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Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000
(415) 781-1035 Fax

February 2, 1989

FEB 2 1989 - 11 05 AM
RECORDATION NO. 15064-J

INTERSTATE COMMERCE COMMISSION
RECORDATION NO. 15064-K

FEB 2 1989 - 11 05 AM
RECORDATION NO. 15064-J

Hon. Noretta R. McGee
Secretary

FEB 2 1989 - 11 05 AM

FEB 2 1989 - 11 05 AM

Interstate Commerce Commission
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

- Re:
- 1) Notice of Name Change - 15064-J
 - 2) Assignment and Assumption Agreement 15064-K
 - 3) Assignment and Assumption Agreement Concerning Lease Assignment 15064-L

Dear Ms. McGee:

\$39.00 filing fees

On behalf of Itel Rail Holdings Corporation, the above instruments, in executed counterparts, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$39 recordation fee.

Please record the above-captioned instruments under the Lease Assignment dated as of September 30, 1986, between Itel Rail Holdings Corporation, as successor to Itel Rail Corporation by name change, and Heller Financial, Inc., which was filed with the ICC on October 7, 1986, under Recordation No. 15064.

The parties to the aforementioned Notice of Name Change are listed below:

Itel Rail Corporation (For indexing, in position
55 Francisco Street of "Assignor")
San Francisco, California 94133

Itel Rail Holdings Corporation (For indexing, in
55 Francisco Street position of "Assignee")
San Francisco, California 94133

The purpose of this Notice is to make known as a matter of public record the corporate name change of Itel Rail Corporation to Itel Rail Holdings Corporation.

The parties to the aforementioned Assignment and Assumption Agreement are listed below:

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

Counters to U. H. Harrison

5064-J

5064-K

15064-L next page

3 sheets

Hon. Noretta R. McGee
February 2, 1989
Page Two

IteI Rail Corporation (Assignee, a Delaware corporation
55 Francisco Street incorporated in February 1989)
San Francisco, California 94133

This Assignment assigns to Assignee all of Assignor's right, title and interest in and to all lease agreements for the lease of railroad rolling stock under which Assignor is the lessor, including the lease agreements under the instant Lease Assignment.

15064-L The parties to the aforementioned Assignment and Assumption Agreement Concerning Lease Assignment are listed below:

IteI Rail Holdings Corporation (Assignor)
55 Francisco Street
San Francisco, California 94133

IteI Rail Corporation (Assignee, a Delaware corporation
55 Francisco Street incorporated in February 1989)
San Francisco, California 94133

This Assignment covers the leases and equipment set forth in the schedules to the Lease Assignment.

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

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Assistant

Interstate Commerce Commission
Washington, D.C. 20423

2/2/89

OFFICE OF THE SECRETARY

Patricia Schumacker

Legal Assistant

Itel Rail Corporation

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 2/2/89 at 11:05am, and assigned recordation number(s). 16185,16186 15063-R & 15063-S

15064-J Sincerely yours,
15064-K 15064-L

Nerita R. McEneaney
Secretary

Enclosure(s)

15064-1

RECORDATION NO. 15064-1 FEB 1989

FEB 2 1989 - 11 02 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT CONSIDERED AND APPROVED BY THE INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") dated as of February 2, 1989, is made by and between ITEL Rail Holdings Corporation, a Delaware corporation that is successor to ITEL Rail Corporation by name change ("Assignor"), and ITEL Rail Corporation, a Delaware corporation incorporated in February, 1989 ("Assignee").

1. Assignment. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, effected on the date hereof, all of Assignor's right, title and interest in, and obligations under, the Assignment of Lease and Agreement dated as of September 30, 1986, as supplemented, between Assignor (under its previous name) and Heller Financial, Inc. (which Lease Assignment was filed with the Interstate Commerce Commission on October 7, 1986, under Recordation No. 15064) (the "Lease Assignment"), subject, however, to the obligations contained in, and the terms, covenants, conditions and provisions of, the Lease Assignment.

2. Assumption. Assignee hereby assumes and agrees to perform, on and after the date hereof, all of Assignor's obligations contained in, and the terms, covenants, conditions and provisions of, the Lease Assignment.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of law doctrine.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on the date first above written.

ITEL RAIL HOLDINGS CORPORATION
(Assignor)

By Robert Keel
Title Vice President-Finance

HELLER FINANCIAL, INC.
CONSENTS TO THE FOREGOING
ASSIGNMENT AND ASSUMPTION
AGREEMENT

ITEL RAIL CORPORATION
(Assignee)

By Robert Keel
Title Vice President-Finance

HELLER FINANCIAL, INC.
By Allen G. Palmer
Title Vice President
Date January 17, 1989

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

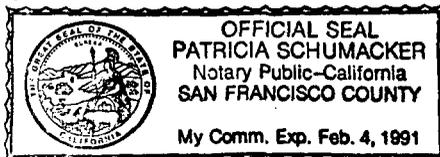
On this 16th day of January, 1989, before me personally appeared Robert C. Kiehnle, to me personally known, who being by me duly sworn says that he is Vice President-Finance of Itel Rail Holdings Corporation, that the foregoing Assignment and Assumption Agreement Concerning Lease Assignment was signed 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.



Patricia Schumacker
Notary Public

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

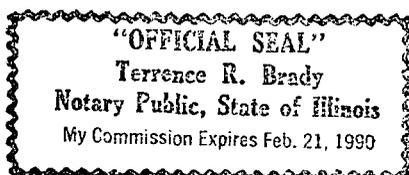
On this 16th day of January, 1989, before me personally appeared Robert C. Kiehnle, to me personally known, who being by me duly sworn says that he is Vice President-Finance of Itel Rail Corporation, that the foregoing Assignment and Assumption Agreement Concerning Lease Assignment was signed on behalf 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.



Patricia Schumacker
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 17th day of January, 1989, before me personally appeared Colleen A. Palmer, to me personally known, who being by me duly sworn says that she is Vice President of Heller Financial, Inc., that the foregoing Consent to Assignment and Assumption Agreement Concerning Lease Assignment was signed on behalf of said corporation by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Terrence R. Brady
Notary Public