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SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
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OF COUNSEL  
URBAN A. LESTER

June 2, 2006

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 May 24, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete termination and relates to the Lease previously filed with the Commission under Recordation Number 15080.

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

Seller: Mellon Leasing Corporation  
Room 4444  
One Mellon Bank Center  
500 Grant Street  
Pittsburgh PA 15258

[Purchaser: General Electric Railcar Services Corporation  
161 North Clark Street  
Chicago IL 60601]

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

149 covered hopper railcars: PLWX 46000 – PLWX 46150, except PLWX 46024 and PLWX 46019)  
32 covered hopper railcars within the series PLCX 46151 – PLCX 46199 as more particularly set forth in the 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 \$34.00 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/sem  
Enclosures

COPY

RECORDATION NO.

15080-F  
FILED

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BILL OF SALE

SURFACE TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS that:

MELLON LEASING CORPORATION, a Pennsylvania corporation (the "Seller"), 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 General Electric Railcar Services Corporation ("Purchaser") all of Seller's right, title and interest in and to the railcars described in Schedule 1 hereto (hereinafter the "Equipment").

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 created by contract by Seller or arising out of claims against Seller, other than claims against which Lessee has agreed to indemnify Seller under and pursuant to the Lease between Seller and Lessee related to the Equipment, 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, 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. 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 RELATING TO THE EQUIPMENT.

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 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 24 day of MAY 2006.

MELLON LEASING CORPORATION

By:

  
M. F. MARKS  
FIRST V.P.

COPY

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/1/06



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Robert W. Alvord