

10740-D  
11790-D  
D20

LAW OFFICES  
**ALVORD AND ALVORD**

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

ROBERT W. ALVORD  
ALBERT H. GREENE  
CARL C. DAVIS\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE  
MILTON C. GRACE\*  
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WASHINGTON, D.C.  
20006

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\* NOT A MEMBER OF D.C. BAR  
\*\* ALSO A MEMBER OF OHIO BAR

RECORDATION NO. 10740-D  
JUL 22 1980 - 2 10 PM

July 21, 1980

COMMERCE COMMISSION

No. 0-2044010  
Date JUL 22 1980  
Fee \$ 20.00  
ICC Washington, D. C.

RECORDATION NO. 11790-D  
JUL 22 1980 - 2 10 PM

RECEIVED  
JUL 22 2 02 PM '80  
I.C.C. OPERATION BR.  
FEE OPERATION BR. ✓

Agatha L. Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20434

COMMERCE COMMISSION

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section §11303(a) of Title 49 of the United States Code and the regulations thereunder are two executed copies of an Assignment of Lease dated as of June 30, 1980.

The enclosed document assigns certain rights under a Lease of Railroad Equipment dated as of August 1, 1979 between Robert W. Meserve and Benjamin H. Lacy, Trustees of the Property of Boston and Maine Corporation, as Lessee, and Arlington-Integrated (Rail), Inc., as Owner, which was recorded at 3:15 p.m. on August 13, 1979 and assigned Recordation Number 10740-B.

10740-D

A general description of the railroad equipment covered by the enclosed document is, as follows:

Two hundred (200) 50'6" 70 ton Class XL boxcars with 10' sliding doors bearing reporting mark and road numbers BM 3200 through BM 3399, both inclusive.

The names and addresses of the parties to the enclosed document are:

Assignee: Ibis Associates Limited Partnership  
901 Farmington Avenue  
West Hartford, Connecticut 06619

Assignor: Arlington-Integrated (Rail), Inc.  
295 Madison Avenue  
New York, New York 10017

*C. T. Kappler*  
*C. Mergenovich*

Agatha L. Mergenovich, Secretary  
July 21, 1980  
Page Two

Kindly cross reference the enclosed document to Recordation Number 11790, which contains a Lease of Railroad Equipment dated April 1, 1980, as amended, between Ibis Associates Limited Partnership, Lessor, and Arlington-Integrated (Rail), Inc., Lessee. 11790-D

The undersigned is agent for the Assignor mentioned in the enclosed document for the purpose of submitting the enclosed document for recordation.

Also enclosed is a remittance in the amount of \$20 in payment of required recordation fee.

Very truly yours,

ALVORD AND ALVORD

By Charles T. Kappler  
Charles T. Kappler

**Interstate Commerce Commission**  
Washington, D.C. 20423

7/22/80

OFFICE OF THE SECRETARY

**Charles T. Kappler**  
**Alvord & Alvord**  
**200 World Center Building**  
**Washington, D.C. 20006**

Dear

**Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/22/80** at **2:10pm**, and assigned recordation number(s).

**11790-C, 10740-D & 11790-D**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 11790-2 ✓  
FILED 1980

JUL 22 1980 - 2 10 PM

COMMERCE COMMISSION

ASSIGNMENT OF LEASE

For valuable consideration, ARLINGTON INTEGRATED (RAIL), INC. (herein called "Assignor") hereby sells, assigns and transfers to IBIS ASSOCIATES LIMITED PARTNERSHIP (herein called "Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to, but none of its obligations under, that certain Lease of Railroad Equipment, dated as of August 1, 1979, between ROBERT W. MESERVE and BENJAMIN H. LACY, Trustees of the Property of Boston and Maine Corporation, Debtor, as Lessee, and Assignor, as Lessor, of certain railroad equipment therein described on Schedule A (herein called the "Equipment") and all subsequent subleases and extensions thereof (including, without limitation, all guarantees, if any, thereof), subject only to the security interest (herein called the "Prior Lien") in the Equipment of First Security Bank of Utah, N.A. (the "Agent"), under an Assignment of Lease and Agreement, dated as of August 1, 1979, between the Agent as agent, and Assignor, as Owner. (Such Lease of Railroad Equipment and all subsequent subleases and existing and future amendments and supplements thereto and guarantees thereof being herein called the "Leases.")

The assignment made hereby includes all sums now due or to become due under the Leases, together with all of the As-

signor's right to receive all sums due or to become due under the Leases, all proceeds of insurance policies, all claims for damages arising out of the breach thereof, and all rights to terminate the Leases and to compel performance thereunder, and all other monies now due and payable or to become due and payable to the Lessor under the terms of the Leases and all proceeds of any of the foregoing, subject, however, to the Prior Lien.

The Assignor represents that it has the full right, title and interest assigned hereunder free and clear of all liens, claims and encumbrances, except for the Prior Lien.

This Assignment is given as security for performance by Assignor of all of its obligations, as lessee, under a certain lease of the Equipment (herein called the "Equipment Lease"), dated as of April 1, 1980, between the Assignee, as lessor, and the Assignor. This Assignment shall remain in full force and effect and shall be irrevocable through December 31, 1995, on which date this Assignment shall terminate and be of no further force or effect.

Notwithstanding anything herein to the contrary, Assignee may not exercise any of the rights, powers and privileges granted to it hereunder unless and until the Assignor is in default under Section 10 of the Equipment Lease.

If requested by Assignee, Assignor, at its own expense, will cause this Assignment to be filed and recorded with the Interstate Commerce Commission in accordance with the provisions of 49 U.S.C. Section 11303. Assignor consents and agrees that it shall, from time to time, do and perform any other act and make, execute and deliver, or cause to be made, executed and delivered, any and all further instruments required by law or reasonably requested by Assignee for the purpose of proper protection, to its satisfaction, of Assignee's interest hereunder or for the purpose of carrying out the intention of this Assignment. Assignor will prominently disclose on Schedule A of each of the execution copies of the Leases which comes into its possession after the date hereof, the security interest of Assignee, subject to the Prior Lien as provided for herein.

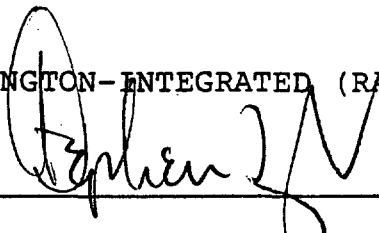

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor has executed this Assignment as of this 30th day of June, 1980.

ARLINGTON-INTEGRATED (RAIL), INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

On this 30th day of June 1980, before me personally appeared Stephen Goldsmith, to me personally known, who, being by me duly sworn, says that he is Executive Vice President of ARLINGTON-INTEGRATED (RAIL), INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-Laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Joan De Vagno

[Notarial Seal]

My Commission Expires

JOAN DeVAGNO  
Notary Public, State of New York  
No. 41-4623899  
Qualified in New York County  
Commission Expires March 30, 1982