

DONELAN, CLEARY WOOD & MASER, P C

ATTORNEYS AND COUNSELORS AT LAW

SUITE 850

1275 K STREET, N W

WASHINGTON, D. C. 20005-4078

TELEPHONE (202) 371-9500

TELECOPIER (202) 371-0900

3-190A020

16769-5

July 9, 1993

Recordation No. 16769-I and J

16769-F
JUL 10 1993 - PM
RECORDATION DIVISION

RECORDATION DIVISION

MOTOR OPERATING DIVISION
JUL 9 12 04 PM '93

\$32.00 filing fee

Dear Mr. Strickland:

On behalf of Greyhound Financial Corporation, I submit for filing and recording under 49 U.S.C. § 11303 and the regulations promulgated thereunder, counterparts of two secondary documents, not previously recorded, the first, to be recorded under Recordation No. 16769-I is entitled Assignment of Lease and the second, to be recorded under Recordation No. 16769-J, is entitled Collateral Assignment and Agreement.

1. The parties to the Assignment of Lease, to be recorded under Registration No. 16769-I, are:

- Pac Rail - ASSIGNOR
Suite 1655
Two Embarcadero Center
San Francisco, CA 94111
- Pac Rail II - ASSIGNEE
Suite 1655
Two Embarcadero Center
San Francisco, CA 94111

The aforesaid Assignment of Lease, assigns all right, title and interest of Assignor to Assignee in, to and under that certain Railroad Equipment Lease ("Lease") entered into January 5, 1990 and recorded with the Interstate Commerce Commission February 20, 1990 under Recordation No. 16769-E and the said Assignment of Lease should be recorded under the next available letter under Recordation No. 16769, which we believe is -I.

The equipment covered in the Assignment of Lease is all equipment covered by the Lease.

A short summary of the Assignment of Lease to appear in the ICC Index is as follows:

"Assignment of Lease under 16769-E."

2. The parties to the Collateral Assignment and Agreement, to be recorded under Registration No. 16769-J, are:

- Pac Rail II - ASSIGNOR
Suite 16 Ebarcadero Center
San Francisco, CA 94111

Counterparts - Greyhound

DONELAN, CLEARY, WOOD & MASER, P C

Greyhound Financial Corporation
Dial Corporate Center
Dial Tower
Phoenix, Arizona 85077

- ASSIGNEE

The aforesaid Collateral Assignment and Agreement, assigns and sets over from the Assignor to the Assignee a security interest in, to and under that certain Railroad Equipment Lease ("Lease") entered into January 5, 1990 and recorded with the Interstate Commerce Commission February 20, 1990 under Recordation No. 16769-E and the said Collateral Assignment and Agreement should be recorded under the next available letter under Recordation No. 16769, which we believe is -J.

The equipment covered by the Collateral Assignment and Agreement is all the equipment covered by the Lease.

A short Summary of the Collateral Assignment and Agreement to appear in the ICC Index is as follows:

"Assigns security interest in Lease under 16769-E."

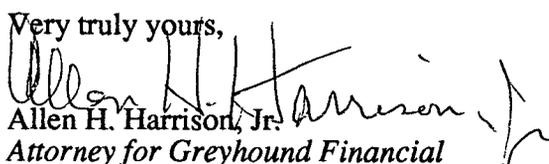
Please index separately the names of the two above-mentioned Assignees in the ICC "Vendee/Assignee" Index Book ("white pages") as follows:

1. Index under Pac Rail II saying, "See Recordation No. 16769-I."
2. Index under Greyhound Financial Corporation saying, "See Recordation No. 16769-J."

Enclosed is a check in the amount of thirty two (\$32.00) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for Greyhound Financial
Corporation for the purpose of
this filing.

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
Enclosures
BY HAND
8346-020

Interstate Commerce Commission

Washington, D.C. 20423

7/9/93

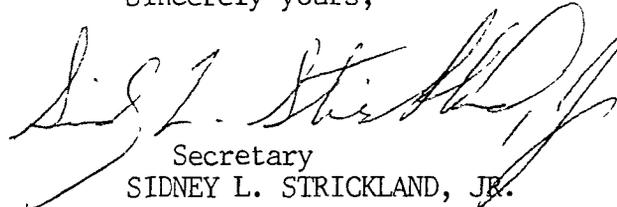
OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.
Donelan, Cleary, Wood & Maser, P.C.
1275 K Street, NW., Ste. 850
Washington, DC. 20005-4078

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/9/93 at 12:10PM, and assigned recordation number(s). 16769-I and 16769-J.

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

ASSIGNMENT OF LEASE

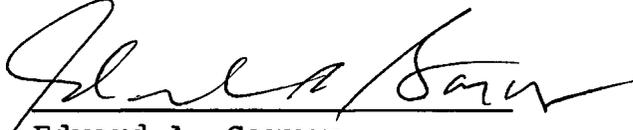
This is an assignment between PAC RAIL, a California corporation having an office at Two Embarcadero Center, Suite 1655, San Francisco, CA 94111 ("Assignor") and PAC RAIL II, a California corporation having an office at Two Embarcadero Center, Suite 1655, San Francisco, CA 94111 (the "Assignee"). Assignor and Consolidated Rail Corporation, ("Lessee") have entered into: (i) to that certain Railroad Equipment Lease dated January 5, 1990, as such lease may have been amended by one or more riders and supplements thereto or otherwise (the "Railcar Lease"); and (ii) has been filed with the ICC recorded under Recordation No. 16769-E.

NOW THEREFORE,

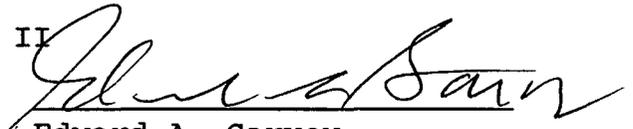
Assignor, for and in consideration of the sum of One Dollar and No Cents, (\$1.00) and other valuable consideration to be paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, hereby assigns to Assignee all of Assignor's right, title and interest in and to the Lease, including the equipment therein and all rental payments due and payable under the Lease and all additional rents, income, revenues, issues, profits, payments of Stipulated Loss Value, insurance proceeds, damages, monies, security deposits, and other payments of every kind and nature now or hereafter payable to or receivable by Assignor, its successors and assigns pursuant to any provision of the Lease together with collateral, if any, given by the Lessee to Assignor under the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by a duly authorized officer on the 25th day of June 1993.

PAC RAIL

BY: 
NAME: Edward A. Garvey
TITLE: President

PAC RAIL II

BY: 
NAME: Edward A. Garvey
TITLE: President

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) SS

On 6/25/93, before me, personally appeared Edward A. Garvey, President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: John C. Copoulos (Seal)
Notary Public

My Commission Expires: 3/21/97

