

# OSTER

## Researching Services

12897 Colonial Dr. • Mt. Airy, Md. 21771  
301-253-6040

RECORDATION NO. 20167 FILED 1425  
JUL 2 1996 - 2 00 PM  
INTERSTATE COMMERCE COMMISSION

July 2, 1996

Mr. Vernon Williams  
Secretary  
Surface Transportation Board  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recording with the Surface Transportation Board is a Bill of Sale dated July 2, 1996, between the following parties:

Seller: Trinity Industries, Inc.  
2525 Stemmons Freeway  
Dallas, Texas 75207

Buyer: U.S. Bancorp Leasing & Financial  
825 N.E. Multnomah  
Portland, OR 97232

The equipment involved in this transaction includes:

Equipment: 100, 5161 cf Covered Triple Hoppers  
DME 51045-51047; 51103-51199

Please record this agreement as a primary document. The filing fee of \$21 is enclosed. Thank you for your assistance.

Sincerely,

*Mary Ann Oster*

Mary Ann Oster  
Research Consultant

Enclosures

*Counterparts - Mary Ann Oster*

SURFACE TRANSPORTATION BOARD

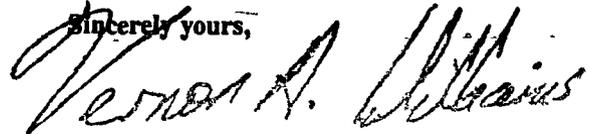
7/2/96

Mary Ann Oster  
Research Consultant  
Oster Researching Services  
12897 Colonial Drive  
Mt. Airy, MD., 21771

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/2/96 at 2:20PM , and assigned recordation number(s). 20167, 20168, 20168-A

Sincerely yours,

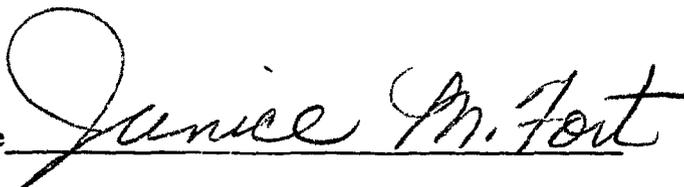


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 63.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



JUL 5 1996

BILL OF SALE

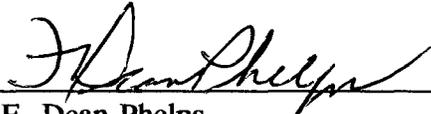
Trinity Industries, Inc. ("Trinity"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by U.S. Bancorp Leasing & Financial, an Oregon corporation ("Grantee"), assignee under that certain Assignment of Purchase Order by and between Grantee and DAKOTA, MINNESOTA & EASTERN RAILROAD CORPORATION, a Delaware corporation, as Assignor, such Assignment of Purchase Order assigning that certain Purchase Agreement by and between Trinity and Assignor dated November 13, 1995 (the "Purchase Agreement"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey, and set over unto Fleet, its successors and assigns at the time of delivery thereof and by this Bill of Sale does hereby confirm the granting, bargaining, selling, transferring and setting over to Grantee at such time the railroad equipment described in Exhibit A hereto (the "Equipment"), such Equipment being delivered **WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WITHOUT ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT.**

To have and to hold all and singular the Equipment to Grantee, its successors and assigns, for its and their own use and behalf forever.

Trinity hereby warrants to Grantee, and its successors and assigns, that at the time of delivery of the Equipment under the Purchase Agreement, Trinity has legal title thereto and good and lawful right to sell such Equipment, and that title to such Equipment was free from all claims, liens, security interests, and other encumbrances of any nature, and Trinity covenants that it will defend title to the Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such Equipment by Trinity to Grantee under the Purchase Agreement.

IN WITNESS WHEREOF, Trinity has caused this instrument to be executed in its name by a duly authorized officer and its corporate seal to be hereunto affixed and duly attested, this the 2nd day of July, 1996.

Trinity Industries, Inc.

By:   
F. Dean Phelps  
Vice President

BILL OF SALE  
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[Seal]

Attest:

By: Neil O Shoop  
Neil O. Shoop,  
Assistant Secretary

STATE OF TEXAS                    )  
  )  
COUNTY OF DALLAS                )

On this 10<sup>th</sup> day of July, 1996, before me personally appeared F. Dean Phelps, to me personally known, who, being by me duly sworn, says that he is a Vice President of Trinity Industries, Inc., and that the foregoing Bill of Sale was signed on behalf of said corporation by authority of its Board of Directors. Further, he acknowledged that the execution of the foregoing Bill of Sale was a free act and deed of said corporation.

Patricia A. Theiss  
Notary Public in and for the State of Texas

(Notarial Seal)



My Commission expires:

1/28/00

## EXHIBIT A

One hundred (100) 5,161 cubic foot and 110-ton capacity covered triple hopper railroad cars.

DME	51045	DME	51125	DME	51150	DME	51175
DME	51046	DME	51126	DME	51151	DME	51176
DME	51047	DME	51127	DME	51152	DME	51177
DME	51103	DME	51128	DME	51153	DME	51178
DME	51104	DME	51129	DME	51154	DME	51179
DME	51105	DME	51130	DME	51155	DME	51180
DME	51106	DME	51131	DME	51156	DME	51181
DME	51107	DME	51132	DME	51157	DME	51182
DME	51108	DME	51133	DME	51158	DME	51183
DME	51109	DME	51134	DME	51159	DME	51184
DME	51110	DME	51135	DME	51160	DME	51185
DME	51111	DME	51136	DME	51161	DME	51186
DME	51112	DME	51137	DME	51162	DME	51187
DME	51113	DME	51138	DME	51163	DME	51188
DME	51114	DME	51139	DME	51164	DME	51189
DME	51115	DME	51140	DME	51165	DME	51190
DME	51116	DME	51141	DME	51166	DME	51191
DME	51117	DME	51142	DME	51167	DME	51192
DME	51118	DME	51143	DME	51168	DME	51193
DME	51119	DME	51144	DME	51169	DME	51194
DME	51120	DME	51145	DME	51170	DME	51195
DME	51121	DME	51146	DME	51171	DME	51196
DME	51122	DME	51147	DME	51172	DME	51197
DME	51123	DME	51148	DME	51173	DME	51198
DME	51124	DME	51149	DME	51174	DME	51199