

STEPTOE & JOHNSON

ATTORNEYS AT LAW

1330 CONNECTICUT AVENUE

WASHINGTON, D. C. 20036

ROBERT J. CORBER
(202) 429-8108

July 9, 1986

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
12th & Constitution Ave.
Washington, D.C. 20423

13772-B
JUL 9 1986 - 9 33 AM
INTERSTATE COMMERCE COMMISSION

Date 7/9/86
Fee \$ 10.00
ICC Washington, D. C.

Dear Secretary:

Enclosed are the original and two copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a supplement to the Lease Agreement dated August 4, 1982, between Rex Railway, Inc., and Missouri Pacific Railroad Company. The primary document to which this is connected is recorded under Recordation No. 13772. The next available Recordation Number for this document is 13772-B.

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

- Lessor: Rex Railways, Inc., Agent
616 Palisade Ave.
Englewood Cliffs, New Jersey 07632
- Lessee: Missouri Pacific Railroad Co.
210 N. 13th St.
St. Louis, Missouri 63103

The enclosed supplement is an equipment schedule showing ownership of boxcars subject to the Lease Agreement. The boxcars are identified by reporting marks and car numbers.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person presenting this letter with enclosures for recordation.

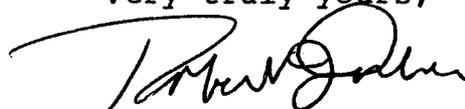
C. Steptoe & Johnson

Ms. Noreta R. McGee
July 9, 1986
Page 2

A short summary of the document to appear in the
index is as follows:

Equipment Schedule Showing Ownership
of Cars Subject to Lease.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert J. Corber".

Robert J. Corber
Attorney

Enclosures as stated

**EQUIPMENT SCHEDULE SHOWING OWNERSHIP OF CARS
SUBJECT TO LEASE AND BILLS OF SALE**

13772-B
Filed 1425

JUL 9 1986 -9 53 AM

Owner	Seller	Number of Cars	Reporting Mark and Car Numbers
	INTERSTATE COMMERCE COMMISSION		
Merrill Lynch Leasing, Inc.	Culbertson, Charles D. (Trust)	3	CHTT 12163, 12164, 12166
Merrill Lynch Leasing, Inc.	Dagg, Earl W. & Melvine T.	1	CHTT 12147
Merrill Lynch Leasing, Inc.	Earheart, Charles L.	2	CHTT 12120, 12127
Merrill Lynch Leasing, Inc.	Ellis, Frank B. (Estate of)	2	CHTT 12115, 12155
Merrill Lynch Leasing, Inc.	Harrold, David E.	2	CHTT 12136, 12137
Merrill Lynch Leasing, Inc.	Larson, John E. and Glendora V.	2	CHTT 12139, 12162
Merrill Lynch Leasing, Inc.	Rogers, Robert M.	4	CHTT 12185, 12186, 12187, 12189
Merrill Lynch Leasing, Inc.	Smith, D.P., Jr	2	CHTT 12195, 12198
Merrill Lynch Leasing, Inc.	Wilde, William Key	2	CHTT 12097, 12190
Merrill Lynch Leasing, Inc.	YU, Fermin T.	2	CHTT 12173, 12174

V E R I F I C A T I O N

Carolyn G. Hubsch, being first duly sworn,
deposes and says that (he) (she) is a Vice President
of Merrill Lynch Leasing, Inc.; that (he) (she) has read the
foregoing and knows the contents thereof; that the attached bills
of sale are true and correct copies of the originals; and that
the information contained therein is true and correct.

Carolyn G. Hubsch

Subscribed and sworn to before me, a Notary Public,
this 2nd day of July, 1986.

My commission expires 3/30/87

Francis X. Flannery
Notary Public

FRANCIS X. FLANNERY
Notary Public, State of New York
No. 60-1247765
Qualified in Westchester County
Term expires March 30, 1987



Trustee Seller

BILL OF SALE AND ASSIGNMENT

We ANDRE V. HARRATI AND Benjamin C. O'Sullivan, Trustees
K, _____ ("the Seller"), in

consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as set forth in the Settlement Agreement among Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Leasing Inc. ("the Purchaser") and James B. Helmer, Jr. and Timothy L. Bouscaren as Class Counsel for and on behalf of the Class, the receipt of which consideration is hereby acknowledged, hereby grant, bargain, sell, convey, transfer and set over unto the Purchaser, its successors and assigns, the following described units of used railroad equipment on an "as is, where is" basis ("the Equipment"):

<u>Number of Units</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Serial Number</u>
4	70-Ton 50' 6" Boxcar(s)	ICG	531366
		CHTT	12163
		CHTT	12164
		CHTT	12166

JLL ADV

TO HAVE AND TO HOLD the Equipment for its own use and behalf forever. The Seller hereby represents and warrants to the Purchaser, its successors and assigns, that the Seller is the lawful owner of the Equipment having the lawful right to sell such Equipment, that the Seller has good title to the Equipment, free and clear of any and all mortgages, charges, pledges, liens, claims, or encumbrances of any kind, that good title is conveyed to the Purchaser and that the Seller will warrant and defend such title against all claims and demands whatsoever.

The Seller also represents and warrants to the Purchaser that this Bill of Sale and Assignment is a legal, valid and binding

obligation of the Seller, enforceable against the Seller in accordance with its terms, that the Seller has full power and authority as trustee to sell the Equipment, to enter into the sale transaction provided for herein and to execute and deliver this Bill of Sale and Assignment, and that the execution, delivery and performance by the Seller of this Bill of Sale have been duly and validly authorized by all necessary action of the Seller and does not violate or conflict with any provision of the Seller's trust agreement or other trust documents, any statutes, rules, regulations, orders or decrees to which the Seller is subject, or any provision of any agreement or instrument to which the Seller is a party or by which the Seller is bound.

The Seller hereby assigns to the Purchaser any and all warranties, express or implied, that the Seller may have against the manufacturer of the Equipment or against any other person or entity relating to materials or work performed on the Equipment.

The parties to this instrument acknowledge that title and risk of loss shall pass to the Purchaser as of the date of the Closing.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly exercised this 13th day of June, 1986.

Benjamin C. Sullivan
Charles W. Stewart, Seller
Trustee under DECLARATION OF
TRUST of CHARLES W. CALBERTSON
DATED Dec. 18, 1969, as amended

STATE OF New York)
COUNTY OF New York) SS:

On this 13th day of JUNE, 1986, before me personally appeared Andre V. Sturrett (name of signer of foregoing instrument), to me personally known, who being by me duly sworn, says that he is the trustee of the DECLARATION OF TRUST OF CHARLES D. CULBERTSON dated 12/18/69, as amended (name of trust), that such instrument was signed on behalf of such trust, and he acknowledged that the execution of the foregoing instrument was the free act and deed of himself as trustee and such trust.

Melaris Owens
(Notary Public)

[SEAL]

My commission expires 11/30/88

State of New York }
County of New York } SS:

On this 13th day of June 1986, before me personally appeared Benjamin C. O'Sullivan, to me known personally who, being by me duly sworn, says that he is the trustee of the Declaration of Trust of Charles D. Culbertson, dated December 18, 1969, as amended, that such trust instrument was signed on behalf of such trust, and he acknowledged that the execution of the foregoing instrument was the free act and deed of himself as trustee and such trust.

Fay Hollerbach
Notary Public

FAY HOLLERBACH
Notary Public, State of New York
No. 31-4686644
Qualified in New York County
Commission Expires March 30, 1987

CERTIFICATE OF DEATH

8009 012168

STATE FILE NUMBER			STATE OF CALIFORNIA			LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER			
1A. NAME OF DECEDENT—FIRST		1B. MIDDLE		1C. LAST		2A. DATE OF DEATH (MONTH, DAY, YEAR)		2B. HOUR	
Charles		Dewey		Culbertson		October 15, 1985		0219	
3. SEX	4. RACE/ETHNICITY	5. SPANISH/HISPANIC	6. DATE OF BIRTH		7. AGE	IF UNDER 1 YEAR	IF UNDER 24 HOURS		
Male	White	<input checked="" type="checkbox"/>	April 3, 1898		87 YEARS	MONTHS	DAYS	HOURS MINUTES	
8. BIRTHPLACE OF DECEDENT (STATE OR FOREIGN COUNTRY)		9. NAME AND BIRTHPLACE OF FATHER				10. BIRTH NAME AND BIRTHPLACE OF MOTHER			
Wisconsin		Clarence Culbertson-PA				Lillian McCaffrey-MN			
11A. CITIZEN OF WHAT COUNTRY	11B. IF DECEASED WAS EVER IN MILITARY GIVE DATES OF SERVICE		12. SOCIAL SECURITY NUMBER		13. MARITAL STATUS	14. NAME OF SURVIVING SPOUSE (IF WIFE, ENTER BIRTH NAME)			
U.S.A.	19 Unk to 19 Unk		530-32-8427		Married	Eugenia Buergin			
15. PRIMARY OCCUPATION		16. NUMBER OF YEARS THIS OCCUPATION	17. EMPLOYER (IF SELF-EMPLOYED, SO STATED)		18. KIND OF INDUSTRY OR BUSINESS				
Banker		50	Self-Employed		Banking				
19A. USUAL RESIDENCE—STREET ADDRESS (STREET AND NUMBER OR LOCATION)					19B.	19C. CITY OR TOWN			
1710 Avenida del Mundo						Coronado			
19D. COUNTY			19E. STATE		20. NAME AND ADDRESS OF INFORMANT—RELATIONSHIP				
San Diego			CA		PRENEED TELOPHASE: 1710 Avenida del Mundo Coronado, CA 92118				
21A. PLACE OF DEATH			21B. COUNTY						
UCSD Medical Center			San Diego						
21C. STREET ADDRESS (STREET AND NUMBER OR LOCATION)			21D. CITY OR TOWN						
225 Dickinson Street			San Diego						
22. DEATH WAS CAUSED BY: IMMEDIATE CAUSE		(ENTER ONLY ONE CAUSE PER LINE FOR A, B, AND C)						24. WAS DEATH REPORTED TO CORONER?	
CONDITIONS, IF ANY, WHICH GAVE RISE TO THE IMMEDIATE CAUSE, STATING THE UNDERLYING CAUSE LAST.		(A) Cardiac Arrest				APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH	No		
		DUE TO, OR AS A CONSEQUENCE OF Hemo Pericardial					25. WAS BIOPSY PERFORMED?		
		(B) Dissecting Aortic Aneurysm.					No		
		(C)					26. WAS AUTOPSY PERFORMED?		
							Yes		
23. OTHER SIGNIFICANT CONDITIONS—CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 22A					27. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEMS 22 OR 23? TYPE OF OPERATION				
None					No				
28A. I CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED.			28B. PHYSICIAN—SIGNATURE AND DEGREE OR TITLE		28C. DATE SIGNED	28D. PHYSICIAN'S LICENSE NUMBER			
I ATTENDED DECEDENT SINCE (ENTER MO. DA. YR.)			I LAST SAW DECEDENT ALIVE (ENTER MO. DA. YR.)		Thomas Sweet, MD.		10-16-85 G 56181		
10-11-85			10-15-85		28E. TYPE PHYSICIAN'S NAME AND ADDRESS				
					Thomas Sweet, M.D. San Diego, CA 92103				
29. SPECIFY ACCIDENT, SUICIDE, ETC.		30. PLACE OF INJURY		31. INJURY AT WORK	32A. DATE OF INJURY—MONTH, DAY, YEAR		32B. HOUR		
33. LOCATION (STREET AND NUMBER OR LOCATION AND CITY OR TOWN)				34. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)					
35A. I CERTIFY THAT DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED, AS REQUIRED BY LAW I HAVE HELD AN (INQUEST- INVESTIGATION)				35B. CORONER—SIGNATURE AND DEGREE OR TITLE			35C. DATE SIGNED		
36. DISPOSITION		37. DATE—MONTH, DAY, YEAR		38. NAME AND ADDRESS OF CEMETERY OR CREMATORY			39. EMBALMER'S LICENSE NUMBER AND SIGNATURE		
CREMATION		OCT 19 1985		CREMAR CREMATORY-ANAHEIM, CA.			NOT EMBALMED		
40A. NAME OF FUNERAL DIRECTOR (OR PERSON ACTING AS SUCH)		40B. LICENSE NO.		41. LOCAL REGISTRAR—SIGNATURE		42. DATE ACCEPTED BY LOCAL REGISTRAR			
THE TELOPHASE SOCIETY		F1272		Ronald S. Ramos, M.D.		OCT 18 1985			
STATE REGISTRAR	A.	B.	C.	D.	E.	F.			

COUNTY OF SAN DIEGO - DEPT. OF HEALTH SERVICES 1700 PACIFIC HWY.
THIS IS TO CERTIFY THAT, IF BEARING THE OFFICIAL SEAL OF THE SAN DIEGO
DEPT. OF HEALTH SERVICES, THIS IS A TRUE COPY OF THE ORIGINAL DOCUMENT
FILED.
FEE PAID: \$4.00
DATE ISSUED: December 26, 1985 REGISTRAR OF VITAL STATISTICS.
Ronald S. Ramos, M.D.

Individual Seller

BILL OF SALE AND ASSIGNMENT

I, EARL W. DAGG
MELVINE T. DAGG ("the Seller"), in

consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as set forth in the Settlement Agreement among Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Leasing Inc. ("the Purchaser") and James B. Helmer, Jr. and Timothy L. Bouscaren as Class Counsel for and on behalf of the Class, the receipt of which consideration is hereby acknowledged, hereby grant, bargain, sell, convey, transfer and set over unto the Purchaser, its successors and assigns, the following described units of used railroad equipment on an "as is, where is" basis ("the Equipment"):

<u>Number of Units</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Serial Number</u>
4/	70-Ton 50' 6" Boxcar(s)	CHTT012147 ICG 531 354 ICG 531 917 ICG 531 918	

TO HAVE AND TO HOLD the Equipment for its own use and behalf forever. The Seller hereby represents and warrants to the Purchaser, its successors and assigns, that the Seller is the lawful owner of the Equipment having the lawful right to sell such Equipment, that the Seller has good title to the Equipment, free and clear of any and all mortgages, charges, pledges, liens, claims, or encumbrances of any kind, that good title is conveyed to the Purchaser and that the Seller will warrant and defend such title against all claims and demands whatsoever.

The Seller hereby assigns to the Purchaser any and all warranties, express or implied, that the Seller may have against the manufacturer of the Equipment or against any other person or entity relating to materials or work performed on the Equipment.

The parties to this instrument acknowledge that title and risk of loss shall pass to the Purchaser as of the date of the Closing.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly exercised this 12 day of June, 1986

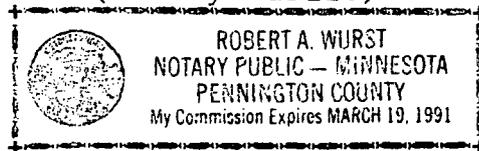
Earl W. Dagg
Earl W. Dagg, Seller

STATE OF MINNESOTA)
COUNTY OF PENNINGTON) SS:

On this 12th day of JUNE, 1986, before me personally appeared EARL W. DAGG AND UELVINE T. DAGG (name of signer of foregoing instrument), to me known to be the person described in and who executed the foregoing instrument and he or she acknowledged that he or she executed the same as his or her free act and deed.

Robert A. Wurst
(Notary Public)

[SEAL]



My commission expires _____

Individual Seller

BILL OF SALE AND ASSIGNMENT

I, CHARLES L. FARMER ("the Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as set forth in the Settlement Agreement among Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Leasing Inc. ("the Purchaser") and James B. Helmer, Jr. and Timothy L. Bouscaren as Class Counsel for and on behalf of the Class, the receipt of which consideration is hereby acknowledged, hereby grant, bargain, sell, convey, transfer and set over unto the Purchaser, its successors and assigns, the following described units of used railroad equipment on an "as is, where is" basis ("the Equipment"):

<u>Number of Units</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Serial Number</u>
4	70-Ton 50' 6" Boxcar(s)	CHTT012120 CHTT012127 1CG531300 1CG531358	

TO HAVE AND TO HOLD the Equipment for its own use and behalf forever. The Seller hereby represents and warrants to the Purchaser, its successors and assigns, that the Seller is the lawful owner of the Equipment having the lawful right to sell such Equipment, that the Seller has good title to the Equipment, free and clear of any and all mortgages, charges, pledges, liens, claims, or encumbrances of any kind, that good title is conveyed to the Purchaser and that the Seller will warrant and defend such title against all claims and demands whatsoever.

The Seller hereby assigns to the Purchaser any and all warranties, express or implied, that the Seller may have against the manufacturer of the Equipment or against any other person or entity relating to materials or work performed on the Equipment.

The parties to this instrument acknowledge that title and risk of loss shall pass to the Purchaser as of the date of the Closing.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly exercised this 17th day of JUNE, 1986.

CHARLES L. FARNHEART
Charles L. Farnheart, Seller

STATE OF Tennessee
COUNTY OF Sevier) SS:

On this 17th day of June, 1986, before me personally appeared Charles L. Farnheart (name of signer of foregoing instrument), to me known to be the person described in and who executed the foregoing instrument and he or she acknowledged that he or she executed the same as his or her free act and deed.

Jacqueline C. [Signature]
(Notary Public)

[SEAL]

My commission expires 1-18-87

BILL OF SALE AND ASSIGNMENT

Diana S. Ellis, Personal Representative
 I, of the Estate of Frank B. Ellis ("the Seller"), in
 Deceased

consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as set forth in the Settlement Agreement among Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Leasing Inc. ("the Purchaser") and James B. Helmer, Jr. and Timothy L. Bouscaren as Class Counsel for and on behalf of the Class, the receipt of which consideration is hereby acknowledged, hereby grant, bargain, sell, convey, transfer and set over unto the Purchaser, its successors and assigns, the following described units of used railroad equipment on an "as is, where is" basis ("the Equipment"):

<u>Number of Units</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Serial Number</u>
4	70-Ton 50' 6" Boxcar(s)	12115 12154 ICG 531360 12152 ICG 531328 12155	CHIT VTR12115 VTR12151 VTR12152 CHIT VTR12155

JLL Aray

TO HAVE AND TO HOLD the Equipment for its own use and behalf forever. The Seller hereby represents and warrants to the Purchaser, its successors and assigns, that the Seller is the lawful owner of the Equipment having the lawful right to sell such Equipment, that the Seller has good title to the Equipment, free and clear of any and all mortgages, charges, pledges, liens, claims, or encumbrances of any kind, that good title is conveyed to the Purchaser and that the Seller will warrant and defend such title against all claims and demands whatsoever.

Individual Seller

BILL OF SALE AND ASSIGNMENT

I, DAVID E. HARROLD ("the Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as set forth in the Settlement Agreement among Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Leasing Inc. ("the Purchaser") and James B. Helmer, Jr. and Timothy L. Bouscaren as Class Counsel for and on behalf of the Class, the receipt of which consideration is hereby acknowledged, hereby grant, bargain, sell, convey, transfer and set over unto the Purchaser, its successors and assigns, the following described units of used railroad equipment on an "as is, where is" basis ("the Equipment"):

<u>Number of Units</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Serial Number</u>
4	70-Ton 50' 6" Boxcar(s)	CHTT 012136 CHTT 012137 ICG 531306 ICG 531922	

TO HAVE AND TO HOLD the Equipment for its own use and behalf forever. The Seller hereby represents and warrants to the Purchaser, its successors and assigns, that the Seller is the lawful owner of the Equipment having the lawful right to sell such Equipment, that the Seller has good title to the Equipment, free and clear of any and all mortgages, charges, pledges, liens, claims, or encumbrances of any kind, that good title is conveyed to the Purchaser and that the Seller will warrant and defend such title against all claims and demands whatsoever.

The Seller hereby assigns to the Purchaser any and all warranties, express or implied, that the Seller may have against the manufacturer of the Equipment or against any other person or entity relating to materials or work performed on the Equipment.

The parties to this instrument acknowledge that title and risk of loss shall pass to the Purchaser as of the date of the Closing.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly exercised this 9 day of June, 1986.

David Harold
_____, Seller

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

On this 7th day of June, 1986, before me personally appeared David Harold (name of signer of foregoing instrument), to me known to be the person described in and who executed the foregoing instrument and he or she acknowledged that he or she executed the same as his or her free act and deed.

Karen J. P.

(Notary Public)

!SEAL!

My commission expires 5/20/89

Individual Seller

BILL OF SALE AND ASSIGNMENT

W. John Larson & Helmer, Jr. & Larson ("the Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as set forth in the Settlement Agreement among Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Leasing Inc. ("the Purchaser") and James B. Helmer, Jr. and Timothy L. Bouscaren as Class Counsel for and on behalf of the Class, the receipt of which consideration is hereby acknowledged, hereby grant, bargain, sell, convey, transfer and set over unto the Purchaser, its successors and assigns, the following described units of used railroad equipment on an "as is, where is" basis ("the Equipment"):

<u>Number of Units</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Serial Number</u>
4	70-Ton 50' 6" Boxcar(s) 1978 B program	{ CHTT 12139 ^v - 12162 ^v ICG 531313 ^v ICG 531388 ^v	

TO HAVE AND TO HOLD the Equipment for its own use and behalf forever. The Seller hereby represents and warrants to the Purchaser, its successors and assigns, that the Seller is the lawful owner of the Equipment having the lawful right to sell such Equipment, that the Seller has good title to the Equipment, free and clear of any and all mortgages, charges, pledges, liens, claims, or encumbrances of any kind, that good title is conveyed to the Purchaser and that the Seller will warrant and defend such title against all claims and demands whatsoever.

The Seller hereby assigns to the Purchaser any and all warranties, express or implied, that the Seller may have against the manufacturer of the Equipment or against any other person or entity relating to materials or work performed on the Equipment.

The parties to this instrument acknowledge that title and risk of loss shall pass to the Purchaser as of the date of the Closing.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly exercised this 16 day of June, 1986.

John E. Larson
Blondora V. Larson, Seller

STATE OF Florida)
COUNTY OF Seminole) SS:

On this 16th day of June, 1986, before me personally appeared John E. & Blondora V. Larson (name of signer of foregoing instrument), to me known to be the person described in and who executed the foregoing instrument and he or she acknowledged that he or she executed the same as his or her free act and deed.

Jayce C. O'Brien
(Notary Public)

[SEAL]

Notary Public, State of Florida at Large
My Commission Expires May 21, 1990
My commission expires BONDED THRU KRAFT INSURANCE AGENCY, INC.

Individual Seller

BILL OF SALE AND ASSIGNMENT

I, M. ROBERT ROGERS ("the Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as set forth in the Settlement Agreement among Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Leasing Inc. ("the Purchaser") and James B. Helmer, Jr. and Timothy L. Bouscaren as Class Counsel for and on behalf of the Class, the receipt of which consideration is hereby acknowledged, hereby grant, bargain, sell, convey, transfer and set over unto the Purchaser, its successors and assigns, the following described units of used railroad equipment on an "as is, where is" basis ("the Equipment"):

<u>Number of Units</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Serial Number</u>
4	70-Ton 50' 6" Boxcar(s)	CH TT	12 185
		CH TT	12 186
		CH TT	12 187
		CH TT	12 189

TO HAVE AND TO HOLD the Equipment for its own use and behalf forever. The Seller hereby represents and warrants to the Purchaser, its successors and assigns, that the Seller is the lawful owner of the Equipment having the lawful right to sell such Equipment, that the Seller has good title to the Equipment, free and clear of any and all mortgages, charges, pledges, liens, claims, or encumbrances of any kind, that good title is conveyed to the Purchaser and that the Seller will warrant and defend such title against all claims and demands whatsoever.

The Seller hereby assigns to the Purchaser any and all warranties, express or implied, that the Seller may have against the manufacturer of the Equipment or against any other person or entity relating to materials or work performed on the Equipment.

The parties to this instrument acknowledge that title and risk of loss shall pass to the Purchaser as of the date of the Closing.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly exercised this 19TH day of JUNE, 1986.

M. ROBERT ROGERS
M. Robert Rogers, Seller

STATE OF VIRGINIA) JLC ARMY
) SS:
COUNTY OF Augusta)

On this 19TH day of JUNE, 1986, before me personally appeared M. ROBERT ROGERS (name of signer of foregoing instrument), to me known to be the person described in and who executed the foregoing instrument and he or she acknowledged that he or she executed the same as his or her free act and deed.

Jammy J. Kelley
(Notary Public)

[SEAL]

My commission expires 11/16/86

Individual Seller

BILL OF SALE AND ASSIGNMENT

I, WILLIAM KEY WILDE ("the Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as set forth in the Settlement Agreement among Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Leasing Inc. ("the Purchaser") and James B. Helmer, Jr. and Timothy L. Bouscaren as Class Counsel for and on behalf of the Class, the receipt of which consideration is hereby acknowledged, hereby grant, bargain, sell, convey, transfer and set over unto the Purchaser, its successors and assigns, the following described units of used railroad equipment on an "as is, where is" basis ("the Equipment"):

<u>Number of Units</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Serial Number</u>
1	70-Ton 50' 6" Boxcar(s)	CHTT	012097
1	70-Ton 50' 6" Boxcar	CHTT	012190
1	70-Ton 50' 6" Boxcar	ICG	531351
1	70-Ton 50' 6" Boxcar	ICG	531361

TO HAVE AND TO HOLD the Equipment for its own use and behalf forever. The Seller hereby represents and warrants to the Purchaser, its successors and assigns, that the Seller is the lawful owner of the Equipment having the lawful right to sell such Equipment, that the Seller has good title to the Equipment, free and clear of any and all mortgages, charges, pledges, liens, claims, or encumbrances of any kind, that good title is conveyed to the Purchaser and that the Seller will warrant and defend such title against all claims and demands whatsoever.

The Seller hereby assigns to the Purchaser any and all warranties, express or implied, that the Seller may have against the manufacturer of the Equipment or against any other person or entity relating to materials or work performed on the Equipment.

The parties to this instrument acknowledge that title and risk of loss shall pass to the Purchaser as of the date of the Closing.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly exercised this 11th day of June, 1986

William Key Wilde
William Key Wilde, Seller

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

On this 11th day of June, 1986, before me personally appeared WILLIAM KEY WILDE (name of signer of foregoing instrument), to me known to be the person described in and who executed the foregoing instrument and he or she acknowledged that he or she executed the same as his or her free act and deed.

Helen Joyce Long
(Notary Public)
HELEN JOYCE LONG
Notary Public, State of Texas
My Commission Expires February 2, 1988

[SEAL]

My commission expires _____

Individual Seller

BILL OF SALE AND ASSIGNMENT

I, Fermin T. Yu ("the Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as set forth in the Settlement Agreement among Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Leasing Inc. ("the Purchaser") and James B. Helmer, Jr. and Timothy L. Bouscaren as Class Counsel for and on behalf of the Class, the receipt of which consideration is hereby acknowledged, hereby grant, bargain, sell, convey, transfer and set over unto the Purchaser, its successors and assigns, the following described units of used railroad equipment on an "as is, where is" basis ("the Equipment"):

<u>Number of Units</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Serial Number</u>
4	70-Ton 50' 6" Boxcar(s)	CHTT 012173 CHTT 012174 ICG 531331 ICG 531359	

TO HAVE AND TO HOLD the Equipment for its own use and behalf forever. The Seller hereby represents and warrants to the Purchaser, its successors and assigns, that the Seller is the lawful owner of the Equipment having the lawful right to sell such Equipment, that the Seller has good title to the Equipment, free and clear of any and all mortgages, charges, pledges, liens, claims, or encumbrances of any kind, that good title is conveyed to the Purchaser and that the Seller will warrant and defend such title against all claims and demands whatsoever.

The Seller hereby assigns to the Purchaser any and all warranties, express or implied, that the Seller may have against the manufacturer of the Equipment or against any other person or entity relating to materials or work performed on the Equipment.

The parties to this instrument acknowledge that title and risk of loss shall pass to the Purchaser as of the date of the Closing.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly exercised this 11th day of June, 1986.

F. Yu
Fermin T. Yu, Seller.

STATE OF Ohio)
COUNTY OF Jumball } SS:

On this 11th day of June, 1986, before me personally appeared Fermin T. Yu (name of signer of foregoing instrument), to me known to be the person described in and who executed the foregoing instrument and he or she acknowledged that he or she executed the same as his or her free act and deed.

Paula Silver-Offordale
(Notary Public)

[SEAL]

My commission expires 8/1/89