



THE FIRST NATIONAL BANK OF BOSTON  
BOSTON, MASSACHUSETTS 02110

9-267A011  
Date SEP 24 1979  
Fee \$ 50.00 CASH  
ICC Washington, D.C.

10839 A

RECORDATION NO. .... Filed 1425

SEP 24 1979-9 50 AM

September 21, 1979

INTERSTATE COMMERCE COMMISSION

Secretary of Interstate Commerce Commission  
Washington, D. C. 20423

10839  
RECORDATION NO. .... Filed 1425  
SEP 24 1979-9 50 AM  
INTERSTATE COMMERCE COMMISSION

Dear Sir:

We enclose for recording with your office the following:

1. Original and two (2) executed counterparts of a Chattel Mortgage dated as of July 2, 1979, between the following parties:

Mortgagor: THE COMMONWEALTH PLAN, INC.  
2655 Campus Drive  
San Mateo, CA 94403

Mortgagee: THE FIRST NATIONAL BANK OF BOSTON  
100 Federal Street  
Boston, MA 02110

2. Original and two (2) executed counterparts of Assignment dated as of July 2, 1979, with respect to a Railroad Car Lease Agreement dated as of July 2, 1979, between The Commonwealth Plan, Inc. and Kaiser Sand & Gravel Co. recorded with the Interstate Commerce Commission on August 20, 1979, as recordation #10756. The parties the Assignment are as follows:

Assignor: THE COMMONWEALTH PLAN, INC.  
2655 Campus Drive  
San Mateo, CA 94403

Assignee: THE FIRST NATIONAL BANK OF BOSTON  
100 Federal Street  
Boston, MA 02110

RECEIVED  
SEP 24 9 45 AM '79  
I.C.C. OPERATION BR.

The general description of the equipment covered by said Railroad Car Lease Agreement and Chattel Mortgage is as follows:

<u>TYPE</u>	<u>AAR MECHANICAL Designation</u>	<u>NUMBER OF UNITS</u>	<u>SYMBOLS AND NUMBERS</u>	<u>MARKINGS</u>
Open-top Hopper Cars	HM	60	KG CX 1800-1859	Leased from The Commonwealth Plan, Inc. as Owner, and subject to a Security Interest Recorded with the I.C.C.

*Johnna E. May*  
*C. Dunlap*



THE FIRST NATIONAL BANK OF BOSTON  
BOSTON, MASSACHUSETTS 02110

- 2 -

Our fee in the amount of \$60 to cover the recordation cost is enclosed.  
Would you please return one (1) copy of the recorded documents.

Very truly yours

D. A. Nelson  
Assistant Vice President

Enclosures

By Hand

**Interstate Commerce Commission**

Washington, D.C. 20423

9/24/79

OFFICE OF THE SECRETARY

D.A. Nelson  
Assistant Vice President  
The First Natl. Bank Of Boston  
Boston, Massachusetts 02110

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 9/24/79 at 9:50am, and assigned re-  
recording number(s).

10839 & 10839-A

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

SEP 24 1979 -9 50 AM

ASSIGNMENT

INTERSTATE COMMERCE COMMISSION

The undersigned has entered into a loan agreement dated as of July 2, 1979, with The First National Bank of Boston (herein called "the Bank") in connection with property acquired and/or to be acquired by the undersigned and leased by the undersigned to Kaiser Sand & Gravel Co. (herein called "the lessee") under a leasing agreement between the undersigned and said lessee dated as of July 2, 1979.

As contemplated in said loan agreement the undersigned, for value received, hereby assigns, transfers and sets over to the Bank any and all rents, renewal rents, fixed charges, mileage charges and other claims and rights to moneys due or to become due, together with any and all other rights of every kind and description of the undersigned under or arising out of the aforesaid leasing agreement and any individual leases thereunder heretofore or hereafter entered into between the undersigned and the lessee, excepting only title to or ownership of the property covered by said leases, primarily as security for the undersigned's indebtedness and liability to the Bank under said loan agreement and secondarily as security for any and all other liabilities and obligations of the undersigned to the Bank, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; it being understood, however, that the Bank does not by this assignment or otherwise assume any of the duties or obligations of the undersigned under said leasing agreement and shall not be responsible in any way for the performance by the undersigned of any of the covenants, terms or conditions thereof.

As additional security the undersigned does also hereby assign and transfer to the Bank all of its rights under a certain Guaranty dated as of July 2, 1979 of Koppers Company, Inc. guaranteeing full and prompt performance by the lessee of its obligations under said leasing agreement.

IN WITNESS WHEREOF the undersigned has duly executed this assignment as of the 2nd day of July, 1979.

THE COMMONWEALTH PLAN, INC.

By Dee R. Muhl  
Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS )

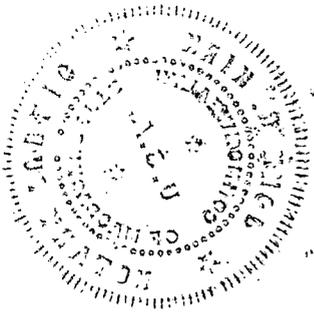
SS:

COUNTY OF SUFFOLK )

On this 22nd day of September, 1979, before me personally appeared David R. Muhlitner, to me personally known, who, being by me duly sworn, says that he is Assistant Secretary of The Commonwealth Plan, Inc., that the seal affixed to the foregoing Assignment is the corporate seal of said corporation, that said Assignment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing Assignment was the free act and deed of said corporation.

  
Notary Public

**JOHN R. KERR, Notary Public**  
**My Commission Expires Oct. 2, 1980**



OFFICE OF INSPECTOR GENERAL  
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
WASHINGTON, D.C. 20492