

RECORDATION NO. 18498  
DEC 3 1993-12 10 PM  
INTERSTATE COMMERCE COMMISSION

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RECORDATION NO. 18498 FILED 1425  
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INTERSTATE COMMERCE COMMISSION

0100056053

December 3, 1993

\$54.00 filing fee

RECORDATION NO. 18498 FILED 1425  
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INTERSTATE COMMERCE COMMISSION

New Recordation No. and -A and -B Thereto

Dear Mr. Strickland:

On behalf of ATEL Cash Distribution Fund (a California Limited Partnership), 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, to be recorded under a new Recordation No., and a related secondary document, not previously recorded, entitled, Inter-Company Purchase and Sale Agreement and Assignment of Lease to be recorded under -A, and a second related secondary document, not previously recorded, entitled Assignment of Lease to be recorded under -B.

1. The parties to the Memorandum of Lease ("Lease"), executed as of November 30, 1993, to be recorded under a new Recordation No., are:

ATEL Financial Corporation 235 Pine Street, 6th Floor San Francisco, CA 94104	-	LESSOR
Vista Chemical Company 900 Threadneedle Houston, TX 77079	-	LESSEE

The said Lease covers the leasing by the Lessor to the Lessee of some twenty five (25) tank cars as identified in Exhibit A thereto and two Modified Span Bolsters, UR-2 and UB-21.

The rolling stock covered in the Lease is as identified in Exhibit A to the Lease.

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

"Lease of 25 tanks cars and 2 Modified Span Bolsters."

2. The parties to the Inter-Company Purchase and Sale Agreement and Assignment of Lease ("Assignment 1"), to be recorded under -A are:

ATEL Financial Corporation 235 Pine Street, 6th Floor San Francisco, CA 94104	-	ASSIGNOR
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*Handwritten signatures and initials on the left margin.*

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

ATEL Cash Distribution Fund 235 Pine Street, 6th Floor San Francisco, CA 94104	-	ASSIGNEE
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The aforesaid Assignment 1, assigns all right, title and interest of Assignor to Assignee in, to and under the above Lease and the said Assignment 1 should be recorded under -A of the new Recordation No. assigned to the Lease.

The equipment covered by Assignment 1 is all the equipment covered by the Lease.

A short summary of Assignment 1 to appear in the ICC Index is as follows:

“Assignment of above Lease.”

3. The parties to the Assignment of Lease, to be recorded under -B, are:

ATEL Cash Distribution Fund 235 Pine Street, 6th Floor San Francisco, CA 94104	-	ASSIGNOR/SELLER
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Painewebber Preferred Yield Fund, L.P. Suite 3000 7175 West Jefferson Avenue Lakewood, Colorado 80235	-	ASSIGNEE/BUYER
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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 said Assignment of Lease should be recorded under -B 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 above Lease.”

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

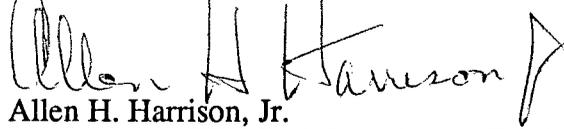
1. Index under ATEL Cash Distribution Fund saying, “See Recordation No. 18498.”
2. Index under Painewebber Preferred Yield Fund, L.P. saying, “See Recordation No. 18498.”

Enclosed is a check in the amount of fifty-four (\$54.00) dollars 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,

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

Allen H. Harrison, Jr.  
*Attorney for ATEL Cash Distribution Fund  
for the purpose of this filing.*

Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423  
*Enclosures*  
BY HAND  
8371-020

DEC 3 1993 -12 10 PM

INTERSTATE COMMERCE COMMISSION

**INTER-COMPANY  
PURCHASE AND SALE AGREEMENT AND ASSIGNMENT OF LEASE**

**THIS AGREEMENT**, made this 11th day of December, 1992 by and between **ATEL FINANCIAL CORPORATION** a California corporation having a principal place of business at 235 Pine Street, 6th Floor, San Francisco, California 94104 (hereinafter called **SELLER**) and **ATEL CASH DISTRIBUTION FUND**, a California limited partnership having a principal place of business at 235 Pine Street, 6th Floor, San Francisco, California 94104 (hereinafter called **BUYER**).

**WITNESSETH:**

For good and valuable consideration, receipt of which is hereby acknowledged:

1. **SALE AND ASSIGNMENT:** **SELLER** agrees to sell and assign to **BUYER**, and **BUYER** agrees to purchase and assume from **SELLER** all of **SELLER**'s right, title and interest to: (i) Equipment Schedule No. 1 dated as of December 11, 1992 as it incorporates by reference the **Master Lease Agreement No. VIST1**, dated as of November 12, 1992, as it is incorporated therein between **ATEL Financial Corporation** as lessor and **VISTA Chemical Corporation** as lessee (together with any and all exhibits, attachments, schedules, or the like thereto), including all rentals and other sums due and to become due thereunder, and all extensions and renewal thereof; (ii) the equipment described in the Equipment Schedule and all accessions, additions and attachments thereto, and replacement and substitutions therefor; and (iii) all proceeds (including proceeds of insurance) of any of the foregoing.

2. **EFFECTIVE DATE:** The assignment shall take place on the date hereof ("Assignment Date").

3. **TITLE:** Title to the equipment will pass free and clear of all liens, claims and encumbrances of any kind and shall vest in **BUYER** on the Assignment Date excepting only: (i) a lease thereof to Lessee, and (ii) the rights of the non-recourse lender, if any.

4. **WARRANTY DISCLAIMER:** **SELLER DOES NOT WARRANT THE EQUIPMENT IN ANY RESPECT EITHER EXPRESSLY OR BY IMPLICATION, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY.**

5. **REPRESENTATIONS AND WARRANTIES OF SELLER:** This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

6. **REPRESENTATIONS AND WARRANTY OF BUYER:** This Agreement constitutes the legal, valid and binding obligation of BUYER, enforceable in accordance with its terms.

7. **BILL OF SALE:** This Agreement shall be deemed sufficient to transfer and deliver to BUYER, good and marketable title to the Equipment, free and clear of all liens, claims, encumbrances and title defects except (a) the Lease and (b) the rights of the non-recourse LENDER, if any, referred to in Section 3 above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date of this Agreement first herein shown above.

SELLER

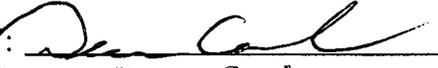
BUYER

**ATEL FINANCIAL CORPORATION**

**ATEL CASH DISTRIBUTION FUND**

by: ATEL Financial Corporation,  
its General Partner

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: **Dean Cash**  
~~Executive Vice President~~ \_\_\_\_\_

TITLE: **Dean Cash**  
~~Executive Vice President~~ \_\_\_\_\_

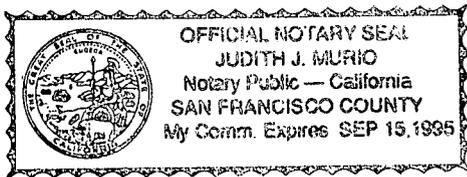
STATE OF California }  
COUNTY OF San Francisco } ss.

On Nov. 30, 1993 before me, the undersigned officer, personally appeared \_\_\_\_\_

Dean Ash

personally known to me  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) \_\_\_\_\_ subscribed to this instrument and acknowledged to me that \_\_\_\_\_ executed the same in \_\_\_\_\_ authorized capacity(ies), and that by \_\_\_\_\_ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Notarial Seal)

Judith J. Murio  
Notary Public

My Commission expires: 9.15.95