

OSTER

Researching Services

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

29285

RECORDED

SEP 30 1996 - 12 02 PM

INTERSTATE COMMERCE COMMISSION

SEP 30 12 05 PM '96

RECEIVED
SURFACE TRANSPORTATION
BOARD

September 30, 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 9/30/96 between the following parties:

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

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

The equipment involved in this transaction includes:

Equipment: 55, 52'6" Mill Gondolas
DME 80000-80054

Please record this agreement as a primary document. The filing fee of \$22 is enclosed.

Thank you for your assistance.

Sincerely,

Mary A Oster

Mary Ann Oster
Research Consultant

Enclosures

Counterparts - Ms A Oster

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

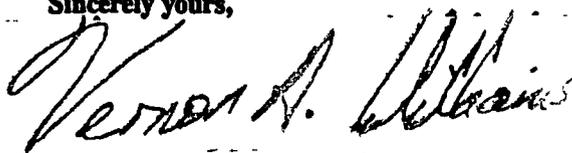
9/30/96

Mary Ann Oster
Research Consultant
Oster Researching Services
12897 Colonial Dr.
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 9/30/96 at 12:05PM, and assigned recordation number(s). 20235.

Sincerely yours,

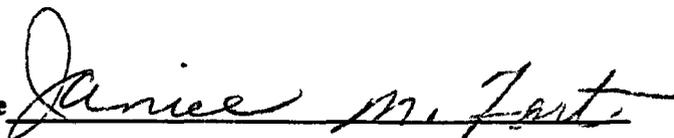


Vernon A. Williams
Secretary

Enclosure(s)

\$ 22.00 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



20285
RECORDED

SEP 30 1996 7:05 PM

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 May 13, 1996 (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 this the 30 day of September, 1996.

Trinity Industries, Inc.

By: 
F. Dean Phelps
Vice President

EXHIBIT A

Fifty-five (55) - 52'6" mill gondola railroad cars marked and numbered:

DME	80000	DME	80018	DME	80036
DME	80001	DME	80019	DME	80037
DME	80002	DME	80020	DME	80038
DME	80003	DME	80021	DME	80039
DME	80004	DME	80022	DME	80040
DME	80005	DME	80023	DME	80041
DME	80006	DME	80024	DME	80042
DME	80007	DME	80025	DME	80043
DME	80008	DME	80026	DME	80044
DME	80009	DME	80027	DME	80045
DME	80010	DME	80028	DME	80046
DME	80011	DME	80029	DME	80047
DME	80012	DME	80030	DME	80048
DME	80013	DME	80031	DME	80049
DME	80014	DME	80032	DME	80050
DME	80015	DME	80033	DME	80051
DME	80016	DME	80034	DME	80052
DME	80017	DME	80035	DME	80053
				DME	80054

CONSENT AND AGREEMENT

The undersigned, Trinity Industries, Inc. ("Trinity"), hereby acknowledges notice of and consents to the assignment of that certain letter of proposal and attachments thereto dated May 13, 1996 from Trinity to Dakota, Minnesota & Eastern Railroad Corporation ("DME"), as accepted by DME on May 13, 1995 (such proposal, attachments thereto and acceptance referred to as the "Purchase Agreement"), to the U.S. Bancorp Leasing & Financial, an Oregon corporation dated as of the 30th day of September, 1996 (the "Grantee") relating to any of the one hundred (100), 51'6" Mill Gondola Railcars (the "Railcars") sold by Trinity to DME, subject to the terms and conditions of the Purchase Agreement.

Trinity hereby confirms that all of its representations, warranties and agreements contained in the Purchase Agreement which have been assigned by DME to the Grantee shall, subject to the terms and conditions of the Purchase Agreement, inure to the benefit of the Grantee to the same extent as if the Grantee had been named as the "Buyer" in the Purchase Agreement.

By its execution hereof, DME agrees to indemnify and hold harmless Trinity against any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting from (i) any claim arising under the Purchase Agreement made by DME in its individual capacity at any time after the assignment of the Purchase Agreement to Grantee, (ii) any assertion by Grantee or DME that the Purchase Agreement is not binding upon Grantee or that the assignment has modified the contract rights of Trinity, and (iii) any assertion by Grantee or DME that Trinity's execution of this Consent and Agreement subjects Trinity to any liability to which it would not otherwise be subject under the Purchase Agreement.

In executing this Consent and Agreement, Trinity has not been furnished any of the agreements between DME and Grantee other than the Assignment of Purchase Order attached hereto as Exhibit "A." In executing this document, Trinity is relying upon the indemnification of DME contained herein. The effectiveness of Trinity's consent hereunder is conditioned upon the execution of this document by DME and its delivery to Trinity.

Neither DME's assignment to Grantee of all of the rights of DME under the Purchase Agreement nor Trinity's consent to such assignment shall relieve DME of its obligation to purchase and pay for the Railcars if Grantee fails to do so.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Agreement to be duly executed.

Trinity Industries, Inc.

By: 

F. Dean Phelps
Vice President

Dakota, Minnesota & Eastern
Railroad Corporation

By: _____

Name: _____

Title: _____

Dated as of _____.



TRINITY INDUSTRIES, INC.

FREIGHTCAR DIVISION
2525 STEMMONS FREEWAY • BOX 568887 • DALLAS, TEXAS 75356-8887
214-631-4420 • FAX 214-589-8501



Sold To:

U S Bancorp Leasing and Financial
825 Northeast Multnomah St
Portland, OR 97232
Attn. David Tank

Invoice Date. **24-Oct-96**
Invoice No. **825619**
Cust No. **192620**
Cust PO No.
Our Order No. **2479**

Ship To:

[Empty box for ship to address]

Our Quote No
Bill of Lading
Date Shipped.
Shipped Via

Prepaid
Collect

Shipped		Description		Unit Price	Amount
55	Cen-Tex Rail Link switching charges for new 52' Mill Gondola Railcars Reporting Marks: DME Running Numbers: 80000-80054			\$150 00	\$8,250 00
Total Amount Due					\$8,250.00
Remarks: 			Remit To: Trinity Industries, Inc PO Box 911742 Dallas, TX 75391-1742 Wire Transfer To: Texas Commerce Bank Houston, TX ABA Routing # 113000609 Account # 08805014899 Trinity Industries, Inc		

** The total amount set out above is payable at the office of Trinity Industries, Inc at Dallas, Dallas County Texas Past due accounts will bear interest Invoice - DHL