

REGISTRATION NO. 10157F FILED 1425
AUG 10 1994 -2 50 PM
INTERSTATE COMMERCE COMMISSION

BILL OF SALE

THIS BILL OF SALE is between the parties identified below as the Buyer and Seller.

The Seller hereby sells, transfers and delivers to the Buyer the following described equipment ("Equipment"):

Four 2,000 horsepower diesel-electric locomotives,
Model SD 38-2, bearing road numbers BN 6260 through 6263

Such Sale is made in consideration of the payment by Buyer to Seller of One Dollar and other good and valuable consideration.

Buyer is purchasing the Equipment in reliance upon its personal inspection and knowledge of the Equipment and in an "AS IS", "WHERE IS" condition.

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE EXCEPT THAT (1) BUYER WILL ACQUIRE GOOD AND MARKETABLE TITLE TO THE EQUIPMENT FREE FROM ALL ENCUMBRANCES AND LIENS (EXCEPT FOR ANY DEFECT IN TITLE OR ANY ENCUMBRANCES OR LIENS ARISING BY REASON OF THE ACTS OF BUYER) AND SELLER COVENANTS THAT IT SHALL WARRANT AND DEFEND SUCH TITLE TO THE EQUIPMENT AGAINST ALL LAWFUL CLAIMS AND DEMANDS, AND (2) SELLER IS THE LAWFUL OWNER OF THE EQUIPMENT AND HAS THE RIGHT TO SELL THE EQUIPMENT. SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE EQUIPMENT AND NO WARRANTIES AGAINST PATENT INFRINGEMENT OR THE LIKE; IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY BUYER AND THAT SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT).

Buyer agrees to pay and hold harmless the Seller and General Electric Capital Corporation ("GECC") from any liability for any and all state, municipal and local license fees and sales taxes, imposed upon, incurred by or asserted against Seller and/or GECC solely as a consequence of the sale of the Equipment to Buyer; and from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions and suits resulting therefrom and imposed upon, incurred by or asserted against Seller and/or GECC as a consequence of the sale of the Equipment to, or the ownership, possession, operation or use of the Equipment by, Buyer. Buyer shall have no obligation for any taxes other than those expressly provided for herein including any taxes based on, or measured by, the net income of Seller and/or GECC.

BUYER: /

SELLER:

BURLINGTON NORTHERN RAILROAD COMPANY

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as trustee

By: 
Robert F. McKenney

By: 

Title: Sr. Vice President & Treasurer

Title: Corporate Trust Officer

Date: August 1, 1994

Date: August 1, 1994

AFFIDAVIT

August 8, 1994

The undersigned hereby states that he has compared the copy attached hereto with the original and has found the copy to be complete and identical in all respects to the original document.

Chen v. Ag
Signature of Affiant