

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

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973
—
(202) 393-2266
FAX (202) 393-2156

RECORDATION NO. 23269-A FILED
DEC 28 '00 11:16 AM
SURFACE TRANSPORTATION BOARD
OF COUNSEL
URBAN A. LESTER

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 22, 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 was previously filed with the Board under Recordation Number 23269.

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

Seller: Wisconsin Central Ltd.
P.O. Box 5062
Rosemont, IL 60017

[Buyer: Allfirst Bank]

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

47 boxcars within the series WC 26562- WC 26655

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 Wisconsin Central Ltd., to Allfirst Bank,
covering 47 boxcars within the series WC 26562- WC 26655.

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

RECORDATION NO. 28269-A FILED

DEC 28 '00 11:16 AM

BILL OF SALE

SURFACE TRANSPORTATION BOARD

BILL OF SALE, dated as of December 22, 2000, given by WISCONSIN CENTRAL LTD. (the "Seller") to ALLFIRST BANK (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 arising by, through or under the Seller.

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 arising by, through or under the Seller.

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

WISCONSIN CENTRAL LTD.

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

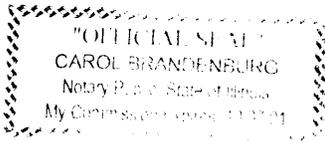
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 20th 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 WISCONSIN CENTRAL LTD. 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

Forty-seven (47) 70-ton, 50'6'' cushioned, Plate B, boxcars with center of car cushioning, 50K nailable steel floors and 10' plug doors, originally built in 1971 by Soo Line Railroad, bearing the following road marks and numbers:

WC 26562	WC 26604
WC 26563	WC 26605
WC 26565	WC 26606
WC 26567	WC 26608
WC 26569	WC 26610
WC 26571	WC 26612
WC 26572	WC 26613
WC 26573	WC 26614
WC 26574	WC 26618
WC 26575	WC 26619
WC 26576	WC 26622
WC 26578	WC 26628
WC 26579	WC 26629
WC 26580	WC 26630
WC 26582	WC 26631
WC 26583	WC 26632
WC 26588	WC 26634
WC 26589	WC 26635
WC 26590	WC 26638
WC 26596	WC 26643
WC 26598	WC 26645
WC 26599	WC 26650
WC 26603	WC 26654
	WC 26655