



100 North Charles Street
Baltimore, MD 21201
(301) 237-4613

CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

John W. Humes, Jr.
Senior Counsel

October 27, 1988

RECORDATION NO. **1 5897** FILE 1200

OCT 28 1988 3 20 PM

INTERSTATE COMMERCE COMMISSION

No **8-302A059**

Date **OCT 28 1988**

Fee \$ **13.00**

Ms. Noretta R. McGee, Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

ICC Washington, D. C.

Dear Ms. McGee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. §11301(a) are one executed original and three photostatic copies of a Bill of Sale, dated as of October 11, 1988, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The name and address of the parties to the enclosed documents are:

Seller: The Pittsburgh and Lake Erie Railroad Company
Commerce Court
4 Station Square
Pittsburgh, PA 15219

Purchaser: CSX Transportation, Inc.
100 North Charles Street
Baltimore, MD 21201

A description of the railroad equipment covered by the enclosed document is set forth therein.

Also enclosed is a check in the amount of \$13.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return the original and three stamped photostatic copies of the enclosed document to John W. Humes, Jr., Law Department B11A, CSX Transportation, Inc., 100 North Charles Street, Baltimore, MD 21201.

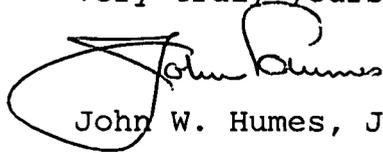
Following is a short summary of the enclosed document:

OCT 28 3 23 PM '88

Document to be Recorded

Bill of Sale dated October 11, 1988 from The Pittsburgh and Lake Erie Railroad Company, Seller, to CSX Transportation, Inc., Purchaser, covering 20 coil cars.

Very truly yours,


John W. Humes, Jr.

JWH/mm
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/31/88

OFFICE OF THE SECRETARY

John W. Humes Jr.

CSX Transportation Inc.

100 North Charles St.

Baltimore, MD. 21201

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/28/88 at 10:30pm, and assigned recordation number(s). 15897

Sincerely yours,

Narta R. McEue

Secretary

Enclosure(s)

REGISTRATION NO. 1 5897
OCT 28 1988 8:30 PM
INTERSTATE COMMERCE COMMISSION

BILL OF SALE

THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, a Delaware Corporation ("Seller"), for \$10.00 and other good and valuable consideration paid by CSX Transportation, Inc., a Virginia corporation ("Buyer"), the receipt and the sufficiency of which are hereby acknowledged by Seller, does hereby grant, bargain, sell and deliver to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the units of rolling stock described in Appendix A hereto, together with all parts, appurtenances and other equipment or property attached to said units of rolling stock (the "Equipment").

Seller hereby warrants that Seller is the owner and holder of, and has full legal and beneficial title to, the Equipment, and hereby transfers to Buyer all of Seller's right, title and interest in and to the Equipment, free and clear of all liens, charges and encumbrances, howsoever created.

Seller, its successors and assigns, covenant and agree to warrant and defend the title to the Equipment unto Buyer, its successors and assigns, against all persons whomsoever and hereby agree to indemnify Buyer and all parties claiming through it against, and to hold Buyer and such persons harmless from, any and all liabilities, claims, suits, actions, demands, debts or obligations of every nature or kind resulting from the claim of any party or parties in any way arising from title to the Equipment on or prior to the date hereof.

THE FOREGOING WARRANTY OF TITLE IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF SELLER, WHETHER WRITTEN, ORAL OR IMPLIED, AND SELLER SHALL NOT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT HEREWITH, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, OPERABILITY, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT.

TO HAVE AND TO HOLD the Equipment unto Buyer, its successors and assigns, for its and their own use, forever.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on its behalf by a duly authorized officer thereof this 11th day of October, 1988.

THE PITTSBURGH AND LAKE ERIE
RAILROAD COMPANY
By: Gordon E. Neuenschwander
Gordon E. Neuenschwander
President

APPENDIX A

OLD CAR NO.

NEW CAR NO.

2 COIL GONDOLAS
SERIES PLE 42000-42009

PLE 42046	CSXT 499220
PLE 42096	CSXT 499221

4 COIL GONDOLAS
SERIES PLE 42300-42449

PLE 42301	CSXT 499223
PLE 42308	CSXT 499224
PLE 42354	CSXT 499225
PLE 42416	CSXT 499226

14 COIL GONDOLAS
SERIES PLE 142000-142249

PLE 142024	CSXT 499227
PLE 142033	CSXT 499228
PLE 142045	CSXT 499229
PLE 142054	CSXT 499230
PLE 142056	CSXT 499231
PLE 142089	CSXT 499232
PLE 142105	CSXT 499233
PLE 142146	CSXT 499234
PLE 142185	CSXT 499235
PLE 142190	CSXT 499222
PLE 142202	CSXT 499236
PLE 142233	CSXT 499237
PLE 142237	CSXT 499238
PLE 142238	CSXT 499239