



Please reply to:
P.O. Box 4506
Walnut Creek, CA. 94596
(415) 932-5245

RECORDATION NO. 15023 *A/15023-A*

AUG 11 1986 - 1 22 PM

INTERSTATE COMMERCE COMMISSION

ICC OFFICE OF
THE SECRETARY
AUG 11 1 22 PM '86
MOTOR OPERATING UNIT

August 7, 1986

Secretary
Interstate Commerce Commission
Washington, DC 20423

No. 6-223A053

Date AUG 11 1986

Attn: Mildred Lee

Fee \$ 30.00

Dear Ms. Lee:

ICC Washington, D.C.

Enclosed please find three sets of the following documents
executed between Matsco, Inc. and Chrysler Capital Corporation:

- Promissory Note
- Security Agreement
- Rider to Security Agreement

Would you please file these documents with the ICC. File
copies should be returned to my attention at the above address.
Attached is a check for \$30.00 to cover the recording fees.

Thank you for your assistance regarding this matter. Please
call if you have any questions regarding the enclosed.

Yours very truly,

MATSCO

Matthew D. Shieman
President

MDS/linn
(Enclosures)

cc: Kevin Donovan
Chrysler Capital Corporation

Counterpart - done dilly

PROMISSORY NOTE

RECORDATION NO. 15028 A

\$ 274,705.00

July 31, 1986 (Date)

AUG 11 1986 1 22 PM

FOR VALUE RECEIVED, the undersigned hereinafter called "Maker", promises to pay to the order of Chrysler Capital Corporation, hereinafter called "Payee", at its office located at 1900 Powell Street, Suite 530 Emeryville, California, or at such other place as Payee or the holder hereof may from time to time

designate, the sum of Three hundred two thousand five hundred seventy nine and 13/100's Dollars (\$ 302,579.13),

in twenty one (21) consecutive monthly installments commencing August 31, 19 86, and continuing on the same date of each month thereafter until this note is fully paid, the first twenty (20)

installments each in the amount of Fourteen thousand four hundred Dollars (\$ 14,408.53) and the Last and final installment in the amount of Fourteen thousand four hundred Dollars (\$14,408.53). hundred eight and 53/100's

The acceptance by Payee or the holder hereof of any payment which is less than the full amount then due and owing shall not constitute a waiver of Payee's or the holder's right to receive payment in full at such time or at any prior or subsequent time.

Time is of the essence hereof. If payment of any installment or any other sum due under this note or the Security Agreement is not paid within ten (10) days after its due date, Maker agrees to pay a late charge of five cents (5¢) per dollar on, and in addition to, the amount of each such payment, but not exceeding the lawful maximum. In the event Maker shall fail to make any payment under this note within ten (10) days after its due date or if Maker shall be in breach or default of the Security Agreement, then the entire unpaid balance hereof together with all other sums payable under this note or the Security Agreement, less a refund credit computed according to the actuarial (i.e. simple interest) method representing the unearned interest charge, shall, at the option of the Payee or holder hereof and without notice or demand, become immediately due and payable, such accelerated balance bearing interest until paid at the rate of fifteen per cent (15%) per annum, or if prohibited by law, at such lesser rate that is not prohibited by law.

Notwithstanding the foregoing, if at any time implementation of any provision hereof shall cause any amount contracted for or charged herein or collectable hereunder to exceed any applicable lawful limitation, then the amount shall be limited to the ceiling required by the limitation.

The Maker and any others who may at any time become liable for the payment hereof hereby consent to any and all extensions of time, renewals, waivers and modifications of, and substitutions or releases of security or of any party primarily or secondarily liable on this note or the Security Agreement or any of the terms and provisions of either that may be made, granted or consented to by the Payee or the holder hereof, and agree that suit may be brought and maintained against any one or more of them without joinder of the others as parties thereto, and that the Payee or the holder shall not be required to first foreclose, proceed against, or exhaust any security herefor in order to enforce payment by them, or any one or more of them, of this note. The Maker and any others who may at any time become liable for the payment hereof hereby severally waive: presentment, demand for payment, protest, notice of protest, notice of dishonor, and all other notices in connection with this note; filing of suit; diligence in collecting this note or enforcing any of the security herefor; and all benefits of valuation, appraisal and exemption laws, and further severally agree to pay, if permitted by law, all expenses incurred in collection, including an attorney's fee of twenty per cent (20%) of the amount then due if placed with an attorney for collection, or if prohibited by law, such lesser sum as may not be so prohibited.

If there be more than one Maker, all obligations, promises, agreements and covenants of the Maker under this note are joint and several. If any Maker is a corporation, it and the persons signing on its behalf represent and warrant that the execution and delivery of this note has been authorized by its board of directors and by all other necessary and appropriate corporate and shareholder action.

Witness/Attest:

[Handwritten signature]

MATSCO, INC. (L.S.) (Typed name of Maker if not an individual: Signature of Maker if individual)

By: [Handwritten signature] (L.S.)

Title: PRESIDENT (L.S.)

Witness/Attest:

(L.S.) (Typed name of Maker if not an individual: Signature of Maker if individual)

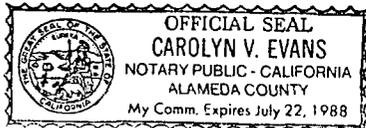
By: (L.S.)

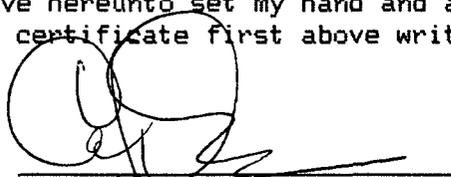
Title: (L.S.)

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF SAN FRANCISCO)

On this 31st day of July 1986, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared MATTHEW D. SHIEMAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Lease Agreement as president on behalf of MATSCO, INC. and acknowledged to me that the corporation executed it.

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



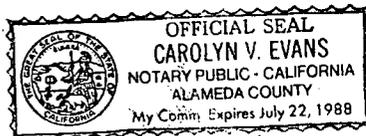


Notary Public
State of California

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF SAN FRANCISCO)

On this 31st day of July 1986, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared KEVIN D. DONOVAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Lease Agreement as Area Manager on behalf of CHRYSLER CAPITAL CORPORATION and acknowledged to me that the corporation executed it.

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





Notary Public
State of California