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LOUIS F. BESIO  
VICE PRESIDENT FOR  
FINANCE AND ADMINISTRATION  
WRITER'S DIRECT DIAL NUMBER

(202) 775-1092

RECORDATION NO. 10802E

DEC 15 1987 2 42 PM

December 15, 1987

INTERSTATE COMMERCE COMMISSION

7-349A039

BY HAND

Noreta R. McGee, Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

ATTN: Ms. Mildred Lee, Room 2303

Dear Secretary McGee:

No. \_\_\_\_\_  
Date DEC 15 1987  
Fee \$ 10.00  
ICC Washington, D.C.

100 OFFICE OF  
THE STORER  
DEC 15 2 45 PM '87  
MOTOR OPERATING UNIT

Enclosed for recordation under the provisions of 49 U.S.C. § 11303(a) and 49 C.F.R. Part 1177 are the original and one (1) executed and acknowledged copy of a Bill of Sale, Assignment and Assumption, dated as of December 15, 1987, between Beneficial Leasing Group No. 10, Inc. (as Beneficial Owner/Seller) and Westinghouse Credit Corporation (as Purchaser), relating to railway equipment owned by United States Trust Company of New York (as Lessor) as Trustee and leased to Consolidated Rail Corporation (as Lessee).

The primary document to which the enclosed document is connected is recorded under Recordation No. 10802. We request that the enclosed document be cross-indexed. The names and addresses of the parties to the document are as follows:

Counterpart - Mark D. Pack

Noreta R. McGee, Secretary  
December 15, 1987  
Page 2

Beneficial Owner/  
Seller: Beneficial Leasing Group No. 10, Inc.  
200 Beneficial Center  
Peapack, New Jersey 07977

Purchaser: Westinghouse Credit Corporation  
One Oxford Centre  
Pittsburgh, Pennsylvania 15219

A description of the equipment covered by the document is as follows: Two hundred seventy (270) enclosed, tri-level, auto racks marked and numbered CR 4725 through 4833, both inclusive, CR 4835 through 4933, both inclusive, CR 4935 through 4943, both inclusive, and CR 4945 through 4997, both inclusive.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

L. John Osborn, Esq.  
Verner, Liipfert, Bernhard, McPherson  
and Hand, Chartered  
1660 L Street, N.W., Suite 1000  
Washington, D.C. 20036

A brief summary of the enclosed document is as follows:

In accordance with the Bill of Sale, Assignment and Assumption between Beneficial Leasing Group No. 10, Inc. ("BLG 10"), 200 Beneficial Center, Peapack, New Jersey 07977, and Westinghouse Credit Corporation ("Westinghouse"), One Oxford Centre, Pittsburgh, Pennsylvania 15219, dated as of December 15, 1987, BLG 10 has assigned its beneficial interest in two hundred seventy (270) enclosed, tri-level, auto racks, currently leased by Consolidated Rail Corporation, to Westinghouse.

The undersigned are Interstate Commerce Commission Counsel for the above-described transaction and, as such, have knowledge of the matters set forth herein.

Noreta R. McGee, Secretary  
December 15, 1987  
Page 3

If you have any questions or if we may otherwise be of assistance, please do not hesitate to contact us.

Sincerely yours,

  
L. John Osborn  
Elizabeth A. Campbell

Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

L. John Osborn, Esq.  
Verner, Lipfert, Bernhard, McPherson  
& Hand, Charter  
1660 L Street, N.W.  
Suite 1000  
Washington, D.C. 20036

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 12/15/87 at 2:50PM, and assigned re-  
recording number(s): 10751-D, (10802-E), 11013-D, 11779-F, 11780-F & 11939-D

Sincerely yours,

*Norita R. McGee*  
Secretary

Enclosure(s)

RECORDATION NO. 10802-E

DEC 15 1987 - 2 10 PM  
[Central Auto Racks]

INTERSTATE COMMERCE COMMISSION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION dated as of December 15, 1987 ("Agreement") between BENEFICIAL LEASING GROUP NO. 10, INC., a Delaware corporation ("Seller"), and WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation (the "Purchaser").

W I T N E S S E T H:

WHEREAS, pursuant to a Purchase Agreement dated as of August 5, 1987 (the "Purchase Agreement") Seller has agreed to sell, and Purchaser has agreed to purchase, certain assets and beneficial interests;

WHEREAS, Purchaser has agreed to assume related liabilities; and

WHEREAS, Seller and Purchaser desire to complete as of the date hereof the sale of the beneficial interests identified on Schedule A hereto (such beneficial interests being hereinafter referred to as the "Beneficial Interests").

NOW, THEREFORE, in consideration of the mutual premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I

Sale, Assignment and Assumption

Section 1.01. Sale and Assignment. (a) Except as set forth in Section 1.01(b) with respect to insurance matters, Seller, as of the date hereof, hereby unconditionally and irrevocably assigns, transfers, sells and conveys to the Purchaser all of its right, title and interest (i) in and to the Beneficial Interests, and (ii) in, to and under the documents and agreements listed on Schedule B hereto (the "Lease Transaction Documents"), excluding, however, in each case any claim, cause of action or other right to payment in favor of Seller under the Lease Transaction Documents arising from any act or event occurring and relating to any period ending prior to the date hereof (the "Closing Date") or contract provision requiring payment prior to the Closing Date and relating to the ownership or leasing of the properties and equipment relating to the Beneficial Interests, other than a casualty loss with respect to the Beneficial Interest which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss.

(b) Seller hereby assigns to Purchaser all proceeds of insurance against loss or damage to the assets underlying the Beneficial Interests or the Beneficial Interests to which it is entitled under insurance policies required to be maintained under the Lease Transaction Documents, except insurance proceeds payable in connection with

any losses arising out of or based upon any act or event occurring and relating to any period ending prior to the Closing Date (other than insurance proceeds payable in connection with a casualty loss with respect to the Beneficial Interests which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss).

Seller hereby agrees that in the event that the Purchaser shall suffer any such loss as to which Purchaser shall be entitled to insurance proceeds, Seller will cooperate with Purchaser in obtaining the insurance proceeds payable in respect of such loss, and that to the extent that such proceeds are paid by the insurance carrier to Seller, Seller will promptly pay over the same to Purchaser, and Purchaser hereby agrees that any insurance proceeds received by the Purchaser in excess of such loss incurred by it shall be refunded promptly to Seller.

(c) The sale and assignments described in Section 1.01(a) and Section 1.01(b) are hereinafter referred to as the "Assignment".

Section 1.02. Assumption. Purchaser, as of the date hereof, hereby (i) accepts the Assignment, (ii) agrees to be bound by all the terms of the Lease Transaction Documents, and (iii) unconditionally and irrevocably undertakes, accepts and assumes all of Seller's obligations and liabilities contained in or pursuant to the Lease Transaction Documents (the "Assumption").

Section 1.03. Confirmation. Purchaser hereby confirms and agrees that it shall be deemed to be (i) a party to the Lease Transaction Documents to which Seller was a party and (ii) a party named as a Trustor or a Beneficiary in the Lease Transaction Documents.

## ARTICLE II

### Representations and Warranties of Seller

Section 2.01. Seller hereby represents and warrants as follows as of the date hereof:

(a) Valid Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to enter into and perform the transactions contemplated hereby.

(b) Execution. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action of Seller and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms.

ARTICLE III

Representations and Warranties of Purchaser

Section 3.01. Purchaser hereby represents and warrants as follows as of the date hereof:

(a) Valid Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to enter into and perform the transactions contemplated by each of the Lease Transaction Documents and hereby.

(b) Authorization. The execution, delivery and performance of this Agreement and the performance of the duties under each of the Lease Transaction Documents by Purchaser have been duly authorized by all necessary corporate action on the part of Purchaser and this Agreement has been duly executed and delivered by Purchaser and each of this Agreement and each of the Lease Transaction Documents constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

(c) Status as "Institutional Investor". Purchaser is a solvent corporation, has net assets of at least \$50,000,000, and is an "institutional investor" as such term is used in Section 11 of the Amended and Restated Trust Agreement, dated as of August 1, 1979, among United States Trust Company of New York, CUIC

Investors Co. #10, AEIC Investors Co. #10, EFIC Investors Co. #10, NACA Investors Co. #10 and Seller.

#### ARTICLE IV

##### Miscellaneous

Section 4.01. Further Assurances. Upon written request of Purchaser, Seller at any time and from time to time will promptly execute and deliver to Purchaser, without further consideration but without expense to Seller, such other and further instruments of conveyance, assignment and transfer and other documents, and take such further action, as Purchaser may reasonably request for the more effective conveyance, assignment and transfer to Purchaser of the Beneficial Interests or in order to obtain the full benefits of this Agreement.

Section 4.02. Purchaser as Attorney-in-Fact. Seller hereby makes, constitutes and appoints Purchaser the true and lawful attorney-in-fact of Seller, with full power of substitution, in the name, place and stead of Seller, but on behalf and for the benefit of Purchaser, to demand and receive any and all of the aforesaid properties, assets, rights and interests of Seller, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute, prosecute, appear in, defend and appeal in the name of Seller, or otherwise, at the expense and for the benefit of Purchaser, any and all actions, suits and proceedings at law, in equity or otherwise, which Purchaser may deem proper in order to col-

lect or reduce to possession any of the aforesaid properties, assets, rights and interests of Seller and/or in order to collect or enforce any claim or right of any kind hereby sold, conveyed, assigned and transferred, or to resist or defend against any claim, debt, obligation, liability or assertion of a liability assumed by Purchaser, or intended so to be, and to do all acts and things in relation to the properties, assets, rights, interests, liabilities and obligations which Purchaser shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by any act of Seller, or by its winding up and dissolution, or in any other manner or for any reason whatsoever; provided, however, that this appointment of Purchaser as the true and lawful attorney-in-fact of Seller shall not be effective as to any claim, cause of action or other right to payment in favor of Seller under the Lease Transaction Documents arising from any act or event occurring and relating to any period ending prior to the Closing Date or contract provision requiring payment prior to the Closing Date and relating to the ownership or leasing of the properties and equipment relating to the Beneficial Interests, other than a casualty loss with respect to the Beneficial Interests which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss.

Section 4.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 4.04. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by overnight courier service or mailed by certified or registered mail with postage prepaid, return receipt requested, or sent by telex, telegram, cable or facsimile or other electronic transmission (confirmed by such mail or courier service, provided that the failure so to confirm shall not affect the validity of such communication), addressed as set forth on the signature pages hereof or at such other address as any party hereto may designate by notice duly given in accordance with this Section 4.04 to the other parties hereto. Notice shall be deemed to have been given when received.

Section 4.05. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

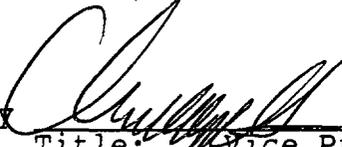
Section 4.06. Amendments and Waivers. No amendment or waiver of any provision hereof shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be

effective only in the specific instance and for the specific purpose for which given.

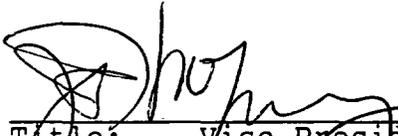
Section 4.07. Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be so affected only to the extent of such prohibition or unenforceability without affecting the validity or enforceability of the remaining provisions hereof or affecting the validity or enforceability or such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption to be executed by their respective officers thereunto duly authorized as of the date and year first above written.

BENEFICIAL LEASING GROUP  
NO. 10, INC.

By   
Title: Vice President  
Address: 200 Beneficial Center  
Peapack, New Jersey 07977  
Attention: General Counsel

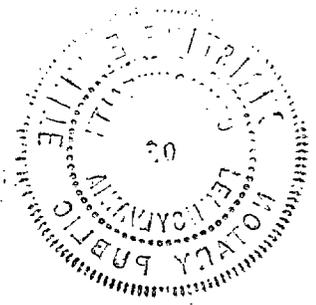
WESTINGHOUSE CREDIT CORPORATION

By   
Title: Vice President, Leasing Operations  
Address: One Oxford Centre  
Pittsburgh, Pennsylvania 15219  
Attention: Vice President,  
Leasing Operations





NOTARY PUBLIC  
STATE OF PENNSYLVANIA  
COMM. EXPIRES 12/31/2024



SCHEDULE A

BENEFICIAL INTERESTS:

Right, title and interest of Beneficial Leasing Group No. 10, Inc. ("Trustor") under that certain Amended and Restated Trust Agreement, dated as of August 1, 1979, among United States Trust Company of New York and the parties listed in Annex A thereto (the "Trust Agreement"), in and to:

(a) the Equipment, as such term is defined in the Trust Agreement, including the following:

(271) Roofless Tri-level Superstructure Auto-Racks mounted on 89 foot, 4 inch flatcar, with Consolidated Rail Corporation's Identification Numbers:

4725 through 4833, both inclusive;  
4835 through 4943, both inclusive;  
4945 through 4997, both inclusive; and

provided, however, that the foregoing description expressly excludes the following:

(3) Roofless Tri-level Superstructure Auto-Racks mounted on 89 foot, 4 inch flatcar, with Consolidated Rail Corporation's Identification Numbers:

4834  
4944;

and

(b) the Estate (other than the Equipment), as such term is defined in the Trust Agreement.

SCHEDULE B

INDEX  
CONSOLIDATED RAIL CORPORATION  
LEASE OF AUTO RACKS - 100030-0001  
LEASE AGREEMENT DATED AS OF AUGUST 1, 1979

**FILE ONE**

- A. Correspondence
- B. Notes/Memos

- 1) LEVERAGED LEASE FINANCING summary proposal, issued by Commercial Union (U)\* 86-79

**OPERATIVE DOCUMENTS**

- 2) PARTICIPATION AGREEMENT dated as of August 1, 1979, among Consolidated Rail Corporation as Lessee, Mercantile-Safe Deposit and Trust Company as Agent, United States Trust Company of New York as Trustee (Vendee), the Beneficiaries, Beneficial Leasing Group, Inc. No. 10 and other Investors, and Beneficial Leasing Group, Inc. (Owner Parent). Included documents are:
  - a) CONDITIONAL SALE AGREEMENT between Whitehead & Kales Company and United States Trust Company of New York, as Trustee (Exhibit A to PA)
  - b) LEASE OF RAILROAD EQUIPMENT between Conrail and United States Trust Company of New York (ANNEX C to CSA)
  - c) ASSIGNMENT OF LEASE & AGREEMENT between United States Trust Company of New York and Mercantile-Safe Deposit and Trust Company, as Agent (ANNEX D to CSA)
  - d) AGREEMENT & ASSIGNMENT between Whitehead & Kales Company and Mercantile-Safe Deposit and Trust Company, as Agent (Exhibit B to PA)
  - e) CERTIFICATE OF INTEREST by Mercantile-Safe Deposit and Trust Company (Agent) (Exhibit C to PA)
  - f) AMENDED AND RESTATED TRUST AGREEMENT among United States Trust Company of New York and the Investors (Exhibit D to PA). 8-1-79 (C)

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\* (O) denotes original; (C) denotes photocopy; (U) denotes unexecuted original.

- 3) Exhibit A (Rider L-14a) to the Lease of Railroad Equipment, with letters from BLG No. 10, Inc. and the Investors. 8-1-79 (C)
- 4) AMENDMENT TO CONDITIONAL SALE AGREEMENT, LEASE, Conditional Sale Agreement ASSIGNMENT, 4-1-80 (A through E (partially executed) F(C) and G(C) & LEASE ASSIGNMENT.

#### MISCELLANEOUS

- 5) LETTER from Commercial Union Corporation (CUC) to Mercantile-Safe Deposit & Trust Company, The Aetna, United States Trust Company, and BLG, Inc. stating that CUC is the parent of the Investors, an affiliated group of corporations. CUC will file a consolidated federal income tax return. 8-1-79 (O)
- 6) INVOICES (O), BILLS OF SALE. 9-20-79, 9-27-79, 10-18-79, 11-1-79, 11-15-79, 10-25-79 (O), CERTIFICATES OF ACCEPTANCE 8-1-79 (O) & OPINIONS Re: Bills of Sale
- 7) LETTER from Trailer Train consenting to the attachment of Racks to the Cars. 8-30-79 (C)

#### FILE TWO

#### CERTIFICATES

#### CERTIFICATES PERTAINING TO BENEFICIAL LEASING GROUP, INC. & BLG NO. 10, Inc.

- 8) CERTIFICATE OF BLG, INC. including:
  - a) Articles of Incorporation
  - b) By-laws
  - c) Resolutions. 9-11-79 (O)
- 8A) CERTIFICATE OF BLG NO. 10, INC. including:
  - a) Certificate of Incorporation
  - b) By-laws
  - c) Resolutions. 9-11-79 (O)
- 9) CERTIFICATE OF BLG, NO. 10, INC. as to the non-existence of liens. 9-11-79 (O)

#### CERTIFICATES PERTAINING TO CONSOLIDATED RAIL CORPORATION

- 10) CERTIFICATE AS TO INSURANCE. 9-11-79 (O)
- 11) CERTIFICATE AS TO ORIGINAL USE. 9-11-79 (O)
- 12) CERTIFICATE stating that Conrail has during 1979, 1980, 1981 and 1982 fulfilled every condition as

obligation contained in the Documents. 1979: 4-30-80 (O); 1980: no date (C); 1981: 4-26-82 (C); 1982: 11-21-83 (C) (missing 11-21-83)

- 13) CERTIFICATE WITH RESPECT TO REPRESENTATIONS AND WARRANTIES. 2-15-79 (O)
- 14) CERTIFICATE OF CHIEF MECHANICAL OFFICER. 9-11-79 (O)
- 15) CERTIFICATE OF ASSISTANT SECRETARY 9-11-79 (O). Includes:
  - a) Articles of incorporation
  - b) By-laws
  - c) Delegation of authority

CERTIFICATES PERTAINING TO AEIC INVESTORS CO. #10, CUIC INVESTORS CO. #10, EFIC INVESTORS CO. #10, NACA INVESTORS CO. #10 ("THE INVESTORS")

- 16) ASSISTANT SECRETARY'S CERTIFICATE as the resolutions adopted by the Board of Directors of the Investors. 9-11-79 (partially executed) (President didn't sign)
- 17) CERTIFICATE OF THE INVESTORS as to the non-existence of liens. 9-11-79 (O)

CERTIFICATES PERTAINING TO MERCANTILE-SAFE DEPOSIT & TRUST COMPANY.

- 18) INCUMBENCY CERTIFICATE. 9-11-79 (O)
- 19) CERTIFICATE OF RESOLUTIONS adopted by the Board of Directors of Mercantile-Safe Deposit and Trust Co. 9-11-79 (O)
- 20) LETTER OF AGREEMENT from Mercantile-Safe Deposit and Trust Co. to the Investors. 8-1-79 (partially executed)

CERTIFICATE PERTAINING TO WHITEHEAD & KALES COMPANY.

- 21) CERTIFICATE OF INCUMBENCY. 9-11-79 (O)
- 22) EXCERPT FROM MINUTES of meeting of the Board of Directors of Whitehead & Kales Co. stating that the officers are authorized to sign contracts, proposals, etc. on behalf of the company. 9-11-79 (O)

CERTIFICATES PERTAINING TO BENEFICIAL CORPORATION

- 23) SECRETARY'S CERTIFICATE, including By-laws, Restated Certificate of Incorporation, Resolutions, etc. 9-7-79 (C)

- 24) LETTER AGREEMENT from Beneficial Corp. to the Invstors and Mercantile-Safe Deposit & Trust Co. 8-1-79 (C) (partially executed)

CERTIFICATES PERTAINING TO UNITED STATES TRUST COMPANY OF NEW YORK

- 25) CERTIFICATE OF ASSISTANT SECRETARY, including copies of the Special Act to incorporate the Company (the "Charter") and of the By-Laws. 9-7-79 (O) (Also attached are sample signatures)
- 26) APPOINTMENT OF AUTHORIZED REPRESENTATIVES. 9-10-79 (C)

OPINION LETTERS

- 27) OPINION of Dennis R. Smith, Counsel for the Investors. 9-11-79 (O)
- 28) OPINION of White & Case, counsel for Beneficial Leasing Group No. 10, Inc. and the Investors. 9-11-79 (O)
- 29) OPINION of Lowenthal, Landau, Fischer & Singer, Counsel for BLG, Inc. 9-11-79 (O)
- 30) OPINION of Dewey, Ballantine, Bushby, Palmer & Wood, Counsel for Beneficial Corporation. 9-7-79 (O)
- 31) OPINION of Giles & Knauer, Counsel for Whitehead & Kales Co. 9-11-79 (O)
- 32) OPINIONS of Giles & Knauer, Counsel for Whitehead & Kales Co. regarding the Bill of Sale. 10-25-79 (O) 11-15-79 (O)
- 33) OPINION of Joseph T. Rowan, Assistant General Counsel for Conrail. 9-11-79 (O)
- 34) OPINION of Tilley, Carson & Findlay, Canadian counsel for Conrail, regarding the Lease of Railroad Equipment. 9-11-79 (O)
- 35) OPINION of Morgan, Lewis & Bockius, Counsel for United States Trust Company of New York, regarding the lease financing. 9-10-79 (O)
- 36) OPINION of Dennis R. Smith, Counsel for Commercial Union Corporation. 9-11-79 (O)

**FILE SEVEN**

36) Insurance File  
Various memos on insurance compliance; 8-15-86, 5-24-85, 4-30-85 (O) Certificates of Insurance (O):

36.1 10-1-86 to 10-1-87

All Risk Coverage

273 Tri-Level Enclosed Auto Racks CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10 (O)

36.4 5-1-86 to 5-1-87

Excess Liability Coverage

273 Tri-Level Enclosed Auto Racks  
CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co #10 (O)

36.10 4-1-80 to 4-1-81

Blanket Excess Bodily Injury & Property Damage

273 Tri-Level Enclosed Auto Racks  
CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10 (C)

36.11 4-1-79 to 4-1-80

Personal Injury & Property Damage

273 Tri-Level Enclosed Auto Racks  
CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10 (C)

- 36.12 Expires 10-1-79  
All Risk Coverage  
273 Tri-Level Enclosed Auto Racks  
CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10 (C)
- 36.13 5-1-85 to 5-1-86  
Excess Liability Coverage  
273 Tri-Level Enclosed Auto Racks  
CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10 (C)
- 36.18 5-1-84 to 5-1-85  
Personal Injury & Property Damage  
273 Tri-Level Enclosed Auto Racks  
CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10 (O)
- 36.21 10-1-84 to 10-1-87  
All Risk Excess Property  
273 Tri-Level Enclosed Auto Racks  
CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10. (O)

- 36.24 10-1-84 to 10-1-87  
Excess Property Coverage  
273 Tri-Level Enclosed Auto Racks  
CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10 (C)
- 36.26 Expires 10-1-84  
Blanket Excess Property  
273 Tri-Level Enclosed Auto Racks  
CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10 (C)
- 36.29 4-1-83 to 4-1-84  
Personal Injury & Property Damage  
273 Tri-Level Enclosed Auto Racks  
CR Nos. 4725 through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10 (C)
- 36.34 4-1-81 to 4-1-82  
Personal Injury & Property Damage  
273 Tri-Level Enclosed Auto Racks CR Nos. 4725  
through 4997 inclusive  
Consolidated Rail Corporation  
United States Trust Co. of New York  
Mercantile-Safe Deposit and Trust Company  
Beneficial Leasing Group No. 10, Inc.  
AEIC, CUIC, EFIC & NACA Investors Co. #10 (O)
- 36.47 Partial Pages of Agreement (L-9) for  
273 Tri-Level Auto Racks. (C)
- 36.48 Schedule B - Casualty Value Percentages  
Schedule for 273 Auto Racks. (C)