

# BESSEMER AND LAKE ERIE RAILROAD COMPANY

135 JAMISON LANE • P. O. BOX 68 • MONROEVILLE, PENNSYLVANIA 15146

OFFICE OF GENERAL COUNSEL  
AND SECRETARY

5-127A063

JOHN D. MORRISON  
GENERAL COUNSEL  
AND SECRETARY

WILLIAM C. LEIPER  
ASST. GEN. COUNSEL

HANFORD O'HARA

ROBERT N. GENTILE  
GENERAL ATTORNEYS

GARY J. MARINI  
ASST. GEN. ATTORNEY

ALICE C. SAYLOR  
ATTORNEY

April 30, 1985

No.

Date MAY 7 1985

Fee \$ 10.00

ICC Washington, D.C.

14644  
REGISTRATION NO. FILED 1425

MAY 7 1985 - 12 05 AM

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne, Secretary  
Interstate Commerce Commission  
12th Street & Constitution Avenue, N.W.  
Washington, DC 20423

Dear Mr. Bayne:

I have enclosed an original and one copy of the document described below, to be recorded pursuant to 49 U.S.C. 11303.

This document is a lease, a primary document, dated October 1, 1984.

The names and addresses of the parties to the documents are as follows:

Lessor:

Bessemer and Lake Erie Railroad Company  
135 Jamison Lane  
P. O. Box 68  
Monroeville, PA 15146

Lessee:

Arch of Kentucky, Inc.  
200 North Broadway  
St. Louis, MO 63102

A description of the equipment covered by the document follows:

MAY 7 11 51 AM '85  
HONORARY CLERK

Mr. James H. Bayne  
Page 2  
April 30, 1985

Five hundred (500) 100-ton open-top hopper cars, A.A.R. Mechanical Designation HT 53, bearing marks URDX, serial numbers between 1000 and 1795 not inclusive (see lease document, Rev. Exhibit A, for the serial numbers of the 500 cars subject to the lease).

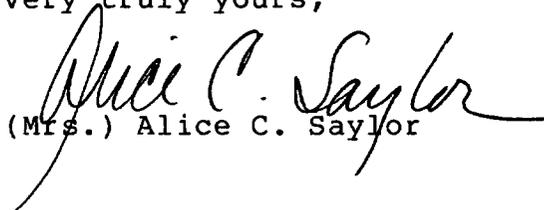
A fee of \$10.00 is enclosed. Please return the original document to:

Mrs. Alice C. Saylor  
Bessemer and Lake Erie Railroad Company  
135 Jamison Lane  
P. O. Box 68  
Monroeville, PA 15146

A short summary of the document to appear in the index follows:

Lease between Bessemer and Lake Erie Railroad Company (P. O. Box 68, Monroeville, PA 15146), and Arch of Kentucky, Inc. (200 North Broadway, St. Louis, MO 63102), dated October 1, 1984, and covering five hundred (500) 100-ton open-top hopper cars.

Very truly yours,

  
(Mrs.) Alice C. Saylor

ACS:dr  
Enclosures

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

5/7/85

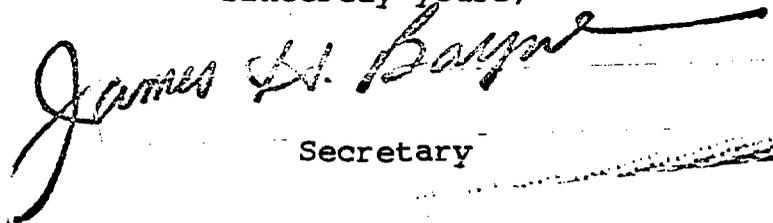
OFFICE OF THE SECRETARY

Alice C. Saylor  
Bessemer & Lake Erie Railroad Co.  
135 Jamison Lane  
P.O.Box 68  
Monroeville, PA. 15146

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 5/7/85 at 12:05pm and assigned re-  
recording number(s). 14644

Sincerely yours,

  
Secretary

Enclosure(s)

RECORDATION NO. 14644 Filed 1425

MAY 7 1985 12 05 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT TO LEASE RAILROAD EQUIPMENT AND  
MAINTENANCE AGREEMENT  
EFFECTIVE OCTOBER 1, 1984

Between

BESSEMER AND LAKE ERIE RAILROAD COMPANY,  
Lessor,

and

ARCH OF KENTUCKY, INC.  
Lessee

THIS AGREEMENT TO LEASE RAILROAD EQUIPMENT (hereinafter the "Agreement" or "Lease") is effective October 1, 1984 and made between BESSEMER AND LAKE ERIE RAILROAD COMPANY, a Pennsylvania corporation (herein-after "Lessor"), and ARCH OF KENTUCKY, INC., a Delaware corporation (hereinafter "Lessee").

PREAMBLE:

WHEREAS, Lessor as a common carrier has, by an Agreement dated as of May 30, 1980, leased up to five hundred (500) 100-ton open-top hopper railroad cars from The Connecticut Bank and Trust Company; and

WHEREAS, Lessor as a common carrier has, by an Agreement dated as of May 1, 1980 leased up to two hundred eighty (280) 100-ton open-top hopper railroad cars from Gould Leasing Services, Inc;

WHEREAS, Lessor, as a common carrier is the Owner of up to five hundred sixteen (516) 100-ton open-top hopper railroad cars;

WHEREAS, Lessee desires to lease from Lessor up to five hundred (500) of the above described hopper cars (herein the "Cars") so leased to or owned by Lessor; and

WHEREAS, by maintenance agreement of even date, herewith, the continuation of which this agreement is contingent upon, Lessor has agreed to provide and Lessee has agreed to engage, Lessor's services for maintenance of the Cars;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by Lessee, Lessor hereby leases the Cars to Lessee, and Lessee hereby agrees to lease the Cars from Lessor, upon the following terms and conditions:

1. ACQUISITION, DELIVERY AND ACCEPTANCE OF THE CARS.

(a) Lessor agrees that certain railroad equipment described in Exhibit A hereto and to be chosen therefrom mutually by Lessor and Lessee shall be delivered to Lessee at either Lynch or Corbin, Kentucky, such point to be mutually agreed upon by the parties. Lessor will pay the delivery costs, if any, associated with delivery of said Railroad Equipment to the points of delivery. After receipt of such railroad equipment at such points of delivery, an inspection of each item of railroad equipment shall be made by a representative of Lessee (the railroad equipment is hereinreferred to collectively as "Cars" and each a "Car").

(b) Upon Lessee's acceptance of a Car and at the completion of satisfactory inspection (but in no event before the completion of necessary repairs), Lessee shall forthwith execute and deliver to Lessor one or more certificates of acceptance. In addition, the numbers to be placed on the Cars by the Lessee and the relationship to the former Rock Island numbers are set forth on Exhibit B.

(c) The delivery of any Car to Lessee and the delivery to Lessor of a Certificate of Acceptance shall constitute Lessee's acknowledgement that: (i) Lessee has fully inspected such Car; (ii) such Car is in good condition and repair, is of the manufacture, design and specifications selected by Lessee and is suitable for Lessee's purposes; (iii) such Car is in full compliance with this Agreement and Lessee has accepted such Car hereunder; and (iv) Lessor has made no representation or warranty of any kind with respect to such Car except that such Car is, as of the time of delivery hereunder, in full compliance with Interstate Commerce Commission and all other applicable governmental agency requirements and specifications.

2. TITLE. At all times while this Agreement is in force no title or other right of ownership in the Cars shall be vested in Lessee, and delivery of possession of the Cars to Lessee as well as Lessee's possession of the Cars, is solely in accordance with the terms of this Agreement. Lessor has sufficient interest in the Cars to lease same to Lessee in accordance with the terms and conditions of this Agreement and shall maintain such interest during the Initial Term of this agreement and any extensions thereof or in the alternative provide in substitution Cars of substantially similar quality and type.

3. RENTALS. Commencing as of October 1, 1984 and during the initial term of this Lease, Lessee will pay Lessor as rental for the Cars quarterly, in arrears, 20 consecutive quarterly payments, each in an amount equal to \$958.13 per Car per quarter during years one two and three of the Initial Term, \$1,049.38 per Car per quarter during year four of the Initial Term and \$1,140.63 per Car per quarter during the fifth year of the Initial Term, for up to seven hundred fifty (750) Cars. The initial rental payment shall be made on December 31, 1984. Subsequent quarterly rental payments shall be due on the last business day of the month of every third month thereafter during the Initial Term and any extensions or renewals thereof (hereinafter the "Rental Payment Date").

All payments to Lessor provided for in this Agreement shall be made to the Lessor by electronic funds transfer to the Lessor's account at Mellon Bank, N.A., Pittsburgh.

The Lease embodied in this Agreement is a net lease and Lessee shall not be entitled to any abatement of rent or other payments due hereunder or any reduction thereof under any circumstances or for any

reason whatsoever, including but not limited to, abatements or reductions due to any present or future claims of Lessee against Lessor or any assignee of Lessor under this Agreement or otherwise, nor, except as otherwise expressly provided herein, shall this Agreement terminate, or the respective obligations of Lessor or Lessee be otherwise affected, by reason of or damage to or loss or destruction of all or any of the Cars from whatever cause, the taking or requisition of the Cars by condemnation or otherwise, the prohibition of Lessee's use of the Cars, the interference with such use by any government, person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Agreement, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Agreement.

In case of failure of Lessee to pay fees, assessments, charges, taxes and expenses all as herein required, Lessor shall have the right, but shall not be obligated, to pay said fees, assessments, charges, taxes and expenses. In that event the cost thereof shall be a cost of the Lessee and shall be payable to Lessor on demand.

If any amounts payable pursuant to the terms of this Agreement, including but not limited to rentals due hereunder, remain

unpaid after the same shall become due and payable, Lessee shall pay interest on such overdue rental amounts for the period of time during which they are overdue at the rate of 18% per annum (hereinafter the "Penalty Interest Rate"), it being expressly understood that this provision shall be in addition to any other rights which Lessor may have under this Agreement in the event Lessee fails to make payments required hereunder when the same shall have become due and payable.

4. TERM OF LEASE. This Lease shall take effect as of October 1, 1984. The Initial Term of this Lease (herein the "Initial Term") shall begin on October 1, 1984 and, subject to the provisions of this Section and Section 12 and 25 hereof, shall terminate on September 30, 1989. Each Car shall be subject to the terms of this Lease on October 1, 1984.

5. IDENTIFICATION MARKS. Lessee at its expense will cause each Car to be numbered, and continue to be numbered with car numbers as specified in Section 1(b) of this Agreement and Exhibit B, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Car, in letters not less than one inch in height, any designation of Ownership which appears on each and every car as of its date of delivery to Lessee or other appropriate words designated by Lessor, with appropriate changes thereof and additions thereto as from time to time may be requested by Lessor or required by law in order to protect Lessor's and Owners' interest in the Cars and their rights under this Agreement. The cost of any such changes will be for Lessor's account. Lessee will not place any Car in operation until such words 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. Lessee will

not change the car number of any Car except in accordance with a statement of new numbers to be substituted therefor, which statement or reference thereto previously shall have been filed with Lessor or Lessee approved by Lessor and filed, recorded or deposited in all public offices where this Agreement shall have been filed, recorded or deposited.

Except as above provided, Lessee will not allow the name of any person, association or corporation to be placed on the Cars as a designation that might be interpreted as a claim of ownership; provided, however, that Lessee may cause the Cars to be lettered with the names or initials or other insignia customarily used by Lessee on railroad equipment used by it of the same or a similar type for convenience of identification of the right of Lessee to use the Cars under this Agreement.

6. TAXES. In addition to the rent provided herein, and as a separate item, Lessee shall pay or reimburse Lessor for all taxes (exclusive of taxes based on Lessor's net income or franchise taxes, unless such net income or franchise taxes relieve Lessee from any taxes which Lessee would otherwise be obligated to pay under the terms of this Section), fees, charges, licenses and assessments, whatsoever, however designated, whether based on the rent or levied, assessed or imposed upon the equipment or upon or in respect to the ownership, leasing, use or return of the Cars, now or hereafter levied, assessed or imposed during the term of this Lease under the authority of a federal, state or local taxing jurisdiction, regardless of when and by whom payable.

Applicable sales and use taxes will be added to the rent unless Lessee provides evidence of direct payment authority, a valid exemption certificate, or an opinion of counsel satisfactory to Lessor that such taxes are not due from or payable by Lessor.

7. PAYMENT FOR CASUALTY OCCURRENCE OR FOR CARS UNSERVICABLE FOR USE. In the event any Car delivered hereunder to Lessee shall become lost or stolen or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise, except as any such requisitioning or take over by governmental authority is attributable to any act or omission of the Lessor, or in the event any car delivered hereunder to Lessee shall become destroyed or irreparably damaged while on Lessee's property or rail line (any of the aforementioned occurrences being hereinafter called a "Casualty Occurrence") during the continuance of this Agreement, Lessee shall promptly (after it has knowledge of such Casualty Occurrence) and fully inform Lessor in regard thereto by written notice. The term "irreparably damaged", as used in this provision shall include any instance where the cost of reconstruction of the Car exceeds Stipulated Loss Value. On the next Rental Payment Date hereunder following the receipt of notice by Lessee of a Casualty Occurrence, Lessee shall pay Lessor a sum equal to the stipulated loss value (hereinafter "Stipulated Loss Value") of each of the leased Cars involved in the Casualty Occurrence which shall be determined by multiplying the value of each of the Leased Cars (\$33,900.00) involved in the Casualty Occurrence by the applicable Stipulated Loss Value Percentage set out in Exhibit C attached hereto and forming a part hereof. Upon paying the Stipulated

Loss Value of the Car or Cars which shall have suffered a Casualty Occurrence, rental for such Car or Cars shall cease to accrue after the next Rental Payment Date, and Lessee shall thereupon automatically take title to such Car or Cars AS IS, WHERE IS, WITHOUT WARRANTY by Lessor express or implied with respect to any matter whatsoever.

8. DISCLAIMER OF WARRANTIES.

(a) LESSEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS AND TO THE EXTENT REPRESENTED IN SECTION 1 (C) (IV) HEREOF LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, QUALITY, DURABILITY, SUITABILITY, ADEQUACY, MERCHANTABILITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, DESIGN, OPERATION, USE OR PERFORMANCE OF ANY CAR OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY CAR.

(b) Nothing contained in this Section 8 shall be deemed to limit Lessee from availing itself of any representations, warranties or agreements of the Seller and Lessor agrees to enforce, on behalf of and at the expense of Lessee, any such representations, warranties, or agreements of the Seller.

9. RULES, LAWS AND REGULATIONS. The Lessee agrees to comply with all governmental laws, regulations, requirements and rules foreign or domestic (including the rules of the United States Department of Transportation, the Interstate Commerce Commission and the current Interchange Rules, or supplements thereto of the Mechanical Division, Association of American Railroads) with respect to the use, maintenance and operation of each Car subject to this Lease. In case any equipment or appliance on any such Car shall be required to be changed or replaced, or in case any additional or other equipment or appliance is required to be installed on such Car, in order to comply with such laws, regulations, requirements and

rules, the Lessee agrees to make such changes, additions and replacements at its own expense. Lessee agrees at Lessor's request and direction to prepare and deliver to Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of Lessor) any and all reports (other than income tax returns) to be filed by Lessor with any federal, state or other regulatory authority by reason of Lessor's interest in the Cars or the leasing thereof to Lessee.

10. USE AND MAINTENANCE OF CARS. The Lessee shall use the Cars only in coal hauling service and so as to subject them only to ordinary wear and tear. Use of the Cars in service other than coal hauling shall be permitted only upon notice to and prior written consent by Lessor, which consent shall not be unreasonably withheld. The Lessee shall, at its own cost and expense, maintain and keep the Cars in good order, condition and repair, and suitable for use in interchange. The Lessee shall not materially modify any Car without the written authority and approval of the Lessee which shall not be unreasonably withheld. Any parts installed or replacements made by the Lessee upon any Car shall be considered accessions to such Car and title thereto shall be immediately vested in the Lessor, without cost or expense to the Lessor. The Cars shall at all times during the term of this Lease remain in the continental United States.

11. INDEMNIFICATION. Lessee agrees to indemnify, defend and hold harmless Lessor and its successors and assigns from and against (a) any and all loss or damage of or to the cars while the cars are on Lessee's property or rail line, and (b) any and all losses, expenses, damages, injuries, liabilities, claims and demands whatsoever, arising from the negligence or other legal fault of the Lessee.

12. DEFAULT AND CONSEQUENTIAL DAMAGES. If, during the continuance of the Lease embodied in this Agreement, one or more of the following events (herein sometimes called "Events of Default") shall occur:

A. Failure to pay when due any part of the rental provided in Sections 3 and 4 hereof, which failure shall continue for ten (10) days after the due date thereof;

B. Nonpayment of any other amount provided for in this Agreement when the same becomes due, or default by Lessee in performing any obligation, term or condition of this Agreement, provided such nonpayment or default shall continue for more than thirty (30) days after written notice;

C. The Lessee shall make or permit any unauthorized assignment or transfer of this Agreement or sublease or possession, of any of the Cars, or removal of any of the Cars from the continental United States;

D. Lessee commences, makes, consents to or acquiesces in any assignment for the benefit of creditors, or the appointment of any liquidator or receiver or any proceeding under any bankruptcy, reorganization, insolvency, dissolution or similar law, or if, in any proceeding relating to any of the above commenced or brought against Lessee in such proceeding or adjudicating Lessee bankrupt or insolvent and such order remains in effect for more than 30 days, whether or not consecutive;

E. Any certificate, statement, representation, warranty or audit heretofore or hereafter furnished by or on behalf of Lessee or any other party liable for payment or performance of this Agreement proves to have been false in any material respect at the time as of

which the facts therein set forth were stated or certified or has omitted any substantial contingent or unliquidated liability or claim against Lessee or any such other party; then, in each and every such case, Lessor, at its option may:

(a) proceed by appropriate court action or actions, either at law or in equity, to enforce Lessee's performance of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(b) by notice in writing to Lessee, terminate this Agreement and the Lease embodied herein forthwith as to any or all Cars, whereupon all right of Lessee to the use and possession of such Car or Cars shall absolutely cease and terminate as though this Agreement had never been made, but Lessee shall remain liable as hereinafter provided, and thereupon Lessor may by its agents enter upon the premises of Lessee or other premises where any of the Cars may be and without any court order or other process of law take possession of all or any of such Cars and thenceforth hold, possess and enjoy the same free from any right of Lessee, or its successors or assigns, to use the Cars for any purposes whatever, Lessee hereby waiving any and all damages occasioned by such taking of possession, but Lessor shall, nevertheless, have a right to recover from Lessee any and all amounts then due or to become due under the terms of this Agreement and also to recover forthwith from Lessee the following amounts as a part of Lessor's damages:

(i) a reasonable provision for expenses incidental to the Lessor's enforcement of its rights hereunder including, but not limited to, expenses of taking possession of the Cars if the Cars have not been delivered to Lessor by Lessee as provided under Section 13 hereof; and

(ii) any damage excluding consequential damages which the Lessor shall have sustained by reason of the breach of any covenants of this Agreement; and

(iii) interest on any of the above amounts at the Penalty Interest Rate from the date of demand until the date of payment; and

(iv) reasonable attorneys' fees and costs of suit incurred in connection with the enforcement of the provisions of this Agreement.

The remedies of this Agreement provided in favor of Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity and may be enforced concurrently therewith or from time to time. Lessor's failure to enforce any provision hereof or its failure to avail itself of any remedy afforded hereunder shall not be deemed a waiver thereof.

The parties acknowledge that it would not be unconscionable under the commercial circumstances of this Agreement to limit any award of consequential damages to any party aggrieved by breach of this Agreement in any way. Consequential damages including but not limited to loss of income to Lessee under this Agreement are, therefore, entirely excluded from any cause of action arising out of this Agreement or the breach thereof.

13. RETURN OF CARS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of the Lease embodied in this Agreement for any reason, Lessee shall forthwith deliver possession of the Cars to Lessor in their original condition, ordinary wear and tear excepted but in any event suitable for use in interchange for which Lessee shall bear the expense solely of transportation of all Cars to the then nearest point on the lines of Lessor. Accessions to the Cars made by Lessee pursuant to Section 10 of this Agreement shall, upon termination of this Agreement, become the property of the Lessor if the accessions cannot be removed without damage to the Cars, or alternatively may be removed by Lessee at its expense if removal can be accomplished without damage to the Cars.

The assembling, return, and transportation of the Cars as herein provided shall be at Lessee's expense and risk and are of the essence of this Agreement, and upon application of any court of

equity having jurisdiction in the premises Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee so to assemble, deliver and transport the Cars.

Without in any way limiting Lessee's obligation hereunder, Lessee hereby irrevocably appoints Lessor as Lessee's agent and attorney, with full power and authority, at any time while Lessee is obligated to deliver possession of any Car to Lessor, to demand and take possession of such Car, in the name and on behalf of Lessee, from whoever shall be in possession of such Car at the time.

14. ASSIGNMENT, POSSESSION AND USE. Neither party shall assign this Agreement without the prior written consent of the other which consent shall not be unreasonably withheld. Lessee shall have no right to sublease the Cars.

Lessee, at its own expense, will promptly pay or discharge any and all sums claimed by any party which, if unpaid, might become or is a lien, charge, security interest or other encumbrance (other than an encumbrance created or incurred by Lessor which is not the result of any act or omission of Lessee) upon or with respect to any Car, including any accession thereto, or the interest of the Owner,

Lessor, or Lessee therein, and will promptly discharge any such lien, claim, security interest or encumbrance which arises. Lessee shall not part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Cars, except as permitted herein.

So long as Lessee shall not be in default under this Agreement, Lessee shall be entitled to the full use and possession of the Cars, including the tendering of the Cars to a railroad for transportation service to be provided to Lessee.

15. NOTICES. Any notice required or permitted to be given by or to either party hereto shall be deemed to have been given when deposited in the United States mails, First Class, postage prepaid, addressed to:

(1) Lessor at: P. O. Box 68

135 Jamison Lane

Monroeville, PA 15146

Attn: V.P. Finance or V.P. Operations

(2) Lessee at: 200 North Broadway

St. Louis, MO 63102

Attn: Asst. V.P.-Marketing

or at such other address as the parties may from time to time designate.

16. LAW GOVERNING. This Agreement shall be construed in accordance with the law of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by the Interstate Commerce Act 49 U.S.C. §11303 and such additional rights arising out of the filing, recording, or depositing hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement shall be filed, recorded or deposited.

17. MODIFICATION OF AGREEMENT. Except as specifically provided for under the terms of this Agreement, no modification, extension, waiver, renewal or termination of this Agreement, or any of its provisions, shall be binding on either party hereto unless made in writing on its behalf by the duly authorized representative of said party.

18. INSPECTION BY LESSOR. Lessor shall have the right, at its risk and expense, by its authorized representatives, but shall be under no obligation, to inspect the Cars and Lessee's records with respect thereto, at such times as shall be reasonably necessary to confirm to Lessor the existence and proper maintenance thereof during the continuance of the Lease embodied in this Agreement. Lessee's obligations respecting the Cars shall not be diminished in any manner by any failure of Lessor to so inspect. Nothing contained in this Section is intended to relieve the Lessee from the consequences of its negligence to imply that Lessor assumes the risk of Lessee's negligence or other legal fault.

19. RECORDING; EXPENSES. The parties from time to time will execute, acknowledge, deliver, file, register, record (and will file, reregister, deposit and redeposit and re-record whenever required)

any and all further instruments required by law or reasonably requested by each other for the purpose of proper protection of their respective interests in the Cars, or for the purpose of carrying out the intention of this Agreement; and each party will upon request promptly furnish to the other evidences of all such filing, registering, depositing or recording.

20. HEADINGS. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

21. SURVIVAL. All warranties, representations and covenants made by the Lessor or Lessee herein shall be considered to have been relied upon by the other party hereto, and any assignee thereof, and shall survive the consummation of the transactions contemplated hereby.

22. FINANCIAL REPORTS. From time to time during the Initial Term or any Renewal Term of this lease, Lessee shall, upon request of Lessor, provide Lessor with a true and correct copy of Lessee's most recent statement of financial position as supplied to its shareholders and Lessor agrees to abide by any reasonable confidentiality restrictions Lessee places on such information.

23. RIGHT OF LESSOR TO PERFORM. If the Lessee shall fail to comply with any of its covenants herein contained, the Lessor may, but shall not be obligated to, make advances to perform the same and to take all such action as may be necessary to obtain such performance. Any payment so made and all costs and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith shall be payable by the Lessee to the Lessor

upon demand as additional rent hereunder, with interest at the rate of 18% per annum.

24. OPTION TO PURCHASE. This Agreement contains and Lessee shall have no right to purchase any of the said Cars.

25. RENEWAL AND ADDITIONAL CARS OPTIONS. Provided that no Event of Default, or event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, shall have occurred and be continuing, the Lessee shall have the following renewal options:

The Lessee shall have the option to renew and extend this Lease for up to the number of the cars then leased hereunder for up to three additional renewal terms of one year each, such option in each case to be exercisable no less than 180 days prior to the expiration of the Initial Term of this Lease, or preceding renewal term as the case may be, upon and subject to the terms and conditions herein contained for the Initial Term of this Lease, except that quarterly rental payments during any such renewal term shall be in the amount of \$1003.75 per Car per quarter.

Until September 30, 1985, Lessee shall have the option to increase the number of cars leased hereunder in minimum fifty (50) car increments, such option to be exercised by Lessee giving a minimum of 60 days prior written notice to Lessor. Such additional cars shall be subject to all provisions of this Lease and no more than seven hundred fifty (750) cars in total shall be leased to Lessee at any time during the term of this Lease.

26. RETENTION OF RIGHTS. Lessor retains under this Agreement such rights and interests as will permit it to perform its obligations under those leases with Connecticut Bank and Trust Company, and Gould Leasing Services, Inc. which leases are mentioned in the Preamble of this Agreement.

27. SEVERABILITY. Any provision of this Lease 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.

28. EXECUTION OF COUNTERPARTS. This Lease, and any lease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND HEREBY, Lessor and Lessee, each pursuant to due authority, have caused these presents to be signed in their respective names and their respective seals to be hereunto affixed as of the date first above written.

ATTEST:

BESSEMER AND LAKE ERIE RAILROAD COMPANY

R. N. Gentile  
Assistant Secretary

By [Signature]  
Vice President-Finance

DATED: 11-28-84

ATTEST:

ARCH OF KENTUCKY, INC.

[Signature]  
Assistant Secretary

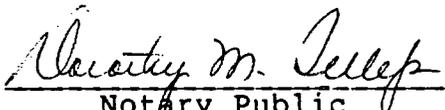
By [Signature]  
Vice President

DATED: 11/28/84

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania  
County of Allegheny ss:

On this 15<sup>th</sup> day of April, 1985, before me personally appeared M. R. Seipler, to me personally known, who being by me duly sworn, says that he is the Vice President-Operations of Bessemer and Lake Erie Railroad Company, that the foregoing 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.

  
Notary Public

My Commission Expires: \_\_\_\_\_

JROTHY M. TELLEP, Notary Public  
PITTSBURGH, ALLEGHENY COUNTY, PA.  
MY COMMISSION EXPIRES  
DECEMBER 18, 1986

ACKNOWLEDGEMENT

State of MISSOURI  
~~County~~ <sup>City</sup> of ST. LOUIS ss:

On this 12th day of April, 1985, before me personally appeared S. A. Carter, to me personally known, who being by me duly sworn, says that he is the Vice President of Arch of Kentucky, Inc., that the foregoing 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.

RUTH A. OLNEY  
NOTARY PUBLIC, STATE OF MISSOURI  
EX. 11112-01  
FED. BUREAU OF INVESTIGATION  
ISSUED TO MISSOURI NOTARY ASSOC.

Ruth A. Olney  
Notary Public

My Commission Expires: 2/15/89

REVISED EXHIBIT A

| <u>URDX<br/>NUMBER</u> |
|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| 1000                   | 1120                   | 1212                   | 1340                   | 1467                   | 1608                   | 1702                   |
| 1021                   | 1122                   | 1215                   | 1341                   | 1468                   | 1609                   | 1703                   |
| 1023                   | 1123                   | 1220                   | 1342                   | 1469                   | 1614                   | 1707                   |
| 1024                   | 1125                   | 1225                   | 1345                   | 1479                   | 1615                   | 1711                   |
| 1025                   | 1126                   | 1226                   | 1353                   | 1484                   | 1620                   | 1717                   |
| 1028                   | 1131                   | 1228                   | 1357                   | 1490                   | 1621                   | 1720                   |
| 1032                   | 1137                   | 1233                   | 1363                   | 1494                   | 1624                   | 1722                   |
| 1033                   | 1142                   | 1234                   | 1366                   | 1497                   | 1625                   | 1723                   |
| 1036                   | 1143                   | 1243                   | 1369                   | 1512                   | 1626                   | 1727                   |
| 1040                   | 1145                   | 1244                   | 1371                   | 1516                   | 1631                   | 1732                   |
| 1041                   | 1147                   | 1246                   | 1379                   | 1518                   | 1633                   | 1733                   |
| 1051                   | 1149                   | 1248                   | 1387                   | 1521                   | 1638                   | 1734                   |
| 1054                   | 1151                   | 1250                   | 1390                   | 1522                   | 1639                   | 1739                   |
| 1057                   | 1154                   | 1251                   | 1391                   | 1529                   | 1641                   | 1740                   |
| 1059                   | 1155                   | 1253                   | 1393                   | 1531                   | 1647                   | 1741                   |
| 1061                   | 1156                   | 1256                   | 1395                   | 1533                   | 1648                   | 1744                   |
| 1065                   | 1157                   | 1257                   | 1400                   | 1534                   | 1649                   | 1749                   |
| 1070                   | 1161                   | 1258                   | 1401                   | 1538                   | 1650                   | 1750                   |
| 1075                   | 1164                   | 1259                   | 1404                   | 1544                   | 1651                   | 1752                   |
| 1076                   | 1170                   | 1265                   | 1405                   | 1545                   | 1652                   | 1754                   |
| 1077                   | 1173                   | 1266                   | 1411                   | 1547                   | 1653                   | 1757                   |
| 1080                   | 1176                   | 1267                   | 1412                   | 1549                   | 1654                   | 1759                   |
| 1087                   | 1179                   | 1268                   | 1414                   | 1550                   | 1657                   | 1760                   |
| 1091                   | 1182                   | 1272                   | 1419                   | 1555                   | 1662                   | 1761                   |
| 1095                   | 1186                   | 1281                   | 1429                   | 1557                   | 1665                   | 1762                   |
| 1096                   | 1188                   | 1282                   | 1430                   | 1559                   | 1666                   | 1763                   |
| 1098                   | 1190                   | 1283                   | 1431                   | 1560                   | 1669                   | 1765                   |
| 1099                   | 1193                   | 1286                   | 1433                   | 1561                   | 1672                   | 1768                   |
| 1100                   | 1194                   | 1292                   | 1435                   | 1569                   | 1675                   | 1770                   |
| 1101                   | 1195                   | 1296                   | 1442                   | 1572                   | 1678                   | 1778                   |
| 1103                   | 1196                   | 1297                   | 1445                   | 1577                   | 1688                   | 1779                   |
| 1107                   | 1198                   | 1302                   | 1450                   | 1582                   | 1690                   | 1780                   |
| 1108                   | 1201                   | 1306                   | 1451                   | 1591                   | 1691                   | 1782                   |
| 1109                   | 1202                   | 1307                   | 1457                   | 1592                   | 1692                   | 1783                   |
| 1110                   | 1204                   | 1308                   | 1459                   | 1598                   | 1693                   | 1784                   |
| 1111                   | 1205                   | 1314                   | 1461                   | 1599                   | 1694                   | 1790                   |
| 1112                   | 1207                   | 1326                   | 1462                   | 1601                   | 1695                   | 1791                   |
| 1117                   | 1208                   | 1327                   | 1463                   | 1602                   | 1696                   | 1793                   |
| 1118                   | 1210                   | 1337                   | 1464                   | 1605                   | 1698                   | 1795                   |
| 1015                   | 1313                   |                        | 1007                   |                        | 1019                   |                        |
| 1069                   | 1343                   |                        | 1113                   |                        | 1081                   |                        |
| 1132                   | 1428                   |                        | 1121                   |                        | 1245                   |                        |
| 1221                   | 1507                   |                        | 1219                   |                        |                        |                        |
| 1269                   | 1548                   |                        | 1551                   |                        |                        |                        |
| 1299                   | 1730                   |                        | 1742                   |                        |                        |                        |

	ROCK ISLAND			ROCK ISLAND		
	URDX	B+L	E	URDX	B+L	E
1	1000	50452	700452	1041	50421	700421
2	1001	50306	700306	1042	50542	700542
3	1002	50657	700657	1043	50565	700565
4	1003	50309	700309	1044	50614	700614
5	1004	50662	700662	1045	50376	700376
6	1005	50441	700441	1046	50729	700729
7	1006	50687	700687	1047	50520	700520
8	1007	50700	700700	1048	50624	700624
9	1008	50492	700492	1049	50665	700665
10	1009	50658	700658	1050	50367	700367
11	1010	50507	700507	1051	50475	700475
12	1011	50653	700653	1052	50604	700604
13	1012	50393	700393	1053	50336	700336
14	1013	50688	700688	1054	50690	700690
15	1014	50302	700302	1055	50660	700660
16	1015	50407	700407	1056	50420	700420
17	1016	50330	700330	1057	50537	700537
18	1017	50733	700733	1058	50318	700318
19	1018	50534	700534	1059	50313	700313
20	1019	50723	700723	1060	50434	700434
21	1020	50743	700743	1061	50356	700356
22	1021	50638	700638	1062	50795	700795
23	1022	50726	700726	1063	50759	700759
24	1023	50717	700717	1064	50446	700446
25	1024	50453	700453	1065	50371	700371
26	1025	50312	700312	1066	50361	700361
27	1026	50391	700391	1067	50537	700537
28	1027	50462	700462	1068	50695	700695
29	1028	50532	700532	1069	50571	700571
30	1029	50663	700663	1070	50621	700621
31	1030	50622	700622	1071	50513	700513
32	1031	50765	700765	1072	50742	700742
33	1032	50476	700476	1073	50537	700537
34	1033	50549	700549	1074	50415	700415
35	1034	50497	700497	1075	50772	700772
36	1035	50519	700519	1076	50321	700321
37	1036	50737	700737	1077	50370	700370
38	1037	50320	700320	1078	50347	700347
39	1038	50724	700724	1079	50396	700396
40	1039	50799	700799	1080	50727	700727
41	1040	50499	700499			

URDX B+LE ROCK ISLAND URDX B+LE ROCK ISLAND

1081	50470	700470	1121	50691	700691
1082	50535	700535	1122	50751	700751
1083	50564	700564	1123	50720	700720
1084	50333	700333	1124	50797	700797
1085	50501	700501	1125	50620	700620
1086	50487	700487	1126	50666	700666
1087	50363	700363	1127	50435	700435
1088	50448	700448	1128	50632	700632
1089	50634	700634	1129	50453	700453
1090	50319	700319	1130	50544	700544
1091	50662	700662	1131	50596	700596
1092	50673	700673	1132	50471	700471
1093	50747	700747	1133	50734	700734
1094	50636	700636	1134	50524	700524
1095	50529	700529	1135	50310	700310
1096	50790	700790	1136	50725	700725
1097	50713	700713	1137	50367	700367
1098	50424	700424	1138	50753	700753
1099	50560	700560	1139	50749	700749
1100	50545	700545	1140	50404	700404
1101	50314	700314	1141	50677	700677
1102	50781	700781	1142	50672	700672
1103	50477	700477	1143	50413	700413
1104	50602	700602	1144	50342	700342
1105	50522	700522	1145	50353	700353
1106	50732	700732	1146	50490	700490
1107	50707	700707	1147	50572	700572
1108	50482	700482	1148	50432	700432
1109	50412	700412	1149	50459	700459
1110	50605	700605	1150	50496	700496
1111	50566	700566	1151	50755	700755
1112	50628	700628	1152	50334	700334
1113	50345	700345	1153	50324	700324
1114	50521	700521	1154	50766	700766
1115	50731	700731	1155	50797	700797
1116	50445	700345	1156	50709	700709
1117	50340	700340	1157	50339	700339
1118	50370	700370	1158	50610	700610
1119	50470	700370	1159	50641	700641
1120	50674	700674	1160	50582	700582

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 URDX B+LE ISLAND URDX B+LE ISLAND

1	1161	50562	700562	1201	50670	700670
2	1162	50300	700300	1202	50712	700712
3	1163	50572	700572	1203	50651	700651
4	1164	50773	700773	1204	50423	700423
5	1165	50369	700369	1205	50478	700478
6	1166	50465	700465	1206	50785	700785
7	1167	50325	700325	1207	50547	700547
8	1168	50634	700634	1208	50571	700571
9	1169	50422	700422	1209	50615	700615
10	1170	50436	700436	1210	50379	700379
11	1171	50733	700733	1211	50410	700410
12	1172	50647	700647	1212	50406	700406
13	1173	50344	700344	1213	50350	700350
14	1174	50693	700693	1214	50594	700594
15	1175	50474	700474	1215	50315	700315
16	1176	50339	700339	1216	50593	700593
17	1177	50711	700711	1217	50518	700518
18	1178	50424	700424	1218	50667	700667
19	1179	50339	700339	1219	50730	700730
20	1180	50506	700506	1220	50322	700322
21	1181	50336	700336	1221	50561	700561
22	1182	50456	700456	1222	50794	700794
23	1183	50468	700468	1223	50471	700471
24	1184	50656	700656	1224	50398	700398
25	1185	50583	700583	1225	50785	700785
26	1186	50301	700301	1226	50631	700631
27	1187	50606	700606	1227	50495	700495
28	1188	50455	700455	1228	50342	700342
29	1189	50317	700317	1229	50380	700380
30	1190	50569	700569	1230	50352	700352
31	1191	50463	700463	1231	50611	700611
32	1192	50426	700426	1232	50704	700704
33	1193	50543	700543	1233	50599	700599
34	1194	50516	700516	1234	50541	700541
35	1195	50556	700556	1235	50461	700461
36	1196	50449	700449	1236	50429	700429
37	1197	50343	700343	1237	50702	700702
38	1198	50798	700798	1238	50374	700374
39	1199	50355	700355	1239	50756	700756
40	1200	50758	700758	1240	50327	700327

ROCK ISLAND			ROCK ISLAND		
URDX	B+LE		URDX	B+LE	
1241	50574	700574	1281	50635	700635
1242	50563	700563	1282	50757	700757
1243	50553	700553	1283	50597	700597
1244	50447	700447	1284	50395	700395
1245	50437	700437	1285	50630	700630
1246	50626	700626	1286	50577	700577
1247	50475	700475	1287	50502	700502
1248	50297	700297	1288	50793	700793
1249	50664	700664	1289	50595	700595
1250	50575	700575	1290	50425	700425
1251	50430	700430	1291	50432	700432
1252	50316	700316	1292	50411	700411
1253	50754	700754	1293	50689	700689
1254	50671	700671	1294	50542	700542
1255	50736	700736	1295	50450	700450
1256	50460	700460	1296	50530	700530
1257	50504	700504	1297	50767	700767
1258	50721	700721	1298	50772	700772
1259	50617	700617	1299	50616	700616
1260	50776	700776	1300	50627	700627
1261	50509	700509	1301	50701	700701
1262	50540	700540	1302	50364	700364
1263	50600	700600	1303	50750	700750
1264	50527	700527	1304	50395	700395
1265	50694	700694	1305	50311	700311
1266	50649	700649	1306	50512	700512
1267	50520	700520	1307	50500	700500
1268	50737	700737	1308	50334	700334
1269	50351	700351	1309	50546	700546
1270	50786	700786	1310	50526	700526
1271	50654	700654	1311	50792	700792
1272	50533	700533	1312	50332	700332
1273	50539	700539	1313	50770	700770
1274	50373	700373	1314	50413	700413
1275	50403	700403	1315	50764	700764
1276	50514	700514	1316	50327	700327
1277	50454	700454	1317	50354	700354
1278	50412	700412	1318	50523	700523
1279	50527	700527	1319	50457	700457
1280	50724	700724	1320	50639	700639

ROCK ISLAND			ROCK ISLAND			
URDX	B+LE	ISLAND	URDX	B+LE	ISLAND	
1	1321	50357	700357	1361	50633	700333
2	1322	50416	700416	1362	50466	700466
3	1323	50423	700423	1363	50777	700777
4	1324	50333	700333	1364	50479	700479
5	1325	50417	700417	1365	50685	700685
6	1326	50472	700472	1366	50510	700510
7	1327	50678	700678	1367	50392	700392
8	1328	50644	700644	1368	50643	700643
9	1329	50331	700331	1369	50552	700552
10	1330	50346	700346	1370	50783	700783
11	1331	50327	700327	1371	50397	700397
12	1332	50675	700675	1372	50686	700686
13	1333	50551	700551	1373	50714	700714
14	1334	50554	700554	1374	50585	700585
15	1335	50607	700607	1375	50366	700366
16	1336	50401	700401	1376	50702	700702
17	1337	50326	700326	1377	50780	700780
18	1338	50414	700414	1378	50586	700586
19	1339	50333	700333	1379	50307	700307
20	1340	50382	700382	1380	50601	700601
21	1341	50431	700431	1381	50599	700599
22	1342	50715	700715	1382	50444	700444
23	1343	50692	700692	1383	50577	700577
24	1344	50582	700582	1384	50469	700469
25	1345	50659	700659	1385	50629	700629
26	1346	50680	700680	1386	50579	700579
27	1347	50505	700505	1387	50405	700405
28	1348	50740	700740	1388	50619	700619
29	1349	50304	700304	1389	50335	700335
30	1350	50515	700515	1390	50745	700745
31	1351	50360	700360	1391	50528	700528
32	1352	50771	700771	1392	50710	700710
33	1353	50459	700459	1393	50576	700576
34	1354	50521	700521	1394	50649	700649
35	1355	50762	700762	1395	50557	700557
36	1356	50592	700592	1396	50419	700419
37	1357	50646	700646	1397	50716	700716
38	1358	50467	700467	1398	50349	700349
39	1359	50645	700645	1399	50473	700473
40	1360	50331	700331	1400	50312	700312

		ROCK ISLAND			ROCK ISLAND
URDX	BLE		URDX	BLE	

1401	50489	700489	1441	50402	700402
1402	50427	700427	1442	50722	700722
1403	50706	700706	1443	50652	700652
1404	50494	700494	1444	50423	700423
1405	50555	700555	1445	50521	700521
1406	50372	700372	1446	50761	700761
1407	50703	700703	1447	50719	700719
1408	50696	700696	1448	50744	700744
1409	50578	700578	1449	50618	700618
1410	50625	700625	1450	50243	700243
1411	50375	700375	1451	50277	700277
1412	50727	700727	1452	50226	700226
1413	50590	700590	1453	50234	700234
1414	50774	700774	1454	50034	700034
1415	50603	700603	1455	50293	700293
1416	50400	700400	1456	50112	700112
1417	50464	700464	1457	50051	700051
1418	50433	700433	1458	50173	700173
1419	50779	700779	1459	50252	700252
1420	50570	700570	1460	50176	700176
1421	50769	700769	1461	50212	700212
1422	50705	700705	1462	50235	700235
1423	50529	700529	1463	50195	700195
1424	50608	700608	1464	50229	700229
1425	50623	700623	1465	50066	700066
1426	50517	700517	1466	50226	700226
1427	50759	700759	1467	50179	700179
1428	50341	700341	1468	50139	700139
1429	50747	700747	1469	50210	700210
1430	50621	700621	1470	50055	700055
1431	50552	700552	1471	50132	700132
1432	50760	700760	1472	50137	700137
1433	50613	700613	1473	50065	700065
1434	50661	700661	1474	50193	700193
1435	50699	700699	1475	50259	700259
1436	50440	700440	1476	50095	700095
1437	50522	700522	1477	50097	700097
1438	50409	700409	1478	50046	700046
1439	50791	700791	1479	50183	700183
1440	50525	700525	1480	50205	700205

URDX B+LE ROCK ISLAND URDX B+LE ROCK ISLAND

1	1481	50257	700257	1521	50114	700114
2	1482	50291	700291	1522	50266	700266
3	1483	50014	700014	1523	50995	700995
4	1484	50286	700286	1524	50206	700206
5	1485	50072	700072	1525	50134	700134
6	1486	50202	700202	1526	50500	700500
7	1487	50265	700265	1527	51148	700148
8	1488	50100	700100	1528	50158	700158
9	1489	50167	700167	1529	50216	700216
10	1490	50042	700042	1530	51061	700061
11	1491	50256	700256	1531	51150	700150
12	1492	50150	700150	1532	51215	700215
13	1493	50073	700073	1533	50364	700364
14	1494	50213	700213	1534	50911	700911
15	1495	50196	700196	1535	51129	700129
16	1496	50097	700097	1536	51269	700269
17	1497	50131	700131	1537	51030	700030
18	1498	50146	700146	1538	51058	700058
19	1499	50130	700130	1539	50090	700090
20	1500	51297	701297	1540	50224	700224
21	1501	50121	700121	1541	50067	700067
22	1502	50160	700160	1542	51176	700176
23	1503	51007	701007	1543	51117	700117
24	1504	50902	700902	1544	50263	700263
25	1505	50875	700875	1545	51099	700099
26	1506	50857	700857	1546	50290	700290
27	1507	50853	700853	1547	50916	700916
28	1508	50245	700245	1548	50930	700930
29	1509	50782	700782	1549	50966	700966
30	1510	51263	701263	1550	51223	700223
31	1511	50952	700952	1551	51056	700056
32	1512	51211	701211	1552	51045	700045
33	1513	50156	700156	1553	50017	700017
34	1514	51187	701187	1554	51295	700295
35	1515	50096	700096	1555	50818	700818
36	1516	50267	700267	1556	51142	700142
37	1517	50264	700264	1557	50106	700106
38	1518	51157	701157	1558	51100	700100
39	1519	50237	700237	1559	51023	700023
40	1520	51044	701044	1560	51050	700050

ROCK ISLAND			ROCK ISLAND		
URDX	B+LE	ISLAND	URDX	B+LE	ISLAND
1561	50802	700202	1601	50993	700993
1562	51264	701264	1602	50993	700993
1563	50806	700806	1603	50559	700559
1564	50997	700997	1604	51147	701147
1565	50251	700251	1605	51073	701073
1566	51292	701292	1606	50075	700075
1567	50084	700084	1607	50936	700936
1568	50069	700069	1608	50855	700855
1569	50275	700275	1609	51189	701189
1570	51246	701246	1610	51049	701049
1571	51268	701268	1611	50239	700239
1572	51124	701124	1612	51225	701225
1573	50655	700655	1613	50872	700872
1574	50869	700869	1614	51036	701036
1575	51239	701239	1615	50223	700223
1576	50208	700208	1616	51190	701190
1577	50923	700923	1617	51174	701174
1578	51027	701027	1618	51011	701011
1579	50054	700054	1619	50927	700927
1580	50736	700736	1620	50973	700973
1581	51214	701214	1621	50856	700856
1582	50835	700835	1622	50956	700956
1583	50094	700094	1623	51332	701332
1584	51074	701074	1624	50025	700025
1585	51125	701125	1625	51153	701153
1586	50232	700232	1626	50115	700115
1587	50962	700962	1627	51197	701197
1588	50125	700125	1628	50088	700088
1589	50273	700273	1629	50914	700914
1590	51213	701213	1630	50128	700128
1591	50118	700118	1631	50034	700034
1592	50199	700199	1632	51022	701022
1593	50058	700058	1633	50909	700909
1594	51191	701191	1634	51241	701241
1595	51000	701000	1635	51265	701265
1596	50249	700249	1636	50009	700009
1597	51219	701219	1637	51169	701169
1598	51185	701185	1638	51128	701128
1599	51194	701194	1639	51076	701076
1600	50047	700047	1640	50977	700977

		ROCK ISLAND		ROCK ISLAND		
URDX	BLE	ISLAND	URDX	BLE	ISLAND	ISLAND

1561	50802	700802	1601	50993	700993	
1562	51264	701264	1602	50083	700883	
1563	50206	700206	1603	50557	700557	
1564	50997	700997	1604	51147	701147	
1565	50251	700251	1605	51073	701073	
1566	51292	701292	1606	50075	700975	
1567	50084	700084	1607	50936	700936	
1568	50069	700069	1608	50855	700955	
1569	50275	700275	1609	51189	701189	
1570	51246	701246	1610	51049	701049	
1571	51248	701248	1611	50239	700239	
1572	51124	701124	1612	51225	701225	
1573	50655	700655	1613	50872	700872	
1574	50219	700219	1614	51036	701036	
1575	51239	701239	1615	50033	700033	
1576	50208	700208	1616	51190	701190	
1577	50723	700723	1617	51174	701174	
1578	51027	701027	1618	51011	701011	
1579	50054	700254	1619	50927	700927	
1580	50836	700836	1620	50973	700973	
1581	51214	701214	1621	50856	700856	
1582	50835	700835	1622	50956	700956	
1583	50094	700094	1623	51282	701282	
1584	51074	701074	1624	50025	700025	
1585	51125	701125	1625	51153	701153	
1586	50232	700232	1626	50115	700115	
1587	50962	700962	1627	51197	701197	
1588			1628	50088	700088	
1589	50273	700273	1629	50914	700914	
1590	51213	701213	1630	50128	700128	
1591	50118	700118	1631	50034	700034	
1592	50199	700199	1632	51002	701002	
1593	50058	700058	1633	50909	700909	
1594	51191	701191	1634	51241	701241	
1595	51000	701000	1635	51265	701265	
1596	50249	700249	1636	50009	700009	
1597	51219	701219				
1598	51125	701125	1638	51128	701128	
1599	51194	701194	1639	51073	701073	
1600	50047	700047	1640	50977	700977	

	ROCK ISLAND			ROCK ISLAND		
	URDX	B+LE	ISLAND	URDX	B+LE	ISLAND
1	1641	50949	700949	1681	50905	700905
2	1642	50920	700920	1682	51116	701116
3	1643	50811	700811	1683	50098	700098
4	1644	50175	700175	1684	51165	701165
5	1645	50346	700346	1685	50004	700004
6	1646	50953	700953	1686	50297	700297
7	1647	50086	700086	1687	50021	700021
8	1648	51210	701210	1688	51112	701112
9	1649	51079	701079	1689	51132	701132
10	1650	51046	701046	1690	50239	700239
11	1651	50292	700292	1691	51155	701155
12	1652	50933	700933	1692	50180	700180
13	1653	50053	700053	1693	50201	700201
14	1654	51070	701070	1694	51130	701130
15	1655	50194	700194	1695	51207	701207
16	1656	50184	700184	1696	50922	700922
17	1657	50844	700844	1697	51180	701180
18	1658	50341	700341	1698	50127	700127
19	1659	50816	700816	1699	50013	700013
20	1660	51143	701143	1700	50322	700322
21	1661	50257	700257	1701	51236	701236
22	1662	51166	701166	1702	50122	700122
23	1663	50990	700990	1703	50917	700917
24	1664	50315	700315	1704	50820	700820
25	1665	51200	701200	1705	50001	700001
26	1666	50295	700295	1706	51098	701098
27	1667	50936	700936	1707	50153	700153
28	1668	51119	701119	1708	51021	701021
29	1669	50220	700220	1709	50712	700712
30	1670	50197	700197	1710	50345	700345
31	1671	50803	700803	1711	51014	701014
32	1672	51094	701094	1712	50148	700148
33	1673	51035	701035	1713	50272	700272
34	1674	50147	700147	1714	50999	700999
35	1675	50974	700974	1715	51107	701107
36	1676	50229	700229	1716	51231	701231
37	1677	50006	700006	1717	51229	701229
38	1678	51296	701296	1718	50135	700135
39	1679	50224	700224	1719	50126	700126
40	1680	50812	700812	1720	50192	700192

ROCK ISLAND			ROCK ISLAND		
URDX	B+LE		URDX	B+LE	
1721	50394	700394	1761	50163	700163
1722	50924	700924	1762	51196	701196
1723	50854	700854	1763	50946	700946
1724	50948	700948	1764	50828	700828
1725	51022	701022	1765	51051	701051
1726	51168	701168	1766	50900	700900
1727	50961	700961	1767	51104	701104
1728	50018	700018	1768	51109	701109
1729	50246	700246	1769	51120	701120
1730	50142	700142	1770	51097	701097
1731	50832	700832	1771	50271	700271
1732	51009	701009	1772	50301	700301
1733	51208	701208	1773	51227	701227
1734	50970	700970	1774	50918	700918
1735	50955	700955	1775	50197	700197
1736	50038	700038	1776	50209	700209
1737	50931	700931	1777	51160	701160
1738	50030	700030	1778	51133	701133
1739	50912	700912	1779	50940	700940
1740	51053	701053	1780	50895	700895
1741	50943	700943	1781	51231	701231
1742	50227	700227	1782	50105	700105
1743	51131	701131	1783	50959	700959
1744	50932	700932	1784	51152	701152
1745	51025	701025	1785	50260	700260
1746	51173	701173	1786	51252	701252
1747	51121	701121	1787	50133	700133
1748	50215	700215	1788	51114	701114
1749	51240	701240	1789	50136	700136
1750	50945	700945	1790	51072	701072
1751	50280	700280	1791	51273	701273
1752	50983	700983	1792	50299	700299
1753	50039	700039	1793	51177	701177
1754	50881	700881	1794	50847	700847
1755	51081	701081	1795	51193	701193
1756	51212	701212			
1757	51038	701038			
1758	51253	701253			
1759	51071	701071			
1760	51202	701202			

EXHIBIT C

VALUE OF CAR

\$93,900

PAYMENT NUMBER	RENT PAYMENT DUE DATE	CASUALTY VALUE
1	DEC 31, 1984	0.867631
2	MAR 31, 1985	0.865851
3	JUN 30, 1985	0.852535
4	SEP 30, 1985	0.850519
5	DEC 31, 1985	0.834815
6	MAR 31, 1986	0.832683
7	JUN 30, 1986	0.764707
8	SEP 30, 1986	0.762458
9	DEC 31, 1986	0.722803
10	MAR 31, 1987	0.720444
11	JUN 30, 1987	0.696675
12	SEP 30, 1987	0.694209
13	DEC 31, 1987	0.669221
14	MAR 31, 1988	0.666648
15	JUN 30, 1988	0.640544
16	SEP 30, 1988	0.637874
17	DEC 31, 1988	0.610553
18	MAR 31, 1989	0.607782
19	JUN 30, 1989	0.579227
20	SEP 30, 1989	0.576370
21	DEC 31, 1989	0.546470
22	MAR 31, 1990	0.543517
23	JUN 30, 1990	0.512248
24	SEP 30, 1990	0.509222
25	DEC 31, 1990	0.476850
26	MAR 31, 1991	0.473735
27	JUN 30, 1991	0.440786
28	SEP 30, 1991	0.437609
29	DEC 31, 1991	0.404386
30	MAR 31, 1992	0.401120
31	JUN 30, 1992	0.368113
32	SEP 30, 1992	0.364943

