

RECORDATION NO. 14773-1425

AUG 14 1985 - 3:56 PM

INTERSTATE COMMERCE COMMISSION

MEMBER NEW YORK & FLORIDA BAR

CHARLOTTE W. PFAHL

ATTORNEY AT LAW

150 BROADWAY

SUITE 1105

NEW YORK, NEW YORK 10038

August 13, 1985

RECORDATION NO. 14773

FILED 1425

AUG 14 1985 - 3:56 PM

INTERSTATE COMMERCE COMMISSION

5-226A019

(212) 693-0101

Mr. James H. Bayne  
Office of the Secretary  
Recordation Office  
Interstate Commerce Commission  
12th Street and Constitution Avenue  
Washington, D.C. 20423

No.

AUG 14 1985

Date

Fee \$

20.00

ICC Washington, D. C.

MOTOR OPERATING UNIT

AUG 14 3 46 PM '85

ICC OFFICE OF THE SECRETARY

Re: **L.L.C.X., Inc. and LCI, Ltd.**

Dear Mr. Bayne:

In accordance with the provisions of Section 11303 of the Revised Interstate Commerce Act, 49 U.S.C. sec. 11303, and Part 1177 of Title 49 of the Code of Federal Regulations, I request, as counsel for L.L.C.X., Inc., that the enclosed documents be recorded and filed with the Interstate Commerce Commission.

You will find enclosed herewith the original and two (2) copies of the two (2) documents:

1. Bill of Sale, dated July 30, 1985, by and between LCI, Ltd. as Seller and L.L.C.X., Inc.
2. Lease between L.L.C.X., Inc. as Lessor and LCI, Ltd., as Lessee.

The Bill of Sale, dated July 30, 1985, is intended to memorialize the sale by LCI, Ltd., as Seller, to L.L.C.X., Inc., as Purchaser, of Twenty (20) railroad cars more specifically described in Schedule I attached thereto.

The only party executing this Bill of Sale is:

LCI, Ltd.  
889 South Brentwood Blvd.  
Clayton, Missouri  
Attention: Richard J. Lucier

*Country Part - Michael Morris*



CHARLOTTE W. PFAHL

The Lease, dated July 30, 1985, by and between L.L.C.X., Inc. and LCI, Ltd. is intended to effectuate the lease by L.L.C.X., Inc., as Lessor, to LCI, Ltd. as Lessee of certain railroad cars, more specifically identified in Schedule I thereto.

The Parties executing this document are:

LCI, Ltd.  
889 South Brentwood Blvd.  
Clayton, Missouri

Attention: Richard J. Lucier

and

L.L.C.X., Ltd.  
889 South Brentwood Blvd.  
Clayton, Missouri

Attention: Marvin Bonkoski

You will also find enclosed herewith a check in the sum of Twenty (\$20.00) Dollars which sum is intended as full and final payment for the filing fees to be incurred in connection herewith.

Would you please stamp, as filed, the enclosed copies and return the enclosed copies, as stamped, to my office at your earliest possible convenience.

Thank you for your assistance in this matter.

Sincerely Yours,



Charlotte W. Pfahl

Enclosures as stated.

The following information is provided for your information. The information is for informational purposes only and should not be used for any other purpose.

The information is provided for your information.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 01/15/01 BY 60322 UCBAW/STP

DATE 01/15/01 BY 60322 UCBAW/STP

DATE 01/15/01 BY 60322 UCBAW/STP

The information is provided for your information.

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ENCLOSURE

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ENCLOSURES AS STATED

**Interstate Commerce Commission**  
Washington, D.C. 20423

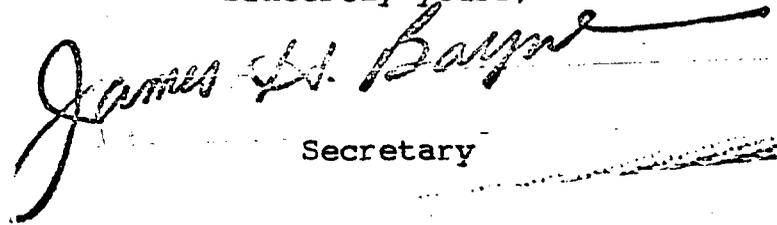
OFFICE OF THE SECRETARY

Charlotte W. Pfahl  
150 Broadway  
Suite 1105  
New York, NY. 10038

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on August 14, 1985 at 3:50 PM and assigned re-  
recording number(s). 14773 of 14773-A

Sincerely yours,

  
Secretary

Enclosure(s)

AUG 14 1985 -3 50 PM

INTERSTATE COMMERCE COMMISSION

## WARRANTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS;

LUCIER CHEMICAL INDUSTRIES, LTD, dba LCI, LTD. ("SELLER"), a New York corporation, is the owner of the certain Railroad Cars (the "Equipment") described in Schedule I attached hereto.

THAT for and in consideration of the sum of ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$144,000.00), the receipt of which as hereby acknowledged, SELLER does this 31st day of July, 1985, grant, convey, transfer, bargain and sell, deliver and set over the Equipment unto LLCX, INC. 889 So. Brentwood Blvd., Clayton, Missouri 63105 ("PURCHASER"), and unto its successors and assigns forever.

THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY TO PURCHASER EITHER EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR USE FOR ANY PURPOSE, OR AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, ACCESSORIES, PARTS OF WORKMANSHIP OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, EXCEPT AS EXPRESSLY SET FORTH BELOW AND IT IS AGREED THAT THE SALE OF THE EQUIPMENT AND EVERY PART THEREOF IS "AS IS, WHERE IS," WITH ALL FAULTS.

NOTWITHSTANDING the foregoing, SELLER warrants to PURCHASER, its successors and assigns, that SELLER has good and marketable title to the Equipment subject only to a lien in favor of Lithcote Company for improvements which PURCHASER by acceptance of this Bill of Sale agrees to pay, and has good and lawful right to grant, bargain, sell, convey and deliver the same and SELLER agrees that it will FOREVER WARRANT AND DEFEND said title against the claims of all persons except the claim of Lithcote Company as aforesaid.

THIS transaction is subject to the payment by PURCHASER of any applicable sales, use, transfer or similar taxes required to be paid by PURCHASER with respect to this sale, and subject to the payment in good funds of the selling price to SELLER. This is the final and exclusive expression of the agreement between the SELLER and the PURCHASER, and no verbal agreements or understandings and no course of dealing or usage of trade or course of performance shall be relevant to explain or modify or waive any term or provision expressed in this Bill of Sale.

THIS Bill of Sale is delivered by SELLER to PURCHASER in St. Louis County, Missouri, and governed by the law of the State of Missouri.



SCHEDULE I

Twenty Tank Cars

Car Numbers

LLCX-22982  
LLCX-22974  
LLCX-22977  
LLCX-22978  
LLCX-22979  
LLCX-22981  
LLCX-22993  
LLCX-22996  
LLCX-22997  
LLCX-23195

LLCX-23196  
LLCX-23197  
LLCX-23198  
LLCX-23199  
LLCX-23202  
LLCX-23205  
LLCX-23206  
LLCX-23210  
LLCX-23213  
LLCX-23216