Taylor, Morell & Gitomer

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January 25, 1994

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RECORDATION NO. 9765-G FILED 1425

JAN 25 1994 -10 40 AM

INTERSTATE COMMERCE COMMISSION

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary Strickland:

I have enclosed two originals and ten certified copies of each of the two documents described below (a total of 24 documents), to be recorded pursuant to 49 U.S.C. § 11303.

The first document is a Bill of Sale, dated January 13, 1994, and the second document is a Lease Termination Instrument, also dated January 13, 1994. Both are secondary documents. The primary documents to which these documents are connected are recorded under Recordation Nos. 9762, 9763, 9765, 16037, 16038, and 16062. We request that the Bill of Sale be recorded under Recordation Nos. 9762-E, 9763-D, 9765-G, 16037-E, 16038-F, and 16062-D and that the Lease Termination Instrument be recorded under Recordation Nos. 9762-F, 9763-E, 9765-H, 16037-F, 16038-G, and 16062-E.

The name and address of the party to the Bill of Sale is as follows:

Seller:

GATX Third Aircraft Corporation
Suite 2200
Four Embarcadero Center
San Francisco, CA 94111

A description of the equipment covered by the Bill of Sale consists of 98 70-ton 50'6" boxcars numbered BN 223530 and 223668; NTR 5000, 5004, 5005, 5007-5009, inclusive, 5019, 5029, and 5030; OHRY 1000-1002, inclusive; and TOE 5001-5005, inclusive, 5007, 5009, 5010, 5014, 5016, 5017, 5019, 5021-5023, inclusive, 5026-5029, inclusive, 5031-5048, inclusive, 5050-5073, inclusive, and 7750-7772, inclusive.

The names and addresses of the parties to the Lease Termination Instrument are as follows:

Lessor:

GATX Third Aircraft Corporation (as assignee of Southtrust Bank of Alabama, National Association, as successor to Birmingham Trust National Bank)
Suite 2200
Four Embarcadero Center
San Francisco, CA 94111

Lessee:

General Electric Railcar Services Corporation
33 West Monroe Street
Chicago, IL 60603

A description of the equipment covered by the Lease Termination Instrument consists of 98 70-ton 50'6" boxcars numbered BN 223530 and 223668; NTR 5000, 5004, 5005, 5007-5009, inclusive, 5019, 5029, and 5030; OHRY 1000-1002, inclusive; and TOE 5001-5005, inclusive, 5007, 5009, 5010, 5014, 5016, 5017, 5019, 5021-5023, inclusive, 5026-5029, inclusive, 5031-5048, inclusive, 5050-5073, inclusive, and 7750-7772, inclusive.

A fee of $216.00 is enclosed. Please return the four originals and eight certified copies to:

Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

A short summary of the documents to appear in the index follows: (1) a Bill of Sale, dated January 13, 1994, by GATX Third Aircraft Corporation, Suite 2200, Four Embarcadero Center, San Francisco, CA 94111, covering 98 70-ton 50'6" boxcars numbered BN 223530 and 223668; NTR 5000, 5004, 5005, 5007-5009, inclusive, 5019, 5029, and 5030; OHRY 1000-1002, inclusive; and TOE 5001-5005, inclusive, 5007, 5009, 5010, 5014, 5016, 5017, 5019, 5021-5023, inclusive, 5026-5029, inclusive, 5031-5048, inclusive, 5050-5073, inclusive, and 7750-7772, inclusive; and (2) a Lease Termination Instrument, dated January 13, 1994, by GATX Third Aircraft Corporation (as assignee of Southtrust Bank of Alabama, National Association, as successor to Birmingham Trust National Bank), Four Embarcadero Center, Suite 2200, San

Francisco, CA 94111, and General Electric Railcar Services Corporation, 33 West Monroe Street, Chicago, IL 60603, covering 98 70-ton 50'6" boxcars numbered BN 223530 and 223668; NTR 5000, 5004, 5005, 5007-5009, inclusive, 5019, 5029, and 5030; OHRY 1000-1002, inclusive; and TOE 5001-5005, inclusive, 5007, 5009, 5010, 5014, 5016, 5017, 5019, 5021-5023, inclusive, 5026-5029, inclusive, 5031-5048, inclusive, 5050-5073, inclusive, and 7750-7772, inclusive.

Very Truly Yours,

Louis E. Gitomer

Enclosure

9765-G
RECORDATION NO. _____ FILED 1425

JAN 25 1994 -10 40 AM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

In consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GATX Third Aircraft Corporation (the "Seller"), owner of the full legal and beneficial title to 98 50'6", 70 ton box cars more fully described in attached Exhibit A, hereby sells, grants, transfers and delivers all its right, title and interest in and to the Equipment, free and clear of all liens and encumbrances, to General Electric Railcar Leasing Services Corporation (the "Purchaser"), its successors and assigns, to have and to hold forever. The Equipment is sold "as is" and "where is". The description of the Equipment is for the sole purpose of identifying it and is not part of the basis of the bargain.

Seller for itself, its successors and assigns covenants and agrees with Purchaser, its successors and assigns, to warrant and defend the title to the Equipment to Purchaser, its successors and assigns against every person lawfully claiming or laying claim to the same, by, through or under Seller or its predecessors in interest, and hereby agrees to indemnify and hold Purchaser and such persons harmless from any and all liabilities, claims, suits, actions, demands, debts or obligations of every nature or kind (including reasonable attorney's fees) resulting from the lawful claim of any party or paries in any way arising from any defect in title to the Equipment on or prior to the date hereof, excepting only those liens, claims, encumbrances or other defects in Seller's title for which Purchaser is responsible in its capacity as Lessee under that certain Equipment Lease Agreement, dated as of October 1, 1978, as amended and supplemented.

THE WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED, SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR ANY USE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE EQUIPMENT.

IN WITNESS WHEREOF, we have set our hand and seal on January 13, 1994.

GATX THIRD AIRCRAFT CORPORATION

By: _____

Its: VICE PRESIDENT

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Exhibit A

BN	223530								
	223668								
NTR	5000	NTR	5007	NTR	5019				
	5004		5008		5029				
	5005		5009		5030				
OHRY	1000								
	1001								
	1002								
TOE	5001	TOE	5022	TOE	5038	TOE	5052	TOE	5065
	5002		5023		5039		5053		5066
	5003		5026		5040		5054		5067
	5004		5027		5041		5055		5068
	5005		5028		5042		5056		5069
	5007		5029		5043		5057		5070
	5009		5031		5044		5058		5071
	5010		5032		5045		5059		5072
	5014		5033		5046		5060		5073
	5016		5034		5047		5061		
	5017		5035		5048		5062		
	5019		5036		5050		5063		
	5021		5037		5051		5064		
TOE	7750	TOE	7762						
	7751		7763						
	7752		7764						
	7753		7765						
	7754		7766						
	7755		7767						
	7756		7768						
	7757		7769						
	7758		7770						
	7759		7771						
	7760		7772						
	7761								

Total Number of Cars = 98 Cars

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

On January 13, 1994, before me Les S. Leventhal, the undersigned Notary Public, personally appeared John B. West, personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument as Vice President of GATX Third Aircraft Corporation and acknowledged that he~~/she~~ executed it.

Witness my hand and official seal.

Les S. Leventhal
Notary Public

for attachment to the Bill of Sale

LES S. LEVENTHAL
COMM. # 974119
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires SEP 24, 1996

s:\julie\rail\amaxbos.001

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy of the original Bill of Sale dated January 13, 1994, 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
January 25, 1994