11514
RECORDATION NO. Filed 1425
FEB 20 1980 -12 55 PM
INTERSTATE COMMERCE COMMISSION

February 20, 1980

0-051A092
FEB 20 1980
Date
Fee $ 200.00
CC Washington, D.C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Enclosed for recordation under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder are the original and two counterparts of each of the following documents: (i) Conditional Sale Agreement dated today between The Chessie Corporation, as vendor, and Upper Merion and Plymouth Railroad, as vendee; (ii) Agreement and Assignment dated today between The Chessie Corporation, as assignor, and The Ohio National Life Insurance Company, as assignee (assigning certain interests in the Conditional Sale Agreement); (iii) Non-Negotiable Installment Promissory Note -- Security Agreement dated today between Funding Systems Railcars, Inc., as debtor, and The W-A Equipment Company, as secured party, (iv) Management and Maintenance Contract dated today between The W-A Equipment Company, as owner, and Upper Merion and Plymouth Railroad Company, as manager; and (v) Transferee Agreement dated today between The W-A Equipment Company, as transferee, and The Ohio National Life Insurance Company, as secured party, (assigning an interest in the Management and Maintenance Contract), with the Consent and Agreement of the manager attached thereto.

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

Twenty (20) 100-ton open-top hopper cars bearing reporting marks and numbers UMP 7255 through UMP 7274, both inclusive.

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

A. Conditional Sale Agreement

Vendor: The Chessie Corporation
2 North Charles Street
Baltimore, Maryland 21201

Vendee: Upper Merion and Plymouth Railroad
c/o FSC Corporation
1000 RIDC Plaza
Pittsburgh, Pennsylvania 15230

B. Agreement and Assignment

Assignor: The Chessie Corporation
2 North Charles Street
Baltimore, Maryland 21201

-A
$0

Assignee: The Ohio National Life Insurance Company
P. O. Box 237
Cincinnati, Ohio 45201
Attention: Securities Division

C. Non-Negotiable Installment Promissory Note -- Security Agreement

-B
$50

Debtor: The W-A Equipment Company
1114 Avenue of the Americas
New York, New York 10036

Secured Party: Funding Systems Railcars, Inc.
c/o FSC Corporation
1000 RIDC Plaza
Pittsburgh, Pennsylvania 15230

D. Management and Maintenance Contract

-C
$50

Owner: The W-A Equipment Company
1114 Avenue of the Americas
New York, New York 10036

Manager: Upper Merion and Plymouth Railroad
c/o FSC Corporation
1000 RIDC Plaza
Pittsburgh, Pennsylvania 15230

E. Transferee Agreement

-D
$50

Transferee: The W-A Equipment Company
1114 Avenues of the Americas
New York, New York 10036

Secured Party: The Ohio National Life Insurance Company
P. O. Box 237
Cincinnati, Ohio 45201
Attention: Securities Division

Manager: Upper Merion and Plymouth Railroad
c/o FSC Corporation
1000 RIDC Plaza
Pittsburgh, Pennsylvania 15230

The undersigned is attorney-in-fact for Upper Merion and Plymouth Railroad Company and Funding Systems Railcars, Inc. mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the copies of the enclosed documents to Charles T. Kappler, Esq., Alvord and Alvord, 200 World Center Building, 918 Sixteenth Street, N.W., Washington, D.C. 20006, or to the bearer hereof.

Also enclosed is a remittance for the required recording fee.

Very truly yours,

C. Martin Goldenberg

-C

11514/C

RECORDATION NO.....Filed 1425

FEB 20 1980 -12 55 PM

INTERSTATE COMMERCE COMMISSION

MANAGEMENT AND MAINTENANCE CONTRACT

Dated as of February 20, 1980

BETWEEN

UPPER MERION AND PLYMOUTH RAILROAD COMPANY

MANAGER

AND

THE W-A EQUIPMENT COMPANY

OWNER

021380/2189/B1

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ATTACHMENTS TO MANAGEMENT AND MAINTENANCE CONTRACT

SCHEDULE A -- Description of Equipment
SCHEDULE B -- Certificate of Acceptance Under Management and Maintenance Contract

MANAGEMENT AND MAINTENANCE CONTRACT

MANAGEMENT AND MAINTENANCE CONTRACT dated as of February 20, 1980 (this "Agreement") between UPPER MERION AND PLYMOUTH RAILROAD COMPANY, a Pennsylvania corporation (the "Manager") and THE W-A EQUIPMENT COMPANY, a New York partnership (the "Owner").

WITNESSETH:

WHEREAS, Owner is the owner of the Equipment described in Schedule A hereto (collectively, the "Equipment" or "Items of Equipment" or "Cars" and individually, an "Item of Equipment" or "Car"); and

WHEREAS, Manager is engaged in the business, among other things, of managing railroad cars and Owner and Manager desire that Manager manage the equipment, all upon the terms and conditions herein contained; and

WHEREAS, the Equipment is subject to (a) a lien (the "Lien") granted to the Vendor pursuant to the Conditional Sales Agreement referred to in Schedule A hereto (the "Conditional Sales Agreement"), which has been assigned by the Vendor to The Ohio National Life Insurance Company (the "Secured Party") and (b) a lien in favor of Funding Systems Railcars, Inc. ("Seller") securing payment of a portion of the purchase price paid by Owner for the Equipment.

NOW THEREFORE, in consideration of these premises and of the fees to be paid and the covenants hereinafter contained the parties hereby agree as follows:

SECTION 1. MANAGEMENT AND DELIVER OF EQUIPMENT

1.1 Engagement. Owner hereby engages Manager as exclusive agent of Owner to manage the Cars, all on the terms and conditions set forth herein, and Manager accepts such engagement and agrees to act as agent for Owner and perform in accordance with the terms and conditions hereof.

1.2 Certification. Upon delivery of each Car, Manager shall execute and deliver to Owner a certificate of acceptance in the form of Schedule B hereto, certifying to Owner that the Car is in good working order and repair, meets all requirements and standards of the Association of American Railroads ("AAR"), U.S Department of Transportation ("DOT"), Interstate Commerce Commission ("ICC"), all other governmental agencies and authorities having jurisdiction, insurers, local laws of jurisdiction in which the Car is expected to be used, and all filings, registrations and approvals of all governmental authorities and the AAR have been received and made and that the Car may be placed in interchange service.

SECTION 2. REVENUES, MANAGEMENT FEES, OPERATING EXPENSES AND PAYMENT DATES.

2.1 Revenues From Equipment. As used in this Agreement, the term "Revenues" or "Gross Receipts" shall mean all income to Owner (unreduced by any expenses or costs) derived from the ownership, use and/or operation of the Cars, including, but not limited to, car hire charges for mileage, per diem and incentive per diem, if any. "Operating Expenses" shall mean all expenses and costs incurred in connection with the ownership, management, use and/or operation of Cars, including, but not limited to, the following: Maintenance, repairs, except to the extent that the cost of such repairs is paid from the Maintenance Fee under Section 8 hereof; payments of Maintenance Fee; painting; costs of modifications and improvements; legal fees incurred in connection with enforcing Owner's rights or repossessing Cars; insurance; charges, assessments or levies imposed upon or against Cars of whatever kind or nature; losses from liabilities; ad valorem, gross receipts and other property taxes; reasonable rent and storage expenses payable to third parties under Article 16; expenses for any car hire reclaim relief properly and reasonably allowed any railroad; Maintenance Fees under Section 8.3 hereof; and, only after payment of all other Operating Expenses, Management Fees (as hereinafter defined). Gross Receipts and/or Operating Expenses attributable to a calendar quarter which are received or paid after the date of disbursement for such quarter shall be included in subsequent quarterly distributions and accounted for as Gross Receipts or Operting Expenses of that subsequent quarter. "Net Revenues" shall mean Gross Receipts less Operating Expenses. If the Revenues available are insufficient in any quarter to pay the Operating Expenses in such quarter,

the Manager shall advance, on behalf of Owner, an amount equal to such deficiency as and when required and Owner shall reimburse Manager therefor within 30 days after notice thereof following the end of such quarter, it being agreed that all Operating Expenses in excess of Gross Receipts shall be Owner's sole responsibility; provided, however, that, without limiting the provisions of the last sentence of Section 2.2, Manager shall not advance and Owner need not reimburse for Management Fees under this Section. No debt service or payments of the purchase price due under the Conditional Sales Agreement shall be deemed an Operating Expense.

Manager shall collect all Revenues and, to the extent thereof, disburse the same on behalf of Owner in the following order of priority:

(i) First, if and to the extent that the vendee under the Conditional Sales Agreement shall fail to make any payment required to be made thereunder, when due, to pay an amount equal thereto to Secured Party;

(ii) second, to pay the Maintenance Fee provided in Section 8 hereof;

(iii) third, to pay all Operating Expenses theretofore incurred; and

(iv) fourth, to pay to the holder of any lien on the Equipment securing indebtedness incurred by Owner in connection with the acquisition of the Equipment an amount equal to each payment thereunder, as and when the same shall become due and payable.

During the period from the date hereof to December 31, 1980, Manager's advance and Owner's reimbursement obligation provided in the first paragraph of this Section shall include Management Fees due for such period.

2.2 Management Fees. In consideration of the performance by Manager of services to be performed by Manager pursuant to this Agreement, Owner shall pay, and Manager shall accept, fees (the "Management Fees") equal to 20% of all Gross Receipts, excluding insurance or condemnation or sale proceeds. Management Fees shall be due as and when Gross Receipts are received from time to time. Any Management Fees accrued during but unpaid upon the end of the term hereof, shall be paid by Owner to Manager within 30 days after a final account thereof is rendered.

2.3 Revenue Disbursement Dates. Subject to the provisions of the Conditional Sales Agreement, Net Revenues shall be disbursed by Manager to Owner, at its address set forth elsewhere in this Agreement, in quarterly installments within 30 days after the end of each calendar quarter accompanied by a statement indicating the computation thereof. The first installment of such Net Revenues for each Item of Equipment shall be so disbursed on March 31, 1980. If any of the disbursement dates is not a business day, the disbursement otherwise to be made on such date shall be made on the next succeeding business day. For purposes of this Agreement, the term "business day"means calendar days, excluding Saturdays, Sundays and holidays on which banks in the Commonwealth of Pennsylvania are authorized or required by law to remain closed.

2.4 Annual Reports. Within 90 days after the close of each calendar year, Manager will deliver to Owner a report of such independent certified public accountants as are then acting as accountants to Manager, as to their review (which review will not constitute, and is not intended to be equivalent to, an audit of the operation of the Cars) of the mathematical correctness of the computations made by Manager in the allocation of Gross Receipts, Operating Expenses and Net Revenues and the conformity of the accounting procedures followed by Manager to its obligations and duties under this Agreement. If such review shall disclose any overpayment or underpayment of Net Revenues or Management Fees, the amount thereof shall be promptly adjusted pursuant to the provisions of this Agreement.

SECTION 3. TERM OF THE AGREEMENT.

The term of this Agreement as to each Item of Equipment shall begin on the date of the delivery to and certification by Manager of such Item of Equipment as provided in Section 1.2 hereof and, subject to the provisions of Sections 15 and 19 hereof, shall terminate on December 31, 2000. The obligations of Owner and Manager hereunder arising during the term of this Agreement, or as may otherwise be specifically provided for herein, shall survive the expiration of the term of this Agreement.

SECTION 4. OWNERSHIP AND MARKING OF EQUIPMENT.

4.1 Retention of Title. Owner shall, and hereby does, retain full legal title to the Equipment

notwithstanding the delivery thereof to, and management thereof by, Manager.

4.2 Duty to Number and Mark Equipment. Manager will cause each Item of Equipment to be kept numbered with the identifying number as set forth in Schedule A hereto and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed upon each side of each Item of Equipment in letters not less than one inch in height such labeling as from time to time may be required by law in order to protect the title of Owner to such Item of Equipment, its rights under this Agreement, the rights of the Secured Party and the rights of any other assignee of Secured Party and as required by any AAR or governmental requirements. Manager will not place any such Item of Equipment in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. Manager will not change the identifying number of any Item of Equipment except with the prior consent of Owner in accordance with a statement of new identifying numbers to be substituted therefor, which consent and statement previously shall have been filed with Owner by Manager and filed, recorded or deposited in all public offices where this Agreement shall have been or shall be required to be filed, recorded or deposited, and Manager shall have furnished to Owner an opinion of counsel to such effect.

4.3 Prohibition Against Certain Designations. Except as provided in this Section 4, Manager will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Manager may cause the Equipment to be letered with the names or initials or other insignia customarily used for convenience of identification.

SECTION 5. ENFORCEMENT OF WARRANTIES.

So long as an Event of Default has not occurred and is not continuing hereunder, Owner hereby authorizes Manager, and Manager hereby agrees, during the term of this Agreement, to assert and enforce, from time to time, in the name and for the account of Owner whatever claims and rights Owner may have against any builders or contractors in respect of the Equipment.

SECTION 6. DUTIES OF MANAGER AND INDEMNIFICATION

6.1 Duties of Manager. Manager shall provide and perform, on behalf of Owner, the services set forth below during the term of this Agreement:

(a) Immediately upon execution of this Agreement, or as soon thereafter as reasonably practicable, take possession of the Cars as agent for Owner for the purpose of managing and operating the Cars, as herein provided.

(b) Use its best effort to keep such Cars in use for the term of this Agreement, with railroads, shippers or other financially responsible parties ("Users") for that purpose on terms and conditions which are customary in the industry (but in no event shall Manager make leases without Owner's written consent) and pursuant to the interchange rules of the AAR and orders of the ICC, and taking such steps as may be required to insure that all obligations and duties arising thereunder are performed or complied with in an orderly and timely fashion, so as to maximize Revenues hereunder.

(c) Use its best efforts to insure that all steps are taken which may be necessary to have the Cars registered and accepted by all hauling carriers under the AAR.

(d) Collect or cause to be collected all payments and charges due with respect to the Cars, identifying itself as agent for that purpose, pay Operating Expenses therefrom and account for and remit all sums due to Owner as herein provided.

(e) Recover possession of Cars and enforce all rights of Owner with respect thereto, including the payment of all amounts owed thereunder or otherwise with respect to the Cars as shall be appropriate or necessary in the judgment of Manager exercised in good faith; and institute and prosecute legal proceedings in the name of Owner as and if permitted and/or recover possession of the Cars; and, when expedient, settle, compromise and/or release such actions or suits.

(f) Place in Owner's name such insurance as is hereinafter described.

(g) Pay, in Owner's name, all personal property taxes and other taxes, charges, assessments, or levies imposed upon or against the Cars of whatever kind

or nature and, in Manager's discretion, defend against any such charges and seek revision of or appeal from any assessment or charge deemed improper, all such actions to be in the name of Owner.

(h) Monitor and record, or cause to be monitored and recorded, movement of the Cars.

(i) Maintain, or cause to be maintained, complete and accurate records of all transactions relating to the Cars.

(j) Provide Owner with advice and recommendations concerning the sale of the Cars.

(k) Furnish factual information reasonably requested by Owner in connection with Federal and State tax returns.

(l) Perform for Owner such other services incidental to the foregoing as may from time to time be reasonably necessary. All of the foregoing duties of Manager shall be subject to the further detailed provisions of this Agreement relating thereto and shall be performed in good faith in the best interests of Owner.

6.2 Indemnification. Owner shall defend (if such defense is tendered to Owner), indemnify and hold Manager harmless from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), losses or liabilities incurred by or asserted against Manager as a result of the use, operation, possession, control, maintenance, repair or storage of the Cars; provided, however, that Owner shall not defend, indemnify or hold Manager harmless from and against, and Manager shall not be exculpated from, any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from the negligence, bad faith or misconduct of Manager or default by Manager hereunder.

SECTION 7. RULES, LAWS AND REGULATIONS.

Manager shall cause the Equipment to comply, and require every use of an Item of Equipment to comply, in all respects with all laws and interchange rules of the AAR and with all lawful rules of the DOT, the ICC and any other legislative, executive, administrative or judicial body exercising any power of jurisdiction over an Item of

Equipment. In the event that such laws or rules require any alteration of an Item of Equipment, or in the event that any equipment or appliance of an Item of Equipment shall be required to be changed or replaced, or in the event that any additional or other equipment or appliance is required to be installed on an Item of Equipment in order to comply with such laws or rules ("Manadatory Alteration"), Manager shall make such alterations, changes, replacements and additions; provided, however, that Manager shall, in good faith, contest the validity or application of any such law or rule which is customary in normal railcar operations to contest in any reasonable manner which does not, in the opinion of Owner, adversely affect the property or rights of Owner.

SECTION 8. MAINTENANCE OF EQUIPMENT.

8.1 Standards of Maintenance. Manager shall permit the Equipment to be used only in the manner for which it was designated and intended and so as to subject it only to ordinary wear and tear. Manager shall maintain and keep each Item of Equipment in good order, condition and repair so that each Item will remain (a) in as good operating condition as when delivered (ordinary wear and tear excepted), (b) in compliance with any and all applicable laws and regulations, and (c) desirable to and suitable for use by a Class I railroad.

8.2 Improvements. Except as required by the provisions of Section 7 hereof, Manager shall not make any permanent or other material modifications to any Item of Equipment without the prior written authority and approval of Owner, which consent shall not be unreasonably withheld or delayed.

8.3 Maintenance Fee. In order to maintain the Equipment in accordance with this Section, a Maintenance Fee of $2.15 per day shall be set aside as an Operating Expense by Manager for each Item of Equipment under this Agreement. The aggregate amount of any such fees held from time to time by Manager shall be maintained by Manager as trust funds in a segregated and separately maintained and identified interest-bearing bank account and such fees in such account shall be used by Manager solely to maintain the Equipment in accordance with the requirements of this Section 8. Any expenses for the maintenance required by this Section 8 which are in excess of such fees (and any

increases thereof as provided below) in such account shall be paid by Manager and shall not be deemed an Operating Expense. Upon the expiration of this Agreement and the return of the Equipment pursuant to Section 14 hereof in the condition required by this Section 8, any excess amounts in such account or accounts shall be retained by and constitute the property of Manager, but if this Agreement is terminated by reason of default by Manager or cancellation by Manager, the excess amounts shall be paid to Owner forthwith.

If the labor rate established by the AAR and in effect on December 31 of any year commencing December 31, 1980 (the "Prevailing Labor Rate") shall differ from the labor rate so established and in effect on December 31, 1979 (the "Current Labor Rate"), the Maintenance Fee shall be increased or decreased by one half of the amount by which (i) the product of the Maintenance Fee and the quotient obtained by dividing the Prevailing Labor Rate by the Current Labor Rate is greater or lesser than (ii) the Maintenance Fee on the date hereof. If the U.S. Wholesale Price Index for Metal and Metal Products in effect on December 31 of any year commencing December 31, 1980 (the "Increased Rate") shall differ from such Index in effect on December 31, 1979 (the "Basic Index"), the Maintenance Fee shall be further increased or decreased by one half of the amount by which (i) the product of the Maintenance Fee and the quotient obtained by dividing the Increased Rate by the Basic Index is greater or lesser than (ii) the Maintenance Fee on the date hereof. Any such adjustment shall be instituted by notice from Manager to the Owner and shall take effect on and after the date of such notice. Anything herein to the contrary notwithstanding, the Maintenance Fee shall not be decreased below the minimum fee of $2.15 per day for each Item of Equipment under this Agreement.

SECTION 9. LIENS CAUSED BY MANAGER.

Manager will promptly pay or discharge any and all sums claimed by any party as a result of the wrongful act or default in the performance by Manager of its obligations under this Agreement which, if unpaid, might become a lien, charge, security interest or other encumbrance upon or with respect to any Item of Equipment, including any accession thereto, or any part thereof or the interest of Owner therein, and will promptly discharge any such lien, claim, security interest or other encumbrance which arises;

provided, however, that Manager shall be under no obligation to pay or discharge such claim so long as it is contesting the validity thereof in good faith in a reasonable manner and by appropriate legal proceedings and the nonpayment thereof does not, in the opinion of Owner, adversely affect the title, property or rights of Owner or any assignee thereof. If any such claim shall have been charged or levied by anyone and in any manner against Owner directly and shall have been paid by Owner, Manager shall reimburse Owner, on presentation of an invoice therefor, provided that Owner shall have been legally liable with respect thereto (as evidenced by an opinion of counsel for Owner) or Manager shall have approved the payment thereof.

SECTION 10. FILING, PAYMENT OF EXPENSES AND TAXES.

10.1 Filing, Expenses. Prior to delivery of an Item of Equipment, Manager will cause this Agreement to be duly filed, registered or recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and in such other places within or without the United States as Owner may reasonably request for the protection of its title and will furnish to Owner the proof thereof. Manager will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, re-register or record whenever required) any and all further instruments required by law or reasonably requested by Owner for the purpose of protecting Owner's title to the Equipment to the satisfaction of Owner's counsel or for the purpose of carrying out the intention of this Agreement and, in connection with any such action, will promptly deliver to Owner proof of such filings and an opinion of Manager's counsel that such action has been properly taken. Manager shall prepare for filing all documents relating to the registration, maintenance and record-keeping functions for the Equipment in accordance with the rules and regulations of the AAR, ICC, the DOT and any other governmental or industry authority. Such matters shall include (without limitation) the preparation of the following documents: (i) Appropriate AAR interchange agreements with respect to the Equipment; (ii) registration of each Item of Equipment in the Official Railway Equipment Register (such registration directing that correspondence from Railroads using such Items of Equipment be addressed to the Manager); and (iii) such reports as may be required from time to time by the ICC and other

regulatory agencies with respect to the Equipment. Manager will pay all costs, charges and expenses incident to any such filing, refiling, recording and re-recording or depositing and redepositing of any such instruments or incident to the taking of such action and the same shall not be deemed an Operating Expense.

10.2 Payment of Taxes. Manager shall cause to be paid as an Operating Expense any local, state, federal or foreign taxes (other than any United States federal, state or local income tax payable by Owner on payments provided for herein) or license fees, assessments, charges, fines, interests and penalties (all such expenses, taxes, license fees, assessments, charges, fines, interests and penalties being hereinafter called Impositions) hereinafter levied or imposed upon or in connection with or measured by this Agreement or any sale, possession, rental, use, payment, shipment, delivery or transfer of title under the terms hereof or in connection with the transactions contemplated herein. Manager will also cause to be paid as an Operating Expense promptly all Impositions which may be imposed upon any Item of Equipment or for the use or operation thereof or upon the earnings arising therefrom (except as provided above) or upon the Owner solely by reason of its ownership thereof and will keep at all times all and every part of such Item of Equipment free and clear of all Impositions which might in any way affect the title of Owner or result in a lien upon any such Item of Equipment; provided, however, that Manager shall not pay any Imposition of any kind so long as it is contesting such Imposition in good faith and by appropriate legal proceedings (and Manager agrees to contest those which it is customary in normal railcar operations to contest), provided, the non-payment thereof does not, in the opinion of Owner, adversely affect the title, property or rights of Owner hereunder; and provided, further, that Manager shall not be required to pay any Imposition or reimburse any person for any loss, cost or expense related to any Imposition which is the subject of any lien, charge, security interest or other encumbrance which Manager is not required by Section 9 hereof to pay or discharge.

In the event any reports or returns with respect to Impositions are required to be made, Manager will either make such reports in such manner as to show the interests of the Owner in such Items of Equipment or notify Owner of such requirements and make such reports in such manner as shall be satisfactory to Owner.

SECTION 11. CAR HIRE RELIEF.

Manager shall have the authority to enter into arrangements with railroads to grant car hire reclaim relief in Manager's discretion when deemed prudent to maximize revenues in respect to the Equipment.

SECTION 12. INSURANCE.

12.1 Insurance.

(a) Manager will maintain or cause to be maintained at all times during the term of this Agreement and any renewals thereof (and thereafter during the period in which the Equipment is being returned or stored pursuant to Section 14 hereof), with Aetna Life and Casualty or such other reputable insurance carriers and through such brokers as shall be directed in writing by Owner, such property insurance as is provided for below. Initially, and until otherwise directed by Owner, property insurance shall be in an amount equal to 105% of the initial purchase price per Car or, if a greater amount is required by the holder of the Lien, such greater amount, insuring against loss and destruction of, and damage to, such Item arising out of physical damage caused by fire, windstorm, explosion and all other hazards and risks ordinarily subject to extended coverage insurance, and against such other hazards and risks as are customarily insured against by companies owning or operating property of a similar character or engaged in a business similar to that engaged in by Manager with a deductible amount not in excess of $500 per Item of Equipment. Each such insurance policy shall (i) name Owner, Secured Party and any other party designated by Owner as insureds as their respective interests may appear, (ii) provide that such policy will not be invalidated as against Owner or Secured Party because of any violation of a condition or warranty of the policy or the application therefor by Manager, (iii) provide that such policy may be materially altered or cancelled by the insurer only after thirty (30) days' prior written notice to the Owner and Secured Party, (iv) provide that such policy shall be prepaid a minimum of ninety (90) days in advance, and (v) provide that all of the provisions thereof except the limits of liability (which shall be applicable to all insureds as a group) and liability for premiums shall operate in the same manner as if it were a separate policy covering each insured and shall be primary without right of contribution from any insurance carried by

Owner. Such insurance policies shall not have any co-insurance clauses or shall be in an amount sufficient to avoid co-insurance.

(b) Manager will procure and maintain during the term of this Agreement, and any renewals thereof (and thereafter during the period in which the Equipment is being returned or stored pursuant to Section 14 hereof), with Aetna Life and Casualty or such other reputable insurance carriers and through such brokers as shall be directed in writing by Owner, comprehensive general liability insurance against bodily injury and third party property damage for each Item of Equipment with liability limits not less than $3,000,000 and with no deductible. Each such insurance policy shall (i) name Owner, Secured Party and any other party designated by Owner as insureds as their respective interests may appear, (ii) provide that such policy will not be invalidated as against Owner or Secured Party because of any violation of a condition or warranty of the policy or the application therefor by Manager, (iii) provide that such policy may be materially altered or cancelled by the insurer only after thirty (30) days' prior written notice to Owner and Secured Party, (iv) provide that such policy shall be prepaid a minimum of ninety (90) days in advance, and (v) provide that all of the provisions thereof except the limits of liability (which shall be applicable to all insureds as a group) and liability for premiums shall operate in the same manner as if it were a separate policy covering each insured and shall be primary without right of contribution from any insurance carried by Owner.

(c) Manager shall procure and maintain during the term of this Agreement such other insurance or different amounts or limits as Owner may, from time to time, direct in writing or, if Manager is unable so to do, Owner may do so and be reimbursed therefor from Revenues as an Operating Expense.

Manager shall deliver to Owner, prior to the commencement of the term hereof for any Item of Equipment (and at such other time or times as Owner may reasonably request) and from time to time, but within at least 15 days prior to the expiration date of each policy of such insurance in respect to insurance to be renewed by Manager, a certificate signed by a firm of independent insurance brokers appointed by Owner, or if not, appointed by Manager and not objected to by Owner, showing the insurance then maintained, or to be maintained in the case of renewals, by Manager pursuant to this Section 12 with respect to the

Items of Equipment and the expiration date of each policy of such insurance, and stating the opinion of said firm that the insurance then carried and maintained, or to be carried and maintained, on or with respect to the Items of Equipment complies, or will comply, as the case may be, with the terms hereof; provided, however, that Owner shall be under no duty to examine such certificate, opinion or other evidence of insurance, or to advise Manager in the event that its insurance is not in compliance with this Agreement. Copies of all policies will be furnished to Owner promptly upon request, and originals to the Secured Party.

In the event of failure on the part of the Manager to provide and furnish any of the aforesaid insurance, Owner, upon notice to Manager, may procure such insurance and Manager shall reimburse Owner out of Revenues for all expenditures made by the Owner for such insurance, provided, however, that such expenditures are and shall continue to be an Operating Expense.

12.2 Application of Insurance Proceeds. If any Item of Equipment is rendered unusable as a result of any physical damage to, or destruction of, the Equipment, Manager shall give to Owner immediate notice thereof. Manager shall determine, within fifteen (15) days after the date of occurrence of such damage or destruction, whether such Item of Equipment can be repaired. Subject to the rights of the Secured Party, in the event Manager determines that the Item of Equipment cannot be repaired, such proceeds shall be disbursed as provided above in Section 12.1(a)(i) and this Agreement shall terminate with respect to such Item of Equipment, except for obligations theretofore accrued hereunder. In the event Manager determines that such Item of Equipment can be repaired, Manager shall advise Owner of the cost thereof and, if approved by Owner, shall cause such Item of Equipment to be promptly repaired as an Operating Expense.

SECTION 13. STATUS REPORTS AND INSPECTION.

13.1 Status Reports. On or before April 15, in each year, commencing with the year 1980, Manager will furnish to Owner an accurate statement as of the end of the preceding calendar year signed by the President or any Vice President of Manager (a) showing the numbers of the Items of Equipment then managed hereunder, the amount, description and numbers of all Items of Equipment that have suffered any

damage or loss during such calendar year (or since the date of this Agreement, in the case of the first such statement), and such other information regarding the condition or repair of the Equipment as Owner may reasonably request, (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 4 hereof shall have been preserved or replaced, (c) describing the insurance coverage maintained by Manager pursuant to Section 12.1 hereof, and (d) stating that a review of the activities of Manager during such year has been made under his supervision with a view to determining whether Manager has kept, observed, performed and fulfilled all of his obligations under this Agreement and that to the best of his knowledge, Manager has during such year kept, observed, performed and fulfilled all such covenants, obligations and conditions contained or referred to herein, or if an Event of Default, or an event which with the passage of time or the giving of notice or both would cause an Event of Default, has occurred and is continuing, specifying such Event of Default and all such events and the nature and status thereof and what action Manager proposes to take with respect thereto.

13.2 Owner's Inspection Rights. Owner shall have the right, at its sole cost and expense, by its authorized representative, to inspect the Equipment and Manager's records with respect thereto, at such times during normal business hours as shall be reasonable to confirm to Owner the existence and proper maintenance thereof during the continuance of this Agreement.

13.3 Other Reports and Inspection Rights. Manager agrees that it will furnish, or cause to be furnished to Owner the following:

(a) Upon each disbursement date, a statement summarizing Gross Receipts, Operating Expenses and Net Revenues in respect to the Equipment for the three months prior to such disbursement date and, in addition, on each March disbursement date a statement certified as correct by the chief financial officer of Manager itemizing such utilization for the previous 12 months, the Gross Receipts, Operating Expenses, Maintenance Fees, Net Revenues and Management Fees charged by Manager in respect thereto and the disbursements made to Owner; and

(b) such additional information as Owner may reasonably request concerning Manager in order to enable Owner to determine whether the covenants, terms and provisions of this Agreement have been complied with by Manager.

Owner (or such persons as it may designate) may visit, inspect and examine, at such times and from time to time as shall be reasonable, the records or books of account of Manager relating to the Equipment and to discuss the affairs, finances and accounts of Manager relating to the Equipment with its officers and independent accountants, upon prior notice to Manager, during normal business hours.

SECTION 14. RETURN OF EQUIPMENT UPON EXPIRATION OF TERM.

Upon the expiration of the term of this Agreement or any extension thereof, Manager will, at the cost and expense of Owner, deliver possession of the Equipment to Owner upon such storage tracks within the continental United States and store the Equipment on such tracks for a period not exceeding 90 days and transport the same at any time within such 90-day period to any connecting carrier for shipment, all as directed by Owner upon not less than thirty-five (35) days prior written notice to Manager. During any such storage period, Owner or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any Item of Equipment may inspect the same. All movement and storage of each Item of Equipment is to be at the risk and expense of Owner except in the case of negligence or willful misconduct of Manager, or of its employees or agents, resulting in the death of any person, any injury to any person or property or any damage to the Equipment while delivering possession of it to Owner or storing it in accordance with this Section. All Revenues earned in respect to the Equipment after the date of termination of this Agreement, or any extension thereof, shall belong to Owner and, subject to the rights of Secured Party, if received by Manager, shall be promptly turned over to Owner.

SECTION 15. DEFAULT.

15.1 Events of Default. If, during the continuance of this Agreement, one or more of the following events (each such event being herein called an Event of Default) shall occur and, if not otherwise provided, Owner has given notice thereof to Manager (although Manager shall not have time to cure except as expressly provided below):

(a) Default shall be made in the disbursement to Owner of any part of the Net Revenues to be disbursed to Owner as provided in Section 2 hereof, and such default shall continue for twenty (20) days after receipt of written notice that the same is due and payable; or

(b) any representation or warranty made herein or pursuant hereto or in any statement or certificate furnished to Owner pursuant to or in connection with this Agreement shall have been untrue in any material respect when made; or

(c) Manager shall make or permit any unauthorized assignment or transfer of this Agreement or possession of the Equipment or any portion thereof; or

(d) default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of Manager contained herein and such default shall continue for (i) ten (10) days, as to Section 22, or (ii) in other events, thirty-five (35) days after written notice from Owner specifying the default and demanding the same to be remedied; or

(e) any proceedings shall be commenced by or against Manager for any relief which includes, or might result in, any modification of the obligations of Manager hereunder, under any bankruptcy or insolvency law or law relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of Manager under this Agreement shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for Manager or for the property of Manager in connection with any such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees or receiver or receivers, within thirty (30) days after such appointment, if any, or sixty (60) days after such proceeding shall have been commenced, whichever shall be earlier; or

(f) any proceeding shall be commenced by or against Manager for any relief which includes, or might result in, modification of the obligations of Manager

under this Agreement under any bankruptcy or insolvency law, or law relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions, and unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue) and subsequently the Secured Party declares that an Event of Default has occurred under the Conditional Sales Agreement and has notified Owner that Secured Party intends to exercise its rights under such Conditional Sales Agreement;

then, in any such case, Owner, its successor and assigns, at its option, may:

(1) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Manager of the applicable covenants of this Agreement or to recover damages for the breach thereof, including reasonable attorneys' fees and expenses; or

(2) by notice in writing to Manager, terminate this Agreement, whereupon all right of Manager to manage the Equipment shall absolutely cease and terminate, but Manager shall remain liable as hereinafter provided; provided, however, that Owner shall have a right to recover from Manager any and all amounts which, under the terms of this Agreement, may be then due or which may have accrued to the date of such termination.

In addition, Manager shall be liable, during or after the exercise of any of the foregoing remedies, for all reasonable attorneys' fees and other expenses by reason of the occurrence of an Event of Default or the exercise of Owner's remedies in respect thereto and for damages as provided by law.

15.2 Cumulative Remedies. The remedies in this Agreement provided in favor or Owner shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently, and shall be in addition to all other remedies in its favor existing at law or in equity.

15.3 Owner's Exercise of its Rights. The failure or delay of Owner or its assigns to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

The singular or partial exercise of any such right shall also not preclude any other or further exercise thereof, or the exercise of any other right of the hereunder.

SECTION 16. RETURN OF EQUIPMENT UPON DEFAULT.

16.1 Manager's Duty to Return. If the Owner shall terminate this Agreement pursuant to Section 15 hereof, Manager shall forthwith deliver possession of the Equipment to Owner in the condition such Equipment is required to be maintained hereunder. For the purpose of delivering possession of any Item of Equipment to Owner as above required, Manager shall, at its own cost, expense and risk:

(a) Forthwith, but in any event within thirty-five (35) days, assemble and place each such Item of Equipment upon such storage tracks as Owner may reasonably designate within the continental United States or, in the absence of such designation, as Manager may select;

(b) provide storage, at the risk of Manager, for each Item of Equipment on such tracks without charge for insurance, rent or storage until such Equipment has been sold, leased, or otherwise disposed of by Owner; and

(c) transport the Equipment to any place of interchange on the lines of a railroad within a 25-mile radius of such storage tracks, all as Owner may reasonably direct upon not less than thirty (30) days written notice to Manager.

16.2 Specific Performance. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are at the expense and risk of Manager and are the essence of this Agreement, and upon application to any court of equity having jurisdiction in the premises, Owner shall be entitled to a decree against Manager requiring specific performance of the covenants of Manager to so assemble, deliver, store and transport the Equipment.

16.3 Manager's Waiver. Manager hereby expressly waives any and all claims against Owner and its assigns or agents for damages of whatever nature in connection with the retaking of any Item of Equipment in any reasonable manner.

SECTION 17. PERFORMANCE STANDARDS.

Manager agrees to use its best efforts to minimize maintenance, insurance, repair and other Operating Expenses. If Manager shall, directly or through any affiliated entity, furnish any work, labor or materials as an Operating Expense, the cost thereof shall in no event exceed the normal and customary charges by private shops therefor.

If Manager shall fail to pay any Operating Expense when due, and after five (5) days written notice thereof by Owner, unless the payment thereof is deferred by contest being conducted by Manager, Owner may pay the same and Manager shall forthwith reimburse Owner out of Gross Receipts, which reimbursement shall be deemed an Operating Expense hereunder.

Manager agrees to perform its obligations hereunder with due diligence, in an efficient and proper manner, in accordance with the highest ethical and business standards of railcar management, and in the best interests of Owner.

SECTION 18. NO TRANSFER BY MANAGER.

Manager shall not, without first obtaining the written consent of Owner, which consent shall not be unreasonably withheld or delayed, sell, assign or transfer any or all of its rights or interests in, to or under this Agreement but, in any event, Manager named herein shall remain liable for the full performance of all of the obligations of Manager under this Agreement.

Nothing in this Section 18 shall be deemed to restrict the right of Manager to assign or transfer its interest under this Agreement to any corporation, now controlled, under common control with or controlling Manager (which shall have duly assumed in writing the obligations hereunder of Manager), into or with which Manager shall have become merged or consolidated or which shall have acquired all, or substantially all, of the property of Manager; provided, however, that any such assignee, successor or transferee will not, after giving effect to such merger or consolidation or acquisition of properties (a) be in default under any provisions of this Agreement, (b) have a net worth (determined in accordance with generally accepted principles of accounting) less than 90% of that

of Manager immediately preceding such merger, consolidation or acquisition, and (c) have altered in any way Manager's obligations to Owner hereunder which shall be and remain those of a principal and not a guarantor.

SECTION 19. CANCELLATION.

Owner reserves the right to cancel and terminate this Agreement and all rights of Manager hereunder upon any sale or other disposition of any of the Equipment at any time after the fifth anniversary of the date of this Agreement. If only a portion of the Equipment is so sold or transferred, this Agreement shall terminate only to the extent thereof. Manager reserves the right to cancel and terminate this Agreement at any time after the fifth anniversary of the date of this Agreement, upon sixty (60) days' prior written notice to Owner. All payments due hereunder shall be promptly computed and paid as of the date of such cancellation.

SECTION 20. NO JOINT VENTURE OR PARTNERSHIP.

Owner and Manager recognize and acknowledge that this Agreement is not intended to create a partnership, joint venture or other entity between Owner and Manager. Manager shall not take any action or engage in any course or dealing which would suggest or create an inference that there is any such understanding or agreement. Manager shall not have any authority to (i) offer for sale, contract or agree to sell or sell any Cars except as Owner may from time to time hereafter expressly request or direct, or (ii) cause the Cars to be reclassified without the consent of Owner.

SECTION 21. FOREIGN USAGE.

Manager shall promptly report to Owner any usage of any Car outside the United States. Manager shall not permit any Car to be used in a manner or by an entity which might, immediately or upon the passage of time, cause a loss of the tax credit to Owner under Section 38 (and related sections) of the Internal Revenue Code of 1954, as amended.

SECTION 22. COMPLIANCE WITH CONDITIONAL SALES AGREEMENT.

Manager has examined a full copy of the Conditional Sales Agreement. Owner is relying upon Manager to perform its duties hereunder in a manner which complies with and will not cause a default to occur under the Conditional Sales Agreement or any subsequent agreement creating any lien or other interest in the Equipment to secure the payment of indebtedness, a copy of which shall be delivered to Manager, and, subject to Owner's reimbursement obligations under Section 2.1, Manager agrees so to perform.

SECTION 23. PARITY LOADING.

Manager represents that it heretofore has not, and agrees that it will not hereafter, enter into any agreement to load railroad cars not owned by Manager or any parent, affiliate or subsidiary ("Non-Owned Cars"), nor engage in any course of practice by which it loads Non-Owned Cars, in preference to any of the Equipment, and that all Non-Owned Cars, including the Equipment, will be treated with commercially reasonable parity, although Non-Owned Cars other than the Equipment may be treated with less than parity. In all events, Manager will load the Cars prior to loading any railcars owned by Manager or any parent, affiliate or subsidiary.

SECTION 24. SUBORDINATION.

This Agreement and Manager's authority and rights hereunder are subject and subordinate in all respects to the liens and security interests upon the Cars and Revenues generated thereby held by Secured Party and by Seller.

SECTION 25. REPRESENTATIONS.

25.1 Representations and Warranties of Manager. Manager represents and warrants to, and covenants and agrees with, Owner as follows:

(a) Manager is a corporation duly and validly organized and existing in good standing under the laws of the state of its incorporation and has all corporate power and authority to own its properties and carry

on its business in the places where such properties are located and such business is conducted.

(b) Manager has the power and authority to enter into this Agreement. There is no action, suit or proceeding pending against Manager before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair the execution, delivery or performance by Manager of this Agreement.

(c) The execution and delivery of this Agreement by Manager and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate action of Manager and do not violate or conflict with (i) any provision of Manager's Certificate of Incorporation or By-Laws, (ii) any law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority, or (iii) any agreement to which Manager is a party or by which Manager is bound.

(d) This Agreement constitutes the valid and binding obligation of Manager enforceable in accordance with its terms, subject, however, to laws of general application affecting creditors' rights.

(e) Manager is not subject to any restriction, indenture or agreement (including, without limitation, any agreements creating or relating to the lien of Secured Party) which, with or without the giving of notice, the passage of time, or both, prohibits or would be violated by the execution, delivery and consummation of this Agreement or which, except for the lien of Secured Party, by its terms causes or will cause any security interest to attach to the Equipment. All consents necessary for such execution, delivery or consummation by Manager have been obtained.

(f) There is no action, suit or proceeding pending against Manager before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair the execution and delivery by Manager of this Agreement and the performance by Manager of its obligations hereunder.

25.2 Representations and Warranties of Owner. Owner represents and warrants to, and agrees with, Manager as follows:

(a) Owner has the power and authority to enter into this Agreement and to carry out the transactions contemplated hereunder and the exeuction, delivery and performance of this Agreement by Owner have been duly authorized by all necessary action of Owner.

(b) The execution and delivery of this Agreement and the performance by it of its obligations hereunder do not violate or conflict with (i) any law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority, or (ii) any agreement to which Owner is a party or by which Owner is bound. There is no action, suit or proceeding against Owner before any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair the execution, delivery or performance by Owner of this Agreement.

(c) This Agreement constitutes the valid and binding obligation of Owner enforceable in accordance with its terms, subject, however, to laws of general application affecting creditors' rights.

(d) Owner is not subject to any restriction or agreement which, with or without the giving of notice, the passage of time, or both, prohibits or would be violated by the execution, delivery and consummation of this Agreement and transactions herein referred to. No consents are necessary for such execution, delivery and consummation by Owner.

(e) Owner is not a party to any indenture, mortgage, deed of trust or other written agreement of any nature whatsoever which, by its terms, causes any security interest to attach or hereafter to attach to the Equipment in any manner except the lien held by Seller.

SECTION 26. MISCELLANEOUS.

26.1 Additional Documents. Each party hereto shall execute and deliver all such further instruments and documents as may reasonably be requested by the other party in order to fully carry out the intent and accomplish the purpose of this Agreement and the transactions referred to herein.

26.2 Notices. Any notice, request or other communication required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States certified mail, first class, postage prepaid, addressed as follows:

If to the Manager:

Upper Merion and Plymouth
Railroad Company
c/o FSC Corporation
Suite 404
1000 RIDC Plaza
Pittsburgh, PA 15238

If to the Owner:

The W-A Equipment Company
1114 Avenue of the Americas
New York, New York 10036

plus such one additional addressee as either may designate by notice hereunder, or addressed to any such party at such other address as such party shall hereafter furnish to such other parties in writing.

26.3 Approvals and Consents. Any approval or consent by Owner called for hereunder shall be deemed given if no objection has been received by Manager within thirty (30) days from the giving of notice or request for approval or consent relating thereto.

26.4 Amendments. This Agreement may be amended or varied only by a document, in writing, of even or subsequent date hereto, executed by Owner and Manager.

26.5 Successors and Assigns. Subject to the provisions of Section 18, all covenants and agreements contained in this Agreement shall bind Manager and Owner and shall inure to the benefit of the respective successors, assigns and transferees of Manager, to the extent assignment is permitted hereunder, and Owner, in the same manner and to the same extent and with like effect as if such successors and assigns were named in such covenants and agreeents and were made parties to this Agreement. Except as provided for in this Section 26, nothing contained in this Agreement is intended to create any rights in any third persons, including, without limitation, any users of the Equipment or any persons claiming through or under any such users.

26.6 Execution in Counterparts. This Agreement may be executed in several counterparts, but the counterpart delivered to the Interstate Commerce Commission for recordation and subsequently redelivered to the Secured Party shall be deemed to be the original counterpart.

26.7 Law Governing. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. Section 11303 of Interestate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof, if any, and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited.

26.8 Headings and Table of Contents. All Section headings and the Table of Contents are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

26.9 Severability; Effect and Modification of the Agreement. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

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

[CORPORATE SEAL]

UPPER MERION AND PLYMOUTH RAILROAD COMPANY

ATTEST:

By _____ By _____, attorney-in-fact

WITNESS:

By _____ By _____

THE W-A EQUIPMENT COMPANY

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 12th day of February, 1980, before me personally appeared Alan G. Weiler, to me personally known, who, being by me duly sworn, did depose and say that he is a partner of The W-A Equipment Company, a general partnership organized under the laws of the State of New York, the partnership described in and who executed the foregoing Agreement and he acknowledged the foregoing Agreement as his free act and deed.

Notary Public

STODDARD D. PLATT
Notary Public, State of New York
No. 31-3116308
Qualified in New York County
Commission Expires March 30, 1981

STATE OF ~~NEW YORK~~ Minnesota)
: ss.:
COUNTY OF ~~NEW YORK~~ Hennepin)

On this 19th day of February, 1980, before me personally appeared C. Martin Goldenberg, to me personally known, who, being by me duly sworn, did depose and say that he is an attorney-in-fact of Upper Merion and Plymouth Railroad Company, the corporation which executed the foregoing Agreement and that the seal affixed to the foregoing Agreement is the corporate seal of said corporation, that said Agreement 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 Agreement was the free act and deed of said corporation.

Phyllis L. Brown
Notary Public

PHYLLIS L. BROWN
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Nov. 20, 1984

SCHEDULE A

The Equipment consists of twenty (20) 100 ton Chessie System Design, open top hopper cars bearing identifying numbers UMP 7255 through UMP 7274, inclusive, manufactured by The Chessie Corporation ("Chessie") under Conditional Sales Agreement made with Upper Merion and Plymouth Railroad Company dated as of February 20, 1980 (the "Chessie Agreement").

The Equipment is subject and subordinate to the lien (the "Lien") originally held by Chessie (which has been assigned by Chessie to The Ohio National Life Insurance Company) pursuant to the Chessie Agreement.

SCHEDULE B

CERTIFICATE OF ACCEPTANCE UNDER
MANAGEMENT AND MAINTENANCE CONTRACT

TO: The W-A Equipment Company

I hereby certify that I am a duly appointed and authorized representative of Upper Merion and Plymouth Railroad Company under that certain Management and Maintenance Contract dated as of February 20, 1980 with the The W-A Equipment Company.

I further certify that I have inspected, received, approved and accepted deliver under said Management and Maintenance Contract of the following Items of Equipment:

TYPE OF EQUIPMENT:	100 ton open-top hopper cars
PLACE ACCEPTED:	Russell, Kentucky
NUMBER OF UNITS:	20
MARKED AND NUMBERED:	UMP 7255 to UMP 7274

and certify to the matters described in Section 1.2 of said Management and Maintenance Contract.

The execution of this Certificate will in no way relieve or decrease the responsibility of the Builder for any warranties it as made with respect to the Equipment.

Dated: February 20, 1980