

RECORDATION NO. 15707-04-D FILED

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

MAR 11 '98

12-45 PM

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

March 11, 1998

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
MAR 11 12 44 PM '98

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: Sonoma Trust III

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Assignment and Assumption Agreement, dated as of March 11, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Leases and other documents associated therewith, which were previously filed with the Commission/Board under the Recordation Numbers on the schedule attached hereto. Please file the Assignment and Assumption Agreement under Recordation Number 15707-E and cross-index under the remaining Recordation Numbers.

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

Assignor: GATX Third Aircraft Corporation  
Four Embarcadero Center, Suite 2200  
San Francisco, California 94111

Assignee: Wilmington Trust Company, as Trustee  
of Sonoma Trust III  
1100 North Market Street  
Wilmington, Delaware 19890

*Counterparts - [Signature]*

Mr. Vernon A. Williams  
March 11, 1998  
Page 2

A description of the railroad equipment and lease documents covered by the enclosed document is set forth on the schedules attached thereto.

Also enclosed is a check in the amount of \$264.00 payable to the order of the Surface Transportation Board covering the required recordation fees and cross-indexing fees.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

SONOMA TRUST III  
CROSS-INDEX SCHEDULE

- 15707-~~F~~-<sup>e</sup>
- 15883-D
- 16760-C ✓
- 17892-X
- 17942-H
- 17971-C
- 17978-C
- 18055-E
- 18509-L
- 18922-B
- 19061-C

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15707-~~B~~  
(+) 10

# SURFACE TRANSPORTATION BOARD

WASHINGTON, DC., 20423-0001

OFFICE OF THE SECRETARY  
Robert W. Alvord  
Alvord and Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

DATE: 3/11/98

Dear Sir:

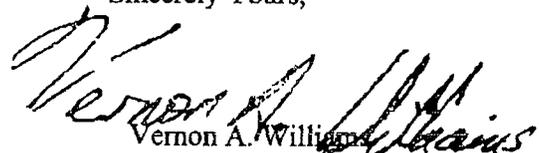
The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C

11301 and 49 CFR 1177.3 (c), on 3/11/98

at 12:45PM

assigned recordation numbers (s). 21269, (14097-F, 15460-D, 15620-I, 17892-V, 17942-G,  
18415-C, 18509-J and 18847-I); (15616-C, 15620-J, 15707-~~0~~, 16048-C, 16399-D, 16760-B,  
17040-E, 17656-D, 17787-B, 17892-W, 18048-C, 18055-D, 18509-K, 18847-J, 18929-B,  
19005-B and 19748-B); (15707-~~0~~, 15883-D, 16760-C, 17892-X, 17942-H, 17978-C, <sup>17971-C</sup>,  
18055-E, 18509-L, 18922-B and 19061-C.

Sincerely Yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

888.00

\$-----The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee you will receive a notification after the Surface Transportation Board has had an opportunity to examine your document.



RECORDATION NO. 15707 FILED

MAR 11 '98 12-45 PM

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of March 11, 1998, is by and between GATX THIRD AIRCRAFT CORPORATION, a Delaware corporation ("GATX") and SONOMA TRUST III, a Delaware business trust (the "Trust").

**WITNESSETH:**

WHEREAS, GATX has acquired certain assets from Pitney Bowes Credit Corporation ("PBCC") pursuant to a certain Asset Purchase Agreement dated as of August 30, 1997, as amended by Amendment No. 1 to the Asset Purchase Agreement dated as of September 30, 1997;

WHEREAS, the Trust is being formed by GATX and, in exchange for beneficial interest in the Trust, GATX has agreed to transfer and contribute to the Trust, all of GATX's right, title and interest in and to certain equipment and the leases covering such equipment pursuant to the Contribution Agreement dated as of February 5, 1998 between the Trust and GATX (the "Contribution Agreement") (capitalized terms used but not defined herein to have the meanings ascribed to them in the Contribution Agreement);

WHEREAS, the parties hereto wish to effect the contribution by GATX to the Trust of all the right, title and interest of GATX in and to the Lease Documents and any security interests granted thereby, and the assumption by the Trust of all the obligations of GATX under the Lease Documents which accrue from and after the Contribution Date;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Assignment. GATX does hereby ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO THE TRUST, ITS SUCCESSORS AND PERMITTED ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of GATX's right, title and interest in and to the Lease Documents listed on Schedule 1 and any security interests granted thereby.
2. Assumption. The Trust accepts the assignment set forth above and hereby confirms that it shall be deemed a party to the Lease Documents on the

Contribution Date, and the Trust agrees to be bound by all of the terms of and assumes all of the duties and obligations of GATX contained in the Lease Documents; provided, that such duties or obligations occur or arise from and after the Contribution. Upon the effectiveness of this Agreement and except as provided elsewhere in the Lease Documents, GATX shall be released and discharged from and shall not be responsible to any Person for the discharge or performance of any duty or obligation pursuant to or in connection with the Lease Documents to the extent, but only to the extent, occurring or arising from and after the Contribution, and the Trust shall be substituted in lieu of GATX as a party to each of the Lease Documents to which GATX is a party. Upon the effectiveness of this Agreement, the Trust shall not be responsible to any Person for the discharge or performance of any duty or obligation of GATX in connection with the Lease Documents occurring or arising prior to the Contribution or any duty or obligation in connection with any Prior Claim.

3. Further Assurances. GATX agrees to execute and deliver such further documents, and to do such further things, as the Trust may reasonably request in order to more fully effect this Agreement and the transactions contemplated hereby and by the Contribution Agreement. The Trust agrees to execute and deliver such further documents, and to do such further things, as GATX may reasonably request in order to more fully effect this Agreement and the transactions contemplated hereby and by the Contribution Agreement.

4. GOVERNING LAW. THIS INSTRUMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

5. 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.

6. Effectiveness. This Agreement shall become effective on the Contribution Date after it has been duly executed and delivered by the parties hereto.

7. Notices. All notices and documents delivered hereunder shall be in writing, and shall be forwarded by certified mail, return receipt requested, postage prepaid, or personally delivered, and addressed as follows:

If to GATX:	GATX Third Aircraft Corporation Four Embarcadero Center, Suite 2200 San Francisco, CA 94111 Attention: Contracts Administration Fax: (415) 955-3416
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If to The Trust:       Sonoma Trust III  
                              c/o Wilmington Trust Company, as Trustee  
                              Corporate Financial Services Division  
                              Rodney Square North  
                              1100 North Market Street  
                              Wilmington, Delaware 19890  
                              Attention: Corporate Trust Administration  
                              Facsimile: (302) 651-8882

8.     Limited Liability. It is expressly understood and agreed by the parties hereto that (a) this Agreement has been executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee of the Trust in the exercise of the powers and authority conferred and vested in it as Trustee under the Trust Agreement of the Trust, (b) each of the representations, undertakings and agreements made on the part of the Trust herein are made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but are made and intended for the purpose of binding only the Trust, (c) nothing contained herein shall be construed as creating any liability on Wilmington Trust Company, individually or personally, to perform any covenants either expressed or implied contained herein, all such liability, if any, being expressly waived by GATX and by any Person claiming by, through or under GATX and (d) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this Agreement.

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

GATX THIRD AIRCRAFT CORPORATION

By: Thomas C. Nord  
Name: **Thomas C. Nord**  
Title: **VICE PRESIDENT**

SONOMA TRUST III

By: WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as  
Trustee

By: \_\_\_\_\_  
Name:  
Title:

State of California )  
 )  
County of San Francisco )

On March 5, 1998 before me, D. M. Steinway, Notary Public, personally appeared Thomas C. Nord, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



*D. M. Steinway*  
\_\_\_\_\_  
Notary Public

07/20/00 MON 00:11:11A 202 000 0000 100 PMB 011

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

**GATX THIRD AIRCRAFT CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SONOMA TRUST III**

By: **WILMINGTON TRUST COMPANY,**  
not in its individual capacity but solely as  
Trustee

By:  \_\_\_\_\_  
Name:  
Title:

**Patricia A. Evans**  
**Financial Services Officer**

STATE OF DELAWARE )  
 ) ss.  
COUNTY OF NEW CASTLE )

Personally appeared before me, Kathleen A. Pedelini, a Notary Public in and for said State and County, Patricia A. Evans, a Financial Services Officer of Wilmington Trust Company, a Delaware banking corporation, acting as trustee for Sonoma Trust III, a Delaware business trust, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 24<sup>th</sup> day of February, 1998.

Kathleen A. Pedelini (Seal)  
Notary Public  
My Commission Expires:

KATHLEEN A. PEDELINI  
NOTARY PUBLIC  
My Commission expires October 31, 1998

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**SCHEDULE 1  
TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT (SONOMA  
TRUST III)**

**LEASE OPERATIVE DOCUMENTS**

**CONSOLIDATION COAL - 030-0069682-801**

Master Equipment Lease Agreement Dated as of February 9, 1990 Between Pitney Bowes Credit Corporation, Lessor and Consolidation Coal Company, Lessee

First Amendment to Purchase Agreement Dated as of February 7, 1990 Between Union Electric Company, Purchaser and Trinity Industries, Inc., Seller

Agreement of Assignment Dated as of February 7, 1990, Between Union Electric Company, Assignor, and Consolidation Coal Company, Assignee

Consent and Agreement Dated as of February 7, 1990 Between Trinity Industries, Inc. and Union Electric Company

Agreement of Assignment Dated as of February 7, 1990, Between Consolidation Coal Company, Assignor and Pitney Bowes Credit Corporation, Assignee

Consent and Agreement Dated as of February 7, 1990 Between Trinity Industries, Inc., Consolidation Coal Company and Pitney Bowes Credit Corporation

Marketing and Residual Sharing Agreement Dated as of May 21, 1990 Between Residual Based Finance Corporation and Pitney Bowes Credit Corporation

Lease Schedule No. 801 Dated as of February 20, 1990 Between Pitney Bowes Credit Corporation, Lessor and Consolidation Coal Company, Lessee

**CONSOLIDATION COAL - 030-0069682-802**

Master Equipment Lease Agreement Dated as of February 9, 1990 Between Pitney Bowes Credit Corporation, Lessor and Consolidation Coal Company, Lessee

First Amendment to Purchase Agreement Dated as of February 7, 1990 Between Union Electric Company Purchaser and Trinity Industries, Inc., Seller

Agreement of Assignment Dated as of February 7, 1990, Between Union Electric Company, Assignor, and Consolidation Coal Company, Assignee

Consent and Agreement Dated as of February 7, 1990 Between Trinity Industries, Inc. and Union Electric Company

Agreement of Assignment Date as of February 7, 1990, Between Consolidation Coal Company, Assignor and Pitney Bowes Credit Corporation, Assignee

Consent and Agreement Dated as of February 7, 1990 Between Trinity Industries, Inc., Consolidation Coal Company and Pitney Bowes Credit Corporation

Marketing and Residual Sharing Agreement Dated as of May 21, 1990 Between Residual Based Finance Corporation and Pitney Bowes Credit Corporation

Lease Schedule No. 802 Dated as of March 20, 1990 Between Pitney Bowes Credit Corporation, Lessor and Consolidation Coal Company, Lessee

**CONAGRA, INC. - 030-1801174-807**

Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee

Memorandum Dated as of February 28, 1995 of Master Equipment Lease Agreement Dated as of April 24, 1992 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc., Lessee - Addendum A Termination Values and Addendum B Stipulated Loss Values attached thereto

Lease Schedule No. 807 Dated as of February 28, 1995 Between Pitney Bowes Credit Corporation, Lessor and ConAgra, Inc. Lessee

**HUNTSMAN POLYPROPYLENE - 030-7717432-801**

Master Equipment Lease Agreement No. 0057059 Dated as of September 18, 1992 between Pitney Bowes Credit Corporation, Lessor and Eastman Kodak Company through its division Eastman Chemical Company, Lessee

(See Lease Schedule 803 for Lease Schedule 801)

Assignment, Assumption and Amendment Agreement dated as of December 31, 1993 between Eastman Kodak Company, Assignor, Eastman Chemical Company, Assignee, and Pitney Bowes Credit Corporation

Guaranty Agreement Dated as of December 30, 1994 Between Huntsman Chemical Corporation, Guarantor in favor of Pitney Bowes Credit Corporation

Letter of Credit Agreement No. S-1536 Dated as of December 30, 1994 issued by West One Bank for the benefit of Pitney Bowes Credit Corporation

Credit Agreement Dated as of October 1, 1994 between Huntsman Chemical Corporation, Borrower and West One Bank, Lender

Partial Assignment, Assumption and Amendment Agreement Dated as of December 30, 1994 Between Eastman Kodak Company, Assignor, Huntsman Polypropylene Corporation, Assignee and Pitney Bowes Credit Corporation

**MISSISSIPPI POWER 034-0054759-801 (a.k.a. 034-0053215-805)**  
Master Equipment Lease Agreement Dated as of September 22, 1988 Between Pitney Bowes Credit Corporation, Lessor and Mississippi Power Company, Lessee - Schedule "A" Railroad Equipment attached thereto

Schedule B (Lease Schedule No. 805) to Master Equipment Lease Agreement No. 0053215 Dated as of September 22, 1988 Between Pitney Bowes Credit Corporation, Lessor and Mississippi Power Company, Lessee, with Rental Payment Attachment

Letter Amendment to Schedule B (Lease Schedule 801) Dated as of November 17, 1988 executed by Pitney Bowes Credit Corporation, Lessor and Mississippi Power Company, Lessee

Schedule C (Stipulated Loss Values and Termination Values) attached to Master Equipment Lease Agreement No. 0053215 Dated as of September 22, 1988 Between Pitney Bowes Credit Corporation, Lessor and Mississippi Power Company, Lessee

**MONTELL (HIMONT) USA INC. - 034-0056680-801 (a.k.a. 034-0046680-801)**  
Master Equipment Lease Agreement Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation (Lessor) and Himont U.S.A., Inc., as amended by that certain Amendment Agreement dated as of September 26, 1997 between Montell USA Inc. and Pitney Bowes Credit Corporation, together with exhibits thereto

Lease Schedule No. 801 Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee B Schedule A Equipment List, Addendum B Stipulated Loss Value attached thereto

**MONTELL (HIMONT) USA INC. - 034-0056680-804 (a.k.a. 034-0046680-804)**  
Master Equipment Lease Agreement Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation (Lessor) and Himont U.S.A., Inc., as amended by that certain Amendment Agreement dated as of September 26, 1997 between Montell USA Inc. and Pitney Bowes Credit Corporation, together with exhibits thereto

Lease Schedule No. 804 Dated as of October 21, 1988 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee B Schedule A Equipment List, Addendum B Stipulated Loss Value attached thereto

Letter revising rent payment schedule and equipment cost dated June 29, 1989

**MONTELL (HIMONT) USA INC. - 034-0056680-806 (a.k.a. 034-0046680-806)**

Master Equipment Lease Agreement Dated as of June 9, 1988 Between Pitney Bowes Credit Corporation (Lessor) and Himont U.S.A., Inc., as amended by that certain Amendment Agreement dated as of September 26, 1997 between Montell USA Inc. and Pitney Bowes Credit Corporation, together with exhibits thereto

Lease Schedule No. 806 Dated as of December 5, 1988 Between Pitney Bowes Credit Corporation, Lessor and Himont U.S.A., Inc., Lessee B Schedule A Equipment List, Addendum B Stipulated Loss Value attached thereto

Letter revising rent payment schedule and equipment cost dated June 29, 1989.

**TRINITY INDUSTRIES (CRYSTAL CAR LINE) - 030-0063750-801**

Railroad Equipment Lease Dated as of October 9, 1992, Between Trinity Industries Leasing Company, Lessee and Pitney Bowes Credit Corporation, Lessor - Schedule 1 Stipulated Loss Value, Schedule 2 Termination Value and Schedule 3 Railroad Car Net Lease Agreement Dated as of June 17, 1992 attached thereto

Acceptance Certificate No. 1 Dated as of October 9, 1992

Railroad Equipment Lease Supplement Dated as of October 9, 1992 Between Pitney Bowes Credit Corporation, Lessor and Trinity Industries Leasing Company, Lessee

Trinity Industries Leasing Company Railroad Car Net Lease Agreement Dated as of June 17, 1992 Between Trinity Industries Leasing Company and Crystal Car Lines, Inc.

Rider One (1) to Railroad Car Net Lease Agreement Dated as of June 17, 1992 Between Trinity Industries Leasing Company, Lessor and Crystal Car Line, Inc., Lessee

Rider Two (2) to Railroad Car Net Lease Agreement Dated as of June 17, 1992 Between Trinity Industries Leasing Company, Lessor and Crystal Car Line, Inc., Lessee

Rider Three (3) to Railroad Car Net Lease Agreement specifications for Tank Cars

**SAN MANUEL ARIZONA - 030-0063842-801**

Lease Addendum No. 1 Dated as of April 9, 1996 Between Pitney Bowes Credit Corporation, Lessor and BHP Copper Inc., formerly Magma Copper Company, Lessee

Assignment and Assumption Agreement Dated as of December 3, 1992 Between Magma Copper Company, Assignor and San Manuel Arizona Railroad Company, Assignee and Pitney Bowes Credit Corporation, Lessor

07/19/90 MON 08:20 FAX 202 565 9003 ICC FMB 017  
Memorandum of Assignment of Master Equipment Lease Agreement Dated as of June 3, 1994 Between Magma Copper Company, Transferor San Manuel Arizona Railroad Company, Transferee and Pitney Bowes Credit Corporation, Lessor

Lease Schedule No. 801 Dated as of December 23, 1992 Between Pitney Bowes Credit Corporation, Lessor and Magma Copper Company, Lessee. - Addendum A-Stipulated Loss Value and Addendum B Termination Value Table attached thereto

Master Equipment Lease Agreement Dated as of December 3, 1992 Between Pitney Bowes Credit Corporation, Lessor and Magma Copper Company, Lessee

**FARMLAND INDUSTRIES - 030-1801323-801**

Master Equipment Lease Agreement Dated as of October 14, 1992, Between Pitney Bowes Credit Corporation, Lessor and Farmland Industries, Inc., Lessee

Memorandum of Master Equipment Lease Agreement dated October 14, 1992

Lease Schedule No. 801 Dated as of October 20, 1993 Between Pitney Bowes Credit Corporation, Lessor and Farmland Industries, Inc., Lessee. - Addendum B-Stipulated Loss & Termination Value Schedule attached thereto

**MINNESOTA CORN - 030-7715030-804**

Master Equipment Lease Dated as of November 30, 1993, Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee. - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Lease Schedule No. 804 Dated as of May 20, 1994 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Memorandum of Master Equipment Lease Agreement, effective May 20, 1994 and filed with the Interstate Commerce Commission on May 24, 1994

**MINNESOTA CORN - 030-7715030-805**

Master Equipment Lease Dated as of November 30, 1993, Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Lease Schedule No. 805 Dated as of May 31, 1994 Between Pitney Bowes Credit Corporation, Lessor and Minnesota Corn Processors, Lessee - Addendum A-Stipulated Loss Value Schedule & Termination Value Table attached thereto

Memorandum of Master Equipment Lease Agreement, effective May 31, 1994 and filed with the Interstate Commerce Commission on June 7, 1994

**SAN MANUEL ARIZONA - 030-7745243-801**

Equipment Lease Agreement Dated as of July 28, 1994 Between Pitney Bowes Credit Corporation, Lessor and Magma Copper Company, Lessee

Memorandum of Equipment Lease Agreement and Assignment of Equipment Lease Agreement Dated as of August 1, 1994 Between Magma Copper Company, Transferor and San Manuel Arizona Railroad Company, Transferee and Pitney Bowes Corporation, Lessor

Lease Schedule No. 801 Dated as of July 28, 1994 Between Pitney Bowes Credit Corporation, Lessor and Magma Copper Company, Lessee

Assignment and Assumption Agreement Dated as of July 28, 1994 Between Magma Copper Company, Assignor and San Manuel Arizona Railroad Company, Assignee and Pitney Bowes Credit Corporation, Lessor. - Casualty Value Table & Termination Value Table attached thereto

Lease Addendum No. 1 Dated as of April 9, 1996, Between Pitney Bowes Credit Corporation, Lessor and BHP Copper Inc., formerly Magma Copper Company, Lessee

**OHIO VALLEY ELECTRIC - 030-7744931-801**

Railcar Lease Dated as of November 1, 1994 Between Pitney Bowes Credit Corporation, Lessor, and Ohio Valley Electric Corporation, Lessee

Tax Indemnification Agreement Dated as of November 1, 1994 Between Ohio Valley Electric Corporation, Lessee, and Pitney Bowes Credit Corporation, Lessor.

Assignment of Purchase Agreement Dated as of November 11, 1994 Between Ohio Valley Electric Corporation, Assignor, and Pitney Bowes Credit Corporation, Assignee

Consent and Agreement Dated as of November 11, 1994 by Johnstown America Corporation, Seller

Lease Supplement No. 1 Dated as of November 14, 1994 Between Pitney Bowes Credit Corporation, Lessor, and Ohio Valley Electric Corporation, Lessee - Lease Supplement No. 1 includes Adjusted Stipulated Loss Values and Termination Values attached thereto

07/10/00 MON 08:20 FAX 202 565 8003 EQUIPMENT SCHEDULE ACC FMB 020  
**TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT  
(SONOMA TRUST III)**

**Equipment Lease Specifications Sheet**

Lease Number: 030-0069682-801  
Lessee Name: Consolidation Coal Company Rec. No. 16760  
Lessee Address: Consol Plaza  
1800 Washington Road  
Pittsburgh, PA 15241  
Attn: Vice President and Treasurer

Equipment Description:  
Number of Units 105  
Description 5-pocket, 105 ton, 4,000 cubic foot, aluminum body -  
steel underframe mechanized rapid discharge II open  
hopper coal rail cars.  
Car Markings ACCX 90001-90008, 90010-90105, 90107  
Manufacturer Trinity Industries, Inc.  
Year Built 1990  
Casualties Yes, 1 unit in 8/95 (ACCX 90017)  
Cars Remaining 104

**Equipment Lease Specifications Sheet**

Lease Number: 030-0069682-802  
Lessee Name: Consolidation Coal Company Rec. No. 16760  
Lessee Address: Consol Plaza  
1800 Washington Road  
Pittsburgh, PA 15241  
Attn: Vice President and Treasurer

Equipment Description:  
Number of Units 68  
Description 5-pocket, 105 ton, 4,000 cubic foot, aluminum body -  
steel underframe mechanized rapid discharge II open  
hopper coal rail cars.  
Car Marking ACCX 90106, 90108-90174  
Manufacturer Trinity Industries, Inc.  
Year Built 1990  
Casualties One (ACCX 90120)  
Cars Remaining 67

**Equipment Lease Specifications Sheet**

Lease Number: 030-1801174-807  
Lessee Name: ConAgra, Inc. Rec. No. 17892  
Lessee Address: One ConAgra Drive  
Omaha, NE 68102  
Attn: Sr. V.P. Finance

Equipment Description:  
Number of Cars 1  
Description Used 1970 7TM Trackmobile, s/n #7TM-7287.  
Manufacturer  
Year Built 1970  
Casualties None  
Cars Remaining 1

**Equipment Lease Specifications Sheet**

Lease Number: 030-7717432-801  
 Lessee Name: Huntsman Chemical Corporation  
 Lessee Address: Huntsman Polypropylene Corporation **Rec. No. 17942**  
 Mantua Grove Road  
 P.O. Box 700  
 Woodbury, New Jersey 08096  
 Attn: Controller

Equipment Description:  
 Number of Units 14  
 Description 5250 cu.ft., covered Hopper Cars  
 Car Markings 000787HC, 870, 874-877, 879, 891, 5582, 5631, 5645,  
 5672, 5681, 5689  
 Manufacturer ACF Industries  
 Year Built 1992  
 Casualties none  
 Cars Remaining 14

**Equipment Lease Specifications Sheet**

Lease Number: 034-0054759-801  
 Lessee Name: Mississippi Power Company **Rec. No. 15883**  
 Lessee Address: 2992 West Beach  
 Gulfport, Mississippi 39501  
 Attn: Treasurer

Equipment Description:  
 Number of Units 95  
 Description 95 Trinity Quick Dump Aluminum Coal Hopper Cars  
 20 Aluminum Body Replacement Car Sets Parts  
 Car Markings DEGX 88401-88495  
 Manufacturer Trinity Industries, Inc.  
 Year Built 1988  
 Casualties None  
 Cars Remaining 95

**Equipment Lease Specifications Sheet**

Lease Number: 034-0056680-801  
 Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)  
 Lessee Address: 3 Little Falls Centre **Rec. No. 15707**  
 2901 Centerville Road  
 Wilmington, DE 19808  
 Attn: Manager of Transportation & Equipment

Equipment Description:  
 Number of Units 100  
 Description 5700 cu. ft., covered rail hopper cars  
 Car Markings HPIX 88001-100  
 Manufacturer ACF, Inc.  
 Year Built 1988  
 Casualties None  
 Cars Remaining 100

### Equipment Lease Specifications Sheet

Lease Number: 034-0056680-804  
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)  
Lessee Address: 3 Little Falls Centre  
2901 Centerville Road  
Wilmington, DE 19808  
Atm: Manager of Transportation & Equipment  
Rec. No. 15707

Equipment Description:  
Number of Units 100  
Description 5700 cu. ft., covered rail hopper cars,  
Car Markings HPIX 88200-299  
Manufacturer ACF, Inc.  
Year Built 1988  
Casualties none  
Cars Remaining 100

### Equipment Lease Specifications Sheet

Lease Number: 034-0056680-806  
Lessee Name: Montell USA, Inc. (f/k/a Himont USA, Inc.)  
Lessee Address: 3 Little Falls Centre  
2901 Centerville Road  
Wilmington, DE 19808  
Atm: Manager of Transportation & Equipment  
Rec. No. 15707

Equipment Description:  
Number of Units 100  
Description 5700 cu. ft., covered rail hopper cars,  
Car Markings HPIX 88401-500  
Manufacturer ACF, Inc.  
Year Built 1988  
Casualties one (HPIX 88477)  
Cars Remaining 99

### Equipment Lease Specifications Sheet

Lease Number: 030-0063750-801  
Lessee Name: Trinity Industries Leasing Company  
Lessee Address: 2705 State Street  
Chicago Heights, Illinois 60411  
Sublessee: Crystal Car Lines  
Rec. No. 17971

Equipment Description:  
Number of Cars 140  
Description 17,574 gallon capacity DOT 111A100W1 railroad tank cars  
Car Markings CCLX 1200-339  
Manufacturer Trinity Industries, Inc.  
Year Built 1992  
Casualties Two (inferred, only 1 letter but rental adjustments appear to so indicate) (CCLX 1290, CCLX 1253)  
Cars Remaining 138

**Equipment Lease Specifications Sheet**

Lease Number: 030-0063842-801  
Lessee Name: San Manuel Arizona Railroad Company (sub of BHP)  
BHP Copper Inc. (formerly Magna Copper Company)  
(Indirect, wholly-owned subsidiary of Broken Hill  
Proprietary Company Limited)  
Lessee Address: 7400 North Oracle Road, Suite 200  
Tucson, AZ 85704 **Rec. No. 18055**

Equipment Description:  
Number of Cars 53  
Description 13,946 Gallon Capacity Non-Coil and Non-Insulated  
Railroad Tank Cars, DOT111A100W2  
Car Markings PVCX 13290-299, 302, 304, 306, 315, 320, 351-353,  
355-379, 381, 382, 384-387, 389, 390, 393, 396  
Manufacturer Trinity Industries, Inc.  
Year Built 1992  
Casualties none  
Cars Remaining 53

**Equipment Lease Specifications Sheet**

Lease Number: 030-1801323-801  
Lessee Name: Farmland Industries, Inc.  
Lessee Address: 3315 N. Oak Trafficway  
Kansas City, MO 64116-0005 **Rec. No. 17978**  
Attn: Corporate Finance

Equipment Description:  
Number of Cars 30  
Description ACF 25320 gallon tank cars  
DOT #111A100W1  
Car Markings FLIX 9001-9030  
Manufacturer ACF  
Year Built 1992  
Casualties None  
Cars Remaining 30

**Equipment Lease Specifications Sheet**

Lease Number: 030-7715030-804  
Lessee Name: Minnesota Corn Processors Rec. No. 18509  
Lessee Address: 901 North Highway 59  
Marshall MN 56258

Equipment Description:  
Number of Cars 24  
Description 100 Ton Roller Bearing 30,000 Gallon NC/NI Tank Cars  
with Handle Extensions and Lifter Assister installed  
Car Markings AMIX 300025-300045, 300047-300049  
Manufacturer ACF Industries  
Year Built 1994  
Casualties None  
Cars Remaining 24

**Equipment Lease Specifications Sheet**

Lease Number: 030-7715030-805  
Lessee Name: Minnesota Corn Processors Rec. No. 18509  
Lessee Address: 901 North Highway 59  
Marshall MN 56258

Equipment Description:  
Number of Cars 11  
Description 30143 WG, 119-3/8 ID, NC& NI, DOT111A100W1  
Railroad Tankcars  
Car Markings AMIX 300057, 62, 63, 66, 68, 69, 70, 72, 73, 74, 67  
Manufacturer Trinity Industries, Inc.  
Year Built 1994  
Casualties None  
Cars Remaining 11

**Equipment Lease Specifications Sheet**

Lease Number: 030-7745243-801  
Lessee Name: San Manuel Arizona Railroad Company (sub of BHP)  
BHP Copper Inc. (formerly Magna Copper Company)  
(Indirect, wholly-owned subsidiary of Broken Hill  
Proprietary Company Limited)  
Lessee Address: 7400 North Oracle Road, Suite 200  
Tucson, AZ 85704 Rec. No. 18922

Equipment Description:  
Number of Cars 100  
Description 13,946 Gallon Capacity Non-Coil and Non-Insulated  
Railroad Tank Cars, DOT111A100W1, Model 40-139-3  
Car Markings PV CX 13410-509  
Manufacturer Trinity Industries, Inc.  
Year Built 1994  
Casualties 1 (PUCX 13447)  
Cars Remaining 99

**Equipment Lease Specifications Sheet**

**Lease Number:** 033-7744931-801  
**Lessee Name:** Ohio Valley Electric Corporation  
**Lessee Address:** c/o American Electric Power Service Corporation  
1 Riverside Plaza  
Columbus, OH 43215  
Attn: Vice President **Rec. No. 19061**

**Equipment Description:**  
Number of Units 500  
Description Aluminum Bethgon Coalporter Railcars (Gondolas)  
Car Markings OVEX 6001-500  
Manufacturer Johnston America Corporation  
Year Built 1994  
Casualties 22 - OVEX 6002, 13, 20, 21, 23, 31, 35-38, 40, 42, 43,  
45, 53, 55, 64, 67-69, 77, 97  
Cars Remaining 478