

LAW OFFICES  
ALVORD AND ALVORD

200 WORLD CENTER BUILDING  
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WASHINGTON, D.C.  
20006

OF COUNSEL  
JESS LARSON  
CABLE ADDRESS  
"ALVORD"  
TELEPHONE  
AREA CODE 202  
393-2266

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD  
ALBERT H. GREENE  
CARL C. DAVIS\*  
CHARLES T. KAPPLER  
ROBERT S. HOPE  
JOHN H. DOYLE  
MILTON C. GRACE\*  
\*NOT A MEMBER OF D.C. BAR

June 12, 1979

9-163A042

RECORDATION NO. 10254-F Filed 1425

Date JUN 12 1979

Secretary  
Interstate Commerce Commission  
Washington, D.C.

JUN 12 1979 - 3 05 PM

Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION  
Washington, D.C.

Dear Sir:

Enclosed for recordation pursuant to the provisions of Section 11303(a) of Title 49 of the United States Code and the regulations thereunder are one counterpart each of Limited Recourse Promissory Note-Security Agreement dated June 12, 1979 and Amendment to Agreement of Lease dated June 12, 1979.

The Agreement of Lease dated April 3, 1979 to which one of the enclosed documents is an amendment was recorded at 12:30 p.m. on April 4, 1979 and assigned Recordation Number 10254-A, and most recently amended by Recordation Number 10254-E.

A general description of the railroad equipment covered by the enclosed documents is, as follows:

Fifty-four (54) 100-ton open top hopper cars, NW Class H-12, bearing identifying marks and numbers UMP 6250 through UMP 6303, both inclusive.

The names and addresses of the parties to the enclosed documents are:

A. Limited Recourse Promissory Note-Security Agreement:

PAYOR or DEBTOR Refco Rail Equipment, Inc.  
39 South LaSalle Street  
Chicago, Illinois 60603

PAYEE or SECURED PARTY Funding Systems Railcars, Inc.  
1000 RIDC Plaza  
Pittsburgh, Pennsylvania 15238

FEE OPERATION BR. I.C.C.

JUN 12 2 57 PM '79

RECEIVED

Handwritten signature: C. T. Kappler

Secretary  
Interstate Commerce Commission  
June 12, 1979  
Page Two

B. Amendment to Agreement of Lease:

LESSOR            Refco Rail Equipment, Inc.  
                  39 South LaSalle Street  
                  Chicago, Illinois 60603

LESSEE            Funding Systems Railcars, Inc.  
                  1000 RIDC Plaza  
                  Pittsburgh, Pennsylvania 15238

The undersigned is agent for the Payee/Lessee mentioned in the enclosed documents for the purpose of submitting the enclosed documents for recordation and has knowledge of the matters set forth therein.

Also enclosed is a remittance in the amount of \$60 in payment of recordation fees.

Very truly yours,

ALVORD AND ALVORD  
as Agent for FUNDING SYSTEMS  
RAILCARS, INC.

By \_\_\_\_\_

Charles T. Kappler

10254-F

RECORDATION NO. 10254-F Filed 1425

AMENDMENT TO AGREEMENT OF LEASE

JUN 12 1979 -3 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT, dated June 12, 1979, by and between REFCO RAIL EQUIPMENT, INC., a Delaware corporation having its principal office and place of business at 39 South LaSalle Street, Chicago, Illinois 60603 ("Lessor"), and FUNDING SYSTEMS RAILCARS, INC., a Delaware corporation having its principal office and place of business at 1000 RIDC Plaza, Pittsburgh, Pennsylvania 15238 ("Lessee").

WHEREAS, the parties hereto have executed and delivered an Agreement of Lease dated April 4, 1979, as amended (the "Agreement of Lease"), and

WHEREAS, the parties hereto desire further to amend the Agreement of Lease to provide for the leasing of additional hopper cars thereunder;

NOW, THEREFORE, the parties hereto, desiring legally to be bound, hereby agree as follows:

1. The term "Equipment" (as such term is defined in Section 2 of the Agreement of Lease) shall hereinafter include the additional hopper cars described on the Schedule attached hereto ("Additional Equipment").

2. The term "Fixed Rent" (as such term is defined) shall hereinafter include the additional amounts referred to in Schedule A attached hereto at the times provided for therein ("Additional Fixed Rent").

3. The Agreement of Lease is hereby amended to reflect the Additional Equipment and Additional Fixed Rent and, as so amended, the Agreement of Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

[SEAL]

LESSOR: REFCO RAIL EQUIPMENT, INC.

WITNESS:

Judith L. Davrik

By:

Allen P. Keller  
V. P.

[SEAL]

LESSEE: FUNDING SYSTEMS RAILCARS, INC.

WITNESS:

Marilyn Bondl

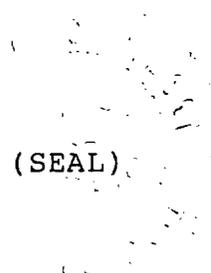
By:

Stanley B. Scheinman  
Stanley B. Scheinman, President

STATE OF ILLINOIS)

COUNTY OF COOK ; SS.:

On this 7<sup>th</sup> day of June, 1979, before me personally appeared Allen Palles to me personally known, who being by me duly sworn, did depose and say that he is the Vice President of Refco Rail Equipment, Inc., the corporation which executed the foregoing Amendment, that the seal affixed to the foregoing Amendment is the corporate seal of said corporation, that said Amendment was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing Amendment was the free act and deed of said corporation.

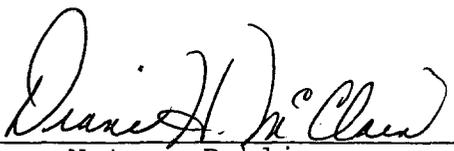
  
Carol W. Wilson  
Notary Public

My Commission Expires Feb. 13, 1981

(SEAL)

STATE OF NEW YORK     )  
                                  :   SS.:  
COUNTY OF NEW YORK    )

On this 8<sup>th</sup> day of June, 1979, before me personally appeared Stanley B. Scheinman to me personally known, who being by me duly sworn, did depose and say that he is the President of Funding Systems Railcars, Inc. the corporation which executed the foregoing Amendment, that the seal affixed to the foregoing Amendment is the corporate seal of said corporation, that said Amendment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing Amendment was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

**DIANE H. McCLAIN**  
Notary Public, State of New York  
No. 52-4807792-Qual. in Suffolk County  
Certified in New York County  
Commission Expires March 30, 1981

SCHEDULE A

The expiration date of the Lease Term with regard to the Equipment described on the annexed Schedule shall be October 31, 1994. Fixed Rent for the Equipment described on the annexed Schedule shall be as follows:

- (1) Monthly installments in the amount of:
  - (a) \$876.58 for each of the first six (6) full months (July through December, 1979) of the term hereof;
  - (b) \$6,314.83 for each of the next twelve (12) months (January, 1980 through December, 1980) during the term hereof;
  - (c) \$6,731.50 for each of the next twelve (12) months (January, 1981 through December, 1981) during the term hereof;
  - (d) \$7,131.50 for each of the next twelve (12) months (January, 1982 through December 1982) during the term hereof;
  - (e) \$23,564.76 for each of the next thirty-six (36) months (January 1983 through December 1985) during the term hereof;
  - (f) \$24,464.76 for each of the next thirty-six (36) months (January, 1986 through December, 1988);
  - (g) \$26,624.76 for each of the next remaining seventy (70) months (January, 1989 through October, 1994) during the term hereof.

Rent for the period ending June 30, 1979 in the amount of \$555.14 shall be due and payable hereunder on June 30, 1979.

SCHEDULE

The Equipment consists of fifty-four (54) 100-tons, open top hopper cars, NW Class H-12, bearing identifying marks and numbers as follows:

UMP 6250-6303, inclusive.

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UMP 6250-6303, inclusive.