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UNITED STATES BANKRUPTCY COURT Central District of California

I hereby attest and certify that on 12-1-03 the
attached reproduction(s), containing 37 pages, is a
full, true and correct copy of the complete document entitled:

Order Authorizing Debtor
to Sell Real Property
(Elgin Facility) Free and
Clear of Liens

which includes: Exhibits Attachments

on file in my office and in my legal custody at the marked location:

300 North Los Angeles Street
Los Angeles, CA 90012

3420 Twelfth Street, Suite 125
Riverside, CA 92501-3819

411 West 4th Street, Suite 2074
Santa Ana, CA 92701-4593

1415 State Street
Santa Barbara, CA 93101-2511

21041 Burbank Boulevard
Woodland Hills, CA 91367

Jon D. Ceretto, Clerk of Court

By:

Melissa English
Deputy Clerk

**THIS CERTIFICATION IS VALID ONLY WITH THE
UNITED STATES BANKRUPTCY COURT SEAL.**

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ORIGINAL

1 LATHAM & WATKINS LLP
Michael S. Lurey, CA State Bar No. 048235
2 Gregory O. Lunt, CA State Bar No. 173297
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3 633 West Fifth Street, Suite 4000
Los Angeles, California 90071-2007
4 Telephone: (213) 485-1234
Facsimile: (213) 891-8763

U.S. BANKRUPTCY COURT
FILED
NOV 21 2003
Jon D. Ceretto, Clerk of Court
CENTRAL DISTRICT OF CALIFORNIA
BY: *kg* Deputy Clerk

5 Counsel for Consolidated Freightways Corporation
6 of Delaware, et al., Debtors and Debtors-in-Possession
and
7 [Proposed] Counsel for CFCD 2002 LLC,
CFCD 2002A LLC, CFCD 2002 Member LLC and
8 CFCD 2002A Member LLC,
Debtors and Debtors-in-Possession

ENTERED
NOV 24 2003
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY: *js* Deputy Clerk

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
RIVERSIDE DIVISION

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12 In re
13 CONSOLIDATED FREIGHTWAYS
14 CORPORATION OF DELAWARE, et al.,
15 Debtors.
16 Fed. Tax I.D. No. 94-1444797
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21

Case No.: RS 02-24284 MG
Chapter 11
(Jointly Administered with Case Nos.
RS 02-24287 MG, RS 02-24289 MG,
RS 02-24293 MG, RS 02-24294 MG,
RS 02-24295 MG, RS 03-11603 MG,
RS 03-11608 MG, RS 03-11610 MG and
RS 03-11615 MG)
Hearing:
Date: November 21, 2003
Time: 10:00 a.m.
Place: Courtroom 301
3420 2th Street
Riverside, CA 92501
Judge: Hon. Mitchell R. Goldberg

**ORDER AUTHORIZING DEBTORS TO SELL REAL PROPERTY
(ELGIN FACILITY) FREE AND CLEAR OF LIENS**

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24 This matter came before the Court on November 21, 2003, at 10:00 a.m. upon the
25 Twelfth Motion for Orders Authorizing Debtors to (i) Sell Certain Real Property Assets Free and
26 Clear of Liens, Claims and Encumbrances and (ii) Assume and Assign Leases (the "Motion"),
27 which was filed by Consolidated Freightways Corporation of Delaware ("CFCD"), CFCD 2002
28 LLC ("2002 LLC"), CFCD 2002A LLC ("2002A LLC") and their affiliated debtors and

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1 debtors-in-possession (collectively, the “Debtors”¹). The Court having considered the Motion,
 2 the declarations, supplements and other evidence submitted in support thereof, the arguments and
 3 evidence proffered at the hearing on the Motion and the record in these cases, and for other good
 4 cause shown, the Court hereby finds, as a matter of fact, and concludes, as a matter of law, that:

5 1. The Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334 to
 6 approve the sale of the real property assets located at 1601 Villa Street, Elgin, Illinois (the
 7 “Facility”) free and clear of liens, encumbrances, claims and interests and to authorize 2002 LLC
 8 on behalf of its estate (the “Estate”) to enter into and perform in accordance with a Commercial
 9 Real Estate Purchase and Sale Agreement, including the modifications, if any, set forth in the
 10 record of the hearing on the Motion and any addenda thereto (the “Agreement”), in substantially
 11 the form attached hereto as Exhibit “A.”

12 2. The Motion is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A),
 13 (N) and (O). The statutory predicates for the relief requested in the Motion with respect to the
 14 Facility are 11 U.S.C. §§ 105, 363 and 365, and Federal Rules of Bankruptcy Procedure (the
 15 “Bankruptcy Rules”) 2002, 6004 and 9014.

16 3. All objections, if any, to the Motion and the approval of the Agreement,
 17 including the transactions contemplated thereby, have been withdrawn, resolved or overruled.

18 4. The Facility is situated in the City of Elgin, County of Cook, State of
 19 Illinois, described more fully in Exhibit “A” to the Agreement, which is attached hereto.

20 5. Record title to the Facility is vested in 2002 LLC (the “Record Owner”).

21 6. Notice of the Motion was appropriate under the circumstances and
 22 complied in all respects with the requirements of the Bankruptcy Code and the Bankruptcy
 23 Rules.

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¹ The Debtors include CFCD, Consolidated Freightways Corporation, Redwood Systems, Inc., Leland James Service Corporation, CF Airfreight Corporation and CF MovesU.com Incorporated, 2002 LLC, 2002A LLC, CFCD 2002 Member LLC and CFCD 2002A Member LLC

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1 7. The proposed sale does not entail a sale of all or substantially all of the
2 Debtors' assets.

3 8. The Facility is allegedly subject to the liens, encumbrances and other
4 interests of record, including, without limitation, (i) the liens (the "Bayview Liens") of Bayview
5 Financial Trading Group, L.P. ("Bayview") in connection with its prepetition financing and (ii)
6 possible liens for property taxes (the "Property Tax Liens").

7 9. Prior to the date hereof, 2002 LLC has repaid in full all of the outstanding
8 amounts secured by the Bayview Liens.

9 10. 2002 LLC proposes to pay all bona fide amounts owing on account of any
10 Property Tax Liens from the gross proceeds of the sale of the Facility. The interests of any other
11 party asserting a lien on the Facility are protected pursuant to 11 U.S.C. § 363(f) by having their
12 liens attach to the proceeds of the sale of the Facility, subject to any rights or defenses that the
13 Debtors might have with respect to such liens.

14 11. The lease between 2002 LLC and CFCD with respect to the Facility has
15 been rejected and is no longer in force or effect. Upon consummation of the sale of the Facility,
16 the Purchaser (as defined below) shall have no obligation whatsoever on account of such lease.
17 The Facility is not subject to any other lease.

18 12. The Debtors have engaged in fair and reasonable marketing, advertising
19 and other sale efforts and procedures in connection with the sale of the Facility, which efforts
20 and procedures have enabled the Estate to obtain a fair and reasonable price for the Facility
21 under the circumstances of these cases. In connection with the proposed sale, 2002 LLC and the
22 Purchaser (as defined below) have complied with all sale procedures established or required by
23 this Court.

24 13. The highest and best offer to purchase the Facility was the one received
25 from Estes Express Lines, Inc. (or its designee) (the "Purchaser") to purchase the Facility for a
26 purchase price of \$2,700,000 on the terms and conditions set forth in the Agreement.

27 14. The second highest and best offer to purchase the Facility was the one
28 received from Crown Enterprises Inc. (the "Back-Up Bidder") to purchase the Facility for a

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1 purchase price of \$2,675,000 on the terms and conditions set forth in the Agreement (the “Back-
2 Up Bid”).

3 15. Neither the Purchaser nor the Back-Up Bidder is an affiliate of any of the
4 Debtors. The Agreement was negotiated, proposed and entered into by the parties without
5 collusion, in good faith, and from arm’s-length bargaining positions. None of the Debtors, the
6 Purchaser or the Back-Up Bidder has engaged in any conduct that would cause or permit the
7 Agreement, or the transactions contemplated thereby, to be invalidated or avoided under 11
8 U.S.C. § 363(n). Accordingly, upon consummation of the sale transaction contemplated by the
9 Agreement, the Purchaser will be a buyer in “good faith” within the meaning of 11 U.S.C.
10 § 363(m), and, as such, is entitled to the protections afforded thereby.

11 16. The terms and conditions of the sale transaction as provided for in the
12 Agreement are fair and reasonable, entry into the Agreement on behalf of the Estate is a sound
13 exercise of 2002 LLC and CFCD’s reasonable business judgment and the sale transaction
14 contemplated by the Agreement is in the best interests of creditors, interest holders and the
15 Estate.

16 17. 2002 LLC must expeditiously consummate a closing of the sale. In light
17 of the foregoing and 2002 LLC and CFCD’s efforts in marketing the Facility, this Court’s
18 findings with respect to 11 U.S.C. §§ 363(m) and (n), and the purchase price for the Facility, a
19 waiver of the 10-day stay of Bankruptcy Rule 6004(g) is justified and appropriate.

20 Based on the record in these cases, the findings of fact and conclusions of law set
21 forth above and stated on the record pursuant to Bankruptcy Rules 9014 and 7052, and good
22 cause appearing therefor, it is hereby

23 **ORDERED THAT** the Motion is granted as set forth herein; and it is further

24 **ORDERED THAT** the terms, conditions and transactions contemplated by the
25 Agreement are hereby approved in all respects, and 2002 LLC is hereby authorized under 11
26 U.S.C. §§ 105(a) and 363(b), (c), (f) and (m) to sell, and the closing of the transaction
27 contemplated hereby shall constitute a sale of, the Facility free and clear of any and all asserted
28 liens, claims, encumbrances and interests (the “Liens”), including, without limitation, those

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1 Liens set forth below, to the Purchaser on the terms and conditions provided in the Agreement,
2 with all such Liens to attach to the net proceeds of the sale with the same validity, enforceability,
3 priority, force and effect that they now have as against the Facility, subject to the rights, claims,
4 defenses and objections, if any, of the Debtors and all interested parties with respect to such
5 Liens; and it is further

6 **ORDERED THAT** 2002 LLC is hereby authorized, empowered and directed to
7 (i) perform under, consummate and implement the Agreement, (ii) execute all additional
8 instruments and documents that may be reasonably necessary or desirable to implement the
9 Agreement and the transactions contemplated thereby, (iii) take all further actions as may be
10 necessary or appropriate for the purposes of assigning, transferring, granting, conveying,
11 encumbering or transferring 2002 LLC's property as contemplated by the Agreement, and (iv)
12 take such other and further steps as are contemplated by the Agreement or reasonably required to
13 fulfill 2002 LLC's obligations under the Agreement, all without further order of the Court; and it
14 is further

15 **ORDERED THAT** the sale of the Facility shall be free and clear of the
16 ownership interests of the Record Owner and its predecessors and successors in interest; any
17 unrecorded equitable or legal interests in the Facility asserted by any person or entity or their
18 respective predecessors and successors in interest; the claims or interests asserted by any person
19 or entity or their respective predecessors and successors in interest against the Estate which do
20 not constitute liens against or interests in the Facility; and the claims or interests asserted by any
21 person or entity or their respective predecessors and successors in interest evidenced by any
22 Lien, including without limitation, the Bayview Liens and the Property Tax Liens; and it is
23 further

24 **ORDERED THAT** 2002 LLC is hereby authorized, at its discretion, either to pay
25 directly from the escrow all bona fide amounts due (the "Release Payments") which are secured
26 by the Property Tax Liens and any other Liens on the Facility or to reserve in escrow an amount
27 (the "Escrow Amount") equal to the claims allegedly secured by any such Liens pending further
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1 agreement with the holder of such Lien or further order of this Court with respect to such Lien;
2 and it is further

3 **ORDERED THAT** the Debtors are hereby directed to pay from the gross
4 proceeds of the sale, through escrow at closing, the commission that Transportation Property
5 Company, Inc. ("TPC") is owed on the sale of the Facility (the "Commission") in accordance
6 with this Court's order approving TPC's employment by the Debtors; and it is further

7 **ORDERED THAT** 2002 LLC is hereby authorized to pay all other reasonable
8 and customary escrow fees, recording fees, title insurance premiums and closing costs
9 (collectively the "Closing Costs") necessary and proper to conclude the sale of the Facility; and
10 it is further

11 **ORDERED THAT** all of the amounts held in the escrow in excess of the Release
12 Payments, the Escrow Amount, the Commission and the Closing Cost shall be retained by 2002
13 LLC and applied in accordance with the orders of this Court; and it is further

14 **ORDERED THAT** this Court shall and hereby does retain jurisdiction to (i)
15 enforce and implement the terms and provisions of the Agreement, all amendments thereto, any
16 waivers and consents thereunder and any other supplemental documents or agreements executed
17 in connection therewith; (ii) compel delivery and payment of the consideration provided for
18 under the Agreement; (iii) resolve any disputes, controversies or claims arising out of or relating
19 to the Agreement; and (iv) interpret, implement and enforce the provisions of this Order; and it is
20 further

21 **ORDERED THAT** notwithstanding Bankruptcy Rule 6004(g), this Order shall
22 be effective immediately after its entry absent a stay pending appeal; and it is further

23 **ORDERED THAT** pursuant to 11 U.S.C. § 363(m), absent a stay of this Order
24 pending appeal prior to the closing of the transactions contemplated by the Agreement, the
25 reversal or modification on appeal of this Order, or any provision thereof, shall not affect the
26 validity of the sale transaction approved hereby, which is consummated prior to such stay,
27 reversal or modification on appeal; and it is further

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ORDERED THAT the validity of the sale approved hereby shall not be affected by the appointment of a trustee or successor trustee, the dismissal of the above-captioned case or its conversion to another chapter under the Bankruptcy Code;

ORDERED THAT if for any reason the sale of the Facility to the Purchaser does not or cannot close with respect to such Purchaser, the Debtors shall be, and hereby are, authorized to consummate the sale of such Facility with the Back-Up Bidder for a purchase price equal to the Back-Up Bid; and it is further

ORDERED THAT upon consummation of the sale of the Facility to the Back-Up Bidder such Back-Up Bidder shall be deemed to be the Purchaser of the Facility and shall be entitled to all of the protections set forth in this Order.

DATED: NOV 21 2003



HON. MITCHEL R. GOLDBERG
UNITED STATES BANKRUPTCY JUDGE

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COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

By and Between

CFCD 2002 LLC, a Delaware limited liability company

as Debtor and Debtor-in-Possession

as SELLER,

and

ESTES EXPRESS LINES, INC., a Virginia Corporation

(or a Permitted Transferee)

as BUYER

Concerning property located at:

1601 Villa Street, Elgin, IL 60120

EXHIBIT A

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COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

This **COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT** (referred to as this "**Contract**") is made and entered into as of November 20, 2003 (the "**Effective Date**"), and constitutes an agreement by and between **ESTES EXPRESS LINES, INC.**, a Virginia corporation (or a Permitted Transferee, as described in Section G.6 of the General Terms attached to this Contract) ("**Buyer**"), as purchaser, whose principal address is: 3901 West Broad Street, Richmond, Virginia 23230-3962, and **CBCD 2002 LLC**, a Delaware limited liability company, as debtor and debtor-in-possession ("**Seller**"), as seller, whose principal address is: 1115 SE 164th Avenue, Vancouver, WA 98683, Attention: Arthur Hackworth; facsimile no.: (360) 448-4319, with respect to certain improved real property located at:

1601 Villa Street, Elgin, IL 60120

and legally described in **EXHIBIT A** attached hereto and made a part hereof (the "**Land**"), and all improvements, buildings, parking facilities, and other structures located on the Land (the "**Improvements**"). The Land and the Improvements, together with any appurtenant easements, rights of way, licenses, and hereditaments thereto, are collectively referred to herein as the "**Property**."

NOW, THEREFORE, in consideration of the mutual promises, warranties, and undertakings expressed in this Contract, Seller and Buyer agree as follows:

1. **Purchase and Sale of the Property**. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions set forth in this Contract.

2. **Purchase Price**. The total purchase price for the Property (the "**Purchase Price**") is TWO MILLION SEVEN HUNDRED THOUSAND AND 00/100^{THS} DOLLARS (\$2,700,000). The Purchase Price shall be payable by Buyer to Seller as follows:

(a) In connection with the bidding for the Property at Auction Sale (as described in Exhibit B), Buyer has deposited (or will deposit) the sum of **\$130,000.00** in cash (the "**Deposit**") in escrow with the Title Company designated in Section 4.1 (the "**Title Company**"). This Contract shall constitute the parties' joint instructions to the Title Company concerning the handling of the Deposit. The Deposit will be held in a federally insured depository account, with any interest earned on the Deposit held in the account. The Deposit (including any interest) shall be held, refunded, applied, and handled as described in this Contract.

(b) Upon the Closing Date provided below, the entire Purchase Price will be paid to Seller in cash, less a credit for the Deposit.

3. **Contingencies**.

3.1 **Review Period**. Buyer WAIVES any Review Period and acknowledges that it has satisfied itself (to the extent it wishes to do so and without reliance upon Seller or Broker) concerning the matters referenced in Section 3.2 of this Contract and that this Contract is not conditioned or contingent on any further inspections, investigations or other "due diligence" reviews of the Property, and that Buyer is acquiring the Property **AS IS and WHERE IS, WITH ALL FAULTS**, and with all existing environmental conditions, without right to rescind or terminate this Contract for any matters whatsoever other than as otherwise expressly set forth in this Contract or its Exhibits.

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3.2 **Buyer's Right to Inspect Property.** To the extent Buyer wished to do so, and without reliance upon Seller or Broker, Buyer has satisfied itself concerning any inspections, investigations, and feasibility studies on the Property, including, without limitation, "level one" and "level two" environmental studies and tests for asbestos-containing materials (collectively, the "**Environmental Studies**"); engineering, soils, and geological tests of the Property; a survey of the Property; and feasibility studies of the Property, as Buyer may deem necessary in its business judgment, in order to determine the structural condition of the improvements; all mechanical, electrical, and plumbing systems; hazardous materials; pest infestation; soils conditions; wetlands; American with Disabilities Act compliance; and other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property, subject to the **General Terms** attached hereto as **EXHIBIT B** and the **Pre-Closing Right of Entry Agreement** attached hereto as **EXHIBIT C**.

3.3 **Rescission by Buyer.** Buyer WAIVES any right to rescind this Contract because of any of the matters referenced in **Section 3.2**, all of which are conclusively approved by Buyer. Buyer acknowledges that, subject only to **Section 4** below and the other specific provisions of this Contract and its Exhibits, Buyer is obligated to consummate the purchase of the Property from Seller, as set forth in this Contract.

4. **Seller's Title to the Property.**

4.1 **Title Report.** Seller has provided (by posting for downloading over the Internet at the link: http://www.cfterminals.com/CTI/Elgin_IL_CTI.pdf or other means), or made available to Buyer, an updated preliminary title report/commitment dated **November 6, 2002** (the "**Commitment**"), from an affiliated title insurance company of **LANDAMERICA NATIONAL COMMERCIAL SERVICES** (the "**Title Company**"), National Account Services, Seattle, Washington (whose address and contact information are shown in **Section 6.1** below), showing its willingness to issue title insurance on the Property, subject to exceptions (the "**Permitted Exceptions**") stated therein.

4.2 **Handling of Title Matters.** The following is applicable as to exceptions shown in the Commitment and the Title Policy (as defined and described in **Section 6.6**) to be issued to Buyer: (a) Seller will, in any event, be responsible for causing the Title Company to remove any exception related to any mortgage lien or security interest that secures any financing by Seller that encumbers the Property (the "**Monetary Encumbrances**"); (b) Seller will cause any exception in the Commitment concerning the Bankruptcy Case referenced in **Exhibit B** to be removed by the Title Company; (c) other than real estate taxes and assessments not yet delinquent, real estate taxes (not including documentary stamp, excise or transfer taxes) on, or which relate to, the Property, shall be paid and prorated as of Closing, as described in **Section 6.4**; and (d) the parties will otherwise comply with the provisions of **Section 6** below. By execution of this Contract, Buyer confirms it has (or is deemed conclusively to have) approved the status of title and WAIVED any objections to the status of title matters.

4.3 **Effect of Termination.** [Intentionally omitted]

5. **AS-IS, WHERE-IS and WITH ALL FAULTS.** Buyer acknowledges that the sale of the Property to Buyer is made solely on an "**AS-IS, WHERE-IS, WITH ALL FAULTS**" basis and that Seller makes no representations or warranties as to the condition of the Property or its suitability for Buyer's intended purpose. Buyer has conducted or caused to be conducted within the Review Period such investigations and has performed any and all due diligence Buyer deems necessary in order to ascertain the condition of the Property and confirm that the Property meets Buyer's needs. If Buyer lacked the expertise to conduct the investigations, studies and tests of property, such as the Property, Buyer retained the services of persons qualified to provide such expertise. If Buyer completes the purchase of the Property, Buyer shall be deemed to have waived, as of the Closing Date, any and all rights

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er may have, including any rights Buyer may have to rescind this Contract, based on Buyer's failure to discover any facts before Closing.

6. Closing.

6.1 **Closing Date.** This transaction will be closed (the "**Closing**") in escrow at LandAmerica National Commercial Services (whose address is **1200 Sixth Avenue, Suite 1910, Seattle, WA 98101, ATTN: Martin Strelecky**) (the "**Escrow Agent**"), in accordance with this Contract. The date of the Closing (the "**Closing Date**"), by which date Seller and Buyer shall make their respective deposits in escrow, shall occur on a date selected by Seller and reasonably acceptable to Buyer (the "**Selected Closing Date**") that is on or before fifteen (15) days from approval of sale by the Bankruptcy Court AND the Approval Order becoming a Final Order (as described in the **General Terms** attached hereto as **EXHIBIT B**). If Buyer does not close the purchase on the Selected Closing Date, as such deadline for Closing may be extended in Seller's discretion (without the need for consent by Buyer or any third party) for up to an additional fifteen (15) days, at Seller's sole election, then Seller may exercise any of its remedies set forth in **Section B.1** of the **General Terms** attached hereto as **EXHIBIT B**.

If, for any reason other than a party's default or failure to tender the deposits and deliveries required by **Section 6.2** and **Section 6.3**, as applicable, this transaction fails to close by the Selected Closing Date (as it may be extended by Seller for up to, but not exceeding, an additional fifteen (15) days, as described above), then either party shall have the right to terminate this Contract, in which event Buyer will deliver to Seller the work product required under this Contract and the Deposit will be refunded to Buyer, provided the party electing such right of termination shall not then be in default of its obligations under this Contract. If the failure to close is a result of a party's default or failure to tender the deposits and deliveries required by **Section 6.2** and **Section 6.3**, as applicable, the other party shall be entitled to pursue its remedies set forth in **Section B** of the **General Terms** attached hereto as **EXHIBIT B**.

6.2 **Delivery of Closing Documents by Seller.** On or before the Closing Date, Seller shall deposit with the Escrow Agent, for delivery at Closing to Buyer, the following: (a) a quitclaim deed (the "**Deed**") sufficient to convey fee title to the Property to Buyer that is good and marketable and insurable, which is not being warranted by Seller but will be as insured by the Title Policy referenced in **Section 6.6**, subject to the Permitted Exceptions, and other exceptions contained in the Title Policy; (b) an affidavit executed by Seller under penalty of perjury, stating Seller's United States Taxpayer Identification Number and that Seller is not a foreign person in accordance with Internal Revenue Code section 1445(b)(2) (the "**FIRPTA Affidavit**"), and the ALTA Affidavit (as defined and described in **Section 6.6** below); (c) if required by State law, any transfer tax or sales tax affidavit or statement of value or other form (each, an "**Additional Instrument**") required to be signed in order to record the Deed (which Buyer will be responsible for causing to be filled out accurately and providing to Seller, for Seller's signature); (d) an entered copy of the Approval Order (as described in the **General Terms** attached hereto as **EXHIBIT B**); and (e) a closing statement in form prepared by the Escrow Agent. No representation or recommendation is made by Seller as to what exemptions, if any, may be available from any State Transfer Taxes referenced in **Section 6.4(a)** or other matters relating to the recordation of the Deed or filing of the Additional Instruments. Buyer is responsible for causing the Additional Instruments to be completed accurately and filed, as required.

6.3 **Delivery of Closing Documents by Buyer.** At least one (1) business day before the Closing Date, Buyer shall deposit with the Escrow Agent, for delivery at Closing to Seller, the following: (a) a bank (cashier's) check or wire transfer of funds in the amount required in **Section 2**; (b) the form of any Additional Instrument to be signed in order to record the Deed (which Buyer will be responsible for causing to be completed accurately); and (c) a closing statement in form prepared by the Escrow Agent.

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6.4 **Taxes and Costs of Closing.** Real estate taxes (not including documentary stamp, excise or transfer taxes) on, or which relate to, the Property, shall be prorated as of Closing based on the amount of the most recent ascertainable tax bill. At the Closing, (a) the amount of the proration credits due Buyer shall be deposited in escrow with the Title Company, and (b) Seller, Buyer and the Title Company shall enter into an escrow agreement, in the form attached hereto as **EXHIBIT D**, pursuant to which, among other things, the amount of such proration credits shall be applied toward payment of the real estate taxes as to which such proration credits relate. Buyer shall bear and pay (a) the cost of any and all documentary stamps, excise taxes, stamp taxes, or transfer taxes that must be paid or affixed to the Deed as a result of this transaction (collectively, "**State Transfer Taxes**"); (b) the cost of recording the Deed; (c) the cost of any ALTA/land survey of the Property ordered by Buyer; (d) reimbursement to Seller of its cost for a phase II environmental investigation of the Property and report made available to Buyer (if any); and (e) the cost of title insurance on the Property. Any and all other costs of Closing shall be divided equally between Seller and Buyer and paid by them accordingly. Each party shall pay the costs of its own legal counsel.

6.5 **Events of Closing.** Provided the Escrow Agent has received the sums and is in a position to cause the Title Policy to be issued (as described in **Section 6.6** below), this transaction shall be closed on the Closing Date as follows:

(a) Seller shall have performed its deliveries to the Escrow Agent as required by **Section 6.2** and Buyer shall have made the deposits and deliveries to the Escrow Agent as required by **Section 6.3**.

(b) The Escrow Agent shall perform the prorations and adjustments and payments of any transfer or other charges as described in **Section 6.4**, and the parties shall be charged and credited accordingly.

(c) Any liens required to be paid by Seller at closing (including, without limitation, the Monetary Encumbrances referenced in **Section 4.2**) shall be released of record, at Seller's expense.

(d) The Escrow Agent shall record the Deed to Buyer and file any transfer tax or sales tax affidavit or statement of value or other form required to be signed in order to record the Deed.

6.6 **Title Insurance.** As soon as possible after Closing, a standard coverage owner's policy of title insurance ("**Title Policy**") will be issued to Buyer in the amount of the Purchase Price, subject only to the standard printed exceptions of the Title Company, any Permitted Exceptions, and any exceptions shown in the Commitment (other than mortgages and other Monetary Encumbrances, which are Seller's obligation) that were approved or deemed approved by Buyer pursuant to **Sections 4.1** and **4.2**.

Notwithstanding the foregoing, if Buyer desires to obtain an "extended coverage" title insurance policy, and if the requirements of the Title Company are satisfied for issuance of such extended coverage, then the Title Policy to be issued to Buyer will include "extended coverage" title insurance, but the following is applicable: (i) Seller will have no obligation other than to sign the Title Company's standard form of ALTA affidavit ("**ALTA Affidavit**") required for issuance of extended coverage (if desired by Buyer), (ii) this transaction is not conditioned upon the availability of such extended coverage and the Closing will not be delayed in order to permit an extended coverage policy to be issued or to obtain a survey or survey update, and (iii) Buyer will be solely responsible for obtaining, if it desires to do

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so, any survey or survey update and paying the incremental cost for extended coverage (above the cost of a standard coverage policy on the Property).

7. **Broker's or Finder's Fees.** Each party represents to the other party that no third party has any claim for a finder's fee or a real estate broker's commission except Transportation Property Company (the "**Broker**"). Each party further agrees that should any third party claim a finder's fee or broker's commission as a result of the acts of either party hereto, the party upon whose acts the claim rests shall defend said claim and, if said claim is established, that party shall pay said claim. Each party agrees to indemnify, defend, and hold harmless the other party against any liability arising from claims for finder's fees or broker's commissions as a result of its acts. Seller will pay the Broker a commission in accordance with a separate agreement between Seller and the Broker.

8. **Integration.** This Contract, the **General Terms** attached hereto as **EXHIBIT B** and the **Pre-Closing Right of Entry Agreement** attached hereto as **EXHIBIT C** are incorporated herein by reference and supersede and replace all written and oral agreements previously made or existing between the parties, and state the entire agreement of the parties, and Seller shall not be bound by any stipulations, representations, agreements or promises, oral or otherwise, not included in or attached to this Contract, the **General Terms**, and the **Pre-Closing Right of Entry Agreement**.

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IN WITNESS WHEREOF, the parties hereto have entered into this instrument as of the last date and year set forth below.

BUYER:

ESTES EXPRESS LINES, INC., a Virginia corporation

By: _____
Name/Title: _____
Date: _____

ATTEST:

By: _____
Name/Title: _____

SELLER:

CFCD 2002 LLC,
a Delaware limited liability company

By: _____
Name/Title: _____
Date: _____

ATTEST:

By: _____
Name/Title: _____

Property of Cook County Clerk's Office

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EXHIBIT A**Legal Description of Property**

Parcel 1:

That part of the West half of the North East quarter of Section 29 and that part of the West half of the South East quarter of Section 20, Township 41 North, Range 9 East of the Third Principal Meridian described as follows:

Commencing at the North East corner of the West half of the North East quarter of said Section 29; thence Southerly along the East line of said West half a distance of 197 feet more or less to the center line of said Old State Route No. 5; Thence North Westerly along said center line a distance of 205.0 feet to an angle in said center line for the point of beginning;

Thence Southerly parallel with the East line of said West half a distance of 55.0 feet; Thence Westerly at right angles to the last described course, a distance of 470.0 feet; thence Southerly at right angles to the last described course, a distance of 40.0 feet; thence Westerly at right angles to the last described course, a distance of 175.0 feet; Thence Southerly at right angles to the last described course, a distance of 260.0 feet; Thence Easterly at right angles to the last described course; a distance of 375.0 feet; Thence Southerly at right angles to the last described course, a distance of 44.0 feet, more or less to a line that is 110.0 feet Southerly of and parallel with the Southerly line of the Elgin, Storage and Transfer Company's Freight Terminal Building; Thence Westerly along said parallel line, a distance of 620.0 feet to a line that is Easterly of and parallel with a Spur track; Thence North Westerly along said parallel line a distance of 335.0 feet more or less, to the Easterly right of way line of the Elgin, Joliet and Eastern Railway; Thence North Easterly along said Easterly right of way line a distance of 197.0 feet more or less to the South line of the West half of the South East quarter of said Section 20; Thence continuing North Easterly along said Easterly right of way line, a distance of 330.17 feet; thence South Easterly along a line that forms an angle of 101 degrees, 03 minutes, to the right with the prolongation of the last described course, a distance of 13.4 feet; Thence North 53 degrees, 45 minutes East, a distance of 113.1 feet to the center line of U. S. Route 20; thence South Easterly along said center line being along a curve to the right, a distance of 596.26 feet; Thence South Easterly along said center line being tangent to the last described curve, a distance of 35.94 feet; Thence South 59 degrees, 27 minutes, West, a distance of 130.57 feet to the center line of Old State Route No. 5; Thence South Easterly along said center line, a distance of 119.18 feet to the North line of the North East quarter of Section 29 as aforesaid; thence South Easterly along the center line of said Old State Route No. 5 being along a line that forms an angle of 2 degrees, 28 minutes, to the left with the

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prolongation of the last described course, a distance of 284.11 feet to the point of beginning, in Cook County, Illinois,

also

Parcel 2.

That part of the West half of the North East quarter of Section 29, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows; Commencing at the North East corner of the West half of said North East quarter; Thence Southerly along the East line of said West half a distance of 197 feet more or less to the center line of Old State Route No. 5; thence North Westerly along said center line a distance of 37 feet for the point of beginning; Thence continuing North Westerly along the last described course a distance of 168 feet to an angle in said center line; thence Southerly parallel with the East line of said West half a distance of 55 feet; Thence Westerly at right angles to the last described course a distance of 470.0 feet; Thence Southerly at right angles to the last described course a distance of 40.0 feet; Thence Westerly at right angles to the last described course a distance of 175.0 feet; Thence Southerly at right angles to the last described course a distance of 260.0 feet; Thence Easterly at right angles to the last described course a distance of 375.0 feet; Thence Southerly at right angles to the last described course a distance of 200.0 feet; Thence Easterly at right angles to the last described course a distance of 200.0 feet; Thence Northerly at right angles to the last described course, a distance of 200.0 feet; thence Westerly at right angles to the last described course, a distance of 69.0 feet; Thence Northerly at right angles to the last described course; a distance of 200.0 feet; Thence Easterly at right angles to the last described course a distance of 295.0 feet; thence Northerly at right angles to the last described course a distance of 90 feet more or less to the point of beginning, in Cook County, Illinois except that part of the West half of the North East quarter of Section 29, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the North East corner of the West half of said North East quarter; thence Southerly along the East line of said West half, a distance of 197 feet more or less to the center line of Old State Route No. 5; thence North Westerly along said center line, a distance of 205.0 feet to an angle in said center line; Thence Southerly parallel with the East line of said West half, a distance of 55.0 feet; thence

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LEGAL DESCRIPTION CONTINUED

Westerly at right angles to the last described course, a distance of 470.0 feet; Thence Southerly at right angles to the last described course, a distance of 40.0 feet; Thence Westerly at right angles to the last described course, a distance of 175.0 feet; Thence Southerly at right angles to the last described course, a distance of 260.0 feet; Thence Easterly at right angles to the last described course, a distance of 375.0 feet; Thence Southerly at right angles to the last described course, a distance of 44.0 feet more or less to a line that is 110.0 feet Southerly of and parallel with the Southerly line of the Elgin, Storage and Transfer Company's Freight Terminal Building for the place of beginning; Thence Easterly along said parallel line, a distance of 33.0 feet; Thence North Easterly along a line that forms an angle of 46 degrees, 00 minutes, to the left with the prolongation of the last described course, a distance of 132.0 feet; Thence North Easterly along a line that forms an angle of 19 degrees, 15 minutes, to the left with the prolongation of the last described course, a distance of 18.0 feet; Thence Southerly parallel with the East line of the West half of the North East quarter of Section 29, as aforesaid, a distance of 68.0 feet; Thence Easterly at right angles to the last described course, a distance of 59.0 feet; Thence Southerly at right angles to the last described course, a distance of 200.0 feet; Thence Westerly at right angles to the last described course, a distance of 200.0 feet; Thence Northerly at right angles to the last described course, a distance of 156.0 feet to the place of beginning, being situated in Hanover Township, Cook County, Illinois,

also

Parcel 3:

That part of the West half of the North East quarter of Section 29, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at the North East corner of the West half of said North East quarter; Thence Southerly along the East line of said West half, a distance of 197 feet more or less, to the center line of Old State Route No. 5; Thence North Westerly along said center line, a distance of 205.0 feet to an angle in said center line; thence Southerly parallel with the East line of said West half, a distance of 55.0 feet; Thence Westerly at right angles to the last described course, a distance of 470.0 feet; Thence Southerly at right angles to the last described

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LEGAL DESCRIPTION CONTINUED

course, a distance of 40.0 feet; Thence Westerly at right angles to the last described course, a distance of 175.0 feet; Thence Southerly at right angles to the last described course, a distance of 260.0 feet; Thence Easterly at right angles to the last described course, a distance of 375.0 feet; thence Southerly at right angles to the last described course, a distance of 44.0 feet more or less to a line that is 110.0 feet Southerly of and parallel with the Southerly line of the Elgin, Storage and Transfer Company's Freight Terminal Building; Thence Easterly along said parallel line, a distance of 33.0 feet; Thence North Easterly along a line that forms an angle of 46 degrees, 00 minutes, to the left with the prolongation of the last described course, a distance of 132.0 feet; thence North Easterly along a line that forms an angle of 19 degrees, 15 minutes to the left with the prolongation of the last described course, a distance of 18.0 feet for the point of beginning; Thence Northerly parallel with the East line of the West half of the North East quarter of Section 29 as aforesaid a distance of 132.0 feet; thence Easterly at right angles to the last described course, a distance of 59.17 feet thence South Westerly a distance of 144.66 feet more or less, to the point of beginning, all in Cook County, Illinois.

Parcel 4:

Easement for the benefit of Parcel 1, Parcel 2 and Parcel 3 as created by Deed from Consolidated Freightways Corporation of Delaware to Elgin Warehouse and Equipment Company dated June 23, 1972 and recorded July 19, 1972 as Document 21981101 for septic tanks, septic field and storm sewer over the following described land: That part of the West half of the North East quarter of Section 29, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the North East corner of the West half of said North East quarter;

Thence Southerly along the East line of said West half, a distance of 197 feet more or less to the center line of Old State Route No. 5; Thence North Westerly along said center line, a distance of 205.0 feet to an angle in said center line; Thence Southerly parallel with the East line of said West half, a distance of 55.0 feet; Thence Westerly at right angles to the last described course, a distance of 470.0 feet; Thence Southerly at right angles to the last described course, a distance of 40.0 feet; Thence Westerly at right angles to the last described course, a distance of 175.0 feet; Thence Southerly at right angles to

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LEGAL DESCRIPTION CONTINUED

the last described course, a distance of 260.0 feet; Thence Easterly at right angles to the last described course, a distance of 375.0 feet; Thence Southerly at right angles to the last described course, a distance of 44.0 feet more or less to a line that is 110.0 feet Southerly of and parallel with the Southerly line of the Elgin, Storage and Transfer Company's Freight Terminal Building for the place of beginning; thence Easterly along said parallel line, a distance of 33.0 feet; Thence North Easterly along a line that forms an angle of 46 degrees, 00 minutes, to the left with the prolongation of the last described course, a distance of 142.0 feet; Thence North Easterly along a line that forms an angle of 19 degrees, 15 minutes, to the left with the prolongation of the last described course, a distance of 18.0 feet; Thence Southerly parallel with the East line of the West half of the North East quarter of Section 29, as aforesaid, a distance of 68.0 feet; Thence Easterly at right angles to the last described course, a distance of 69.0 feet; Thence Southerly at right angles to the last described course, a distance of 200.0 feet; Thence Westerly at right angles to the last described course, a distance of 200.0 feet; Thence Northerly at right angles to the last described course, a distance of 156.0 feet to the place of beginning, being situated in Hanover Township, in Cook County, Illinois.

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EXHIBIT B

GENERAL TERMS

A. Bankruptcy Court Approval

A.1 Court Filing. The parties acknowledge that Seller is the subject of that certain bankruptcy case brought under chapter 11 of Title 11 of the United States Code entitled "*In re Consolidated Freightways Corporation of Delaware, et al.*," jointly administered under Case No. RS 02-24284 MG (the "**Bankruptcy Case**"), which is pending in the United States Bankruptcy Court for the Central District of California, Riverside Division (the "**Bankruptcy Court**"). The parties further acknowledge that the transactions described in this Contract are subject to the approval of the Bankruptcy Court and cannot be consummated without such approval. Finally, the parties acknowledge that, unless otherwise expressly provided herein, the transactions described in this Contract will be subject to higher and better offers from other parties through the overbid procedures adopted in the Bankruptcy Case ("**Overbid**") and are subject to an auction sale ("**Auction Sale**") which will be held immediately before the Bankruptcy Court hearing to obtain the Approval Order, in accordance with bidding procedures that have been or will be authorized by the Bankruptcy Court. The Bidding Procedures and other information about the Overbid and Auction Sale process are accessible over the Internet at: <http://www.cfterminals.com/>.

A.2 Bankruptcy Court Approval of Sale Procedures. Unless it has already done so, Seller shall file a motion with the Bankruptcy Court seeking, and shall use reasonable efforts to obtain, the entry of an order that shall, among other things, (i) fix the time and date of an auction at which higher and better offers to purchase the Property may be presented to Seller or give the Seller the discretion to fix such time and date, and (ii) address such other matters as may be set forth in this Contract. Buyer acknowledges that until the transactions contemplated by this Contract are consummated, Seller has a fiduciary duty to solicit and consider submission of any inquiries, proposals, or offers by any third party in connection with any sale or other disposition of the Property.

A.3 Approval Order. Seller shall file a motion with the Bankruptcy Court seeking the entry of an order (the "**Approval Order**") authorizing Seller to enter into this Contract and consummate the transactions described herein. Buyer shall use commercially reasonable efforts to cooperate with Seller in preparing, filing, and adjudicating this motion and obtaining the Approval Order. Seller, at its discretion, shall have the right to determine when the Property shall be motioned for sale and may delay closing to coordinate the scheduling of the motion(s). As provided in this Contract, both Buyer's and Seller's obligations to consummate the transactions contemplated herein shall be conditioned upon the Bankruptcy Court's entry of the Approval Order and the Approval Order having become a Final Order (as described below).

A.4 Overbids Generally. During the Review Period, Buyer will satisfy itself concerning the procedures that are followed at the Auction Sale and the procedures for Overbids. Any person who is the winning bidder pursuant to an Overbid must be a qualified bidder and satisfy the requirement for a Deposit prior to the Auction Sale, pursuant to the Bidding Procedures. There are no contingencies for the Review Period, title review, financing, or other matters that are available to the winning bidder pursuant to an Overbid, and the winning bidder must complete the closing of the purchase pursuant to **Section 6.1** of this Contract (on a date selected by Seller and reasonably acceptable to the winning bidder) on or before fifteen (15) days from approval of sale by the Bankruptcy Court AND the Approval Order becoming a Final Order. If the winning bidder does not close the purchase within such 15-day time period, as such time period may be extended in Seller's discretion (without the need for consent by Buyer or any third party) for up to an additional fifteen (15) days, at Seller's sole election, then Seller may elect

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to terminate the winning bidder's Contract and cause the winning bidder's Deposit to be forfeited or Seller may pursue specific performance of the winning bidder's obligation to purchase the Property (in Seller's sole discretion). If the winning bidder's Contract is terminated by Seller, then Seller will proceed with the sale to next highest bidder at the Auction Sale (sometimes referred to as the "runner up bidder").

A.5 Runner-Up Bidder; Back up Agreement. If Buyer is the runner-up bidder at the Auction Sale, then this Contract will constitute a "back up" agreement to purchase the Property, and the Deposit will be held in escrow for up to the 15-day time permitted to the winning bidder to close the purchase pursuant to the Auction Sale procedures and the Final Order (as it may be extended by Seller for up to, but not exceeding, an additional fifteen (15) days, as described in **Section A.4** above). If the winning bidder fails to close the purchase of the Property within such time period and if Seller elects to terminate the winning bidder's Contract, then Seller will proceed, pursuant to the Bidding Procedures, to close the sale of the Property pursuant to the "back up" agreement with the runner-up bidder. If Buyer is the runner-up bidder, Buyer will close the purchase of the Property (on a date selected by Seller and reasonably acceptable to Buyer) within fifteen (15) days after Seller notifies Buyer that the winning bidder's Contract has been terminated. If Seller does not so notify Buyer (or other runner-up bidder) that Seller has terminated the winning bidder's Contract within forty-five (45) days after approval of sale by the Bankruptcy Court AND the Approval Order becoming a Final Order, then this Contract shall automatically terminate and no longer constitute a "back up" agreement for Buyer (or other runner-up bidder) to purchase the Property.

A.6 Final Order. Neither Buyer nor Seller shall have any obligation to consummate the transactions described herein unless and until the Approval Order becomes a Final Order. "Final Order" shall mean an order, judgment, or other decree, (i) the operation or effect of which has not been reversed, stayed, modified, or amended; (ii) as to which no appeal, certiorari proceeding, or other proceeding for review or rehearing shall then be pending, or if any such appeal, certiorari proceeding, or other proceeding for review or rehearing has been filed, such appeal or proceeding does not dispute or affect the Bankruptcy Court's finding of good faith under 11 U.S.C. § 363(m); and (iii) either (X) the period in which such order, judgment, or decree is subject to appeal, certiorari proceeding, or other proceeding for review or rehearing has ended or (Y) the Bankruptcy Court has waived the requirements of 6004(g) of the Federal Rules of Bankruptcy Procedure.

B. Failure To Close.

B.1 Seller's Remedies. If this transaction fails to close on or before the Closing Date as a result of a breach by Buyer of any of its obligations under this Contract or Buyer's inability to close, then Seller may elect as its sole remedy one of the following remedies: (i) Seller may terminate this Contract, in which case the amount previously deposited or paid as the Deposit (and any Extension Payment that may be applicable, as described below) shall be forfeited by Buyer and paid to and retained by Seller, as liquidated damages. **SUCH AMOUNT HAS BEEN AGREED BY THE PARTIES TO BE REASONABLE COMPENSATION SINCE THE PRECISE AMOUNT OF SUCH COMPENSATION WOULD BE DIFFICULT TO DETERMINE;** (ii) Seller may extend the time period for the Closing in Seller's discretion (without the need for further consent by Buyer or any third party) for up to an additional fifteen (15) days, beyond the Selected Closing Date pursuant to **Section 6.1** of the Contract, at Seller's sole election, in which event the Extension Payment referenced below will be payable; or (iii) Seller may compel specific performance by Buyer. Seller may elect to extend the Closing pursuant to **Section B.1(ii)**, without affecting Seller's right to pursue the remedies in either **Section B.1(i)** or **Section B.1(ii)** if the Closing does not occur on or before the end of the extended period for Closing.

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In the event that there is an extension by Seller pursuant to **Section B.1(ii)**, then Buyer shall be responsible for paying to Seller, as consideration for the extension of the time period for Closing, an amount equal to the Purchase Price set forth in the Contract, multiplied by eighteen percent (18%) per annum, divided by 365 to produce a per diem adjustment amount, and multiplied by the number of days (up to and including the actual Closing Date) between the Selected Closing Date and the actual Closing Date (the "**Extension Payment**"). Such payment is compensation to Seller for the additional loss (including costs of any financing on the Property, additional property tax liability, costs for continuing insurance and other costs) that Seller may incur as a result in the delay in Closing, and payment of the Extension Payment is a requirement for the Closing. If Buyer fails to close the purchase within the extended period for Closing, and if Seller elects to terminate this Contract pursuant to **Section B.1(i)**, then the Extension Payment will be made to Seller within ten (10) days after notice to Buyer of Seller's termination of this Contract.

B.2 Buyer's Remedies. If this transaction fails to close on or before the Closing Date as a result of a material breach by Seller of its obligations under this Contract or Seller's inability to close, then Buyer may elect as its sole remedy one of the following remedies: (i) to terminate this Contract and recover the Deposit; or (ii) Buyer may compel specific performance by Seller.

C. Property Related Matters.

C.1 Buyer's Right to Enter and Inspect. Subject to its compliance with the terms of the Pre-Closing Right of Entry Agreement, Buyer may perform reasonable, noninvasive tests, engineering studies, and inspections on the Property as Buyer may deem necessary, at Buyer's expense. Buyer will obtain Seller's specific written consent, in Seller's discretion, before doing any invasive testing. Buyer shall defend, indemnify, and hold harmless Seller for, from, and against any claim, loss, or liability or any claim of lien or damage in connection with any entry on the Property by Buyer or any activities on the Property by Buyer and its agents and employees, and independent contractors.

C.2 Documents Pertaining to the Property. Buyer acknowledges that any tax information, engineering data, feasibility or marketing reports, soil reports, phase one environmental reports, survey, or other documentation of any kind or nature relating to the Property that Buyer has received or may receive from Seller, the Broker, or Seller's agents is, will be, or has been furnished on the express condition that Buyer shall make its own independent verification of the accuracy of the information. Buyer agrees that it shall not attempt to assert any liability against Seller or the Broker by reason of Seller or the Broker having furnished such information or by reason any such information becoming or proving to have been incorrect or inaccurate in any respect, and if Buyer provides any such information to any purchaser from or successor-in-interest to Buyer or other parties (collectively, "**Third Parties**"), then Buyer does hereby covenant and agree to defend, pay, indemnify, and hold harmless Seller and the Broker from and against any and all such claims of liability by any Third Parties that may arise from Seller providing such information to Buyer.

C.3 Waiver, Release and Discharge for Certain Liabilities Related to Property. Subject to the consummation of Closing, and except as otherwise provided below, Buyer hereby waives, releases, and discharges Seller, and its employees, agents, and representatives, and the Broker (Transportation Property Company), and its owner, employees, agents, and representatives, from any liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses, including reasonable attorneys', consultants', and experts' fees and expenses (collectively, "**Liabilities**"), that (i) pertain to the physical condition of the Property, including any Liabilities relating to the presence, discharge, existence, use, deposit, spill, or other release of Hazardous Substances in, on, under, or about the Property or on adjoining or neighboring property, or (ii) arise from any use of the Property by Buyer, and its successors and assigns, including (without limitation) any Liabilities arising out of or resulting from any test, survey,

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study, investigation, or inspection or entry by Buyer or its agents, contractors, employees, or invitees. “**Hazardous Substances**” shall include, without limitation, (i) those substances now or hereafter included within the definitions of hazardous substances, hazardous materials, toxic substances, or solid waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Hazardous Materials Transportation Act (49 U.S.C. § 1801, *et seq.*); or (ii) any other federal, state, or local laws, or in the regulations now or hereafter promulgated pursuant to such laws. In addition, Buyer hereby waives, releases, and discharges the Broker, and its owner, employees, agents, and representatives, from any Liabilities relating to documents, materials, or information furnished by Seller or from Seller through the Broker relating to the Property.

C.4. Negation of Agency and Partnership. No provision of this Contract or the Right of Entry Agreement, nor any other previous or subsequent document, letter, communication, or conduct of the parties shall be construed (i) as making either party an agent, principal, partner, or joint venturer with the other party or (ii) as making either party responsible for payment or reimbursement of any costs incurred by the other (except as may be expressly set forth in this Contract or in its attached exhibits).

C.5. Work Product to Seller. If for any reason this transaction does not close, Buyer shall promptly deliver to Seller copies of any materials about the Property that Seller delivered to Buyer and any feasibility and property studies, audits, surveys, Environmental Studies and other investigations (the “**Work Product**”) obtained by Buyer about the Property (at no charge to Seller). The parties agree that any materials provided by Buyer to Seller about the Property are not confidential and may be used by Seller, as Seller sees fit (without warranty by Buyer as to their accuracy or Seller’s right to rely thereon).

D. Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date, subject to Seller’s right of entry **prior to** the Closing Date to do any (or all) of the following: (i) to assemble, detach, and complete the removal of any computers, trucks, forklifts, scales, and other personal property and equipment that is part of Seller’s former business operations conducted on the Property and not part of the buildings themselves (the “**Collateral**”); (ii) to conduct public or private sales of the Collateral, at auction or otherwise, on the Property; (iii) to prepare, inspect, examine, or otherwise deal with the Collateral in preparation for such removal from the Property or in connection with such sales (all of the foregoing are “**Permitted Actions**”). Notwithstanding any other provision of this Contract, the Collateral is excluded from the description of the “Property” and is not being sold to Buyer (all items of the Collateral are sometimes referred to as “**Excluded Items**”). Any Excluded Items not removed within the time period provided above will be conclusively deemed abandoned by Seller upon delivery of written notice by Seller to that effect, and thereupon Buyer may retain or dispose of the same free of any interest by Seller and without the need to compensate Seller for any such items.

E. Material Casualty Loss or Condemnation. If all or a material part of the Property to be conveyed to Buyer is damaged or destroyed or is taken by eminent domain before the Closing Date, either party may elect to rescind this Contract before the Closing Date by written notice to the other; provided, however, that Seller’s notice shall not be effective if, within fifteen (15) days after receipt of such notice, Buyer elects to accept the insurance proceeds or condemnation proceeds attributable to such destruction or taking in lieu of the portion of the Property that has been so destroyed or taken. If this Contract is rescinded, Buyer shall deliver to Seller (at no charge to Seller) any Work Product not previously delivered to Seller under the terms of this Contract and will receive back the Deposit. If this Contract is not rescinded, then Seller will assign to Buyer at Closing Seller’s interest in the insurance proceeds or condemnation award with respect to the Property, without diminution in the Purchase Price. As used in this paragraph, the term “**material**” means a casualty loss to repair or a condemnation that would materially and adversely affect the use of the Property as a motor freight terminal costing no less than the greater of (i) Twenty-Five Thousand Dollars (\$25,000.00) or (ii) five percent (5%) of the Purchase Price.

EXHIBIT A

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F. Notices. All notices given pursuant to this Contract shall be in writing and shall either be (i) delivered in person or by nationally recognized overnight courier or (ii) sent by facsimile or prepaid telegram. Any such notice sent by nationally recognized overnight courier shall be deemed served or given two (2) business days after delivery to the courier, charges prepaid. Any such notice transmitted by facsimile shall be deemed given twelve (12) hours after being sent by facsimile and receipt has been confirmed either electronically or otherwise. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. The address of each party to this Contract for purposes of notice shall be as set forth in the first paragraph of this Contract and to the attention of the person who signed this Contract on behalf of the party.

Each party may change its address for notice by giving not less than five (5) days' prior notice of such change to the other party in the manner set forth above. Copies of all notices to Seller shall be sent to David W. Green or Rene G. Gonzalez, Stoel Rives LLP, 900 SW Fifth Avenue, Suite 2600, Portland, OR 97204-1268; facsimile no.: 503-220-2480. Delivery of the copy of any notice to the places to which copies are to be sent is not a precondition to the effectiveness of the notice as to the parties to this Contract.

G. Miscellaneous Provisions.

G.1 Time is of the Essence. TIME IS OF ESSENCE in the performance of the obligations under this Contract. If Buyer fails to perform its obligations in this Contract within the time prescribed, then, at Seller's option, this Contract may be terminated and Seller shall have the remedies set forth in these **General Terms**, including terminating this Contract and retaining the Deposit. Unless otherwise explicitly stated in this Contract, (i) performance under this Contract that references a date shall absolutely be required by 5:00 p.m. Pacific Time on the stated date, unless otherwise stated herein; and (ii) the term "days" (as distinguished from "business days") shall mean calendar days and shall be counted beginning on the day following the event that triggers the timing requirement.

G.2 Saturday, Sunday, and Legal Holidays. If the time for performance of any of the terms, conditions, and provisions of this Contract falls on a Saturday, Sunday, or legal holiday, then the time of such performance shall be extended to the next business day thereafter. As used in this Contract, the expression (i) "business day" means every day other than a nonbusiness day and (ii) "nonbusiness day" means a Saturday, Sunday, or legal holiday in the state in which the Property is situated. Whenever a payment is due, an act is to be performed, a notice is to be delivered, or a period expires under this Contract on a nonbusiness day, such occurrence shall be deferred until the next succeeding business day.

G.3 Waiver. Failure of either party at any time to require performance of any provision of this Contract shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

G.4 Attorneys' Fees. If suit or action is instituted to interpret or enforce the terms of this Contract or to rescind this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

G.5 Further Assurances. Each party will, whenever and as often as it shall be reasonably requested by the other party, execute, acknowledge, and deliver or cause to be executed, acknowledged,

EXHIBIT A

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and delivered such further instruments and documents as may be necessary in order to carry out the intent and purpose of this Contract.

G.6 Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns, but Buyer shall not assign or otherwise transfer any right, title, or interest in, under, or to this Contract before the Closing Date without the prior written consent of Seller, which may be given (or withheld) in Seller's sole (but commercially reasonable) discretion; provided, that such consent will not be required for a transfer by Buyer at Closing for purposes of taking title to the Property (and without release or substitution of liability as to Buyer) in the name of any limited liability company, corporation or other entity or person which controls, is controlled by, or is under common control with Buyer (the "**Permitted Transferee**").

G.7 Section Headings. The descriptive headings of the sections of this Contract are being used for convenience only and are not intended to have any effect whatsoever in determining the rights or obligations of the parties hereto.

G.8 Applicable Law/Venue. This Contract shall be construed, applied, and enforced in accordance with the laws of the state in which the Property is situated. The parties agree that venue shall lie in the Bankruptcy Court. Buyer and Seller agree that the Bankruptcy Court shall have exclusive jurisdiction over all disputes and other matters relating to (i) the interpretation and enforcement of this Contract or any ancillary document executed pursuant hereto; and/or (ii) the Property and any claims that Buyer may have against Seller pursuant to this Contract, and Buyer expressly consents to and agrees not to contest such exclusive jurisdiction.

G.9 Changes in Writing. This Contract and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

G.10 Indemnified Parties. Any indemnification contained in this Contract for the benefit of a party shall extend to such party's members, officers, employees, and agents.

G.11 Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Escrow Agent, the parties shall confirm facsimile-transmitted signatures by signing an original document.

G.12 Counterparts. This Contract may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

G.13 Invalidity of Provisions. If any provision of this Contract, or any instrument to be delivered by Buyer at Closing pursuant to this Contract, is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.

G.14 Survival of Covenants. Any covenants and agreements that this Contract does not require to be fully performed before the Closing Date shall survive the Closing Date and shall be fully enforceable thereafter in accordance with their terms.

G.15 Seller's Required Approvals. This Contract and Seller's obligations hereunder are conditioned upon (i) the receipt of any necessary approvals from its Board of Directors, (ii) the Approval Order becoming a Final Order, and (iii) such authorizations, approvals, and actions other than the Final

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Order as may be required in the Bankruptcy Case. Seller will promptly notify Buyer when condition (iii) is satisfied. If such conditions are not satisfied by the Closing Date, this Contract will automatically terminate, Buyer shall deliver to Seller (at no charge to Seller) any Work Product not previously delivered to Seller under the terms of this Contract and will receive a refund of the Deposit, this Contract will be null and void, and neither party will have any further obligation to the other under this Contract.

G.16 Public Announcements. No press releases or other public announcements concerning the transactions contemplated by this Contract shall be made by Buyer without the prior written consent of Seller, except as may be required by law or with respect to filings to be made with the Bankruptcy Court in connection with this Contract (in which case Buyer shall notify Seller before to making such public announcement).

G.17 Handling of Deposit upon Termination, Rescission or Overbidding. In the event of rescission or termination of the Contract pursuant to its terms, or in the event Buyer is not the winning bidder or runner-up bidder at the Auction Sale as a result of overbidding, then this Contract will automatically terminate and thereafter be of no force and effect, and within five (5) business days of after such termination, Buyer shall deliver to Seller (at no charge to Seller) any Work Product not previously delivered to Seller under the terms of this Contract, whereupon the Deposit shall be promptly returned to Buyer by the Escrow Agent.

In the event Buyer is the runner-up bidder at the Auction Sale as a result of overbidding, then this Contract will automatically terminate upon closing of the sale to the winning bidder, as described in Section A.5 above, and thereafter be of no force and effect, and within five (5) business days of after such termination, Buyer shall deliver to Seller (at no charge to Seller) any Work Product not previously delivered to Seller under the terms of this Contract, whereupon the Deposit shall be promptly returned to Buyer by the Escrow Agent.

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EXHIBIT C

PRE-CLOSING RIGHT OF ENTRY AGREEMENT

In connection with a pending COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT (“**Contract**”), between **CFCD 2002 LLC**, a Delaware limited liability company, as debtor and debtor in possession under the Case described in **Exhibit B** of the Contract, as seller (“**Seller**”), and **ESTES EXPRESS LINES, INC.**, a Virginia Corporation, as purchaser (“**Buyer**”), Buyer desires to enter the property described therein (the “**Property**”), for purposes of performing reasonable tests, surveys, studies, investigations, or inspections thereon.

NOW THEREFORE, FOR VALUE RECEIVED, Buyer covenants and agrees with Seller as follows:

1. **Right of Entry.** Seller grants permission to Buyer to enter the Property for the purposes referenced above, and Buyer agrees to do so, in accordance with the terms and conditions of this Pre-Closing Right of Entry Agreement (“**Agreement**”). Before making or authorizing any entry, Buyer will provide reasonable advance notice (at least 24 hours) to Seller as to the timing and nature of the entry and the person(s) that may be performing the test, survey, study, investigation, or inspection. Access and entry will be (a) at reasonable times and hours; (b) limited to the area in which the test, survey, study, investigation, or inspection is to take place; and (c) performed in a manner that does not interfere with operations at the Property. No drilling or invasive testing shall be undertaken without Seller’s prior written consent. Buyer shall not disturb or sample any sampling or monitoring wells on the Property. If Buyer fails to comply with the terms of this Agreement or to provide evidence of liability insurance as described below, Seller may suspend the right of entry until any such failure is resolved.
2. **Indemnity.** Buyer hereby waives, releases, and discharges and agrees to defend, indemnify, and hold harmless Seller, and its employees, agents, and representatives, from any claim, loss, or liability (including reasonable attorneys’ fees) arising out of or in connection with any entry on the Property pursuant hereto or Buyer’s failure to comply with the provisions of this Agreement, including (without limitation) any claim, loss, or liability arising out of or resulting from any personal injury or property damage or claim of lien by the person performing the entry, and which results from any test, survey, study, investigation, or inspection or entry by Buyer and its agents, contractors, employees, or invitees.
3. **Nonassignability.** This Agreement is not assignable by Buyer separate from the party obligated as Buyer under the Contract (but covers Buyer’s employees, agents, independent contractors, and invitees entering the Property pursuant hereto, and Buyer’s successors and assigns under the Contract).
4. **Insurance.** Buyer will maintain commercial general liability insurance in the amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000), and will cause Seller to be named as additional insured on a certificate of insurance with a contractual liability endorsement referencing this Agreement. Before entry on the Property, Buyer shall provide Seller with certificates evidencing such coverage and require ten (10) days’ notice to Seller before any cancellation of such coverage.
5. **General Provisions.** In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and court costs, at trial, upon appeal, and any petition for review. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.

EXHIBIT A

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IN WITNESS WHEREOF, the parties hereto have entered into this instrument as of the last date and year set forth below.

BUYER:

ESTES EXPRESS LINES, INC., a Virginia Corporation

By: _____
Name/Title: _____
Date: _____

ATTEST:

By: _____
Name/Title: _____

SELLER:

CFCD 2002 LLC,
a Delaware limited liability company

By: _____
Name/Title: _____
Date: _____

ATTEST:

By: _____
Name/Title: _____

Property of Cook County Clerk's Office

EXHIBIT A

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EXHIBIT D

TAX ESCROW AGREEMENT

Dated: November __, 2003

Escrow Trust Number _____
(referred to herein as "this Escrow")

To: LandAmerica Title Company
National Commercial Services
1200 Sixth Avenue, Suite 1910
Seattle, Washington 98101
Attn: Martin Strelecky

Re: 1601 Villa Street, Elgin, Illinois 60120 (the "Property")

These Escrow Trust Instructions are given to you by:

- (i) CFCD 2002 LLC, a Delaware limited liability company, ("Seller"); and
- (ii) ESTES EXPRESS LINES, INC., a Virginia corporation ("Buyer")

A. Concurrently with the closing of the purchase by Buyer of the Property, Seller shall deposit in this Escrow the following amount:

\$92,260.00 (the "2003 Tax Fund"), being the amount of the real estate tax proration credit due Buyer from Seller for real estate taxes on the subject property for the year 2003 (payable in 2004); and

B. It is anticipated that the real estate tax bills for the first installment of 2003 taxes for P.I.N. Numbers: 06-20-401-003-0000, 06-20-401-004-0000 & 06-29-200-008-0000 (the "2003 First Installment Bills"), will be sent to Seller. Seller shall deliver the original 2003 First Installment Bills to the Escrowee and a copy thereof to Buyer, within ten days after Seller's receipt thereof. Escrowee shall cause the 2003 First Installment Bills to be paid in full from the 2003 Tax Fund prior to the due date thereof. Escrowee shall provide proof of such payment to both Seller and Buyer within thirty (30) days after payment of the 2003 First Installment Bills.

C. It is anticipated that the real estate tax bills for the second installment of 2003 taxes for P.I.N. Numbers: 06-20-401-003-0000, 06-20-401-004-0000 & 06-29-200-008-0000 (the "2003 Second Installment Bills"), will be sent to Seller. Seller shall deliver the original 2003 Second Installment Bills to the Escrowee and a copy thereof to Buyer, within ten days after Seller's receipt thereof. In the event the amount of the 2003 Second Installment Bills exceeds the balance of the 2003 Tax Fund then on deposit with Escrowee, Seller shall deliver to Escrowee, concurrently with the delivery of the 2003 Second Installment Bills, a check payable to the Cook County Collector in an amount equal to the difference between the 2003 Second Installment Bills and the balance of the 2003 Tax Funds (the "2003 Check"). Upon receipt of the 2003 Second Installment Bills and the 2003 Check, if any, the Escrowee is hereby directed to pay the 2003 Second Installment Bills with the balance of the 2003 Tax Fund plus the 2003 Check, if any. In the event the balance of the 2003 Tax Fund exceeds the amount of the 2003 Second Installment Bills, then the Escrowee

EXHIBIT A

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is hereby directed to pay the 2003 Second Installment Bills out of the balance of the 2003 Tax Fund and to pay any excess amount of the balance of the 2003 Tax Fund promptly to Seller.

- D. Any notice, demand or communication given pursuant to or in connection with this Tax Escrow Agreement shall be in writing and shall be deemed given when personally delivered, or on the date of confirmed facsimile transmission, or on the second business day after being deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to Seller: CFCD 2002 LLC, a Delaware limited liability company
1115 SE 164th Avenue
Vancouver, WA 98683
Attention: Real Estate Tax Accounting

If to Buyer: ESTES EXPRESS LINES, INC., a Virginia corporation
3901 West Broad Street
Richmond, Virginia 23230-3962

If to Escrowee: LandAmerica Title Company
National Commercial Services
1200 Sixth Avenue, Suite 1910
Seattle, Washington 98101
Attn: Martin Strelecky

- E. Wherever under the terms and provisions of these Escrow Trust Instructions, the time for performance of a condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the first business day following such Saturday, Sunday or holiday.
- F. In the event you are directed to pay any bills and for any reason you are unable to pay all or any part thereof, then those unpaid bills shall be the responsibility of the party herein directing the payment, and Escrowee may hold any funds already on deposit and await further instructions from the Buyer and Seller regarding payment of the outstanding tax bills. Escrowee does not, in any way, guarantee the amounts owing for taxes on the property for 2003 and subsequent years, and it is the Seller's and Buyer's responsibility to contact the appropriate tax collecting office for verification of the amounts owed.
- G. No claim of a default shall be valid if the party making such claim is itself in default, unless such default is caused by a failure of the other party to take some action required by this Tax Escrow Agreement.
- H. Deposits made pursuant to this Tax Escrow Agreement may be invested on behalf of any party or parties hereto; provided that any direction to you for such investment shall be expressed in writing and also provided that you are in receipt of the taxpayer's identification number and investment forms as required. You will, upon request, furnish information concerning your procedures and the schedules for investment. Except as to deposits of funds for which you have received express written direction concerning investment or other handling, the parties hereto agree that you shall be under no duty to invest or reinvest any deposits at any time held by you hereunder and further agree that you may commingle such deposits with other deposits or with your own funds in the manner provided for by applicable law; provided, however, nothing herein shall diminish your obligation to apply the full amount of the deposits in accordance with the

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terms of this Tax Escrow Agreement. In the event you are requested to invest deposits hereunder, you shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming such investment for the purposes of this Escrow.

- I. The undersigned hereby authorize and direct you to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case you obey or comply with any such writ, order, judgment or decree of any court, you shall not be liable to any of the parties hereto or any other person by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case you are made a party defendant to any suit or proceedings regarding this Escrow, Buyer and Seller, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally agree to pay to you, upon written demand, all costs, attorneys' fees and expenses. If said costs, fees and expenses are not paid, then you shall have the right to reimburse yourself out of the said deposit(s).
- J. This Tax Escrow Agreement is governed by and is to be construed under the laws of the State of Washington. This Tax Escrow Agreement, and any amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

SELLER: CFCD 2002 LLC, a Delaware limited liability company

By: _____

BUYER: ESTES EXPRESS LINES, INC., a Virginia corporation

By: _____

ACCEPTED:

LANDAMERICA TITLE COMPANY

By: _____

Authorized Agent

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<p>In re</p> <p>CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, a Delaware corporation, et al.,</p> <p style="text-align: right;">Debtor.</p> <p>Fed. Tax I.D. No. 94-1444797</p>	<p>Case No. RS 02-24284- MG</p> <p>Chapter 11</p> <p>(Jointly Administered with Case Nos. RS-02-24289-MG; RS-02-24287-MG; RS-02-24293-MG; RS-02-24294-MG; RS-02-24295-MG; RS-03-11603-MG, RS-03-11608-MG, RS-03-11610-MG, and RS-03-11615-MG)</p>
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**NOTICE OF ENTRY OF JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST:

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021, that a judgment or order entitled, **"ORDER AUTHORIZING DEBTORS TO SELL REAL PROPERTY (ELGIN FACILITY) FREE AND CLEAR OF LIENS"** was entered on NOV 24 2002.

2. I hereby certify that I mailed a copy of this Notice of Entry and a true copy of the order or judgment to the noticing agent for service to the persons and entities on the attached service list on NOV 24 2003.

Dated: NOV 24 2003

JON D. CERETTO
Clerk of the Bankruptcy Court

By: *Jayne Bickhart*
Deputy Clerk

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Service List

Kim M. Mingo
Consolidated Freightways Corporation
1115 SE 164th Ave.
Vancouver, WA 98683
Fax: 360.448.4329
Mingo.Kim@cfwy.com

Michael S. Lurey
Latham & Watkins LLP
633 West Fifth Street, Suite 4000
Los Angeles, CA 90071
Fax: 213.891.8763
Michael.Lurey@lw.com

Alice Whitfield
Poorman-Douglas Corporation
Legal Services, Bankruptcy Division
10300 S. W. Allen Boulevard
Beaverton, OR 97005
Fax: 503.350.5320
Email: alice.whitfield@poorman-douglas.com

Timothy J. Farris
Office of US Trustee
Senior Staff Attorney
3685 Main Street, Suite 300
Riverside, CA 92501
Fax: 909.276.6973
Email: Timothy.Farris@usdoj.gov

Bruce S. Schildkraut
Office of the US Trustee
Senior Trial Attorney
725 S. Figueroa Street, 26th Floor
Los Angeles, CA 90017
Fax: 213.894.2603
Email: Bruce.Schildkraut@usdoj.gov

Richard M. Neiter
Stutman, Treister & Glatt
1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067
Email: RNeiter@Stutman.com
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Eric Sagerman, Esq.
Winston & Strawn
333 South Grand Avenue, 38th Floor
Los Angeles, CA 90071-1543
Email: esagerman@winston.com
Fax: (213) 615-1750

Todd C. Meyers
Kilpatrick Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, GA 30309-4530
Email: tmeyers@kilpatrickstockton.com
Fax: 404.815.6555

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28**PROOF OF SERVICE**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Latham & Watkins LLP, 633 West Fifth Street, Suite 4000, Los Angeles, California 90071. On November 21, 2003, I served the foregoing:

**ORDER AUTHORIZING DEBTORS TO SELL REAL PROPERTY (ELGIN FACILITY)
FREE AND CLEAR OF LIENS**

I deposited the above document(s) for facsimile transmission in accordance with the office practice of Latham & Watkins LLP for collecting and processing facsimiles. I am familiar with the office practice of Latham & Watkins LLP for collecting, processing, and transmitting facsimiles, which practice is that when a facsimile is deposited with the Latham & Watkins LLP personnel responsible for facsimiles, such facsimile is transmitted that same day in the ordinary course of business. The facsimile of the above document(s) was transmitted to the following parties: See the attached Facsimile List.

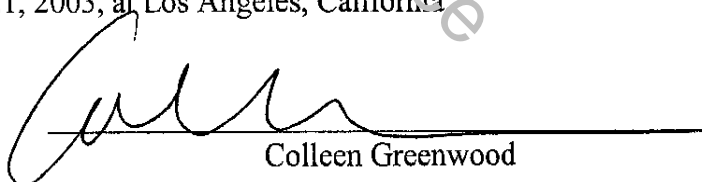
X I placed a sealed envelope or package containing the document(s) in a post office, mailbox, sub-post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service for receipt of U.S. Mail, with U.S. Mail postage paid, addressed to all parties on the attached Service List.

I caused such envelope to be delivered by Federal Express to the offices of the addressee(s). See attached Federal Express List.

I caused a pdf version of this document to be delivered via electronic mail to the attached Service List.

I declare under penalty of perjury that the above is true and correct.

Executed on November 21, 2003, at Los Angeles, California



Colleen Greenwood

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Service List

Kim M. Mingo
Consolidated Freightways Corporation
1115 SE 164th Ave.
Vancouver, WA 98683
Fax: 360.448.4329
Mingo.Kim@cfwy.com

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