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INTERSTATE COMMERCE COMMISSION

STEPTOE & JOHNSON
1250 CONNECTICUT AVENUE
WASHINGTON, D. C. 20036

CHERYL A. SKIGIN
(202) 862-2053

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11498-A Filed 1425
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11498-C Filed 1425
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February 14, 1980

11498-H Filed 1425
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INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Office of the Secretary
SE Room 2215
Washington, D.C. 20423

No. 0-045A049
Date FEB 14
Fee $ 180.00
ICC Washington, D. C.

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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 which relate to the railroad equipment hereafter identified:

1. Equipment Trust Agreement by and between Connecticut Bank and Trust Company as Trustee and Brae Corporation dated as of January 1, 1980.

2. An Assignment of Lease and Agreement dated as of February 11, 1980, by and between Brae Corporation and Connecticut Bank and Trust Company assigning the Lease Agreement entered into by and between Chicago West Pullman and Southern Railroad and Brae Corporation dated as of August 14, 1979.

3. A Substitution Agreement Number Two dated as of February 13, 1980, by and between Brae Corporation and Columbia & Cowlitz Railway Company substituting Equipment Schedules Nos. Two, Three and Four in place of the Equipment Schedule dated July 13, 1979, attached to the Lease previously recorded as document number 9875-0.

4. A Lease Agreement dated as of August 14, 1979, between Brae Corporation and the Chicago, West Pullman and Southern Railroad Company.

5. An Assignment of Lease and Agreement dated as of February 11, 1980, by and between Brae Corporation and Connecticut Bank and Trust Company assigning the Lease Agreement

entered into by and between Columbia & Cowlitz Railway Company and Brae Corporation dated as of July 13, 1979.

6. A Substitution Agreement dated as of February 8, 1980 10 between Brae Corporation and the Chicago, West Pullman and Southern Railroad Company.

The equipment subject to these agreements is described more fully in the schedules attached to the Substitution Agreements.

Please file and record the documents previously enumerated and cross-index them under the names set forth above. Each document should be indexed under Brae Corporation and the Connecticut Bank and Trust Company. In addition, the Lease, Assignment and Substitution Agreements pertaining to the Chicago, West Pullman and Southern Railroad should be indexed under the Chicago, West Pullman and Southern Railroad and the Substitution Agreement and the Assignment of the Columbia & Cowlitz Railway Company should be indexed under the Columbia Cowlitz Railway. An additional $50.00 has been included in the filing fee for this cross-indexing.

Since the documents are related to the same transaction, it is requested that all be assigned the same recordation number with consecutive letter designations for all documents after the first listed above.

A check payable to the Interstate Commerce Commission in the amount of $180.00 is enclosed to cover the filing fees and the extra fees for cross-indexing.

Please return to the person presenting this letter your fee receipt, the enclosed copies of this letter and any copies of the documents not required for recordation, all stamped to indicate appropriate filing information.

Very truly yours,

Cheryl A. Skigin

Cheryl A. Skigin

Enclosures

The names and addresses of the parties to the transactions evicenced by the foregoing documents are as follows:

Company - Assignor - Lessor
Brae Corporation
3 Embarcadero Center Suite 1760
San Francisco, CA 94111

Trustee - Assignee
Connecticut Bank and Trust Company
1 Constitution Plaza
Hartford, CN 06115

Lessee
Chicago West Pullman & Southern Railroad
2728 East 104th Street
Chicago, Il 60617

Lessee
Columbia & Cowlitz Railway Company
P.O. Box 188
Longview, WA 98632

11498-A
RECORDATION NO. ..... Filed 1425
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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT, dated as of February 11, 1980 (this "Assignment"), by and between BRAE CORPORATION, a Delaware corporation ("BRAE"), and THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, as Trustee (the "Trustee").

WHEREAS BRAE has entered into an Equipment Trust Agreement dated as of January 1, 1980 with the Trustee (such Equipment Trust Agreement, together with any amendments or supplements thereto, being hereinafter called the "Agreement");

WHEREAS BRAE and Columbia & Cowlitz Railway Company (the "Lessee") have entered into a lease dated as of July 13, 1979, (such lease, together with any amendments or supplements thereto, hereinafter called the "Lease"), providing, among other things, for the leasing by BRAE to the Lessee of units of the Trust Equipment (capitalized terms used in this Assignment which are not defined herein and which are defined in the Agreement having the respective meanings therein specified);

WHEREAS the Lease may also cover the leasing to the Lessee of other equipment not included as part of the Trust Equipment;

WHEREAS in order to provide security for the obligations of BRAE under the Agreement and as an inducement to the investor for which the Trustee is acting to purchase Trust Certificates, BRAE, for security purposes, has assigned in Section 4.09 of the Agreement its right, title and interest in, to and under the Lease to the Trustee as and only to the extent that the Lease relates to the Trust Equipment; and

WHEREAS Section 4.09 of the Agreement requires that BRAE execute and deliver to the Trustee this Assignment for the purpose, among other things, of confirming the assignment contained in the Agreement;

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

1. BRAE hereby grants, pledges and assigns, to the Trustee, as collateral security for the payment and performance of BRAE's obligations under the Agreement, all

of BRAE's right, title and interest as Lessor under the Lease, but only to the extent such right, title and interest relates to the Trust Equipment set forth in Annex A hereto, including, without limitation, all rights to receive and collect all rentals, moneys and proceeds payable to or receivable by BRAE from the Lessee under or pursuant to the provisions of the Lease to the extent that the same are payable in respect of such Trust Equipment, whether as rent, casualty payment, indemnity, liquidated damages or otherwise (such moneys being hereinafter called the "Payments"); provided that, unless an Event of Default under the Agreement shall have occurred and be continuing, BRAE shall be entitled to collect and receive all such 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 Lease, and to apply all such Payments to the payment of any and all of BRAE's obligations under the Agreement and to retain the balance of such Payments, if any. In furtherance of the foregoing asssignment, but subject to the foregoing provisions of this paragraph, BRAE hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of BRAE or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which BRAE is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof. Whenever a Lease covers equipment other than Trust Equipment and the amount of any payment due to BRAE under such Lease 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, an amount equal to the Assigned Fraction (as hereinafter defined) of each such payment shall be deemed for the purposes of this Assignment to be payable with respect to such Trust Equipment leased under such Lease. The term "Assigned Fraction" as used herein shall mean at the time of determination a fraction the numerator of which shall be the number of units of Trust Equipment then leased under such Lease and the denominator of which shall be the aggregate number of units of equipment (including such units of Trust Equipment) then leased under such Lease.

2. This Assignment is executed only as security for the obligations of BRAE under the Agreement and under the guaranties endorsed on the Trust Certificate. The execution and delivery of this Assignment shall not subject

the Trustee to, or transfer, or pass, or in any way affect or modify, the liability of BRAE under the Lease, it being understood and agreed that, notwithstanding this Assignment or any subsequent assignment, all obligations of BRAE to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against BRAE or persons other than the Trustee and the Holders of the Trust Certificates.

3. To protect the security afforded by this Assignment, BRAE agrees as follows:

(a) BRAE will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides is to be performed by BRAE.

(b) BRAE will not consent to or permit or accept any prepayment or discount of rent or advance rent under the Lease.

(c) In the event that BRAE shall at any time receive any notice or other communication from the Lessee purporting to terminate or in any other way adversely and materially affecting the rights of BRAE under the Lease, BRAE will immediately deliver to the Trustee a copy of such notice or other communication.

(d) At BRAE's sole cost and expense, BRAE 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 BRAE under the Lease.

(e) Should BRAE fail to make any payment or to do any act which this Assignment requires BRAE to make or do, then the Trustee, without releasing BRAE from any obligation hereunder and after first making (unless an Event of Default under the Agreement shall have occurred and be continuing) written demand upon BRAE and affording BRAE a reasonable period of time within which to make such payment or do such act, may, but shall not be obligated to, make any such payment or do any such act in such manner and to such extent as the Trustee may deem necessary to

protect the security provided hereby, including, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof and the rights or powers of the Trustee and performing and discharging each and every obligation, covenant and agreement of BRAE contained in the Lease; and, in exercising any such powers, the Trustee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees, and BRAE will reimburse the Trustee for such costs, expenses and fees.

4. Nothing contained in this Assignment shall in any way limit BRAE's obligations and agreements with respect to the Lease under Section 4.09 of the Agreement.

5. Upon the full discharge and satisfaction of all of BRAE's obligations under the Agreement, the guaranties endorsed on the Trust Certificates and this Assignment, all rights herein assigned to the Trustee shall terminate, and all right, title and interest of the Trustee in and to the Lease shall revert to BRAE, and the Trustee shall take such action as BRAE may reasonably request to confirm BRAE's right, title and interest in and to the Lease.

6. BRAE will, from time to time, do and perform any other act and will execute, acknowledge, deliver and record, register and file (and will rerecord, re-register or refile whenever required) any and all further instruments required by law or reasonably requested by the Trustee in order to confirm or further assure the interests of the Trustee hereunder.

7. If an Event of Default shall occur and be continuing under the Agreement, the Trustee may assign all or any of the rights assigned to it hereby or arising under the Lease, 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 the Trustee hereunder. The Trustee will give written notice to BRAE and the Lessee of any such assignment.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by the laws of the United States of America 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.

BRAE CORPORATION,

By Lawrence W. Briscoe
Title: Vice President - Finance

[Corporate Seal]

Attest:

Ernest L. Brazil
Title: Secretary

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee,

By F. Kawam
Title: F. W. KAWAM
VICE PRESIDENT

[Corporate Seal]

Attest:

Title: Assistant Secretary

ANNEX A

No. of Units	Road Numbers	Description	AAR Mechanical Designation
50	CLC 3501-3550	52' 6" 70-ton Double 8' plug doors, 2' off-set Boxcars	XM or XP

STATE OF CALIFORNIA ,)
) ss:
COUNTY OF SAN FRANCISCO)

On this 11th day of February, 1980 , before me personally appeared Lawrence W. Briscoe , to me personally known, who, being by me duly sworn, says that he is Vice President-Finance of BRAE 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 Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

OFFICIAL SEAL
SUSAN M. CODEGLIA
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SAN FRANCISCO COUNTY
My Commission Expires Nov. 8, 1980

Susan M. Codeglia
Notary Public

[Notarial Seal]

My Commission expires Nov. 8, 1980.

STATE OF New York ,)
) ss:
COUNTY OF New York ,)

On this 12th day of February, 1980 , before me personally appeared [illegible] , to me personally known, who, being by me duly sworn, says that he is a PRESIDENT of The Connecticut Bank and Trust Company, a Connecticut banking 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 Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathleen Regan
Notary Public

KATHLEEN REGAN
NOTARY PUBLIC, State of New York
No. 30-4655135
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1981

[Notarial Seal]

My Commission expires