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RECORDATION NO. 15087-F Filed & Recorded

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No. 6-346A047

Date DEC 12 1986

Fee \$ 10.00

ICC Washington, D.C.

470.00 filing fee

December 11, 1986

Amended and Restated Participation Agreement
and Amendment (Participation Agreement No. 1)
Dated as of November 15, 1986
Amending Conditional Sale Agreement Filed Under
Recordation No. 15087, Lease of Railroad Equipment
Filed Under Recordation No. 15087-B,
Bailment Agreement Filed under Recordation No. 15087-D and
Assignment of Power Purchase Agreement Filed Under
Recordation No. 15087-E

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Oakway, Inc. for filing and recordation counterparts of the following document:

Amended and Restated Participation Agreement and Amendment (Participation Agreement No. 1) ("Amendment"), dated as of November 15, 1986, among Oakway, Inc., as Lessee, The Connecticut Bank and Trust Company, National Association, as Agent, Chemical Bank, as Owner, The Connecticut National Bank, as Trustee, General Motors Corporation (Electro-Motive Division), as Maintenance Contractor, and the parties named in Appendix I thereto, as Investors.

The Amendment amends a Conditional Sale Agreement, Lease of Railroad Equipment, Bailment Agreement and Assignment of Power Purchase Agreement, dated as of October 15, 1986, previously filed and recorded with the Interstate Commerce Commission on October 28, 1986, at 3:05 p.m., Recordation Number 15087.

This one is 15087-F
Country Club

The amendments to the aforementioned documents are set forth on pages 40 through 42 of the Amendment. The enclosed counterparts are signed and acknowledged by each of the present parties in interest to the documents. The other signature lines which appear in the enclosed counterparts are not relevant for this purpose since they apply only to the Amended and Restated Participation Agreement which is not a document on file with the Commission.

Please file and record the Amendment submitted with this letter and assign it Recordation Number 15087-F.

Enclosed is a check for \$10.00 payable to the Interstate Commerce Commission for the recordation fee for the Amendment.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423.

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

12/12/86

OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

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 12/12/86 at 4:05pm, and assigned re-
recording number(s). 15087-F

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

15087-F
RECORDATION NO. 15087 F Filed & Recorded

~~DEC 12 1986 4:05 PM~~

[CS&M Ref. 2046-384]

INTERSTATE COMMERCE COMMISSION

AMENDED AND RESTATED PARTICIPATION AGREEMENT AND AMENDMENT
(PARTICIPATION AGREEMENT NO. 1)

Among

OAKWAY, INC.,
as Lessee,

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION,
as Agent,

CHEMICAL BANK,
as Owner,

THE CONNECTICUT NATIONAL BANK,
as Trustee,

GENERAL MOTORS CORPORATION
(Electro-Motive Division),
as Maintenance Contractor,

and

THE PARTIES NAMED IN APPENDIX I HERETO,
as Investors.

Dated as of November 15, 1986

[Covering 50 SD-60 GMC-EMD Diesel-Electric Locomotives]
9-3/8% Conditional Sale Indebtedness due December 31, 2000

Participation Agreement

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* This Table of Contents is included in this document for convenience only and does not form a part of or affect any construction or interpretation of this document.

AMENDED AND RESTATED PARTICIPATION AGREEMENT AND AMENDMENT ("Agreement") dated as of November 15, 1986, among OAKWAY, INC., a New Jersey corporation ("Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association ("Agent"), CHEMICAL BANK, a New York banking corporation ("Owner"), THE CONNECTICUT NATIONAL BANK, a national banking association, not individually but solely in its capacity as trustee ("Trustee"), under a Trust Agreement dated as of October 15, 1986, with the Owner ("Trust Agreement"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION), a Delaware corporation ("Maintenance Contractor"), and THE PARTIES NAMED IN APPENDIX I HERETO (together with their successors and assigns, collectively "INVESTORS").

WHEREAS the parties hereto entered into a Participation Agreement dated as of October 15, 1986 ("Participation Agreement"), providing for the leveraged lease financing of the units of railroad equipment described in Annex B to the CSA (as hereinafter defined) ("Equipment");

WHEREAS the Owner pursuant to the Trust Agreement has authorized and directed the Trustee to purchase certain units of railroad equipment from General Motors Corporation (Electro-Motive Division) ("Builder") pursuant to a Conditional Sale Agreement dated as of October 15, 1986 ("CSA"); and the Builder will retain a security interest in the units of Equipment described in Annex B to the CSA constructed, sold and delivered by it pursuant to the CSA until the Trustee fulfills its obligations under the CSA;

WHEREAS the Lessee will lease from the Trustee certain units of the Equipment delivered and accepted under the CSA, pursuant to a Lease of Railroad Equipment ("Lease") dated as of October 15, 1986;

WHEREAS the Investors will furnish 70.38504% of the cost of the Equipment by investing in the CSA Indebtedness (as defined in Paragraph 4.3(b) of the CSA) and the Owner will furnish the balance of the cost of the Equipment by making funds available to the Trustee under the Trust Agreement;

WHEREAS Burlington Northern Railroad Company, a Delaware corporation ("Power Purchaser"), the Maintenance Contractor and the Lessee have agreed to indemnify the Owner pursuant to an Indemnity Agreement dated as of October 15, 1986 ("Indemnity Agreement") among the Lessee, the Power Purchaser, the Maintenance Contractor and the Owner, against certain losses, liabilities or expenses incurred or suffered by the Owner;

WHEREAS the security interest of the Builder in the Equipment has been assigned to the Agent acting on behalf of the Investors, pursuant to an Agreement and Assignment dated as of October 15, 1986 ("CSA Assignment") and the Lease has been assigned to the Agent pursuant to an Assignment of Lease and Agreement dated as of October 15, 1986 ("Lease Assignment") until the Trustee fulfills all its obligations under the CSA; and the Lessee has acknowledged and consented thereto pursuant to the Consent and Agreement dated as of October 15, 1986 ("Lessee Consent");

WHEREAS the Equipment will be made available by the Lessee to the Power Purchaser pursuant to an Electrical Power Purchase Agreement between the Lessee and the Power Purchaser dated as of October 15, 1986 ("Electrical Power Agreement");

WHEREAS the Electrical Power Agreement has been assigned to the Agent and to the Trustee pursuant to an Assignment of Electrical Power Agreement dated as of October 15, 1986 ("Power Agreement Assignment") and the Power Purchaser has acknowledged and consented thereto pursuant to a Consent and Agreement dated as of October 15, 1986 ("Power Purchaser Consent");

WHEREAS the Equipment will be maintained and repaired pursuant to a Maintenance Agreement dated as of October 15, 1986 ("Maintenance Agreement");

WHEREAS the Maintenance Agreement has been assigned to the Agent and to the Trustee pursuant to an Assignment of Maintenance Agreement dated as of October 15, 1986 ("Maintenance Agreement Assignment") and the Maintenance Contractor has consented thereto pursuant to the Consent and Agreement dated as of October 15, 1986 ("Maintenance Contractor Consent");

WHEREAS the Lessee and the Power Purchaser have entered into a Bailment Agreement dated as of October 15, 1986 ("Bailment Agreement");

WHEREAS the CSA, the CSA Assignment, the Lease, the Lease Assignment, the Bailment Agreement and the Power Agreement Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 28, 1986 at 3:05 p.m., Recordation Nos. 15087, 15087-A, 15087-B, 15087-C, 15087-D, and 15087-E, respectively; and

WHEREAS, in accordance with Paragraph 22 of Participation Agreement, the parties hereto desire to amend the Participation Agreement and its related documents to reduce the number of units of Equipment to be financed hereby in this transaction ("Transaction No. 1") from 100 to 50 and the parties hereto are concurrently entering into documents substantially similar to this Agreement and its related documents to finance the purchase and lease of the other 50 units of Equipment, and for convenience of reference, the documents in that transaction ("Transaction No. 2") are hereinafter called "Participation Agreement No. 2", "CSA No. 2", "Lease No. 2", "CSA Assignment No. 2", "Lease Assignment No. 2", "Lessee Consent No. 2", "Trust Agreement No. 2", "Indemnity Agreement No. 2", "Power Agreement Assignment No. 2", "Power Purchaser Consent No. 2", "Maintenance Agreement Assignment No. 2", "Maintenance Contractor Consent No. 2" and "Bailment Agreement No. 2", respectively, and each of said documents is dated as of the date hereof and the parties thereto are the same parties to the corresponding documents in this Transaction No. 1 and the date by which said documents shall have been fully executed and delivered and the First Delivery Date thereunder shall have occurred is hereafter called the "Effective Date". If for any reason such First Delivery Date does not take place under the documentation for Transaction No. 2 on or before December 29, 1986, this Amended and Restated Participation Agreement and Amendment shall not be operative and all provisions of the Participation Agreement dated as of October 15, 1986, and all the related documentation shall remain in full force and effect as to all 100 Units of Equipment. Although the Trustee in Transaction No. 1 and Transaction No. 2 is the same financial institution, it is anticipated that it will act for different beneficiaries in Transaction No. 1 and Transaction No. 2, and, accordingly, for convenience of reference, the Trustee in this Transaction No. 1 may sometimes be referred to as "Trustee No. 1" and the Trustee under Transaction No. 2 may sometimes be referred to as "Trustee No. 2".

NOW, THEREFORE, in consideration of the agreements and the covenants hereinafter contained, the parties hereto hereby agree as of the Effective Date as follows:

1. Amendment of Documents. The Participation Agreement is hereby as of the Effective Date amended and restated as set forth herein, and the CSA, the Lease, the CSA Assignment, the Lease Assignment, the Lessee Consent, the Trust Agreement, the Indemnity Agreement, the Power Agreement Assignment, the Power Purchaser Consent, the Maintenance Agreement Assignment, the Maintenance Contractor Consent and the Bailment Agreement are hereby amended as of the Effective Date as set forth in Paragraph 22 hereof.

2. Deposits by Investors, etc. Each Investor will pay to the Agent, in immediately available funds, not later than 11:00 a.m., Hartford time, on the date or dates set forth opposite such Investor's name in Appendix I hereto ("Deposit Dates"), the amount of the deposit required to be deposited by such Investor on each such Deposit Date. The Agent will give to each Investor notice, by telephone confirmed in writing, of the amount to be deposited by such Investor on each Deposit Date at least 5 business days prior to such Deposit Date, but the aggregate amount of all such deposits for each Investor shall not exceed the commitment specified for such Investor opposite its name in Appendix I ("Commitment"). Each such Deposit Date may be moved forward or delayed by no more than four weeks by the Lessee giving written notice to the Agent and such Investor not later than 10 days prior to the earlier of (i) such scheduled Deposit Date or (ii) the Deposit Date to which the change is to be made; provided, however, that a Deposit Date may not be scheduled prior to October 30, 1986, and a Deposit Date may not be rescheduled in conflict with the footnotes set forth in Appendix I hereto.

All deposits to be made hereunder by the Investors with the Agent shall be wired to The Connecticut Bank and Trust Company, Hartford, Connecticut, for credit to its Corporate Trust Department Account No. 000-089-2 with advice that the deposit is "Re: OAK No. 1".

Upon payment to the Agent of the amount required to be paid by the Investor pursuant to this Paragraph 2 on a Deposit Date, the Agent will execute and deliver to such Investor (or, upon the written request of such Investor, to the nominee or nominees of such Investor), a certificate or certificates of interest with respect to such payment, substantially in the form annexed hereto as Annex A hereto,

containing the appropriate information and dated such Deposit Date.

The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and any other day on which banking institutions in Hartford, Connecticut, New York, New York, or Seattle, Washington, are authorized or obligated to remain closed.

So long as, to the actual knowledge of the Agent, the Lessee is not in default under this Agreement and no event of default or event which with lapse of time and/or notice provided for in the CSA could constitute an event of default under the CSA shall have occurred and be continuing (any such default, event of default or event being herein-after called a "Default"), the Agent will, upon the written direction of the Maintenance Contractor, invest and reinvest (whether through outright purchase or repurchase agreements with the Agent taking physical possession of the securities) the moneys deposited with it pursuant to this Paragraph 2 in (i) bonds or other obligations which as to principal and interest constitute direct obligations of the United States of America or are issued or guaranteed by any person controlled or supervised by and acting as an instrumentality of the United States pursuant to authority granted by the Congress of the United States and for which the full faith and credit of the United States Government is pledged to provide for the payment of principal and interest, (ii) certificates of deposit issued by or bankers' acceptances drawn on and accepted by commercial banks which are members of the Federal reserve system with capital and surplus aggregating at least \$50,000,000 and which at the time of such investment have, or whose parent companies have, outstanding publicly held senior debt securities rated A or better by a nationally recognized rating service, (iii) obligations issued or guaranteed by any state of the United States or the District of Columbia rated AA or better by a nationally recognized rating service, (iv) finance company paper or commercial paper rated A-1 or P-1 by Standard & Poor's Corporation or Moody's Investors Service, Inc., respectively, except such paper of the Lessee or the Owner or any "related person" of the Lessee or the Owner as that term is defined by Section 103(b)(6)(C) of the Internal Revenue Code, and except such paper of any person which is not incorporated in the United States, or (v) repurchase agreements fully secured by any one or more of the obligations referred to in clause (i) above, in each case of clauses (i) through (v), maturing in not more than 90 days from the date of such investment (but not later than January 30, 1987)

(such investments being hereinafter called "Investments"). Upon any sale or payment at maturity of any Investment, the proceeds thereof, plus any interest received by the Agent thereon, shall be held by the Agent for application pursuant to Paragraph 11 hereof. If such proceeds (plus such interest) shall be less than the cost (including accrued interest) of such Investment, the Maintenance Contractor will pay to the Agent an amount equal to such deficiency ("Investment Deficiency") on or before the date the Agent shall be required to pay such amount or any portion thereof to the Builder or the Investors pursuant to Paragraph 11 hereof. Any payment in respect to such Investment Deficiency shall be held and applied by the Agent in like manner as the proceeds of the sale of Investments.

As soon as practicable after delivery to each Investor of the certificate or certificates of interest, the Agent will also deliver to such Investor a schedule of payments reflecting the dates and amounts of principal and interest payments to be made in respect of such certificate. Each Investor simultaneously with the final payment to it of all amounts payable in respect of such certificate, will surrender such certificate to the Agent.

Pursuant to the CSA Assignment the Agent will acquire from the Builder all its right, security title and interest under the CSA, except as specifically excepted by the CSA Assignment. Pursuant to the Lease Assignment the Agent will acquire for security purposes the rights of the Trustee in, to and under the Lease, except as specifically excepted by the Lease Assignment. Pursuant to the Power Agreement Assignment the Agent and the Trustee will acquire from the Lessee all the rights of the Lessee in, to and under the Electrical Power Agreement, except as specifically excepted by the Power Agreement Assignment. Pursuant to the Maintenance Agreement Assignment the Agent and the Trustee will acquire from the Lessee all the rights of the Lessee in, to and under the Maintenance Agreement, except as specifically excepted by the Maintenance Agreement Assignment.

The Agent will not enter into or consent to any modification or supplement to, or waiver with respect to, this Agreement or any of the related documents which could adversely affect the interests of the Investors without the prior written approval of the Investors, it being agreed that changes in the provisions of the documents which are not, directly or indirectly, intended or necessary to satisfy the obligations of the Trustee under the CSA shall

not be deemed to adversely affect the interests of the Investors.

The Agent will hold the moneys deposited with it pursuant hereto and the rights under the CSA acquired under the CSA Assignment, security title to the Equipment following its delivery and acceptance thereunder, as provided in the CSA Assignment and the CSA, the security interest in the Lease and any payments received by it pursuant to the Lease, and the security interests in the Electrical Power Agreement and the Maintenance Agreement and any payments received under them and the Power Purchaser Consent, in trust for the benefit of the Investors. It is expressly understood and agreed that the obligations of the Agent hereunder as such title holder and with respect to the payments to the Investors to be made by the Agent are only those expressly set forth herein.

3. Representations, Warranties and Covenants of the Lessee. The Lessee represents, warrants and covenants to each of the other parties hereto as follows:

(a) The Lessee is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation.

(b) The Lessee has corporate power and authority and legal right to carry on its business as now conducted, and is duly authorized and empowered to execute and deliver this Agreement, the Lease, the Lessee Consent, the Indemnity Agreement, the Electrical Power Agreement, the Power Agreement Assignment, the Maintenance Agreement, the Maintenance Agreement Assignment and the Bailment Agreement ("Lessee Documents") and to fulfill and comply with the terms, conditions and provisions thereof; the Lessee Documents have been duly authorized, executed and delivered by the Lessee, and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute legal, valid and binding agreements, enforceable against the Lessee in accordance with their terms.

(c) There are no actions, suits or proceedings, whether or not purportedly on behalf of the Lessee, pending or (to the knowledge of the Lessee) threatened against or affecting the Lessee or any property rights

of the Lessee at law or in equity, or before any commission or other administrative agency, which, if determined adversely to the Lessee, would materially and adversely affect the condition, financial or otherwise, of the Lessee or its ability to perform its obligations under the Lessee Documents; and the Lessee is not in default with respect to any order or decree of which it has knowledge of any court or governmental commission, agency or instrumentality which would materially and adversely affect the condition, financial or otherwise, of the Lessee.

(d) Neither the execution and delivery of the Lessee Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of the charter or by-laws of the Lessee or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is a party or by which it or its property may be bound, or constitute (with or without the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon any property of the Lessee or upon the Equipment pursuant to the terms of any such agreement or instrument, other than any encumbrance on the leasehold estate of the Lessee which is subject and subordinate to the interests of the Trustee and the Agent. The Lessee is not in default, and no event has occurred which, with the giving of notice or lapse of time or both would be a default, under any of the terms, conditions or provisions of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is a party or by which it or its property may be bound which would materially and adversely affect the Lessee's ability to perform its obligations under the Lessee Documents.

(e) Neither the execution and delivery by the Lessee of the Lessee Documents nor the consummation of the transactions by the Lessee therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof by the Lessee will conflict with, or result in a breach of, any of the terms, conditions or provisions of any law, or any regulation, order,

injunction or decree of any court or governmental instrumentality.

(f) On or before the First Delivery Date, the CSA, the CSA Assignment, the Lease, the Lease Assignment, the Bailment Agreement and the Power Agreement Assignment will have been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and, except for the Power Agreement Assignment, will have been deposited with the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada and provision will have been made for publication of notice of such deposit in The Canada Gazette in accordance with said Section 86 and such filing will protect the Agent's and the Trustee's interests in and to the Lease and in and to the Equipment and no other filing, recording or deposit (or giving of notice) with any other Federal, state or local government is necessary in order to protect the interests of the Agent or the Trustee under the CSA or the Lease in and to the Equipment in the United States of America. On or before the First Delivery Date, appropriate financing statements will have been filed in the State of New Jersey and no other filing, recording or deposit (or giving of notice) (except for continuation statements) with any other Federal, state or local government or agency thereof is necessary in order to protect the rights of the Agent and the Trustee under the Power Agreement Assignment and the Maintenance Agreement Assignment in any State of the United States of America or the District of Columbia. The principal place of business of the Lessee is as set forth in Paragraph 15 hereof, and the Lessee covenants that it will not change its principal place of business without prior written notice to the Agent and the Owner.

(g) The Lessee is not entering into this Agreement or the Lease, or any other transaction contemplated thereby, directly or indirectly in connection with any arrangement or understanding by it in any way involving any employee benefit plan (other than a governmental plan) with respect to which it, the Owner, the Power Purchaser, the Builder, any Investor or the Trustee in its individual capacity is a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA"). The Lessee covenants that it will not sublease the Equipment subject to the Lease, or otherwise make the Equipment available, to any person which is at the time

a party in interest with respect to any employee benefit plan the assets of which were used by the Owner or any Investor in making its investment pursuant to this Agreement, all within the meaning of ERISA.

(h) No authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia or of Canada or any Province thereof is necessary in connection with the execution, delivery and performance of the Lessee Documents by the Lessee.

(i) The Lessee has not directly or indirectly offered or sold any of the CSA Indebtedness to, solicited offers to buy any of the CSA Indebtedness from, or otherwise approached or negotiated in respect of the purchase or sale or other disposition of any of the CSA Indebtedness with, any person so as to require registration of the sale of the CSA Indebtedness in accordance with the provisions of the Securities Act of 1933, as amended, or to require the qualification of the CSA or any other instrument or agreement contemplated hereby or thereby under the Trust Indenture Act of 1939. The Lessee will not offer any CSA Indebtedness to, or solicit any offer to buy any thereof from, any other person or approach or negotiate with any other person in respect thereof, so as to require registration of the sale of the CSA Indebtedness in accordance with the provisions of said Securities Act.

(j) The Lessee has filed all Federal tax returns which are required to be filed and the Lessee has filed all foreign, state and local tax returns which (to its knowledge) are required to be filed and has paid or made provision for the payment of, all taxes which have or may become due pursuant to said returns or pursuant to any assessment received by it, other than taxes which are being contested in good faith.

(k) The Lessee has not engaged in any business other than the transactions contemplated by this Agreement. The Lessee will not engage in any business other than the transactions contemplated hereby, incur liens, borrowed money debt or lease obligations or consolidate with or merge into any other corporation until the Lessee shall have been released and discharged from all

its obligations under the Electrical Power Agreement and the Lease and until the CSA is fully discharged.

(l) The Lessee has furnished to the Owner and each Investor a balance sheet of the Lessee as of October 27, 1986. Such balance sheet is in accordance with the books and records of the Lessee and has been prepared in accordance with generally accepted accounting principles. Such balance sheet presents fairly the financial condition of the Lessee at such date; and from the date of such balance sheet there has not been any material adverse change in the business or financial condition of the Lessee.

(m) The Equipment is intended for a use related to interstate commerce within the meaning of 49 U.S.C. § 11303.

4. Representations and Warranties of the Owner.
The Owner represents and warrants to each of the other parties hereto as follows:

(a) The Owner is a banking corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation.

(b) The Owner has the power and authority and legal right to carry on its business as now conducted and is duly authorized and empowered to execute and deliver this Agreement, the Indemnity Agreement, the Trust Agreement and the Power Purchaser Consent ("Owner Documents") and to fulfill and comply with the terms, conditions and provisions hereof and thereof.

(c) The Owner Documents have been duly authorized, executed and delivered by the Owner and assuming due authorization, execution and delivery by the other parties thereto, are legal, valid and binding instruments, enforceable against the Owner in accordance with their terms.

(d) Neither the execution and delivery of the Owner Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with or result in a breach of, any of the

terms, conditions or provisions of the charter or by-laws of the Owner or of any bond, debenture, note, mortgage, indenture, agreement or other instrument pursuant to which indebtedness for money borrowed has been incurred to which the Owner is a party or by which it or its property may be bound, or constitute (with or without the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon the Equipment pursuant to the terms of any such agreement or instrument. The Owner is not in default, and no event has occurred which, with the giving of notice or lapse of time or both would be a default, under any of the terms, conditions or provisions of any such bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Owner is a party or by which it or its property may be bound which would materially and adversely affect its ability to perform its obligations under the Owner Documents.

(e) Neither the execution and delivery by the Owner of the Owner Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of any law, or any regulation, order, injunction or decree of any court or governmental instrumentality binding upon the Owner or its property.

(f) No authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to its knowledge, necessary in connection with the execution, delivery and performance by the Owner of the Owner Documents.

(g) There are no actions, suits or proceedings, whether or not purportedly on behalf of the Owner, pending or (to the knowledge of the Owner) threatened against or affecting the Owner or any property rights of the Owner at law or in equity, or before any commission or other administrative agency, which, if determined adversely to the Owner, would materially and adversely affect the condition, financial or otherwise, of the Owner or its ability to perform its obligations under the Owner Documents.

(h) The Owner is making its investment in the Equipment (pursuant to the Trust Agreement and this Agreement) with its general assets, and not directly or indirectly with the assets of, or in connection with any arrangement or understanding by it in any way involving, any employee benefit plan (other than a governmental plan), all within the meaning of ERISA. The Owner covenants that it will not transfer its interest acquired pursuant to this Agreement (and the Trust Agreement) directly or indirectly to, or in connection with any arrangement or understanding by it in any way involving, any employee benefit plan with respect to which the Lessee, the Owner, the Power Purchaser, the Builder, any Investor or the Trustee in its individual capacity is at the time a party in interest, all within the meaning of ERISA.

5. Representations and Warranties of the Investors. Each Investor represents to each of the other parties hereto as follows:

(a) Such Investor is acquiring its interest in the aggregate CSA Indebtedness for its own account for investment and not with a view to, or for sale in connection with, the distribution of the same, nor with any present intention of distributing or selling the same; provided, however, that the disposition of its property shall at all times be within its control.

(b) Such Investor represents that it has full power and authority to execute and deliver this Agreement and to carry out its terms.

(c) Such Investor further represents that:

(i) no part of its acquisition of CSA Indebtedness hereunder will be made out of the assets of any separate account maintained by it in which any employee benefit plan which is subject to Part 4 of Subtitle B of Title I of ERISA has any interest; or

(ii) if any part of its acquisition of CSA Indebtedness hereunder may be made out of any such separate account, (A) such separate account is a "guaranteed contract separate account" entitled to the exemption granted by Prohibited Transaction Class Exemption 81-82 issued on September 18, 1981 by the United States Department of Labor; (B) such

separate account is an insurance company pooled separate account entitled to the exemption granted by Prohibited Transaction Class Exemption 78-19, issued December 14, 1978; (C) such separate account is an "investment fund" and it is a "qualified plan asset manager" or "QPAM" as defined in Part V of Prohibited Transaction Class Exemption 84-14, issued March 13, 1984 (PTE 84-14), with respect to the plans identified in writing by it, and provided that no other party to the transaction and no "affiliate" of any such other party (as defined in Part V(c) of PTE 84-14) has at this time, and during the immediately preceding one year has not exercised, the authority to appoint or terminate it as manager of such plan's assets or to negotiate the terms of its management agreement on behalf of any such plan, and the other conditions of PTE 84-14 are satisfied; or (D) it has otherwise identified in writing the plans whose assets are invested in such separate account; or

(iii) its acquisition of CSA Indebtedness hereunder will be made solely out of the assets of a government plan within the meaning of ERISA.

Each Investor hereby agrees that any transfer of all or any part of its interest in the CSA Indebtedness shall be upon the express condition that the transferee thereof shall be bound by the terms of this Agreement. Prior to any such transfer, such Investor shall notify the Agent in writing thereof; and the Agent shall cause to be prepared and delivered to such Investor an appropriate agreement, to be entered into among such Investor, such transferee and the Agent, evidencing such transfer upon the terms hereof. Any such transfer shall be subject to the terms of Paragraph 20 hereof.

6. Representations and Warranties of the Trustee.
The Trustee represents and warrants to each of the other parties hereto as follows:

(a) The Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States.

(b) The Trustee has the corporate power and authority and legal right under Connecticut and Federal law governing banking and trust powers to carry on its

business as now conducted and is duly authorized and empowered under such laws to execute and deliver the Trust Agreement and, acting pursuant thereto, this Agreement, the CSA, the Lease, the Lease Assignment, the Acknowledgment of Notice of Assignment, the Power Agreement Assignment, the Maintenance Agreement Assignment, the Power Purchaser Consent and the Maintenance Contractor Consent ("Trustee Documents") and to fulfill and comply with the terms, conditions and provisions thereof.

(c) The Trustee Documents have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the other parties thereto, are legal, valid and binding instruments of the Trustee, enforceable against the Trustee in accordance with their terms.

(d) The Trustee is not entering into this Agreement, or any other transaction contemplated hereby, directly or indirectly in connection with any arrangement by it in any way involving any employee benefit plan (other than a governmental plan) with respect to which the Trustee in its individual capacity, or to its knowledge, the Owner, the Power Purchaser, the Builder, any Investor or the Lessee is a party in interest, all within the meaning of ERISA.

7. Representations and Warranties of the Maintenance Contractor. The Maintenance Contractor represents and warrants to each of the other parties hereto as follows:

(a) The Maintenance Contractor is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation.

(b) The Maintenance Contractor has the power and authority and legal right to carry on its business as now conducted and is duly authorized and empowered to execute and deliver this Agreement, the Indemnity Agreement, the Maintenance Agreement and the Maintenance Contractor Consent ("Maintenance Contractor Documents") and to fulfill and comply with the terms, conditions and provisions hereof and thereof.

(c) The Maintenance Contractor Documents have been duly authorized, executed and delivered by the Maintenance Contractor and assuming due authorization,

execution and delivery by the other parties thereto, are legal, valid and binding instruments, enforceable against the Maintenance Contractor in accordance with their terms.

(d) Neither the execution and delivery of the Maintenance Contractor Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with or result in a breach of, any of the terms, conditions or provisions of the charter or by-laws of the Maintenance Contractor or of any bond, debenture, note, mortgage, indenture, agreement or other instrument pursuant to which indebtedness for money borrowed has been incurred to which the Maintenance Contractor is a party or by which it or its property may be bound, or constitute (with or without the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon the Equipment pursuant to the terms of any such agreement or instrument. The Maintenance Contractor is not in default, and no event has occurred which, with the giving of notice or lapse of time or both would be a default, under any of the terms, conditions or provisions of any such bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Maintenance Contractor is a party or by which it or its property may be bound which would materially and adversely affect its ability to perform its obligations under the Maintenance Contractor Documents.

(e) Neither the execution and delivery by the Maintenance Contractor of the Maintenance Contractor Documents nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of any law, or any regulation, order, injunction or decree of any court or governmental instrumentality binding upon the Maintenance Contractor or its property.

(f) No authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to its knowledge, necessary in connection with the execution, delivery and performance

by the Maintenance Contractor of the Maintenance Contractor Documents.

(g) There are no actions, suits or proceedings, whether or not purportedly on behalf of the Maintenance Contractor, pending or (to the knowledge of the Maintenance Contractor) threatened against or affecting the Maintenance Contractor or any property rights of the Maintenance Contractor at law or in equity, or before any commission or other administrative agency, which, if determined adversely to the Maintenance Contractor, would materially and adversely affect the condition, financial or otherwise, of the Maintenance Contractor or its ability to perform its obligations under the Maintenance Contractor Documents.

8. Representations and Warranties of the Agent.

The Agent represents and warrants to each of the other parties hereto as follows:

(a) The Agent is a national banking association duly organized, validly existing and in good standing under the laws of the United States.

(b) The Agent has the corporate power and authority and legal right under Connecticut and Federal law to carry on its business as now conducted and is duly authorized and empowered under such laws to execute and deliver this Agreement, the CSA Assignment, the Lease Assignment, the Power Agreement Assignment, the Maintenance Agreement Assignment, the Power Purchaser Consent and the Maintenance Contractor Consent ("Agent Documents") and to fulfill and comply with the terms, conditions and provisions thereof.

(c) The Agent Documents have been duly authorized, executed and delivered by the Agent and, assuming due authorization, execution and delivery thereof by the other parties thereto, are legal, valid and binding instruments of the Agent, enforceable against the Agent in accordance with their terms.

(d) The Agent is not entering into this Agreement, or any other transaction contemplated hereby, directly or indirectly in connection with any arrangement by it in any way involving any employee benefit plan (other than a governmental plan) with respect to which the Agent in its individual capacity, or to its knowledge, the Owner, the Power Purchaser, the Builder,

any Investor or the Lessee is a party in interest, all within the meaning of ERISA.

9. (i)* Conditions Precedent to Obligations of Agent and Investors. The obligation of the Agent to make payment to the Builder on any Closing Date (as defined in paragraph 4.2 of the CSA) pursuant to the CSA Assignment shall be subject to the conditions precedent to the Trustee's obligation to purchase and pay for the Equipment as provided in Paragraph 10 hereof having been satisfied or waived and to the receipt by the Investors and by special counsel for the Agent and the Investors, on or prior to the date of the delivery of the first unit of Equipment under the CSA ("First Delivery Date") of the following documents, dated (except in the case of the certificates referred to in subparagraph (j) below) on or not more than 10 days prior to the First Delivery Date:

(a) An opinion of Cravath, Swaine & Moore, special counsel for the Investors and the Agent, to the effect that

(i) this Agreement, assuming due authorization, execution and delivery by the Investors, has been duly authorized, executed and delivered and is a legal, valid and binding instrument;

(ii) the CSA, the Lease, the Electrical Power Agreement and the Maintenance Agreement have been duly authorized, executed and delivered and are legal, valid and binding instruments, enforceable in accordance with their terms;

(iii) the CSA Assignment, the Lease Assignment, the Lessee Consent, the Power Agreement Assignment, the Power Purchaser Consent, the Maintenance Agreement Assignment and the Maintenance Contractor Consent have been duly authorized, executed and delivered and each is a legal, valid and binding instrument;

* All the parties hereto confirm (i) that the conditions precedent described in this Paragraph 9(i) were fully satisfied on October 28, 1986, and (ii) that MetLife Capital, Limited Partnership, as transferee of the Owner under Section 6.01 of the Trust Agreement, may rely on the documents delivered under this Paragraph 9(i) as if delivered to and addressed to it.

(iv) the Agent is vested with all the rights, titles, interests, powers and privileges of the Builder purported to be assigned to it by the CSA Assignment and, upon settlement for the Equipment pursuant to and in accordance with the CSA Assignment, the Agent will have a valid first security interest therein; and the Agent is vested with all the rights, titles, interests, powers and privileges purported to be assigned to it by the Lease Assignment, the Power Agreement Assignment and the Maintenance Agreement Assignment;

(v) the CSA, the CSA Assignment, the Lease, the Lease Assignment, the Lessee Consent, the Bailment Agreement and the Power Agreement Assignment have been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and, except for the Power Agreement Assignment, have been deposited with the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada and provision has been made for publication of notice of such deposit in The Canada Gazette in accordance with said Section 86 and no other filing, recording or deposit (or giving notice) with any other Federal, state or local government is necessary in order to protect the rights of the Agent in or to the Lease or the Equipment in any state of the United States of America. Appropriate financing statements have been filed in the State of New Jersey and no other filing, recording or deposit (or giving of notice) nor any continuation statements (except as specified therein) with any other Federal, state or local government or agency thereof is necessary in order to protect the rights of the Agent under the Power Agreement Assignment and the Maintenance Agreement Assignment in any State of the United States of America or the District of Columbia;

(vi) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to the knowledge of said counsel, necessary in connection with the execution, delivery and performance of this Agreement, the CSA, the Lease, the CSA Assignment, the Lease Assignment, the Lessee Consent, the Electrical Power Agreement, the Power Agreement Assignment, the Maintenance Agreement, the Maintenance Agreement Assignment or the Maintenance Contractor Consent;

(vii) under the circumstances contemplated by this Agreement it is not necessary to register the CSA, the CSA Assignment or any certificate of interest delivered pursuant hereto under the Securities Act of 1933, as in effect on the date of such opinion, or to qualify the CSA or any other instrument or agreement contemplated hereby or thereby under the Trust Indenture Act of 1939, as in effect on the date of such opinion;

(viii) the legal opinions referred to in subparagraphs (b) through (g) of this Paragraph 9 are satisfactory in form and scope to said special counsel and that in their opinion the Investors, the Agent and they are justified in relying thereon;

and as to such other matters incident to the transactions contemplated by this Agreement as the Investors may reasonably request.

(b) An opinion of counsel for the Owner, to the effect set forth in subparagraphs (a), (b), (c), (d) (limited as to documents other than the charter and by-laws to the knowledge of such counsel after due inquiry), (e), (f) and (g) of Paragraph 4.

(c) An opinion of counsel for the Lessee, to the effect set forth in subparagraphs (a), (b), (c), (e), (f) and (h) of Paragraph 3 and to the further effect that

(i) other than liens and encumbrances which might attach and will be subject and subordinate to the right, title and interest of the Agent and the Trustee, no mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely the right, title and interest of the Trustee or the Owner or the Agent therein; and

(ii) neither the execution and delivery of the Lessee Documents, nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of the charter or by-laws of the Lessee or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is a party or by which it is or its

property may be bound, or constitute (with the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon any property of the Lessee or upon the Equipment pursuant to the terms of any such agreement or instrument, other than any encumbrance which is subject and subordinate to the interests of the Trustee and the Agent.

(d) An opinion of counsel for the Builder to the effect set forth in clause (iv) of subparagraph (a) of this Paragraph 9 (but not with respect to the Lease Assignment or the Power Agreement Assignment) and to the further effect that (i) the Builder is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as now conducted, and (ii) the CSA and the CSA Assignment have been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the other parties thereto, are legal and valid instruments binding on the Builder, enforceable in accordance with their respective terms.

(e) An opinion of counsel for the Trustee to the effect set forth in subparagraphs (a), (b) and (c) of Paragraph 6.

(f) An opinion of counsel for the Power Purchaser to the effect set forth in subparagraphs (a), (b), (c), (d), (e) and (g) of Section 6 of the Power Purchaser Consent.

(g) An opinion of counsel for the Maintenance Contractor to the effect set forth in Paragraph 7.

(h) A Certificate of an officer of the Lessee to the effect that the Lessee's representations and warranties contained in this Agreement are true on and as of the First Delivery Date, with the same effect as though made on such date, that the Lessee is not currently in default nor does a condition exist nor has an event occurred which with the lapse of time and/or the giving of notice would constitute a default under this Agreement or the Lease and that there has been no material adverse change in the business or financial condition of the Lessee from that shown in the financial statement referred to in Paragraph 3(1) hereof.

(i) A Certificate of an officer of the Owner to the effect that

(i) no Federal tax liens (including tax liens filed pursuant to Section 6323 of the Internal Revenue Code of 1954, as amended) or, to the best of his knowledge and belief, other tax liens have been filed and are currently in effect against the Owner which could adversely affect the interests of the Agent in the Equipment or the Lease;

(ii) no mortgage, deed of trust or other lien of any nature whatsoever now in existence which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Owner, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely the right, title and interest of the Agent therein; and

(iii) the Owner's representations and warranties contained in this Agreement are true on and as of the First Delivery Date with the same effect as if made on such date.

(j) Certificates of insurance required to be delivered pursuant to the last sentence of § 7.6(1) of the Lease.

(k) A certificate of an officer of the Power Purchaser to the effect that the Power Purchaser's representations and warranties contained in the Power Purchaser Consent are true on and as of the First Delivery Date, with the same effect as though made on such date, that the Power Purchaser is not currently in default nor does a condition exist nor has an event occurred which with the lapse of time and/or the giving of notice would constitute a default under the Power Purchaser Consent or the Electrical Power Agreement and that there has been no material adverse change in the business or financial condition of the Power Purchaser from that shown in the latest financial statement referred to in Paragraph 6(i) of the Power Purchaser Consent.

(l) A certificate of an officer of the Maintenance Contractor to the effect that the Maintenance Contractor's representations and warranties contained in this Agreement are true on and as of the First Delivery Date, with the same effect as though made on such date.

In giving the opinions specified in this Paragraph 9, counsel may qualify its opinion to the effect that any agreement is enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity. In giving the opinion specified in subparagraph (a) of this Paragraph 9, counsel may rely (i) as to authorization, execution and delivery by the Builder or the Maintenance Contractor of the documents executed by them and, as to title to its Equipment, on the opinion of counsel for the Builder and (ii) as to any matter governed by the laws of any jurisdiction other than the State of New York or the United States, on the opinion of counsel for the Owner, the Trustee, the Builder, the Power Purchaser or the Lessee.

The First Delivery Date closing hereunder shall take place at the offices of Cravath, Swaine & Moore, in New York, New York.

(ii) Conditions Precedent to Effectiveness of this Amended and Restated Participation Agreement and Amendment. The conditions precedent to the effectiveness of this Amended and Restated Participation Agreement and Amendment shall be as follows:

(1) this Amended and Restated Participation Agreement and Amendment shall have been duly authorized, executed and delivered by each of the parties hereto on or before the Effective Date;

(2) the documents described in clauses (e) through (i) of Paragraph 22 hereof shall have been duly authorized, executed and delivered by each of the parties thereto on or before the Effective Date;

(3) Participation Agreement No. 2 and each of the other documents in Transaction No. 2 relating thereto shall have been duly authorized, executed and delivered by each of the parties thereto on or before the Effective Date;

(4) the conditions of the First Delivery Date closing under Paragraphs 9 and 10 of Participation Agreement No. 2 shall have been fully satisfied on or before the Effective Date; and

(5) the Investors, special counsel for the Agent and the Investors, the Trustee and the Owner and its transferee shall have received on or prior to the Effective Date the following documents, dated not more than 10 days prior to the Effective Date:

(a) An opinion of Cravath, Swaine & Moore, special counsel for the Investors and the Agent, to the effect that

(i) this Agreement, assuming due authorization, execution and delivery by the Investors, has been duly authorized, executed and delivered and is a legal, valid and binding instrument;

(ii) as amended by this Agreement, CSA No. 1 and Lease No. 1 are legal, valid and binding instruments, enforceable in accordance with their terms;

(iii) as amended by this Agreement, CSA Assignment No. 1, Lease Assignment No. 1, Lessee Consent No. 1, Power Agreement Assignment No. 1, Power Purchase Consent No. 1, Maintenance Agreement Assignment No. 1 and Maintenance Contractor Consent No. 1 have been duly authorized, executed and delivered and each is a valid and binding instrument (such documents in clause (ii) and this clause (iii) as amended being hereafter called "Amendments");

(iv) this Agreement, Lease No. 1, CSA No. 1, Bailment Agreement No. 1 and the Power Agreement Assignment No. 1 have been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and, except for the Power Agreement Assignment No. 1, have been deposited with the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada and provision has been made for publication of notice of such deposit in The Canada Gazette in accordance with said Section 86 and no other filing, recording or deposit (or giving notice) with any other Federal, state or local government is necessary in order to protect the rights of the Agent in or to the Lease No. 1 or the Equipment in any state of the United States of America or the interests of the Lessee under the Bailment Agreement in Canada. Appropriate supplemental financing statements have been filed in the State of New Jersey and no other filing, recording or deposit (or giving of notice) nor any continuation statements (except as

specified therein) with any other Federal, state or local government or agency thereof is necessary in order to protect the rights of the Agent under the Power Agreement Assignment No. 1 and the Maintenance Agreement Assignment No. 1 in any state of the United States of America or the District of Columbia;

(v) no authorization or approval from any governmental or public body or authority of the United States of America, or of any of the states thereof or the District of Columbia is, to the knowledge of said counsel, necessary in connection with the execution, delivery and performance of this Agreement or the Amendments;

(vi) under the circumstances contemplated by this Agreement it is not necessary to register CSA No. 1, CSA Assignment No. 1 or any certificate of interest delivered pursuant hereto under the Securities Act of 1933, as in effect on the date of such opinion, or to qualify CSA No. 1 or any other instrument or agreement contemplated hereby or thereby under the Trust Indenture Act of 1939, as in effect on the date of such opinion;

(vii) the legal opinions referred to in subparagraphs (b) through (g) of this Paragraph 9(ii) are satisfactory in form and scope to said special counsel and that in their opinion the Investors, the Agent and they are justified in relying thereon;

and as to such other matters incident to the transactions contemplated by this Agreement as the Investors may reasonably request.

(b) An opinion of counsel for the Owner, to the effect set forth in subparagraphs (a), (b), (c), (d) (limited as to documents other than the charter and by-laws to the knowledge of such counsel after due inquiry), (e), (f) and (g) of Paragraph 4. For the purpose of this subparagraph (b), the term "Owner Documents" shall refer to this Agreement, Indemnity Agreement No. 1, Trust Agreement No. 1 and Power Purchaser Consent No. 1.

(c) An opinion of counsel for the Lessee, to the effect set forth in subparagraphs (a), (b), (c), (e), (f) and (h) of Paragraph 3 and to the further effect that

(i) other than liens and encumbrances which might attach and will be subject and subordinate to the right, title and interest of the Agent and the Trustee, no mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely the right, title and interest of the Trustee or the Owner or the Agent therein; and

(ii) neither the execution and delivery of the Lessee Documents, nor the consummation of the transactions therein contemplated nor the fulfillment of, nor compliance with, the terms and provisions thereof will conflict with, or result in a breach of, any of the terms, conditions or provisions of the charter or by-laws of the Lessee or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is a party or by which it is or its property may be bound, or constitute (with the giving of notice or the passage of time or both) a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon any property of the Lessee or upon the Equipment pursuant to the terms of any such agreement or instrument, other than any encumbrance which is subject and subordinate to the interests of the Trustee and the Agent.

For the purpose of this subparagraph (c), the term "Lessee Documents" shall refer to this Agreement, Lease No. 1, Lessee Consent No. 1, Indemnity Agreement No. 1, Power Agreement Assignment No. 1, Maintenance Agreement Assignment No. 1 and Bailment Agreement No. 1.

(d) An opinion of counsel for the Builder to the effect that (i) the Builder is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as now conducted, and (ii) CSA No. 1 and CSA Assignment No. 1 have been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the other parties thereto, are legal and valid instruments binding on the Builder, enforceable in accordance with their respective terms.

(e) An opinion of counsel for the Trustee to the effect set forth in subparagraphs (a), (b) and (c) of Paragraph 6. For the purpose of this subparagraph (e), the term "Trustee Documents" shall refer to this Agreement, Trust Agreement No. 1, CSA No. 1, Lease No. 1, Lease Assignment No. 1, Power Agreement Assignment No. 1, Maintenance Agreement Assignment No. 1, Power Purchaser Consent No. 1 and Maintenance Contractor Consent No. 1.

(f) An opinion of counsel for the Power Purchaser to the effect set forth in subparagraphs (a), (b) and (g) of Section 6 of the Power Purchaser Consent. For the purpose of this subparagraph (f), the term "Power Purchaser Documents" shall refer to Power Purchaser Consent No. 1, Bailment Agreement No. 1 and Indemnity Agreement No. 1.

(g) An opinion of counsel for the Maintenance Contractor to the effect set forth in Paragraph 7. For the purpose of this subparagraph (g), the term "Maintenance Contractor Documents" shall refer to this Agreement, Indemnity Agreement No. 1 and Maintenance Contractor Consent No. 1.

(h) A Certificate of an officer of the Lessee to the effect that the Lessee's representations and warranties contained in this Agreement are true on and as of the Effective Date, with the same effect as though made on such date, that the Lessee is not currently in default nor does a condition exist nor has an event occurred which with the lapse of time and/or the giving of notice would constitute a default under this Agreement or Lease No. 1 and that there has been no material adverse change in the business or financial condition of the Lessee from that shown in the financial statement referred to in Paragraph 3(1) hereof.

(i) A Certificate of an officer of the Owner to the effect that

(i) no Federal tax liens (including tax liens filed pursuant to Section 6323 of the Internal Revenue Code of 1954, as amended) or, to the best of his knowledge and belief, other tax liens have been filed and are currently in effect against the Owner which could adversely affect the interests of the Agent in the Equipment or Lease No. 1;

(ii) no mortgage, deed of trust or other lien of any nature whatsoever now in existence which now covers

or affects, or which may hereafter cover or affect, any property or interest therein of the Owner, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely the right, title and interest of the Agent therein; and

(iii) the Owner's representations and warranties contained in this Agreement are true on and as of the Effective Date with the same effect as if made on such date.

(j) A certificate of an officer of the Power Purchaser to the effect that the Power Purchaser is not currently in default nor does a condition exist nor has an event occurred which with the lapse of time and/or the giving of notice would constitute a default under the Power Purchaser Consent No. 1 or the Electrical Power Agreement and that there has been no material adverse change in the business or financial condition of the Power Purchaser from that shown in the latest financial statement referred to in Paragraph 6(i) of the Power Purchaser Consent.

(k) A certificate of an officer of the Maintenance Contractor to the effect that the Maintenance Contractor's representations and warranties contained in this Agreement are true on and as of the Effective Date, with the same effect as though made on such date and that the Maintenance Contractor is not currently in default nor does a condition exist nor has an event occurred which with the lapse of time and/or giving of notice would constitute a default under the Maintenance Contract.

(l) An opinion satisfactory to the Owner of its tax counsel concerning the tax consequences of its investment in the transaction contemplated by this Agreement.

In giving the opinions specified in this Paragraph 9(ii), counsel may qualify its opinion to the effect that any agreement is enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity. In giving the opinion specified in subparagraph (a) of this Paragraph 9(ii), counsel may rely (i) as to authorization, execution and delivery by the Builder or the Maintenance Contractor of the documents executed by them and, as to title to its Equipment, on the opinion of counsel for the Builder and (ii) as to any matter governed by the

laws of any jurisdiction other than the State of New York or the United States, on the opinion of counsel for the Owner, the Trustee, the Builder, the Power Purchaser or the Lessee.

The Effective Date closing hereunder shall take place at the offices of Cravath, Swaine & Moore, in New York, New York.

10.* Conditions Precedent to Obligations of the Trustee. The Trustee's obligation to purchase and pay for units of Equipment on any Closing Date under the CSA shall be subject to (i) the terms and conditions of the CSA, (ii) the receipt, prior to or on the First Delivery Date, of opinions of counsel addressed to the Trustee and the Owner and documents, dated (except in the case of the certificates referred to in subparagraph (j) of Paragraph 9(i)) on or not more than 10 days prior to the First Delivery Date, to the same effect as the documents described in subparagraphs (b) through (l) respectively, of Paragraph 9(i) hereof, (iii) the receipt, prior to or on the First Delivery Date, by the Owner of an opinion satisfactory to the Owner of its tax counsel concerning the tax consequences of its investment in the transaction contemplated by this Agreement, (iv) the receipt, prior to or on the First Delivery Date, by the Owner of a certificate of an independent appraiser satisfactory to the Owner stating that each unit of the Equipment will have a useful life of at least 24-1/4 years and a residual value at the end of the original term and any renewal term of the Lease (determined without regard to deflation or inflation) of at least 20% of the Purchase Price thereof and having such other characteristics as the Owner may reasonably require and (v) the conditions set forth in Paragraph 9 hereof having been satisfied (and not waived without the consent of the Trustee) on or prior to the First Delivery Date.

11. Action by Agent on Equipment Closing Date.
Subject to the terms and conditions hereof, upon the

* All the parties hereto confirm (i) that the conditions precedent described in this Paragraph 10 were fully satisfied on October 28, 1986, and (ii) that MetLife Capital, Limited Partnership, as transferee of the Owner under Section 6.01 of the Trust Agreement, may rely on the documents delivered under this Paragraph 10 as if delivered to and addressed to it.

delivery to the Trustee under the CSA of the Equipment and the receipt by the Agent of the delivery papers with respect thereto to be delivered in accordance with the CSA Assignment, the Agent will on each Closing Date under the CSA:

(a) pay to the Builder in accordance with the CSA Assignment (and subject to the conditions specified in Section 4 thereof) out of moneys paid to the Agent pursuant to Paragraph 2 hereof and then on deposit with the Agent an amount equal to the CSA Indebtedness with respect to the units of Equipment then being settled for; and

(b) if such moneys then on deposit are insufficient to make such payment promptly upon receipt of notice of closing with respect to such Equipment under the CSA, sell such portion of the Investments as may be necessary in order to provide sufficient funds for such payment and use the funds so derived, together with interest received in the Investments and any Investment Deficiency paid as contemplated by Paragraph 2 hereof and held by the Agent, to make such payment to such Builder required to be made on such Closing Date pursuant to the CSA Assignment.

If, on the earliest of (1) the last Closing Date under the CSA, (2) the date of any Default as to which the agent has actual knowledge or (3) January 30, 1987 (the earliest of said dates being hereinafter called the "Repayment Date"), the aggregate amount then or theretofore paid by the Agent to the Builder pursuant to Section 4 of the CSA Assignment or required to be paid thereunder in respect of Equipment theretofore delivered and required to be paid for pursuant to said Section 4 will be less than the amount heretofore deposited with the Agent pursuant to Paragraph 2 hereof (less any amounts of CSA Indebtedness paid or prepaid pursuant to Paragraph 12) (the amount of such difference being hereinafter called the "Surplus Deposit"), the Agent will promptly (i) notify each Investor thereof, (ii) sell all Investments then held by the Agent as promptly as possible, and (iii) against surrender by each Investor to the Agent of the certificate or certificates of interest theretofore delivered by the Agent in respect of which a repayment is to be made, as hereinafter provided, promptly issue to such Investor a new certificate or certificates of interest evidencing such Investor's actual investment in the aggregate CSA Indebtedness (and a new schedule of payments reflecting such investment) and apply on the Repayment Date (or as promptly thereafter as possible) (a) the balance of

the funds on deposit with the Agent pursuant to Paragraph 2 hereof, and (b) all proceeds of the sale of Investments and interest received by the Agent on Investments, together with any Investment Deficiency paid as contemplated by Paragraph 2 and moneys paid to the Agent pursuant to clause (a) of the next paragraph to the repayment of a portion of the deposit made by each Investor hereunder equal to the amount of such Investor's pro rata share of the Surplus Deposit without premium, together with interest on such repayment as provided in clause (a) of the next paragraph hereof. Each Investor, at its option, in lieu of surrendering its certificate or certificates of interest as provided in the preceding sentence, may make appropriate notation on such certificate or certificates of interest of repayment of a portion of its investment and notify the Agent in writing that such notation has been made. Any remaining balance of such funds and proceeds and interest thereon received by the Agent, after payment of all fees and expenses of the Agent in connection with the purchase and sale of Investments (including, without limitation, any cost or loss to the Agent if the Agent is requested to commit for any Investments prior to actual receipt of funds and such funds are not available when required), shall be paid by the Agent to the Lessee so long as the Agent has no actual knowledge of a Default. If such balance is not sufficient to pay such fees and expenses, the Maintenance Contractor will pay any deficiency.

The rate of interest payable to the Investors shall be 9-3/8% per annum ("Debt Rate") and shall be calculated on the basis of a 360-day year of twelve 30-day months, except that interest payable on the Repayment Date and on the first interest payment date under the CSA shall be calculated on an actual elapsed day, 365-day-year, basis. The Maintenance Contractor will pay to the Agent such amounts as will enable the Agent to pay to each Investor (a) on the Repayment Date (or as promptly thereafter as practicable) an amount equal to interest on the Surplus Deposit, if any, repaid to such Investor pursuant to the immediately preceding paragraph on said date for the period from the applicable Deposit Dates to the date of such payment, calculated at the Debt Rate, (b) on December 31, 1986, such amount, if any, as when added to the interest due to the Agent under the CSA on such date (whether or not received), will enable the Agent to pay to each Investor an amount equal to interest at the Debt Rate on the unrepaid investment of the Investor from the applicable Deposit Date to, but not including, December 31, 1986 and (c) on June 30, 1987, such amount, if any, as when added to the interest due

to the Agent under the CSA on such date (whether or not received) will enable the Agent to pay to each Investor an amount equal to interest at the Debt Rate on the unrepaid investment of the Investor from the later of the applicable Deposit Date or December 31, 1986, to, but not including, June 30, 1987. In addition, the Maintenance Contractor will pay to the Investors interest at the rate of 10-3/8% per annum upon all amounts remaining unpaid after the same shall have become due and payable pursuant to the terms hereof or such lesser amount as shall be legally enforceable.

12. Concerning the Agent. The Agent will accept payments made to it by or for the account of the Trustee pursuant to the CSA and CSA Assignment on account of the principal of or accrued interest on the CSA Indebtedness and will apply such payments promptly, first, to the pro rata payment to each Investor of interest payable on the CSA Indebtedness and, second, to the pro rata payment to each Investor of the installments of CSA Indebtedness in the order of maturity thereof until the same shall have been paid in full.

The Agent will accept all sums paid to it pursuant to Article 7 of the CSA on account of the Casualty Value (as therein defined) payable with respect to Casualty Occurrences (as therein defined) and will apply such sums to the prepayment of each of the installments of the CSA Indebtedness remaining unpaid (in proportion to the principal amount of CSA Indebtedness represented by each such installment), without premium, together with any interest accrued and unpaid on such prepaid CSA Indebtedness, and will distribute such prepayment and interest thereon to the Investors. The Agent will furnish to the Investors a revised schedule of payments showing the reduction in the installments of the CSA Indebtedness remaining unpaid and the interest payable thereon.

Notwithstanding anything to the contrary contained herein, if a Declaration of Default (as defined in paragraph 16.1 of the CSA) is in effect, all moneys held by or coming to the possession of the Agent under the CSA, the CSA Assignment, the Lease, the Lease Assignment, the Electrical Power Agreement, the Power Agreement Assignment, the Power Purchaser Consent, the Maintenance Agreement or the Maintenance Agreement Assignment ("Documents") applicable to the payment or prepayment of CSA Indebtedness or interest thereon (including, without limitation, the net proceeds of any repossession and sale or lease of any unit of the Equipment after deduction of all expenses, including

reasonable counsel fees, incurred by the Agent in connection with such repossession and sale or lease or otherwise hereunder in connection with the Documents which shall not theretofore have been reimbursed to the Agent by the Trustee pursuant to the CSA) shall be distributed immediately by the Agent to the Investors and the Agent shall otherwise take such action as is referred to in this Paragraph 12.

All payments to be made by the Agent hereunder shall (subject to timely receipt by the Agent of available funds) be made by check mailed to the Investors on the date such payment is due or, upon written request of an Investor or if specified in Appendix I hereto, by bank wire of immediately available funds to such Investor at such address as may be specified to said Agent in writing or in Appendix I hereto. Subject to timely receipt by the Trustee of available funds, the Trustee will make each payment required to be made by it to the Agent hereunder in immediately available funds at or prior to 11 a.m. in the city in which such payment is to be made.

So long as, to the actual knowledge of the Agent, no Default shall have occurred and be continuing, the Agent shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights or taking or refraining from taking any action which may be vested in it, or which it may be entitled to assert or take, hereunder or under the Documents, except as otherwise specifically provided herein. The Agent shall not incur any liability hereunder or otherwise in acting upon any notice, certificate or other paper or instrument believed by it to be genuine and signed by the proper party or parties, or with respect to anything which it may do or refrain from doing in the exercise of its best judgment, or which may seem to it to be necessary or desirable in the premises, except liability resulting from its own misconduct or negligence. In case the Agent shall have actual knowledge of the occurrence of a Default it shall promptly notify the Trustee, the Owner, the Lessee, the Investors, the Power Purchaser and the Maintenance Contractor thereof. The Agent shall take such action and assert such rights under the Documents as shall be directed by a majority in interest of the holders of the CSA Indebtedness. In case the Agent is required to take action hereunder, it shall be indemnified against any liability or expense, including reasonable counsel fees, in connection with taking such action or asserting such rights by such holders in proportion to their respective interests in the aggregate CSA Indebtedness then outstanding.

The Agent may consult with legal counsel of its own choice, reasonably acceptable to the Investors, and shall not be under any liability for any action taken or suffered in good faith by it in accordance with the opinion of such counsel.

The Agent will promptly mail or deliver one counterpart or copy of all notices, statements, documents or schedules received by it from any of the other parties to the Agent Documents to each Investor.

All notices, instructions, directions and approvals to be delivered hereunder to the Agent by an Investor shall be in writing signed by an authorized employee of such Investor, and the Agent may rely on any notice, instruction, direction or approval so signed.

The Agent does not make any representation or assume any responsibility with respect to (i) the validity of any of the Documents or any certificate of interest (except with respect to its own execution thereof) or any of the matters covered thereby or (ii) the value of or the title to the Equipment.

In the event of any dispute with respect to the delivery or ownership or right to possession of funds or documents at any time held by the Agent hereunder, or with respect to title to any unit of the Equipment, the Agent is hereby authorized and directed to retain, without liability to anyone, all or any of such funds or documents and title to such unit of the Equipment until such dispute shall have been settled either by agreement of the Investors or by final order, decree or judgment of a court of competent jurisdiction. During any such dispute, the Agent will invest any funds held by it subject to the dispute in such investments as shall be specified by a majority in interest of the holders of the CSA Indebtedness.

The Agent shall be entitled to terminate its duties and responsibilities hereunder by giving written notice to the Investors that it desires to terminate such duties and responsibilities on a date (at least 30 days subsequent to the giving of such notice) stated in said notice, it being understood and agreed that the Agent shall also give such notice if it is directed to do so by a majority in interest of the holders of the CSA Indebtedness. If, prior to the date stated in said notice, a majority in interest of the holders of the CSA Indebtedness shall have requested in writing that the Agent assign to a person or

institution designated by such holders all right, title and interest of the Agent under the Documents, the Agent shall comply with such request. In the event that such request is not received by the Agent on or before the date designated in said notice, the Agent shall be entitled to appoint a successor to act hereunder (which successor shall be a bank or trust company located in the Borough of Manhattan, City and State of New York, Chicago, Illinois, or Hartford, Connecticut, having capital and surplus aggregating at least \$100,000,000) and to assign to such successor, subject to the provisions of this Agreement, all such right, title and interest of the Agent. Upon such assignment by the Agent to a person or institution designated by the Investors or, in the absence of such designation, to a successor appointed by the Agent, the Agent shall thereupon be relieved of all duties and responsibilities hereunder.

13. Reports. The Lessee will deliver or cause to be delivered (A) to the Trustee, the Agent, the Owner, each Investor, the Power Purchaser and the Maintenance Contractor, as soon as available and in any event within 120 days after the end of each fiscal year, a certificate signed by any Vice President, the Treasurer or any Assistant Treasurer of the Lessee stating that he has reviewed the activities of the Lessee during such year and that the Lessee during such year has kept, observed, performed and fulfilled each and every covenant, obligation and condition contained herein and in the Lease, or if an Event of Default (as defined in the Lease) shall exist or if an event has occurred and is continuing which, with the giving of notice or the passage of time or both, would constitute an Event of Default, specifying such Event of Default and all such events and the nature and status thereof and (B) to the Owner, each Investor, the Power Purchaser and the Maintenance Contractor, (i) as soon as available, and in any event within 60 days after the end of the first, second and third quarterly accounting periods in each fiscal year of the Lessee, copies of the balance sheet of the Lessee as of the end of such accounting period and copies of the related statements of income and retained earnings and changes in financial position of the Lessee for the portion of its fiscal year ended with the last day of such quarterly accounting period, all in reasonable detail, certified by any Vice President or the Treasurer of the Lessee, as appropriate, and stating in comparative form the figures for the corresponding date and period in the previous fiscal year, and (ii) as soon as available, and in any event within 120 days after the end of each fiscal year, copies of the balance sheet of the Lessee as at the end of such fiscal

year, and of the statements of income and retained earnings and changes in financial position of the Lessee for such fiscal year, all in reasonable detail and stating in comparative form the consolidated figures as of the end of and for the previous fiscal year, certified by a firm of nationally recognized independent public accountants.

14. Transaction Expenses. (a) "Transaction Expenses" shall mean (i) the reasonable fees and disbursements of Cravath, Swaine & Moore as special counsel for the Agent and the Investors and the cost of producing and reproducing and recording documents contemplated hereby, (ii) the reasonable initial fees and expenses and the reasonable routine and ordinary fees, costs and disbursements of the Agent and the Trustee for the first year, (iii) the reasonable fees and disbursements of counsel for the Owner, the Trustee, the Power Purchaser, the Maintenance Contractor and the Lessee, (iv) the expenses and fees payable to the placing agent in connection with the arranging of long-term financing by the Investors and (v) the expenses and fees of Connell Finance Company, Inc., in arranging the lease financing, but excluding, however, any such fees, disbursements or expenses incurred by any party in connection with the effectuation of the intent of Paragraph 22 of the Participation Agreement as in effect prior to the Effective Date, including, but not limited to, (a) the reasonable fees and disbursements of special counsel for the Agent and the Investor, the Trustee, the Power Purchaser, the Lessee and the Maintenance Contractor, (b) the cost of producing, reproducing and recording this Amended and Restated Participation Agreement and Amendment and the documents for Transaction No. 2 and (c) the initial and ongoing fees and expenses of The Connecticut Bank and Trust Company, National Association and The Connecticut National Bank in connection with their participation in Transaction No. 2 as Agent and Trustee, respectively (collectively, the "Split Up Costs").

(b) The Owner shall cause the Trustee to pay, or to cause to be paid, such portion of the Transaction Expenses and the Split Up Costs as is represented by a fraction, the numerator of which is the aggregate number of units of Equipment which were delivered and accepted under CSA No. 1 and not transferred to Transaction No. 2 in accordance with Section 22(j) hereof and the denominator of which is the aggregate number of units of Equipment delivered and accepted under CSA No. 1 and CSA No. 2 (without double counting such units transferred to Transaction No. 2), it being understood that the "Owner" under Transaction No. 2 shall be responsible for payment of the balance of the Transaction Expenses and Split Up Costs.

(c) The Lessee shall bear, to the extent not constituting Split Up Costs, (i) the reasonable fees and disbursements of the Agent and the Trustee after the first year, (ii) the costs of filing, recording and giving public notice and recording any amendments or supplements to any of the documents referred to in this Agreement other than those referred to in the next paragraph and (iii) the costs of producing and reproducing any such amendments or supplements other than those referred to in the next paragraph and the reasonable fees and disbursements of Cravath, Swaine & Moore, or other counsel for the Agent and the Investors, in connection therewith.

(d) Whether or not the transactions contemplated hereby shall be consummated, the Investors and the Agent shall have no liability for any of the aforesaid fees, costs, disbursements and expenses or for any other expenses. If the transactions contemplated by the Participation Agreement as in effect prior to the Effective Date shall not be consummated through no fault of the Owner, the Lessee shall pay the Transaction Expenses and the Owner shall pay the Split Up Costs.

15. Delivery of Documents, Notices and Funds. All documents, notices and funds deliverable hereunder to the Agent shall be delivered to it at its address at One Constitution Plaza, Hartford, Connecticut 06115, Attention of Corporate Trust Department, or as the Agent may otherwise specify.

All documents, notices and funds deliverable hereunder to the Trustee shall be delivered to it at its address at 777 Main Street, Hartford, Connecticut 06115, Attention of Bond and Trust Administration, or as the Trustee may otherwise specify, with copies to the Owner at its address set forth in Appendix II hereto.

All documents, notices and funds deliverable hereunder to an Investor shall be delivered to its address set forth in Appendix I hereto, or as such Investor may otherwise specify.

All documents, notices and funds deliverable hereunder to the Owner shall be delivered to its address as set forth in Appendix II hereto, or as the Owner may otherwise specify.

All documents and notices deliverable hereunder to the Lessee shall be delivered to its address at 45 Cardinal Drive, Westfield, New Jersey 07092, attention of the President, or as the Lessee may otherwise specify.

All documents and notices deliverable hereunder to the Power Purchaser shall be delivered to its address at 9401 Indian Creek Parkway, Overland Park, Kansas 66210-9136, attention of the Executive Vice President, or as the Power Purchaser may otherwise specify.

All documents and notices deliverable hereunder to the Maintenance Contractor shall be delivered to it at LaGrange, Illinois 60525, attention of Assistant Controller or as the Maintenance Contractor may otherwise specify.

All documents deliverable hereunder to Cravath, Swaine & Moore shall be delivered to them at One Chase Manhattan Plaza, New York, New York 10005.

16. Notice of Default. In the event that the Trustee or the Lessee shall have knowledge of a Default, such party shall give prompt telephonic notice (confirmed in writing) thereof to the other and to the Agent, the Investors, the Owner and the Power Purchaser. In the case of the Trustee, knowledge shall mean actual knowledge of an officer in its Bond and Trust Administration.

17. (a) No Personal Liability of Trustee. Anything herein to the contrary notwithstanding, each and all of the representations, warranties and agreements herein made on the part of the financial institution acting as Trustee (except its representations and warranties under Paragraph 6 hereof but not as to the enforceability of any document other than the Trust Agreement) are each and every one of them made and intended not as personal representations, warranties and agreements by said financial institution in its individual capacity or for the purpose or with the intention of binding said financial institution personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Agreement is executed and delivered by the Trustee solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said financial institution (except as aforesaid) on account of any representation, warranty or agreement hereunder of the Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Lessee, the Agent and each Investor and by all persons claiming by, through or under the Lessee, the Agent and any Investor; provided, however, that the Lessee, the Agent and the Investors or any person claiming by, through or under

any of them, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

(b) No Recourse Against Certain Persons. No recourse shall be had in respect of any obligation due hereunder or referred to herein, against any incorporator, stockholder, director or officer, as such, past, present or future, of the parties hereto whether by virtue of any constitutional provision, statute or rule of law, or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of such incorporators, stockholders, directors or officers, as such, being forever released as a condition of and as consideration for the execution of this Agreement.

18. Governing Law; Changes. The terms of this Agreement and all rights and obligations of the parties hereto hereunder shall be governed by the laws of the State of New York. Such terms, rights and obligations may not be changed orally but may be changed only by an agreement in writing signed by the party against whom enforcement of such change is sought.

19. Owner Agreement. The Owner agrees, for the benefit of the Investors, to take all necessary action, including without limitation, payment of funds, to enable the Trustee to discharge pursuant to the proviso in Paragraph 13.3 of the CSA the claims, liens, charges or security interests referred to in said paragraph claimed by any party from, through or under the Owner.

20. Certificates of Interest in Registered Form. The Agent shall maintain a register with respect to the certificates of interest delivered to the Investors hereunder as to both the principal and stated interest thereon. No transfer by any Investor of any certificate of interest may be effected except by the surrender of the old certificate of interest and either the reissuance by the Agent of the old certificate of interest to the new holder thereof or the issuance by the Agent of a new certificate of interest to the new holder thereof.

21. Confidentiality. No news release, public announcement, advertisement, offering circular, prospectus or other publicity (except as may be required by law or applicable regulatory requirement) concerning the existence of the Power Agreement, the Maintenance Agreement, the Power Purchaser Consent or their respective terms shall be made by

any party hereto without first obtaining the prior written consent of the Power Purchaser, the Maintenance Contractor and the Lessee, which consent shall not be unreasonably withheld; provided, however, that any Investor may disclose any such information (i) as may be required or appropriate in any report, statement or testimony submitted to any municipal, state or Federal regulatory body having or claiming to have jurisdiction over such Investor or to the National Association of Insurance Commissioners or similar organizations or their successors, (ii) as may be required or appropriate in response to any summons or subpoena or in connection with any litigation, (iii) to the extent that any such Investor believes it appropriate in order to protect such Investor's investment in its Certificates of Interest or in order to comply with any law, order, regulation or ruling, and (iv) to any prospective transferee in connection with any contemplated transfer of Certificates of Interest by such Investor and provided further, however, that the Power Purchaser, the Maintenance Contractor and the Lessee agree that such Investor will not be liable to any of them in the event that any such information is disclosed.

22. Amendments of Other Documents.

(a) Amendments of the CSA and the CSA Assignment. The parties to the CSA hereby amend the CSA as of the Effective Date as follows: (i) in Section 3.3 of the CSA "30 units" is changed to read "15 units", (ii) the definition of "business day" in Section 4.2 of the CSA is amended to include Seattle, Washington, (iii) the Maximum Purchase Price set forth in Item 5 of Annex A to the CSA is changed to "\$64,148,858" and (iii) Annex B to the CSA is changed to read as set forth in Annex C hereto. As so amended the CSA may be referred to as "CSA No. 1". The parties to the CSA assignment hereby amend the CSA Assignment as of the Effective Date to the extent, if any, necessary to conform the same to the foregoing amendments set forth in CSA No. 1. As so amended the CSA Assignment may be referred to as "CSA Assignment No. 1".

(b) Amendments of the Lease, the Lease Assignment and the Lessee Consent. The parties to the Lease hereby amend the Lease as of the Effective Date as follows: (i) the first and second sentences of § 3.1(2) shall be changed to read as follows: "The basic lease rates have been calculated on the assumption that (i) the amount of the Transaction Expenses payable by the Owner pursuant to the first paragraph of Paragraph 14 of Participation Agreement No. 1 will be 1% of the aggregate purchase price of the

Units in Transaction No. 1, (ii) a Change In Tax Law (as defined in Indemnity Agreement No. 1) will not occur, (iii) the weighted average date of deliveries and acceptance of the Units delivered and accepted under Transaction No. 1 and Transaction No. 2 in 1986 will be December 10, 1986, and (iv) the weighted average date of deliveries and acceptance of Units delivered and accepted in 1987 under Transaction No. 1 and Transaction No. 2 will be January 15, 1987. If for any reason these assumptions prove to be incorrect, then, in the case of an assumption other than that set forth in clause (ii) above, such basic lease rates (and the related Casualty Values set forth in Appendix B hereto) payable by the Lessee hereunder in respect of the Units shall be increased or decreased, as the case may be, by such amount as shall, in the reasonable opinion of the Owner, cause the Owner's after-tax economic return and after-tax cash flow, computed on the same assumptions, including tax rates, as were utilized by Chemical Bank in originally evaluating this transaction (such return and cash flow being hereinafter called "Net Economic Return"), to be approximately equal to but not less than the Net Economic Return that would have been realized by the Owner if such assumptions had proved to be correct and, in the case of the assumption set forth in clause (ii), the provisions of Section 6(a) of Indemnity Agreement No. 1 shall be applied", (ii) § 6.1 of the Lease is changed to add the following at the end of the first sentence thereof: "provided further, however, that the Lessee shall not be required to pay any Taxes unless the Owner, the Lessor or the Vendor would have been subject to such Taxes had MetLife Capital, Limited Partnership acquired ownership of all of the Units as the Owner pursuant to the original Participation Agreement dated as of October 15, 1986"; (iii) Appendix A to the Lease is changed to read as set forth in Appendix A hereto and (iv) Appendix B to the Lease is amended by (a) adding to the end of the schedule contained therein in respect of (x) 1986 Deliveries, the following: "For Casualty Payment Dates occurring after December 30, 2001, but on or before December 30, 2003, the applicable Percentage of Purchase Price shall be 30.08368 and thereafter shall be 24.0000" and (y) 1987 Deliveries, the following: "For Casualty Payment Dates occurring after December 30, 2001, but on or before December 30, 2003, the applicable Percentage of Purchase Price shall be 30.5521200 and thereafter shall be 24.0000" and (b) adding a footnote to each such schedule to the effect that the figure "30" as it appears in each date means the last business day of the month. As so amended the Lease may be referred to as "Lease No. 1". The parties to the Lease Assignment and the Lessee Consent hereby amend the same as of the Effective Date to the extent, if any, necessary to conform the same to the foregoing amendments to Lease No. 1. As so amended the same may be referred to as "Lease Assignment No. 1" and "Lessee Consent No. 1", respectively.

(c) Amendments of Certificates of Interest. The parties hereto agree that (i) Certificates of Interest issued before the Effective Date need not be amended to refer to this Agreement but (ii) any Certificate of Interest issued on or after the Effective Date shall refer to this Agreement.

(d) Amendments of the Trust Agreement. The parties to the Trust Agreement hereby amend the same as of the Effective Date to the extent, if any, necessary to conform the same to the amendments described in this Paragraph 22. As so amended the same may be referred to as "Trust Agreement No. 1".

(e) Amendments of the Indemnity Agreement. The parties to the Indemnity Agreement have agreed to amend the same as of the Effective Date in the form heretofore delivered to the parties thereto. As so amended the same may be referred to as "Indemnity Agreement No. 1".

(f) Amendments of the Power Agreement Assignment. The parties to the Power Agreement Assignment hereby agree that the same shall be amended as of the Effective Date to read as set forth in Appendix B hereto. As so amended the Power Agreement Assignment may be referred to as "Power Agreement Assignment No. 1".

(g) Amendments of Maintenance Agreement Assignment and Maintenance Contractor Consent. The parties to the Maintenance Agreement Assignment hereby amend the same as of the Effective Date to read as set forth in Appendix C hereto. As so amended the same may be referred to as "Maintenance Agreement Assignment No. 1".

(h) Amendments of the Power Purchaser Consent. The parties to the Power Purchaser Consent have agreed to amend the Power Purchaser Consent as of the Effective Date in the form heretofore delivered to the parties hereto. As so amended the same may be referred to as "Power Purchaser Consent No. 1".

(i) Amendments of the Bailment Agreement. The parties to the Bailment Agreement have agreed to amend the Bailment Agreement as of the Effective Date as set forth in Appendix D hereto. As so amended the same may be referred to as "Bailment Agreement No. 1".

(j) Transfer of Units. If, as of the Effective Date, more than 50 units of Equipment shall have been delivered and accepted pursuant to the Lease, the Lessee shall identify, as of the Effective Date, such of the units

of Equipment as have been delivered and accepted since the delivery and acceptance of the 24th unit (collectively, the "Available Units") and shall notify the parties of the identity and location of each Available Unit. On the Effective Date, (a) the Trustee shall sell, convey and transfer to Trustee No. 2 all of its right, title and interest in and to such of the Available Units as shall be designated by the Owner (leaving no more than 50 units of Equipment subject to Transaction No. 1) (the "Transfer Units") in consideration of the assumption of the obligation to pay a portion of the Purchase Price of the Transfer Units under the CSA, (b) CSA No. 1 and Lease No. 1 shall no longer be applicable to the Transfer Units, (c) each other document originally entered into in connection with the Transfer Units (other than the Electrical Power Agreement and the Maintenance Agreement) shall no longer be applicable to the Transfer Units and (d) the Transfer Units shall be deemed to have been delivered and accepted under CSA No. 2 and Lease No. 2 as if delivered and accepted pursuant to CSA No. 2 and Lease No. 2 on the Effective Date. Each party hereto consents to the transfer of the Transfer Units from Transaction No. 1 to Transaction No. 2. Notwithstanding the foregoing, the transfer of any unit of Equipment to Transaction No. 2 (including, without limitation, its release from CSA No. 1 and Lease No. 1 and the simultaneous acceptance thereof under CSA No. 2 and Lease No. 2) shall not take effect unless such unit shall be located in any one or more the the following states: Illinois, Iowa, Kentucky, Minnesota, Mississippi, Missouri, Montana, Nebraska, Oregon, Tennessee, Texas, Washington or Wisconsin any any time prior to or on December 30. 1986.

(k) Consent of Parties. Each of the parties hereto consents to all of the foregoing provisions of this Article 22. Each of the parties hereto agrees that (a) MetLife Capital, Limited Partnership ("MetLife"), a limited partnership in which MetLife Capital Corporation, a wholly owned subsidiary of Metropolitan Life Insurance Company ("Met"), is the sole general partner and Met is the sole limited partner, shall be deemed a permitted transferee of the Owner under Section 6.01 of Trust Agreement No. 1 and (b) to the assignment to MetLife, as of the Effective Date, of all of the Owner's right, title and interest in, to and under this Agreement, Indemnity Agreement No. 1, Trust Agreement No. 1 and Power Purchaser Consent No. 1.

23. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as all counterparts shall be signed by the Agent and the other

parties hereto shall sign a counterpart, which shall be effective upon delivery thereof to Cravath, Swaine & Moore, at their offices in New York, New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

OAKWAY, INC.,

by



E. V. President

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as Agent as aforesaid,

by

Authorized Officer

CHEMICAL BANK,

by

Vice President

THE CONNECTICUT NATIONAL BANK, as Trustee as aforesaid,

by

Authorized Officer

GENERAL MOTORS CORPORATION (Electro-Motive Division),

by

Vice President

parties hereto shall sign a counterpart, which shall be effective upon delivery thereof to Cravath, Swaine & Moore, at their offices in New York, New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

OAKWAY, INC.,

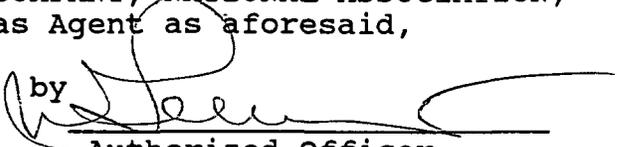
by

President



THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as Agent as aforesaid,

by



Authorized Officer

CHEMICAL BANK,

by

Vice President

THE CONNECTICUT NATIONAL BANK, as Trustee as aforesaid,

by

Authorized Officer

GENERAL MOTORS CORPORATION (Electro-Motive Division),

by

Vice President

parties hereto shall sign a counterpart, which shall be effective upon delivery thereof to Cravath, Swaine & Moore, at their offices in New York, New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

OAKWAY, INC.,

by

President

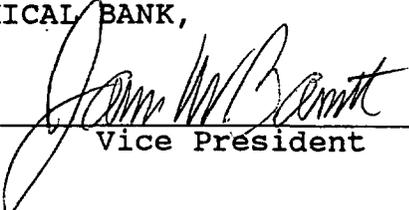
THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as Agent as aforesaid,

by

Authorized Officer

CHEMICAL BANK,

by



Vice President

THE CONNECTICUT NATIONAL BANK, as Trustee as aforesaid,

by

Authorized Officer

GENERAL MOTORS CORPORATION (Electro-Motive Division),

by

Vice President

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OAKWAY, INC.,

by

President

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Agent as aforesaid,

by

Authorized Officer

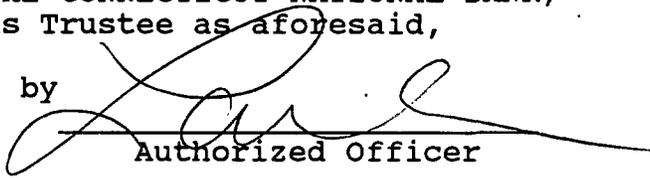
CHEMICAL BANK,

by

Vice President

THE CONNECTICUT NATIONAL BANK,
as Trustee as aforesaid,

by



Authorized Officer

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

OAKWAY, INC.,

by

President

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as Agent as aforesaid,

by

Authorized Officer

CHEMICAL BANK,

by

Vice President

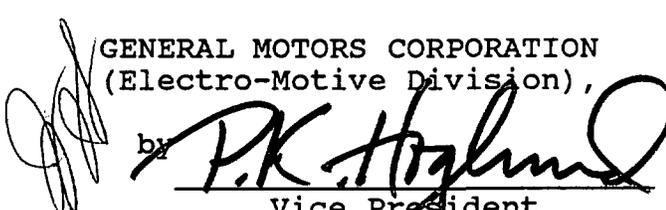
THE CONNECTICUT NATIONAL BANK, as Trustee as aforesaid,

by

Authorized Officer

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

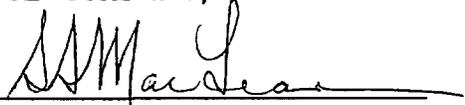
by



Vice President

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY,

by



Senior Investment Officer.

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY,
By CIGNA Investments, Inc.

by

INA LIFE INSURANCE COMPANY,
By CIGNA Investments, Inc.

by

CONNECTICUT MUTUAL LIFE
INSURANCE CO.,

by

ALLSTATE LIFE INSURANCE
COMPANY,

by

by

Authorized Signatories

LINCOLN BENEFIT LIFE COMPANY,

by

by

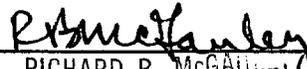
Authorized Signatories

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY,

by

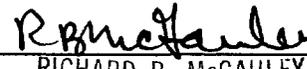
CONNECTICUT GENERAL LIFE
INSURANCE COMPANY,
By CIGNA Investments, Inc.

by


RICHARD B. MCGAULEY
VICE PRESIDENT.

INA LIFE INSURANCE COMPANY,
By CIGNA Investments, Inc.

by


RICHARD B. MCGAULEY
VICE PRESIDENT
CONNECTICUT MUTUAL LIFE
INSURANCE CO.,

by

ALLSTATE LIFE INSURANCE
COMPANY,

by

by

Authorized Signatories

LINCOLN BENEFIT LIFE COMPANY,

by

by

Authorized Signatories

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY,

by

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY,
By CIGNA Investments, Inc.

by

INA LIFE INSURANCE COMPANY,
By CIGNA Investments, Inc.

by

CONNECTICUT MUTUAL LIFE
INSURANCE COMPANY,

by



Kenneth D. Anderson
Senior Investment Officer

ALLSTATE LIFE INSURANCE
COMPANY,

by

by

Authorized Signatories

LINCOLN BENEFIT LIFE COMPANY,

by

by

Authorized Signatories

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY,

by _____

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY,
By CIGNA Investments, Inc.

by _____

INA LIFE INSURANCE COMPANY,
By CIGNA Investments, Inc.

by _____

CONNECTICUT MUTUAL LIFE
INSURANCE CO.,

by _____

ALLSTATE LIFE INSURANCE
COMPANY,

by JM Birmingham

by James H. Bell

Authorized Signatories

LINCOLN BENEFIT LIFE COMPANY,

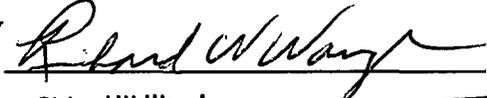
by JM Birmingham

by James H. Bell

Authorized Signatories

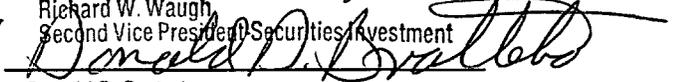
PRINCIPAL MUTUAL LIFE
INSURANCE COMPANY,

by



by

Richard W. Waugh,
Second Vice President Securities Investment



Donald D. Brattebo
Associate Director-Securities Investment

KNIGHTS OF COLUMBUS,

by

Supreme Knight

MIMLIC ASSET MANAGEMENT COM-
PANY,

by

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK,

by

BANKERS LIFE INSURANCE
COMPANY OF NEBRASKA,

by

RESERVE LIFE INSURANCE
COMPANY,

by

PRINCIPAL MUTUAL LIFE
INSURANCE COMPANY,

by

by

KNIGHTS OF COLUMBUS,

SK
SAS by

George R. Humphrey
Assistant Supreme Secretary

MIMLIC ASSET MANAGEMENT COM-
PANY,

by

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK,

by

BANKERS LIFE INSURANCE
COMPANY OF NEBRASKA,

by

RESERVE LIFE INSURANCE
COMPANY,

by

PRINCIPAL MUTUAL LIFE
INSURANCE COMPANY,

by _____

by _____

KNIGHTS OF COLUMBUS,

by _____

Supreme Knight

The Minnesota Mutual Life Insurance Company
MIMLIC ASSET MANAGEMENT COM-
PANY,

by


JOHN A. CLYMER, VICE PRESIDENT

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK,

by _____

BANKERS LIFE INSURANCE
COMPANY OF NEBRASKA,

by _____

RESERVE LIFE INSURANCE
COMPANY,

by _____

PRINCIPAL MUTUAL LIFE
INSURANCE COMPANY,

by

by

KNIGHTS OF COLUMBUS,

by

Supreme Knight

MIMLIC ASSET MANAGEMENT COM-
PANY,

by

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK,

by

Peter W. Oliver

PETER W. OLIVER
ASSISTANT VICE PRESIDENT

BANKERS LIFE INSURANCE
COMPANY OF NEBRASKA,

by

RESERVE LIFE INSURANCE
COMPANY,

by

PRINCIPAL MUTUAL LIFE
INSURANCE COMPANY,

by

by

KNIGHTS OF COLUMBUS,

by

Supreme Knight

MIMLIC ASSET MANAGEMENT COM-
PANY,

by

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK,

by

BANKERS LIFE INSURANCE
COMPANY OF NEBRASKA,

by



Jon C. Headrick
Vice President-
Securities

RESERVE LIFE INSURANCE
COMPANY,

by

PRINCIPAL MUTUAL LIFE
INSURANCE COMPANY,

by

by

KNIGHTS OF COLUMBUS,

by

Supreme Knight

MIMLIC ASSET MANAGEMENT COM-
PANY,

by

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK,

by

BANKERS LIFE INSURANCE
COMPANY OF NEBRASKA,

by

RESERVE LIFE INSURANCE
COMPANY,

by

Judith A. Hattis

MIDLAND NATIONAL LIFE INSURANCE COMPANY,

by Wesley A. Rydbeck

THE FRANKLIN LIFE INSURANCE COMPANY,

by _____

by _____

WOODMEN ACCIDENT AND LIFE COMPANY,

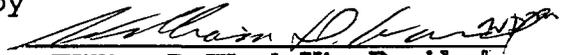
by _____

MIDLAND NATIONAL LIFE INSURANCE COMPANY,

by

THE FRANKLIN LIFE INSURANCE COMPANY,

by


William D. Ward, Vice President

by


Elizabeth E. Arthur, Assistant Secretary

WOODMEN ACCIDENT AND LIFE COMPANY,

by

MIDLAND NATIONAL LIFE INSUR-
ANCE COMPANY,

by

THE FRANKLIN LIFE INSURANCE
COMPANY,

by

by

WOODMEN ACCIDENT AND LIFE
COMPANY,

by

H. A. Wiebers

H. A. Wiebers
Senior Vice President
and Treasurer

STATE OF NEW JERSEY,)
) ss.:
COUNTY OF UNION,)

On this ^{8th} day of December 1986, before me personally appeared R.C. Connolly to me personally known, who, being by me duly sworn, says that he is ~~an~~ Vice President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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. *Executive*

[Notarial Seal]

My Commission expires 3/30/88

Marton Nechuta

Notary Public
MARTON NECHUTA

Notary Public of New Jersey

My Commission Expires Mar. 30, 1988

Registered in Union County

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association 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 national association.

[Notarial Seal]

My Commission expires

Notary Public

STATE OF NEW JERSEY,)
) ss.:
COUNTY OF UNION,)

On this day of December 1986, before me personally appeared to me personally known, who, being by me duly sworn, says that he is a Vice President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

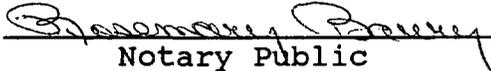
Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1986, before me personally appeared MASON M. LEMONT , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association 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 national association.



Notary Public

ROSEMARY BARRY
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1991

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this 8th day of December 1986, before me personally appeared LAURA CROWLEY, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association 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 national association.


Notary Public

DEBRA A. CARLEY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1990

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this _____ day of December 1986, before me personally appeared _____ to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]
My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1986, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association 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 national association.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *10th* day of December 1986, before me personally appeared P. K. HOGLUND to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Notary Public

[Notarial Seal]
My Commission expires *3-25-89*

APPENDIX I
TO
PARTICIPATION AGREEMENT

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY John Hancock Place P.O. Box 111 Boston, Massachusetts 02117	10/30/86 11/26/86 12/30/86	\$ 9,124,178*

Attention of Bond and
Corporate Finance
Department.

All payments on account of
principal and interest shall
be made by bank wire
transfer of immediately
available funds for credit
to:

THE FIRST NATIONAL BANK OF
BOSTON
100 Federal Street
Boston, Massachusetts 02110
Account of:
John Hancock Mutual Life
Insurance Company,
Account No. 279-80008.

On order of Oakway, Inc.
(Lessee).

Contemporaneous with the
above wire transfer, advice
setting forth (1) the full
name, interest rate and
maturity date of the certif-
icates or other obligations;
(2) allocation of payment
between principal and inter-
est and any special payment;
and (3) name and address of
Bank (or Trustee) from which

*Not available after 12/30/86.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
-------------------------	----------------------	-------------------

wire transfer was sent, shall be delivered or mailed to:

JOHN HANCOCK MUTUAL LIFE
 INSURANCE COMPANY
 Attention of Securities
 Administration T-56
 John Hancock Place
 P.O. Box 111
 Boston, Massachusetts 02117

All other communications shall be forwarded to the following address:

John Hancock Mutual Life
 Insurance Company
 John Hancock Place
 P.O. Box 111
 Boston, Massachusetts 02117

Attention of Bond and
 Corporate Finance Department T-57.

JOHN HANCOCK MUTUAL LIFE	10/30/86	\$6,843,133.50*
INSURANCE COMPANY	11/26/86	
John Hancock Place	12/30/86	
P.O. Box 111		
Boston, Massachusetts 02117		

Attention of Bond and
 Corporate Finance
 Department.

All payments on account of principal and interest shall be made by bank wire trans-

*Not available after 12/30/86.

Name and Address

Deposit Dates

Commitment

fer of immediately available funds for credit to:

THE FIRST NATIONAL BANK OF
BOSTON
100 Federal Street
Boston, Massachusetts 02110
Account of:
John Hancock Mutual Life
Insurance Company, GBSA
Account
Account No. 535-84164

On order of Oakway, Inc.
(Lessee).

Contemporaneous with the above wire transfer, advice setting forth (1) the full name, interest rate and maturity date of the certificates or other obligations; (2) allocation of payment between principal and interest and any special payment; and (3) name and address of Bank (or Trustee) from which wire transfer was sent, shall be delivered or mailed to:

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY
Attention of Securities
Administration T-56
John Hancock Place
P.O. Box 111
Boston, Massachusetts 02117

All other communications shall be forwarded to the following address:

John Hancock Mutual Life
Insurance Company
John Hancock Place
P.O. Box 111
Boston, Massachusetts 02117
Attention of Bond and Corporate Finance Department T-57.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
CONNECTICUT GENERAL LIFE INSURANCE COMPANY c/o CIGNA Investments, Inc. Hartford, Connecticut 06152	1/29/87	\$4,554,159*
Attention of Private Place- ment Department.		

(1) In the case of all pay-
ments on account of the
Notes:

By crediting in the form of
bank wire transfer of
Federal or other immediately
available funds, providing
sufficient information to
identify the source of the
transfer, and the amount of
interest and/or principal,
to Connecticut General Life
Insurance Company Account
No. 201-012-7 at:

*Not available before 1/2/87.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
-------------------------	----------------------	-------------------

The Connecticut Bank and Trust Company, National Association
 One Constitution Plaza
 Hartford, Connecticut 06115

(2) In the case of all notices with respect to payments:

Connecticut General Life Insurance Company
 c/o CIGNA Investments, Inc.
 Hartford, Connecticut 06152

Attention of Securities Accounting Department.

(3) In the case of all other communications:

Connecticut General Life Insurance Company
 c/o CIGNA Investments, Inc.
 Hartford, Connecticut 06152

Attention of Private Placement Department

INA LIFE INSURANCE COMPANY
 c/o CIGNA Investments, Inc.
 Hartford, Connecticut 06152

1/29/87

\$3,187,911*

Attention of Private Placement Department

(1) In the case of all payments on account of the Notes:

By crediting in the form of bank wire transfer of Federal or other immediately available funds, providing

* Not available before 1/2/87.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
-------------------------	----------------------	-------------------

sufficient information to identify the source of the transfer, and the amount of interest and/or principal, to the account of ZANDE & Co.

Morgan Guaranty Trust Company
of New York
c/o Custody Services Department,
Reference Z
23 Wall Street
New York, N.Y. 10015

- (2) In the case of all notices with respect to payments:

INA Life Insurance Company
c/o CIGNA Investments, Inc.
Hartford, Connecticut 06152

Attention of Securities
Accounting Department

- (3) In the case of all other communications:

INA Life Insurance Company
c/o CIGNA Investments, Inc.
Hartford, Connecticut 06152

Attention of Private Placement Department.

- (4) Note to be registered in the name of ZANDE & Co.

CONNECTICUT MUTUAL LIFE
INSURANCE COMPANY
140 Garden Street
Hartford, Connecticut 06154

10/30/86
11/26/86
12/30/86

\$4,562,089*

Attention of Private
Placement Department.

* Not available after 12/30/86.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
Payments by wire transfer of immediately available funds to The Connecticut Bank and Trust Company, National Association, for account of Connecticut Mutual Life Insurance Co., Account No. 000-051-5, One Constitution Plaza, Hartford, Connecticut 06115 (with sufficient information to identify the source and application of such funds) with notice of such payment to Connecticut Mutual Insurance Co., attention of Banking Services Department.		

Certificate of Interest to be registered in the name of Garden St. Co.

ALLSTATE LIFE INSURANCE COMPANY	10/30/86	\$3,193,462*
Allstate Plaza	11/26/86	
Northbrook, Illinois 60062	12/30/86	

Attention of Investment Department

- (1) All payments by wire transfer of immediately available funds to its Account No. 23-81435 in:

Harris Trust and Savings Bank
 (ABA #0710-0028-8)
 111 West Monroe Street
 Chicago, Illinois 60690

Attention of Trust Collection Department

* Not available after 12/30/86.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
-------------------------	----------------------	-------------------

with sufficient information to identify the source and application of such funds.

- (2) All notices of payments, written confirmations of such wire transfers and all other communications to be sent to:

Allstate Life Insurance Company
 Allstate Plaza North
 Northbrook, Illinois 60062

Attention of Investment Department--Taxable Fixed Income Division E2

- (3) Securities to be delivered to:

Harris Trust and Savings Bank
 111 West Monroe Street
 Chicago, Illinois 60690

Attention of Trust General Securities Cage, 5C

for Allstate Life Insurance Company/Life Excess Interest Account No. 23-81435

LINCOLN BENEFIT LIFE COMPANY	10/30/86	\$1,368,627*
c/o Allstate Plaza North	11/26/86	
Northbrook, Illinois 60062	12/30/86	

Attention of Investment Department

- (1) All payments by wire transfer of immediately available funds to its Account No. 191-128 in:

* Not available after 12/30/86.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
-------------------------	----------------------	-------------------

FirstTier Bank (ABA #1040000-32)
 13th and M Streets
 Lincoln, Nebraska 68501

with sufficient information
 to identify the source and
 application of such funds.

- (2) All notices of payments
 and all other communi-
 cations to be sent to:

Lincoln Benefit Life Company
 P.O. Box 80469
 Lincoln, Nebraska 68501

Attention of Ms. Janet
 Anderbery

with a copy to:

Lincoln Benefit Life Company
 c/o Allstate Plaza North
 Northbrook, IL 60062

Attention of Investment
 Department--Taxable Fixed
 Income Division E2

- (3) Securities to be
 delivered to:

Lincoln Benefit Life Company
 P.O. Box 80469
 Lincoln, Nebraska 68501

Attention of Ms. Janet
 Anderbery

PRINCIPAL MUTUAL LIFE	10/30/86	\$2,281,044.50*
INSURANCE COMPANY	11/26/86	
711 High Street	12/30/86	
Des Moines, Iowa 50309		

Attention of Investment
 Department, Securities
 Division.

* Not available after 12/30/86.

Name and Address

Deposit Dates

Commitment

All payments by bank wire transfer to Norwest Bank Des Moines N.A., 7th and Walnut Street, Des Moines, Iowa 50309 for credit to Principal Mutual Life Insurance Company, General Account No. 014752. Each payment to be identified as to principal or interest or both on bond No. 1-B-21472.

All notices to this Investor shall be addressed to it at the address first shown above.

KNIGHTS OF COLUMBUS	10/30/86	\$2,281,044.50*
One Columbus Plaza	11/26/86	
New Haven, Connecticut 06597	12/30/86	

Attention of Investment Department.

Payments by bank wire transfer of immediately available funds providing sufficient information as to issuer, security and principal and interest to The Connecticut Bank and Trust Company, 100 Constitution Plaza, Hartford, Connecticut 06115, for credit to Account No. 081-666-3.

Notices of payment to Knights of Columbus, One Columbus Plaza, New Haven, Connecticut 06507, Attention of Accounting Department. All other notices Attention of Investment Department.

* Not available after 12/30/86.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
THE MINNESOTA MUTUAL LIFE INSURANCE COMPANY 400 North Robert Street St. Paul, Minnesota 55101	10/30/86 11/26/86 12/30/86	\$2,281,044.50*

Attention of MINLIC Asset
Management Company.

Payments by wire transfer of
immediately available funds
to the Federal Reserve Bank
of Minneapolis for the
account of The First
National Bank of St. Paul,
332 Minnesota Street, St.
Paul, Minnesota 55101 for
credit to The Minnesota
Mutual Life Insurance Com-
pany, Account No. 10-00600
(with sufficient information
to identify the source and
application of funds).

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, 1740 Broadway New York, N.Y. 10019	10/30/86 11/26/86 12/30/86	\$2,281,044.50*
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Attention of Securities
Investment Department.

Payments by wire transfer of
immediately available funds
to Chemical Bank, Columbus
Circle Branch, for credit to
Security Remittance Account
No. 321-023803 with
sufficient information
(including interest rate and
maturity) to identify the
source and application of
payments.

*Not available after 12/30/86.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
BANKERS LIFE INSURANCE COMPANY OF NEBRASKA 5900 O Street Lincoln, Nebraska 68510	10/30/86 11/26/86 12/30/86	\$912,417.50*

Attention of Financial
Department.

Payments by bank wire
transfer of immediately
available funds to FirstTier
Bank--Lincoln N.A., 13th and
M Streets, Lincoln, Nebraska
68508, for credit to Bankers
Life Insurance Company of
Nebraska, Account
No. 070-018 with instruction
to the Bank to give
telephonic confirmation to
the Financial Department.

RESERVE LIFE INSURANCE COMPANY 403 South Akard Street Dallas, Texas 75202	10/30/86 11/26/86 12/30/86	\$456,209*
--	----------------------------------	------------

Attention of Mr. Frederic A.
Gottschalk, Investment
Department.

Payments by bank wire
transfer of immediately
available funds to Irving
Trust Company, 1 Wall Street,
New York, N.Y. 10015, for
credit to Reserve Life
Insurance Company, Account
No. 7100605, with instruc-
tion to the Trust Company to
give telephonic confirmation
to the Investment Department.

* Not available after 12/30/86.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
MIDLAND NATIONAL LIFE INSURANCE COMPANY One Midland Plaza Sioux Falls, South Dakota 57193	10/30/86 11/26/86 12/30/86	\$456,209*

Attention of Mr. William A.
Rigsbee, President.

Payments by bank wire
transfer of immediately
available funds to Norwest
Bank--South Dakota N.A.,
101 North Phillip Avenue,
P.O. Box 1028, Sioux Falls,
South Dakota 57117-1028, for
credit to Midland National
Life Insurance Company,
Account No. 11-332 with
instruction to the Bank to
give telephonic confirmation
to the Company.

* Not available after 12/30/86.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
THE FRANKLIN LIFE INSURANCE COMPANY Franklin Square Springfield, Illinois 62713	1/29/87	\$912,417.50*

Attention of Investment
Department.

All payments shall be made
by wire or interbank
transfer of immediately
available funds to Morgan
Guaranty Trust Company of
New York, 23 Wall Street,
New York, N.Y. 10015,
Attention of Money Transfer
Department, a/c The Franklin
Life Insurance Company,
Account No. 022-05-988. All
notices of such payments and
written confirmation of such
wire or interbank transfers
shall be delivered or mailed
to: Franklin Square,
Springfield, Illinois 62713,
Attention of Treasurer.

In the case of all other
communications: Franklin
Square, Springfield,
Illinois 62713, Attention of
Investment Department.

*Not available until 1/2/87.

<u>Name and Address</u>	<u>Deposit Dates</u>	<u>Commitment</u>
WOODMEN ACCIDENT AND LIFE COMPANY P. O. Box 82288 1526 K Street Lincoln, Nebraska 68501	10/30/86 11/26/86 12/30/86	\$456,209*

Attention of Investment
Division.

Payment by wire transfer of
Federal Funds to FirstTier
Bank Lincoln, for deposit in
the Woodmen Accident and
Life Company, General Fund
Account No. 092-909, with
sufficient notation to
identify the source and
application of such funds.

Certificate to be registered
in the name of Woodmen
Accident and Life Company
and delivered to George
Bahe, Vice President,
Security Accounting
Division, Harris Trust and
Savings Bank, 111 West
Monroe Street, Chicago,
Illinois 60690

\$45,151,199.50

* Not available after 12/30/86.

APPENDIX II
TO
PARTICIPATION AGREEMENT

Chemical Bank
110 East 59th Street (4th Floor)
New York, New York 10022

Attention of Manager, Specialized Leasing Group

All payments by wire transfer to:

Chemical Bank
Attention Specialized Leasing Group
300 Jericho Quad
Jericho, New York 11753
Routing ABA # 021000 12810

ANNEX A
to
Participation Agreement
[CS&M Ref. 2046-384]

Conditional Sale Agreement No. 1 dated as of October 15, 1986, as amended as of November 15, 1986 (Secured by Lease Obligations of the Lessee named below)

CERTIFICATE OF INTEREST

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION ("Agent") hereby acknowledges receipt from ("Investor")

of (\$), such sum having been paid by the Investor under and pursuant to the terms and conditions of a Participation Agreement No. 1 dated as of October 15, 1986, as amended as of November 15, 1986 ("Participation Agreement"), among Oakway, Inc. (Lessee"), the Agent, The Connecticut National Bank, as Trustee ("Trustee"), under a Trust Agreement No. 1 dated as of October 15, 1986, as amended as of November 15, 1986, with Chemical Bank ("Owner"), the Owner, General Motors Corporation (Electro-Motive Division) ("Maintenance Contractor"), the Investor and the other institutional investors named in Appendix I thereto. By reason of such payment the Investor has an interest in a principal amount equal to such sum in the CSA Indebtedness (as defined in the Conditional Sale Agreement No. 1 hereinafter mentioned) and in and to (i) the Conditional Sale Agreement No. 1 dated as of October 15, 1986, as amended as of November 15, 1986, (the "CSA"), between the Trustee and General Motors Corporation (Electro-Motive Division) ("Builder") and the railroad equipment covered by the CSA, (ii) the Agreement and Assignment No. 1 dated as of October 15, 1986, as amended as of November 15, 1986, between the Builder and the Agent, (iii) the Lease of Railroad Equipment No. 1 dated as of October 15, 1986, as amended as of November 15, 1986, between the Lessee and the Trustee, (iv) the Assignment of Lease and Agreement No. 1 dated as of October 15, 1986, as amended as of November 15, 1986, between the Trustee and the Agent, (v) the Electrical Power Purchase Agreement dated as of October 15, 1986, between the Lessee and Burlington Northern Railroad Company ("Power Purchaser"), (vi) the Assignment of the Power Purchase Agreement No. 1 dated as of October 15, 1986, as amended as of November 15, 1986, among the Lessee, the Agent and the Trustee and the related Power Purchaser Consent No. 1, (vii) the Maintenance Agreement dated as of October 15, 1986, between the Lessee and the Maintenance Contractor, (viii) the Assignment of the Maintenance Agreement No. 1 dated as of October 15, 1986, as amended as of November 15, 1986, among the Lessee, the Agent

and the Trustee and the related Maintenance Contractor Consent No. 1, and (ix) all cash and other property from time to time held by the Agent under the Participation Agreement, except to the extent that installments of such principal amount shall have been paid.

Under the terms of the CSA (subject to the rights of prepayment contained therein in the event of a Casualty Occurrence as defined therein) and the Participation Agreement (i) such principal amount is payable in 28 installments, on June 30 and December 31 of each year commencing June 30, 1987 (each such date being hereinafter called a "Payment Date"), calculated as provided in the CSA, (ii) such principal amount bears interest from the date hereof on the unpaid portion thereof from time to time outstanding at the rate of 9-3/8% per annum, payable on June 30 and December 31 in each year, commencing December 31, 1986, and (iii) all such principal and interest remaining unpaid after the same shall have become due and payable bears interest at the rate of 10-3/8% per annum. The Agent has furnished or promptly will furnish to the Investor a schedule of payments reflecting the dates and amounts of principal and interest payments to be made in respect of the interests of the Investor. All payments received by the Agent in accordance with the terms of the Participation Agreement and the CSA shall be disbursed by the Agent in accordance with the terms and conditions of the Participation Agreement.

The interests of the Investor referred to in this Certificate of Interest may not be transferred except in the manner provided for in Paragraphs 5 and 20 of the Participation Agreement and subject to the terms, conditions and limitations provided therein.

Dated:

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Agent under the Partici-
pation Agreement,

by

Authorized Officer

INQUIRY SHOULD BE MADE TO THE AGENT IF CERTIFICATION
AS TO BALANCE DUE HEREUNDER IS REQUIRED.

ANNEX B
TO
PARTICIPATION AGREEMENT NO. 1

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Estimated* Unit Base Price</u>	<u>Estimated* Total Base Price</u>	<u>Estimated Time and Place of Delivery</u>
3,800 h.p. Model SD-60 diesel-electric locomotive	EMD	GM Locomotive Specification 8128, Amendment 8128-3 as supplemented by Final Specification Supplement dated 10/15/86	La Grange, Illinois	50	OWY 9000-9099**	\$1,282,977.16	\$64,148,858	October 1986, through January 1987, at Clyde, Illinois
						For deliveries on or before 12/31/86		
						For deliveries after 12/31/86		
						\$1,170,749.14	\$58,537,457	

* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.

** Units delivered and accepted hereunder will bear road numbers within the range indicated. When all deliveries have been completed the table will be amended to show the specific road number of each unit so delivered and accepted.

APPENDIX A TO PARTICIPATION AGREEMENT NO. 1

Type	Builder	Builder's Specifications	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Estimated* Unit Base Price	Estimated* Total Base Price	Estimated Time and Place of Delivery
3,800 h.p. Model SD-60 diesel-electric locomotive	EMD	GM Locomotive Specification 8128, Amendment 8128-3 as supplemented by Final Specification Supplement dated 10/15/86	La Grange, Illinois	50	OMY 9000-9099**	\$1,282,977.16	\$64,148,858	October 1986, through January 1987, at Clyde, Illinois
						For deliveries on or before 12/31/86		
						For deliveries after 12/31/86		
						\$1,170,749.14	\$58,537,457	

* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.

** Units delivered and accepted hereunder will bear road numbers within the range indicated. When all deliveries have been completed the table will be amended to show the specific road number of each unit so delivered and accepted.

AMENDED AND RESTATED ASSIGNMENT OF POWER PURCHASE AGREEMENT dated as of November 15, 1986, among OAKWAY, INC., a New Jersey Corporation ("Oakway"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as Agent ("Agent") under a Participation Agreement dated as of October 15, 1986, as amended as of November 15, 1986 ("Participation Agreement No. 1"), and THE CONNECTICUT NATIONAL BANK, acting not in its individual capacity but solely in its capacity as Trustee ("Trustee") under a Trust Agreement ("Trust Agreement No. 1") dated as of October 15, 1986, as amended as of November 15, 1986, with CHEMICAL BANK, a New York banking corporation ("Owner").

WHEREAS this Amended and Restated Assignment of Power Purchase Agreement completely amends and restates the Assignment of Power Purchase Agreement dated as of October 15, 1986, among Oakway, the Agent and the Trustee;

WHEREAS the Trustee has entered into a Conditional Sale Agreement dated as of October 15, 1986, as amended as of November 15, 1986 ("CSA") with General Motors Corporation (Electro-Motive Division) ("EMD"), providing for the sale to the Trustee of 50 units of railroad equipment ("Units") described in Annex B thereto as are delivered to and accepted by the Trustee thereunder;

WHEREAS the Trustee and Oakway have entered into a Lease of Railroad Equipment dated as of October 15, 1986, as amended as of November 15, 1986 ("Lease No. 1") providing for the leasing by the Trustee to Oakway of the Units;

WHEREAS the Units will be made available by Oakway to Burlington Northern Railroad Company, a Delaware corporation ("Power Purchaser"), pursuant to an Electrical Power Purchase Agreement ("Electrical Power Agreement") dated as of October 15, 1986, between Oakway and the Power Purchaser;

WHEREAS EMD has agreed to provide maintenance for the Units pursuant to a Maintenance Agreement dated as of October 15, 1986 (the "Maintenance Agreement") between Oakway and EMD;

WHEREAS the term "Assignee" hereunder (i) shall mean the Agent until the full discharge and satisfaction of

all sums and other obligations due to the Agent from the Trustee under the CSA, and (ii) thereafter, shall mean Trustee;

WHEREAS the transaction contemplated by Participation Agreement No. 1 is hereafter called "Transaction No. 1";

WHEREAS the parties to Participation Agreement No. 1 are concurrently entering into documents substantially similar to Participation Agreement No. 1 and its related documents to finance the purchase and lease of another 50 units of Equipment and, for convenience of reference, that transaction is hereafter called "Transaction No. 2";

WHEREAS in order to provide security for the obligations of the Trustee under the CSA and to provide security for the obligations of the Lessee to the Trustee under Lease No. 1 and as an inducement to the Agent to invest in the CSA Indebtedness (as defined in paragraph 4.3(b) of the CSA) and as an inducement to the Trustee to furnish a portion of the Purchase Price (as defined in paragraph 4.1 of the CSA) of the Units, Oakway agrees to assign for security purposes certain of its rights in, to and under the Power Purchase Agreement to the Assignee;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Oakway hereby assigns, transfers and sets over unto the Assignee, as security as aforesaid, its Proportionate Share (as hereinafter defined) of all Oakway's rights, titles and interests, powers, privileges and other benefits under the Electrical Power Agreement, including, without limitation, the immediate right to receive and collect its Proportionate Share of all sums payable to or receivable by Oakway from the Power Purchaser under or pursuant to the provisions of the Electrical Power Agreement whether as payments, settlement payments, indemnity, liquidated damages or otherwise (such sums, other than the Excluded Indemnity defined below, being hereinafter called "Payments"), and the right to the extent of its Proportionate Share to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in the Electrical Power Agreement, and to do to the extent of its Proportionate Share any and all

other things whatsoever which Oakway is or may become entitled to do under the Electrical Power Agreement; pro-
vided, however, that, notwithstanding the foregoing, Oakway, the Trustee and the Owner under Transaction No. 1 shall be entitled to any payments made under the Electrical Power Agreement constituting indemnity in favor of Oakway or measured by the indemnity obligations of Oakway under Lease No. 1 in favor of the Trustee or such Owner or included in Section 2(b) of the Power Purchaser Consent No. 1 (as defined in the Participation Agreement No. 1), which payments are excluded from this Assignment ("Excluded Indemnity"). In furtherance of the foregoing assignment, Oakway hereby irrevocably authorizes and empowers the Assignee in its own name, or in the name of its nominee, or in the name of Oakway or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which Oakway is or may become entitled under the Electrical Power Agreement and to enforce compliance by the Power Purchaser with all the terms and provisions thereof.

As used herein, the term "Proportionate Share" shall mean (i) with respect to Payments made under the Electrical Power Agreement for Power (as therein defined) and with respect to payments to be made to Oakway, the portion of such Payments as are represented by a fraction the numerator of which is the number of Units subject to Lease No. 1 and the denominator of which is the aggregate number of units subject to Lease No. 1 and Lease No. 2, (ii) with respect to Payments which are settlement payments, the portion of such Payments as are attributable to casualty occurrences under Transaction No. 1, (iii) with respect to Payments made with respect to indemnity, liquidated damages or otherwise, the portion thereof corresponding to the liability of the Lessee therefor arising under Transaction No. 1 and (iv) with respect to all other rights, titles and interests, power, privileges and other benefits under the Electrical Power Agreement, the portion thereof which is necessary and proper for the Assignee to exercise and enforce its rights under Transaction No. 1.

The Assignee agrees to accept any Payments made by the Power Purchaser for the account of Oakway pursuant to the Electrical Power Agreement with respect to Transaction No. 1. To the extent received, the Assignee will apply such payments on the same day "first", to satisfy the obligations then due (whether or not such obligations are non recourse) of the Trustee under the CSA (which satisfaction shall be deemed to satisfy, to the extent of such payments, the obligations of Oakway to the Trustee under Lease No. 1), and, so long as no event of default or event which with the

lapse of time and/or demand provided for in the CSA could constitute an event of default thereunder, shall have occurred and be continuing, "second", to pay to such Owner an amount equal to each rental or Casualty Value payment payable under Lease No. 1 less the amount distributed in respect thereof under "first" (which payment shall likewise be deemed to satisfy, to the extent of such payment, the obligations of Oakway to the Trustee under Lease No. 1), "third", to Oakway an amount equal to a Proportionate Share of \$45,328.90, but in the case of "third" only from regularly scheduled semi-annual payments for Power under the Electrical Power Agreement or, in the case of a termination of the Electrical Power Agreement pursuant to Section 6(b), a Proportionate Share of an amount calculated as "net present value" thereunder, "fourth", to pay the invoices of EMD relating to Units in Transaction No. 1 submitted to the Assignee, as assignee of Oakway, pursuant to the Maintenance Agreement, "fifth", with respect to payments due on December 31, 1986, and June 30, 1987, any balance to the Power Purchaser, and, thereafter, any balance to Oakway. If the Agent shall on any date not receive sufficient payments under the Electrical Power Agreement to satisfy all the obligations then due under clause first of the next preceding sentence, the Agent shall notify the Trustee, such Owner and the Power Purchaser by telephone, confirmed in writing, at its address set forth in the Lease; provided, however, that the failure of the Agent so to notify the Trustee, such Owner and the Power Purchaser shall not affect the obligations of the Trustee under the CSA, except that the Assignee may not make a Declaration of Default (as defined in paragraph 16.1 of the CSA) based solely on an event of default under subparagraph (a) of said paragraph 16.1 arising solely by reason of the failure of the Power Purchaser to make any such payment which would not constitute an event of default under subparagraph (f) of said paragraph 16.1 if the Trustee complies with the provisions thereof, unless such event of default is not remedied within five days after notification is given as aforesaid.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify the liability of Oakway under the Electrical Power Agreement, it being agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of Oakway to the Power Purchaser shall be and remain enforceable by the Power Purchaser, its successors and assigns, against, and only against, Oakway or persons other than the Assignee, the Trustee or such Owner.

3. Oakway will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Electrical Power Agreement provides are to be performed by Oakway; without the written consent of the Assignee, Oakway will not anticipate the payments under the Electrical Power Agreement or waive, excuse, condone, forgive or in any manner release or discharge the Power Purchaser thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Power Purchaser, including, without limitation, the obligation to make payments in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Electrical Power Agreement and Oakway agrees that any amendment, modification or termination thereof without such consent shall be void.

4. Oakway does hereby constitute the Assignee Oakway's true and lawful attorney, irrevocably, with full power (in the name of Oakway, or otherwise), to ask, require, demand, receive, compound and give acquittance for its Proportionate Share of any and all Payments due and to become due under or arising out of the Electrical Power Agreement to which Oakway is or may become entitled, to enforce compliance by the Power Purchaser with all the terms and provisions of the Electrical Power Agreement, to endorse any checks or other instruments or orders in connection therewith and to file any claim or take any action or institute any proceedings which to the Assignee may seem to be necessary or advisable in the premises in respect of Transaction No. 1.

5. Upon the full discharge and satisfaction of all sums and other obligations due from the Trustee under the CSA and upon the full discharge and satisfaction of all sums and other obligations due from the Lessee under Lease No. 1, this Assignment and all rights herein assigned to the Assignee shall terminate, and all estate, right, title and interest of the Assignee in and to the Electrical Power Agreement shall revert to Oakway. Promptly following such full discharge and satisfaction, the Assignee agrees that it will advise Oakway and the Power Purchaser in writing that no further payments under the Electrical Power Agreement are to be made to the Assignee in respect of Transaction No. 1.

6. Oakway will, from time to time, execute, acknowledge and deliver any and all further instruments reasonably requested by the Assignee in order to confirm or further assure, the interest of the Assignee hereunder.

7. The Assignee may assign all or any of the rights assigned to it hereby or arising under the Electrical Power Agreement, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and the Uniform Commercial Code of New Jersey.

9. Oakway shall cause copies of all notices received in connection with the Electrical Power Agreement and all payments hereunder to be promptly delivered or made to the Assignee.

10. The Assignee hereby agrees with Oakway, the Trustee and the Owner, as third party beneficiaries, that the Assignee will not, while the Assignee is the Agent so long as no event of default ("event of default") under the CSA has occurred and is continuing or while the Assignee is the Trustee so long as no Event of Default ("Event of Default") under Lease No. 1 has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by Oakway to the Assignee by this Assignment, except the right to receive and apply the Payments as provided in paragraph 1 hereof, and that, subject to the terms of the Electrical Power Agreement, the CSA and Lease No. 1, Oakway may, so long as no event of default or Event of Default has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of Section 16 of the Electrical Power Agreement; provided, however, that Oakway, the Trustee and such Owner each may, whether or not an event of default or an Event of Default has occurred and is then continuing, exercise or enforce, or seek to exercise and enforce, its rights, powers, privileges and remedies arising out of clause (1) of the first paragraph of Section 16 of the Electrical Power Agreement in respect of amounts payable under the Electrical Power Agreement measured by any Excluded Indemnity to which it is entitled; provided further, however, that Oakway, the Trustee and such Owner shall not, without the prior written consent of the Assignee, terminate the Electrical Power Agreement or otherwise exercise or

enforce, or seek to exercise or enforce any rights, powers, privileges and remedies arising out of clause (2) of the first paragraph of Section 16 of the Electrical Power Agreement or take any action which would cause any termination of the Electrical Power Agreement.

This Assignment shall be effective upon delivery of fully executed counterparts hereof to Cravath, Swaine & Moore, at their offices in New York, New York.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

OAKWAY, INC.,

by

President

[Corporate Seal]

Attest:

Secretary

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Agent,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

THE CONNECTICUT NATIONAL BANK,
as Trustee,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1986, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association 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 national association.

Notary Public

[Notarial Seal]

My Commission expires

AMENDED AND RESTATED ASSIGNMENT OF MAINTENANCE AGREEMENT dated as of November 15, 1986, among OAKWAY, INC., a New Jersey Corporation ("Oakway"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as Agent ("Agent") under a Participation Agreement dated as of October 15, 1986, as amended as of November 15, 1986 ("Participation Agreement No. 1") and THE CONNECTICUT NATIONAL BANK, acting not in its individual capacity but solely in its capacity as Trustee ("Trustee") under a Trust Agreement ("Trust Agreement No. 1") dated as of October 15, 1986, as amended as of November 15, 1986, with CHEMICAL BANK, a New York banking corporation ("Owner").

WHEREAS this Amended and Restated Assignment of Maintenance Agreement completely amends and restates the Assignment of Maintenance Agreement dated as of October 15, 1986, among Oakway, the Agent and the Trustee;

WHEREAS the Trustee has entered into a Conditional Sale Agreement dated as of October 15, 1986, as amended as of November 15, 1986 ("CSA No. 1") with General Motors Corporation (Electro-Motive Division) ("EMD"), providing for the sale to the Trustee of 50 units of railroad equipment ("Units") described in Annex B thereto as are delivered to and accepted by the Trustee thereunder;

WHEREAS the Trustee and Oakway have entered into a Lease of Railroad Equipment dated as of October 15, 1986, as amended as of November 15, 1986 ("Lease No. 1") providing for the leasing by the Trustee to Oakway of the Units;

WHEREAS the Units will be maintained and repaired pursuant to a Maintenance Agreement ("Maintenance Agreement") dated as of October 15, 1986, between Oakway and EMD;

WHEREAS the term "Assignee" hereunder (i) shall mean the Agent until the full discharge and satisfaction of all sums and other obligations due to the Agent from the Trustee under CSA No. 1, and (ii) thereafter, shall mean the Trustee;

WHEREAS the transaction contemplated by Participation Agreement No. 1 is hereafter called "Transaction No. 1";

WHEREAS in order to provide security for the obligations of the Trustee under CSA No. 1 and to provide security for the obligations of the Lessee to the Trustee under Lease No. 1 and as an inducement to the Agent to invest in the CSA Indebtedness (as defined in paragraph 4.3(b) of CSA No. 1) and as an inducement to the Trustee to furnish a portion of the Purchase Price (as defined in paragraph 4.1 of CSA No. 1) of the Units, Oakway agrees to assign for security purposes certain of its rights in, to and under the Maintenance Agreement to the Assignee;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Oakway hereby assigns, transfers and sets over unto the Assignee, as security as aforesaid, all Oakway's rights, titles and interests, powers, privileges and other benefits under the Maintenance Agreement, including, without limitation, the immediate right to receive and collect all sums payable to or receivable by Oakway from EMD under or pursuant to the provisions of Section 7(c) of the Maintenance Agreement to the extent they relate to the Units in Transaction No. 1 (such sums being hereinafter called "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in the Maintenance Agreement, and to do any and all other things whatsoever which Oakway is or may become entitled to do under the Maintenance Agreement, in each case to the extent related to Units in Transaction No. 1; provided, however, that notwithstanding the foregoing, Oakway, the Trustee and the Owner under Transaction No. 1 shall be entitled to any payments made under the Maintenance Agreement constituting indemnity in favor of Oakway or measured by the indemnity obligations of Oakway under Lease No. 1 in favor of the Trustee or such Owner, which payments are excluded from this Assignment ("Excluded Indemnity"). In furtherance of the foregoing assignment, Oakway hereby irrevocably authorizes and empowers the Assignee in its own name, or in the name of its nominee, or in the name of Oakway or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which Oakway is or may become entitled under the Maintenance Agreement and to enforce compliance by EMD with all the terms and provisions thereof.

The Assignee agrees to accept any Payments made by EMD for the account of Oakway pursuant to the Maintenance Agreement. To the extent received, the Assignee will apply such Payments (a) if the Assignee is the Agent, to satisfy the obligations then due (whether or not such obligations are non recourse) of the Trustee under CSA No. 1 (which satisfaction shall be deemed to satisfy, to the extent of such payments, the obligations of Oakway under Lease No. 1), and, so long as no event of default or event which with the lapse of time and/or demand provided for in CSA No. 1 could constitute an event of default thereunder, shall have occurred and be continuing, any balance shall be paid to such Owner on the same date such Payment is applied to satisfy such obligations of the Trustee by bank wire to such Owner at such address as may be specified to the Agent in writing, and such balance shall be retained by such Owner, and (b) if the Assignee is the Trustee, to such Owner. If the Agent shall not receive any payment under Section 7(c) of the Maintenance Agreement when due, the Agent shall notify the Trustee and such Owner by telephone, confirmed in writing, at its address set forth in the Lease; provided, however, that the failure of the Agent to so notify the Trustee and such Owner shall not affect the obligations of the Trustee under CSA No. 1, except that the Agent may not make a Declaration of Default (as defined in paragraph 16.1 of CSA No. 1) based solely on an event of default arising solely by reason of the failure of EMD to make any such payment, unless such event of default is not remedied within five days after notification is given as aforesaid.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify the liability of Oakway under the Maintenance Agreement, it being agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of Oakway to EMD shall be and remain enforceable by EMD, its successors and assigns, against, and only against, Oakway or persons other than the Assignee.

3. Oakway will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Maintenance Agreement provides are to be performed by Oakway; without the written consent of the Assignee, Oakway will not anticipate the Payments under the Maintenance Agreement or waive, excuse, condone, forgive or in any manner release or discharge EMD thereunder of or from the obligations, covenants, conditions and agreements to be

performed by EMD, including, without limitation, the obligation to make Payments in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Maintenance Agreement and Oakway agrees that any amendment, modification or termination thereof without such consent shall be void.

4. Oakway does hereby constitute the Assignee Oakway's true and lawful attorney, irrevocably, with full power (in the name of Oakway, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Maintenance Agreement to which Oakway is or may become entitled, to enforce compliance by EMD with all the terms and provisions of the Maintenance Agreement in respect of Transaction No. 1, to endorse any checks or other instruments or orders in connection therewith and to file any claim or take any action or institute any proceedings which to the Assignee may seem to be necessary or advisable in the premises in respect of Transaction No. 1.

5. Upon the full discharge and satisfaction of all sums and other obligations due from the Trustee under CSA No. 1 and upon the full discharge and satisfaction of all sums and other obligations due from the Lessee under Lease No. 1, this Assignment and all rights herein assigned to the Assignee shall terminate, and all estate, right, title and interest of the Assignee in and to the Maintenance Agreement shall revert to Oakway. Promptly following such full discharge and satisfaction, the Assignee agrees that it will advise Oakway and EMD in writing that that no further payments under the Maintenance Agreement are to be made to the Assignee in respect of Transaction No. 1.

6. Oakway will, from time to time, execute, acknowledge and deliver any and all further instruments reasonably requested by the Assignee in order to confirm or further assure, the interest of the Assignee hereunder.

7. The Assignee may assign all or any of the rights assigned to it hereby or arising under the Power Agreement, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and the Uniform Commercial Code of New Jersey, such additional rights, if any, arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement shall be filed, recorded or deposited or in which any unit of Equipment shall be located, and such rights, if any, arising out of the marking of Equipment.

9. Oakway shall cause copies of all notices received in connection with the Maintenance Agreement and all Payments thereunder to be promptly delivered or made to the Assignee.

10. The Assignee hereby agrees with Oakway that the Assignee will not, while the Assignee is the Agent so long as no event of default ("event of default") under CSA No. 1 has occurred and is continuing or while the Assignee is the Trustee so long as no Event of Default ("Event of Default") under Lease No. 1 has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by Oakway to the Assignee by this Assignment, except the right to receive and apply the Payments as provided in paragraph 1 hereof, and that, subject to the terms of the Maintenance Agreement, CSA No. 1 and Lease No. 1, Oakway may, so long as no event of default or Event of Default has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of Section 16(1) of the Maintenance Agreement; provided, however, that Oakway, the Trustee and such Owner may, whether or not an event of default or an Event of Default has occurred and is then continuing, exercise or enforce, or seek to exercise and enforce, its rights, powers, privileges and remedies arising out of Section 16(1) of the Maintenance Agreement in respect of any Excluded Indemnity to which they are entitled; provided further, however that Oakway, the Trustee and such Owner shall not, without the prior written consent of the Assignee, terminate the Maintenance Agreement or otherwise exercise or enforce, or seek to exercise or enforce any rights, powers, privileges and remedies arising out of Section 16(2) of the Maintenance Agreement or take any action which would cause any termination of the Maintenance Agreement.

This Assignment shall be effective upon delivery of fully executed counterparts hereof to Cravath, Swaine & Moore, at their offices in New York, New York.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

OAKWAY, INC.,

by

President

[Corporate Seal]

Attest:

Secretary

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Agent,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

THE CONNECTICUT NATIONAL BANK,
as Trustee,

by

Authorized Officer

[Seal]

Attest:

Authorized Officer

STATE OF NEW JERSEY,)
) ss.:
COUNTY OF UNION,)

On this day of December 1986, before me personally appeared to me personally known, who, being by me duly sworn, says that he is a Vice President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,))
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1986, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association 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 national association.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1986, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association 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 national association.

Notary Public

[Notarial Seal]

My Commission expires

Consent and Agreement No. 1

The undersigned, EMD referred to in the foregoing Amended and Restated Assignment of Maintenance Agreement ("Assignment"), hereby (a) acknowledges receipt of a copy of the Assignment and (b) consents to all the terms and conditions of the Assignment and agrees that so long as the Assignment is effective:

(1) it will pay all Payments (as defined in Section 1 of the Assignment) directly to (a) if the Assignee (as defined in the Assignment) is The Connecticut Bank and Trust Company, National Association, by bank wire transfer of immediately available funds to The Connecticut Bank and Trust Company, National Association, Hartford, Connecticut, for credit to its Corporate Trust Department's Account No. 000-089-2 with advice that the funds are "RE: OAK No. 1": (or at such other address as it may furnish in writing to EMD) or (b) if the Assignee is The Connecticut National Bank by bank wire transfer to The Connecticut National Bank, Hartford, Connecticut, ABA 011900445, Attention of Vice President with advice that the funds are "RE: OAK No. 1" (or at such other address as it may furnish in writing to EMD); provided, however, that unless and until the EMD shall have received notice to the contrary from the Assignee, EMD shall not pay to the Assignee any Payments which constitute payments under Section 4(b) of the Maintenance Agreement or amounts payable under Section 4(a) thereof as the result of the application of Section 5 thereof in excess of the amounts originally payable under such Section 4(a);

(2) the Assignee shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by EMD under the Maintenance Agreement in respect of Transaction No. 1 as though the Assignee were named therein as Oakway and that EMD will not assert against the Assignee any claim or defense EMD may have against Oakway under the Maintenance Agreement;

(3) the Assignee shall not, by virtue of the Assignment of Maintenance Agreement No. 1, be or become subject to any liability or obligation under the Maintenance Agreement or otherwise; and

(4) the Maintenance Agreement No. 1 shall not, without the prior written consent of the Assignee, be terminated or modified, nor shall any action be taken or omitted by EMD the taking or omission of which might result in an alteration or impairment of the Maintenance Agreement or the Assignment of Maintenance Agreement or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement No. 1, when accepted by the Vendor by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said state.

GENERAL MOTORS CORPORATION
(Electro-Motive Division),

by

Vice President

[Corporate Seal]

Attest:

Secretary

The foregoing Consent and Agreement No. 1 is hereby accepted, as of the 15th day of November 1986.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION, as
Agent,

by

Authorized Officer

THE CONNECTICUT NATIONAL BANK, as
Trustee,

by

Authorized Officer

AMENDED AND RESTATED BAILMENT AGREEMENT
dated as of November 15, 1986, between
OAKWAY, INC., a New Jersey corporation
("Bailor"), and BURLINGTON NORTHERN RAILROAD
COMPANY, a Delaware corporation ("Bailee").

WHEREAS this Amended and Restated Bailment Agreement amends and completely restates the Bailment Agreement dated as of October 15, 1986, between the Bailor and the Bailee; which Bailment Agreement was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 at 3:05 p.m. on October 28, 1986, Recordation No. 15087-D;

WHEREAS the Bailor is a party to the Amended and Restated Participation Agreement and Amendment dated as of the date hereof with The Connecticut Bank and Trust Company, National Association ("Agent"), Chemical Bank ("Owner"), The Connecticut National Bank, not individually but solely in its capacity as Trustee ("Trustee"), under a Trust Agreement dated as of October 15, 1986, with the Owner ("Trust Agreement"), General Motors Corporation (Electro-Motive Division) and the Investors named therein;

WHEREAS the Owner pursuant to the Trust Agreement has authorized and directed the Trustee to purchase certain units of railroad equipment from General Motors Corporation (Electro-Motive Division) ("Builder") pursuant to a Conditional Sale Agreement dated as of October 15, 1986 ("CSA"); and the Builder will retain a security interest in 50 of the units of Equipment described in Annex B to the CSA bearing the Bailor's Road Numbers within the range of OWY 9000 through OWY 9099 (both inclusive) ("Equipment") constructed, sold and delivered by it pursuant to the CSA until the Trustee fulfills its obligations under the CSA;

WHEREAS the Bailor will lease from the Trustee all the units of the Equipment delivered and accepted under the CSA, pursuant to a Lease of Railroad Equipment dated as of October 15, 1986 ("Lease");

WHEREAS the Investors will furnish a portion of the cost of the Equipment by investing in the CSA Indebtedness (as defined in Paragraph 4.3(b) of the CSA) and the Owner will furnish the balance of the cost of the Equipment by making funds available to the Trustee under the Trust Agreement;

WHEREAS the security interest of the Builder in the Equipment has been assigned to the Agent acting on behalf of the Investors, pursuant to an Agreement and Assignment dated as of October 15, 1986, and the Lease has been assigned to the Agent pursuant to an Assignment of Lease and Agreement dated as of October 15, 1986, until the Trustee fulfills all its obligations under the CSA; and the Lessee has acknowledged and consented thereto pursuant to a Consent and Agreement;

WHEREAS the Equipment will be made available by the Lessee to the Bailee pursuant to an Electrical Power Purchase Agreement between the Bailor and the Bailee dated as of October 15, 1986 ("Electrical Power Agreement"); and

WHEREAS the Electrical Power Agreement has been assigned to the Agent and to the Trustee pursuant to an Assignment of Electrical Power Agreement dated as of October 15, 1986 and the Bailee has acknowledged and consented thereto pursuant to a Consent and Agreement.

NOW, THEREFORE, in consideration of the agreements and the covenants herein contained, the parties hereto agree that the rights of the Bailee provided for under the Electrical Power Agreement constitute a bailment of the Equipment within the meaning of 49 U.S.C. § 11303 and of Section 86 of the Railway Act of Canada and that the Bailee does not have any right, title or interest whatsoever in or to the Equipment; and, accordingly, the Bailor hereby grants to the Bailee such a bailment of the Equipment until December 31, 2001, or the earlier termination hereof by the Bailor. The parties hereto further agree that the Agent and the Trustee shall be deemed to be third party beneficiaries hereof and shall be entitled to the benefits of all rights

STATE OF NEW JERSEY,)
) ss.:
COUNTY OF UNION,)

On this day of December 1986, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF KANSAS,)
) ss.:
COUNTY OF JOHNSON,)

On this day of December 1986, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of BURLINGTON NORTHERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation and 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.

Notary Public

(Notarial Seal)

My Commission expires

of the Bailor provided for herein and under 49 U.S.C.
§ 11303 and Section 86 of the Railway Act of Canada.

IN WITNESS WHEREOF, the parties have caused this
Agreement to be executed as of the date first above written.

OAKWAY, INC.,

by

[Corporate Seal]

President

Attest:

BURLINGTON NORTHERN RAILROAD
COMPANY,

by

[Corporate Seal]

Attest:
