

# ITEL

## Itel Rail Corporation

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

August 19, 1987

RECORDATION NO. 14548-6 Filed 1425

AUG 25 1987 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

Hon. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Date 8/25/87  
Fee \$ 20.00  
ICC Washington, D.C.

**Re: Assignment Agreement dated as of July 24, 1987, between East Camden and Highland Railroad Company and Itel Rail Corporation**

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 USC §11303(a), along with a check in the amount of \$20 covering the recordation fees.

Please record this Assignment Agreement under the Sublease Agreement dated September 24, 1984, between East Camden and Highland Railroad Company and North Louisiana and Gulf Railroad Company, which was filed with the ICC on January 15, 1985, under Recordation No. 14548. Please cross-index this Assignment Agreement to the Equipment Trust Agreement dated January 1, 1982, between Itel Rail Corporation and First Security Bank of Utah, N.A., which was filed with the ICC on September 30, 1983, under Recordation No. 14165.

The parties to the aforementioned instrument are listed below:

East Camden and Highland Railroad Company (Assignor)  
P.O. Box 3180  
East Camden, Arkansas 71701

Itel Rail Corporation (Assignee)  
55 Francisco Street  
San Francisco, California 94133

This Assignment Agreement assigns the rights and obligations of East Camden and Highland Railroad Company, as sublessor, to Itel Rail Corporation with respect to eighty (80) boxcars bearing reporting marks NLG 5601-5650 and NLG 7150-7179.

Hon. Noreta R. McGee

August 19, 1987

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Please return to the undersigned the stamped counterparts not required for filing purposes, together with the fee receipt and ICC acknowledgment letter.

Very truly yours,

A handwritten signature in cursive script that reads "patricia schumacker".

Patricia Schumacker  
Legal Department

:ps  
Enclosures

cc: Ginny Hanger

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

8/25/87

Patricia Schumacker  
Legal Department  
IteI Rail Corp.  
55 Francisco Street  
San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/25/87 at 10:20am, and assigned recordation number(s). 8797-P & 14548-D

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

CERTIFICATION OF TRUE COPY

AUG 25 1987 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

On August 11, 1987, I, Marianne Ledda, examined the original copy of the Assignment Agreement dated as of July 24, 1987 between East Camden and Highland Railroad Company and ITEL Rail Corporation, and I hereby certify that I have compared the attached duplicate copy with the original, and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgements thereof.

*Marianne L. Ledda*

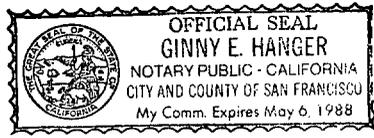
Marianne Ledda

STATE OF CALIFORNIA     )  
  ) ss:  
COUNTY OF SAN FRANCISCO )

On August 11, 1987, before the undersigned, a Notary Public for the State of California, personally appeared Marianne Ledda, known to me to be the person whose name is subscribed to the above instrument, acknowledged that she executed the same.

*Ginny E. Hanger*

Notary Public



07/24/87

ASSIGNED TO FIRST SECURITY BANK  
OF UTAH, N.A., TRUSTEE, UNDER  
A LEASE ASSIGNMENT.

THIS INSTRUMENT IS SUBJECT TO A SECURITY INTEREST IN  
FAVOR OF HELLER FINANCIAL, INC. UNDER THE HELLER  
FINANCIAL, INC. LOAN AND SECURITY AGREEMENT WITH ITEL  
RAIL CORPORATION DATED AS OF SEPTEMBER 30, 1986.

### ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment Agreement") is made as of the 24th day of July, 1987, by and between EAST CAMDEN AND HIGHLAND RAILROAD COMPANY ("EACH") and ITEL RAIL CORPORATION ("IteI Rail").

#### RECITALS:

- A. IteI Corporation, Rail Division, predecessor in interest to IteI Rail, and EACH entered into the Lease Agreement dated as of April 26, 1978, as amended, whereunder IteI Rail leased to EACH a number of boxcars, including eighty (80) boxcars currently bearing the reporting marks NLG 5601-5650 and NLG 7150-7179 (the "Cars").
- B. EACH subleased the Cars to North Louisiana and Gulf Railroad Company ("NLG") pursuant to the Sublease Agreement dated as of September 24, 1984, as amended (as amended, the "Sublease"), between EACH and NLG.
- C. The Cars bearing the reporting marks NLG 7168 and NLG 7176 were both destroyed on January 23, 1986.
- D. EACH desires to assign its rights and obligations, as sublessor, to IteI Rail and IteI Rail desires to assume such rights and obligations.

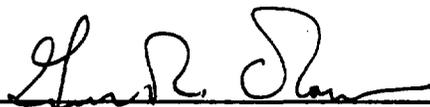
NOW, THEREFORE, the parties hereby agree as follows:

1. Effective as of July 24, 1987, EACH hereby assigns all of its duties, obligations, rights, interests and powers, of any form or nature, which are created by or arise pursuant to the Sublease to IteI Rail, and IteI Rail hereby accepts such assignment and assumes and agrees to perform all of EACH's obligations and duties under the Sublease which are by their terms to be performed after the date hereof.
2. EACH hereby agrees that it will, from time to time and at all times, at the request of IteI Rail, its successors and assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and to do such further acts and things as may be necessary and appropriate to give affect to the provisions set forth herein.
3. EACH acknowledges that this Assignment Agreement does not release it from any liabilities it may have with respect to, or arising out of, the Sublease prior to the effective date hereof.

4. The covenants, conditions and provisions herein contained shall apply to and bind the successors and assigns of all the parties hereto.
5. This Assignment Agreement contains the entire agreement of the parties concerning the subject hereof, and no provisions hereof may be modified, waived or amended except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed as of the day and year first above written.

**EAST CAMDEN AND HIGHLAND  
RAILROAD COMPANY**

By:   
Title: President

**ITEL RAIL CORPORATION**

By:   
Title: President

STATE OF ARKANSAS     )  
  ) ss:  
COUNTY OF CALHOUN    )

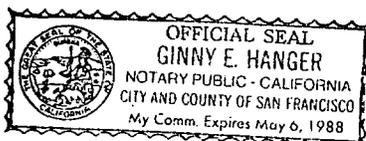
On this 5th day of August, 1987, before me personally appeared G.R.O'Connor, to me personally known, who being duly sworn, says that such person is vp of East Camden & Highland RR, that the foregoing Assignment Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Melba J. Turner  
Notary Public

My Commission Expires June 18, 1995

STATE OF CALIFORNIA    )  
  ) ss:  
COUNTY OF SAN FRANCISCO )

On this 27th day of July, 1987, before me personally appeared Desmond P. Hayes, to me personally known, who being duly sworn, says that such person is President of Itel Rail Corporation, 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.



Ginny E. Hanger  
Notary Public