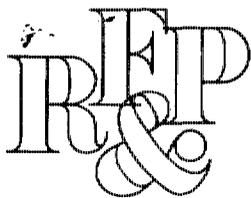


6/19



RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD COMPANY
P.O. BOX 11281 RICHMOND, VIRGINIA 23230
TELEPHONE: (804) 257-3235
April 18, 1983

RECORDATION NO. 8197-B-117A033
Filed 4/27/83

APR 27 1983-9 45 AM

No. APR 27 1983
Date.....
Fee \$ 10.00
I.C.C. Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, D. C. 20423

URCHIE B. ELLIS
General Counsel

CHARLES A. HARTZ, JR.
General Attorney

SUSAN H. PIERCE
Attorney

Re: Assignment of Lease dated as of April 1, 1983

Dear Mrs. Mergenovich:

Enclosed are executed counterparts of Assignment of Lease dated as of April 1, 1983, between Railbox Company, 101 North Wacker Drive, Chicago, Illinois 60606, and Richmond, Fredericksburg & Potomac Railroad Company, P. O. Box 11281, Richmond, Virginia 23230.

The equipment covered by this Assignment consists of 486 50' 6" 70-ton capacity general service boxcars, AAR mechanical designation XM. The road numbers of the boxcars forthwith will be changed:

Assignor's
Identifying
Numbers
(All Sets
Inclusive)

Assignee's
Identifying
Numbers
(All Sets
Inclusive)

RBOX
13262-13399
16918-17052
19220-19446
(500 Cars)
Less the following 14
cars which have been destroyed:

RF&P -
Will use the
same numbers,
but with prefix
"RF&P"

- Nos. 13265
- 13266
- 13311
- 13323
- 13328
- 13338
- 13379
- 16963
- 16976
- 19269
- 19309
- 19319
- 19372
- 19387

RECEIVED
APR 27 9 39 AM '83
I.C.C.
FEE OPERATION BR.

MrS. Agatha L. Mergenovich

April 18, 1983

Page Two

The above equipment will be lettered "RF&P" or in some other appropriate manner, and also will be marked:

"OWNERSHIP SUBJECT TO A SECURITY
AGREEMENT FILED WITH THE
INTERSTATE COMMERCE COMMISSION"

or other appropriate words of similar import.

The cars numbered 13262-13399 are subject to a Conditional Sale Agreement dated as of January 1, 1976, among ACF Industries, Incorporated, 750 Third Avenue, New York, New York 10017, Builder, United States Trust Company of New York, Owner-Trustee, and RF&P, Guarantor, which document was recorded in the office of the Secretary of the Interstate Commerce Commission on January 28, 1976, at 10:55 a.m., and assigned Recordation No. 8196. There was also an Agreement and Assignment dated as of January 1, 1976, between ACF Industries, Incorporated, Builder, assignor, and Mercantile-Safe Deposit and Trust Company, Vendor, assignee, that was recorded in the office of the Secretary on January 28, 1976, at 10:55 a.m., and assigned Recordation No. 8196-A.

The cars bearing Nos. 19220-19446, inclusive, are subject to a Conditional Sale Agreement dated as of January 1, 1976, among FMC Corporation, 4700 Northwest Front Avenue, Portland, Oregon 97210, Builder, United States Trust Company of New York, Owner-Trustee, and RF&P, Guarantor, which document was recorded in the office of the Secretary on January 28, 1976, at 11:00 a.m., and assigned Recordation No. 8198. There was also an Agreement and Assignment dated as of January 1, 1976, between FMC Corporation, Builder, assignor, and Mercantile-Safe Deposit and Trust Company, Vendor, assignee, that was recorded in the office of the Secretary of January 28, 1976, at 11:00 a.m., and assigned Recordation No. 8198-A.

The cars bearing Nos. 16918 through 17052 are subject to a Conditional Sale Agreement dated as of January 1, 1976, among Whittaker Corporation (Berwick, Forge and Fabricating Division) P. O. Box 188, West Ninth Street, Berwick, Pennsylvania 18603, Builder, United States Trust Company of New York, Owner-Trustee, and RF&P, Guarantor, which document was recorded in the office of the Secretary on February 5, 1976, at 10:55 a.m., and assigned Recordation No. 8206. There was also an Agreement and Assignment dated as of January 1, 1976, between Whittaker Corporation (Berwick, Forge and Fabricating Division), Builder, assignor, and Mercantile-Safe Deposit and Trust Company, Vendor, assignee, which was recorded in the office of the Secretary on February 5, 1976, at 10:55 a.m., and assigned Recordation No. 8206-A.

All of the above equipment is subject to a Lease of Railroad Equipment dated as of January 1, 1976, between American Rail Box

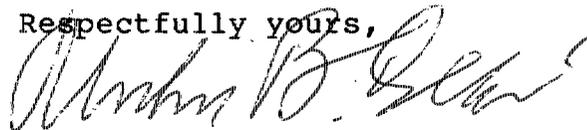
Mrs. Agatha L. Mergenovich
April 18, 1983
Page Three

Car Company, Lessee (now known as Railbox Company, the Assignor under the above-mentioned Assignment of Lease dated as of April 1, 1983), and United States Trust Company of New York, 130 John Street, New York, New York 10038, Lessor, Owner-Trustee, which document was recorded in the office of the Secretary on January 28, 1976, at 11:00 a.m., and assigned Recordation No. 8197. There was also an Assignment of Lease and Agreement, dated as of January 1, 1976, between United States Trust Company of New York, Owner-Trustee, assignor, and Mercantile-Safe Deposit and Trust Company, P. O. Box 2258, Two Hopkins Plaza, Baltimore, Maryland 21203, Vendor, assignee, that was recorded in the office of the Secretary on January 28, 1976, at 11:00 a.m., and assigned Recordation No. 8197-A.

Also enclosed herewith is draft of RF&P in the amount of \$10 representing the required recording fee.

Pursuant to the Commission's rules and regulations for the recordation of documents contained in 49 U.S.C. § 11303, and 49 C.F.R. Part 1116, you are hereby requested to file one of the enclosed counterparts for record in your office, properly stamped, and to similarly stamp the remaining counterpart copies to show recording data, and return same to me at the above address.

Respectfully yours,



Archie B. Ellis

UBE/dj

Attachments

Interstate Commerce Commission
Washington, D.C. 20423

4/27/83

OFFICE OF THE SECRETARY

Urchie B. Ellis
Richmond, Fredericksburg & Potomac RR. Co.
P.O. Box 11281
Richmond, Virginia 23230

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 4/27/83 at 9:45am, and assigned re-
recording number(s). 8197-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

REGISTRATION NO. 8197 B Filed 1425

APR 27 1983 -9 45 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

Dated as of April 1, 1983

Between

RAILBOX COMPANY, Assignor

and

RICHMOND, FREDERICKSBURG AND POTOMAC
RAILROAD COMPANY, Assignee

Covering

486 50' 6" 70-Ton Capacity
General Service Boxcars

ASSIGNMENT OF LEASE, dated as of April 1, 1983, by and between RICHMOND, FREDERICKSBURG AND POTOMAC RAILROAD COMPANY (hereinafter called the Assignee) and RAILBOX COMPANY (hereinafter called the Assignor), as Lessee under a Lease of Railroad Equipment dated as of January 1, 1976 (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 January 1, 1976, with GENERAL ELECTRIC CREDIT CORPORATION (therein and hereinafter called the Owner).

* * * * *

WHEREAS, pursuant to Section 1 of a Guaranty Agreement dated as of January 1, 1976 (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 MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (hereinafter called the Vendor) and the Owner the rental and casualty payments payable on April 1, 1983, as required by Section 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 Section 10 thereof;

WHEREAS, Section 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; and has made such payments.

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, including the right to recover from other railroads or third parties any unpaid amounts for damage to or destruction of any of the 500 cars covered by the Lease. 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.

Assignor acknowledges that Assignee has made payment to the Vendor of the rental and casualty payments due on April 1, 1983, and that such payment was made prior to this Assignment.

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 its obligations, if any, under the Lease, 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 Section 16 of the Lease.

3. Possession and Remarketing of Units. The Assignor forthwith shall relinquish possession of the Units to the Assignee and 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 after March 31, 1983, forthwith shall, if received by the Assignor, be remitted 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 January 1, 1976 (hereinafter call 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. Section 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 Section 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. Section 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:

E. a. Wallaw
SECRETARY

[CORPORATE SEAL]
Attest:

T. D. Marrow
Assistant Secretary

RICHMOND, FREDERICKSBURG AND
POTOMAC RAILROAD COMPANY

By J. F. Newbauer
PRESIDENT

RAILBOX COMPANY

By W. L. ...
VICE-PRESIDENT - FINANCE

EXHIBIT A

<u>Type</u>	<u>Mechanical Designation</u>	<u>Quantity</u>	<u>Assignor's Identifying Numbers (All Sets Inclusive)</u>	<u>Assignee's Identifying Numbers (All Sets Inclusive)</u>
50' 6" 70-Ton Capacity General Service Boxcars	XM	486	RBOX 13262-13399 16918-17052 19220-19446 (500 Cars)	RF&P - Will use the same numbers, but with prefix "RF&P"
			Nos. 13265 13266 13311 13323 13328 13338 13379 16963 16976 19269 19309 19319 19372 19387	

Less the following 14 cars which have been destroyed:

Car No. 19269 was declared destroyed as of February, 1983. The casualty value payment as determined under the Lease is not payable until October 1, 1983, and rents will continue to accrue until October 1, 1983.

[SAMPLE TELEGRAM SENT TO POOL PARTICIPANTS,
PURSUANT TO § 3 OF ASSIGNMENT]

This is to advise you that Railbox Company has, as of April 1, 1983, assigned its interests in the cars whose numbers are listed below to the Richmond, Fredericksburg and Potomac Railroad Company, any of such cars in your possession should be treated, as of April 1, 1983, as the property of the Richmond, Fredericksburg and Potomac Railroad Company for all purposes, including remitting any applicable car hire amounts and other charges or collecting any applicable billings and other charges.

Car Type:

50' 6" 70-ton Capacity,
General Service Boxcars

Car Numbers:

RBOX 13262-13399,
16918-17052 and 19220-19446

[SAMPLE TELEGRAM SENT TO AAR,
PURSUANT TO § 3 OF ASSIGNMENT]

Association of American Railroads
AAR American Railroad Building
1920 L Street, N.W.
Washington, D. C. 20036

April 1, 1983

This is to advise you that Railbox Company has, as of April 1, 1983, assigned its interest in the cars whose numbers are listed below to the Richmond, Fredericksburg and Potomac Railroad Company. Any of such cars should be treated, as of April 1, 1983, as the property of the Richmond, Fredericksburg and Potomac Railroad Company for all purposes, including any applicable car hire amounts and other charges or car distribution and car service rules.

Car Type:

50' 6" 70-ton Capacity
General Service Boxcars

Car Numbers:

RBOX 13262-13399,
16918-17052 and 19220-19446