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October 6, 1993

RECORDATION NO. 7230-G FILED 1425

OCT 6 1993 -3 05 PM

INTERSTATE COMMERCE COMMISSION

Direct Dial: (202)466-6532

~~7320-UF~~ NUMBER WAS TRANSPOSED PER FIRM. TMS

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INTERSTATE COMMERCE COMMISSION

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary Strickland:

I have enclosed an original and three certified copies of each of the two documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document is a Bill of Sale, dated as of September 20, 1993, and the second document is an Assignment and Assumption Agreement, also dated as of September 22, 1993. Both are secondary documents. The primary documents to which these documents are connected are recorded under Recordation Nos. 7252 and 7320. We request that the Bill of Sale be recorded under Recordation Nos. 7252-A and 7320-F, and that the Assignment and Assumption Agreement be recorded under Recordation Nos. 7252-B and 7320-G.

9-12-94

The name and address of the party to the Bill of Sale is as follows:

First Union National Bank of Florida, as successor to Inter National Bank of Miami
214 Hogan Street
2nd Floor
Jacksonville, FL 32202

A description of the equipment covered by the Bill of Sale consists of 200 100-ton flat cars numbered CPI 31700-317199, inclusive and 12 70-ton flat cars numbered CPAA 570025-570036, inclusive. The following car numbers are casualties: CPI 317008, 317011, 317020, 317041, 317058, 317068, 317076, 317105, 317125, 317140, 317166, 317175, and 317198.

The names and addresses of the parties to the Assignment and Assumption Agreement are as follows:

Judith McDonald

Seller:

Westinghouse Leasing Corporation
1 Oxford Sentre
9th Floor
Pittsburgh, PA 15219

Purchaser:

LPCA Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the Assignment and Assumption Agreement consists of 12 70-ton flat cars numbered CPAA 570025-570036, inclusive.

A fee of $72.00 is enclosed. Please return both originals and two certified copies to:

Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

A short summary of the documents to appear in the index follows: (1) a Bill of Sale, dated as of September 20, 1993, by First Union National Bank of Florida, as successor to Inter National Bank of Miami, 214 Hogan Street, 2nd Floor, Jacksonville, FL 32202, covering 200 100-ton flat cars numbered CPI 31700-317199, inclusive and 12 70-ton flat cars numbered CPAA 570025-570036, inclusive; and (2) an Assignment and Assumption Agreement, dated as of September 22, 1993, between Westinghouse Leasing Corporation, 1 Oxford Sentre, 9th Floor, Pittsburgh, PA 15219 and LPCA Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111 covering 12 70-ton flat cars numbered CPAA 570025-570036, inclusive.

Very Truly Yours,

Louis E. Gitomer

RECORDATION NO. 7230-G FILED 1425
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INTERSTATE COMMERCE COMMISSION

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ASSIGNMENT AND ASSUMPTION AGREEMENT
(CP Rail)

This Assignment and Assumption Agreement (the "Agreement"), dated September 22, 1993, is by and between WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation ("Seller"), and LPCA CORPORATION, a Delaware corporation ("Purchaser").

RECITALS

Seller and Purchaser, among others, are parties to a Purchase Agreement, dated as of September 15, 1993 (the "Purchase Agreement"); and

The Purchase Agreement provides, among other things, for the execution and delivery of an assignment and assumption in substantially the form hereof to effect the sale by Seller to Purchaser of all right, title and interest of Seller in and to the Lease Assets referred to below, and the assumption by Purchaser of certain of the obligations of Seller under the lease transaction documents set forth on the attached Schedule 4.1(e) (the "Lease Documents").

NOW, THEREFORE, in consideration of the premises 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. Seller does hereby GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of Seller's right, title and interest in and to the following Lease Assets: (a) Seller's ownership interest in the Lease Property identified on the attached Schedule 4.1(f), title to which is held by the Trustee pursuant to the Trust Agreement, and (b) Seller's interest in the Lease Documents identified on the attached Schedule 4.1(e), excluding, however, in each case; any claim, cause of action, liability or obligation of any nature or description or other right to payment (other than the rights of Purchaser pursuant to Sections 6.1 and 6.3 of the Purchase Agreement) 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 THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 4 OF THE PURCHASE AGREEMENT AND IN THIS AGREEMENT, IF ANY, THE SALE OF THE LEASE PROPERTY IS MADE "AS IS, WHERE IS," AND SELLER SHALL NOT BE DEEMED TO HAVE MADE ANY FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOW OR HEREAFTER AS TO THE (i) VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF ANY LEASE PROPERTY, (ii) CREDITWORTHINESS OF THE LESSEE, (iii) ADEQUACY OF ANY INSURANCE COVERAGE APPLICABLE TO ANY LEASE PROPERTY, (iv) COLLECTIBILITY OF ANY AMOUNT UNDER ANY LEASE DOCUMENT, OR (v) TAX CHARACTERIZATION OF ANY LEASE.

3. Assumption. Purchaser hereby confirms that it shall be deemed a party to the CP Lease on completion of the Closing, and it agrees to be bound by all of the terms thereof and undertakes to assume all of the obligations of the Seller, contained in the CP Lease and all other Lease Documents which are binding on Purchaser, occurring or arising on and after the date hereof. Upon the delivery of this Agreement, Seller shall not be responsible to any person for the discharge or performance of any duty or obligation pursuant to or in connection with the CP Lease 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 of obligation of the Seller in connection with the CP Lease or any other Lease Document occurring or arising prior to the date hereof.

4. Further Assurances. Each of the parties hereto agrees to execute and deliver such further documents, and to do such further things, as the other party may reasonably request, and at the expense of the requesting party, in order to more fully effect this Agreement and the transactions contemplated by the Purchase Agreement.

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

6. 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.

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

SELLER: WESTINGHOUSE ELECTRIC CORPORATION

By: Anthony C. Ottenzo
Name: Anthony C. Ottenzo
Title: Vice President

PURCHASER: LPCA CORPORATION

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

State of California)
)
County of San Francisco)

On September 27, 1993 before me, Julie A. Cross, Notary Public, personally appeared **Thomas C. Nord**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her 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.

JULIE A. CROSS
COMM. #960204
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires MAR 12,1996

Notary Public

Capacity Claimed by Signer:
☐ Individual ☑ Corporate Officer _____ ☐ Partner ☐ Limited
☐ Attorney-in-fact ☐ Trustee Title(s) ☐ General
☐ Other _____
Signer is Representing _____

State of Pennsylvania)
County of Allegheny)

On September 27, 1993 before me, Sandra K. Pack, Notary Public, personally appeared Anthony C. Ritz, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Vice President of Westinghouse Electric Corporation and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her 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.

Notary Public

Notarial Seal
Sandra K. Pack, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 26, 1997
Member, Pennsylvania Association of Notaries

EXHIBIT 4.1(f)
LEASE PROPERTY & ORIGINAL COST

LESSEE	EQUIPMENT	OEC
Canadian Pacific	Twelve (12) 70-ton flush deck flat cars mfd. by Bethlehem in 1974; #CPA 570025-570036	$299,196
Consolidated Rail	Three (3) 90-ton depressed center flat cars mfd. by Maxson in 1974; ICC Road Nos. CR 766002-766004 (formerly EL7100-7102)	$106,145
	Three (3) 125-ton depressed center flat cars mfd. by Maxson in 1974; ICC Road Nos. CR766076-766078 (formerly EL7600-7601)	$212,223

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Schedule 4.1(e)

CANADIAN PACIFIC LTD.

LEASE DOCUMENTS

1. Equipment Trust Agreement dated as of October 15, 1973, between Inter National Bank of Miami, Trustee, and Borg Warner Equities Corporation. [conformed copy]

2. Purchase Agreement between Borg-Warner Equities Corporation and Metropolitan Life dated as of October 15, 1973.

3. Lease dated as of October 15, 1973 between Borg Warner Equities Corporation and Canadian Pacific Ltd. [conformed copy]

4. Assignment of Lease and Agreement dated as of October 15, 1973, between Borg Warner Equities Corporation and Inter National Bank of Miami, as Trustee. [conformed copy]

5. Bills of Sale from Bethlehem Steel Corporation to Inter National Bank of Miami, as Trustee.

6. Broker Fee Agreements dated October 3, 1973 between ITEL Leasing Corporation and Borg Warner Equities Corporation. [copy]

7. Bill of Sale, Assignment and Assumption Agreement dated as of December 29, 1988 between BWAC Sub Two, Inc. and Westinghouse Credit Corporation.

8. Manufacturing Agreement No. 2 dated as of October 15, 1973 between Bethlehem Steel Corporation, Borg Warner Equities and Canadian Pacific Ltd. [conformed copy]

9. Lessee's Consent and Agreement dated October 15, 1973 by Canadian Pacific Ltd. to Inter National Bank. [conformed copy]

125/EE

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy of the original Assignment and Assumption Agreement, dated as of September 22, 1993, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Louis E. Gitomer
October 6, 1993