

RECORDATION NO. 23437-B FILED

MAR 30 '01 3-09 PM

TS  
SURFACE TRANSPORTATION BOARD

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March 30, 2001

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Bill of Sale, dated as of March 30, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease and Lease Supplement and Acceptance Certificate No. 1 which is being filed with the Board under Recordation Number 23437.

The names and addresses of the parties to the enclosed document are:

|         |  |
|---------|--|
| Seller: | GWI Leasing Corporation<br>71 Lewis Street<br>Greenwich, Connecticut 06803         |
| Buyer:  | Comerica Leasing Corporation<br>29201 Telegraph Road<br>Southfield, Michigan 48034 |

Mr. Vernon A. Williams  
March 30, 2001  
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A description of the railroad equipment covered by the enclosed document is:

Twenty-seven (27) locomotives with the road marks BPRR, GNWR, QGRY, RLIX and SAVANNAH, and with the road numbers set forth in the attached Schedule A.

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

Bill of Sale, dated as of March 30, 2001, between GWI Leasing Corporation, Seller, and Comerica Leasing Corporation, Buyer, covering twenty-seven (27) locomotives with the road marks BPRR, GNWR, QGRY, RLIX and SAVANNAH, and with the road numbers set forth in the attached Schedule A.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bjg  
Enclosures

**SCHEDULE A**

**Locomotives**

BPRR 1508

BPRR 1510

GNWR 317

GNWR 349

GNWR 1000

QGRY 1500 – QGRY 1502

QGRY 1504 – QGRY 1505

QGRY 2004 – QGRY 2009

QGRY 2500 – QGRY 2502

RLIX 300

RLIX 331

RLIX 336

RLIX 339 - RLIX 340

RLIX 357

RLIX 392

SAVANNAH 1001

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BILL OF SALE

SURFACE TRANSPORTATION BOARD

THIS BILL OF SALE ("Bill of Sale") is made this 27<sup>th</sup> day of March, 2001, in favor of Comerica Leasing Corporation, a Michigan corporation ("Buyer"), and GWI Leasing Corporation, a Delaware corporation ("Seller").

RECITALS:

WHEREAS, Seller and Buyer entered into an Equipment Purchase Agreement dated as of March \_\_, 2001 (the "Agreement") for the sale and lease of twenty-seven (27) Locomotives described in Schedule A attached hereto (the "Unit(s)").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

1. Sale of Units. Subject to the terms, conditions and covenants set forth in the Agreement, Seller does hereby sell, convey, assign and transfer to Buyer all of its right, title and interest in and to the Units. Seller hereby irrevocably assigns to Buyer the benefit to which Seller is entitled of any and all warranties and indemnities of the manufacturer, reconditioner, repairer or maintainer of the Units.

2. Warranty and Indemnity of Title. Seller sells and Buyer purchases the Units As-Is and Where-Is, and other than as specifically set forth in the Agreement, Seller makes no representations or warranties of any kind respecting the Units whether statutory, written, oral or implied and Seller has not made and does not hereby make, nor shall it be deemed by virtue of having sold the Units pursuant to this Bill of Sale to have made, any representation or warranty as to the merchantability, fitness for a particular purpose, design or condition of, or as to the quality of workmanship in the Units, all of which are expressly disclaimed, and Seller shall not be liable, in contract, tort or otherwise, on account of any manufacturer's defect or other defect, whether hidden, latent or otherwise discoverable or nondiscoverable respecting any Units; however, Seller does warrant that it has good title to the Units and that their transfer is rightful and without lien, security interest or encumbrance of whatsoever kind or nature. Seller shall defend Buyer's title to the Units against the claims of any person, firm, or corporation whosoever, provided that such claims are not attributable to, or arise out of any acts of Buyer.

Seller shall pay any and all sales taxes, use taxes, rental taxes, and other duties, taxes or impositions with respect to the Units and with respect to the transfer and sale of the Units by Seller to Buyer and the use thereof by Seller, whether now due or hereafter to become due.



SCHEDULE A TO BILL OF SALE

|         |          |               |
|---------|----------|---------------|
| SW-1500 | CR 9513  | BPRR 1508     |
| SW-1500 | CR 9614  | BPRR 1510     |
| SW-1500 | CR 9617  | GNWR 317      |
| SW-1500 | CR 9549  | GNWR 349      |
| SW-1000 | CR 9405  | GNWR 1000     |
| SW-1500 | CR 9534  | QGRY 1500     |
| SW-1500 | CR 9508  | QGRY 1501     |
| SW-1500 | CR 9580  | QGRY 1502     |
| SW-1500 | CR 9509  | QGRY 1504     |
| SW-1500 | CR 9538  | QGRY 1505     |
| GP-38   | CSX 2119 | QGRY 2004     |
| GP-38   | CSX 2048 | QGRY 2005     |
| GP-38M  | CR 7635  | QGRY 2006     |
| GP-38   | CR 7676  | QGRY 2007     |
| GP-38   | CR 7687  | QGRY 2008     |
| GP-38   | CR 7700  | QGRY 2009     |
| GP-35R  | SP 6343  | QGRY 2500     |
| GP-35R  | SP 6351  | QGRY 2501     |
| GP-35R  | SP 6346  | QGRY 2502     |
| SW-1500 | CR 9500  | RLIX 300      |
| SW-1500 | CR 9517  | RLIX 331      |
| SW-1500 | CR 9536  | RLIX 336      |
| SW-1500 | CR 9539  | RLIX 339      |
| SW-1500 | CR 9540  | RLIX 340      |
| SW-1500 | CR 9557  | RLIX 357      |
| SW-1500 | CR 9592  | RLIX 392      |
| SW-1000 | CR 9424  | SAVANNAH 1001 |