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RECORDATION NO. Filed 1425

JUL 6 1982-3 15 PM

July 2, 1982

13692

RECORDATION NO. Filed 1425

INTERSTATE COMMERCE COMMISSION

JUL 6 1982-3 15 PM

No. JUL 6 1982

Date.....
Fee \$50.00.

INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich
Secretary
Interstate Commerce Commission
12th and Constitution Avenue
Washington, D. C. 20423

ICC Washington, D. C.

Dear Secretary Mergenovich:

Enclosed please find an original and counterpart of the primary and secondary documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code under the same recordation number.

The primary document, entitled "Railway Car Lease Agreement", is a lease for the rental of refrigerated boxcars, dated as of October 15, 1981, between RAILAMERICA, LTD., a New York corporation, as Lessor, and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, as Lessee. The addresses of the parties to the document are as follows:

LESSOR: RAILAMERICA, LTD.
230 Park Avenue
Suite 2500
New York, New York 10169

LESSEE: CONSOLIDATED RAIL CORPORATION
6 Penn Central Plaza
Room 1310
Philadelphia, Pennsylvania 19104

The secondary document, entitled "Promissory Note and Assignment of Lease", is an assignment, dated as of April 30, 1982 between RAILAMERICA, LTD., a New York corporation, as Assignor and MIDLANTIC NATIONAL BANK, a New Jersey corporation, as Assignee. The address of the parties to the secondary document are as follows:

AREA CODE 212
6866200
CABLE ADDRESS "CAOTELA"
COUNSEL
GERSHON A. ARONSON
JOHN A. FARRELL

FILED
JUL 6 1982

ASSIGNOR: RAILAMERICA, LTD.
230 Park Avenue
Suite 2500
New York, New York 10169

ASSIGNEE: MIDLANTIC NATIONAL BANK
2 Broad Street
Bloomfield, New Jersey 07003

We request that this assignment be cross indexed.

A description of the equipment covered by the primary and secondary documents follows:

<u>Number of Cars</u>	<u>Type and Description</u>	<u>Approximate Capacity</u>
50	60' 6" 50-ton refrigerated boxcars, marked in series CR369600 through 369649	4,392 cu. ft.

A fee of \$50.00 is enclosed. Please return the original to:

William J. Cronin, Esq
Huber Lawrence & Abell
99 Park Avenue
New York, New York 10016

A short summary of the primary document to appear in the index follows:

"Lease between RAILAMERICA, LTD., with an office at 230 Park Avenue, Suite 2500, New York, New York 10169, as Lessor, and CONSOLIDATED RAIL CORPORATION, with an office at 6 Penn Central Plaza, Room 1310, Philadelphia, Pennsylvania 19104, as Lessee, dated as of October 15, 1981, and covering 50 refrigerated boxcars, 60' 6" in length and weighing approximately 50 tons each, marked in series CR369600 through 369649."

A short summary of the secondary document to appear in the index follows:

"Assignment between RAILAMERICA, LTD., a New York corporation with an office at 230 Park Avenue, Suite 2500, New York, New York 10169, as Assignor, and MIDLANTIC NATIONAL BANK, a New Jersey corporation with an office at 2 Broad Street, Bloomfield, New Jersey 07003, as Assignee, dated as of April 30, 1982, and covering 50 refrigerated boxcars, 60' 6" in length and weighing approximately 50 tons each, marked in series CR369600 through 369649, and connected to Lease between RAILAMERICA, LTD., as Lessor, and CONSOLIDATED RAIL CORPORATION, dated as of October 15, 1981."

Thank you for your help in this matter.

Very truly yours,


William J. Cronin, Esq.
Attorney for
RAILAMERICA, LTD.

TGB:fg
Encl.

PROMISSORY NOTE AND ASSIGNMENT OF LEASE HL 6 1982-3 15 PM

DATED AS OF APRIL 30, 1982 INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, RAILAMERICA, LTD., a New York corporation with an office at 230 Park Avenue, Suite 2500, New York, New York 10169 (the "Borrower"), hereby promises to pay to the order of the Midlantic National Bank with an office at 2 Broad Street, Bloomfield, New Jersey 07003 ("Lender") the principal sum of One Hundred Eighty-Four Thousand Sixty Dollars and Forty-Three Cents (\$184,060.43) together with interest on the unpaid principal sum at the rate of 19 1/2% per annum from the date hereof. Such principal and interest shall be payable in twenty-two consecutive equal monthly installments of \$8,750 each and one unequal monthly payment of \$33,750, commencing on and continuing on the first day of every calendar month thereafter until payment in full of this Note.

Payment of both principal and interest on this Note are to be made at the office of the Lender referred to above, or such other place as the holder hereof shall designate to the Borrower, in writing, in lawful money of the United States of America in immediately available funds.

PREPAYMENT. If any amount shall be received by or be payable to the Borrower (or any successor or assignee of the Borrower's interest in the Lease as hereinafter defined), in connection with any termination of the Lease or of the obligations to pay periodic rentals thereunder

or in respect of any casualty to or any loss, damage, destruction or surrender of any of the property at any time subject to the Lease (the "Property") (except for the amounts, if any, which, pursuant to the Lease, must be paid over to the lessee thereunder or otherwise applied on account of the repair or replacement of any such lost or damaged Property), whether pursuant to the Lease, any policy of insurance or otherwise, then, thereupon, a like amount shall be immediately due and payable by the Borrower on account of this Note as partial prepayment thereof, without any premium or penalty. In addition to such mandatory prepayments, the Borrower may voluntarily prepay this Note in whole or in part at any time or from time to time without premium or penalty.

LATE PAYMENTS; OTHER CHARGES. If any installment or other amount due hereunder is not paid within 10 days after the same shall be due, the Borrower will pay interest or any overdue amount at the highest rate permitted by applicable law until the date such amount is paid. The Borrower shall pay, in addition to all other amounts payable hereunder, (a) premiums for insurance obtained in connection with this loan, if any, (b) fees paid for filing documents in public offices in connection with this loan, if any, and (c) actual expenditures, including reasonable attorney's fees, for proceedings to collect this loan or to enforce,

preserve or protect any collateral securing the same.

LEASE ASSIGNMENT. To secure payment of this Note to the Lender, the performance by the Borrower of its other undertakings hereunder (all of which are hereinafter referred to collectively as the "Obligations"), the Borrower hereby sells, assigns, and transfers to the Lender, its successors and assigns, all its respective right, title and interest in the lease agreement dated as of October 15, 1981, between the Borrower as lessor, and CCONSOLIDATED RAIL CORPORATION as lessee, and in any schedule or supplement attached thereto (collectively called the "Lease"), together with all rentals and other moneys coming due thereunder (collectively the "Lease Proceeds") and all rights, powers and remedies (but none of the duties or obligations, if any) of the Borrower under the Lease, including all rights of the Borrower to give and receive any notice, consent, waiver, demand or approval under or in respect of the Lease, to exercise any election or option thereunder or in respect thereof, to accept any surrender of any Property and to do all the other things which the Borrower is entitled to do under the Lease. The Borrower hereby authorizes the Lender to do every act and thing in the name of the Borrower, the Lender or otherwise which the Lender may deem advisable to enforce

the terms of the Lease, and the Borrower hereby irrevocably appoints the Lender its true and lawful attorneys, with full power and authority in the name of the Borrower with full power of substitution and revocation, together with full power and authority in the name of the Borrower, the Lender or otherwise, to demand, enforce, collect, receive, receipt and give releases for any moneys due or to become due under or arising out of the Lease, or any policy of insurance or indemnity relating to the Property or the Lease (including returns of premiums), to endorse all checks and other instruments, and to do and take all such other actions as are referred to in the second preceding sentence relating to the Lease or the Property, to file any claims or institute any proceedings for the foregoing which the Lender deems necessary and to compromise any such demand, claim or action. The Borrower consents and agrees that any of the liabilities of the lessee under the Lease may be extended by the Lender in whole or in part, without notice to and without affecting the liability of the Borrower hereunder. The Borrower agrees that, without the prior written consent of the Lender, it will not grant any consent under the Lease or agree to any release or any obligation of a party thereto or any modification or termination thereof. The Borrower warrants that its title to the Property is absolute, the Lease is in full force

and effect, the Property described therein has been delivered to and accepted by the lessee named therein and all parties to the Lease have legal capacity to contract. The Borrower agrees that the Borrower will perform all obligations of the lessor under the Lease however arising, as if this Assignment had not been made.

SECURITY INTEREST IN PROPERTY, ETC. As additional security for the Obligations, the Borrower hereby grants to the Lender, its successors and assigns, a security interest in the Property, together with all increases, parts, fittings, accessories, equipment, special tools, renewals, substitutions and replacements of all or any part thereof, and all proceeds of any of the foregoing (which, together with the Lease and the Lease Proceeds, may sometimes be referred to herein as the "Collateral"). Except as may be set forth on a schedule attached hereto, the Borrower will not (a) permit any liens or security interest to attach to any of the foregoing that are greater than the security interest of the Bank, (b) permit any of such Property to be levied upon under any legal process or (c) permit anything to be done that may impair the value of any such property or the security intended to be afforded hereby.

SUBORDINATION. The Borrower hereby acknowledges and agrees that the Borrower's interest in the Collateral

is subject and subordinate to the interest of the Lender in the Collateral as provided for herein, that it will not dispose of all or any portion of the Collateral to any person who does not take subject and subordinate to the rights and interests of the Lender as provided for herein, and the Borrower hereby agrees (for itself and its successors and assigns) to execute and deliver to the Lender, promptly upon its request, any and all instruments and documents, including, without limitation, financing statements, reasonably requested by the Lender to further effect such subordination.

DEFAULT. In the event of (a) any failure of the Borrower to pay any amount within ten (10) days after the same shall be due hereunder, (b) any failure by the Borrower to perform, within twenty (20) days after notice, any agreement hereunder or under any agreement or document given to evidence or secure any Obligation, (c) any warranty or representation made by the Borrower herein being untrue, (d) the institution of any proceedings under the Bankruptcy Act or any similar federal or state statute by or against the Borrower, (e) the filing of an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or insolvency of the Borrower or (f) the issuance of any execution process

against the Property or the Lease or any rentals or other amounts payable hereunder, the full amount then remaining unpaid hereunder will, without further notice or demand, become immediately due and payable, and the Bank may pursue all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code or other applicable law and all rights provided herein, in any applicable law, in the Lease or any other applicable security or loan agreement, all of which rights and remedies, to the full extent permitted by the law but subject to the provisions hereof, shall be cumulative. If any notice to the Borrower by the Lender is required at any time in connection with the pursuit of any of the Bank's remedies, such notice shall be reasonably and properly given if mailed, first class postage prepaid, to the address of the Borrower set forth above and notice of public or private sale or any other disposition of any collateral shall be reasonably given if mailed at least seven (7) days prior to the date of such disposition or the date after which such disposition will be effected. The waiver of any default hereunder shall not be a waiver of any subsequent default. All rights of the Lender hereunder shall inure to the benefit of its successors and assigns.

RIGHTS OF LESSEE. Notwithstanding the provisions of this Agreement, so long as the lessee under the Lease is not in default thereunder, the Lender shall not interfere with such lessee's use and enjoyment of the Property subject thereto.

NON-RECOURSE. For recovery upon any breach or default by the Borrower hereunder the Lender shall have recourse solely to the Collateral. The Lender, for itself and its successors and assigns, hereby expressly waives any rights to enforce payment or performance hereunder by, or to recover damages for any breach or default hereunder of, the Borrower, or its successors and assigns, other than to proceed against the Collateral in the manner provided for above.

IN WITNESS WHEREOF, the Borrower and the Lender have executed this Agreement as of the day and year first above written.

RAILAMERICA, LTD.

MIDLANTIC NATIONAL BANK

By: *[Signature]*

By: *[Signature]*

Title: President

Title: Vice President

(Corporate Seal)



(Corporate Seal)



