31B
Beck
Kinnins

This instrument prepared by:
Stoel Rives LLP
900 SW Fifth Avenue
Portland, OR 97204
David W. Green
Rene G. Gonzalez

Davidson County DEEDQC
Recvd: 03/28/03 14:42 34pgs
Fees:172.00 Taxes:0.00
20030328-0041192

QUITCLAIM DEED

Know all men by these presents, that CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, a Delaware corporation, for and in consideration of TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS ($12,500,000.00), does hereby bargain, sell, remise, release, quitclaim and convey unto FEDEX FREIGHT EAST, INC., an Arkansas corporation, the following described real estate located in Nashville, County of Davidson, State of Tennessee, to wit:

See attached Exhibit A.

This is improved property, known as 12805 Old Hickory Blvd., Nashville, Tennessee.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hand this 26th day of February, 2003, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, a Delaware corporation

By: _____
Name: James K. Tener
Title: Vice President & Controller

VALUE AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

This transfer is exempt from the transfer tax pursuant to Section 1146(c) of the Bankruptcy Code and the Order of the United States Bankruptcy Court for the Central District of California approving this sale, a copy of which Order has been recorded simultaneously with this Deed.

James L. Snow
Affiant

Subscribed and sworn to before me this 26th day of February, 2003.

Marci R. DeSeive
Notary Public

My commission expires: October 8, 2005



STATE OF WASHINGTON

COUNTY OF CLARK

Before me, Marci R. DeSeive, a Notary Public of the State and County aforesaid, personally appeared James R. Tener, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President & Controller of CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, the within named bargainor, a corporation, and that he as such VP & Controller being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as James R. Tener.

Witness my hand and official sea, at office in Vancouver, Washington, this 26th of February, 2003.

MARCI R. DESEIVE NOTARY PUBLIC STATE OF WASHINGTON MY APPOINTMENT EXPIRES OCTOBER 8, 2005

Marci R. DeSeive
Notary Public

My commission expires: October 8, 2005

Address new owner(s) as follows:
FedEx Freight East, Inc.
2200 Forward Drive
Harrison, AR 72601

Send tax bills to:
FedEx Freight East, Inc.
2200 Forward Drive
Harrison, AR 72601

Map parcel numbers

17500003400

SCHEDULE "A"
LEGAL DESCRIPTION

TRACT I

BEING A TRACT OF LAND LYING IN THE 2ND CIVIL DISTRICT OF DAVIDSON COUNTY, BEING BOUNDED ON THE SOUTH BY THE CENTERLINE OF CSX TRANSPORTATION RAILROAD, ON THE WEST AND NORTH BY REMAINING LANDS OF CONSOLIDATED FREIGHTWAYS, ON THE EAST BY LANDS OF WILLIAM GARY MIDDLETON, DB. 5965, PG. 84, ON THE EAST BY LANDS OF P.C. WALDRON, DB. 2027, PG. 184, AND ON THE EAST BY LANDS OF BILLY BOWERS, DB. 6015, PG. 866, OF THE REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING ON THE NORTHERLY LINE OF THE 100' CHARTER RIGHT-OF-WAY OF CSX RAILROAD, SAID POINT LYING 3030.31 FEET SOUTHEASTERLY ALONG SAID CHARTER RIGHT-OF-WAY FROM THE EASTERLY RIGHT-OF-WAY OF HOBSON PIKE, THENCE, LEAVING SAID CHARTER RIGHT-OF-WAY LINE, AND CROSSING LANDS OF CONSOLIDATED FREIGHTWAYS, WITH THE FOLLOWING CALLS AND DISTANCES, N 03o 21' 22" E 217.62 FEET TO A POINT, THENCE, N 00o 10' 36" W 1051.54 FEET TO A POINT, THENCE, N 06o 03' 18" W 116.66 FEET TO A POINT, THENCE, N 00o 06' 06" W 162.78 FEET TO A POINT, THENCE, N 05o 09' 20" E 990.19 FEET TO A POINT, THENCE, S 88o 18' 46" E 452.99 FEET TO A POINT, THENCE, S 58o 06' 07" E 191.54 FEET TO A POINT, THENCE, S 87o 16' 43" E 378.32 FEET TO A POINT, THENCE, N 02o 48' 41" E 115.87 FEET TO A PONT, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 39o 31' 17", AND AN ARC LENGTH OF 427.66 FEET, THENCE, WITH THE CHORD BEARING AND CHORD OF N 22o 34' 20" E 419.23 FEET TO THE POINT OF TANGENCY, THENCE, N 42o 19' 58" E 251.62 FEET TO A POINT LYING 400 FEET SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70 S (MURFREESBORO ROAD), THENCE, RUNNING WITH A LINE LYING PARALLEL WITH U.S. HIGHWAY 70 S, S 47o 40' 02" E 994.57 FEET TO A POINT LYING ON THE WESTERLY LINE OF P.C. WALDRON, THENCE, WITH WALDRON'S WESTERLY LINE, S 38o 10' 50" W 43.19 FEET TO AN IRON PIN AT WALDRON SOUTHWESTERLY CORNER, THENCE, WITH WALDRON'S SOUTHERLY LINE, S 54o 03' 35" E 226.87 FEET TO AN IRON PIN AT WALDRON'S SOUTHEAST CORNER, LYING IN THE WESTERLY LINE OF W. G. MIDDLETON, THENCE, LEAVING WALDRON, AND WITH MIDDLETON'S WESTERLY LINE S 24o 53' 40" W 595.46 FEET TO AN IRON PIN AT MIDDLETON'S SOUTHWEST CORNER, IN BILLY BOWERS NORTHERLY LINE, THENCE, LEAVING MIDDLETON, AND WITH BOWER'S NORTH LINE, N 87o 46' 08" W 254.03 FEET TO AN IRON PIN, BOWERS' NORTHWESTERLY CORNER, THENCE, WITH BOWERS' WESTERLY LINE, THE FOLLOWING CALLS AND DISTANCES, S 04o 35' 08" W 203.96 FEET TO AN IRON PIN, THENCE, STILL WITH SAME, S 03o 03' 44" W 626.32 FEET TO AN IRON PIN, THENCE, S 02o 16' 43" W 647.00 FEET TO AN IRON PIN, THENCE, S 04o 46' 17" W 147.75 FEET TO AN IRON PIN, THENCE, S 01o 56' 16" W 517.81 FEET PASSING AN IRON PIN LYING ON THE AFORESAID NORTHERLY LINE OF THE CSX-RAILROAD CHARTER RIGHT-OF-WAY, AND 619.99 FEET IN ALL TO THE CENTERLINE OF CSX RAILROAD TRACKS, THENCE, LEAVING BOWERS' WESTERLY LINE, AND WITH THE CSX RAILROAD CHARTER RIGHT-OF-WAY, N 76o 11' 58" W 1750.71 A POINT, LEAVING SAID CENTERLINE, N 03°21'22" E 101.69 FEET TO THE POINT OF BEGINNING, CONTAINING A GROSS AREA OF 126.07 ACRES MORE OR LESS.

TRACT 2

BEING A TRACT OF LAND LYING IN THE 2nd CIVIL DISTRICT OF DAVIDSON COUNTY, BEING BOUNDED ON THE SOUTH BY THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70 S, ON THE EAST, SOUTH AND WEST BY REMAINING LANDS OF CONSOLIDATED FREIGHTWAYS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT AN IRON PIN FOUND LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY, SAID POINT BEING THE SOUTHEASTERLY CORNER OF JOYCE POLLOCK, AND A NORTHEASTERLY CORNER OF LANDS OF CONSOLIDATED FREIGHTWAYS PROPERTY, THENCE, WITH SAID RIGHT-OF-WAY LINE, S 47° 40' 02" E 110.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 40'00 FEET WIDE STRIP, THENCE, STILL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70S, S 47° 40' 02" E 40.00 FEET TO A POINT, THENCE, LEAVING SAID RIGHT-OF-WAY LINE, AND CROSSING LANDS OF CONSOLIDATED FREIGHTWAYS, S 42° 19' 58" W 400.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF CONSOLIDATED FREIGHTWAYS 122.05 ACRE TRACT, THENCE, WITH SAID LINE, N 47° 40' 02" W 40.00 FEET TO A POINT, SAID POINT BEING A NORTHEASTERLY CORNER OF SAID 122.05 ACRE TRACT, THENCE, LEAVING SAID 122.05 ACRE TRACT, AND AGAIN CROSSING LANDS OF CONSOLIDATED FREIGHTWAYS, N 42° 19' 58" E 400.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.37 ACRES MORE OR LESS.

TRACT 3

Being a tract of land lying in Antioch, Davidson County, Tennessee, and being more particularly described as follows:

Commencing at an iron rod set at the intersection of the easterly right-of-way line of Old Hickory Boulevard, width varies, and the southerly property line of the property of CF Properties, Inc., also being the centerline of the right-of-way of CSX Transportation Railroad, 200 feet in width, as of record in Deed Book 10319, Page 614, at the Register's Office for Davidson County, Tennessee.

Thence leaving the easterly right-of-way line of Old Hickory Boulevard with the southerly property line of CF Properties, Inc., South 52 deg 30 min 14 sec East, 4.22 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 798.01, with a radius of 2864.82 feet, the central angle of which is 15 deg 57 min 36 sec, the chord of which is South 60 deg 29 min 02 sec East, 795.44 feet to an iron rod set;

Thence South 69 deg 46 min 29 sec East, 280.76 feet to an iron rod set;

Thence South 70 deg 48 min 23 sec East, 2001.26 feet to an iron rod set at a corner common with the property of Consolidated Freightways Corporation of Delaware, as of record in Deed Book 7933, Page 333, at the Register's Office for Davidson County, Tennessee.

Thence with the westerly property line of Consolidated Freightways Corporation of Delaware, North 08 deg 50 min 29 sec East, 152.31 feet to an iron rod set at a corner common with said CF Properties, Inc., the true point of beginning;

Thence with the easterly property line of CF Properties, Inc., North 18 deg 30 min 34 sec West, 919.92 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 36.93 feet, the radius of which is 30.00 feet, the central angle of which is 70 deg 31 min 44 sec, the chord of which is North 53 deg 46 min 26 sec West, 34.64 feet to an iron rod set in the right-of-way terminus of proposed Logistics Way;

Thence with the right-of-way terminus of proposed Logistics Way, along a curve to the left, with an arc length of 114.64 feet, the radius of which is 60.00 feet, the central angle of which is 109 deg 28 min 16 sec, the chord of which is North 36 deg 13 min 34 sec East, 97.98 feet to an iron rod set at a corner common with the property of CF Properties, Inc., as of record in Deed Book 10319, Page 614, at the Register's Office for Davidson County, Tennessee;

Thence leaving the right-of-way terminus of proposed Logistics Way with the southerly property line of CF Properties, Inc., South 18 deg 30 min 34 sec East, 887.78 feet to an iron rod set in the westerly property line of said Consolidated Freightways Corporation of Delaware;

Thence with the westerly property line of Consolidated Freightways of Delaware, South 08 deg 50 min 29 sec West, 130.59 feet to the point of beginning, containing 54,086 square feet (1.242 acres more or less).

EASEMENT TRACT B

ACCESS EASEMENT

BEING AN ACCESS EASEMENT LYING IN ANTIOCH, DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON ROD AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, 94 FEET IN WIDTH, AND THE NORTHERLY PROPERTY LINE OF THE PROPERTY OF CF PROPERTIES, INC. (MAP 175, PARCEL 196), AS OF RECORD IN DEED BOOK 10319, PAGE 614, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE WITH THE NORTHERLY PROPERTY LINE OF CF PROPERTIES, INC. (MAP 175, PARCEL 196), SOUTH 47 DEG 44 MIN 29 SEC WEST, 400.93 FEET TO AN IRON ROD SET;

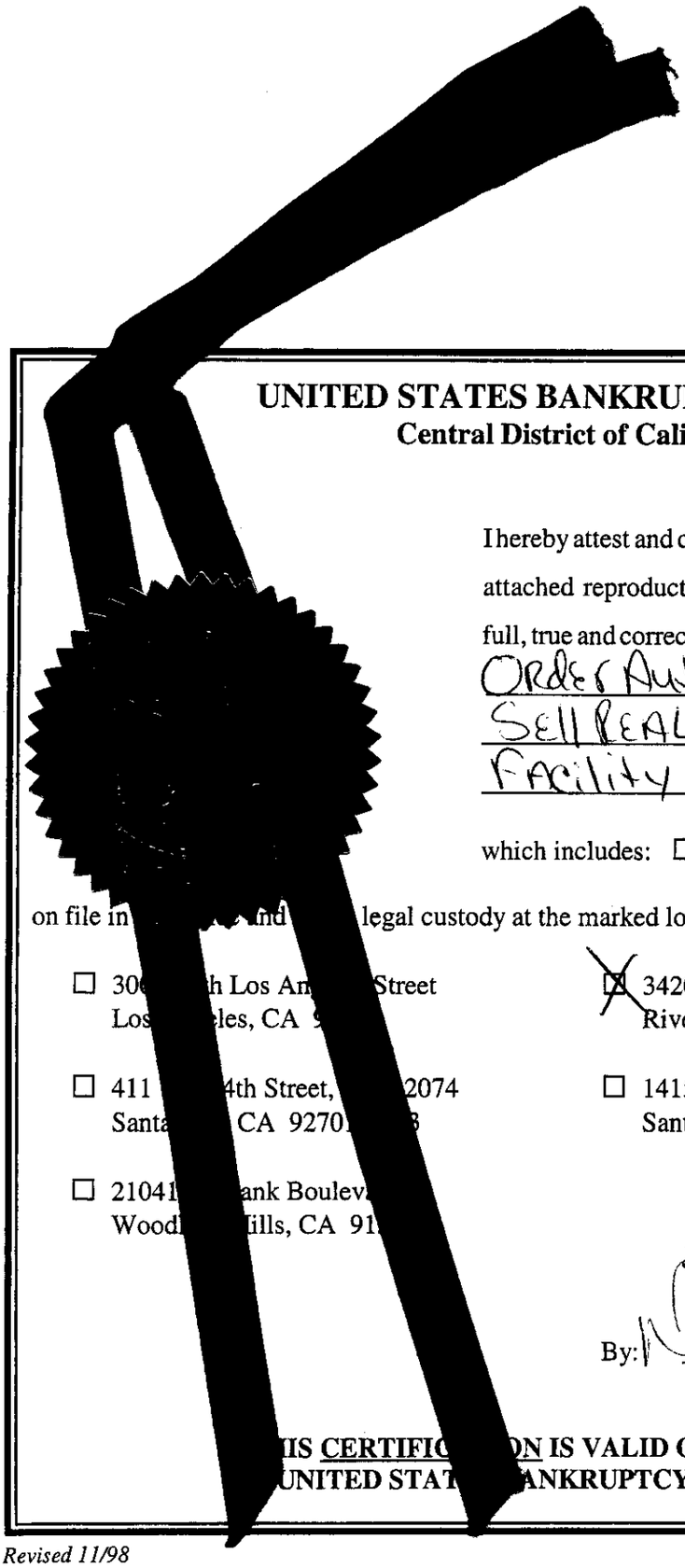
THENCE WITH THE WESTERLY PROPERTY LINE OF CF PROPERTIES, INC. (MAP 175, PARCEL 196), SOUTH 42 DEG 21 MIN 09 SEC EAST, 30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING WITH THE WESTERLY PROPERTY LINE OF CF PROPERTIES, INC. (MAP 175, PARCEL 196), SOUTH 42 DEG 21 MIN 09 SEC EAST, 80.05 FEET TO AN IRON ROD SET AT A CORNER COMMON WITH THE PROPERTY OF CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE (MAP 175, PARCEL 34), AS OF RECORD IN DEED BOOK 7933, PAGE 333, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE WITH THE NORTHERLY PROPERTY LINE OF CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE (MAP 175, PARCEL 34), SOUTH 47 DEG 44 MIN 04 SEC WEST, 250.86 FEET TO AN IRON ROD SET;

THENCE WITH AN EASEMENT LINE THROUGH THE PROPERTY OF CF PROPERTIES, INC. (MAP 175, PARCEL 194), AS OF RECORD IN DEED BOOK 10319, PAGE 614, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, NORTH 30 DEG 01 MIN 43 SEC EAST, 263.20 FEET TO THE POINT OF BEGINNING. CONTAINING 10,040 SQUARE FEET (0.230 ACRES MORE OR LESS).

BEING PART OF THE SAME PROPERTY CONVEYED TO CF PROPERTIES, INC. (MAP 175, PARCEL 194), AS OF RECORD IN DEED BOOK 10319, PAGE 614, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.



UNITED STATES BANKRUPTCY COURT
Central District of California

I hereby attest and certify that on 01/30/03 the attached reproduction(s), containing 26 pages, is a full, true and correct copy of the complete document entitled: Order Authorizing Debtors to Sell Real Property (Nashville Facility)

which includes: ☐ Exhibits ☐ Attachments

on file in [illegible] and [illegible] legal custody at the marked location:

☐ 30[illegible]h Los An[illegible] Street
Los[illegible]les, CA [illegible]

☐ 411 [illegible]4th Street, [illegible]2074
Santa[illegible] CA 9270[illegible]

☐ 21041[illegible]ank Boulev[illegible]
Wood[illegible]ills, CA 91[illegible]

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

☐ 1415 State Street
Santa Barbara, CA 93101-2511

Jon D. Ceretto, Clerk of Court

By: _____
Deputy Clerk

THIS CERTIFIC[illegible]ON IS VALID ONLY WITH THE UNITED STAT[illegible]ANKRUPTCY COURT SEAL.

Revised 11/98

ORIGINAL

FILED
JAN 28 2003
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY

LATHAM & WATKINS LLP
Michael S. Lurey, CA State Bar No. 048235
Gregory O. Lunt, CA State Bar No. 173297
Shira Roth, CA State Bar No. 217463
633 West Fifth Street, Suite 4000
Los Angeles, California 90071-2007
Telephone: (213) 485-1234
Facsimile: (213) 891-8763

Counsel for
Debtors and Debtors-in-Possession

ENTERED
JAN 29 2003
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

RIVERSIDE DIVISION

In re CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, et al., Debtors. Fed. Tax I.D. No. 94-1444797	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 and RS-02-24295-MG) Hearing Date: January 28, 2003 Time: 10:30 a.m. Place: Courtroom 301 3420 Twelfth Street Riverside, CA 92501 Judge: Hon. Mitchel R. Goldberg

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

This matter came before the Court on January 28, 2003, at 10:30 a.m. upon the Second Motion for Order Authorizing Debtors to Sell Certain Real Property Assets Free and Clear of Liens, Claims and Encumbrances and Reject Unexpired Lease with Respect to Certain Facilities (the "Motion"), which was filed by Consolidated Freightways Corporation, Consolidated Freightways Corporation of Delaware ("CFCD"), Redwood Systems, Inc., Leland James Service Corporation, CF Airfreight Corporation and CF MovesU.com Incorporated, the

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

1. The Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334 to approve the sale of the real property and improvements located at 12805 Old Hickory Boulevard, Antioch, Tennessee (the "Facility") free and clear of those liens, encumbrances, claims and interests identified in this Order, and to authorize CFCD on behalf of its estate (the "Estate") to enter into and perform in accordance with the Commercial Real Estate Purchase and Sale Agreement dated as of December 12, 2002, including the modifications, if any, set forth in the record of the hearing on the Motion (the "Agreement"), in substantially the form attached hereto as Exhibit "A." The Motion is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). The statutory predicates for the relief requested in the Motion with respect to the Facility are 11 U.S.C. §§ 105 and 363, and Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules") 2002, 6004 and 9014.

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

3. The Facility is situated in Antioch, County of Davidson, State of Tennessee, described more fully in Exhibit "A" to the Agreement, which is attached hereto.

4. Record title to the Facility is vested in CFCD (the "Record Owner").

5. Notice of the Motion was appropriate under the circumstances and complied in all respects with the requirements of the Bankruptcy Code and the Bankruptcy Rules.

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

7. The Facility is allegedly subject to the liens, encumbrances and other interests of record, including, without limitation, the (1) prepetition and postpetition liens of

General Electric Capital Corporation ("GE Capital") in connection with the Debtors' postpetition secured financing previously approved by this Court (the "DIP Financing") and (2) possible liens for property taxes (the "Property Tax Liens").

8. Within the meaning of 11 U.S.C. § 363(f)(2), GE Capital has consented to the sale of the Facility free and clear of any and all of its prepetition and postpetition liens, encumbrances or interests in the Facility (with such liens attaching to the net proceeds of the sale), including, without limitation, those liens, encumbrances and interests of such party listed in Paragraph 7 above.

9. CFCD proposes to pay all bona fide amounts owing on account of any Property Tax Liens from the gross proceeds of the sale of the Facility pending resolution of such claims.

10. CFCD has engaged in fair and reasonable marketing, advertising and other sale efforts and procedures in connection with the sale of the Facility, which efforts and procedures have enabled the Estate to obtain a fair and reasonable price for the Facility under the circumstances of these cases. In connection with the proposed sale, CFCD has complied with all sale procedures established or required by this Court.

11. The highest and best offer to purchase the Facility was the one received from FedEx Freight East, Inc. (the "Purchaser") to purchase the Facility for a purchase price of $12,500,000 on the terms and conditions set forth in the Agreement.

12. The Purchaser is not an affiliate of any of the Debtors. The Agreement was negotiated, proposed, and entered into by the parties without collusion, in good faith, and from arm's-length bargaining positions. None of the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the Agreement, or the transactions contemplated thereby, to be invalidated or avoided under 11 U.S.C. § 363(n). Accordingly, upon consummation of the sale transaction contemplated by the Agreement, the Purchaser will be a buyer in "good faith" within the meaning of 11 U.S.C. § 363(m), and, as such, is entitled to the protections afforded thereby.

13. The terms and conditions of the sale transaction as provided for in the Agreement are fair and reasonable; entry into the Agreement on behalf of the Estate is a sound exercise of CFCD's reasonable business judgment; and, the sale transaction contemplated by the Agreement is in the best interests of creditors, interest holders and the Estate.

14. The sale of the Facility is a prerequisite to the Debtors' ability to confirm and consummate a plan or plans of liquidation. The sale of the Facility is a sale in contemplatior of a plan and, accordingly, a transfer pursuant to section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp, transfer, recording or similar tax.

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

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

ORDERED THAT the terms, conditions and transactions contemplated by the Agreement are hereby approved in all respects, and CFCD is hereby authorized under 11 U.S.C. §§ 105(a) and 363(b), (c), (f) and (m) to sell the Facility free and clear of those liens, claims, encumbrances and interests set forth below (the "Liens") to the Purchaser on the terms and conditions provided in the Agreement, with all such Liens to attach to the net proceeds of the sale with the same validity, enforceability, priority, force and effect that they now have as agains the Facility, subject to the rights, claims, defenses and objections, if any, of the Debtors and all interested parties with respect to such Liens; and it is further

ORDERED THAT CFCD is hereby authorized, empowered and directed to (1) perform under, consummate and implement the Agreement, (2) execute all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement and the transactions contemplated thereby, (3) take all further actions as may be necessary or appropriate for the purposes of assigning, transferring, granting, conveying, encumbering or transferring CFCD's property as contemplated by the Agreement, and (4) take such other and further steps as are contemplated by the Agreement or reasonably required to fulfill CFCD's obligations under the Agreement, all without further order of the Court; and it is

further

ORDERED THAT the sale of the Facility shall be free and clear of the ownership interests of the Record Owner and its predecessors and successors in interest; any unrecorded equitable or legal interests in the Facility asserted by any person or entity, or their respective predecessors and successors in interest, unless such interests would be superior to the rights of a trustee under 11 U.S.C. § 544(a)(3); the claims or interests asserted by any person or entity, or their respective predecessors and successors in interest, against the Estate which do not constitute liens against or interests in the Facility; and the claims or interests asserted by any person or entity, or their respective predecessors and successors in interest, evidenced by the prepetition and postpetition liens of GE Capital in connection with the DIP Financing and the Property Tax Liens; and it is further

ORDERED THAT CFCD is hereby authorized to pay directly from the escrow all bona fide amounts due (the "Release Payments") that are secured by the Property Tax Liens; and it is further

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

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

ORDERED THAT any proceeds from the sale of the Facility less the Closing Costs, the Release Payments and the Commission shall be applied in accordance with the documents governing the DIP Financing subject to any and all defenses, claims and/or other rights of any party relating thereto; and it is further

ORDERED THAT this Court shall and hereby does retain jurisdiction to (1) enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder and any other supplemental documents or agreements executed

in connection therewith; (2) compel delivery and payment of the consideration provided for under the Agreement; (3) resolve any disputes, controversies or claims arising out of or relating to the Agreement; and (4) interpret, implement and enforce the provisions of this Order; and it is further

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

ORDERED THAT the sale of the Facility pursuant to the Agreement is not subject to any taxation under any federal, state, local, municipal or other law imposing or purporting to impose a stamp, transfer, recording, sale or any other similar tax on the Debtors' transfer or sale of the Facility in accordance with section 1146(c) and 105(a) of the Bankruptcy Code; and it is further

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 title 11 of the United States Code.

DATED: JAN 2 8 2003

HON. MITCHEL R. GOLDBERG
UNITED STATES BANKRUPTCY JUDGE

CONSOLIDATED FREIGHTWAYS

ARTHUR A. HACKWORTH
Director of Legal Affairs
and Corporate Counsel

SIDE LETTER

December 9, 2002

FedEx Freight East, Inc.
2200 Forward Drive
Harrison, AR 72601

Re: Commercial Real Estate Purchase and Sale Agreement (the Contract Between Consolidated Freightways Corporation of Delaware ("Seller") and FedEx Freight East, Inc. ("Buyer") For the Sale and Purchase of Real Property Located at 12805 Old Hickory Boulevard, Antioch, TN (the Property")

Gentlemen:

The Buyer may wish to close the purchase of the Property as an exchange of like-kind property pursuant to and in accordance with the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. This letter serves as Seller's agreement to use reasonable efforts to cooperate with Buyer's exchange intentions provided that (i) such cooperation shall not alter the Purchase Price as set forth in paragraph 2 of the Contract and shall be without any expense to Seller, (ii) that the Buyer's exchange arrangement shall not delay the closing of the sale of the Property and, (iii) that exchange shall not require any further Bankruptcy Court order in addition to the Approval Order (as defined in paragraph A.3 of Exhibit B, General Terms, of the Contract.

Nothing contained in this letter shall be deemed as a modification, release or waiver of any of the terms and conditions of the Contract, including without limitation, any of the provisions of **A. Bankruptcy Court Approval**, sections **A.1** through **A.4** of **EXHIBIT B (GENERAL TERMS)** to the Contract.

Sincerely,
Consolidated Freightways Corporation of Delaware

By _____
Title: Vice President

Buyer hereby acknowledges receipt of this letter and its agreement to be bound by the terms of same.

FedEx Freight East, Inc.

By _____
Title: Vice President

16400 SE CF WAY, VANCOUVER, WA 98683 (360) 448-4280 (360) 448-4307 FAX

EXHIBIT A

COMMERCIAL REAL ESTATE
PURCHASE AND SALE AGREEMENT

By and Between

CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE,

as Debtor and Debtor-in-Possession

as SELLER

and

FEDEX FREIGHT EAST, INC.,

as BUYER

EXHIBIT A

COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

This **COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT** (referred to as the "**Contract**") is made and entered into as of **December 12, 2002**, (the **Effective Date**") and constitutes an agreement by and between **FEDEX FREIGHT EAST, INC.**, ("**Buyer**"), as purchaser, whose principal address is 2200 Forward Drive, Harrison, AR 72601 and **CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE**, a Delaware corporation, as debtor and debtor-in-possession ("**Seller**"), as seller, whose principal address is 16400 SE CF Way, Vancouver, WA 98683 with respect to certain improved real property located at:

12805 Old Hickory Boulevard, Antioch, Tennessee

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 ("**Purchase Price**") is TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS ($12,500,000.00). The Purchase Price shall be payable by Buyer to Seller as follows:

(a) Upon mutual execution of this Contract, Buyer shall deposit One Million Dollars ($1,000,000.00) (the "**Deposit**") in escrow with the title insurance company designated in **Section 4.1** ("**Title Company**"). The Deposit will be held in accordance with the provisions of a joint escrow trust agreement or joint escrow instructions, in the form customarily used by the Title Company, modified to conform with the provisions of this Contract (or, in the absence of such separate escrow trust agreement or instructions, 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 and any credits due under Section 6.4 hereof.

3. **Contingencies**.

3.1 **Review Period**. Buyer will have twenty-five (25) days following the Effective Date (the "**Review Period**") to satisfy itself concerning the matters referenced in **Sections 3.2, 4.1, 4.2** and 4.3 of this Contract.

3.2 **Buyer's Right to Inspect Property**. During the Review Period, Buyer shall have the right (at Buyer's expense) to perform inspections, investigations, and feasibility studies on the Property, including, without limitation, "level one" and "level two" (subject to the mutual execution of a Phase II Addendum to this Contract) environmental studies and tests for asbestos-containing materials

EXHIBIT A

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(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 reasonable 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 **Right of Entry Agreement** attached hereto as **EXHIBIT C**. Buyer shall have the right to discover any executory contracts with respect to the Property in order to either request assignment of the same from Seller or to request that the same be rejected as part of the bankruptcy proceeding.

3.3 **Rescission within Review Period**. In the event Buyer, in Buyer's reasonable discretion, determines that the contingencies referenced in **Section 3.1** have not been satisfied, Buyer may, at any time prior to expiration of the Review Period, rescind this Contract by giving written notice to Seller. In the event of such rescission and within **five 5** business days of such written notice to Seller, Buyer shall deliver to Seller (at no charge to Seller) those feasibility and property studies, audits, Environmental Studies, and other data and work product compiled by or at the request of Buyer about the Property requested by Seller and not otherwise deliverable under the terms of this Contract, whereupon the Deposit shall be returned to Buyer. This Contract thereafter shall be null and void and neither party shall have any obligation to the other, except that the obligations of Buyer to indemnify, hold harmless and defend Seller as described or referenced in Section C.1 of Exhibit "B" and Section 2 of Exhibit "C" to this Contract shall survive and continue in full force and effect. If Buyer does not notify Seller that it is rescinding this Contract within the time period specified above, the matters referenced in **Section 3.1** shall be conclusively deemed approved by Buyer and, thereafter, Buyer shall be obligated to consummate the purchase of the Property from Seller, as set forth in this Contract.

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

4.1 **Title Report**. Within five **(5)** business days after mutual execution of this Contract, a preliminary title report/commitment (the "**Commitment**") will be provided to Buyer, at Buyer's expense, from an affiliated title insurance company of **LANDAMERICA NATIONAL COMMERCIAL SERVICES** or such other title/escrow company as Seller may designate in the State in which the Property is situated or such other title insurance company as determined by Seller ("**Title Company**") showing its willingness to issue title insurance on the Property, together with full copies of all exceptions shown in such report. Buyer shall have until the expiration of the **Review Period** within which to notify Seller in writing of Buyer's disapproval of any exceptions shown in the Commitment other than: (a) a lien to secure payment of real estate taxes and assessments, not yet delinquent; (b) matters affecting the condition of title created by or with the consent of Buyer; (c) matters which would be disclosed by a physical inspection of the Property and review of a Survey (defined below) and which do not materially and adversely affect the use of the Property by Buyer as a motor freight terminal ; and (d) any other exceptions disclosed by the Commitment which do not materially and adversely affect the use of the Property by Buyer as a motor freight terminal or that are approved (or deemed approved) by Buyer in accordance with this Section (collectively, "**Permitted Exceptions**"). In the event of such disapproval, Seller shall have until the Closing Date described in **Section 6** to eliminate any disapproved exception. Failure of Buyer to disapprove any exception(s) on the Commitment within the stated time period shall be conclusively deemed an approval of the exceptions shown in the Commitment.

4.2 **Survey**. Seller will provide a copy to Buyer of a recent boundary or physical survey ("**Survey**") of the Property if Seller has one in its possession (but Seller will not be required to provide a new Survey, and is not warranting the accuracy of any such Survey or Buyer's right to rely thereon). If Buyer desires to have a Survey performed, Buyer will promptly cause it to be performed after

EXHIBIT A

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the Effective Date, and a copy of the Survey will be delivered to both parties at the same time. Buyer shall have until the expiration of the Review Period within which to notify Seller in writing of Buyer's disapproval of any exceptions shown in the Survey (and, if Buyer does not do so, Buyer will be conclusively deemed to have approved all matters shown on the Survey).

4.3 **Objections to Title or Survey**. If objections to matters in the Commitment (other than Permitted Exceptions and any mortgages or other financial encumbrances to be removed by Seller at Closing) are made by Buyer within the time and manner prescribed above, then Seller shall have the right, but not the obligation, to attempt to eliminate or ameliorate such objections as Buyer shall have so disapproved, prior to the expiration of the Review Period. If Seller is unable or unwilling to eliminate such disapproved exceptions within said period, Buyer shall have the right, by a writing delivered to Seller on or before the expiration of the Review Period to: (a) waive its prior disapproval, in which event said disapproved exceptions and survey matters shall be conclusively deemed approved; or (b) terminate this Contract and the rights and obligations of the parties hereunder, except Buyer's indemnity obligations set forth in Section C.1 of Exhibit "B" and Section 2 of Exhibit "C", and thereafter, the Deposit shall be returned to Buyer.

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 agrees to conduct or cause to be conducted within the Review Period such investigations and perform 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. In the event Buyer lacks the expertise to conduct the investigations, studies and tests of property such as the Property, Buyer shall retain the services of persons qualified to provide such expertise. Buyer hereby waives any and all rights Buyer may have, including any rights Buyer may have to rescind this Contract, based on Buyer's failure to discover any facts prior to the 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 the date selected by Seller and reasonably acceptable to Buyer, but not in any event later than February 28, 2003.

If, for any reason, this transaction fails to close by the Closing Date and the parties have not agreed in writing to an extension, either party to this Contract shall have the right to rescind and terminate this Contract, provided such party is not in default hereunder. If the failure to close is a result of such a default, the parties shall be entitled to pursue their remedies set forth in the **General Terms**.

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 Quit Claim deed sufficient to convey fee title, in form to be prepared by Seller and approved within the Review Period, conveying the Land and Improvements to Buyer (the **"Deed"**); (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"**); (c) any transfer tax or sales tax affidavit or statement of value or other form required to be signed in order to record the Deed; (d) an entered copy of the Order; and (e) a closing statement in form prepared by the Escrow Agent.

EXHIBIT A

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 to in the amount required in **Section 2** above; (b) any transfer tax or sales tax affidavit or statement of value or other form required to be signed in order to record the Deed; and (c) a closing statement in form prepared by the Escrow Agent.

6.4 **Taxes and Costs of Closing**. Real estate taxes and assessments (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. Buyer shall bear and pay (a) unless otherwise waived by the Bankruptcy Court under Section 1146(c) of the Bankruptcy Code, the cost of any and all documentary stamps, excise taxes, stamp taxes or transfer taxes which must be paid or affixed to the Deed as a result of this transaction, (b) the cost of recording the Deed, (c) the cost of the Survey (if any), and (d) 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 insurance policy to be issued as described below, this transaction shall be closed on the Closing Date as follows:

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

(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 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 will be issued to Buyer in the amount of the Purchase Price, subject only to the standard printed exceptions of the Title Company and the Permitted Exceptions (including matters approved or deemed approved by Buyer pursuant to this Contract).

7. **Brokers 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 other than the Broker 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 Transportation Property Company a commission in accordance with their agreement.

8. **Integration**. This Contract, the **General Terms** attached hereto as **EXHIBIT B** and the **Right of Entry Agreement** attached hereto as **EXHIBIT C** are incorporated herein by reference and

EXHIBIT A

supersede and replace all written and oral agreement previously made or existing between the parties and states the entire agreement of the parties, and Seller shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not included in or attached to this Contract, the **General Terms** and the **Right of Entry Agreement.**

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

BUYER:

FEDEX FREIGHT EAST, INC.

By _____
Name/Title: Dennis R. Beal - Vice President

ATTEST:

By _____
Name/Title: Randall R. Smith
Vice President-Properties
FedEx Freight East, Inc.

SELLER:

CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE,
a Delaware corporation,

By _____
Name/Title: Kerry S. Morgan, Vice President

ATTEST:

By _____
Name/Title: Arthur Hackworth
Assistant Secretary

EXHIBIT A

EXHIBIT A

Legal Description of Property

TRACT 1

BEING A TRACT OF LAND LYING IN THE 2ND CIVIL DISTRICT OF DAVIDSON COUNTY, BEING BOUNDED ON THE SOUTH BY THE CENTERLINE OF CSX TRANSPORTATION RAILROAD, ON THE WEST AND NORTH BY REMAINING LANDS OF CONSOLIDATED FREIGHTWAYS, ON THE EAST BY LANDS OF WILLIAM GARY MIDDLETON, DB. 5965, PG. 84, ON THE EAST BY LANDS OF P.C. WALDRON, DB. 2027, PG. 184, AND ON THE EAST BY LANDS OF BILLY BOWERS, DB. 6015, PG. 866, OF THE REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING ON THE NORTHERLY LINE OF THE 100' CHARTER RIGHT-OF-WAY OF CSX RAILROAD, SAID POINT LYING 3030.01 FEET SOUTHEASTERLY ALONG SAID CHARTER RIGHT-OF-WAY FROM THE EASTERLY RIGHT-OF-WAY OF HOBSON PIKE, THENCE, LEAVING SAID CHARTER RIGHT-OF-WAY LINE, AND CROSSING LANDS OF CONSOLIDATED FREIGHTWAYS, WITH THE FOLLOWING CALLS AND DISTANCES, N 03° 21' 22" E 217.62 FEET TO A POINT, THENCE, N 00° 10' 36" W 1051.54 FEET TO A POINT, THENCE, N 06° 03' 18" W 116.66 FEET TO A POINT, THENCE, N 00° 06' 06" W 162.78 FEET TO A POINT, THENCE, N 05° 09' 20" E 990.19 FEET TO A POINT, THENCE, S 88° 18' 46" E 452.99 FEET TO A POINT, THENCE, S 58° 06' 07" E 191.54 FEET TO A POINT, THENCE, S 87° 16' 43" E 378.32 FEET TO A POINT, THENCE, N 02° 48' 41" E 115.87 FEET TO A PONT, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 39° 31' 17", AND AN ARC LENGTH OF 427.66 FEET, THENCE, WITH THE CHORD BEARING AND CHORD OF N 22° 34' 20" E 419.23 FEET TO THE POINT OF TANGENCY, THENCE, N 42° 19' 58" E 231.62 FEET TO A POINT LYING 400 FEET SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70 S (MURFREESBORO ROAD), THENCE, RUNNING WITH A LINE LYING PARALLEL WITH U.S. HIGHWAY 70 S, S 47° 40' 02" E 994.57 FEET TO A POINT LYING ON THE WESTERLY LINE OF P.C. WALDRON, THENCE, WITH WALDRON'S WESTERLY LINE, S 38° 10' 50" W 43.19 FEET TO AN IRON PIN AT WALDRON SOUTHWESTERLY CORNER, THENCE, WITH WALDRON'S SOUTHERLY LINE, S 54° 03' 35" E 226.87 FEET TO AN IRON PIN AT WALDRON'S SOUTHEAST CORNER, LYING IN THE WESTERLY LINE OF W. G. MIDDLETON, THENCE, LEAVING WALDRON, AND WITH MIDDLETON'S WESTERLY LINE S 24° 53' 40" W 595.46 FEET TO AN IRON PIN AT MIDDLETON'S SOUTHWEST CORNER, IN BILLY BOWERS NORTHERLY LINE, THENCE, LEAVING MIDDLETON, AND WITH BOWER'S NORTH LINE, N 87° 46' 01" W 254.03 FEET TO AN IRON PIN, BOWERS' NORTHWESTERLY CORNER, THENCE, WITH BOWERS' WESTERLY LINE, THE FOLLOWING CALLS AND DISTANCES, S 04° 35' 08" W 203.96 FEET TO AN IRON PIN, THENCE, STILL WITH SAME, S 03° 03' 44" W 626.72 FEET TO AN IRON PIN, THENCE, S 02° 16' 43" W 647.00 FEET TO AN IRON PIN, THENCE, S 04° 46' 17" W 147.75 FEET TO AN IRON PIN, THENCE, S 01° 56' 16" W 517.81 FEET PASSING AN IRON PIN LYING ON THE AFORESAID NORTHERLY LINE OF THE CSX RAILROAD CHARTER RIGHT-OF-WAY, AND 619.99 FEET IN ALL TO THE CENTERLINE OF CSX RAILROAD TRACKS, THENCE, LEAVING BOWERS' WESTERLY LINE, AND WITH THE CSX RAILROAD CHARTER RIGHT-OF-WAY, N 76° 11' 58" W 1750.71 A POINT, LEAVING SAID CENTERLINE, N 03°21'22" E 101.69 FEET TO THE POINT OF BEGINNING, CONTAINING A GROSS AREA OF 126.07 ACRES MORE OR LESS.

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TRACT 2

BEING A TRACT OF LAND LYING IN THE 2nd CIVIL DISTRICT OF DAVIDSON COUNTY, BEING BOUNDED ON THE SOUTH BY THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70 S, ON THE EAST, SOUTH AND WEST BY REMAINING LANDS OF CONSOLIDATED FREIGHTWAYS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT AN IRON PIN FOUND LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY, SAID POINT BEING THE SOUTHEASTERLY CORNER OF JOYCE POLLOCK, AND A NORTHEASTERLY CORNER OF LANDS OF CONSOLIDATED FREIGHTWAYS PROPERTY, THENCE, WITH SAID RIGHT-OF-WAY LINE, S47° 40' 02" E 110.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 40'00 FEET WIDE STRIP, THENCE, STILL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70S, S 47° 40' 02" E 40.00 FEET TO A POINT, THENCE, LEAVING SAID RIGHT-OF-WAY LINE, AND CROSSING LANDS OF CONSOLIDATED FREIGHTWAYS, S 42° 19' 58" W 400.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF CONSOLIDATED FREIGHTWAYS 122.05 ACRE TRACT, THENCE, WITH SAID LINE, N 47° 40' 02" W 40.00 FSET TO A POINT, SAID POINT BEING A NORTHEASTERLY CORNER OF SAID 122.05 ACRE TRACT, THENCE, LEAVING SAID 122.05 ACRE TRACT, AND AGAIN CROSSING LANDS OF CONSOLIDATED FREIGHTWAYS, N 42° 19' 58" E 400.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.37 ACRES MORE OR LESS.

EXHIBIT A

TRACT 3

Being a tract of land lying in Antioch, Davidson County, Tennessee, and being more particularly described as follows:

Commencing at an iron rod set at the intersection of the easterly right-of-way line of Old Hickory Boulevard, width varies, and the southerly property line of the property of CF Properties, Inc., also being the centerline of the right-of-way of CSX Transportation Railroad, 200 feet in width, as of record in Deed Book 10319, Page 614, at the Register's Office for Davidson County, Tennessee.

Thence leaving the easterly right-of-way line of Old Hickory Boulevard with the southerly property line of CF Properties, Inc., South 52 deg 30 min 14 sec East, 4.22 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 798.01, with a radius of 2864.82 feet, the central angle of which is 15 deg 57 min 36 sec, the chord of which is South 60 deg 29 min 02 sec East, 795.44 feet to an iron rod set;

Thence South 69 deg 46 min 29 sec East, 280.75 feet to an iron rod set;

Thence South 70 deg 48 min 23 sec East, 2001.26 feet to an iron rod set at a corner common with the property of Consolidated Freightways Corporation of Delaware, as of record in Deed Book 7933, Page 333, at the Register's Office for Davidson County, Tennessee.

Thence with the westerly property line of Consolidated Freightways Corporation of Delaware, North 08 deg 50 min 29 sec East, 152.31 feet to an iron rod set at a corner common with said CF Properties, Inc., the true point of beginning;

Thence with the easterly property line of CF Properties, Inc., North 18 deg 30 min 34 sec West, 919.92 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 36.93 feet, the radius of which is 30.00 feet, the central angle of which is 70 deg 31 min 44 sec, the chord of which is North 53 deg 46 min 26 sec West, 34.64 feet to an iron rod set in the right-of-way terminus of proposed Logistics Way;

Thence with the right-of-way terminus of proposed Logistics Way, along a curve to the left, with an arc length of 114.64 feet, the radius of which is 60.00 feet, the central angle of which is 109 deg 28 min 16 sec, the chord of which is North 36 deg 13 min 34 sec East, 97.98 feet to an iron rod set at a corner common with the property of CF Properties, Inc., as of record in Deed Book 10319, Page 614, at the Register's Office for Davidson County, Tennessee;

Thence leaving the right-of-way terminus of proposed Logistics Way with the southerly property line of CF Properties, Inc., South 18 deg 30 min 34 sec East, 887.78 feet to an iron rod set in the westerly property line of said Consolidated Freightways Corporation of Delaware;

Thence with the westerly property line of Consolidated Freightways of Delaware, South 08 deg 50 min 29 sec West, 130.59 feet to the point of beginning, containing 54,086 square feet (1.242 acres more or less).

EXHIBIT A

EASEMENT TRACT B

ACCESS EASEMENT

BEING AN ACCESS EASEMENT LYING IN ANTIOCH, DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON ROD AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, 94 FEET IN WIDTH, AND THE NORTHERLY PROPERTY LINE OF THE PROPERTY OF CF PROPERTIES, INC. (MAP 175, PARCEL 196), AS OF RECORD IN DEED BOOK 10319, PAGE 614, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE WITH THE NORTHERLY PROPERTY LINE OF CF PROPERTIES, INC. (MAP 175, PARCEL 196), SOUTH 47 DEG 44 MIN 29 SEC WEST, 400.93 FEET TO AN IRON ROD SET;

THENCE WITH THE WESTERLY PROPERTY LINE OF CF PROPERTIES, INC. (MAP 175, PARCEL 196), SOUTH 42 DEG 21 MIN 09 SEC EAST, 30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING WITH THE WESTERLY PROPERTY LINE OF CF PROPERTIES, INC. (MAP 175, PARCEL 196), SOUTH 42 DEG 21 MIN 09 SEC EAST, 80.05 FEET TO AN IRON ROD SET AT A CORNER COMMON WITH THE PROPERTY OF CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE (MAP 175, PARCEL 34), AS OF RECORD IN DEED BOOK 7933, PAGE 333, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE WITH THE NORTHERLY PROPERTY LINE OF CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE (MAP 175, PARCEL 34), SOUTH 47 DEG 44 MIN 04 SEC WEST, 250.86 FEET TO AN IRON ROD SET;

THENCE WITH AN EASEMENT LINE THROUGH THE PROPERTY OF CF PROPERTIES, INC. (MAP 175, PARCEL 194), AS OF RECORD IN DEED BOOK 10319, PAGE 614, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, NORTH 30 DEG 01 MIN 43 SEC EAST, 263.20 FEET TO THE POINT OF BEGINNING. CONTAINING 10,040 SQUARE FEET (0.230 ACRES MORE OR LESS).

BEING PART OF THE SAME PROPERTY CONVEYED TO CF PROPERTIES, INC. (MAP 175, PARCEL 194), AS OF RECORD IN DEED BOOK 10319, PAGE 614, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT A

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 and subject to an auction in accordance with bidding procedures that have been or will be authorized by the Bankruptcy Court.

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 (which, at the sole discretion of Seller, may be the same motion as that described in Section A.2 above) 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. 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 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.

EXHIBIT A

B. **Failure To Close**.

B.1 Seller's Remedies. In the event that 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: (a) Seller may terminate this Contract, in which case the amount previously deposited or paid as earnest money shall be forfeited by Buyer 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;** or (b) Seller may compel specific performance by Buyer.

B.2 Buyer's Remedies. In the event 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 to terminate this Contract and recover the Deposit.

C. **Property Related Matters**.

C.1 Buyer's Right to Enter and Inspect. Subject to its compliance with the terms of the Right of Entry Agreement, Buyer may perform reasonable, non-invasive 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, prior to doing any invasive testing. Buyer shall defend, indemnify and hold Seller harmless 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, its agents, employees and independent contractors.

C.2 Environmental Indemnity. Subject to the consummation of the Closing, Buyer hereby waives, releases and discharges and agrees to defend, indemnify, and hold Seller, and its employees, agents and representatives harmless from any liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorneys', consultants' and experts' fees and expenses (collectively, "Liabilities"), relating to 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 arising from any use of the Property by Buyer, after the Closing Date, including (without limitation) any Liabilities arising out of or resulting from any test, survey, study, investigation, or inspection or entry by Buyer, its agents, contractors, employees or invitees. "*Hazardous Substances*" shall include, without limitation: (a) 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. Sections 9601 *et seq.*; Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 *et seq.*; the Materials Transportation Act (49 U.S.C. Sections 1801 *et seq.*); or any other federal, state, or local laws, or in the regulations now or hereafter promulgated pursuant to such laws.

C.3 Negation of Agency, 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 herein or in its attached exhibits).

C.4 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.

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D. **Possession**. Seller shall deliver possession of the Property to Buyer on the Closing Date subject to Seller's right of entry for sixty (60) business days after the Closing Date to complete the removal of the telephone system and any computers, trucks, forklifts, scales and other personal property and equipment which is part of Seller's former business operations conducted on the Property and not necessary for the operation of the Improvements (collectively the "**Excluded Items**"); Excluded Items are not part of the Property. Upon either party's request, the parties will conduct a joint "walk through" of the Property prior to the Closing Date and when Seller delivers possession of the Property, in order to confirm the condition of the Property and the removal of any such Excluded Items by Seller. 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**. In the event all or a material part of the Property to be conveyed to Buyer is damaged or destroyed or is taken by eminent domain prior to the Closing Date, either party may elect to rescind this Contract prior to 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 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.

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 business days after delivery to the courier, charges prepaid. Any such notice transmitted by facsimile shall be deemed given 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: Rene G. Gonzalez, 900 SW Fifth Avenue, Suite 2600, Portland, OR 97204, and copies of all notices to Buyer shall be sent to: Randall Smith, Vice President, FedEx Freight East, Inc., 2200 Forward Drive, Delivery Code 2255, Harrison, AR 72601. 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's shall have the remedies set forth in this **General Terms** above, including terminating this Contract and retaining the Deposit. Unless otherwise explicitly stated in this Contract: (a) performance under this Contract which references a date

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shall absolutely be required by 5:00 p.m. Pacific Time on the stated date, unless otherwise stated herein; and (b) the term **"days"** (as distinguished from **"business days"**) shall mean calendar days and shall be counted beginning on the day following the event which 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 shall fall 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 of 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**. In the event suit or action is instituted to interpret or enforce the terms of this Contract or to rescind this Contract, the prevailing party as to each cause of action 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 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 prior to the Closing Date without the prior written consent of Seller, which may be given (or withheld) in Seller's sole **(but commercially reasonable)** discretion.

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 United States Bankruptcy Court for the Central District of California, Riverside Division.

G.9 **Changes in Writing**. This Contract and any of its terms may only be changed, waived, discharged or terminated 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

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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. In the event 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 which this Contract does not require to be fully performed prior to 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: (a) the receipt of any necessary approvals from its Board of Directors, (b) the Order becoming a Final Order, and (c) such authorizations, approvals and actions other than the Order as may be required in the Bankruptcy Case. Seller will promptly notify Buyer when condition (c) is satisfied. If such conditions are not satisfied by the Closing Date, this Contract will automatically terminate, Buyer will receive a refund of its Deposit, and this Contract will be null and void and neither party will have any further obligation to the other under this Contract.

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RIGHT OF ENTRY AGREEMENT

In connection with a pending COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Sale Agreement**"), between **CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE**, a Delaware corporation, as debtor and debtor in possession under the Case described in **Section 11.16** of the Sale Agreement, as seller ("**Seller**"), and **FEDEX FREIGHT EAST, INC.**, a Delaware corporation, as purchaser ("**Buyer**"), Buyer desires to enter the Property described therein ("**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 Right of Entry Agreement ("**Agreement**"). Prior to 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 Seller, and its employees, agents and representatives harmless 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 test, survey, study, investigation, or inspection or entry by Buyer, its agents, contractors, employees or invitees.

3. **Non-Assignability**. This Agreement is not assignable by Buyer separate from the party obligated as the Buyer under the Sale Agreement (but covers Buyer's employees, agents, independent contractors and invitees entering the Property pursuant hereto, and Buyer's successors and assigns under the Sale Agreement).

4. **Insurance**. Buyer will maintain commercial general liability insurance in the amount of at least $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. Prior to entry on the Property, Buyer shall provide Seller with certificates evidencing such coverage, and require ten (10) days' notice to Seller prior to 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.

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In re CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, a Delaware corporation, et al., Debtor. Fed. Tax I.D. No. 94-1444797	Case No. RS 02-24284- MG Chapter 11 (Jointly administered with the following cases: 02-24287; 02-24289; 02-24293; 02-24294; and 02-24295)

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 (NASHVILLE FACILITY) FREE AND CLEAR OF LIENS"** was entered on JAN 29 2003.

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 JAN 29 2003

Dated: JAN 29 2003

JON D. CERETTO
Clerk of the Bankruptcy Court

By: _____
Deputy Clerk

Service List

Kim M. Mingo
Consolidated Freightways Corporation
16400 S.E. CF Way
Vancouver, WA 98683
Fax: 360.448.4329
Mingo.Kim@cfwy.com

Michael S. Lurey
Latham & Watkins
633 West Fifth Avenue
Los Angeles, CA 90071
Fax: 213.891.8763
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