

Taylor, Morell & Gitomer

Suite 210
919 18th St., N.W.
Washington, DC 20006
(202) 466-6530/FAX (202) 466-6528

September 30, 1993

Suite 230
310 Golden Shore
Long Beach, CA 90802
(310) 436-2519/FAX (310) 436-5393

Direct Dial: (202) 466-6532

3-273A007

RECORDED NO. 8397-B
FEE: \$1.00

SEP 30 1993 9:40 AM

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 Centre
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 Centre
9th Floor
Pittsburgh, PA 15219

*Clairmont
Judith McDonald*

Honorable Sidney L. Strickland, Jr.
September 30, 1993
Page 2

Purchaser:

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

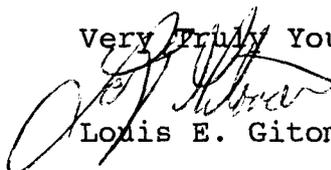
A description of the equipment covered by both documents consists of three 90-ton flat cars numbered CR 766002-766004, inclusive (formerly EL 7100-7102) and three 125-ton flat cars numbered CR 766076-766078, inclusive (formerly EL 7600-7602).

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 Centre, 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 Centre, 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

8397B
SEP 30 1993 10 AM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Conrail)

This Assignment and Assumption Agreement (the "Agreement"), dated September 22, 1993, is by and between WESTINGHOUSE LEASING CORPORATION, a Delaware 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: 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 Conrail 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 Conrail 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 Conrail 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 Conrail 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 LEASING CORPORATION

By: [Signature]
Name: Brian J. Conn
Title: Vice President

[Signature]
John F. McEnery
President

PURCHASER:

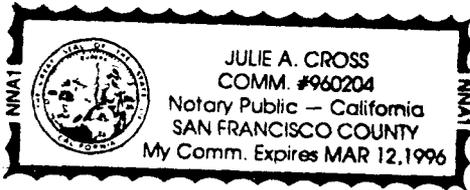
LPCA CORPORATION

By: [Signature]
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
Notary Public

Capacity Claimed by Signer:

Individual Corporate Officer Vice President

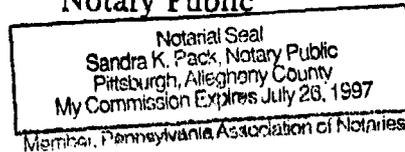
Signer is Representing _____

State of Pennsylvania
County of Allegheny

On September 27, 1993 before me, Sandra K. Pack 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 as Vice President of Westinghouse Leasing 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.

Sandra K. Pack
Notary Public



State of California)
County of San Francisco)

On _____ before me, _____, Notary Public,
personally appeared _____, 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.

Notary Public

Capacity Claimed by Signer:

Individual Corporate Officer _____ President

Signer is Representing _____

State of Pennsylvania

County of Allegheny

On September 22, 1993 before me, Sandra K. Pack Notary Public,
personally appeared John H. McEvoy, 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 President of Westinghouse
Leasing 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.

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

Schedule 4.1(e)

CONRAIL
LEASE DOCUMENTS

1. Lease of Railroad Equipment, dated as of May 25, 1973 between Westinghouse Leasing Corporation and Thomas F. Patton and Ralph S. Tyler, Jr., Trustees of the property of Erie Lackawanna Railway Company. [copy]
2. Westinghouse Electric Corporation's Guaranty of the Lease dated as of April 15, 1973. [copy]
3. Two (2) Railroad Equipment Purchase Agreements dated November 2, 1973.
4. Certificates of Inspection and Acceptance dated June 13, 1974 and September 6, 1974. [copies]
5. Two Bills of Sale dated June 14, 1974 and September 13, 1974 from Maxson Corporation (Manufacturer).
6. Assignment dated March 31, 1976 from Erie Lackawanna Railway Company to Consolidated Rail Corporation.
7. Notice of Assignment effective April 1, 1976.

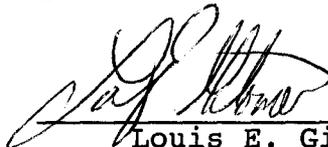
**EXHIBIT 4.1(f)
LEASE PROPERTY & ORIGINAL COST**

<u>LESSEE</u>	<u>EQUIPMENT</u>	<u>OEC</u>
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

E:\mml\wcc2\SC411.001

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
September 29, 1993