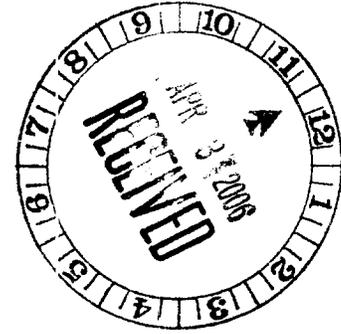


RAIL LOGISTICS, LC

RECORDATION NO. 26283 FILED

APR 03 '06

3-54 PM



March 27, 2006

SURFACE TRANSPORTATION BOARD

Mr. Vernon Williams
Recordation's Unit
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

Dear Mr. Williams:

Enclosed are two (2) originals of the Bill of Sale dated February 21, 2006 between the following parties:

VENDOR: Housatonic Logistics Company, LLC
PURCHASER: Rail Logistics, LC

The equipment involved in this transaction is four (4) Gondolas, moving as two (2) tandem units.

This filing is to appear in the index as follows:

Bill of Sale, dated February 21, 2006 related to four (4) Gondolas, moving as two (2) tandem units, bearing the reporting marks of RRLX 096021 and RRLX 096017.

The filing fee for this document in the amount of \$33.00 is included. Thank you in advance for returning a stamped original to my attention.

Should you need any further information, please contact me (913-491-0050).

Sincerely,

Nanci Norman
Document Coordinator

ENCS

APR 03 '06

3-54 PM

BILL OF SALE

SURFACE TRANSPORTATION BOARD

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Housatonic Logistics Company, LLC ("Seller") does hereby sell, assign and transfer unto RAIL LOGISTICS, LC, a Kansas limited liability company, ("Buyer"), and its successors and assigns, all of the Seller's right, title, and interest in and to the four railcars moving as two tandem units and marked RRLX 96021 and RRLX 96017 (the "Equipment").

This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement dated January 25, 2006, by and between Buyer and Seller, and neither expands upon nor limits the rights and obligations of the parties under the Purchase and Sale Agreement.

Seller hereby warrants to Buyer, and Buyer's successors and assigns, as follows:

1. That Seller is the lawful owner of the Equipment and has good, valid, and merchantable title thereto, free and clear of any charge, lien, encumbrance, or other claim or interest of any nature whatsoever, except as may have arisen in connection with Buyer's prior use or possession of the Equipment or by acts or omissions of Buyer;
2. That Seller has full power and authority to sell and convey the Equipment; and
3. That Seller has not executed any other Bill of Sale or other instrument which by its term purports to transfer title to the Equipment, or any interest therein, to any other person or entity.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF THE SELLER, WHETHER WRITTEN, ORAL, OR IMPLIED. THE RAILCARS ARE SOLD "AS IS" WITHOUT ANY WARRANTY AS TO QUALITY OR CONDITION, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, OPERABILITY, DESIGN, OR FITNESS FOR ANY PURPOSE. IN NO EVENT SHALL SELLER OR BUYER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the 21st day of February, 2006.

Housatonic Logistics Company, LLC

By Edward J. Rodriguez
Edward J. Rodriguez
Member

RECEIVED MAR 03 2006

