

**ITEL**



**IteI Rail Corporation**

55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234

May 16, 1984

RECORDATION NO. 9756-H Filed 1/25

Mr. James H. Bayne, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20429  
**MAY 22 1984 - 2 20 PM**  
**INTERSTATE COMMERCE COMMISSION**

**5/22/84**  
**20:20**

Dear Mr. Bayne:

**ICC Washington, D. C.**

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of IteI Rail Corporation for filing and recordation under the Sublease Agreement dated as of October 6, 1983 between East Camden and Highland Railroad Company and Green Bay and Western Railroad Company, which was filed on January 27, 1984 and given I.C.C. Recordation No. 9756-H, four counterparts of the following document:

Assignment of Sublease and Agreement dated as of February 24, 1984 between East Camden and Highland Railroad Company and IteI Rail Corporation.

The names and addresses of the parties to the aforementioned Assignment are:

1. East Camden and Highland Railroad Company  
Box 3180  
East Camden, Arkansas 71701
2. IteI Rail Corporation  
55 Francisco, 7th Floor  
San Francisco, California 94133

The equipment covered by this Assignment is fifty (50) 50' general purpose boxcars, A.A.R. mechanical designation XM, bearing reporting marks GBW 10050-10099.

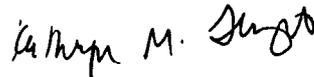
Also enclosed is a check in the amount of \$20.00 for the required recording fees, \$10.00 for the filing fee and \$10.00 for cross-indexing requested below.

Please cross-index under Recordation No. 14165.

Mr. James H. Bayne, Secretary  
May 16, 1984  
Page Two

Please stamp all counterparts of the enclosed Assignment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of the document.

Sincerely,



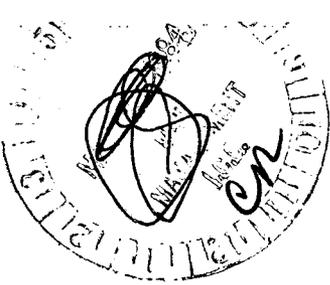
Kathryn M. Thyret  
Legal Assistant

KMT/csh  
Enclosures

cc: Robert S. Clark, Esq.  
Senior Trust Officer  
First Security Bank of Utah, N.A.  
Corporate Trust Division  
79 South Main Street  
Salt Lake City, Utah 84125

Virginia Hanger  
Itel Rail Corporation

L-0665  
3/2/84



RECORDATION NO. 9756-K Filed 1425

MAY 22 1984 -2 20 PM

INTERSTATE COMMERCE COMMISSION

**ASSIGNMENT OF SUBLEASE AND AGREEMENT** dated as of February 24, 1984 (hereunder called this Assignment), by and between **EAST CAMDEN AND HIGHLAND RAILROAD COMPANY**, an Arkansas corporation ("EACH") and **ITEL RAIL CORPORATION**, a Delaware corporation ("Itel").

**WHEREAS**, Itel has entered into a Consolidated, Amended, and Restated Equipment Trust Agreement, dated January 1, 1982, (the "ETC Modification Agreement"), and pursuant to the ETC Modification Agreement, Itel has certain obligations with respect to the Itel Corporation, Itel Rail Corporation 10% Amended Equipment Trust Certificates, 1978 Series 3, due 1994 (the "Amended 1978 Series 3 Trust Certificates"); and

**WHEREAS**, EACH and Itel have entered into a lease of Equipment (as defined in the ETC Modification Agreement) dated as of April 26, 1978, (the "Lease"), providing for the leasing by Itel to EACH of units of the Trust Equipment (as defined in the ETC Modification Agreement); and

**WHEREAS**, the Lease may also cover the leasing to EACH of other equipment not included as part of the Trust Equipment; and

**WHEREAS**, in order to provide security for the obligations of Itel under the ETC Modification Agreement, Itel assigned for security purposes its rights, to and under the Lease to the Trustee as and only to the extent that the Lease relates to the Trust Equipment; and

**WHEREAS**, by Amendment No. 7 dated October 12, 1983 to the Lease (hereinafter called the "Amendment"), Itel Rail consented to EACH's entering into a sublease agreement with Green Bay and Western Railroad (hereinafter called "GBW") for up to fifty (50) units of Trust Equipment (the "Subleased Equipment") bearing reporting marks from within the series EACH 2351-2500; and

**WHEREAS**, EACH has entered into such a sublease agreement which is dated October 6, 1983 (the "GBW Sublease"); and

**WHEREAS**, Itel Rail intends to change the reporting marks on the Subleased Equipment from marks within the series EACH 2351-2500 to the GBW reporting marks listed in Annex A; and

**WHEREAS**, in order to continue to provide security for the obligations of EACH under the Lease, EACH agrees to assign to Itel for security purposes only, EACH's rights in, to and under the GBW Sublease as and only to the extent that the GBW Sublease relates to the units of Trust Equipment.

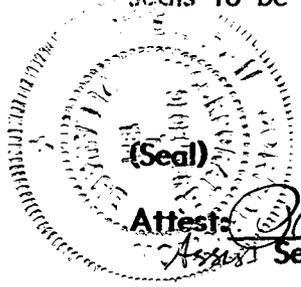
**NOW, THEREFORE**, in consideration of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto hereby agree as follows:

1. EACH hereby assigns, transfers, and sets over unto Itel, as collateral security for the payment and performance of EACH's obligations under the Lease, all of EACH's rights, title, and interest, powers, privileges, and other benefits under the GBW Sublease as and only to the extent that the GBW Sublease relates to the Trust Equipment set forth in Annex A hereto, including, without limitation, all rights to receive and collect all rental, profits, and other sums payable to or receivable by EACH from GBW under or pursuant to the provisions of the GBW Sublease, whether as rent, casualty payment, indemnity, liquidated damages, or otherwise (such moneys being hereinafter called the "Payments"); it is understood that Itel shall be entitled to collect and receive all the Payments and to make all waivers and agreements, to give all notices, consents, and releases, to take all action upon the happening of an event of default specified in the GBW Sublease, and to apply all Payments to which Itel is entitled hereunder to the payment of any and all of EACH's obligations under the Lease and to retain the balance, if any. In furtherance of the foregoing assignment, but subject to the foregoing provisions of this paragraph, EACH hereby irrevocably authorizes and empowers Itel in its own name, or in the name of its nominee or as its attorney, to ask, demand, sue for, collect, and receive any and all the Payments to which EACH is or may become entitled under the GBW Sublease, and to enforce compliance by GBW with all the terms and provisions thereof. Should the GBW Sublease cover other equipment not included as part of the Trust Equipment and the amount of any payment due to EACH under the GBW Sublease as car hire payments (including both straight and incentive per diem), mileage charges, or other rental revenues is calculated on an aggregate basis for all equipment leased thereunder, for the purposes of this Assignment an amount equal to the Assigned Fraction (as hereinafter defined) of each such payment shall be deemed to be payable with respect to such Trust Equipment leased under the GBW Sublease. The term "Assigned Fraction" as used herein shall mean a fraction the numerator of which shall be the number of units of equipment comprising such Trust Equipment leased under the GBW Sublease and the denominator of which shall be the aggregate number of units of equipment (including such units of Trust Equipment) at the time leased under the GBW Sublease.
2. The execution and delivery of this Assignment shall not subject Itel to, or transfer, or pass, or in any way affect or modify, the liability of EACH under the GBW Sublease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of EACH to GBW shall be and remain enforceable by GBW, its successor and assigns, against, and only against EACH or persons other than Itel.
3. To protect the security afforded by this Assignment, EACH agrees as follows:

  - (a) EACH will faithfully abide by, perform and discharge each and every obligation, covenant, and agreement which the GBW Sublease provides is to be performed by EACH;
  - (b) At EACH's sole cost and expense, EACH will appear in and defend every action or proceeding arising under, growing out of, or in any manner connected with the obligations, duties, or liabilities of EACH under the GBW Sublease; and

- (c) Should EACH fail to make any payment or to do any act which this Assignment requires EACH to make or do, then Itel may, but without obligation so to do, after first making written demand upon EACH and affording EACH a reasonable period of time within which to make such payment or do such act, but without releasing EACH from any obligation hereunder, make or do the same in such manner and to such extent as Itel may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of Itel, and also the right to perform and discharge each and every obligation, covenant, and agreement of EACH contained in the GBW Sublease, and in exercising any such powers, Itel may pay necessary costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees, and EACH will reimburse Itel for such costs, expenses, and fees.
4. Upon the full discharge and satisfaction of all of EACH's obligations under the Lease and this Assignment, all rights herein assigned to Itel shall terminate, and all estate, right, title and interest of Itel in and to the GBW Sublease shall revert to EACH.
  5. EACH will, from time to time, do and perform any other act and will execute, acknowledge, and deliver and file, register, deposit, and record (and will refile, reregister, rerecord, or redeposit whenever required) any and all further instruments required by law or reasonably requested by Itel in order to confirm or further assure the interests of Itel hereunder.
  6. Itel may assign all or any of the rights assigned to it through this Assignment and Agreement or arising under the GBW Sublease, including without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of Itel hereunder. Itel will give written notice to EACH and GBW of any such assignment.
  7. This Assignment shall be governed by the laws of the State of Arkansas, but the parties shall be entitled to all rights conferred by the laws of the United States permitting filing with the Interstate Commerce Commission.

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



(Seal)

Attest:

*John S. Rice*  
Secretary

ITEL RAIL CORPORATION

By:

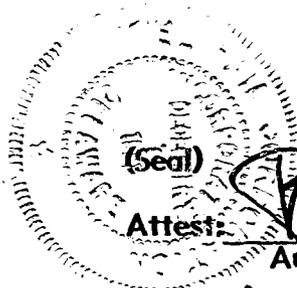
*[Signature]* 29211  
*[Signature]*

EAST CAMDEN AND HIGHLAND RAILROAD COMPANY

By:

*[Signature]*

EXE. VICE-PRESIDENT



(Seal)

Attest:

*[Signature]*  
Authorized Officer  
Auditor + Asst. Treas.

L-0665

ANNEX A

<u>No. of Units</u>	<u>Current GBW Reporting Marks</u>	<u>Trust Equipment Description</u>	<u>AAR Mechanical Designation</u>
50	GBW 10050-10099	50'6", 70-Ton PL.C., C-Sgl. Boxcars	XM

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN FRANCISCO )

ss:

On this 16 day of May, 1984, before me personally appeared Desmond Hayes, et al to me personally known, who, being by me duly sworn, says that he is <sup>Acting VP</sup> President of Itel Rail Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its by-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission Expires: May 8, 1987

STATE OF ARKANSAS )  
 )  
COUNTY OF OUACHITA )

ss:

On this 13th day of MARCH, 1984, before me personally appeared DON E. GHENT, to me personally known, who, being by me duly sworn, says that such person is EXE.VICE-PRESIDENT of East Camden and Highland Railroad Company, that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

*[Handwritten Signature: Sarah L. Derrick]*  
\_\_\_\_\_  
Notary Public

(Notarial Seal)

My Commission Expires: MY COMMISSION EXPIRES 11-15-84

