

BALL, JANIK & NOVACK  
ATTORNEYS AT LAW  
1101 PENNSYLVANIA AVE N W, SUITE 1035  
WASHINGTON D C 20004  
TELEPHONE (202) 638-3307  
TELECOPY (202) 783-6947

101 S W MAIN ST SUITE 1100  
PORTLAND, OREGON 97204 3274  
TELEPHONE (503) 228-2525  
TELECOPY (503) 295-1058

September 16, 1994

Direct Dial: (202)466-6532

RECORDATION NO. 16785-AA FILED 167  
SEP 16 1994 - 2 32 PM  
INTERSTATE COMMERCE COMMISSION

RECEIVED  
OFFICE OF THE  
SECRETARY  
SEP 16 2 27 PM '94  
LICENSING BRANCH

Honorable Vernon A. Williams  
Acting Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed three originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

The document is a Quitclaim Bill of Sale, dated September 13, 1994, a secondary document. The primary document to which this is connected is recorded under Recordation No. 16785. We request that this document be recorded under Recordation No. 16785-AA.

The name and address of the party to the Quitclaim Bill of Sale is:

Seller:

First Interstate Bank of California  
345 California Street  
San Francisco, CA 94104

A description of the equipment covered by the document consists of one diesel electric locomotive numbered SP 6526.

A fee of \$18.00 is enclosed. Please return the two originals to:

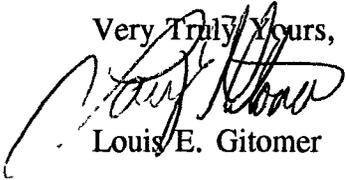
Louis E. Gitomer  
Ball, Janik & Novack  
Suite 1035  
1101 Pennsylvania Avenue, N.W.  
Washington, DC 20004

*Counterparts - [Signature]*

BALL, JANIK & NOVACK

A short summary of the document to appear in the index follows: a Quitclaim Bill of Sale by First Interstate Bank of California, 345 California Street, San Francisco, CA 94104, covering one diesel electric locomotive numbered SP 6526

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", written over the typed name below.

Louis E. Gitomer

Enclosures

# Interstate Commerce Commission

Washington, D.C. 20423

9/16/94

OFFICE OF THE SECRETARY

Louis E. Gitomer  
Ball, Janik & Novack  
Suite 1035  
1101 Pennsylvania Avenue , NW  
Washington, DC 20004

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/16/94 at 2:30PM , and assigned recordation number(s). 16785-AA.

Sincerely yours,

Vernon A. Williams  
Acting Secretary

Enclosure(s)

\$ 18:00 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

*Janice Fort*

**QUITCLAIM BILL OF SALE**

RECORDATION NO. **16785-AA**  
FILED 1425

SEP 16 1994-2 30 PM

INTERSTATE COMMERCIAL COMMISSION

For valuable consideration, FIRST INTERSTATE BANK OF CALIFORNIA, as Agent (hereinafter called "Agent") does hereby sell to SOUTHERN PACIFIC TRANSPORTATION COMPANY (hereinafter called "Buyer") all of Agent's right, title, and interest in and to the personal property described below (the "Equipment").

**SP 6526**

Said Equipment is sold on an "as-is, where-is" basis, without any covenant or warranty expressed or implied, of any nature whatsoever except, the Agent covenants and warrants that said Equipment is free of all liens and encumbrances created by the Agent. THE WARRANTY IN THIS PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF AGENT, WHETHER WRITTEN, ORAL OR IMPLIED, AND AGENT SHALL NOT BY VIRTUE OF HAVING SOLD THE EQUIPMENT HEREWITH, BE DEEMED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. By acceptance of said Equipment transferred hereunder, Buyer agrees to pay all sales and use taxes heretofore assessed or levied against said Equipment.

TO HAVE AND TO HOLD the Equipment unto the Buyer, its successors and assigns, for its and their own use, forever.

IN WITNESS WHEREOF, the Agent has caused this Quitclaim Bill of Sale to be executed on its behalf on this 13<sup>th</sup> day of September, 1994.

FIRST INTERSTATE BANK OF CALIFORNIA  
As Agent under a Lease Intended as  
Security dated as of March 5, 1990

By: [Signature]  
Title **ASSISTANT VICE PRESIDENT**

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA                    )  
  ) SS  
COUNTY OF SAN FRANCISCO            )

On September 13, 1994, before me, Sharon R. Stark, personally appeared Irv Boxerbaum personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sharon R. Stark

