



# FUNDING SYSTEMS RAILCARS INC.

ONE THOUSAND RIDC PLAZA • PITTSBURGH, PA. 15238 • (412) 963-9870 • TELEX: 866405 FUNDSYSTEM

**9-348A011**

Respond To:

December 14, 1979

Secretary  
Interstate Commerce Commission  
Washington, DC 20423

RECORDATION NO. 10830-B Filed 1428  
**DEC 18 1979 - 10 30 AM**  
INTERSTATE COMMERCE COMMISSION

Date **DEC 14 1979**

Fee \$ 10.00

ICC Washington, D. C.

Dear Sir:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts each of an Amended Security Agreement dated December 14, 1979 and an Amended Lease and Management Agreement dated December 14, 1979 and an Assignment and Assumption Agreement dated December 14, 1979.

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

One hundred (100) 100-ton open-top triple pocket hopper cars bearing reporting marks and numbers UMP 7100-7199 inclusive.

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

A. Amended Security Agreement, amending Security Agreement, dated September 18, 1979 (Recordation No. 10830).

DEBTOR: Funding Systems Railcars, Inc.  
1000 RIDC Plaza  
Pittsburgh, PA 15238

SECURED PARTY: American National Bank & Trust Company  
33 N. LaSalle Street  
Chicago, Illinois 60690

B. Amended Lease and Management Agreement, amending Lease and Management Agreement, dated September 18, 1979 (Recordation No. 10831).

LESSOR: Funding Systems Railcars, Inc.  
1000 RIDC Plaza  
Pittsburgh, PA 15238

REC'D  
FEE OPERATION BR.  
I.C.C.  
DEC 14 10 25 AM '79

*Handwritten signature/initials on the left margin.*

LESSEE: Upper Merion and Plymouth Railroad Company  
P.O. Box 404  
Conshohocken, PA 19428

C. Assignment and Assumption Agreement

ASSIGNOR: American National Bank & Trust Company  
33 N. LaSalle Street  
Chicago, Illinois 60690

ASSIGNEE: New England Merchants National Bank  
28 State Street  
Boston, Massachusetts 02106

The undersigned is the Assistant Secretary of the Debtor, Lessor and Lessee mentioned in the enclosed documents and has knowledge of the matters set forth therein.

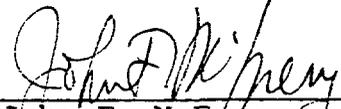
Please return the original of the enclosed Amended Security Agreement and Amended Lease and Management Agreement and Assignment and Assumption Agreement to Charles Kappler, Esq., Alvord and Alvord, 200 World Center Building, 918 Sixteenth Street, N.W., Washington, DC 20006, or to the bearer hereof.

Also enclosed is a remittance in the amount of the required recording fees.

Very truly yours,

FUNDING SYSTEMS RAILCARS, INC.

By

  
\_\_\_\_\_  
John F. McEmery  
Assistant Secretary

JBS/ajm

D/SB3

DEC 14 1979 - 10 32 AM

INTERSTATE COMMERCE COMMISSION

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of this 14th day of December, 1979, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Assignor") and NEW ENGLAND MERCHANTS NATIONAL BANK, a national banking association ("Assignee"),

## W I T N E S S E T H:

WHEREAS Assignor lent \$2,674,000 to Funding Systems Railcars, Inc., a Delaware corporation ("Railcars"), under a Note Purchase Agreement dated September 18, 1979, as amended as of the date hereof (the "Note Purchase Agreement") and, in connection therewith, received a Secured Note dated September 18, 1979, from Railcars in the amount of \$2,674,000, as amended as of the date hereof (the "Secured Note"),

WHEREAS Assignor and Railcars entered into a Security Agreement dated September 18, 1979, as amended as of the date hereof (the "Security Agreement"), under which Railcars granted to Assignor a first priority security interest in the Collateral (as defined in the Security Agreement) including, without limitation, the open-hopper railcars designated UMP 7100 through UMP 7199 (the "Hopper Cars") and the right, title, interest, claims and demands of Railcars in, to or under the Purchase Agreement dated August 20, 1979, between Railcars and The Chessie Corporation, relating to the Hopper Cars (the "Purchase

Agreement"), the Lease and Management Agreement between Railcars and Upper Merion & Plymouth Railroad Company, dated as of September 18, 1979, as amended as of the date hereof (the "Lease and Management Agreement"); and the \$3,615,000 note given by Comet Leasing Corp. to Railcars on September 19, 1979, in consideration for the sale and transfer of the Hopper Cars (the "Comet Note"),

WHEREAS, in connection with the Note Purchase Agreement and the transactions contemplated thereby, Assignor has also received a Continuing Guaranty dated as of September 18, 1979, from Railcars' parent, FSC Corporation (the "Continuing Guaranty"), a Pledge Agreement dated as of the date hereof under which the Comet Note is pledged to Assignor (the "Pledge Agreement"), opinions from counsel to the various parties and other certificates, instruments and documentation relating to the Note Purchase Agreement, the Secured Note, the Security Agreement, the Purchase Agreement, the Lease and Management Agreement, the Hopper Cars, the Comet Note, the Continuing Guaranty and the Pledge Agreement (all such agreements, documents, instruments and opinions are hereinafter referred to collectively as the "Loan Documents"),

WHEREAS Assignor desires to assign to Assignee and Assignee desires to accept the assignment from Assignor of all of Assignor's right, title, interest, claims and demands in, to and under the Loan Documents,

NOW THEREFORE, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sets over and delivers unto Assignee, its successors and assigns all of Assignor's right, title, interest, claims and demands in, to or under the Loan Documents and Assignee hereby accepts such assignment, transfer, setting over and delivery.

2. Assignor represents, warrants to and agrees with Assignee that:

(a) Assignor is entitled to all the right, title, interest, claims and demands attributed to or provided for Assignor in, to or under any and all of the Loan Documents and none of such right, title and interest has been diminished in any respect prior to the execution hereof.

(b) Upon the execution hereof, Assignee will be entitled to all of the right, title, interest, claims and demands in, to or under the Loan Documents as to which Assignee was entitled immediately prior to the execution hereof.

(c) The representations and warranties of the Assignor as Note Purchaser under the Note Purchase Agreement are true and correct on the date hereof.

(d) Assignor is not an underwriter of securities under the Securities Act of 1933 with respect to any of the Loan Documents or any

transaction contemplated thereunder.

3. Assignor will execute and deliver such further instruments and do such further acts and things as may be required to perfect Assignee's right, title, interest, claims and demands in, to or under the Loan Documents.

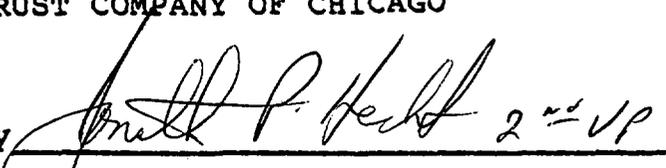
4. Except to the extent of any misrepresentation or any breach of any warranty or agreement of Assignor hereunder, Assignee agrees that Assignor shall not be liable to Assignee with respect to any obligations of Assignor under the Loan Documents.

5. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

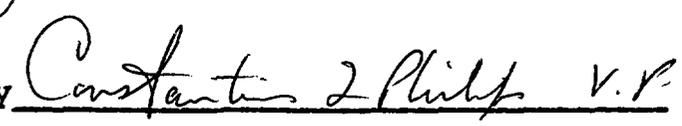
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO

By

  
NEW ENGLAND MERCHANTS  
NATIONAL BANK

By

  
V.P.

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 13th day of December, 1979, before me personally appeared Jonathan P. Hecht to me personally known, who being by me duly sworn says that he is a Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Marilys Richata  
Notary Public

My commission expires: 1-28-80

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF SUFFOLK )

On this 13<sup>th</sup> day of December, 1979, before me personally appeared Constantinos L. Philips to me personally known, who being by me duly sworn says that he is a Vice President of NEW ENGLAND MERCHANTS NATIONAL BANK, 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 acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Linda E. Liske  
Notary Public

My commission expires: \_\_\_\_\_