



Funding Systems Railcars, Inc.

TRI-STATE CENTER • SUITE 370 • 2215 SANDERS RD. • NORTHBROOK, IL 60062 • (312) 272-8350

December 7, 1983

No. 3-348A101
Date DEC 14 1983
Fee \$ 10.00
ICC Washington, D.C.

Ms. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 14192-A
FILED 1425
DEC 14 1983 - 10 20 AM

Dear Madam:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation pursuant to the provisions of Section 11303 of Title 49 of the United States Code and the regulations thereunder are copies of Exhibit B of the Management Contract, a secondary document under the Management Contract dated September 28, 1983.

The primary document to which this is connected is recorded under Recordation Number 14192.

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

Manager: Funding Systems Railcars, Inc.
Suite 370
2215 Sanders Road
Northbrook, Illinois 60062.

Owner: U.S. Steel Credit Corporation
600 Grant Street
Pittsburgh, Pennsylvania 15230

RECEIVED
DEC 14 10 21 AM '83
I.C.C.
FEE OPERATION BR.

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

One hundred twenty (120) open top hopper cars, bearing the identification marks UMP and UMPX.

The copies of the enclosed documents should be returned to Ms. Sharon Schumacher of Funding Systems Railcars, Inc. 2215 Sanders Road, Suite 370, Northbrook, Illinois 60062.

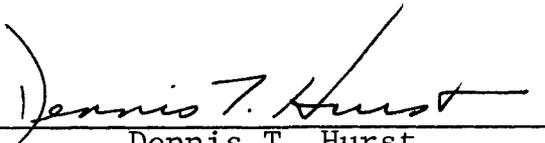
Ms. Agatha Mergenovich
Interstate Commerce Commission
December 7, 1983
Page 2

Also enclosed is a remittance in the amount of \$10.00 for payment of recordation fees.

I am an officer of Funding Systems Railcars, Inc. and have knowledge of the matters set forth herein.

Very truly yours,

Funding Systems Railcars, Inc.

By 
Dennis T. Hurst

DTH/rlm

Enclosures

SENT VIA: Certified Mail

Interstate Commerce Commission

Washington, D.C. 20423

12/14/83

OFFICE OF THE SECRETARY

Sharon Schumacher
Funding Systems Railcars, Inc.
2215 Sanders Road, Suite 370
Northbrook, Illinois 60062

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 **12/14/82** at **10:30am** and assigned recordation number(s) **14192-A & 14192-B**.

Sincerely yours,

James H. Bayne

JAMES H. BAYNE

Secretary

Enclosure(s)

RECORDATION NO. 14192-K Filed 1425

DEC 14 1983 10 20 AM

INTERSTATE COMMERCE COMMISSION

EXHIBIT B

TO

MANAGEMENT AGREEMENT

DATED SEPTEMBER 28, 1983

BY AND BETWEEN

FUNDING SYSTEMS RAILCARS, INC. (MANAGER)

AND

U.S. STEEL CREDIT CORPORATION (OWNER)

LEASE AGREEMENT

FEB 26 1982-3 45 PM

*FS
U.S. Steel
Credit*

INTERSTATE COMMERCE COMMISSION

THIS LEASE AGREEMENT, (this "Agreement") made as of the 15th day of August, 1980, between UPPER MERION & PLYMOUTH RAILROAD COMPANY, a Pennsylvania corporation (the "lessor") and Southwestern Illinois Coal Corporation, a Delaware corporation (the "Lessee"), as Lessee. The Upper Merion & Plymouth Railroad Company reserves the right to have its parent, FS RAILCARS, shown as the Lessor.

1. Scope of Agreement

A. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor those certain items of railroad equipment (collectively the "Equipment" and individually an "Item of Equipment") as set forth in any lease schedule or schedules (the "Schedule" or "Schedules") executed by the parties concurrently herewith or from time to time hereafter, each of which when signed by both parties shall be part of this Agreement.

B. It is the intent of the parties of this Agreement that the Lessee shall have no interest in the Equipment other than the rights acquired as a lessee hereunder. Lessee agrees that it will at no time take any action or file any document which is inconsistent with the foregoing intent and that it will take such action and execute such documents as may be necessary to accomplish this intent.

2. Term

This Agreement shall remain in full force until it shall have been terminated as to all of the Equipment. The term of this Agreement with respect to each Item of Equipment shall commence upon the date of delivery (the "Commencement Date") of such Items of Equipment as set forth in Section 3 hereof to a location mutually acceptable to Lessor and Lessee and shall continue with respect to such Item of Equipment for the term (the "Term" provided in the Schedule covering such Item of Equipment unless sooner terminated

as hereinafter provided. Lessee agrees to confirm the acceptance of the Equipment in writing if requested to do so by Lessor. Lessee shall not load equipment until after inspection and written acceptance.

3. Supply Provisions

An Item of Equipment shall be deemed delivered to Lessee upon the date that said Item reaches the track of the Lessee and is inspected and accepted by Lessee. The cost of delivering any Item of Equipment to Lessee's tracks shall be borne exclusively by the Lessor.

Any cost in connection with re-stenciling and/or remarking the cars, in connection with Lessee's use, shall be borne exclusively by the Lessee.

4. Record Keeping

A. Lessor shall, at no cost to Lessee, prepare all documents for filing relating to the registration, maintenance and record keeping functions normally performed with respect to the Items of Equipment. Such matters shall include but are not limited to the preparation of such reports as may be required from time to time by the ICC and/or other regulatory agencies with respect to the Items of Equipment.

B. Any record keeping performed by Lessee hereunder and all record of payments, charges, and correspondence related to Items of Equipment shall be separately recorded and maintained by Lessee in a form suitable for reasonable inspection by Lessor from time to time during regular business hours of Lessee. Lessor shall supply Lessor with such reports regarding the use of Items of Equipment by Lessee as Lessor may reasonably request.

5. Maintenance, Taxes and Insurance.

A. Lessor will pay all costs, expenses, fees, taxes and charges incurred in connection with the use and operation of each Item of Equipment during the Term of this Agreement; including but not limited to, running repairs, and maintenance, unless the same was occasioned by the fault of Lessee.

B. Lessee shall make minor repairs, (at its expense), only with Lessor's permission to facilitate continued immediate use of an Item of Equipment, but shall not otherwise make any alterations, improvements, or additions to an Item of Equipment without Lessor's prior written consent. If Lessee makes an alteration to any Item of Equipment without Lessor's prior written consent, Lessee shall be liable to Lessor for any revenues lost due to such alteration. Title to any such alteration, improvement, or addition occurring in the course of or as a result of normal and customary maintenance shall be and remain with Lessor.

C. Lessor shall make or cause to be made such inspections of and maintenance and repairs to the Items of Equipment as may be required. All maintenance shall be performed off the premises of Lessee and any costs to remove the equipment and return to Lessee's premises shall be solely for the account of and at the expense of Lessor. Lessor shall also make, at its expense, all alterations, or replacements of parts as shall be necessary to maintain the Items of Equipment in good operating condition, as determined by Lessor, throughout the term of this Agreement for such Items of Equipment. Lessee shall immediately notify Lessor of any necessary maintenance and repairs transmitted to Lessee by any other railroad or shipper. Lessor shall be responsible for arranging repairs and maintenance at its expense except as noted in 5A hereof. Lessee will refuse acceptance of damaged cars from delivering carrier unless accompanied by defect card for such damages.

D. If any car becomes unfit for service and shall be held in a car shop for repairs and shall remain therein for a period in excess of five (5) days, the monthly rental with respect to such car shall abate from and after such period of five (5) days until such car is released from the shop ~~or~~ until another car shall have been placed in the service of Lessee by Lessor in substitution for such car. It is understood that no rental credits will be issued for cars in a shop for repairs which are Lessee's responsibility.

In the event the U.S. Department of Transportation, or other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires the Lessor add, modify or in any manner adjust the cars subject to this Agreement in order to qualify them for operation Lessee agrees to pay an additional monthly charge of \$1.15 per car for each \$100 expended by Lessor on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). Lessor represents that it does not as of the date hereof know of any modifications required by law to be made to said cars. No rental credits will be issued on cars entering the shop for any Modification for the first thirty days provided, however, Lessor shall give Lessee prior written notice 15 days before Modifications to the cars or appurtenances are required by law. In the event Lessor in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and Lessor elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by Lessor, provided that such date must be prior to the date of the Modification is so required to be made.

6. Rental Charges

Lessee agrees to pay Lessor, as rental for the Equipment, the rental set forth in the Schedule. The rental shall be payable monthly in advance from the Commencement Date and on the first day of every month thereafter until the expiration of the Term of this Lease. The Lessee's obligation to pay all rental and all other sums payable hereunder is absolute and unconditional and is not subject to any abatement, setoff or counterclaim for any reason whatsoever, except as contained herein.

7. Possession and Use

A. So long as Lessee shall not be in default under this Agreement, Lessee shall be entitled to the possession, use and quiet enjoyment of the Equipment in accordance with the terms of this Agreement and in the manner and to the extent the Equipment is customarily used in the railroad freight business. Lessee agrees that to the extent it has physical possession of and can control use of the Equipment it will at all times be used and operated under and in compliance with the laws of the jurisdiction in which the same may be located and in compliance with all lawful acts, rules and regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of such property, except that either Lessor or Lessee may in good faith and by appropriate proceedings contest the application of any such rule, regulation, or order in any reasonable manner at the expense of the contesting party.

B. Lessee will not directly or indirectly create, incur, assume or suffer to exist, any mortgage, pledge, lien, charge, encumbrance, or other security interest or claim on or with respect to the Equipment or any interest therein or in this Agreement or any Schedule thereto, except liens, claims or encumbrances created by the Lessor. Lessee will promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrances, security

interest, or claim if the same shall arise at any time by any person claiming by, through or under Lessee.

8. Remedies Upon Default

A. The occurrence of any of the following events shall be events of default ("Events of Default"):

(i) The nonpayment by Lessee of any sum required hereunder to be paid by Lessee within ten (10) days after the same has become due and payable; except as provided for in (ii) below;

(ii) The default by Lessee under any other term, covenant, or condition of this Agreement which is not cured within ten days after the receipt of written notice of said default from Lessor;

(iii) Any affirmative act of insolvency by Lessee, or the filing by Lessee of any petition or action under any bankruptcy, reorganization, insolvency, or moratorium law, or any other law or laws for the relief of, or relating to, debtors:

(iv) The filing of any involuntary petition under any bankruptcy, reorganization, insolvency or moratorium law against Lessee that is not dismissed within sixty (60) days thereafter, or the appointment or any receiver or trustee to take possession of the properties of Lessee, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within sixty (60) days from the date of said filing or appointment;

(v) The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency which substantially impairs Lessee's capacity to perform its obligations under this Agreement.

B. Upon the occurrence of any Event of Default, Lessor may, at its option, terminate this Agreement and may:

(i) Proceed by appropriate court action to enforce performance by Lessee of this Agreement or to recover direct financial damages which result from a breach thereof (including Lessor's costs and expenses, including court costs and reasonable attorney's fees, in securing such enforcements); or

(ii) Declare all rentals and other sums due or to become due under this Lease to be immediately due and payable whereupon the same shall become immediately due and payable: or

(iii) By notice in writing to Lessee, terminate Lessee's right of possession of the Equipment, whereupon all right and interest of Lessee in the Equipment shall terminate; and thereupon Lessor may by its agents enter upon any premises where the Equipment may be located and take possession of it and henceforth hold, possess and enjoy the same free from any right of Lessee. Lessor shall nevertheless have a right to recover from Lessee any and all rental amounts which, under the terms of this Agreement, may then be due or which may have accrued to that date.

9. Termination

A. At the expiration or termination of this Agreement as to any Item of Equipment set forth on a Schedule attached herein, Lessee will surrender possession of such Item of Equipment to Lessor by delivering the same to Lessor, to a point the same as the original acceptance point for Lessee. The assembling, delivery, storage and transporting of the Item of Equipment shall be at the expense and risk of Lessee. An Item of Equipment shall be deemed terminated and no longer subject to this Agreement upon the expiration of the Term of this Agreement.

B. Upon such expiration or termination, Lessee shall grant immediate access to Lessor or Lessor's agents to change the markings from the Equipment and place thereon such markings as may be designated by Lessor.

C. Upon expiration of the Term of this Agreement, all costs of assembling, delivering, storing, and transporting such Equipment, except as provided above, shall be borne by Lessor.

D. Upon termination of the Lease, Lessee agrees to return cars to Lessor in the same or as good condition as received, ordinary wear and tear excepted, free from all charges and liens which may result from any act or default of Lessee, and free from all accumulations or deposits from commodities transported in or on the cars while in service of Lessee. If any car is not returned to Lessor free from such accumulations or deposits, Lessee shall reimburse Lessor for any expense incurred in cleaning such car.

10. Indemnities

Lessor will defend, indemnify and hold harmless Lessee from and against (1) any and all loss or damage of or to the Equipment, usual wear and tear excepted, unless occurring through the fault, of Lessee; and (2) any claim, cause of action, damage, liability, cost or expense (including legal fees and costs) to which the Equipment may be subject or which may be incurred in any manner by or for the account of any such Equipment (unless occurring through the fault of Lessee's, employees, agents and customers) relating to the Equipment or any part thereof, including without limitation the delivery of the Equipment to Lessee, ownership, leasing or return of the Equipment, or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects, if any, are latent or are discoverable by Lessor or Lessee). This indemnity shall commence upon shipment of the cars to the Lessee and shall terminate upon re-delivery of the cars to the tracks of the Lessor, or to a point designated by Lessor, except with respect to claims arising during the Lease term.

11. Warranties and Covenants

Lessee represents, warrants and covenants that:

A. Lessee is a corporation duly organized, validly existing and in good standing under the laws of the state where it is incorporated and has the corporate power, authority and is duly qualified and authorized to do business wherever necessary, to carry out its present business and operations and to own or hold under lease its properties and to perform its obligations under this Agreement.

B. The entering into and performance of this Agreement will not violate any judgment, order, law or regulation applicable to Lessee, or result in any breach of or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to any instrument to which Lessee is a party or by which or its assets may be bound.

C. There is no action or proceeding pending or threatened against Lessee before any court or administrative agency or other government body which might result in any material adverse effect on the business properties and assets, or conditions, financial or otherwise, of Lessee.

D. There is no fact which the Lessee has not disclosed to Lessor in writing, nor is Lessee a party to any agreement or instrument or subject to any charter or other corporate restriction which so far as the Lessee can now reasonably foresee, will individually or in the aggregate materially adversely affect the business, condition or any material portion of the properties of the Lessee or the ability of the Lessee to perform its obligations under this Agreement.

Upon request of Lessor or its assignee or mortgagee at any time or times, Lessee shall deliver to Lessor an opinion of its counsel addressed to Lessor or its assignee or mortgagee, in form and substance satisfactory to Lessor or its assignee or mortgagee, which opinion shall confirm and be to the effect of the matters set forth in this Paragraph 11A through D hereof.

12. Inspection

Lessor shall at any time during normal business hours have the right to enter the premises where the Equipment may be located for the purpose of inspecting and examining the Equipment to insure Lessee's compliance with its obligations hereunder. Lessee shall immediately notify Lessor of any accident connected with the malfunctioning or operation of the Equipment including in such report the time, place, and nature of the accident and the damage caused to property, the names and addresses of any persons injured and of witnesses and other information pertinent to Lessee's investigation of the accident. Lessee shall also notify Lessor in writing within five (5) days after any attachment, tax lien, or other judicial process shall attach to any Item of Equipment.

13. Sublease and Assignment

The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

A. Lessee shall have no right to assign this Lease or sublease or loan any of the Equipment without the written consent of Lessor. Said written permission shall not be unreasonably withheld by Lessor.

B. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part.

or in part with or without notice to Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any lease, chattle mortgage, security agreement or equipment trust covering the cars heretofore or hereafter created by Lessor and Lessee agrees to confirm this in writing as and when requested by Lessor. If Lessor shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment by Lessor shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

14. Miscellaneous

A. This Agreement and the Schedules contemplated hereby shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

B. Any notice required or permitted to be given by one party to another hereunder shall be promptly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to:

Lessor at: Upper Merion & Plymouth
Railroad Company
P.O. Box 404
Conshohocken, PA 19428
ATTENTION: President

Lessee at: Southwestern Illinois Coal Corporation
500 North Broadway
St. Louis, Missouri 63102
ATTENTION: Richard Klein
Director of Transportation

or such other address as either party may from time to time designate by such notice in writing to the other.

C. No failure or delay by Lessor shall constitute a waiver or otherwise affect or impair any right, power, or remedy available to Lessor nor shall any waiver or indulgence by Lessor or any partial or single exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

D. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

15. Insurance Provision

Lessor will at all times while this Agreement is in effect at Lessor's expense, cause to be carried and maintained insurance with respect to the Equipment, and property damage and public liability insurance in amounts of not less than the following schedule:

	<u>Each Occurrence</u>	<u>Aggregate</u>
General Liability (Comprehensive)		
Bodily Injury	\$ 500,000	\$1,000,000
Property Damage	500,000	1,000,000
Special Pak Coverage	500,000	1,000,000
Excess Indemnity, Personal Injury & Property Damage Continued	2,000,000	2,000,000

Lessor will furnish Lessee concurrently with the execution hereof a detailed report signed by an independent insurance broker with respect to the insurance carried on the Equipment together with

the opinion of such brokers as to its compliance with the provisions of this Section 15. Lessor will cause such firm to agree to advise Lessee promptly of any lapse of any default of payment of any premium and of any other act or omission of Lessee of which it has knowledge which might, in its opinion, invalidate or render unenforceable, in whole or in part, any insurance on the Equipment. All insurance shall be taken out in the name of Lessee and Lessor (and its assignee) as their interests may appear. The policies or certificates shall provide for at least twenty business days prior written notice to be given to Lessee by the underwriters in the event of cancellation. Nothing herein contained nor any provision of any policy obtained hereunder (including, but not limited to, any provision naming Lessor as named insured), shall have the effect of limiting, modifying, or terminating the obligations and responsibilities of Lessee under Section 12 of this Lease or of any other paragraph of this Lease.

16. Mileage Equalization Reimbursement.

Lessee shall agree to reimburse Lessor for any payment they may be required to make to any railroad due to mileage equalization incurred by the cars on such railroad.

17. Destroyed cars

In the event any car is totally damaged or destroyed, the rental with respect to such car shall terminate upon receipt by Lessor of notification thereof, and in the event any car is reported to be bad ordered and Lessor elects to permanently remove such car from Lessee service rather than have such car taken to a car shop for repairs, the rental with respect to such car shall terminate upon receipt by Lessor of notification that such car was bad ordered. Lessor shall have the right, but shall not be obligated, to substitute for any such car another car of the same type and capacity and the rental in respect to such substituted car shall commence upon delivery of such substituted car to Lessee.

18. Renewal Option

Lessee may elect to extend the term of this Agreement for consecutive 12 month periods up to an additional 60 months. Lessee must inform Lessor in writing of his intent to renew this lease 90 days prior to lease expiration.

Rental payments for the renewal period will be the lessor of:

1. 95% of the fair market value. Fair market value of the equipment to be computed by using all applicable time, use and average daily mileage charges for railroad marked open top hopper cars of the same age in service 100% of the time at the time of lease renewal.
2. The sum of Item 1 as computed above and \$563 divided by 2.

In the event of a nationwide strike of the United Mine Worker's of America (UMWA) at the Lessee's mine premises, rent shall abate for the term of the strike, which amount shall be prorated and deducted from the next succeeding rental payment(s), provided that during the term of such abatement, Lessor shall have the right to temporarily reassign the equipment and otherwise utilize for Lessor's benefits. In the event of a UMWA strike, Lessee shall make best efforts to utilize the cars at other mines operated by Lessee. In the event that the cars are not empty and readily available for movement, or other assignment or use by Lessor, then rent shall not be abated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

Robert J. Blankmeyer

ATTEST:

R. William Breece

~~UPPER MERION & ALMOUTH RAILROAD~~
~~FS RAILCARS, INC.~~

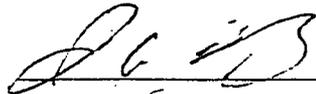
By: J. Noel Ball
Title: President

Southwestern Illinois Coal Corp.

By: W. H. Decker
Title: President

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF MONTGOMERY)

On this 14 day of AUGUST, 1980, before me personally appeared NOEL BAU, to me personally known, who being by me duly sworn, says that he is the PRESIDENT of Upper Merion & Plymouth Railroad Company, that one of the seals 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 Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(NOTARIAL SEAL)

My Commission Expires:

STATE OF MISSOURI)
) SS:
COUNTY OF St. Louis)

On this 18th day of August, 1980, before me personally appeared W. Ben Heckman to me personally known, who being by me duly sworn, says that he is the President of Southwestern Illinois Coal Corporation, that one of the seals 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 Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(NOTARIAL SEAL)

My Commission Expires: June 23, 1981

LEASE SCHEDULE NO. 1

Lease schedule, dated as of the 15th day of August, 198 by and between UPPER MERION & PLYMOUTH RAILROAD COMPANY, ("Lessor and Southwestern Illinois Coal Corporation ("Lessee") pursuant to a certain lease agreement (the "Lease") dated as of August 15, 19 between Lessor and Lessee (the terms and conditions of said Lease incorporated herein by reference).

DESCRIPTION of EQUIPMENT: One hundred (100) one hundred top open hopper cars

REPORTING NUMBERS AND MARKS:

TERM: Sixty (60) months commencing from the average date of deli to Lessee's tracks.

RENTAL: Months 1-36, \$500 per month per Item of Equipment payabl in advance, plus \$.02 per mile per Item of Equipment in excess of 10,000 miles per year per Item of Equipment payable monthly in arrears.

Months 37-48, \$546 per month per Item of Equipment payal in advance, plus \$.02 per mile per Item of Equipment in excess of 10,000 miles per year per Item of Equipment pa able monthly in arrears.

Months 49-60, \$563 per month per Item of Equipment payal in advance, plus \$.02 per mile per Item of Equipment in excess of 10,000 miles per year per Item of Equipment pa montly in arrears.

WITNESS the due execution hereof as of the day and year above written.

SOUTHWESTERN ILLINOIS COAL CORP.

By:

W. R. Decker
Title: President

~~PS-RAILCARS, INC.~~

By:

¹⁰⁰³
Upper Merion & Plymouth Company J. Paul Paul
Title: President

ARCH MINERAL CORPORATION
500 NORTH BROADWAY
ST. LOUIS, MISSOURI 63102

Copy to [unclear]
9-15
203

RICHARD S. KLEIN
DIRECTOR OF SALES
AND TRANSPORTATION

TELEPHONE
(314) 231-1010

September 15, 1980

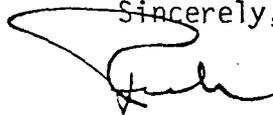
Mr. J. Noel Ball
President
Upper Merion and Plymouth Railroad Co.
P. O. Box 404
Conshohocken, Pennsylvania 19428

Dear Mr. Ball:

Confirming my conversation with Rob Blankmeyer,
we are enclosing a list of the 100 open top hopper cars in
service under the lease agreement.

Should you have any further questions, please
feel free to call.

Sincerely,



Richard S. Klein

RSK:ro

Enc.

FILE: ARCH MINERAL

RECEIVED

SEP 18 1980

UMP-RR

COAL MOVEMENT
STREAMLINE TO CAPTAIN
RAILROAD CARS

UMPX 6603	UMPX 6671	UMPX 6769
6604	6675	6770
6605	6679	6772
6606	6680	6787
6607	6682	6788
6608	6684	6796
6609	6686	6801
6612	6687	6803
6614	6688	6810
6617	6690	6812
6618	6691	6818
6619	6692	7101
6620	6697	7102
6623	6701	7109
6629	6702	7125
6632	6703	7126
6634	6704	7137
6636	6705	7139
6637	6706	7146
6639	6709	7164
6640	6711	7172
6641	6712	7174
6642	6714	7180
6648	6715	7181
6649	6718	7187
6653	6720	7188
6654	6724	7189
6655	6727	7198
6656	6731	
6657	6733	
6660	6736	
6663	6738	
6664	6745	
6667	6759	
6668	6762	
6669	6767	

AMENDMENT

RECORDATION NO. 13571/A

TO

APR 19 1982 - 2 15 PM
INTERSTATE COMMERCE COMMISSION

LEASE AGREEMENT

Dated as of August 15, 1980

Between

UPPER MERION & PLYMOUTH RAILROAD COMPANY,

as Lessor

AND

SOUTHWESTERN ILLINOIS COAL CORPORATION,

as Lessee

100 OPEN TOP HOPPER CARS

LEASE AMENDMENT

AMENDMENT, dated as of April 8, 1982 to LEASE AGREEMENT dated as of August 15, 1980 (the "Lease") between Upper Merion & Plymouth Railroad Company (hereinafter, together with its successors and assigns called "Lessor"), and Southwestern Illinois Coal Corporation (hereinafter called "Lessee"), filed with the Interstate Commerce Commission pursuant to 49 United States Code 11303 (a) (Recordation No. 13571).

The Lessor hereby certifies that the following Items of Equipment under the Lease have been replaced as follows:

Original Railcar

UMPX 6642
UMPX 6686
UMPX 6727
N/A

Substituted Railcar

UMPX 6716
UMPX 7108
UMPX 7190
UMPX 7191

IN WITNESS WHEREOF, the Lessor has caused its duly authorized Officer to execute this Amendment.

UPPER MERION & PLYMOUTH RAILROAD COMPANY

[Corporate Seal]

By

Earl L. Duvall

Attest

Richard J. Venturi

STATE OF ILLINOIS:

SS:

COUNTY OF COOK:

On this 12th day of APRIL, 1982, before me personally appeared EARL L. FREEMAN, to me personally known, who being by me duly sworn, says that he is an authorized officer of Upper Merion & Plymouth Railroad Company, that one of the seals 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 Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Sharon Schumacher
Notary Public

My Commission Expires Jan. 27, 1985

AMENDMENT TO LEASE AGREEMENT AND SCHEDULE
THERETO BETWEEN UPPER MERION AND
PLYMOUTH RAILROAD COMPANY AS LESSOR, AND
SOUTHWESTERN ILLINOIS COAL CORPORATION, AS LESSEE
DATED AUGUST 15, 1980

REGISTRAR NO. 13571-B
OCT 20 1982 - 10 52 AM
INTERSTATE COMMERCE COMMISSION

It is desired to add nine (9) open top hopper railcars to the present one hundred (100) open top hoppers covered by the above Agreements, which will leave a new total of one hundred and nine (109) open top hoppers under this Agreement and Schedule. In order to accomplish this, it is hereby mutually agreed as follows:

Where reference is made in any of the above Agreement and Schedule to items of equipment the number one hundred and nine (109) shall be substituted in lieu of any other number designating the number of items of equipment.

Lease Schedule No. 1 is amended to read as follows:

1. "DESCRIPTION OF EQUIPMENT" is amended to read "one hundred nine (109) open top hopper cars".

All other terms, conditions and covenants in the Lease Agreement dated August 15, 1980 and Schedules thereto remain in full force and effect.

ACCEPTED AND AGREED TO:

Southwestern Illinois Coal Corp.

By: [Signature]

Title: President

Date: September 17, 1982

Attest: [Signature]

Title: Secretary

Date: September 17, 1982

Upper Merion & Plymouth Railroad Co.

By: [Signature]

Title: President & General Manager

Date: September 22, 1982

Attest: [Signature]

Title: Fleet Manager

Date: September 22, 1982



UPPER MERION & PLYMOUTH RAILROAD COMPANY

P.O. Box 404 • Conshohocken, PA 19428 • (215) 275-2066

October 4, 1982

Mr. Richard Klein
Director of Transportation
Southwestern Illinois Coal Corporation
500 North Broadway
St. Louis, Missouri 63102

Dear Mr. Klein:

Pursuant to an Amendment to Lease Agreement dated September 22, 1982, identification marks of the additional nine open top hopper railcars are as follows:

UMPX 6643
UMPX 6693
UMPX 6716
UMPX 6756
UMPX 6768
UMPX 6784
UMPX 6804
UMPX 7169
UMPX 7120

If you require additional information, please advise.

Very truly yours,

A handwritten signature in cursive script that reads "Sharon Schumacher".

Sharon Schumacher
Contract Administrator

SS/sb

AMENDMENT TO LEASE AGREEMENT AND SCHEDULE JUL 7 - 1983 3:02 PM
THERETO BETWEEN UPPER MERION AND
PLYMOUTH RAILROAD COMPANY AS LESSOR AND INTERSTATE COMMERCE COMMISSION
SOUTHWESTERN ILLINOIS COAL CORPORATION AS LESSEE
DATED AUGUST 15, 1980 AND AMENDMENT TO THIS
AGREEMENT AND SCHEDULES DATED SEPTEMBER 22, 1982

It is desired to incorporate a right of substitution paragraph to the above Agreement and Schedule(s). In order to accomplish this, it is hereby mutually agreed as follows:

Where reference is made in any of the above Agreements, Amendments and Schedules, the following paragraph shall be incorporated:

"19. Substitution

Lessor shall have the right to substitute for any car another car of the same type and capacity. Any substitutions will be made at Lessor's expense. The rental in respect to such substituted car shall commence upon delivery of such substituted car to Lessee."

All other terms, conditions and covenants with respect to the Lease Agreement, Schedules and Amendments thereto remain in full force and effect.

ACCEPTED AND AGREED TO:

SOUTHWESTERN ILLINOIS COAL CO.

UPPER MERION & PLYMOUTH RAILROAD COMPANY

By: [Signature]
Title: President
Date: 6/8/83

By: [Signature]
Title: President
Date: May 2, 1983

ATTEST:

By: [Signature]
Title: Director Sales and Transportation

By: [Signature]
Title: FLEET MANAGER

STATE OF Illinois :

COUNTY OF Cook :

On this 2nd day of May, 1983, before me personally appeared J. N. BALL, to me personally known, who being by me duly sworn, said that he is an authorized officer of Upper Merion and Plymouth Railroad Company, that one of the seals 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 Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carmen Montagano
Notary Public

By Commissioner of State

[Notary Seal]