

BALL JANIK LLP

A T T O R N E Y S

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Of COUNSEL  
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RECEIVED  
SURFACE TRANSPORTATION  
BOARD

MAR 27 2 50 PM '97

March 27, 1997

RECORDATION No. 20403 -  
Filed pursuant to the K, L, M, N,  
of Section 20403  
O, P

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

Dear Secretary Williams:

I have enclosed the original and one certified copy of each of the six documents described below, to be recorded pursuant to 49 U.S.C. §11303.

I. The first document is an **Assignment and Assumption Agreement**, a secondary document, dated as of February 21, 1997. The primary document to which this is connected is recorded under Recordation No. 20403. We request that this document be recorded under Recordation No. **20403-K**.

The names and addresses of the parties to the Assignment and Assumption Agreement are as follows:

Assignor:

American Finance Group, Inc.  
24 School Street  
Boston, MA 02108

Assignee:

AFG/EIREANN Limited Partnership II  
c/o American Finance Group, Inc.  
24 School Street  
Boston, MA 02108

*Counterparts*

Honorable Vernon A. Williams

March 27, 1997

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A description of the equipment covered by the document consists of consists of two 53' articulated five platform TOFC spine cars numbered CR 790088 and 790089.

II. The second document is a **Bill of Sale**, a secondary document, dated February 21, 1997. The primary document to which this is connected is recorded under Recordation No. 20403. We request that this document be recorded under Recordation No. **20403-L**.

The name and address of the party to the Bill of Sale is:

Seller:

American Finance Group, Inc.  
24 School Street  
Boston, MA 02108

A description of the equipment covered by the document consists of consists of two 53' articulated five platform TOFC spine cars numbered CR 790088 and 790089.

III. The third document is an **Assignment Agreement**, a secondary document, dated as of February 21, 1996. The primary document to which this is connected is recorded under Recordation No. 20403. We request that this document be recorded under Recordation No. **20403-M**.

The names and addresses of the parties to the Assignment Agreement are as follows:

Assignor:

AFG/EIREANN Limited Partnership II  
c/o American Finance Group, Inc.  
24 School Street  
Boston, MA 02108

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Assignee:

Cantrip Investments Limited  
c/o IIBU Fund II PLC  
IFSC House  
International Financial Services Centre  
Custom House Docks  
Dublin 1, Ireland

A description of the equipment covered by the document consists of consists of two 53' articulated five platform TOFC spine cars numbered CR 790088 and 790089.

IV. The fourth document is a **Bill of Sale**, a secondary document, dated February 21, 1997. The primary document to which this is connected is recorded under Recordation No. 20403. We request that this document be recorded under Recordation No. **20403-N**.

The name and address of the party to the Bill of Sale is:

Seller:

AFG/EIREANN Limited Partnership II  
c/o American Finance Group, Inc.  
24 School Street  
Boston, MA 02108

A description of the equipment covered by the document consists of consists of two 53' articulated five platform TOFC spine cars numbered CR 790088 and 790089.

V. The fifth document is an **Assignment Agreement**, a secondary document, dated as of February 21, 1997. The primary document to which this is connected is recorded under Recordation No. 20403. We request that this document be recorded under Recordation No. **20403-O**.

The names and addresses of the parties to the Assignment Agreement are as follows:

Honorable Vernon A. Williams  
March 27, 1997  
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Assignor:

Cantrip Investments Limited  
c/o IIBU Fund II PLC  
IFSC House  
International Financial Services Centre  
Custom House Docks  
Dublin 1, Ireland

Assignee:

IIBU Fund II PLC  
IFSC House  
International Financial Services Centre  
Custom House Docks  
Dublin 1, Ireland

A description of the equipment covered by the document consists of consists of two 53' articulated five platform TOFC spine cars numbered CR 790088 and 790089.

VI. The sixth document is a **Bill of Sale**, a secondary document, dated February 21, 1997. The primary document to which this is connected is recorded under Recordation No. 20403. We request that this document be recorded under Recordation No. **20403-P**.

The name and address of the party to the Bill of Sale is:

Seller:

Cantrip Investments Limited  
c/o IIBU Fund II PLC  
IFSC House  
International Financial Services Centre  
Custom House Docks  
Dublin 1, Ireland

A description of the equipment covered by the document consists of consists of two 53' articulated five platform TOFC spine cars numbered CR 790088 and 790089.

Honorable Vernon A. Williams

March 27, 1997

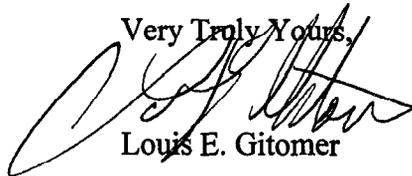
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A fee of \$144.00 is enclosed. Please return the original of each of the six documents to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

A short summary of the documents to appear in the index follows: (1) an Assignment and Assumption Agreement between American Finance Group, Inc., 24 School Street, Boston, MA 02108, and AFG/EIREANN Limited Partnership II, c/o American Finance Group, Inc., 24 School Street, Boston, MA 02108; (2) a Bill of Sale by American Finance Group, Inc., 24 School Street, Boston, MA 02108; (3) an Assignment Agreement between AFG/EIREANN Limited Partnership II, c/o American Finance Group, Inc., 24 School Street, Boston, MA 02108, and Cantrip Investments Limited, c/o IIBU Fund II PLC, IFSC House, International Financial Services Centre, Custom House Docks, Dublin 1, Ireland; (4) a Bill of Sale by AFG/EIREANN Limited Partnership II, c/o American Finance Group, Inc., 24 School Street, Boston, MA 02108; (5) an Assignment Agreement between Cantrip Investments Limited, c/o IIBU Fund II PLC, IFSC House, International Financial Services Centre, Custom House Docks, Dublin 1, Ireland, and IIBU Fund II PLC, IFSC House, International Financial Services Centre, Custom House Docks, Dublin 1, Ireland; and (6) a Bill of Sale by Cantrip Investments Limited, c/o IIBU Fund II PLC, IFSC House, International Financial Services Centre, Custom House Docks, Dublin 1, Ireland, all covering two 53' articulated five platform TOFC spine cars numbered CR 790088 and 790089.

Very Truly Yours,



Louis E. Gitomer

Enclosures

ASSIGNMENT AGREEMENT MAR 27 2 50 PM '97

THIS ASSIGNMENT AGREEMENT is entered into as of the 21st day of February, 1997, between AFG/EIREANN LIMITED PARTNERSHIP II, a limited partnership organized under the laws of the Commonwealth of Massachusetts ("Assignor") and CANTRIP INVESTMENTS LIMITED, a corporation organized under the laws of Ireland ("Assignee")

R E C I T A L S

WHEREAS, Assignor has sold certain assets (the "Transferred Assets") to Assignee pursuant to that certain Master Purchase Agreement, dated as of January 30, 1996 (the "Master Purchase Agreement") by and between Assignor and Assignee,

WHEREAS, the Transferred Assets include those certain equipment leases described in Schedule 1 attached hereto (the "Leases"),

WHEREAS, the Transferred Assets were sold to Assignor from American Finance Group, Inc ("AFG") under a Master Purchase Agreement dated as of January 30, 1996 (the "AFG Master Purchase Agreement"), and

WHEREAS, the Transferred Assets are being managed by AFG under a Management Agreement between Assignor and AFG dated as of January 30, 1996 (the "Management Agreement") and

WHEREAS, the parties hereto desire to effect the transfer by Assignor to Assignee of (a) all of the right, title and interest of the Assignor in, under and with respect to the Leases, and (b) all rights and remedies of Assignor under the Leases accruing from and after the date hereof;

NOW, THEREFORE, it is hereby agreed as follows:

1 Definitions Capitalized terms used herein without definition shall have the meaning ascribed thereto in the Master Purchase Agreement

2 Assignment Effective as of the date hereof (the "Cut-off Date"), Assignor does hereby sell, convey, assign, transfer and set over, unto Assignee all of its right, title and interest in, under and with respect to the Lease, the Management Agreement and the AFG Master Purchase Agreement together with all other documents and instruments evidencing any of such right, title and interest. Assignor represents and warrants that, so long as no breach or event of default, or event which, with the giving of notice or the passage of time or both, would constitute an event of default, has occurred and is continuing under any Lease, Assignor shall warrant Lessee's right of quiet use and possession of the Equipment thereunder against all persons claiming by, through or under Assignor, however, such representation and warranty shall not include, and shall specifically except any acts or omissions of Assignee or any successor or assign of Assignee or any person or entity claiming by, through or under Assignee

3 Representations and Warranties of Assignor Assignor, in order to induce Assignee to enter into this Agreement, hereby represents and warrants to Assignee that the Leases, together with this Agreement and the Notices and Acknowledgements of Assignment, represent the entire agreement, effective as of the date hereof, between the Assignor, as lessor, and each Lessee with respect to the leasing of the Equipment under such Lease, that of the only duplicate originals of each of the Leases, one has been delivered to the Lessee thereunder and any other originals thereof will be delivered to the Assignee promptly after the Closing (as defined in the Master Purchase Agreement), that each of the Leases is in full force and effect, without modification or amendment, except for the documents set forth above, that to the best of Assignor's knowledge, no event of default has occurred and is continuing thereunder, that the rents payable under each of the Leases are not subject to any defenses, set-offs or counterclaims which are solely the result of any act or omission on the part of Assignor, and that as of the date hereof there are no sales taxes or other governmental charges due with respect to the Equipment other than those payable by Lessees under the Leases and excluding any taxes that are based on or measured by the net income of lessor under the Leases Assignee agrees to provide Assignor with a resale tax exemption certificate for the State of Massachusetts

4 Indemnity

(a) Assignee shall indemnify and hold Assignor harmless from and against any and all costs, claims, liabilities and causes of actions, including, without limitation reasonable attorneys' fees and costs of defending such claims and causes of action (collectively, "Claims"), from any liabilities or obligations arising under the Lease to the extent such liabilities or obligations arise on or after the Cut-off Date, except for Claims resulting from Assignor's negligence or misconduct

(b) Assignor shall indemnify and hold Assignee harmless from and against any and all costs, claims, liabilities and causes of actions, including, without limitation reasonable attorneys' fees and costs of defending such claims and causes of action (collectively, "Claims"), from any liabilities or obligations arising under the Lease to the extent such liabilities or obligations arise prior to the Cut-off Date, except for Claims resulting from Assignee's negligence or misconduct.

5 Miscellaneous This Agreement may be signed in counterparts, which together shall constitute one instrument This Agreement shall be governed and interpreted under the laws of the Commonwealth of Massachusetts In the event that any dispute arises under this Agreement, including, without limitation, any Claim, either party in the case of a dispute, or the claiming party in the case of a Claim, shall submit the matter for arbitration in Boston, Massachusetts, by and pursuant to rules of the American Arbitration Association ("AAA") The arbitrator who hears the case shall be an expert in equipment leasing transactions similar to the transactions contemplated herein selected by AAA and AAA shall be advised that the parties have agreed in advance that any matter submitted to AAA for resolution shall be heard in a reasonably expeditious manner The powers of the arbitrator shall expressly include both the right to

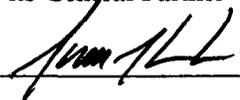
issue injunctive orders and to order the payment of money damages. The resolution of the matter by arbitration shall be binding upon the parties hereto and judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction. Costs of arbitration and legal fees shall be awarded to the prevailing party, provided, however, that the arbitrator shall have the power to make a different allocation of costs and legal fees whenever it is fair or reasonable to do so as determined by the arbitrator.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date above written.

ASSIGNOR

AFG/EIREANN LIMITED PARTNERSHIP II

By AFG/IRELAND II, INC.,  
its General Partner

By  \_\_\_\_\_

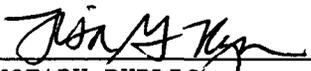
Title Vice President

ASSIGNEE

CANTRIP INVESTMENTS LIMITED

By \_\_\_\_\_

Title \_\_\_\_\_

  
NOTARY PUBLIC

issue injunctive orders and to order the payment of money damages. The resolution of the matter by arbitration shall be binding upon the parties hereto and judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction. Costs of arbitration and legal fees shall be awarded to the prevailing party, provided, however, that the arbitrator shall have the power to make a different allocation of costs and legal fees whenever it is fair or reasonable to do so as determined by the arbitrator.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date above written

ASSIGNOR:

AFG/EIREANN LIMITED PARTNERSHIP II

By: AFG/IRELAND II, INC.,  
its General Partner

By \_\_\_\_\_

Title Vice President

ASSIGNEE:

CANTRIP INVESTMENTS LIMITED

By V. Adams

Title Director

*Parties to the execution  
by Cantrip Investments  
Ltd  
W. David Walley*

**W.DAVID WALLEY  
AMIENS STREET  
DUBLIN 1  
IRELAND**

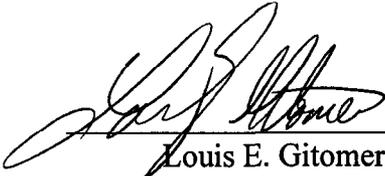
**Notary Public  
Commissioned for Life  
for The County & City of Dublin**

## SCHEDULE 1

Two model Q-153 53' articulated five platform TOFC spine cars numbered CR 790088 and 790089.

**CERTIFICATION**

I, LOUIS E. GITOMER, have compared this copy to the original Assignment Agreement dated as of February 21, 1997, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Louis E. Gitomer  
March 27, 1997