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

October 1, 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 a Lease Agreement dated June 28, 1996, a primary document as defined in the Board's Rules for the Recordation of Documents and the following secondary documents related thereto: a Modification of Lease, dated August 21, 1996; an Acknowledgment Letter, dated September 25, 1996; an Assignment of Lease, dated September 9, 1996; and a second Assignment of Lease, also dated September 9, 1996.

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

Lease Agreement, Acknowledgment Letter  
and Modification of Lease

Lessor: Rail Trusts Equipment, Inc.  
1661 Beach Blvd.  
Jacksonville, FL 32250

Lessee: Western Ash Company  
7500 North Dreamy Draw #234  
Phoenix, AZ 85020

Assignment of Lease

Assignor: Rail Trusts Equipment, Inc.  
1661 Beach Blvd.  
Jacksonville, FL 32250

Assignee: Mercy Trust  
1661 Beach Blvd.  
Jacksonville, FL 32250

20287  
RECORDATION NO.

OCT 1 - 1996 11:45 AM

INTERSTATE COMMERCE COMMISSION

OF COUNSEL  
URBAN A. LESTER

20287-A, B, C, D  
RECORDATION NO.

OCT 1 - 1996 11:45 AM

INTERSTATE COMMERCE COMMISSION

*Handwritten notes:*  
Mr. Williams  
Enclosures -

Mr Vernon A Williams  
October 1, 1996  
Page Two

Assignment of Lease

Assignor	Mercy Trust 1661 Beach Blvd Jacksonville, FL 32250
Assignee	NationsBanc Leasing Corporation 2300 Northlake Centre Drive Suite 300 Tucker, GA 30084

A description of the railroad equipment covered by the enclosed documents is set forth in the schedule attached hereto

Also enclosed is a check in the amount of \$110 00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned

Very truly yours,



Robert W Alvord

## SCHEDULE OF EQUIPMENT

### Old Markings

MOHX 3000  
MOHX 3001  
MOHX 3040  
MOHX 3041  
MOHX 3042  
MOHX 3043  
MOHX 3044  
MOHX 3045  
MOHX 3080  
MOHX 3081  
MOHX 3082  
MOHX 3084  
MOHX 3085  
MOHX 3086  
MOHX 3087  
MOHX 3088  
MOHX 3090

### New Markings

WAFX 19501  
WAFX 19502  
WAFX 19503  
WAFX 19504  
WAFX 19505  
WAFX 19506  
WAFX 19507  
WAFX 19508  
WAFX 20001  
WAFX 20002  
WAFX 20003  
WAFX 20004  
WAFX 20005  
WAFX 20006  
WAFX 20007  
WAFX 20008  
WAFX 20009

RECORDATION NO. 27287 FILED 1996

OCT 4 - 1996 11:15 AM

# NationsBank®

NationsBanc Leasing Corporation

## Assignment of Lease

For ten dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Rail Trusts Equipment, Inc ("Assignor") hereby assigns, transfers and conveys to Mercy Trust ("Assignee"), its successors and assigns, that certain Lease Agreement (the "Lease") dated June 28, 1996, by and between Assignor, as lessor, and Western Ash Company, as lessee, covering seventeen (17) 1966-1969 Railroad Cars (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 Assignor 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 warrant and represent that the Lease is in full force and effect and that we have not assigned nor pledged, the whole or any part of the rights hereby assigned, to anyone other than Assignee, its successors or assigns.

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.

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.

Dated this 9<sup>th</sup> day of September, 1996.

Witness, our hand and seal.

Rail Trusts Equipment, Inc. (Assignor)

By: Keith A. Gibbs

Printed Name: Keith A. Gibbs

Title: President

(Corporate Seal)

State of GEORGIA )  
County of CAMDEN ) ss:

On this 9<sup>th</sup> day of SEPTEMBER, 1996, before me, personally appeared Keith A. Gibbs, to me personally known, who being by me duly sworn, says that (s)he is the President of Rail Trusts Equipment, Inc., that the seal affixed to the foregoing Assignment of Lease 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 (s)he acknowledged that the execution of said instrument was the free act and deed of said corporation.



Anne M. Hayes  
Notary Public  
(Seal)

My Commission expires  
Notary Public, Camden County, Georgia  
My Commission Expires Apr. 25, 2000