

**C.F.S. PLANNING CORPORATION**

8383 Wilshire Boulevard, Suite 650, Beverly Hills, California 90211 / Phone: (213) 653-1500 / Tlx. 4720915

December 14, 1984

REC 17 1984 -3 05 PM  
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
12th Street and Constitution Avenue Northwest  
Recordation Division Room 2303  
Washington, D.C. 20001

ATTN: Mildred Lee

Dear Ms. Lee:

Per our telephone conversation of December 14th, enclosed please find one "Original" and one certified copy of the following items for recordation:

1. Two (2) Assignments of Lease
2. A Collateral Assignment
3. A Security Agreement
4. An Agreement of Lease

I have enclosed two (2) forms of certification for the copies since I was not sure which form was required. I have also enclosed a check in the amount of \$50.00 to cover the recordation charges.

If everything is not in order, I would greatly appreciate it if you could give me a call so I can forward any missing information or items.

Thank you very much for your help and time.

Sincerely,

Kathleen Blackburn.  
Assistant Vice President

KB:cb  
Encl.

14507/C RECORDATION NO. 14507 Filed 1425

REC 17 1984 -3 05 PM  
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

14507/A RECORDATION NO. 14507 Filed 1425

14507/A RECORDATION NO. 14507 Filed 1425

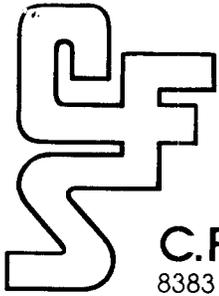
DEC 17 1984 -3 05 PM  
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

14507/B RECORDATION NO. 14507 Filed 1425

DEC 17 1984 -3 05 PM  
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION



**C.F.S. PLANNING CORPORATION**

8383 Wilshire Boulevard, Suite 650, Beverly Hills, California 90211 / Phone: (213) 653-1500 / Tlx. 4720915

December 19, 1984

PERSONAL AND CONFIDENTIAL

Interstate Commerce Commission  
12th Street and Constitution Avenue Northwest  
Recordation Division Room 2303  
Washington D.C. 20001

Attention: Mildred Lee

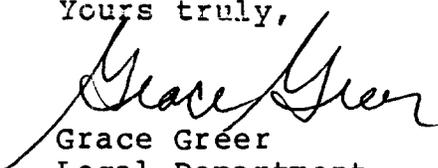
Dear Mrs. Lee:

Reference is made to our letter of December 14, 1984 whereby we forwarded documents to you for recordation with the ICC.

Pursuant to our telephone conversation today, enclosed please find the description of equipment proposing cause for recordation.

If you should have any further questions or desire further information, please contact me.

Yours truly,

  
Grace Greer  
Legal Department

Enc.

GG:cb

Interstate Commerce Commission  
Washington, D.C. 20423

12/18/84

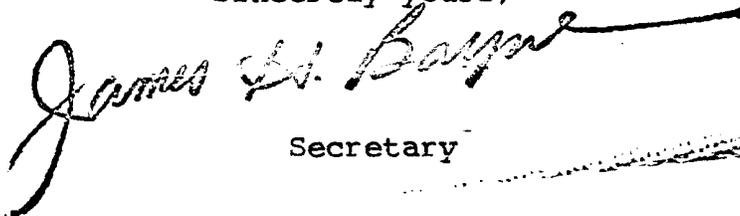
OFFICE OF THE SECRETARY

Kathleen Blackburn  
Assist. Vice President  
C.F.S. Planning Corp.  
8383 Wilshire Blvd, Suite 650  
Beverly Hills, Calif. 90211

Dear Ms. Blackburn:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/18/84 at 3:05pm and assigned re-  
recording number(s). 14507, 14507-A, 14507-B, 14507-C, 14507-D

Sincerely yours,

  
Secretary

Enclosure(s)

EXHIBIT "A"

DESCRIPTION OF EQUIPMENT

QTY.	DESCRIPTION	ROAD NUMBER			
4	General Motors Corporation, Electromotive Division, Model GP38, 2000 horsepower, 4 axle diesel electric locomotives.	300	301	302	303
19	General Motors Corporation, Electromotive Division, Model GP40, 3000 horsepower, 4 axle diesel electric locomotives.	211 215 219 224 228	212 216 220 225 229	213 217 221 226 230	214 218 223 227

EQUIPMENT LOCATION: The locomotives will be used by the Missouri-Kansas-Texas Railroad Company on its 3000 mile route system in Missouri, Kansas and Texas.

BANK: Chemical Business Credit Corporation  
INITIAL TERM: 144 months  
START DATE: June 1, 1983

DEC 17 1984 - 3 02 PM

ASSIGNMENT OF LEASE

INTERSTATE COMMERCE COMMISSION

CFS PLANNING CORPORATION, a California corporation with an office and place of business located at 8383 Wilshire Boulevard, Suite 650, Beverly Hills, California 90211, ("Assignor") in consideration of One Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, transfers and sets over unto CIS RAIL CORPORATION, a California corporation with an office and place of business located at 909 Montgomery Street, San Francisco, California 94133, (Assignee") and unto Assignee's successors and assigns, all of Assignor's right, title and interest in and to all payments due, or to become due, to Assignor under the User Lease (as defined in the "Agreement of Lease", of even date herewith, between Assignor, as lessor, and Assignee, as lessee) whether as rent, late charges, damages, insurance payments, termination payments, loss payments, indemnities or otherwise, and any and all proceeds of the User Lease, within the meaning of the Uniform Commercial Code, together with all of the rights and remedies of the Assignor under the User Lease to enforce, collect, receive and receipt for any and all of the foregoing sums assigned; provided, however, that this Assignment and all rights conveyed hereby are expressly made subject and subordinate to the Liens, as defined in the Agreement of Lease, and any other lien arising out of any indebtedness permitted pursuant to Section 9.2 of the Agreement to Lease.

Assignor agrees that at any time and from time to time, upon the written request of Assignee, Assignor will promptly and duly execute and deliver any and all such further instruments and documents as Assignee may reasonably require in obtaining the full benefits of this Assignment and of the rights and powers granted herein.

This Assignment may not be altered, modified or amended except by a written amendment signed by the party adversely affected.

The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding and enforceable upon, the respective successors, assigns and transferees of the parties hereto.

This Assignment shall be governed by, and interpreted under, the laws of the State of California applicable to contracts made and to be performed therein, without giving effect to the principles of conflict of laws.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

CIS.1009.8.83

IN WITNESS WHEREOF, Assignor has executed this Assignment as of this 1st day of September, 1984.

ASSIGNOR:

CFS PLANNING CORPORATION,  
a California corporation

By: Katherine Gladburne - Asst. V.P.  
(Authorized Signatory)

ACCEPTED AND AGREED TO this 1st day of September, 1984.

ASSIGNEE:

CIS RAIL CORPORATION,  
a California corporation

By: [Signature]  
(Authorized Signatory)