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BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made as of December 28, 1995 by HELM FINANCIAL CORPORATION, a California corporation ("Seller"), in favor of HELLER FINANCIAL LEASING, INC., a Delaware 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 October 5, 1995 and all Exhibits entered into pursuant thereto (the "Agreement") for the sale of the five (5) SD40-3 locomotives described in Schedule A attached hereto (the "Units").

NOW, THEREFORE, in consideration of the promises 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 and any and all warranties, guaranties and indemnifications received from Seller by any manufacturer, remanufacturer or refurbisher including VMV Enterprises, Inc. and Woodward Governor Company.

2. DISCLAIMER OF WARRANTY. EXCEPT AS SET FORTH IN THE AGREEMENT AND IN THIS BILL OF SALE, SELLER SELLS AND BUYER PURCHASES THE UNITS AS-IS AND WHERE-IS, AND 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 INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY LOSS OR EXPENSE (INCLUDING ATTORNEYS' FEES) ARISING FROM BREACH OF THE FOREGOING WARRANTY OF TITLE. SELLER'S FOREGOING WARRANTY OF TITLE SHALL SURVIVE THE DATE OF THIS BILL OF SALE WITH RESPECT TO ANY LIEN, SECURITY INTEREST OR ENCUMBRANCES ARISING PRIOR TO THE DATE HEREOF.

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: John F. Dains

Print Name: John F. Dains

Title: Sr. Vice President, C.F.O.

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

On December 28, 1995, before me, Emma S. Ortega personally appeared John F. Dains, Sr. Vice President, C.F.O. of **HELM FINANCIAL CORPORATION**,

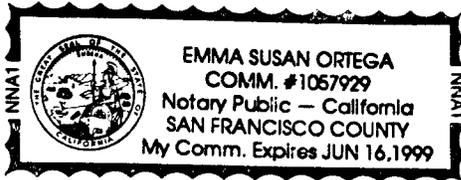
personally known to me -OR-

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.

Emma Susan Ortega  
SIGNATURE OF THE NOTARY

[Notarial Seal]



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SCHEDULE A  
TO BILL OF SALE DATED AS OF DECEMBER 28, 1995

Description of the Units:

Five (5) EMD Model SD40-3, six (6) axle, 3000 horsepower locomotives equipped with Woodward Governor Complete Locomotive Control Microprocessors; formerly EMD Model SD45-T2 rebuilt in 1984 and 1985 by Southern Pacific Railway Company.

Unit Numbers: SP 6770, 6772, 6784, 6786, 6791

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