

RECORDATION NO 22425-P FILED
May 8, 2012 08:00 AM
SURFACE TRANSPORTATION BOARD

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

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

OF COUNSEL
URBAN A. LESTER

May 8, 2012

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

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Partial Release, dated as of April 30, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed under Recordation Number 22425.

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

Lessor: GARC III 99-A Railcar Trust
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Indenture Trustee: US Bank National Association
(successor to State Street Bank and Trust
Company)
225 Franklin Street
Boston, Massachusetts 02110

Section Chief
May 8, 2012
Page 2

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

1 railcar RELEASED: GATX 70981.

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

Bill of Sale and Partial Release.

Also enclosed is a check in the amount of \$41.00 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,



Edward M. Luria

EML/sem
Enclosures

BILL OF SALE AND PARTIAL RELEASE

GARC III 99-A Railcar Trust (the "Lessor") by Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee under that certain Trust Agreement (GARC III 99-A) dated as of September 1, 1999 between FNBC Leasing Corporation and Wilmington Trust Company, as Lessor under an Equipment Lease Agreement (GARC III 99-A) dated as of September 1, 1999 (the "Lease") between the Lessor and General American Railcar Corporation II (the "Lessee"), does hereby grant, bargain, sell, transfer, convey, assign and release to the Lessee and its successors and assigns all right, title and interest of the Lessor in and to the railcar designated as GATX 070981 (the "Unit") "AS IS", "WHERE IS" AND WITH ALL FAULTS, and without recourse or warranty other than a warranty against Lessor's Liens as defined in Appendix A to the Lease, and does hereby acknowledge that the lease term under the Lease with respect to the Unit and the obligation of the Lessee to pay rent for such Unit under the Lease has terminated.

THE FOREGOING WARRANTY AGAINST LESSOR'S LIENS IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES, REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT OR ANY PART THEREOF. THE UNIT IS SOLD TO THE LESSEE "AS IS", "WHERE IS" AND WITH ALL FAULTS AND THE LESSOR HAS NOT, AND SHALL NOT BE DEEMED, BY VIRTUE OF HAVING SOLD THE UNIT OR OTHERWISE, TO HAVE MADE, AND THE LESSOR HEREBY EXPRESSLY DISCLAIMS, ANY GUARANTEE, REPRESENTATION OR WARRANTY, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, AS TO THE CONDITION, DESIGN, VALUE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE UNIT OR ANY PART THEREOF, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE UNIT OR ANY PART THEREOF, THE CONFORMITY OF THE ITEM OR ANY PART THEREOF TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR INVOICE RELATING THERETO OR ANY OTHER DESCRIPTION THEREOF, THE FREEDOM OF THE UNIT OR ANY PART THEREOF FROM ANY LATENT OR OTHER DEFECT (WHETHER OR NOT DISCOVERABLE), OR ANY OTHER GUARANTEE, REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT OR ANY PART THEREOF, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE.

By its acceptance of this Bill of Sale and Partial Release, the Lessee confirms that it has inspected the Unit to its full satisfaction and accepts the Unit "AS IS", "WHERE IS" AND WITH ALL FAULTS.

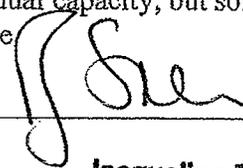
U.S. Bank National Association, as successor to State Street Bank and Trust Company as Trustee (the "Indenture Trustee") under a Trust Indenture and Security Agreement (GARC III 99-A) dated as of September 1, 1999 (the "Indenture") between the Lessor and the Indenture

Trustee, hereby terminates, releases and discharges its security interest in the Unit under the Indenture and hereby acknowledges that the Unit is no longer subject to the Lease.

Dated: April 30, 2012

GARC III 99-A Railcar Trust

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By:  _____

Title: Jacqueline E. Solone
Assistant Vice President

U.S. BANK NATIONAL ASSOCIATION,
as successor to State Street Bank and Trust
Company, as Indenture Trustee

By: _____

Title: _____

Trustee, hereby terminates, releases and discharges its security interest in the Unit under the Indenture and hereby acknowledges that the Unit is no longer subject to the Lease.

Dated: April 30, 2012

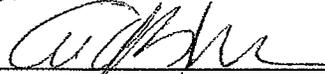
GARC III 99-A Railcar Trust

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: _____

Title: _____

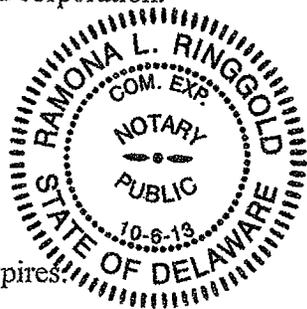
U.S. BANK NATIONAL ASSOCIATION,
as successor to State Street Bank and Trust Company, as Indenture Trustee

By:  _____

Title: Vice President

State of Delaware)
) SS:
County of New Castle)

On the 3 day of MAY, 2012, before me personally appeared Jacqueline E. Solone known, who being by me duly sworn, say that he/she is a Assistant Vice President of GARC III 99-A Railcar Trust by Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Notarial Seal]

My commission expires:

Ramona L. Ringgold
Notary Public

RAMONA L. RINGGOLD
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 10-06-2013

State of Massachusetts)
) SS:
County of Suffolk)

On the ___ day of _____, 2012, before me personally appeared _____, to me known, who being by me duly sworn, says that he/she is a _____ of U.S. Bank National Association, as successor to State Street Bank and Trust Company that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

State of Delaware)
) SS:
County of New Castle)

On the ____ day of _____, 2012, before me personally appeared _____ to me known, who being by me duly sworn, say that he/she is a _____ of GARC III 99-A Railcar Trust by Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

State of Massachusetts)
) SS:
County of Suffolk)

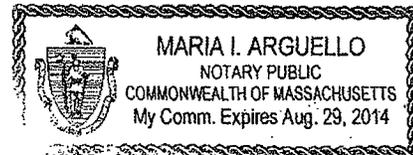
On the 1 day of May, 2012, before me personally appeared Alison D.B. Nadeau, to me known, who being by me duly sworn, says that ~~he~~/she is a Vice President of U.S. Bank National Association, as successor to State Street Bank and Trust Company that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maria I. Arguello

Notary Public

[Notarial Seal]

My commission expires:



CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: 5/5/12

Edward M Luria
Edward M. Luria