

20211

RECORDATION NO. \_\_\_\_\_ FILED 1428

AUG 2 1996 -9 35 AM

INTERSTATE COMMERCE COMMISSION

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ELIAS C. ALVORD (1942)  
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OF COUNSEL  
URBAN A. LESTER

*W. Williams*  
July 26, 1996

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Bill of Sale, dated as of July 24, 1996, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Seller: Transportation Equipment, Inc.  
601 South E Street  
Weimar, Texas 78962

Buyer: NorRail, Inc.  
308 12th Avenue South  
Buffalo, Minnesota 55313

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

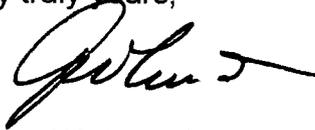
thirteen (13) railcars set forth on Schedule I attached hereto

Mr. Vernon A Williams  
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Also enclosed is a check in the amount of \$21 00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

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

Robert W. Alvord

RWA/bg  
Enclosures

20211

RECORDATION NO. \_\_\_\_\_ FILED 1425

**BILL OF SALE**

**AUG 2 1996 -9 35 AM**

KNOW ALL PEOPLE BY THESE PRESENTS: <sup>INTERSTATE COMMERCE COMMISSION</sup> that **TRANSPORTATION EQUIPMENT, INC.**, a Texas corporation (the "Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration more fully described in that certain Purchase and Sale Agreement, dated July 24, 1996 (the "Purchase Agreement"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and assign to **NORRAIL, INC.** ("Purchaser") the following described goods, chattels, and intangible personal property (together the "Assets"):

All of Seller's right, title, and interest in certain items of railroad equipment described in Schedule 1 hereto (the "Equipment") which has been leased to the Lessees, identified in Exhibit B to the Purchase Agreement, together with all of Seller's right, title, and interest in the Leases described in Exhibit B.

TO HAVE AND TO HOLD the Assets unto Purchaser, its successors and assigns, forever.

Seller, on its own behalf, and on behalf of its successors and assigns, does hereby covenant, warrant, represent to, and agree with Purchaser (i) that it is the lawful owner of the Assets; (ii) that the Assets are free and clear of all claims, liens, charges, encumbrances, and security interests; (iii) that it has the full right and authority to sell and transfer the Assets to Purchaser; (iv) that the within sale and transfer of the Assets to Purchaser, separately and on a combined basis, does not violate any contract, agreement, or other instrument to which Seller is party or by which Seller or the Assets are bound, nor any provision of applicable law, and that all preconditions thereto have been fully complied with and performed by or on behalf of Seller. Seller hereby further covenants and binds itself, its successors, and assigns, against every person or entity claiming or laying claim to the Assets or any right thereof and to defend, hold harmless, and indemnify Purchaser, its successors and assigns, from and against any and all losses, damages, and expenses (including reasonable attorneys' fees for defense thereof, or for enforcement of this covenant) resulting or arising from the assertion of any such claim or cause of action against Purchaser, its successors and assigns, or against the Assets or any item or part thereof.

Seller agrees that at any time and from time to time, upon the written request of Purchaser, Seller will promptly and duly execute and deliver or cause to be executed and delivered on its behalf any and all such further instruments and documents and take such further action as Purchaser may reasonably request in order to obtain the full benefits of this Bill of Sale and of the rights and powers herein granted.

IN WITNESS WHEREOF, Seller has executed these presents as of the 24th day of July, 1996.

**TRANSPORTATION EQUIPMENT, INC.**

By: Robert R. Smith

Its: President

**BILL OF SALE  
SCHEDULE 1**

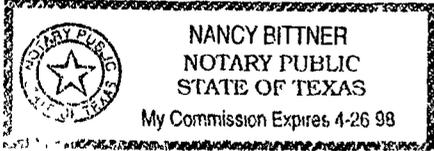
1. DYLX1142
2. DYLX1101
3. DYLX1103
4. DYLX1107
5. DYLX1110
6. DYLX1114
7. DYLX1126
8. DYLX1127
9. DYLX1130
10. DYLX1132
11. DYLX1135
12. TEIX5250
13. TEIX5251

STATE OF Texas  
COUNTY OF COLORADO

On this 24<sup>th</sup> day of July, 1996, before me personally came ROBERT R. HUETTE to me known, who, being by me duly sworn, did depose and say that he is the PRESIDENT of Transportation Equipment, Inc., a Texas corporation, and he acknowledged to me that he executed the foregoing document on behalf of said corporation by order of its Board of Directors and that such document was the free act and deed of said corporation.

Witness my hand and official seal.

Nancy Bittner  
Notary Public in and for said State



My commission expires:

4-26-98