

STEPTOE & JOHNSON

1250 CONNECTICUT AVENUE  
WASHINGTON, D. C. 20036

CHERYL A. SKIGIN  
(202) 862-2053

①  
1-044A167

No. FEB 13 1981  
Date.....  
Fee \$.....70.  
ICC Washington, D. C.

February 11, 1981

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Room 2215, 12th and Constitution  
Avenues  
Washington, DC 20423

11833-8  
RECORDED NO. 11833-8  
FEB 18 1981 - 1 00 PM  
INTERSTATE COMMERCE COMMISSION

RECORDED NO. 11833-8  
FEB 13 1981 - 1 00 PM  
INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. § 11303 are several copies of the following documents:

LEASE AGREEMENT, dated as of October 29, 1980, between BRAE CORPORATION and FARMERS UNION GRAIN TERMINAL ASSOCIATION; and,

ASSIGNMENT OF LEASE, dated as of January 31, 1981, from BRAE CORPORATION to MANUFACTURERS NATIONAL BANK OF DETROIT.

They relate to 100-ton, 4750 cubic foot covered hopper railcars. The Lease Agreement covers 100 numbered BRAX 260225 through BRAX 260324; the Assignment covers 86 numbered as follows: BRAX 260225 through BRAX 260225, BRAX 260226, BRAX 260228 through BRAX 260230, BRAX 260232 through BRAX 260234, BRAX 260236 through BRAX 260246, BRAX 260248 through BRAX 260250, BRAX 260252 through BRAX 260257, BRAX 260282 through BRAX 260288, BRAX 260291 through BRAX 260311, BRAX 260313 through BRAX 260318, and BRAX 260231 through BRAX 260324. In addition, the Lease covers an additional 100 cars. These units are 100-ton 4700 cubic foot covered hoppers, numbered BRAX 260125 through BRAX 260224. All equipment numbers are inclusive.

The names and addresses of the parties to the transactions evidenced by the documents described above are as follows:

1. Lease Agreement --

Lessor: Brae Corporation  
Suite 1760, Three Embarcadero Center  
San Francisco, CA 94111  
Lessee: Farmers Union Grain Terminal Association  
1667 North Snelling Street  
St. Paul, MN 55164

2. Assignment of Lease --

Assignor: Brae Corporation  
Suite 1760, Three Embarcadero Center  
San Francisco, CA 94111

*Maureen McCarroll*

Ms. Mergenovich

- 2 -

February 11, 1981

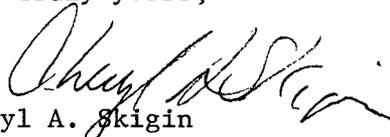
Assignee: Manufacturers National Bank of Detroit  
100 Renaissance Center  
Detroit, MI 48243

It is requested that these documents be filed and recorded under the names of the parties as set forth above. In view of the fact that they relate to the Equipment Trust Agreement, dated as of June 10, 1980, previously assigned recordation number 11833, it is additionally requested that they be assigned the next available letter designations (which are believed to be "K" and "L") under that primary number.

Twenty dollars (\$20.00) has been added to the filing fee to cover the following cross indexing: (1) Cross index the Lease under the name of the Assignee, Manufacturers National Bank of Detroit. (2) Cross index the Assignment of Lease under the name of the Lessee, Farmers Union Grain Terminal Association.

Please return to the person presenting this letter: (1) your letter acknowledging the filing, (2) a receipt for the \$70.00 filing fee paid by checks drawn on this firm, (3) the enclosed copies of this letter, and (4) any copies of the document not required for recordation--all stamped to indicate appropriate filing information.

Very truly yours,



Cheryl A. Skigin

MBM:mbm

RECORDATION NO. 118338 FILED 1425

FFB 12 1981 -1 00 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

Dated as of January 31, 1981

From

BRAE CORPORATION

To

MANUFACTURERS NATIONAL BANK OF DETROIT  
as Trustee under The American Road Trust No. 1

(Lease Assignment No. 5  
Lessee: Farmers Union Grain  
Terminal Association  
86 covered hoppers)

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE dated as of January 31, 1981 (this "Assignment") is from BRAE CORPORATION, a Delaware corporation (the "Assignor"), to MANUFACTURERS NATIONAL BANK OF DETROIT, a national banking association, not individually but solely as trustee (the "Owner-Trustee") under a Trust Agreement dated as of March 1, 1980 (the "Trust Agreement") among the Owner-Trustee, Braecar, Inc., a California corporation, the Assignor and Ford Motor Credit Company, a Delaware corporation.

R E C I T A L S

A. The Assignor has entered into the agreement described in Schedule A hereto (to the extent and only to the extent that it relates to the railroad cars described in Schedule A hereto, the "Lease") providing for the leasing of the railroad cars (collectively the "Equipment" and individually a "Unit" or "Unit of Equipment") described in Schedule A hereto.

B. The Assignor desires to assign the Lease to the Owner-Trustee and the Owner-Trustee, pursuant to the authority and direction contained in the Trust Agreement, desires to accept said assignment.

C. Pursuant to the Trust Agreement, the Owner-Trustee will purchase the Equipment for leasing pursuant to the Lease and management by the Assignor pursuant to the Railcar Management and Service Agreement dated as of March 1, 1980 between the Owner-Trustee and the Assignor.

NOW THEREFORE, in consideration of the premises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1. ASSIGNMENT.

The Assignor hereby assigns, transfers and sets over unto the Owner-Trustee outright, and not as collateral security, all of the Assignor's rights, titles and interests, powers, privileges, and other benefits in, to and under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or

receivable by the Assignor under or pursuant to the provisions of the Lease whether as rent, casualty payment indemnity, liquidated damages, or otherwise (such moneys being hereinafter called the "Payments") and the right to make all waivers, modifications and agreements to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, to amend and supplement the Lease, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under or with respect to the Lease. In furtherance of the foregoing assignment, the Assignor hereby irrevocably authorizes and empowers the Owner-Trustee in its own name, or in the name of its nominee, or in the name of the Assignor as attorney-in-fact for the Assignor to ask, demand, sue for, collect and receive any and all Payments to which the Assignor is or may become entitled under the Lease, and to enforce compliance with all the terms and provisions thereof.

#### SECTION 2. ASSUMPTION.

The Owner-Trustee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities of the Assignor arising under the Lease.

#### SECTION 3. WARRANTIES AND REPRESENTATIONS.

The Assignor covenants, warrants and represents that:

- (a) The Assignor has good title to the Lease as the owner thereunder free and clear of any liens or encumbrances and has full right, power and authority to enter into, execute and deliver this Assignment;
- (b) The Lease is genuine, valid and subsisting and in all respects what it purports to be, and no default by any party to the Lease in the performance or observance of any of the terms and provisions of the Lease has occurred and is continuing;
- (c) No Unit of Equipment has been delivered to and accepted by the Assignor or by any other party to the Lease, no amendment to the Lease has been executed and delivered by the Assignor or any other party thereto, and no Payment has been made to the Assignor pursuant to any provision of the Lease; and
- (d) The Assignor will do, execute, acknowledge and deliver all such further acts, bills of sale, assignments,

transfers, assurances and such other documents, endorsements or instruments as may reasonably be required to assure, confirm or evidence the title and interest of the Owner-Trustee in and to the Lease and the Payments.

SECTION 4. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California, but the parties shall be entitled to all rights conferred by 49 U.S.C. §11303.

SECTION 5. COUNTERPARTS.

This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Owner-Trustee shall be deemed to be the original and all others shall be deemed to be duplicates thereof. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall sign at least one counterpart.

SECTION 6. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. LIMITATIONS OF LIABILITY OF OWNER-TRUSTEE.

The Owner-Trustee is entering into this Agreement solely in furtherance of its obligations as trustee under the Trust Agreement and not in its individual capacity, and under no circumstances shall the Owner-Trustee, in its individual capacity, be personally liable for any loss in respect of any of the statements, warranties, representations, agreements or obligations of the Owner-Trustee hereunder and the Assignor shall look solely to the Trust Estate under the

Trust Agreement for satisfaction of any claim against the  
Owner-Trustee hereunder.

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

BRAE CORPORATION

By Lawrence W. Bisio  
Its Vice President-Finance

MANUFACTURERS NATIONAL BANK  
OF DETROIT, not individually  
but solely as Trustee

By \_\_\_\_\_  
Its \_\_\_\_\_

SCHEDULE A  
(to Assignment of Lease)

Lease:

Lease Agreement dated as of October 29, 1980  
between the Assignor, as lessor, and Farmers Union Grain  
Terminal Association, as lessee, to the extent and only to  
the extent that such Lease relates to the equipment described  
below.

DESCRIPTION OF EQUIPMENT

<u>Number of Units</u>	<u>Description (including AAR Designation)</u>	<u>Mark and Numbers (both inclusive)</u>
86	100-ton 4750 cubic foot covered hopper cars; AAR designation LO	BRAX 260225-BRAX 260226 BRAX 260228-BRAX 260230 BRAX 260232-BRAX 260234 BRAX 260236-BRAX 260246 BRAX 260248-BRAX 260250 BRAX 260252-BRAX 260257 BRAX 260260-BRAX 260279 BRAX 260282-BRAX 260288 BRAX 260291-BRAX 260311 BRAX 260313-BRAX 260318 BRAX 260321-BRAX 260324

(The American Road Trust No. 1)

'STATE OF MICHIGAN )  
 )  
COUNTY OF WAYNE ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1981,  
before me personally appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn, says that  
he is a \_\_\_\_\_ of  
MANUFACTURERS NATIONAL BANK OF DETROIT, that said 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.

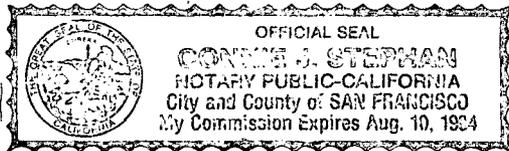
\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
CITY AND COUNTY OF SAN FRANCISCO ) ss.:

On this 4th say of February, 1981,  
before me personally appeared Lawrence W. Briscoe,  
to me known, who, being by me duly sworn, did depose and say  
that he is the Vice President-Finance of BRAE CORPORATION,  
the corporation which executed the above instrument; that he  
signed his name to the above instrument by authority of the  
Board of Directors of said corporation; and that he acknowledged  
that that the execution of the above instrument was the free  
act and deed of such corporation.



*Connie J. Stephan*  
Notary Public

[SEAL]

My Commission Expires: August 10, 1984

ASSIGNMENT OF LEASE

Dated as of January 31, 1981

From

BRAE CORPORATION

To

MANUFACTURERS NATIONAL BANK OF DETROIT  
as Trustee under The American Road Trust No. 1

(Lease Assignment No. 5  
Lessee: Farmers Union Grain  
Terminal Association  
86 covered hoppers)

## ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE dated as of January 31, 1981 (this "Assignment") is from BRAE CORPORATION, a Delaware corporation (the "Assignor"), to MANUFACTURERS NATIONAL BANK OF DETROIT, a national banking association, not individually but solely as trustee (the "Owner-Trustee") under a Trust Agreement dated as of March 1, 1980 (the "Trust Agreement") among the Owner-Trustee, Braecar, Inc., a California corporation, the Assignor and Ford Motor Credit Company, a Delaware corporation.

### R E C I T A L S

A. The Assignor has entered into the agreement described in Schedule A hereto (to the extent and only to the extent that it relates to the railroad cars described in Schedule A hereto, the "Lease") providing for the leasing of the railroad cars (collectively the "Equipment" and individually a "Unit" or "Unit of Equipment") described in Schedule A hereto.

B. The Assignor desires to assign the Lease to the Owner-Trustee and the Owner-Trustee, pursuant to the authority and direction contained in the Trust Agreement, desires to accept said assignment.

C. Pursuant to the Trust Agreement, the Owner-Trustee will purchase the Equipment for leasing pursuant to the Lease and management by the Assignor pursuant to the Railcar Management and Service Agreement dated as of March 1, 1980 between the Owner-Trustee and the Assignor.

NOW THEREFORE, in consideration of the premises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

#### SECTION 1. ASSIGNMENT.

The Assignor hereby assigns, transfers and sets over unto the Owner-Trustee outright, and not as collateral security, all of the Assignor's rights, titles and interests, powers, privileges, and other benefits in, to and under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or

receivable by the Assignor under or pursuant to the provisions of the Lease whether as rent, casualty payment indemnity, liquidated damages, or otherwise (such moneys being hereinafter called the "Payments") and the right to make all waivers, modifications and agreements to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, to amend and supplement the Lease, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under or with respect to the Lease. In furtherance of the foregoing assignment, the Assignor hereby irrevocably authorizes and empowers the Owner-Trustee in its own name, or in the name of its nominee, or in the name of the Assignor as attorney-in-fact for the Assignor to ask, demand, sue for, collect and receive any and all Payments to which the Assignor is or may become entitled under the Lease, and to enforce compliance with all the terms and provisions thereof.

## SECTION 2. ASSUMPTION.

The Owner-Trustee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities of the Assignor arising under the Lease.

## SECTION 3. WARRANTIES AND REPRESENTATIONS.

The Assignor covenants, warrants and represents that:

(a) The Assignor has good title to the Lease as the owner thereunder free and clear of any liens or encumbrances and has full right, power and authority to enter into, execute and deliver this Assignment;

(b) The Lease is genuine, valid and subsisting and in all respects what it purports to be, and no default by any party to the Lease in the performance or observance of any of the terms and provisions of the Lease has occurred and is continuing;

(c) No Unit of Equipment has been delivered to and accepted by the Assignor or by any other party to the Lease, no amendment to the Lease has been executed and delivered by the Assignor or any other party thereto, and no Payment has been made to the Assignor pursuant to any provision of the Lease; and

(d) The Assignor will do, execute, acknowledge and deliver all such further acts, bills of sale, assignments,

transfers, assurances and such other documents, endorsements or instruments as may reasonably be required to assure, confirm or evidence the title and interest of the Owner-Trustee in and to the Lease and the Payments.

SECTION 4. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California, but the parties shall be entitled to all rights conferred by 49 U.S.C. §11303.

SECTION 5. COUNTERPARTS.

This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Owner-Trustee shall be deemed to be the original and all others shall be deemed to be duplicates thereof. It shall not be necessary that any counterpart be signed by all the parties so long as each party hereto shall sign at least one counterpart.

SECTION 6. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. LIMITATIONS OF LIABILITY OF OWNER-TRUSTEE.

The Owner-Trustee is entering into this Agreement solely in furtherance of its obligations as trustee under the Trust Agreement and not in its individual capacity, and under no circumstances shall the Owner-Trustee, in its individual capacity, be personally liable for any loss in respect of any of the statements, warranties, representations, agreements or obligations of the Owner-Trustee hereunder and the Assignor shall look solely to the Trust Estate under the

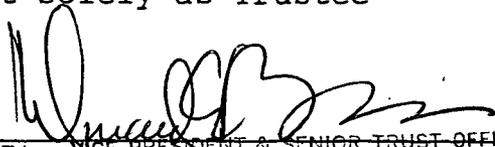
Trust Agreement for satisfaction of any claim against the Owner-Trustee hereunder.

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

BRAE CORPORATION

By   
Its Vice President Marketing-  
Investor Programs

MANUFACTURERS NATIONAL BANK  
OF DETROIT, not individually  
but solely as Trustee

By   
Its VICE PRESIDENT & SENIOR TRUST OFFICER

SCHEDULE A  
(to Assignment of Lease)

Lease:

Lease Agreement dated as of October 29, 1980  
between the Assignor, as lessor, and Farmers Union Grain  
Terminal Association, as lessee, to the extent and only to  
the extent that such Lease relates to the equipment described  
below.

DESCRIPTION OF EQUIPMENT

<u>Number of Units</u>	<u>Description (including AAR Designation)</u>	<u>Mark and Numbers (both inclusive)</u>
86	100-ton 4750 cubic foot covered hopper cars; AAR designation LO	BRAX 260225-BRAX 260226 BRAX 260228-BRAX 260230 BRAX 260232-BRAX 260234 BRAX 260236-BRAX 260246 BRAX 260248-BRAX 260250 BRAX 260252-BRAX 260257 BRAX 260260-BRAX 260279 BRAX 260282-BRAX 260288 BRAX 260291-BRAX 260311 BRAX 260313-BRAX 260318 BRAX 260321-BRAX 260324

(The American Road Trust No. 1)

STATE OF MICHIGAN )  
 )  
COUNTY OF WAYNE )

ss.:

On this 11 day of February, 1981,  
before me personally appeared Donald Black,  
to me personally known, who, being by me duly sworn, says that  
he is a Vice President and Trust Officer of  
MANUFACTURERS NATIONAL BANK OF DETROIT, that said 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.



*Denise A. Butler*

Notary Public  
DENISE A. BUTLER  
Notary Public, Wayne County, Michigan  
My Commission Expires November 9, 1983

[SEAL]

My Commission Expires: \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
CITY AND COUNTY OF SAN FRANCISCO )

ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1981,  
before me personally appeared \_\_\_\_\_,  
to me known, who, being by me duly sworn, did depose and say  
that he is the \_\_\_\_\_ of BRAE CORPORATION,  
the corporation which executed the above instrument; that he  
signed his name to the above instrument by authority of the  
Board of Directors of said corporation; and that he acknowledged  
that the execution of the above instrument was the free act and  
deed of such corporation.

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

[SEAL]

My Commission Expires: \_\_\_\_\_