

19184

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RECORDATION NO. FILED 1995

JAN 20 1995 -2 00 PM

INTERSTATE COMMERCE COMMISSION

OF COUNSEL
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ELIAS C. ALVORD (1942)
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Counterparts - Tipper

January 20, 1995

18704-c
RECORDATION NO. FILED 1995

JAN 20 1995 -2 00 PM

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies each of a Memorandum of Assignment Agreement, a secondary document and a Bill of Sale, a primary document, both dated January 16, 1995.

The names and addresses of the parties to the enclosed documents are:

Assignor: First Pacific Railcar Corporation
436 Laguna Vista Road
Santa Rosa, California 95401

Assignee: Sequel Railcar Leasing Corporation
570 Lake Cook Road, Suite 405
Deerfield, Illinois 60015

A description of the railroad equipment covered by the enclosed documents is:

One hundred (100) 70-ton used, mechanical refrigerated boxcars bearing marks and numbers VCY 25200 through VCY 25299, inclusive.

Mr. Vernon A. Williams
January 20, 1995
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Also enclosed is a check in the amount of \$42.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,


Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

1/20/95

Office Of The Secretary

Robert W. Alvard
Alvard And Alvard
918 Sixteenth Street, NW., Ste. 200
Washington, DC. 20006-2973

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 1/20/95 at 2:00PM, and assigned recordation number(s). 19184 and 18701-C,

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

\$ 42.00 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 typed 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

BILL OF SALE

RECORDATION NO. 19184 FILED 1423
JAN 20 1995 -2 00 PM
INTERSTATE COMMERCE COMMISSION

In consideration of the sum of \$1.00 and other good and valuable consideration receipt of which is hereby acknowledged, First Pacific Railcar Corporation, a Delaware corporation ("Seller"), does hereby sell and transfer to Sequel Railcar Leasing Corporation, an Illinois corporation ("Purchaser") the following described railroad equipment (hereinafter referred to as the "Cars"):

One Hundred (100) 70-ton used, mechanical refrigerated boxcars (R70-24 class RPLs) bearing marks and numbers VCY 25200 through VCY 25299, inclusive.

Except as otherwise expressly stated herein or in the Purchase Agreement for Railcars dated November 15, 1994, by and between Purchaser and Seller, and the Assignment of Lease Agreement dated January 16, 1995 from Seller to Purchaser: (i) SELLER MAKES NO REPRESENTATIONS BY AND BETWEEN PURCHASER AND SELLER OR WARRANTIES OF ANY KIND RESPECTING THE CARS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED; (ii) SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING SOLD THE CARS PURSUANT TO THIS AGREEMENT TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE CARS, PARTS, MATERIALS, OR THE LIKE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; (iii) SELLER SHALL NOT BE LIABLE, IN CONTRACT, TORT, OR STRICT LIABILITY FOR ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL LOSS OR DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING OR RESULTING FROM ANY REPAIRS OR MAINTENANCE TO ANY CARS, OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY CARS.

Seller represents and warrants that Seller owns the Cars free and clear of all liens, claims and encumbrances (except the Permitted Encumbrances as defined in the Purchase Agreement described above) and has full power, right and authority to convey title thereto. Seller agrees to defend said title conveyed to Purchaser hereunder.

Seller further covenants and agrees to execute and deliver or cause to be executed and delivered, all such further instruments and documents as may be reasonably requested by the Purchaser for the better assuring, conveying and confirming unto Purchaser, the Cars hereby bargained, sold, assigned, transferred and set over and conveyed.

This bill of sale and representations, warranties, and covenants herein contained shall inure to the benefit of the Purchaser and its successors and assigns, shall be binding upon Seller and its successors and assigns, and shall survive the execution and delivery hereof.

