

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX  
RCA 233663  
WUD 125547  
WUI 620976

RECORDATION NO. 10757-F Filed 1425

OCT 9 1979 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

No. 2585  
Date OCT 9 1979

Fee \$ 100.00 - 20.80 = 80

ICC Washington, D. C.

October 8, 1979

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CABLE ADDRESSES  
CRAVATH, N. Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E. C. 2

Funding Systems Railcars, Inc.  
Amended and Restated Security Agreement  
Dated as of October 9, 1979

[CS&M Ref: 2605-106]

Dear Sirs:

Pursuant to 49 U.S.C. § 11303(a) I enclose here-with on behalf of Funding Systems Railcars, Inc. and Upper Merion and Plymouth Railroad Company, for filing and recorda-tion, counterparts of the following:

- (1) Amendment No. 1 dated as of October 9, 1979, to the Management and Maintenance Contract dated as of August 21, 1979 between The Weiler-Arnaw Investment Company and Upper Merion and Plymouth Railroad Company; and
- (2) Non-Negotiable Installment Promissory Note-Security Agreement, dated as of October 9, 1979, between The Weiler-Arnaw Investment Company and Funding Systems Railcars, Inc.

The addresses of the parties to the aforementioned agreements are:

Secured Party:

Funding Systems Railcars, Inc.  
1000 RIDC Plaza (Suite 404)  
Pittsburgh, Pennsylvania 15238

RECEIVED  
OCT 9 12 35 PM '79  
I.C.C.  
FEE OPERATION BR.

*Concurrence*  
*Walter Greenspan*

Manager:

Upper Merion and Plymouth Railroad Company  
 Care of FSC Corporation  
 1000 RIDC Plaza (Suite 404)  
 Pittsburgh, Pennsylvania 15238

Owner-Debtor:

The Weiler-Arnou Investment Company  
 1114 Avenue of the Americas  
 New York, N.Y. 10036

The equipment covered by the first aforementioned agreement consists of 180 100-ton open top hopper cars bearing the road numbers UMP 6920-7099, inclusive, and the equipment covered by the second aforementioned agreement consists of ~~80~~ 100-ton open top hopper cars bearing the road numbers UMP 7020-7099, inclusive. All of such equipment bears the legend "Leased from a Corporation and Subject to a Security Interest recorded with the Interstate Commerce Commission."

Please cross-index Amendment No. 1 to the Management and Maintenance Contract and the Non-Negotiable Installment Promissory Note-Security Agreement to the filings under recordation number 10757.

Enclosed is our check for \$100 for the required recordation fee. Please accept for recordation one counterpart of each of the enclosed agreements, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,

*Laurance V. Goodrich*  
 Laurance V. Goodrich  
 As Agent for Funding Systems  
 Railcars, Inc. and Upper Merion and  
 Plymouth Railroad Company

Mr. H. G. Homme, Jr., Secretary,  
 Interstate Commerce Commission,  
 Washington, D.C. 20423

Encls.  
 16N

**Interstate Commerce Commission**  
Washington, D.C. 20423

10/9/79

OFFICE OF THE SECRETARY

Laurance V Goodrich  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N.Y. 10005

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/9/79 at 12:45pm, and assigned recordation number(s) 10757-D, 10757-E, 10757-F & 10757-G.

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure (s)

SE-30  
(7/79)

ICC file copy

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OCT 9 1979 - 12 45 PM  
INTERSTATE COMMERCE COMMISSION

Amendment No. 1 dated as of October 9, 1979 (the "Amendment") to the Management and Maintenance Contract dated as of August 21, 1979 ("Management Contract"), between UPPER MERION AND PLYMOUTH RAILROAD COMPANY, a Pennsylvania corporation (the "Manager"), and THE WEILER-ARNOW INVESTMENT COMPANY (the "Owner").

WHEREAS, On August 21, 1979 Owner and Manager entered into the Management Contract pursuant to which Owner engaged the Manager, as exclusive agent of Owner, to manage the Equipment described in Schedule A thereto (the "Original Equipment"); and

WHEREAS, on the date hereof the Owner has acquired the Equipment described in Schedule A to this Amendment (the "Additional Equipment"); and

WHEREAS, Owner and Manager desire to amend the Management Contract so that the Additional Equipment shall be managed by the Manager in behalf of the Owner under the Management Contract.

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

1. The Management Contract shall, and it hereby is, amended by adding the Additional Equipment to Schedule A thereto and by amending the terms "Equipment," "Items of

Equipment," "Cars," "Item of Equipment" and "Car" to include the Additional Equipment as well as the Original Equipment.

2. The Owner hereby engages Manager, as exclusive agent of Owner, to manage the Additional Equipment, all on the terms and conditions set forth in the Management Contract, and Manager accepts such engagement and agrees to act as agent for Owner and perform in accordance with the terms and conditions of the Management Contract in each case, as amended by the Amendment.

3. All other terms and conditions of the Management Contract shall continue in full force and effect in accordance with the provisions of the Management Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

[Corporate Seal]

UPPER MERION AND PLYMOUTH  
RAILROAD COMPANY

ATTEST:

*Donald J. Clough*

By:

*Harold L. Lehn*  
Vice Pres. & Treasurer.

WEILER-ARNOW INVESTMENT COMPANY

ATTEST:

*John J. Weiler*

By:

*Alan S. Weiler*  
Ass. General Manager.

STATE OF New York  
COUNTY OF New York SS.:

On this 8<sup>th</sup> day of October, 1979, before me personally appeared Harold S. Lehman, to me personally known, who being by me duly sworn, did depose and say that he is the Vice President of Upper Merion and Plymouth Railroad Company, the corporation which executed the foregoing Amendment and 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.

Caryn E. Weinberg  
Notary Public

CARYN E. WEINBERG  
Notary Public, State of New York  
No. 03-4632991  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires March 30, 1980

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

On this 8th day of October, 1979, before me personally appeared Alan G. Weiler, to me personally known, who being by me duly sworn, did depose and say that ~~they are a manager~~ <sup>he is an. general manager</sup> of The Weiler-Arnou Investment Company, a general partnership organized under the laws of the State of New York, the partnership described in and who executed the foregoing Amendment they acknowledged foregoing Amendment was the free act and deed.

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

STODDARD D. PLATT  
Notary Public, State of New York  
No. 31-3115308  
Qualified in New York County  
Commission Expires March 30, 1981

## SCHEDULE A

The Equipment consists of eighty (80) 100 ton Chessie System Design, open top hopper cars bearing identifying numbers UMP 7020 through UMP 7099, inclusive, manufactured by The Chessie Corporation ("Chessie") (under Agreement made with Funding Systems Railcars, Inc. ("Railcars") dated June 12, 1979 (the "Chessie Agreement").

Buyer is acquiring the Equipment subject and subordinate to the lien (the "Lien") held by General Electric Credit Corporation ("GECC") pursuant to an Amended and Restated Security Agreement dated as of October 9, 1979 among Railcars, Lincoln First Bank N.A. and GECC securing indebtedness in the amount of \$4,262,400. The collateral subject to the Lien also includes one hundred (100) 100 ton Chessie System Design, open top hopper cars bearing identifying numbers UMP 6020 through UMP 7019, inclusive, manufactured by Chessie under the Chessie Agreement.