#50

(1)

11907

RECORDATION NO. ..... Filed 1425

JUN 13 1980 - 12 30 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D.C.

Gentlemen:

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and 5 counterparts of an Equipment Lease dated as of May 1, 1980.

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessee under Equipment Lease:	Union Electric Company P.O. Box 149 St. Louis, Missouri 63166
Lessor under Equipment Lease:	United States Trust Company of New York, as Trustee under Union Electric Trust No. 80-1 45 Wall Street New York, New York 10005

The undersigned is the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original copy of the Equipment Lease to Michael G. McGee, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of $50.00 covering the required recording fee.

0-165A066

Filed JUN 13 1980

Date

Fee $ 50.00

ICC Washington, D. C.

Very truly yours,

UNITED STATES TRUST COMPANY
OF NEW YORK, as Trustee

By Thomas B. Zabrzewski
Its Ass't. Vice Pres.

Enclosures

RECEIVED
JUN 13 12 26 PM '80
I.C.C.
FEE OPERATION BR.

DESCRIPTION OF EQUIPMENT

Number of Items	Description	Identifying Mark and Numbers (Both Inclusive)
350	100 Ton Hopper Cars	UCEX 80001 through UCEX 80350

SCHEDULE A

Interstate Commerce Commission
Washington, D.C. 20423

6/13/80

OFFICE OF THE SECRETARY

Michael G. McGee
Chapman & Cutler
111 West Monroe St.
Chicago, Illinois 60603

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 6/13/80 at 12:30pm, and assigned re-recordation number(s). 11907 & 11908

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION No. 11907 Filed 1425
JUN 13 1980 -12 30 PM
INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASE

Dated as of May 1, 1980

Between

UNITED STATES TRUST COMPANY OF NEW YORK,
as Trustee

LESSOR

And

UNION ELECTRIC COMPANY,

LESSEE

Union Electric Trust No. 80-1

350 Rapid Discharge 5 Hopper,
Bottom Dump, 3850 Cubic Foot,
100-Ton Coal Rail Cars
Manufactured by Ortner
Freight Car Company

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Attachments to Equipment Lease:

Schedule A - Description of Items of Equipment
Schedule B - Certificate of Acceptance Under Equipment Lease
Schedule C - Schedule of Casualty Value
Schedule D - Schedule of Termination Value

EQUIPMENT LEASE

THIS EQUIPMENT LEASE dated as of May 1, 1980 between United States Trust Company of New York, a New York corporation (the "Lessor"), not individually but solely as trustee (the "Trustee") under a Trust Agreement dated as of May 1, 1980 (the "Trust Agreement") with CU Investors Co. #17, a Delaware corporation ("CU") and AmeriTrust Company, an Ohio banking corporation ("AmeriTrust"; CU and AmeriTrust collectively the "Trustors"), and Union Electric Company, a Missouri corporation (the "Lessee");

R E C I T A L S:

A. Pursuant to a Purchase Order Assignment dated as of May 1, 1980, the Lessee has assigned to the Lessor its right to purchase the Equipment referred to below.

B. The Lessee and the Lessor intend to enter into a Participation Agreement dated as of May 1, 1980 (the "Participation Agreement") with the Trustors, The Connecticut Bank and Trust Company, as security trustee (the "Security Trustee") and the institutional investors named in Schedule 3 thereto (the "Note Purchasers") providing commitments of the Trustors and the Note Purchasers which will permit the Lessor to obtain the funds necessary to purchase the equipment (collectively the "Equipment" and individually an "Item of Equipment") described in Schedule A hereto and made a part hereof. The Trustors will each commit to advance to the Lessor an amount equal to 20% of Lessor's Cost (as defined in the Participation Agreement) and the Note Purchasers will commit to purchase the Secured Notes (the "Notes") of the Lessor in an aggregate amount equal to 60% of Lessor's Cost. It is contemplated that the Participation Agreement will provide that the Notes will be secured by an assignment of the Lessor's right, title and interest in and to this Lease and in and to the Equipment pursuant to a Security Agreement-Trust Deed dated as of May 1, 1980 (the "Security Agreement") from the Lessor to the Security Trustee.

SECTION 1. LEASE AND DELIVERY OF EQUIPMENT.

1.1 Intent to Lease and Hire. Upon delivery of each Item of Equipment by Ortner Freight Car Company (the

"Manufacturer"), the Lessee shall lease and let and the Lessor shall hire to the Lessee such Item of Equipment for the rental and on and subject to the terms and conditions herein set forth.

1.2 Inspection and Acceptance. The Lessor will cause each Item of Equipment to be tendered to the Lessee at the place of delivery set forth in Schedule A. Upon such tender, the Lessee, as agent for the Lessor, will cause an inspector designated and authorized by the Lessee to inspect the same, and, if such Item of Equipment is found to be in good order, to accept delivery of such Item of Equipment and to execute and deliver to the Lessor and the Manufacturer a Certificate of Acceptance (the "Certificate of Acceptance") in the form attached hereto as Schedule B with respect to such Item of Equipment; provided, however, that the Lessee shall accept any Item of Equipment delivered after December 31, 1980 if, and only if, directed to do so in writing by the Lessor prior to delivery of such Item of Equipment and the Lessor shall have no obligation to lease any Item of Equipment delivered after December 31, 1980 unless it shall have so directed the Lessee to accept delivery thereof.

1.3 Certificate of Acceptance. The Lessee's execution and delivery of a Certificate of Acceptance with respect to each Item of Equipment pursuant to Section 1.2 hereof shall conclusively establish that, as between the Lessor and the Lessee, but without limiting or otherwise affecting the Lessee's or the Lessor's rights, if any, against the Manufacturer, such Item of Equipment is acceptable to and accepted by the Lessee under this Lease, notwithstanding any defect with respect to design, manufacture, condition or in any other respect, and that such Item of Equipment is in good order and condition and appears to conform to the specifications applicable thereto and to all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any, and to all standards recommended by the Association of American Railroads applicable to new railroad equipment of the character of the Equipment as of the date of this Lease. By execution and delivery of such Certificate of Acceptance, the Lessee represents that it has no knowledge of any such defect.

SECTION 2. RENTALS AND PAYMENT DATES.

2.1 Rent for Equipment. The Lessee agrees to pay the Lessor the following rent for the Equipment:

(a) Interim Rental. Semiannual installments of interim rental (the "Interim Rental") with respect to each of the three disbursements set forth in Schedule 1 (the "Funding Schedule") to the Participation Agreement equal in the case of the first installment to .041667% of Lessor's Cost attributable to such disbursement as set forth in the Funding Schedule per day for the period, if any, from and including the date of such disbursement to, but not including, the date of payment of such first installment, calculated on the basis of 30 days per calendar month, and actual days elapsed for a partial month, and for each subsequent installment of Interim Rental with respect to such disbursement an amount equal to 7.5% of Lessor's Cost attributable thereto; and

(b) Fixed Rental. Forty-four (44) equal semiannual installments of fixed rental (the "Fixed Rental"), payable in arrears, each in an amount equal to 4.98503% of Lessor's Cost.

(c) Supplemental Rental. In addition to the Rental Payments to be made pursuant to subsections (a) and (b) above, upon presentation of invoices therefor, supplemental rental amounts equal to the following:

(i) The amount of all annual fees and expenses of the Security Trustee under the Security Agreement and the Trustee under the Trust Agreement, including but not limited to fees and expenses with respect to the tax returns of the trust created by the Trust Agreement;

(ii) All expenses incurred by the Lessor in order to comply with its obligations under the Security Agreement; and

(iii) The amount of any expenses (including attorney fees) incurred by the Lessor or the Trustors in connection with any modification or amendment of the Participation Agreement or any documents referred to therein or in connection with the preparation, execution or delivery of any additional documents in connection therewith, or the recording or filing of any such documents.

2.2 Rent Payment Dates. Installments of Interim Rental shall be payable on July 2, 1980, January 2, 1981, and July 2, 1981 (the last such date, the "Term Lease Commencement Date"). The installments of Fixed Rental for each Item of Equipment shall be due and payable on January 2, 1982 and on each July 2 and January 2 thereafter to and including July 2, 2003. If any of the rent payment dates is not a business day, the rent payment otherwise payable on such date shall be payable on the next succeeding business day. For purposes of this Lease, the term "business day" means calendar days, excluding Saturdays, Sundays and holidays on which banks in the State of New York or Missouri are authorized or required to close.

2.3 Place and Manner of Rent Payment. The payments to be made by the Lessee under this Lease shall be made as follows:

(a) Each installment of Interim Rental and Fixed Rental and each payment of Casualty Value (as defined in Section 11.6 hereof) and Termination Value (as defined in Section 18.4 hereof) shall be paid, so long as any of the Notes are outstanding, to the Security Trustee at the principal office of the Security Trustee, and thereafter to the Lessor at the principal office of the Lessor, in each case at the address thereof provided for payments in Section 21.2 hereof; provided that in the event either the Lessor or the Security Trustee shall notify the Lessee in writing that the right to receive payment of any such installment shall have been otherwise assigned in accordance with Section 16 hereof, the Lessee shall make such payment to the place designated in such notice or as otherwise designated from time to time in writing by such assignee; and provided further that in the event any notice shall direct the Lessee to divide such installment into not more than two portions, and to pay each portion separately to not more than two parties, the Lessee agrees to do so;

(b) The amount of any payment owing to the Lessor or the Trustors pursuant to Sections 6, 10.2, 11.1 (with respect to public liability insurance) and 21.3 hereof shall be made directly to the party to receive the same without regard to the assignment of this Lease pursuant to Section 16 hereof;

(c) The amount of any interest due in respect of the late payment of any rentals or other amounts pursuant to Section 19 hereof shall be paid to the party and in the manner herein provided to receive said rental or other amount;

(d) Any payment to be made to any Trustor pursuant to Section 20 hereof shall be made upon demand to such Trustor at the address thereof provided for payments in Section 21.2 hereof; and

(e) All payments other than those above specified shall be made by the Lessee directly to the party to receive the same unless any such payment has previously been made by the Lessor or its assignee, in which case the Lessee shall reimburse the Lessor or its assignee, as the case may be, directly for such payment.

The Lessee agrees that it will make all payments due to the Lessor or its assigns or the Trustors under paragraphs (a) and (d) above, and such payments due to the Lessor or its assigns under paragraph (c) above as are related to payments under such paragraph (a), by wire transfer by 12:00 Noon New York Time on the due date of such payment of Federal or otherwise immediately available funds to the party to whom such payment is to be made. All other payments hereunder shall be made by check of the Lessee drawn on a bank located in the continental United States and mailed to the party to receive the same at the address herein provided or such other address as the Lessee shall have been previously advised in writing.

2.4 Net Lease. This lease is a net lease and the Lessee's obligation to pay all Interim Rental and Fixed Rental and other amounts payable hereunder shall be absolute and unconditional under any and all circumstances and, without limiting the generality of the foregoing, the Lessee shall not be entitled to any abatement of rent or reduction thereof or setoff against rent, including, but not limited to, abatements, reductions, recoupments or setoffs due or alleged to be due by reason of any past, present or future claims or counterclaims of the Lessee against the Lessor or the Trustors under this Lease or otherwise or against any assignee of the Lessor pursuant to Section 16 hereof; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss or destruction of all or any of the

Equipment from whatsoever cause, any liens, encumbrances or rights of others with respect to any Item of Equipment, the taking or requisitioning of the Equipment by condemnation or otherwise, the lawful prohibition of the Lessee's use of the Equipment, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, or lack of right, power or authority of the Lessor or the Lessee to enter into this Lease, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to Section 11 or 18.4 hereof, or until, pursuant to Section 13 hereof, the Equipment has been returned to the possession of the Lessor (for all purposes of this Lease any Item of Equipment shall not be deemed to have been returned to the Lessor's possession until all of the Lessee's obligations with respect to the return, transportation and storage thereof have been performed). To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any of the Items of Equipment except in accordance with the express terms hereof. Each rental or other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor or any assignee pursuant to Section 16 hereof for any reason whatsoever.

2.5 Adjustment of Rent. If (i) the transaction costs set forth in Section 2.8 of the Participation Agreement exceed 1.5% of the Purchase Price (as defined in the Participation Agreement) for the Equipment delivered hereunder for any reason whatsoever, (ii) any additional amounts shall become payable to the Note Purchasers under the terms of the Notes and related documents, (iii) the percentage of Lessor's Cost advanced to the Lessor by either the Trustors or the Note Purchasers shall differ from that set forth in Recital B hereto, (iv) fewer than 350 rail cars constituting Items of Equipment are delivered under and become subect to this Lease, (v) the Purchase Price for any rail car constituting part of the Equipment shall be other than $47,000, (vi) the Equipment is not delivered in accordance with the schedule for delivery set forth therefor in Schedule A hereto, (vii) the interest on the Notes shall be

other than an annual rate of 15%, or (viii) the Trustors shall have made payments pursuant to Section 2.5(c) of the Participation Agreement, the Fixed Rental and Interim Rental and the Casualty Values and Termination Values (each as hereinafter defined) shall be adjusted to reflect such additional transaction costs, other amounts payable, change in debt-equity ratio, change in number, delivery date or Purchase Price of Items of Equipment subject hereto, change in interest on the Notes or payments by the Trustors so as to preserve the Trustors' contemplated after-tax net return on equity and periodic net cash flow and timing of recognition of income hereunder and under the Trust Agreement.

2.6 Income Tax Changes. In the event (i) an amendment to, or change in, the Internal Revenue Code or comparable state laws is enacted or contained in a bill introduced in either House of Congress or any comparable state legislature, or (ii) the Internal Revenue Service or any comparable state agency issues any proposed, temporary or final regulation or Revenue Ruling or Revenue Procedure affecting income tax rates, the investment credit described in Section 20.1(a) hereof, the depreciation deduction described in Section 20.1(b) hereof or the interest or amortization deduction described in Sections 20.1(d) and (e) hereof on or before the later of December 31, 1980 or the delivery date of the last Item of Equipment under this Lease or is effective on or before such date, the rental payments, Casualty Values and Termination Values shall be adjusted appropriately (either upwards or downwards, as the case may be) so that each Trustor's after-tax rate of return on equity and periodic net cash flow and timing of recognition of income shall not be affected by such change. All required adjustments in rental payments, Casualty Values and Termination Values shall be made with respect to the rental payment date next following the fifteenth day after the date of enactment of the change in law which necessitates such adjustment and subsequent rental payment dates; provided, however, that any such downward adjustments shall be deferred, if necessary, so that (i) each installment of rent as so adjusted shall be, under any circumstances and in any event, an amount at least sufficient to pay in full any payment then required to be made on account of the principal of, interest on, and all other sums due and payable under, the Notes then outstanding and (ii) the Casualty Values and Termination Values as so adjusted shall, under any circumstances and in any event, not be less than an amount sufficient to pay in full, as of any date of payment thereof, the

aggregate unpaid principal amount of and unpaid interest on the Notes outstanding at the close of business as of such date of payment. If any adjustment in rent and/or Casualty Values or Termination Values is made under this Section 2.6, conforming adjustments shall be made in the indemnity provisions of this Lease, if necessary, in order for such indemnity provisions properly to reflect the amendments or changes in law which resulted in such adjustment.

SECTION 3. TERM OF THE LEASE.

The term of this Lease as to each Item of Equipment shall begin on the date of the delivery to and acceptance by the Lessee of such Item of Equipment and, subject to the provisions of Sections 11, 14 and 18 hereof, shall terminate twenty-two (22) years following the Term Lease Commencement Date provided for in Section 2.2 hereof. The obligations of the Lessee under Sections 2, 6 (except as otherwise provided in subsection 6.2), 8, 9, 10, 11, 13, 15, 19 and 20 hereof shall survive the expiration or termination of the term of this Lease and the full payment of all amounts payable under this Lease.

SECTION 4. OWNERSHIP AND MARKING OF EQUIPMENT.

4.1 Retention of Title. The Lessor, as between the Lessor and the Lessee, shall and hereby does retain full legal title to the Equipment notwithstanding the delivery thereof to and possession and use thereof by the Lessee.

4.2 Duty to Number and Mark Equipment. The Lessee will cause each Item of Equipment to be kept numbered with its road number as set forth in Schedule A hereto and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than one inch in height as follows:

> "Leased from a Bank or Trust Company, as Owner-Trustee and Subject to a Security Interest recorded with the I.C.C."

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Lessor to such Item of Equipment, its

rights under this Lease and the rights of any assignee under Section 16 hereof. The Lessee will not place any such Item of Equipment in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not change the road number of any Item of Equipment except with the consent of the Lessor and in accordance with a statement of new road numbers to be substituted therefor, which consent and statement previously shall have been delivered to the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease shall have been filed, recorded or deposited.

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

SECTION 5. DISCLAIMER OF WARRANTIES.

THE LESSOR LEASES THE EQUIPMENT, AS-IS, IN WHATEVER CONDITION IT MAY BE, WITHOUT ANY AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, BY EITHER THE LESSOR OR THE TRUSTORS, EACH EXPRESSLY DISCLAIMING ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO (A) THE FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OF ANY ITEM OR ITEMS OF EQUIPMENT OR ANY COMPONENT THEREOF, (B) THE LESSOR'S TITLE THERETO, (C) THE LESSEE'S RIGHT TO THE QUIET ENJOYMENT THEREOF, (D) THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT OR ANY COMPONENT THEREOF, OR (E) ANY OTHER MATTER WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE. The Lessor hereby appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce, including instituting suits, actions and proceedings, from time to time, in the name and for the account of the Lessor and the Lessee, as

their interests may appear, but in all cases at the sole cost and expense of the Lessee, whatever claims and rights the Lessor may have as owner of the Equipment against the Manufacturer or a third party, and, so long as no Event of Default has occurred and is continuing the Lessee (subject to any requirements of indemnification under this Lease) may retain the proceeds of any such claims, suits, actions and proceedings; provided, however, that if at any time an Event of Default shall have occurred and be continuing, the Lessor may assert and enforce, at the Lessee's sole cost and expense, such claims and rights. The Lessor shall have no responsibility or liability to the Lessee or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Item of Equipment or by any inadequacy thereof or deficiency or defect therein or by any other circumstances in connection therewith; (ii) the use, operation or performance of any Item of Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Item of Equipment. The Lessee's delivery of a Certificate of Acceptance shall be conclusive evidence as between the Lessee and the Lessor that all Items of Equipment described therein are in all the foregoing respects satisfactory to the Lessee, and the Lessee will not assert any claim of any nature whatsoever against the Lessor based on any of the foregoing matters; provided, however, that the delivery of a Certificate of Acceptance shall not affect or impair any of the Lessee's rights set forth above against the Manufacturer or a third party.

SECTION 6. LESSEE'S INDEMNITY.

6.1 Scope of Indemnity. The Lessee shall defend, indemnify and save harmless the Lessor, in both its individual and fiduciary capacities, the Trustors and any assignee of the Lessor pursuant to Section 16 hereof (including, without limitation, the Security Trustee and the Note Purchasers) and their respective successors and assigns from and against (unless due to the gross negligence or willful misconduct of the party claiming such indemnity):

(a) any and all loss or damage to the Equipment, usual wear and tear excepted; and

(b) any claim, cause of action, damages, liability, cost or expense (including, without limitation, counsel fees and costs in connection therewith) which may be incurred in any manner by or for the account of any of them (i) relating to any Item of Equipment or any part thereof, including, without limitation, the construction, purchase, delivery, acceptance, rejection, ownership, sale, leasing, return or storage of any Item of Equipment or as a result of the use, maintenance, repair, replacement, operation or the condition thereof (whether defects are latent or discoverable by the Lessee or any indemnified party), (ii) by reason or as the result of any act or omission (whether negligent or otherwise) of the Lessee for itself or as agent or attorney-in-fact for the Lessor hereunder, (iii) as a result of claims for patent, trademark or copyright infringements, or (iv) as a result of claims for negligence or strict liability in tort.

The indemnities and assumptions of liabilities set forth in this Section 6.1 do not guarantee to any party at any time a residual value in the Equipment nor do they guarantee the payment of the Notes or any interest accrued thereon.

6.2 Continuation of Indemnities and Assumptions. The indemnities and assumptions of liability in this Section 6 contained shall continue in full force and effect notwithstanding the termination of this Lease, or the termination of the term hereof in respect of any one or more Items of Equipment, whether by expiration of time, by operation of law or otherwise; provided, however, that such indemnities and assumptions of liability shall not apply in respect of any matters referred to in subsection (a) or clause (i), (ii) or (iv) of subsection (b) of Section 6.1 hereof, occurring after the termination of this Lease, except for any such matters occurring after the termination arising in connection with the Lessee's assembling, delivering, storing or transporting of the Equipment as provided in Section 13 or 15 hereof, as the case may be. The Lessee shall be entitled to control, and shall assume full responsibility for, the defense of such claim or liability.

SECTION 7. RULES, LAWS AND REGULATIONS.

The Lessee agrees to comply with all governmental laws, regulations, requirements and rules (including,

without limitation, the rules of the United States Department of Transportation and the Interstate Commerce Commission) with respect to the use and maintenance of each Item of Equipment subject to this Lease in order to comply with health, safety or environmental standards. In case any equipment or appliance is required to be altered, added, replaced or modified on any Item of Equipment in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such alterations, additions, replacements and/or modifications at its own expense. Any alteration, replacement, addition or modification to any Item of Equipment made pursuant to this Section 7 or Section 8 hereof (the "Alterations") shall be owned by the Lessee (or such other party as may have title thereto), except to the extent such Alterations are described in the following sentence. Any and all parts installed on and additions and replacements made to any Item of Equipment (i) which are not readily removable without causing material damage to such Item or were installed or were added to such Item in contravention of the provisions contained hereinabove or which are not removed by the Lessee prior to surrendering possession thereof pursuant to the provisions of Section 13 hereof, (ii) the cost of which is included in Lessor's Cost with respect to such Item, (iii) in the course of ordinary maintenance of the Equipment or (iv) which are required for the operation or use of such Item by the regulations of the Interstate Commerce Commission, the United States Department of Transportation or any other regulatory body, shall constitute accessions to such Item and full ownership thereof free from any lien, charge, security interest or encumbrance shall immediately be vested in the Lessor; provided, however, that no adjustment in rentals shall result therefrom; and provided, further, however, that the Lessee may, in good faith, contest the validity or application of any such law, regulation, requirement or rule in any reasonable manner which does not, in the opinion of the Lessor or the the Security Trustee, adversely affect the property or rights of the Lessor or the Security Trustee under this Lease or under the Security Agreement.

SECTION 8. USE AND MAINTENANCE OF EQUIPMENT.

The Lessee shall use the Equipment only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. The Lessee shall, at its own cost and expense, maintain and keep, or cause

to be maintained and kept, the Equipment in good order, condition and repair, ordinary wear and tear excepted, in accordance with the recommendations of the Manufacturer, the American Association of Railroads and the Federal Railway Administration and, in any event, comparable to the maintenance of similar equipment owned or leased by it and suitable for use in interchange in accordance with the current Interchange Rules or supplements thereto of the Mechanical Division, Association of American Railroads as the same may be in effect from time to time. Except as required by the provisions of Section 7 hereof, the Lessee shall not modify any Item of Equipment without the prior written authority and approval of the Lessor and any assignee pursuant to Section 16 hereof which shall not be unreasonably withheld; provided that, notwithstanding the foregoing, the Lessee shall make no additions or improvements to any Item of Equipment unless the same are (i) readily removable without causing material damage to such Item of Equipment, or (ii) permitted to be made pursuant to the provisions of Section 4(4).03 of Rev. Proc. 75-21, 1975-1 C.B. 715, as amended by Rev. Proc. 79-48, 1979-39 I.R.B. 27, and as it may be further amended from time to time. Title to any such readily removable additions or improvements shall remain with the Lessee. If the Lessee shall at its cost cause such readily removable additions or improvements to be made to any Item of Equipment, the Lessee agrees that it will, prior to the return of such Item of Equipment to the Lessor hereunder, remove the same at its own expense without causing material damage to such Item of Equipment and repair all damages, if any, resulting from such removal.

SECTION 9. LIENS ON THE EQUIPMENT.

The Lessee shall pay or satisfy and discharge any and all claims against, through or under the Lessee and its successors or assigns which, if unpaid, might constitute or become a lien or a charge upon any Item of Equipment, and any liens or charges which may be levied against or imposed upon any Item of Equipment as a result of the failure of the Lessee to perform or observe any of its covenants or agreements under this Lease and any other liens or charges which arise by virtue of claims against, through or under any other party other than the Lessor, the Trustors and the Security Trustee, but the Lessee shall not be required to pay or discharge any such claims which are not at the time due or so long as it shall, in good faith and by appropriate

legal proceedings contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Lessor or the security interest or other rights of any assignee under Section 16 hereof in and to the Equipment. The Lessee's obligations under this Section 9 shall survive the termination of this Lease.

SECTION 10. FILING; PAYMENT OF STATE AND LOCAL TAXES.

10.1 Filing. Prior to the delivery and acceptance of the first Item of Equipment hereunder, the Lessee will cause this Lease and the Security Agreement to be duly filed, registered or recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303 and in such other places within or without the United States as the Lessor or the Security Trustee may reasonably request and will furnish the Lessor and the Security Trustee proof thereof. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, reregister or rerecord whenever required) any and all further instruments required by law or reasonably requested by the Lessor or the Security Trustee, for the purpose of protecting the Lessor's title to, or the Security Trustee's security interest in, any Item of Equipment to the satisfaction of the Lessor's or the Security Trustee's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to the Lessor and the Security Trustee proof of such filings and an opinion of the Lessee's counsel reasonably satisfactory to the Lessor and the Security Trustee that such action has been properly taken. The Lessee will pay all costs, charges and expenses incident to any such filing, refiling, recording and rerecording or depositing and redepositing of any such instruments or incident to the taking of such action.

10.2 Payment of Federal, State and Local Taxes. All payments to be made by the Lessee hereunder will be free of expense to the Lessor, in both its individual and fiduciary capacities, the Trustors and any assignee of the Lessor pursuant to Section 16 hereof (including, without limitation, the Security Trustee and the Note Purchasers) and their respective successors and assigns (the "Indemnitees") for collection or other charges and will be free of expense to the Indemnitees with respect to any Impositions as hereinafter defined, and the Lessee hereby assumes responsibility for, and agrees to pay, hold harmless and indemnify the Indemnitees against, all such Impositions and

collection or other charges. As used in this Section 10.2 "Impositions" shall mean the amount of any local, state, Federal or foreign taxes, fees, withholdings, levies, imposts, duties, assessments, charges, license and registration fees and other governmental charges of any nature whatsoever, either domestic or foreign, including without limitation penalties, fines, additions to tax and interest thereon, however imposed, imposed on, incurred by or asserted against any Indemnitee or the Equipment or any part or portion thereof on account of, or with respect to, this Lease, or the Participation Agreement or any document referred to herein or therein or any of the transactions contemplated hereby or thereby or the manufacture, purchase, acquisition, acceptance or rejection of the Equipment or any part or portion thereof or the ownership, delivery, non-delivery, leasing, re-leasing, subleasing, possession, use, operation, maintenance, repair, condition, sale, return, abandonment or other application or disposition of the Equipment or any thereof or any indebtedness with respect thereto or the rentals, receipts, earnings or gains arising therefrom; provided, however, that Impositions shall not include as to each respective Indemnitee (i) any taxes imposed on or measured by any trustee or agency fees received by the Lessor or the Security Trustee, (ii) Federal income taxes measured solely by net income or excess profits of the Lessor (in its individual capacity), the Trustors, the Security Trustee or the Note Purchasers, or (iii) taxes measured solely by net income or excess profits of, and franchise taxes imposed on, the Lessor (in its individual capacity), the Trustors, the Security Trustee or the Note Purchasers, or their successors and assigns by the respective entity's state of incorporation or state where its principal place of business is located; provided, however, that, notwithstanding the preceding proviso, the Lessee will indemnify the Indemnitees for any taxes arising out of or imposed in respect of indemnification payments pursuant to this Lease. The Lessee shall pay all Impositions for which it assumes liability hereunder when such Impositions are due and will indemnify each Indemnitee to the extent required by this Section 10.2 within fifteen business days after receipt of a written request by such Indemnitee for indemnification specifying the amount to be paid, the basis on which such amount was determined and the nature of the Impositions in question. The Lessee will keep at all times all and every part of the Equipment free and clear of all Impositions which might in any way affect the title or interests of the Manufacturer or result in a lien upon any part of the Equipment; provided, however, that the Lessee shall be under no

obligation to pay any Impositions so long as they have not become due and payable and so long as the Lessee is contesting in good faith and by appropriate legal proceedings such Impositions and the nonpayment thereof does not, in the reasonable opinion of any Indemnitee, adversely affect the interest of such Indemnitee hereunder or under the Security Agreement; and provided further that, if the Lessee shall have paid such Imposition, the Lessee shall be entitled to the proceeds from any such legal proceedings.

In the event that the Lessor shall become obligated to make any payment to the Manufacturer or otherwise pursuant to any corresponding provision of the Purchase Order not covered by the foregoing paragraph of this Section 10.2, the Lessee shall pay such additional amounts (which shall also be deemed Impositions hereunder) to the Lessor as will enable the Lessor to fulfill completely its obligations pursuant to said provision.

In the event any returns, statements or reports with respect to Impositions are required to be made, the Lessee will make such returns, statements and reports in such manner as to show the interest of the Lessor and the Manufacturer in the Equipment; provided, however, that the Lessor shall, with respect to any state or political subdivision thereof of the United States of America, file such returns, statements, and reports relating to sales or use taxes, and taxes, fees, and charges on or measured by the Lessor's earnings or gross receipts arising from the Equipment, or the value added by the Lessor thereto, as the Lessee shall determine are required to be filed, and as shall be prepared by the Lessee, and the Lessor shall remit the amount thereof upon payment by the Lessee to the Lessor (such payment to be made forthwith upon demand by the Lessor therefor) of such taxes, fees and charges except as provided above. All costs and expenses (including legal and accounting fees) of preparing such returns or reports shall be borne by the Lessee.

To the extent that the Lessor has information necessary to the preparation of such returns, statements and reports, it will furnish such information to the Lessee. To the extent that the Lessee may be prohibited by law from performing in its own name the duties required by this Section 10.2, the Lessor hereby authorizes the Lessee to act in the Lessor's own name and on its behalf; provided, however, that the Lessee shall indemnify and hold the Lessor

(in both its individual and trust capacities) and the Trustors harmless from and against any and all claims, costs, expenses, damages, losses and liabilities incurred in connection therewith as a result of, or incident to, any action by the Lessee pursuant to this authorization.

The Lessee shall, whenever reasonably requested by the Lessor, submit to the Lessor copies of returns, statements, reports, billings and remittances, or furnish other evidence satisfactory to the Lessor, of the Lessee's performance of its duties under this Section 10.2. The Lessee shall also furnish promptly upon request such data as the Lessor reasonably may require to permit the Lessor's compliance with the requirements of taxing jurisdictions.

The Lessee agrees to pay all amounts due under this Section 10.2 free of any Impositions and to indemnify each Indemnitee against any Impositions by reason of any payment made by the Lessee so that the Indemnitee to whom or for whose benefit the payment is made shall receive an amount which, net of any Impositions or other charges required to be paid by such Indemnitee in respect thereof, shall be equal to the amount of payment otherwise required hereunder. Without limiting the foregoing, the amount which the Lessee shall be required to pay with respect to any Impositions subject to indemnification under this Section 10.2 shall be an amount sufficient so that, after considering the tax effects of the Impositions in question and the receipt of indemnification payments hereunder, the Indemnitee will have the same anticipated after-tax return on equity and periodic recovery of net cash flow and timing of recognition of income as such Indemnitee would have realized had such Impositions not been incurred or imposed.

In the event that, during the continuance of this Lease, any Imposition accrues or becomes payable or is levied or assessed (or is attributable to the period of time during which this Lease is in existence) which the Lessee is or will be obligated to pay or reimburse, pursuant to this Section 10.2, such liability shall continue, notwithstanding the expiration of this Lease, until all such Impositions are paid or reimbursed by the Lessee.

SECTION 11. INSURANCE; PAYMENT FOR CASUALTY OCCURRENCE.

11.1 Insurance. The Lessee will at all times after delivery and acceptance of each Item of Equipment, at

its own expense, maintain or cause to be maintained, with respect to each such Item, insurance with a reputable insurance company or companies in amounts and against risks customarily insured against by other regulated electric power companies on similar equipment, including but not limited to property and liability insurance and in any event in amounts and against risks not less than the insurance, if any, maintained by the Lessee with respect to similar equipment which it owns or leases, provided that (a) the Lessee may self-insure to the extent (i) it self-insures equipment of a nature similar to the Equipment and (ii) such self-insurance is consistent with industry practice and (b) the Lessee need not maintain property insurance with respect to any Item of Equipment for an amount in excess of the Casualty Value therefor. All policies with respect to such insurance shall name the Trustors, the Note Purchasers, the Lessor (both in its individual and trust capacity) and the Security Trustee as coinsureds or additional named insureds and (except in the case of liability insurance) as loss payees, with proceeds thereof payable to the Lessor, any assignee thereof pursuant to Section 16 hereof, the Trustors, and the Lessee as their interests shall appear; provided that in the event any casualty insurance shall be in effect with respect to the Equipment prior to the payment in full of all principal and interest on the Notes, all payments thereunder shall be made to the Security Trustee under a standard mortgage loss payable clause. All policies with respect to such insurance shall provide for at least 30 days' prior written notice by the insurance carrier to the Lessor, the Trustors, the Note Purchasers and the Security Trustee, in the event of cancellation, expiration or amendment (and the Lessee shall provide 30 days' prior written notice to the Lessor, the Trustors, the Note Purchasers and the Security Trustee in any such event), shall include waivers by the insurer of all claims for premiums against the Lessor, the Trustors, the Note Purchasers and the Security Trustee and shall provide (without prejudice to the rights of such insurer to cancel such policy upon proper notice as set forth above) that losses are payable notwithstanding, among other things, in the case of property insurance only, any act of negligence of the Lessee, the Lessor, the Trustors, the Note Purchasers and the Security Trustee, more hazardous use or occupation of the Equipment than that permitted by such policies, or foreclosure, notice of sale or any other proceeding in respect of the Equipment, or any change in the title to or ownership of any of the Equipment. Each such insurance

policy shall expressly provide that all of the provisions thereof except the limits of liability (which shall be applicable to all insureds as a group) and liability for premiums (which shall be solely a liability of the Lessee) shall operate in the same manner as if they were a separate policy covering each insured and shall be primary without right of contribution from any insurance carried by the Lessor, the Trustors, the Note Purchasers and the Security Trustee. The Lessee shall, not later than June 15 of each year, commencing June 15, 1981, furnish to the Lessor, the Trustors, the Note Purchasers and the Security Trustee a certificate of an insurance broker or company acceptable to the Lessor evidencing the maintenance of the insurance required hereunder and shall furnish certificates evidencing renewal 10 days prior to the expiration date of such policy or policies. All proceeds of casualty insurance received by the Security Trustee shall be applied as set forth in Section 4.1(c) of the Security Agreement.

11.2 Duty of Lessee to Notify Lessor. In the event that any Item of Equipment shall be or become lost, stolen, destroyed, or irreparably damaged during the term of this Lease or thereafter while such Item of Equipment is in the possession of the Lessee pursuant to Section 13 or 15 hereof, or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the term of this Lease for a stated period which exceeds the then remaining term of this Lease (any such occurrence being hereinafter called a "Casualty Occurrence"), the Lessee shall promptly and fully (after it has knowledge of such Casualty Occurrence) inform the Lessor, the Trustors and any assignee of the Lessor pursuant to Section 16 hereof (including, without limitation, the Security Trustee and the Note Purchasers) in regard thereto and shall pay the Casualty Value (as defined in Section 11.6 hereof) of such Item in accordance with the terms of Section 11.3 hereof.

11.3 Sum Payable for Casualty Loss. The Lessee, on the next succeeding rent payment date following its notice of a Casualty Occurrence with respect to any Item or Items of Equipment, shall pay to the Lessor the Interim or Fixed Rental installment due on such payment date for such Item of Equipment plus any rentals or other sums due on or prior to such date then remaining unpaid plus a sum

equal to the Casualty Value of such Item of Equipment as of the date of such payment.

11.4 Rent Termination. Upon (and not until) payment of all sums required to be paid pursuant to Section 11.3 hereof in respect of any Item or Items of Equipment, the obligation to pay rent for such Item or Items of Equipment accruing subsequent to the Casualty Value payment date shall terminate, but the Lessee shall continue to pay rent for all other Items of Equipment.

11.5 Disposition of Equipment. The Lessee shall, at its own expense, as agent for the Lessor, dispose of such Item or Items of Equipment having suffered a Casualty Occurrence as soon as it is able to do so for the fair market value thereof. Any such disposition shall be on an "as-is", "where-is" basis without representation or warranty, express or implied. As to each separate Item of Equipment so disposed of, so long as no Event of Default, or any event which with the lapse of time or the giving of notice or both, would constitute such an Event of Default shall have occurred and be continuing, the Lessee may retain all amounts arising from such disposition plus any insurance proceeds and damages received by the Lessee by reason of such Casualty Occurrence up to the Casualty Value attributable thereto and shall remit the excess, if any, to the Lessor. In disposing of such Item of Equipment, the Lessee shall take such action as the Lessor shall reasonably request to terminate any contingent liability which the Lessor might have arising after such disposition from or connected with such Item of Equipment.

11.6 Casualty Value. The Casualty Value of each Item of Equipment shall be the amount equal to that percentage of the Purchase Price of such Item of Equipment set forth in the Schedule of Casualty Value attached hereto as Schedule C opposite the date of payment thereof.

11.7 Risk of Loss. The Lessee shall bear the risk of loss and, except as hereinabove in this Section 11 provided, shall not be released from its obligations hereunder in the event of any Casualty Occurrence to any Item of Equipment from and after the date hereof and continuing until payment of the Casualty Value and all rental installments and other sums due on and prior to the date of payment

of such Casualty Value in respect of such Item of Equipment has been made, such Item or the salvage thereof has been disposed of by the Lessee and the title to such Item or the salvage thereof and all risk of loss and liabilities incident to ownership have been transferred to the purchaser of such Item or the salvage thereof. The obligations set forth in this Section 11.7 do not guarantee to any party at any time a residual value in the Equipment nor do they guarantee the payment of the Notes or any interest accrued thereon.

11.8 Eminent Domain. In the event that during the term of this Lease the use of any Item of Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise for an indefinite period or for a stated period which does not exceed the term of this Lease, the Lessee's obligation to pay all installments of rental and other sums shall continue for the duration of such requisitioning or taking. So long as no Event of Default, or event which with the lapse of time or giving of notice, or both, shall have occurred and be continuing, the Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession.

SECTION 12. ANNUAL REPORTS.

12.1 Lessee's Certificate. On or within the month before May 1 of each year commencing May 1, 1981, the Lessee will furnish to the Lessor, the Trustors and any assignee of the Lessor pursuant to Section 16 hereof (including, without limitation, the Security Trustee and the Note Purchasers) a certificate signed by an officer of the Lessee or such other qualified person as may be satisfactory to the Lessor and the Trustors, setting forth (a) as of the preceding December 31 the amount, description and numbers of the Items of Equipment then leased hereunder, and, as to each such Item of Equipment, the description and road number of such Item of Equipment, the amount, description and numbers of all Items of Equipment that may have suffered a Casualty Occurrence during the 12 months ending on such December 31 (or since the date of this Lease, in the case of the first such statement), or are then undergoing repairs (other than running repairs) or then withdrawn from use pending such repairs (other than running repairs) and such other information regarding the condition and state of repair of the Equipment as the Lessor may reasonably request (including a description, the date or dates and the cost of all

additions, modifications or improvements made to any Item of Equipment in the preceding year), (b) stating that, in the case of all Items of Equipment repainted or repaired during the period covered by such statement, the numbers and markings required by Section 4.2 hereof have been preserved or replaced, (c) setting forth the identification numbers of all Items of Equipment which are then in the condition required by Section 8 hereof and certifying that all such Items of Equipment are in such condition, and (d) setting forth the identification numbers of all Items of Equipment which are not in such condition.

12.2 Lessor's Inspection Rights. The Lessor, the Trustors and any assignee of the Lessor pursuant to Section 16 hereof (including, without limitation, the Security Trustee and the Note Purchasers) each shall have the right, at their respective sole cost and expense, by their respective authorized representative, to inspect the Equipment and the Lessee's records with respect thereto and any other books and records referred to in Section 5 of the Participation Agreement, at such time as shall be reasonably necessary to confirm thereto the existence and proper maintenance of the Equipment during the continuance of this Lease, but shall have no duty to do so.

SECTION 13. RETURN OF EQUIPMENT UPON EXPIRATION OF TERM.

Upon the expiration of the term of this Lease with respect to any Item of Equipment, or upon termination of this Lease pursuant to Section 18.4 hereof with respect to any Item of Equipment, the Lessee will, at its own cost and expense, at the request of the Lessor, deliver possession of such Item of Equipment to the Lessor (with all logos other than road numbers removed and the Equipment repainted) upon such storage tracks within a 150-mile radius of St. Louis, Missouri, as may be selected by the Lessee (or, if the Lessee is unable to arrange for storage within such radius, at such storage tracks within or beyond such 150-mile radius as may be arranged and designated by the Lessor, provided that in any such case, the Lessee shall be required to pay for transportation only to a point 150 miles from St. Louis), and the Lessee will bear the cost of storage of such Item of Equipment on such tracks for a period not exceeding 90 days or the final disposition of the Equipment, whichever is less. All movement to the storage tracks and storage of each such Item as well as any movement of any Item deemed necessary by the Lessee to store cars up to the 90-day

period pursuant to the provisions of this Section 13, will be at the risk and expense of the Lessee. The Lessor will be responsible for any other movement of the cars after they have been stored, at its sole risk and expense whether within such 90-day period or not. During any such storage period the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Item, to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence or wilful misconduct of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. All amounts earned in respect of the Equipment after the date of expiration of this Lease, shall belong to the Lessor and, if received by the Lessee, shall be promptly turned over to the Lessor. In the event any Item of Equipment is not assembled, delivered and stored as hereinabove provided within 30 days after the expiration of this Lease, the Lessee shall, in addition, pay to the Lessor for each day thereafter an amount equal to the amount, if any, by which the higher of (i) an amount equal to .047222% of Lessor's Cost for such Item of Equipment, or (ii) the Fair Rental Value (determined in the manner provided in Section 18 hereof) for such Item for each such day exceeds the amount, if any, received by the Lessor (either directly or from the Lessee) for such day for such Item pursuant to the preceding sentence. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee to so assemble, deliver, store and transport the Equipment.

SECTION 14. DEFAULT.

14.1 Events of Default. Any of the following events shall constitute an Event of Default hereunder:

(a) Default shall be made in the payment of any part of the rental or Casualty Value or Termination Value provided in Section 2, 11 or 18 hereof and such default shall continue for five days;

(b) The Lessee shall make or permit any assignment or transfer of this Lease, or of possession of the Equipment, or any portion thereof, not permitted by this Lease;

(c) Default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein or in the Participation Agreement and such default shall continue for 30 days after the earlier of (i) written notice from the Lessor to the Lessee, specifying the default and demanding the same to be remedied or (ii) the date on which such default became known to any responsible officer of the Lessee (as defined in Section 14.5 hereof);

(d) Any representation or warranty made by the Lessee herein or in the Participation Agreement or the Purchase Order Assignment or in any statement or certificate furnished to the Lessor, the Trustors, the Security Trustee or the Note Purchasers pursuant to or in connection with this Lease, the Participation Agreement or the Purchase Order Assignment is untrue in any respect material to the transactions contemplated hereby (including the financial condition of the Lessee) as of the date of issuance or making thereof;

(e) Any proceedings shall be commenced by or against the Lessee for any relief which includes, or might result in, any modification of the obligations of the Lessee hereunder, under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustments of the obligations of the Lessee hereunder), and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue), all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification), for the Lessee or for the property of the Lessee in connection with any such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees or receiver or receivers, within 30 days after such appointment, if

any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier; or

(f) A petition for reorganization under Title 11 of the United States Code, as now or hereafter constituted, shall be filed by or against the Lessee and, unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by such trustee or trustees appointed (whether or not subject to ratification, in such proceedings in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such trustee or trustees, within 60 days after such petition shall have been filed and otherwise in accordance with the provisions of 11 U.S.C. §1168, or any successor provision, as the same may hereafter be amended.

14.2 Remedies. If any Event of Default has occurred and is continuing, the Lessor or, in the event this Lease shall be assigned to an assignee pursuant to Section 16 hereof, such assignee, at its option, may:

(a) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, including but not limited to net after-tax losses of Federal and state income tax benefits to which the Lessor would otherwise be entitled under this Lease, and including reasonable attorneys' fees; and/or

(b) By notice in writing to the Lessee, terminate this Lease, whereupon all right of the Lessee to the use of the Equipment shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon, the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Equipment may be located and take possession of all or any of the Items of Equipment and thenceforth hold,

possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use such Items for any purpose whatever, but the Lessor shall nevertheless have a right to recover from the Lessee any and all amounts which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as damages for loss of the bargain and not as a penalty, whichever of the following amounts the Lessor, in its sole discretion, shall specify: (x) a sum with respect to each Item of Equipment which represents the excess of the present worth, at the time of such termination, of all rentals for such Item which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease over the then present worth of the then Fair Rental Value of such Item for such period computed by discounting from the end of such term to the date of such termination rentals which the Lessor reasonably estimates to be obtainable for the use of such Item during such period, such present worth to be computed in each case on a basis of 6% per annum discount, compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated; or (y) an amount equal to the excess if any of the Casualty Value of such Item of Equipment as of the rent payment date on or immediately preceding the date of termination over the amount the Lessor reasonably estimates to be the Fair Market Value thereof at such time; provided, however, that in the event the Lessor shall have sold any Item of Equipment, the Lessor, in lieu of collecting any amounts payable to the Lessor by the Lessee pursuant to the preceding clauses (x) and (y) of this part (i) with respect thereto may, if it shall so elect, demand that the Lessee pay the Lessor and the Lessee shall pay to the Lessor, on the date of such sale, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the excess, if any, of the Casualty Value of such Item of Equipment as of the rent payment date on or immediately preceding the date of termination over the net proceeds of such sale, and (ii) any damages and expenses, other than for a failure to pay rental, in

addition thereto, including reasonable attorneys' fees, which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease other than for the payment of rental.

For purposes of this Section 14.2, the Fair Rental Value and Fair Market Value for any Item of Equipment shall be determined in the manner provided for appraisal arrangements specified in Section 18.2(b) hereof; provided that any sale in a commercially reasonable manner of any Item of Equipment prior to any such determination shall conclusively establish the Fair Market Value of such Item and any rental in a commercially reasonable manner of any Item of Equipment prior to any such determination shall conclusively establish the Fair Rental Value of such Item.

14.3 Cumulative Remedies. The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. 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. The Lessee hereby waives any and all existing or future claims of any right to assert any offset against the rent payments due hereunder, and agrees to make the rent payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf in connection with the lease of the Equipment.

14.4 Failure to Exercise Rights. The failure of the Lessor or the Lessee to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

14.5 Notice of Event of Default. The Lessee also agrees to furnish to the Lessor, the Trustors, the Security Trustee and the Note Purchasers, promptly upon any responsible officer becoming aware of any condition which constituted or constitutes an Event of Default under this Lease or which, after notice or lapse of time, or both, would constitute such an Event of Default, written notice specifying such condition and the nature and status thereof. For the purposes of this Section 14.5 a "responsible officer" shall mean, with respect to the subject matter of any

covenant, agreement or obligation of the Lessee in this Lease contained, any corporate officer of the Lessee who, in the normal performance of his operational responsibilities, would have knowledge of such matter and the requirements of this Lease with respect thereto.

SECTION 15. RETURN OF EQUIPMENT UPON DEFAULT.

15.1 Lessee's Duty to Return. If the Lessor or any assignee of the Lessor pursuant to Section 16 hereof shall terminate this Lease pursuant to Section 14 hereof, the Lessee shall forthwith deliver possession of the Equipment to the Lessor. For the purpose of delivering possession of any Item of Equipment to the Lessor as above required, the Lessee shall at its own cost, expense and risk (except as hereinafter stated):

(a) Forthwith place such Equipment in such reasonable storage place as the Lessor may designate or, in the absence of such designation, as the Lessee may select; provided that, in the event the Lessor shall designate storage tracks which are then unavailable then the Lessee agrees to so store the Items of Equipment upon such other storage tracks as shall then be so available and nearest to such storage tracks designated by the Lessor;

(b) Permit the Lessor to store such Equipment in such reasonable storage place at the Lessee's expense, including insurance, rent and storage, until such Equipment has been sold, leased or otherwise disposed of by the Lessor and during such period of storage the Lessee shall continue to maintain all insurance required by Section 11.1 hereof; and

(c) Transport the Equipment to any connecting carrier for shipment as the Lessor may direct in writing.

All amounts earned in respect of the Equipment after the date of termination of this Lease, shall belong to the Lessor or in the event this Lease has been assigned pursuant to Section 16 hereof, to such assignee, and, if received by the Lessee, shall be promptly turned over to the Lessor or in the case of such assignment, to such assignee.

In the event any Item of Equipment is not assembled, delivered and stored as hereinabove provided within 10 days after the termination of this Lease, the Lessee shall, in addition, pay to the Lessor or, in the case of such assignment, to such assignee for each day thereafter an amount equal to the amount, if any, by which the higher of (i) an amount equal to .047222% of the Lessor's Cost of such Item of Equipment, or (ii) the Fair Rental Value (determined in the manner provided in Section 18 hereof) for such Item of Equipment for each such day exceeds the amount, if any, received by the Lessor or such assignee (either directly or from the Lessee) for such day for such Item pursuant to the preceding sentence.

15.2 Specific Performance. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Equipment.

15.3 Lessor Appointed Lessee's Agent. Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 15, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Items of Equipment to the Lessor, to demand and take possession of such Item in the name, at the expense and on behalf of the Lessee from whosoever shall be at the time in possession of such Item.

SECTION 16. ASSIGNMENTS BY LESSOR.

This Lease and all rent and all other sums due or to become due hereunder may not be assigned by the Lessor without the prior written consent of the Lessee, the Trustors and the Note Purchasers, which consents shall not be unreasonably withheld, provided that the Lessor may assign this lease, and all rent and all other sums due or to become due hereunder, (i) without the prior written consents of the Lessee or the Note Purchasers, to a Successor Trustee under the Trust Agreement or (ii) without the prior written consent of the Lessee, to the Security Trustee as security

under the Security Agreement. Upon any assignment pursuant to the preceding sentence, the rent and other sums payable by the Lessee which are the subject matter of the assignment shall be paid to or upon the written order of the assignee. Without limiting the foregoing, the Lessee further acknowledges and agrees that (i) the rights of any such assignee in and to the sums payable by the Lessee under any provisions of this Lease shall not be subject to any abatement whatsoever and shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever whether by reason or failure of or defect in the Lessor's title, or any interruption from whatsoever cause in the use, operation or possession of the Equipment or any part thereof, or any damage to or loss or destruction of the Equipment or any part thereof, or by reason of any other indebtedness or liability, howsoever and whenever arising, of the Lessor to the Lessee or to any other person, firm or corporation or to any governmental authority or for any cause whatsoever, it being the intent hereof that, except in the event of a wrongful act on the part of such assignee, the Lessee shall be unconditionally absolutely obligated to pay such assignee all of the rents and other sums which are the subject matter of the assignment, (ii) said assignee shall, if any Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, shall have occurred and be continuing, have the sole right to exercise all rights, privileges and remedies (either in its own name or in the name of the Lessor for the use and benefit of said assignee) which by the terms of this Lease are permitted or provided to be exercised by the Lessor (except those rights, privileges and remedies relating to amounts payable to the Lessor or the Trustors pursuant to Sections 6, 10.2, 11.1 [with respect to public liability insurance] and 21.3 hereof which shall remain enforceable by the Lessor and/or the Trustors, as the case may be), but if no Event of Default or event which with lapse of time or giving of notice, or both, would constitute an Event of Default, shall have occurred and be continuing, said assignee, the Lessor and the Trustors may each exercise their respective rights, privileges and remedies stated in this Lease to be provided for their respective benefits, and (iii) all obligations of the Lessor to the Lessee under this Lease shall be and remain enforceable by the Lessee against, and only against, the Lessor.

It is understood and agreed that the right, title and interest of any such assignee in, to and under this

Lease and the rents and other sums due and to become due hereunder shall by the express terms granting and conveying the same be subject to the interest of the Lessee in and to the Equipment.

SECTION 17. ASSIGNMENTS BY LESSEE; USE AND POSSESSION.

17.1 Lessee's Rights to the Equipment. So long as no Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, shall have occurred and be continuing, the Lessee shall be entitled to the possession and use of the Equipment in accordance with the terms of this Lease, but, without the prior written consents of the Lessor and, so long as any of the Notes shall be outstanding, the Security Trustee, which consents shall not be unreasonably withheld, the Lessee shall not assign, transfer or encumber its leasehold interest under this Lease in any of the Equipment. The Lessee shall not, without the prior written consent of the Lessor and, so long as any of the Notes shall be outstanding, the Security Trustee, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Equipment, except to the extent permitted by the provisions of Section 17.2 hereof.

17.2 Use and Possession of Equipment. So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession of the Equipment and to the use thereof upon the lines of railroad owned or operated by any railroad company or companies incorporated in the United States of America (or any state thereof or the District of Columbia) or over which such railroad company or companies have trackage rights or rights for the operation of their trains and also to permit the use of any Item of Equipment upon connecting and other carriers in the usual interchange of traffic or pursuant to run-through agreements, but only upon and subject to all the terms and conditions of this Lease. So long as the Lessee shall not be in default under this Lease, the Lessee, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, may sublease any Items of Equipment, provided that any such sublease is by its terms expressly subordinated to this Lease. Notwithstanding the foregoing, the Lessee shall at no time throughout the term of this Lease assign or permit the assignment of any Item of Equipment to

service (including, without limitation, the regular operation or maintenance thereof) outside the continental United States, and the Lessee agrees that the Equipment shall be used primarily in interstate commerce and shall not be used outside the continental United States. No assignment or sublease entered into by the Lessee hereunder shall relieve the Lessee of any liability or obligation hereunder which shall be and remain that of a principal and not a surety, except that payment to the entities entitled to payment hereunder or performance by an assignee or a sublessee of the Lessee hereunder, in respect of any of the obligations of the Lessee hereunder, shall discharge such obligations to the full extent to which such payment or performance is made.

17.3 Merger, Consolidation or Acquisition of Lessee. Nothing in this Section 17 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Equipment or possession of the Equipment to any corporation into or with which the Lessee shall have become merged or consolidated or which shall have acquired or leased all or substantially all of the lines of railroad of the Lessee, provided that (i) such assignee, successor or transferee shall then have a "net worth" (as hereinafter defined) of no less than the "net worth" of the Lessee immediately prior to such merger, consolidation or acquisition, and shall have duly assumed the obligations of the Lessee hereunder, (ii) such assignee, successor or transferee will not, upon the effectiveness of such merger or consolidation or acquisition of properties and the assumption of such obligations, be in default under any provisions of this Lease and (iii) such merger or consolidation or acquisition of Properties shall not alter in any way the Lessee's obligations to the Lessor hereunder which shall be and remain those of a principal and not a guarantor. As used herein, "net worth" shall mean the net worth of such assignee, successor or transferee and its subsidiaries determined in accordance with generally accepted accounting principles at the time in effect.

SECTION 18. RIGHT OF FIRST REFUSAL; RENEWAL; TERMINATION.

18.1 Right of First Refusal. Unless an Event of Default, or any event which with the lapse of time or giving of notice, or both, would constitute an Event of Default, shall have occurred and be continuing, the Lessor shall not, at any time after the end of the original term of this Lease

(or, if the Lessee has renewed this Lease for a renewal term pursuant to Section 18.2 hereof, at the end of such renewal term) sell, transfer or otherwise dispose of an Item of Equipment unless:

(a) the Lessor shall have given the Lessee notice (i) stating its intention to sell, transfer or dispose of such Item of Equipment, and (ii) offering to sell such Item of Equipment to the Lessee for cash at the Fair Market Value thereof (which shall be determined as set forth for renewals under Subsection 18.2(b) hereof) which offer may provide, if it involves more than one Item of Equipment, that the Lessee must purchase all such Items of Equipment as a group; and

(b) the Lessee shall not have notified the Lessor, within 15 business days following receipt of such notice, of its election to purchase such Item or Items of Equipment upon such terms and conditions on a date to be specified by the Lessee in such notice, which date shall be 15 business days (or such later date as is necessary to complete the determination of Fair Market Value) after the date of delivery of such notice by the Lessee to the Lessor, but not earlier than the end of the original term of this Lease (or, if the Lessee has renewed this Lease for a renewal term pursuant to Section 18.2 hereof, the end of such renewal term).

In the event the Lessee elects to purchase any Item of Equipment, and the date of purchase specified by the Lessee is later than the end of such original or renewal term, as the case may be, this Lease (including the obligations to pay rent) shall be further extended with respect to such Item of Equipment upon the terms and conditions set forth herein to the actual date of purchase.

Any purchase of the Equipment pursuant to this Section 18.1 shall be accomplished by the Lessee's purchase of (x) in the case of CU, either the interest of such Trustor in the Equipment or the capital stock of such Trustor, the selection of such means of accomplishment to be at the option of such Trustor (so long as, in the Lessee's sole judgment, the Lessee will suffer no adverse economic or regulatory consequences as a result of the means so selected) and (y) in the case of AmeriTrust, the interest of such Trustor in the Equipment.

Upon payment of the purchase price of any Item of Equipment, pursuant to an election by the Lessee to purchase the Equipment, the Lessor shall upon request of the Lessee execute and deliver to the Lessee, or to the Lessee's assignee or nominee, a bill of sale (without warranties) for such Item such as will transfer to the Lessee such title to such Item as the Lessor derived from the Manufacturer, free and clear of all liens, security interests and other encumbrances arising through the Lessor.

Notwithstanding the foregoing provisions of this Section 18.1, the Lessor may, if the Lessee has not renewed this Lease pursuant to Section 18.2 hereof, lease any or all Items of Equipment at any time after the end of the original term of this Lease (or, if the Lessee has renewed this Lease for a renewal term pursuant to Section 18.2 hereof, at the end of such renewal term) without first offering to lease the Equipment to the Lessee.

18.2 Renewal Options. Provided that no Event of Default, or any event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, shall have occurred and be continuing, the Lessee shall have the following renewal options:

(a) The Lessee shall have the option to renew and extend this Lease as to all, but not less than all, of the Items of Equipment then leased hereunder for two additional renewal terms of five years each upon and subject to the terms and conditions herein contained for the original term of this Lease; provided that the Fixed Rental payable for and during any such renewal term shall be an amount equal to the Fair Rental Value (as hereinafter defined) of such Items of Equipment and that the Casualty Value payable for and during any such renewal term in respect of any Item of Equipment suffering a Casualty Occurrence during such term shall be an amount equal to the higher of (i) the Fair Market Value of such Item of Equipment as of the beginning of such renewal term, or (ii) an amount equal to 20% of the Purchase Price of such Item of Equipment. Each renewal term shall commence immediately upon the expiration of the preceding term. The Lessee shall give the Lessor written notice of any such election at least 180 days prior to the commencement of any renewal term provided for in this Section 18.2; and

(b) The Fair Rental Value or Fair Market Value, as the case may be, of the Items of Equipment shall be determined on the basis of, and shall be equal in amount to, the value which would obtain in an arm's-length transaction between an informed and willing lessee or buyer, as the case may be (other than a lessee or buyer, as the case may be, currently in possession) and an informed and willing lessor or seller, as the case may be, under no compulsion to lease or sell, as the case may be. If on or before 90 days prior to the date of commencement of the renewal term elected by the Lessee, the Lessor and the Lessee are unable to agree upon a determination of the Fair Rental Value or the Fair Market Value of such Items of Equipment, such value shall be determined in accordance with the foregoing definition by a qualified independent Appraiser. The term "Appraiser" shall mean any independent appraiser mutually agreed upon by the Lessor and the Lessee or if no such mutual agreement is reached within 15 days after the beginning of such 90-day period, two independent appraisers, one chosen by the Lessor and one chosen by the Lessee, or, if such appraisers cannot agree on the amount of such value within 60 days prior to the date of commencement of the renewal term elected by the Lessee, an independent appraiser to be chosen by the American Arbitration Association promptly thereafter. The Appraiser shall be instructed to make such determination within a period of 30 days following appointment, and shall promptly communicate such determination in writing to the Lessor and the Lessee. The determination so made shall be conclusively binding upon both the Lessor and the Lessee. The expenses and fees of the Appraiser shall be borne equally by the Lessor and the Lessee.

18.3 Delivery of Equipment. Unless the Lessee has elected to purchase the Items of Equipment then leased hereunder or to renew this Lease in respect of such Items of Equipment as provided in this Section 18, all of such Items of Equipment shall be returned to the Lessor at the end of the original term, or the then current renewal term, as the case may be, in accordance with Section 13 hereof.

18.4 Voluntary Termination Upon Obsolescence. So long as no Event of Default (or event or condition which would constitute an Event of Default but for the lapse of time or the giving of notice or both) shall have occurred and be continuing, and so long as the Equipment shall be in the condition that would have been required for

redelivery pursuant to Section 13 hereof, the Lessee shall have the right at its option on any rental payment date after July 2, 1991, on at least 180 days' prior written notice (the Lessee's "Termination Notice") to the Lessor specifying a date of termination (the "Termination Date"), to terminate this Lease as to all but not less than all of the Equipment if the Lessee shall have made a good faith determination (certified to by a certificate signed on behalf of the Lessee by its President or one of its Vice Presidents and by its Secretary or one of its Assistant Secretaries and delivered to the Lessor, the Security Trustee, the Trustors and the Note Purchasers) that the Equipment has become economically obsolete, such termination to become effective, in the case of a sale referred to below or the election referred to below not to sell the Equipment, on the Termination Date.

At any time within 90 days after receipt of the Lessee's Termination Notice, the Lessor may pay to the Security Trustee an amount equal to the entire unpaid principal of the Notes then outstanding, together with all accrued and unpaid interest thereon, to but not including the date of such payment, and concurrently or thereafter within such 90-day period the Lessor may by written notice to the Lessee elect (the Lessor's "Election Not to Sell"), effective as of the Termination Date, not to sell the Equipment at the termination of this Lease. In such event, the Lessee shall duly deliver the Equipment to the Lessor on the Termination Date in accordance with the terms of Section 13 hereof.

So long as the Lessor shall not have given notice of its Election Not to Sell, the Lessee, as agent for the Lessor, shall, after giving its Termination Notice and until the Termination Date, use its best efforts to obtain bids for the purchase of the obsolete Equipment, and the Lessor may, if it desires to do so, seek to obtain such bids. In the event the Lessee receives any bid, the Lessee shall, at least 15 business days prior to the Termination Date, certify to the Lessor in writing the amount and terms of such bid and the name and address of the party (who shall not be the Lessee or any person, firm or corporation affiliated with the Lessee) submitting such bid. In the event the Lessor receives any bid, the Lessor shall, at least 15 business days prior to the Termination Date, certify to the Lessee in writing the amount and terms of such bid and the name and address of the party (who shall not be the Lessee or any person, firm or corporation affiliated with the Lessee) submitting such bid. On the Termination Date, so long as the Lessor shall not have exercised its Election Not

to Sell, (i) the Lessee shall deliver the Equipment to the bidder, if any, which shall have submitted the highest bid prior to such date, in the same manner as if delivery were made to the Lessor pursuant to, and subject to all the terms of, Section 13 hereof, and shall duly transfer to the Lessor title to any such Equipment not owned by the Lessor, all in accordance with the terms of Section 13, and (ii) the Lessor shall, without recourse or warranty, simultaneously therewith sell the Equipment for cash to such bidder. The total selling price realized at such sale shall be retained by Lessor.

On the Termination Date, the Lessee shall pay to the Lessor (x) the excess, if any, of (A) the Termination Value (as hereinafter defined) of the Equipment, computed with reference to the Termination Date, over (B) if the Lessor shall have exercised its Election Not to Sell, the Fair Market Value (determined as for renewals pursuant to Section 18.2 hereof) of the Equipment, or, in the case of a sale pursuant to this Section 18.4, the sale price of the Equipment sold by Lessor after deducting the expenses incurred by the Lessor in connection with such sale plus (y) the installment of Fixed Rental payable on the Termination Date. The Termination Value of each Item of Equipment shall be the amount equal to the percentage of the Purchase Price of such Item of Equipment set forth in the Schedule of Termination Values attached hereto as Schedule D opposite the date of payment thereof.

If no sale shall have occurred on or as of the Termination Date, and if the Lessor shall not have given notice of its Election Not to Sell, this Lease shall continue in full force and effect. In the event of any such sale or Election Not to Sell and upon compliance by the Lessee with the provisions of this Section 18.4, the obligation of the Lessee to pay the installments of Fixed Rental due and payable after the Termination Date shall cease and the term of this Lease shall end on such Termination Date.

SECTION 19. INTEREST ON OVERDUE RENTALS AND AMOUNT PAID BY LESSOR.

Anything to the contrary herein contained notwithstanding, any nonpayment of rent due hereunder, or amounts expended by the Lessor on behalf of the Lessee, shall result in the additional obligation on the part of the Lessee to

pay also an amount equal to 17% per annum (or the lawful rate, whichever is less) on the overdue rentals and amounts expended for the period of time during which they are overdue or expended and not repaid.

SECTION 20. LESSEE'S FEDERAL INCOME TAX INDEMNITIES.

20.1. Loss of Investment Credit, Depreciation Deductions or Interest Deductions. Except as otherwise provided in this Section 20.1 or in Section 20.2, if under any circumstance or for any reason whatsoever:

(a) Any Trustor is not allowed its allocable share of investment credits under section 38 of the Internal Revenue Code, as amended (the "Code"), with respect to the Equipment, of not less than 10% of the full Purchase Price of the Equipment and such of the Transaction Costs enumerated in Section 2.8 of the Participation Agreement as are includible in the Lessor's basis for the Equipment for depreciation purposes; or

(b) Any Trustor is not allowed deductions for its allocable share of the depreciation of the Equipment under section 167(a) of the Code computed pursuant to the double-declining balance, sum of the years-digits or straight-line method of depreciation (authorized by section 167(b)(1), (2) or (3) of the Code), as elected by the Lessor from time to time, and the asset depreciation range system of section 1.167(a)-11 of the Income Tax Regulations (the "Regulations"), and determined on the basis that 7 months' depreciation with respect to 295/350th of the full Purchase Price of the Equipment and such of the Transaction Costs enumerated in Section 2.8 of the Participation Agreement as are includible in the Lessor's basis, is allowable in 1980, that the cost basis of the Equipment under section 167(g) of the Code is at least equivalent to the full Purchase Price of the Equipment and such of the Transaction Costs enumerated in Section 2.8 of the Participation Agreement as are includible in the Lessor's basis for the Equipment for depreciation purposes, and that the Equipment has an asset depreciation period of 12 years and a net salvage value of zero; or

(c) Any such investment credits or deductions for depreciation are recaptured in whole or in part

pursuant to section 47 or section 1245 of the Code (or successor sections thereto); or

(d) Any Trustor is not allowed its allocable share of deductions for any interest paid on the Notes; or

(e) Any Trustor is not allowed its allocable share of deductions for amortization of such of the transaction expenses enumerated in Section 2.8 of the Participation Agreement as are not includible in the Lessor's cost basis described in paragraph (b) above or currently deductible.

(any such failure to allow or such recapture being hereinafter called a "Loss"), then the Lessee shall pay to such Trustor as an indemnity the amounts and at the times set forth in the following paragraph:

In the case of any Loss of investment credits, depreciation deductions, deductions for interest, or deductions for amortization of Transaction Costs, the Lessee shall pay to such Trustor (i) an amount which, after deduction of the net amount of all taxes which would be required to be paid at the highest corporate tax rates then applicable in respect of the receipt of such amount under the laws of any Federal, state or local government or taxing authority in the United States or in any foreign country which has jurisdiction to tax such Trustor, shall be equal to the sum of the aggregate amount of additional Federal, state and local income taxes at the highest corporate tax rates applicable under such laws at such time and the amount of any penalties or additions to tax applicable thereto which are not deductible for Federal income tax purposes which would be required to be paid from time to time as a result of any such Loss plus (ii) the aggregate amount of any interest and penalties or additions to tax applicable thereto which are deductible for Federal income tax purposes which would be payable by such Trustor from time to time as a result of any such Loss. Such Trustor shall pay to the Lessee an amount equal to the aggregate net reduction in Federal, state and local income taxes, if any, realized by such Trustor during any taxable year attributable to any Loss or realized by reason of any position taken by the Internal Revenue Service resulting in such Loss, plus the amount of any additional tax benefits realized by such Trustor as a

result of any payment pursuant to this sentence; provided, that such Trustor shall not be obligated to make any payment pursuant to this sentence to the extent that the amount of such payment would exceed (i) the amount of all prior payments pursuant to this Section 20.1 by the Lessee to such Trustor with respect to any Loss, less (ii) the amount of all prior payments by such Trustor to the Lessee pursuant to this sentence. Any amount payable to a Trustor pursuant to this paragraph shall be payable not later than 30 days after receipt of a written demand therefor from such Trustor accompanied by a written statement describing in reasonable detail such Loss and the computation of the amount so payable. Subject to the provisions of Section 20.4, a Trustor may make such demand upon filing a tax return which on advice of counsel reflects such Loss, or if such Loss is not reflected in a tax return, upon receipt by such Trustor of a written notice from a taxing authority making or proposing an adjustment resulting in such Loss, but in no event later than the time when such Trustor makes a tax payment as a result of such Loss.

20.2 Exceptions. The Lessee shall not be required to make any payment pursuant to the provisions of Section 20.1 on account of any Loss which is a direct result solely of any one or more of the following causes:

(a) the failure of a Trustor to have sufficient Federal income tax liability against which to apply such investment credit or sufficient income to benefit from such deductions;

(b) the failure of the Lessor to claim in a timely and proper manner (including the making of all appropriate elections under the applicable Regulations) such credits and deductions in its income tax returns for the appropriate years;

(c) a voluntary transfer by the Lessor of ownership of the Equipment or voluntary disposition by any of the Trustors of their interest in the Trust of which the Lessor is the Trustee, if such transfer or disposition (i) shall occur at any time while no Event of Default or Default has occurred and is continuing and (ii) shall not be pursuant to the written consent of the Lessee;

(d) any amendment to, or change in, the tax law applicable to the Lessor which is proposed and made effective after the earlier of (x) December 31, 1980 or (y) the delivery date of the last Item of Equipment hereunder;

(e) any proposed, temporary or final regulation or Revenue Ruling or Revenue Procedure of the Internal Revenue Service or any comparable state agency affecting income tax rates, or affecting the availability to the Lessor or any Trustor of the investment credit described in Section 20.1(a) hereof, the depreciation deduction described in Section 20.1(b) hereof or the interest or amortization deduction described in Sections 20.1(d) and (e) hereof which is issued after the later of (x) December 31, 1980 or (y) the delivery date of the last Item of Equipment hereunder; or

(f) any event as a result of which the Lessee has paid Casualty Value or Termination Value or an amount calculated by reference to Casualty Value or Termination Value in accordance with the provisions of this Lease, but only to the extent to which each Trustor is made whole for such Loss by reason of such payment.

20.3 Replacements and Improvements. If for any reason all or part of the cost or value of any alterations, modifications, improvements, additions, replacements, maintenance or repairs of or to the Equipment or any expenditures by the Lessee in respect of the Equipment or any parts thereof ("Additional Expenditures") made by the Lessee under and pursuant to the terms of this Lease is required to be included in the gross income of the Lessor for income tax purposes (under circumstances in which each Trustor is not entitled to deduct its allocable share of such amount in the same taxable year), then the Lessee shall pay such Trustor, not later than 30 days after receipt of a written demand therefor from such Trustor accompanied by a written statement describing in reasonable detail the computation of the amount payable, (i) an amount which, after deduction of the net amount of all taxes which would be required to be paid at the highest corporate tax rates then applicable in respect of the receipt of such amount under the laws of any Federal, state or local government or taxing authority in the United States or in any foreign country which has jurisdiction to tax such Trustor, shall be equal to the sum of the aggregate amount of additional Federal, state and local

income taxes at the highest corporate tax rates applicable under such laws at such time and the amount of any penalties or additions to tax applicable thereto which are not deductible for Federal income tax purposes which would be required to be paid in respect of such Trustor's allocable share of such inclusion, plus (ii) the aggregate amount of any interest and additions to tax or penalties applicable thereto which are deductible for Federal income tax purposes which would be payable by such Trustor as a result of such inclusion. Within 30 days after the filing of an income tax return reflecting the utilization by such Trustor of an income tax benefit as a direct result of the inclusion in such Trustor's gross income of all or part of any Additional Expenditures as to which the foregoing is applicable, such Trustor shall pay the Lessee (i) an amount equal to the income tax benefit realized by such Trustor and (ii) the amount of any net Federal, state or local income taxes saved by such Trustor in respect of its payment to the Lessee of amounts referred to in clause (i) above and its payment to Lessee of amounts pursuant to this clause (ii); provided, that such Trustor shall not be obligated to make any payment pursuant to this sentence to the extent that the amount of such payment would exceed (x) the amount of all prior payments (on a cumulative basis) by the Lessee to such Trustor under this Section 20.3 with respect to the Additional Expenditure by reason of which such Trustor realized such income tax benefit, less (y) the amount of all prior payments by such Trustor to the Lessee pursuant to this sentence. Such Trustor shall take all reasonable steps to seek and claim such income tax benefits.

For purposes of this Section 20.3, the cost of any Additional Expenditure made by the Lessee shall be deemed to be "required to be included in the gross income of the Lessor for income tax purposes," if such inclusion is required by (a) any private ruling letter issued to the Lessor by the Internal Revenue Service that has not been revoked or otherwise rendered inapplicable, (b) any published revenue ruling or revenue procedure of the Internal Revenue Service which has not been held invalid by a court having ultimate appellate jurisdiction over the income tax liability of each Trustor or (c) any determination by the Internal Revenue Service or other taxing authority upon audit of the income tax returns of such Trustor. The Lessee shall, within 30 days after December 31 in each calendar year in which the Lessee has made any Additional Expenditure which may be required to be included in the gross income of the Lessor for

income tax purposes, give written notice thereof to the Lessor and each Trustor describing such Additional Expenditure in reasonable detail and specifying the cost thereof.

20.4 Proceedings. In the event a claim shall be made by the Internal Revenue Service or other taxing authority which, if successful, would result in an obligation on the part of the Lessee to indemnify a Trustor pursuant to Section 20.1 or 20.3, such Trustor shall exercise in good faith reasonable efforts to avoid requiring the Lessee to pay such indemnity; provided, however, that such Trustor, in its reasonable discretion, may determine whether or not to undertake judicial or administrative proceedings beyond the level of an auditing agent with respect to any such claim, and provided further, that such Trustor shall not be required to take any action unless and until the Lessee shall have (i) furnished such Trustor with an opinion of independent tax counsel to the effect that a meritorious defense exists to such claim; and (ii) agreed to indemnify such Trustor in a manner satisfactory to such Trustor for any liability or Loss which such Trustor may incur as a result of contesting such claim; and (iii) agreed to pay such Trustor on demand all costs and expenses which such Trustor may incur in connection with contesting such claim, including, without limitation, (x) reasonable attorneys', accountants', engineers' and like professional fees and disbursements, and (y) in the event that such Trustor shall elect to contest the claim by paying the tax claimed and then seeking a refund thereof, the amount of such tax and interest, additions to tax and penalties thereon, if any, all in the manner and amount provided in Section 20.1 or Section 20.3. In the case of any written claim or notice to a Trustor by the Internal Revenue Service or other taxing authority which, if successful, would result in an indemnity payment by the Lessee pursuant to Section 20.1 or Section 20.3, such Trustor agrees (i) within 30 days to notify the Lessee in writing of such claim and of any action taken or proposed to be taken by the Internal Revenue Service or other taxing authority with respect thereto, (ii) if legally permitted, not to make payment of the tax claimed for at least 30 days after the giving of such notice, (iii) to give to the Lessee any relevant information relating to such claim which may be particularly within the knowledge of such Trustor, and (iv) if requested by the Lessee, to consult with the Lessee in good faith prior to taking any action to contest such claim, provided that should the Lessee and such Trustor disagree

concerning any action to be taken in connection with contesting such claim, the decision of such Trustor shall be controlling. Such Trustor shall make no demand for payment under Section 20.1 or 20.3 while such Trustor is contesting a tax claim, except if such Trustor has paid the tax claimed and is seeking a refund thereof.

Notwithstanding the foregoing provisions of this Section 20.4, such Trustor in its sole discretion (by written notice to the Lessee) may unconditionally waive its rights to the indemnities set forth in this Section 20 with respect to any Loss or any inclusion in income of an Additional Expenditure, and refrain from contesting such Loss or such inclusion, in which event the Lessee shall have no liability to such Trustor hereunder with respect to such Loss or such inclusion, it being understood that any such waiver shall be without prejudice to the rights of such Trustor with respect to any other Loss or inclusion.

20.5 Special Definition. For all purposes of this Section 20, where appropriate, the terms "Trustor" or "Trustors" shall mean either of the Trustors, as the case may be, and the affiliated group, within the meaning of section 1504 of the Code (or similar provisions of other tax laws), of which either Trustor is a member and references to income, deductions, credits or other tax attributes shall be deemed to refer, where appropriate, to the allocable shares of such Trustors.

20.6 Effect of Other Indemnities. The Lessee's obligations under the indemnities provided for in this Section 20 shall be those of a primary obligor whether or not the person indemnified shall also be indemnified with respect to the same matter under the terms of the Participation Agreement or any other documents referred to therein or any other document or instrument, and the person seeking indemnification from the Lessee pursuant to any provision of this Section 20 may proceed directly against the Lessee without first seeking to enforce any other right of indemnification.

20.7 Duration. All of the Trustors' rights and privileges arising from the indemnities contained in this Section 20 shall survive the expiration or other termination of this Lease and such indemnities are expressly made for the benefit of and shall be enforceable by the Trustors or either of them and their respective successors and assigns.

SECTION 21. MISCELLANEOUS.

21.1 Limitations of Liability. It is expressly understood and agreed by and between the Lessor and the Lessee and their respective successors and assigns that this Lease is executed by United States Trust Company of New York, not individually or personally but solely as Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Trustee, that each and all of the representations, undertakings and agreements herein made on the part of the Lessor are each and every one of them made and intended not as personal representations, undertakings and agreements by United States Trust Company of New York or the Trustors, or for the purpose or with the intention of binding United States Trust Company of New York or the Trustors personally, but are made and intended for the purpose of binding only the Trust Estate as defined in the Trust Agreement, that this Lease is executed and delivered by United States Trust Company of New York solely in the exercise of the powers expressly conferred upon United States Trust Company of New York as trustee under the Trust Agreement, that actions to be taken by the Lessor pursuant to its obligations hereunder may, in certain instances, be taken by the Lessor only upon specific authority of the Trustors, that nothing herein contained shall be construed as creating any liability, except for gross negligence or willful misconduct, on United States Trust Company of New York or the Trustors, individually or personally, or in any event on any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, employee, officer or director of, United States Trust Company of New York or the Trustors, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the Lessee and by each and every person now or hereafter claiming by, through or under the Lessee, and that so far as United States Trust Company of New York or the Trustors, individually or personally are concerned, the Lessee and any person claiming by, through or under the Lessee shall look solely to the Trust Estate as defined in the Trust Agreement for the performance of any obligation under this Lease; provided that nothing in this Section 21.1 shall be construed to limit in scope or substance those representations and warranties of United States Trust Company of New York in its individual capacity set forth in the Participation

Agreement. The term "Lessor" as used in this Lease shall include any trustee succeeding United States Trust Company of New York as trustee under the Trust Agreement or the Trustors if the trust created thereby is revoked. Any obligation of the Lessor hereunder may be, but shall not be required to be, performed by the Trustors, subject to Section 5.3 of the Security Agreement, and any such performance shall not be construed as revocation of the Trust created by the Trust Agreement. Nothing contained in this Lease shall restrict the operation of the provisions of the Trust Agreement with respect to its revocation or the resignation or removal of the Trustee thereunder.

It is expressly understood and agreed by and between the Lessor and the Lessee and their respective successors and assigns that this Lease is executed by the Lessee in its corporate capacity and that nothing herein contained shall be construed as creating any liability on any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, employee, officer or director of the Lessee to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the Lessor and the Trustors and by each and every person now or hereafter claiming, by, through or under the Lessor or the Trustors.

21.2 Notices. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States certified mails, first class, postage prepaid, addressed as follows:

If to the Lessor:

United States Trust Company of New York
45 Wall Street
New York, New York 10005
Attention of Corporate Trust and Agency Division

With copies to each of the Trustors

Payments to the Lessor hereunder to be made to the above address.

If to CU:

CU Investors Co. #17
100 West Tenth Street
Wilmington, Delaware 19801

with a copy to:

Commercial Union Leasing Corporation
115 East 57th Street
New York, New York 10022
Attention of the President

Payments to CU hereunder to be made as follows:

By wire transfer to:

New England Merchants National Bank
28 State Street
Boston, Massachusetts

for the account of CU Investors Co. #17
Account No. 0436-2638

By check to:

CU Investors Co. #17
100 West Tenth Street
Wilmington, Delaware 19801

If to AmeriTrust:

AmeriTrust Company
900 Euclid Avenue
Cleveland, Ohio 44101
Attention of Mr. Dennis P. Synecky, Vice President

Payments to AmeriTrust hereunder by check or wire transfer to be made to the above address, attention of Dennis P. Synecky, Vice President.

If to the Security Trustee:

The Connecticut Bank and Trust Company
One Constitution Plaza
Hartford, Connecticut 06115
Attention: Corporate Trust Department

Payments to the Security Trustee hereunder to be made to the above address.

If to the Lessee:

Union Electric Company
P.O. Box 149
St. Louis, Missouri 63166
Attention of Mr. M.E. Gatewood, Vice President - Supply Service

If to any Note Purchaser:

At the addresses provided therefor in Schedule 3 to the Participation Agreement

or addressed or paid to any such party at such other address or place of payment as such party shall hereafter furnish to such other parties in writing.

21.3 Right of Lessor to Perform. If the Lessee shall fail to comply with any of its covenants herein contained, either the Lessor, the Trustors or, in the case of an assignment by the Lessor pursuant to Section 16 hereof, the assignee thereunder (including, without limitation, the Security Trustee and the Note Purchasers) may, after notice to the Lessee, but shall not be obligated to, make advances to perform the same and to take all such action as may be necessary to obtain such performance. Any payment so made by any such party and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith shall be payable by the Lessee to the party making the same upon demand as additional rent hereunder, with interest at the rate of 17% per annum.

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

21.5 Law Governing. This Lease shall be construed in accordance with the laws of the State of Missouri without regard to principles of conflict of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

21.6 Headings and Table of Contents. All Section headings and the Table of Contents are inserted for convenience only and shall not affect any construction or interpretation of this Lease.

21.7 Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be as to such jurisdiction ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the day and year first above written.

UNITED STATES TRUST COMPANY OF NEW YORK , not individually but solely as Trustee under Union Electric Trust No. 80-1

By Thomas B. Zakrzewski
Its Assistant Vice President

[CORPORATE SEAL]

ATTEST

Louis P Young
Assistant Secretary

UNION ELECTRIC COMPANY

By M. E. Lakewood
Its Vice President

[CORPORATE SEAL]

ATTEST

James C. Thompson
Assistant Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12th day of June, 1980, before me personally appeared THOMAS B. ZAKRZEWSKI, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, 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.

Nathan L. Borden
Notary Public

[NOTARIAL SEAL]
My Commission expires:

NATHAN L. BORDEN
Notary Public, State of New York
No. 41-4677862
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1982

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12th day of June, 1980, before me personally appeared M.E. GATEWOOD, to me personally known, who being by me duly sworn, says that he is a Vice President of UNION ELECTRIC COMPANY, 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.

Nathan L. Borden
Notary Public

[NOTARIAL SEAL]
My Commission expires:

NATHAN L. BORDEN
Notary Public, State of New York
No. 41-4677862
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1982

SCHEDULE A
(to Equipment Lease)

DESCRIPTION OF ITEMS OF EQUIPMENT

Description and Mark and Number of Items of Equipment:	350, 100-ton Hoppers UCEX 80001-80350 Marked and Numbered UCEX 80001 to UCEX 80350, both inclusive
Base Purchase Price of Equipment:	$38,744 per Item
Maximum Aggregate Purchase Price of Equipment:	$18,649,425.29
Place of Delivery:	Oakland City Junction, Indiana, for cars marked and numbered 80001 to 80040, inclusive. East Yard Track No. 7, Portsmouth, Ohio, for cars marked and numbered 80041 to 80047, 80050 to 80052, 80055 to 80063 and 80065 to 80076, in each case inclusive. As yet undetermined, for remaining cars.

Delivery Schedule For Items of Equipment

Delivery Date	Items Delivered
6/13	71 units
7/11	74
7/25	45
9/5	60
9/26	45
10/24	55
Total	350

SCHEDULE B
(to Equipment Lease)

CERTIFICATE OF ACCEPTANCE UNDER EQUIPMENT LEASE

TO: United States Trust Company of New York, as Trustee under Union Electric Trust No. 80-1 (the "Lessor")

Ortner Freight Car Company (the "Manufacturer")

I, a duly appointed and authorized representative of Union Electric Company (the "Lessee") under the Equipment Lease dated as of May 1, 1980 between the Lessor and the Lessee, do hereby certify that I have inspected, received, approved and accepted delivery under the Lease of the following Items of Equipment:

TYPE OF EQUIPMENT:

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF UNITS:

MARKED AND NUMBERED:

I do further certify that the foregoing Items of Equipment are in good order and condition, and appear to conform to the specifications applicable thereto, that the Lessee has no knowledge of any defect in any of the foregoing Items of Equipment with respect to design, manufacture, condition or in any other respect, and that each Item has been labeled by means of a plate or a stencil printed in contrasting colors upon each side of the Item in letters not less than one inch in height as follows:

"Leased from a bank or Trust Company, as Owner-Trustee and Subject to a Security Interest Recorded with the I.C.C."

The execution of this Certificate will in no way relieve or decrease the responsibility of the Manufacturer for any warranties it has made with respect to the Equipment.

Dated: _____, 19__

_____
Inspector and Authorized
Representative of the
Lessee

Union Electric Trust No. 80-1

SCHEDULE C
(to Equipment Lease)

SCHEDULE OF CASUALTY VALUE

The Casualty Value for an Item of Equipment payable on any Rental payment date shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

Rental Payment Date on which Casualty Value if paid	Percentage of Purchase Price Payable as Casualty Value
1/2/1981	102.9726
7/2/1981	102.5541
1/2/1982	104.3118
7/2/1982	105.9091
1/2/1983	107.2608
7/2/1983	108.4188
1/2/1984	109.3412
7/2/1984	103.9023
1/2/1985	104.4117
7/2/1985	104.7388
1/2/1986	104.8539
7/2/1986	98.6215
1/2/1987	98.3638
7/2/1987	97.9405
1/2/1988	97.3347
7/2/1988	90.4014
1/2/1989	89.4761
7/2/1989	88.4091
1/2/1990	87.1972
7/2/1990	85.8662
1/2/1991	84.4446
7/2/1991	82.9273
1/2/1992	81.3070
7/2/1992	79.5761
1/2/1993	77.7263
7/2/1993	75.8235
1/2/1994	73.8887
7/2/1994	71.8896
1/2/1995	69.8427
7/2/1995	67.7327
1/2/1996	65.5576
7/2/1996	63.2825
1/2/1997	60.9271
7/2/1997	58.4663
1/2/1998	55.9188

Rental Payment Date on which Casualty Value if paid	Percentage of Purchase Price Payable as Casualty Value
7/2/1998	53.2576
1/2/1999	50.5030
7/2/1999	47.6255
1/2/2000	44.6473
7/2/2000	41.5366
1/2/2001	38.3172
7/2/2001	34.9549
1/2/2002	31.4753
7/2/2002	27.8336
1/2/2003	24.0139
7/2/2003	20.0000

Union Electric Trust No. 80-1

SCHEDULE D
(to Equipment Lease)

SCHEDULE OF TERMINATION VALUE

The Termination Value for an Item of Equipment payble on any Fixed Rental payment date shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

Rental Payment Date on which Termination Value if Paid	Percentage of Lessor's Cost Payable as Termination Value
1/2/1992	81.3070
7/2/1992	79.5761
1/2/1993	77.7263
7/2/1993	75.8235
1/2/1994	73.8887
7/2/1994	71.8896
1/2/1995	69.8427
7/2/1995	67.7327
1/2/1996	65.5576
7/2/1996	63.2825
1/2/1997	60.9271
7/2/1997	58.4663
1/2/1998	55.9188
7/2/1988	53.2576
1/2/1999	50.5030
7/2/1999	47.6255
1/2/2000	44.6473
7/2/2000	41.5366
1/2/2001	38.3172
7/2/2001	34.9549
1/2/2002	31.4753
7/2/2002	27.8336
1/2/2003	24.0139
7/2/2003	20.0000

Union Electric Trust No. 80-1