

RECORDATION NO.

17892-111  
FILED

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036

SEP 29 2006

1-25 PM

SURFACE TRANSPORTATION BOARD

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September 29, 2006

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease Assignment, dated as of September 29, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Assignment previously filed with the Board under Recordation Number 17892-CC.

The names and addresses of the parties to the enclosed document are:

Assignor: The Fifth Third Leasing Company  
38 Fountain Square Plaza MD 10904A  
Cincinnati, OH 45263

Assignee: PNC Equipment Finance, LLC  
Two PNC Plaza, 620 Liberty Avenue  
Pittsburgh, PA 15222

Mr. Vernon A. Williams  
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A description of the railroad equipment covered by the enclosed document is:

243 covered hopper railcars within the series CAGX 1051 – CAGX 1758 as more particularly set forth in the attachment to the document.

A short summary of the document to appear in the index is:

Memorandum of Lease Assignment.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem  
Enclosures

## MEMORANDUM OF LEASE ASSIGNMENT

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SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF LEASE ASSIGNMENT is made and entered into as of September 29, 2006, between THE FIFTH THIRD LEASING COMPANY ("Assignor") and PNC EQUIPMENT FINANCE, LLC ("Assignee"), with reference to the following:

1. The Lease Documents. Pitney Bowes Credit Corporation ("Lessor") and Conagra, Inc. ("Lessee") are parties to that certain Master Equipment Lease Agreement No. 1801174, dated as of April 24, 1992 (the "Master Lease"), and Lease Schedule No. 817, dated December 29, 1995 ("Schedule 817") (the "Assigned Schedule"), whereby Lessor leased to Lessee 255 Covered Hopper Railcars, as more fully described in the Schedule 1 attached hereto and made a part hereof (hereinafter referred to as the "Railcars"). A Memorandum of Master Equipment Lease Agreement No. 1801174 was recorded with the Surface Transportation Board (the "STB"), with respect to the Assigned Schedule and assigned Recordation No. 17892-R. The Master Lease (solely as it relates to the Assigned Schedule), and the Assigned Schedule, are hereinafter collectively referred to as the "Lease Documents." By a Memorandum of Lease Assignment dated December 18, 1998, and recorded with the STB on December 18, 1998 and assigned Recordation No. 17892-Z, Lessor assigned the Lease Documents to Crestar Leasing Corporation. By a Memorandum of Lease Assignment dated March 31, 2004, and recorded with the STB on March 31, 2004 and assigned Recordation No. 17892-CC, SunTrust Leasing Corporation (formerly known as Crestar Leasing Corporation) assigned the Lease Documents to Assignor. Capitalized terms used herein without definitions shall have the meanings given them in the Master Lease.

2. The Assignment. Assignor is, effective as of the date hereof: (a) assigning to Assignee, all rights, title, interests and obligations of the Lessor in, under and to the Lease Documents, and Assignee shall be accepting and assuming all of the same, in each such case to the extent attributable to the period commencing on and continuing after the consummation of such assignment and acceptance, pursuant, in part, to that certain Master Assignment Agreement dated as of September 29, 2006, and the Assignment and Specification of Assigned Equipment Schedule dated as of the date hereof, each between Assignor and Assignee; and (b) selling the Railcars to Assignee, and Assignee shall be the owner of the railcars and Assignor shall have no interest or authority of any nature regarding the Railcars.

3. Counterparts. This Memorandum of Assignment may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this MEMORANDUM OF LEASE ASSIGNMENT to be executed by its duly authorized officer as of the date first above written.

THE FIFTH THIRD LEASING COMPANY  
as Assignor

By: Randall C. Strong  
Name: RANDALL C. STRONG  
Title: Vice President

PNC EQUIPMENT FINANCE, LLC  
as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this MEMORANDUM OF LEASE ASSIGNMENT to be executed by its duly authorized officer as of the date first above written.

THE FIFTH THIRD LEASING COMPANY  
as Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC EQUIPMENT FINANCE, LLC  
as Assignee

By: Scott A. Reich  
Name: SCOTT A. REICH  
Title: VICE PRESIDENT

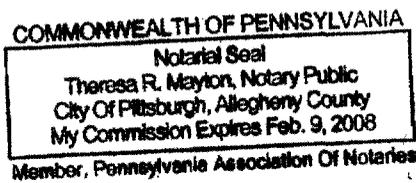
COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF ALLEGHENY )

On this the 28<sup>th</sup> day of September, 2006, before me appeared Scott A. Reich, the person who signed this instrument, who acknowledged that (s)he is the Vice President of PNC EQUIPMENT FINANCE, LLC and that being duly authorized (s)he signed such instrument as a free act of said limited liability company.

[Seal]

Theresa R. Mayton  
Notary Public

My commission expires:



STATE OF OHIO )  
 ) ss.  
COUNTY OF HAMILTON )

On this \_\_\_\_\_ day of September, 2006, before me, a Notary Public in and for the State of Ohio, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that (s)he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of THE FIFTH THIRD LEASING COMPANY to be the free and voluntary act and deed of said {company} for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Ohio, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF ALLEGHENY )

On this the \_\_\_ day of September, 2006, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of PNC EQUIPMENT FINANCE,LLC and that being duly authorized (s)he signed such instrument as a free act of said limited liability company.

[Seal]

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

My commission expires:

STATE OF OHIO )  
 ) ss.  
COUNTY OF HAMILTON )

On this 28 day of September, 2006, before me, a Notary Public in and for the State of Ohio, personally appeared Randall C. Strong, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that (s)he was authorized to execute the instrument, and acknowledged it as the VICE PRESIDENT of THE FIFTH THIRD LEASING COMPANY to be the free and voluntary act and deed of said {company} for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Elaine Ellis  
NOTARY PUBLIC in and for the State of  
Ohio, residing at Hamilton County  
My appointment expires 9.14.07  
Print Name ELAINE ELLIS

**ELAINE ELLIS**  
Notary Public, State of Ohio  
My Commission Expires **Sept. 14, 2007**

SCHEDULE 1 TO  
MEMORANDUM OF LEASE ASSIGNMENT

This Schedule 1 is to and a part of that certain Memorandum of Lease Assignment entered into as of September 29, 2006, by and between The Fifth Third Leasing Company, as assignor ("Assignor"), as seller and PNC Equipment Finance, LLC, as purchaser ("Assignee") (the "Memorandum").

The "Railcars" referred to in the Memorandum are comprised of all of the Railcars and other property leased by Assignor to Conagra, Inc. ("Lessee") under that certain Master Equipment Lease Agreement No. 1801174, dated as of April 29, 1992 (the "Master Lease"), and Lease Schedule No. 817, dated December 29, 1995 (the "Assigned Schedule"), entered into between Assignor, as lessor, and Lessee, as lessee, including without limitation:

A description of the equipment covered by the Memorandum of Lease Assignment consists of:

Two Hundred and forty-three (243) Trinity 5161 Cubic Foot Covered Hopper Railcars with Reporting Marks CAGX 1001 through and including CAGX 1051, CAGX 1053 through and including CAGX 1057, CAGX 1059 through and including CAGX 1061, CAGX 1063, CAGX 1065 through and including CAGX 1126, CAGX 1128 through and including CAGX 1156, CAGX 1158 through and including CAGX 1169, CAGX 1171, CAGX 1172, CAGX 1174 through and including CAGX 1181, CAGX 1183 through and including 1190, CAGX 1192 through and including CAGX 1199, CAGX 1678, CAGX 1680 through and including CAGX 1691, CAGX 1694 through and including CAGX 1695, CAGX 1698, CAGX 1700 through and including 1703, CAGX 1705 through and including CAGX 1706, CAGX 1708 through and including CAGX 1710, CAGX 1712 through and including CAGX 1725, CAGX 1727 through and including CAGX 1729, CAGX 1732, CAGX 1736, CAGX 1741, CAGX 1743 through and including CAGX 1747, CAGX 1749, and CAGX 1756 through and including CAGX 1758, together with all attachments, accessories, accessions and substitutions thereto; (excluding from the Assigned Schedule Twelve (12) Trinity 5161 Cubic Foot Covered Hopper Railcars with Reporting Marks CAGX 1052, CAGX 1062, CAGX 1127, CAGX 1157, CAGX 1170, CAGX 1173, CAGX 1182, CAGX 1191, CAGX 1200, CAGX 1676, CAGX 1677 and CAGX 1697, that suffered casualties.)

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated:

9/29/06



\_\_\_\_\_  
Robert W. Alvord