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RECORDATION NO. 13657-A Filed 1425

JUN 21 1982 -11 00 AM

INTERSTATE COMMERCE COMMISSION

2-172A036

No.

Date JUN 21 1982

Fee $20.00

ICC Washington, D. C.

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I. C. C.
FEE OPERATION BR.

RICHMOND TANK CAR COMPANY
1700 West Loop South
Suite 1500
Houston, Texas 77027

RECORDATION NO. 13657-B Filed 1425

JUN 21 1982 -11 00 AM

INTERSTATE COMMERCE COMMISSION

June 18, 1982

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation (i) three (3) executed counterparts of a Bill of Sale dated June 9, 1982 covering 50 tank cars and (ii) three (3) executed counterparts of a Bill of Sale dated June 9, 1982 covering 115 plastic pellet hopper cars among Richmond Tank Car Company as Builder, General Electric Credit Corporation as Owner, The Connecticut Bank and Trust Company as Trustee and Richmond Leasing Company as Lessee relating to railroad cars used or intended for use in connection with interstate commerce and pursuant to that certain Purchase and Lease Agreement dated as of June 1, 1982 among the Builder, Owner, Trustee and Lessee (referred to as the "Lease") as filed with the Interstate Commerce Commission (ICC recordation number 13657 filed on June 8, 1982 at 4:55 p.m.). Please file the Bills of Sale as a supplement to the Lease pursuant to regulation §1116.1(b).

The address of Richmond Tank Car Company and Richmond Leasing Company is 1700 West Loop South, Houston, Texas 77027, the address of The Connecticut Bank and Trust Company is One Constitution Plaza, Hartford, Connecticut 06115 and the address of General Electric Credit Corporation is P. O. Box 8300, Stamford, Connecticut 06904.

The equipment covered by the Bills of Sale is described in Exhibit A hereto.

Counterpart 1-3

John Wallace

You are hereby authorized to deliver one executed copy of each Bill of Sale, with filing data noted thereon, following recordation, to the representative of Messrs. Sidley & Austin, who is delivering this letter and said enclosures to you.

Very truly yours,

RICHMOND TANK CAR COMPANY

By Dale A. Brubaker

Dale A. Brubaker
Vice President

Bill of Sale

RECORDATION NO. 13157-B
JUN 21 1982 11 00 AM
INTERSTATE COMMERCE COMMISSION

1. Transfer. RICHMOND TANK CAR COMPANY, a Delaware corporation ("Builder"), in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to a Purchase and Lease Agreement dated as of June 1, 1982 (the "Lease"), among Builder, General Electric Credit Corporation ("Owner"), Richmond Leasing Company ("Lessee") and The Connecticut Bank and Trust Company, not individually but solely in its capacity as trustee ("Lessor"), does hereby grant, bargain, sell, transfer and set over unto Lessor, its successors and assigns, the following units of railroad equipment (individually a "Unit" and collectively the "Units"):

Number Of Cars	Description	Road Number	Identification Number
115	5,800 cubic foot capacity plastic pellet hopper cars, unlined, with 100-ton roller bearing trucks	RTMX	580001; 580002; 580003; 580006; 580007; 580012 thru 580121

pp: $35,833 per car

which have been delivered by Builder to Lessor pursuant to the Lease.

TO HAVE AND TO HOLD all and singular, the above-described railroad equipment to Lessor, its successors and assigns, for its and their own use and benefit forever.

2. Warranties. (a) General Warranties. Builder hereby warrants to Lessor and Owner and their respective successors and assigns:

(i) at the time of delivery of each Unit to Lessor under the Lease, Builder had legal title to and good and lawful right to sell such Unit free of all claims, liens, security interests and other encumbrances of any nature, except only the rights of Lessor and Lessee under the Lease, and Builder covenants that it will defend the title to each such Unit against the claims of all persons whomsoever, to the extent of this warranty, based on claims originating prior to the delivery of such Unit by Builder to Lessor under the Lease; and

(ii) no Unit was placed in service prior to its being delivered by Builder to Lessor under the Lease, nor, to the best of Builder's knowledge, was amortization or depreciation taken with respect thereto.

(b) Performance Warranty. Builder warrants to Lessor and Owner and their respective successors and assigns that at the time of delivery of each Unit to Lessor under the Lease the design, quality and component parts thereof conformed to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards

recommended by the Association of American Railroads reasonably interpreted as being applicable to new railroad equipment of the character of such Unit.

Builder warrants to Lessor and Owner and their respective successors and assigns that each Unit was built in accordance with the Specifications (as defined in the Lease) and that each Unit is and will be free from defects in material or workmanship, under normal use and service. This warranty shall apply only to defects in material or workmanship appearing within one year from the date such Unit is accepted by Lessor under the Lease.

If any Unit covered by the above warranty does not meet the above warranty, Builder shall thereupon correct such defect (including nonconformance with the Specifications), either (at its sole option) by repairing such defective part or parts of any Unit or by making available at Builder's plant necessary repaired or replacement parts.

(c) Patent Indemnity. Builder shall defend any suit or proceeding brought against Owner or Lessor or their respective successors and assigns based on a claim that any Unit or any part thereof constitutes an infringement of any United States patent, if notified promptly in writing and given authority, information and assistance (at Builder's expense) for the defense of same, and Builder shall pay all damages and costs awarded therein against Owner or Lessor or their respective successors and assigns. In case any Unit or any part thereof is in such suit held to constitute infringement and the use of said Unit is enjoined, Builder shall, at its own expense, and at its option, either procure for Lessor the right to continue using said Unit or replace same with noninfringing equipment or modify it so it becomes noninfringing, or refund the Purchase Price (as defined in the Lease) therefor to Lessor. These covenants of indemnity shall continue in full force and effect notwithstanding the full payment of all sums due under the Lease, the satisfaction and discharge of the Lease or the termination of the Lease in any manner. The foregoing states the entire liability of Builder for patent infringement by the Units or any part thereof.

(d) Limitations on Warranties. The liability of Builder under the warranties contained in the second paragraph Section (b) hereof, whether the claim is based on contract or negligence, shall not in any case exceed the costs of correcting defects in the Units as therein provided, and upon the expiration of the warranty period all such liability shall terminate. In no event, whether as a result of breach of contract or warranty or alleged negligence, shall Builder be liable for special or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of the Units or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs or claims of customers or Lessor for such damages.

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, OF THE BUILDER. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY. With respect to products used in the Units but manufactured by manufacturers other than Builder, any warranty provided Builder shall be passed on to Lessor to the extent allowed under such warranties. Lessor agrees to look only to such other manufacturers for warranties on such products, and Builder agrees to provide reasonable assistance to Lessor in obtaining satisfaction thereunder.

The warranties contained in the last two paragraphs of Section (b) hereof shall not apply and shall be void under the following conditions: (a) if any part of the Units has been altered without Builder's written authorization, unless Lessor can show that the alterations were not a cause of the defect; (b) if attachments, devices, power sources, oils or greases unsuitable to the Units have been in use in connection with the Units, unless the use of such items had been recommended by Builder; and (c) if the Units are used, handled or serviced contrary to Builder's instructions.

IN WITNESS WHEREOF, Builder has caused this instrument to be duly executed in its name by its officers thereunto duly authorized and its corporate seal to be affixed this 9th day of June, 1982.

RICHMOND TANK CAR COMPANY

By Dale A. Brubaker

Dale A. Brubaker,
Vice President-Finance

ATTEST:

Sara E. Lankford

Sara E. Lankford,
Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 9th day of June, 1982, before me personally appeared Dale A. Brubaker, to me personally known, who being by me duly sworn, says that he is the Vice President of Richmond Tank Car Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

N. J. Stewart
Title of Officer - Notary Public

My Commission Expires: 12·22·84