

0100715035

LAW OFFICES

**MILES & STOCKBRIDGE**

A PROFESSIONAL CORPORATION

10 LIGHT STREET

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600 WASHINGTON AVENUE  
TOWSON, MD 21204-3965

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

300 ACADEMY STREET  
CAMBRIDGE, MD 21613-1865

101 BAY STREET  
EASTON, MD 21601-2718

11350 RANDOM HILLS ROAD  
FAIRFAX, VA 22030-7429

July 31, 1995

JOHN A. STALFORT  
410-385-3424

19515-A

via FEDERAL EXPRESS

Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423  
Attention: Mrs. Janice Fort

RECEIVED THE  
OFFICE OF THE  
SECRETARY  
AUG 1 10 11 AM '95  
LICENSING BRANCH

Re: Our File No.: 258-1544

Dear Mrs. Fort:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11303 are one original and one notarized copy of the following document:

Bill of Sale dated July 28, 1995 by The David J. Joseph Company (300 Pike Street, Cincinnati, Ohio 45202) in favor of The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201) which relates to the Bill of Sale dated June 29, 1995 by The David J. Joseph Company (300 Pike Street, Cincinnati, Ohio 45202) in favor of The First National Bank of Maryland (25 South Charles Street, Baltimore, Maryland 21201) recorded with the Interstate Commerce Commission on July 5, 1995 at 10:15 a.m., under Recordation No. 19515.

Also enclosed is a check in the amount of \$21.00 to cover the costs of recordation.

Once this document has been recorded, please return the same to: John A. Stalfort, Esquire, Miles & Stockbridge, A Professional Corporation, 10 Light Street, 9th Floor, Baltimore, Maryland 21202.

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

Sincerely,

*Michele E. Sperato*

Michele E. Sperato,  
Secretary to John A. Stalfort



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

8/1/95

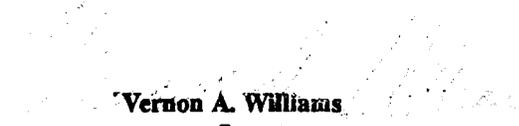
Office Of The Secretary

John A. Stalport  
Milan & Stockbridge  
10 Light Street, 9th Floor  
Baltimore, MD., 21202

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 8/1/95 at 10:50AM, and assigned recordation number(s). 19515-R.

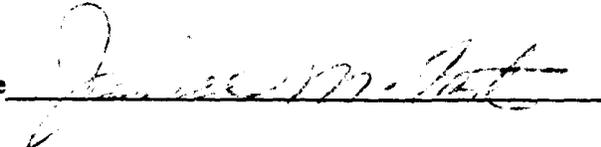
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

(0100715035)

\$ 21.00 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 

19515-A

Notary Public

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 31 day of July, 1995.



Joan E. Binner  
Notary Public

My Commission Expires: 1/24/97

19515-A

**BILL OF SALE**

For and in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE DAVID J. JOSEPH COMPANY ("Seller") does hereby sell, assign, and transfer unto THE FIRST NATIONAL BANK OF MARYLAND ("Buyer"), and its successors and assigns, all of Seller's right, title, and interest in and to the units of railroad rolling stock described in Appendix A attached hereto and in all attachments and accessions thereto (the "Railcars").

TO HAVE AND TO HOLD the Railcars unto Buyer, its successors and assigns forever.

This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement dated as of June 29, 1995 (the "Purchase Agreement"), between Buyer and Seller and is intended to implement and not to limit or expand (other than as it relates to Seller's representations contained herein) any of the provisions thereof.

Seller hereby warrants to Buyer, and Buyer's successors and assigns, that:

1. Seller has good, valid, and marketable title to the Railcars conveyed hereunder and does hereby transfer good and marketable title thereto, free and clear of any and all encumbrances, liens, charges or defects (other than for liens attributable to actions taken by Chicago and North Western Railway Company as lessee under that certain Railroad Equipment Lease dated as of May 26, 1995, between Seller and Chicago and North Western Railway Company and for Seller's purchase options, rights of first refusal and remarketing rights as specified in Section 13 of the Purchase Agreement);
2. Seller has full power and authority to sell and convey the Railcars to Buyer and has taken all action necessary to authorize, approve and validate such transfer; and
3. Seller has not executed any other Bill of Sale or other instrument which by its term purports to transfer title to the Railcar, or any interest therein, to any other person or entity.

Seller further agrees to forever warrant and defend the title to the Railcars unto Buyer, its successors and assigns, against all claims and demands.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THE PURCHASE AGREEMENT AND IN THIS BILL OF SALE, SELLER MAKES NO OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, AND EXCEPT AS EXPRESSLY PROVIDED FOR IN THE PURCHASE AGREEMENT, SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE RAILCARS HEREWITH, BE DEEMED TO HAVE MADE ANY REPRESENTATION

OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, OPERABILITY, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE RAILCARS.

Seller further covenants that it will from time to time on demand execute any and all such further instruments which Buyer, its successors and assigns, may deem necessary, desirable or proper to effect the complete transfer of the Railcars or any interest therein unto Buyer, its successors and assigns, or better to evidence the right, title and interest of Buyer, its successors and assigns.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND AND SHALL BE DEEMED TO HAVE BEEN EXECUTED AND DELIVERED IN BALTIMORE, MARYLAND.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale, under seal, as of the 28th day of July, 1995.

WITNESS:

THE DAVID J. JOSEPH COMPANY

Linda M. Baughman

By: Douglas F. McMillan (SEAL)  
Douglas F. McMillan  
Vice President

STATE OF OHIO            )  
                                  )    SS:  
COUNTY OF HAMILTON)

On this 28th day of July, 1995, before me the subscriber, Julia R. Jones, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Douglas F. McMillan, to me personally known, who stated and acknowledged that he is the Vice President of The David J. Joseph Company, a Delaware corporation, and duly authorized by authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of July, 1995.

*Julia R. Jones*  
(Notary Signature)

My commission expires:

2-27-2000



**JULIA R. JONES**  
Notary Public, State of Ohio  
My Commission Expires Feb. 27, 2000

**APPENDIX A**

**BILL OF SALE**

**DESCRIPTION OF EQUIPMENT**

Seventy-one (71), 1979 Hawker Siddeley-built, 100 ton, 4650 cubic foot, covered hopper railcars bearing reporting marks as follows:

<b><u>OLD NUMBER</u></b>	<b><u>NEW NUMBER</u></b>
FLIX 2003	CNW 460503
FLIX 2004	CNW 460504
FLIX 2013	CNW 460512
FLIX 2017	CNW 460516
FLIX 2027	CNW 460526
FLIX 2030	CNW 460529
FLIX 2033	CNW 460532
FLIX 2036	CNW 460535
FLIX 2039	CNW 460538
FLIX 2042	CNW 460541
FLIX 2046	CNW 460544
FLIX 2054	CNW 460552
FLIX 2060	CNW 460558
FLIX 2068	CNW 460566
FLIX 2070	CNW 460568
FLIX 2091	CNW 460587
FLIX 2092	CNW 460588
FLIX 2093	CNW 460589
FLIX 2097	CNW 460593
FLIX 2125	CNW 460620
FLIX 2127	CNW 460622
FLIX 2129	CNW 460624
FLIX 2130	CNW 460625
FLIX 2139	CNW 460634
FLIX 2182	CNW 460673
FLIX 2188	CNW 460679
FLIX 2193	CNW 460684
FLIX 2200	CNW 460691
FLIX 2204	CNW 460695
FLIX 2211	CNW 460702
FLIX 2214	CNW 460704
FLIX 2217	CNW 460707
FLIX 2230	CNW 460719
FLIX 2234	CNW 460723

APPENDIX A

BILL OF SALE  
(CONT'D)

OLD NUMBER

NEW NUMBER

FLIX 2237	CNW 460726
FLIX 2242	CNW 460731
FLIX 2244	CNW 460733
FLIX 2252	CNW 460739
FLIX 2253	CNW 460740
FLIX 2256	CNW 460742
FLIX 2258	CNW 460744
FLIX 2260	CNW 460746
FLIX 2261	CNW 460747
FLIX 2263	CNW 460748
FLIX 2266	CNW 460751
FLIX 2277	CNW 460762
FLIX 2281	CNW 460766
FLIX 2290	CNW 460773
FLIX 2303	CNW 460786
FLIX 2341	CNW 460818
FLIX 2344	CNW 460821
FLIX 2346	CNW 460823
FLIX 2348	CNW 460825
FLIX 2353	CNW 460830
FLIX 2356	CNW 460832
FLIX 2383	CNW 460858
FLIX 2391	CNW 460866
FLIX 2411	CNW 460886
FLIX 2415	CNW 460889
FLIX 2419	CNW 460893
FLIX 2429	CNW 460903
FLIX 2430	CNW 460904
FLIX 2432	CNW 460906
FLIX 2442	CNW 460916
FLIX 2446	CNW 460920
FLIX 2447	CNW 460921
FLIX 2464	CNW 460938
FLIX 2467	CNW 460941
FLIX 2479	CNW 460952
FLIX 2492	CNW 460964
FLIX 2497	CNW 460969