

RECORDATION NO. 20761 FILED

JUL 14 '97

1-18 PM

# OSTER Researching Services

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

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

JUL 14 1 18 PM '97

July 14, 1997

Mr. Vernon Williams  
Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recording with the Surface Transportation Board is a Bill of Sale dated July 14, 1997, between the following parties:

Seller: Helm Financial Corporation  
One Embarcadero Center  
San Francisco, CA 94111

Buyer: U.S. Bancorp Leasing & Financial  
5356 Clayton Rd.  
Concord, CA 94521

The equipment included in this agreement includes the following:

Equipment: 6, SD40 Locomotives  
MKCX 9402, 9408, 9409,  
9416, 9417, 9419.

Please record this agreement as a primary document. The filing fee of \$24 is enclosed. Thank you for your assistance.

Sincerely,

*Mary Ann Oster*

Mary Ann Oster  
Research Consultant

Enclosures

*Counterparts - Mary Ann Oster*

JUL 14 '97

1-18 AM

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made as of July 14, 1997 by HELM FINANCIAL CORPORATION, a California corporation ("Seller"), in favor of U.S. BANCORP LEASING & FINANCIAL, an Oregon corporation ("Buyer").

R E C I T A L S

WHEREAS, Seller and Buyer entered into an Agreement of Purchase and Sale dated as of May 29, 1997 (the "Agreement") for the sale of the six (6) locomotives described in Schedule A attached hereto (the "Unit(s)").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

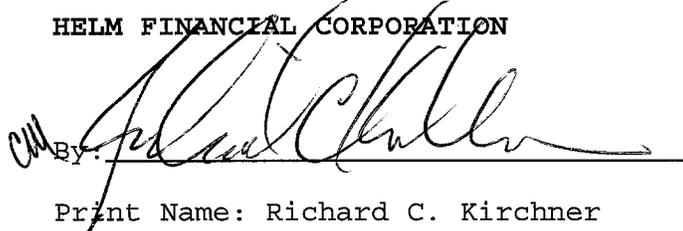
1. Sale of Units. Subject to the terms, conditions and covenants set forth in the Agreement, Seller does hereby sell, convey, assign and transfer to Buyer all of its right, title and interest in and to the Units.

2. DISCLAIMER OF WARRANTY. SELLER SELLS AND BUYER PURCHASES THE UNITS AS-IS AND WHERE-IS, AND OTHER THAN BY ASSIGNMENT OF THOSE WARRANTIES PROVIDED BY THIRD PARTIES TO SELLER FOR THE UNITS, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE UNITS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING SOLD THE UNITS PURSUANT TO THIS BILL OF SALE TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF WORKMANSHIP IN THE UNITS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND SELLER SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY MANUFACTURER'S DEFECT OR OTHER DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY UNITS; HOWEVER, SELLER DOES WARRANT THAT IT HAS GOOD TITLE TO THE UNITS AND THAT THEIR TRANSFER IS RIGHTFUL AND WITHOUT LIEN, SECURITY INTEREST OR ENCUMBRANCE. SELLER AGREES TO ASSIGN ANY AND ALL WARRANTIES PROVIDED TO IT FOR ANY UNIT BY MANUFACTURERS, REFURBISHERS OR OTHER THIRD PARTIES AS ALLOWED BY THE TERMS OF SAID WARRANTIES OR BY OPERATION OF LAW.

3. Title. Seller is the lawful owner of the Units, has good, valid and marketable title to the Units, and the same are subject to no lien, security interest or encumbrance arising by or through Seller excepting and subject to any liens for personal property taxes not yet due and payable.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its officer thereunto duly authorized on the day and year first above written.

HELM FINANCIAL CORPORATION

BY: 

Print Name: Richard C. Kirchner

Title: President

STATE OF CALIFORNIA )  
 ) S.S.  
COUNTY OF SAN FRANCISCO )

On July 11, 1997, before me, Patrick M. Hapin - <sup>Notary</sup> ~~Public~~ personally appeared Richard C. Kirchner, President of HELM FINANCIAL CORPORATION,

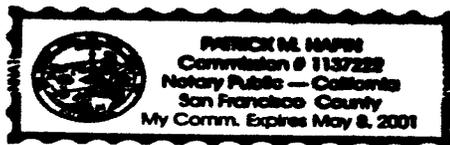
personally known to me -OR-

\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Patrick M Hapin  
SIGNATURE OF THE NOTARY

[Notarial Seal]



dm

SCHEDULE A  
TO THE BILL OF SALE

Description of the Units:

Six (6), SD40, diesel-electric locomotives equipped with dynamic brakes, built by EMD.

Unit Reporting  
Mark & Numbers:

MKCX 9402

MKCX 9408

MKCX 9409

MKCX 9416

MKCX 9417

MKCX 9419

*CM*