

REGISTRATION NO. 18210 FILED 1425

3-117A100

APR 27 1993 3:15 PM
INTERSTATE COMMERCE COMMISSION 18210 FILED 1425
APR 27 1993 3:15 PM

Norwest Equipment Finance, Inc.
Suite 300
Investors Building
733 Marquette Avenue
Minneapolis, Minnesota 55479-2048
612/667-9876

Ms Mildred Lee
Interstate Commerce Commission
Office of the Secretary
Recordations Units, Room 2303
12th & Constitution Avenue N W
Washington, DC 20423

REGISTRATION NO. 18210 FILED 1425
APR 27 1993 3:15 PM

REGISTRATION NO. 18210 FILED 1425
APR 27 1993 3:15 PM

Dear Ms Lee

INTERSTATE COMMERCE COMMISSION

Enclosed please find four transactions for filing with the ICC pertaining to 20 railcars would like each document filed in the order specified below I will list the parties, and their addresses, involved in each transaction and the corresponding document

- 1) A **Bill of Sale** for the cars sold to Rocky Mountain Transportation Services, Inc , 6596 S Dayton, Suite 2000, Englewood, CO 80111, by Home Oil Company LTD , 1600 Home Oil Tower, 324 Eighth Avenue S W , Calgary, Alberta T2P 2Z5
- 2) A **Rider to Car Lease** between Rocky Mountain Transportation Services, Inc , 6596 S Dayton, Suite 2000, Englewood, CO 80111, and the lessee, Western Gas Resources, Inc , 12200 Pecos Street, Denver, Co 80234
- 3) A **Security Agreement** for Equipment Loan between Norwest Equipment Finance, Inc , 733 Marquette Avenue, Suite 300, Minneapolis, MN 55479-2048 and Rocky Mountain Transportation Services, Inc , 6595 S Dayton, Suite 2000, Englewood, CO 80111
- 4) An **Assignment of Leases and Subleases** assigning interest to Norwest Equipment Finance, Inc., 733 Marquette Avenue, Suite 300, Minneapolis, MN 55479-2048 by Rocky Mountain Transportation Services, Inc , 6595 S Dayton, Suite 2000, Englewood, CO 80111

Please record the above listed documents I have enclosed a check in the amount of \$64 00 (\$16 00 for each document to be filed) If you should have any questions please do not hesitate to call me at 612/667-9836 Thank-you very much for your assistance

Sincerely,

Lisa K. Lenton
Lisa K Lenton
Contract Administrator

Interstate Commerce Commission
Washington, D.C. 20423

4/28/93

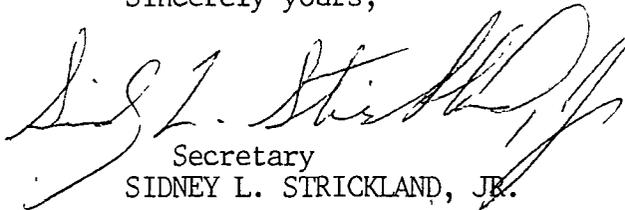
OFFICE OF THE SECRETARY

Lisa K. Lenton
Norwest Equipment Finance, Inc
Investor Building Suite 300
733 Marquette Avenue
Minneapolis, Minnesota 55479-2048

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 = 4/27/93 at 3:15pm, and assigned
recording number(s). 18210, 18210-A 18210-B & 18210-C

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

BILL OF SALE

REGISTRATION NO. 18210 FILED 1425

APR 27 1993 3:18 PM

THIS BILL OF SALE dated as of the 31st day of March, 1993.

INTERSTATE COMMERCE COMMISSION

BETWEEN:

HOME OIL COMPANY LIMITED, a body corporate carrying out business in the City of Calgary, in the Province of Alberta (hereinafter called "**Vendor**")

- and -

ROCKY MOUNTAIN TRANSPORTATION SERVICES, INC., a body corporate, carrying out business in the City of Englewood, in the State of Colorado (hereinafter called "**Purchaser**")

WHEREAS pursuant to a Purchase and Sale Agreement dated as of the 3rd day of March, 1993, between the parties hereto, as amended by Letter Agreement dated March 30, 1993 (hereinafter collectively called the "**Sale Agreement**"), Vendor agreed to sell and convey the Sold Assets to Purchaser and Purchaser agreed to purchase and receive the Sold Assets from Vendor.

NOW THEREFORE in and for the consideration provided for in the Sale Agreement and consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained herein, the parties hereto covenant and agree as follows:

1. DEFINITIONS

Unless otherwise expressly indicated herein, all capitalized terms used herein shall have the same meaning as defined in the Sale Agreement, with the exception that for the purpose of this Bill of Sale and this Closing, Sold Assets shall mean the rail tank cars described in Schedule "A" attached hereto at the Delivery Point stated therein.

2. CONVEYANCE

Vendor, in consideration of Two Million, One Hundred and Forty-seven Thousand, Two Hundred and Seventy-five Canadian Dollars (\$2,147,275.00) the receipt and sufficiency of such consideration being hereby acknowledged by Vendor, hereby sells, transfers and conveys to Purchaser, the entire right, title and interest of Vendor in and to the Sold Assets, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom and subject to the performance and observance of all obligations and burdens associated therewith.

3. SUBORDINATE DOCUMENTS

This Bill of Sale is executed and delivered by the parties hereto pursuant to and for the purposes of satisfying the provisions of the Sale Agreement with respect to the Sold Assets. With the exception of the definition of Sold Assets, it is agreed and understood that provisions of the Sale Agreement, insofar as they relate to the Sold Assets defined herein, shall prevail and govern in the event of a conflict between the provisions of the Sale Agreement and this Bill of Sale. This Bill of Sale is not intended to supersede the Sale Agreement or to vary, affect or effect a merger of any of the terms thereof but is entered into for the purpose solely of effecting the conveyance of the Sold Assets defined herein, and is ancillary and subordinate to the Sale Agreement.

4. ENUREMENT

This Bill of Sale shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective trustees, receivers, receiver-managers, successors and permitted assigns.

5. GOVERNING LAW

This Bill of Sale shall, in all respects, be subject to and be interpreted and construed in accordance with the laws in effect in the Province of Alberta, and the parties hereto hereby attorn to the jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom.

6. FURTHER ASSURANCES

Each party hereto will, from time to time and at all times hereafter, at the request of the other party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and effect the terms hereof.

IN WITNESS WHEREOF the parties hereto have executed this Bill of Sale as of the date first above written.

VENDOR:

HOME OIL COMPANY LIMITED

Per: [Signature]
Vice President, Property Consolidation

Per: [Signature]
ASSISTANT SECRETARY

PURCHASER:

ROCKY MOUNTAIN TRANSPORTATION SERVICES, INC.

Per: [Signature]
VICE PRESIDENT

Per: _____

This is the execution page to that certain Bill of Sale dated as of the ^{31st} ~~26th~~ day of March, 1993 and made between Home Oil Company Limited, as Vendor and Rocky Mountain Transportation Services, Inc., as Purchaser, concerning the purchase of a Tank Car Fleet - Part II.

SCHEDULE "A"

Attached to a forming part of the Bill of Sale dated as of March 31, 1993, concerning the sale of Tank Cars - Part II, between Home Oil Company Limited, as Vendor, and Rocky Mountain Transportation Services, Inc., as Purchaser.

112J400W PRESSURE CARS, 100 TON, 30,300 USG

<u>Car No.</u>	<u>Delivery Point</u>
HOMX 1007	Calgary, Ab.
HOMX 1008	Calgary, Ab.
HOMX 1009	Calgary, Ab.
HOMX 1010	Calgary, Ab.
HOMX 1011	Calgary, Ab.
HOMX 1012	Calgary, Ab.
HOMX 1013	Calgary, Ab.
HOMX 1014	Calgary, Ab.
HOMX 1015	Calgary, Ab.
HOMX 1016	Calgary, Ab.
HOMX 1017	Calgary, Ab.
HOMX 1018	Calgary, Ab.

112J400W PRESSURE CARS, 100 TON, 33,600 USG

<u>Car No.</u>	<u>Delivery Point</u>
HOMX 1022	Evanston, Wy.
HOMX 1023	Sandpoint, Id.
HOMX 1024	Evanston, Wy.
HOMX 1025	Newport, Id.
HOMX 1026	Evanston, Wy.
HOMX 1027	Alyth, Ab.
HOMX 1029	Evanston, Wy.
HOMX 1031	Homeglen, Ab.
HOMX 1033	Shantz, Ab.
HOMX 1034	Sheridian, Wy.
HOMX 1036	Hardisty, Ab.
HOMX 1037	Denver, Co.
HOMX 1039	Redding, Ca.
HOMX 1040	Truman, Ab.
HOMX 1041	Calgary, Ab.
HOMX 1042	Roseville, Ca.
HOMX 1043	Hardisty, Ab.
HOMX 1044	Carstairs, Ab.
HOMX 1046	Calgary, Ab.
HOMX 1049	Denver, Co.
HOMX 1050	Didsbury, Ab.
HOMX 1051	Bumstead, Az.
HOMX 1053	Stettler, Ab.

HOMX 1055	Calgary, Ab.
HOMX 1057	Calgary, Ab.
HOMX 1061	Shantz, Ab.
HOMX 1062	Carstairs, Ab.
HOMX 1064	Homeglen, Ab.
HOMX 1065	Homeglen, Ab.
HOMX 1066	Carstairs, Ab.
HOMX 1067	Tees, Ab.
HOMX 1068	Bend, Oregon
HOMX 1069	Stettler, Ab.
HOMX 1070	Sacramento, Ca.
HOMX 1071	Sheridian, Wy.
HOMX 1072	Hardisty, Ab.
HOMX 1073	Hardisty, Ab.
HOMX 1074	Sparks, NV.
HOMX 1075	Pasco, Wa.
HOMX 1077	Salem, Or.
HOMX 1078	Evanston, Wy.
HOMX 1079	Calgary, Ab.
HOMX 1081	Hardisty, Ab.
HOMX 1082	Sacramento, Ca.
HOMX 1083	Hardisty, Ab.

Handwritten mark

112J340W PRESSURE CARS, 100 TON, 33,600 USG

<u>Car No.</u>	<u>Delivery Point</u>
HOMX 3000	Carstairs, Ab.
HOMX 3002	Homeglen, Ab.
HOMX 3004	Opal, Wy.
HOMX 3007	Klamath Falls, Or.
HOMX 3008	Pasco, Wa.
HOMX 3010	Shantz, Ab.
HOMX 3011	Roseville, Ca.
HOMX 3012	Hiligh, Wy.
HOMX 3013	Sacramento, Ca.
HOMX 3014	Ogden, Ut.
HOMX 3016	Shantz, Ab.
HOMX 3017	Calgary, Ab.
HOMX 3018	Calgary, Ab.
HOMX 3019	Didsbury, Ab.
HOMX 3020	Pasco, Wa.
HOMX 3021	Grants Pass, Or.
HOMX 3025	Ferndale, Wa.
HOMX 3027	Sheridian, Wy.
HOMX 3028	Calgary, Ab.
HOMX 3029	Madras, Or.
HOMX 3032	Evanston, Wy.
HOMX 3033	Hardisty, Ab.
HOMX 3036	Cheyenne, Wy.
HOMX 3038	Calgary, Ab.

Handwritten mark

112J340W PRESSURE CARS, 100 TON, 33,600 USG

<u>Car No.</u>	<u>Delivery Point</u>
HOMX 3039	Calgary, Ab.
HOMX 3040	Calgary, Ab.
HOMX 3041	Calgary, Ab.
HOMX 3042	Stettler, Ab.
HOMX 3043	Shantz, Ab.
HOMX 3044	Hilight, Wy.
HOMX 3045	Shantz, Ab.
HOMX 3046	Calgary, Ab.
HOMX 3047	Shantz, Ab.
HOMX 3048	Martinez, Ca.
HOMX 3049	Elko, Nv.

CORPORATE FORM OF ACKNOWLEDGEMENT

CITY OF CALGARY
PROVINCE OF ALBERTA
CANADA

BILL OF SALE
DATED MARCH 31, 1993
FOR TANK CARS

On this 22nd day of April, 1993 before me personally appeared, Stewart Gossen, to me personally known, who being by me duly sworn, says that he is the Vice-President, Property Consolidation Division, of HOME OIL COMPANY LIMITED and the foregoing instrument (consisting of a Bill of Sale, a copy of which is attached hereto) was signed by him on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.



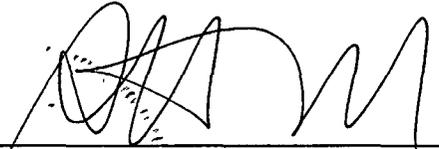
SHARON A. HUCKELL, Notary Public
in and for the Province of Alberta
Being Barrister and Solicitor.
My commission expires at the pleasure of the
Lieutenant Governor In Council

CORPORATE FORM OF ACKNOWLEDGEMENT

CITY OF CALGARY
PROVINCE OF ALBERTA
CANADA

BILL OF SALE
DATED MARCH 31, 1993
FOR TANK CARS

On this 22nd day of April, 1993 before me personally appeared, Marlene Roza, previously Marlene Rodrigues, to me personally known, who being by me duly sworn, says that she is the Assistant Secretary, of HOME OIL COMPANY LIMITED and the foregoing instrument (consisting of a Bill of Sale, a copy of which is attached hereto) was signed by her on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.



SHARON A. HUCKELL, Notary Public
in and for the Province of Alberta
Being Barrister and Solicitor.
My commission expires at the pleasure of the
Lieutenant Governor In Council

CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF COLORADO
COUNTY OF ARAPAHOE ss:

BILL OF SALE
DATED MARCH 31, 1993
FOR TANK CARS

On this 23rd day of April, 1993 before me personally appeared, Teri L. Coffenbow, to me personally known, who being by me duly sworn, says that she is the Vice President of ROCKY MOUNTAIN TRANSPORTATION SERVICES, INC. that the foregoing instruments (consisting of a Bill of Sale) were each signed by her on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.

(Notarial Seal)

Deborah K. Ricketts 4-23-93
Signature of Notary Public

My Commission Expires
AUGUST 03, 1993

My commission expires _____

