

RECORDATION NO. 23294-A FILED

DEC 28 '00 9:16 AM

SURFACE TRANSPORTATION BOARD

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

December 27, 2000

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of December 27, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement which is being filed with the Board under Recordation Number 23294.

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

Seller: WCL Railcars, Inc.
P.O. Box 5062
Rosemont, IL 60017

[Buyer: ICX Corporation]

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

63 boxcars within the series WCCL 43600 - WCCL 43662 and
100 boxcars within the series WC 21550 - WC 21649

Mr. Vernon A. Williams
December 27, 2000
Page Two

A short summary of the document to appear in the index follows:

Bill of Sale from WCL Railcars, Inc., to ICX Corporation,
covering 63 boxcars within the series WCCL 43600 - WCCL
43662 and 100 boxcars within the series WC 21550 - WC 21649.

Also enclosed is a check in the amount of \$26.00 payable to the order
of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

REGISTRATION NO. 23294-A FILED

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BILL OF SALE

SURFACE TRANSPORTATION BOARD

BILL OF SALE, dated as of December 27, 2000, given by ~~WCE RAILCARS~~ SURFACE TRANSPORTATION BOARD INC. (the "Seller") to ICX CORPORATION (the "Buyer").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, all of the Seller's right, title and interest in and to the railroad equipment described in Schedule A hereto (the "Equipment"). THE EQUIPMENT IS SOLD "AS IS, WHERE IS" WITH ALL FAULTS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE SELLER EXPRESSLY SET FORTH HEREIN AND IN THE PURCHASE AND SALE AGREEMENT OF EVEN DATE HERewith BETWEEN THE SELLER AND THE BUYER (THE "PURCHASE AGREEMENT"), SELLER DOES NOT MAKE AND HEREBY DISCLAIMS AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO VALUE, CONDITION, DESIGN, QUALITY, OPERATION, MERCHANTABILITY, SUITABILITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR ABSENCE OF LATENT, INHERENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE) AND THE SELLER EXPRESSLY DISCLAIMS LIABILITY AND SHALL NOT BE LIABLE FOR LOST PROFIT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR COMMERCIAL LOSSES OR DAMAGES OR ANY OTHER LIABILITIES OF WHATEVER KIND, INCLUDING STRICT LIABILITY AND TORT AND INJURIES TO PERSONS OR PROPERTY, IT BEING UNDERSTOOD AND AGREED THAT THE BUYER HAS NOT RELIED ON ANY REPRESENTATION, WARRANTY, OR OTHER STATEMENT MADE BY THE SELLER NOT SET FORTH HEREIN OR IN THE PURCHASE AGREEMENT.

Acceptance of this Bill of Sale by the Buyer when tendered shall constitute an acknowledgment by the Buyer that each item of the Equipment is in every respect satisfactory to the Buyer.

The Seller represents and warrants to the Buyer that: (i) the Seller is the lawful owner of the Equipment and has full right and authority to sell the Equipment to the Buyer, and (ii) the Buyer will acquire good and marketable title to the Equipment, free and clear of all liens, claims, charges, security interests or encumbrances.

The Seller (for itself and its successors and assigns) covenants and agrees with the Buyer to warrant and defend title to the Equipment hereby sold to the Buyer against all claims.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be entered into by its duly authorized officer.

WCL RAILCARS, INC.

By: Marty J. Mickey
Name: Marty J. Mickey
Title: Treasurer

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

On this 21st day of December, 2000, before me appeared Marty J. Mickey, the person who signed this instrument, who acknowledged that (s)he is a Treasurer of WCL RAILCARS, INC., and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

[Seal]

Carol Brandenburg
Notary Public

My commission expires:



SCHEDULE A

DESCRIPTION OF EQUIPMENT

Sixty-three (63) 70-ton boxcars, Plate B, with end of car cushioning and 10' double doors, originally built in 1976, bearing the following road marks and numbers:

WCCL 43600	WCCL 43632
WCCL 43601	WCCL 43633
WCCL 43602	WCCL 43634
WCCL 43603	WCCL 43635
WCCL 43604	WCCL 43636
WCCL 43605	WCCL 43637
WCCL 43606	WCCL 43638
WCCL 43607	WCCL 43639
WCCL 43608	WCCL 43640
WCCL 43609	WCCL 43641
WCCL 43610	WCCL 43642
WCCL 43611	WCCL 43643
WCCL 43612	WCCL 43644
WCCL 43613	WCCL 43645
WCCL 43614	WCCL 43646
WCCL 43615	WCCL 43647
WCCL 43616	WCCL 43648
WCCL 43617	WCCL 43649
WCCL 43618	WCCL 43650
WCCL 43619	WCCL 43651
WCCL 43620	WCCL 43652
WCCL 43621	WCCL 43653
WCCL 43622	WCCL 43654
WCCL 43623	WCCL 43655
WCCL 43624	WCCL 43656
WCCL 43625	WCCL 43657
WCCL 43626	WCCL 43658
WCCL 43627	WCCL 43659
WCCL 43628	WCCL 43660
WCCL 43629	WCCL 43661
WCCL 43630	WCCL 43662
WCCL 43631	

SCHEDULE A

DESCRIPTION OF EQUIPMENT

100 (100) 100-ton boxcars, Plate F, with 10' plug doors, originally built in 1997,
bearing the following road marks and numbers:

WC 21550	WC 21575	WC 21600	WC 21625
WC 21551	WC 21576	WC 21601	WC 21626
WC 21552	WC 21577	WC 21602	WC 21627
WC 21553	WC 21578	WC 21603	WC 21628
WC 21554	WC 21579	WC 21604	WC 21629
WC 21555	WC 21580	WC 21605	WC 21630
WC 21556	WC 21581	WC 21606	WC 21631
WC 21557	WC 21582	WC 21607	WC 21632
WC 21558	WC 21583	WC 21608	WC 21633
WC 21559	WC 21584	WC 21609	WC 21634
WC 21560	WC 21585	WC 21610	WC 21635
WC 21561	WC 21586	WC 21611	WC 21636
WC 21562	WC 21587	WC 21612	WC 21637
WC 21563	WC 21588	WC 21613	WC 21638
WC 21564	WC 21589	WC 21614	WC 21639
WC 21565	WC 21590	WC 21615	WC 21640
WC 21566	WC 21591	WC 21616	WC 21641
WC 21567	WC 21592	WC 21617	WC 21642
WC 21568	WC 21593	WC 21618	WC 21643
WC 21569	WC 21594	WC 21619	WC 21644
WC 21570	WC 21595	WC 21620	WC 21645
WC 21571	WC 21596	WC 21621	WC 21646
WC 21572	WC 21597	WC 21622	WC 21647
WC 21573	WC 21598	WC 21623	WC 21648
WC 21574	WC 21599	WC 21624	WC 21649