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FAIRFAX, VA 22030-7429

30 WEST PATRICK STREET
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22 WEST JEFFERSON STREET
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600 WASHINGTON AVENUE
TOWSON, MD 21204-3965

1450 G STREET, N.W.
WASHINGTON, D.C. 20005-2001

18904

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JOHN A. STALFORT
410-385-3424

RECORDATION NO. _____ FILED 1425

JUL 19 1994 JUL 18, 1994

INTERSTATE COMMERCE COMMISSION

LIBRARY
JUL 19 1994

via FEDERAL EXPRESS

Interstate Commerce Commission
12th and Constitution Avenues, N.W.
Washington, D.C. 20423
Attention: Mrs. Mildred Lee

Re: Our File Number: 258-1399

Dear Mrs. Lee:

Enclosed for recordation in your office pursuant to the provisions of 49 U.S.C. §11303 is an original Bill of Sale and one notarized copy of the same dated as of July 15, 1994 from Trinity Industries, Inc. (2525 Stemmons Freeway, Dallas, Texas 75207) to The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201).

Also enclosed is a check in the amount of \$18.00 to cover the costs of recordation. Once this document has been recorded, please return the same to:

John A. Stalfort, Esquire
Miles & Stockbridge
10 Light Street - 9th Floor
Baltimore, Maryland 21201

Thank you for your prompt attention to this matter. Please call me at (410) 385-3425 if you have any questions.

Sincerely,

Michele E. Sperato,
Secretary to John A. Stalfort

mes
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

JULY 20, 1994

JOHN A. STALFORT
MILES & STOCKBRIDGE
10 LIGHT STREET - 9TH FLOOR
BALTIMORE MD 21202

Dear MR. STALFORT:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1890494 at 2:05PM, and assigned recordation number(s). 18904

Sincerely yours,

Sidney L. Strickland, Jr.
Secretary

Enclosure(s)

\$ 18.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

Felicia M. Stokes

RECORDATION NO. **18904** FILED 1405

JUL 19 1994 2:00 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

Trinity Industries, Inc. ("Trinity"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by The First National Bank of Maryland, as Assignee of that certain Railcar Manufacturing Agreement dated as of July 15, 1994 between Wheelabrator Coal Services Company ("Wheelabrator") and Trinity (the "Purchase Agreement"), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and sets over unto The First National Bank of Maryland ("Purchaser"), its successors and assigns, at the time of delivery thereof and by this Bill of Sale does hereby confirm the granting, bargaining, selling, transferring and setting over to Purchaser at such time the railroad equipment described in Schedule A hereto (the "Equipment"). The Equipment is delivered **WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WITHOUT ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT OR AS SET FORTH HEREIN.**

To have and to hold all and singular the Equipment to Purchaser, its successors and assigns, for its and their own use and behalf forever.

Trinity hereby warrants to Purchaser, and its successors and assigns, that at the time of delivery of the Equipment under the Purchase Agreement, Trinity had legal title thereto and good and lawful right to sell such Equipment, and that title to such Equipment was free from all claims, liens, security interests, and other encumbrances of any nature (except those created under that certain Railcar Lease Agreement between Wheelabrator and Purchaser), and Trinity covenants that it will defend title to the Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such Equipment by Trinity to Purchaser under the Purchase Agreement.

IN WITNESS WHEREOF, Trinity has caused this instrument to be executed in its name by a duly authorized officer and its corporate seal to be hereunto affixed and duly attested, this 15th day of July, 1994.

Trinity Industries, Inc.

By: [Signature]
Senior Vice President

[Seal]

Attest:
By: [Signature]
Assistant Secretary

SCHEDULE A

One Hundred Thirty (130) Aluminum RD II Coal Railroad Cars
With Reporting Marks GRTX 13131 through 13260, inclusive.

DDD05809

18904

RECORDATION NO. _____ FILED 1425

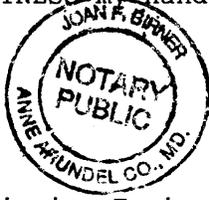
JUL 19 1994 -2 02 PM

INTERSTATE COMMERCE COMMISSION

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that the attached Bill of Sale is a true and complete copy of said Bill of Sale.

WITNESS my hand and seal this 18th day of July, 1994.



Joan F. Birner
Notary Public

My Commission Expires: 6/24/97