

LAW OFFICES OF  
ROBERT A. DOUGLASS, P.A.  
8351 BLIND PASS ROAD, SUITE B  
ST. PETERSBURG BEACH, FLORIDA 33706  
TELEPHONE (813) 360-6954

ROBERT A. DOUGLASS  
TRIAL PRACTICE  
PERSONAL INJURY AND WRONGFUL DEATH  
CORPORATION AND BUSINESS LAW

1 5739  
RECORDATION NO. \_\_\_\_\_ FILED 1988

JUL 25 1988 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

ANTHONY RONDOLINO  
TRIAL PRACTICE - GENERAL  
WILLS, ESTATE AND ESTATE PLANNING  
REAL PROPERTY LAW

1 5739-A  
RECORDATION NO. \_\_\_\_\_ FILED 1988

JUL 25 1988 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

1 5739-B  
RECORDATION NO. \_\_\_\_\_ FILED 1988

JUL 25 1988 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

August 11, 1988

Ms. Mildred Lee  
Interstate Commerce Commission  
12th and Constitution Avenue N.W.  
Room 2303  
Washington, D.C. 20423

RE: Railmark, Inc. to CSX Transportation, Inc.  
39 Open Hopper Cars

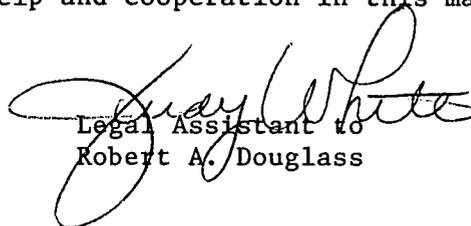
Dear Ms. Lee:

In accordance with our telephone conversation on this date, please find enclosed two (2) copies of the Lease Agreement and two (2) copies of the Assignment of Lease Agreement, together with a check in the amount of \$13.00, to cover the cost of recordation. Lessor and Lessee are as follows:

Lessor: Railmark, Inc.  
4300 Duhme Road  
Suite A  
Madeira Beach, FL 33708

Lessee: CSX Transportation, Inc.  
100 North Charles St.  
Baltimore, MD 21201

If anything further is required to complete this recordation, please contact me. Thank you for your help and cooperation in this matter.

  
Legal Assistant to  
Robert A. Douglass

JKW:sjn  
Encl.

LAW OFFICES OF  
ROBERT A. DOUGLASS, P.A.  
8351 BLIND PASS ROAD, SUITE B  
ST. PETERSBURG BEACH, FLORIDA 33706  
TELEPHONE (813) 360-6954

RECORDATION NO. 1

JUL 25 1988 11:29 AM

INTERSTATE COMMERCE COMMISSION

ROBERT A. DOUGLASS  
TRIAL PRACTICE  
PERSONAL INJURY AND WRONGFUL DEATH  
CORPORATION AND BUSINESS LAW

1 5739  
RECORDATION NO. FILED 1988

JUL 25 1988 - 11:20 AM

INTERSTATE COMMERCE COMMISSION

ANTHONY RONDOLINO  
TRIAL PRACTICE - GENERAL  
WILLS, ESTATE AND ESTATE PLANNING  
REAL PROPERTY LAW

8-207A018

JUL 25 1988

Date .....

Fee \$ 12.00 .....

ICC Washington, D. C.

July 20, 1988

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20432

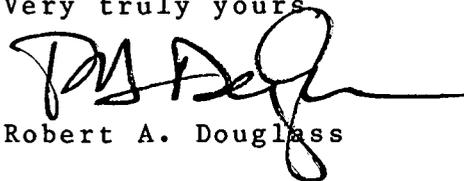
RE: 39 Open Hopper Cars - Railmark, Inc. to CSX Transportation, Inc.

Dear Sirs:

Please find enclosed an original and one (1) true copy of an executed Lease Agreement in connection with the above captioned transaction, together with a check in the amount of \$10.00 for recordation of same.

Please advise if anything further is required to accomplish the proposed filing.

Very truly yours



Robert A. Douglass

RAD:jw  
Encl.

JUL 21 2 54 PM '88  
MOTOR OPERATING UNIT  
ICC OFFICE OF THE SECRETARY

JUL 25 11 26 AM '88  
MOTOR OPERATING UNIT  
ICC OFFICE OF THE SECRETARY

LAW OFFICES OF  
**ROBERT A. DOUGLASS, P.A.**  
8351 BLIND PASS ROAD, SUITE B  
ST. PETERSBURG BEACH, FLORIDA 33706  
TELEPHONE (813) 360-6954

ROBERT A. DOUGLASS  
TRIAL PRACTICE  
PERSONAL INJURY AND WRONGFUL DEATH  
CORPORATION AND BUSINESS LAW

ANTHONY RONDOLINO  
TRIAL PRACTICE - GENERAL  
WILLS, ESTATE AND ESTATE PLANNING  
REAL PROPERTY LAW

July 22, 1988

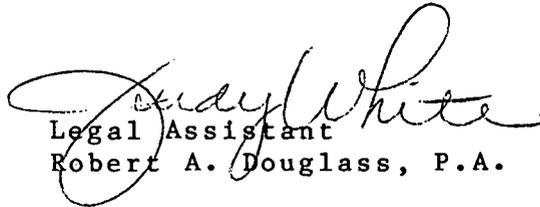
Ms. Mildred Lee  
Interstate Commerce Commission  
12th & Constitution Avenue N.W.  
Room 2303  
Washington, D.C. 20423

RE: Railmark, Inc. to CSX Transportation, Inc.  
39 Open Hopper Cars

Dear Mrs. Lee:

In accordance with our telephone conversation on this date, please find enclosed a check in the amount of \$3.00 which represents the additional sums needed to record the above captioned Lease Agreement which has been previously forwarded to your office.

Thank you for your help in this matter.

  
Legal Assistant  
Robert A. Douglass, P.A.

jw  
Encl.

Interstate Commerce Commission  
Washington, D.C. 20423

8/2/88

OFFICE OF THE SECRETARY

Robert A. Douglass,  
8351 Blind Pass Road Suite 8  
St Petersburg Beach, Florida 33706

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 7/25/88 at 11:30am, and assigned recordation number(s). 15739, 15739 A & 15739-B

Sincerely yours,

*Nesta L. McGee*

Secretary

Enclosure(s)

1 5739 A  
RECORDATION NO. \_\_\_\_\_ PAGE 1289

ASSIGNMENT OF LEASE AGREEMENT

JUL 25 1988 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

This Assignment of Lease is made as of this 28 day of April 1988, by and between TCCX CORPORATION, a Texas corporation (hereinafter "Assignor"), and RAILMARK, Inc., a Florida corporation (hereinafter "Assignee").

Assignor is the Lessor under a certain Lease Agreement for Railroad Cars (the "Lease") dated as of the 13th day of April, 1987, with CSX TRANSPORTATION INC. a Virginia corporation, covering 39 one hundred-ton capacity two-pocket open top hopper cars (the "Cars").

Assignee has agreed to purchase the Cars from Assignor subject to the condition precedent that Assignor shall have assigned the Lease to Assignee.

NOW, THEREFORE, in consideration of the sum of \$10.00, and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns, transfers, sets over and conveys all its right, title and interest in and to the Lease to Assignee, effective the date hereof.

Assignor warrants that it has full right, power and authority to execute this Assignment and the execution thereof will not result in any breach of the Lease, or of any other agreement with any third party respecting the cars or the Lease. Assignor further warrants that as of the date hereof that there has been no default under the Lease nor has

—there been an occurrence of any default, or the occurrence of any event which, but for the giving of notice or the lapse of time, or both, would be an event of default under the Lease.

Assignor hereby covenants and agrees that it shall execute such other and further documents and notices as Assignee may reasonably request to perfect the interest of Assignee in and to the Lease.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first hereinabove set forth.

TCCX CORPORATION

By John M. Ostrom  
Title Vice President

The undersigned hereby accepts  
the foregoing Assignment this 10<sup>TH</sup>  
day of MAY, 1988.

RAILMARK, INC.,

By Robert H. Hume  
Title \_\_\_\_\_

# TCCX CORPORATION

POST OFFICE BOX 16066 HOUSTON, TEXAS 77022 (713) 694-6661

## BILL OF SALE

The undersigned (hereinafter called the Vendor) in consideration of the sum of \$10.00 and other good and valuable consideration paid by RAILMARK, INC., a Florida Corporation (hereinafter called Vendee), at and before the execution of these presents, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and set over unto the Vendee, its successors and assigns, the following described railroad cars, "AS-IS":

25 1978 Greenville Steel built 100 ton capacity aggregate cars, serial numbers TCCX01 through TCCX25, both inclusive,

14 1979 Portec built 100 ton capacity aggregate cars, serial numbers TCCX346 through TCCX359, both inclusive.

(hereinafter called the equipment)

The Vendor hereby warrants to the Vendee, its successors and assigns, that at the time of delivery to the Vendee, the Vendor had legal title to such Equipment and good and lawful right to sell the same; and that title to the Equipment is free from all liens and encumbrances; and the Vendor covenants that it will warrant and defend such title against all lawful claims and demands whatsoever.

VENDOR MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY VENDOR AND EXCLUDED FROM THIS DOCUMENT.

IN WITNESS WHEREOF, the Vendor has caused this Bill of Sale to be executed by a duly authorized officer and its corporate seal to be hereunto affixed as of the day of April 27, 1988.

ATTEST:

TCCX CORPORATION

  
Secretary

By: 