

U-HAUL HOLDING CO /NV/

FORM 8-K (Current report filing)

Filed 05/13/05 for the Period Ending 05/13/05

Address	5555 KIETZKE LANE STE 100 RENO, NV, 89511
Telephone	7756886300
CIK	0000004457
Symbol	UHAL
SIC Code	7510 - Services-Auto Rental and Leasing (No Drivers)
Industry	Ground Freight & Logistics
Sector	Industrials
Fiscal Year	03/31

AMERCO /NV/

FORM 8-K (Unscheduled Material Events)

Filed 5/13/2005 For Period Ending 5/13/2005

Address	1325 AIRMOTIVE WAY STE 100 RENO, Nevada 89502
Telephone	775-688-6300
CIK	0000004457
Industry	Rental & Leasing
Sector	Services
Fiscal Year	03/31

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 9, 2005

AMERCO

(Exact Name of Registrant as Specified in Charter)

Nevada	1-11255	88-0106815
(State or Other Jurisdiction of Incorporation)	Commission File Number	IRS Employer Identification No.

1325 Airmotive Way, Ste. 100, Reno, Nevada 89502-3239
(Address of Principal Executive Offices)(Zip Code)

(775) 688-6300
(Registrant's telephone number, including area code)

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

On May 9, 2005, various subsidiaries of AMERCO received Loan Commitments from Merrill Lynch Commercial Finance Corporation, Merrill Lynch Mortgage Lending, Inc. and Morgan Stanley Mortgage Capital, Inc. The description of the foregoing matters is not complete and is qualified in its entirety by the full text of such agreements and documents, that are filed as exhibits hereto and incorporated by reference herein. The Loan Commitments are attached as exhibits 10.5, 10.1. and 10.4.

Item 1.02. Termination of a Material Definitive Agreement

On May 9, 2005, and in connection with the acceptance of the above mentioned Loan Commitments, AMERCO notified Wells Fargo Foothill, Inc., the administrative agent for its Loan and Security Agreement, and Wells Fargo Bank, N.A., the trustee for its 9% Second Lien Senior Secured Notes due 2009, and on May 12, 2005 AMERCO notified The Bank of New York, the trustee for its 12% Senior Subordinated Notes due 2011, that it is exercising its right to terminate, redeem and prepay the principal and accrued and unpaid interest under the respective terms of the Loan and Security Agreement and the Note Agreements. AMERCO will incur a one-time charge of approximately \$34 million to pre-tax earnings in the first quarter of fiscal 2006 associated with early payment of the existing loans. These Notices are attached as exhibits 10.2, 10.3 and 10.6.

On May 12, 2005, AMERCO issued a press release announcing its refinancing plans, which is attached as exhibit 10.7.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: May 13, 2005

AMERCO

/s/ Jack A. Peterson
Jack A. Peterson, Chief Financial Officer of AMERCO

Exhibit 10.1

COMMERCIAL MORTGAGE CONDUIT

COMMITMENT DATE: May 9, 2005

MERRILL LYNCH MORTGAGE LENDING, INC.**COMMITMENT**

MERRILL LYNCH MORTGAGE LENDING, INC., a Delaware corporation (as used herein, the term "Lender" shall mean Merrill Lynch Mortgage Lending, Inc., and its successors, assigns and/or designees), hereby issues this Loan Commitment (this "Commitment") to AMERCO Real Estate Company, AMERCO Real Estate Company of Texas, U-Haul Co. of Florida, Inc., U-Haul International, Inc. (collectively, "Applicant") pursuant to that certain Mortgage Loan Application, dated March 15, 2005, submitted by Applicant to Lender (together with all appendices and addenda thereto issued by Lender, collectively, the "Application"), which is hereby incorporated by reference. Capitalized terms not specifically defined herein or identified in Section 2 hereof shall have the same meanings as set forth in the Application.

1. Loan Approval. The proposed Loan has been approved by Lender's Loan Committee, subject to all of the terms and conditions hereinafter set forth and all terms and conditions set forth in the Application.

2. Key Terms. Lender shall make the Loan on the following terms:

- | | |
|---------------------------------|--|
| (a) First Mortgage Loan Amount: | Lender is committing to originate up to \$480,000,000 of first mortgage loans pursuant to the terms and conditions contained in the Application and this Commitment. Should Lender fund less than the entire transaction, then individual assets comprising the Properties shall be allocated to Lender on a pro rata basis such that Lender's collateral pool satisfies the terms and conditions contained in the Application and this Commitment. |
| (b) Mezzanine Loan Amount: | Lender is committing to originate up to \$50,000,000 of mezzanine financing pursuant to the terms and conditions contained in the Application and this Commitment. Should Lender fund less than the entire transaction, then individual assets comprising partnership interests in the Properties shall be allocated to Lender on a pro rata basis such that Lender's collateral pool satisfies the terms and conditions contained in the Application and this Commitment. |

The following terms pertain to the First Mortgage Loan Amount only. Lender will deliver mezzanine financing substantially in accordance with the term sheet previously issued by Allied Capital Corp. as of March 22, 2005.

- | | |
|------------------------|---|
| (c) Interest Rate: | The Interest Rate shall be fixed at a per annum rate equal to the sum of 140 basis points plus the value of the appropriate U.S. Treasury rate (the "Index"). |
| (d) Term to Maturity: | 10 years |
| (e) Amortization Term: | 25 years |
| (f) Deposit Accounts: | |

Property Name: AMERCO Refinance Portfolio



COMMERCIAL MORTGAGE CONDUIT

Taxes and Insurance Escrows:	Escrows shall be required for property taxes and insurance. Notwithstanding the terms of the Application, lump sum deposits shall be permitted.
Immediate Repairs:	At closing, each Borrower shall be required to deposit with Lender 125% of the estimated cost of any repairs as determined by the engineering reports acceptable to Lender. Final amounts to be determined upon completion of engineering reports.
Replacement Reserve (monthly):	Each Borrower may be required to make an initial deposit and shall be required to make monthly deposits (estimated to be \$0.15/sf) into an escrow account with Lender to be drawn upon for the estimated costs of periodic repairs, replacements and maintenance. Notwithstanding the terms of the Application, lump sum deposits shall be permitted.
Debt Service Reserve (immediate):	1 month's worth of principal, interest and required reserves to be collected at closing and applied on the first loan payment date
(g) Minimum Debt Service Coverage Ratio:	1.30x the actual debt service payment based upon the Interest Rate; and 0.85x based upon an 11.33% minimum loan constant
(h) Maximum Loan-to-Value Ratio:	75%
(i) Commitment Deposit:	0% of Final Loan Amount
(j) Loan Origination Fee:	0% of Final Loan Amount

3. Acceptance of Commitment. Applicant shall be obligated to accept this Commitment by countersigning and delivering it to Lender on the date hereof. On the date hereof (the "Lock-In Date"), Applicant shall, in consultation with Lender, authorize Lender to fix the loan amount (the "Final Loan Amount") and interest rate (the "Final Interest Rate") and execute an Early Rate Lock Agreement. Promptly thereafter Lender shall issue to Applicant a rate lock confirmation containing the Final Loan Amount and Final Interest Rate based on the value of the Index in effect on the Lock-In Date.

4. Loan Origination Fee. Not Applicable.

5. Costs and Expenses. Whether or not the Loan closing occurs, Applicant agrees to pay all costs and expenses incidental to this transaction as provided in the Application and any Breakage Costs as provided in the Early Rate Lock Agreement.

6. Closing Date. The Closing Date shall occur on or before June 8 2005 and as required by Applicant's outstanding financing.

7. Closing and Rate Lock Conditions. Lender's obligation to fund and close the Loan shall be conditioned upon the satisfaction of each of the following conditions:

(a) There has been no material adverse change in the physical or financial condition of the Property or in the financial condition of Applicant, Borrower, Indemnitor or any of their respective affiliates.

(b) All conditions in this Commitment and in the Application have been fulfilled to the satisfaction of Lender in its sole discretion, including, without limitation, Lender's Minimum Debt Service Coverage Ratio set forth in Section 2 above.

Property Name: AMERCO Refinance Portfolio



COMMERCIAL MORTGAGE CONDUIT

(c) No bankruptcy proceeding has been commenced or is threatened by or against Applicant or Borrower, any of their affiliates or Indemnitors.

(d) There has been no change in ownership of the Property, Applicant or Borrower without Lender's prior written consent.

(e) There exists no other fact, event or disclosure in connection with the Loan that could, in Lender's judgment, reasonably be expected to cause the Loan to become delinquent or adversely affect the value or marketability of the Loan or the Property.

(f) Applicant has not attempted to assign, encumber or otherwise transfer the Application or this Commitment.

(g) All of the information provided by Applicant to Lender pursuant to the Application and Commitment or otherwise in connection with the Loan was true, correct and complete through the dates provided, and shall remain true, correct and complete through the Loan closing, except as Applicant has disclosed in writing to Lender.

(h) Applicant has made no material misrepresentation to Lender nor has omitted to disclose to Lender any material fact.

(i) Applicant has paid all fees and expenses required by the Application, the Early Rate Lock Agreement and this Commitment.

(j) Prior to Loan closing, Lender's counsel shall have received Loan documents acceptable to Lender duly executed by Borrower and each Indemnitor, as applicable, and acknowledged. All authorizations delivered to Lender's counsel for the Borrower and each Indemnitor shall be satisfactory to Lender's counsel.

(k) All of Lender's standard legal requirements have been satisfied or waived, in the sole reasonable discretion of Lender.

(l) The following additional conditions to be satisfied by Applicant: (1) Notwithstanding Paragraph 7(k) above, Applicant shall use good faith best efforts to deliver final surveys, zoning reports and signed pro forma title commitments acceptable to Lender prior to Loan closing. In the event that (i) the title commitments delivered at Loan closing contain a standard survey exception (subject only to a survey reading) but are otherwise acceptable to Lender, (ii) surveys and zoning reports are not delivered or completed to Lender's satisfaction prior to Loan closing or (iii) there are environmental, zoning, title, survey or condemnation issues or concerns which are not known or adequately addressed prior to Loan closing, Borrower and Applicant shall undertake to remedy or deliver such items or matters, as applicable, post-closing, to Lender's reasonable satisfaction, and shall indemnify Lender for any losses in connection therewith. Borrower and Applicant shall have a recourse obligation to payoff the allocated the loan amount at par post-closing if there are issues or facts that cannot be resolved to Lender's reasonable satisfaction and have a material impact upon the value of the Property, the security of the Loan or Lender's ability to sell the Loan. (2) At least five (5) business days prior to the closing of the Loan, Applicant shall deliver to Lender: (i) an executed W-9 form for each of the borrowing entities and such other entities/individuals as requested by Lender, (ii) the corresponding certified and filed formation documents for such entities (as applicable), and (iii) such other documents as requested by Lender in order to satisfy Lender's compliance requirements with the U.S. Patriot Act. (3) Each Borrower shall set up a Rent Account at Loan closing in the joint names of Borrower and Lender wherein all income from the Properties will be deposited. Prior to a Trigger Event, any excess funds in the Rent Account shall be paid to Borrower after payment of debt service and required reserves on the first mortgage. After a Trigger Event, funds in the Rent Account will be swept to a Central Account maintained and controlled by Lender. A Trigger Event will occur upon an Event of Default or if DSCR falls below 1.15x on an actual T12 basis. (4) Applicant to provide

Property Name: **AMERCO Refinance Portfolio**

COMMERCIAL MORTGAGE CONDUIT

additional information to Lender to verify intracompany and third party lease income. (5) Applicant to certify financial statements as true and correct.

8. Entire Understanding. There is no understanding with respect to the Loan, whether written or oral, except as expressly set forth herein or expressly incorporated herein by reference. Prior receipt by Lender of any document shall not constitute approval of that document unless expressly stated otherwise in writing. This Commitment can be changed only by an instrument in writing signed by both parties.

9. Time of the Essence. Time shall be of the essence with respect to the performance of Applicant's obligations and satisfaction of the closing conditions hereunder.

10. Lender's Obligations. The obligations of Lender expressly set forth in the Application, this Commitment and the Loan documents when fully executed shall constitute the sole obligations of Lender to Applicant.

11. Signatory Authorized. The person executing this Commitment on behalf of Applicant hereby represents and warrants to Lender that he or she has the power and authority to execute this Commitment as an act of Applicant, its sponsors and principals and to bind Applicant, its sponsors and principals hereto.

12. Termination of Commitment. Unless expressly extended by Lender in its discretion, this Commitment shall terminate automatically upon the earlier to occur of the passage of (i) two (2) business days from the date hereof without Applicant's acceptance of this Commitment or (ii) the Closing Date if the Loan has not closed. If the Loan fails to close for any reason, Borrower and Guarantors shall be responsible for Lender's hedging costs.

13. Power of Attorney. Upon acceptance of this Commitment, Applicant appoints Lender as its attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to remedy any defect, fill in any remaining blanks and cure any other ministerial errors and omissions in any document delivered by Applicant or Borrower to Lender in connection with the Loan or Loan closing.

14. Borrower. If Applicant and Borrower are not the same entity, all references herein to Applicant shall include the Borrower.

Property Name: AMERCO Refinance Portfolio




COMMERCIAL MORTGAGE CONDUIT

This Commitment is issued by Lender as of the 9th day of May, 2005. This Commitment and Lender's rights and obligations hereunder may be assigned by Lender to its affiliates or designees.

Very truly yours,

MERRILL LYNCH MORTGAGE LENDING, INC.

By: 
Its: Authorized Signatory

Accepted:

APPLICANT OR BORROWER:
AMERCO Real Estate Company,
AMERCO Real Estate Company of Texas,
U-Haul Co. of Florida, Inc.,
U-Haul International, Inc.

By: _____
Name: _____
Title: _____

Please return this Commitment signed by Applicant to Lender at the following address:

MERRILL LYNCH MORTGAGE LENDING, INC.
250 Vesey Street, 16th Floor
New York, New York 10080
Attention: Jennifer Yu

Property Name: **AMERCO Refinance Portfolio**





COMMERCIAL MORTGAGE CONDUIT

This Commitment is issued by Lender as of the 9th day of May, 2005. This Commitment and Lender's rights and obligations hereunder may be assigned by Lender to its affiliates or designees.

Very truly yours,

MERRILL LYNCH MORTGAGE LENDING, INC.

By: _____
Its: Authorized Signatory

Accepted:

APPLICANT OR BORROWER:
AMERCO Real Estate Company,
AMERCO Real Estate Company of Texas,
U-Haul Co. of Florida, Inc.,
U-Haul International, Inc.

By: Mary O. Horton
Name: Gary B. Horton
Title: Treasurer

Please return this Commitment signed by Applicant to Lender at the following address:

MERRILL LYNCH MORTGAGE LENDING, INC.
250 Vesey Street, 16th Floor
New York, New York 10080
Attention: Jennifer Yu

Property Name: AMERCO Refinance Portfolio

May 9, 2005

Via Facsimile (310) 453-7444
And (404) 815-2424
And overnight courier

Wells Fargo Foothill, Inc.
2450 Colorado Avenue
Suite 3000 W
Santa Monica, California 90404
Attention: Specialty Finance Division Manager

Paul, Hastings, Janofsky & Walker, LLP
600 Peachtree Street, NE,
Suite 2400
Atlanta, GA 30308-2222
Attention: Chris D. Molen, Esq.
Cindy J.K. Davis, Esq.

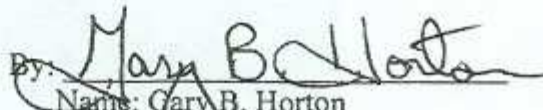
Re: Notice of Early Termination

Ladies and Gentlemen:

On behalf of the Borrowers (as defined in the Loan and Security Agreement), this is to notify you that pursuant to Section 3.6 of the Loan and Security Agreement, dated as of March 1, 2004 (the "Loan and Security Agreement"), by and among the lenders identified therein, Wells Fargo Foothill, Inc., as the lead arranger, administrative agent, syndication agent and collateral agent, AMERCO, and each of AMERCO's subsidiaries identified therein, the Administrative Borrower (as defined in the Loan and Security Agreement) has elected terminate the Loan and Security Agreement and prepay its Obligations under the Loan Documents in the amount of (i) \$345,624,995.00 (reflecting the principal balance outstanding under the Term Loan A piece of this facility) plus accrued interest up to the termination date (ii) the principal and accrued interest outstanding under the revolver as of the termination date. The date of termination shall be June 8, 2005.

Very truly yours,

AMERCO

By: 
Name: Gary B. Horton
Title: Treasurer

May 9, 2005

Via Facsimile (612) 667-9825
And overnight courier

Wells Fargo Bank, N.A.
Corporate Trust Services
Sixth & Marquette; N9303-120
Minneapolis, MN 55479
Attention: Corporate Trust Administration:
AMERCO Notes

Re: Notice of Redemption of Notes
AMERCO (the "Company") 9% Second Lien Senior Secured Notes due 2009 (the
"Notes")

Ladies and Gentlemen:

On behalf of the Company, this is to notify you that pursuant to Section 3.07 of the Indenture of the Company, dated as of March 1, 2004 (the "Indenture") relating to the Notes, the Company has elected to redeem Notes in an aggregate amount of \$200,000,000. The date of the redemption is June 8, 2005 and the redemption price is 105.5% of the principal amount of Notes to be redeemed plus accrued and unpaid interest, if any, to, but excluding the redemption date.

Enclosed are (a) the required Officer's Certificate pursuant to Sections 3.01 and 3.03 of the Indenture and (b) a form of notice of redemption to be sent to the Holders (as defined in the Indenture) of the Notes.

You are hereby requested and authorized to (i) deliver to the Holders of the Notes a notice of redemption substantially in the form attached hereto and (ii) take any other necessary steps to complete the redemption in the manner provided in the Indenture.

Please provide us with the wire transfer information for the account required for the redemption funds pursuant to Section 3.05 of the Indenture, so that we may forward the funds to this account, pending completion of the redemption.

Very truly yours,

AMERCO

By: 

Name: Gary B. Horton

Title: Treasurer

MORGAN STANLEY MORTGAGE CAPITAL INC.

MORGAN STANLEY
MORTGAGE CAPITAL INC.
a NEW YORK CORPORATION
1221 6th AVENUE, 27th FLOOR
NEW YORK, NEW YORK 10020

May 9, 2005

Amerco Real Estate Company
Amerco Real Estate Company of Texas
Uhaul Company of Florida

RE: Loan Name: 161 self storage facilities Located
detailed in Exhibit A attached hereto,

Dear Sirs/Mesdames:

Please be advised that our credit committee has approved the above referenced Loan, subject to the terms and conditions set forth in that certain Mortgage Loan Application dated March 17, 2005 (the "Application") and as additionally detailed in Exhibit B attached hereto.

Please acknowledge your acceptance of the terms hereof by signing below where indicated and forwarding the same to: Morgan Stanley Mortgage Capital Inc., 1221 Avenue of the Americas, New York, New York 10020 Attention: Stephen Petuck. Unless Lender receives the executed version of this letter on or before the close of business on May 14, 2005, the terms hereof shall be deemed automatically withdrawn and of no force and effect.

Very truly yours,

MORGAN STANLEY MORTGAGE
CAPITAL INC., a New York
corporation

By: 

Name: Stephen Holmes

Title: Vice President



ACCEPTED AND AGREED this 12th day
of May, 2005 by:

By: AMERCO REAL ESTATE COMPANY

Name: Mary B. Horton
Title: Treasurer

By: AMERCO REAL ESTATE COMPANY OF TEXAS

Name: Mary B. Horton
Title: Treasurer

By: UHAUL COMPANY OF FLORIDA

Name: Mary B. Horton
Title: Authorized signer



EXHIBIT A

EXHIBIT A					
U-HAUL CENTER	CITY	STATE	ZIP	PO	AMOUNT
U-HAUL CENTER PELHAM	PELHAM	AL	35124	532	61,727
U-HAUL CTR SHERWOOD	SHERWOOD	AR	72120	387	44,260
U-HAUL CT SEPULVEDA	SEPULVEDA	CA	91343	82	5,782
U-HAUL CTR HOLT AVE	ONTARIO	CA	91764	314	17,543
U-HAUL CENTER OF MANCHESTER	MANCHESTER	CT	06040	246	15,850
U-HAUL ST PETERSBURG	SAINT PETERSBURG	FL	33705	424	25,793
U-HAUL METRO CENTER	COLUMBUS	GA	31901	146	12,450
U-HAUL CT OF AURORA	AURORA	IL	60505	138	9,875
U-HAUL CT EASTGATE	TERRE HAUTE	IN	47803	228	16,725
U-HAUL CT BARDSTOWN	LOUISVILLE	KY	40218	168	19,750
U-HAUL SOMERVILLE	SOMERVILLE	MA	02143	223	14,067
U-HAUL LIVERNOIS&&7M	DETROIT	MI	48221	182	17,160
U-HAUL CENTER PAGE AVENUE	OVERLAND	MO	63132	249	19,108
U-HAUL CENTER OF HIGH POINT	HIGH POINT	NC	27260	144	17,350
U-HAUL CENTER OF KEENE	KEENE	NH	03431	117	11,185
U-HAUL SCHENECTADY	SCHENECTADY	NY	12303	182	10,860
U-HAUL SHEA STADIUM	FLUSHING	NY	11354	848	57,876
U-HAUL CT SOUTH END	TOLEDO	OH	43614	247	13,295
U-HAUL RENTAL EAST	COLUMBUS	OH	43213	276	25,039
U-HAUL CTR GRESHAM	GRESHAM	OR	97030	288	25,811
U-HAUL OF READING	READING	PA	19601	128	13,500
U-HAUL CUMBERLAND	CUMBERLAND	RI	02864	199	12,979
U-HAUL CT SUMMER AV	MEMPHIS	TN	38122	477	38,775
U-HAUL CENTER BEN WHITE	AUSTIN	TX	78704	130	13,530
SPRING U-HAUL CENTER	SPRING	TX	77388	500	40,400
U-HAUL CTR OF PROVO	PROVO	UT	84604	324	7,796
U-HAUL CT E SPRAGUE	SPOKANE	WA	99216	250	16,858
Subtotal Pool A				7,429	585,344
U-HAUL EAST LAKE	BIRMINGHAM	AL	35206	261	16,328
U-HAUL CT JONESBORO	JONESBORO	AR	72401	181	21,595
U-HAUL SOUTH CENTRA	LOS ANGELES	CA	90044	279	18,428
U-HAUL CTR BARSTOW	BARSTOW	CA	92311	159	15,894
U-HAUL CAPITOL AVE	HARTFORD	CT	06106	470	30,677
U-HAUL MOBILE HWY	PENSACOLA	FL	32506	102	8,832
U-HAUL CT BROAD ST	AUGUSTA	GA	30904	579	37,472
U-HAUL SOUTH SHORE	CHICAGO SOUTH	IL	60649	194	13,393
U-HAUL CASTLETON	INDIANAPOLIS	IN	46250	320	38,300
U-HAUL CENTER LAFAYETTE	LAFAYETTE	LA	70503	694	54,875
U-HAUL WESTERN AVE	AUGUSTA	ME	04330	166	10,113
U-HAUL CT JOY ROAD	DETROIT	MI	48228	348	20,648
U-HAUL CENTER NORTH COUNTY	SAINT LOUIS	MO	63138	119	13,125
U-HAUL CENTER THIRD STREET	WILMINGTON	NC	28401	123	6,179
U-HAUL PLAINFIELD	PLAINFIELD	NJ	07060	173	10,814
U-HAUL CTR COLONIE	ALBANY	NY	12205	190	19,750
U-HAUL GRAND CONCOURSE	BRONX	NY	10451	493	28,168

U-HAUL CT LIMA MALL	LIMA	OH	45805	131	12,352
U-HAUL ERIE && HIGH	HAMILTON	OH	45011	201	15,853
	PHILADELPHIA				
U-HAUL OVERBROOK	SOUTH	PA	19151	193	14,962
U-HAUL OF LEBANON	LEBANON	PA	17042	141	10,928
U-HAUL W COLUMBIA	WEST COLUMBIA	SC	29169	284	26,750
U-HAUL CTR MADISON	MADISON	TN	37115	199	20,825
U-HAUL WINTERS FRWY	ABILENE	TX	79605	194	16,285
U-HAUL CENTER MESA ROAD	HOUSTON NORTH	TX	77028	209	12,262
U-HAUL CENTER SEVEN HILL	LYNCHBURG	VA	24501	391	34,028
U-HAUL CENTER EASTSIDE	MADISON	WI	53714	282	30,508
Subtotal Pool B				7,076	559,344
U-HAUL CTR GATEWAY	DECATUR	AL	35602	249	30,818
U-HAUL 26TH AND INDIAN SCHOOL	PHOENIX EAST	AZ	85016	442	34,504
U-HAUL CENTER LA BREA	INGLEWOOD	CA	90301	219	13,560
U-HAUL CHULA VISTA	CHULA VISTA	CA	91910	119	7,215
U-HAUL NEW BRITAIN	NEW BRITAIN	CT	06052	109	6,072
U-HAUL CENTER FT PIERCE	FORT PIERCE	FL	34982	161	13,606
U-HAUL I-80&&MANAWA	COUNCIL BLUFFS	IA	51501	224	21,698
U-HAUL EVANSTON	EVANSTON	IL	60201	385	26,354
U-HAUL NATIONAL RD	RICHMOND	IN	47374	170	14,630
U-HAUL HAMMOND SQ	HAMMOND	LA	70401	383	38,470
U-HAUL CENTER WAVERLY ROAD	LANSING	MI	48917	610	57,530
U-HAUL CT GROES TEN	WARREN	MI	48089	91	6,802
U-HAUL CTR OF PEARL	PEARL	MS	39208	152	13,650
U-HAUL CENTER GARNER	GARNER	NC	27529	232	29,300
U-HAUL CTR ROUTE 9	OLD BRIDGE	NJ	08857	184	14,700
U-HAUL GLENS FALLS	GLENS FALLS	NY	12801	144	16,150
	HUNTINGTON				
U-HAUL HUNTINGTON	STATION	NY	11746	238	15,350
U-HAUL CT ALEXIS RD	TOLEDO	OH	43612	227	28,650
U-HAUL CENTER QUAIL SPRINGS	OKLAHOMA CITY	OK	73114	645	49,125
U-HAUL CTR CENTRAL	PHILADELPHIA				
PHILADLPHIA	SOUTH	PA	19107	919	47,100
	PHILADELPHIA				
U-HAUL ROXBOROUGH	NORTH	PA	19128	151	8,425
U-HAUL WADE HAMPTON	GREENVILLE	SC	29609	191	19,262
U-HAUL CLARKSVILLE	CLARKSVILLE	TN	37042	360	23,122
U-HAUL 34TH && Q	LUBBOCK	TX	79405	320	25,867
U-HAUL STUEBNER AIR	HOUSTON NORTH	TX	77014	253	20,350
U-HAUL JEFFERSON DAVIS					
HIGHWAY	RICHMOND	VA	23234	140	12,200
U-HAUL CT STATE ST	MILWAUKEE	WI	53233	137	10,036
Subtotal Pool C				7,455	604,546
U-HAUL MONTGOMERY H	DOTHAN	AL	36301	162	10,088
U-HAUL 24TH & MCDOWEL	PHOENIX EAST	AZ	85006	325	24,668
U-HAUL OF GARDENA	GARDENA	CA	90249	271	23,148
U-HAUL CTR OF MORENO VALLEY	MORENO VALLEY	CA	92553	668	40,067
U-HAUL CTR HAMDEN	HAMDEN	CT	06514	445	32,926

U-HAUL CTR EDGEWOOD	JACKSONVILLE	FL	32208	325	25,638
U-HAUL CHINDEN BLVD	BOISE	ID	83704	151	20,150
U-HAUL CENTER MAIN STREET	BLOOMINGTON	IL	61701	125	6,532
U-HAUL CENTER RIVERSIDE	EVANSVILLE	IN	47714	245	19,975
U-HAUL LEOMINSTER	LEOMINSTER	MA	01453	298	22,160
U-HAUL BURLINGAME	WYOMING	MI	49509	111	10,240
U-HAUL CENTER DULUTH	HERMANTOWN	MN	55811	141	9,178
U-HAUL CENTER PASS ROAD	GULFPORT	MS	39501	153	9,771
U-HAUL CENTER CAPITAL BLVD	RALEIGH	NC	27604	234	19,450
U-HAUL CTR CENTRAL	ALBUQUERQUE	NM	87108	236	16,550
U-HAUL CENTER MIDTOWN	SYRACUSE	NY	13210	382	24,189
U-HAUL CENTER OF WEST BABYLON	BABYLON	NY	11702	89	5,719
U-HAUL BROADWAY AVE	BEDFORD	OH	44148	210	7,687
U-HAUL SOUTHSIDE	OKLAHOMA CITY	OK	73119	183	15,390
U-HAUL EAST SIDE	ERIE	PA	16510	281	24,808
U-HAUL NORRISTOWN	NORRISTOWN	PA	19401	255	16,368
U-HAUL SPARTANBURG	SPARTANBURG	SC	29303	180	12,514
U-HAUL HILLWOOD PLA	NASHVILLE	TN	37209	265	19,325
U-HAUL CANYON&&WESTER	AMARILLO	TX	79109	254	28,110
U-HAUL CT RED BLUFF	PASADENA	TX	77503	382	34,400
U-HAUL CTR OF JANAF	NORFOLK	VA	23502	118	17,325
U-HAUL APPLETON	MILWAUKEE	WI	53222	148	15,615
Subtotal Pool D				6,637	511,991
U-HAUL BASELINE RD	LITTLE ROCK	AR	72209	302	25,789
U-HAUL E SPEEDWAY	TUCSON	AZ	85712	150	8,425
U-HAUL CENTER VALLEY BLVD	CITY OF INDUSTRY	CA	91744	670	58,425
U-HAUL CTR NORTH AV	GRAND JUNCTION	CO	81501	235	20,950
U-HAUL CTR COLUMBIA	COLUMBIA	CT	06237	222	13,550
U-HAUL NORTHEAST EX	CHAMBLEE	GA	30341	267	22,160
U-HAUL CT OF MOSCOW	MOSCOW	ID	83843	190	15,920
U-HAUL UNIVERSITY AVENUE	PEORIA	IL	61604	278	26,500
U-HAUL W KELLOGG	WICHITA	KS	67213	293	22,707
U-HAUL CTR BROCKTON	BROCKTON	MA	02401	185	12,245
U-HAUL APPLE AVENUE	MUSKEGON	MI	49442	268	29,370
U-HAUL N GLENSTONE	SPRINGFIELD	MO	65803	171	15,050
U-HAUL CENTER OF GREENSBORO	GREENSBORO	NC	27403	134	9,614
U-HAUL SOUTHWEST	OMAHA	NE	68056	159	12,727
U-HAUL BOULDER HWY	LAS VEGAS	NV	89122	331	20,819
U-HAUL BINGHAMTON	BINGHAMTON	NY	13901	256	15,859
U-HAUL CENTER HEMPSTEAD	HEMPSTEAD	NY	11550	205	11,689
U-HAUL CT LORAIN RD	CLEVELAND	OH	44111	148	13,800
U-HAUL CTR SOONER	NORMAN	OK	73071	316	28,786
U-HAUL WESTSIDE ERIE	ERIE	PA	16505	734	77,028
U-HAUL ROOSEVELT BL	PHILADELPHIA NORTH	PA	19152	602	43,150
U-HAUL N CHARLESTON	CHARLESTON	SC	29418	178	15,020
U-HAUL CTR RUTLEDGE	KNOXVILLE	TN	37914	294	21,744
U-HAUL CT GARLAND	GARLAND	TX	75040	180	15,800



U-HAUL CTR BAYTOWN	BAYTOWN	TX	77521	253	23,200
U-HAUL ANDRESEN ROAD	VANCOUVER	WA	98661	240	22,895
U-HAUL CT SOUTHSIDE	PARKERSBURG	WV	26101	247	27,125
Subtotal Pool E				7,508	630,347
U-HAUL CTR FT SMITH	FORT SMITH	AR	72901	138	10,204
U-HAUL CT OF MATHER	SACRAMENTO EAST	CA	95827	290	20,230
U-HAUL CTR MIDWAY	WESTMINSTER	CA	92683	171	14,206
U-HAUL CT MILE HIGH	DENVER NORTH	CO	80204	212	15,591
U-HAUL CENTER MIDTOWN	DANBURY	CT	06810	271	18,778
U-HAUL TARA BLVD	JONESBORO	GA	30236	337	23,867
U-HAUL IDAHO FALLS	IDAHO FALLS	ID	83401	411	29,073
U-HAUL CENTER CALUMET	HAMMOND	IN	46324	213	10,336
U-HAUL BOWLING GREEN	BOWLING GREEN	KY	42104	194	19,400
U-HAUL FALL RIVER	FALL RIVER	MA	02723	173	9,964
U-HAUL 7 MI VAN DYK	DETROIT	MI	48234	275	13,178
U-HAUL CAPE GIRARD	CAPE GIRARDEAU	MO	63701	99	9,350
U-HAUL CENTER OF ASHLEY ROAD	CHARLOTTE	NC	28208	785	61,319
U-HAUL PORTSMOUTH	PORTSMOUTH	NH	03801	257	15,995
U-HAUL WHITE PLAINS	WHITE PLAINS	NY	10603	220	13,936
U-HAUL NEW UTRECHT	BROOKLYN	NY	11219	171	9,254
U-HAUL MIDWAY RENTAL	ELYRIA	OH	44035	288	27,204
U-HAUL CTR 5TH AVE	COLUMBUS	OH	43219	412	43,733
U-HAUL MCLOUGHLIN	MILWAUKIE	OR	97267	225	17,770
U-HAUL WYOMING VALLEY	WILKES-BARRE	PA	18702	349	24,512
U-HAUL CT CHELTEHAM	PHILADELPHIA	PA	19138	206	14,597
U-HAUL CT N WATKINS	NORTH	PA	19138	206	14,597
U-HAUL CENTER KINGWOOD	MEMPHIS	TN	38127	181	13,088
WOODLAKE U-HAUL CENTER	KINGWOOD	TX	77339	458	34,600
U-HAUL CENTER SOUTHEAST	SAN ANTONIO	TX	78244	610	50,775
U-HAUL CENTER BREMERTON	DALLAS	TX	75217	216	17,053
U-HAUL CENTER BREMERTON	BREMERTON	WA	98310	103	7,488
Subtotal Pool F				7,265	545,501
Subtotal Pool A				7,429	585,344
Subtotal Pool B				7,076	559,344
Subtotal Pool C				7,455	604,546
Subtotal Pool D				6,637	511,991
Subtotal Pool E				7,508	630,347
Subtotal Pool F				7,265	545,501
Grand Total All Pools				43,370	3,437,073

EXHIBIT B

- 1) Applicant and controlling entity acknowledge that of the \$530MM in Projected Loan Amount, Lender will, subject to the terms and conditions contained herein and in the Application, only be obligated to fund up to \$260MM; \$240MM will be allocated to the first mortgage Loan and \$20MM to a Mezzanine Loan the proceeds of which must be used by Mezzanine Borrower to pay-down \$20MM of that certain Merrill Lynch asset backed financing to be provided on June 8th, 2005.
- 2) Notwithstanding the terms and conditions set forth in the Application, Lender shall agree to accept the following minimum requirements for Loan closing (the "Closing Guidelines") as to the following: (1) every Property must be covered by a mortgagee's title insurance policy acceptable to Lender, issued by First American Title Insurance Company together with such endorsements as may be required by Lender but may contain a standard survey exception (subject only to a survey reading), (2) current as-built ALTA/ACSM surveys or zoning reports will not be required for Loan closing, (3) at least 5 business days prior to Loan closing, Applicant shall deliver to Lender an executed W-9 form for the Borrower(s) and Mezzanine Borrower, all filed formation documents for the Borrower(s) and Mezzanine Borrower and legal enforceability opinions, acceptable to Lender, from local counsel for each Borrower(s) and Mezzanine Borrower must be delivered to Lender prior to Loan closing, (4) At Loan closing Borrower(s) and Mezzanine Borrower shall enter into Lender's form of Rent Account Agreement (as detailed below) although the Rent Account bank may not have signed the Rent Account Agreement and the account may not be open or operational at Loan closing. Applicant acknowledges and agrees that although Lender will agree to accept the Closing Guidelines as the minimum standards for Loan closing, Applicant must deliver all clean title policies, final surveys, zoning reports, and fully executed Rent Account Agreements post-closing to Lender's reasonable satisfaction and Amerco Real Estate Company shall indemnify Lender for any losses in connection with its failure therewith.
- 3) Borrower(s) shall enter into a Rent Account Agreement with Lender pursuant to which Borrower(s) shall cause all income from the Property to be swept from a segregated operating account held at a local bank into a Rent Account at Banc One, or an alternative Bank acceptable to Lender, which account shall be an account segregated for the collection of income from the Amerco Real Estate portfolio of 321 assets. After the occurrence of a Trigger Event, to be defined in the Loan documents as either (i) an event of default under the Loan or (ii) if the DSCR falls below 1.15x, cash flow shall be applied first to the payment of debt service on the Loan and second to reserves for budgeted operating expenses and then all excess cash flow shall be released to Borrower.
- 4) The Outside Closing Date shall be June 15, 2005.



Merrill Lynch Commercial Finance Corp.
4 World Financial Center Floor 10
New York, New York 10080

Telephone: 212.449.7330
Fax: 212.449.6673

Josh Green
Director

May 9, 2005

STRICTLY CONFIDENTIAL

AMERCO Real Estate Company
AMERCO Real Estate Company of Texas, Inc.
AMERCO Real Estate Company of Alabama, Inc.
U-Haul Co. of Florida, Inc.
U-Haul International, Inc.
1325 Airmotive Way
Suite 100
Reno, Nevada 89502-3239

Attention: Gary Horton,
Treasurer

Ladies and Gentlemen:

AMERCO Real Estate Company, a Nevada corporation ("AMERCO"), AMERCO Real Estate Company of Texas, Inc., a Texas corporation ("AMERCO Texas"), AMERCO Real Estate Company of Alabama, Inc., an Alabama corporation ("AMERCO Alabama"), and U-Haul Co. of Florida, Inc., a Florida corporation ("U-Haul Florida") (collectively, the "Borrowers") have requested that Merrill Lynch Commercial Finance Corp., or one or more of its affiliates ("collectively, MLCFC") provide a credit facility in an aggregate principal amount not to exceed \$465,000,000 (the "Hybrid Loan") to the Borrowers, which shall be supported by an unlimited guarantee of payment by U-Haul International, Inc. ("U-Haul International"); collectively, the Borrowers and U-Haul International are referred to as the "Loan Parties") of the obligations of the Borrowers under the Hybrid Loan. The proceeds of the Hybrid Loan will be used by the Borrowers (i) to repay existing debt obligations, (ii) for working capital purposes of the Borrowers and (iii) for the payment of certain fees and expenses incurred in connection with the Transaction (as defined below).

In connection with the foregoing, MLCFC is pleased to advise the Loan Parties of its commitment to provide the full principal amount of the Hybrid Loan, all upon and subject to the terms and conditions set forth in this letter agreement and in the term sheet attached hereto and incorporated herewith as Annex I hereto (the "Term Sheet" and, together with this letter agreement, the "Commitment Letter") and the fee letter, dated as of the date hereof, by and among the Loan Parties and MLCFC (the "Fee Letter", and together with the Commitment Letter, the "Commitment Documents"). The proposed financing arrangements, together with the other transactions contemplated by the Commitment Documents, are collectively referred to



herein as the "Transaction". All capitalized terms used and not otherwise defined herein shall have the same meanings as specified therefor in the Term Sheet.

The commitment of MLCFC hereunder is subject to the satisfaction of each of the following conditions precedent in a manner acceptable to MLCFC and any failure to comply with such conditions precedent shall (unless determined otherwise by MLCFC in its sole discretion) result in the termination of the commitment:

(a) compliance with the terms and conditions contained in the Commitment Documents;

(b) the preparation, execution and delivery on June 8, 2005 of the Credit Documentation (as defined below) satisfactory in form and substance to MLCFC and its counsel, which documentation shall contain the terms and conditions set forth in the Term Sheet and such other indemnities, covenants, representations and warranties, events of default, conditions precedent, security arrangements and other terms and conditions customary for financings of this type and satisfactory in all respects to MLCFC; and

(c) there being no facts, events or circumstances, now existing or hereafter arising, which have come to our attention and which, in our good faith determination, could reasonably be expected to result in a material adverse change in the business, assets, liabilities (actual or contingent), tax position, environmental liability, operations or condition (financial or otherwise) of U-Haul International, the other Loan Parties and their respective subsidiaries, taken as a whole, since December 31, 2004.

As supplemented pursuant to the next sentence, the Loan Parties hereby, jointly and severally, represent, warrant and covenant that (i) all information, other than the Projections (as hereinafter defined), which has been or hereafter is provided to MLCFC by any of the Loan Parties (or on their behalf) in connection with any aspect of the Transaction (collectively, the "Information") is complete and correct in all material respects, and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made, and (ii) all financial projections concerning the Loan Parties and their subsidiaries that have been or are hereafter prepared by any of them or any of their representatives (or on their behalf) and made available to MLCFC (the "Projections") have been or will be prepared in good faith based upon assumptions believed by the Loan Parties and their subsidiaries to be reasonable at the time made. The Loan Parties hereby agree to furnish MLCFC with such Information and Projections as MLCFC may reasonably request and to supplement such Information and Projections from time to time at the reasonable request of MLCFC until the date of the initial funding under the Hybrid Loan (the "Closing Date") so that the representation, warranty and covenant in the preceding sentence remains correct on and as of the Closing Date in all material respects. In issuing this commitment and in arranging the Hybrid Loan, MLCFC has been, and will be, using and relying on the Information and the Projections without independent verification thereof.



By executing the Commitment Documents, the Loan Parties hereby, jointly and severally, agree to reimburse MLCFC from time to time on demand for all reasonable out-of-pocket fees and expenses (including, but not limited to, the fees, disbursements and other charges of Cadwalader, Wickersham & Taft LLP, as counsel to MLCFC, which fees, disbursements and other charges will be limited to mutually agreed upon amounts as set forth in a separate letter provided by such counsel to MLCFC), incurred in connection with the Transaction, including, but not limited to, the preparation, negotiation and execution of the definitive credit, security, guarantee and other documentation (collectively, the "Credit Documentation"), whether or not such Credit Documentation is ultimately executed and delivered or the Transaction is ultimately consummated.

The Loan Parties, jointly and severally, further agree to indemnify and hold harmless each Indemnified Person (as defined below) against, and to reimburse each Indemnified Person, upon its demand, for, any and all Losses (as defined below); provided that the foregoing indemnity will not apply to any Losses to the extent they are determined in a final nonappealable judgment by a court of competent jurisdiction to have resulted primarily from the gross negligence or willful misconduct of such Indemnified Person. "Indemnified Person" shall mean MLCFC, each of its affiliates and the respective directors, officers, partners, agents and employees of each of the foregoing, and each other person controlling any of the foregoing within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended. "Losses" shall mean any and all losses, claims, damages, liabilities or other costs or expenses which may be incurred by, asserted or awarded against, any Indemnified Person, and which arise out of or relate to or result from any transaction, action or proceeding to or connected with the Transaction, including, without limitation, Losses consisting of legal or other expenses incurred in connection with investigating, defending or participating in any investigation, litigation or proceeding relating to any of the foregoing. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, their subsidiaries or their equityholders or creditors or another Indemnified Person. The Loan Parties also agree that, so long as this Commitment Letter has not expired, no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Loan Party, their subsidiaries or their equityholders or creditors arising out of, related to or in connection with any aspect of the Transaction.

The Commitment Documents and the contents hereof are confidential and may not be disclosed in whole or in part to any person or entity, except for the disclosure hereof or thereof (a) on a confidential and "need to know" basis to accountants, attorneys and other professional advisors retained by the Loan Parties in connection with the Transaction, (b) in connection with any applicable laws, regulations, any subpoena or any similar legal process, or by any regulatory authority, in each case to the extent such information is required to be disclosed as determined by independent legal counsel for the party from whom such disclosure is sought, (c) in connection with any suit, action or proceeding relating to this Commitment Letter, in each case to the extent such information is required to be disclosed as determined by independent legal counsel for the party from whom such disclosure is sought, or (d) upon the



prior written consent of MLCFC. Notwithstanding anything to the contrary contained in this Commitment Letter, all persons may disclose to any and all persons, without limitation of any kind, the federal income tax treatment or structure of the Hybrid Loan and the Transaction, any fact relevant to understanding the federal tax treatment or structure of the Hybrid Loan and the Transaction, and all materials of any kind (including opinions or other tax analyses) relating to such federal tax treatment or structure.

The expense, indemnification and confidentiality provisions set forth in the immediately preceding three paragraphs and the following paragraph shall remain in full force and effect notwithstanding the termination of this Commitment Letter or any commitment or undertaking of MLCFC hereunder.

MLCFC agrees to maintain the confidentiality of the Privileged Information (as defined below), except that the Privileged Information may be disclosed (a) to its and its affiliates' directors, officers and employees, including accountants, financial partners, legal counsel and other advisors, (b) to the extent requested by any regulatory authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) in connection with any suit, action or proceeding relating to this Commitment Letter or the other Commitment Documents, (e) subject to a written agreement containing provisions substantially the same as those of this paragraph, or (f) with the consent of any Borrower. For the purposes of this paragraph, "Privileged Information" means all information received by MLCFC from any Loan Party relating to its business, other than any such information that is available to MLCFC on a non-confidential basis prior to disclosure.

This Commitment Letter is not assignable by the Loan Parties without the prior written consent of MLCFC and is intended to be solely for the benefit of the parties hereto and the Indemnified Persons. Any attempted assignment without such consent shall be void. This Commitment Letter may be executed in counterparts which, taken together, shall constitute an original. Delivery of an executed counterpart of this Commitment Letter by telecopier shall be as effective as delivery of a manually executed counterpart thereof.

The Commitment Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect hereto or thereto. No party has been authorized by MLCFC to make any oral or written statements that are inconsistent with the Commitment Documents. Each Loan Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of any New York state or federal court (in each case) sitting in the County of New York over any suit, action or proceeding arising out of or relating to the Commitment Documents. Service of any process, summons, notice or document in any suit, action or proceeding arising out of or relating to the Commitment Documents may be made by registered mail addressed, and each Loan Party hereby waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction such Person is, or may be, subject by suit upon judgment. EACH COMMITMENT DOCUMENT SHALL BE GOVERNED BY AND CONSTRUED IN



ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK. EACH OF THE UNDERSIGNED PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF OR IN CONNECTION WITH, ANY COMMITMENT DOCUMENT, AND ANY OTHER COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THE UNDERSIGNED PARTIES IN CONNECTION WITH ANY COMMITMENT DOCUMENT. IN NO EVENT SHALL ANY PARTY TO THIS COMMITMENT LETTER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN CONNECTION WITH THE TRANSACTION OR THE CREDIT FACILITY, OR WITH THE DELIVERY OF THE COMMITMENT DOCUMENTS.

Our commitments, undertakings and agreements under the Commitment Documents will terminate at 5:00 p.m., New York time, on May 11, 2005 unless on or prior to such time, (a) the Commitment Letter and the Fee Letter have been duly executed and delivered by the Loan Parties and (b) all payments required to be made under the Fee Letter on or prior to the date hereof have been received by MLCFC by wire transfer to an account designated by it. All commitments and undertakings of MLCFC hereunder will expire on June 8, 2005 unless the Closing Date has occurred on or prior thereto.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



AMERCO Real Estate Company, et al.
U-Haul International, Inc.

-6-

May 9, 2005

We look forward to working with you on the Transaction.

Very truly yours,

MERRILL LYNCH COMMERCIAL FINANCE
CORP.

By: *Joshua A. Green*
Name: Joshua A. Green
Title: Director

ACCEPTED AND AGREED TO
As of May __, 2005:

AMERCO REAL ESTATE COMPANY

By: *Mary Beth Horton*
Name: Gary B Horton
Title: Treasurer

AMERCO REAL ESTATE COMPANY OF TEXAS, INC.

By: *Mary Beth Horton*
Name: Gary B Horton
Title: Treasurer



AMERCO REAL ESTATE COMPANY OF ALABAMA, INC.

By: Mary B Horton
Name: Gary B Horton
Title: Treasurer

U-HAUL CO. OF FLORIDA, INC.

By: Mary B Horton
Name: Gary B Horton
Title: Authorized Signer

U-HAUL INTERNATIONAL, INC.

By: Mary B Horton
Name: Gary B Horton
Title: Treasurer

May 12, 2005

Via Facsimile (213) 630-6298
And overnight courier

The Bank of New York
c/o The Bank of New York Trust Company, N.A.
700 S. Flower Street, Suite 500
Los Angeles, CA 90017
Attention: Corporate Trust Administration

Re: Notice of Redemption of Notes
AMERCO (the "Company") 12% Senior Subordinated Secured Notes due 2011
(the "Notes")

Ladies and Gentlemen:

On behalf of the Company, this is to notify you that pursuant to Section 3.07 of the Indenture dated as of March 15, 2004, by and among the Company, the guarantors identified therein and The Bank of New York, as trustee (the "Indenture"), the Company has elected to redeem all of the Notes issued and outstanding under the Indenture in an aggregate amount of \$148,646,137. The date of the redemption is June 16, 2005 and the redemption price is 101.5% of the principal amount of Notes to be redeemed plus accrued and unpaid interest thereon, if any, to, but excluding the redemption date.

Enclosed are (a) the required Officer's Certificate pursuant to Section 3.01 of the Indenture and (b) a form of Notice of Redemption to be sent to the Holders (as defined in the Indenture) of the Notes.

You are hereby requested and authorized to (i) deliver to the Holders of the Notes a notice of redemption substantially in the form attached hereto and (ii) take any other necessary steps to complete the redemption in the manner provided in the Indenture.

Please provide us with the wire transfer information for the account required for the redemption funds pursuant to Section 3.05, so that we may forward the funds to this account, pending completion of the redemption.

Very truly yours,

AMERCO

By: 
Name: Gary B. Horton
Title: Treasurer

FOR IMMEDIATE RELEASE

Contact: Jennifer Flachman
AMERCO Investor Relations
(602) 263-6568
Flachman@amerco.com

AMERCO Receives Loan Commitments from Merrill Lynch and Morgan Stanley to Refinance its Debt

Reno, NV, May 12, 2005, AMERCO (Nasdaq: UHAL) announced today that it has received loan commitments from Merrill Lynch and Morgan Stanley to refinance its credit facilities.

The structure, pursuant to the loan commitments, will consist of three asset-backed facilities.

- \$240 million senior mortgage funded by Merrill Lynch
- \$465 million hybrid real estate backed loan funded by Merrill Lynch
- \$260 million senior mortgage funded by Morgan Stanley

“Our refinancing strategy has been to reduce our borrowing costs, assure adequate liquidity and provide financial flexibility for the organization,” stated Gary Horton, treasurer of AMERCO. “The new structure will provide the company with the capital necessary for continued investment and sustainable growth. Furthermore, The structure of the new loan facilities will provide increased flexibility for the company to manage its operations and finances. This positions the company to be able to devote all of its energies toward operating the business. The company also anticipates completing additional fundings in the near future ,” concluded Horton.

AMERCO will incur a one-time charge of approximately \$34 million to pre-tax earnings in the first quarter of fiscal 2006 associated with early payment of the existing loans. The company anticipates annual interest savings of approximately \$25 million based on current borrowing levels.

AMERCO is the parent company of Republic Western Insurance Company, Oxford Life Insurance Company, Amerco Real Estate Company and U-Haul, the nation’s leading do-it-yourself moving company with a network of over 14,900 locations in all 50 United States and 10 Canadian Provinces. Celebrating its 60th year of serving customers, the Company has the largest rental fleet in the world, with over 94,000 trucks, 75,000 trailers and 35,000 tow devices. U-Haul has also been a leader in the storage industry since 1974, with over 340,000 rooms and more than 28.8 million square feet of storage space and over 1,000 facilities throughout North America.

For more information about AMERCO, please visit www.amerco.com

Certain of the statements made in this press release regarding our business constitute forward-looking statements as contemplated under the Private Securities Litigation Reform Act of 1995. Actual results may differ materially from those anticipated as a result of various risks and uncertainties. Readers are cautioned not to place undue reliance on these forward-looking statements that speak only as of the date hereof. The Company undertakes no obligation to publish revised forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events, except as required by law. For a brief discussion of the risks and uncertainties that may affect AMERCO’s business and future operating results, please refer to Form 10-Q for the quarter ended December 31, 2004, which is on file with the SEC.

