

BENEFICIAL LEASING GROUP, INC.
200 Beneficial Center
Peapack, New Jersey 07977

August 5, 1987

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Attention: Room 2303

Dear Secretary McGee:

Enclosed for recordation under the provisions of 49 U.S.C. § 11303(a) and 49 C.F.R. Part 1177 are the original and one executed and acknowledged copy of a Bill of Sale, Assignment and Assumption dated as of August 5, 1987, between Beneficial Leasing Group, Inc. (Beneficial Owner) and Westinghouse Credit Corporation (Purchaser) relating to railway equipment owned by the Connecticut Bank & Trust Company as Trustee (Lessor) and leased to Interpool Ltd.

The primary document to which the enclosed document is connected is recorded under Recordation No. 10273. We request that the enclosed document be cross-indexed.

The names and addresses of the parties to the documents are as follows:

Owner/Seller: Beneficial Leasing Group, Inc.
200 Beneficial Center
Peapack, New Jersey 07977

Purchaser: Westinghouse Credit Corporation
One Oxford Centre

RECORDATION NO. 10273-19 Filed 1428

AUG 5 1987 -2 15 PM

INTERSTATE COMMERCE COMMISSION

Robert A. Caputo
[Signature]

Pittsburgh, Pennsylvania 15219

A description of the equipment covered by the document is as follows: One hundred ninety-nine (199) 50' 6" 70-ton boxcars marked and numbered HCR 3001 through 3016, both inclusive, and HCRC 3018 through 3200, both inclusive, manufactured by Whittaker Corporation (Berwick, Forge and Fabricating Division). As indicated on Attachment 1 hereto, the reporting marks on several of these cars have been changed.

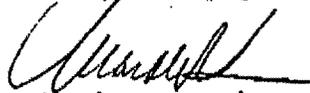
A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

L. John Osborn, Esq.
Verner, Liipfert, Bernhard, McPherson and Hand,
Chartered
1660 L Street, N.W., Suite 1000
Washington, D.C. 20036

A brief summary of the enclosed document is as follows: In accordance with the Bill of Sale, Assignment and Assumption between Beneficial Leasing Group, Inc. ("Beneficial"), 200 Beneficial Center, Peapack, New Jersey 07977, and Westinghouse Credit Corporation ("Westinghouse"), One Oxford Centre, Pittsburgh, Pennsylvania 15219, dated as of August 5, 1987, Beneficial has assigned its beneficial interest in 199 boxcars currently leased by Interpool, Ltd., to Westinghouse.

The undersigned is an executive officer of the Beneficial Owner having knowledge of the matters set forth herein.

Very truly yours,



Mark R. Decker
Vice President & General
Counsel

Enclosures

INTERPOOL LTD.

UNIT NUMBER

HCRC003005
HCRC003006
HCRC003007
HCRC003009
HCRC003010
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UNIT NUMBER

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UNIT NUMBER

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SLC0552066

* Unit numbers beginning with "SLCO" have been changed.

UNIT NUMBER

SLC0552067
SLC0552068
SLC0552069
SLC0552070
SLC0552071
SLC0552072
SLC0552002
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RECORDATION NO. 10273-2
Filed 1987

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INTERSTATE COMMERCE COMMISSION

[Interpool]

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION dated as of August 5, 1987 ("Agreement") between BENEFICIAL LEASING GROUP, INC., a Delaware corporation ("Seller"), and WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation (the "Purchaser").

W I T N E S S E T H:

WHEREAS, pursuant to a Purchase Agreement dated as of August 5, 1987 (the "Purchase Agreement") Seller has agreed to sell, and Purchaser has agreed to purchase, certain assets and beneficial interests;

WHEREAS, Purchaser has agreed to assume related liabilities; and

WHEREAS, Seller and Purchaser desire to complete as of the date hereof the sale of the beneficial interests identified on Schedule A hereto (such beneficial interests being hereinafter referred to as the "Beneficial Interests").

NOW, THEREFORE, in consideration of the mutual premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I

Sale, Assignment and Assumption

Section 1.01. Sale and Assignment. (a) Except as set forth in Section 1.01(b) with respect to insurance matters, Seller, as of the date hereof, hereby unconditionally and irrevocably assigns, transfers, sells and conveys to the Purchaser all of its right, title and interest (i) in and to the Beneficial Interests and (ii) in, to and under the documents and agreements listed on Schedule B hereto (the "Lease Transaction Documents"), excluding, however, in each case any claim, cause of action or other right to payment in favor of Seller under the Lease Transaction Documents arising from any act or event occurring and relating to any period ending prior to the date hereof (the "Closing Date") or contract provision requiring payment prior to the Closing Date and relating to the ownership or leasing of the properties and equipment relating to the Beneficial Interests, other than a casualty loss with respect to the Beneficial Interests which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss.

(b) Seller hereby assigns to Purchaser all proceeds of insurance against loss or damage to the assets underlying the Beneficial Interests or the Beneficial Interests to which it is entitled under insurance policies required to be maintained under the Lease Transaction Documents, except insurance proceeds payable in connection with

any losses arising out of or based upon any act or event occurring and relating to any period ending prior to the Closing Date (other than insurance proceeds payable in connection with a casualty loss with respect to the Beneficial Interests which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss).

Seller hereby agrees that in the event that the Purchaser shall suffer any such loss as to which Purchaser shall be entitled to insurance proceeds, Seller will cooperate with Purchaser in obtaining the insurance proceeds payable in respect of such loss, and that to the extent that such proceeds are paid by the insurance carrier to Seller, Seller will promptly pay over the same to Purchaser, and Purchaser hereby agrees that any insurance proceeds received by the Purchaser in excess of such loss incurred by it shall be refunded promptly to Seller.

(c) The sale and assignments described in Section 1.01(a) and Section 1.01(b) are hereinafter referred to as the "Assignment".

Section 1.02. Assumption. Purchaser, as of the date hereof, hereby (i) accepts the Assignment, (ii) agrees to be bound by all the terms of the Lease Transaction Documents, and (iii) unconditionally and irrevocably undertakes, accepts and assumes all of Seller's obligations and liabilities contained in or pursuant to the Lease Transaction Documents (the "Assumption").

Section 1.03. Confirmation. Purchaser hereby confirms and agrees that it shall be deemed to be (i) a party to the Trust Agreement listed on Schedule B hereto and the other Lease Transaction Documents to which Seller was a party and (ii) the party named as the Trustor and/or the Beneficiary in the Lease Transaction Documents.

ARTICLE II

Representations and Warranties of Seller

Section 2.01. Seller hereby represents and warrants as follows as of the date hereof:

(a) Valid Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to enter into and perform the transactions contemplated hereby.

(b) Execution. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action of Seller and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms.

ARTICLE III

Representations and Warranties of Purchaser

Section 3.01. Purchaser hereby represents and warrants as follows as of the date hereof:

(a) Valid Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to enter into and perform the transactions contemplated by each of the Lease Transaction Documents and hereby.

(b) Authorization. The execution, delivery and performance of this Agreement and the performance of the duties under each of the Lease Transaction Documents by Purchaser have been duly authorized by all necessary corporate action on the part of Purchaser and this Agreement has been duly executed and delivered by Purchaser and each of this Agreement and each of the Lease Transaction Documents constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

(c) Purchaser's Net Worth. Purchaser is a solvent corporation and has a net worth of at least \$100,000,000, determined in accordance with generally accepted accounting principles consistently applied.

ARTICLE IV

Miscellaneous

Section 4.01. Further Assurances. Upon written request of Purchaser, Seller at any time and from time to time will promptly execute and deliver to Purchaser, without further consideration but without expense to Seller, such other and further instruments of conveyance, assignment and transfer and other documents, and take such further action, as Purchaser may reasonably request for the more effective conveyance, assignment and transfer to Purchaser of the Beneficial Interests or in order to obtain the full benefits of this Agreement.

Section 4.02. Purchaser as Attorney-in-Fact. Seller hereby makes, constitutes and appoints Purchaser the true and lawful attorney-in-fact of Seller, with full power of substitution, in the name, place and stead of Seller, but on behalf and for the benefit of Purchaser, to demand and receive any and all of the aforesaid properties, assets, rights and interests of Seller, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute, prosecute, appear in, defend and appeal in the name of Seller, or otherwise, at the expense and for the benefit of Purchaser, any and all actions, suits and proceedings at law, in equity or otherwise, which Purchaser may deem proper in order to collect or reduce to possession any of the aforesaid properties, assets, rights and interests of Seller and/or in order

to collect or enforce any claim or right of any kind hereby sold, conveyed, assigned and transferred, or to resist or defend against any claim, debt, obligation, liability or assertion of a liability assumed by Purchaser, or intended so to be, and to do all acts and things in relation to the properties, assets, rights, interests, liabilities and obligations which Purchaser shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by any act of Seller, or by its winding up and dissolution, or in any other manner or for any reason whatsoever; provided, however, that this appointment of Purchaser as the true and lawful attorney-in-fact of Seller shall not be effective as to any claim, cause of action or other right to payment in favor of Seller under the Lease Transaction Documents arising from any act or event occurring and relating to any period ending prior to the Closing Date or contract provision requiring payment prior to the Closing Date and relating to the ownership or leasing of the properties and equipment relating to the Beneficial Interests, other than a casualty loss with respect to the Beneficial Interests which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss.

Section 4.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 4.04. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by overnight courier service or mailed by certified or registered mail with postage prepaid, return receipt requested, or sent by telex, telegram, cable or facsimile or other electronic transmission (confirmed by such mail or courier service, provided that the failure so to confirm shall not affect the validity of such communication), addressed as set forth on the signature pages hereof or at such other address as any party hereto may designate by notice duly given in accordance with this Section 4.04 to the other parties hereto. Notice shall be deemed to have been given when received.

Section 4.05. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

Section 4.06. Amendments and Waivers. No amendment or waiver of any provision hereof shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 4.07. Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction

shall, as to such jurisdiction, be so affected only to the extent of such prohibition or unenforceability without affecting the validity or enforceability of the remaining provisions hereof or affecting the validity or enforceability or such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption to be executed by their respective officers thereunto duly authorized and their respective seals to be affixed hereto as of the date and year first above written.

BENEFICIAL LEASING GROUP, INC.

[SEAL]

By

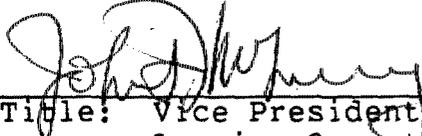

Title: *Vice-President*

Address: 200 Beneficial Center
Peapack, New Jersey 07977
Attention: President

WESTINGHOUSE CREDIT CORPORATION

[SEAL]

By


Title: Vice President,
Leasing Operations

Address: One Oxford Centre
Pittsburgh, Pennsylvania 15219
Attention: Vice President,
Leasing Operations

[Interpool]

EXHIBIT A
TO BILL OF SALE, ASSIGNMENT AND ASSUMPTION
BETWEEN BENEFICIAL LEASING GROUP, INC. AND
WESTINGHOUSE CREDIT CORPORATION
DATED AS OF AUGUST 5, 1987

BENEFICIAL INTERESTS:

Right, title and interest of Trustor under that certain Trust Agreement dated as of April 3, 1979 (the "Trust Agreement") between The Connecticut Bank and Trust Company, Trustee, and Beneficial Leasing Group, Inc. (f/k/a Parliament Discount Corporation), Trustor, in and to:

(a) the "Equipment", as defined in the Trust Agreement and in the Lease of Railroad Equipment dated as of April 3, 1979, between The Connecticut Bank and Trust Company, as Trustee and INTERPOOL, LTD., but as limited by the following description:

199 50'6" 70 ton boxcars manufactured by Whittaker Corporation. Marked and numbered HCRC 3001 to HCRC 3016 both inclusive; and HCRC 3018 to HCRC 3200 both inclusive (as indicated on the Attachment hereto, the reporting marks on several of these cars have been changed).

and

(b) the "Operative Agreements", as defined in the Trust Agreement.

INTERPOOL LTD.

UNIT NUMBER

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* Unit numbers beginning with "SLCO" have been changed.

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FILE INDEX

REFCO-INTERPOOL TRUST NO. 79-1
(The Connecticut Bank and Trust Company, Trustee)

Closing: December 11, 1979

A. Basic Documents

1. Note Purchase Agreement, dated as of November 1, 1979, between The Connecticut Bank and Trust Company (Trustee) and Northwestern National Life Insurance Company and Northern Life Insurance Company (Note Purchasers) (C).*
2. Security Agreement, dated as of November 1, 1979, from The Connecticut Bank and Trust company, as Trustee (Debtor) to Northwestern National Life Insurance Company and Northern Life Insurance Company (Secured Parties) (C).
3. Consent and Agreement, dated as of November 1, 1979, among The Connecticut Bank and Trust Company, as Trustee (Lessor), Interpool, Ltd. (Lessee) and Northwestern National Life Insurance Company (Secured Parties) (C).
4. Secured Notes: R-1, 11/30/79 (C); R-2, 11/30/79 (C).

B. Recording Matters

5. Letter from Pope, Ballard & Loos to Faegre & Benson regarding search of Interstate Commerce records, 11/23/79 (C).
6. Evidence of Filing of Amendment to Lease of Railroad Equipment, Security Agreement and Consent and Agreement with Interstate Commerce Commission, Fee Receipt 12/11/79 (C).

C. Trust, Sale and Lease Documents

7. Trust Agreement, dated as of April 3, 1979, between The Connecticut Bank and Trust Company (Trustee) and Parliament Discount Corporation (Trustor) (C).

* (C) indicated photocopy; (O) indicates signed original; (U) indicates unsigned photocopy.

8. Purchase Order Agreement, between Interpool and Berwick, 2/22/79, (C).
9. Purchase Order Assignment, dated as of April 3, 1979, between The Connecticut Bank and Trust Company (Owner) with Parliament Discount Corporation (Trustor) and Interpool Limited (Lessee) (C).
10. Invoices for all Equipment 4/18/79; 4/24/79; 5/1/79; 5/8/79; and 5/17/79.
11. Bills of Sale for all Equipment from Manufacturer to the Trustee dated 5/1/79; for Box Cars dated 4/3/79 and 4/24/79.
12. Lease of Railroad Equipment, dated April 3, 1979, between The Connecticut Bank and Trust Company (Lessor) and Interpool, Ltd. (Lessee) (C).
13. Amendment to Lease of Railroad Equipment, dated as of November 1, 1979, between The Connecticut Bank and Trust Company (Lessor) and Interpool, Ltd. (Lessee) (C).
14. Certificates of Acceptance (Railroad Cars) 4/18/79 (C).
15. Correspondence and Letter of Intent regarding maintenance services, dated 3/19/79 (C).
16. Management Agreement, between Railpool and Hillsdale Cty. Rail. Co. Inc., dated 4/3/79 (C).
- D. Closing Certificates
 17. Certificate of Lessee, 12/11/79 (C).
 18. Certificate of Trustee, 12/11/79 (C).
 19. Certificate of Beneficiary, 12/11/79 (C).
- E. Corporate Approval for Execution of Documents, Etc.
 20. Memorandum of Association, 11/21/68 (C); Articles of Association and Resolutions of Board of Directors of Lessee, 11/71 (C).
 21. Secretary's Certificate, 12/7/79 (C); Certificate of Incorporation (C); By-Laws and Resolutions of Board of Directors (C); and Incumbency Certificate of Beneficiary (C).

22. Agreement of Affiliation and Merger (C); By-Laws and Resolutions of Board of Directors (C); and Incumbency Certificate of Trustee (C).

F. Opinions of Counsel

23. Opinion of counsel to the Trustee (Day, Berry & Howard), 12/11/79 (C).
24. Opinion of counsel to the Beneficiary, 12/11/79 (C).
25. Opinion of counsel to Lessee, 11/30/79 (C).
26. Opinion of counsel to the Note Purchasers, Faegre & Benson, 12/11/79 (C).
27. Opinions of counsel to the Manufacturer, Rogers & Wells (photocopy of opinion previously delivered to and addressed to the Trustee and Lessee in connection with the Lease transaction), 5/17/79 (C).

G. Miscellaneous Documents

28. Certificates of Insurance required by Section 19 of the Lease, 11/30/79; 12/7/79; Letter from WR Insurance, Inc., re: Insurance changes (C's), 12/12/79.
29. Evidence of Good Standing (Delaware and New York--Beneficiary), 11/30/79 (C).
30. Evidence of Good Standing (New York--Lessee), 1/3/80 (C).
31. Amortization Schedules, 12/1/79 (C).

H. Receipts

32. Receipt of Trustee for proceeds of the Secured Notes, 12/11/79 (C).
33. Receipt by Note Purchasers for Secured Notes, 12/11/79 (C).

File Folder

Miscellaneous

1. Opinion of General Counsel of Interpool, 4/6/79 (O)
2. Officer's Certificate Re: Charter Docs, 4/6/78 (O)
3. Letter Re: Casualty Payment, 4/10/80 (C)

4. The Companies Act as filed in the Bahamas, 5/9/78 (c)
5. Letter Agreement Re: Payment of Notes, 12/7/79 (C)