

RECORDATION NO. 20475-B FILED

NOV 17 '97

11-25 AM

ALVORD AND ALVORD
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

November 17, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of an Assignment of Lease, dated as of November 17, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Car Lease previously filed under the Recordation Number 20475

The names and addresses of the parties to the enclosed documents are

Assignment of Lease

Assignor MRC Freightcar Leasing, LLC
One California Street, #1500
San Francisco, California 94111

Assignee Creditanstalt Holdings Corporation
2 Greenwich Plaza
Greenwich, CT 06830

A description of the railroad equipment covered by the enclosed documents is

187 boxcars bearing CSXT reporting marks and road numbers on Schedule 1-C attached hereto

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RECEIVED
SURFACE TRANSPORTATION
BOARD

County Print -

Mr. Vernon A Williams
November 17, 1997
Page 2

Also enclosed is a check in the amount of \$24 00 payable to the order of the
Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed documents to the undersigned

Very truly yours,



Robert W Alvord

RWA/bg
Enclosures

SCHEDULE 1-C
DESCRIPTION OF CARS

Description	Quantity	Numbers
Fifty-foot, seventy-ton Plate C railroad box cars	187	CSXT 143200-143260 CSXT 143262-143308 CSXT 143310-143344 CSXT 143346-143361 CSXT 143363-143390

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

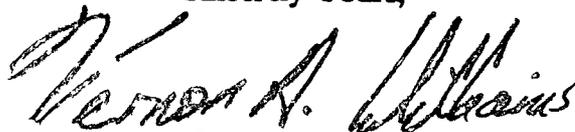
DATE: 11/17/97

Robert W. Alvord
Alvord and Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177.3 (c), on 11/17/97 at 11:25AM, and assigned recordation number(s). 20475-B, 20646-K, 20646-L and 20646-M.

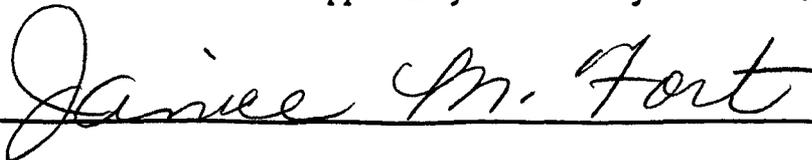
Sincerely Yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 96.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



NOV 17 '97

11-25 AM

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned MRC Freightcar Leasing, LLC (“*Assignor*”) does hereby unconditionally sell and assign to Creditanstalt Holdings Corporation (“*Assignee*”), its successors and assigns, all of Assignor’s rights under the Equipment Lease listed on Schedule 1-EL attached to this Assignment of Lease, together with any and all rights and claims against any person inuring to Assignor’s benefit as lessor thereunder; PROVIDED THAT Assignor expressly reserves and does not assign any rights under any Equipment Lease to the extent such rights relate to car no. CSXT 143199. Assignee hereby assumes and agrees to keep, perform and fulfill all terms, covenants, conditions and obligations of Assignor as lessor under said Equipment Lease to the extent attributable to any period after the date hereof, except to the extent such terms, covenants, conditions and obligations relate to car no. CSXT 143199

Assignor further covenants and agrees to execute and deliver or cause to be executed and delivered all such further instruments and documents as may be reasonably requested by Assignee for the better effecting, perfecting and confirming the sale and assignment evidenced hereby.

This Assignment of Lease is delivered pursuant to the terms of the Railcar Purchase Agreement dated as of November 17, 1997 between Assignor and Assignee and is delivered subject to certain representations and warranties contained therein, each of which shall survive the execution and delivery hereof. Nothing herein shall be construed to amend, merge or waive any such representation or warranty or any other term or condition of said Agreement.

This Assignment of Lease shall be construed in accordance with, and shall be governed by, the laws of the State of New York. Each party hereby consents to the personal jurisdiction of all state and federal courts sitting within the County of New York and State of New York for all purposes relating to this Agreement.

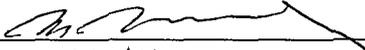
This Assignment of Lease may be executed in any number of counterparts, no one of which needs to be executed by all parties, and shall be binding upon all parties with the same force and effect as if all the parties had signed the same document, and each such signed counterpart shall constitute an original of this Assignment of Lease.

Executed and delivered this 17th day of November, 1997.

MRC FREIGHTCAR LEASING, LLC

CREDITANSTALT HOLDINGS
CORPORATION

By:



Name: *Michihiko Nose*
Capacity: *Vice President & Treasurer*

By:

Name:
Capacity:

By:

Name:
Capacity:

Executed and delivered this 17th day of November, 1997.

MRC FREIGHTCAR LEASING, LLC

CREDITANSTALT HOLDINGS CORPORATION

By:

Name:
Capacity:

By:

M. Roy Gosse

Name: *M. Roy GOSSE*
Capacity: *VICE PRESIDENT*

By:

Lynn M. Sussina

Name: *LYNN M. SUSSINA*
Capacity: *VICE PRESIDENT*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On November 14, 1997 before me, Shirlyn J. S. Kim,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michihiro Nose,
Name(s) of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



WITNESS my hand and official seal.

Shirlyn J. S. Kim
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Assignment of Lease

Document Date: November 17, 1997 Number of Pages: 2

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing

Signer's Name _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing

STATE OF CONNECTICUT)
)ss.:
COUNTY OF FAIRFIELD)

On the 17 day of November, 1997, before me personally came M. Roy Gosse and Lynn Sussina, to me known, who, being by me duly sworn, did say that they reside at 311 BLANK ROOM DRIVE, EAST M.L. 06612 and 23 West Ridge Rd. New Fairfield, Ct.; they are Vice Presidents of Creditanstalt Holdings Corporation, the corporation described in and which executed the foregoing document; that they signed their names thereto on behalf of said corporation, and acknowledged that the foregoing document was executed as their voluntary act and deed and the voluntary act and deed of said corporation.

Virginia A. Laversa
Notary Public

VIRGINIA A. LAVERSA
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN 31, 2001

