



Norwest Equipment Finance, Inc.  
Suite 300  
Investors Building  
733 Marquette Avenue  
Minneapolis, Minnesota 55479-2048  
612/667-9876

September 10, 1993

• 18396  
SEP 14 1993

SEP 14 1993 - 10 40 AM  
INTERSTATE COMMERCE COMMISSION

Office of the Secretary, Recordations Unit  
Interstate Commerce Commission  
Attn. Mildred Lee  
12th & Constitution Ave. N.W., Room 2303  
Washington, D.C. 20423

Dear Ms. Lee,

Enclosed for recordation pursuant to the provisions c

tion 11303(a) is:

1) Bill of Sale - selling equipment to NorRail, Inc  
Railroad Company (1 original and 1 certified of each)

Pittsburgh and Lake Erie

A summary of the two parties involved is as follows:

Buyer: NorRail, Inc.  
308 - 12th Ave. S.  
Buffalo, MN 55313

Seller: The Pittsburgh and Lake Erie Railroad Company  
Delaware

Thank-you for your assistance in recording these c  
questions please call me at (612) 667-9841.

if you should have any

Sincerely,

Lisa A. Buck  
Senior Contract Adm.

18396

SEP 14 1993 - 10 40 AM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

For \$10.00 and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY, a Delaware corporation ("Seller"), does hereby sell, assign and transfer unto NORRAIL, INC. ("Buyer"), and its successors and assigns, all of Seller's right, title and interest in and to the the units of railroad rolling stock described in Exhibit A hereto (the "Equipment").

Seller hereby warrants to Buyer, and to its successors and assigns, that on the date hereof Seller had legal title in and to each unit of Equipment and good and lawful right to sell the same, that title to each unit of Equipment on such date was free from all claims, liens, encumbrances, security interests and rights of others of any nature (collectively, the "Liens") other than Liens created by Buyer or by persons claiming by, through or under Buyer, and that Seller will defend such title to the Equipment forever against all adverse claims and demands whatsoever.

Seller shall be deemed to have delivered the Equipment to Buyer, and Buyer shall be deemed to have taken delivery of the Equipment from Seller, on the date hereof. Title to the Equipment shall be deemed to pass in Pittsburgh, PA.

EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS BILL OF SALE, THE EQUIPMENT IS BEING SOLD TO BUYER BY THE COMPANY "AS IS" "WHERE IS", WITHOUT ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, AND THE COMPANY SHALL NOT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT HERewith, BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OPERABILITY, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed on its behalf by a duly authorized officer thereof this 7th day of July, 1993.

THE PITTSBURGH AND LAKE ERIE  
RAILROAD COMPANY

By: G. E. Neuenschwander  
G. E. Neuenschwander  
President

EXHIBIT A

PLE 46013/  
PLE 46014/  
PLE 46020/  
PLE 46031/  
PLE 46037/  
PLE 46050  
PLE 46081  
PLE 46084  
PLE 46089  
PLE 46129/

