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HELM FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

VIA AIR COURIER

RECORDATION NO 8131-G FILED 1425 1-197A044

JUL 16 1991 -2 15 PM

INTERSTATE COMMERCE COMMISSION July 12, 1991

RECORDATION UNIT
JUL 16 2 04 PM '91

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed is a Bill of Sale, Assignment and Assumption dated December 12, 1990.

Please file this supplement as ICC Recordation 8131-G. The filing fee of \$15.00 is enclosed. Thank you.

Sincerely,

Karen Rahnasto

Karen Rahnasto
Fleet Operations Administrator

KMR: rcr
enclosures

Interstate Commerce Commission

Washington, D.C. 20423

7/16/91

OFFICE OF THE SECRETARY

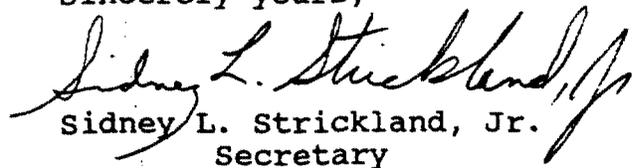
Karen Rahnasto
Fleet Operations Administrator
Helm Financial Corporation
One Embarcadero Center
San Francisco, CA. 94111

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/16/91 at 2:15PM, and assigned recordation number(s).

8131-G, 17437, 17438, 17439 and 17439-A.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

8131-G
REGISTRATION NO. FILED 1425

JUL 16 1991 -2 15 PM

BILL OF SALE, ASSIGNMENT AND ASSUMPTION
STATE OF CALIFORNIA COMMERCE COMMISSION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION dated as of December 12, 1990 between LINCOLN NATIONAL BANK AND TRUST COMPANY, as Trustee under a trust Agreement dated as of November 1, 1975, ("Seller"), and HELM FINANCIAL CORPORATION, a California corporation ("Purchaser").

W I T N E S S E T H:

WHEREAS, pursuant to an Agreement of Assignment of Beneficial Interest dated as of November 30, 1990 (the "Agreement") Seller and Westinghouse Credit Corporation have agreed to sell, and Purchaser has agreed to purchase, certain assets and beneficial interests;

WHEREAS, Seller and Purchaser desire to complete as of the date hereof the sale of the assets identified on Schedule A hereto (such assets being hereinafter referred to as the "Assets").

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I
Sale, Assignment and Assumption

Section 1.01. Sale and Assignment. Except as set forth in Section 1.02 with respect to insurance matters, Seller, as of the date hereof, hereby unconditionally and irrevocably assigns, transfers, sells and conveys to Purchaser, its successors and assigns, all of Seller's right, title and interest (i) in and to the Assets and (ii) in, to and under the documents and agreements relating thereto and identified on Schedule A hereto (the "Lease Transaction Document").

TO HAVE AND TO HOLD all of Seller's right, title and interest in and to the Assets unto Purchaser, its successors and assigns, to its and their own use forever.

AND IN FURTHER CONSIDERATION as aforesaid, Seller and Purchaser, respectively each for itself, its successors and assigns, has covenanted, bargained and agreed and by this Bill of Sale hereby covenants, bargains and agrees each to and with the other, its successors and assigns, as follows:

1. THAT THE ASSETS ARE SOLD "AS IS" AND WHEREVER NOW LOCATED WITHOUT ANY WARRANTY EXPRESS OR IMPLIED. SELLER HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY,

DESCRIPTION, DURABILITY, OR SUITABILITY OF SUCH ASSETS IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF PURCHASER, except that Seller represents and warrants that such Assets are free and clear of all claims, liens, security interests and other encumbrances, except the Lease Transaction Document.

Section 1.02. Insurance. Seller hereby irrevocably assigns, transfers, sells and conveys to Purchaser all proceeds of insurance against loss or damage to the Assets to which it is entitled under insurance policies, if any, maintained under the Lease Transaction Documents, except insurance proceeds payable in connection with any losses arising out of or based upon any act or event occurring and relating to any period ending prior to the Closing Date, as defined in the Agreement, and in connection with any Assets or unit thereof which is not transferred hereby.

Seller hereby agrees that in the event that the Purchaser shall suffer any such loss as to which Purchaser shall be entitled to insurance proceeds, Seller will cooperate with Purchaser in obtaining the insurance proceeds payable in respect of such loss, and that to the extent that such proceeds are paid by the insurance carrier to Seller, Seller will promptly pay the same to Purchaser.

The sale and assignments described in Section 1.01 and Section 1.02 are hereinafter referred to as the "Assignment".

Section 1.03. Assumption. Purchaser, as of the date hereof, hereby (i) accepts the Assignment, and (ii) agrees to be bound by and accepts and assumes all of Seller's obligations under the Lease Transaction Documents (the "Assumption"), in accordance with the provisions of the Purchase Agreement and except for such obligations or liabilities arising prior to the date hereof or due to a pre-existing condition or obligation of Seller.

Section 1.04. Confirmation. Purchaser hereby confirms and agrees that as of the date hereof it shall be deemed to be (i) a party to the Lease Transaction Documents to which Seller was a party and (ii) the party named as the Owner or Lessor in the Lease Transaction Documents.

ARTICLE II Miscellaneous

Section 2.01. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, each thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

LINCOLN NATIONAL BANK AND TRUST
COMPANY

By 
Title:
Address: 116 East Berry Street
Fort Wayne, IN 46802

Date: December 12, 1990

HELM FINANCIAL CORPORATION

By  ^{NW}
Title: Executive Vice President
Address: One Embarcadero Center
San Francisco, CA 94111

Date: _____

BILLOFSALE

SCHEDULE A

A. UNITS

Description and Car Numbers

GUEX 75226	GUEX 75264
GUEX 75227	GUEX 75265
GUEX 75228	GUEX 75266
GUEX 75229	GUEX 75267
GUEX 75230	GUEX 75271
GUEX 75231	GUEX 75272
GUEX 75232	GUEX 75273
GUEX 75233	GUEX 75275
GUEX 75234	GUEX 75276
GUEX 75235	GUEX 75278
GUEX 75236	GUEX 75279
GUEX 75237	GUEX 75280
GUEX 75238	GUEX 75281
GUEX 75239	GUEX 75282
GUEX 75242	GUEX 75283
GUEX 75243	GUEX 75284
GUEX 75244	GUEX 75285
GUEX 75245	GUEX 75286
GUEX 75246	GUEX 75287
GUEX 75247	GUEX 75288
GUEX 75248	GUEX 75289
GUEX 75249	GUEX 75291
GUEX 75250	GUEX 75292
GUEX 75251	GUEX 75293
GUEX 75255	GUEX 75294
GUEX 75256	GUEX 75295
GUEX 75258	
GUEX 75259	
GUEX 75260	
GUEX 75261	
GUEX 75262	
GUEX 75263	

B. LEASE TRANSACTION DOCUMENT

Lease of Railroad Equipment Agreement by and between Consolidation Coal Company and Lincoln National Bank and Trust Company, as Trustee, dated as of November 1, 1975.

BILLOFSALE