

HANKINS LAW OFFICE

517 9th Street, Penthouse Suite
Huntington, West Virginia 25701

John H. Hankins
e-mail
jhhankins2@aol.com

Phone: 304-697-4800
Fax: 304-529-8000
Cell: 304-544-4800

November 7, 2014

VIA E-Filing

Ms. Cynthia T. Brown
Chief of the Section of Administration
Office Transportation Board
395 E. Street, S.W.
Washington, D.C. 20423

Re: John H. Hankins v. Robert J. S. Snow and Great American Restorations, Inc.
J.P Morgan Erie 400 private railroad car

Dear Ms. Brown:

Enclosed herewith for e-filing, please find the certified document described below constituting a security interest, bailment and improver's lien on the J.P Morgan Erie 400 private railroad car, to be recorded pursuant to 49 U.S.C. §11301. The document is an Agreement, a primary document, dated August 31, 1995 between John H. Hankins and Robert J. S. Snow acknowledging a mechanic's or improver's lien under West Virginia law on the aforesaid railroad car. We hereby request that the next available recordation number be assigned to these documents.

The names and addresses of the parties to the August 31, 1995 Agreement are as follows:

Improver's Lien Holder:

John H. Hankins
517 9th Street
Huntington, West Virginia 25701

Owner:

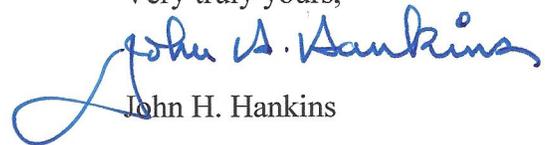
Robert J.S. Snow and/or his
successor-in-interest,
Great American Restorations, Inc.
239 E. Copeland Avenue
Orlando, Florida 32806

A description of the collateral secured by the lien under the aforesaid Agreement consists of the J.P Morgan Erie 400 private railroad car located in Huntington, West Virginia.

A short summary of the documents to appear in the index is as follows: Agreement between Robert J. S. Snow and/or his successor-in-interest, Great American Restorations, Inc., Owner and John H. Hankins, Lien Holder, acknowledging an improver's lien under West Virginia law on the J. P. Morgan Erie 400 private railroad car.

The recordation fee of \$43.00 has been applied to the on line system. Please let me know if you need any further information regarding this filing. Your cooperation is appreciated.

Very truly yours,



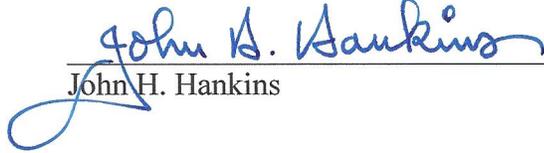
John H. Hankins

JHH:mh

Enclosures

CERTIFICATION

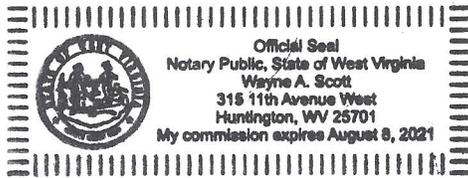
I, John H. Hankins, do hereby certify under penalty of perjury that I have compared the attached copy of the original thereof and have found the copy to be complete and identical to all respects to the original.



John H. Hankins

State of West Virginia
County of Cabell

The above was acknowledged before me the 7th day of November, 2014 by John H. Hankins.





Notary Public

THIS AGREEMENT, made and entered into this ~~31st~~ ^{31st} day of August, 1995, by and between JOHN H. HANKINS, hereinafter referred to as "Hankins", party of the first part, and ROBERT J. S. SNOW, hereinafter referred to as "Snow", party of the second part.

WHEREAS, during the last seven years Hankins has performed consulting services for Snow and has stored and maintained the Erie 400 Private Railroad Car in Huntington, West Virginia, and

WHEREAS, Hankins has a substantial claim for these consulting and railroad car services, which claim is disputed by Snow, and

WHEREAS, Hankins has performed legal services as counsel for Blackhawk Enterprises, Inc. in the collection of an insurance claim against Affiliated FM Insurance Company under a separate contingent fee agreement, and

WHEREAS, the parties desire to enter into this agreement to settle all claims between them.

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Hankins agrees to reduce his claim for consulting services and the storage and maintenance of the Erie 400 Railroad Car to ~~Eighty-five Thousand Dollars~~ ^{Eighty-two Thousand Five Hundred} Dollars (\$82,500.00) ~~(85,000.00)~~, which claim is secured by his mechanic's lien under West Virginia law and his rights under the Confirmed Chapter 11 Plan of Reorganization in the case of In Re Blackhawk Development Company, Inc., Case No. 92-22422 LBR, pending in the United States Bankruptcy Court for the District of Nevada.

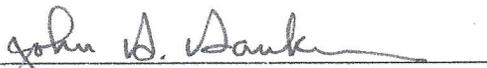
2. Hankins claim shall be paid from the first available proceeds from the sale of the Erie 400 Private Railroad Car which shall remain in storage in Huntington, West Virginia, and made available for inspection by all prospective purchasers. Hankins agrees to show the car to purchasers upon reasonable notice from Snow and shall cooperate in the marketing of said car.

3. Upon the payment of Hankins ^{Eighty-two Thousand Five Hundred} ~~Eighty-five Thousand~~ Dollar ^(\$82,500.00) ~~(\$85,000.00)~~ claim, the balance of the proceeds from the sale of the car shall be directed by Snow.

4. The parties hereto hereby release each other from any and all claims, demands, actions or causes of action whatsoever which they may have against each other except for the claims under this Agreement and Hankins 50% contingent fee in the case of Blackhawk Enterprises, Inc. v. Affiliated FM Insurance Company pending in the United States District Court for the District of Nevada.

5. See below.

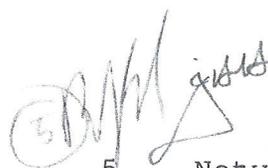
WITNESS the following signatures and seals all as of the day and year first above written.



John H. Hankins (SEAL)



Robert J. S. Snow (SEAL)


5. Notwithstanding any of the above, the terms and conditions above are modified in accord with Addendum "A" attached hereto (letter from Wilmer H. Mitchell to John H. Hankins dated August 31, 1995, signed by John H. Hankins).

ADDENDUM "A"

MITCHELL & CONDON, P. A.

ATTORNEYS AT LAW

130 EAST GOVERNMENT STREET
PENSACOLA, FLORIDA 32501

WILMER H. MITCHELL
THOMAS F. CONDON

(904) 434-3571
FAX (904) 432-1116

August 31, 1995

John H. Hankins, Esquire
VIA FAX (304) 697-4803

John,

Bob Snow, like everyone else, needs present cash much more than future assets. Therefore, he declines your offer to settle the matter by reducing your proceeds from the Erie 400 to \$80,000 and reducing Blackhawk Enterprises' cash from the Sinnemehoning railroad car settlement to \$22,500.

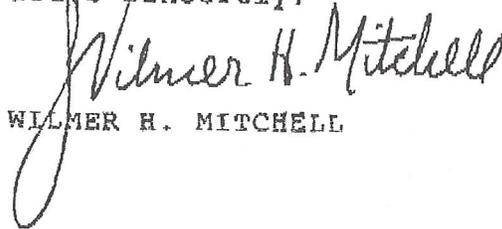
In an effort to compromise and finally turn these two cars into beneficial assets, Bob will agree to accept \$25,000 for Enterprises' share of the Las Vegas settlement rather than \$27,500, provided:

1. Las Vegas Development Board gets \$27,500.
2. All attorneys fees (including yours), costs and expenses of the Las Vegas suit regarding the railroad car claim are settled by you from your share of the settlement.
3. Your share of the proceeds of the sale of the Erie 400 will be \$82,500, payable from the first net proceeds of the sale.
4. All parties cooperate fully in attempting to make a good sale of the Erie 400.
5. Blackhawk Enterprises has sole control over the terms and conditions of sale of the Erie 400, provided not less than \$82,500 net to you results from the sale.
6. The Erie 400 will remain where it is presently located without accrued rent or storage charges, unless Enterprises shall decide to move it, in which event Enterprises, at its expense, may move the car and Hankins will cooperate in facilitating such move.
7. Any income generated on the car before sale from any source (exhibition, special event rental fee, short term lease, etc.) will be split 50/50 between Enterprises and Hankins, and Hankins' share will go in reduction of his portion of the net proceeds of the ultimate sale.

8. The back bar purchased from you by Snow several years ago would be turned over to him or his designee (intact and without claim or lien) promptly upon his request.

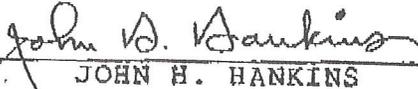
If this is agreeable, sign below and FAX back to me at (904) 432-1116, whereupon Snow will ASAP FDEX the Las Vegas car settlement papers direct to the insurance company attorneys, and will sign your settlement agreement previously tendered on the Erie 400, with the above conditions as an addendum.

Yours sincerely,


WILMER H. MITCHELL

WHM/ss

AGREED:



JOHN H. HANKINS