

ITEL RAIL

RECORDATION NO. 8838-M Filed 1425

SEP 28 1983 -9 10 AM

INTERSTATE COMMERCE COMMISSION

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

RECORDATION NO. 8838-N Filed 1425
SEP 28 1983 -9 10 AM
INTERSTATE COMMERCE COMMISSION

August 31, 1983

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Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No.
Date SEP 28 1983
Fee \$ 20.00

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I.C.C.
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Dear Ms. Mergenovich:

ICC Washington, D. C.

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated as of April 29, 1977 between Itel Corporation and the Corinth and Counce Railroad Company, which was filed on May 27, 1977 at 1:45 P.M. and given recordation number 8838, four counterparts each of the following two documents:

1. Assignment Agreement dated as of May 15, 1982 by and between Itel Corporation and Union-Tidewater Financial Company, Inc.
2. Assignment Agreement dated as of December 20, 1982 by and between Itel Corporation and Union-Tidewater Financial Company, Inc.

The names and addresses of the parties to the aforementioned Assignments are:

1. Union-Tidewater Financial Company, Inc.
207 E. Redwood Street, P.O. Box 2373
Baltimore, Maryland 21203
2. Itel Corporation, Rail Division
55 Francisco, 7th Floor
San Francisco, California 94133

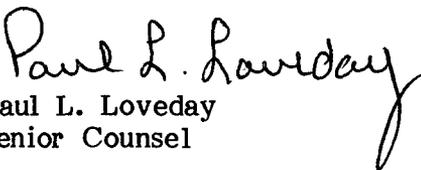
The equipment covered by these Assignments is one hundred fifty (150) 50 ft. boxcars, A.A.R. mechanical designation XM, bearing reporting marks CCR 6500-CCR 6649.

Also enclosed is a check in the amount of \$20.00 for the required recording fees.

Ms. Agatha Mergenovich, Secretary
August , 1983
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Please stamp all counterparts of the enclosed Assignment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to Itel Rail, attention Ms. Linda Lawrence, at the above listed address. Thank you.

Sincerely,


Paul L. Loveday
Senior Counsel

/ma
Enclosures

Assignment Agreement

RECORDATION NO. 8828-11
SEP 28 1983 -9 10 AM
INTERSTATE COMMERCE COMMISSION
Filed 1425

Assignment Agreement dated as of May 15, 1982 by and between Itel Corporation debtor and debtor in possession ("Itel") and Union-Tidewater Financial Company, ("Union-Tidewater").

RECITALS

- A. Itel and the Corinth and Counce Railroad Company ("CCR") have entered into a Lease Agreement dated as of April 29, 1977 which provides for the leasing to Corinth and Counce of 500 boxcars. By means of Amendment C to the aforementioned Lease Agreement, Itel leased to the CCR an additional 100 boxcars (the "100 Boxcars"), which were formerly leased to the New Orleans Public Belt Railroad pursuant to a lease dated June 16, 1977. The 100 Boxcars will be remarked to bear reporting marks CCR 6500 through and including CCR 6599, (said Lease Agreement, together with all amendments, supplements or riders thereto, insofar solely as they relate to the 100 Boxcars, is hereinafter called the CCR Lease).
- B. Itel and Union-Tidewater have executed a Conditional Sales Lease Contract, the term of which commenced April 15, 1977, as amended by Amendment No. 1 and Amendment No. 2 and Agreement (collectively the "CSLC"), pursuant to which Union-Tidewater financed the 100 Boxcars.

Now, therefore, the parties agree as follows:

- 1. Itel does hereby sell, assign, transfer and set over to Union-Tidewater all of the right, title and interest of Itel in and to the CCR Lease (insofar solely as it relates to the 100 Boxcars) and Itel does hereby authorize and empower Union-Tidewater, in its own name, to sue for, collect, receive and enforce all payments and other obligations of CCR under the Lease (insofar solely as it relates to the 100 Boxcars), except that Union-Tidewater shall not take any action until and unless Union-Tidewater has notified Itel that an event of default under the CSLC has occurred and is continuing and that the cure period has elapsed.
- 2. Itel represents and warrants that the CCR Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Union-Tidewater, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts as Union-Tidewater may reasonably request to give effect to the provisions hereof.

In witness whereof, the parties have caused this instrument to be executed by duly authorized officers.

Itel Corporation, Rail Division
debtor and debtor in possession

by *Edward M. ...*
title President
date Nov 2, 1982

Union-Tidewater
Financial Company, Inc.

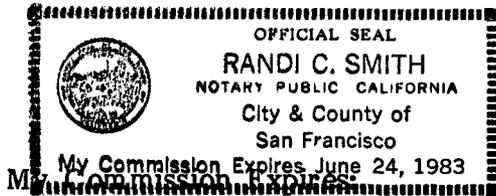
by *Thomas Blomquist*
title TREASURER
date Nov. 16, 1982

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

ss:

On this 2nd day of NOVEMBER, 1982 before me personally appeared Edward M. O'Dea to me personally known, who being by me duly sworn says that such person is President of ITEL Corporation, Rail Division, that the foregoing Assignment Agreement was signed on behalf of said Corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Randi C. Smith
Notary Public

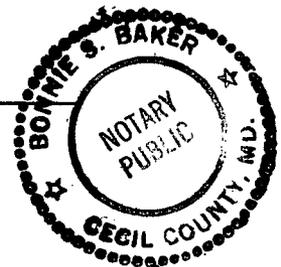


STATE OF Maryland)
)
COUNTY OF Cecil)

ss:

On this 15th day of November, 1982, before me personally appeared Thomas B. Howard Jr to me personally known, who being by me duly sworn says that such person is Treasurer of Union-Tidewater Financial Company, that the foregoing Assignment Agreement was signed on behalf of said Corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bonnie S. Baker
Notary Public



My Commission Expires: July 1, 1986.