

RECORDATION NO. 17538-E FILED

JAN 30 '04 12-27PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

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. 35], 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 17538-

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:

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

DTTX 54000 - DTTX 54066
DTTX 56258 - DTTX 56374
DTTX 72784 - DTTX 72839
DTTX 73807 - DTTX 73905

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

Bill of Sale [Lease No. 35].

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

RECORDATION NO. 17538-E FILED

BILL OF SALE
[Lease No. 35]

JAN 30 '04 12-27PM

SURFACE TRANSPORTATION BOARD

The undersigned Wells Fargo Bank, N.A. (as successor to First Security Bank of Idaho, N.A.), not in its individual capacity but solely as Owner Trustee under that certain Trust Agreement dated as of September 26, 1991 with Wells Fargo Equipment Finance, Inc. (as successor to First Security Bank of Utah, 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. 35) dated as of September 26, 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. 35]

<u>Equipment Type</u>	<u>Builder</u>	<u>Car Numbers</u>	<u>Number of Cars</u>
Stand alone double stack well cars - DTTX	Gunderson	56258 - 56290 56292- 56324 56326- 56360 56362 - 56374	114
Five-unit articulated double stack well cars - DTTX	Gunderson	73807 - 73808 73809- 73836 73838 - 73839 73841 - 73850 73852- 73863 73865- 73882 73884- 73902 73905	92
Five-unit articulated double stack well cars - DTTX	Thrall	72784 - 72786 72789 72795- 72796 72799 72801 72803 - 72829 72832 - 72833 72835 72837 72839	40
Three-unit double stack well cars - DTTX	Thrall	54000 - 54016 54018- 54027 54030- 54036 54038- 54054 54060 54062 - 54066	57
Total			<u>303</u>

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