

SULLIVAN & WORCESTER
1025 CONNECTICUT AVENUE, N. W.
WASHINGTON, D. C. 20036

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1-072A037

March 13, 1991

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mildred Lee

REGISTRATION NO. 8793-B FILED MAR 13 1991

MAR 13 1991 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

Mar 13 2 53 PM '91
FOTON... UNIT

Dear Ms. Lee:

Enclosed for filing and recordation with the Commission is an original and three counterparts of the document described below to be recorded pursuant to 49 U.S.C. § 11303.

This document is a TERMINATION AGREEMENT, dated as of March 6, between PLM-LOUISVILLE, INC., Lessee, LOUISVILLE GAS & ELECTRIC COMPANY, Sub-Lessee, PLM, INC., Assignor, and CHRYSLER CAPITAL CORPORATION (formerly known as International Paper Equipment Leasing Corporation), Assignee.

The primary document to which this document is connected is No. 8793.

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

Assignor: PLM, INC.
One Embarcadero Center
San Francisco, California 94111

Assignee: Chrysler Capital Corporation
225 High Ridge Road
Stamford, Connecticut 07906-7032

The equipment covered by this document is 71 100-ton open-top hopper cars, bearing marks PLMX 1466-1540 (except nos. 1474, 1481, 1486, and 1489).

This document should be indexed as:

*Mar Carter with
HW
3 Counterparts -*

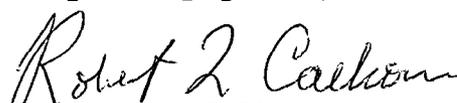
Interstate Commerce Commission
March 13, 1991
Page 2

Purchase and Sale Agreement, dated March 6, 1991, between Chrysler Capital Corporation (formerly International Paper Equipment Leasing Corporation) (Assignee) and PLM, Inc. (Assignor).

This document should be cross-indexed with Recordation No. 8149.

A check in the amount of \$15.00 for the requisite filing fee is enclosed.

Very truly yours,



Robert L. Calhoun
Attorney for American Rail & Marine Corp.

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

3/13/91

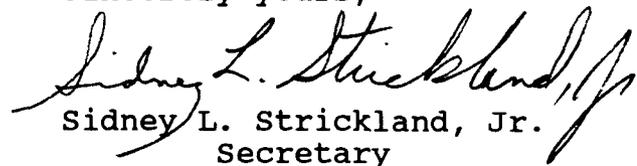
OFFICE OF THE SECRETARY

Robert L. Calhoun
Sullivan & Worcester
1025 Connecticut Avenue, N. W.
Washington, D.C. 20036

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/13/91 at 2:55PM, and assigned recordation number(s). 8793-B, 8793-C and 8793-D.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

MAR 13 1991 2:55 PM

TERMINATION AGREEMENT

INTERSTATE COMMERCE COMMISSION

TERMINATION AGREEMENT (the "Agreement"), dated as of March 5, 1991, among **PLM-LOUISVILLE, INC.**, a California corporation (the "Lessee"), **LOUISVILLE GAS & ELECTRIC COMPANY** ("Louisville"), a Kentucky corporation, **CHRYSLER CAPITAL CORPORATION**, formerly known as International Paper Equipment Leasing Corporation, ("CCC"), a Delaware corporation and **PLM, INC.**, formerly Professional Lease Management, Inc., a California corporation.

WHEREAS, the Lease of Railroad Equipment, dated as of October 31, 1975 (the "Lease", capitalized terms used herein without other definition have the respective meanings set forth in the Lease), between the Lessee and the Continental Illinois National Bank and Trust Company of Chicago, as Owner Trustee was filed on December 22, 1975 with the Interstate Commerce Commission as Document No. 8149-B;

WHEREAS, the Sublease of Railroad Equipment, dated as of October 31, 1975 (the "Sublease") between the Lessee, as sublessor and Louisville, as sublessee was filed on December 22, 1975 with the Interstate Commerce Commission as Document No. 8149-D;

WHEREAS, the Amendment to Sublease, ("Sublease Amendment"), dated as of April 1, 1976 was executed by the Lessee and Louisville and was filed with the Interstate Commerce Commission as Document No. 8149-G;

WHEREAS, the Reassignment Agreement (the "PLM Reassignment") dated as of April 27, 1977, between International

Paper Leasing Corporation and PLM, Inc. (with the Acknowledgment and Consent to Further Assignment attached) was filed on April 17, 1977 with the Interstate Commerce Commission as Document No. 8793-A;

WHEREAS, the Lease, the Sublease, the PLM Reassignment (to the extent of the Sublease and the Equipment) and the Sublease Amendment are hereinafter collectively called the "Operative Documents";

WHEREAS, CCC succeeded International Paper Equipment Leasing Corporation; and

WHEREAS, the parties hereto mutually desire to terminate of record the PLM Reassignment filed with the Interstate Commerce Commission.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and intending to be legally bound, the parties agree as follows:

1. The PLM Reassignment filed with the Interstate Commerce Commission shall terminate of record upon the delivery of a bill of sale for the Equipment to American Rail & Marine.

2. The parties to this Termination Agreement acknowledge and agree that the termination of the PLM Reassignment of record in no way effects any rights or obligations of the parties hereto which survive the expiration of the Operative Documents and related agreements.

3. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of New York without regard to any conflict of law principles.

IN WITNESS WHEREOF, the undersigned have duly executed this Termination Agreement by their respective, authorized officers as of the day and year first written above.

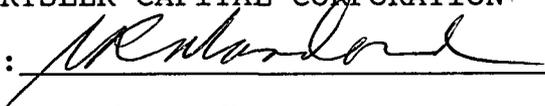
PLM, INC.

By: _____

Title: _____

Date: _____

CHRYSLER CAPITAL CORPORATION

By: 

Title: Senior Vice President

Date: March 7, 1991

TERMINATION AGREEMENT

TERMINATION AGREEMENT (the "Agreement"), dated as of March 5, 1991, among **PLM-LOUISVILLE, INC.**, a California corporation (the "Lessee"), **LOUISVILLE GAS & ELECTRIC COMPANY** ("Louisville"), a Kentucky corporation, **CHRYSLER CAPITAL CORPORATION**, formerly known as International Paper Equipment Leasing Corporation, ("CCC"), a Delaware corporation and **PLM, INC.**, formerly Professional Lease Management, Inc., a California corporation.

WHEREAS, the Lease of Railroad Equipment, dated as of October 31, 1975 (the "Lease", capitalized terms used herein without other definition have the respective meanings set forth in the Lease), between the Lessee and the Continental Illinois National Bank and Trust Company of Chicago, as Owner Trustee was filed on December 22, 1975 with the Interstate Commerce Commission as Document No. 8149-B;

WHEREAS, the Sublease of Railroad Equipment, dated as of October 31, 1975 (the "Sublease") between the Lessee, as sublessor and Louisville, as sublessee was filed on December 22, 1975 with the Interstate Commerce Commission as Document No. 8149-D;

WHEREAS, the Amendment to Sublease, ("Sublease Amendment"), dated as of April 1, 1976 was executed by the Lessee and Louisville and was filed with the Interstate Commerce Commission as Document No. 8149-G;

WHEREAS, the Reassignment Agreement (the "PLM Reassignment") dated as of April 27, 1977, between International

Paper Leasing Corporation and PLM, Inc. (with the Acknowledgment and Consent to Further Assignment attached) was filed on April 17, 1977 with the Interstate Commerce Commission as Document No. 8793-A;

WHEREAS, the Lease, the Sublease, the PLM Reassignment (to the extent of the Sublease and the Equipment) and the Sublease Amendment are hereinafter collectively called the "Operative Documents";

WHEREAS, CCC succeeded International Paper Equipment Leasing Corporation; and

WHEREAS, the parties hereto mutually desire to terminate of record the PLM Reassignment filed with the Interstate Commerce Commission.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and intending to be legally bound, the parties agree as follows:

1. The PLM Reassignment filed with the Interstate Commerce Commission shall terminate of record upon the delivery of a bill of sale for the Equipment to American Rail & Marine.

2. The parties to this Termination Agreement acknowledge and agree that the termination of the PLM Reassignment of record in no way effects any rights or obligations of the parties hereto which survive the expiration of the Operative Documents and related agreements.

3. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of New York without regard to any conflict of law principles.

IN WITNESS WHEREOF, the undersigned have duly executed this Termination Agreement by their respective, authorized officers as of the day and year first written above.

PLM, INC.

By: [Signature]

Title: PRESIDENT

Date: 3/7/91

CHRYSLER CAPITAL CORPORATION

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA

SS.

COUNTY OF SAN FRANCISCO

On this 7th day of March, 1991, before me personally appeared Allen V. Hirsch, to me personally known, who being by me duly sworn, says that he is President of PLM, Inc., that said instrument was signed on behalf of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instruments was the free act and deed of said corporation.

My commission expires:

Christina A. Gaglio

