9-034A055

THACHER PROFFITT & WOOD

TWO WORLD TRADE CENTER
NEW YORK, NEW YORK 10048
212-912-7400

WRITER'S DIRECT DIAL

212-912- 7651

RECORDATION NO. 15249-F Filed 1425

FEB 3 1989 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

Date 2/3/89

Fee $ 13

ICC Washington, D. C.

CABLE "WALLACES NEW YORK"
TELEX 226733
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WASHINGTON OFFICE
1500 K STREET, N.W.
SUITE 200
WASHINGTON, D.C. 20005
202-347-8400
800-638-6409
TELECOPIER 202-347-6238

February 1, 1989

$13.00 filing fee

BY HAND

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Recordation Nos. 15249 and 15249-C

Dear Ms. McGee:

On behalf of Citicorp North America, Inc., a Delaware corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, the enclosed copy of a secondary document, not previously recorded, entitled Assignment Agreement, dated December 29, 1988. The aforesaid document relates to those certain Leases of Railroad Equipment, each executed February 25, 1987, recorded with the Interstate Commerce Commission under Recordation Nos. 15249 and 15249-C on June 22, 1987, and should be filed under the next available letter designation under Recordation No. 15249.

Rec. No. 15249-F

The parties to the enclosed document are:

Chase Manhattan Service Corporation - Assignor
One Chase Manhattan Plaza
New York, New York 10005

The Connecticut Bank and Trust Company,
National Association - Assignor
100 Constitution Plaza

FEB 3 1 45 PM '89

Hartford, Connecticut 06115
Attn: Corporate Trust Dept. - AO6K

Citicorp North America, Inc. (successor in interest to Citicorp Industrial Credit, Inc.) - Assignee
601 Midland Avenue
Rye, New York 10580

The said document, among other things, is an assignment, transfer and sale by Chase Manhattan Service Corporation and The Connecticut Bank and Trust Company, National Association to Citicorp North America, Inc. of their respective right, title and interest in, to and under the above mentioned Leases of Railroad Equipment, the rolling stock covered thereby having been sold to and purchased by Citicorp North America, Inc. who has requested and agreed to this assignment of the Leases of Railroad Equipment.

The equipment covered by the document is the equipment described in Exhibit A attached to the said Assignment Agreement, a copy of said Exhibit A being attached hereto.

A short summary of the document to appear in the ICC Index is as follows:

"Assigns Recordation Nos. 15249 and 15249-C."

Enclosed is a check in the amount of thirteen dollars ($13.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterparts of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the extra copy of this transmittal letter.

Very truly yours,

Clifford R. Ennico

Enclosures

CRE/ce

BY HAND

EXHIBIT A

[redacted]

DESCRIPTION OF [redacted]CARS

Equipment: Total of 369 Boxcars Described as follows:

369 - 50'6" 70-Ton, Plate C, Steel Lined Boxcars bearing the following reporting marks

MPA-31000 through MPA-31099
MPA-37826 through MPA-37827
MPA-37829 through MPA-37840
MPA-37842 through MPA-37866
MPA-37868 through MPA-37876
MPA-37878
MPA-37880 through MPA-37882
MPA-37885
MPA-37887 through MPA-37889
MPA-37891 through MPA-37898
MPA-37900 through MPA-37901
MPA-37914 through MPA-37915
MPA-37917
MPA-37919 through MPA-37925
MPA-39700 through MPA-39749
MPA-39881 through MPA-39885
MPA-39887 through MPA-39888
MPA-39890 through MPA-39894
MPA-39896 through MPA-39906
MPA-39908 through MPA-39920
MPA-39922 through MPA-39925
MPA-39927 through MPA-39929
MPA-39945 through MPA-39955
MPA-39957
MPA-39959 through MPA-39968
MPA-39970 through MPA-39988
MPA-39990 through MPA-39999
MPA-140977 through MPA-140980
SBD-142100 through SBD-142101
MPA-142102
SBD-142103 through SBD-142106
MPA-142107 through MPA-142109
SBD-142110 through SBD-142111
MPA-142112
SBD-142113 through SBD-142116
MPA-142117 through MPA-142119
SBD-142120 through SBD-142123
MPA-142124 through MPA-142125
SBD-142126 through SBD-142133
MPA-142134
SBD-142135 through SBD-142136
MPA-142137
SBD-142138 through SBD-142142
MPA-142143 through MPA-142144

[redacted]

RECORDATION NO. 15242-F
Filed 1989
FEB 3 1989 - 1 45 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, entered into this 29th day of December, 1988 (this "Assignment") by and between CHASE MANHATTAN SERVICE CORPORATION (the "Owner Participant") and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity but solely as trustee (the "Trustee") under the two Trust Agreements dated as of December 18, 1979 and January 21, 1980, respectively, between the Trustee and the Owner Participant (the Trustee and the Owner Particpant being hereinafter sometimes referred to collectively as the "Assignor"), and CITICORP NORTH AMERICA, INC. (hereinafter referred to as the "Assignee"):

W I T N E S S E T H :

WHEREAS, pursuant to an Amendment Agreement, dated as of December 29, 1988 (the "Amendment"), among the Assignor, the Assignee and the Trustee as escrow agent, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in, to and under the Car Agreements, the Ancillary Agreements, the Car Proceeds and the Plan Proceeds, as defined in the Amendment or in the Agreement defined therein (hereinafter, collectively, the "Assigned Property"); and

WHEREAS, pursuant to the Amendment, the Assignor has agreed to delegate all of its duties, obligations and responsibilities under the Assigned Property to the Assignee; and

WHEREAS, pursuant to the Amendment, the Assignee has agreed to accept such assignment and delegation.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Amendment.

2. The Assignor hereby sells, assigns, transfers and sets over unto the Assignee, and the Assignee hereby accepts and purchases from the Assignor, all of the Assignor's right, title, and interest, in, to, under and arising out of the Assigned Property. The Assignee hereby accepts, assumes and agrees to perform, pay or discharge, and the Assignor hereby delegates to the Assignee, all of the Assignor's duties, obligations and responsibilities under and arising out of the Assigned Property. **EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN PARAGRAPH 2 OR 10 OF THE AMENDMENT, THE ASSIGNEE IS ASSUMING AND PURCHASING THE ASSIGNED PROPERTY WITHOUT RECOURSE TO THE ASSIGNOR AND THE ASSIGNOR MAKES AND HAS MADE NO REPRESENTATION OR WARRANTY (WHETHER EXPRESS OR IMPLIED) OF ANY TYPE OR NATURE, THE ASSIGNEE**

AGREEING THAT IT IS TAKING TITLE TO ALL SUCH PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS".

3. Each of the Assignor and the Assignee will execute and deliver all such instruments and take all such action as the other party hereto, from time to time, may reasonably request in order further to effectuate the purposes and to carry out the terms of this Assignment.

4. Except to the extent inconsistent herewith, the provisions of the Amendment are incorporated herein by reference.

5. This Assignment shall be construed under and governed by the laws of the State of New York, without regard to principles of conflict of laws, and under and by all applicable laws of the United States of America.

6. This Assignment may be executed in several counterparts each of which shall constitute an original document, but all of which, when taken together, shall constitute but one Assignment. Any of the parties hereto may execute any such counterpart. This Assignment shall not be binding upon any party hereto unless it shall have been signed by all parties.

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed, attested and acknowledged, by its duly authorized officer, as of the date first above written.

CHASE MANHATTAN SERVICE CORPORATION

Attest:

Title:

By _____
Title:

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, not individually, but solely as Trustee as aforesaid

Attest:

Title: Assistant Secretary

By _____
Title: ASSISTANT VICE PRESIDENT

CITICORP NORTH AMERICA, INC.

Attest:

_____
Title:

By _____
Title:

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this _____ day of December, 1988, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of Chase Manhattan Service Corporation, that said instrument 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.

_____
Notary Public

My Commission expires: _____

STATE OF CONNECTICUT)
: ss.:
COUNTY OF HARTFORD)

On this 28th day of December, 1988, before me the undersigned officer, personally appeared V. Krouscher who acknowledged himself to be the ASSISTANT VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association, a national banking association, and that he, being authorized to do so, executed the foregoing instrument for the purposes contained therein, by signing the name of the national banking association by himself as ASSISTANT VICE PRESIDENT.

IN WITNESS WHEREOF, I have hereunto set my hand.

Dawn P. Heintz
Title DAWN PICCOLI HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 29 day of December, 1988, before me personally appeared David B. Nanschoff, to me personally known, who, being by me duly sworn, says that he is a Vice President of Chase Manhattan Service Corporation, that said instrument 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.

ELIZABETH A. TAVSS OHMAN
Notary Public, State of New York
No. 31-4787740
Qualified in New York County
Commission Expires ~~March 30, 1985~~

Notary Public
Elizabeth Tavss Ohman

My Commission expires: 7/31/89

STATE OF CONNECTICUT)
: ss.:
COUNTY OF HARTFORD)

On this _____ day of December, 1988, before me the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of The Connecticut Bank and Trust Company, National Association, a national banking association, and that he, being authorized to do so, executed the foregoing instrument for the purposes contained therein, by signing the name of the national banking association by himself as _____.

IN WITNESS WHEREOF, I have hereunto set my hand.

_____
Title

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 28th day of December, 1988, before me personally appeared Michael A. Graves, to me personally known, who, being by me duly sworn, says that he is a Vice President of Citicorp North America, Inc., 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.

Thomas A. Matamoros
Notary Public

My Commission expires: THOMAS A. MATAMOROS
Notary Public, State of New York
No. 31-4723452
Qualified in New York County
Cert. Filed in Westchester County
Commission Expires November 30, 1990

DISTRICT OF COLUMBIA) SS.:

CERTIFICATION OF TRUE COPY

I, Allen H. Harrison, Jr., a member of the Bars of the District of Columbia and the Commonwealth of Virginia, do hereby certify that I have compared the attached copy of the document entitled "Assignment Agreement" entered into December 29, 1988 by and between Chase Manhattan Service Corporation, The Connecticut Bank and Trust Company, National Association and Citicorp North America, Inc., with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereto affixed his signature this 2nd day of February, 1989.

Allen H. Harrison, Jr.

Subscribed and sworn to before me
this 2nd day of February, 1989

Maria E. Alvarez
Notary Public. D.C.

My commission expires

My Commission Expires June 30, 1992