

RECORDATION NO. 17507-B FILED

JAN 30 '04 12:17PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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January 4, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale [Lease No. 34-B], dated as of January 3, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete release and relates to the Release of Security Interest being filed with the Board under Recordation Number 17507-

The name and address of the party to the enclosed document are:

Seller: Wells Fargo Bank Northwest, N.A.
(successor to First Security Bank of Idaho,
N.A.)
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

[Buyer: TTX Company
101 North Wacker Drive
Chicago, Illinois 60606]

Mr. Vernon A. Williams
January 4, 2005
Page 2

A description of the railroad equipment covered by the enclosed document is:

173 railcars within the following series as more particularly set forth in the equipment schedule attached to the document:

DTTX 25046 - DTTX 25067
DTTX 56197 - DTTX 56257
DTTX 72780 - DTTX 72802
DTTX 73729 - DTTX 73806
TTZX 87343 - TTZX 87422

A short summary of the document to appear in the index is:

Bill of Sale [Lease No. 34-B].

Also enclosed is a check in the amount of \$32.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

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BILL OF SALE
[Lease No. 34-B]

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SURFACE TRANSPORTATION BOARD

The undersigned Wells Fargo Bank Northwest, N.A. (as successor to First Security Bank of Utah, N.A.), not in its individual capacity but solely as Owner Trustee under that certain Trust Agreement dated as of August 28, 1991 with Wells Fargo Equipment Finance, Inc. (as successor to First Security Bank of Idaho, N.A.) as Equity Participant, (hereinafter "Seller"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by TTX Company, a Delaware corporation (hereinafter "Buyer"), the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, convey, transfer and deliver unto Buyer effective on the 3rd day of January, 2005, all of its right, title and interest in and to the equipment described in Schedule A attached hereto and incorporated herein (hereinafter the "Equipment"). Buyer shall be solely responsible for any sales, transfer or similar taxes or charges applicable to such sale and transfer, and shall indemnify Seller on demand for any such taxes or charges paid by Seller.

To have and to hold, all and singular, the Equipment unto Buyer, its successors and assigns to its and their own use forever.

Seller hereby warrants to Buyer and its successors and assigns that there is hereby conveyed to Buyer title to the Equipment free and clear of liens, claims, security interests and encumbrances arising from, through or under Seller, including the security interest of that certain Equipment Trust Agreement (No. 34-B) dated as of August 28, 1991, between Bank of New York (as successor to Mercantile-Safe Deposit and Trust Company) as Security Trustee, and Seller (as successor to First Security Bank of Idaho, N.A.) as Owner Trustee, and that Seller shall warrant and forever defend such title.

Except as expressly provided in the foregoing paragraph, SELLER SELLS, TRANSFERS AND CONVEYS THE EQUIPMENT HEREUNDER "AS-IS, WHERE IS," WITH ALL FAULTS, AND SELLER DOES NOT MAKE AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ITS DESIGN OR CONDITION, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, TITLE THERETO, THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREOF, ITS CONFORMITY TO ANY SPECIFICATIONS, OR THE ABSENCE OF ANY LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

SCHEDULE A

EQUIPMENT DESCRIPTION
 [Lease No. 34-B]

| <u>Equipment Type</u> | <u>Builder</u> | <u>Car Numbers</u> | <u>Number of Cars</u> |
|---|----------------|--|-----------------------|
| Stand alone double stack well Cars - DTTX | Gunderson | 56197- 56204 56206 - 56224 56226 - 56231 56247- 56257 | 44 |
| Five-unit articulated double stack well cars - DTTX | Gunderson | 73729 - 73732 73734- 73739 73741 - 73744 73771 - 73780 73790 - 73806 | 41 |
| Five-unit articulated double stack well cars - DTTX | Thrall | 72780 72782 72794 72797- 72798 72800 72802 | 7 |
| Three-unit double stack well - cars - DTTX | Thrall | 25046 - 25065 25067 | 21 |
| Bulkhead centerbeam cars for lumber- TTZX | Thrall | 87343 – 87344 87346 - 87390 87409 - 87415 87417- 87422 | 60 |
| Total | | | <u>173</u> |