

3-236A009

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AUG 24 1993 12:42 PM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

August 24, 1993

New Recordation No. -A and -B

\$ 48.00 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 three documents, first a primary document, not previously recorded, entitled Memorandum of Lease, executed June 25, 1993, to be recorded under a new Recordation No., and two related secondary documents, neither previously recorded, entitled, as to the one to be recorded under -A, Assignment of Lease and the other, to be recorded under -B, entitled Collateral Assignment and Agreement.

1. The parties to the Memorandum of Lease ("Lease"), executed June 25, 1993, to be recorded under a new Recordation No., are:

Pac Rail - LESSOR  
Suite 1655  
Two Embarcadero Center  
San Francisco, CA 94111

S00 Line Railroad Company - LESSEE  
S00 Line Building  
Minneapolis, Minnesota 55440

The said Lease covers the leasing by the Lessor to the Lessee of some one hundred five (105) open top hopper cars.

The equipment covered in the Lease is as identified in Appendix A to the Lease.

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

"Lease of 105 open top hopper cars S00 62523-62632, less 62546, 62563, 62605, 62607 and 62614."

2. The parties to the Assignment of Lease, to be recorded under -A, are:

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

Pac Rail II - ASSIGNEE  
Suite 1655  
Two Embarcadero Center

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NOTICE CREATING UNIT

See next page for Cross Indexing

Counterparts - G. H. Hansen

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The aforesaid Assignment of Lease, assigns all right, title and interest of Assignor to Assignee in, to and under the above Lease, and the related lease mentioned therein, and the said Assignment of Lease should be recorded under -A of the new Recordation No. assigned to the Lease.

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

3. The parties to the Collateral Assignment and Agreement, to be recorded under -B, are:

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

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

The aforesaid Collateral Assignment and Agreement grants, assigns and sets over from the Assignor to the Assignee a security interest in, to and under the above Lease and the said Collateral Assignment and Agreement should be recorded under -B of the new Recordation No. assigned to the Lease.

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.”

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

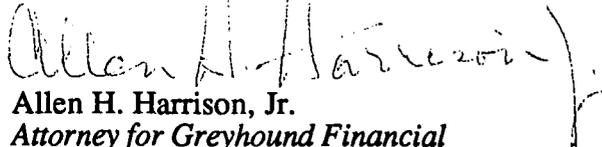
1. Index under Pac Rail II saying, “See Recordation No. 18369-A:”
2. Index under Greyhound Financial Corporation saying, “See Recordation No. 18369-B.”

Enclosed is a check in the amount of forty eight (\$48.00) in payment of the filing fees.

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

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

-A

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RECORDED & FILED

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ASSIGNMENT OF LEASE

INTERSTATE COMMERCE COMMISSION

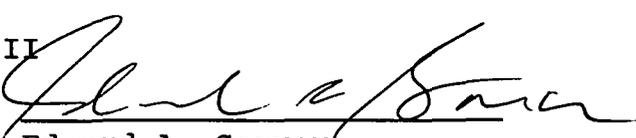
This is an assignment between PAC RAIL, a California corporation having an office at Two Embarcadero Center, Suite 1655, San Francisco, CA 94111 ("Assignor") and PAC RAIL II, a California corporation having an office at Two Embarcadero Center, Suite 1655, San Francisco, CA 94111 (the "Assignee"). Assignor and Soo Line Railroad Company, ("Lessee") have entered into: (i) to that certain Railroad Equipment Master Lease dated June 10, 1992, as such lease may have been amended by one or more riders and supplements thereto or otherwise (the "Railcar Lease"); and (ii) a Memorandum of Lease dated as of June 25, 1993 between Assignor and Lessee; (the Railcar Lease and the Memorandum, are referred to collectively as the "Lease") [recorded under Recordation No. \_\_\_\_\_].

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 Copoulos  
Notary Public

(Seal)

My Commission Expires: 3/21/97

