

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL  
URBAN A. LESTER

May 6, 1996

20044

MAY 6 11 25 AM '96

MAY 6 11 25 AM '96

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

20044 - A, B, C

MAY 6 11 25 AM '96

MAY 6 11 25 AM '96

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Purchase Agreement, dated as of May 1, 1996, a primary document as defined in the Commission's Rules for the Recordation of Documents and two (2) copies each of the following secondary documents related thereto: a Purchase Agreement Assignment, dated May 1, 1996, a Bill of Sale, dated May 1, 1996 and a Memorandum of Lease Agreement, dated April 23, 1996.

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

Purchase Agreement

Seller: Ohio Central Railroad, Incorporated  
136 South Fifth Street  
Coshocton, Ohio 43812

Buyer: Arizona & California Railroad Company  
Limited Partnership  
PO Box AF  
Parker, Arizona 85344

*Country Parts - Part 1*

MAY 6 11 25 AM '96

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Mr. Vernon A. Williams  
May 6, 1996  
Page 2

Purchase Agreement Assignment

Assignor: Arizona & California Railroad Company  
Limited Partnership  
PO Box AF  
Parker, Arizona 85344

Assignee: BA Leasing & Capital Corporation  
Four Embarcadero Center  
San Francisco, California 94111

Bill of Sale

Seller: Ohio Central Railroad, Incorporated  
136 South Fifth Street  
Coshocton, Ohio 43812

Buyer: BA Leasing & Capital Corporation  
Four Embarcadero Center  
San Francisco, California 94111

Memorandum of Lease Agreement

Lessor: BA Leasing & Capital Corporation  
Four Embarcadero Center  
San Francisco, California 94111

Lessee: Arizona & California Railroad Company  
Limited Partnership  
PO Box AF  
Parker, Arizona 85344

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

Five (5) locomotives OHCR 4201, OHCR 4217, OHCR 4220, OHCR 4236  
and OHCR 4239.

Mr. Vernon A. Williams  
May 6, 1996  
Page 3

Also enclosed is a check in the amount of \$84.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

20044

**OHIO CENTRAL RAILROAD, INCORPORATED**

**BILL OF SALES & PURCHASE AGREEMENT**

**OHIO CENTRAL RAILROAD, INCORPORATED** (Seller) hereby grants, transfers and delivers to **ARIZONA & CALIFORNIA RAILROAD COMPANY LIMITED PARTNERSHIP**, an Arizona limited partnership (Buyer) all of its rights, title and interest in and to the following equipment:

- GP-30m OHCR 4201
- GP-30m OHCR 4217
- GP-30m OHCR 4220
- GP-30m OHCR 4236
- GP-30m OHCR 4239

To have and to hold said equipment unto itself or its successors and assigns forever.

Seller warrants that it is the lawful owner of the equipment described above, that it has good right to sell the same. That title to all such equipment is on the date hereof free and clear of all claims, liens and encumbrances of any nature and that the seller will defend such title. Seller warrants that the units will be in good running condition, excluding any kind of vandalism or unforeseen damage that could be incurred while in route to their destination.

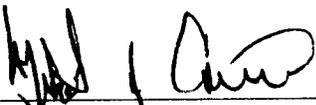
Seller makes no warranty of representation, express or implied, as to design, value, operations, or condition, or as to the quality of the material or workmanship in the equipment. Seller makes no warranty of merchantability or fitness of the equipment for any particular purpose or any other warranty or representation whatsoever, except as is set forth specifically in paragraphs 1 and 2 above. Seller shall in no event be responsible for damages arising in strict liability or for incidental or consequential damages, however arising.

The following is the agreed upon prices:

|                  |              |
|------------------|--------------|
| GP-30m OHCR 4201 | \$101,000.00 |
| GP-30m OHCR 4217 | \$105,000.00 |
| GP-30m OHCR 4220 | \$105,000.00 |
| GP-30m OHCR 4236 | \$105,000.00 |
| GP-30m OHCR 4239 | \$105,000.00 |
| <br>             |              |
| GRAND TOTAL      | \$521,000.00 |

Seller agrees to deliver the equipment to buyers interchange point immediately upon receipt of the funds.

In witness whereof, the undersigned has caused this instrument to be executed and delivered as of May 1, 1996.

  
\_\_\_\_\_  
OHIO CENTRAL RAILROAD,  
INCORPORATED

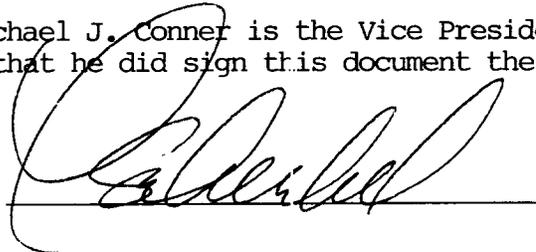
Vice-President  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ARIZONA & CALIFORNIA  
RAILROAD COMPANY LIMITED  
PARTNERSHIP, an Arizona limited  
Partnership

\_\_\_\_\_  
TITLE

STATE OF OHIO,  
COUNTY OF COSHOCTON, ss.

I, Paul R. Scherbel, personally know Michael J. Conner is the Vice President of Ohio Central Railroad, Incorporated, and that he did sign this document the 1st day of May, 1996.

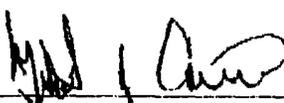
  
\_\_\_\_\_



**PAUL R. SCHERBEL**  
NOTARY PUBLIC  
STATE OF OHIO  
NO. 21111

Seller agrees to deliver the equipment to buyers interchange point immediately upon receipt of the funds.

In witness whereof, the undersigned has caused this instrument to be executed and delivered as of May 1, 1996.

  
\_\_\_\_\_  
OHIO CENTRAL RAILROAD,  
INCORPORATED

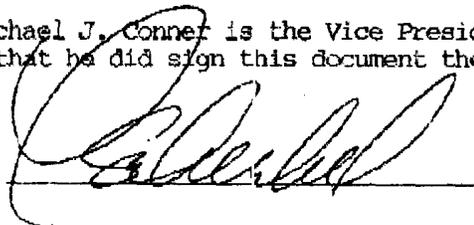
Vice-President  
\_\_\_\_\_  
TITLE

  
\_\_\_\_\_  
ARIZONA & CALIFORNIA  
RAILROAD COMPANY LIMITED  
PARTNERSHIP, an Arizona limited  
Partnership

PRESIDENT, PARTNERSHIP CORP  
\_\_\_\_\_  
TITLE GENERAL PARTNER

STATE OF OHIO,  
COUNTY OF COSHOCTON, ss.

I, Paul R. Scherbel, personally know Michael J. Conner is the Vice President of Ohio Central Railroad, Incorporated, and that he did sign this document the 1st day of May, 1996.

  
\_\_\_\_\_



**PAUL R. SCHERBEL, ATTORNEY AT LAW**  
(Member Federal Bar, State of Ohio)  
My Commission Expires on 05/01/98  
Section 107.03 O.R.C.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

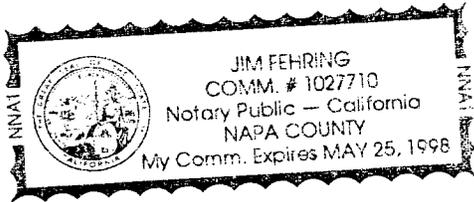
State of California

County of Napa

On May 2, 1996 before me, Jim Fehring, Notary Public  
Date Name and Title of Officer (e.g., "Jane Coe, Notary Public")

personally appeared David L. Parkinson  
Name(s) of Signer(s)

personally known to me - **OR** -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jim Fehring  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

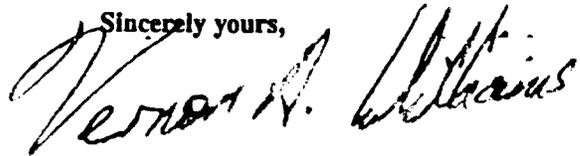
5/6/96

Robert W. Alvord  
Alvord And Alvord  
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 5/6/96 at 11:30AM, and assigned recordation number(s). 20044, 20044-A, 20044-B and 20044-C

Sincerely yours,



Vernon A. Williams  
Secretary

Enclosure(s)

\$ 84.00 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

