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John F. Feeney

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OF COUNSEL

February 13, 2006

Secretary
Surface Transportation Board
Washington, DC 20423

RECORDATION NO. 26217 FILED

FEB 24 '06

1-22 PM

Re: Bill of Sale

SURFACE TRANSPORTATION BOARD

Dear Secretary:

I have enclosed an original and one (1) copy of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code. This document is a Bill of Sale. The names and addresses of the parties to the documents are as follows: Walter N. Zambas, Successor Trustee of the Anthony Zambas Trust, 2707 Euclid Street, Santa Monica, California 90405 and Lawrence C. Scorzelli, 100 Highwood Avenue, Waldwick, New Jersey 07463.

A description of the equipment covered by the document follows: Three compartment hopper car identified as No. NOKL67048. A fee of \$33.00 is enclosed. Please return the original and any extra copies not needed by the Board. Thank you.

Very truly yours,

SCANGARELLA, FEENEY & DIXON, L.L.P.

By: _____

David C. Dixon, Esq.

DCD:dkr
Enclosures

RECORDATION NO. 26217 FILED

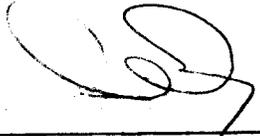
FEB 24 '06

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BILL OF SALE

SURFACE TRANSPORTATION BOARD

PREPARED BY:



David C. Dixon, Esq.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **WALTER N. ZAMBAS**, Successor Trustee of the Anthony Zambas Trust, hereinafter called "seller," for the sum of \$6,250.00 to be paid by **LAWRENCE C. SCORZELLI**, hereinafter called "buyer," receipt of which is hereby acknowledged by seller, does hereby bargain, sell, assign, transfer and make available for possession and delivery at its current location unto the buyer, its successor and assigns forever, one each railroad car identified as No. NOKL67048 the "property." More specifically described as a Three Compartment Hopper Car.

Seller hereby warrants that it is the legal owner of the property, that it has full rights and powers to effect the sale of the property, and that on delivery, the property will be free of mortgages, liens or any other claims against it.

Seller assigns and transfers to the Buyer all of the right, title, and interest in and to the rail car described above.

Seller transfers and sells the aforesaid property in an "as is, where is" condition, with no guarantees as to operability. Seller makes no express or implied warranties of any nature or sort whatsoever concerning said property, including without limitation any warranty as to the merchantability or fitness for purpose.

Sellers warrant that to his knowledge title to this rail car has not been transferred prior to this date to any other buyer. The "Bill of Sale" has been lost and I am unable to locate it.

Seller transfers all his rights title and interest in above rail car including any insurance.

Buyer agrees to become a member of the Cooperative and assumes all obligations of the existing management agreements and leases that have not specifically been excluded herein.

Buyer assumes any risks associated with the purchase of the railcar being purchased sight unseen and without any maintenance records.

Buyer is represented by legal counsel who has reviewed the documents prepared by the sellers's legal counsel.

The buyer's legal counsel will act as Escrow Agent and will send a cashier's check payable to Walter N. Zambas, to the seller after the documents received and been found acceptable.

Recording this document is optional and either the buyer or the seller can choose to record it. The party requesting recording will be responsible for payment of any recording fees.

Buyer and Seller are responsible for their respective legal fees billed by their legal counsel.

Seller, for himself, his heirs, executors, and administrators, covenant and agree to and with the Buyer, to warrant and defend the sale of the property, unto the buyer, his executors, administrators, and assigns, against all lawful claims.

Dated: 12-16-05 at Santa Monica

By: Walter N. Zambas
WALTER N. ZAMBAS, TRUSTEE & SELLER

Dated: 12-20-05 at Compton Plains

By: Lawrence C. Scorzelli
LAWRENCE C. SCORZELLI, BUYER

Acknowledgment

State of California }
 } SS:
County of Los Angeles }

On this 16th Day of December, 2005, before me, Marie N. Betts, a Notary Public in and for said County and State, personally appeared **WALTER N. ZAMBAS**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



(SEAL)

Signature of Notary Public Marie N. Betts

My Commission expires 9/6/06