

RAILCAR, Ltd.
Suite 303
1819 Peachtree Road, N.E.
Atlanta, Georgia 30309-1847

(404) 355-6734
Fax (404) 352-8814

17289
APR 22 1991 - 2 20 PM
INTERSTATE COMMERCE COMMISSION



April 16, 1991

Interstate Commerce Commission
12th and Constitution Ave., N.W.
Washington, DC 20423

1-112A049

Attn: Ms. Mildred Lee
Room 2303

Re: Bill of Sale between Railcar, Ltd. and C.K. Industries, Inc.

Dear Ms. Lee:

Enclosed herewith are three (3) originally executed and notarized copies of a Bill of Sale by and between the Railcar, Ltd. as seller and C.K. Industries, Ind., as purchaser. The Bill of Sale is for two (2) 100 Ton, three pocket, 2,929 cubic foot capacity, covered hoppers bearing the reporting marks and car numbers RMGX 3218 and RMGX 3219.

The address of the parties are as follows:

Railcar, Ltd. *new*
1819 Peachtree Road, N.E., Suite 303
Atlanta, GA 30309

C.K. Industries, Inc. *Paulson*
P.O. Box 0087
Deland, FL 32721

I would appreciate your recording the enclosed Bill of Sale and returning two (2) copies to me. A check for the filing fee in the amount of \$15.00 is enclosed.

Thank you for your assistance.

Very truly yours,

Kevin F. O'Gara, Jr.
Manager - Investor Relations

APR 22 2 20 PM '91
MOTOR OPERATING UNIT

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

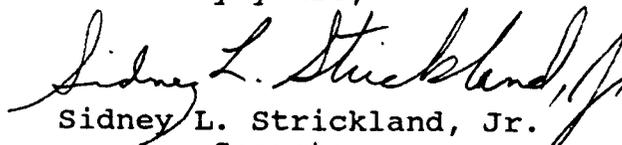
4/22/91

Kevin F. O'Gara-
Manager-Investor Relations
Railcar. Ltd.
Suite 303
1819 Peachtree Road, N. E.
Atlanta, Georgia 30309-1847

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/22/91 at 2:20PM, and assigned recordation number(s). 17289.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17289
RECEIVED

APR 22 1991 - 2 20 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

THIS BILL OF SALE is made this 8th day of March, 1991, between RAILCAR, LTD. ("SELLER") and C.K. INDUSTRIES, INC. ("BUYER").

Seller hereby sells, transfers and delivers to Buyer all of Seller's right, title and interest in and to the equipment described on Schedule I attached hereto and made a part hereof (the "Equipment").

Such sale is made in consideration of the payment to Buyer to Seller of \$1.00 (One Dollar) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Buyer is purchasing the Equipment in reliance upon its personal inspection and knowledge of the Equipment in an "as is" condition.

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE EXCEPT THAT (1) BUYER WILL ACQUIRE GOOD TITLE TO THE EQUIPMENT FREE FROM ANY AND ALL ENCUMBRANCES, LIENS AND OTHER DEFECTS OF TITLE, AND (2) SELLER IS THE LAWFUL OWNER OF THE EQUIPMENT AND HAS FULL RIGHT AND AUTHORITY TO SELL THE EQUIPMENT TO BUYER. SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE EQUIPMENT. EXCEPT AS SET FORTH IN THIS PARAGRAPH, BUYER HEREBY ASSUMES ANY AND ALL OF SELLER'S CLAIMS, LIABILITIES AND OBLIGATIONS, ACCRUED OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT.

Seller agrees to pay and hold harmless Buyer from and against any and all liabilities, obligations, losses, damages, expenses (including, without limitation, attorneys' fees), penalties, claims, actions and suits resulting from and imposed upon, incurred by or asserted against Buyer as a consequence of breach of the warranties of title, ownership and authority contained herein.

SELLER:

RAILCAR, LTD.

BY: Willy L. Pierce
Wils L. Pierce
President

SCHEDULE I

DATE OF BILL OF SALE: March 8, 1991
SELLER: RAILCAR, LTD.
BUYER: C.K. INDUSTRIES, INC.
EQUIPMENT: 100 Ton, three pocket, covered hopper,
2,929 cubic foot capacity, rebuilt in
accordance with AAR Rule 88.
QUANTITY: Two (2)
REPORTING MARKS AND NUMBERS: RMGX 3218
RMGX 3219

0144Q

