



UPPER MERION & PLYMOUTH RAILROAD COMPANY

Box 404

CONSHOHOCKEN, PA., 19428  
TELEPHONE: (215) 275-2066

0-070A033

RECORDATION NO. 10922-B Filed 1425

MAR 10 1980 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

March 10, 1980

MAR 7 1980  
Date  
Fee \$ 60.00

RECORDATION NO. 10922-A Filed 1425 **US Washington, D. C.**

Secretary  
Interstate Commerce Commission  
Washington, DC 20423  
MAR 10 1980 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts each of a Sublease Agreement dated September 4, 1979 and an Assignment and Assumption Agreement dated October 18, 1979.

A general description of the railroad equipment covered by the enclosed documents is as follows:

Twenty-Five (25) 100-ton open-top hopper cars bearing reporting marks and numbers MPSX 2001-2025 inclusive.

The names and addresses of the parties to the enclosed documents are:

A. Sublease Agreement, dated September 4, 1979.

SUBLESSOR: Upper Merion & Plymouth Railroad Company  
P.O. Box 404  
Conshohocken, PA 19428

SUBLESSEE: Missouri Public Service Company  
10700 East Highway 50  
Kansas City, Missouri 64138

The Sublease Agreement should be recorded under recordation number 10922-A.

B. Assignment and Assumption Agreement.

ASSIGNOR: Upper Merion & Plymouth Railroad Company  
P.O. Box 404  
Conshohocken, PA 19428

RECEIVED  
MAR 10 2 08 PM '80  
T.C.C.  
FEE OPERATION BR.

*C.T. Kumpfer*  
*C. Bentley*

ASSIGNEE: American Leasing Investors  
660 Newport Center Drive  
Newport Beach, CA 92660

The Assignment and Assumption Agreement should be filed under recordation number 10922-B.

The undersigned is the Assistant Secretary of the Sublessor and Assignor mentioned in the enclosed documents and has knowledge of the matters set forth therein.

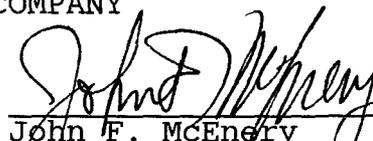
Please return the original of the enclosed Sublease Agreement and Assignment and Assumption Agreement to Charles Kappler, Esq., Alvord and Alvord, 200 World Center Building, 918 Sixteenth Street, N.W., Washington, DC 20006, or to the bearer hereof.

Also enclosed is a remittance in the amount of the required recording fees.

Very truly yours,

UPPER MERION & PLYMOUTH RAILROAD  
COMPANY

By

  
\_\_\_\_\_  
John F. McEnergy  
Assistant Secretary

JFM/ajm  
B/WK3

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

3/10/80

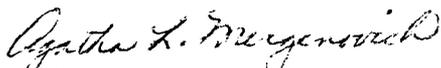
OFFICE OF THE SECRETARY

John F McEnery  
Upper Merion & Plymouth RR Co.  
Box 404  
Conshohocken PA. 19428

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 3/10/80 at 2:15pm , and assigned re-  
recording number(s) . 10922-A & 10922-B

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

10922-B

RECORDATION NO. 10922-B Filed 1425

ASSIGNMENT AND ASSUMPTION AGREEMENT

MAR 10 1980-2 15 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT made as of this 18th day of October, 1979 by and between UPPER MERION AND PLYMOUTH RAILROAD COMPANY ("Assignor") and AMERICAN LEASING INVESTORS ("Assignee").

In consideration of the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee, desiring legally to be bound, hereby agree as follows:

1. Assignment. Assignor hereby assigns and sets over unto Assignee on the date hereof, all of its right, title and interest in, under and to that certain agreement of lease dated September 4, 1979 (the "Lease") between Assignor, as lessor, and Missouri, Public Service Company, as lessee, and all schedules, riders and supplements thereto and any guaranty of Lessee's obligations thereunder.

2. Obligations. Assignee hereby agrees to accept and undertake to discharge each and every one of the obligations of Assignor under the Lease, all in accordance with the terms and conditions thereof.

3. Representations and Warranties. Assignor represents and warrants to Assignee that on the date hereof the Lease is in full force and effect and, to the best of Assignor's knowledge, no defaults or conditions which, with the passage of time or giving of notice or both, would constitute defaults, exist thereunder.

4. Further Assurances. Assignor, for itself and its successors and assigns, further covenants and agrees to do, execute and deliver, or to cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Assignee and its successors and assigns, all and singular, the Lease hereby assigned, as Assignee and its successors and assigns shall request.

This Agreement and the representations, warranties and covenants herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed on the day and year first above written.

ASSIGNOR: UPPER MERION AND PLYMOUTH  
RAILROAD COMPANY

By: *W. B. Schwood*  
Title: *Pres*

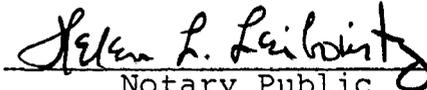
ASIGNEE: AMERICAN LEASING INVESTORS

By: *W. B. Schwood*  
Title: *Pres*



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

On this 19th day of October, 1979, before me personally appeared STEPHEN GOLDSMITH, to me personally known, who being by me duly sworn, did depose and say that he is the Executive Vice President of the Managing Partner of AMERICAN LEASING INVESTORS, a limited partnership organized under the laws of the State of California, the partnership described in and who executed the foregoing Agreement as his free act and deed.

  
\_\_\_\_\_  
Notary Public

**HELEN L. LEIBOWITZ**  
**Notary Public, State of New York**  
**No. 41-4673967**  
**Qualified in Queens Co.**  
**Commission Expires March 30, 1981**

