



FIRST NATIONAL BANK  
OF LOUISVILLE

Post Office Box 36000 Louisville, Kentucky 40233 Telephone (502) 581-4200

RECORDED BY 14635A FILED 1463

November 7, 1989

NOV 15 1989 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

9-319A003

Secretary  
Interstate Commerce Commission  
Constitution Avenue & 12th Street NW  
Washington, D.C. 20423

Attn: Recordation Unit

Gentlemen:

Enclosed for filing and recording under 49 U.S.C. s1103 (a) and the regulations promulgate there under are an original and one executed counterpart of a Memorandum Summary of Sale and Assignment of Lease of Railroad Equipment. ("Memorandum") *& Bill of Sale*

Also enclosed is our check in the amount of \$10.00 representing the required recordation fee for filing this document.

Once the filing has been made, please return to the undersigned a stamped counterpart of the Memorandum, the fee receipt and a letter from the ICC acknowledging the filing.

Very truly yours,

FIRST NATIONAL BANK OF LOUISVILLE

*[Handwritten Signature]*  
Toni Scott  
Vice President

TS:as:interstate

NOV 15 1989 11 15 AM  
63. 11V 90 11 01 1234

*Waiting for  
file*

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

11/15/89

OFFICE OF THE SECRETARY

Toni Scott  
Vice President  
First National Bank Of Louisville  
P.O.Box 36000  
Louisville, Kentucky 40233-6000

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 11/15/89 at 11:15am, and assigned recordation number(s). 14635-A

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

MEMORANDUM SUMMARY OF SALE  
AND ASSIGNMENT OF LEASE OF  
RAILROAD EQUIPMENT

RECOMMENDATION NO. 14635-A FILED 1463  
NOV 15 1989 - 11 15 AM  
INTERSTATE COMMERCE COMMISSION

This Memorandum Summary of Sale and Assignment of Lease of Railroad Equipment ("Memorandum") dated as of September 29, 1989, is intended to evidence the Sale and Assignment to First National Bank of Louisville ("<sup>Buyer</sup>Buyer") from GFC Leasing Corporation ("<sup>Seller</sup>Seller") of a Lease of Railroad Equipment ("Lease") dated April 19, 1985, by and between Seller, as Lessor and Consolidated Rail Corporation ("Lessee").

FACTUAL RECITALS: Pursuant to the provisions of the Interstate Commerce Act, 49 USC, as amended Buyer and Seller hereby recite and acknowledge the following:

1. A Memorandum of the Lease was duly filed with the Interstate Commerce Commission on the 24th day of April, 1985 at 3:40 p.m., Recommendation Number 14635.
2. The Lease is a lease of the Railroad Rolling Stock covered by the Lease (and defined therein as the "Equipment"), a schedule of which equipment is attached hereto as Schedule A and incorporated herein by this reference.
3. Seller has transferred to Buyer by way of and Assignment of Lease and Bill of Sale dated September 29, 1989, all of their right, title and interest in and to the Lease and equipment covered by the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date set forth hereinabove.

GFC LEASING CORPORATION

"SELLER"

BY: Patrick J. Macki

TITLE: Executive Vice President

FIRST NATIONAL BANK  
OF LOUISVILLE

"BUYER"

BY: [Signature]

TITLE: VICE PRESIDENT

SCHEDULE A

EQUIPMENT DESCRIPTION

Seventy (70) Altoona  
100 Ton Capacity  
Railroad Gondola  
Cars 52'6" Length  
5' sides

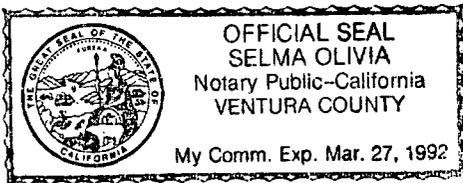
EQUIPMENT NUMBER

CR 582600  
through CR582669

STATE OF CALIFORNIA )  
COUNTY OF ~~ORANGE~~ <sup>Ventura</sup> )

I, Selma Olivia, a Notary Public in and for the state and county aforesaid, do hereby certify that Patrick J. Mackin, of GFC LEASING CORPORATION, a California corporation whose name is subscribed to the foregoing instrument, appeared before me this day on person and acknowledged that he is Executive Vice President, he signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand notarial seal this 25th day of October, 1989.



Selma Olivia  
Notary Public

My Commission Expires:

March 27, 1992

STATE OF KENTUCKY )  
COUNTY OF JEFFERSON )

I, LAURA DOEMAN, a Notary Public in and for the state and county aforesaid, do hereby certify that MARY L. SCOTT, of FIRST NATIONAL BANK OF LOUISVILLE, a national banking association, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is VICE PRESIDENT, he signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand notarial seal this SEVENTH (7TH) day of NOVEMBER, 1989.

Laura Doeman  
Notary Public

My Commission Expires:

FEBRUARY 16, 1993

ASSIGNMENT OF LEASE

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby explicitly acknowledged, paid to GFC Leasing Corporation (the "Assignor"), a California corporation with an address of 2800 North Madera Road, Simi Valley, California 93065, by or on behalf of First National Bank of Louisville (the "Assignee"), whose address is 101 South Fifth Street, Louisville, Kentucky 40232, the Assignor hereby sells, assigns, transfers, and conveys to the Assignee all of the lessor's right, title, and interest in and to the following described lease ("Lease"):

Railroad Equipment Lease dated April 19, 1985 between GFC Leasing Corporation, a California corporation, as the lessor, and Consolidated Rail Corporation, a Pennsylvania corporation, as the lessee.

The Assignment is executed and delivered by the Assignor and accepted by the Assignee, pursuant to a Purchase Agreement (the "Purchase Agreement") dated September 29, 1989, between the Assignor, as the seller, and Republic Financial Corporation, as the purchaser, whose rights to purchase the Lease and the equipment leased thereunder only have been assigned to Assignee pursuant to an Assignment Agreement of even date herewith. The provisions of the Purchase Agreement are not merged into this Assignment, and all such provisions (including, but not by way of limitation, all warranties, representations, and disclaimers pertaining to the Lease) will survive the execution, delivery, and acceptance of this Assignment.

The Assignor covenants and agrees that, upon the reasonable request of the Assignee from time to time, it will execute and deliver to the Assignee all other documents, instruments, and writings necessary to effectuate the transfer of the ownership of, and title to, the lessor's right, title, and interest in and to the Lease into the name of the Assignee, in accordance with, and subject to, such provisions of the Purchase Agreement.

Dated September 29, 1989.

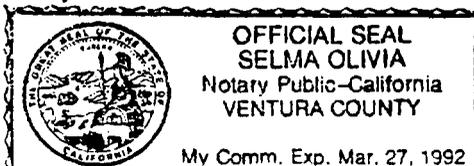
GFC LEASING CORPORATION,  
a California corporation

By: Patrick J. Mackin  
Title: Executive Vice Pres

STATE OF CALIFORNIA )  
County of Ventura ) ss.

On this 29 day of September, in the year 1989, before me Selma Olivia, a Notary Public, personally appeared Patrick J. Mackin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Exec. Vice Pres. of, or on behalf of, the corporation therein named and acknowledged to me that the corporation executed it.

Selma Olivia  
Notary Public



BILL OF SALE

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, paid to GFC Leasing Corporation (the "Assignor"), a California corporation with an address of 2800 North Madera Road, Simi Valley, California 93065, by or on behalf of First National Bank of Louisville (the "Assignee"), the Assignor hereby sells, assigns, transfers, and conveys to the Assignee the property (the "Equipment") described in attached Exhibit A (which is hereby incorporated herein by reference).

The Bill of Sale is executed and delivered by the Assignor and accepted by the Assignee, pursuant to a Purchase Agreement (the "Purchase Agreement") dated September 29, 1989, between the Assignor, as the seller, and Republic Financial Corporation, as the purchaser, whose rights to purchase the items set forth on Exhibit A only, have been assigned to Assignee pursuant to an Assignment Agreement of even date herewith. The provisions of the Purchase Agreement are not merged into this Bill of Sale, and all such provisions (including, but not by way of limitation, all warranties, representations, and disclaimers pertaining to the Equipment) will survive the execution, delivery, and acceptance of this Bill of Sale.

The Assignor covenants and agrees that, upon the reasonable request of the Assignee from time to time, it will execute and deliver to the Assignee all other documents, instruments, and writings necessary to effectuate the transfer of the ownership of, and title to, the Equipment into the name of the Assignee, in accordance with, and subject to, such provisions of the Purchase Agreement.

Dated September 29, 1989.

GFC LEASING CORPORATION,  
a California corporation

By: Patrick J. Machin  
Title: Exec. Vice Pres.

STATE OF CALIFORNIA )  
County of Ventura ) ss.

On this \_\_\_ day of September, in the year 1989, before me Selma Olivia, a Notary Public, personally appeared Patrick J. Machin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Exec. Vice Pres. of, or on behalf of, the corporation therein named and acknowledged to me that the corporation executed it.

Selma Olivia  
Notary Public

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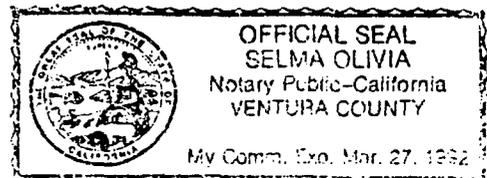


EXHIBIT A TO BILL OF SALE  
CONSOLIDATED RAIL CORPORATION - GONDOLAS

<u>Quantity</u>	<u>Description</u>
Seventy (70)	Gondola Cars 52' Length 5' Sides 100-Ton Capacity  Identification Numbers: CR 582600-582669 inclusive

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