

DEC 14 '06

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*Feeney & Dixon, L.L.P.*  
*Counsellors at Law*

SURFACE TRANSPORTATION BOARD

*512 Newark Pompton Turnpike, Post Office Box 216  
Pompton Plains, New Jersey 07444 (973) 839-5100*

*John F. Feeney  
David C. Dixon*

*E-mail: feenedixon@optonline.net Fax (973) 839-4203*

December 8, 2006

Karen January  
Section of Administration  
Surface Transportation Board  
Office of Proceedings  
1925 K Street, NW  
Washington, DC 20423-0001

RE: Hiler, Mark from Estate of Joan G. Hampson

Dear Ms. January:

Enclosed please find original and two copies of executed Bill of Sale with regard to the above captioned matter. Please record said document and return the recorded Bill of Sale to this office in the enclosed reply envelope. Also enclosed is our firm's check in the amount of \$34.00, which serves as your recording fee.

If you have any questions, please do not hesitate to contact me. Thank you for your cooperation in this matter.

Very truly yours,

**FEENEY & DIXON, L.L.P.**

By: *David C. Dixon*  
David C. Dixon, Esq.

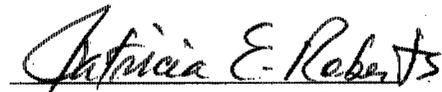
DCD/MLA  
Enclosures

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SURFACE TRANSPORTATION BOARD

PREPARED BY:



Patricia E. Roberts, Esq.  
An Attorney at Law of the  
State of Washington

## **BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned, GREGORY JOHN HAMPSON and RICHARD MARK HAMPSON, co- personal representatives of the Estate of Joan G. Hampson, having an address at c/o Law Offices of Patricia E. Roberts, 777 - 108<sup>th</sup> Avenue NE, Suite 2240, Bellevue, WA 98004 (hereinafter called "Seller), for the sum of **FIVE-THOUSAND, FOUR HUNDRED AND no/100 (\$ 5,400.00) DOLLARS**, paid by MARK T. HILER, having an address at 64 Lyonsville Road, Boonton, New Jersey 07005 (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 successors and assigns forever, one (1) 100-ton, 4650 cubic foot covered hopper railcar, identified as No. 101949 (hereinafter the "PROPERTY").

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 PROPERTY described above.

Seller transfers and sells the aforesaid PROPERTY in an "as is, where is" condition, with no

Dear Mr. [Name],

I have received your letter of the 15th and am glad to hear from you.

The information you have given me is very interesting and I will be glad to discuss it with you.

I will be glad to see you at your convenience.

Very truly yours,

[Name]

[Address]

[City, State]

[Date]

[Signature]

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.

Seller warrants that to his/her knowledge, title to this PROPERTY has not been transferred prior to this date to any other Buyer.

Seller transfers all right, title and interest in the above rail car including any insurance, but reserves the right to income earned by the Property prior to the date of closing of this sale.

Buyer agrees to become a member of the Cooperative, known as Charter Meridian Services Association, 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 Seller's legal counsel. Buyer and Seller are responsible for their respective legal fees billed by their legal counsel.

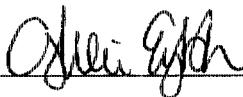
Recording this document is optional and either the Buyer or the Seller can choose to record it. The party requesting recording will be responsible for payment of any recording fees.

Seller, for him/herself, his/her 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: 11-08-06 at Bellevue, WA

WITNESS/ATTEST:

**SELLER**  
**ESTATE OF JOAN G. HAMPSON**

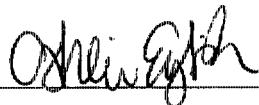


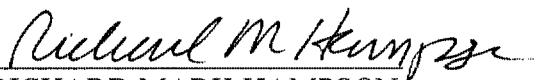
By:   
GREGORY JOHN HAMPSON,  
CO-PERSONAL REPRESENTATIVE

Dated: 11/8/06 at Bellevue, WA

WITNESS/ATTEST:

**SELLER**  
**ESTATE OF JOAN G. HAMPSON**

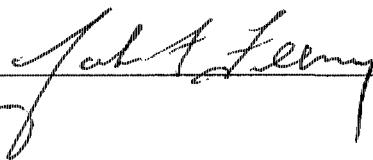


By:   
RICHARD MARK HAMPSON,  
CO-PERSONAL REPRESENTATIVE

Dated: November 14, 2006 at Hampton, Maine, ME  
(City, State)

WITNESS/ATTEST:

**BUYER**



  
MARK T. HILER, BUYER



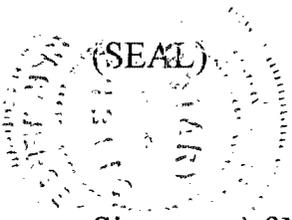


**ACKNOWLEDGMENT**

STATE OF New Jersey )  
 ) SS.  
COUNTY OF Monmouth )

On this 14th day of November, 2006, before me, MARTIN L. ASAN, a Notary Public in and for said County and State, personally appeared MARK T. HILLES, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Signature of Notary Public Martin L. Asan

My Commission expires MARTIN L. ASAN  
A Notary Public of New Jersey  
My Commission Expires MAY 11, 2011