

JAN 28 '08

11-00 AM

ALVORD AND ALVORD  
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WASHINGTON, D.C.

SURFACE TRANSPORTATION BOARD

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ELLSWORTH C. ALVORD (1964)

20036

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January 28, 2008

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

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 January 24, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Assignment of Lessor's Interest in Lease Agreement (Dyno Nobel Inc.) being filed with the Board under Recordation Number 27358.

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

**Seller:** GATX Corporation  
500 West Monroe Street  
Chicago, IL 60661

**Buyer:** Midwest Railcar Corporation  
4949 Autumn Oaks Drive  
Maryville, IL 62062

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

31 railcars: GACX 1003 - GACX 1033.

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

Bill of Sale.

Also enclosed is a check in the amount of \$35.00 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,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

JAN 28 '08

11-00 AM

## BILL OF SALE

SURFACE TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS, that GATX CORPORATION, a New York corporation ("*Seller*"), pursuant and subject to that certain Purchase Agreement, dated as of January 24, 2008 (hereinafter referred to as, the "*Purchase Agreement*"), by and between Seller and MIDWEST RAILCAR CORPORATION, an Illinois corporation ("*Purchaser*"), and in consideration of the transactions and mutual covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for itself and its successors and assigns does hereby sell, transfer, convey and deliver all of Seller's right, title and interest in and to the railcars identified on Schedule 1 hereto (the "*Railcars*").

IT IS AGREED AND UNDERSTOOD BY AND BETWEEN PURCHASER AND SELLER THAT SELLER IS SELLING AND PURCHASER IS PURCHASING THE RAILCARS ON THE TERMS AND IN THE CONDITION REPRESENTED AND WARRANTED IN THE PURCHASE AGREEMENT.

This Bill of Sale shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of New York without regard to conflict-of-laws principles including all matters of construction, validity and performance.

[signature page follows]



**SCHEDULE 1  
TO  
BILL OF SALE**

**RAILCARS:**

**DESCRIPTION OF CARS:**

Gravity-discharge covered hoppers, 4,750 cu. ft. capacity, 263,000 GRL.

**QUANTITY:**

Thirty-one (31)

**REPORTING MARKS AND IDENTIFYING NUMBERS:**

GACX 1003 through and including GACX 1033