

9-144A016

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

888 16TH STREET, N.W.

WASHINGTON, D.C. 20006-4103

202-296-8600

16349

RECORDATION NO

FILED 1425

150 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60601-7567
312-558-1000

529 FIFTH AVENUE
NEW YORK, NEW YORK 10017-4608
212-949-7075

580 HOWARD AVENUE
LITTLE ROCK, NEW JERSEY 08875-6739
201-563-2700

MAY 24 1989 -12 30 PM

INTERSTATE COMMERCE COMMISSION

May 24, 1989

16349

RECORDATION NO

FILED 1425

MAY 24 1989 -12 30 PM

INTERSTATE COMMERCE COMMISSION

MAY 24 12 22 PM '89
MOTOR OPERATING DIVISION

TELECOPIER
202-296-8791

TELEX
2795 46

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of
49 U.S.C. Section 11303(a) are one original executed copy and
four photocopies of a Bill of Sale, dated as of December 30, 1988,
and two original executed copies and three photocopies of an
Assignment and Security Agreement (Non-Recourse), dated as of
May 18, 1989 (primary documents, as defined in the Commission's
Rules for the Recordation of Documents) (these are attached)

The names and addresses of the parties to the enclosed
Bill of Sale are:

Seller The Pittsburgh and Lake Erie
Railroad Company
Commerce Court
4 Station Square
Pittsburgh, PA 15219

Buyer U.S. Railcar, Inc.
2333 Waukegan Road
Deerfield, IL 60015

*Lease Agreement dated
29 December, 1988.*

*lessee: Southern Pacific
Transportation Company*

lessor: U.S. Railcar Company

A description of the railroad equipment covered by the
enclosed document is set forth on Appendix A to the Bill of Sale.

The names and addresses of the parties to the enclosed
Assignment and Security Agreement (Non-Recourse) are:

Assignor U.S. Railcar, Inc.
2333 Waukegan Road
Deerfield, IL 60015

*Country Club
Lennie Elson*

Noreta R. McGee
May 24, 1989
Page 2

Assignee and
Secured Party Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, IL 60015

A description of the railroad equipment covered by the enclosed document is set forth on Schedule 1 to the Assignment and Security Agreement (Non-Recourse).

Following is a short summary of both of the enclosed documents to be recorded:

Documents to be Recorded

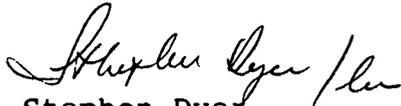
Bill of Sale from The Pittsburgh and Lake Erie Railroad Company, dated as of December 30, 1988, to U.S. Railcar, Inc., transferring title to the railcars described on Appendix A thereto to U.S. Railcar, Inc.

Assignment and Security Agreement (Non-Recourse), dated May 18, 1989, from U.S. Railcar, Inc., as Assignor, to Deutsche Credit Corporation, as Assignee and Secured Party, which Assignment and Security Agreement (Non-Recourse) assigns a Lease relating to, and grants a security interest in, the railcars described on Schedule 1 thereto.

Enclosed are two checks, each in the amount of \$13.00, payable to the order of the Interstate Commerce Commission covering the required recordation fees for the Bill of Sale and the Assignment and Security Agreement (Non-Recourse).

Kindly return four stamped copies of each of the enclosed Bill of Sale and Assignment and Security Agreement (Non-Recourse) in the envelope provided to T. Stephen Dyer, Esq., Ross & Hardies, 150 North Michigan Avenue, Chicago, Illinois 60601.

Very truly yours,



T. Stephen Dyer

TSD/gh
Encl.

Interstate Commerce Commission
Washington, D.C. 20423

5-24-89

OFFICE OF THE SECRETARY

T. Stephen Dyer
Ross & Hardies
888 16th Street N.W.
Washington, D.C. 20006-4103

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 5-24-89 at 12:30pm, and assigned recordation number(s) 16349, 16349-A & 16349-B

Sincerely yours,



Secretary

Enclosure(s)

MAY 24 1989 - 12 80

ASSIGNMENT AND SECURITY AGREEMENT (NON-RECOURSE)

photocopy

INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, the undersigned ("Assignor") does hereby, absolutely and unconditionally, to Deutsche Credit Corporation, its successors and assigns (hereinafter referred to as "Deutsche Credit"), pledge the lease and assign all rents, including additional rent, and other payments due, or to become due, under the annexed original copies of the equipment lease(s) and schedule(s) (hereinafter collectively referred to as the "Lease") and, described on the annexed Rider to Assignment and Security Agreement (Non-Recourse) and Schedule 1 to the Rider, which are attached and made a part of this Agreement. initial [initials]

Further, in order to secure payment by Assignor of all of its obligations under a certain Non-Recourse Promissory Note of even date herewith executed by Assignor to the order of Deutsche Credit (hereinafter referred to as the "Note"); performance by Assignor of all of the obligations of Assignor contained herein; and, payment and performance by the lessee of all obligations on the part of the lessee to be performed under the Lease, Assignor grants, and by these presents does hereby grant, to Deutsche Credit a security interest in and to: the Lease; all monies due, or to become due, in connection with the exercise by the lessee of an option, if any, to purchase the equipment described in the Lease; the equipment described in the Lease; and, the proceeds thereof. Assignor also secures its performance of its obligations under the Repurchase and Indemnity Agreement of the same date by this Assignment and Security Agreement (Non-Recourse). init [initials]

Assignor warrants and represents that: Assignor is the owner of the equipment described in the Lease and that the Lease and the equipment described therein are free, and will continue to be free, of all liens, claims and encumbrances, except for the lease and the security interest created herein; the Lease and any accompanying agreement(s) and/or guaranty(ies) (hereinafter collectively referred to as the "Lease") have been duly and properly authorized and executed by the parties thereto and are genuine, collectible and enforceable; the amount of unpaid rentals for the Lease term contained in the Lease is true and correct; the Lease is the only Lease executed concerning the equipment described in said Lease and is, and will (arising from acts or omissions of Assignor) continue to be, free from any and all counterclaims, defenses and setoffs; the Lease and the proceeds thereof have not been, and will not be (without the prior written consent of Deutsche Credit, which consent will not be unreasonably withheld) pledged or assigned to any other party, other than Deutsche Credit; all signatures, names, addresses, and other statements and facts contained in or on the Lease are true, correct and genuine; the Lease conforms to all applicable laws and regulations; the Lease is effective against all persons; the Lease evidences a valid reservation of title to, or first lien upon, the equipment; all required use and sales taxes on the Lease and rents, as of the date of this Assignment and Security Agreement (hereinafter referred to as the "Agreement") have been collected from the lessee and paid by Assignor; if filing or recording or registration of a certificate or document of title or a financing statement is required or permitted by law, such document has been so filed and recorded or registered, in a timely and proper manner, as to be effective, against all persons; the equipment leased has been delivered to and accepted by lessee in a condition satisfactory to lessee; the leased equipment has been, and is insured, by either the Assignor or lessee; if Assignor is obligated to furnish insurance on the leased equipment, then Assignor shall keep said insurance in full force and effect; Deutsche Credit is, or will be, named as loss payee on the insurance policy, and, if required by Deutsche Credit, as an Additional Insured on any public liability insurance coverage; and, Assignor has complied, and will continue to comply, with, and has performed, and will continue to perform, all of its warranties, representations and other obligations to lessee.

If, at any time in the future, it is discovered by Deutsche Credit that the Lease and/or Assignor has failed, or fails to conform, to any of the warranties and representations made to Deutsche Credit in connection with this pledge and assignment, Assignor will immediately pay off the indebtedness secured by this Agreement, and will pay therefor, to Deutsche Credit, an amount, in cash, equal to the unpaid balance owing thereon, at the time demand is made, together with accrued late charges and out of pocket expenses incurred by Deutsche Credit in connection therewith.

This Agreement is made without recourse as to the financial ability of the lessee to pay; provided, however, that nothing herein shall be deemed, intended or construed to release, or to waive, any claim, right or remedy that Deutsche Credit may have, by reason of Assignor's failure to perform its obligations under the Lease or by reason of Assignor's breach of any of the warranties or representations set forth herein, or by reason of Assignor's failure to perform its obligations under the Repurchase and Indemnity Agreement or Assignor's breach of any of the warranties set forth in the Repurchase and Indemnity Agreement, against Assignor. initial [initials]

The Assignor appoints, and by these presents does hereby irrevocably appoint, Deutsche Credit its true and lawful attorney-in-fact, coupled with an interest and with full power of substitution, to enforce the Assignor's rights and remedies under the Lease and to take any action which Deutsche Credit may deem necessary or appropriate to protect and preserve its security interest in the Lease, in the equipment described therein and the proceeds thereof. Assignor has no authority to, and will not, without Deutsche Credit's prior written consent, accept collections, repossess or consent to the return of the equipment, or modify or terminate the Lease.

Deutsche Credit shall have the sole right, without notice to Assignor and without reducing Assignor's liability under this Agreement, to collect payments due, or to become due, under the Lease, and to otherwise manage, administer and enforce the Lease.

Deutsche Credit, without reducing the Assignor's liability under this Agreement, shall have the right, with notice to and the consent of Assignor (which consent will not be unreasonably withheld by Assignor), to voluntarily modify, amend or accept prepayment of the Lease, to grant any extension of time of payment, compromise or release. It being understood, by and between Assignor and Deutsche Credit, that Deutsche Credit may be compelled, involuntarily (due to an order or ruling of a state, federal or bankruptcy court), to perform one or more of the aforesaid acts and, in such event, Deutsche Credit shall notify Assignor, but the consent of Assignor shall not be required under this Agreement to perform said involuntary act.

Assignor shall pay all damages, costs and expenses, including court costs and reasonable attorney's fee, incurred or sustained by reason of any breach of this Agreement or incurred in enforcing any of the provisions hereof.

If any of the assigned monies or the equipment be received by or returned to the Assignor, the same shall be received by the Assignor in trust for the benefit of Deutsche Credit, shall be held segregated from other funds of the Assignor, in a separate account, and will be immediately delivered in kind to Deutsche Credit.

Assignor shall keep and perform all the obligations to be performed on the part of the lessor under the Lease and will save and hold Deutsche Credit harmless from any failure so to do; notwithstanding this Agreement, or any notice thereof, Deutsche Credit shall not be obligated to perform any of the obligations on the part of the Assignor arising under the Lease.

Deutsche Credit may audit the Assignor's books and records relating to the Lease and may endorse Assignor's name on any checks and other remittances received in respect to the Lease.

Assignor subordinates, and by these presents does hereby subordinate, any rights Assignor may have to any rights Deutsche Credit may now have, or hereafter may acquire, against lessee with respect to the Lease, the leased equipment or the proceeds thereof.

Deutsche Credit's waiver or failure to act, expressed or implied, in the event of any breach of any of the foregoing shall not constitute a waiver of Assignor's obligations, or of Deutsche Credit's rights, under this Agreement, the Lease, or the Note.

Assignor acknowledges receipt of a true copy of this Agreement and waives acceptance thereof. This Agreement shall be binding upon and enure to the benefit of Assignor and Deutsche Credit and their respective heirs, successors, assigns and legal and personal representatives.

Assignor warrants and represents that it has caused this Agreement, and the Note of even date herewith, to be executed by a duly authorized representative of Assignor.

IN WITNESS WHEREOF, Assignor has executed this Agreement the 18th day of May, 1989

ATTEST: [Signature]

ASSIGNOR: U. S. Railcar, Inc. By: Michael Thomas VICE PRESIDENT

RIDER TO ASSIGNMENT AND
SECURITY AGREEMENT
(NON-RECOURSE)

This Rider to Assignment and Security Agreement (Non-Recourse), dated as of May 18, 1989, is entered into between Assignor and Deutsche Credit Corporation.

The Lease was entered into between Assignor and Southern Pacific Transportation Company as of December 29, 1988, and ~~was recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on _____, 1989, under recordation number _____.~~ The rail equipment subject to the Lease, and in which Deutsche Credit has been granted a security interest, is described on Schedule 1 to this Assignment and Security Agreement (Non-Recourse). Assignor has delivered to Deutsche Credit a full, complete and correct copy of the Lease and the Bill of Sale (as defined hereinafter). Assignor agrees to direct the lessee under the Lease to make all payments under the Lease directly to Deutsche Credit.

In order to secure payment by Assignor of all of its obligations under the Note, performance by Assignor of all of the obligations of Assignor contained herein, and payment and performance by the lessee of all obligations on the part of the lessee to be performed under the Lease, Assignor grants, and by these presents does hereby grant, to Deutsche Credit, in addition to the other rights and security interests granted under this Agreement a security interest in and to (i) the Bill of Sale (the "Bill of Sale") from The Pittsburgh and Lake Erie Railroad Company to U.S. Railcar, Inc. pursuant to which the rail equipment described on Schedule 1 to this Agreement was conveyed to Assignor and (ii) all other documents executed in connection with the Lease and the Bill of Sale.

Assignor shall file and record the Lease and this Assignment and Security Agreement (Non-Recourse) with the Interstate Commerce Commission in accordance with 49 U.S.C. 11303.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

The parties hereto shall be entitled to all rights conferred by the provisions of 49 U.S.C. 11303 and such additional rights arising out of the filing, recording, registering or depositing, if any, of this Agreement as shall be conferred by the laws of any jurisdiction in which this Agreement shall be filed, recorded, registered or deposited.

Assignor agrees to pay the legal fees, title searches (UCC, IOC and others, if necessary) and Interstate Commerce Commission filing charges in connection with the assignment of the Lease to Deutsche Credit and actions related thereto.

This Agreement, including this Rider, may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Rider to Assignment and Security Agreement (Non-Recourse) as of this 18 day of May, 1989.

ASSIGNOR:

U.S. RAILCAR, INC.

By: Michael Haus

Title: VICE PRESIDENT

DEUTSCHE CREDIT CORPORATION

By: James S. [Signature]

Title: SVP & TREASURER

By: [Signature]

Title: S.V.P.

042701.RR

SCHEDULE 1

Description of Rail Equipment

EXHIBIT A



Equipment Leased
75-65 ft. Gondola Cars
with PLE Reporting Marks

(Car Numbers)

15001	15113	15073	15196
15008	15114	15074	15197
15011	15115	15080	15198
15012	15134	15081	15202
15020	15136	15082	15209
15021	15138	15085	15210
15024	15142	15088	15216
15026	15144	15090	15221
15028	15147	15091	15224
15036	15148	15096	15227
15040	15149	15099	15232
15044	15151	15100	15238
15046	15152	15102	15239
15052	15155	15103	15242
15053	15157	15108	15248
15058	15161	15112	
15061	15166		
15064	15170		
15065	15173		
15066	15185		
15067	15190		
15068	15192		

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

On this 18th day of May, 1989, before me, the subscriber, Loretta M. Ziolkowski, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Michael Strauss to me personally known, who stated and acknowledged that he is the Vice President of U.S. Railcar, Inc., an Illinois corporation, and duly authorized by authority of the board of Directors or By-Laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of May, 1989.

Loretta M. Ziolkowski
Notary Public

My commission expires:
MY COMMISSION EXPIRES
JUNE 19, 1989
LORETTA M. ZIOLKOWSKI

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

On this 19th day of May, 1989, before me, the subscriber, Peter K. Lannon, Jr., a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named James S. Poor and Robert E. Schoen to me to me personally known, who stated and acknowledged that they are the Senior Vice President & Treasurer and Senior Vice President of Deutsche Credit Corporation, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in their capacity as such officers to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that they have so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of May, 1989.

Peter K. Lannon, Jr.
Notary Public

My commission expires: June 7, 1991

LEASE

THIS LEASE, made this 29 day of DEC , 1988, by and between U. S. RAILCAR COMPANY, hereinafter called "Lessor" and SOUTHERN PACIFIC TRANSPORTATION COMPANY, hereinafter called "Lessee":

WITNESSETH

1. For and consideration of the rents, covenants and conditions hereinafter mentioned, Lessor does hereby lease to Lessee for its exclusive use, the following described rolling stock equipment:

<u>EQUIPMENT</u>	<u>LEASE RATE</u>	<u>EFFECTIVE DATE</u>
------------------	-------------------	-----------------------

(See Appendix "A" attached)

2. The term of this Lease shall commence as to each leased car on and after the Effective Date as stated in Exhibit "A" and shall continue in effect for a minimum term of five (5) years from that date ("Initial Term"). Thereafter, this Lease shall be renewed for an additional (1) year term subject to the mutual consent of both parties. Lessee shall give lessor written notice of its intention to renew this lease for an additional one (1) year term at least thirty (30) days prior to the expiration of the then current term. Routing and delivery of the leased cars to a destination point designated by lessee shall be in accordance with instructions as furnished to Lessor. Lessee shall assist Lessor in delivery of cars to minimize Lessor's transportation cost. However, if neither party has been able to minimize Lessor's transportation cost by the 45th day following execution of this

Agreement, then this Agreement will be terminated with no cost to the Lessor.

3. Lessee will not assign or sublease this Lease or any of the cars without the prior written consent of Lessor, which will not be unreasonably withheld. However, any event of default under such assignment or sublease will be considered as an event of default under this Lease. Lessor may sell or otherwise dispose of the cars or may assign and reassign all or part of its rights under this Lease, including the rent to be paid, without the consent of Lessee, if said sale, disposition, assignment or reassignment does not diminish, interfere or prejudice the rights of Lessee under this Lease, and Lessor will give to Lessee notice of any such sale, disposition, assignment or reassignment.

4. Lessee shall inspect the leased cars, to determine that they are acceptable to it and are in adequate condition and repair for its service and agrees that cars will be used solely in such service. The representatives of both Lessor and Lessee shall prepare and execute for each car, a Joint Inspection Certificate ("JIC"), as used under Rule 103 of Interchange Rules of the Association of American Railroads ("AAR"). Lessee shall maintain and keep the cars clean and in serviceable condition at its sole expense. Serviceable condition as mentioned in this Lease shall mean a level of maintenance which will preserve the original condition of each car as it was when originally accepted by Lessee, as evidenced by the JIC, normal wear and tear

excepted.

5. LESSEE EXPRESSLY AGREES TO LEASE EACH CAR "AS IS". LESSOR WILL NOT BE DEEMED TO HAVE MADE, AND LESSOR HEREBY DISCLAIMS, ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE CARS, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE CARS, NOR WILL LESSOR BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR CLAIMS OF CUSTOMERS OF LESSEE.

6. Upon the termination of this Lease, Lessee shall return the leased cars to Lessor at any S.P. interchange point mutually agreed upon by Lessee and Lessor. The leased cars shall be deemed to remain in possession of lessee until returned as stated herein. Any transportation costs associated with the return of the cars will be assumed by Lessee.

7. All per diem and mileage earned off the lines of the Lessor will accrue for account of the Lessee. Lessee agrees to pay Lessor rental charges as shown in Appendix "A" for leased cars during the continuance of this Lease. The rental charge will apply as to each leased car respectively from and including the date of its acceptance by Lessee on its property, and continue each day thereafter until, but not including, the date of its return, or termination as per Paragraph #6.

Bills for rent shall be rendered monthly by Lessor and payment shall be made by Lessee within thirty days (30) days after rendition. No per diem or mileage shall accrue on any car while said car is empty on the lines of the Pittsburgh & Lake Erie Railroad Co.

8. Any repairable damage to the leased cars, including but not limited to, thawing shed overheating, car dumper, clam bucket loading or unloading, mishandling, etc., while in the possession of Lessee, shall be the sole obligation of Lessee. In the event a leased car, while in the possession of Lessee, becomes lost, stolen, destroyed, or damaged beyond repair, as determined by Lessor, whether due to the negligence of Lessee or an act of God, rental shall terminate as to the leased car so lost, stolen, destroyed, or damaged beyond repair and the same shall be permanently retired from use. In such event, upon termination of the rental charge, a lump sum payment equal to the AAR depreciated replacement value of the car, currently in effect at the date of termination of the rental charge, will become due and payable to the Lessor as to each car, and upon payment thereof, the leased car shall become the property of Lessee.

9. Lessee agrees to indemnify and save Lessor harmless against any and all expense, liability, demands or causes of action, whether well-founded or otherwise, including the cost of defending same, which Lessor may incur or be subject to in any manner, or by any other cause, both during and after the term of this Lease, arising out of or as a result of: (1) the use, possession, or operation of the leased cars by Lessee during the term of this Lease; (2) any accident in connection with the use, possession or operation of the leased cars by Lessee during the term of this Lease resulting in damage to property, death of

or injury to any person, including and by no means limited to Lessee and Lessor and their employees, or pursuant to any Federal or State employer's liability, Workmen's Compensation, or other compensation law, whether or not such damage, death or injury is caused by the sold or concurring negligence of Lessor, its agents, servants or employees. Such expenses, liability or costs shall include court costs, attorney's fees or other legal fees.

IN WITNESS WHEREOF, the parties, hereto, intending to be legally bound hereby and pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names as of the day and year first above written.

SOUTHERN PACIFIC TRANSPORTATION CO.

Witness:
Joseph A. Orger

By: E. J. Morrissey
Title: AVP - Fleet Management

U. S. RAILCAR COMPANY

Witness:
Richard K. Kowert

By: Donald J. Jones
Title: PRESIDENT

EXHIBIT A

<u>Equipment Leased</u>	<u>Lease Rate</u>	<u>Effective Date</u>
75-65 ft. Gondola Cars with PLE Reporting Marks		
(Car Numbers)		
15001 15113	\$190.00 per car/	December 1, 1988
15008 15114	per month	
15011 15115		
15012 15134		
15020 15136		
15021 15138		
15024 15142		
15026 15144		
15028 15147		
15036 15148		
15040 15149		
15044 15151		
15046 15152		
15052 15155		
15053 15157		
15058 15161		
15061 15166		
15064 15170		
15065 15173		
15066 15185		
15067 15190		
15068 15192		

15073	15196
15074	15197
15080	15198
15081	15202
15082	15209
15085	15210
15088	15216
15090	15221
15091	15224
15096	15227
15099	15232
15100	15238
15102	15239
15103	15242
15108	15248
15112	

STATE OF California)
COUNTY OF San Francisco) SS.

On this 10 ^{May} day of April, 1989, before me, the subscriber, Deanna K. Ciesielski, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named E. J. Morrissey to me personally known, who stated and acknowledged that he is an Assistant Vice President-Fleet Management of Southern Pacific Transportation Company, a(n) Delaware corporation, authorized by authority of the Board of Directors or the By-Laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10 day of April, 1989.

May

Deanna K. Ciesielski
Notary Public

My commission expires 12-1-89.

PKL:lj
042502.PKL

