

0100837075

RECORDATION NO. 18368-C & D FILED 1995

NOV 1 1995 - 3 50 PM

WEST VIRGINIA COMMERCE COMMISSION

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

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

OFFICE: (202) 371-9500

TELECOPIER: (202) 371-0900

October 31, 1995

Recordation No. 18368-C and 18368-D

RECEIVED  
OFFICE OF THE  
STATE CLERK  
NOV 1 3 44 PM '95  
LICENSING BRANCH

*Copy to Dept - C. H. H. H.*

Dear Mr. Williams:

*\$1,420.00 filing fee*

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. 18368-C) is entitled Full Release and Termination of Security Interest, ("Release"), dated as of October 27, 1995. The second of the two documents (to be filed under Recordation No. 18368-D) is entitled Memorandum of Assignment ("Assignment"), dated as of October 31, 1995.

1. The party to the first document, the enclosed Release (Recordation No. 18368-C) is:

Finova Capital Corporation (formerly known as Greyhound Financial Corporation) 1850 North Central Avenue Phoenix, AZ 85004	—	ASSIGNEE/RELEASING PARTY
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The said Release, among other things, acts to release and terminate *in toto* the security interest of the Releasing Party in the Memorandum of Lease (and lease covered thereby) filed under Recordation No. 18368 through that certain Collateral Assignment of Leases filed under Recordation No. 18368-B, and the Release should be recorded as "-C" under the same Recordation No. 18368.

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

"Release of security interest in Memorandum of Lease under Recordation No. 18368."

2. The parties to the second document, the enclosed Assignment (Recordation No. 18368-D) are:

PAC RAIL II 26055 County Road 29 Winters, CA 95694	—	ASSIGNOR
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FIRST UNION RAIL CORPORATION  
20th Floor  
One First Union Center  
301 South College Street  
Charlotte, NC 28288-0738

— ASSIGNEE

The said Assignment, among other things, acts to assign to the Assignee all right, title, interest and obligations, of the Assignor as Lessor in that certain Memorandum of Lease, recorded under Recordation No. 18368 and the Assignment should be recorded as "-D" under the same Recordation No. 18368.

The equipment covered by the instant Assignment is the equipment covered in the above-mentioned Memorandum of Lease filed and recorded with the Interstate Commerce Commission under Recordation No. 18368.

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

"Assignment of Lessor's interest and obligations in Memorandum of Lease under Recordation No. 18368.

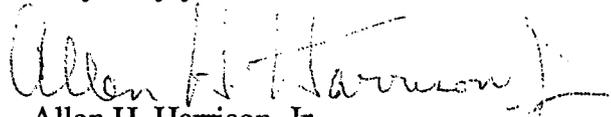
Please index separately the name of the above-mentioned Assignee in the ICC "Vendee/Assignee" Index Book ("white pages") as follows:

Index under First Union Rail Corporation, saying, "See Recordation No. 18368-D."

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,



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

Office Of The Secretary

Allen H. Harrison, Jr.  
Donelan, Cleary, Wood & Maser, P. C.  
1100 New York Ave., NW., Ste. 750  
Washington, DC., 2005-3934

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). 18368-C, 18368-D, 18369-C, 18369-D, 18370-C, 18370-D, 18371-D and 18371-E.

Sincerely yours.

Vernon A. Williams  
Secretary

Enclosure(s)

(0100837075)  
(0100837074)  
(0100837083)  
(0100837076)

\$ 168.00. 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

RECORDATION NO. 18368-D  
FILED 1995  
NOV 1 1995 3 29 PM

MEMORANDUM OF ASSIGNMENT OF,  
RAILROAD CAR LEASE AGREEMENT AND  
MEMORANDUM OF LEASE THEREOF UNDER  
RECORDATION NO. 18368

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

WITNESSETH:

WHEREAS, Pac Rail entered into that certain Railroad Car Lease Agreement with Peabody Terminals, Inc., a Memorandum of Lease thereof filed and recorded with the Interstate Commerce Commission ("ICC") under Recordation No. 18368, (hereinafter together "Lease"), and

WHEREAS, Pac Rail did assign the aforesaid Lease to PAC RAIL II and did file and record with the ICC an Assignment of Lease thereof under Recordation No. 18368-A, and

WHEREAS, as a part of a Loan and Security Agreement and related documents, between Pac Rail II (as Borrower), and Greyhound Financial Corporation, now known as Finova Capital Corporation, (as Lender), Pac Rail II assigned a security interest in, among others, the instant Lease under and through that certain Collateral Assignment of Leases document filed and recorded with the ICC under Recordation No. 18368-B, and

WHEREAS, the security interest in the Lease under the provisions of the above-mentioned Collateral Assignment of Leases was fully released and terminated by Finova Capital Corporation, formerly known as Greyhound Financial Corporation, by that certain Full Release and Termination of Security Interest, filed and recorded with the ICC under Recordation No. 18368-C, and

WHEREAS, under that certain Purchase Agreement, wherein Pac Rail II and First Union Rail Corporation, and one other, are parties, Pac Rail II 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 II does hereby assign, sell and

set over all of its right, title, interest and obligations in, to and under that certain Railroad Car Lease Agreement and Memorandum of Lease thereof under Recordation No. 18368, to First Union Rail Corporation and First Union Rail Corporation accepts the said assignment from Pac Rail II.

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

PAC RAIL II (Assignor)

By: Brian Stucker

Name: BRIAN STUCKER

Title: President

FIRST UNION RAIL CORPORATION (Assignee)

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

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

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

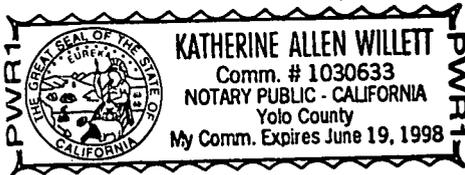
STATE OF California  
COUNTY OF Yolo

SS:

On this 27<sup>th</sup> 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 II, that the foregoing instrument was signed on behalf of PAC RAIL II 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 II.

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

Katherine Allen Willett  
Notary Public



[SEAL]

My Commission expires:

6/19/98

RECORDATION NO. 18368-D  
NOV 1 1995 3 50 PM  
FILED 1024  
U.S. DEPARTMENT OF COMMERCE

MEMORANDUM OF ASSIGNMENT OF  
RAILROAD CAR LEASE AGREEMENT AND  
MEMORANDUM OF LEASE THEREOF UNDER  
RECORDATION NO. 18368

---

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

WITNESSETH:

WHEREAS, Pac Rail entered into that certain Railroad Car Lease Agreement with Peabody Terminals, Inc., a Memorandum of Lease thereof filed and recorded with the Interstate Commerce Commission ("ICC") under Recordation No. 18368, (hereinafter together "Lease"), and

WHEREAS, Pac Rail did assign the aforesaid Lease to PAC RAIL II and did file and record with the ICC an Assignment of Lease thereof under Recordation No. 18368-A, and

WHEREAS, as a part of a Loan and Security Agreement and related documents, between Pac Rail II (as Borrower), and Greyhound Financial Corporation, now known as Finova Capital Corporation, (as Lender), Pac Rail II assigned a security interest in, among others, the instant Lease under and through that certain Collateral Assignment of Leases document filed and recorded with the ICC under Recordation No. 18368-B, and

WHEREAS, the security interest in the Lease under the provisions of the above-mentioned Collateral Assignment of Leases was fully released and terminated by Finova Capital Corporation, formerly known as Greyhound Financial Corporation, by that certain Full Release and Termination of Security Interest, filed and recorded with the ICC under Recordation No. 18368-C, and

WHEREAS, under that certain Purchase Agreement, wherein Pac Rail II and First Union Rail Corporation, and one other, are parties, Pac Rail II 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 II does hereby assign, sell and

set over all of its right, title, interest and obligations in, to and under that certain Railroad Car Lease Agreement and Memorandum of Lease thereof under Recordation No. 18368, to First Union Rail Corporation and First Union Rail Corporation accepts the said assignment from Pac Rail II.

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

PAC RAIL II (Assignor)

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

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

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

FIRST UNION RAIL CORPORATION (Assignee)

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

Name: PAUL W. VAN WIE  
CHIEF EXECUTIVE OFFICER

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

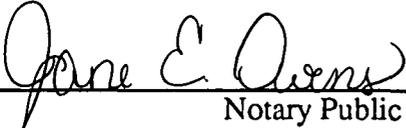


STATE OF North Carolina )  
 )  
COUNTY OF Mecklenburg )

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.

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

[SEAL]

My Commission expires: March 29, 2000.