

18126

BINGHAM, DANA & GOULD

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FEB 16 1993 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

WASHINGTON OFFICE
(202) 822-9320

HARTFORD OFFICE
(203) 244-3770

LONDON OFFICE
011-44-71-799-2646

February 16, 1993

BY MESSENGER

Interstate Commerce Commission
Room 2303
12 Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Ladies and Gentlemen:

Enclosed for recording with the Commission pursuant to Section 11303 of Title 49 of the U.S. Code is one originally executed copy and one photocopy of the document described below.

This document is a Bill of Sale, a primary document dated January 18, 1993, by and between Investors Asset Holding Corp. as Trustee of AFG/SOO LINE TRUST (the "Vendor") and Union Pacific Railroad Company (the "Vendee"), covering the Vendor's multipurpose diesel locomotives listed on Schedule A attached to the Bill of Sale, but the property covered by the Bill of Sale is not limited to that listed on Schedule A.

The names and addresses of the parties to the Bill of Sale are as follows: the Vendor is Investors Asset Holding Corp. as Trustee of AFG/SOO LINE TRUST, c/o American Finance Group, Exchange Place, Boston, Massachusetts 02109 and the Vendee is Union Pacific Railroad Company, 1416 Dodge Street, Omaha, Nebraska 68179.

Included in the property covered by the aforesaid Bill of Sale are locomotives intended for use related to interstate commerce, or interests therein, owned by the Vendor and conveyed to the Vendee at the date of said Bill of Sale.

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FEDERAL BUREAU OF INVESTIGATION

*Counterparts -
Stamps Feb.*

BINGHAM, DANA & GOULD

Interstate Commerce Commission
February 16, 1993
Page 2

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

"Bill of Sale, dated January 18, 1993, by and between Investors Asset Holding Corp. as Trustee of AFG/SOO LINE TRUST as the Vendor and Union Pacific Railroad Company as the Vendee covering the multipurpose diesel locomotives listed on Schedule A attached to the Bill of Sale."

Also enclosed is a check in the amount of \$16.00, payable to the Interstate Commerce Commission, to cover the recording fee prescribed by the Commission in its rules and regulations.

Please acknowledge receipt of the enclosed documents at your earliest convenience by signing and returning to our messenger the enclosed copy of this letter together with the originally executed copy of the Bill of Sale as filed.

If you have any questions with respect to the enclosed documents, please call the undersigned collect at (617) 951-8000.

Sincerely,


Jill Swain

Receipt Acknowledged:

Interstate Commerce Commission

By: _____

Enclosures

7038C

Seller: Investors Asset Holding Corp.,
c/o American Finance Group, Exchange Place, Boston, MA 02109

18126

Buyer: UNION PACIFIC RAILROAD COMPANY
1416 DODGE ST
OMAHA NE 68179

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INTERSTATE COMMERCE COMMISSION

Location SOO LINE RAILROAD CORPORATION
Address: SHOREHAM SHOPS
PO BOX 530
MINNEAPOLIS MN 55440

Purchase Price: \$1,750,000.00

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned Seller, for and in consideration of the Purchase Price and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto Buyer, having a principle place of business at the address set forth above, its successors and assigns, all right, title and interest of the Seller in and to the personal property listed on the attached Schedule A, together with all parts and accessories attached thereto (all such personal property, parts and accessories being herein collectively called the "Equipment").

TO HAVE AND TO HOLD all and singular the Equipment to the Buyer, its successors and assigns, for its and their own use and benefit forever.

EXCEPT AS EXPRESSLY STATED IN THE PURCHASE & SALE AGREEMENT, THE EQUIPMENT IS BEING SOLD AND DELIVERED TO BUYER "AS IS" AND "WHERE IS", AND WITHOUT ANY REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR OTHERWISE, AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS, AND EXCLUDES HEREFROM, (A) ANY WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, OR ANY DEFECT IN, THE EQUIPMENT, (B) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, (C) ANY EXPRESS OR IMPLIED WARRANTY AS TO TITLE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (D) ANY OBLIGATION OR LIABILITY WITH RESPECT TO ANY ACTUAL OR ALLEGED COPYRIGHT, PATENT OR TRADEMARK INFRINGEMENT OR THE LIKE, (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT IN STRICT OR ABSOLUTE LIABILITY OR ARISING FROM THE NEGLIGENCE OF SELLER, ACTUAL OR IMPLIED, ACTIVE OR PASSIVE, AND (F) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OR DAMAGE TO THE EQUIPMENT, FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed and delivered by its duly authorized officer as the date below written.

SELLER:

Investors Asset Holding Corp.,
not in its individual capacity but
solely as Trustee of AFG/SOO LINE TRUST

By: Clay P. Waters

Its: Manager L.F.A.

Date: 1-18-93

[FILE CODE: (SOOLINE/1)]

SCHEDULE A
TO
BILL OF SALE

Manufacturer Model Type Locomotive Road No. Purchase Price

BUYER NAME: Union Pacific Railroad Company
EFFECTIVE DATE OF SALE: On or before 01/11/93

General Motors	MP15-AC	Locomotive	1500	175,000.00
General Motors	MP15-AC	Locomotive	1501	175,000.00
General Motors	MP15-AC	Locomotive	1502	175,000.00
General Motors	MP15-AC	Locomotive	1503	175,000.00
General Motors	MP15-AC	Locomotive	1504	175,000.00
General Motors	MP15-AC	Locomotive	1505	175,000.00
General Motors	MP15-AC	Locomotive	1506	175,000.00
General Motors	MP15-AC	Locomotive	1507	175,000.00
General Motors	MP15-AC	Locomotive	1508	175,000.00
General Motors	MP15-AC	Locomotive	1509	175,000.00
				=====
				\$ 1,750,000.00