Taylor, Morell & Gitomer

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September 30, 1993

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8397-A

SEP 30 1993 9 10 AM 3-273A007

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 22, 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. 8265 and 8397. We request that the Bill of Sale be recorded under Recordation Nos. 8265-L and 8397-A, and that the Assignment and Assumption Agreement be recorded under Recordation Nos. 8265-M and 8397-B.

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

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

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

Operator
Judith McDonald

Purchaser:

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

A description of the equipment covered by both documents consists of three 90-ton flat cars numbered CR 766002-766004, inclusive (formerly EL 7100-7102) and three 125-ton flat cars numbered CR 766076-766078, inclusive (formerly EL 7600-7602).

A fee of $64.00 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 22, 1993, by Westinghouse Leasing Corporation, 1 Oxford Sentre, 9th Floor Pittsburgh, PA 15219 covering three 90-ton flat cars numbered CR 766002-766004, inclusive (formerly EL 7100-7102) and three 125-ton flat cars numbered CR 766076-766078, inclusive (formerly EL 7600-7602); 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 three 90-ton flat cars numbered CR 766002-766004, inclusive (formerly EL 7100-7102) and three 125-ton flat cars numbered CR 766076-766078, inclusive (formerly EL 7600-7602).

Very Truly Yours,

Louis E. Gitomer

RECORDATION NO. 8397-A FILED
SEP 30 1993 - 9 40 AM
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, Westinghouse Leasing Corporation, ("Seller") hereby sells, grants, transfers and delivers all its right, title and interest in and to three 90-ton depressed center flat cars, road numbers CR766002-766004 (formerly EL7100-7102), inclusive, and three 125-ton depressed center flat cars, road numbers CR766076-766078 (formerly EL 7600-7602), 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.

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 22, 1993

WESTINGHOUSE LEASING CORPORATION

By: John F. McEnery

Its: President

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State of Pennsylvania)
)
County of Allegheny)

On September 22, 1993 before me, Sandra K. Pack, Notary Public, personally appeared Joseph H. McCarley, 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.

Sandra K. Pack
Notary Public

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

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CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy of the original Bill of Sale 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
September 29, 1993