



PLM INTERNATIONAL, INC.

655 Montgomery Street
Twelfth Floor
San Francisco, CA 94111

415/989-1860
Telex 34430

May 26, 1988

VIA FEDERAL EXPRESS

1 5654
RECORDATION NO. _____ FILED 1988

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

MAY 26 1988 -10 45 AM

INTERSTATE COMMERCE COMMISSION

Date 5/26/88
Fee 13
ICC Washington: D. C.

Re: Bill of Sale for (1) 4,000 cu. ft. Coal Car, Road Number 70229

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: Lou Church
900 North
Federal Highway
Suite 306
Pompano Beach, FL 33062

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

Anne J. Shuford
Legal Assistant

AJS:cd
Enclosure

052688-022

1 5654

RECORDATION NO. _____ FILE NO. _____

BILL OF SALE

MAY 26 1988-10 48 AM

For and in consideration of the payment of ~~the sum of~~ ^{INTERSTATE COMMERCE COMMISSION} Dollars (\$15,000) per railcar and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lou Church ("Seller") hereby grants, bargains, sells, conveys, transfers and delivers to PLM International Inc., as Agent for Buyer, with right of survivorship, their successors and assigns, all of Seller's right, title and interest in and to the covered hopper car(s) described below (the "Property").

<u>Property</u>	<u>Quantity</u>	<u>Road Number</u>
4,000 cu. ft., Coal Car	1	70229

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:

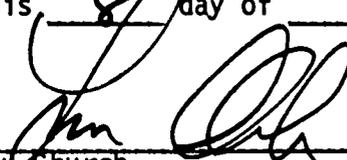
(a) He is the owner of the Property, free and clear of all security interests, liens and encumbrances;

(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 8th day of APRIL, 1988.



Lou Church
(Seller)

Sworn to and subscribed before me on this
JMT-019B *date, 17th day of May 1988*


LOUIS M. GAGLIARDI

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 10, 1988
BONDED THRU GENERAL INC. UND.

RECEIVED
APR 11 1988
IMI