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A FIRM INCLUDING
PROFESSIONAL
CORPORATIONS

NATHAN NISENBAUM
HOWARD R. COHEN

ROBERT E. DWYER
THOMAS L. WILLIAMS

LISTED ATTORNEYS
NOT ADMITTED
TO PRACTICE IN NEW YORK

November 20, 1987

REGISTRATION NO. *7275-C*

NOV 23 1987 - 2 45 PM

INTERSTATE COMMERCE COMMISSION

AIRBORNE EXPRESS

Interstate Commerce Commission
Twelfth and Constitution Avenues, N.W.
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

Dear Ms. Lee:

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

This document is Lessee's Assignment of Lease with Consent attached, a secondary document, dated September 8, 1987.

We request that this document be cross-indexed.

The primary document to which this is connected is recorded under Recordation Number 7275 and Number 7275A.

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

Lessor: Firstmark Corporation, successor to CIC/AA Morrison, Inc. (which subsequently changed its name to Firstmark Morrison, Inc.) by reason of merger
110 East Washington Street
Indianapolis, Indiana 46204

Assignor: North Louisiana & Gulf Railroad Company
Hodge, Louisiana 71247

Assignee: MidLouisiana Rail Corporation
111 East Capitol, Suite 500
Jackson, Mississippi 39201

A description of the equipment covered by the document follows:

*11/23/87
10:00*

Interstate Commerce Commission

November 20, 1987

Page 2

forty-five (45) 70 Ton Pulpwood Cars, North Louisiana & Gulf Railroad Company Road Numbers 1001 through 1045, and forty (40) 70 Ton Pulpwood Flat Cars, North Louisiana & Gulf Railroad Company Numbers 1100 through 1139, together with all repairs, accessories, attachments and other equipment then or thereafter attached

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Kavinsky & Cook, 110 East Washington Street, Indianapolis, Indiana 46204, Attention: Howard R. Cohen.

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

Lessee's Assignment of Lease, dated *September 8*, 1987, by North Louisiana & Gulf Railroad Company, Hodge Louisiana, 71247, to MidLouisiana Rail Corporation, 111 East Capitol Street, Jackson, Mississippi, 39201, pertaining to Lessee's interest in a lease dated as of March 1, 1973, between CIC/A.A. Morrison, Inc. (a predecessor by merger to Firstmark Corporation), lessor, and North Louisiana & Gulf Railroad Company, lessee, and recorded with the Interstate Commerce Commission on December 26, 1973, under Recordation No. 7275, as amended by a certain Addendum thereto dated July 31, 1973, and recorded with the Interstate Commerce Commission on December 26, 1973, under Recordation No. 7275-A, and as further amended by a certain Second Addendum thereto dated February 6, 1976, and recorded with the Interstate Commerce Commission on April 6, 1979, under Recordation No. 7275-B (such lease together with the addendum and second addendum thereto is hereinafter referred to as "Lease I"), which Lease I covers forty-five (45) 70 Ton Pulpwood Cars, North Louisiana & Gulf Railroad Company Road Numbers 1001 through 1045, and forty (40) 70 Ton Pulpwood Flat Cars, North Louisiana & Gulf Railroad Company Numbers 1100 through 1139, together with all repairs, accessories, attachments and other equipment then or thereafter attached.

Sincerely,



Howard R. Cohen, Attorney
for Firstmark
Corporation, Lessor

dlr
Enclosure
4495Z-223(9-10)

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

11/24/87

Howard R. Cohen, Atty.
Kavinoky & Cook
Morris Plan Building
110 E Washington Street
Indianapolis, Indiana 46204

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 11/23/87 at 2:45pm, and assigned re-
recording number(s) . 7275-C & 7276-B

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

LESSEE'S ASSIGNMENT OF LEASE

REGISTRATION NO. 7275-C
NOV 23 1987 4:45 PM
INTERSTATE COMMERCE COMMISSION

This assignment is made this 8th day of September 1987, between North Louisiana & Gulf Railroad Company, a Louisiana corporation, with its principal office located at c/o Stone Container Corporation, 150 North Michigan Avenue, Chicago, Illinois 60601

(hereinafter referred to as "Assignor") and MidLouisiana Rail Corporation, a DELAWARE corporation with its principal offices located at 111 East Capitol St Jackson Ms 39201, (hereafter referred to as "Assignee").

For and in consideration of the sum of one Dollars (\$ 1⁰⁰), and

other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee all of its right, title, and interest in and to a lease dated as of March 1, 1973, between CIC/A.A. Morrison, Inc. (a predecessor by merger to Firstmark Corporation), lessor, and North Louisiana & Gulf Railroad Company, lessee, and recorded with the Interstate Commerce Commission on December 26, 1973, under Recordation No. 7275, as amended by a certain Addendum thereto dated July 31, 1973, and recorded with the Interstate Commerce Commission on December 26, 1973, under Recordation No. 7275-A, and as further amended by a certain Second Addendum thereto dated February 6, 1976, and recorded

with the Interstate Commerce Commission on April 6, 1979, under Recordation No. 7275-B (such lease together with the addendum and second addendum thereto is hereinafter referred to as "Lease I").

Assignee does hereby accept the foregoing assignment as of the date of the execution of this agreement and hereby assumes and agrees to perform all the terms, conditions, covenants, and agreements of the above described Lease I on the part of the Lessee to be performed. The agreement of the Assignee herein shall be binding on the heirs, legal representatives, successors, and assigns of Assignee. Assignor, in making this assignment, shall in no way be relieved of any obligation or liability to the Lessor.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment at JACKSON MS, on this 11th day of November, 1987.

NORTH LOUISIANA & GULF
RAILROAD COMPANY

By [Signature]
Title VP.

MIDLOUISIANA RAIL CORPORATION

By [Signature]
Title PRESIDENT + CEO

STATE OF Illinois)
COUNTY OF Cook) SS:

On this 16th day of November, 1987, before me personally appeared Leslie J. Federer, to me personally known, who being by me duly sworn, says that (x)he is the Vice President of North Louisiana & Gulf Railroad Company, 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.

Frances R. Hansen
Notary Public Residing In
Cook County, Illinois
FRANCES R. HANSEN
Printed Name

My commission expires:

2-28-89

STATE OF Mississippi)
COUNTY OF Ninth) SS:

On this 11th day of November, 1987, before me personally appeared EL Meyer, to me personally known, who being by me duly sworn, says that (s)he is the President & CEO of MidLouisiana Rail 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.

Donna R May
Notary Public Residing In
Hinds County, MS
DONNA R MAY
Printed Name

My commission expires:

My Commission Expires May 20 1990

CONSENT

The undersigned, Firstmark Corporation, the Lessor named above, does hereby consent to the foregoing Assignment of Lease on the express condition that the Assignee has agreed to perform and shall perform to the undersigned, as Lessee, the terms, conditions, covenants, and agreements of the described Lease on the part of the Lessee to be performed, and that said North Louisiana & Gulf Railroad Company shall in no way be relieved of any liability or obligation to the Lessor pursuant to said Lease.

FIRSTMARK CORPORATION

By *[Signature]*

STATE OF Indiana)
COUNTY OF Marion) SS:

On this 19th day of November, 1987, before me personally appeared Jeffrey R. Roehrig, to me personally known, who being by me duly sworn, says that (s)he is the President of Firstmark 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.

Mary L. Rose
Notary Public Residing In
Marion County, Indiana
MARY L. ROSE
Printed Name

My commission expires:
June 5, 1989