

E.A. LEASING CORPORATION  
1351 Washington Boulevard  
Stamford, Connecticut 06902

February 1, 1983

REGISTERED MAIL  
RETURN RECEIPT REQUESTED

No. **FEB 14 1983**  
Date.....  
Fee \$...76.00

Ms. Agatha L. Mergenovich  
Secretary of the Interstate  
Commerce Commission  
Washington, D.C. 20423

11964-B  
FEB 14 1983 2:00 PM

Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Enclosed please find, for filing and recordation pursuant to Section 11303 of Title 49 of the United States Code, one (1) original and two (2) executed counterparts of an Assignment entered into on February 1, 1983 between E.A. Leasing Corporation, 1351 Washington Boulevard, Stamford, Connecticut 06902, as Debtor, and Shapiro, Mortman & Schwartz, P.C., 800 Third Avenue, New York, New York 10022, as Secured Party.

The enclosed is an assignment of the right to any and all distributions of money or other property made pursuant to a Lease of Railroad Equipment between Potlatch Corporation, St. Maries River Railroad Company and E.A. Leasing Corporation (the "Lease"). The Lease was assigned pursuant to an Assignment of Lease Agreement between E.A. Leasing Corporation and First Security Bank of Utah, N.A. (the "Assignment of Lease"). The Lease and Assignment of Lease were filed and recorded with the Interstate Commerce Commission on July 2, 1980 at 3:00 p.m., Recordation Nos. 11964 and 11964-A, respectively.

A general description of the equipment covered by the Lease and the Assignment of Lease is annexed hereto as Schedule A.

Kindly return the recorded original Assignment to Shapiro, Mortman & Schwartz, P.C., 800 Third Avenue, New York, New York 10022, Attention: Harvey Schwartz, Esq.

Thank you for your cooperation in this matter.

Very truly yours,

E.A. LEASING CORPORATION

By: Gustavus J. Esselen  
Gustavus J. Esselen,  
President

RECEIVED  
FEB 14 1983  
COMM. DIV.

SCHEDULE A

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>Chicago, Milwaukee, St. Paul and Pacific Railroad Company Road Numbers (Inclusive)</u>	<u>St. Maries River Railroad Company Road Numbers (Inclusive)</u>
196	F191	High-Stake Log Flat Cars	58495-58496 58498-58499 58505-58567 58569-58655 58657-58662 58663-58699	As set forth on Schedule 1 hereto

SCHEDULE 1

MILW CAR NO.	STMA CAR NO.										
58495	<u>300</u>	58535	<u>334</u>	58570	<u>368</u>	58604	<u>402</u>	58638	<u>436</u>	58674	<u>470</u>
58496	<u>301</u>	58536	<u>335</u>	58571	<u>369</u>	58605	<u>403</u>	58639	<u>437</u>	58675	<u>471</u>
58498	<u>302</u>	58537	<u>336</u>	58572	<u>370</u>	58606	<u>404</u>	58640	<u>438</u>	58676	<u>472</u>
58499	<u>303</u>	58538	<u>337</u>	58573	<u>371</u>	58607	<u>405</u>	58641	<u>439</u>	58677	<u>473</u>
58505	<u>304</u>	58539	<u>338</u>	58574	<u>372</u>	58608	<u>406</u>	58642	<u>440</u>	58678	<u>474</u>
58506	<u>305</u>	58540	<u>339</u>	58575	<u>373</u>	58609	<u>407</u>	58643	<u>441</u>	58679	<u>475</u>
58507	<u>306</u>	58541	<u>340</u>	58576	<u>374</u>	58610	<u>408</u>	58644	<u>442</u>	58680	<u>476</u>
58508	<u>307</u>	58542	<u>341</u>	58577	<u>375</u>	58611	<u>409</u>	58645	<u>443</u>	58681	<u>477</u>
58509	<u>308</u>	58543	<u>342</u>	58578	<u>376</u>	58612	<u>410</u>	58646	<u>444</u>	58682	<u>478</u>
58510	<u>309</u>	58544	<u>343</u>	58579	<u>377</u>	58613	<u>411</u>	58647	<u>445</u>	58683	<u>479</u>
58511	<u>310</u>	58545	<u>344</u>	58580	<u>378</u>	58614	<u>412</u>	58648	<u>446</u>	58684	<u>480</u>
58512	<u>311</u>	58546	<u>345</u>	58581	<u>379</u>	58615	<u>413</u>	58649	<u>447</u>	58685	<u>481</u>
58513	<u>312</u>	58547	<u>346</u>	58582	<u>380</u>	58616	<u>414</u>	58650	<u>448</u>	58686	<u>482</u>
58514	<u>313</u>	58548	<u>347</u>	58583	<u>381</u>	58617	<u>415</u>	58651	<u>449</u>	58687	<u>483</u>
58515	<u>314</u>	58549	<u>348</u>	58584	<u>382</u>	58618	<u>416</u>	58652	<u>450</u>	58688	<u>484</u>
58516	<u>315</u>	58550	<u>349</u>	58585	<u>383</u>	58619	<u>417</u>	58653	<u>451</u>	58689	<u>485</u>
58517	<u>316</u>	58551	<u>350</u>	58586	<u>384</u>	58620	<u>418</u>	58654	<u>452</u>	58690	<u>486</u>
58518	<u>317</u>	58552	<u>351</u>	58587	<u>385</u>	58621	<u>419</u>	58655	<u>453</u>	58691	<u>487</u>
58519	<u>318</u>	58553	<u>352</u>	58588	<u>386</u>	58622	<u>420</u>	58657	<u>454</u>	58692	<u>488</u>
58520	<u>319</u>	58554	<u>353</u>	58589	<u>387</u>	58623	<u>421</u>	58658	<u>455</u>	58693	<u>489</u>
58521	<u>320</u>	58555	<u>354</u>	58590	<u>388</u>	58624	<u>422</u>	58659	<u>456</u>	58694	<u>490</u>
58522	<u>321</u>	58556	<u>355</u>	58591	<u>389</u>	58625	<u>423</u>	58660	<u>457</u>	58695	<u>491</u>
58523	<u>322</u>	58557	<u>356</u>	58592	<u>390</u>	58626	<u>424</u>	58661	<u>458</u>	58696	<u>492</u>
58524	<u>323</u>	58558	<u>357</u>	58593	<u>391</u>	58627	<u>425</u>	58662	<u>459</u>	58697	<u>493</u>
58525	<u>324</u>	58559	<u>358</u>	58594	<u>392</u>	58628	<u>426</u>	58664	<u>460</u>	58698	<u>494</u>
58526	<u>325</u>	58560	<u>359</u>	58595	<u>393</u>	58629	<u>427</u>	58665	<u>461</u>	58699	<u>495</u>
58527	<u>326</u>	58561	<u>360</u>	58596	<u>394</u>	58630	<u>428</u>	58666	<u>462</u>		
58528	<u>327</u>	58562	<u>361</u>	58597	<u>395</u>	58631	<u>429</u>	58667	<u>463</u>	(196	
58529	<u>328</u>	58563	<u>362</u>	58598	<u>396</u>	58632	<u>430</u>	58668	<u>464</u>		
58530	<u>329</u>	58564	<u>363</u>	58599	<u>397</u>	58633	<u>431</u>	58669	<u>465</u>		
58531	<u>330</u>	58565	<u>364</u>	58600	<u>398</u>	58634	<u>432</u>	58670	<u>466</u>		
58532	<u>331</u>	58566	<u>365</u>	58601	<u>399</u>	58635	<u>433</u>	58671	<u>467</u>		
58533	<u>332</u>	58567	<u>366</u>	58602	<u>400</u>	58636	<u>434</u>	58672	<u>468</u>		
58534	<u>333</u>	58569	<u>367</u>	58603	<u>401</u>	58637	<u>435</u>	58673	<u>469</u>		

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

2/15/83

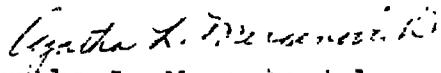
OFFICE OF THE SECRETARY

Harvey Schwartz, Esq.  
Shapiro, Mortman, & Schwartz, P.C.  
300 Third Avenue  
New York, N.Y. 10022

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 2/14/83 at 12:00pm, and assigned re-  
recording number(s). 11964-B & 11964-C

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

013183/HS-Potlatch

REGISTRATION NO. 11964-12

FEB 14 1983 11 11 AM PM

COLLATERAL ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that E.A. LEASING CORPORATION, with an office at 1351 Washington Boulevard, Stamford, Connecticut 06902 (hereinafter called the "Assignor"), in consideration of One (\$1.00) Dollar, lawful money of the United States of America and for other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby assigns, transfers and sets over unto SHAPIRO, MORTMAN & SCHWARTZ, P.C., 800 Third Avenue, New York, New York 10022 (hereinafter called the "Assignee"), all of the Assignor's rights to receive, and all interests of the Assignor in, any and all distributions of money or other property to be made from time to time by First Security Bank of Utah, N.A. ("Agent") under an Assignment of Lease and Agreement between Assignor and Agent dated as of June 2, 1980 ("Assignment Agreement") to Assignor, and grants to the Assignee a security interest in such rights and interests (such rights and interests in such distributions are hereinafter collectively referred to as "Distributions").

The Assignor hereby authorizes and directs the Agent to pay the Assignee the Distributions as and when due to the Assignor pursuant to or arising out of the Assignment Agreement and to draw and deliver to the order of the

Assignee any and all checks and other instruments for the payment of the Distributions and to accept the receipts of the Assignee therefor.

Anything contained herein to the contrary notwithstanding, the Assignor shall remain liable under the Assignment Agreement to perform all of its obligations thereunder, and the Assignee shall have no obligations or liabilities under the Assignment Agreement by reason of or arising out of this Assignment, nor shall the Assignee be required or obligated in any manner to perform any obligations of the Assignor or to make any payment on behalf of the Assignor under or pursuant to the Assignment Agreement or to make any inquiry as to the nature or sufficiency of any payment received by it, or enforce the payment of any amounts which have been assigned to it or to which it may be entitled hereunder at any time or times, or to take any other action authorized herein.

The Assignor represents and warrants unto the Assignee that: (a) the Assignor is a beneficiary under of Assignment Agreement; (b) the Assignment Agreement is valid and enforceable and is now in full force and effect; (c) the Assignor is not in default thereunder; and (d) the Assignor has not heretofore assigned, transferred or encumbered any of its rights or interests in the Assignment Agreement or the Distributions other than to the Assignee.

Without limiting the generality of the foregoing, the Assignor hereby irrevocably constitutes Assignee the true and lawful attorney of the Assignor, with full power of substitution, in the name of the Assignor or otherwise, to ask, require, demand, receive and collect, and to give acquittance for the payment of, the Distributions, to file any claims and to commence, maintain or discontinue any actions, suits or other proceedings which the Assignee deems advisable in order to collect or enforce payment of the Distributions, to settle, adjust and compromise any and all disputes or claims in respect of the Distributions, and to endorse any checks, drafts or other orders or instrument which may be issued in respect of the Distributions.

The powers and authority granted to the Assignee herein have been given for a valuable consideration and are hereby declared to be irrevocable.

The Assignor covenants and agrees with the Assignee that the Assignor will (a) duly perform and observe all of the terms and provisions of the Assignment Agreement on the part of the Assignor to be performed or observed, (b) cause to be clearly recorded on the books and records of the Agent notations of this Assignment, and (c) in the event that the Assignor shall receive payment of any of the Distributions, forthwith turn over the same to the Assignee in the identical form in which received (except for such

endorsements as may be required thereon) and, until so turned over, hold the same in trust for the Assignee.

The Assignor covenants and agrees that he will not consent to any amendment or modification of the Assignment Agreement, without the prior written consent thereto of the Assignee.

The Assignor agrees that at any time or from time to time, upon the Assignee's written request, the Assignor will execute and deliver such further documents and do such other acts and things as the Assignee may request to effect the purpose of this Assignment.

This Assignment shall be binding upon the Assignor and upon the Assignor's successors and assigns and shall inure to the benefit of the Assignee, its successors and assigns.

This Assignment shall be construed in accordance with the laws of the State of New York and may not be amended or changed except by an instrument in writing executed by the Assignor and the Assignee.

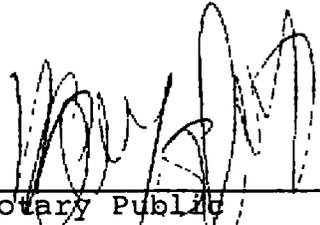
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 1<sup>st</sup> day of February, 1983.

E.A. LEASING CORPORATION

By: *J. Esselin*  
*President*

STATE OF NEW YORK )  
COUNTY OF *New York* ) ss.:

On the *1<sup>st</sup>* day of *January*, 1983, before me personally came *GUSTAVUS J. Esseles*, to me known, who, being by me duly sworn, did depose and say that he resides at No. *66 Helen Straits Lane, Conn. 06820*, that he is the *President* of E.A. LEASING CORPORATION, the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public  
HARVEY SCHWARTZ  
Notary Public, State of New York  
No. 19-172140  
Qualified in Nassau County  
Commission Expires March 30, 1984