

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT  
701 COMMERCE STREET  
DALLAS, TEXAS 75202

STEVEN R. PITZNER  
General Attorney

214-651-6742

October 1, 1984

In reply refer to:

410.043-95

RECORDATION NO. 14304-C  
OCT 2 1984 - 10 25 AM  
INTERSTATE COMMERCE COMMISSION

No. 4-276A034  
Date OCT 2 1984  
Fee \$ 10.00

ICC OFFICE OF  
THE SECRETARY  
OCT 2 10 50 AM '84  
MOTOR OPERATING UNIT

Mr. James H. Bayne, Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, DC 20423

ICC Washington, D. C.

RE: Assignment of Lease and Agreement between CIS  
Leasing Corp. and Chemical Business Credit Corp.

Dear Secretary Bayne:

I have enclosed an original and five counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Assignment of Lease and Agreement, a secondary document, dated as of the 1st day of October, 1984.

The primary document to which this is connected is a Lease recorded under recordation number 14304.

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

Assignor: CIS Leasing Corporation  
445 Washington Street  
San Francisco, CA 94111

Assignee: Chemical Business Credit Corporation  
Seven Corporate Park Drive  
White Plains, NY 10604

A description of the equipment covered by the document is as follows:

30 RBL Insulated Railcars, 60 ft., 100-ton cushioned underframe equipped with bulkhead loading devices, built in 1968, bearing the following MKT numbers:

*See 7 WJM  
(L.S.H.C.)*

*(C. Bayne)*

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY  
LAW DEPARTMENT

Mr. James H. Bayne

- 2 -

October 1, 1984

8802	8812-14	8828-35	8846
8804	8820-21	8837	8849-50
8806	8823	8839	8854
8810	8826	8841-44	8858

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission to the bearer of this letter for distribution to the parties.

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

Assignment of Lease and Agreement originally executed by and between CIS Leasing Corp. and Missouri-Kansas-Texas Railroad Company which assigned same to Chemical Business Credit Corp., covering 30 RBL insulated railcars, 60 ft., 100-ton cushioned underframed bearing MKT's road numbers 8802, 8804, 8806, 8810, 8812-14, 8820-21, 8823, 8826, ~~8828-~~ 35, 8837, 8839, 8841-44, 8846, 8849-50, 8854, and 8858.

I certify that I have knowledge of the foregoing.

Yours very truly,



Steven R. Pitzner  
General Attorney

SRP:sh  
Enclosures

cc: Michael Vitolo  
Archie C. Thomas

Interstate Commerce Commission  
Washington, D.C. 20423

10/2/84

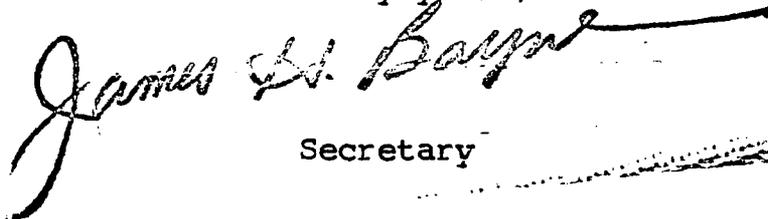
OFFICE OF THE SECRETARY

Steven R. Pitzner  
General Attorney  
Missouri-Kansas-Texas Railroad  
701 Commerce St.  
Dallas, Texas 75202

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 10/2/84 at 10:35am and assigned re-  
recording number(s). 14304-C & 14304-D

Sincerely yours,

  
Secretary

Enclosure(s)

OCT 2 1984 - 10 25 AM

## INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 1, 1984, between CIS LEASING CORP., a New York corporation (hereinafter called the Assignor), and CHEMICAL BUSINESS CREDIT CORP., a Delaware corporation (hereinafter together with its successors and assigns being called the Assignee).

WHEREAS the Assignor is leasing certain railroad equipment to the Missouri-Kansas-Texas Railroad Company (hereinafter called the Lessee) pursuant to a Lease of Railroad Equipment dated as of March 28, 1984, (hereinafter called the Lease);

WHEREAS, in order to finance the purchase price of such equipment, the Assignor entered into a Conditional Sale Agreement dated as of March 28, 1984 (hereinafter called the Conditional Sale Agreement) with Southwestern States Management Company (hereinafter called the Vendor), and CIS Rail Corporation, as assignee of the Vendor pursuant to an Agreement and Assignment dated as of March 28, 1984, is assigning the indebtedness thereunder to the Assignee pursuant to the Agreement and Assignment dated as of October 1, 1984;

WHEREAS, in order to provide security for the obligations of the Assignor under the Conditional Sale Agreement, the Assignor agrees to assign to the Assignee for security purposes its rights in, to, and under the Lease.

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

1. Assignment. As security for the due and punctual payment of the principal of and premium, if any, and interest on the indebtedness under the Conditional Sale Agreement and the performance and observance by the Assignor of all its agreements, obligations and covenants contained therein, the Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest (but none of the obligations) in and to the Lease and all payments, including, without limitation, all payments of rent and payments in respect of Casualty Occurrences (as defined in the Lease) due or to become due thereunder.

2. Filing and Recordation. This assignment or a counterpart or copy hereof or other evidence hereof may be

filed or recorded in any public office as may be necessary or appropriate to protect the interests of the Assignee in the Lease. The Assignor shall execute and file such statements and instruments and such continuation statements with respect to statements and instruments previously filed relating to the interests in the Lease created or assigned under this agreement as may be specified from time to time in written instructions of the Assignee.

3. Power of Attorney. The Assignor hereby appoints the Assignee the Assignor's attorney, irrevocably, with full power of substitution, to collect all payments due and to become due under or arising out of the Lease that have been assigned by this agreement, to enforce compliance with all the terms and provisions thereof, and to take any action or institute any proceedings that the Assignee may deem to be necessary or appropriate to protect and preserve the interest of the Assignee in the Lease and the Equipment covered thereby.

4. Payments under the Lease. The Assignor shall direct the Lessee to make all payments to be made by it under the Lease directly to the Assignee or in accordance with the Assignee's instructions until such time as the obligations of the Assignor hereunder and under the Conditional Sale Agreement have been discharged. The Assignor agrees that should it receive any such payments directed to be made to the Assignee or any proceeds for or with respect to the equipment covered by the Lease or as the result of the sale or other disposition thereof, it shall promptly forward such payments to the Assignee or in accordance with the Assignee's instructions. The Assignee agrees to apply amounts from time to time received by it (from the Lessee, the Assignor or otherwise) with respect to the Lease or such equipment to the payment of the principal of and interest on the indebtedness under the Conditional Sale Agreement then due and to the payment of any other amounts then due and payable under the Conditional Sale Agreement and, if no default thereunder shall have occurred and be continuing, to pay promptly any balance to the Assignor.

5. Release of Assignment. After all payments due and to become due hereunder shall have been made and the Assignor shall have performed all of its obligations hereunder and under the Conditional Sale Agreement, the assignment and all other rights in the Lease granted hereby shall cease and become null and void and all of the property, rights and interest granted and assigned hereby as security for the indebtedness under the Conditional Sale Agreement shall revert to and revest in the Assignor without any other act or formality whatsoever.

Upon receiving evidence satisfactory to it that the Assignor has fully performed and observed its covenants and obligations contained in this agreement and the Conditional Sale Agreement, the Assignee shall, at the request and at the expense of the Assignor, execute and deliver to the Assignor such termination statements, releases or other instruments as shall be necessary and appropriate to evidence the satisfaction and discharge of this agreement and the assignment hereby created.

6. Covenants. The Assignor shall faithfully abide by, perform and discharge each and every obligation, covenant and agreement that the Lease provides are to be performed by the Assignor. Without the written consent of the Assignee, the Assignor shall not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee that are intended to satisfy the obligations of the Assignor under the Conditional Sale Agreement or this agreement or to preserve and protect the interest of the Assignee in the Lease and the equipment covered thereby, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein, or enter into any agreement or take any action the result of which would be to amend, modify or terminate the Lease or the obligations of the Lessee thereunder.

7. Further Assurances. The Assignor covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as shall be reasonably requested by the Assignee for the purpose of fully carrying out and effectuating this agreement and the intent hereof.

8. Remedies of the Assignor. Unless and until the obligations of the Assignor under the Conditional Sale Agreement have been discharged, the Assignor, without the consent of the Assignee, shall not seek recovery of any amounts due under the Lease and shall not terminate the Lease or otherwise exercise the remedies available under the Lease against the Equipment.

9. Counterparts. This agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

10. Effectiveness. Although this agreement is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth in the acknowledgements hereto annexed, and this agreement shall be effective on the latest of such dates.

11. Representations and Warranties. Assignor warrants and represents that to the best of its knowledge the Lease and the Participation Agreement are in full force and effect and that no party thereto is in default thereunder. Assignor further warrants and represents that it has not assigned or pledged the whole or any part of the rights hereby assigned to Assignee to anyone other than Assignee and hereby covenants that it will not assign or pledge the whole or any part of the rights hereby assigned to Assignee to anyone other than Assignee, its successors or assigns except in connection with a transfer permitted under subparagraph 4.3 of the Participation Agreement dated as of March 28, 1984, among Missouri-Kansas-Texas Railroad Company, CIS Leasing Corp. and CIS Rail Corporation.

12. Amendment of Lease. CIS Leasing Corp. and the Missouri-Kansas-Texas Railroad Company hereby amend the Lease as follows:

(a) In line four of the fourth "Whereas" clause, the word "Lessee's" is hereby changed to "Lessor's";

(b) In line five of subsection 3(5), the words "the Assignee or Assignee's successors and assigns" are hereby added and inserted after the word "Lessor";

(c) Schedule B to the Lease is hereby amended as follows:

(i) the per quarter rental is changed from "\$438.21" to "\$470.93";

(ii) the final sentence of said Schedule shall be and hereby is amended in its entirety to read,

"Notwithstanding the above, a quarterly rental per Unit of \$438.21 shall be paid on June 30, 1984; a quarterly rental payment of \$ 438.21 per Unit shall be paid on September 30, 1984; and a quarterly rental payment of \$470.93 per Unit shall be paid on the dates shown on Schedule C hereof commencing December 31, 1984, and ending September 30, 1992."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names, by officers thereunto duly authorized, all as of the date first above written.

CIS LEASING CORP.

by  \_\_\_\_\_  
Vice President

CHEMICAL BUSINESS CREDIT CORP.

by  \_\_\_\_\_  
Vice President

CONSENT AND ACKNOWLEDGMENT

The Missouri-Kansas-Texas Railroad Company hereby consents and agrees that the Lease be and hereby is amended in accordance with Section 12 hereof.

MISSOURI-KANSAS-TEXAS  
RAILROAD COMPANY

 \_\_\_\_\_  
Vice President

STATE OF CALIFORNIA )  
 ) SS.:  
CITY OF SAN FRANCISCO )

On this 25 day of SEPT., 1984, before me personally appeared ALEX A. NAWAR, to me personally known, who, by me being duly sworn, says that he is VICE PRESIDENT of CIS Leasing Corp. that the foregoing 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.



Cleo De La Montanya  
Notary Public

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF WESTCHESTER )

On this 28<sup>th</sup> day of Sept, 1984, before me personally appeared Robert Genise, to me personally known, who, by be being duly sworn, says that he a Sr Vice President of Chemical Business Credit Corp., that the foregoing instrument was signed on behalf of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

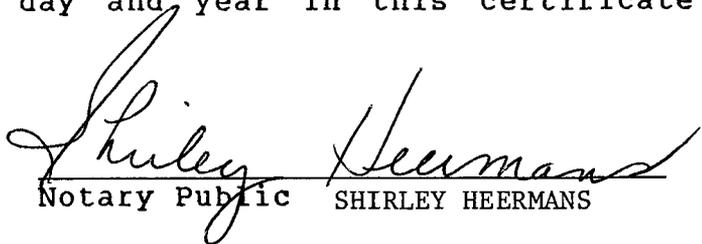
CAROL ANN SPINELLA  
Notary Public, State of New York  
Qualified in Westchester County  
No. 4748902  
Commission Expires March 30, 1985

Carol Ann Spinella  
Notary Public

STATE OF TEXAS )  
 ) SS.:  
COUNTY OF DALLAS )

On this 1st day of October, 1984, before me, SHIRLEY HEERMANS, a Notary Public of said State, on this day personally appeared Karl R. Ziebarth, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Vice President of Missouri-Kansas-Texas Railroad Company, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set me hand and affixed my official seal the day and year in this certificate first above written.

  
Notary Public SHIRLEY HEERMANS



My Commission Expires: 4/29/86

(0100T)