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MANWELL & WES RECORDATION NO.

ATTORNEYS AT LAW

CITICORP CENTER

ONE SANSOME STREET

14TH FLOOR

SAN FRANCISCO, CALIFORNIA 94104

February 6, 1987

TELEPHONE  
(415) 362-2375

FEB 9 1987 12-4 0 PM

INTERSTATE COMMERCE COMMISSION

FILED & RECORDED

TELECOPY

(415) 362-1010

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee  
Secretary of the Interstate  
Commerce Commission  
Washington, D.C. 20423

1 5167

RECORDATION NO. FILED & RECORDED

FEB 9 1987 12-4 0 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed please find, for filing and recordating pursuant to Section 11303 of Title 49 of the United States Code and the regulations promulgated thereunder, one fully executed copy and six certified copies of a Memorandum of Lease of Railroad Equipment and related Assignment of Lease (with Consent and Agreement).

I. Document: Memorandum of Lease dated as of January 1987. This document is a primary document and has not been previously filed.

A. Parties:

Lessor:	HM Joint Venture
Lessee:	Virginia Electric and Power Company

B. Addresses:

Lessor:	c/o Helm Equipment Leasing Corporation One Embarcadero Center Suite 3320 San Francisco, CA 94111 Attn: Vice President
Lessee:	Virginia Power, OJRP-7 P. O. Box 26666 Richmond, VA 23261-6666 Attn: Manager, Transportation

C. Equipment: 300 Hundred-ton bottom-dump coal hopper cars bearing road numbers VEPX 87000 - 87499

msp/

ICC OFFICE OF THE SECRETARY  
FEB 9 1987 12 32 PM '87  
OPERATING UNIT

Ms. Noreta R. McGee  
February 6, 1987  
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II. Document: Assignment of Lease (with Consent and Agreement) dated as of December 23, 1986. This document is a secondary document related to the above Lease, and has not been previously filed.

A. Parties:

Assignor:	HM Joint Venture
Assignee:	First National Bank of Louisville

B. Addresses:

Assignor:	c/o Helm Equipment Leasing Corporation One Embarcadero Center Suite 3320 San Francisco, CA 94111 Attn: Vice President
Assignee:	P. O. Box 36040 Louisville, KY 40232 Attn: Senior Vice President

C. Equipment: Same as in I.C. above.

Please cross-index the Lease with the following document:

Recordation No. \_\_\_\_\_; Security Agreement dated as of December 23, 1986 between First National Bank of Louisville and HM Joint Venture, filed simulataneously herewith.

Enclosed is a check of this firm in the amount of \$20.00 to cover the filing fee for the two related documents (\$10.00), and the fee for the cross-indexing (\$10.00).

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

Lease and Agreement of Lease of Three Hundred (300)  
100-ton bottom-dump coal hopper cars, Lessee's Numbers:  
VEPX 87000-87499.

MANWELL & WES

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Once the filing has been made, please return the stamped copies of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

The undersigned certifies that she is acting as counsel to H. M. Joint Venture and that she has knowledge of the matters set forth in the above-described documents.

Sincerely,

A handwritten signature in cursive script that reads "L. Celeste H. Blumer". The signature is written in dark ink and is positioned to the right of the typed name.

L. Celeste H. Blumer

LCHB:msp  
Enclosures

msp/

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

1 5167 <sup>A</sup>  
RECORDATION NO. \_\_\_\_\_ Filed & Recorded

FEB 9 1987 12-40 PM

AFFIDAVIT

INTERSTATE COMMERCE COMMISSION

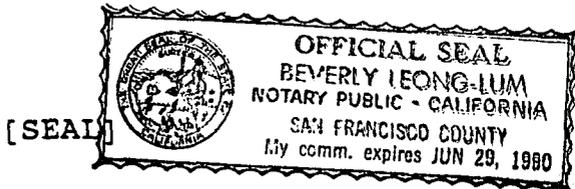
I, L. Celeste H. Blumer, being first duly sworn, depose and say:

(1) I am an attorney, licensed to practice in the State of California.

(2) I have reviewed the attached copy of the Assignment of Lease dated as of December 23, 1986 between HM Joint Venture and First National Bank of Louisville and compared said copy with the original document and found the copy to be complete and identical in all respects to the original document.

*L. Celeste H. Blumer*  
L. Celeste H. Blumer

Subscribed and sworn to before me this 6<sup>th</sup> day of February, 1987 at San Francisco, California.



*Beverly Leong-Lum*  
Notary Public

ASSIGNMENT OF LEASE

FEB 9 1987 12-40 PM

INTERSTATE COMMERCE COMMISSION

FOR VALUE 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"), and its successors and assigns, all of Assignor's right, title and interest in and to (a) that certain Lease of Railroad Equipment, dated as of December 8, 1986, (the "Lease"), and all rental schedules and supplements thereto of which Virginia Electric and Power Company, Post Office Box 26666, Richmond, Virginia 23261-6666 is lessee and Assignor is lessor, and (b) 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 thereto, 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



