BALL JANIK LLP

ATTORNEYS

1455 F STREET, NW, SUITE 225
WASHINGTON, D C 20005

TELEPHONE 202-638-3307
FACSIMILE 202-783-6947

RECORDATION NO. 16845-C FILED

NOV 13 '97 3-50PM

LOUIS E. GITOMER
OF COUNSEL
(202) 466-6532

lgitomer@balljanik.com

RECEIVED
SURFACE TRANSPORTATION BOARD
NOV 13 3 50 PM '97

November 13, 1997

Counterpart - Original

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

Dear Secretary Williams:

I have enclosed one original and three certified copies of the first document described below, and one original and one certified copy of the second document described below, both to be recorded pursuant to 49 U.S.C. § 11301.

I. The first document is a Bill of Sale and Assignment and Assumption Agreement, a secondary document, dated as of March 31, 1995. The primary documents to which this is connected are recorded under Recordation Nos. 16845 and 16846. We request that this document be recorded under Recordation Nos. 16845-C and 16846-C.

The name and address of the parties to the Bill of Sale and Assignment and Assumption Agreement are:

Assignor:

GATX Capital Corporation
Four Embarcadero Center
San Francisco, CA 94111

Assignee:

GATX Third Aircraft Corporation
Four Embarcadero Center
San Francisco, CA 94111

A description of the equipment covered by the Bill of Sale and Assignment and Assumption Agreement consists of 289 100-ton 4000CF Steel Bodied Coal Porter Gondola cars numbered ARHX 1-139, inclusive, and ARHX 200-349, inclusive.

II. The second document is a Lease Termination Instrument, a secondary document, dated November 12, 1997. The primary document to which this is connected is recorded under Recordation No. 16846. We request that this document be recorded under Recordation No. 16846-D

The name and address of the party to the Lease Termination Instrument is:

Lessor:

GATX Third Aircraft Corporation
Four Embarcadero Center
San Francisco, CA 94111

A description of the equipment covered by the Lease Termination Instrument consists of 289 100-ton 4000CF Steel Bodied Coal Porter Gondola cars numbered ARHX 1-139, inclusive, and ARHX 200-349, inclusive.

A fee of $72.00 is enclosed. Please return the originals and one certified copy to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the documents to appear in the index follows: (1) a Bill of Sale and Assignment and Assumption Agreement between GATX Capital Corporation, Four Embarcadero Center, San Francisco, CA 94111, and GATX Third Aircraft Corporation, Four Embarcadero Center, San Francisco, CA 94111; and (2) a Lease Termination Instrument by GATX Third Aircraft Corporation, Four Embarcadero Center, San Francisco, CA 94111, both covering 289 100-ton 4000CF Steel Bodied Coal Porter Gondola cars numbered ARHX 1-139, inclusive, and ARHX 200-349, inclusive.

Very Truly Yours,

Louis E. Gitomer

Enclosures

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

OFFICE OF THE SECRETARY

Louis E. Gitomer
Of Counsel
Ball Janik LLP
1455 F Street, NW., Ste. 225
Washington, DC., 20005

DATE: 11/13/97

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177.3 (c), on 11/13/97 at 3:50PM, and assigned recordation number(s). 16845-C, 16846-C, 16846-D and 21003

Sincerely Yours,

Vernon A. Williams
Secretary

Enclosure(s)

$ 96.00 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. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature

RECORDATION NO. 16845-C FILED

NOV 13 '97 3:50PM

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

In consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GATX CAPITAL CORPORATION, a Delaware corporation ("Seller"), owner of the railcars described on Exhibit A attached hereto (the "Equipment") hereby sells, grants, transfers and delivers all of its right, title and interest in and to the Equipment to GATX THIRD AIRCRAFT CORPORATION ("Purchaser"), its successors and assigns, to have and to hold forever. The Equipment is sold "as is" and "where is". The Equipment is subject to that certain Lease of Railroad Equipment dated as of February 28, 1990 (the "Lease") between GATX Capital Corporation, successor in interest to Westinghouse Credit Corporation, and Arch Mineral Corporation.

Seller further assigns to the Purchaser all of its right, title, interest and obligations to and under the Lease, and Purchaser hereby accepts such assignment of the Lease and assumes such obligations of Seller under the Lease.

IN WITNESS WHEREOF, this Bill of Sale and Assignment and Assumption Agreement has been executed by Seller and Purchaser as of March 31, 1995.

GATX CAPITAL CORPORATION

By: Thomas C. Nord
Its: Vice President

GATX THIRD AIRCRAFT CORPORATION

By: Thomas C. Nord
Its: Vice President

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On this 12th day of November, 1997 before me, D. M. Steinway, Notary Public, personally appeared Thomas C. Nord, to me personally known, who being by me duly sworn, says that he is a Vice President of GATX Capital Corporation, that the foregoing 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.

D. M. STEINWAY
Commission #1069296
Notary Public — California
San Francisco County
My Comm. Expires Aug 17, 1999

[Notarial Seal]

D M Steinway
Notary Public

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On this 12th day of November, 1997 before me, D. M. Steinway, Notary Public, personally appeared Thomas C. Nord, to me personally known, who being by me duly sworn, says that he is a Vice President of GATX Third Aircraft Corporation, that the foregoing 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.

D M Steinway
Notary Public

[Notarial Seal]

EXHIBIT A

289 100 Ton 4000CF Steel Bodied Coal Porter Gondola Cars Manufactured By Bethlehem Steel Corp.

ARHX 1	ARHX 49	ARHX 97	ARHX 205	ARHX 253	ARHX 301
ARHX 2	ARHX 50	ARHX 98	ARHX 206	ARHX 254	ARHX 302
ARHX 3	ARHX 51	ARHX 99	ARHX 207	ARHX 255	ARHX 303
ARHX 4	ARHX 52	ARHX 100	ARHX 208	ARHX 256	ARHX 304
ARHX 5	ARHX 53	ARHX 101	ARHX 209	ARHX 257	ARHX 305
ARHX 6	ARHX 54	ARHX 102	ARHX 210	ARHX 258	ARHX 306
ARHX 7	ARHX 55	ARHX 103	ARHX 211	ARHX 259	ARHX 307
ARHX 8	ARHX 56	ARHX 104	ARHX 212	ARHX 260	ARHX 308
ARHX 9	ARHX 57	ARHX 105	ARHX 213	ARHX 261	ARHX 309
ARHX 10	ARHX 58	ARHX 106	ARHX 214	ARHX 262	ARHX 310
ARHX 11	ARHX 59	ARHX 107	ARHX 215	ARHX 263	ARHX 311
ARHX 12	ARHX 60	ARHX 108	ARHX 216	ARHX 264	ARHX 312
ARHX 13	ARHX 61	ARHX 109	ARHX 217	ARHX 265	ARHX 313
ARHX 14	ARHX 62	ARHX 110	ARHX 218	ARHX 266	ARHX 314
ARHX 15	ARHX 63	ARHX 111	ARHX 219	ARHX 267	ARHX 315
ARHX 16	ARHX 64	ARHX 112	ARHX 220	ARHX 268	ARHX 316
ARHX 17	ARHX 65	ARHX 113	ARHX 221	ARHX 269	ARHX 317
ARHX 18	ARHX 66	ARHX 114	ARHX 222	ARHX 270	ARHX 318
ARHX 19	ARHX 67	ARHX 115	ARHX 223	ARHX 271	ARHX 319
ARHX 20	ARHX 68	ARHX 116	ARHX 224	ARHX 272	ARHX 320
ARHX 21	ARHX 69	ARHX 117	ARHX 225	ARHX 273	ARHX 321
ARHX 22	ARHX 70	ARHX 118	ARHX 226	ARHX 274	ARHX 322
ARHX 23	ARHX 71	ARHX 119	ARHX 227	ARHX 275	ARHX 323
ARHX 24	ARHX 72	ARHX 120	ARHX 228	ARHX 276	ARHX 324
ARHX 25	ARHX 73	ARHX 121	ARHX 229	ARHX 277	ARHX 325
ARHX 26	ARHX 74	ARHX 122	ARHX 230	ARHX 278	ARHX 326
ARHX 27	ARHX 75	ARHX 123	ARHX 231	ARHX 279	ARHX 327
ARHX 28	ARHX 76	ARHX 124	ARHX 232	ARHX 280	ARHX 328
ARHX 29	ARHX 77	ARHX 125	ARHX 233	ARHX 281	ARHX 329
ARHX 30	ARHX 78	ARHX 126	ARHX 234	ARHX 282	ARHX 330
ARHX 31	ARHX 79	ARHX 127	ARHX 235	ARHX 283	ARHX 331
ARHX 32	ARHX 80	ARHX 128	ARHX 236	ARHX 284	ARHX 332
ARHX 33	ARHX 81	ARHX 129	ARHX 237	ARHX 285	ARHX 333
ARHX 34	ARHX 82	ARHX 130	ARHX 238	ARHX 286	ARHX 334
ARHX 35	ARHX 83	ARHX 131	ARHX 239	ARHX 287	ARHX 335
ARHX 36	ARHX 84	ARHX 132	ARHX 240	ARHX 288	ARHX 336
ARHX 37	ARHX 85	ARHX 133	ARHX 241	ARHX 289	ARHX 337
ARHX 38	ARHX 86	ARHX 134	ARHX 242	ARHX 290	ARHX 338
ARHX 39	ARHX 87	ARHX 135	ARHX 243	ARHX 291	ARHX 339
ARHX 40	ARHX 88	ARHX 136	ARHX 244	ARHX 292	ARHX 340
ARHX 41	ARHX 89	ARHX 137	ARHX 245	ARHX 293	ARHX 341
ARHX 42	ARHX 90	ARHX 138	ARHX 246	ARHX 294	ARHX 342
ARHX 43	ARHX 91	ARHX 139	ARHX 247	ARHX 295	ARHX 343
ARHX 44	ARHX 92	ARHX 200	ARHX 248	ARHX 296	ARHX 344
ARHX 45	ARHX 93	ARHX 201	ARHX 249	ARHX 297	ARHX 345
ARHX 46	ARHX 94	ARHX 202	ARHX 250	ARHX 298	ARHX 346
ARHX 47	ARHX 95	ARHX 203	ARHX 251	ARHX 299	ARHX 347
ARHX 48	ARHX 96	ARHX 204	ARHX 252	ARHX 300	ARHX 348
					ARHX 349

BALL JANIK LLP

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Bill of Sale and Assignment and Assumption Agreement, dated as of March 31, 1995, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Louis E. Gitomer
November 13, 1997