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RECORDATION NO. 11667-B
FILED 12/11/92

RECORDATION NO. 11667-C
FILED 12/11/92

DEC 11 1992-3 20 PM

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INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

December 10, 1992

VIA FEDERAL EXPRESS

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Room 2303
12th and Constitution N.W.
Washington, D.C. 20423

Attention: Mrs. Mildred R. Lee/DOCUMENTS FOR RECORDATION

Re: Recordation No. 11667

Dear Mr. Strickland:

I am an attorney representing a party to the enclosed documents.

I have enclosed three (3) originals of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code and the regulations adopted thereto.

The documents are secondary documents. The documents are:

- A. Assignment Agreement, a secondary document, dated as of September 28, 1992.
- B. Memorandum of Termination of Lease, a secondary document, dated September 28, 1992.

Mr. Sidney L. Strickland, Jr.

December 10, 1992

The primary document to which these are connected is an Equipment Lease dated as of March 1, 1980 between EFS Alpha, Inc. and Western Co-operative Fertilizers (U.S.) Inc., filed with the Commission under Recordation No. 11667.

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

Assignor:

Chrysler Rail Transportation Corporation
225 High Ridge Road
Stamford, CT 06905

Assignee:

General Electric Capital Canada Leasing
Inc.
645 7th Ave. S.W.
Suite 2500
Calgary, Alberta T2P 4G8
CANADA

Lessee:

Western Cars (U.S.) Inc.
Successor in interest to
Western Co-operative Fertilizers
(U.S.) Inc.
11111 Barlow Trail S.E.
Calgary, Alberta T2P 2N1
CANADA

A description of the equipment covered by the document is as follows:

100 4750 cubic foot 100-ton triple covered hopper cars
manufactured in 1980 by Trinity Industries bearing reporting
marks and numbers:

WCFX 4500-4599 (inclusive)

Being all of the equipment described in the primary document.

A fee of \$32.00 is enclosed. Please return the original and extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each stamped with your recordation number to:

~~Mr.~~ Sidney L. Strickland, Jr.

December 10, 1992

Richard Demarest Yant
Seyfarth, Shaw, Fairweather & Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

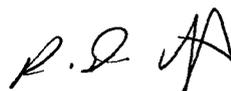
A short summary of the document to appear in the index follows:

- A. Assignment of Lease from Chrysler Rail Transportation Corporation, to General Electric Capital Canada Leasing Inc. and connected to Recordation No. 11667.
- B. Termination of Lease filed under Recordation No. 11667.

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By


Richard Demarest Yant

RDY/lb
Enc.

REGISTERED NO 11667-B
FILED 1992

Assignment Agreement

DEC 11 1992-3 52 PM

COMMERCE COMMISSION

ASSIGNMENT AGREEMENT dated as of September 28, 1992, between CHRYSLER RAIL TRANSPORTATION CORPORATION, a Delaware corporation ("Assignor") and GENERAL ELECTRIC CAPITAL CANADA LEASING INC., a Canadian corporation ("Assignee").

WITNESSETH:

WHEREAS, in accordance with and subject to the provisions of that certain Purchase and Sale Agreement dated as of the date hereof between the parties hereto (the "Purchase Agreement"), the parties desire to effect the transfer by Assignor to Assignee of all the right, title and interest of the Assignor in, under and with respect to (i) that certain Equipment Lease dated as of March 1, 1980 between Assignor, as assignee of the interest of EFS Alpha, Inc., and Western Cars (U.S.) Inc., lessee, as assignee of the interest of Western Co-operative Fertilizers (U.S.) Inc., (the "Lease"); (ii) Guaranty Agreement dated as of March 1, 1980 (the "Guaranty Agreement") between Assignor as assignee of the interest of EFS Alpha, and Western Co-operative Fertilizers Limited; and (iii) all assets, instruments, agreements and documents ancillary thereto and the proceeds therefrom.

NOW THEREFORE, it is hereby agreed as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and set over, unto Assignee all of its right, title and interest in, under and with respect to the Lease, the Guaranty Agreement or any other contract, agreement, document or instrument relating to the Lease by which Assignor obtains any rights, and any proceeds therefrom, together with all other documents and instruments evidencing any of such right, title or interest.

2. Assumption. Assignee hereby assumes the obligations of Assignor arising from and after the date hereof pursuant to the Lease.

3. Appointment as Attorney-in-Fact. In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee, all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee

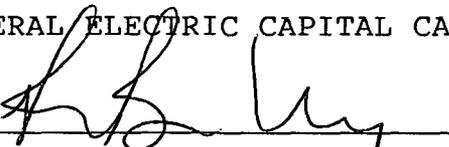
any and all actions, suits or proceedings as to Assignee's interest in any of the property acquired by Assignee; and to do all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

4. The next quarterly in arrears payment of rent under the Lease is due October 1, 1992. Upon receipt of said payment and out of such payment, Assignor will be entitled to up to \$14.026 per day per car for each day from and including July 1, 1992 up to (but not including) the Closing Date as defined in the Purchase Agreement.

5. This Agreement may be executed in any number of counterparts, but all of such counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CANADA LEASING INC.

BY: 

Name: Raymond L. Baskin

Title: President

CHRYSLER RAIL TRANSPORTATION CORPORATION

By: _____

Name: _____

Title: _____

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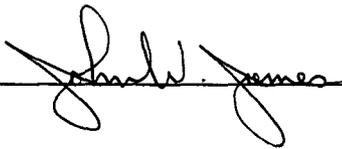
GENERAL ELECTRIC CAPITAL CANADA LEASING INC.

By: _____

Name: _____

Title: _____

CHRYSLER RAIL TRANSPORTATION CORPORATION

By:  _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Assignment Agreement was acknowledged before me this 20th day of September, 1992 by Raymond L. Bachelder, the President of GENERAL ELECTRIC CAPITAL CANADA LEASING INC., on behalf of said corporation.

Notary Public

Seal
My Commission Expires:

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing Assignment Agreement was acknowledged before me this ___ day of _____, 1992 by _____, the _____ of CHRYSLER RAIL TRANSPORTATION CORPORATION, on behalf of said corporation.

Notary Public

Seal
My Commission Expires:

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Assignment Agreement was acknowledged before me this ____ day of _____, 1992 by _____, the _____ of GENERAL ELECTRIC CAPITAL CANADA LEASING INC., on behalf of said corporation.

Notary Public

Seal
My Commission Expires:

STATE OF Connecticut)
) SS
COUNTY OF Fairfield)

The foregoing Assignment Agreement was acknowledged before me this 28 day of September, 1992 by John W. James, the Vice President of CHRYSLER RAIL TRANSPORTATION CORPORATION, on behalf of said corporation.

Tricia Lombardo

Notary Public

Seal
My Commission Expires:

TRICIA G. LOMBARDO
COMMISSIONER OF DEEDS
MY COMMISSION EXPIRES JULY 24, 1995

