

0100837070  
RECORDATION NO. 17016-B+C  
FRED 1425

**DONELAN, CLEARY, WOOD & MASER, P.C.**

NOV 1 1995 - 3 50 PM

ATTORNEYS AND COUNSELORS AT LAW  
SUITE 750  
1100 NEW YORK AVENUE, N.W.  
WASHINGTON, D.C. 20005-3934

RECEIVED THE  
PROPERTY OF THE  
SECRETARY  
NOV 1 3 43 PM '95  
TELECOPIER (202) 371-0900  
LICENSING BRANCH  
INTERSTATE COMMERCE COMMISSION

OFFICE (202) 371-9500

October 31, 1995

Recordation Nos. 17016-B and 17016-C

442.00 filing fee

*Countrywide - a K&H*

Dear Mr. Williams:

On behalf of First Union Rail Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of two secondary documents not previously recorded. The first of the two documents (to be filed under Recordation No. 17016-B) is entitled Memorandum of Assignment and Assumption ("Debtor Assignment"), dated as of October 31, 1995. The second of the two documents (to be filed under Recordation No. 17016-C) is entitled Memorandum of Assignment of Railroad Equipment Master Lease and Memorandum of Lease thereof under Recordation No. 17016 ("Lease Assignment"), dated as of October 31, 1995:

- 1. The parties to the first document, the enclosed Debtor Assignment (Recordation No. 17016-B) are:

PAC RAIL 26055 County Road 29 Winters, CA 95694	—	ORIGINAL DEBTOR/ <u>ASSIGNOR</u>
FIRST UNION RAIL CORPORATION 20th Floor One First Union Center 301 South College Street Charlotte, NC 28288-0738	—	CURRENT DEBTOR/ <u>ASSIGNEE</u>
TOKYO LEASING (U.S.A.) INC. 2 Gannett Drive White Plains, NY 10604	—	CONSENTING PARTY/ SECURED PARTY

The said Debtor Assignment, among other things, acts to assign to the Assignee all right, title, interest and obligations, of the Assignor as Debtor in that certain Memorandum of Assignment of Lease, recorded under Recordation No. 17016-A and the Debtor Assignment should be recorded as "-B" under the same Recordation No. 17016.

The equipment covered by the instant Debtor Assignment is the equipment covered in the Memorandum of Lease filed and recorded with the Interstate Commerce Commission under Recordation No. 17016.

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

"Assignment of Debtor's interest and obligations in Memorandum of Assignment of Lease under Recordation No. 17016-A with consent of Secured Party".

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

Index under First Union Rail Corporation, saying, "See Recordation No. 17016-B."

- 2. The parties to the enclosed second document, the Lease Assignment (Recordation No. 17016-C) are:

PAC RAIL — ASSIGNOR  
26055 County Road 29  
Winters CA 95694

FIRST UNION RAIL CORPORATION — ASSIGNEE  
20th Floor  
One First Union Center  
301 South College Street  
Charlotte, NC 28288-0738

The said Lease Assignment, among other things, acts to assign to the Assignee all right, title, interest and obligations, of the Assignor as Lessor in that certain Railroad Equipment Master Lease and Memorandum of Lease thereof, recorded under Recordation No. 17016 and the Lease Assignment should be recorded as "-C" under the same Recordation No. 17016.

The equipment covered by the instant Lease Assignment is the equipment covered in the above-mentioned Memorandum of Lease filed and recorded with the Interstate Commerce Commission under Recordation No. 17016.

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

"Assignment of Lessor's interest and obligations in Memorandum of Lease under Recordation No. 17016."

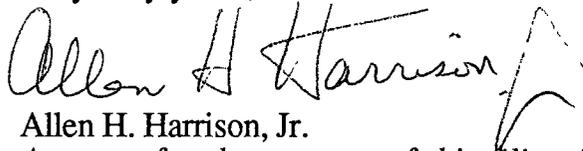
Please index separately the name of the above-mentioned Assignee in the ICC "Vendee/Assignee" Index Book ("white pages") as follows:

Index under First Union Rail Corporation, saying, "See Recordation No. 17016-C."

Enclosed is a check in the amount of forty two dollars (\$42.00) 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 letter/fee receipt from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in black ink that reads "Allen H. Harrison, Jr." with a stylized flourish at the end.

Allen H. Harrison, Jr.  
*Attorney for the purpose of this filing for  
First Union Rail Corporation*

The Honorable Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

*Enclosures*

BY-HAND  
8389-020



Interstate Commerce Commission  
Washington, D.C. 20423-0001

11/1/95

Mr. Of The Secretary

Allen H. Harrison, Jr.  
Donelan, Cleary, Wood & Maser, P. C.  
1100 New York Avenue, NW., Ste. 750  
Washington, DC., 20005-3934

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 11/1/95 at 3:50PM, and assigned recordation number(s). 17016-B and 17016-C.

Sincerely yours.

Vernon A. Williams  
Secretary

Enclosure(s)

(0100837070)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with 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 opportunity to examine your document.

Signature

17016-C

RECORDATION NO. 17016-C FILED 1995  
NOV 1 1995 - 3 50 PM

MEMORANDUM OF ASSIGNMENT  
OF RAILROAD EQUIPMENT MASTER LEASE AND  
MEMORANDUM OF LEASE THEREOF UNDER  
RECORDATION NO. 17016

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THIS MEMORANDUM OF ASSIGNMENT is made as of October 31, 1995 by and between PAC RAIL, Assignor, and First Union Rail Corporation, Assignee, hereinafter together referred to as the "Parties".

WITNESSETH:

WHEREAS, Pac Rail, as Lessor, and Consolidated Rail Corporation, as Lessee, leased 150 woodchip hopper cars under that certain Railroad Equipment Master Lease and Memorandum of Lease thereof (hereinafter together referred to as the "Lease"), recorded with the Interstate Commerce Commission ("ICC") under Recordation No. 17016, and

WHEREAS, Pac Rail, as assignor, and Tokyo Leasing (U.S.A.) Inc., as assignee, assigned a security interest in the Lease under Memorandum of Assignment of Lease, recorded with the ICC under Recordation No. 17016-A, and

WHEREAS, Pac Rail, as Original Debtor/Assignor, and First Union Rail Corporation, as Current Debtor/Assignee, with the consent of Tokyo Leasing (U.S.A.) Inc., did assign all right, title, interest and obligations of Pac Rail in the above Memorandum of Assignment of Lease to First Union Rail Corporation under that certain Memorandum of Assignment and Assumption under Recordation No. 17016-B, and

WHEREAS, under that certain Purchase Agreement, wherein Pac Rail and First Union Rail Corporation, and one other, are parties, Pac Rail has sold to First Union Rail Corporation the

rolling stock subject to the Lease and assigned the Lease thereof to First Union Rail Corporation and the Parties wish to make of record the assignment of the Lease.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and intending to be legally bound, Pac Rail does hereby assign, sell and set over all of its right, title, interest and obligations, in, to and under that certain Railroad Equipment Master Lease and Memorandum of Lease thereof under Recordation No.17016, to First Union Rail Corporation and First Union Rail Corporation accepts the assignment from Pac Rail.

IN WITNESS WHEREOF, Pac Rail and First Union Rail Corporation have duly executed this MEMORANDUM OF ASSIGNMENT as of the date first hereinabove written.

PAC RAIL (Assignor)

By: 

Name: BRIAN STUCKER

Title: President

FIRST UNION RAIL CORPORATION (Assignee)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MEMORANDUM OF ASSIGNMENT  
OF RAILROAD EQUIPMENT MASTER LEASE AND  
MEMORANDUM OF LEASE THEREOF UNDER  
RECORDATION NO. 17016

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WITNESSETH:

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WHEREAS, Pac Rail, as assignor, and Tokyo Leasing (U.S.A.) Inc., as assignee, assigned a security interest in the Lease under Memorandum of Assignment of Lease, recorded with the ICC under Recordation No. 17016-A, and

WHEREAS, Pac Rail, as Original Debtor/Assignor, and First Union Rail Corporation, as Current Debtor/Assignee, with the consent of Tokyo Leasing (U.S.A.) Inc., did assign all right, title, interest and obligations of Pac Rail in the above Memorandum of Assignment of Lease to First Union Rail Corporation under that certain Memorandum of Assignment and Assumption under Recordation No. 17016-B, and

WHEREAS, under that certain Purchase Agreement, wherein Pac Rail and First Union Rail Corporation, and one other, are parties, Pac Rail has sold to First Union Rail Corporation the

rolling stock subject to the Lease and assigned the Lease thereof to First Union Rail Corporation and the Parties wish to make of record the assignment of the Lease.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and intending to be legally bound, Pac Rail does hereby assign, sell and set over all of its right, title, interest and obligations, in, to and under that certain Railroad Equipment Master Lease and Memorandum of Lease thereof under Recordation No.17016, to First Union Rail Corporation and First Union Rail Corporation accepts the assignment from Pac Rail.

IN WITNESS WHEREOF, Pac Rail and First Union Rail Corporation have duly executed this MEMORANDUM OF ASSIGNMENT as of the date first hereinabove written.

PAC RAIL (Assignor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FIRST UNION RAIL CORPORATION (Assignee)

By: \_\_\_\_\_ 

Name: PAUL W. VAN WIE

CHIEF EXECUTIVE OFFICER

Title: \_\_\_\_\_

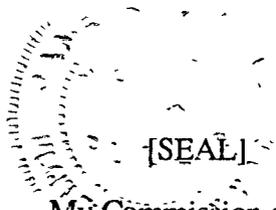
STATE OF North Carolina )  
 )  
COUNTY OF Mecklenburg )

SS:

On this 30th day of October, 1995 before me personally appeared Paul W. Van Wie, to me personally known, who being by me duly sworn, says that he/she is the Chief Executive Officer of FIRST UNION RAIL CORPORATION, that the foregoing instrument was signed on behalf of FIRST UNION RAIL CORPORATION by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of FIRST UNION RAIL CORPORATION.

IT WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jane E. Owens  
Notary Public



My Commission expires: March 29, 2000.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1995 before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he/she is the \_\_\_\_\_ of PAC RAIL, that the foregoing instrument was signed on behalf of PAC RAIL by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of PAC RAIL.

IT WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

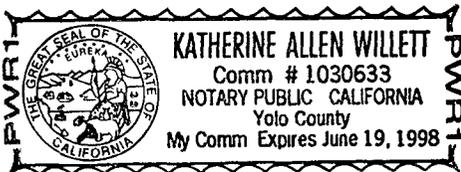
My Commission expires:

STATE OF California )  
COUNTY OF Yolo )

SS:

On this 27th day of October, 1995 before me personally appeared Brian Stucker, to me personally known, who being by me duly sworn, says that he/she is the President of PAC RAIL, that the foregoing instrument was signed on behalf of PAC RAIL by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of PAC RAIL.

IT WITNESS WHEREOF, I have hereunto set my hand and official seal.



Katherine Allen Willett  
Notary Public

[SEAL]

My Commission expires:

6/19/98