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# LFC LEASE FINANCING CORPORATION

Three Radnor Corporate Center, Suite 400  
Radnor, Pennsylvania 19087

Telephone: (215) 964-2000  
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VIA FEDERAL EXPRESS

July 31, 1986

REGISTRATION NO. 15008A Filed 1425

AUG 4 1986 - 10 45 AM

INTERSTATE COMMERCE COMMISSION

15008A

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No. ....  
Date ..... AUG 4 1986  
Fee \$ .....

ICC Washington, D. C.

Office of the Secretary  
Applications & Fees Unit  
Interstate Commerce Commission  
Room B207  
12th Street & Constitution Ave., N. W.  
Washington, D. C. 20423

Gentlemen/Ladies:

Re: Provco Leasing Corporation, Assignor  
Bank of Virginia, Assignee

Enclosed herewith for filing are an original and three copies of an Assignment of Management Agreement between the captioned. The original is for your files and the three copies should be stamped immediately upon receipt and returned to me in the Federal Express envelope provided for that purpose.

Our check in the amount of \$10.00 is enclosed to cover the filing fee.

Thank you for your assistance in this matter.

Very truly yours,

*Nancy L. Gillson*

Nancy L. Gillson  
Senior Legal Assistant

Encs.

*Counter Photo*

100 OFFICE OF THE SECRETARY  
AUG 4 10 33 AM '86  
MOTOR OPERATING UNIT

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

August 4, 1985

Procco Leasing corporation  
3 Radnor Corporate Center  
Suite 400  
Radnor, Pennsylvania 19087

Dear Gentlemen:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-4-85 at 10:45 A.M. , and assigned re-  
recording number(s). *15008-A*

Sincerely yours,

*Norata R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

AUG 4 1986 -10 45 AM

ASSIGNMENT OF MANAGEMENT AGREEMENT  
INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, PROVCO LEASING CORPORATION ("Assignor"), a Delaware corporation, hereby assigns and transfers to BANK OF VIRGINIA, a Virginia corporation ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to that certain Management Agreement dated as of July 31, 1986 between NRUC CORPORATION, 100 N. 20th Street, Second Floor, Philadelphia, Pennsylvania 19103 and Assignor (the "Management Agreement"), together with all revenues and other moneys coming due thereunder and all proceeds from insurance, condemnation and requisition proceedings and sale or other dispositions of any of the property subject thereto payable to or receivable by the Assignor under or in connection therewith, and all rights, powers and remedies (but none of the duties or obligations, if any) of Assignor under the Management Agreement, including, exclusively on the part of the Assignee, all rights of the Assignor to give and receive any notice, consent, waiver, demand or approval under or in respect of the Management Agreement, to exercise any election or option thereunder or in respect thereof, to accept any surrender of any property subject thereto, to execute and deliver any bill of sale for any such property, and to do all other things which Assignor is entitled to do under the Management Agreement.

Assignor authorizes Assignee to do every act and thing in the name of the Assignor, Assignee or otherwise which Assignee may deem advisable to enforce the terms of the Management Agreement, and the Assignor hereby irrevocably appoints Assignee the true and lawful attorney for the Assignor with full power of substitution and revocation, together with full power and authority in the name of the Assignor, Assignee or otherwise, to demand, enforce, collect, receive, receipt and give releases for any moneys due or to become due under or arising out of the use of the Boxcars (as defined in the Management Agreement) or under the Management Agreement or any policy of insurance or indemnity relating to the property subject to the Management Agreement (including any returns of premium), to endorse all checks and other instruments payable to Assignor, and to do and take all such other actions as are referred to in the preceding paragraph relating to the Management Agreement or to file any claims or institute any proceedings for the foregoing which Assignee deems necessary, and to compromise any such demand, claim or action. Notwithstanding the foregoing, it is expressly agreed that (i) Assignor shall remain liable as Owner under the Management Agreement to perform all of the obligations assumed by it thereunder, (ii) the obligations of Assignor under the Management Agreement may be performed by Assignee or any subsequent assignee without releasing Assignor therefrom, (iii) the Assignee or any subsequent assignee shall have no liability or obligation under the Management Agreement by reason of this Assignment and shall not, by reason of this Assignment, be obligated to perform any of the obligations of Assignor under the Management Agreement or to file any claim or take any other action to collect or enforce any payment assigned hereunder, and (iv) Assignor's liability to Assignee hereunder shall be limited as provided in Section E of the Security Agreement.

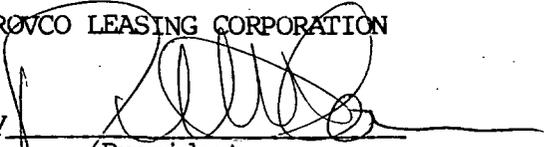
This Assignment is made pursuant to and for the purposes of a certain Security Agreement of even date herewith given by Assignor to Assignee to secure the payment of Assignor's Note and the other obligations referred to therein and shall remain in full force and effect until such Note and obligations have been paid and discharged in full.

Executed as of July 31, 1986.

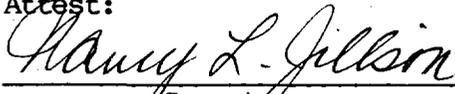
(Corporate Seal)

PROVCO LEASING CORPORATION

By

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary