

BALTIMORE SCRAP CORP.
3000 VERA STREET
BALTIMORE, MARYLAND 21226
410-355-4455

RECORDATION NO. 32383 FILED

OCT 25 2016 -5 :20 PM

SURFACE TRANSPORTATION BOARD
October 10, 2016

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

Dear Chief:

Please find enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) two copies of the Bill of Sale for two (2) railcars, dated October 5, 2016.

The names and addresses of the parties to the primary document are:

Seller: Tealinc, Ltd.
1606 Rosebud Creek Road
Forsyth, MT 59327
Attention: Julie Mink
Email: Julie@tealinc.com

Buyer: Baltimore Scrap Corp.
3000 Vera St.
Baltimore, MD 21226
Attention: David Simon
Email: dsimon@baltimorescrap.com

A description of the railroad equipment covered by the enclosed document is:

Count	Car Mark	Number
1	OFSX	84073
2	OFSX	84081

A short summary of the document to appear in the index is:

Bill of Sale

Also enclosed is our check in the amount of \$45.00 payable to the Surface Transportation Board for the required recordation fee.

Please kindly return the file-stamped original/copy of the enclosed document to the undersigned.

Sincerely,


David Simon
Baltimore Scrap Corp.
3000 Vera St.
Baltimore, MD 21226
Email: dsimon@baltimorescrap.com

EXHIBIT A
BILL OF SALE

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SURFACE TRANSPORTATION BOARD

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **Tealinc, Ltd.** ("Seller") does hereby sell, assign, and transfer unto **Baltimore Scrap Corp.** ("Buyer"), and its successors and assigns, all of the Seller's right, title and interest in and to the Railcars described in Exhibit B hereto (the "Equipment", and / or "Railcar" or "Railcars").

The Seller hereby warrants to Buyer, and Buyer's successors and assigns, as follows:

1. That the Seller is the lawful owner of the Equipment and has good, valid, and merchantable title thereto, free and clear of all liens, security interests, and other encumbrances which have arisen by, through or under Seller (other than those which have arisen by, through or under Buyer); and
2. That the Seller has full power and authority to sell and convey the Equipment; and
3. That the Seller has not executed any other Bill of Sale or other instrument which by its term purports to transfer title to the Equipment, or any interest therein, to any other person or entity.
4. THE SALE OF THE EQUIPMENT IS ON AN "AS-IS, WHERE-IS" BASIS AND SELLER MAKES NO REPRESENTATION OF WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY, DURABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT, OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE DOCUMENT RELATING THERETO, AND SELLER HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY (WHICH DISCLAIMER BUYER HEREBY ACKNOWLEDGES), AND SELLER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DEFECTS, EITHER PATENT OR LATENT (WHETHER OR NOT DISCOVERABLE BY BUYER) IN THE EQUIPMENT, OR FOR ANY DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTY RESULTING THEREFROM, OR FOR BUYER'S LOSS OF USE OF THE EQUIPMENT OR FOR ANY INTERRUPTION IN BUYER'S BUSINESS CAUSED BY BUYER'S INABILITY TO USE THE EQUIPMENT FOR ANY REASON WHATSOEVER. AND BY ITS ACCEPTANCE OF THIS BILL OF SALE, PURCHASER EXPRESSLY RELIEVES AND EXONERATES SELLER OF ANY RESPONSIBILITY FOR THE EQUIPMENT'S CONDITION, DESIGN, DURABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

DATED this 5th day of October, 2016.

SELLER: Tealinc, Ltd.

By: Julie Mink
Name: Julie Mink
Title: President

Exhibit B

Current Railcar Marks

1. OFSX 84073
2. OFSX 84081