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LAW OFFICES

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July 31, 1990

RECORDATION NO. 8843-D FILED 145

AUG 1 1990 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) fully executed original copies of a Bill of Sale, Assignment and Assumption dated as of June 29, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Equipment Lease dated as of May 1, 1977, which was filed and recorded on June 2, 1977 under Recordation Number 8843.

The names and addresses of the parties to the enclosed document are:

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

Purchaser: Chrysler Capital Corporation
225 High Ridge Road
Stamford, Connecticut 06905

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached hereto and ~~is~~ made a part hereof.

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Handwritten signature: Charles T. Kappler

REC'D
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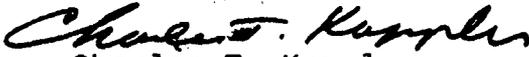
Mr. Sidney L. Strickland, Jr.
July 31, 1990
Page Two

Kindly return three stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed document to appear in the Commission's Index is:

Bill of Sale, Assignment and Assumption dated as of June 29, 1990 between Westinghouse Credit Corporation, Seller, and Chrysler Capital Corporation, Purchaser, covering 4 2,000 horsepower diesel-electric locomotives, model GP38-2, bearing road numbers NW 4160 - NW 4163, both inclusive.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

SCHEDULE A

NORFOLK AND WESTERN RAILWAY COMPANY

A. UNITS

Quantity

Description and Numbers

4

2,000 horsepower diesel-electric locomotives manufactured in the second quarter of 1977 by the Electro-Motive Division of General Motors Corporation; model GP38-2; builder's serial numbers 766065-1 through 766065-4; General Motors specifications No. 8090; numbers NW 4160-4163, both inclusive.

Interstate Commerce Commission
Washington, D.C. 20423

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OFFICE OF THE SECRETARY

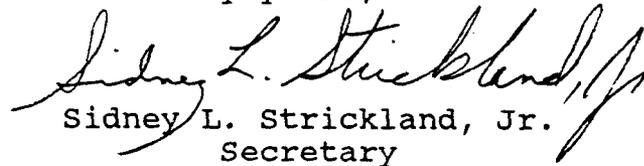
,m

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

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 8/1/90 at 1:05pm, and assigned recordation number(s). 9383-A, 9383-B & 9383-C, 10463-E, 10117-C, 8518-E 10273-E, 8843-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDATION NO 8843-D FILED 1425

AUG 1 1990 -1 05 PM

INTERSTATE COMMERCE COMMISSION

NORFOLK AND WESTERN
RAILWAY COMPANY

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION dated as of June 29, 1990 between WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation ("Seller"), and CHRYSLER CAPITAL CORPORATION, a Delaware corporation ("Purchaser").

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION dated as of June 29, 1990 between WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation ("Seller"), and CHRYSLER CAPITAL CORPORATION, a Delaware corporation ("Purchaser").

W I T N E S S E T H:

WHEREAS, pursuant to a Purchase Agreement dated as of June 29, 1990 (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 certain 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 and Assets").

NOW, THEREFORE, in consideration of the mutual promises 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. Except as set forth in Section 1.02 with respect to insurance matters, Seller, as of the date hereof, hereby unconditionally and irrevocably assigns, transfers, sells and conveys to Purchaser, its successors and assigns, all of Seller's right, title and interest (i) in and to the Beneficial Interests and Assets, and (ii) in, to and under the documents and agreements relating thereto and identified on Schedule A hereto (the "Lease Transaction Documents").

TO HAVE AND TO HOLD all of Seller's right, title and interest in and to the Beneficial Interests and Assets unto Purchaser, its successors and assigns, to its and their own use forever.

AND IN FURTHER CONSIDERATION as aforesaid, Seller and Purchaser, respectively each for itself, its successors and assigns, has covenanted, bargained and agreed and by this Bill of Sale hereby covenants, bargains and agrees each to and with the other, its successors and assigns, as follows:

1. Seller hereby covenants and warrants that as of the date of this Bill of Sale it is the true and lawful owner and has good and marketable title to the Beneficial Interests and Assets sold, conveyed, assigned and transferred by this Bill of Sale, free and clear of all liens, mortgages, pledges, claims, title defects,

security interests and encumbrances of any kind whatsoever ("Liens") except as provided in the Purchase Agreement, and Seller hereby covenants that it has full power, good right, title and lawful authority as to all persons to sell, convey, assign and transfer the Beneficial Interests and Assets to the Purchaser and that there is hereby transferred good, valid and marketable title to the Beneficial Interests and Assets, free and clear of all Liens except as provided in the Purchase Agreement.

Section 1.02. Insurance. Seller hereby irrevocably assigns, transfers, sells and conveys to Purchaser all proceeds of insurance against loss or damage to the Assets, Beneficial Interests and assets underlying the Beneficial Interests and Assets to which it is entitled under insurance policies 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 and in connection with any Beneficial Interests and Assets or unit thereof which is not transferred hereby.

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 the same to Purchaser.

The sale and assignments described in Section 1.01 and Section 1.02 are hereinafter referred to as the "Assignment".

Section 1.03. Assumption. Purchaser, as of the date hereof, hereby (i) accepts the Assignment, and (ii) agrees to be bound by and accepts and assumes all of Seller's obligations under the Lease Transaction Documents (the "Assumption"), in accordance with the provisions of the Purchase Agreement and except for such obligations or liabilities arising prior to the date hereof or due to a pre-existing condition or obligation of Seller.

Section 1.04. Confirmation. Purchaser hereby confirms and agrees that as of the date hereof it shall be deemed to be (i) a party to the Lease Transaction Documents to which Seller was a party and (ii) the party named as the Trustor or 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, and has the 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 have been duly authorized by all necessary corporate action on the part of Seller and this Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against it in accordance with its terms, except as limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws, now or hereafter in effect, affecting creditors' rights generally or (B) general principles of equity.

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, and has the 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 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 constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, except as limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws, now or hereafter in effect, affecting creditors' rights generally or (B) general principles of equity.

(c) Purchaser's Net Worth . Purchaser is a solvent corporation and has a net worth of at least \$25,000,000, determined in accordance with generally accepted accounting principles consistently applied.

ARTICLE IV

Miscellaneous

Section 4.01. Further Assurances. Upon written request of Purchaser, Seller at any time and from time to time will at Seller's sole cost and expense promptly execute and deliver to Purchaser 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 and Assets 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, its successors and assigns, 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, its successors and assigns, any and all actions, suits and proceedings at law, in equity or otherwise, which Purchaser, its successors and assigns, may deem proper in order to collect 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 an act of Seller, or by its bankruptcy, reorganization, liquidation, winding up, or dissolution, or in any other manner or for any reason whatsoever.

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

Section 4.04. 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.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, each thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

WESTINGHOUSE CREDIT CORPORATION

By *John R. Maguire*
Title: *Equipment Manager*
Address: One Oxford Centre
Pittsburgh, PA 15219
Attention: Equipment Manager

Date:

CHRYSLER CAPITAL CORPORATION

By *MR. Handford*
Title: *SVP*
Address: 225 High Ridge Road
Stamford, CT 06905

Date:

SCHEDULE A

NORFOLK AND WESTERN RAILWAY COMPANY

A. UNITS

<u>Quantity</u>	<u>Description and Numbers</u>
4	2,000 horsepower diesel-electric locomotives manufactured in the second quarter of 1977 by the Electro-Motive Division of General Motors Corporation; model GP38-2; builder's serial numbers 766065-1 through 766065-4; General Motors specifications No. 8090; numbers NW 4160-4163, both inclusive.

B. GENERAL LEASE INFORMATION

- (i) **TERM AND DATES:** Fifteen (15) years, commencing June 2, 1977 and terminating July 1, 1992.
- (ii) **BASIC RENTAL:** Thirty (30) semiannual rents, payable, in arrears, on January 1 and July 1; payments equal to 4.547060% of total cost; last fixed rental payment due July 1, 1992.

C. LEASE TRANSACTION DOCUMENTS

1. Trust Agreement between Borg-Warner Leasing Corporation (Trustor) and First National Bank and Trust Company of Evanston (Trustee). Dated as of 5/1/77.
2. Conditional Sale Agreement between General Motors Corporation (Manufacturer) and First National Bank and Trust Company of Evanston (Vendee). Dated as of 5/1/77.
3. Agreement and Assignment between General Motors Corporation (Manufacturer) and First National Bank of Minneapolis (Agent and Assignee). Dated as of 5/1/77.
4. Equipment Lease among First National Bank and Trust Company of Evanston (Trustee, Lessor) and Illinois Terminal Railroad Company (Lessee). Dated as of 5/1/77.
5. Finance Agreement among First National Bank of Minneapolis (Agent and Assignee), Illinois Terminal Railroad Company and Jefferson Standard Life Insurance Company. Dated as of 5/1/77.
6. Indemnity Agreement among Illinois Terminal Railroad and Borg-Warner Leasing Corporation (Trustor). Dated as of 5/1/77.