



EQUIPMENT GROUP

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15041
RECORDATION NO. Filed 1425
SEP 2 1986 13 12 PM
INTERSTATE COMMERCE COMMISSION

August 29, 1986

Secretary
Interstate Commerce Commission
Constitution Avenue and
12th Street, N.W.
Washington, DC 20423

RECORDATION NO. 15041 A Filed 1425

SEP 2 1986 3 12 PM

INTERSTATE COMMERCE COMMISSION

Date

9/2/86

Fees

20.00

ICC Washington, D. C.

Attn.: Recordation Unit

Gentlemen:

Enclosed for filing and recording under 49 U.S.C. §11303(a) and the regulations promulgated thereunder are an original and one executed counterpart each of a Memorandum of Lease of Railroad Equipment and the related Assignment of Lease. The Memorandum of Lease of Railroad Equipment (Lease) is a primary document executed as of August 25, 1986, and has not been previously filed. The names and addresses of the parties to the Lease are as follows:

Lessor:

HM Joint Venture
1 Embarcadero Center
San Francisco, CA 94111

Lessee:

CSX Transportation, Inc.
Equipment Group - Treasury
100 North Charles Street
Baltimore, MD 21201

The Assignment of Lease is a secondary document related to the above Lease and was executed as of August 22, 1986. The names and addresses of the parties to the Assignment of Lease document are as follows:

Assignor:

HM Joint Venture
1 Embarcadero Center
San Francisco, CA 94111

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Assignee:

First National Bank of Louisville
P.O. Box 36040
Louisville, KY 40232

The Lease covers certain bottom dump coal hopper railroad cars leased from the Lessor to the Lessee, and the Assignment of Lease covers assignment of interests in the Lease by the Assignor to the Assignee.

The equipment covered by both documents mentioned above is as follows:

940 bottom dump coal hopper railroad cars
numbered HELX 36000 - 37199, inclusive, and
1,300 bottom dump coal hopper railroad cars
numbered HELX 580000 - 581999, inclusive;

AAR mechanical designation: HK.

Please cross-index the Lease and Assignment with that certain Security Agreement dated as of August 22, 1986, by and among HM Joint Venture and First National Bank of Louisville filed simultaneously herewith and enclosed in the envelope containing the Lease and associated documents.

A short summary of the documents to appear in the Index is as follows:

940 bottom dump coal hopper railroad cars
numbered HELX 360000 - 37199, inclusive,
and

HELX 580000 - 581999, inclusive.

Also enclosed are two drafts each in the amount of \$10.00 representing the required recordation fees for filing the Memorandum of Lease of Railroad Equipment and the Assignment of Lease.

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Once the filing has been made, please return to the undersigned a stamped counterpart of the Memorandum of Lease of Railroad Equipment and the Assignment of Lease, together with the fee receipt, the letter from the ICC acknowledging the filings, and an extra copy of this letter of transmittal.

Very truly yours,


Robert F. Hochwarth

RFH:awc
(Enclosures)

15041/A

Filed 1425

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

For VALUED RECEIVED, HM Joint Venture, a joint venture organized under the laws of the State of California ("Assignor"), and consisting of Helm Equipment Leasing Corporation, a California corporation and Mansbach Realty Company, Inc., a Kentucky corporation hereby assigns and transfers to FIRST NATIONAL BANK OF LOUISVILLE, a national banking association ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to (a) that certain Car Leasing Contract dated as of July 30, ("Car Contract") of which CSX Transportation, Inc., Treasury Department - 303, 100 North Charles Street, Baltimore, Maryland 21201 is lessee and Assignor is Lessor, (b) that certain Lease of Railroad Equipment, dated as of August 1, (the "Term Lease"), and all rental schedules and supplements thereto of which CSX Transportation Company, Inc., Treasury Department 303, 100 North Charles Street, Baltimore, Maryland 21201 is lessee and Assignor is lessor (the Car Contract and the Term Lease are jointly referred to hereinafter as the "Lease"), and (c) together with all rentals 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 Lease, 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 Lease, 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 Lease.

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 Lease, 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 Lease or any policy of insurance or indemnity relating to the property subject thereto or the Lease (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 Lease or such property, 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 lessor under the Lease to perform all of the obligations assumed by it thereunder, (ii) the obligations of Assignor under the Lease may be performed by Assignee or any subsequent assignee without releasing Assignor therefrom, and (iii) the Assignee or any subsequent assignee shall have no liability or obligation under the Lease 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 Lease or to file any claim or take any other action to collect or enforce any payment assigned hereunder.

This Assignment is made pursuant to and for the purposes of a certain Security Agreement, dated as of the 22nd day of August, 1986, given by Assignor to Assignee to secure the payment of the Notes and the other obligations referred to therein and shall remain in full force and effect until such Notes and obligations have been paid and discharged in full.

IN WITNESS WHEREOF, this Lease Assignment has been duly executed and delivered as of the 22nd day of August, 1986.

[Corporate Seal]

Attest:

By: William M. Roberts

Title: SECRETARY

HM JOINT VENTURE,
a California joint venture

By: Helm Equipment Leasing
Corporation,
a general partner

By: John R. Ed
Title: Executive Vice President

and

By: Mansbach Realty Company,
a general partner

Attest:

By: Charles D. Barnett

Title: Secretary

By: Michael Mansbach
Title: President

Commonwealth of Kentucky
County of Jefferson:

On this 22nd day of August, 1986 before me personally appeared, David R. Eckles, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Helm Equipment Leasing Corporation, that the seal 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 Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Signature of notary public

My commission expires: 1/8/89

Commonwealth of Kentucky
County of Jefferson:

On this 22nd day of August, 1986 before me personally appeared, Gerald Mansbach, to me personally known, who being by me duly sworn, says that he is the President of Mansbach Realty Company, that the seal 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 Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Signature of notary public

My commission expires: 1/8/89