

11356-A
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LAW OFFICES

ALVORD AND ALVORD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS *
CHARLES T. KAPPLER
JOHN H. DOYLE
MILTON C. GRACE *
GEORGE JOHN KETO **
RICHARD N. BAGENSTOS

* NOT A MEMBER OF D.C. BAR
** ALSO A MEMBER OF OHIO BAR

200 WORLD CENTER BUILDING
918 SIXTEENTH STREET, N.W.
WASHINGTON, D.C.
20006

March 20, 1980

RECORDATION NO. 11356-4
MAR 20 1980

OF COUNSEL
JESS LARSON
URBAN A. LESTER
TELEPHONE
AREA CODE 202
393-2266

INTERSTATE COMMERCE COMMISSION

TELEX
440348 COAA UI

0-080A041

MAR 20 1980

RECEIVED
MAR 20 2 07 PM '80
I.C.C.
FEE OPERATION BR.

Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20434

Date _____
Fee \$ 10.00

ICS Washington, D.C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section §11303(a) of Title 49 of the United States Code and the regulations thereunder are three counterparts of an Amendment to Agreement of Lease dated as of March 20, 1980.

The Agreement of Lease dated January 11, 1980 to which the enclosed document is an Amendment was recorded at 11:45 a.m. on January 11, 1980 and assigned Recordation Number 11356.

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

One hundred (100) 100-ton open-top triple pocket hopper cars bearing reporting marks and numbers PVS 1000-1099 inclusive.

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

- LESSOR: Refco Transport Equipment, Inc.
39 South LaSalle Street
Chicago, Illinois 60603
- LESSEE: Funding Systems Railcars, Inc.
1000 RIDC Plaza
Pittsburgh, Pennsylvania 15238

The undersigned is agent for the Lessor mentioned in the enclosed document for the purpose of submitting the enclosed document for recordation and has knowledge of the matters set forth therein.

Handwritten signature: C. D. Kaplan

Agatha L. Mergenovich, Secretary
March 20, 1980
Page Two

Also enclosed is a remittance in the amount of \$10 in payment of the required recordation fee.

Very truly yours,

ALVORD AND ALVORD

By Charles T. Kappler
Charles T. Kappler

Interstate Commerce Commission
Washington, D.C. 20423

3/20/80

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
200 World Center Building
918 Sixteenth Street, N.W.
Washington, D.C. D.C. 20006

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 **3/20/80** at **2:10pm**, and assigned re-
recording number(s). **11356-A & 11356-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 11356-A
FILED 1425

MAR 20 1980 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO AGREEMENT OF LEASE

AMENDMENT, dated as of March 20, 1980, by and between REFCO TRANSPORT EQUIPMENT, INC., a Delaware corporation having its principal office and place of business at 39 South LaSalle Street, Chicago, Illinois 60603 ("Lessor"), and FUNDING SYSTEMS RAILCARS, INC., a Delaware corporation having its principal office and place of business at 1000 RIDC Plaza, Pittsburgh, Pennsylvania 15238 ("Lessee").

WHEREAS, the parties hereto have executed and delivered an Agreement of Lease dated January 11, 1980 (the "Agreement of Lease"), and

WHEREAS, as a result of certain miscalculations, the Fixed Rent stated in the Agreement of Lease is inaccurate and the parties desire to correct such inaccuracies;

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

1. The Fixed Rent as referred to in the existing Schedule A to the Agreement of Lease is hereby amended to read as provided in the amended Schedule A attached hereto and such Amended Schedule A shall be incorporated into the Agreement of Lease in the place and stead of the existing Schedule A thereto.

2. As heretofore amended, the Agreement of Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

[SEAL]

LESSOR: REFCO TRANSPORT EQUIPMENT, INC.

WITNESS:

Charles M. Whitman

By:

[Signature]

[SEAL]

LESSEE: FUNDING SYSTEMS RAILCARS, INC.

WITNESS:

[Signature]
Assistant Secretary

By:

[Signature]
Vice President

AMENDED
SCHEDULE A

The expiration date of the Lease Term with regard to the 100 items of Equipment referred to on the attached Schedule shall be July 31, 1995. The Fixed Rent with regard to such items shall be as follows:

- (1) Monthly installments in the amount of:
 - (a) Rent in the amount of \$16,134.79 shall be charged for the period prior to February 1, 1980.
 - (b) \$18,383.10 for each of the next eleven (11) months (February, 1980 through December, 1980) during the term hereof;
 - (c) \$31,066.67 for each of the next twelve (12) months (January, 1981 through December, 1981) during the term hereof;
 - (d) \$33,149.00 for each of the next twelve (12) months (January, 1982 through December, 1982) during the term hereof;
 - (e) \$33,774.00 for each of the next twelve (12) months (January, 1983 through December, 1983) during the term hereof; and
 - (f) \$61,529.07 for each of the remaining 139 months (January, 1984 through July, 1995) during the term hereof;

- (2) Additional amounts determined as follows:

Lessor shall also be entitled, out of (and solely out of) "Net Proceeds" (as hereinafter defined) generated and received by Lessee, and/or by the Existing Underlying Lessee under the Existing Underlying Lease, with regard to the Equipment during the Lease Term, to 50% of such Net Proceeds so generated and received during the Lease Term.

Such amounts required to be paid to Lessor shall be payable when and as received by Lessee and/or the Existing Underlying Lessee. To the extent that Net Proceeds to which Lessor is entitled hereunder are received by the Existing Underlying Lessee under the Existing Underlying Lease and not by Lessee, Lessee shall either (at its option) pay to Lessor an amount equal to such Net Proceeds when due or cause such Net Proceeds to be paid to Lessor by the Existing Underlying Lessee when due.

For purposes hereof, "Net Proceeds" shall mean

- (A) any amounts generated and received by the Existing Underlying Lessee under the Existing Underlying Agreement with regard to the Equipment after deduction of (i) all operating costs, maintenance fees, and other expenses and fees relating to the Equipment and (ii) all amounts required to be paid to the holders of the Lien; less
 - (B) a sum equal to (i) 10% of the net amount referred to under subsection (A) above plus (ii) \$833.33 per month for each month as to which such subsection (A) amount relates.
- (3) All monthly rent installments required to be paid under subsection (1) above shall be payable on the last day of each month.

STATE OF *Illinois*)
COUNTY OF *Cook* ; SS.:

On this *18th* day of February, 1980, before me personally appeared Allen Palles to me personally known, who being by me duly sworn, did depose and say that he is the Vice President of Refco Transport Equipment, Inc., the corporation which executed the foregoing Amendment, that the seal affixed to the foregoing Amendment is the corporate seal of said corporation, that said Amendment was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing Amendment was the free act and deed of said corporation.

Carol A. Accenzo

Notary Public

My Commission Expires November 7, 1983

(SEAL)

~~PENNSYLVANIA/dnl~~
STATE OF ~~NEW YORK~~)
~~ALLEGHENY/dnl~~ : ss.:
COUNTY OF ~~NEW YORK~~)

On this ^{25th} day of February, 1980, before me personally appeared HAROLD A. LEHMAN to me personally known, who being by me duly sworn, did depose and say that he is the V.PRES. & TREASURER of Funding Systems Railcars, Inc. the corporation which executed the foregoing Amendment, that the seal affixed to the foregoing Amendment is the corporate seal of said corporation, that said Amendment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing Amendment was the free act and deed of said corporation.



Notary Public
DOLORES M. LaQUATRA, Notary Public
O'HARA TWP., ALLEGHENY COUNTY
MY COMMISSION EXPIRES NOV. 22, 1982
Member, Pennsylvania Association of Notaries