

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

St. Louis, Missouri 63103

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL

ROBERT H. STAHLHEBER 622-2014
CHIEF COMMERCE COUNSEL

DONALD E. MOLLOY 622-2016
WILLIAM G. BARR 622-2866
KIM R. LUTHER 622-2021
GENERAL ATTORNEYS

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

MARK M. HENNELLY

SENIOR VICE PRESIDENT AND GENERAL COUNSEL
622-2025

MICHAEL THOMPSON 622-2011
JAMES E. SYKES 622-2012
COMMERCE COUNSEL

ARTHUR R. ZAEGEL 622-2015
NINA K. WUESTLING 622-2017
GENERAL ATTORNEYS

RECORDATION NO. 7873

JAN 17 1983 - 1 00 PM

January 14, 1983 INTERSTATE COMMERCE COMMISSION

Re: Lease of Railroad Equipment dated as of March 1, 1975, between American Rail Box Car Company (now Railbox Company) and United States Trust Company of New York, as Trustee -- Recorded with the ICC on March 27, 1975 at 3:30 p.m. and assigned Recordation No. 7873

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, DC 20423

No. 3-017A055
Date JAN 17 1983
Fee \$ 10.00
ICC Washington, D. C.

Dear Ms. Mergenovich:

Enclosed for filing pursuant to 49 U.S.C. §11303 and 49 C.F.R. §116.1 et seq. are six executed counterparts of Assignment of Lease dated as of January 1, 1983, between Railbox Company, Assignor and Missouri Pacific Railroad Company, Assignee. This Assignment of Lease is a secondary document connected to a primary document recorded under Recordation No. 7873.

We request that this Assignment of Lease be cross indexed.

The names and addresses of the parties to the Assignment of Lease are as follows:

Assignor: Railbox Company
101 North Wacker Drive
Chicago, Illinois 60606
Assignee: Missouri Pacific Railroad Company
210 North 13th Street
St. Louis, Missouri 63103

RECEIVED
JAN 17 12 55 PM '83
FEE OPERATION BR.
I.C.C.

A description of the equipment covered by the Assignment of Lease follows:

Type	AAR Mechanical Designation	Quantity	Assignee's Identifying Numbers (Inclusive)
50' 60", 70-ton capacity, general service box car	XM	988	MP 356,700-357,687

Missouri Pacific Railroad's voucher for \$10.00 to cover filing and recording of the Assignment of Lease is enclosed.

Katherine E. Starb
C. Olen Tipton

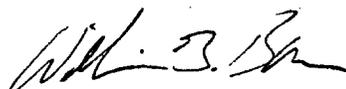
January 14, 1983

Upon filing and recording of the original document, counterparts showing recordation data should be returned to:

Ms. J. C. Durand
Missouri Pacific Railroad Company
Suite 1203 - 1825 K Street, N.W.
Washington, DC 20006
(Tel.: 628-7258)

who will arrange to pick same up at your office as soon as recordation is accomplished.

Sincerely,



William G. Barr

WGB:aes

Enclosures: Assignment of Lease (6)
Voucher #42462, dated January 14, 1983

Interstate Commerce Commission
Washington, D.C. 20423

1/17/83

OFFICE OF THE SECRETARY

William G. Barr
Missouri Pacific RR. Co.
210 N. 13th Street
St. Louis Missouri 63103

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 **1/17/83** at **1:00pm**, and assigned re-
recording number (s). **7873-C**.

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

REGISTRATION NO. 7873-C Filed 1425

JAN 17 1983 - 1 02 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

Dated as of January 1, 1983

Between

RAILBOX COMPANY, Assignor

and

MISSOURI PACIFIC RAILROAD COMPANY, Assignee

Covering

988 50' 6" 70-ton Capacity
General Service Box Cars

ASSIGNMENT OF LEASE, dated as of January 1, 1983 (hereinafter called this Assignment), by and between MISSOURI PACIFIC RAILROAD COMPANY (hereinafter called the Assignee) and RAILBOX COMPANY (hereinafter called the Assignor), as Lessee under a Lease of Railroad Equipment dated as of March 1, 1975 (hereinafter called the Lease), between the Assignor, a Delaware corporation (therein called the Lessee), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as Trustee (therein and hereinafter, together with its successors and assigns, called the Owner-Trustee) under a Trust Agreement dated as of March 1, 1975, with GENERAL ELECTRIC CREDIT CORPORATION (therein and hereinafter called the Owner).

* * * * *

WHEREAS, pursuant to Section 1 of a Guaranty Agreement dated as of March 1, 1975 (hereinafter called the Guaranty), between the Assignee and the Owner-Trustee, the Assignee guaranteed the due and punctual payment of the rentals payable under the Lease;

WHEREAS, in fulfillment of its obligations under Section 1 of the Guaranty, the Assignee has made to Metropolitan Life Insurance Company (hereinafter called the Vendor) and the Owner the rental and casualty payments payable on January 1, 1983, as required by §3 of the Lease, in order to prevent the occurrence of an Event of Default as defined in subparagraph A of the first paragraph of §10 thereof;

WHEREAS, §16 of the Lease provides if the Assignee shall make any payments to the Owner, the Owner-Trustee or the Vendor on account of its guaranty under the Guaranty in order to prevent the occurrence of such an Event of Default then, upon the written request of the Assignee, the Assignor shall assign to the Assignee all the Assignor's right, title and interest in and to the Lease and the units of railroad equipment subject thereto and described in Exhibit A hereto (hereinafter called the Units); and

WHEREAS, the Assignee has made such a written request to the Assignor.

NOW, THEREFORE, in consideration of the payments made and to be made by Assignee and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Assignment. The Assignor hereby conveys, transfers and assigns to the Assignee all the Assignor's right, title and interest in and to the Lease and the Units. In addition, the Assignor forthwith shall convey, transfer or assign to the Assignee all the Assignor's right, title and interest in any subleases with respect to the Units and take any other action and execute any documents reasonably requested by the Assignee or the Owner-Trustee.

2. Assumption. The Assignee hereby assumes all the obligations of the Assignor under the Lease and shall be entitled to all of the rights, titles, interests, powers and privileges of the Assignor thereunder; provided, however, that such assumption shall not relieve the Assignor from any of its obligations under the Lease, due and payable on or prior to the date of this Assignment, to the Assignee, the Owner-Trustee and the Vendor. Concurrently with the execution of this Assignment by both parties hereto, or as soon thereafter as is reasonably practicable, the Assignee may together with the Owner-Trustee enter into a new lease of the Units in substantially the same form of the Lease. When executed, such new lease shall in all respects replace and supersede the Lease with respect to the Units and the Assignor's obligations relating thereto; provided, however, that nothing in this or the preceding sentence shall be construed to impair or diminish in any manner the Assignee's rights of recovery from the Assignor as set forth in the last paragraph of §16 of the Lease.

3. Possession and Remarking of Units. The Assignor forthwith shall relinquish possession of the Units to the Assignee and, upon the request of the Assignee, shall give prompt telegraphic and written notice to the Association of American Railroads and all railroads having possession of any Unit that the Assignor has assigned such Units to the Assignee and that such Association and all such railroads thenceforth shall treat such Units as owned by the Assignee and that car hire and all other charges therefor are due to Assignee.

Without in any way limiting the obligations of the Assignor under the foregoing provisions of this Section 3, the Assignor hereby irrevocably appoints the Assignee as its agent and attorney, with full power and authority, at any time while the Assignor is obligated to relinquish possession of any Unit to the Assignee, to demand and take possession of such Unit, pursuant to the terms of any contractual arrangement the Assignor may have with a party or parties in possession of such Unit, in the name and on behalf of the Assignor from whomsoever shall be in actual possession of such Unit at the time.

The Assignee, upon obtaining possession thereof, shall cause each Unit to be renumbered with its identifying numbers as set forth in Exhibit A hereto.

4. Delivery of Revenues. Any car hire charges or any other revenues whatsoever generated from any railroad on account of its possession of any Unit from and after January 1, 1983, forthwith shall be remitted by the Assignor, if received by the Assignor, to the Assignee.

5. Assignment of Lease and Agreement. Nothing herein shall be construed to alter in any way the rights and obligations of the parties to the Assignment of Lease and Agreement dated as of March 1, 1975 (hereinafter called the Lease Assignment), between the Owner-Trustee and the Vendor, or the rights of the Vendor under the Lessee's Consent and Agreement attached to the Lease Assignment. The Assignee hereby assumes all the obligations of the Assignor under such Lessee's Consent and Agreement as if the Assignee were a signatory thereto. This Assignment is expressly made for the benefit of the Owner-Trustee and the Vendor.

6. Entire Contract. This Assignment shall be deemed to constitute the complete and final contract between the parties hereto in respect of the matters covered hereby.

7. Modification. The terms of this Assignment shall not be waived, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by both parties hereto.

8. Succession. The rights and obligations of this Assignment shall extend to and be binding upon the respective successors of the parties hereto.

9. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Governing Law. This Assignment shall be construed in accordance with and shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act).

11. Forwarding of Notices, etc. If, after the execution of this Assignment by both parties hereto, the Assignor shall receive any notice, certificate, document or report pursuant to the provisions of §19 of the Lease, the Assignor shall immediately upon receipt of any such notice, certificate, document or report give the Assignee telephonic advice as to the substance thereof, followed by a copy thereof in such form and by such means as the Assignee reasonably shall specify.

12. Recordation. Immediately after the execution of this Assignment by both parties hereto, the Assignee shall cause this Assignment and all supplements thereto to be duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers and their corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

[CORPORATE SEAL]

Attest:

T. D. Marlow

Assistant Secretary

[CORPORATE SEAL]

Attest:

N. J. Serock
Asst. Secretary

RAILBOX COMPANY

By [Signature]

VICE PRESIDENT - FINANCE

MISSOURI PACIFIC RAILROAD COMPANY

By [Signature]

Senior Vice President
and
General Counsel

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 14th day of January, 1983, before me personally appeared N.V. REICHERT, to me personally known who, being by me duly sworn, says that he is VICE PRESIDENT-FINANCE of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol A. Freund
Notary Public

MY COMMISSION EXPIRES
AUGUST 29, 1984

[Notarial Seal]
My Commission expires:



STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this 13th day of January, 1983, before me personally appeared M. M. HENNELLY, to me personally known who, being by me duly sworn, says that he is Senior Vice President and General Counsel of MISSOURI PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joann Sanders
Notary Public

JOANN SANDERS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES SEPT. 10, 1986
CITY OF ST. LOUIS

[Notarial Seal]
My Commission expires: 9/10/86

EXHIBIT A

<u>Type</u>	<u>AAR</u> <u>Mechanical</u> <u>Designation</u>	<u>Quantity</u>	<u>Assignor's</u> <u>Identifying</u> <u>Numbers</u> <u>(All Sets</u> <u>Inclusive)</u>	<u>Assignee's</u> <u>Identifying</u> <u>Numbers</u> <u>(All Sets</u> <u>Inclusive)</u>
50' 6", 70-ton capacity, general serv- ice box car	XM	988	RBOX 11000-11014 11016-11163 11165-11221 11223-11270 11272-11390 11392-11393 11395-11425 11427-11435 11437-11662 11664-11734 11736-11759 11761-11906 11908-11999	MP 356,700-356,714 356,715-356,862 356,863-356,919 356,920-356,967 356,968-357,086 357,087-357,088 357,089-357,119 357,120-357,128 357,129-357,354 357,355-357,425 357,426-357,449 357,450-357,595 357,596-357,687