

RECORDATION NO. 20178-A-B FILED 1425  
OCT 19 1996 - 11 42 AM  
DISTRICT OF COLUMBIA

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N W  
SUITE 200  
WASHINGTON, D.C.  
20006-2973  
(202) 393-2266  
FAX (202) 393-2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

October 18, 1996

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 two (2) copies of an Assignment of Lease, dated June 10, 1996, and an Intercreditor and Custodial Agreement, dated as of June 20, 1996, both secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Note and Security Agreement which was previously filed with the Board under Recordation Number 20178.

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

Assignment of Lease

Assignor: Railroad Technology Corporation  
447 Battery Street  
San Francisco, California 94111

Assignee: NationsBanc Leasing Corporation  
2300 Northlake Centre Drive  
Tucker, Georgia 30084

*Countersigned - Edw. M. Williams*

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Intercreditor and Custodial Agreement

NationsBanc Leasing Corporation  
2300 Northlake Centre Drive  
Tucker, Georgia 30084

American Finance Group  
98 North Washington Street  
Boston, Massachusetts 02114

IIBU Fund II PLC  
IFSC House  
International Financial Services Centre  
Custom House Docks  
Dublin 1, Ireland

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

⌘ nine (9) Articulated Five Pack Railcars CR 790049, CR 790052 through CR 790058 and CR 790072, all of which are leased to Consolidated Rail Corporation (see Recordation Number 19871)

see Schedule - covers 20 cars also

Also enclosed is a check in the amount of \$44 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

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

10/18/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW, Ste. 200  
Washington, DC., 20006-2973

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 10/18/96 at 11:45AM, and assigned recordation number(s). 18959-G, 20178-A and 20178-B.

Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$ 56.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



As security for the full and timely performance of our obligations under that certain Note and Security Agreement Number 07441-00701 dated May 22, 1996 (collectively, the "Agreement"), between **NationsBanc Leasing Corporation**, as Secured Party, and the undersigned, as Debtor, we hereby assign, transfer and convey to **NationsBanc Leasing Corporation** ("Assignee"), its successors and assigns, that certain Railcar Lease Agreement (the "Lease") dated April 25, 1995, between the undersigned, as lessor, and Consolidated Rail Corporation ("Lessee"), covering 53' Articulated Five (5) Platform TOFC (Trailer on Flat Car) Spine Cars, manufactured in 1983 by FMC Corporation and rebuilt in 1994/1995 by CONRAIL at Holidaysburg, PA according to specifications and standards of current Third Generation TTX Spine Cars, as set forth in the Railtech scope of work (Impact Conversion Project) dated April 7, 1995. Forty-five (45) Platforms or nine (9) Five Pack Cars (each such Car, a "Unit"). The nine (9) "Units" numbered as follows: CR 790049; CR 790052; CR 790053; CR 790054; CR 790055; CR 790056; CR 790057; CR 790058; CR 790072 and related equipment as more fully described in the Lease (the "Property") leased and all payments due and to become due thereunder and all our right, title, and interest in and to the Property and all our rights and remedies thereunder, and the right either in Assignee's own behalf or in our name to take all such proceedings, legal, equitable, or otherwise, that we might take, save for this assignment.

The original Lease is certified by us to be counterpart number one of one serially numbered, manually executed counterparts. To the extent, if any, that said Lease constitutes chattel paper under the Uniform Commercial Code, no security interest may be created through the transfer and possession of any counterpart other than counterpart number one. We warrant that the Lease and all related instruments are genuine and enforceable; the Lease with respect to the Property has been delivered to, and accepted by, the Lessee in condition satisfactory to the Lessee, and we will comply with all our warranties and other obligations to the Lessee.

We hereby agree to indemnify, hold safe and harmless from and against and covenant to defend Assignee against any and all claims, costs, expenses, damages and all liabilities arising from or pertaining to the use, possession or operation of the Property.

We warrant and represent that the Lease is in full force and effect and that we have not assigned nor pledged, and hereby covenant that we will not assign nor pledge, so long as this instrument of assignment shall remain in effect, the whole or any part of the rights hereby assigned, to anyone other than Assignee, its successors or assigns.

Assignee shall have none of our obligations under the Lease.

All our right, title and interest assigned hereunder may be reassigned by Assignee and any subsequent assignee, but only in conjunction with an assignment of the Agreement. It is expressly agreed that, anything herein contained to the contrary notwithstanding, our obligation under the Lease may be performed by Assignee or any subsequent assignee without releasing us therefrom, and Assignee shall not, by reason of this assignment, be obligated to perform any of our obligations under the Lease or to file any claim or take any other action to collect or enforce any payment assigned hereunder.

This instrument confirms the security interest in the Lease granted to Assignee under the Agreement. The covenants, representations and warranties herein set forth are in addition to and not in lieu of those set forth in the Agreement, which are incorporated herein by reference as though fully set forth.

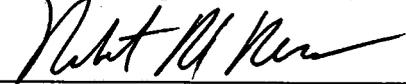
We hereby constitute Assignee, its successors and assigns, our true and lawful attorney, irrevocable, with full power (in our name or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all rents and claims for money due and to become due under, or arising out of the Lease, to endorse any checks or other instruments or orders in connection therewith to file any claims or take any action or institute any proceedings which to Assignee or any subsequent assignee seem necessary or advisable, all without affecting our liability in any manner whatsoever.

We acknowledge this Assignment of the Lease with respect to the Property is the only validly existing and enforceable Assignment thereof, hereby replacing any and all other Assignments thereof.

Dated this 10th day of June, 1996.

**Witness**, our hand and seal.

Railroad Technology Corporation (Debtor)

By:   
 Printed Name: Robert M. Ness  
 Title: Exec. Vice Pres.

CERTIFICATION OF DOCUMENTS

The undersigned officer of NationsBanc Leasing Corporation (NBLC) hereby certifies that the documents listed below and delivered herewith are true and correct copies of the original documents

June 10, 1996, Assignment of Lease between  
NBLC and Railroad Technology Corporation

Certified this 10th day of October, 1996

NationsBanc Leasing Corporation

By



Damon R Excell  
Assistant Vice President

**Notarial Acknowledgement:**

State of Georgia )  
County of DeKalb ) ss.:

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared Damon R. Excell , AVP, NationsBanc Leasing Corporation.

to me known to be the person(s) described in an who executed the foregoing instrument and acknowledged before me that (he, she, they) duly executed the same

In Witness Whereof I have hereunto set my hand and official seal this 15th day of October, 1996

My Commission Expires June 22, 1998

(Official Seal)



Andrea E. Feinstein

Notary Public          Andrea E. Feinstein

In and for said County and State or District of Columbia