

BATTLE, FOWLER, JAFFIN, PIERCE & KHEEL

280 PARK AVENUE

NEW YORK, N.Y. 10017

(212) 949-8300

WRITER'S DIRECT DIAL NUMBER

(212) 949-8252

HYMAN L. BATTLE, JR.
CHARLES BURTON
CARL B. CORDES
MARTIN L. EDELMAN
GERALD J. FIELDS
DAVID FLEISCHER
ROBERT W. GELFMAN
THOMAS V. GLYNN
DAVID D. GRIFFIN
CHARLES L. JAFFIN
MICHAEL B. JEFFERS
THEODORE W. KHEEL
THOMAS E. KRUGER
JONATHAN M. LEHR
DONALD C. MOSS
LEONARD R. OLSEN, JR.
EDWARD L. PECK
SAMUEL R. PIERCE, JR.
STEVEN A. SAIDE
MICHAEL J. SALTZER
PETER G. SCHMIDT
ERIC W. SHAW

9-071A075

MAR 12 1979

Date.....
Fee \$1.50.....

100 Washington D.C. 20540
REC'D 1425

MAR 12 1979 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

REC'D 10192

MAR 12 1979 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

GEORGE GORDON BATTLE
(1897-1948)

LUDLOW S. FOWLER
(1924-1961)

HERRICK K. LIDSTONE
COUNSEL

CABLE ADDRESS
COUNSELLOR

REC'D 10192

MAR 12 1979 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

TELEX 127053
TELECOPIER (212) 986-5135

Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

Re: Box Cars Nos. BM 79050-79099

Dear Sir:

Enclosed for recordation in the order listed below pursuant to 49 U.S.C. 11303 please find the original and three counterparts of each of the following documents:

(1) Letter (Purchase Order Assignment) dated as of March 9, 1979, from Rex Railways, Inc., a Delaware corporation (Rex) to McDonnell Douglas Finance Corporation (MDFC), pursuant to which Rex assigns to MDFC certain rights under a purchase order with Pullman Standard Division of Pullman, Incorporated relating to the captioned Box Cars.

(2) Lease Agreement (Lease Agreement) dated as of November 30, 1978, between Rex, as lessor, and the Trustees of the B&M Corporation, the railroad which will lease the Box Cars (Lessee).

(3) Conditional Sale Agreement (Conditional Sale Agreement) dated as of March 7, 1979, between MDFC, as Vendor, and Rex, as Vendee, pursuant to which Vendee will purchase and pay for the Box Cars and MDFC will retain security title thereto.

(4) Assignment of Lease (Lease Assignment) dated as of March 9, 1979, from Rex to MDFC, pursuant to which Rex assigns to MDFC all the lessor's rights under the Lease Agreement as security for the Conditional Sale Agreement indebtedness.

Handwritten notes and signatures:
- "3/12/79" and "10192" in the left margin.
- A large signature at the bottom left.
- Handwritten "A", "B", and "C" next to the numbered list items.

150.00

Secretary of the Interstate
Commerce Commission

March 9, 1979

Also enclosed is a check for \$120.00 payable to Interstate Commerce Commission in payment of the fee for recording of the Lease Agreement (\$50.00), the Conditional Sale Agreement (\$50.00), Purchase Order Assignment (\$10.00) and Assignment of Lease (\$10.00).

The names and addresses of the parties to the enclosed Agreements are as follows:

Rex Railways, Inc.
616 Palisade Avenue
Englewood Cliffs, New Jersey 07632

McDonnell Douglas Finance Corporation
3855 Lakewood Boulevard
Long Beach, California 90846

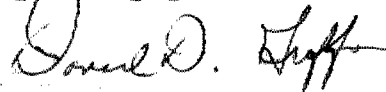
Robert W. Meserve
Benjamin J. Lacy
Trustees of the Property of
Boston and Maine Corporation
150 Causeway Street
Boston, Massachusetts 02114

Rex Noreco, Inc., the parent of Rex Railways, Inc. proposes to enter into a guaranty agreement pursuant to which it will guarantee the performance by Rex of its obligations under the Conditional Sale Agreement. The address of Rex-Noreco, Inc. is 616 Palisade Avenue, Englewood Cliffs, New Jersey 07632.

The equipment covered by the enclosed Agreements consists of 50 70-ton 50' 6" XM box cars, having A.A.R. mechanical designation "XM" and lessee identifying marks of BM 79050 through and including 79099. The cars will be further marked into a legend stating "Title to this Car Subject to Documents Recorded with the Interstate Commerce Commission."

Please return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



David D. Griffin

Encls.

EXHIBIT B

10192
RECORDATION NO. Filed 1425

MAR 12 1979 - 3 40 PM

Rex Railways, Inc.
616 Palisade Avenue
Englewood Cliffs, NJ 07636

INTERSTATE COMMERCE COMMISSION

March 9, 1979

McDonnell Douglas Finance Corporation
3855 Lakewood Boulevard
Long Beach, California

Gentlemen:

Reference is made to that certain letter dated April 20, 1978, from PULLMAN STANDARD DIVISION of PULLMAN INCORPORATED (hereinafter "Builder") to REX RAILWAYS, INC. (hereinafter "Rex"), which letter has been acknowledged and accepted by Rex and Rex-Noreco, Inc., pursuant to which Builder acknowledged receipt of Rex's telex order dated April 18, 1978, covering Two Hundred (200) 70-ton, 50'6" Box Cars in accordance with Builder's proposal dated April 13, 1978, and bidding specification No. 3722 dated September 15, 1977 (such letter of April 20, 1978, and all documents referred to therein being hereinafter referred to as the "Purchase Order").

In connection with the financing arrangements made between Rex and McDonnell Douglas Finance Corporation (hereinafter the "Assignee") relating to certain of the Box Cars covered by the Purchase Order, namely the 151st through and including the 200th Box Cars delivered thereunder and more fully described in Annex A to a certain Conditional Sale Agreement dated as of March 9, 1979 (the "Conditional Sale Agreement") between Rex and the Assignee (such Box Cars or any Cars which may be substituted therefor with the consent of the Assignee, hereinafter called the "Units"), it is hereby agreed as follows:

1. Rex hereby sells, assigns, transfers and sets over unto the Assignee all of Rex's right, title and interest in and to the Purchase Order, to the extent the same relate to the Units, including without limitation, in such assignment (a) the right upon valid tender by the Builder

to purchase the Units pursuant to the Purchase Order, and the right to take title to such Units and to be named the purchaser in the bill of sale to be delivered by the Builder for such Units pursuant to the Purchase Order, (b) all claims for damages in respect of such Units arising as a result of any default by the Builder under the Purchase Order, and (c) any and all rights of Rex to compel performance of the terms of the Purchase order in respect of the Units. Nothing herein shall in any way limit or affect Rex's rights and interests under the Purchase Order relating to Box Cars other than the Units.

2. Anything herein contained to the contrary notwithstanding: (a) Rex shall at all times remain liable to the Builder under the Purchase Order to perform all the duties and obligations of the buyer thereunder to the same extent as if this Assignment had not been executed; (b) the exercise by Assignee of any of the rights assigned hereunder shall not release Rex from any of its duties or obligations to the Builder under the Purchase Order except to the extent that such exercise by Assignee shall constitute performance of such duties and obligations; and (c) Assignee shall have no obligation or liability under the Purchase Order by reason of, or arising out of, this Assignment or be obligated to perform any of the obligations or duties of Rex under the Purchase Order or to make any payment (other than payment of the purchase price for the Units on the terms and conditions contemplated by the Conditional Sale Agreement) or to make any inquiry or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

Nothing contained herein shall in any way diminish or limit Rex's indemnities contained in the Conditional Sale Agreement with respect to any liability of Assignee to the Builder or others in any way relating to or arising out of the Purchase Order.

Nothing contained herein shall subject the Builder to any liability to which it would not otherwise be subject under or pursuant to the Purchase Order or modify in any respect the Builder's contract rights thereunder or require the Builder to divest itself of title to or possession of the Units until payment therefor as provided therein.

3. On the date the Builder tenders delivery of the Units pursuant to the Purchase Order, the Assignee shall, subject to the satisfaction of the conditions pre-

cedent contained in the Conditional Sale Agreement, purchase the Units from the Builder and pay the Builder on the Closing Date under the Conditional Sale Agreement an amount equal to the purchase price payable to the Builder on such delivery date for the Units pursuant to the Purchase Order, as such purchase price may be adjusted in accordance with the terms of the Purchase Order and invoiced by the Builder to Assignee on the delivery date for the Units.

4. Rex agrees that at any time and from time to time, upon the written request of Assignee, Rex will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Assignee may reasonably request in order to obtain the full benefits of this Assignment and of the rights and powers herein granted.

5. Rex hereby represents and warrants that the Purchase Order is in full force and effect and is enforceable in accordance with its terms and Rex is not in default thereunder. Rex further represents and warrants that Rex has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Assignment shall remain in effect, the whole or any part of the rights hereby assigned, to anyone other than Assignee.

6. Rex agrees that it will not enter into any agreement with the Builder which would amend, modify, supplement, rescind, cancel or terminate the Purchase Order in respect of the Units without the prior written consent of Assignee.

7. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

Witness:

Rubin Shertz

Witness:

Rubin Shertz

MCDONNELL DOUGLAS FINANCE CORPORATION

By:

Jerome Butkew

REX RAILWAYS, INC.

By:

Robert W. Glunder, Pres.

STATE OF NEW YORK)
 : SS.
COUNTY OF NEW YORK)

On this 9th day of March, 1979, before me personally appeared Robert W. Gruber, to me personally known, who being by me duly sworn, says he is the President of Rex Railways, Inc., that said instrument was signed 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.

[seal]

Ingrid M. Herbel
(Title of officer)

My commission expires _____

INGRID M. HERBEL
NOTARY PUBLIC, State of New York
No. 20-0616007
Qualified in New York Co.
Commission Expires March 31, 1981

STATE OF NEW YORK)
 : SS.
COUNTY OF NEW YORK)

On this 9th day of March, 1979, before me personally appeared Jerome Botkow, to me personally known, who being by me duly sworn, says he is the duly authorized agent of McDonnell Douglas Finance Corporation, that said instrument was signed 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.

[seal]

Ingrid M. Herbel
(Title of officer)

My commission expires _____

INGRID M. HERBEL
NOTARY PUBLIC, State of New York
No. 20-0616007
Qualified in New York Co.
Commission Expires March 31, 1981