

MANWELL & WES

ATTORNEYS AT LAW

CITICORP CENTER

ONE SANSOME STREET

14TH FLOOR

SAN FRANCISCO, CALIFORNIA 94104

TELEPHONE  
(415) 362-2375

TELECOPY  
(415) 362-1010

November 8, 1988

Ms. Noreta R. McGee  
Secretary of the Interstate  
Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. 15882

No.

NOV 9 1988

Date

Fee \$ 26.00

ICC Washington, D. C.

NOV 9 1988 12 35 PM  
INTERSTATE COMMERCE COMMISSION

NOV 9 12:26 PM '88  
MOTOR OPERATING UNIT  
100 OFFICE OF  
THE SECRETARY

Dear Ms. McGee:

Enclosed please find, for filing and recordation pursuant to Section 11303 of Title 49 of the United States Code and the regulations promulgated thereunder, three fully executed copies of a Bill of Sale.

I. Document: Bill of Sale dated as of October 31, 1988. This document is a primary document and has not been previously filed.

A. Parties: Buyer: IBJ Schroder Leasing Corporation  
Seller: The CIT Group/Equipment Financing Inc.

B. Addresses: Buyer: One State Street  
New York, New York 10004  
Attn: Gerard D. Cannie  
Vice President - Operations

Seller: 270 Park Avenue  
New York, New York 10017  
Attn: W.S. Pardey  
Senior Vice President

C. Equipment: Twenty five (25) 2301 cubic foot capacity 100-ton open top hopper cars bearing road numbers KAIX 1055-1079.

Please cross-index the Bill of Sale with the following document:

Recordation No. 15882; Memorandum of Lease dated September 30, 1988 by between IBJ Schroder Leasing Corporation and Rinker Materials Corporation, filed simultaneously herewith.

Enclosed is a check of this firm in the amount of \$26.00 to cover the filing fee for the primary document (\$13.00), and the fee for the cross-indexing (\$13.00).

*Valente J. P...*  
*...*

Ms. Noreta R. McGee  
November 8, 1988  
Page Two

A short summary of the document to appear in the Index is as follows:

Bill of Sale for Railroad Cars covering among other things twenty-five (25) 2301 cubic foot capacity 100-ton open top hopper cars, Road Numbers KAIX 1055-1079.

Once the filing has been made, please return the stamped copies of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

The undersigned certifies that she is acting as special counsel to IBJ Schroder Leasing Corporation for purposes of this filing and that she has knowledge of the matters set forth in the above described documents.

Sincerely,



L. Celeste H. Blumer

Enclosures

LCHB:its

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

11/9/88

OFFICE OF THE SECRETARY

L.Celeste H. Blumer  
Manwell & Wes  
Citicorp Center  
One Sansome Street  
San Francisco, Calif. 94104

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 11/9/88 at 12:35pm, and assigned recordation number(s). 15882-A

Sincerely yours,

*Nesta R. McEwen*  
Secretary

Enclosure(s)

RECORDATION FEB 15 8 82 - A

Bill of Sale

NOV 9 1988 12 35 PM

**INTERSTATE COMMERCE COMMISSION**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The CIT Group/Equipment Financing, Inc. (herein "Seller"), does hereby sell, grant, transfer and deliver free and clear of all liens, claims, obligations and encumbrances all its right, title and interest in and to the equipment further described below (herein the "Equipment") "as is, where is" unto IBJ Schroder Leasing Corporation (herein "Purchaser") and to its successors and assigns, to have and to hold said equipment forever.

<u>Description</u>	<u>Number of Cars</u>	<u>Car Markings</u>
2,300 Cubic Foot Capacity, 100 Ton, Open Top Hopper Cars, Built by Greenville Steel Car in 1970	25	KAIX 1055-1079

And Seller warrants that it is the absolute owner of the Equipment and does for itself, its successors and assigns covenant and agree with Purchaser, its successors and assigns, to warrant and defend the title to the Equipment against all and every person and persons whomsoever claiming or laying claim to the same, except for any defects in title or liens or encumbrances in or to the Equipment arising by reason of Purchaser's own acts.

SELLER MAKES NO OTHER WARRANTY OF REPRESENTATION, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE OR CONDITION OF, OR AS TO QUALITY OR ANY WARRANTY THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, REGULATION, SPECIFICATION OR CONTRACT WHICH PROVIDES FOR SPECIFIC MACHINERY, OPERATIONS OR SPECIAL METHODS, it being expressly understood that all such risks, as between Seller and Purchaser are to be borne by Purchaser.

IN WITNESS WHEREOF, we have set our hand and seal this 31<sup>st</sup> day of October, 1988.

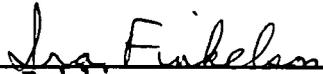
THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: 

Title: SVP

STATE OF New York )  
COUNTY OF New York )

On this 31<sup>st</sup> day of October, 1988, before me personally appeared W.S. Parden, to me personally known, who, being by me duly sworn, says that he is Senior Vice President of The CIT Group/Equipment Financing, Inc., 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.

  
Notary Public

IRA FINKELSON  
Notary Public, State of New York  
No. 6272254  
Qualified in Westchester County  
Commission Expires May 31, 1990

My Commission Expires: \_\_\_\_\_

[Notarial Seal]