

# TAFT, STETTINIUS & HOLLISTER

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RECORDATION NO. 5673 FILE 1425

JUN 9 1988-3 20 PM

INTERSTATE COMMERCE COMMISSION  
June 3, 1988

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OF COUNSEL: JOHN W. HUDSON  
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LEONARD A. WEAKLEY  
ROBERT TAFT, JR.  
ROBERT T. KEELER  
CHARLES J. LUKEN

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Ms. Noretta R. McGee, Secretary  
Interstate Commerce Commission  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. McGee:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Bill of Sale, a primary document, dated December 30, 1987.

We request that this Bill of Sale be cross-indexed to documents recorded under recordation number 8168 and recordation number 14792.

The names and addresses of the parties to the document are as follows:

Purchaser: The David J. Joseph Company  
300 Pike Street  
Cincinnati, Ohio 45202

Seller: TXL Properties Limited 85-103  
One Embarcadero Center  
San Francisco, California 94111

M. MAYNARD HOLCOMBE, JR.  
KIM K. BURKE  
MARK J. STEPANIAK  
BRENDA M. KLOOS  
MARGARET AVRIL LAWSON  
CHARLES MICHAEL STEPHAN  
THOMAS E. GROSSMANN  
MARTIN MCHENRY  
MICHAEL A. BYERS\*\*  
CHRISTINE M. ZIMMER  
ROBERT S. CORKER  
LAURA A. RINGENBACH  
GREGORY L. HILBRICH  
SCOTT P. KADISH  
JENNIE P. MICHAELS  
JEFFREY MARKS  
ANNE C. BERRY\*\*  
MICHAEL E. BEVIS  
LAWRENCE K. HOYT  
DAVID O. KRALL  
MICHAEL D. RICE  
DENNIS L. SCHOFF  
SUSAN E. WHEATLEY  
MARCELA S. STRAS\*  
ROBERT A. WINTER, JR.\*\*\*  
STEVEN J. SCHERER  
ROBERT W. MCADAMS\*\*  
RONALD C. CHRISTIAN  
SUSAN D. JANSEN  
MARTHA R. LEHMAN  
M. ALLISON THOMPSON  
MARK J. RUENLMANN  
T. SCOTT BUCEY  
FREDERICK D. NELSON

MICHAEL J. ZAVATSKY  
STEPHEN M. GRIFFITH, JR.  
ROBERT B. CRAIG\*\*\*  
HENRY N. THOMAN  
MARGARET A. CAROBELLI  
JAMES E. BRITAIN  
E. E. STEINER  
M. FREEMAN DURHAM  
RAYMOND W. LEMKE  
ELIZABETH A. GALLOWAY  
PATRICIA C. LOWRY  
JEFFREY S. SCHLOEMER  
BRIAN P. GILLAN  
DONALD C. DOWLING, JR.  
SAMUEL M. DURAN  
DOROTHY P. GAY\*  
TIMOTHY C. SULLIVAN  
D. SCOTT GURNEY  
ERIC M. JENSEN  
PATRICK J. MITCHELL  
MARK A. ROLCIK  
PHILIP F. SCHULTZ  
MATTHEW B. HANMONS  
MICHAEL P. HEIL  
MICHAEL A. FERGUSON\*\*  
R. JEFFREY SCHLOSSER\*\*\*  
PHILIP W. SOLUB\*  
STEPHEN E. IMB  
JOHN C. KAIRIS  
MICHAEL R. RICKMAN  
TY N. VOTAW  
MICHAEL C. LUEDER  
ABRAM S. GORDON

\* WASHINGTON, D. C. OFFICE  
\*\* COLUMBUS, OHIO OFFICE  
\*\*\* COVINGTON, KENTUCKY OFFICE  
OF COUNSEL WASHINGTON, D. C.: ROBERT TAFT, JR.

8-161A085

No. JUN 9 1988  
Date.....  
Fee \$.....

ICC Washington, D. C.

Interstate Commerce Commission  
June 3, 1988  
Page Two

A description of the equipment covered by the document follows:

220 100 ton lowside gondola cars identified by numbers MILW 81000 through MILW 81194 inclusive, and MILW 92100 through MILW 92124, inclusive (and: as to 45 of the units in the series between MILW 81000 and MILW 81194, identified also as MILW 92130 through MILW 92159, inclusive, and MILW 92165 through MILW 92179, inclusive).

A fee of \$13.00 is enclosed. Please return the stamped original executed copy of the enclosed document to:

Philip F. Schultz, Esq.  
Taft, Stettinius & Hollister  
1800 First National Bank Center  
Cincinnati, Ohio 45202

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

Bill of Sale from TXL Properties Limited 85-103, One Embarcadero Center, San Francisco, California 94111 to The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202 dated as of December 30, 1987 and covering 220 100 ton lowside gondola cars.

Please call me if you should have any questions.

Yours truly,



Philip F. Schultz  
Attorney for  
The David J. Joseph Company

PFS/ch  
Enclosures

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

6/9/88

OFFICE OF THE SECRETARY

Philip F. Schultz  
Taft, Stettinius, Hollister  
1800 First National Bank Center  
Cincinnati, Ohio 45202

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 6/9/88 at 3:20pm, and assigned recordation number(s). 15678, 15679, 15680, 15681, 15682, 15683/ 15684, 15685

Sincerely yours,

*Nerita L. McEwen*

Secretary

Enclosure(s)

CERTIFICATE OF NOTARY PUBLIC

RECORDATION NO. 1 5678  
JUN 9 1988-3 22 PM  
INTERSTATE COMMERCE COMMISSION

The undersigned, Stephen M. Griffith, Jr., a Notary Public in and for the the County of Hamilton, State of Ohio, hereby certifies that the copy of the Bill of Sale dated as of December 30, 1987 attached hereto has been carefully compared with the original and is complete and identical in all respects to the original document.

Stephen M. Griffith, Jr.  
Notary Public

STEPHEN M. GRIFFITH, JR., Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147.03 O.R.C.

BILL OF SALE

RECORDED BY 5678  
JUN 9 1988-3 20 PM  
INTERSTATE COMMERCE COMMISSION

To Purchaser: THE DAVID J. JOSEPH COMPANY

TXL Properties Limited 85-103 ("Seller"), pursuant to that certain Agreement for the Purchase and Sale of Gondolas dated as of December 30, 1987, as amended, (the "Purchase Agreement") by and between Seller and The David J. Joseph Company ("Purchaser"), and in consideration of the payment of the sum of One Dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby sells and transfers to Purchaser all of Seller's rights, title and interests in and to the gondola railroad cars listed and described in Schedule I attached hereto (the "Gondolas"), to have and to hold the same unto Purchaser, its successors and assigns forever. All terms not otherwise defined herein shall have the respective meanings specified in the Purchase Agreement.

Warranties:

- (1) Seller represents and warrants to Purchaser and Purchaser's successors and assigns that Seller is the lawful owner of the Gondolas and has good, valid and marketable title thereto, free from, and clear of, any charge, lien, encumbrance or other claim or interest whatsoever, except for the rights and interests therein of the Lessee under the Lease and except for the security interest therein under the Security Agreement.
- (2) Seller represents and warrants to Purchaser and Purchaser's successors and assigns that Seller has not executed any other bill of sale or other instrument which by its terms purports to transfer title to the Gondolas, or any interest in, or with respect to, the Gondolas to any other person or entity, except to the Lessee under the Lease and except to Meritor Bank under the Security Agreement.
- (3) Seller agrees to indemnify and defend Purchaser and Purchaser's successors and assigns from, and against, any claims of others or liabilities arising from Seller's breach of any of the warranties set forth herein.



SCHEDULE 1

Type

100 ton  
low side  
gondola  
car

Quantity

220

Lessee's Road  
Numbers  
(Both  
Inclusive)

MILW 81000-81194  
and  
MILW 92100-92124

and as to forty-  
five (45) of the  
units in the series  
between numbers  
MILW 8100 and 81194,  
identified also  
as MILW 92130 through  
92159 and MILW  
92165 through 92179

REGISTRATION NO. 1 5685 Filed 1425

JUN 9 1988-3 24 PM

INTERSTATE COMMERCE COMMISSION

RAILROAD EQUIPMENT LEASE  
(Net)

By and Between

THE DAVID J. JOSEPH COMPANY

and

SOO LINE RAILROAD COMPANY

Dated as of:

April 5, 1988

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THIS RAILROAD EQUIPMENT LEASE (the "Lease") is entered into as of this 5 day of April, 1988, by and between The David J. Joseph Company, a Delaware corporation (hereinafter referred to as "Lessor") and Soo Line Railroad Company, a Minnesota corporation (hereinafter referred to as "Lessee").

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee all of the items of equipment specified in Exhibit A attached hereto (hereinafter collectively referred to as the "Units" and singularly referred to as "Unit") on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements set forth herein, the parties hereby agree as follows:

1. Lease of Units. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the Units, to have and to hold the same unto Lessee for the period commencing on January 1, 1988 (the "Commencement Date"); and ending on the last day of the sixtieth (60th) month following the Commencement Date (the "Termination Date"). The period of time commencing on the Commencement Date and ending on the Termination Date shall sometimes hereinafter be referred to as the "Term".

2. Base Rental. Lessee agrees to pay to Lessor, at Lessor's offices located at 300 Pike Street, Cincinnati, Ohio 45202, or to such other persons or at such other places as the Lessor may direct from time to time by written notice to Lessee, in coin or currency which at the time of payment is legal tender for payment of public and private debts in the United States of America,

BILL OF SALE

RECORDED 1 5678  
JUN 9 1988-3 20 PM  
INTERSTATE COMMERCE COMMISSION

To Purchaser: THE DAVID J. JOSEPH COMPANY

TXL Properties Limited 85-103 ("Seller"), pursuant to that certain Agreement for the Purchase and Sale of Gondolas dated as of December 30, 1987, as amended, (the "Purchase Agreement") by and between Seller and The David J. Joseph Company ("Purchaser"), and in consideration of the payment of the sum of One Dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby sells and transfers to Purchaser all of Seller's rights, title and interests in and to the gondola railroad cars listed and described in Schedule I attached hereto (the "Gondolas"), to have and to hold the same unto Purchaser, its successors and assigns forever. All terms not otherwise defined herein shall have the respective meanings specified in the Purchase Agreement.

Warranties:

- (1) Seller represents and warrants to Purchaser and Purchaser's successors and assigns that Seller is the lawful owner of the Gondolas and has good, valid and marketable title thereto, free from, and clear of, any charge, lien, encumbrance or other claim or interest whatsoever, except for the rights and interests therein of the Lessee under the Lease and except for the security interest therein under the Security Agreement.
- (2) Seller represents and warrants to Purchaser and Purchaser's successors and assigns that Seller has not executed any other bill of sale or other instrument which by its terms purports to transfer title to the Gondolas, or any interest in, or with respect to, the Gondolas to any other person or entity, except to the Lessee under the Lease and except to Meritor Bank under the Security Agreement.
- (3) Seller agrees to indemnify and defend Purchaser and Purchaser's successors and assigns from, and against, any claims of others or liabilities arising from Seller's breach of any of the warranties set forth herein.



SCHEDULE 1

Type

100 ton  
low side  
gondola  
car

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Lessee's Road  
Numbers  
(Both  
Inclusive)

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