

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60601-7567
312-558-1000

TWX NUMBER
910-221-1154
TELECOPIER
312-750-8600

529 FIFTH AVENUE
NEW YORK, NEW YORK 10017-4608
212-949-7075

580 HOWARD AVENUE
SOMERSET, NEW JERSEY 08873
201-563-2700

888 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4103
202-296-8600

1-193A023

July 11, 1991

Ms. Noretta R. McGee
INTERSTATE COMMERCE COMMISSION
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20432

17429
REGISTRATION NO. _____ FILED 1415

JUL 12 1991 -12 00 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original and three photostatic copies of a Bill of Sale, dated July 3, 1991, from BancBoston Leasing, Inc. ("Seller") to GWI Leasing Corporation ("Buyer").

The names and addresses of the parties to the Bill of Sale are:

Buyer:

GWI Leasing Corporation
71 Lewis Street
Greenwich, Connecticut 06830

Seller:

BancBoston Leasing, Inc.
100 Federal Street
Boston, Massachusetts 02110

JUL 12 12 22 PM '91
MOTOR CARRIER UNIT

A description of the rail cars covered by the Bill of Sale is set forth on Exhibit A attached thereto.

A check in the amount of \$15.00, payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Bill of Sale.

Kindly return the three stamped photostatic copies of

*Carol P. ...
Kara A. ...*

Ms. Noretta McGee
July 11, 1991
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the Bill of Sale to Kelley W. White, Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois.

The following is a short summary of the enclosed document:

Primary Document

A Bill of Sale dated July 3, 1991 from BancBoston Leasing, Inc. to GWI Leasing, Inc. covering one hundred (100) 100-ton covered hopper rail cars described on Exhibit A attached thereto.

Very truly yours,



Kelley W. White

KWW/ws

Enclosures

cc: Robert W. Kleinman (w/encls.)
Susan G. Lichtenfeld (w/encls.)

GWI Leasing Corporation
Schedule of Cars to be Purchased
From BancBoston Leasing on June 30, 1991
Revised 7/2/91

	car	purchase
	number	price
50	10099	22,500
51	10100	22,500
52	10102	22,500
53	10103	22,500
54	10104	22,500
55	10105	22,500
56	10110	22,500
57	10111	22,500
58	10112	22,500
59	10119	22,500
60	10120	22,500
61	10121	22,500
62	10123	22,500
63	10124	22,500
64	10126	18,500
65	10130	22,500
66	10131	22,500
67	10133	18,500
68	10135	18,500
69	10138	22,500
70	10139	22,500
71	10140	22,500
72	10142	22,500
73	10145	22,500
74	10146	22,500
75	10147	22,500
76	10152	18,500
77	10156	22,500
78	10157	22,500
79	10158	22,500
80	10159	22,500
81	10162	22,500
82	10163	22,500
83	10164	18,500
84	10166	22,500
85	10168	18,500
86	10169	18,500
87	10171	18,500
88	10172	22,500
89	10173	22,500
90	10177	22,500
91	10178	22,500
92	10179	22,500
93	10181	22,500
94	10184	22,500
95	10187	22,500
96	10190	22,500
97	10191	22,500
98	10193	22,500

GWI Leasing Corporation
Schedule of Cars to be Purchased
From BancBoston Leasing on June 30, 1991
Revised 7/2/91

	car number	purchase price
99	10195	22,500
100	10199	22,500
		<u>2,206,000</u>



BancBoston Leasing

a BANK OF BOSTON company

17429

RECORDED TO FILED 1991

JUL 12 1991 -12 30 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

KNOW ALL PERSONS BY THESE PRESENTS:

That BancBoston Leasing Inc. ("Seller") with its principal place of business at 100 Federal Street, Boston, Massachusetts 02110 for and in consideration of Two million two hundred six thousand dollars and no cents (\$ 2,206,000.00), the receipt of which is hereby acknowledged, hereby sells, conveys, transfers, assigns and delivers to GWI Leasing Corporation ("Buyer") with its principal place of business at 71 Lewis Street, Greenwich, CT 06830, its successors and assigns, all of Seller's right, title and interest in and to the equipment ("Equipment"), described in Exhibit A attached hereto and made a part hereof, to have and to hold the same.

It is understood and agreed between Buyer and Seller that the Equipment is sold AS IS, WHERE IS, and WITH ALL FAULTS. SELLER WARRANTS THAT TITLE TO THE EQUIPMENT IS FREE OF ALL LIENS, CLAIMS AND ENCUMBRANCES ARISING BY OR THROUGH SELLER WITH THE SOLE EXCEPTION OF THE FOREGOING, THE SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR USE OR FOR A PARTICULAR PURPOSE

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized officer this 3rd day of July, 1991.

BancBoston Leasing Inc

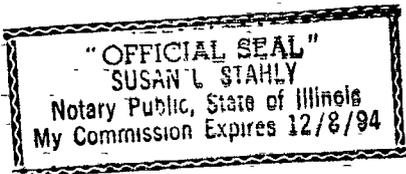
By [Signature]

Title Vice President

FORM-27 (REV 9-87)

Subscribed and sworn to this 3rd day of July, 1991.

[Signature]
Notary Public





BancBoston Leasing Inc.

100 FEDERAL STREET, BOSTON, MASSACHUSETTS 02110
TELEPHONE (617) 434-3595

DATE: July 2, 1991

INVOICE TO: GWI Leasing Corporation
71 Lewis Street
Greenwich, CT 06830
ATTN: Mr. Mark W. Hastings, Treasurer

INVOICE NO:

DUE: 07/01/91

MAKE CHECK PAYABLE TO: BancBoston Leasing Inc. formerly known as
Firstbank Financial Corporation

SCH # 002

Partial Early Lease Buyout of (100) 100 ton lined covered hopper cars
(see attached list for markings) as of June 30, 1991

Description of Equipment: See Attached Exhibit A

Total Amount Due

\$2,206,000.00

Location of Equipment: Based in New York. Cars are located throughout
the United States in Interstate Commerce.

AS IS / WHERE IS

Under the terms of the Lease between us, you, as lessee, are liable for all
license fees, taxes levied, during the period that BancBoston Leasing Inc.
was owner lessor. Taxes may have accrued on this equipment for which we
have not as yet been billed. Please be advised that under the agreement
you continue to remain obligated for these amounts and for any other
obligations which may survive the term of the Lease.

GWI Leasing Corporation
Schedule of Cars to be Purchased
From BancBoston Leasing on June 30, 1991
Revised 7/2/91

	car number		purchase price
1	10003	GWIX	22,500
2	10004		22,500
3	10006		22,500
4	10009		18,500
5	10010		22,500
6	10017		22,500
7	10018		22,500
8	10019		22,500
9	10021		22,500
10	10022		22,500
11	10023		22,500
12	10024		22,500
13	10025		22,500
14	10027		22,500
15	10030		18,500
16	10031		22,500
17	10032		22,500
18	10034		22,500
19	10036		22,500
20	10040		18,500
21	10041		22,500
22	10043		22,500
23	10044		22,500
24	10045		22,500
25	10047		22,500
26	10048		22,500
27	10049		22,500
28	10054		22,500
29	10058		22,500
30	10060		22,500
31	10061		22,500
32	10063		22,500
33	10065		22,500
34	10068		22,500
35	10069		22,500
36	10070		22,500
37	10071		22,500
38	10074		22,500
39	10077		22,500
40	10079		22,500
41	10080		22,500
42	10082		22,500
43	10083		22,500
44	10084		22,500
45	10088		22,500
46	10090		22,500
47	10092		22,500
48	10093		22,500
49	10097		22,500