

RECORDATION NO. 20637 FILED

APR 16 '97

3-24PM

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URBAN A. [unclear]

RECEIVED
SURFACE TRANSPORTATION
BOARD

APR 16 3 24 PM '97

April 14, 1997

RECORDATION NO. 20637-A FILED
B

APR 16 '97

3-24PM



Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are four (4) copies of a Memorandum of Master Equipment Lease Agreement, dated as of April 16, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents and four (4) copies each of the following secondary documents related thereto: Memorandum of Lease Agreement, dated as of April 16, 1997, and an Assignment of Lease Agreement with Recourse.

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

Memorandum of Master Equipment Lease

Lessor: Fleet Capital Corporation
50 Kennedy Plaza
Providence, Rhode Island 02903

Lessee: Flex Leasing Corporation
234 Front Street, Suite 300
San Francisco, California 94111

Mr. Vernon A. Williams
April 14, 1997
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Memorandum of Lease Agreement [Sublease]

Sublessor: Flex Leasing Corporation
234 Front Street, Suite 300
San Francisco, California 94111

Sublessee: Norfolk Southern Railway Company
110 Franklin Road, S.E.
Roanoke, Virginia 24042

Assignment of Lease Agreement with Recourse

Assignor: Flex Leasing Corporation
234 Front Street, Suite 300
San Francisco, California 94111

Assignee: Fleet Capital Corporation
50 Kennedy Plaza
Providence, Rhode Island 02903

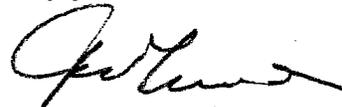
A description of the railroad equipment covered by the enclosed documents is:

149 bi-level Auto Racks NS 22906 through NS 23054

Also enclosed is a check in the amount of \$72.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

ASSIGNMENT OF LEASE AGREEMENT WITH RECOURSE

RECORDATION NO. 20637-B FILED

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TO: Fleet Capital Corporation
50 Kennedy Plaza, 5th Floor
Providence, Rhode Island 02903

Re: Lease Agreement between Flex Leasing Corporation, a Delaware corporation ("Assignor"), as sublessor, and Norfolk Southern Railway Company, a Virginia corporation ("NS"), as sublessee, dated ~~April 14~~, 1997.
March 3,

1. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Fleet Capital Corporation, a Rhode Island corporation, its successors and assigns ("Assignee"), WITH RECOURSE as to the financial ability of NS to pay, the above-referenced Lease Agreement (the "Sublease"), together with all payments due and to become due thereunder during the initial term of the Sublease, including, without limitation, all rental payments and insurance proceeds. Assignor also assigns to Assignee all of Assignor's right, title and interest in the property covered by and described in the Sublease (the "Leased Property"), and all of Assignor's rights and remedies thereunder, including the right to take, in Assignee's name, any and all proceedings, legal, equitable, or otherwise, that Assignor might otherwise take, save for this Assignment. This Assignment is given by Assignor to further secure its obligations to Assignee under that certain Master Equipment Lease Agreement No. 32386 dated as of April 14, 1997, by and between Assignee, as lessor, and Assignor, as lessee and Lease Schedules No. ^{00001 and} ~~00002~~ dated April 14 and 16, 1997, attached thereto (collectively the "Head Lease"). Notwithstanding this Assignment, so long as no Event of Default has occurred and is continuing under the Head Lease, Assignor shall be permitted to collect all payments due from NS under the Sublease and exercise all rights and remedies thereunder.

2. Notwithstanding this Assignment, Assignee shall have none of the obligations of the Assignor as lessor under the Sublease.

3. Assignor warrants that: Assignor is the owner of the Sublease free from all security interests, attachments, liens, encumbrances, and claims, except those in favor of Assignee; this Assignment is valid and effective; the Sublease is genuine, enforceable, noncancellable, and assignable to Assignee; Assignor will not grant, assign or permit any attachment, lien, encumbrance, security interest or claim against or in the Sublease or the Leased Property covered thereby, except to Assignee, nor will Assignor attempt to convey any interest in same; Assignor will promptly file, or permit Assignee to file UCC-1 financing statements reflecting the Sublease transaction and covering the Leased Property with the Virginia Secretary of State and with the Roanoke City Clerk of the Circuit Court, which financing statements have contemporaneously herewith been assigned to the Assignee by noting such assignment on the face of the UCC-1 financing statements. Assignor hereby appoints Assignee as its attorney-in-fact to execute, sign, file and record UCC-1 financing statements, UCC assignments or other memoranda with respect to the Sublease or the Leased Property covered thereby, as Assignee

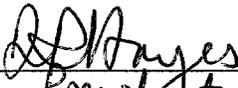
may deem in its sole discretion to be necessary or desirable to protect Assignee's interest in the Sublease and the Leased Property. If Assignor breaches any warranty contained herein, Assignee will have all of the rights and remedies set forth in the Head Lease and related documents.

4. Assignor shall have no authority to repossess or consent to the return of the Leased Property or modify the terms of the Sublease, without the prior written consent of Assignee.

Dated: April 16, 1997

ASSIGNOR:

FLEX LEASING CORPORATION

By: 
Title: President

ASSIGNOR'S NOTARY PAGE

STATE OF: California

COUNTY OF: San Francisco SS.

On April 10, 1997, before me, Louis Gutierrez personally appeared
(Notary Name and Title)

Desmond Hayes personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Louis Gutierrez

(Notarial Seal)

