

10922-C

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SUSAN K. WASSERMAN  
PAUL D. WEXLER

0-084A042

Date **MAR 24 1980**  
Fee \$ 10.00

ICS Washington, D. C.

RECORDATION NO. 10922-C Filed 1425

MAR 24 1980 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

LEON C. BAKER  
C. LEONARD GORDON  
COUNSEL

March 21, 1980

Secretary  
Interstate Commerce Commission  
Interstate Commerce Building  
12th and Constitution Avenues, N. W.  
Washington, D. C. 20423

Gentlemen:

Pursuant to 49 U.S.C., Section 11303(a), enclosed herewith on behalf of Upper Merion and Plymouth Railroad Company and American Leasing Investors for filing and recordation are counterparts of Amendment to Management and Maintenance Contract dated as of October 18, 1979 between Upper Merion and Plymouth Railroad Company, as Manager, and American Leasing Investors, as Owner.

The addresses of the parties to the aforementioned agreements are:

Manager

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

Owner

American Leasing Investors  
660 Newport Center Drive  
Newport Beach, California 92660

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I.C.C.  
FEDERATION DR.

*C.F. Kanner*  
*(Amended)*

Secretary, Interstate Commerce Commission

March 21, 1980

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The equipment covered by the aforementioned agreement consists of 58 100-ton open top hopper cars bearing road numbers UMP 7200-7232, inclusive, and MPSX 2001-2025, inclusive.

Please index the enclosed agreement to recordation number 10922 which is the number for the Management and Maintenance Contract which the enclosed agreement amends and which was filed on October 22, 1979.

Enclosed is our check for ~~\$25~~<sup>\$10</sup> for the required recordation fee. Please accept for recordation one counterpart of the enclosed agreement, stamp the remaining counterparts with your recordation number and return them to the delivering messenger along with the fee receipt addressed to the undersigned.

Very truly yours,



C. Martin Goldenberg, as agent  
for Upper Merion and Plymouth  
Railroad Company

CMG:lr  
Enc.

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

3/24/80

OFFICE OF THE SECRETARY

**C. Martin Goldenberg**  
**Gordon Hurwitz Butowsky Baker**  
**Weitzens & Shalov**  
**299 Park Avenue**  
**New York, N.Y. 10017**

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 **3/24/80** at **3:05pm**, and assigned re-  
recording number(s). **10922-C**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

AMENDMENT TO MANAGEMENT AND MAINTENANCE CONTRACT DATED AS OF OCTOBER 18, 1979  
BETWEEN UPPER MERION AND PLYMOUTH RAILROAD COMPANY, AS MANAGER, AND AMERICAN LEASING INVESTORS, AS OWNER

MAR 24 1980 -3 05 PM  
INTERSTATE COMMERCE COMMISSION

WHEREAS, Upper Merion and Plymouth Railroad Company, a Pennsylvania corporation having an office at c/o FSC Corporation, Suite 404, 1000 RIDC Plaza, Pittsburgh, Pennsylvania 15238 ("Manager"), and American Leasing Investors, a California limited partnership having an office at 660 Newport Center Drive, Newport Beach, California 92660 ("Owner"), have entered in a management and maintenance contract dated as of October 18, 1979 (the "Agreement");

WHEREAS, a fully executed copy of the Agreement has been filed with the Interstate Commerce Commission, as provided by law; and

WHEREAS, Owner and Manager desire to amend Sections 2.2, 23.2 and 24.3 of the Agreement.

NOW, THEREFORE, Owner and Manager hereby agree that Sections 2.2, 23.2 and 24.3 of the Agreement shall be, and each of them hereby is, amended as provided below:

The last paragraph of Section 2.2 of the Agreement shall be, and it hereby is, amended in its entirety to read as follows:

"In the event (a) Owner exercises its option to terminate this Agreement after September 18, 1985 as provided in Section 3 hereof, (b) such termination does not occur in connection with a sale of the Equipment on or after November 1, 1989 in which a percentage of the sales price is payable to Manager as is provided for in Section 23.2 hereof and (c) the Gross Receipts derived during the period from the commencement of this Agreement to its termination pursuant to Section 3 hereof are 65% or more of Maximum Utilization for such period, Owner shall pay to Manager (in addition to the Management Fees provided above) additional Management Fees equal to 10% of all Gross Receipts accrued during such period, except as provided in Section 22 hereof."

Section 23.2 of the Agreement shall be, and it hereby is, amended in its entirety to read as follows:

"23.2 Sale Free of this Agreement. Owner will not sell any Item of Equipment prior to September 18, 1985 except as provided in Section 23.1 hereof. Thereafter, Owner may sell all or any Items of Equipment provided that it shall have exercised its option to terminate this Agreement as provided in Section 3 hereof. In the event of (a) the termination of this Agreement in connection with the sale of all of the Equipment on or after November 1, 1989 in a bona fide arms-length transaction and (b) additional Management Fees pursuant to the last paragraph of Section 2.2 of this Agreement would have been payable upon such termination of this Agreement but for the payments due under this Section 23.2, Owner shall pay to Manager, in lieu of the additional Management Fees payable pursuant to the last paragraph of Section 2.2, the following amounts in cash at the time of such sale: If termination of this Agreement in connection with such sale occurs on or after November 1, 1989 but prior to November 1, 1990, an amount equal to 15% of the sales price of the Equipment; if termination of this Agreement in connection with such sale occurs on or after November 1, 1990 but prior to November 1, 1991, an amount equal to 12% of the sales price of the Equipment; if termination of this Agreement in connection with such sale occurs on or after November 1, 1991 but prior to November 1, 1992, an amount equal to 9% of the sales price of the Equipment; if termination of this Agreement in connection with such sale occurs on or after November 1, 1992 but prior to November 1, 1993, an amount equal to 6% of the sales price of the Equipment; and if termination of this Agreement in connection with such sale occurs on or after November 1, 1993 but prior to April 30, 1995, an amount equal to 3% of the sales price of the Equipment. For purposes hereof, termination of this Agreement shall be deemed to be in connection with a sale of all of the Equipment as aforesaid if the notice of termination sets forth Owner's intention to so sell all of the Equipment and all of the Equipment is in fact so sold at the time of such termination."

Section 24.3 of the Agreement shall be, and hereby is, amended to insert the words "Upper Merion and Plymouth Railroad Company" in place of the words "Funding Systems Railcars, Inc." therein.

IT IS FURTHER AGREED by Owner and Manager that, except for the modifications hereinabove set forth, the Agreement shall remain in full force and effect in accordance with its present terms and conditions, and that a copy of this Amendment

shall be filed with the Interstate Commerce Commission as soon after the execution hereof as shall be practicable.

IN WITNESS WHEREOF the undersigned parties have executed this instrument as of the 12th day of November 1979.

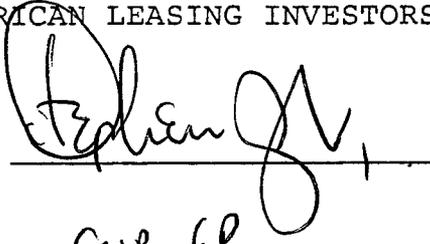
UPPER MERION AND PLYMOUTH  
RAILROAD COMPANY

By: 

Attest:

By: \_\_\_\_\_

AMERICAN LEASING INVESTORS

By:   
GVP, GP

Attest:

By: \_\_\_\_\_

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK)

On this 5<sup>th</sup> day of <sup>February, 1980</sup>~~November, 1979~~, before me personally appeared Stanley B. Scheinman, to me personally known, who being by me duly sworn, did depose and say that he is the President 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.

Helen L. Reinhardt  
Notary Public

HELEN L. LEIBOWITZ  
Notary Public, State of New York  
No. 41-4673967  
Qualified in Queens Co.  
Commission Expires March 30, 1981

STATE OF NEW YORK )

: ss.:

\_ COUNTY OF NEW YORK)

On this 12<sup>th</sup> day of November, 1979, before me personally appeared Stephen Goldsmith to me personally known, who being by me duly sworn, did depose and say that he is the Executive V.P. of AMERICAN LEASING INVESTORS, a Partnership organized under the laws of the State of California, the partnership described in and who executed the foregoing Agreement as his free act and deed.

Betty Meyerson  
Notary Public

NOTARY PUBLIC  
Notary Public, State of New York  
No. 12345678  
Qualified in Queens County  
Commission expires March 30, 1981