

RECORDATION NO. 30886
FILED August 7, 2013 01:20 PM
SURFACE TRANSPORTATION BOARD

OSTER RESEARCHING SERVICES

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August 7, 2013

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recording with the Surface Transportation Board are one original and one counterpart of the document described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code:

Bill of Sale dated as of 2/4/13

Seller: ALF P-1, Inc.
70 W. Madison
Chicago, IL 60602

Buyer: Belvidere & Lehigh River Railway
Post Office Box 200
Ringoes, NJ 08551

Equipment: 1, EMD SD-9M Locomotive
BDRV 9581

Please record this agreement as a primary document. The filing fee of \$42 is enclosed.
Thank you.

Sincerely,



Mary Ann Oster
Research Consultant

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BILL OF SALE SURFACE TRANSPORTATION BOARD

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **ALF P-I, Inc.** ("Seller") does hereby sell, assign, and transfer unto **Belvidere & Lehigh River Railway Company** ("Buyer"), and its successors and assigns, all of the Seller's right, title and interest in and to the railroad locomotive described as follows:

One (1) EMD SD-9M bearing reporting mark BDRV 9581(the "Equipment")

This Bill of Sale is given pursuant to that certain Lease of Railroad Equipment dated May 23, 2008 by and between Buyer and Seller including, without limitation, Section 11.2, Purchase Option, and neither expands upon nor limits the right and obligations of the parties under the Lease.

The Seller hereby warrants to Buyer, and Buyer's successors and assigns, as follows:

1. That the Seller is the lawful owner of the Equipment and has good, valid, and merchantable title thereto, free and clear of all liens, security interests, and other encumbrances which have arisen by, through or under Seller (other than those which have arisen by, through or under Buyer); and

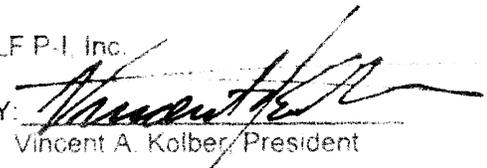
2. That the Seller has full power and authority to sell and convey the Equipment; and

3. That the Seller has not executed any other Bill of Sale or other instrument which by its term purports to transfer title to the Equipment, or any interest therein, to any other person or entity.

4. THE SALE OF THE EQUIPMENT IS ON AN "AS-IS, WHERE-IS" BASIS AND SELLER MAKES NO REPRESENTATION OF WARRANTY WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY, DURABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT, OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE DOCUMENT RELATING THERETO, AND SELLER HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY (WHICH DISCLAIMER BUYER HEREBY ACKNOWLEDGES), AND SELLER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DEFECTS, EITHER PATENT OR LATENT (WHETHER OR NOT DISCOVERABLE BY BUYER) IN THE EQUIPMENT, OR FOR ANY DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTY RESULTING THEREFROM, OR FOR BUYER'S LOSS OF USE OF THE EQUIPMENT OR FOR ANY INTERRUPTION IN BUYER'S BUSINESS CAUSED BY BUYER'S INABILITY TO USE THE EQUIPMENT FOR ANY REASON WHATSOEVER, AND BY ITS ACCEPTANCE OF THIS BILL OF SALE, PURCHASER EXPRESSLY RELIEVES AND EXONERATES SELLER OF ANY RESPONSIBILITY FOR THE EQUIPMENT'S CONDITION, DESIGN, DURABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the 4th day of February, 2013.

ALF P-I, Inc.

BY: 

Vincent A. Kolber, President