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ROBERT G. SHEPHERD, JR.
COUNSEL
LOUIS E. GITOMER

INTERSTATE COMMERCE COMMISSION

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December 19, 1988

DEC 19 1988 2-35 PM

RECORDATION NO. 8351-B

No. 8-354A074

Date DEC 19 1988

Fee \$ 13.00

ICC Washington, D.C.

DEC 19 2 31 PM '88
PHOTODUPLICATION UNIT

100-01116-01
FBI - WASH DC

Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary McGee:

I have enclosed the original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Assignment and Assumption Agreement, a secondary document dated December 15, 1988. The primary document to which this is connected is recorded under Recordation No. 8351.

The names and addresses of the parties to the document are as follows:

Vendor:

United States Trust Company of New York
45 Wall Street
New York, NY 10005

WestStar Bank
121 West 4th Street
Bartlesville, OK 74003

The National City Bank of Evansville
227 Main Street
Evansville, IN 47708

Vendee:

GATX Leasing Corporation
Four Embarcadero Center
San Francisco, California 94111

Counterpart of [Signature]

Honorable Noreta R. McGee
December 19, 1988
Page Two

A description of the equipment covered by the document follows:

The equipment covered by the agreement consists of 226, 100-ton (4,000 cubic ft.) high sided steel gondola cars manufactured by Thrall Car Manufacturing Company in 1976. These cars carry the following running numbers: OGEX-#'S 6-18, 21-37, 39-50, 52-71, 73-107, 109-113, 115-134, 136-142, 144-164, 166-180, 183-203, 205-209, 211-226, 228-242, 5001, 5002, 5004, and 5005.

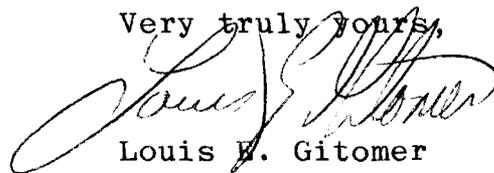
A fee of \$13.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Louis E. Gitomer
Suite 400
1155 21st Street, N.W.
Washington, D.C. 20036

A short summary of the document to appear in the index follows:

Assignment through an Assignment and Assumption Agreement between United States Trust Company of New York, 45 Wall Street, New York, NY 10005, WestStar Bank, 121 West 4th Street, Bartlesville, OK 74003, and The National City Bank of Evansville, 227 Main Street, Evansville, IN 47708, and GATX Leasing Corporation, Four Embarcadero Center, San Francisco, CA 94111, dated December 15, 1988, and covering 226, 100-ton (4,000 cubic ft.) high sided steel gondola cars manufactured by Thrall Car Manufacturing Company in 1976. These cars carry the following running numbers: OGEX-#'S 6-18, 21-37, 39-50, 52-71, 73-107, 109-113, 115-134, 136-142, 144-164, 166-180, 183-203, 205-209, 211-226, 228-242, 5001, 5002, 5004, and 5005. (Car numbers OGEX-1, 2, 4, and 5 have been renumbered OGEX-5001, 5002, 5004, and 5005, respectively). This agreement is connected to a Lease of Railroad Equipment with Recordation No. 8351.

Very truly yours,



Louis E. Gitomer

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

12/19/88

Louis E. Gitomer
Suite 400
1155 21st Street, N.W.
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 12/19/88 at 2:35PM, and assigned rec-
ordation number(s). 8351-B

Sincerely yours,

Neville R. McEwen

Secretary

Enclosure(s)

DEC 19 1988 2-35 PM EXHIBIT A-1
(OGE)

RECORDATION NO 8351-B FORM 1425

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT entered into December 15, 1988, among United States Trust Company of New York, a New York corporation ("U.S. Trust"), Weststar Bank, previously known as First National Bank in Bartlesville, a national banking association ("Weststar"), and The National City Bank of Evansville, a national banking association ("Evansville") (each of U.S. Trust, Weststar and Evansville individually being herein called a "Seller" and collectively, the "Sellers"), and GATX Leasing Corporation, a Delaware corporation ("Purchaser"),

- W I T N E S S E T H -

WHEREAS Sellers and Purchaser are parties to a Trust Agreement Amendment dated as of November 16, 1988;

WHEREAS Sellers and Purchaser are parties to a Purchase Agreement dated December 15, 1988 (the "Purchase Agreement"); and

WHEREAS the Purchase Agreement provides, among other things, for the execution and delivery of an assignment and assumption in the form hereof to evidence the sale by Sellers to Purchaser of all right, title and interest of Sellers in and to the Lease Assets referred to below, and the assumption by Purchaser of certain of the obligations of Sellers under the Lease Documents referred to below.

NOW, THEREFORE, in consideration of the premises, the payment of Ten Dollars (\$10.00) and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Purchase Agreement.

2. Assignment. Each Seller does hereby GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY unto Purchaser, its successors and assigns, all of such Seller's right, title and interest in and to the following assets (the "Lease Assets"): (a) the Lease Documents described in Schedule 5.1(f)-1 hereto attached and made a part hereof, including, but not limited to, the entire beneficial ownership in and to such Seller's Trust Estate, and (b) the Lease Property set forth on Schedule 5.1(j)-1 attached hereto and made a part hereof (the "Lease Property"); excluding, however, in each case, any obligation or liability whatsoever for any claim, cause of action, liability or obligation of any nature or description or other right to payment accruing,

arising or relating to any period prior to the date hereof or payable by reason of any act, event or omission occurring or existing prior to the date hereof, whether known or unknown, contingent or otherwise, as of the date hereof except for indebtedness of Seller due for periods commencing on or after the date hereof under the Lease Documents to the extent the same are assumed by Purchaser under the Purchase Agreement; provided, however, that Sellers and Purchaser shall have the rights to payments described in Sections 3.1 and 7.1(a) of the Purchase Agreement, as and to the extent provided therein; TO HAVE AND TO HOLD THE SAME UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS, FOREVER.

Each Seller for itself, its successors and assigns, does hereby WARRANT and agree with Purchaser, its successors and assigns, that it is the lawful owner of its entire equity interest in the Lease Property and Lease Documents and has good right to sell the same to Purchaser, subject to the rights of the other parties to the Lease Documents, and each Seller, for itself and its successors and assigns, does hereby covenant with Purchaser that such Seller and its successors and assigns will defend the same unto Purchaser, its successors and assigns, against all and every person whomsoever lawfully claiming or laying claim to or making demands in respect of, the same by, through or under such Seller (other than, except as provided in the Purchase Agreement, lawful claims arising from such rights of the other parties to the Lease Documents).

3. Assumption. Purchaser hereby confirms that it shall be deemed a party to the Trust Agreement and all other Lease Documents to which a Seller is a party, including without limitation the Conditional Sale Agreement, on and after the date hereof, and it hereby assumes and agrees to be bound by all of the terms of the Trust Agreement and all other Lease Documents to which a Seller is a party, including without limitation, the Conditional Sale Agreement, and undertakes all of the obligations of the Sellers, as Owners or otherwise, contained in the Trust Agreement and all other Lease Documents to which a Seller is a party, including without limitation the Conditional Sale Agreement, occurring or arising on and after the date hereof. Purchaser hereby assumes all responsibility of each Seller, and no Seller shall be responsible, to any person for the discharge or performance of any duty or obligation of the Sellers, as Owners or otherwise, pursuant to or in connection with the Lease Documents occurring or arising on and after the date hereof. Purchaser shall not be responsible to any person for the discharge or performance of any duty or obligation of any Seller in connection with the Lease Documents occurring or arising prior to the date hereof.

4. Indemnity. The terms and provisions of the Purchase Agreement respecting indemnities of the parties are hereby incorporated herein by reference.

5. Successors and Assigns. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns; provided that no Seller may transfer or assign this Assignment and Assumption Agreement or any rights or obligations hereunder without the prior written consent of Purchaser or its successors or assigns; provided, further, that each party shall give notice to the other of any assignment or transfer of all or any part hereof.

6. Further Assurances. Each Seller agrees to execute and deliver such further documents, and to do such further things, as Purchaser may reasonably request, and at Purchaser's expense, in order to more fully effect this Assignment and Assumption Agreement and the transactions contemplated by the Purchase Agreement. Purchaser agrees to execute and deliver such further documents, and to do such further things, as each Seller may reasonably request and at such Seller's expense, in order to more fully effect this Assignment and Assumption Agreement and the transactions contemplated hereby and by the Purchase Agreement.

7. Purchaser Representations. Purchaser represents, warrants and confirms:

(a) Purchaser, as "Transferee," is acquiring the entire beneficial interest of each Seller, as a "Corporation," in and to the Trust Estate;

(b) Purchaser is a "Corporation" within the meaning of Section 6.02 of the Trust Agreement;

(c) Upon the transfer of the Lease Assets to Purchaser, Purchaser shall: (i) be deemed a party to the Trust Agreement, (ii) be bound by all of the terms of the Trust Agreement and (iii) undertake all the obligations of the Owner under the Trust Agreement;

(d) that (i) it is acquiring the beneficial interest hereunder for its own account for investment and not with a view to distribution or resale thereof, and that it has no present intention of selling, negotiating or otherwise disposing of such interests, but subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be within its control and to compliance with state and Federal securities laws, (ii) it has full right, power and authority to assume and perform the Trust Agreement and the other Lease Documents to which any Seller is a party, (iii) neither the Trust Agreement nor any other Lease Document does, nor will the performance of its obligations hereunder, violate the provisions of any indenture or other agreement to which it is a party or by which it may be bound, (iv) no approval, consent or withholding of objections on

Agreement and the other Lease Documents to which any Seller is a party or to the extent such approval, consent or such other action is necessary, the same has been obtained and is in full force and effect and (v) the transfer contemplated hereby will not, to its knowledge, violate any provision of any law, rule or regulation applicable hereto.

8. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

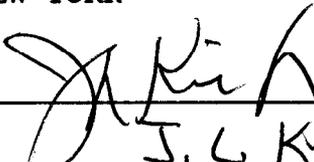
9. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

10. Consent. Each of the undersigned hereby approves the form and substance of the foregoing Assignment and Assumption Agreement and consents to the Purchaser acquiring the Lease Assets as described herein.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed the day and year first above written.

SELLERS:

UNITED STATES TRUST COMPANY
OF NEW YORK

By: 
Name: J. L. KIRBY
Title: SVP

WESTSTAR BANK

By: 
Name: Glenn Bonner
Title: Executive Vice President

THE NATIONAL CITY BANK OF EVANSVILLE

By: *C. W. Worthington*

Name: C. W. Worthington

Title: Chairman of the Board

PURCHASER:

GATX LEASING CORPORATION

By: *Daniel J. Terabeck*

Name: DANIEL J. TERABEK

Title: ATTORNEY-IN-FACT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 15th day of December, 1988, before me personally appeared John L. Kirby, to me personally known, who, being by me duly sworn, did depose and say that he is a Senior Vice President of United States Trust Company of New York, the corporation described in and which executed the above instrument and that said instrument was signed on behalf of said corporation by authority of its Board of Trustees.

(Seal)


Notary Public

My Commission Expires: 12/1/90

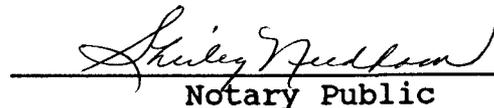
LORRAINE KALMUS
Notary Public, State of New York
No. 31-4879478
Qualified in New York County
Commission Expires December 1, 1990

STATE OF OKLAHOMA)
) ss:
COUNTY OF WASHINGTON)

On this 13th day of December, 1988, before me personally appeared Glenn Bonner, to me personally known, who, being by me duly sworn, did depose and say that he resides at Bartlesville, Oklahoma;

that he is a Exec. Vice Pres. of Weststar Bank, the association described in and which executed the above instrument; and that said instrument was signed on behalf of said association by authority of its Board of Directors.

(Seal)

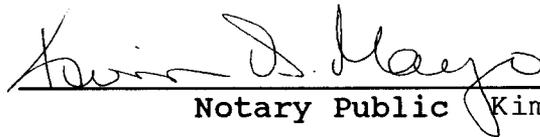

Notary Public

My Commission Expires: 1/3/89

STATE OF INDIANA)
) ss:
COUNTY OF VANDERBURGH)

On this 15th day of December, 1988, before me personally appeared C. W. Worthington, to me personally known, who, being by me duly sworn, did depose and say that he resides at 3023 Oak Hill Road, Evansville, IN 47711; that he is a Chairman of the Board of The National City Bank of Evansville, the association described in and which executed the above instrument; and that said instrument was signed on behalf of said association by authority of its Board of Directors.

(Seal)


Notary Public Kim S. Mayo

My Commission Expires: 2/4/91

Reside: Vanderburgh Co.

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 15th day of December, 1988, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of GATX Leasing Corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation. I hereby certify that I am not a director, officer or stockholder of said corporation.

Notary Public

My Commission Expires: _____

STATE OF INDIANA)
) ss:
COUNTY OF)

On this _____ day of _____, 1988, before me personally appeared _____, to me personally known, who, being by me duly sworn, did depose and say that he resides at _____;

that he is a _____ of The National City Bank of Evansville, the association described in and which executed the above instrument; and that said instrument was signed on behalf of said association by authority of its Board of Directors.

(Seal)

Notary Public

My Commission Expires: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 15th day of December, 1988, before me personally appeared Daniel J. Jerabek, to me personally known, who, being by me duly sworn, says that he is an Attorney-In-Fact of GATX Leasing Corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation. I hereby certify that I am not a director, officer or stockholder of said corporation.



Notary Public

My Commission Expires: _____

LORRAINE KALMUS
Notary Public, State of New York
No. 31-4879478
Qualified in New York County 40
Commission Expires December 1, 1990

SCHEDULE 5.1(f)-1
(OGE)

LIST OF LEASE DOCUMENTS

- A. List of Closing Documents for the first group (June 3, 1976), appended hereto.
- B. List of Closing Documents for the second group (June 15, 1976), appended hereto.
- C. List of Closing Documents for the third group (June 25, 1976), appended hereto.
- D. GATX letter dated May 20, 1976 to First National Bank of Bartlesville and the Fee Agreement dated April 15, 1976, attached thereto as Exhibit A.
- E. Fee Agreement between GATX and The National City Bank of Evansville dated April 15, 1976, marked Exhibit A.
- F. Fee Agreement between GATX and U.S. Trust dated April 15, 1976, marked Exhibit A.

OKLAHOMA GAS AND ELECTRIC COMPANY

UNIT TRAIN
EQUIPMENT FINANCING

Closing for First Group: June 3, 1976

LIST OF CLOSING DOCUMENTS

A. BASIC DOCUMENTS

1. Composite Conformed Copy of the Finance Agreement.
2. Counterpart of the Finance Agreement, executed by the Agent and the Lessee.
3. Executed counterpart of the Conditional Sale Agreement stamped to evidence recording with the Interstate Commerce Commission.
4. Executed counterpart of the Agreement and Assignment stamped to evidence recording with the Interstate Commerce Commission.
5. Executed counterpart of the Lease of Railroad Equipment (Lease) stamped to evidence recording with the Interstate Commerce Commission.
6. Executed counterpart of the Assignment of Lease and Agreement stamped to evidence recording with the Interstate Commerce Commission.
7. Executed counterpart of the Trust Agreement.
8. Executed counterpart of the Indemnity Agreement.
9. Letter to the Interstate Commerce Commission transmitting the documents designated in Items 2, 3, 4 and 5 for filing and recording.
10. Letter from the Interstate Commerce Commission as to the filing and recording of the documents designated in Items 2, 3, 4 and 5.
11. Receipt of the Interstate Commerce Commission for the filing and recording fees.
12. Conformed copy of the Certificate of Interest delivered to Alexander Hamilton Life Insurance Company of America.

B. CLOSING DELIVERIES BY THE BUILDER

1. Invoice for the Equipment, with written approval thereon of authorized representative of the Vendee and the Lessee.
2. Executed counterpart of the Bill of Sale for the Equipment.
3. Opinion of Messrs. Carroll, Connelly, Hartigan & Hillery pursuant to subparagraph (i) of Section 5 of the Agreement and Assignment.
4. Certificate as to authority and incumbency of officers of the Builder.
5. Receipt of the Builder for invoiced purchase price of the Equipment.

C. CLOSING DELIVERIES BY THE LESSEE

1. Notice of Closing.
2. Executed counterpart of the Certificate of Acceptance as contemplated by Article 3 of the Conditional Sale Agreement and Section 2 of the Lease.
3. Closing Certificate in the form of Annex A to the Agreement and Assignment.
4. Copies of insurance policies issued pursuant to the provisions of Section 7 of the Lease.
5. Opinion of Messrs. Gardner, Carton & Douglas as special counsel for the Lessee pursuant to subparagraph (α) of Section 5 of the Agreement and Assignment.
6. Opinion of Messrs. Rainey, Wallace, Ross & Cooper as general counsel for the Lessee pursuant to subparagraph (h) of Section 5 of the Agreement and Assignment.
7. Opinion of Messrs. Rainey, Wallace, Ross & Cooper as general counsel for the Lessee pursuant to Section 7 of the Indemnity Agreement.
8. Opinion of the Lessee as to useful life and residual value of the Equipment pursuant to Section 2 of the Indemnity Agreement.

- 9.- Certificate of Good Standing issued to the Lessee by the Secretary of State of the State of Oklahoma.
10. Certificate of Good Standing issued to the Lessee by the Secretary of State of the State of Arkansas.
11. First Certificate of Lessee as to authority and incumbency of officers and appointment of inspectors.
12. Copy of the Expenses Agreement between Oklahoma Gas and Electric Company and GATX Leasing Corporation.

D. CLOSING DELIVERIES BY THE VENDEE

1. Certificate as to authority and incumbency of officers of the Vendee.
2. Opinion of Messrs. Venable, Baetjer and Howard, counsel for the Vendee pursuant to the provisions of subparagraph (f) of Section 5 of the Agreement and Assignment.

E. DELIVERIES BY THE ASSIGNEE

1. Certificate as to authority and incumbency of officers of the Assignee.
2. Opinion of Messrs. Isham, Lincoln & Beale as special counsel for the Assignee and the Investors pursuant to the provisions of subparagraph (e) of Section 5 of the Agreement and Assignment.

F. CLOSING DELIVERIES BY THE BENEFICIARIES

1. United States Trust Company of New York.
 - a. Certificate as to authority and incumbency of officers of United States Trust Company of New York.
 - b. Opinion of Messrs. Carter, Ledyard & Milburn as counsel for United States Trust Company of New York pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.
2. GATX Aircraft Corporation.
 - a. Certificate as to authority and incumbency of officers of GATX Aircraft Corporation.

- b. Opinion of Archie C. Thomas, Jr., Associate Counsel for GATX Aircraft Corporation pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.
3. The National City Bank of Evansville.
- a. Certificate as to authority and incumbency of officers of The National City Bank of Evansville.
 - b. Opinion of Messrs. Kahn, Dees, Donovan & Kahn as counsel for The National City Bank of Evansville pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.
4. First National Bank in Bartlesville.
- a. Certificate as to authority and incumbency of officers of First National Bank of Bartlesville.
 - b. Opinion of Messrs. Rowland & Rowland as counsel for First National Bank in Bartlesville pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.

OKLAHOMA GAS AND ELECTRIC COMPANY

UNIT TRAIN
EQUIPMENT FINANCING

Closing for Second Group: June 15, 1976

LIST OF CLOSING DOCUMENTS

A. CLOSING DELIVERIES BY THE BUILDER

1. Invoice for the Equipment, with written approval thereon of authorized representative of the Vendee and the Lessee.
2. Executed counterpart of the Bill of Sale for the Equipment.
3. Opinion of Messrs. Carroll, Connelly, Hartigan & Hillery pursuant to subparagraph (i) of Section 5 of the Agreement and Assignment.
4. Certificate as to authority and incumbency of officers of the Builder.
5. Receipt of the Builder for invoiced purchase price of the Equipment.

B. CLOSING DELIVERIES BY THE LESSEE

1. Notice of Closing.
2. Executed counterpart of the Certificate of Acceptance as contemplated by Article 3 of the Conditional Sale Agreement and Section 2 of the Lease.
3. Opinion of Messrs. Gardner, Carton & Douglas as special counsel for the Lessee pursuant to subparagraph (g) of Section 5 of the Agreement and Assignment.
4. Opinion of Messrs. Rainey, Wallace, Ross & Cooper as general counsel for the Lessee pursuant to subparagraph (h) of Section 5 of the Agreement and Assignment.
5. Second Certificate of Lessee.

6. Closing Certificate in the form of Annex A to the Agreement and Assignment.

C. CLOSING DELIVERIES BY THE VENDEE

1. Opinion of Messrs. Venable, Baetjer and Howard as counsel for the Vendee pursuant to the provisions of subparagraph (f) of Section 5 of the Agreement and Assignment.
2. Specimen copies of the Owner Trust Certificates delivered to each of the Beneficiaries.

D. CLOSING DELIVERIES BY THE ASSIGNEE

1. Opinion of Messrs. Isham, Lincoln & Beale as special counsel for the Assignee and the Investors pursuant to the provisions of subparagraph (e) of Section 5 of the Agreement and Assignment.
2. Conformed copy of Certificate of Interest.

E. CLOSING DELIVERIES BY THE BENEFICIARIES

1. Opinion of Messrs. Carter, Ledyard & Milburn as counsel for United States Trust Company of New York pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.
2. Opinion of Archie C. Thomas, Jr., Associate Counsel for GATX Aircraft Corporation pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.
3. Opinion of Messrs. Kahn, Dees, Donovan & Kahn as counsel for The National City Bank of Evansville pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.
4. Opinion of Messrs. Rowland & Rowland as counsel for First National Bank in Bartlesville pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.

OKLAHOMA GAS AND ELECTRIC COMPANY

UNIT TRAIN
EQUIPMENT FINANCING

Closing for Third Group: June 25, 1976

LIST OF CLOSING DOCUMENTS

A. CLOSING DELIVERIES BY THE BUILDER

1. Invoice for the Equipment, with written approval thereon of authorized representative of the Vendee and the Lessee.
2. Executed counterpart of the Bill of Sale for the Equipment.
3. Opinion of Messrs. Carroll, Connelly, Hartigan & Hillery pursuant to subparagraph (i) of Section 5 of the Agreement and Assignment.
4. Certificate as to authority and incumbency of officers of the Builder.
5. Receipt of the Builder for invoiced purchase price of the Equipment.

B. CLOSING DELIVERIES BY THE LESSEE

1. Notice of Closing.
2. Executed counterpart of the Certificate of Acceptance as contemplated by Article 3 of the Conditional Sale Agreement and Section 2 of the Lease.
3. Opinion of Messrs. Gardner, Carton & Douglas as special counsel for the Lessee pursuant to subparagraph (g) of Section 5 of the Agreement and Assignment.
4. Opinion of Messrs. Rainey, Wallace, Ross & Cooper as general counsel for the Lessee pursuant to subparagraph (h) of Section 5 of the Agreement and Assignment.
5. Third Certificate of Lessee.

6. Closing Certificate in the form of Annex A to the Agreement and Assignment.

C. CLOSING DELIVERIES BY THE VENDEE

1. Opinion of Messrs. Venable, Baetjer and Howard as counsel for the Vendee pursuant to the provisions of subparagraph (f) of Section 5 of the Agreement and Assignment.
2. Specimen copies of the Owner Trust Certificates delivered to each of the Beneficiaries.

D. CLOSING DELIVERIES BY THE ASSIGNEE

1. Opinion of Messrs. Isham, Lincoln & Beale as special counsel for the Assignee and the Investors pursuant to the provisions of subparagraph (e) of Section 5 of the Agreement and Assignment.
2. Conformed copy of Certificate of Interest.

E. CLOSING DELIVERIES BY THE BENEFICIARIES

1. Opinion of Messrs. Carter, Ledyard & Milburn as counsel for United States Trust Company of New York pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.
2. Opinion of Archie C. Thomas, Jr., Associate Counsel for GATX Aircraft Corporation pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.
3. Opinion of Messrs. Kahn, Dees, Donovan & Kahn as counsel for The National City Bank of Evansville pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.
4. Opinion of Messrs. Rowland & Rowland as counsel for First National Bank in Bartlesville pursuant to the provisions of subparagraph (j) of Section 5 of the Agreement and Assignment.

Schedule 5.1(j)-1
(OGE)

DESCRIPTION OF ALL LEASE PROPERTY
SUBJECT TO LEASES

226, 100-ton (4,000 cu.ft.) high sided steel gondola cars manufactured by Thrall Car Mnaufacturing Company in 1976. These cars carry the following running numbers:

OGEX- #'s 6-18, 21-37, 39-50, 52-71, 73-107,
109-113, 115-134, 136-142, 144-164,
166-180, 183-203, 205-209, 211-226,
228-242, 5001, 5002, 5004, 5005

/mcj-D