



PLM INTERNATIONAL, INC.

655 Montgomery Street
Twelfth Floor
San Francisco, CA 94111

415/989-1860
Telex 34430

October 5, 1988

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

REGISTRATION NO. 1 5885

No. 8-295A031
Date OCT 21 1988
Fee \$ 13.00

OCT 21 1988 - 10 15 AM

INTERSTATE COMMERCE COMMISSION ICC Washington, D. C.

Attn: Mildred Lee

Re: Bill of Sale for Six 100-Ton, 26,000 Gallon
Nominal Capacity Tank Cars

Dear Ms. Lee:

Thank you for the time you spent with me on the telephone this morning explaining the ICC filing procedures. I am enclosing the following documents:

1. One original and one copy of the above-described Bill of Sale
2. Check for \$13.00 payable to the Interstate Commerce Commission for the filing fee.

The seller's address is:

Railcar Maintenance Company
601 California Street, Suite 1301
San Francisco, CA 94108

The buyer's address is:

PLM Growth Fund II
655 Montgomery Street
12th Floor
San Francisco, CA 94111

OCT 21 10 09 AM '88
MOTOR OPERATING UNIT

Once again, thank you for your time and please do not hesitate to contact me if I may be of further assistance.

Very truly yours,

Judith Lawrence
Senior Legal Assistant

JL:cd
Enclosures
100588-58

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/21/88

Judith Lawrence
Senior Legal Assistant
PLM International, Inc.
655 Montgomery Street
Twelfth Floor
San Francisco, CA 94111

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/21/88 at 10:15AM, and assigned recordation number(s). 15885

Sincerely yours,

Nesta R. McLee
Secretary

Enclosure(s)

BILL OF SALE

OCT 21 1988-10 15 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ninety-two Thousand Five Hundred Fifty Dollars (\$92,550.00) received from PLM GROWTH FUND II, a California limited partnership, ("Purchaser"), the receipt and sufficiency of which is hereby acknowledged, RAILCAR MAINTENANCE COMPANY, a DELAWARE corporation (herein "Seller"), does hereby sell, grant, transfer and deliver all its right, title and interest in and to the equipment further described on Exhibit A hereto (herein the "Equipment") unto Purchaser and to its successors and assigns, to have and to hold said Equipment forever.

Seller hereby affirms, represents, and warrants that it has full right, title, and interest in and to the Equipment free of all liens, claims, and encumbrances of any kind or nature whatsoever.

And Seller does for itself, its successors and assigns covenant and agree with Purchaser, its successors and assigns, to warrant and defend title to the Equipment unto Purchaser, its successors and assigns against all and every person and persons whomsoever lawfully claiming or laying claim to the same, by, through or under Seller, except for any defects in title or liens or encumbrances in or to the Equipment arising by reason of Purchaser's own acts. Seller further agrees to indemnify, defend and hold Purchaser harmless from any such claims arising or existing prior to the sale of the Equipment hereunder by all and every person and persons whomsoever claiming or laying claim to the Equipment or making claims concerning the Equipment or its sale or purchase by Seller or Purchaser respectively.

Seller, for itself and its successors and assigns, further covenants and agrees to do, execute and deliver or to cause to be done, executed and delivered, all such further acts, transfers, and assurances, reasonably requested by Purchaser for better assuring, conveying and confirming unto Purchaser and its successors and assigns, the Equipment hereby bargained, sold, assigned, transferred, set over and conveyed, as Purchaser and its successor and assigns shall reasonably request.

SELLER SELLS AND TRANSFERS THE EQUIPMENT "AS IS, WHERE IS" AND SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN PERFORMANCE OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF MATERIAL IN THE EQUIPMENT, OR ANY WARRANTY THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, REGULATION, SPECIFICATION OR CONTRACT WHICH

PROVIDES FOR SPECIFIC MACHINERY, OPERATORS OR SPECIAL METHODS, it being expressly understood that all such risks, as between Seller and Purchaser are to be borne by Purchaser.

IN WITNESS WHEREOF, we have set our hand and seal this 31 day of September, 1988.

RAILCAR MAINTENANCE COMPANY

By: *Marvin B. Hughes*
Marvin B. Hughes

Title: Executive Vice President

State of California)
) SS
County of San Francisco)

On this 31 day of September, 1988, before me Katherine A. Greenwood Notary Public, personally appeared Marvin B. Hughes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Executive Vice President on or behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Katherine A. Greenwood
(Signature of Notary)



LEG-077G

ATTACHMENT I

<u>DESCRIPTION</u>	<u>AAR NUMBER</u>
100 ton 26000 gallon nominal capacity tank cars	PLMX 18000
	PLMX 18001
	PLMX 18002
	PLMX 18003
	PLMX 18004
	PLMX 18005