



PLM INTERNATIONAL, INC.

655 Montgomery Street
Twelfth Floor
San Francisco, CA 94111

415/989-1860
Telex 34430

May 26, 1988

VIA FEDERAL EXPRESS

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION 5653
Date MAY 26 1988 10:20 AM
Date 5/26/88
Fee 8/3
INTERSTATE COMMERCE COMMISSION
IOC Washington, D.C.

Re: Bill of Sale for (1) 4,750 cu. ft. 100-ton Covered Hopper Car, Road Number 11133

Dear Ms. Lee:

Enclosed for filing please find one notarized, originally executed bill of sale for the referenced equipment, a copy of same, and the filing fee of \$13.00.

The parties involved in this transaction are as follows:

Seller: Gerald A. Levy
Callen & Associates
Financial Services, Inc.
5640 Phoenix Street
Minneapolis, MN 55422

Buyer: (as Agent for)
PLM International, Inc.
655 Montgomery Street
San Francisco, CA 94111

We understand that the original will be stamped by your office and returned to us for our records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to call.

Very truly yours,

Anne J. Shuford
Legal Assistant

AJS:cd
Enclosure

052688-022



PLM INTERNATIONAL, INC.

655 Montgomery Street
Twelfth Floor
San Francisco, CA 94111

415/989-1860
Telex 34430

VIA FEDERAL EXPRESS

May 23, 1988

Date 5/24/88
Fee \$ 13
JCS Washington, D.C. ©

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: One (1) Covered Hopper Car, Road Number: 11133

Dear Ms. Lee:

Enclosed for filing please find one notarized, originally executed bill of sale for the referenced equipment, a copy of same, and the filing fee of \$13.00.

We understand that the original will be stamped by your office and returned to us for our records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to call.

Very truly yours,

Anne J. Shuford

Anne J. Shuford
Legal Assistant

1s
052388-3
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

5/31/88

OFFICE OF THE SECRETARY

Anne J. Shuford
PLM International Inc.
655 Montgomery Street
12th Floor
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/26/88 at 10:45am, and assigned recordation number(s). 15654, 15653, 15655, 15656, 15557, 15558

Sincerely yours,

Narta R. McGee

Secretary

Enclosure(s)

BILL OF SALE MAY 26 1988 - 10 45 AM

For and in consideration of the payment ~~of the~~ INTERSTATE COMMERCE COMMISSION thousand Dollars (\$12,000) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gerald A. Levy ("Seller") hereby grants, bargains, sells, conveys, transfers and delivers to PLM International, Inc. as Buyer, with right of survivorship, their successors and assigns, all of Seller's right, title and interest in and to the covered hopper car described below (the "Property").

<u>Property</u>	<u>Quantity</u>	<u>Road Number</u>
4,750 cu. ft., 100-ton covered hopper car	1	11133

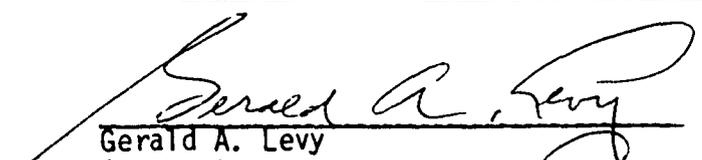
To have and to hold the same unto Buyer, his successors and assigns forever.

The Seller, for himself and his successors and assigns, represents, warrants, covenants and agrees that:

- (a) He is the owner of the Property, free and clear of all security interests, liens and encumbrances;
- (b) He has full right, power and authority to sell and transfer the Property and warrants and will defend title to the Property unto Buyer, his successors and assigns, against all and every person and persons whomsoever;
- (c) The Property is sold on an "as-is", "where-is" basis, without warranty of any type, express or implied.

Seller hereby agrees to indemnify and hold Buyer, his successors and assigns, harmless from and against a breach of any of the foregoing representations, warranties, covenants and agreements and from and against any loss, liability or expense, including court costs and reasonable attorneys' fees, incurred by Buyer, his successors and assigns, arising out of or incident to the operation or ownership of the Property prior to the date hereof, or any state of facts that existed at or prior to the date hereof or arises hereafter by reason of operative facts existing at or prior to the date hereof.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale this 12 day of APRIL, 1988.


Gerald A. Levy
(Seller)

JMT-019E

I hereby certify that Gerald A. Levy signed the above document on April 12, 1988.



