Taylor, Morell & Gitomer

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uite 210
19 18th St., N.W.
Vashington, DC 20006
202) 466-6530/FAX (202) 466-6528

Suite 2
310 Golden Sh
Long Beach, CA 908
(310) 436-2519/FAX (310) 436-5

October 6, 1993

Direct Dial: (202)466-6532

RECORDATION NO. 7252-A FILED-NOS

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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.

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

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LICENSING BRANCH

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:

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 7252-A FILED 1993

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INTERSTATE COMMERCE COMMISSION

BILL OF SALE

In consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, First Union National Bank of Florida (as successor to Inter National Bank of Miami), not in its individual capacity but solely as trustee ("Trustee") hereby sells, grants, transfers and delivers all its right, title and interest in and to 200 100-ton bulkhead flat cars, numbered CPI 317000-317199, inclusive, and 12 70-ton pedestal flat cars, number CPAA 570025-570036, inclusive (the "Equipment") to LPCA Corporation, its successors and assigns, to have and to hold forever. The Equipment is sold "as is" and "where is". The description of the Equipment is for the sole purpose of identifying it and is not part of the basis of the bargain.

Seller hereby warrants that it is transferring title to the Equipment hereunder free and clear of all liens created by, through or under Seller.

THE WARRANTY SET FORTH IN THE FOREGOING SENTENCE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED, SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR ANY USE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE EQUIPMENT.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed as of the date set forth below.

Dated as of September 20, 1993

FIRST UNION NATIONAL BANK OF FLORIDA,
not individually but solely as Trustee

By: [signature]
Its: Asst. Vice President

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State of Florida)
)
County of Duval)

On September 20, 1993 before me, _____, Notary Public, personally appeared Donna Fay _____, 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.

Donna Donaldson
Notary Public

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CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy of the original Bill of Sale dated as of September 20, 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