

OBERMAYER, REBMAN, MAXWELL & HIPPEL

GEORGE B. CLOTHIER
H. CLAYTON LOUDERBACK
SIDNEY HARRIS
WALTER R. MILBOURNE
H. THOMAS FELIX, II
HOWARD H. LEWIS
PAUL C. HEINTZ
L. DAVID WILLISON, III
BARTON A. HERTZBACH
HUGH C. SUTHERLAND
HUGH J. HUTCHISON
KENNETH J. LEVIN
JAMES A. YOUNG
ROBERT F. ROSSITER
BRIAN E. APPEL
JAMES W. CHRISTIE
JAMES M. PENNY, JR.
GORDON L. KEEN, JR.
THOMAS E. ROSS
JOHN J. EHLINGER, JR.
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JAMES A. SOX
JOHN J. LEONARD
ELINORE O'N. KOLODNER
DAVID R. KELLER
M. KELLY TILL
DANIEL J. ZUCKER

SUITE 500
2011 STREET, N. W.
WASHINGTON, D. C. 20006

(202) 452-8833

TELECOPIER 202-223

COUNSEL
LEON J. OBERMAYER
G. RUHLAND REBMAN, JR.
RICHARD W. THORINGTON
DAVID F. MAXWELL
JOHN F. E. HIPPEL
HUGH SCOTT

ASSOCIATED COUNSEL
JOHN SWARTZ
CHARLES W. CHAPMAN
JOHN D. HEFFNER
PHILADELPHIA OFFICE
14TH FLOOR PACKARD BUILDING
PHILADELPHIA, PA. 19102
(215) LOCUST 8-7911
TELECOPIER 215-568-1586
TWX 7106700392

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RECORDATION NO. 12067 Filed & Recorded
AUG 4 1980 1 55 PM
AUG 4 1980 -1 55 PM

INTERSTATE COMMERCE COMMISSION

Date AUG 4 1980
Fee \$ 60.00 + 10

ICC Washington, D. C.

RECORDATION NO. 12067-A Filed & Recorded

AUG 4 1980 -1 55 PM

INTERSTATE COMMERCE COMMISSION

Re: Recordation of Documents

Dear Ms. Lee:

Pursuant to §11303 of the Interstate Commerce Act and the Commission's rules and regulations thereunder, as amended, I am enclosing for filing and recording two fully executed copies of a lease entitled "Boxcar Agreement", dated July 22, 1980, between Interail System, and John J. Francis, Trustee of the Morristown and Erie Railroad Company, an Assignment dated July 22, 1980, of the Boxcar Agreement, between Interail and the Great Western Railway Company and an Assignment of lease rentals, dated July 22, 1980, between The Grant Western Railway Company and The Interail System. The parties and their addresses are as follows:

- Interail Mr. Stephen L. Bernstein
Senior V.P. & Counsel
Interail
1530 Palisade Ave.
Ft. Lee, N.J. 07024
- Great Western Ry. Emil Ramat
Great Western Railway
950 Monroe Ave.
Loveland, CO 80537
- Morristown and Erie Railroad Company John J. Francis
Trustee of the property of the
Morristown and Erie Railroad Co.
Lackawanna Place
Morristown, N.J. 07960

RECORDED
AUG 4 1 50 PM '80
I.C. COMMISSION BR.
FILE OPERATIONS

Handwritten signature: J. D. Hoffman

* ADMITTED IN DISTRICT OF COLUMBIA ONLY

OBERMAYER, REBMANN, MAXWELL & HIPPEL

Ms. Mildred Lee

August 4, 1980

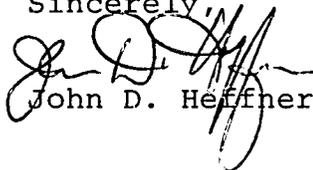
Page 2

The equipment covered by the enclosed documents consists of forty-four (44) 50'6", 70 ton "XM" type boxcars bearing "ME" markings of the Morristown & Erie Railroad and following numbers:

11135	11314	11444	11185	11402
11201	11325	11456	11207	11434
11219	11335	11467	11223	11559
11235	11348	10021	11233	10002
11236	11361	10047	11275	
11263	11367	11102	11305	
11276	11368	11114	11316	
11278	11385	11132	11327	
11285	11390	11170	11340	
11299	11392	11176	11398	

I have enclosed a check representing the recordation fee required by the regulations. Upon recordation, please return a copy to me.

Sincerely,


John D. Heffner

JDH:ds
encl.

12067-B

RECORDATION NO. Filed & Recorded

ASSIGNMENT

AUG 4 1980 -1 55 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT made as of the 22nd day of July, 1980 by THE GREAT WESTERN RAILWAY COMPANY, a Colorado corporation having its office and principal place of business at 950 Monroe Avenue, Loveland, Colorado 80537 ("Assignor"), to THE INTERAIL SYSTEM, a joint venture having its principal office and place of business at 1530 Palisade Avenue, Fort Lee, New Jersey 07024 ("Assignee").

FOR VALUABLE CONSIDERATION, with respect to an indebtedness (the "Indebtedness") in the amount of Six Hundred Twenty One Thousand Five Hundred and Four (\$621,504.00) Dollars heretofore incurred by the Assignor to the Assignee, and in order to induce the Assignee to forbear from enforcing any other remedy for the payment of such sum, the Assignor does hereby assign, transfer and set over to the Assignee certain sums as hereinafter specified, due and to become due or owing to the Assignor, whether as rent or otherwise, under a certain Boxcar Agreement (the "Lease") entered into on July 22, 1980 between the Assignee, as lessor, and John J. Francis, Trustee for the Property of the Morristown & Erie Railroad Co., as lessee, which Lease covers Forty-Four (44) 50' 6",

✓

70 ton "XM" type railroad boxcars (the Assignee's interests as lessor in such Lease having heretofore been assigned to and assumed by the Assignor), and the Assignor does hereby authorize the Assignee, at the expense of the Assignor and in its name, place and stead or otherwise, to exercise any of the rights of the Assignor under the Lease to collect such sums and to do and perform all such acts and things and execute such documents as the Assignee deems necessary, proper or convenient in connection therewith.

The sums assigned hereby are those sums, in excess of the initial sum of Five Hundred Thousand (\$500,000.00) Dollars, due or to become due or owing from the lessee under the Lease, aggregating Six Hundred Twenty One Thousand Five Hundred and Four (\$621,504.00) Dollars plus interest thereon, from the date hereof to the date of payment, at the prime rate of Chemical Bank charged to its substantial commercial customers in New York City from time to time.

The Assignor warrants and covenants that:

1. The Lease and the assumption thereof by Assignor are valid, genuine and legally enforceable obligations of the Assignor;

2. The Assignor has performed and will perform all things required of it to be performed under the Lease;

3. The Assignor will not amend, modify, terminate or otherwise alter the terms of the Lease, nor accept surrender of any railroad boxcar leased thereunder, without the Assignee's prior written consent; and

4. No assignment of all or any portion of the Lease proceeds has been made to any other person.

The Assignor also covenants and agrees that it will not sell any of the railroad boxcars to a third party without first giving the Assignee the opportunity to purchase the cars on the same terms and conditions as are being offered by such third party.

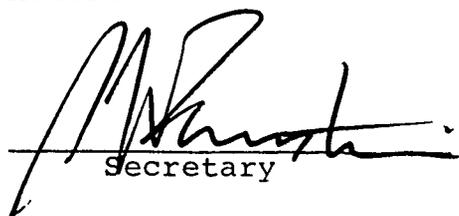
Should any warranty, representation or agreement herein contained be or become untrue or unperformed then, or at any time thereafter, at the option of the Assignee and without notice, Assignee's agreement to forbear shall terminate and the remaining Indebtedness shall become immediately due and payable.

In the event that for any reason any or all of the railroad boxcars should hereafter cease to be leased pursuant to the Lease, then the assignment hereby created shall continue and apply to: (a) any sums receivable by the Assignor from any subsequent lease of such railroad boxcar or boxcars; (b) any sums receivable from the sale of such railroad boxcar or boxcars; and (c) any other revenues generated by the use of such railroad boxcar or boxcars.

In the event that for any reason the following minimum yield requirement is not met, to wit: (a) there shall not be due or owing to the Assignor a minimum of \$200,000 in any consecutive 12 month period during the first 30 months following the date hereof from the leasing, sale or other use of the boxcars; or (b) the Assignee shall not receive, pursuant hereto, a minimum of \$200,000 in any consecutive 12 month period following the expiration of such 30 months, then Assignee's agreement to forbear shall, at its sole option, terminate upon 30 days prior written notice to Assignor and the remaining Indebtedness shall become immediately due and payable.

Nothing herein contained shall alter or impair the obligations of the Assignor under the terms of any other agreement between the Assignor and the Assignee and the rights of the Assignee hereunder are in addition to the rights of the Assignee under the terms of any such other agreement and as provided by law.

Attest:


Secretary

THE GREAT WESTERN RAILWAY COMPANY

By:

