



**PLM INTERNATIONAL, INC.**  
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 San Francisco, CA 94105-1301

1-217A008

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 (800) 227-0830  
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August 2, 1991

*MILS A*  
 AUG 5 1991 10 00 AM  
 INTERSTATE COMMERCE COMMISSION

**VIA FEDERAL EXPRESS**

Interstate Commerce Commission  
 12th and Constitution Avenue, N.W.  
 Washington, D.C.  
 ATTN: Mildred Lee, Room 2303

17464/B  
 AUG 5 1991 10 00 AM  
 INTERSTATE COMMERCE COMMISSION

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**RE: Forty-five Gondola Railcars**

Dear Ms. Lee:

Please find enclosed for filing the original and one copy of the following documents:

1. Bill of Sale dated as of June 28, 1991;
2. Amended and Restated Railcar Lease Agreement dated as of January 1, 1991; and,
3. Assignment Agreement dated as of June 28, 1991;

I have also enclosed three additional copies of the documents which I would like stamped and returned in the enclosed envelope.

Finally, I have enclosed a check in the amount of \$45.00, which I believe is the filing fee.

Thank you for your assistance. Should you require any further information, please call me at (415) 905-7440, or Anne Shuford at (415) 905-7223.

Sincerely,

*Charles S. Wassell*  
 Charles S. Wassell  
 Assistant General Counsel

CSW:alg  
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REGISTERED IN PUBLIC

AUG 5 1991 10 22 AM

**ASSIGNMENT AGREEMENT** INTERSTATE COMMERCE COMMISSION

ASSIGNMENT, dated as of June 28, 1991 between PLM TRANSPORTATION EQUIPMENT CORPORATION, a California corporation ("PLM"), and FIRST SECURITY BANK OF IDAHO, N.A. ("Lessor").

WHEREAS, the Lessor acting under a trust agreement dated February 15, 1980 has heretofore entered into an amended and restated lease, dated as of January 1, 1991 (the "Lease"), between Lessor and SouthRail, a subsidiary of MidSouth Corporation ("Lessee"), providing for the lease of the (45) forty-five Units to the Lessee;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That, for good and valuable consideration, the receipt of which is hereby acknowledged:

The Lessor hereby assigns, transfers and sets over to PLM all its right, title and interest in and to the Lease, all of the proceeds from the Lease and all other monies, rentals, proceeds and other rights and benefits due or hereafter to become due or to otherwise accrue to the benefit of Lessor under the Lease or from the Equipment excluding however rights and benefits arising as a result of acts, omissions or occurrences on or before the date hereof and all of the rights, powers, privileges and remedies of the Lessor thereunder.

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. All rights of PLM hereunder shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the Lessor has executed this Assignment as of the date first above written.

FIRST SECURITY BANK OF IDAHO, N.A.,  
not in its individual capacity,  
but solely as Trustee

State of Utah )  
: ss:  
County of Salt Lake )

By: Nancy M. Dahl  
Title: Trust Officer

On this 28th day of June, 1991, before me, a notary public in and for said County, personally appeared Nancy M. Dahl, Trust Officer of First Security Bank of Idaho, N.A., as Trustee, the Lessor in the foregoing Assignment Agreement and acknowledged the signing thereof to be her voluntary act and deed.

WITNESS my official signature and seal on this day last above mentioned.



Elizabeth M. Webb  
Notary Public

The foregoing Assignment is accepted and agreed to this 28  
day of June, 1991.

MidSouth Corporation

By: John A. Scott  
Title: VICE PRESIDENTS

SouthRail Corporation

By: John A. Scott  
Title: VICE PRESIDENTS