

8-261A190 RECORDATION NO. 9697 Filed & Recorded  
 SEP 18 1978 4 20 PM  
 Date SEP 18 1978  
 Fee \$ 150.<sup>00</sup>  
 INTERSTATE COMMERCE COMMISSION  
 September 15, 1978  
 RECORDATION NO. 9698 Filed & Recorded  
 SEP 18 1978 4 20 PM  
 INTERSTATE COMMERCE COMMISSION  
 September 15, 1978

Secretary  
 Interstate Commerce Commission  
 Washington, D. C. 20423

9699 RECORDATION NO. Filed & Recorded  
 SEP 18 1978 4 20 PM  
 INTERSTATE COMMERCE COMMISSION  
 SEP 18 1978 4 20 PM  
 RECORDATION NO. 9698 Filed & Recorded  
 INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two certified copies each of a Loan and Security Agreement dated September 15, 1978, a Lease Agreement dated September 15, 1978, and a Management Agreement dated September 15, 1978.

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

Fifty (50) 50'-6", 70-ton, single sheathed boxcars with outside posts, with 10' sliding doors and rigid underframe, within Plate "C", bearing reporting marks and numbers NHIR 751 through NHIR 800 inclusive, with AAR Mechanical Designation XF.

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

A. Loan and Security Agreement:

DEBTOR: McHugh Brothers  
 152 Monroe Avenue  
 Pennel, PA 19047

SECURED PARTY: U. S. Steel Credit Corporation  
 Room 5688  
 600 Grant Street  
 Pittsburgh, PA 15230

B. Lease Agreement:

LESSOR: McHugh Brothers  
 152 Monroe Avenue  
 Pennel, PA 19047

LESSEE: New Hope & Ivyland Railroad Company  
 P. O. Box 196  
 Pennel, PA 19047

RECEIVED  
 SEP 18 4 30 PM '78  
 I.C.C.  
 FEE OPERATION BR.

*Handwritten signature/initials on the left margin.*

C. Management Agreement:

FIRST PARTY: McHugh Brothers  
152 Monroe Avenue  
Penndel, PA 19047

SECOND PARTY: New Hope & Ivyland Railroad Company  
P. O. Box 196  
Penndel, PA 19047

Please return the original and one copy of each of the enclosed documents to Charles T. Kappler, Esq., Alvord & Alvord, 200 World Center Building, 918 Sixteenth Street, N.W., Washington, D. C. 20006, with the recording certification data stamped thereon.

Very truly yours,

McHUGH BROTHERS

By   
James C. McHugh,  
Partner

Interstate Commerce Commission  
Washington, D.C. 20423

9/18/78

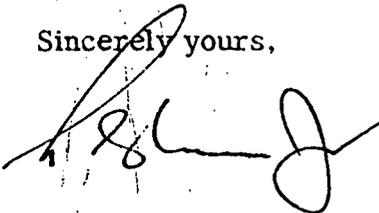
OFFICE OF THE SECRETARY

Charles T. Kappler, Atty.  
Alvord & Alvord  
200 World Center Building  
918 16th Street, N.W.  
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 9/18/78 at 4:30pm  
and assigned recordation number(s) 9697, 9698, 9698-A & 9699

Sincerely yours,



H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

9699

RECORDATION NO. .... Filed & Recorded

MANAGEMENT AGREEMENT

SEP 18 1978 4 34 PM

AGREEMENT made this 1st day of September, 1978, between New Hope & ~~INTERSTATE COMMERCE COMMISSION~~

Ivyland Railroad Company (First Party) and McHugh Brothers, a Partnership  
(Second Party).

W I T N E S S E T H

WHEREAS, First Party controls by lease, ownership or car markings  
certain railroad cars and desires to have Second Party manage same.

NOW, THEREFORE, in consideration of the premises and the mutual  
covenants herein contained, the parties agree as follows:

1. The railroad cars covered by this Agreement are the 50 boxcars  
contained in the McHugh Brothers, a Partnership, and New Hope &  
Ivyland Railroad Company Lease of this date.
2. Second Party will perform the following management services  
with respect to the cars:
  - (a) Provide appropriate car accounting and records, including  
maintenance, average and total mileage records, location  
and other reports and information required by the American  
Association of Railroads and governmental or regulatory  
bodies.
  - (b) In the discretion of Second Party basis, initiate leases,  
subleases, assignments and other agreements with railroads  
or shippers including, but not limited to placing cars in  
captive cycles with qualified shippers for the purpose of  
achieving greater mileage.

~~ORIGINAL~~

- (c) Make arrangements for collection procedures.
  - (d) Assume responsibility for preparing and filing appropriate claims in the event of casualty or loss.
  - (e) Advise First Party of any developments, announcements, situations, etc., of which it becomes aware, and which in the opinion of Second Party, could substantially affect the interest of or require some action by First Party.
3. Second Party will receive as compensation for its services a management fee as agreed on. If Second Party obtains for the cars managed average daily mileage in excess of the national average for similar cars, then Second Party shall be paid such additional compensation as the parties shall agree.
  4. The term of the Agreement shall continue indefinitely, but may be cancelled by either party upon thirty (30) days written notice unless Second Party has placed the cars in leases, subleases, assignments or other agreements with shippers or railroads. In such event, this Agreement may be cancelled by First Party on one (1) year's notice as to cars so placed or by Second Party on thirty (30) days' notice.
  5. Second Party shall have no liability to First Party for any action which it takes or fails to take in good faith.
  6. All cars which come into the possession or control of First Party shall be made available to a designated representative of Second Party for inspection to determine compliance with the standards set forth in Exhibit A prior to being placed in service. In the event any cars fail to meet such standards such cars shall not be placed in the service of First Party.

7. Any notice required under this Agreement shall be valid if given by certified mail, return receipt requested, as follows:

(a) To First Party:

New Hope & Ivyland Railroad Company, a Corporation  
P.O. Box 196  
Pennel, PA 19047

(b) To Second Party:

McHugh Brothers, a Partnership  
P.O. Box 196  
Pennel, PA 19047

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

Date: September 1, 1978

ATTEST: Anna M. Beeber  
Ruth Young  
Edna Zarnbra  
Wendy Cunningham  
Lucille ...

MC HUGH BROTHERS, a Partnership

By: Edward L. McHugh  
Edward L. McHugh, Partner  
James C. McHugh  
James C. McHugh, Partner  
Robert C. McHugh  
Robert C. McHugh, Partner  
Gerard J. McHugh  
Gerard J. McHugh, Partner  
A. M. McHugh  
A. M. McHugh, Partner

Date: September 1, 1978

ATTEST: Ruth Young  
Vivian J. Andrews

NEW HOPE & IVYLAND RAILROAD COMPANY

By: James C. McHugh  
James C. McHugh, President  
Kenneth J. Andrews  
Kenneth J. Andrews, Trustee

Exhibit A

Standards for cars are cars substantially similar in design and construction to the cars purchased from EMONS RAILCAR CORP.

STATE OF: Pennsylvania

COUNTY OF: Bucks

On this 1st day of September, 1978, before me personally appeared Edward L. McHugh, James C. McHugh, Robert C. McHugh, Gerard J. McHugh, and A. M. McHugh, to me personally known, who, being by me duly sworn, says that they are Partners of MC HUGH BROTHERS, said Partnership, that said instrument was signed ~~and sealed~~ on behalf of said partnership by authority of its partners, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

  
Notary Public

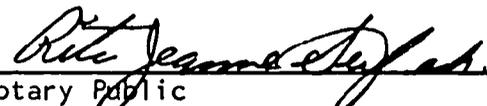
My Commission expires

RITA JEANNE SEIFERT, NOTARY PUBLIC  
LAUREL HILLS MANOR BORO, BUCKS COUNTY  
MY COMMISSION EXPIRES NOV. 3, 1980  
Member, Pennsylvania Association of Notaries

STATE OF: Pennsylvania

COUNTY OF: Bucks

On this 1st day of September, 1978, before me personally appeared James C. McHugh, to me personally known, who, being by me duly sworn, says that he is President of NEW HOPE & IVYLAND RAILROAD COMPANY, a corporation, and Kenneth J. Andrews, to me personally known, who, being by me duly sworn, says that he is Trustee of NEW HOPE & IVYLAND RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Trustee, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission expires

RITA JEANNE SEIFERT, NOTARY PUBLIC  
LAUREL HILLS MANOR BORO, BUCKS COUNTY  
MY COMMISSION EXPIRES NOV. 3, 1980  
Member, Pennsylvania Association of Notaries