

170

RECORDATION NO. 13062/A
Filed 1425

APR 22 1981 - 1 00 PM
INTERSTATE COMMERCE COMMISSION

AMERICAN LEASING INVESTORS II

AN AFFILIATE OF INTEGRATED RESOURCES, INC.
666 THIRD AVENUE • NEW YORK, N. Y. 10017

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RECORDATION NO. 13062/B
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RECORDATION NO. 13062/C
Filed 1425

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INTERSTATE COMMERCE COMMISSION

ALI SECOND MANAGEMENT SERVICES CORP.
MANAGING GENERAL PARTNER
(212) 878-9200
TELECOPIER (212) 878-9259

April 20, 1981

RECORDATION NO. 13062/A
Filed 1425

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

No. 1-107A075
Date APR 22 1981
Fee \$ 170.00
ICC Washington, D. C.

Dear Madam:

INTERSTATE COMMERCE COMMISSION

Pursuant to 49 U.S.C. Section 11303(a), I enclose herewith for recordation copies of each of the following original executed duly acknowledged documents:

1. Lease Agreement, dated December ²³~~30~~, 1980, between Brae Corporation, as lessor, and the Pillsbury Company, as lessee.
- A 2. Assignment of Lease Agreement, dated as of March 4, 1981, between Brae Corporation, as assignor, and American Leasing Investors II, as assignee.
- B 3. Lease Agreement dated as of December 29, 1980, between Brae Corporation, as lessor, and Brae Railcar Management, Inc., as lessee.
- C 4. Assignment of Lease Agreement, dated as of March 4, 1981, between Brae Corporation, as assignor, and American Leasing Investors II, as assignee.
- D 5. Management Agreement, dated as of March 10, 1981, among American Leasing Investors II, as owner, Brae Corporation, as manager.

The equipment covered by the documents described above consists of 15 100 ton 4,750 cubic foot covered hopper cars bearing the road numbers 260391, 260393 - 260396, 260398 - ~~260401~~, 260403, - 260404, 260406, 260409. **260401**

The addresses of the parties to the aforementioned agreements are:

American Leasing Investors II
666 Third Avenue
New York, NY 10017

Attention: Stephen Mintz

C. T. Kappeler

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FEE COLLECTION BR.

April 20, 1981
Mrs. Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Page Two

Brae Railcar Management, Inc.
Three Embarcadero Center
San Francisco, CA 94111

Brae Corporation
Three Embarcadero Center
San Francisco, CA 94111

The Pillsbury Company
608 Second Avenue South
Minneapolis, Minnesota 55402
Mail Station M325

Enclosed is our check for \$170.00 for the required recordation fee. Please accept for recordation one counterpart of each of the enclosed agreements, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to Ronald M. Feiman, Esq., Gordon Hurwitz Butowsky Baker Weitzen & Shalov, 299 Park Avenue, New York, NY 10171.

Very truly yours,

AMERICAN LEASING INVESTORS II

By: ALI SECOND MANAGEMENT SERVICES CORPORATION,
Managing General Partner

By: , v.p.

ASSIGNMENT OF LEASE AGREEMENT APR 22 1981 - 4 00 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS, Brae Corporation, a Delaware corporation ("BRAE"), and The Pillsbury Company, a Delaware corporation ("Pillsbury"), entered into a lease agreement, dated as of December 23, 1980, as supplemented and modified (the "Lease"), with BRAE, as lessor, and Pillsbury, as lessee, a complete copy of which is attached hereto as Exhibit "A", providing for the lease by BRAE to Pillsbury of 100 4750 cubic foot covered hopper cars; and

WHEREAS, pursuant to the terms of the Lease, BRAE may assign all or any of its rights under the Lease; and

WHEREAS, BRAE desires to assign all of its rights under the Lease to American Leasing Investor II, a California limited partnership ("ALI"), but only with respect to the 15 cars set forth in attached Schedule A ("the Cars", and the "Pillsbury Lease" shall mean, for all purposes of this Assignment of Lease Agreement, the Lease with respect only to the Cars; and

WHEREAS, ALI has entered into an agreement to become owner of the Cars and a management agreement for the management of the Cars by BRAE;

NOW, THEREFORE, in consideration of the premises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, ALI and BRAE agree as follows:

1. BRAE hereby sells, assigns, conveys, transfers and delivers to ALI all of its right, title, and interest in, to and under the Pillsbury Lease, which, right, title and interest has not previously been sold, assigned, transferred or otherwise encumbered.

2. BRAE covenants and agrees that it shall take all required actions under the Pillsbury Lease to effectuate the assignment of the Pillsbury Lease to ALI hereunder.

3. ALI hereby accepts the assignment contained in Section 1 hereof and covenants with BRAE to assume, faithfully perform, satisfy and/or discharge all of the terms, conditions, obligations and/or responsibilities which were to have been performed, satisfied or discharged by BRAE under the Pillsbury

ALI's obligations hereunder are conditioned on the delivery, acceptance and placement in service of the Cars on or prior to April 1, 1981.

IN WITNESS WHEREOF, BRAE and ALI have caused this Assignment of Lease Agreement to be duly executed as of this *March 4*, 1981.

BRAE CORPORATION

By: *J. [Signature]*
Title: *Vice President*

AMERICAN LEASING INVESTORS II

By: Its Managing General Partner
ALI SECOND MANAGEMENT SERVICES CORP.

By: *[Signature]*
Title: *V.P.*

SCHEDULE A

NUMBER OF UNITS

NUMBERED

15

BRAX 260391
260393
260394
260395
260396
260398
260399
260400
260401
260403
260404
260406
260407
260408
260409