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November 8, 2000

RECORDATION NO. 21899-B FILED

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

NOV - 8 '00 12:19 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of November 2, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease which was previously filed with the Board under Recordation Number 21899.

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

Seller: Mellon Leasing Corporation
One Mellon Bank Center
Pittsburgh, PA 15258

[Buyer: Allfirst Bank]

A description of the railroad equipment covered by the enclosed document is:

468 boxcars within the series CNW 716000 - CNW 716499

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

Bill of Sale from Mellon Leasing Corporation to Allfirst Bank
covering 468 boxcars within the series CNW 716000 - CNW
716499.

Also enclosed is a check in the amount of \$26.00 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/anm
Enclosures

BILL OF SALE

NOV - 8 '00

2:19 PM

KNOW ALL MEN BY THESE PRESENTS that: SURFACE TRANSPORTATION BOARD

MELLON LEASING CORPORATION, a Pennsylvania corporation ("Seller"), as Lessor under a Lease of Railroad Equipment, dated as of November 2, 1998, between Seller and Union Pacific Railroad Company ("Lessee"), as Lessee, as amended, assigned, and supplemented to the date hereof (the "Lease"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and assign to ALLFIRST BANK ("Purchaser") all of Seller's right, title and interest in and to the railcars described in Schedule 1 hereto (hereinafter the "Equipment").

THAT Seller hereby warrants to Purchaser, its successors and assigns, that there is hereby vested in Purchaser good and marketable title to the Equipment free and clear of all liens, claims, and encumbrances other than the Lease and claims against which Lessee has agreed to indemnify the Lessor under the Lease, and that Seller will defend such title forever against all claims and demands whatsoever.

PURCHASER ACKNOWLEDGES THAT THE EQUIPMENT IS BEING SOLD AND DELIVERED BY SELLER, AND PURCHASER IS ACCEPTING THE EQUIPMENT, IN AN "AS-IS", "WHERE-IS" CONDITION. EXCEPT AS SET FORTH HEREIN AND IN THE PURCHASE AGREEMENT, DATED AS OF OCTOBER 30, 2000, BETWEEN SELLER AND PURCHASER, SELLER SHALL NOT BE DEEMED TO HAVE MADE, BY VIRTUE OF HAVING SOLD THE EQUIPMENT OR HAVING DONE OR FAILED TO DO ANY OTHER ACT, AND SELLER HEREBY DISCLAIMS AND, EFFECTIVE UPON ITS ACCEPTANCE OF DELIVERY OF THE EQUIPMENT, PURCHASER HEREBY WAIVES ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO MERCHANTABILITY, FITNESS FOR USE OR PARTICULAR PURPOSE, OR QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT AND THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, SELLER ALSO DISCLAIMS AND PURCHASER RELEASES SELLER AND WAIVES ANY OBLIGATION OR LIABILITY TO PURCHASER FOR LOSS OR INTERRUPTION OF USE, REVENUE, PROFIT OR BUSINESS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ANY PRIOR REPRESENTATION OR STATEMENTS, WHETHER ORAL OR WRITTEN, AS TO THE CONDITION OR FITNESS OF THE EQUIPMENT OR THE CAPABILITY OR CAPACITY THEREOF, ARE MERGED HEREIN AND ANY SUCH REPRESENTATIONS OR STATEMENTS NOT

SPECIFICALLY INCLUDED IN THIS BILL OF SALE OR IN THE PURCHASE AGREEMENT REFERRED TO ABOVE ARE HEREBY WITHDRAWN BY SELLER, AND PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON THEM.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed for the purpose hereinabove shown by its duly authorized officer this 30th day of October 2000.

MELLON LEASING CORPORATION

By:  _____

**Schedule 1 to
Bill of Sale**

468 50' 6" 70 ton Class "XM" boxcars built for FMC Corporation in 1978 and bearing Road Numbers CNW716000 to 716499 but specifically excluding numbers 716010, 716021, 716035, 716088, 716090, 716133, 716171, 716227, 716234, 716258, 716321, 716322, 716339, 716345, 716357, 716398, 716437, 716463, 716497, 716498, 716499, 716005, 716031, 716043, 716044, 716092, 716143, 716151, 716157, 716224, 716414 and 716492