

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

February 3, 2005

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 two (2) copies of a Bill of Sale, dated as of January 19, 2005, a primary document as defined in the Board's Rules for the Recordation of Documents.

The name and address of the party to the enclosed document are:

Seller: Rail Trusts Equipment, Inc.  
1661 Beach Boulevard  
Jacksonville, Florida 32250

Buyer: Gershow Recycling Corporation  
71 Peconic Avenue  
Medford, New York 11763

RECORDATION NO. 25435  
FEB 03 '05 12-08PM  
SURFACE TRANSPORTATION BOARD  
OF COUNSEL  
URBAN A. LESTER

Mr. Vernon A. Williams  
February 3, 2005  
Page 2

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

6 railcars within the series DLRX 199624 - DLRX 199805 as more particularly set forth in the equipment schedule attached to the document.

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

Bill of Sale.

Also enclosed is a check in the amount of \$32.00 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

RECORDATION NO. 25435 FILED

FEB 03 '05 12:08 PM

SURFACE TRANSPORTATION BOARD

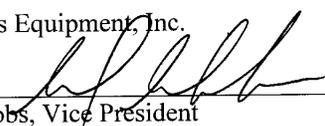
**EXHIBIT A**

**Bill of Sale**

IN CONSIDERATION of the receipt of the sum of One Dollar (\$1.00), in hand paid, and for other good and valuable consideration, Rail Trusts Equipment, Inc., a Florida corporation with an address at 1661 Beach Blvd, Jacksonville Beach, Florida 32250 ("Seller"), does hereby sell, assign, transfer and convey absolutely to Gershow Recycling Corporation ("Buyer"), all right, title, and interest in and to the railway rolling stock more specifically described on Schedule 1 attached hereto and made a part hereof (the "Railcars"), and all appurtenant rights relating thereto. The Railcars are sold pursuant to the terms of a Purchase and Sale Agreement dated as of January 5, 2005 (the "Agreement"). Reference is made to the Agreement for all terms and conditions regarding the sale of the Railcars. THE RAILCARS SHALL BE SOLD TO BUYER BY SELLER ON AN "ASIS, WHEREIS" BASIS, WITH ALL FAULTS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, CONTENT, CONDITION OF THE RAILCARS, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE EQUIPMENT AND NO WARRANTIES AGAINST PATENT INFRINGEMENT OR THE LIKE; IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY THE BUYER AND THAT SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). Seller warrants that upon payment of the purchase price and receipt of this Bill of Sale, Buyer shall receive good and valuable title to the Railcars free and clear of all claims, liens and encumbrances of any kind, except for current taxes, which may be due and payable, but not yet delinquent.

Dated this 19<sup>th</sup> day of January, 2005

Rail Trusts Equipment, Inc.

By: 

Gil Gibbs, Vice President