



Subsidiary of
Irving Trust

Irving Leasing

9-081A017

752 -

Peter Rudzitis
Vice President

Irving Leasing Corporation
1290 Avenue of the Americas
New York, NY 10104

RECORDATION NO 39242 FILED 1425

NEW NUMBER

MAR 22 1989 -12 55 PM

INTERSTATE COMMERCE COMMISSION

March 21, 1989

- A
- B
- C

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

3/22/89
52.00

Dear Secretary:

100 Washington, D.C.

I have enclosed two originals of the documents described below, to be recorded pursuant to Section 11303(A) of Title 49 of the U.S. Code.

The documents are a security agreement, a primary document, dated March 22, 1989, and three assignment and assumption agreements, secondary documents, dated March 22, 1989.

The names and addresses of the parties to the security agreement are as follows:

Debtor: SH Leasing, Inc.
c/o MGC Leasing Corp.
666 Fifth Avenue
New York, New York 10103

Secured Party (Lender): Irving Leasing Corporation
1290 Avenue of the Americas
29th Floor
New York, New York 10104

A description of the equipment covered by the security agreement follows:

Handwritten signature: J. Randolph...

1. Eighteen (18) 3,000 H.P. model GP40-2 diesel electric locomotives, bearing identification numbers (B&M) 300-317;
2. One hundred (100) 52'6" 100-ton gondolas, bearing identification numbers CR584000 - CR584099, manufactured by Thrall Car Manufacturing Company; and
3. Twenty-six (26) 2,000 H.P. model GP 38-2 diesel electric locomotives bearing identification numbers (MP) 2238-2263 (renumbered from 4300-4325).

The names and addresses of the parties to the assignment and assumption agreements are as follows;

SH Leasing, Inc.
c/o MGC Leasing Corp.
666 Fifth Avenue
New York, New York 10103

Equilease Corporation
Liberty Lane
Hampton, New Hampshire 03842

The assignment and assumption agreements relate to the equipment described above. Recordation information with respect to the primary agreements relating to the assignment and assumption agreements is as set forth as Schedule 1 hereto.

A fee of \$~~50~~ is enclosed. Please return any copies not needed by the Commission for recordation to Glen Dumont, Chadbourne & Parke, 30 Rockefeller Plaza, New York, New York 10112.

A short summary of the security agreement to appear in the index follows:

Security Agreement, dated as of March 22, 1989, between SH Leasing, Inc., as debtor, and Irving Leasing Corporation, as secured party, the addresses of which are stated above, and covering eighteen (18) 3,000 H.P. model GP40-2 diesel electric locomotives, bearing identification numbers (B&M) 300-317; one hundred (100) 52'6" 100-ton gondolas, bearing numbers CR58~~000~~-CR584099; and twenty-six (26) 2,000 H.P. model GP 38-2 diesel electric locomotives bearing identification numbers (MP) 2238-2263.*

Very truly yours,



Peter Rudzitis
Vice President

- * and three (3) Assignment and Assumption Agreements each dated March 22, 1989 and between SH Leasing, Inc. and Equilease Corporation.

16242 C

RECORDATION NO _____ FILED 1425

MAR 22 1989 -12 55 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This is an Assignment and Assumption Agreement dated March 22, 1989 between SH Leasing, Inc., a Delaware corporation ("SH Leasing") and Equilease Corporation, a New York Corporation ("Equilease").

BACKGROUND

Equilease and Missouri Pacific Railroad Company ("Missouri Pacific") entered into a lease agreement dated as of April 15, 1980, (the "Lease") whereby Equilease agreed to lease certain of its assets, 26 diesel-electric locomotives as more fully described therein, (the "Equipment") to Missouri Pacific. In conjunction with the Lease, Equilease entered into the agreements set forth on Schedule 1 hereto (the "Lease Agreements").

Equilease wishes to sell the Equipment and related assets to SH Leasing and SH Leasing is willing to purchase the Equipment and related assets pursuant to the terms of an Asset Purchase Agreement dated as of January 27, 1989 (the "Asset Purchase Agreement") among Equilease, Equilease Marketing Corporation, and SH Leasing. Terms not defined herein are defined in Schedule 1 hereto.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

Section 1. Equilease hereby assigns to SH Leasing all of its right, title and interest in and to the Equipment and the Lease Agreements and all benefits due and to become due thereunder arising from and after the closing under the Asset Purchase Agreement, subject to the rights and remedies of the Agent as assignee of the Vendor's interest under the Conditional Sale Agreement and the Lessor's interest under the Lease.

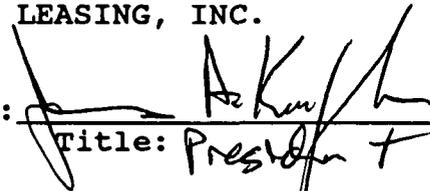
Section 2. SH Leasing hereby accepts such assignment and assumes all of the duties and obligations of Equilease under the Lease Agreements arising from and after the closing under the Asset Purchase Agreement with respect to the assets relating to such Lease Agreements, and agrees and confirms that it shall be deemed to be a party to such Lease Agreements from and after the date hereof and agrees to be bound by all of the terms of and to undertake all of the obligations of Equilease thereunder from and after the date hereof.

Section 3. Equilease for the benefit of SH Leasing and the other parties to the Lease Agreements hereby confirms that it shall not be released from any of its obligations or liabilities arising or accruing under the Lease Agreements prior to the closing under the Asset Purchase Agreement with respect to Equilease's interest in the Lease Agreements.

Section 4. Equilease and SH Leasing agree to indemnify and hold each other harmless with respect to obligations under the Lease Agreements pursuant and subject to the terms set forth in the Asset Purchase Agreement.

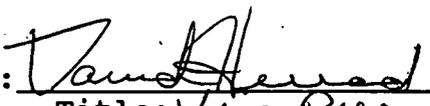
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed by their respective duly authorized officers as of the day and year first above written.

SH LEASING, INC.

By: 

Title: President

EQUILEASE CORPORATION

By: 

Title: Vice Pres.

Schedule 1

1. Conditional Sale Agreement dated as of September 16, 1976, as amended April 15, 1980 ("Conditional Sale Agreement"), by and among General Motors Corporation ("Vendor"), Equilease Corporation and Girard Bank, predecessor to Mellon Bank (East), National Association
2. Lease of Railroad Equipment dated as of April 15, 1980 ("Lease"), between Missouri Pacific Railroad Company and Equilease Corporation ("Lessor"), covering 26 Diesel Electric Locomotives
3. Lease Assignment dated as of April 15, 1980, given by Equilease Corporation to Girard Bank, predecessor to Mellon Bank (East) National Association, as Agent ("Agent") for the Paul Revere Life Insurance Company and Erie County Savings Bank
4. Guaranty Agreement dated as of September 16, 1976, as amended April 15, 1980, by and among General Motors Corporation, Equilease Corporation and Girard Bank, predecessor to Mellon Bank (East), National Association as Agent

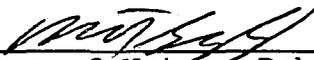
Corporate Form of Acknowledgement

State of New York

County of New York, ss:

On this 21st day of March, 1989 before me personally appeared, James A. Kayler, to me personally known, who being by me duly sworn, says that (s)he is the President of SH Leasing, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]



Signature of Notary Public

ROBERT A. GINZBERG
Notary Public, State of New York
No. 31-4855443
Qualified in New York County
Commission Expires Mar. 10, 19...

Corporate Form of Acknowledgement

State of New York

County of New York, ss:

On this 21st day of March, 1989 before me personally appeared, DAVID J. HERROD, to me personally known, who being by me duly sworn, says that (s)he is the Vice President of Equilease Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Ralph J. Carter

Signature of Notary Public

RALPH J. CARTER
Notary Public, State of New York
No. 24-4880483
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Dec. 15, ~~1989~~ 1990