

C E R T I F I C A T I O N

I, Gayle Cotton, of Indianapolis, Indiana, a Notary Public in and for the County of Marion and State of Indiana, duly commissioned and sworn, hereby certify that the copy of the Equipment Lease Agreement dated as of the 30th day of June, 1972, attached hereto is a complete copy of the original, including the dates, signatures, and acknowledgments, that I have compared the attached copy with the original document and that it is a true and correct copy in all respects.

In Witness Whereof I have hereunto set my hand and notarial seal this 11th day of December, 1972.



Gayle Cotton, Notary Public

My Commission Expires:

September 18, 1974

6831

RECORDATION NO. _____ Filed & Recorded

DEC 13 1972 - 10 55 AM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASE AGREEMENT

The undersigned Lessor and Lessee hereby agree as follows:

1. ACQUISITION AND LEASE OF EQUIPMENT. Lessee has entered or will enter into one or more agreements (herein called "Purchase Agreements") to purchase the personal property described in Exhibit A and will assign the Purchase Agreements to Lessor by one or more instruments substantially in the form of Exhibit B (herein called "Purchase Agreement Assignments"). Subject to Section 4, Lessor will, at any time or from time to time not later than July 31, 1973, upon receiving from Lessee a Schedule covering any such property substantially in the form of Exhibit C, with such descriptions and additions as shall be satisfactory to Lessor, accept such Schedule and thereafter make such payments (herein called "Acquisition Cost") as Lessee shall therein specify for the acquisition and delivery of the property therein described; provided that Lessor shall not be obligated to make such payments in excess of an aggregate amount for all property of \$2,500,000 (herein called the "Commitment") or to make any payment not specified in a Schedule received by Lessor on or before the date set forth above. In consideration of Lessor's Commitment, Lessee agrees to pay to Lessor a commitment fee (computed on the basis of a year consisting of 365, or, when appropriate, 366, days) of 1/2% per annum on the daily average of the unused amount of the Commitment, it being understood that the acquisition cost of the two (2) locomotives identified on Exhibit A is not subject to said commitment fee. Such commitment fee shall commence on the date of this Agreement and shall be

payable on the Initial Payment Date, each successive monthly anniversary of this Agreement for the preceding month, and on the date of termination of the Commitment for any period then ending for which such commitment fee shall not have been theretofore paid.

2. TERM. Immediately upon delivery to Lessee of each unit of property (herein called "Equipment") described in any such Schedule, the lease term of that unit shall commence. The lease term of all Equipment shall end fifteen (15) years after the date (herein called "Initial Payment Date") which shall be the earlier of (i) the date of termination of the Commitment as set forth in Section 1 or (ii) the date on which Lessor shall have made its last payment as contemplated by Section 1.

3. RENT, NET LEASE. The first installment of rent shall be payable on the Initial Payment Date. Subsequent installments of rent shall be payable on each successive monthly anniversary of the Initial Payment Date. All such installments of rent shall each be in an amount equal to 0.8205% of the aggregate Acquisition Cost of all Equipment; provided, the first such installment shall include, in addition to the amount hereinabove provided, a further sum equal to 1% per annum over the prime commercial rate of Continental Illinois National Bank and Trust Company of Chicago, from time to time in effect, of any such Acquisition Cost paid by Lessor prior to the Initial Payment Date computed from the respective dates so paid to the Initial Payment Date. This Agreement provides for a net lease and the rent and other

amounts due hereunder shall not be subject to any defense, claim, reduction, setoff, or adjustment for any reason whatsoever except to the extent expressly provided in subsection (a) of Section 8.

4. CONDITIONS TO LESSOR'S OBLIGATION. Lessor shall not be obligated hereunder to make any requested payment for the acquisition, delivery, or installation of any property unless, as of the date of such requested payment, (i) all of Lessee's warranties in Section 6(a) shall be true as though made as of such date; (ii) no litigation or governmental proceeding shall be pending against Lessee or any subsidiary which, in Lessor's opinion, will, to a material extent, adversely affect the financial condition or continued operation of Lessee and its subsidiaries on a consolidated basis; (iii) all Purchase Agreements or true copies thereof and Purchase Agreement Assignments with respect to the item of property for which payment is requested shall have been executed and delivered to Lessor, shall be satisfactory in form and substance to Lessor, and shall be in full force and effect; and (iv) Lessor shall have received (1) such waivers, releases, and other documents as it may reasonably require to insure that no Equipment will be subject to any lien, charge, encumbrance, security interest, or other similar interest, that no Equipment will become a fixture to any real estate or an accession to any personalty, and that Lessee's execution, delivery and performance of this Agreement do not and will not conflict with, result in a violation of, result in, require or permit, the creation of any lien, charge, encumbrance, security

interest, or other similar interest pursuant to, or constitute a default under any provision of law, of the charter or by-laws of Lessee, or of any other agreement, instrument, restriction or requirement binding upon Lessee; (2) a favorable opinion of Don E. Hollingshead, counsel for Lessee, to the effect provided in Exhibit D; (3) certified copies of documents evidencing all necessary corporate and governmental authorization for the transactions herein contemplated; and (4) evidence of the insurance required by Section 9, all satisfactory in form and substance to Lessor.

5. DELIVERY AND INITIAL CONDITION OF EQUIPMENT.

(a) Lessee agrees and acknowledges that all Equipment has been or will be ordered to Lessee's specification from vendors of Lessee's choice and that LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE REGARDING THE EQUIPMENT OR ANY THEREOF. Lessor shall, at Lessee's sole expense, take all action reasonably requested by Lessee to make available any rights of Lessor under any express or implied warranties of any manufacturer or vendor.

(b) If any unit of Equipment or other property described in Exhibit A has not been delivered by the Initial Payment Date, or is declared unsatisfactory by Lessee in a notice received by Lessor prior to the Initial Payment Date, or is not leased pursuant to a Schedule received by Lessor on or before the Initial Payment Date, then Lessee shall promptly pay Lessor any part of the Acquisition Cost of such unit already paid by Lessor

plus 8% per annum thereon from the respective dates of expenditure to the date of such payment by Lessee; and, upon receipt of such payment, Lessor shall reassign to Lessee, without any representation or warranty of any kind express or implied, any right with respect to such unit previously assigned to it and such unit shall not thereafter be subject to lease hereunder.

6. LESSEE'S WARRANTIES AND FINANCIAL REPORTS.

(a) Lessee warrants that: (i) its financial statement as at March 31, 1972, a copy of which has been furnished to Lessor, has been prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding fiscal year and presents fairly the financial condition of Lessee and any consolidated subsidiaries as at the date thereof, and the results of their operations for the period then ended, and since the date of that statement there has been no material adverse change in their financial condition; (ii) no event of default, or event which with notice or passage of time or both would constitute an event of default, has occurred and is continuing; (iii) each unit of Equipment will, at least to the extent of the Acquisition Cost thereof, be new and unused within the meaning of the investment credit provisions of the Internal Revenue Code of 1954, as amended, when acquired by Lessor; (iv) Lessee is a corporation duly organized and existing in good standing under the laws of the State of Indiana and duly qualified to do business in every jurisdiction where such qualification is necessary to carry on its present business and

operations; (v) this Agreement is, and all of the Purchase Agreements, Purchase Agreement Assignments, and Schedules are or will be when entered into, the legal, valid and binding obligations of Lessee (and, with respect to Purchase Agreements, of the other parties thereto), enforceable in accordance with the respective terms thereof, except as limited by bankruptcy, insolvency or similar laws affecting the rights of creditors generally;

(vi) Lessee has full power to execute and deliver this Agreement, to lease Equipment hereunder, to execute and deliver Schedules, Purchase Agreements, and Purchase Agreement Assignments, and to perform its obligations hereunder and thereunder; (vii) such actions have been duly authorized by all necessary corporate and governmental action and do not and will not conflict with, result in a violation of, result in, require or permit the creation of any lien, charge, encumbrance, security interest, or other similar interest pursuant to, or constitute a default under any provision of law, of the charter or by-laws of Lessee, or of any other agreement instrument, restriction or requirement binding upon Lessee; (viii) neither the execution and delivery by Lessee of this Agreement, all of the Purchase Agreements, Purchase Agreement Assignments, Schedules nor any of the transactions contemplated thereby presently require the consent, approval, or authorization, or the giving of notice to the Interstate Commerce Commission or any other Federal or State governmental authority;

(ix) except for the filing and recording of this Agreement with (1) the Interstate Commerce Commission in accordance with

loss statement and analysis of surplus for such quarter and for the period from the beginning of such fiscal year to the close of such quarter; (iii) with the annual financial statements each year, a statement certified by its President or any Vice President and its Treasurer or any Assistant Treasurer to the effect that, except as otherwise specified therein, the Equipment is in existence and in good condition, and Lessee is in compliance with all of its agreements herein set forth, including, without limitation, its agreement to keep the Equipment properly labeled, in good repair, and in good and efficient condition and working order, reasonable wear and tear excepted; and (iv) from time to time, such other information as Lessor may reasonably request.

7. OWNERSHIP, LOCATION, USE OF, AND LIENS ON EQUIPMENT.

The Equipment shall be the exclusive property of Lessor, and Lessee shall have no rights therein except the right to use it so long as Lessee is not in default hereunder. Lessee covenants that when Lessor shall have made all payments to acquire any unit of Equipment pursuant to Section 1, Lessee shall cause the vendor thereof to transfer to Lessor good and marketable title to the Equipment together with such evidence thereof as Lessor may reasonably request. For so long as this Agreement is in effect, Lessee covenants that it will not use the Equipment in any way which would subject Lessee or the Equipment to the jurisdiction of the Interstate Commerce Commission without the prior written consent of Lessor. Lessee shall use the Equipment with due care

to prevent injury thereto or to any person or property, and in conformity with all applicable laws, ordinances, rules, regulations, and other requirements of any insurer or governmental body (including, without limitation, any requirements regarding licensing or registration, or evidencing title to the Equipment, all of which shall be done in such manner as shall have been previously approved in writing by Lessor) and shall not permit any Equipment to become or remain a fixture to any real estate or an accession to any personalty. Lessor or any duly authorized representative of Lessor may, during reasonable business hours from time to time, inspect the Equipment and Lessee's records with respect thereto wherever the same may be located. Lessee shall not permit any lien, charge, encumbrance, security interest, or other similar interest to arise or remain on any Equipment other than (i) liens placed by Lessor or liens of persons claiming against Lessor but not Lessee, which arise out of obligations which Lessee is not required by this Agreement to pay or discharge, (ii) liens of current taxes not delinquent, and (iii) inchoate materialmen's or mechanics' liens arising in the ordinary course of business and not delinquent. Lessee shall place and maintain on each unit of Equipment a notice conspicuously disclosing Lessor's ownership of such unit and shall maintain on each unit of Equipment the serial and other identifying numbers, if any, set forth in the relevant Schedule. Such numbers shall not be changed, nor shall any substitutions of Equipment with different numbers be made pursuant to Section 8,

without prior written notice to Lessor of the new numbers, an appropriate amendment to the relevant Schedule, and any necessary filing or recording with respect thereto. Lessee shall execute and deliver to Lessor any financing statements or similar instruments with respect hereto as Lessor may reasonably request and shall cause this Agreement, any Schedules, any Purchase Agreement Assignments, or any such financing statements or similar instruments with respect hereto or thereto, to be recorded or filed in such places and in such manner as Lessor may reasonably request. If any Equipment is of a type normally used in more than one state, Lessee shall maintain its principal place of business in Indiana. No Equipment shall be used for transportation as common carriers for hire of goods or passengers, nor for the transportation of extra hazardous material, without the prior written consent of Lessor.

8. MAINTENANCE AND CONDITION OF EQUIPMENT.

(a) Lessee shall at all times keep the Equipment in good repair and in good and efficient condition and working order, reasonable wear and tear excepted. Lessee shall supply all parts, service, and other items required in the operation and maintenance of the Equipment. All parts, improvements, additions, replacements, and substitutions to or for any Equipment shall immediately become Equipment and the property of Lessor. Lessee assumes all risk of, and Lessee's obligations under this Agreement shall continue unmodified despite, any loss, theft, destruction, damage, condemnation, requisition, or taking by eminent domain or other

interruption or termination of use of any Equipment regardless of the cause thereof. Upon the happening of any such event (herein called "Event of Loss") Lessee shall promptly make all repairs and substitutions necessary to restore or replace the Equipment affected thereby so that the Equipment thereafter subject to lease hereunder is substantially equivalent to, and of a value not less than, the Equipment subject to lease hereunder prior to such Event of Loss; provided, however, that Lessee may instead, within thirty (30) days of such Event of Loss, furnish Lessor with an affidavit of an officer of Lessee setting forth the fact of such Event of Loss and, on the date of the next monthly anniversary of the Initial Payment Date following the furnishing of said affidavit, pay to Lessor the Stipulated Loss Value (as defined in Exhibit E and determined as of the date said affidavit is furnished) of such Equipment. Upon payment of such Stipulated Loss Value and payment of all rent accrued and unpaid on such Equipment to the date of such payment (i) rent on such Equipment shall cease to accrue and (ii) Lessor shall transfer to Lessee, without any representation or warranty of any kind, express or implied, whatever title to such Equipment it may have. Upon such transfer the term of lease of such Equipment shall end.

(b) When Lessee has fulfilled the requirements of subsection (a) regarding an Event of Loss, Lessor shall (if no event of default or event which, with notice or passage of time, or both, would constitute an event of default, has occurred and is continuing) reimburse Lessee for its costs thus incurred to

the extent of any proceeds received by Lessor because of such Event of Loss either under any policies of insurance provided for in Section 9 or as satisfaction of any claim (other than one to which an insurer is or may be subrogated) by Lessor against any person or persons liable in respect of such Event of Loss, after subtracting in each instance all costs and expenses, including (without limitation) reasonable legal fees and expenses, incurred by Lessor and not otherwise reimbursed by Lessee in respect thereof.

9. INSURANCE. Lessee shall, with respect to each unit of Equipment, at all times, maintain and furnish Lessor with evidence of physical damage and liability insurance protecting Lessor and Lessee, as their interests may appear, in such companies, in such amounts, with such endorsements, and covering such hazards as Lessor shall from time to time request. Lessee's obligation to maintain insurance with respect to every unit of Equipment shall commence on the date of delivery of such unit or, if earlier, at such time as the vendor thereof shall cease to bear the risk of loss with respect thereto, whether or not such unit shall have become subject to lease pursuant hereto, and shall run until the lease term thereof terminates and such unit is returned to Lessor. Lessee shall cooperate and, to the extent possible, cause others to cooperate with Lessor and all companies providing any insurance to Lessee or Lessor or both with respect to the Equipment.

10. INDEMNITY AND TAXES.

(a) Lessee agrees to and does hereby indemnify and

hold Lessor and its agents, employees, stockholders, officers and directors harmless from and against any and all license and registration fees and all sales, use, personal property, stamp or other taxes, levies, imposts, duties, charges or withholdings of any nature (together with any penalties, fines, or interest thereon) imposed against Lessor, Lessee or any Equipment or otherwise, and any and all expense, liability, or loss whatsoever, including (without limitation) reasonable legal fees and expenses, relating to or in any way arising out of this Agreement, any Schedule, any Purchase Agreement, any Purchase Agreement Assignment, any failure by Lessor to qualify in any jurisdiction, or the ordering, acquisition, purchase, delivery, installation, lease, possession, rental, use, operation, control, ownership, sale or disposition of any Equipment or other personal property described in Exhibit A (including, without limitation, expense, liability, or loss relating to or in any way arising out of injury to persons or property and patent and invention rights); provided that Lessee shall not be required to pay: (1) any losses, expenses, or taxes on any sale or disposition of Equipment by Lessor following return of such Equipment by Lessee to Lessor pursuant to Section 11 at the end of the full lease term thereof, or on any sale or disposition of Equipment to someone other than Lessee during the lease term thereof at a time when no event of default has occurred and is continuing; provided, however, that nothing in this clause (1) shall be deemed to relieve Lessee from its obligations under Section 12 if an event of default shall have

occurred and be continuing, (2) Federal and Illinois taxes on, or measured by, Lessor's net income (other than any such net income taxes which relieve Lessee from an ad valorem tax on any Equipment or rentals which it would otherwise be obligated to pay hereunder), or (3) any general administrative expenses of Lessor. Lessor shall give Lessee and Lessee shall give Lessor notice of any event or condition which requires indemnification by Lessee hereunder, or any allegation of such event or condition, promptly upon obtaining knowledge thereof, and to the extent that Lessee makes or provides to the satisfaction of Lessor for payment under the indemnity provision hereof, Lessee shall be subrogated to Lessor's rights with respect to such event or condition and shall have the right to determine the settlement of claims thereon. Lessee shall pay all amounts due hereunder promptly on notice thereof from Lessor. Lessee shall not be required to reimburse Lessor pursuant to this Section 10 for any sales, use or similar taxes paid by Lessor if included by Lessor as part of the Acquisition Cost of any Equipment. All of the indemnities and agreements contained in this Section 10 shall survive and continue in full force and effect notwithstanding termination of this Agreement or of the lease of any or all Equipment hereunder.

(b) Anything in subsection (a) of this Section to the contrary notwithstanding, if Lessor shall not be entitled to take as a credit on its federal income tax return for the year in which it acquires Equipment any portion or all of the maximum investment credit presently allowable for new property with a

useful life in excess of seven (7) years under Section 38 of the Internal Revenue Code of 1954, as amended, on the Acquisition Cost of all Equipment acquired in said calendar year, or if at any time thereafter Lessor shall lose or be deemed not to be entitled to any portion or all of said maximum investment credit on the Acquisition Cost of any of such Equipment under any circumstances whatsoever other than (1) as a result of Lessor's not having sufficient tax liability against which to offset said maximum investment credit, provided that such insufficiency does not result from change in the law or (2) as a result of any assignment of any of Lessor's right, title or interest in or to this Agreement, any Purchase Agreement Assignment, or any Schedule by Lessor or any sale of any Equipment by Lessor if such assignment or sale is made at a time when no event of default hereunder has occurred and is continuing; then Lessee agrees to pay Lessor upon demand the sum of (A) the amount of said maximum investment credit which Lessor shall have so lost or failed to receive; (B) any interest (net of any actual decrease in federal income tax caused by any allowable deduction of such interest from taxable income), fines or penalties which may be assessed against Lessor in connection therewith; and (C) any taxes required to be paid by Lessor in respect of the receipt of amounts referred to in clauses (A) and (B) above, and the receipt of amounts pursuant to this clause (C). If, at any subsequent time, Lessor shall be allowed any portion or all of said maximum investment credit which it failed to receive or lost at any

previous time and for which payment had been made to Lessor by Lessee pursuant to this subsection (b), then Lessor shall, promptly after said allowance, pay the amount thus allowed to Lessee together with any interest thereon paid to Lessor by the Federal government. Lessor agrees to use its best efforts to take the maximum investment credit to which it shall reasonably deem itself entitled in respect of the Equipment as a credit on its Federal income tax return for the earliest possible year for which it can be taken.

11. RETURN OF EQUIPMENT. Subject to the provisions of Exhibit F hereto, upon final termination of the lease term of any Equipment (other than a termination under Section 8), Lessee shall promptly assemble and return such Equipment to Lessor in the same condition as when received, ordinary wear and tear excepted, at such point in Cook County, Illinois as Lessor shall specify. Without limiting either Lessee's duty to assemble and return the Equipment without action by Lessor or Lessor's rights to enforce specific performance of Lessee's other obligations hereunder, Lessor is hereby authorized to act as agent for Lessee to effect such return and repossession of the Equipment and shall be entitled to a decree ordering specific performance of Lessee's duty to assemble and return the Equipment.

12. EVENTS OF DEFAULT.

(a) The following shall be events of default hereunder: (i) default in the payment of any rent hereunder and continuance thereof for at least five days after notice thereof

from Lessor to Lessee; or (ii) failure by Lessee to make any other payment required by this Agreement within fifteen (15) days after notice from Lessor to Lessee that such payment is due; or (iii) failure by Lessee to discharge within thirty (30) days after the same arises any lien, charge, encumbrance, security interest or other similar interest in or upon any Equipment which it is obligated under Section 7 to prevent or discharge; or (iv) any warranty made by Lessee in this Agreement or any representation in any statement, report, schedule, notice or other writing furnished by Lessee to Lessor in connection herewith is untrue in any material respect on the date as of which the facts set forth are stated; or (v) default in the performance of any of Lessee's agreements herein set forth (and not constituting any event of default under any of the preceding clauses of this Section 12) and continuance thereof for thirty (30) days after notice thereof from Lessor to Lessee; or (vi) any indebtedness of Lessee or any subsidiary (other than indebtedness of any subsidiary to Lessee or any other subsidiary) becomes or is declared to be due and payable prior to its express maturity by reason of any default by Lessee or such subsidiary in the performance or observance of any obligation or condition; or (vii) Lessee or any subsidiary becomes insolvent or admits in writing its inability to pay its debts as they mature, or applies for, consents to, or acquiesces in the appointment of a trustee or a receiver for Lessee or such subsidiary or any property thereof; or, in the absence of such application, consent or acquiescence, a trustee or receiver is

appointed for Lessee or any subsidiary or for a substantial part of the property of any thereof and is not discharged within thirty (30) days, or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee or any subsidiary, and, if instituted against Lessee or any subsidiary, is consented to or acquiesced in by Lessee or such subsidiary or remains for thirty (30) days undismissed; or (viii) American Metal Climax, Inc. and Peabody Coal Company cease to own all the capital stock of Lessee either jointly or individually. Lessee shall give Lessor prompt notice of any event of default and of any event which with notice or passage of time or both would constitute an event of default hereunder.

(b) Upon any such event of default, Lessor shall (except to the extent otherwise required by law) be entitled to: (1) repossess any or all Equipment without prejudice to any remedy or claim hereinafter referred to; (2) elect to sell any or all Equipment, after giving five (5) business days' notice to Lessee, at one or more public or private sales and recover from Lessee as liquidated damages for Lessee's default hereunder an amount equal to the amount, if any, by which (A) the sum of (i) the aggregate Stipulated Loss Value of such Equipment on the date such notice is given, (ii) all rent and other amounts owing hereunder to and including the date such notice is given, (iii) all costs and expenses incurred in searching for, taking,

removing, keeping, storing and selling such Equipment, and (iv) all costs and expenses, including (without limitation) reasonable legal fees and expenses, incurred by Lessor as a result of Lessee's default hereunder, exceeds (B) the amount received by Lessor upon such public or private sales of such Equipment; (3) upon notice to Lessee receive prompt payment from Lessee of an amount equal to the sum of (i) the aggregate Stipulated Loss Value of all Equipment which has not been sold by Lessor pursuant to clause (2) above plus (ii) all rent and other amounts owing hereunder to and including the date such notice is given, (iii) all costs and expenses incurred in searching for, taking, removing, keeping and storing such Equipment, and (iv) all costs and expenses, including (without limitation) reasonable legal fees and expenses, incurred by Lessor as a result of Lessee's default hereunder, provided that promptly upon receipt of payment in full of such amount Lessor shall convey to Lessee, without any representation or warranty of any kind, express or implied, whatever title to such Equipment it may have; (4) by notice to Lessee, declare this Agreement terminated without prejudice to Lessor's rights in respect of obligations then accrued and remaining unsatisfied; or (5) avail itself of any other remedy or remedies provided for by any statute or otherwise available at law, in equity, or in bankruptcy or insolvency proceedings. The remedies herein set forth or referred to shall be cumulative.

13. SUBLEASE, ASSIGNMENT, MERGER, ETC. Lessee shall not, without Lessor's prior written consent, assign any right or

interest in or to this Agreement or any Equipment, sublease any Equipment, be a party to any merger or consolidation, or sell, convey, transfer or lease all or substantially all of its property. Lessor and any direct or remote assignee of any right, title or interest of Lessor hereunder shall have the right at any time or from time to time to assign part or all of its right, title and interest in and to this Agreement. Without limiting the foregoing, Lessor and any such assignee shall have the right at any time or from time to time to sell, subject to Lessee's rights under this Agreement, any unit or units of Equipment.

14. LESSOR'S RIGHT TO PERFORM AND PAYMENTS BY LESSEE.

(a) If Lessee fails to make at the agreed time any payments required by this Agreement or fails to perform any of its other agreements contained herein, Lessor may, but shall not be required to, make such payments or perform such agreements. The amount of any such payment and Lessor's expenses, including (without limitation) reasonable legal fees and expenses, in connection therewith and with such performance, shall be payable by Lessee promptly upon notice from Lessor that such amount is due.

(b) Any provision herein that Lessee shall take any action shall require Lessee to do so at its sole cost and expense. Lessee shall pay Lessor interest at the rate of ten percent (10%) per annum (to the extent lawful) from the date it is required to make any payment of rent or other amount hereunder to Lessor to the date such payment is made.

15. CONSENT TO JURISDICTION. Lessee (i) hereby irrevocably submits to the jurisdiction of the Circuit Court of Cook County Illinois, or any successor to said court and to the jurisdiction of the United States District Court for the Northern District of Illinois or any successor to said court (herein called "Illinois courts") for purposes of any suit, action or other proceeding which relates to the transactions contemplated in this Agreement and to which Lessor is a party; (ii) to the extent permitted by applicable law, hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement or any transaction provided for herein may not be enforced in or by such courts; (iii) hereby agrees not to seek, and hereby waives, any collateral review by any other court, which may be called upon to enforce the judgment of any Illinois court, of the merits of any such suit, action or proceeding or the jurisdiction of said Illinois court; and (iv) hereby consents to service of process on it by personal service in Chicago, Illinois, on C T Corporation System, a Delaware corporation, or any successor thereof (herein called C T), 208 South LaSalle Street, Chicago, Illinois 60604. Lessee hereby appoints C T its agent to receive service of process in any suit, action or other proceeding as to which Lessee has thus submitted

to jurisdiction. Lessee shall pay C T's fees for acting as such agent. C T shall promptly send a copy of any such process served on it to Lessee at the address to which notices hereunder are to be sent, but Lessor shall not incur any liability for any failure by C T to do so. The only effect of any failure by Lessee to receive a copy of such process whether from C T or otherwise shall be that such process shall not be effective. Nothing herein shall limit Lessor's right to bring any suit, action or other proceeding against Lessee in any court, wherever located, having jurisdiction over Lessee or any of its assets or to serve process on Lessee by any means authorized by law. Upon thirty (30) days' notice to Lessor and Lessee, C T or any successor agent may resign as Lessee's agent to receive service of process. Within that thirty (30) days Lessee shall appoint a successor agent, and if Lessee does not so appoint a successor agent and furnish Lessor with a written acceptance of such agency in the form of the acceptance provided herein for C T within that thirty (30) days, then Lessor may designate a successor agent. Any successor agent shall be a corporation, duly organized and existing under the laws of the State of Illinois or duly qualified to do business in Illinois, which is engaged in the business of acting as representative and statutory agent for corporations and which is not affiliated with Lessee or Lessor.

16. MISCELLANEOUS.

(a) When used herein, the term "subsidiary" shall mean a corporation of which Lessee and its other subsidiaries

own, directly or indirectly, such number of outstanding shares as have the power (disregarding any voting power, solely by reason of the happening of any default, of shares of any class) to elect a majority of the board of directors.

(b) Any notice hereunder shall be in writing and, if mailed, shall be deemed to be given when sent by registered or certified mail, postage prepaid, and addressed: (i) if to Lessee, at its address shown below, (ii) if to Lessor, at 231 South LaSalle Street, Chicago, Illinois 60693, or (iii) to either party at such other address as it may, by written notice received by the other designate as its address for purposes of notice hereunder.

(c) If this Agreement or any provision hereof shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of this Agreement in other respects and other jurisdictions shall not be in any way impaired or affected thereby. Each of the parties hereto acknowledges that the other party shall not by act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is given in writing, and such writing shall be binding only to the extent therein provided and only upon the party signing it. A waiver on any one occasion shall not be construed as a waiver on any future occasion. Without limiting the foregoing, Lessor's rights and Lessee's duties shall in no way be affected by Lessor's inspection of, or failure to inspect, any Equipment or

any of the documents referred to in this Agreement or by Lessor's failure to inform Lessee of any failure to comply with any of Lessee's obligations under this Agreement. Lessee hereby waives any right to assert that Lessor cannot enforce this Agreement or that this Agreement is invalid because of any failure of Lessor to qualify to do business in any jurisdiction. This Agreement has been delivered for acceptance by Lessor in Chicago, Illinois, shall be governed by the laws of the State of Illinois, shall be binding on Lessor and Lessee and their respective successors and assigns and shall inure to the benefit of Lessor and Lessee and the successors and assigns of Lessor.

(d) The section headings in this Agreement are for convenience of reference only and shall not be considered to be a part of this Agreement.

(e) This Agreement (including Exhibits A through E and the additional provisions of Exhibit F) contains the entire understanding of Lessor and Lessee. Any provisions set forth in Exhibit F which are inconsistent with any other provisions of this Agreement shall supersede such other provisions to the extent of such inconsistency.

Dated at Chicago, Illinois, as of this 30th day of June,

1972.

Address:
105 South Meridian St.
Indianapolis, Indiana
46225

YANKEETOWN DOCK CORPORATION
Lessee

By *Al Barber*
President

ATTEST:

W. E. Hoff
Secretary

M. Allen
Treasurer

CONTINENTAL ILLINOIS LEASING
CORPORATION

Lessor
By *David H. Simpson*
President

C T CORPORATION SYSTEM hereby accepts its appointment as agent to receive service of process and agrees to send a copy of any such process to Lessee, all as provided in the foregoing Agreement.

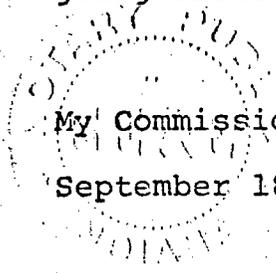
C T CORPORATION SYSTEM

By _____

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

On this 7th day of December, 1972, before me personally appeared R. C. Beerbower, to me personally known, who being by me duly sworn says that he is the President of Yankeetown Dock Corporation, that the seal 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.

My Commission Expires:
September 18, 1974

A circular notary seal for Gayle Cotton, Notary Public, State of Indiana, with the commission expiration date of September 18, 1974.
Gayle Cotton
Gayle Cotton, Notary Public

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

On this 7th day of December, 1972, before me personally appeared Gerald K. Bergman, to me personally known, who being by me duly sworn, says that he is the President of Continental Illinois Leasing Corporation, that said instrument was signed 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.

My Commission Expires:
September 18, 1974

A circular notary seal for Gayle Cotton, Notary Public, State of Indiana, with the commission expiration date of September 18, 1974.
Gayle Cotton
Gayle Cotton, Notary Public

EXHIBIT A

(Attached to and made a part of
that certain Equipment Lease Agreement
dated as of June 30, 1972)

LIST OF EQUIPMENT

<u>Description</u>	<u>Vendor</u>	<u>Location</u>	<u>Estimated Acquisition Cost</u>
120 100 ton capacity gondola cars	Ortner Freight Car Co.	Yankeetown Dock Corp. Dock Site Warrick Co., Ind.	\$1,860,192.00
2 2000 HP SD38AC-2 locomotives	Electro-Motive Division, General Motors Corp.	Yankeetown Dock Corp. Dock Site Warrick Co., Ind.	571,572.02
			<hr/>
			<u>\$2,431,764.02</u>

EXHIBIT B

(Attached to and made a part of
that certain Equipment Lease Agreement
dated as of June 30, 1972)

PURCHASE AGREEMENT ASSIGNMENT

The undersigned (Assignor) hereby assigns to CONTINENTAL ILLINOIS LEASING CORPORATION (Assignee), all of Assignor's right, title and interest in and to that certain */

(the Purchase Agreement) between Assignor and _____
_____ (Vendor), including, without limitation, (i) the right to accept delivery of the rail cars and locomotives (the Equipment) described in the Purchase Agreement, (ii) the right to take title to the Equipment and to be named the purchaser in any bills of sale from Vendor for the Equipment, (iii) the right to receive any and all money due or to become due to Assignor in respect of the Equipment under or pursuant to the Purchase Agreement (including any refund by Vendor of amounts paid thereunder), (iv) the right to enforce all claims and exercise any and all other rights in respect of the Equipment or the Purchase Agreement arising as a result of any default by Vendor under the Purchase Agreement, or any nonconformance of Equipment with specifications or warranties, or otherwise, and (v) any and all rights of Assignor to terminate the Purchase Agreement, and to enforce performance of the terms thereof.

*/ Insert description, including date or dates, of purchase agreement.

Assignor shall at all times remain liable to Vendor under the Purchase Agreement to perform all of its duties and obligations thereunder to the same extent as if this Assignment had not been executed. Assignee shall have no obligation or liability under the Purchase Agreement by reason of, or arising out of, this Assignment, nor shall Assignee be obligated to perform any of Assignor's obligations or duties thereunder or make any payment or make any inquiry as to the sufficiency of any payment received by it or present or file any claim or take any other action to enforce performance of the Purchase Agreement or collect or enforce payment assigned hereunder except to the extent required by the express provisions of the Equipment Lease Agreement dated as of June 30, 1972 between Assignee as lessor and Assignor as lessee, which provisions are solely for Assignor's benefit and not for the benefit of Vendor or any other third party. Assignor shall not agree to any amendment of or departure from the Purchase Agreement without the prior written consent of Assignee.

Assignor hereby authorizes Assignee (and its successors and assigns), in the discretion of any of them, to take any and all actions with respect to the Purchase Agreement and its enforcement which, but for this Assignment, Assignor could have taken.

Upon written request of Assignee, Assignor shall promptly and duly execute and deliver any and all such further instruments and take such further action as Assignee may from time to time

reasonably request in order to obtain the full benefits of this Assignment and to accomplish the purposes hereof.

Assignor warrants and agrees that the Purchase Agreement (an executed original or true copy of an executed original of which has been furnished to Assignee) is in full force and effect and is enforceable in accordance with its terms, that Assignor is not in default thereunder, and that Assignor has not assigned or pledged, and will not assign or pledge, the whole or any part of the rights hereby assigned to anyone other than Assignee.

This Assignment has been delivered in Chicago, Illinois, and shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed this _____ day of _____, 1972.

(Corporate Seal)

YANKEETOWN DOCK CORPORATION
Assignor

ATTEST:

By _____

President
or Treasurer

Secretary

EXHIBIT C

(Attached to and made a part of
that certain Equipment Lease Agreement
dated as of June 30, 1972)

SCHEDULE NO. _____ */

TO:
CONTINENTAL ILLINOIS LEASING
CORPORATION
231 South LaSalle Street
Chicago, Illinois 60693

Pursuant to Section 1 of the Equipment Lease Agreement between the undersigned Lessee and you as Lessor, dated as of June 30, 1972 (which Equipment Lease Agreement governs this lease Schedule), the undersigned Lessee hereby requests you as Lessor to make payments for the acquisition and delivery of the property described below in the amounts and to the payees listed below:

<u>Property **/</u>	<u>Payee</u>	<u>Amount</u>
---------------------	--------------	---------------

The undersigned Lessee (1) hereby represents that all of the warranties set forth in Section 6(a) of the Equipment Lease Agreement are true as of the date hereof, (2) hereby accepts the property described above for lease hereunder (subject to the provisions of Section 5(b) of the Equipment Lease Agreement), and (3) hereby evidences the lease of such property. ***/

*/ Four copies executed by Lessee should be sent to Lessor so that a copy executed by Lessor can be returned to Lessee and copies will be available for filing and recording.

**/ Insofar as possible describe each unit of Equipment by manufacturer, type, model, serial number and other appropriate identification, including any other identifying number which is or will be placed upon each unit of Equipment.

***/ Schedules which are executed before delivery of the described property and which do not request payment of the full amount of the purchase price of the described property may omit items (2) and (3) of this paragraph.

Upon acceptance by Lessor of this Schedule dated this
day of _____, 1972, it shall become a part of
the Equipment Lease Agreement.

YANKEETOWN DOCK CORPORATION
Lessee

By _____
President, Vice President,
or Treasurer

Accepted:

CONTINENTAL ILLINOIS LEASING
CORPORATION
Lessor

By _____

EXHIBIT D

(Attached to and made a part of
that certain Equipment Lease Agreement
dated as of June 30, 1972)

(For Letterhead of Lessee's Counsel)

_____, 19__ */

CONTINENTAL ILLINOIS LEASING
CORPORATION
231 South LaSalle Street
Chicago, Illinois 60690

Attention: Mr. John H. Beirise

Dear Sirs:

We are counsel to Yankeetown Dock Corporation (the Lessee), are familiar with its affairs and have made such examinations of its corporate records and other documents as we have deemed necessary for the purpose of this opinion. Pursuant to Section 4 of the Equipment Lease Agreement between you and the Lessee dated as of June 30, 1972, we hereby render to you our opinion that: (1) the Lessee is a corporation duly organized and existing in good standing under the laws of the State of Indiana and duly qualified to do business in every jurisdiction where such qualification is necessary to carry on its present business and operations; (2) said Equipment Lease Agreement, any Schedules, any Purchase Agreements and any Purchase Agreement Assignments are, or will be when entered into, the legal, valid and binding obligations of Lessee (and, with respect to Purchase Agreements, of the other parties thereto), enforceable in accordance with the respective terms thereof, except as limited by bankruptcy, insolvency, or similar laws affecting the rights of creditors generally; (3) the Lessee has full power to execute and deliver said Equipment Lease Agreement, to lease Equipment thereunder, to execute and deliver Schedules, Purchase Agreements and Purchase Agreement Assignments pursuant thereto and to perform its obligations under all of the foregoing; (4) such actions have been duly

*/ The date of the opinion should not be earlier than the date of the Agreement.

authorized by all necessary corporate and governmental action and do not and will not conflict with, result in a violation of, result in, require or permit the creation of any lien, charge, encumbrance, security interest or other similar interest pursuant to, or constitute a default under, any provision of law of the charter or by-laws of the Lessee, or of any other agreement, instrument, restriction or requirement binding upon the Lessee of which we have knowledge, and (5) neither the execution and delivery by the Lessee of said Equipment Lease Agreement, all of Purchase Agreements, Purchase Agreement Assignments, Schedules nor any of the transactions contemplated thereby presently require the consent, approval or authorization, or the giving of notice to the Interstate Commerce Commission or any other Federal or State governmental authority; and (6) except for the filing and recording of said Equipment Lease Agreement with (a) the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and (b) the Secretary of State's Office for the State of Indiana, no recording or filing of said Equipment Lease Agreement, or of any financing statement with respect thereto, is necessary under the laws of the United States of America, or any State thereof in order to protect your title to, and interest in, the Equipment as against the Lessee and any third parties in any applicable jurisdictions within the United States. Terms used herein with initial capital letters shall have the meanings ascribed thereto in said Equipment Lease Agreement.

Very truly yours,

EXHIBIT E

(Attached to and made a part of
that certain Equipment Lease Agreement
dated as of June 30, 1972)

"Stipulated Loss Value" of any unit of Equipment as of any particular date shall mean the product derived from multiplying (i) the percentage figure opposite the notation for the appropriate time period as set forth in the table appearing below by (ii) the Acquisition Cost of such unit.

STIPULATED LOSS VALUE TABLE

Before Payment No.	1	100.00000
Thereafter but before Payment No.	2	100.07825
" " "	3	98.97992
" " "	4	97.87349
" " "	5	96.75895
" " "	6	95.63625
" " "	7	94.50535
" " "	8	93.36621
" " "	9	92.21881
" " "	10	91.06310
" " "	11	89.89904
" " "	12	88.72660
" " "	13	87.54574
" " "	14	86.35642
" " "	15	86.32979
" " "	16	86.29729
" " "	17	86.25889
" " "	18	86.21456
" " "	19	86.16427
" " "	20	86.10801
" " "	21	86.04574
" " "	22	85.97743
" " "	23	85.90306
" " "	24	85.82260
" " "	25	85.73603
" " "	26	85.64331
" " "	27	85.54518
" " "	28	85.44162
" " "	29	85.33260
" " "	30	85.21809
" " "	31	85.09807
" " "	32	84.97252
" " "	33	84.84142
" " "	34	84.70472
" " "	35	84.56242
" " "	36	84.41449
" " "	37	84.26089
" " "	38	84.10161
" " "	39	83.93710
" " "	40	83.76732
" " "	41	83.59227
" " "	42	83.41190
" " "	43	83.22621
" " "	44	83.03517
" " "	45	82.83874

Thereafter but before Payment No.

"	"	"	"	"	46	82.63691
"	"	"	"	"	47	82.42966
"	"	"	"	"	48	82.21695
"	"	"	"	"	49	81.99877
"	"	"	"	"	50	81.77509
"	"	"	"	"	51	81.54636
"	"	"	"	"	52	81.31256
"	"	"	"	"	53	81.07366
"	"	"	"	"	54	80.82964
"	"	"	"	"	55	80.58048
"	"	"	"	"	56	80.32616
"	"	"	"	"	57	80.06665
"	"	"	"	"	58	79.80192
"	"	"	"	"	59	79.53197
"	"	"	"	"	60	79.25675
"	"	"	"	"	61	78.97626
"	"	"	"	"	62	78.69045
"	"	"	"	"	63	78.39980
"	"	"	"	"	64	78.10427
"	"	"	"	"	65	77.80383
"	"	"	"	"	66	77.49848
"	"	"	"	"	67	77.18819
"	"	"	"	"	68	76.87294
"	"	"	"	"	69	76.55269
"	"	"	"	"	70	76.22744
"	"	"	"	"	71	75.89716
"	"	"	"	"	72	75.56182
"	"	"	"	"	73	75.22140
"	"	"	"	"	74	74.87589
"	"	"	"	"	75	74.52572
"	"	"	"	"	76	74.17089
"	"	"	"	"	77	73.81137
"	"	"	"	"	78	73.44714
"	"	"	"	"	79	73.07817
"	"	"	"	"	80	72.70446
"	"	"	"	"	81	72.32596
"	"	"	"	"	82	71.94268
"	"	"	"	"	83	71.55457
"	"	"	"	"	84	71.16163
"	"	"	"	"	85	70.76382
"	"	"	"	"	86	70.36113
"	"	"	"	"	87	69.95401
"	"	"	"	"	88	69.54244
"	"	"	"	"	89	69.12641
"	"	"	"	"	90	68.70588
"	"	"	"	"	91	68.28084
"	"	"	"	"	92	67.85127
"	"	"	"	"	93	67.41716
"	"	"	"	"	94	66.97847
"	"	"	"	"	95	66.53519
"	"	"	"	"	96	66.08729
"	"	"	"	"	97	65.63477
"	"	"	"	"	98	65.17759
"	"	"	"	"	99	64.71621
"	"	"	"	"	100	64.25061
"	"	"	"	"	101	63.78077
"	"	"	"	"	102	63.30668

Thereafter	but	before	Payment	No.		
"	"	"	"	"	103	62.82831
"	"	"	"	"	104	62.34565
"	"	"	"	"	105	61.85867
"	"	"	"	"	106	61.36736
"	"	"	"	"	107	60.87169
"	"	"	"	"	108	60.37166
"	"	"	"	"	109	59.86723
"	"	"	"	"	110	59.35839
"	"	"	"	"	111	58.84559
"	"	"	"	"	112	58.32881
"	"	"	"	"	113	57.80805
"	"	"	"	"	114	57.28327
"	"	"	"	"	115	56.75447
"	"	"	"	"	116	56.22161
"	"	"	"	"	117	55.68470
"	"	"	"	"	118	55.14370
"	"	"	"	"	119	54.59860
"	"	"	"	"	120	54.04938
"	"	"	"	"	121	53.49602
"	"	"	"	"	122	52.93850
"	"	"	"	"	123	52.37821
"	"	"	"	"	124	51.81515
"	"	"	"	"	125	51.24929
"	"	"	"	"	126	50.68062
"	"	"	"	"	127	50.10914
"	"	"	"	"	128	49.53482
"	"	"	"	"	129	48.95766
"	"	"	"	"	130	48.37765
"	"	"	"	"	131	47.79476
"	"	"	"	"	132	47.20899
"	"	"	"	"	133	46.62032
"	"	"	"	"	134	46.02875
"	"	"	"	"	135	45.43451
"	"	"	"	"	136	44.83760
"	"	"	"	"	137	44.23799
"	"	"	"	"	138	43.63569
"	"	"	"	"	139	43.03067
"	"	"	"	"	140	42.42292
"	"	"	"	"	141	41.81244
"	"	"	"	"	142	41.19921
"	"	"	"	"	143	40.58321
"	"	"	"	"	144	39.96444
"	"	"	"	"	145	39.34288
"	"	"	"	"	146	38.71852
"	"	"	"	"	147	38.09135
"	"	"	"	"	148	37.46135
"	"	"	"	"	149	36.82852
"	"	"	"	"	150	36.19283
"	"	"	"	"	151	35.55428
"	"	"	"	"	152	34.91286
"	"	"	"	"	153	34.26854
"	"	"	"	"	154	33.62132
"	"	"	"	"	155	32.97119
"	"	"	"	"	156	32.31812
"	"	"	"	"	157	31.66212
"	"	"	"	"	158	31.00316
"	"	"	"	"	159	30.34123

Thereafter	but	before	Payment	No.		
"	"	"	"	"	160	29.67632
"	"	"	"	"	161	29.00841
"	"	"	"	"	162	28.33750
"	"	"	"	"	163	27.66356
"	"	"	"	"	164	26.98658
"	"	"	"	"	165	26.30656
"	"	"	"	"	166	25.62347
"	"	"	"	"	167	24.93731
"	"	"	"	"	168	24.24805
"	"	"	"	"	169	23.55569
"	"	"	"	"	170	22.86021
"	"	"	"	"	171	22.16160
"	"	"	"	"	172	21.45984
"	"	"	"	"	173	20.75491
"	"	"	"	"	174	20.04682
"	"	"	"	"	175	19.33553
"	"	"	"	"	176	18.62104
"	"	"	"	"	177	17.90332
"	"	"	"	"	178	17.18238
"	"	"	"	"	179	16.45819
"	"	"	"	"	180	15.73073
"	"	"	"	"	181	15.00000

EXHIBIT F

(Attached to and made a part of
that certain Equipment Lease Agreement
dated as of June 30, 1972)

As provided in subsection (e) of Section 16 of this Agreement, this Agreement has been modified at its inception as follows:

PURCHASE AND RENEWAL OPTIONS

Upon the last business date on or prior to the expiration of the initial term of this Agreement or the then current renewal term if no event of default, or event which with notice or passage of time or both would constitute an event of default, has occurred and is continuing, and if Lessee has given Lessor at least 180 days prior written notice, Lessee shall have the option to exercise either the following Purchase Option or the following Renewal Option:

(a) to purchase the Equipment (herein called the "Purchase Option") as follows: Lessee's notice of its desire to exercise the Purchase Option shall include a statement of the fair market value of the Equipment as believed by Lessee. The purchase price of the Equipment, which Lessee shall pay to Lessor in immediately available funds, shall be the agreed upon fair market value thereof as of the date of purchase. If Lessee and Lessor are unable to agree upon the fair market value of the Equipment within thirty (30) days after receipt by Lessor of such notice, such

fair market value shall be determined by an appraiser selected by the mutual agreement of the Lessor and Lessee. The fee of such appraiser shall be paid by Lessee. Upon payment by Lessee to Lessor of the purchase price for the Equipment at such expiration, and upon payment by Lessee of all rent and any other sums owing to Lessor hereunder, Lessor shall transfer to Lessee, without any representation or warranty of any kind, express or implied, whatever title to such Equipment it may have.

(b) to renew this Agreement (herein called the "Renewal Option") for five (5) additional renewal terms of one (1) year each. If any term be so extended, then all provisions of the Agreement (including without limitation the rent provided for therein) shall apply during any such extension unless the parties specifically provide otherwise. Exercise of the Renewal Option(s) by Lessee in accordance with the foregoing clause (b) shall not prevent a subsequent exercise of the Purchase Option by Lessee in accordance with the foregoing clause (a). Once Lessee has given notice to Lessor of its exercise of the Purchase Option, the Renewal Option(s) shall thereupon be terminated and of no further force and effect.