

1-189A025

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RECORDATION NO 14159-C FILED 1425

JUL 8 1991 -10 35 AM

July 3, 1991 INTERSTATE COMMERCE COMMISSION

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

Re: Recordation No. 14159  
Railroad Equipment Lease Agreement

Dear Mr. Strickland:

On behalf of PLM Transportation Equipment Corporation, a California corporation, I submit for filing and recording under 49 U.S.C. Section 1130(a) and the regulations promulgated thereunder, two executed originals and two photocopy counterparts of a secondary document, not previously recorded, entitled Assignment and Assumption Agreement, made as of June 28, 1991. The aforesaid document relates to that certain Railroad Equipment Lease Agreement executed August 16, 1983, and recorded with the Interstate Commerce Commission under Recordation No. 14159 on September 16, 1983. The aforesaid document should be filed under the next available letter designation under Recordation No. 14159.

The parties to the enclosed document are:

Greyhound Financial Corporation - Assignor  
(formerly Greyhound Leasing and Financial Corporation)  
Dial Tower  
Dial Corporate Centre  
Phoenix, Arizona 85077  
Attention: Vice President - Law Department

PLM Transportation Equipment Corporation - Assignee  
One Market Plaza  
Steuart Street Tower  
San Francisco, California 94105  
Attention: Michael A. Bull

The said document, among other things, is an assignment, transfer and sale by Greyhound Financial Corporation to PLM Transportation Equipment Corporation of its right, title and

Secretary of Interstate Commerce Commission  
July 3, 1991  
Page 2

interest in, to and under the above-mentioned Railroad Equipment Lease Agreement, the rolling stock covered thereby having been sold to and purchased by PLM Transportation Equipment Corporation who has requested and agreed to this assignment of the Railroad Equipment Lease Agreement.

The equipment covered by the document is the equipment covered in Exhibit D1 attached to the said Assignment and Assumption Agreements, a copy of the Assignment and Assumption Agreement and Exhibit D1 are attached hereto.

A short summary of the document to appear in the ICC Index is as follows:

"Assigns Lease."

Enclosed is a check in the amount of Fifteen Dollars (\$15.00) in payment of the filing fee.

Once the filing has been made, please return to me the stamped counterparts of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Sincerely,

MCCABE, SCHWARTZ, EVANS, LEVY & DAWE  
Professional Law Corporation



John J. Camozzi  
Attorney for PLM Transportation  
Equipment Corporation

JJC:bl

Enclosures

sidney.ltr/bl

**Interstate Commerce Commission**  
Washington, D.C. 20423

7/8/91

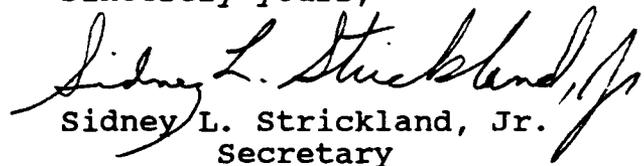
OFFICE OF THE SECRETARY

John J. Camozzi  
McCabe, Schwartz, Evans, Levy & Dawe  
Concord Centre  
2300 Clayton Road, Ste. 1500  
Concord, California 94520-2100

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/8/91 at 10:35AM, and assigned recordation number(s). 14159-C.

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

REGISTRATION NO. 14159-C  
FILED 145  
JUL 8 1991 -10 55 AM  
INTERSTATE COMMERCE COMMISSION

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment and Assumption Agreement") is made as of this 28<sup>th</sup> day of June, 1991, by and among PLM Transportation Equipment Corporation, a California corporation ("TEC"), and Greyhound Financial Corporation (formerly Greyhound Leasing and Financial Corporation), a Delaware corporation ("Greyhound"). All capitalized terms used and not otherwise defined in this Assignment and Assumption Agreement shall have the meanings ascribed to them in the "Agreement", as hereinafter defined.

WHEREAS, Greyhound, as lessor has heretofore entered into that certain Railroad Equipment Lease Agreement ("Lease") dated as of August 16, 1983 (ICC #14159), as supplemented by the Supplement 1 and Rider No. 1, both as of August 16, 1983 with Solvay Polymers, Inc. (formerly Soltex Polymer Corporation ["Lessee"]) pursuant to which Greyhound as lessor leased to Lessee, and Lessee leased from Greyhound, certain railroad equipment (hereinafter the "Equipment") more fully described in Schedule D1 attached hereto (Equipment as defined herein, represents only the railroad equipment that currently exists under the Lease as of this date);

WHEREAS, Greyhound has sold the Lease and Equipment to TEC pursuant to an Asset Purchase Agreement dated June 26, 1991 ("Agreement"); and,

WHEREAS, to effectuate the purchase of the Equipment, TEC requested, and Greyhound agreed that, Greyhound would assign the Lease to TEC.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, Greyhound and TEC agree as follows:

1. Greyhound hereby assigns, sells and transfers the Lease to TEC without recourse.

2. TEC hereby assumes the Lease and all lessor obligations thereunder from the date hereof.

3. By this Assignment and Assumption Agreement, Greyhound represents and TEC acknowledges that only the Lease is being assigned by Greyhound and assumed by TEC, and that this document does not represent, expressly or impliedly, the assignment or assumption of any other agreement.

4. Greyhound shall in no way be deemed to guarantee the receipt of any rent due TEC after the date hereof under the Lease except as provided in the Agreement.

5. Greyhound hereby expressly authorizes TEC to furnish Lessee with, and authorizes the Lessee to follow, such directions relative to the payment of all sums which become payable under the Lease subsequent to the date hereof as TEC shall deem appropriate.

6. Greyhound hereby authorizes TEC to delete or cause the deletion of any reference to "Greyhound Financial Corporation, Owner Lessor," or "Greyhound Leasing and Financial Corporation, Owner Lessor," from any markings placed upon any Unit of Equipment (as defined in the Lease) pursuant to Section 17 of the Lease.

7. TEC shall, at its sole cost and expense, cause this Assignment and Assumption Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act.

8. This Assignment and Assumption Agreement shall inure to the benefit of, and shall be binding upon, TEC and Greyhound and their respective successors and assigns.

9. Amendments to this Assignment and Assumption Agreement may be made only by an instrument or instruments in writing signed by TEC and Greyhound.

IN WITNESS WHEREOF, TEC and Greyhound have executed and delivered this Assignment and Assumption Agreement on the day and year first above written.

PLM TRANSPORTATION EQUIPMENT  
CORPORATION

By: *Allen Hirsch*  
Name: ALLEN HIRSCH  
Title: PRES

GREYHOUND FINANCIAL CORPORATION

By: *Robert L. Grabham*  
Name: ROBERT L. GRABHAM  
Title: Sr. Vice President

State of Arizona )  
 ) ss  
County of Maricopa )

On this 27 day of June, 1991, before me, personally appeared Robert L. Graham, to me personally known, who, being by me duly sworn, says that he is a Senior Vice President of GREYHOUND FINANCIAL CORPORATION (formerly Greyhound Leasing & Financial Corporation), and that said instrument was on June 27, 1991, 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.

Stacey E. Royston  
Notary Public

My Commission Expires:  
My Commission Expires Feb. 14, 1993

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State of CALIFORNIA )  
 ) ss  
County of SAN FRANCISCO

On this 28th day of June, 1991, before me personally appeared ALLEN V. HIRSCH, to me personally known, who, being by me duly sworn, says that he is a PRESIDENT ~~Vice President~~ of PLM TRANSPORTATION EQUIPMENT CORPORATION, and that said instrument was on JUNE 28th, 1991, 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.

Lorraine Schwerin  
Notary Public

My Commission Expires:

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EXHIBIT DI

One Hundred Thirty Five (135) ACF 5,250 cubic foot, dry flow bottom dump hopper railcars subject to the Lease Agreement dated August 16, 1983 (ICC #14159), as supplemented by the Supplement 1 and Rider No. 1, both as of August 16, 1983, between Greyhound Financial Corporation (formerly known as Greyhound Leasing and Financial Corporation) and Solvay Polymers, Inc. (formerly Soltex Polymer Corporation).

CSPX 5420 - ELTX 300	CSPX 5840 - ELTX 341	CSPX 7033 - ELTX 382
CSPX 5334 - ELTX 301	CSPX 5841 - ELTX 342	CSPX 7034 - ELTX 383
CSPX 5417 - ELTX 302	CSPX 5842 - ELTX 343	CSPX 7035 - ELTX 384
CSPX 5466 - ELTX 303	CSPX 5843 - ELTX 344	CSPX 7036 - ELTX 385
CSPX 5513 - ELTX 304	CSPX 5844 - ELTX 345	CSPX 7037 - ELTX 386
CSPX 5543 - ELTX 305	CSPX 5845 - ELTX 346	CSPX 7038 - ELTX 387
CSPX 5723 - ELTX 306	CSPX 5846 - ELTX 347	CSPX 7039 - ELTX 388
CSPX 5782 - ELTX 307	CSPX 5847 - ELTX 348	CSPX 7040 - ELTX 389
CSPX 5807 - ELTX 308	CSPX 7000 - ELTX 349	CSPX 7041 - ELTX 390
CSPX 5808 - ELTX 309	CSPX 7001 - ELTX 350	CSPX 7042 - ELTX 391
CSPX 5809 - ELTX 310	CSPX 7002 - ELTX 351	CSPX 7043 - ELTX 392
CSPX 5810 - ELTX 311	CSPX 7003 - ELTX 352	CSPX 7044 - ELTX 393
CSPX 5811 - ELTX 312	CSPX 7004 - ELTX 353	CSPX 7045 - ELTX 394
CSPX 5812 - ELTX 313	CSPX 7005 - ELTX 354	CSPX 7046 - ELTX 395
CSPX 5813 - ELTX 314	CSPX 7006 - ELTX 355	CSPX 7047 - ELTX 396
CSPX 5814 - ELTX 315	CSPX 7007 - ELTX 356	CSPX 7048 - ELTX 397
CSPX 5815 - ELTX 316	CSPX 7008 - ELTX 357	CSPX 7049 - ELTX 398
CSPX 5816 - ELTX 317	CSPX 7009 - ELTX 358	CSPX 7050 - ELTX 399
CSPX 5817 - ELTX 318	CSPX 7010 - ELTX 359	CSPX 7051 - ELTX 400
CSPX 5818 - ELTX 319	CSPX 7011 - ELTX 360	CSPX 7052 - ELTX 401
CSPX 5819 - ELTX 320	CSPX 7012 - ELTX 361	CSPX 7053 - ELTX 402
CSPX 5820 - ELTX 321	CSPX 7013 - ELTX 362	CSPX 7054 - ELTX 403
CSPX 5821 - ELTX 322	CSPX 7014 - ELTX 363	CSPX 7055 - ELTX 404
CSPX 5822 - ELTX 323	CSPX 7015 - ELTX 364	CSPX 7056 - ELTX 405
CSPX 5823 - ELTX 324	CSPX 7016 - ELTX 365	CSPX 7057 - ELTX 406
CSPX 5824 - ELTX 325	CSPX 7017 - ELTX 366	CSPX 7058 - ELTX 407
CSPX 5825 - ELTX 326	CSPX 7018 - ELTX 367	CSPX 7059 - ELTX 408
CSPX 5826 - ELTX 327	CSPX 7019 - ELTX 368	CSPX 7060 - ELTX 409
CSPX 5827 - ELTX 328	CSPX 7020 - ELTX 369	CSPX 7061 - ELTX 410
CSPX 5828 - ELTX 329	CSPX 7021 - ELTX 370	CSPX 7062 - ELTX 411
CSPX 5829 - ELTX 330	CSPX 7022 - ELTX 371	CSPX 7063 - ELTX 412
CSPX 5830 - ELTX 331	CSPX 7023 - ELTX 372	CSPX 7064 - ELTX 413
CSPX 5831 - ELTX 332	CSPX 7024 - ELTX 373	CSPX 7065 - ELTX 414
CSPX 5832 - ELTX 333	CSPX 7025 - ELTX 374	CSPX 7066 - ELTX 415
CSPX 5833 - ELTX 334	CSPX 7026 - ELTX 375	CSPX 7067 - ELTX 416
CSPX 5834 - ELTX 335	CSPX 7027 - ELTX 376	CSPX 7068 - ELTX 417
CSPX 5835 - ELTX 336	CSPX 7028 - ELTX 377	CSPX 7069 - ELTX 418
CSPX 5836 - ELTX 337	CSPX 7029 - ELTX 378	CSPX 7070 - ELTX 419
CSPX 5837 - ELTX 338	CSPX 7030 - ELTX 379	CSPX 7071 - ELTX 420
CSPX 5838 - ELTX 339	CSPX 7031 - ELTX 380	CSPX 7072 - ELTX 421
CSPX 5839 - ELTX 340	CSPX 7032 - ELTX 381	CSPX 7073 - ELTX 422

CSPX 7074 - ELTX 423  
CSPX 7075 - ELTX 424  
CSPX 7076 - ELTX 425  
CSPX 7077 - ELTX 426  
CSPX 7078 - ELTX 427  
CSPX 7079 - ELTX 428  
CSPX 7080 - ELTX 429  
CSPX 7081 - ELTX 430  
CSPX 7082 - ELTX 431  
CSPX 7083 - ELTX 432  
CSPX 7084 - ELTX 433  
CSPX 7085 - ELTX 434