Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

EVANS PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Telephone 312/640-7000

RECORDATION NO. 14113-A FILED 1425

AUG 3 - 1983 2 45 PM

INTERSTATE COMMERCE COMMISSION

August 2, 1983

Date 8/3/83
Fee $ 10.00
ICC Washington, D. C.

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mrs. Lee:

I have enclosed four copies of the document described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The document enclosed is a Second Amendment to Railcar Lease, a secondary document dated December 14, 1981,

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

RECEIVED
AUG 3 2 40 PM '83
I.C.C.
FEE OPERATION BR.

Lessor: Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, IL 60008

Lessee: Southeast Coal Company
P.O. Box 332 Route 1840
Irvine, Kentucky 40336

A description of the equipment covered by the document follows: 20 New 3316 c.f. 100-ton quad open top hopper cars, #SECX 316-335, AAR# H350.

A fee of $10.00 is enclosed. Please return three copies not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

A short summary of the document to appear in the index follows: Second Amendment to Railcar Lease dated December 14, 1981 between Southeast Coal Company, Lessee, and Evans Railcar Leasing Company, Lessor, covering the following equipment: 20 new 3316 c.f. 100-ton quad open top hopper cars, #SECX 316-335, AAR# H350.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosure

C E R T I F I C A T E

The undersigned, being an Assistant Secretary of Evans Railcar Leasing Company ("Evans") hereby certifies that the attached is a true copy of that certain Second Amendment to Railcar Lease dated December 14, 1981, between Evans, as Lessor, and Southeast Coal Company, as Lessee.

Paul J. Gray

Assistant Secretary

RECORDATION NO. 14113-A Filed 1425
AUG 3 - 1983 -2 45 PM
INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT

SECOND AMENDMENT to that certain Railroad Car Lease Agreement dated December 14, 1981 ("Lease") by and between Evans Railcar Leasing Company, formerly known as United States Railway Leasing Company as Lessor, ("Evans") and South East Coal Company as Lessee ("SEC").

W I T N E S S E T H:

WHEREAS, Evans and SEC have entered into the Lease as aforesaid and thereafter executed Schedules 1 and 2 dated December 14, 1981 whereunder SEC agreed to lease Two-Hundred and Sixteen (216) new 3316 c.f. 100-ton Quad Open Top Hoppers and One-Hundred and Eighty-Four (184) used 3600 c.f. 100-ton Quad Open Top Hoppers respectively from Evans; and

WHEREAS, Evans and SEC now desire to execute a Second Amendment to the lease as it pertains to Schedules 1 and 2;

NOW, THEREFORE, the parties hereto agree as follows:

1. The number of cars leased under Schedule 1 shall be increased to Two-Hundred and Thirty-Six (236) cars, marked and numbered as SECX 100-335.

2. The monthly rental on Schedules 1 and 2 shall be increased from $470 per car after the first year to $471 per car after the first year.

3. All other terms and conditions as amended by the prior Amendment and this Second Amendment shall remain the same as agreed to in the Lease dated December 14, 1981 and Schedules 1 and 2 dated December 14, 1981.

IN WITNESS WHEREOF, Evans and SEC have entered into this Amendment this 14th day of January, 1983.

(CORPORATE SEAL)

ATTEST:

By: _____
Secretary

SOUTH EAST COAL COMPANY

By: _____
Vice President

(CORPORATE SEAL)

ATTEST:

By: _____
Asst. Secretary

EVANS RAILCAR LEASING COMPANY

By _____
Curtis C. Tatham
Senior Vice President Marketing

Lot 1959-00

EVANS RAILCAR LEASING COMPANY
RAILROAD CAR LEASE AGREEMENT

AGREEMENT made and entered into this 14th day of December, 1981, between EVANS RAILCAR LEASING COMPANY, an Illinois corporation (hereinafter called "Evans") and SOUTHEAST COAL COMPANY a(n) KENTUCKY corporation, with its principal place of business at P. O. Box 332, Route 1840, Irvine, Kentucky (hereinafter called "Lessee").

RECITALS

Lessee desires to lease from Evans as Lessor certain railroad cars, hereinafter specifically designated, all upon the rentals, terms and conditions set forth in this Railroad Car Lease Agreement and the Schedules from time to time made a part hereof (together hereinafter referred to as the "Lease").

AGREEMENT

It is agreed:

1. Lease of Cars. Evans agrees to lease to Lessee and Lessee agrees to and does hereby lease from Evans, railroad cars of the number of units, model, type, construction and such other description (hereinafter referred to as the "Cars") as is set forth in Schedule 1 attached hereto and by this reference made a part hereof and as set forth in Schedules which may from time to time be added to this Lease and thereby made a part hereof. All Schedules shall be in the form of Schedule 1 hereto, shall contain such other terms and provisions as Evans and Lessee may agree upon and shall, if requested by either party, have the signatures thereto acknowledged by a notary public. The terms and provisions of the Schedule shall control over any inconsistent or contrary terms and provisions in the body of this Lease.

2. Delivery of Cars. Evans shall deliver the Cars as promptly as is reasonably possible. Evans' obligations with respect to delivery of all or any of the Cars are hereby made expressly subject to, and Evans shall not be responsible for, failure to deliver or delays in delivering Cars due to labor difficulties, fire, delays and defaults of carriers and material suppliers or Car manufacturers, acts of God, governmental acts, regulations and restrictions or any other causes, casualties or contingencies beyond Evans' control. Delivery shall be F.O.T. the point specified in the applicable Schedule. From and after acceptance of a Car, Lessee shall be liable for, and shall pay or reimburse Evans

for the payment of all costs, charges and expenses of any kind whatsoever on account of or relating to switching, demurrage, detention, storage, transportation or movement of a Car, including specifically, but not exclusively, freight and switching charges for movement at any time and from time to time to and from repair shops, storage or terminal facilities.

3. Condition of Cars - Acceptance. All Cars delivered under this Lease shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and specifications contained in the applicable Schedule; but Lessee shall be solely responsible for determining that Cars are in proper condition for loading and shipment. Within five days after Evans shall give Lessee notice that Cars are ready for delivery, Lessee may have its authorized representative inspect such Cars at the point specified in the notice and accept or reject them as to condition. Cars so inspected and accepted and any Cars which Lessee does not elect to inspect shall upon delivery thereof to Lessee as above provided be conclusively deemed to be accepted and subject to this Lease and to meet all requirements of this Lease. At Evans' request, Lessee shall deliver to Evans an executed Certificate of Acceptance in the form of Exhibit A with respect to all Cars.

4. Use and Possession. Throughout the continuance of this Lease so long as Lessee is not in default hereunder, Lessee shall be entitled to possession of each Car from and after delivery of such Car and shall use such Car on its own property or lines or in the usual interchange of traffic; provided, however, that Lessee agrees that the Cars shall at all times be used (i) in conformity with all Interchange Rules; (ii) in compliance with the terms and provisions of this Lease, (iii) in a careful and prudent manner, solely in the use, service and manner for which they were designed; and (iv) only within the continental limits of the United States of America or in temporary or incidental use in Canada.

5. Term. This Lease shall be effective as to any Car on the date of delivery by Evans of such Car, as provided in Paragraph 2 hereof. However, the lease term with respect to all Cars covered by a particular Schecule shall be deemed to commence on the Average Date of Delivery of the Cars covered by such Schedule and shall terminate upon expiration of the period specified in such Schedule unless sooner terminated in accordance with the provisions of this Lease.

6. Rental.

(a) Per Car. During the term of this Lease, Lessee shall pay to Evans for each Car, commencing on the date of

delivery thereof, the monthly rental specified in the applicable Schedule.

(b) Mileage Credits. If the Cars bear Evans' reporting marks and numbers, any time and mileage payments paid or allowed by railroads on the Cars shall be the property of Evans, but Evans shall credit time and mileage payments actually received by it during an Accounting Period (less taxes, other than income taxes, due or to become due on account thereof) against rental then or thereafter due under this Lease with respect to Cars covered by a particular Schedule during such Accounting Period; provided, however, that in no event shall the aggregate time and mileage payments credited exceed the total rental payable by Lessee during such Accounting Period. Any credit unused at the end of such Accounting Period with respect to such Cars shall be the property of Evans. Upon notice from any railroad, whether received prior to or after termination of this Lease, Lessee agrees to pay Evans all sums due on account of all excess empty mileage incurred on Cars during the term of this Lease at the rate established by the applicable railroad tariff.

7. Payment. Lessee shall make payment of all sums due hereunder to Evans in immediately available United States funds at the address provided in Paragraph 21 hereof, or such other place as Evans may direct. Rental payments shall be made monthly in advance on or before the 1st day of each month for which such rental is due, except that the first full month's payment shall, in addition, include rental covering any prior period of less than one month.

8. Title. Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

9. Repairs. Lessee shall perform or cause to be performed and shall pay all costs and expenses of all Repair Work without any abatement in rent or other loss, cost or expense to Evans. Any parts, replacements or additions made to any Car shall be accessions to such Car and title thereto shall immediately vest in Evans. In the event that Evans performs any Repair Work for Lessee, all sums due for such Repair Work shall be additional rental hereunder.

10. Substitution of Cars. Evans may, at any time and from time to time, replace any Casualty Cars with Replacement Cars and such Replacement Cars shall be deemed to be subject to all terms and conditions of this Lease as if the same had been originally delivered to Lessee at the time and in the place of Cars for which they are substituted. The parties shall execute amendments to the Schedule applicable to such Cars and such other or further documents as may be required

by either party hereto to evidence the withdrawal from and termination of this Lease with respect to Casualty Cars, or to include any Replacement Cars within the terms and provisions of this Lease and of any other document under which Evans has assigned its rights under such Schedule, as permitted in Paragraph 19 hereof.

11. Abatement of Rent. Rental payments on any Car shall not abate if such Car is out of service for any reason whatsoever, including Repair Work.

12. Taxes. Lessee shall be liable at all times for and shall pay or reimburse Evans for payment of all Federal, State or other governmental charges or taxes assessed or levied against the Cars, including but not limited to (i) all Federal, State or other governmental property taxes assessed or levied against the Cars; (ii) all Federal, State or local sales or use taxes imposed upon or in connection with the Cars, this Lease, or the manufacture, acquisition, or use of the Cars for or under this Lease, (iii) all taxes, duties or imposts assessed or levied on the Cars or this Lease by a foreign country and/or any governmental subdivision thereof and (iv) all taxes or governmental charges assessed or levied upon its interest as Lessee of Cars. All taxes reimbursable to Evans pursuant to this Section 12 shall be additional rental hereunder.

13. Liens. Lessee shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through or under Lessee which may be a cloud upon or otherwise affect Evans' title, including, but not limited to liens or encumbrances which arise out of any suit involving Lessee, or any act or omission of Lessee or Lessee's failure to comply with the provisions of this Lease, and Lessee shall promptly discharge any such lien, encumbrance or legal process.

14. Indemnities - Patent Covenants. Lessee agrees to indemnify Evans and hold it harmless from any loss, expense or liability which Evans may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession or operation of a Car while subject to this Lease, excepting only any such loss, expense or liability which arises solely from Evans' negligence. Evans agrees to indemnify Lessee and save it harmless against any charge, loss, claim, suit, expense or liability arising out of or on account of the use or incorporation by Evans upon delivery of a Car or upon the making of repairs thereto by Evans, of any invention or the infringement of any patents; except if such invention was used or incorporated by reason of Lessee's specifications. The term "Evans" shall mean and include any subsidiary, parent or affiliated corporation for all purposes of this Paragraph 14. Lessee's indemnity shall not eliminate the rights given Lessee under any manufacturer's warranty assigned to it pursuant to Paragraph 22. The indemnities and

assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

15. Lettering - Inventory. At Evans' election all Cars may be marked to indicate the rights of Evans, or an assignee, mortgagee, trustee, pledgee or security holder of Evans or a lessor to Evans and may bear the following inscription: "Title to this Car subject to documents recorded under Section 20c of the Interstate Commerce Act". Except for renewal and maintenance of the aforesaid lettering or lettering indicating that the Car is leased to the Lessee or to a sublessee in accordance with demurrage tariffs, no lettering or marking shall be placed upon any of the Cars by Lessee and Lessee will not remove or change the reporting marks and numbers indicated on the applicable schedule except upon the written direction or consent of Evans. Evans may at its own cost and expense inspect the Cars from time to time wherever they may be, and Lessee shall, upon request of Evans, but no more than once every year, furnish to Evans its certified inventory of all Cars then covered by this Lease.

16. Loss, Theft or Destruction of Cars. In the event any Car is lost, stolen, destroyed or damaged beyond economic repair, Lessee shall, within five days of its knowledge thereof, by written notice, fully advise Evans of such occurrence. Except where Evans shall have received payment for such Casualty Car from a handling railroad or other party under and pursuant to Interchange Rules, Lessee shall, within 45 days after demand by Evans, promptly make payment to Evans in the same amount as is prescribed in the Interchange Rules for the loss of such Car. This Lease shall continue in full force and effect with respect to any Casualty Car irrespective of the cause, place or extent of any casualty occurrence, the risk of which shall be borne by Lessee, provided, however, that this Lease shall terminate with respect to a Casualty Car on the date Evans shall receive all amounts and things granted it on account of such Car under this Paragraph 16, and thereafter Lessee shall have no further liability to Evans under this Lease with respect thereto excepting accrued rent and liabilities arising or existing under Paragraph 12, 13, and 14 hereof.

17. Return of Cars. Upon the expiration or termination of this Lease with respect to any Car (other than pursuant to Paragraph 16 hereof), Lessee shall at its sole cost and expense forthwith surrender possession of such Car to Evans by delivering same to Evans at such repair shop, storage or terminal facility as Evans may designate, east of the Mississippi River, by notice to Lessee. Each Car so surrendered shall be in the same or as good condition, order and repair as when delivered to Lessee, wear and tear from ordinary use and the passage of time excepted, shall be in need of no repairs, and shall be free from all accumulations or deposits from commodities transported in or on the Cars while in the service of Lessee. If any of the

Cars do not bear Evans' reporting marks and numbers, Lessee shall place such reporting marks and numbers on any or all of the Cars as Evans shall designate in writing to Lessee prior to the end of the lease term. Until the delivery of possession to Evans pursuant to this Paragraph 17, Lessee shall continue to be liable for and shall pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred. If Lessee is a railroad, Lessee agrees to provide storage at its expense, upon the request of Evans, for any or all of the Cars for a period of ninety (90) days from the date of expiration or termination of this Lease. Nothing in this Paragraph 17 shall give Lessee the right to retain possession of any Car after expiration or termination of this Lease with respect to such Car.

18. Default. If Lessee shall fail to make any payment required under this Lease within 20 days after same shall have become due or shall default or fail for a period of 20 days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part under this Lease, or if a proceeding shall have been commenced by or against Lessee under any bankruptcy laws, Federal or State, or for the appointment of a receiver, assignee or trustee of Lessee or its property, or if Lessee shall make a general assignment for the benefit of creditors, then and in any of said events Evans may at its election:

(a) terminate this Lease as of the date of such default by written notice to such effect, and retake the Cars and thereafter recover as liquidated damages for loss of a bargain and not as a penalty, any and all damages sustained by reason of Lessee's default in addition to all rental unpaid as of said date; or

(b) without terminating the Lease repossess the Cars, and may relet the same or any part thereof to others upon such rental and other terms as it may see fit. The proceeds of any such reletting shall first be applied to the expenses (including reasonable attorneys' fees) of retaking and reletting of the Cars and delivery to the new lessee and then to the payment of rent due under this Lease. Lessee shall pay any deficiency remaining due after so applying the proceeds as the same shall accrue. Evans shall not be obligated to accept any lessee offered by Lessee, or to do any act or exercise any diligence whatsoever in the procuring of another lessee to mitigate the damages of Lessee or otherwise. The election by Evans to relet the Cars and the acceptance of a new lessee shall not operate to release Lessee from liability for any existing or future default in any other covenant or promise herein contained. The obligation to pay such deficiency or any sum or sums due and unpaid or any damages suffered by reason of Lessee's default

hereunder shall survive the termination of the Lease and the retaking of the Cars.

The remedies provided in this Paragraph 18 in favor of Evans shall not be deemed exclusive but shall, where not by rule of law inconsistent with each other, be cumulative and may be availed of singly, in combination, or all together and in any order, and shall be in addition to all other remedies in Evans' favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law now or hereafter in effect which might limit or modify any of the remedies herein provided to the extent that such waiver is permitted by law.

19. Sublease and Assignment. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follow:

(a) Lessee shall have no right to assign or sublease or loan any of the Cars without the prior written consent of Evans; provided, however, that Lessee shall have the right to sublease any of the Cars for single trips within the continental limits of the United States to its customers or suppliers where the sole purpose of such sublease is to obtain exemption from demurrage on the subleased Cars. Any such sublease shall be upon terms which are in compliance with all applicable Interchange Rules, tariffs, regulations and laws and all terms and conditions of this Lease;

(b) all rights of Evans under this Lease may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to or consent of Lessee. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any lease, chattel mortgage, security agreement or equipment trust or other security instrument covering the Cars heretofore or hereafter created by Evans provided only that so long as Lessee is not in default under the Lease, Lessee shall be entitled to the peaceful and quiet possession of the Cars. In the event that Lessee receives notice that Evans has assigned its rights under this Lease with respect to Cars subject to a particular Schedule, Lessee shall, if requested in writing by Evans or such assignee, make separate payment of rentals and other sums due with respect to such Cars to such place and person as Evans or such assignee shall from time to time designate. The right of any assignee or any party on behalf of whom such assignee is acting shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever, whether arising out of any breach of any obligation of Evans under this Lease or by reason of any indebtedness or liability at any time owing by Evans to Lessee.

The making of an assignment or sublease by Lessee or an assignment by Evans shall not serve to relieve such party of any liability or undertaking under this Lease nor to

impose any liability or undertaking under this Lease upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

20. Opinion of Counsel. Upon the request of Evans or its assignee, Lessee will deliver to Evans an opinion of counsel for Lessee, addressed to Evans or its assignee in form and substance satisfactory to counsel for Evans or its assignee, which opinion shall be to the effect that:

(a) Lessee is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation, and has corporate power and has taken all corporate action necessary to enter into this Lease and carry out its obligations hereunder;

(b) this Lease has been duly executed on behalf of Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Cars which are then subject to the Lease are held by Lessee under and subject to the provisions of this Lease prior to any lien, charge or encumbrance in favor of anyone claiming by, through or under Lessee; and

(d) no governmental, administrative or judicial authorization, permission, consent, or approval or recording is necessary on the part of Lessee in connection with this Lease or any action contemplated on its part hereunder.

21. Notice. Any notice required or permitted to be given pursuant to the terms of this Lease shall be properly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to:

Evans at: 2550 Golf Road
Rolling Meadows, Illinois 60008

or at such other addresses as Evans may from time to time designate by such notice in writing and to Lessee at the address first above written or any such other address as Lessee may from time to time designate by notice in writing.

22. Warranty. Evans warrants that when delivered, the Equipment shall conform to the requirements hereof, and (except as to items furnished or supplied by Buyer, or items specified by Buyer which are not manufactured, supplied or performed by Evans) will be free from defects in material and workmanship under normal use and service. Evans' sole obligation under this warranty shall be limited to repairing or replacing any part or parts of such Equipment which shall, within one (1) year after Evans shall have made delivery of such defective Equipment, be returned to such place as Evans shall designate with transportation charges prepaid, and which Evans' examinations shall disclose

to Evans' reasonable satisfaction to have been defective in normal use and service. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXTENDING BEYOND THE DESCRIPTION IN THE PROPOSAL AND OF ALL OTHER OBLIGATIONS AND LIABILITIES ON THE PART OF EVANS AND EVANS shall not be liable for any indirect, special or consequential damages resulting from any defects in material or workmanship.

23. Governing Law - Writing. The terms of this Lease and all rights and obligations under this Lease shall be governed by the laws of the State of Illinois. The terms of this Lease and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

24. Counterparts. This Lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which may be evidenced by any such signed counterpart.

25. Severability - Waiver. If any term or provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Failure of Evans to exercise any rights under this Lease shall not constitute a waiver of any such right upon the continuation or recurrence of the situation or contingency giving rise to such right.

26. Terminology. In construing any language contained in this Lease, no reference shall be made and no significance given to paragraph titles, such titles being used only for convenience of reference. Where the context so permits, the singular shall include the plural and vice versa.

27. Past Due Payments. Any nonpayment of rentals or other sums due under this Lease, whether during the period within which a default may be cured or for a longer period, and whether or not deemed a default or violation of this Lease, shall result in the obligation on the part of the Lessee to pay also an amount equal to eighteen per cent per annum (or if such rate may not lawfully be charged, then the highest rate which may lawfully be charged) of such overdue sum for the period of time from one week after the due date until such overdue sum is paid.

28. Definitions. For all purposes of this Lease, the following terms shall have the following meaning:

(a) "Average Date of Delivery" - that date which is determined by (i) multiplying the number of Cars delivered by Evans on each day by the number of days elapsed between such day and the date of delivery of the first Car under the applicable Schedule, and (ii) adding all of the products so obtained and dividing that sum by the total number of Cars delivered under the applicable Schedule and (iii) adding such quotient rounded out to the nearest whole number to the date of delivery of the first Car under the applicable Schedule. The date on which delivery of a Car shall be deemed to have been made will be the day following delivery of the Car to the Lessee. A Car shall be conclusively deemed delivered to the Lessee on the earliest date shown on any of the following: (i) Certificate of Acceptance or other writing accepting a Car signed by the Lessee; or (ii) a bill of lading showing delivery to Lessee or to a railroad for the account of Lessee.

(b) "Casualty Cars" - Cars which are lost, stolen, destroyed or damaged beyond economic repair.

(c) "Interchange Rules" - all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time by the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

(d) "Repair Work" - all repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good working order and repair in accordance with and on the effective date of the requirements of all Interchange Rules and preventive maintenance necessary to keep and maintain the Cars in good working order and repair.

(e) "Replacement Cars" - Cars of substantially similar description and specification to that set forth in the applicable Schedule which are substituted for Casualty Cars

29. Benefit. Except as otherwise provided in this Lease, the convenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the parties and (to the extent permitted in Paragraph 19 hereof) their successors and assigns. Without limiting the generality of the foregoing, the indemnities of the Lessee contained in Paragraph 14 hereof shall apply to and inure to the benefit

of any assignee of Evans, and if such assignee is a trustee or secured party under an indenture under which evidence of indebtedness has been issued in connection with the financing of the Cars, then also to the benefit of any holder of such evidence of indebtedness.

30. Financial Statements. Lessee agrees to furnish Lessor with audited financial statements annually within 90 days after the close of each accounting year.

31. Lessee. Shall mean and include any subsidary, parent or affiliated corporation for all purpose of this lease.

IN WITNESS WHEREOF, Evans and Lessee have duly executed this Railroad Car Lease Agreement as of the day and year first above written.

EVANS RAILCAR LEASING COMPANY
an Illinois Corporation

By _____
Sr. Vice President

(CORPORATE SEAL)

Attest:

By _____
Asst. Secretary

SOUTHEAST COAL COMPANY
a Kentucky Corporation

By Henry LaVeis IV
President
Director

(CORPORATE SEAL)
Attest:

By _____
Secretary

STATE OF Illinois
COUNTY OF Cook

On this _____ day of _____, 19__, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ President of EVANS RAILCAR LEASING COMPANY, and _____ personally known to be the _____ Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

STATE OF Ky.
COUNTY OF Est.'ll

On this 18th day of December, 1981, before me personally appeared Henry Lawers, IV, to me personally known, who being by me duly sworn says that he is Director ~~President~~ of South-East Coal Co., and Fred E. Clay to me personally known to be the _____ Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janice S. Barrett
Notary Public

EXHIBIT A

Schedule 1 to Lease dated December 14, 1981, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and SOUTHEAST COAL COMPANY ("Lessee")

CERTIFICATE OF ACCEPTANCE

_____, 19__

Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, Illinois 60008

Gentlemen:

The undersigned, being a duly authorized representative of Lessee, hereby accepts _____ (_____) Cars bearing numbers as follows:

for the Lessee pursuant to the Lease and certifies that each of said Cars is plainly marked in stencil on both sides of each Car with the words

EVANS RAILCAR LEASING COMPANY
OWNER AND LESSOR
Title to this Car subject to documents recorded under Section 20c of Interstate Commerce Act

in readily visible letters not less than one inch (1") in height; and that each of said Cars conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee. If the Lessee is a railroad, Lessee hereby certifies that it is an interstate carrier by rail and that the Cars are intended for actual use and movement in interstate commerce.

_____
Lessee

EVANS' LOT NO. 1959-00

Schedule 1

Page 1 of Schedule 1 dated December 14, 1981, to Lease dated December 14, 1981, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and SOUTHEAST COAL COMPANY ("Lessee")

TYPE AND DESCRIPTION OF CAR:

New, 3316 c.f. 100-Ton Quad Open Top Hopper Cars

NUMBER OF CARS:

216

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Coal

REPORTING MARKS AND NUMBERS:

SECX 100-315

SPECIFICATIONS DESIGNATED BY LESSEE:

60° slope end-floor sheets

INITIAL F.O.T. DELIVERY POINT:

Irvine, Kentucky

Page 2 of Schedule 1 dated December 14, 1981, to Lease dated December 14, 1981, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and SOUTHEAST COAL COMPANY ("Lessee")

LEASE TERM: Expires July 31, 2000

MONTHLY RENTAL: $335 per car--Year 1
$470 per car--After 1st Year

SPECIAL TERMS: All terms of this lease are conditional upon receipt of Lessee's signed acceptance prior to December 30, 1981

SOUTHEAST COAL COMPANY
Lessee

By Henry LaViers IV
~~President~~
Director

(CORPORATE SEAL)

Attest:

Fred Ehay
Secretary

EVANS RAILCAR LEASING COMPANY

By Carter C. Tolhan
Jr. Vice President

(CORPORATE SEAL)

Attest:

Lawrence Hangl
Asst Secretary

EXHIBIT A

Schedule 2 to Lease dated December 14, 1981, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and SOUTHEAST COAL COMPANY ("Lessee")

CERTIFICATE OF ACCEPTANCE

_____, 19__

Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, Illinois 60008

Gentlemen:

The undersigned, being a duly authorized representative of Lessee, hereby accepts _____ (_____) Cars bearing numbers as follows:

for the Lessee pursuant to the Lease and certifies that each of said Cars is plainly marked in stencil on both sides of each Car with the words

EVANS RAILCAR LEASING COMPANY
OWNER AND LESSOR
Title to this Car subject to documents recorded under Section 20c of Interstate Commerce Act

in readily visible letters not less than one inch (1") in height; and that each of said Cars conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee. If the Lessee is a railroad, Lessee hereby certifies that it is an interstate carrier by rail and that the Cars are intended for actual use and movement in interstate commerce.

_____
Lessee

EVANS' LOT NO. 1959-01

Schedule 2

Page 1 of Schedule 2 dated December 14, 1981, to Lease dated December 14, 1981, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and SOUTHEAST COAL COMPANY ("Lessee")

TYPE AND DESCRIPTION OF CAR:

Used 3600 c.f. 100-Ton Quad Open Top Hopper Cars

NUMBER OF CARS:

184

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Coal

REPORTING MARKS AND NUMBERS:

SECX 800-903 inclusive; SECX 905-984 inclusive

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. DELIVERY POINT:

Irvine, Kentucky

Page 2 of Schedule 2 dated December 14, 1981, to Lease dated December 14, 1981, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and SOUTHEAST COAL COMPANY ("Lessee")

LEASE TERM: Expires July 31, 2000

MONTHLY RENTAL: $335 per car--Year 1
$470 per car--After 1st Year

SPECIAL TERMS: All terms of this lease are conditional upon receipt of Lessee's signed acceptance prior to December 30, 1981

SOUTHEAST COAL COMPANY
Lessee

By Henry LaVieu IV
~~President~~
Director

(CORPORATE SEAL)

Attest:

Secretary

EVANS RAILCAR LEASING COMPANY

By
Sr. Vice President

(CORPORATE SEAL)

Attest:

Asst Secretary