

RECORDATION NO. 10191 Filed 1425

MAR 12 1979 - 3 40 PM

ASSIGNMENT OF LEASE

INTERSTATE COMMERCE COMMISSION

The undersigned, Rex Railways, Inc., a New Jersey corporation ("Assignor") refers to that certain lease agreement dated as of November 30, 1978 (the "Lease Agreement") between Assignor, as Lessor and Robert W. Meserve and Benjamin H. Lacy, as Trustees of the Property of Boston and Maine Corporation, Debtor, a Delaware corporation ("Lessee"), as lessee, relating to certain railroad cars to be delivered to and leased by the Lessee. The Assignor further refers to that certain letter of assignment dated March 9, 1979 ("Letter of Assignment") wherein Assignor has assigned to McDonnell Douglas Finance Corporation, a Delaware corporation ("Assignee") all right, title and interest of the Assignor under a Purchase Order (as defined in the Letter of Assignment) to acquire ownership of 50 of the railroad cars to be manufactured and sold thereunder, all as more fully described in and subject to the terms and conditions of the Letter of Assignment. The 50 railroad cars to be acquired by the Assignee pursuant to the Letter of Assignment (the "Units"), which are more fully identified on Schedule I hereto, are to be simultaneously delivered to and leased by the Lessee under the Lease Agreement, upon acceptance thereof by the Lessee as provided in the Lease Agreement.

NOW, THEREFORE, WITNESSETH:

That in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, and the mutual covenants herein contained:

1. The Assignor hereby assigns, transfers and sets over unto the Assignee, unconditionally and irrevocably, all the Assignor's right, title and interest as lessor under the Lease Agreement together with all powers, privileges, and other benefits of the lessor under the Lease Agreement, without reservation whatsoever.

2. From and after the assignment made hereby, the Assignee shall be deemed to be the lessor under the Lease Agreement to the same extent as if it were originally named as lessor therein, and the Assignor shall have no further rights, powers, duties, obligations or liabilities thereunder whatsoever. The Assignee shall perform and observe

all duties and obligations of the lessor under the Lease Agreement and shall protect and indemnify the Assignor from and against any and all claims, costs, damages, expenses or liabilities including reasonable attorneys fees and disbursements which may be asserted against or incurred by the Assignor as a result of any default by the Assignee as lessor under the Lease Agreement or otherwise arising in connection with the Lease Agreement by reason of events or circumstances occurring on or after the date of this assignment.

3. The Assignor represents to the Assignee that the Lease Agreement is in full force and effect without default by the Assignor thereunder or to the best of the Assignor's knowledge, by the Lessee thereunder, and the Assignor further represents to the Assignee that the Assignor has not executed, made or consented to any other assignment, pledge, encumbrance of or security interest on, the subject matter of the assignment hereby made to the Assignee. The Assignor will, from time to time, execute, acknowledge and deliver any and all further instruments and assurances required by law or reasonably requested by the Assignee in order to confirm or further assure the interest of the Assignee hereunder.

4. This Assignment shall be governed by the laws of the State of New Jersey, but if this assignment shall be filed with the Interstate Commerce Commission the parties shall be entitled to all rights conferred by 49 U.S.C. 11303.

IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials or agents, all as of the 9th day of March, 1979.

REX RAILWAYS, INC., as Assignor

Witness:

Erwin Shertz

By Robert W. Gruber, Pres.
Title:

McDONNELL DOUGLAS FINANCE CORPORATION, as Assignee

Witness:

Erwin Shertz

By Jeanne Burtka
Title: Authorized Agent.

SCHEDULE 1

<u>Specifi- cations</u>	<u>Maximum Quantity</u>	<u>Lessee's Road Numbers (Both In- clusive)</u>
70-Ton, 50' 6" General Purpose Box Cars	50	BM 79000 - 79049

Delivery

February 15
through
March 15, at
Bessemer, Alabama

Base Price/Unit

\$35,017

Aggregate Base Price

\$1,750,850