

9-095A031



Itel Rail Corporation

55 Francisco Street
San Francisco, California 94133
(415) 984-4000
(415) 781-1035 Fax

RECORDATION NO. 15768
FILED 1989

APR 5 1989 - 2 10 PM

Hon. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Amendment No. 5 to Lease Agreement dated August 23, 1983,
between Itel Railcar Corporation and Upper Merion &
Plymouth Railroad Company

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Amendment under the Lease Agreement dated as of August 23, 1983, between Itel Railcar Corporation, as assignee of Evans Railcar Leasing Company, and Upper Merion & Plymouth Railroad Company, which was filed with the ICC on August 5, 1988, under Recordation No. 15768.

The parties to the aforementioned instrument are listed below:

Itel Railcar Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Upper Merion & Plymouth Railroad Company (Lessee)
P.O. Box 112
Conshohocken, Pennsylvania 19428

This Amendment extends the term of the Lease Agreement with respect to forty (40) 52'6", 100-ton gondolas bearing reporting marks UMP 5500-5620 (n.s.).

Please return to the undersigned the stamped counterparts, not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Department

REGISTOR OPERATING UNIT

APR 5 2 04 PM '89

APR 5 1989 -2 10 PM

INTERSTATE COMMERCE COMMISSION

Lot No. 2044-01

AMENDMENT NO. 5 TO SCHEDULE

THIS AMENDMENT NO. 5 (the "Amendment") to Schedule 1 dated August 23, 1983, as amended ("Schedule 1") to the Lease Agreement dated as of August 23, 1983 ("Lease"), by and between Evans Railcar Leasing Company ("Evans") and UPPER MERION & PLYMOUTH RAILROAD COMPANY ("UMP"), is made as of this 24th day of March, 1989, by and between ITEL RAILCAR CORPORATION ("Lessor"), as assignee of Evans, and UMP ("Lessee").

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which Lessor leased to Lessee forty (40), 52'6", 100-ton gondolas bearing the reporting marks UMP 5501; 5503-5506; 5511; 5513; 5517; 5522; 5523; 5533; 5535; 5536; 5538; 5540; 5542; 5543; 5545; 5547; 5550; 5552; 5555; 5557; 5558; 5560; 5562; 5570; 5572; 5581; 5582; 5587; 5591; 5592; 5595-5598; 5602; 5609; 5620
- B. The term of the Lease with respect to each Car described on Schedule 1 expires at the close of business on April 30, 1989.
- C. Lessor and Lessee desire to extend the Lease with respect to the Cars described on Schedule 1.

NOW, THEREFORE, the parties hereto agree to amend Schedule 1 as follows:

- 1. All terms defined in the Lease and in Schedule 1 shall have the meanings defined therein when used in this Amendment.
- 2. The new extended term ("Second Extended Term") with respect to each Car described on Schedule 1 shall commence on May 1, 1989 and shall continue through the close of business on April 30, 1990.
- 3. Except as expressly modified by this Amendment, all terms and provisions of the Lease and Schedule 1 shall remain in full force and effect.
- 4. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAILCAR CORPORATION

UPPER MERION & PLYMOUTH RAILROAD COMPANY

By: [Signature]

By: [Signature]

Title: President

Title: President

Date: 3/24/89

Date: March 8, 1989

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 24th day of March, 1989, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Railcar Corporation, that the foregoing Amendment No. 5 to Schedule 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan
Notary Public



STATE OF Illinois)
) ss:
COUNTY OF Cook)

On this 8th day of March, 1989, before me personally appeared Earl L. Freeman, to me personally known, who being by me duly sworn says that such person is President of Upper Merion & Plymouth Railroad Company that the foregoing Amendment No. 5 to Schedule 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Carmen Montagano
Notary Public