14 WALL STREET, NEW YORK, N. Y. 10005
(212) 732-1040, TELEX: 126201

280 PARK AVENUE, NEW YORK, N. Y. 10017
(212) 732-1040; TELEX: 126697

125 WORTH AVENUE, PALM BEACH, FLORIDA 33480
(305) 833-1040, TELEX: 803454

WHITE & CASE
1747 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006
(202) 872-0013
TELEX: 89543

20 PLACE VENDÔME, 75001 PARIS, FRANCE
260. 34. 05; TELEX: 220242

66 GRESHAM ST., LONDON EC2V 7LB, ENGLAND
726-6361; TELEX: 884757

2 ICE HOUSE STREET, HONG KONG
5-253061; TELEX: 63604

11370

August 17, 1983

BY HAND DELIVERY

RECORDATION NO. 11370-C Filed 1425

AUG 18 1983 -2 50 PM

INTERSTATE COMMERCE COMMISSION

Secretary of the
Interstate Commerce Commission
Recordation Office
Interstate Commerce Commission
Constitution Avenue and
Twelfth Street, N.W.
Room 2303
Washington, D.C. 20423

Dear Sir:

Enclosed for recordation are two copies of a court order dated February 24, 1983 issued by the United States Bankruptcy Court for the Northern District of Illinois, one of which copies has been certified as a true and correct copy by the clerk of court. The order and the subsequent foreclosure sale described below declare and effect by force of law the release of all interests in certain railcars described below by Funding Systems Railcars, Inc., Upper Merion & Plymouth Railroad Co., Refco Transport Equipment, Inc., Comet Leasing Corporation, and Indianapolis Life Insurance Company, as secured party.

The enclosed court order also authorizes the sale at auction of the interests in said railcars so released by the above-mentioned parties. Such a sale was subsequently conducted, and by it Indianapolis Life Insurance Company acquired all the interests in said railcars so released by the above mentioned parties, as documented by instruments being filed for recordation with this Commission immediately following the filing of this release.

The parties to the enclosed release and the railcars affected thereby are as follows:

NAMES AND ADDRESSES OF PARTIES

1. Parties Releasing All Interests (Transferors):

FUNDING SYSTEMS RAILCARS, INC.
Tri-State Center, Suite 370
2215 Sanders Road
Northbrook, IL 60062

UPPER MERION & PLYMOUTH RAILROAD CO.
P.O. Box 404
Conshohocken, PA 19428

REFCO TRANSPORT EQUIPMENT, INC.
222 West Adams Street
Chicago, IL 60606

COMET LEASING CORPORATION
c/o Leon Baker, Esq.
Gordon, Hurwitz, Butowsky, Baker,
Weitzen & Shalov
299 Park Avenue
New York, NY 10171

INDIANAPOLIS LIFE INSURANCE
COMPANY (as secured party)
P.O. Box 1230B
North Meridian Street at 30th
Indianapolis, IN 46206

2. Party Subsequently Acquiring Those Interests (Transferee):

INDIANAPOLIS LIFE INSURANCE COMPANY
P.O. Box 1230B
North Meridian Street at 30th
Indianapolis, IN 46206

RAILCARS IN WHICH PRIOR INTERESTS
ARE HEREBY RELEASED

Fifty-five (55) 70-ton Type XM rebuilt railroad boxcars bearing the following most recent road numbers, inclusive:

HCRC 1001-1046
HCRC 1051-1052
HCRC 1054-1058
HCRC 1060-1061

The prior interests that are hereby released were recorded with the Commission in the following documents, among others:

1. Security Agreement dated December 27, 1979 between Funding Systems Railcars, Inc. ("FSR") and American National Bank & Trust Company of Chicago ("ANB&T"); affects cars HCRC 1001-1035; filed December 28, 1979, Recordation No. 11270.

2. Assignment and Agreement dated May 28, 1980 between FSR and ANB&T; affects cars HCRC 1001-1035; filed May 28, 1980, Recordation No. 11270A.

3. Amendment to December 27, 1979 Security Agreement dated May 18, 1980 between FSR and ANB&T; affects cars HCRC 1001-1035; filed May 28, 1980, Recordation No. 11270B.

Please find enclosed a check in the amount of $10 in payment of the applicable filing fee. Please cause the enclosed certified copy of the court order to be recorded, and please stamp and return the remaining copy thereof to:

WHITE & CASE
1747 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Attention: T. L. Higginson, Jr.

Thank you for your assistance.

Yours truly,

INDIANAPOLIS LIFE INSURANCE COMPANY

By: Thomas C. Higginbotham
Attorney

RECORDATION NO. 11270-C
Filed 1425
AUG 18 1983 -2 20 PM
INTERSTATE COMMERCE COMMISSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EOD FEB 24 1983

IN RE:	)	
	)	
FUNDING SYSTEMS RAILCARS, INC.	)	No. 81 B 11964
	)	
Debtor.	)	
	)	

ORDER CERTIFYING CAUSE FOR DETERMINATION

This cause coming on to be heard on the Notice of Hearing and Application for the entry of an Agreed Order by Funding Systems Railcars, Inc., debtor and debtor in possession, and the Court having heard argument from counsel for all interested parties, the Court having reviewed the pleadings, the Application and the Agreed Order, and the Court finding that questions of jurisdictional fact and law are raised herein, THIS CAUSE IS HEREBY CERTIFIED PURSUANT TO E(2)(a)(ii) OF THE GENERAL ORDER OF THE UNITED STATES DISTRICT COURT DATED DECEMBER 20,1982 TO H. STUART CUNNINGHAM, CLERK OF THE UNITED STATES DISTRICT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR ASSIGNMENT TO THE HONORABLE PAUL PLUNKETT, WHO IS HEARING THE APPEALS IN THE ABOVE-CAPTIONED CASE.

FREDERICK J. HERTZ
U.S. BANKRUPTCY JUDGE

Dated: February 24,1983

This is to certify that the within and attached document is a full, true and correct copy of the original thereof as the same appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

WALTER F. NELSON
CLERK OF COURT
By ..... Deputy Clerk
Dated MAY 13 1983

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EOD FEB 24 1983

IN RE:	)	
	)	NO. 81 B 11964
FUNDING SYSTEMS	)	
RAILCARS, INC.	)	JUDGE HERTZ
	)	Bankruptcy Judge
Debtor	)	

JUDGE ROSENBERG

AGREED ORDER

THIS CAUSE coming on to be heard on the Notice of Hearing and Application for the entry of this Agreed Order by FUNDING SYSTEMS RAILCARS, INC., debtor and debtor in possession, ("FSR"), and the Court having heard argument from counsel for all interested parties, the Court having reviewed the pleadings, the Application and the Agreed Order, and now being fully advised in the premises;

IT IS HEREBY FOUND THAT:

A. Due and proper notice of the hearing to be had upon the Application and the entry of this Order has been given to all parties entitled thereto.

B. Twenty days' notice to all creditors and parties in interest has been waived for cause shown pursuant to the provisions of Rule 2002(b)(3) of the Interim Bankruptcy Rules.

C. The parties hereto have entered into an agreement whose terms are incorporated into this Order.

D. FSR presently is the debtor and debtor in possession in a reorganization case pending under chapter 11 of the Bankruptcy Code as Case No. 81 B 11964.

This is to certify that the within and attached document is a full, true and correct copy of the original thereof as the same appears on file in the office of the Clerk of the United States Bankruptcy Court for the Northern District of Illinois.

WAYNE E. NELSON
CLERK OF COURT
By [signature]
Deputy Clerk
Dated MAY 12 1983

E. The Upper Merion & Plymouth Railroad Company ("UMP") is a subsidiary of FSR.

F. Refco Transport Equipment, Inc. ("Refco") is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located in Chicago and is the owner of certain railcar equipment more particularly described below.

G. Comet Leasing Corporation ("Comet") is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located in New York, and was an investor in certain railcar equipment more particularly described below.

H. American National Bank and Trust Company of Chicago ("ANB&T") is a banking corporation organized and existing under the laws of the United States, with its principal place of business located in Chicago, Illinois, which lent certain sums of money in connection with the acquisition of certain railcar equipment, as more particularly described below. All of ANB&T's right, title and interest in and to the railcar equipment has been assigned to Indianapolis Life Insurance Company.

I. Indianapolis Life Insurance Company ("ILI"), ANB&T, FSR, UMP, Refco, and Comet have entered into certain documentation relating to the financing, acquisition and lease of 55 boxcars, more particularly described on Exhibit A hereto and hereinafter collectively referred to as the "ILI Loan Documents".

J. Pursuant to the ILI Loan Documents, ILI presently has a valid, perfected first position security interest in 55 boxcars, more particularly described on Exhibit B ("The ILI Boxcars").

K. FSR has failed to make payments due ILI pursuant to the terms of the ILI Loan Documents.

L. The ILI Boxcars presently are in the possession and/or control of FSR or of one of its sublessees, under a certain lease and management agreement between UMP and the Hillsdale County Railroad Co., pursuant to a lease and management agreement between FSR and UMP ("the Hillsdale lease").

M. The ILI Boxcars are not necessary for FSR's effective reorganization.

N. FSR contends that certain sums aggregating $53,701.83 were paid by it to ILI, within 90 days of the filing of this case, which sums constitute alleged avoidable preferential transfers. ILI denies such claims, but to avoid the burden, expense, and uncertainties of litigation, the parties have agreed to settle and to compromise their differences according to the terms of this Order.

O. As the parties have agreed, any and all right, title and interest of FSR, UMP, Refco, Comet, or any one or more of them in and to the ILI Boxcars and in and to any lease, management agreement, remarketing agreement or contract concerning the ILI Boxcars as evidenced by the ILI Loan Documents or otherwise is being abandoned, rejected and terminated.

P. The Court having concluded that (1) FSR's abandonment of its right, title and interest in and to the ILI Boxcars, (2) its rejection of all agreements relating to the ILI Boxcars, and (3) the entry of this Order are in the

best interests of the estate, its creditors, and the parties in interest, and will further FSR's attempt to have a plan of reorganization confirmed;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. FSR's right, title and interest in and to the ILI Boxcars and in and to any lease, management agreement, remarketing agreement or contract (to the extent such agreement or contract is executory) concerning the ILI Boxcars as evidenced by the ILI Loan Documents or otherwise be and hereby is abandoned, rejected and terminated, except as otherwise provided in this Order. ILI acknowledges that pursuant to a lease and management agreement between FSR and UMP, UMP has leased certain of the ILI Boxcars to the Hillsdale County Railroad Co. pursuant to the Hillsdale lease. The Hillsdale lease as it may be amended or modified shall remain in full force and effect and FSR and UMP may substitute other railcars at their discretion to satisfy the requirements of the Hillsdale lease, as it may be amended and modified, because of the exclusion and removal of the ILI Boxcars from the Hillsdale lease on December 30, 1982. ILI is restrained and enjoined from interfering with the Hillsdale lease as it may be amended or modified or from attempting to place the ILI Boxcars with the Hillsdale County Railroad Co. except for storage (which shall be at ILI's sole cost and expense) as long as the Hillsdale lease, as it may be amended, modified, extended or renewed, remains in full force and effect.

2. The automatic stay provided by 11 U.S.C. §362 as it pertains to the ILI Boxcars be and hereby is vacated.

3. Except with respect to: (i) any obligations imposed by or required to carry out the terms of this Order; and (ii) any claim against FSR for any deficiency with respect to the ILI Boxcars; and (iii) any claim that FSR, Refco and Comet may have against each other with respect to the ILI Boxcars or under the ILI Loan Documents, including, but not limited to, under the Limited Recourse Note and Security Agreement dated December 22, 1979 between Refco and Comet, Limited Recourse Promissory Note and Security Agreement dated December 28, 1979 between Refco and Comet, Full Recourse Installment Promissory Note between Comet and FSR, Full Recourse Notes dated December 28, 1979 from Refco to Comet, Full Recourse Installment Promissory Note dated February 22, 1980 between Comet and FSR and Full Recourse Promissory Notes dated February 22, 1980 from Refco to Comet; each party to this Order agrees to and hereby does release each other party to this Order from any and all liabilities and indebtedness now existing or hereafter arising of whatever nature relating to the ILI Boxcars, whether such liabilities or indebtedness are direct or indirect, absolute or contingent or now due or hereafter to become due.

4. Provided that ILI complies fully with the terms of this Order, FSR, UMP, Refco and Comet be and hereby are restrained and enjoined, from taking any action to interfere, restrain, stay or enjoin, in any manner, ILI taking possession

of and title to the ILI Boxcars pursuant to the terms of this Order, the ILI Loan Documents and all applicable laws; and FSR, UMP, Refco and Comet be and hereby are restrained and enjoined from seeking an injunction to stay or enjoin the enforcement of this Order pursuant to the Bankruptcy Court's powers under 11 U.S.C. §105, or otherwise.

5. FSR and UMP shall cooperate with ILI in obtaining possession of the ILI Boxcars and they and Refco, Comet and ILI shall execute any and all reasonable and necessary documents tendered to them by any party who agrees to be bound by the terms of this Order or by its agent to carry out the terms of this Order as they relate to the ILI Boxcars.

6. Simultaneously with the entry of this Order, FSR and UMP are tendering possession and/or control of the ILI Boxcars to ILI and ILI is accepting control and possession of the boxcars on an "as is" and "where is" basis. Accordingly, ILI shall cause the markings of UMP and/or the Hillsdale County Railroad Co. to be removed from the ILI Boxcars forthwith. All costs relating to the ILI Boxcars, including, but not limited to taxes, insurance, storage, maintenance, movement or remarking of the ILI Boxcars from and after December 30, 1982 shall be paid by ILI. All revenues paid to UMP or FSR (net of payment to Hillsdale County Railroad Co. and net of all costs and expenses as calculated in accordance with the Order entered by this Court reinstating FSR's Interim Operating Plan dated June 8, 1982) generated by any usage of the ILI

Boxcars from and after the entry of this Order shall be paid to ILI.

7. If an accounting shows that any sums are due ILI with respect to the ILI Boxcars, FSR shall transfer to ILI any and all sums (net of all costs and expenses, as calculated in accordance with the Order entered by this Court reinstating FSR's Interim Operating Plan dated June 8, 1982) held in any debt service, or other account that are attributable to the ILI Boxcars from April 1, 1982 to the date of this Order.

8. Pursuant to the ILI Loan Documents and to applicable law, ILI may accelerate the indebtedness due it as evidenced by the ILI Loan Documents and sell the ILI Boxcars to the highest bidder at a sale as set forth hereafter. ILI may make such sale without obtaining appraisals of the values of the boxcars, without advertising the ILI Boxcars for sale, without (i) assembling them, (ii) making them available for inspection, (iii) removing them from service or (iv) having the ILI Boxcars in its physical possession or control. This Order shall constitute notice of a sale of the ILI Boxcars at 10:00 a.m., Chicago time at Weissman, Smolev & Pond, 20 North Clark Street, Chicago, Illinois on April 4, 1983. Further notice mailed to at least five railcar leasing companies and at least ten railroad corporations specifying the time, place and terms of the sale of the ILI Boxcars to be held not more than 35 nor less than 21 calendar days after the mailing of such notices shall constitute adequate notice of

such sale. Such sale may be adjourned by announcement at the time and place appointed for such sale.

ILI hereby is authorized to sell the ILI Boxcars to the highest bidder at such sale either as an entirety or in separate lots provided such bidder pays either all cash or a 20 percent down payment in cash with the balance being due in 10 calendar days after such sale, time being of the essence hereof. If such payments are not made when due, then any deposit received may be credited on the indebtedness secured by the ILI Boxcars (including the expenses of sale) and the second highest bidder shall then have a period of 10 days to pay the full amount of its bid in cash, time being of the essence hereof. If the second highest bidder does not make the payment required in the immediately preceding sentence, or (if there be no second highest bidder) following a default by the initial highest bidder in making the payment when due herein; then in either event ILI shall have the option to declare the sale null and void and to conduct a new sale meeting the requirements of this section as though the earlier sale had not occurred.

ILI hereby is authorized to bid all or any portion of the indebtedness due it under the ILI Loan Documents at any such sale; provided, however, that any amounts as bid shall be credited against the amounts due it under the ILI Loan Documents in lieu of a cash payment with respect to any amount bid at such sale. In the event a deficiency remains in any indebtedness due ILI following such sale, ILI covenants

and agrees that it will not pursue collection or satisfaction of such claim, except by the filing of a general unsecured claim against FSR herein and the acceptance of such payment or other consideration as may be payable on such claims as may be allowed herein payable pursuant to such plan of reorganization as may be confirmed herein.

ILI may conduct such sale through any authorized attorney or agent and without employing an appraiser, auctioneer or other professional for such purpose. All proceeds from such sale, except amounts in excess of the indebtedness to ILI under the ILI Loan Documents, shall be paid to ILI only and any sale so conducted shall operate to divest all right, title, interest, claim, demand or lien of FSR, UMP, Comet, Refco, and each of them, and any person claiming through any one or more of them, with respect to the ILI Boxcars or to any proceeds derived from the sale thereof, except amounts in excess of the indebtedness to ILI under the ILI Loan Documents.

Except as otherwise provided in this Order, any such sale shall be and constitute a perpetual bar to any claim by FSR, UMP, Comet, Refco and each of them and any person claiming through any one or more of them to the ILI Boxcars and to the proceeds of the sale thereof, except to the extent such proceeds exceed the indebtedness to ILI under the ILI Loan Documents.

Any purchaser at such sale shall take full right, title and interest to the ILI Boxcars as the sole and exclusive owner thereof, free of any and all claims of FSR, UMP, Comet,

Refco and each of them and of any person claiming through any one or more of them. Such sale may be verified and confirmed by a duly verified certificate of sale signed by any person present at such sale and such certificate, a copy of this Order and all other documents deemed necessary to ILI may be filed with the Interstate Commerce Commission to evidence the abandonment of FSR's UMP's, Refco's and Comet's interest in and to the ILI Boxcars and of the authorization for the sale and of the transfer of ownership of the ILI Boxcars to the successful bidder at such sale.

Notices and a sale (including the terms thereof) satisfying the requirements of this paragraph shall constitute a commercially reasonable notice and sale (including the terms thereof) pursuant to Section 9-504(3) of the Uniform Commercial Code, pursuant to the ILI Loan Documents and to all applicable laws. Such provisions are specifically acceptable to FSR, UMP, Comet and Refco.

9. ILI has tendered to FSR the sum of $42,961.47 by negotiable check, which check FSR may negotiate upon the entry of this Order. Upon such negotiation, ILI be and hereby is released and discharged from any and all claims by FSR arising out of the receipt by ILI of all sums alleged by FSR to be preferential.

10. Provided the terms and conditions of this Order are complied with in their entirety, and subject to the approval by the Bankruptcy Court of a disclosure statement that does

not disclose any matters not previously disclosed to ILI having a materially or substantially adverse effect upon ILI's rights and interests, ILI to the extent it has a claim for any deficiency in respect of the ILI Boxcars, shall accept and vote for the Plan of Reorganization, as amended, submitted by FSR, and shall cause forthwith the dismissal with prejudice of any matters now in litigation including, but not limited, to, pending appeals, contested matters and adversary proceedings.

11. This Order shall not be altered, modified, amended or vacated without the prior joint written consent of the parties hereto upon further application to and order of the Court.

12. The provisions of this Order shall be binding upon and shall inure to the benefit of all signatories and to their respective successors and assigns.

13. This Order may be executed by the parties hereto in counterparts.

14. The Court certifies pursuant to E(2)(a)(ii) of the General Order of the United States District Court dated December 20, 1982, that circumstances exist which require this Order to be approved by a Judge of the district court and ILI shall seek such approval.

AGREED AS TO FORM AND SUBSTANCE:
FUNDING SYSTEMS RAILCARS, INC.

By _____

INDIANAPOLIS LIFE INSURANCE COMPANY

By _____

UPPER MERION & PLYMOUTH RAILROAD COMPANY

By Dennis T. Hurst

REFCO TRANSPORT EQUIPMENT, INC.

By _____

COMET LEASING CORPORATION

By _____

ENTER:

_____
United States Bankruptcy Judge

DATED: 2-24-83,
Nunc Pro Tunc December 30, 1982

AGREED AS TO FORM AND SUBSTANCE:
FUNDING SYSTEMS RAILCARS, INC.

By _____

INDIANAPOLIS LIFE INSURANCE COMPANY

By _____ D.S. LAWHORN
VICE PRESIDENT-CHIEF INVESTMENT OFFICER

UPPER MERION & PLYMOUTH RAILROAD COMPANY

By _____

REFCO TRANSPORT EQUIPMENT, INC.

By _____

COMET LEASING CORPORATION

By _____

ENTER:

_____
United States Bankruptcy Judge

DATED: _____,
Nunc Pro Tunc December
30, 1982

AGREED AS TO FORM AND SUBSTANCE:
FUNDING SYSTEMS RAILCARS, INC.

By _____

INDIANAPOLIS LIFE INSURANCE COMPANY

By _____

UPPER MERION & PLYMOUTH RAILROAD COMPANY

By _____

REFCO TRANSPORT EQUIPMENT, INC.

By _____

COMET LEASING CORPORATION

By _____

ENTER:

_____
United States Bankruptcy Judge

DATED: _____,
Nunc Pro Tunc December 30, 1982

EXHIBIT A

1. Purchase Agreement dated July 20, 1979 between FSR and REFCO; affects all ILI Boxcars.

2. Security Agreement dated September 11, 1979 between HILLSDALE and UMP; affects cars HCRC 1001-1100, filed March 2, 1982, Recordation No. 13575A.

3. Management Agreement dated September 11, 1979 between HILLSDALE and UMP; affects cars HCRC 1001-1100; filed March 2, 1982, Recordation No. 13575.

4. Finance Agreement dated as of December 27, 1979 between FSR and American National Bank and Trust Company of Chicago ("ANB&T") affects cars HCRC 1001-1035.

5. Limited Recourse Promissory Note and Security Agreement dated December 22, 1979 between REFCO and COMET; affects cars HCRC 1036-1046, 1051-1052, 1054-1058, 1060-1061; filed February 22, 1980, Recordation No. 11528.

6. Limited Recourse Promissory Note and Security Agreement dated December 28, 1979 between REFCO and COMET; affects cars HCRC 1001-1035; filed December 28, 1979, Recordation No. 11273.

7. Letter Agreement dated December 27, 1979 between REFCO and ANB&T; affects cars HCRC 1001-1035; filed December 28, 1979, Recordation No. 11271.

8. Amendment to December 27, 1979 Letter Agreement dated May 28, 1980 between REFCO and ANB&T; affects cars HCRC 1001-1035; filed May 28, 1980, Recordation No. 11271B.

9. Pledge Agreement dated as of December 28, 1979 between FSR and ANB&T.

10. Assignment and Agreement dated May 28, 1980 between ILI and ANB&T; affects cars HCRC 1001-1035; filed May 28, 1980, Recordation No. 11271A.

11. Lease Agreement dated December 28, 1979 between REFCO and FSR; affects cars HCRC 1001-1035; filed December 28, 1979, Recordation No. 11274.

12. Amendment to December 28, 1979 Lease Agreement dated February 22, 1980 between REFCO and FSR; affects cars HCRC 1036-1046, 1051-1052, 1054-1058, 1060-1061; dated February 22, 1980, Recordation No. 11274A.

13. Amendment (second) to December 28, 1979 Lease Agreement dated May 28, 1980 between REFCO and FSR; affects cars HCRC 1001-1046, 1051-1052, 1054-1058, 1060-1061, filed May 28, 1980, Recordation No. 11274B.

14. Lease and Management Agreement dated December 27, 1979 between FSR and UMP; affects cars HCRC 1001-1035; filed December 28, 1979, Recordation No. 11272.

15. Security Agreement dated December 27, 1979 between FSR and ANB&T; affects cars HCRC 1001-1035; filed December 28, 1979, Recordation No. 11270.

16. Amendment to December 27, 1979 Security Agreement dated May 28, 1980 between FSR and ANB&T; affects cars HCRC 1001-1035; filed May 28, 1980, Recordation No. 11270B.

17. Security Agreement dated February 21, 1980 between FSR and ANB&T; affects cars HCRC 1036-1046, 1051-1052, 1054-1058, 1060-1061 filed February 22, 1980, Recordation No. 11525.

18. Purchase Agreement among American, ILI and FSR dated as of May 15, 1980 affects all ANB&T ILI Boxcars.

19. Amendment to February 21, 1980 Security Agreement dated May 28, 1980 between FSR and ANB&T; affects cars HCRC 1036-1046, 1051-1052, 1054-1058, 1060-1061; filed May 28, 1980, Recordation No. 11525B.

20. Assignment and Agreement dated May 28, 1980 between ILI and ANB&T; affects cars HCRC 1036-1046, 1051-1052, 1054-1058, 1060-1061; filed May 28, 1980, Recordation No. 11525A.

21. Secured Note dated as of May 28, 1980 from FSR to ILI in the principal amount of $797,475 affects cars HCRC 1001-1035.

22. Amendment to Letter Agreement dated as of May 28, 1980 from Refco to ANB&T.

23. Finance Agreement dated as of February 21, 1980 between FSR and ANB&T affects cars HCRC 1036-1046, HCRC 1051-1052, HCRC 1054-1058, HCRC 1060-1061.

24. Lease and Management Agreement dated as of February 21, 1980 between FSR and UMP affects cars HCRC 1036-1046, HCRC 1051-1052, HCRC 1054-1058, HCRC 1060-1061.

25. Letter Agreement between ANB&T and Refco dated as of February 21, 1980 filed and recorded February 22, 1980, Recordation No. 11526.

26. Pledge Agreement dated as of February 22, 1980 between FSR and ANB&T affects cars HCRC 1036-1046, HCRC 1051-1052, HCRC 1054-1058, HCRC 1060-1061.

27. Purchase Agreement among ANB&T, ILI and FSR dated as of May 15, 1980, affects all ILI Boxcars.

28. Secured Note dated as of May 28, 1980 from FSR to ILI in the principal amount of $455,700, affects cars HCRC 1036-1046, HCRC 1051-1052, HCRC 1054-1058, HCRC 1060-1061.

29. Bill of Sale dated December 26, 1979 from ITEL to FSR, affects HCRC 1001-1035.

30. Collateral Assignment of Leases dated December 12, 1979, affects all ILI Boxcars.

31. Bill of Sale from FSR to REFCO dated July 20, 1979, affects all ILI Boxcars.

32. Full Recourse Installment Promissory Note between Comet and FSR, affects cars HCRC 1001-1035.

33. Full Recourse Promissory Notes in the respective amounts of $90,000, $80,000 and $77,200, dated December 28, 1979, from REFCO to Comet, affects cars HCRC 1001-1035.

34. Remarketing Agreement between FSR and REFCO dated December 28, 1979, affects cars HCRC 1001-1035.

35. Full Recourse Installment Promissory Note dated February 22, 1980 between Coment and FSR, affects cars HCRC 1036-1046, HCRC 1051-1052, HCRC 1054-1058, HCRC 1060-1061.

36. Full Recourse Promissory Notes in the respective amounts of $45,000, $40,000 and $34,500, dated February 22, 1980, from REFCO to Comet, affects cars HCRC 1036-1046, HCRC 1051-1052, HCRC 1054-1058, HCRC 1060-1061.

EXHIBIT B

HCRC	1,001-1,035
HCRC	1,036-1,046
HCRC	1,051-1,052
HCRC	1,054-1,058
HCRC	1,060-1,061