

RECORDATION NO. 9942-K Filed 1425

RECORDATION NO. 9942-L Filed 1425

APR 20 1981 10 20 AM
INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

LETTER OF TRANSMITTAL

Secretary of the Interstate
Commerce Commission
Constitution and 12th Street, N.W.
Washington, D.C. 20423

1-110A
4/20/81
10:15
#60.00

Dear Sir:

Pursuant to Part 1116 of the regulations of the Interstate Commerce Commission, 49 CFR Part 1116, I hereby request that you record under 49 U.S.C. §11303 the following documents:

1. Equipment Lease dated as of May 30, 1980 between The Connecticut Bank and Trust Company, not in its individual capacity but solely as Trustee, and Chicago and North Western Transportation Company.
2. Security Agreement - Trust Deed Supplement dated as of May 30, 1980 between The Connecticut Bank and Trust Company, not in its individual capacity but solely as Trustee, and Continental Illinois National Bank and Trust Company of Chicago, not in its individual capacity but solely as Security Trustee (Supplement to Security Agreement - Trust Deed filed and recorded on December 27, 1978 as Document No. 9942).

The original and one counterpart of each of the above-listed documents are enclosed herewith for filing purposes.

Lessee

Chicago & North Western
Transportation Company
400 West Madison Street
Chicago, Illinois 60606

Lessor

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

Blunt - James P. Cullen

The equipment covered by the aforesaid Lease and Security Agreement Supplement is 200 covered hopper cars. The A.A.R. mechanical designation of the equipment is "LO" and the car numbers are 753700 to 753899, both inclusive.

The original and all extra copies of the enclosed documents should be returned to Mr. Gearold Knowles of Schiff Hardin & Waite, 1101 Connecticut Avenue, N.W., Washington, D.C. 20036.

A \$60.00 check, payable to the Interstate Commerce Commission, also is enclosed to cover the required recordation fee.

I am an officer of Chicago and North Western Transportation Company and have knowledge of the matters set forth herein.

Very truly yours,

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By


SENIOR VICE PRESIDENT
FINANCE & ACCOUNTING

Dated: April 13, 1981

Interstate Commerce Commission
Washington, D.C. 20423

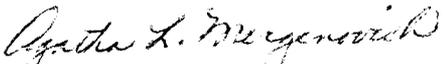
OFFICE OF THE SECRETARY

Gearold Knowles
Schiff, Hardin & Waite
1101 Connecticut Ave. N. W.
Washington, D. C. 20036

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 4/20/81 at 10:20AM, and assigned re-recording number(s). 9942-K, & 9942-L

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

9942-K
REGISTRATION NO. FILED 1981

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APR 20 1981 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASE

Dated as of May 30, 1980

between

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
as Lessee

and

THE CONNECTICUT BANK AND TRUST COMPANY,
not in its individual capacity
but solely as Trustee, Lessor

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EQUIPMENT LEASE

THIS EQUIPMENT LEASE (this "Lease") dated as of May 30, 1980, between THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Trustee, a Connecticut banking corporation ("Lessor"), and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation ("Lessee").

R E C I T A L S

A. Pursuant to a Trust Agreement dated as of November 20, 1978 as amended (the "Trust Agreement") between Lessor and Hillman Manufacturing Company, a Pennsylvania corporation ("Trustor"), Lessor is the owner of the railroad equipment described on Schedule A attached hereto (the "Equipment").

B. Pursuant to a Participation Agreement dated as of November 20, 1978 (the "Participation Agreement") among Continental Illinois National Bank and Trust Company of Chicago as security trustee ("Security Trustee"), William M. Gibbons as Trustee of the Property of the Chicago, Rock Island and Pacific Railroad Company ("Trustee"), Lessor, Trustor and The Prudential Insurance Company of America, Bankers Life Insurance Company of Nebraska, American Mutual Life Insurance Company and Southern Life & Health Insurance Company (the "Note Purchaser(s)"), the Equipment subject to this Lease was subject to an Equipment Lease dated as of November 20, 1978 (the "Prior

Lease") between Lessor and the Trustee, which was recorded with the Interstate Commerce Commission on December 27, 1978 under Recordation No. 9942-A. The Prior Lease has been terminated pursuant to a Termination Agreement (the "Termination Agreement") between Lessor and Trustee dated as of May 29, 1980.

C. Also pursuant to the Participation Agreement, \$7,381,500 in original principal amount of secured notes (the "Notes") were issued to the Note Purchasers, which Notes were secured by a security interest in Lessor's right, title and interest in the Prior Lease and the Equipment and will continue to be secured by a security interest in the Equipment and this Lease.

D. Lessor wishes to lease the Equipment to Lessee on the terms and conditions hereof. Lessee is a common carrier by railroad and wishes to lease the Equipment from Lessor on the terms and conditions hereof. Concurrently with the execution of this Lease, the parties hereto and certain other parties shall amend the Participation Agreement by executing a Supplemental Participation Agreement.

SECTION 1. DEFINITIONS.

1. Unless the context otherwise requires, the following terms shall have the following meaning for all purposes of this Lease:

(a) "Business Day" shall mean calendar days, excluding Saturdays, Sundays and holidays on which banks in any of the States of Connecticut, Illinois or Pennsylvania are authorized or required to close.

(b) "Equipment" shall mean the railroad cars described in Schedule A attached hereto and any and all appliances, parts or other equipment of whatever nature incorporated in, installed in or attached to any such railroad car upon its delivery to Lessee hereunder.

(c) "Interchange Point(s)" shall mean any point of interchange with the lines of railroad owned and operated by Lessee (not including lines of railroad owned by other parties but operated by Lessee).

(d) "Interchange Rules" shall mean the interchange rules promulgated by the Association of American Railroads as amended from time to time.

(e) "Item(s)" and "Item(s) of Equipment" shall mean an individual unit of Equipment.

(f) "Original Quarterly Rent Date" shall mean the first quarterly rent date on which Fixed Rental, as defined in Section 3.1 hereof, is due and payable by Lessee to Lessor after the Acceptance Date of the last Item accepted by Lessee pursuant to Section 2.5 hereof.

(g) "Person" shall mean any individual, joint tenancy, tenancy in common, partnership, joint stock company, trustee receiver or corporation or any combination thereof.

(h) "Security Agreement" shall mean that certain Security Agreement-Trust Deed dated as of November 20, 1978 from Lessor to Security Trustee which was recorded with the Interstate Commerce Commission on December 27, 1978 under Recordation No. 9942 as supplemented by that certain Security Agreement-Trust Deed Supplement dated as of May 30, 1980 from

Lessor to Security Trustee.

(i) "Termination Date" shall mean twenty years from the Original Quarterly Rent Date.

SECTION 2. AGREEMENT TO LEASE; DELIVERY AND ACCEPTANCE OF EQUIPMENT.

2.1 Agreement to Lease. Upon Lessee's acceptance of an Item of Equipment in the manner specified in Section 2.5 hereof, Lessor shall lease such Item of Equipment to Lessee for the rental and subject to the terms and conditions hereof.

2.2 Delivery and Inspection of Equipment. Lessor shall cause each Item not located on the date of this Lease on lines of railroad owned by Lessee to be delivered, at Lessor's sole expense, to Lessee at an Interchange Point. Lessee shall cooperate with Lessor in seeking car service orders from the Interstate Commerce Commission ("ICC") or the Association of American Railroads ("AAR") which direct all rail carriers in possession of any of the Items to deliver the Items to an Interchange Point.

When Lessee has received an Item at an Interchange Point, Lessee shall, in a timely fashion, make a normal interchange inspection of such Item, including the attachment of a foreign line defect card as appropriate; provided, however, that Lessee shall not be responsible for damage to an Item which is not discovered by Lessee at an Interchange Point. After such inspection, Lessee shall, at Lessee's cost, promptly move each Item so delivered to it at an Interchange Point to Mason City, Iowa.

Upon delivery of an Item to Mason City, Iowa, Lessee shall, in a timely fashion, make a thorough inspection of such Item (the "Original Inspection") in accordance with the Interchange Rules to determine if such Item is suitable for interchange under the Interchange Rules and applicable freight car safety standards, suitable for loading as a railcar of the applicable car type and mechanical designation, and in the condition in which such Item was originally delivered to Trustee, reasonable wear and tear excepted ("Deliverable Condition") and, if it is not, the nature of the repairs required to bring it to Deliverable Condition (the "Damage Repairs"). At the time of the Original Inspection, Lessee will prepare for each Item an inspection report listing any necessary Damage Repairs to such Item.

Lessee shall marshall and store the Items which require Damage Repairs (the "Damaged Items") on holding tracks at Mason City, Iowa, and shall periodically notify Trustee and Trustor that such Damaged Items are available for joint inspection. Within five days after Trustee receives such notice, Trustor, Trustee and Lessee shall participate in a joint inspection of each such Damaged Item in accordance with the Interchange Rules. Each of Trustee and Trustor shall be deemed to have waived its right of participation in such joint inspection if Trustee or Trustor does not appear within such five day period.

2.3 Repair of Equipment. With respect to each Damaged Item, if the cost, based on prices stated in the Interchange Rules, of the Damage Repairs will be \$250.00 or less, Lessee shall perform said Damage Repairs, except that if such work

will require more than seven days, Lessee shall promptly notify Lessor of the car number of the Item and the estimated time of the Damage Repairs required, and Lessor may instruct Lessee to transfer the Damaged Item to an outside car shop. If said shop is on lines of railroad owned by Lessee, such transfer shall be at Lessee's sole expense. If said shop is not on lines of railroad owned by Lessee, such transfer shall be at Lessor's sole expense.

With respect to each Damaged Item, if the cost, based on prices stated in the Interchange Rules, of the Damage Repairs will be greater than \$250.00, Lessee shall promptly notify Lessor of the car number of the Item, the nature of the Damage Repairs required and the estimated cost and time of such work. Lessee shall set aside such Item, pending receipt of Lessor's instruction to Lessee to: (i) perform the Damage Repairs; (ii) transfer the Damaged Item to an outside car shop; or (iii) exclude the Damaged Item from this Lease and dispose of such Damaged Item as indicated by Lessor. Any transportation costs incurred pursuant to Lessee's implementation of instruction (ii) shall be borne by Lessor if said shop is not on lines of railroad owned by Lessee and by Lessee if said shop is on lines of railroad owned by Lessee. Any transportation and other disposition costs incurred pursuant to Lessee's implementation of instruction (iii) shall be borne by Lessor.

Lessor shall be responsible for the costs of all Damage Repairs made to each Item which becomes subject to this Lease. Upon completion of Damage Repairs made to each Damaged Item by Lessee, Lessee shall submit a bill to Trustor for the cost of

such Damage Repairs. Lessee shall also assist Trustor in asserting claims against Trustee and any other third party for the cost of Damage Repairs performed by Lessee to Damaged Items, by providing documentation of such Damage Repairs with respect to each Damaged Item. Lessee's assistance in this regard shall be limited to accumulating charges, initial billing and crediting of collections against all charges for such Damage Repairs. Lessee shall not be required to pursue the collection of delayed payments for such Damage Repairs, but Lessee shall provide Trustor with the information within Lessee's control, for Trustor's use in pursuing such collections. All payments to Lessee by Trustee or any other third party for such Damage Repairs shall be paid directly to Lessee except as provided below. To the extent that a bill submitted by Lessee to Trustor for such Damage Repairs is not fully paid as a result of payments to Lessee by Trustee or by any other third party within sixty (60) days of Lessee's submission of such bill, Trustor shall pay the amount due directly to Lessee, within ninety (90) days after Lessee's submission of such bill. Lessee shall promptly remit to Trustor any payments subsequently received by Lessee from Trustee or from any other third party for Damage Repair costs which Lessee has previously recovered through direct payment by Trustor.

2.4 Equipment Excluded from this Lease. In the event any Item (i) is not received by Lessee at an Interchange Point for lease hereunder prior to June 30, 1981, (ii) is reported lost or destroyed by Trustee, (iii) is received by Lessee at an

Interchange Point prior to June 30, 1981 in such severely damaged condition that Lessor and Lessee agree that such Item cannot practicably be repaired to Deliverable Condition, or (iv) is excluded from this Lease pursuant to Section 2.3 (iii) such Item shall no longer be an Item subject to the terms of this Lease and shall be deleted from Schedule A attached hereto, provided, however, that in the event at least 190 Items are received by Lessee at an Interchange Point for lease hereunder prior to June 30, 1981 then any Items delivered after June 30, 1981 but prior to January 1, 1982 shall be an Item subject to the terms of this Lease. Lessor shall promptly provide Lessee with instructions governing the disposition of any Item falling into categories (iii) or (iv) above. Any transportation and other disposition costs incurred in connection with such disposition shall be borne by Lessor.

2.5 Acceptance of Equipment. Each Item received by Lessee at an Interchange Point, other than Items excluded from this Lease pursuant to Sections 2.3 and 2.4 hereof, shall be deemed irrevocably accepted by Lessee for all purposes of this Lease on the acceptance date as defined below (the "Acceptance Date"). The Acceptance Date shall be:

(a) the day following the actual day an Item is inspected by Lessee at Mason City, Iowa, as to each Item so inspected and found to be in Deliverable Condition;

(b) the day following the actual day Damage Repairs costing \$250.00 or less are completed by Lessee or the day following the actual day a Damaged Item repaired in an outside shop is delivered to, inspected by, and accepted by Lessee as

being in Deliverable Condition at Mason City, Iowa, as to each Item requiring such Damage Repairs. Such inspection and acceptance by Lessee shall take place in a timely fashion;

(c) the day following the actual day Damage Repairs costing more than \$250.00 are completed by Lessee or the day following the actual day a Damaged Item repaired in an outside shop is delivered to, inspected by, and accepted by Lessee as being in Deliverable Condition at Mason City, Iowa, as to each Item requiring such Damage Repairs. Such inspection and acceptance by Lessee shall take place in a timely fashion.

Upon Lessee's acceptance of each Item as specified above and upon completion of the identification painting specified in Section 4.2 hereof, Lessee shall execute an acceptance certificate ("Acceptance Certificate") for each Item, identifying such Item by prior Rock Island road number, new Lessee road number, date of receipt by Lessee at an Interchange Point and Acceptance Date.

Lessee's execution and delivery to Lessor of an Acceptance Certificate with respect to each Item shall establish that said Item is acceptable to and accepted by Lessee under this Lease, and that such Item is in Deliverable Condition.

SECTION 3. RENTALS AND TERM.

3.1 Rentals. As specified below, Lessee agrees to pay Lessor as rental for each Item which becomes subject to this Lease one interim rental payment ("Interim Rental"), followed by consecutive quarterly fixed rental payments ("Fixed Rental"), payable in arrears on February 15, May 15, August 15

and November 15 (the "Quarterly Rent Date").

(a) Interim Rental. Interim Rental shall be paid in the amount of \$10.85 per Item times the aggregate number of days from and including the Acceptance Date to and excluding the Quarterly Rent Date next following such Acceptance Date and shall be payable (i) on the Quarterly Rent Date next following the Acceptance Date of each Item for those Items received up to the fifteenth day preceding such Quarterly Rent Date or (ii) on the second Quarterly Rent Date following the Acceptance Date of each Item for those Items received during the fifteen days immediately preceding a Quarterly Rent Date; provided, however, if any rental payment date is not a Business Day, the rental payment otherwise payable on such date shall be payable on the next succeeding Business Day.

(b) Fixed Rental. Fixed Rental shall be paid quarterly in arrears in the amount of \$990.00 per Item during the period specified below, to and including the Termination Date, and, thereafter, in the amount determined under Section 18 hereof, if applicable. Fixed Rental shall begin to accrue for each Item on and including the Quarterly Rent Date next following the Acceptance Date for such Item. The final installment of Fixed Rental for each Item shall be due and payable on the Termination Date, subject to renewal as provided in Section 18 hereof; provided, however, if any rental payment date is not a Business Day, the rental payment otherwise payable on such date shall be payable on the next succeeding Business Day.

3.2 Place of Rental Payment. Lessee shall make all

payments due hereunder as follows:

(a) Each installment of Interim Rental or Fixed Rental shall be paid to the account of Lessor by bank wire transfer (identifying the same as payment of Interim or Fixed Rental relating to CNW Lease No. 80-1) to the address provided for payments in Section 21.1 hereof, provided that in the event either Lessor or Security Trustee shall notify Lessee in writing that the right to receive payment of such installment shall have been assigned in accordance with Section 16 hereof, Lessee shall make such payment by wire transfer to the place designated in such notice or as otherwise designated from time to time in writing by such assignee;

(b) The entire amount of any payment of Casualty Value pursuant to Section 11 hereof shall be paid to Lessor by a check drawn on a bank located in the continental United States identifying the same as a payment of Casualty Value relating to CNW Lease No. 80-1 and forwarded to Lessor in the manner provided for payments in Section 21.1 hereof, provided that in the event either Lessor or Security Trustee shall notify Lessee in writing that the right to receive payment of such Casualty Value shall have been assigned in accordance with Section 16 hereof, Lessee shall make such payment by such check in the manner designated in such notice or as otherwise designated from time to time in writing by such assignee;

(c) The amount of any payment owing to Lessor pursuant to Sections 6, 10.2 or 11.1 (with respect to public liability insurance) hereof shall be made directly to the party to receive the same without regard to the assignment of this

Lease or the payments due hereunder pursuant to Section 16 hereof;

(d) The amount of any interest due in respect of the late payment of 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; and

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

Lessee shall make payments due hereunder by wire transfer, unless specified otherwise, at or prior to 10:00 a.m. Chicago time on the due date of such payment, in federal or otherwise immediately available funds, to the party to whom such payment is to be made, and otherwise by Lessee's check 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 at such other address as Lessee shall have been provided in writing.

3.4 Net Lease. This Lease is a net lease. 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 Lessee shall not be entitled to any abatement of rent or reduction thereof or setoff against rent or such other amounts, including, but not

limited to, abatements, reductions or setoffs due to any present or future claims of Lessee against Lessor or Trustor under this Lease or otherwise or against any assignee of Lessor pursuant to Section 16 hereof; nor, except as expressly provided herein, shall this Lease terminate or the respective obligations of Lessee, Lessor or Trustor 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, the taking or requisitioning of the Equipment by condemnation or otherwise, the lawful prohibition of 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 Lessee or Lessor 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 amounts payable by Lessee and Lessor hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated or until the Equipment has been returned to the possession of Lessor. To the extent permitted by applicable law, 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 this Lease or any of the Equipment, except in accordance with the express terms of this Lease. Each rental or other payment made by Lessee hereunder shall be final and Lessee shall not seek to recover all or any

part of such payment from Lessor or any assignee pursuant to Section 16 hereof for any reason whatsoever.

3.5 Term of this Lease. Subject to the provisions of Sections 11, 14 and 18 hereof, the term of this Lease shall begin on the Acceptance Date of the first Item accepted by Lessee pursuant to Section 2.5 hereof and shall terminate twenty (20) years after the Original Quarterly Rent Date, provided that Lessee shall thereafter continue to be liable in respect of any obligation which accrues hereunder prior to such termination until payment or performance of such obligation in full.

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. Notwithstanding anything to the contrary contained herein, all rights and obligations of the Lessee under this Lease and in and to the Items of Equipment are subject to the rights of the Security Trustee under the Security Agreement. If an Event of Default should occur as provided in Section 14 hereof, the Security Trustee may terminate this Lease in accordance with the terms hereof.

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:

"Owned by a Bank or Trust Company 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 unless (i) a statement of new number or numbers to be substituted therefor, shall have been delivered to the Lessor, the Trustor, the Security Trustee and the Note Purchasers by the Lessee and duly filed, recorded or deposited in all public offices where this Lease and the Security Agreement shall have been filed, recorded or deposited, and (ii) the Lessee shall have furnished the Lessor, the Trustor, the Security Trustee and the Note Purchasers an opinion of counsel to the effect that such statement has been so filed, recorded and deposited; such filing, recordation and deposit will protect the Lessor's and the Security Trustee's interests in such Items; and no filing, recording, deposit or giving of notice with or to any other federal, state or local governmental or agency thereof is necessary to protect the interests of the Lessor and the Security Trustee in

such Items.

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 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 ACCEPTED EQUIPMENT, ONCE ACCEPTED AS-IS IN WHATEVER CONDITION IT MAY BE WITHOUT ANY AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, BY THE LESSOR OR THE TRUSTOR. EACH EXPRESSLY DISCLAIMS 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, (B) THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE EQUIPMENT, OR (C) 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. Lessor hereby appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce, 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 against the manufacturer of an Item,

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. As to any Item of Equipment, once accepted by the Lessee 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, improvements or replacement of any Item of Equipment.

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), any assignee thereof pursuant to Section 16 hereof (including, without limitation, the Security Trustee) the Note Purchasers, the Security Trustee and the Trustor and their respective successors and assigns (collectively the "Indemnified Persons") from and against:

(a) any and all loss or damage to any Item of Equipment which shall occur after its Acceptance Date and during the term of this Lease, usual wear and tear excepted; and

(b) any claim, cause of action, damages, liability, cost or

expense (including, without limitation, reasonable counsel fees and costs in connection therewith) which may be incurred in any manner by or for the account of any Indemnified Person arising after the Acceptance Date and during the term of this Lease with respect to each Item subject to this Lease relating to any Item or any part thereof, including, without limitation, (i) the construction, purchase, delivery, acceptance, ownership, sale, leasing, storage, or return of any Item 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 as agent or attorney-in-fact for the Lessor hereunder, (iii) as a result of claims for patent, trademark, or copyright, infringement, (iv) as a result of claims for negligence or strict liability in tort or imposed by statute, (v) any injury to or the death of any person or any damage to or loss of property on or near the Items of Equipment or in any manner growing out of or concerned with or alleged to grow out of or be connected with, the ownership, use, leasing, replacement, adaptation or maintenance of the Items or of any other Equipment in connection with the Items (whether owned or under the control of the Lessor, the Lessee or any other person) or resulting or alleged to result from the condition of any thereof, (vi) any violation, or alleged violation, of any provisions of this Lease or of any agreement, law, rule, regulation, ordinance or restriction, affecting or applicable to the Items or the leasing, subleasing, ownership, use, replacement, adaptation or maintenance thereof, or (vii) any claim arising out of the Security Trustee's holding a

security interest under the Security Agreement.

All payments under this Section 6 shall be made directly to the Indemnified Person. The Lessee shall be obligated under this Section 6, irrespective of whether any Indemnified Person shall also be indemnified with respect to the same matter under any other agreement by any other person, and the Indemnified Person seeking to enforce the indemnification may proceed directly against the Lessee under this Section 6 without first resorting to any such other rights of indemnification. In case any action, suit or proceeding is brought against any Indemnified Person in connection with any claim indemnified against hereunder, the Lessee may and, upon such Indemnified Person's request, will, unless the Lessee elects to satisfy such claim, at the Lessee's expense resist and defend such action, suit or proceeding, or cause the same to be resisted or defended by counsel selected by the Lessee and approved by such Indemnified Person, as the case may be, and, in the event of any failure by the Lessee to do so, the Lessee shall pay all costs and expenses (including without limitation attorneys' fees and expenses) incurred by such Indemnified Person in connection with such action, suit or proceeding. In the event the Lessee is required to make any payment under this Section 6, the Lessee shall pay or cause to be paid to such Indemnified Person an amount which, after deduction of all taxes required to be paid by such Indemnified Person in respect of their receipt thereof under the laws of the United States or of any political subdivision thereof, shall be equal to the amount of such payment. Upon the payment in full of, or the making of provision satisfactory to the Indemnified

Person for the full payment of, any indemnities as contained in this Section 6 by the Lessee, and provided that no Event of Default, or event which with notice or lapse of time or both would constitute an Event of Default, shall have occurred and be continuing, the Lessee shall be subrogated to any right of such Indemnified Person in respect of the matter against which indemnity has been given. Any payments received by such Indemnified Person from any person (except the Lessee) as a result of any matter with respect to which such Indemnified Person has been indemnified by the Lessee pursuant to this Section 6 shall be paid over to the Lessee to the extent necessary to reimburse the Lessee for indemnification payments previously made in respect to such matter.

6.2 Indemnity by the Lessor. Notwithstanding any other provision of this Lease, the Lessor and the Lessee agree that the Lessee will not be responsible for any liability, cost or expense of any nature (including but not limited to attorneys' fees and expenses) in connection with the Prior Lease or any Item arising prior to, or as the result of events occurring prior to, the effective date of the Termination Agreement. The Lessor agrees to indemnify and save harmless the Lessee and each of its successors, agents, assigns and servants (each being an "Indemnified Party") from and against any such liability, cost or expense which may be imposed on, incurred by or asserted against any Indemnified Party. The Lessor also agrees to indemnify and save harmless each Indemnified Party from and against any liability, cost or expense of any nature (including but not limited to attorneys' fees and expenses) which may be imposed on, incurred by or asserted against

such Indemnified Party as a result of or in connection with the assertion by Tanon Leasing Corporation, North American Car Corporation or by any person claiming by, through or under Lessor or Trustor of any finder's fee, broker's fee or similar fee or commission in connection with this Lease.

6.3 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. The indemnities contained in this Section 6 shall survive the expiration or termination of this Lease with respect to all events, facts, conditions or other circumstances occurring or existing prior to such expiration or termination and are expressly made for the benefit of, and shall be enforceable by any Indemnified Person or any Indemnified Party. None of the indemnities in Section 6.1 hereof shall be deemed to create any rights of subrogation in any insurer or third party against the Lessee or the Lessor therefor, from or under any Indemnified Person, whether because of any claim paid or defense provided for the benefit thereof or otherwise. The indemnities set forth in Section 6.1 and 6.2 shall apply without regard to any negligence on the part of the Lessor, the Lessee, the Trustor, the Security Trustee or the Note Purchasers. It is understood that the indemnities and assumptions of liability set forth in Section 6.1 hereof do not guarantee a residual value on the Equipment, nor do they guarantee the payment of the Notes or any interest accrued thereon.

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 ("DOT"), the ICC and the Interchange Rules as the same may be in effect from time to time) with respect to the use and maintenance of each Item of Equipment subject to this Lease, provided, however, that the Lessee may upon written notice to and with the consent of the Lessor and the Security Trustee in good faith contest the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of Lessor and the Security Trustee, adversely affect the property or rights of the Lessor or the Security Trustee under this Lease or under the Security Agreement. In case any equipment or appliance is required to be altered, added, replaced or modified on any accepted Item of Equipment prior to the expiration of this Lease in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such alterations, additions replacements and/or modifications (the "Alterations") at its own expense and title thereto shall be immediately vested in the Lessor, subject to the Lessee's right to contest as provided above.

SECTION 8. USE AND MAINTENANCE OF EQUIPMENT.

The Lessee shall, at its own cost and expense, maintain and keep the Equipment which is subject to this Lease in good order, condition and repair for a railcar of its age, car type and mechanical designation, ordinary wear and tear excepted, in accordance with applicable laws and regulations, and at a level at least comparable to that at which the Lessee maintains all other

owned and leased railcars in its fleet, and qualified for use in interchange service.

The Lessee, at its own cost and expense, may furnish such additions, modifications and improvements to any Item, other than the Alterations required to be furnished by the provisions of Section 7 hereof (including, without limitation, any special devices, assemblies or racks at any time attached or affixed to any Item which are not required for the operation or use of such Item by the DOT, the ICC or any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over such Item) (collectively the "Addition(s)") as the Lessee may deem desirable in the proper conduct of its business, so long as such Additions shall not be inconsistent with the continuing operation of the Item, and shall not diminish the value, utility or condition of the Item below the value, utility and condition thereof immediately prior to the making of such Additions, assuming the Item was then in the condition required to be maintained by the terms of this Lease.

Title to all Parts (as hereinbelow defined) incorporated in or installed as part of the Items shall without further act vest in the Lessor in the following cases: (i) such Part is in replacement of or in substitution for, and not in addition to, any Part originally incorporated in or installed as part of an Item at the time of the acceptance thereof hereunder or any Part in replacement of, or in substitution for, any such original Part; (ii) such Part is required to be incorporated in or installed as part of the Items as an Alteration pursuant to the provisions of Section 7 of this Lease, or (iii) such Part cannot be readily removed from the Item

to which it relates without material damage thereto and without diminishing or impairing the value or utility which such Item would have had at such time had the incorporation or installation of such Part not occurred. In all other cases, if no Event of Default, or event which with notice or lapse of time or both would constitute an Event of Default, shall have occurred and be continuing, title to Parts so incorporated in or installed as parts of the Items shall vest in the Lessee and such Parts may be removed by the Lessee at any time during the term of this Lease and prior to return of the Items to the Lessor.

The term "Part" for the purposes of this Section 8 shall include any appliance, part, instrument, accessory, furnishing or other equipment of any nature which may from time to time be incorporated in or installed as part of any Item subject to this Lease.

SECTION 9. LIENS ON THE EQUIPMENT.

The Lessee shall pay or satisfy and discharge any and all debts, taxes, charges, assessments, obligations, or claims against, through or under the Lessee and its successors or assigns arising after the Acceptance Date with respect to an Item of Equipment 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 party other than the Lessor, but the Lessee shall not be required to pay or discharge any such claims 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, and the Lessee shall have furnished the Lessor and the Security Trustee with an opinion of counsel to such effect. If the Lessee does not forthwith pay and discharge, or cause to be paid and discharged, or make adequate provisions for the satisfaction or discharge of, any such debt, tax, charge, assessment, obligation or claim as required by this Section 9, the Lessor or the Security Trustee may, but shall not be obligated to, pay and discharge the same and any amount so paid shall be secured by and under this Lease and the Security Agreement until reimbursed by the Lessee. The Lessee's obligations under this Section 9 shall, subject to statutes and laws governing limitations of actions, survive the termination of this Lease.

SECTION 10. FILING: PAYMENT OF TAXES.

10.1 Filing. The Lessee shall, at its sole expense, cause this Lease to be duly filed, registered, recorded or deposited with the ICC in accordance with 49 USC 11303 and with the Registrar General of Canada (with notice of such deposit to be published in The Canada Gazette in accordance with Section 86 of the Railway Act of Canada) and in such other places within or without the United States as the Lessor or the Security Trustee shall reasonably request, and shall furnish the Lessor and the Security Trustee proof thereof. The Lessee shall, from time to time, do and perform any other act and shall execute, acknowledge, deliver, file,

register and record (and shall 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, or the Lessee's leasehold estate in any Item of Equipment to the reasonable 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, shall deliver to the Lessor and the Security Trustee proof of such filings and an opinion of Lessee's counsel that such action has been properly taken pursuant to Section 2.5 of the Security Agreement. The Lessee shall pay all costs, charges and expenses incident to any such filing, refiling, recording, rerecording, depositing or redepositing of any such instruments or incident to the taking of such action.

10.2 Taxes.

(a) All payments to be made by the Lessee hereunder shall be free of expense to the Lessor (in both its individual and fiduciary capacities), any assignee thereof pursuant to Section 16 hereof (including, without limitation, the Security Trustee) and the Trustor (the "Indemnitees") for collection or other charges and shall be free of expense to the Indemnitees with respect to the amount of any Federal, state, local or foreign taxes, assessments, license fees, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges, fines and penalties hereinafter called "Impositions") hereafter levied or imposed upon or measured by this Lease or any sale, rental, ownership, possession, use, payment, shipment, delivery, non-delivery,

transfer of title, return or other disposition of the Equipment or any interest therein (other than a transfer or disposition of any Item or interest therein by any Indemnitee or of any Indemnitee's interest in this Lease or the rentals payable hereunder prior to the occurrence of an Event of Default, whether such transfer or disposition is voluntary or involuntary, or following the return of any Item pursuant to Section 13 hereof) under the terms of this Lease or the Security Agreement (other than (i) any Federal tax on or measured by the net income or excess profits of any Indemnitee in consequence of the receipt of payments provided for herein, or any value added or gross receipts tax imposed in lieu of such tax; (ii) in the case of Lessor and Trustor, the aggregate of all state or local taxes on or measured by the net income of Lessor or Trustor, as the case may be, based on such receipts, or any value added or gross receipts tax in lieu of such taxes, up to the amount of any such tax which would be payable to the state and city in which Lessor or Trustor, as the case may be, has its principal place of business without apportionment to any other state and, in the case of any other Indemnitee, the aggregate of all state or local taxes imposed on or measured by net income of any Indemnitee based on such receipts, or any value added or gross receipts tax in lieu of tax taxes; (iii) any state franchise tax which is not based on or measured by net income, (iv) any foreign tax to the extent that any Indemnitee receives credit therefor against its Federal income tax liability, and (v) any taxes imposed on or measured by any fees or compensation received by any Indemnitee, except any such tax which is in substitution for, or relieves the Lessee from the payment of, taxes which the Lessee would otherwise be obligated

to pay pursuant to this Section 10), all of which Impositions the Lessee assumes and agrees to pay on demand, except as provided herein. The Lessee will also pay promptly all Impositions which may be imposed upon any Item or for the use or operation thereof or upon the receipts or earnings arising therefrom (except as provided above) or upon any Indemnitee solely by reason of its interest therein, and will keep at all times all and every part of such Item free and clear of all Impositions which might in any way effect the interest of any Indemnitee or result in a lien upon any such Item; provided, however, that the Lessee shall be under no obligation to pay any Imposition of any kind so long as such Imposition remains unpaid and the Lessee shall be diligently contesting such Imposition at its own expense, by appropriate legal or administrative proceedings, or any Indemnitee shall be required to contest such Imposition as provided in this Section 10, and the nonpayment thereof, in the reasonable opinion of Lessee or such Indemnitee after consultation with Lessee, does not adversely affect the interest of any Indemnitee under this Lease or the Security Agreement. The Lessee shall give the Indemnitees notice of such contest brought in the Lessee's name within thirty (30) days after institution thereof, and the Indemnitees shall provide such information as may be reasonably requested by the Lessee in furtherance of such contest.

If any Imposition shall have been charged or levied against any Indemnitee directly and paid by such Indemnitee, the Lessee shall pay such Indemnitee, on presentation of an invoice therefor. Prior to making such payment, such Indemnitee shall promptly notify the Lessee of the Imposition charged or levied, and the Lessee shall

have the opportunity to contest such Imposition, at its sole expense, in accordance with this Section 10.2.

(b) If claim is made against any Indemnitee for any Imposition indemnified against under this Section 10, such Indemnitee shall promptly notify the Lessee. If reasonably requested by the Lessee in writing and so long as the Lessee is prohibited or impaired from doing so in its own name, such Indemnitee (except a Note Purchaser) upon receipt of an indemnity satisfactory to it for all costs, expenses, losses, legal and accountants' fees and disbursements, penalties, fines, additions to tax and interest, and at the expense of the Lessee, shall contest, diligently and in good faith, the validity, applicability or amount of such Imposition be (i) resisting payment thereof if legally permissible, (ii) not paying the same except under protest, if protest is necessary and proper, and (iii) if payment is made, using reasonable efforts to obtain a refund thereof in appropriate administrative or judicial proceedings, or both. Any Note Purchaser, upon request of Lessee, shall cooperate at no cost to such Note Purchaser in any contest as described in the immediately preceding sentence. If any Indemnitee shall obtain a refund of all or any part of such Impositions previously reimbursed by the Lessee in connection with any such contest or an amount representing interest thereon applicable to the amount paid by the Lessee and the period of such payment, such Indemnitee shall pay to the Lessee the amount of such refund and interest net of expenses, but only if no Event of Default or Default shall have occurred and be continuing.

(c) If any return, statement or report with respect

to Impositions are required to be made on the basis of any individual Items of Equipment, the Lessee shall prepare and file such returns, statements and reports in such manner as to show the interest of each Indemnatee in such Items; if the same shall not be so permitted, the Lessee shall notify each Indemnatee of such reporting requirements, and shall prepare and deliver such reports to each Indemnatee within a reasonable period of time prior to the time such reports are to be filed and in such manner as shall be satisfactory to each Indemnatee.

(d) 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, such liability shall continue, notwithstanding the expiration or termination of this Lease for any reason whatsoever, until all such Impositions are paid or reimbursed by the Lessee.

SECTION 11. INSURANCE; PAYMENT FOR CASUALTY OCCURRENCE.

11.1 The Lessee agrees that it will at all times during the term of this Lease and during any return and storage period hereunder and at its own cost and expense cause to be carried and maintained property insurance and public liability insurance in respect of the Items at the times subject hereto, in amounts (subject to customary deductibles) and against risks customarily insured against by railroad companies in respect of similar equipment and, in any event, comparable in amounts and against risks customarily insured against by the Lessee in respect of

similar equipment owned by it. Any policies of insurance carried in accordance with this Section 11.1 shall name the Lessor, the Trustor and the Security Trustee as additional insureds as their respective interests may appear. The Lessee shall cause its insurance broker to give the Security Trustee, the Trustor, the Note Purchasers and the Lessor 30 days written notice before such coverage shall be materially altered or cancelled or not renewed, provided that nothing herein shall alter the obligation of Lessee to maintain insurance coverage in accordance with the provisions of the first sentence of this Section 11.1. No such policy shall contain any provision which would result in the invalidation of such policy by the occurrence of any foreclosure or other remedial proceeding or notice thereof relating to the Equipment or any interest therein, nor by any change in the title or ownership of the Equipment or any interest therein. In January of each year during the term of this Lease, the Lessee shall furnish the Lessor, the Trustor, the Note Purchasers and the Security Trustee with a certificate of insurance by or on behalf of each broker or brokers stating the coverage, named insureds and limits of each such policy.

11.2 Duty of Lessee to Notify Lessor of Casualty Occurrence.

In the event that any Item of Equipment shall be or become lost, stolen, destroyed, or, in the reasonable opinion of the Lessee, irreparably damaged or beyond economic repair 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 title or use thereof 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, any assignee thereof pursuant to Section 16 hereof (including, without limitation, the Security Trustee) and the Trustor 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 Quarterly Rent Date following its knowledge 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 or Items 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 (as defined below) of such Item or Items of Equipment as of such date.

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, as agent for the Lessor and Trustor, dispose of such Item of Equipment having suffered a Casualty Occurrence as soon as it is reasonably and commercially 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, upon payment of the appropriate Casualty Value, the Lessee may, so long as no Event of Default shall have occurred and be continuing hereunder, retain all amounts arising from such disposition, plus any insurance proceeds and damages received by the Lessee by reason of such Casualty Occurrence, plus any requisition or condemnation awards up to the Casualty Value attributable thereto and actually paid by the Lessee as herein provided, 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 an amount determined as of the date the Casualty Value is paid as provided in this Section 11 (and not the date of the Casualty Occurrence) equal to that percentage of the Purchase Price (as defined in the Participation Agreement) of such Item of Equipment set forth in the Schedule of Casualty Value attached hereto as Schedule B opposite such date of payment.

11.7 Risk of Loss. The Lessee shall bear the risk of loss and, except as provided in this Section 11, shall not be released from its obligations hereunder in the event of any Casualty Occurrence to any Item of Equipment from and after the Acceptance Date of such Item and continuing until: (i) 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; (ii) such Item or the salvage thereof has

been disposed of by the Lessee; and (iii) 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 or the salvager of such Item.

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 lapse of time or giving of notice, or both, would constitute such an Event of Default, 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 possession. If at the end of the then current term of this Lease any Item of Equipment is then held by any governmental authority under the power of eminent domain or otherwise and this Lease shall not then be renewed pursuant to Section 18 hereof, from and after such date the Lessor shall be entitled to receive and retain all sums payable by such governmental authority as compensation for requisition or taking possession applicable to the period commencing with such termination.

SECTION 12. ANNUAL REPORTS.

12.1 Duty of Lessee to Furnish. On or before April 1, 1981 and on each April 1 thereafter, the Lessee will furnish to the Lessor,

any assignee thereof pursuant to Section 16 hereof (including, without limitation, the Security Trustee), the Trustor and the Note Purchasers a certificate of the Lessee's chief mechanical officer as of the preceding December 31 (a) showing the amount, description and numbers of the Items of Equipment then leased hereunder, 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), stating the dates of such Casualty Occurrences and such other information regarding the condition or repair of the Equipment as the Lessor or any such assignee or any Note Purchaser or the Trustor may request, (b) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 4.2 hereof shall have been reserved or replaced and (c) stating that the Items of Equipment have been maintained so as to assure compliance with the requirements of Section 8 hereof.

12.2 Lessor's Inspection Rights. The Lessor, any assignee thereof pursuant to Section 16 hereof (including, without limitation, the Security Trustee and each of the Note Purchasers) and the Trustor 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, at such reasonable times and as often as said parties may reasonably request.

SECTION 13. RETURN OF EQUIPMENT UPON EXPIRATION OF TERM.

13.1 Return Upon Expiration of Term. Upon the expiration of

the term of this Lease with respect to any Item of Equipment, the Lessee will, at its own cost and expense, deliver possession of such Item of Equipment to the Lessor upon such storage tracks of the Lessee as the Lessor may designate, subject to the consent of the Lessee, which consent shall not be unreasonably withheld, or in the absence of such designation, as the Lessee may select, and permit the Lessor to store such Item of Equipment on such tracks for a period not exceeding 90 days from the date on which at least 90% of such Items are first placed in storage pursuant to this Section, and transport the same at any time within such 90-day period to any reasonable place on any railroad lines operated by the Lessee or to any interchange Lessee maintains with a connecting carrier for shipment, all as directed by the Lessor upon not less than 30 days' written notice to the Lessee. Lessee shall use its best efforts to promptly deliver possession of all Items of Equipment pursuant to the terms hereof. All movement and storage of each such Item is to be at the risk and expense of Lessee and in the event any Item of Equipment shall suffer a Casualty Occurrence during any such period of movement and storage the Lessee shall pay the Lessor the Casualty Value thereof. 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 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. During any such storage

period, the Lessee shall not be required to comply with any laws, regulations, requirements or rules with respect to the alteration, addition, replacement or modification of or to any part on any Item, notwithstanding any provisions to the contrary in Section 7 of this Lease.

Each Item of Equipment returned to the Lessor pursuant to this Section 13.1 shall (i) in the case of any Item not requiring Damage Repairs pursuant to Sections 2.2 and 2.3 hereof, be in the same operating order, repair and condition as it was on the Item's Acceptance Date, ordinary wear and tear excepted, (ii) in the case of any Item requiring Damage Repairs pursuant to Sections 2.2 and 2.3 hereof, be in the same operating order, repair and condition as it would have been had all Damage Repairs required for such Item been completed on the date such Item was received at an Interchange Point, ordinary wear and tear excepted, (iii) have attached or affixed thereto any part, addition or improvement, title to which is vested in the Lessor pursuant to Section 7 or Section 8 hereof and have removed therefrom, at the expense of the Lessee, any readily removable addition or improvement, title to which is vested in the Lessee pursuant to Section 8 hereof, and (iv) meet the applicable standards in effect upon termination of the Lease for such Item of Equipment under all governmental laws, regulations, requirements and rules (including, without limitation, rules of the DOT, the ICC and the Interchange Rules). At any time within 90 days after the Lessor receives written notice from the Lessee of the return of all Items of Equipment, the Lessor may, at the Lessor's sole cost and expense, retain an independent inspector, mutually selected by the Lessor and the Lessee, to inspect the

Equipment and to determine whether the Equipment has been subject only to ordinary wear and tear such as could be reasonably expected for cars customarily used in bulk commodity service and meets all the applicable standards specified in clause (iv) of the immediately preceding sentence. Should such inspector determine that any Item of Equipment has been subject to excessive wear and tear due to any reason, or that any Item does not meet such applicable standards, the Lessee shall, at its own cost and expense, repair, recondition, rehabilitate, or perform such other similar work necessary to put the Equipment in the condition that it would have been in had it been subject only to ordinary wear and tear and in compliance with all such applicable standards. The obligations of the Lessee pursuant to the immediately preceding sentence do not guarantee a residual value in the Equipment.

All gross amounts earned in respect of any Item shall, from and after the termination of this Lease as to such Item, belong to and be the property of the Lessor. In the event that, by the 90th day after the termination of the original or any extended term of this Lease, the Lessee has not caused at least 90% of the Items to be placed in storage pursuant to this Section 13.1, the Lessee shall pay to the Lessor the greater of (i) the per diem, incentive per diem, mileage charges and all other rental or similar charges for each Item which shall not have been assembled, delivered and stored as required by this Section 13.1 by the 90th day after the termination of the original or any extended term of this Lease or (ii) an amount equal to \$15.00 multiplied by the number of Items equal to the difference between 90% of such Items and the number of Items previously so placed in storage pursuant to this Section

(such number to be determined on each day) for each day from such 90th day to the date on which at least 90% of the Items have been so placed in storage. If, after the termination of the storage period provided in this Section 13.1, any Items have not been so transported as provided in this Section 13.1, the Lessee shall pay to the Lessor the per diem, incentive per diem and mileage charges applicable to each such Item for each such Item not so transported for each day after the end of such storage period until such Item has been so transported. Beginning 90 days after 90% of the Items have been first placed in storage, Lessor shall pay Lessee for storage of the Items remaining in storage from time to time at a rate equal to the fair market rate for storage.

13.2 Specific Performance. The assembling, delivery, storage and transporting of the Equipment as provided in Section 13.1 hereof 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.

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 provided in Sections 2 or 11 hereof and such default shall continue for five days;

(b) The Lessee shall make or permit any unauthorized assignment or transfer of this Lease, or of possession of the

Equipment, or any portion thereof;

(c) Default shall be made in the observance or performance of any of the covenants, conditions and agreements on the part of the Lessee contained in Section 11.1 of this Lease;

(d) Default shall be made in the observance or performance of any other of the covenants, conditions, and agreements on the part of the Lessee and such default shall continue for 20 days after written notice from the Lessor to the Lessee specifying the default and demanding the same to be remedied;

(e) Any representation or warranty made by the Lessee herein or in any statement or certificate furnished to the Lessor, the Trustor, the Security Trustee or any Note Purchaser pursuant to or in connection with this Lease is untrue in any material respect as of the date of issuance or making thereof;

(f) A petition for reorganization under the Bankruptcy Reform Act of 1978, as now constituted or as said Act may be hereafter amended, shall be filed by or against 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 duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed in such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees within 30 days after such appointment, if any, or 60 days after such petition shall have been filed, whichever shall be earlier; or

(g) Any other proceedings shall be commenced by or against

Lessee for any relief which includes, or might result in, any modification of the obligations of the Lessee hereunder under any bankruptcy or insolvency laws, 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 readjustment 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 in force or such ineffectiveness 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 for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that such obligations shall have the same status as 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.

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 reasonable attorneys' fees; 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 or such assignee, as the case may be, 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, or such assignee, as the case may be, 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 or such assignee, as the case may be, 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 or such assignee, as the case may be, 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 a 12% per annum discount, compounded quarterly 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 of 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 or such assignee, as the case may be, reasonably estimates to be the Fair Market Value thereof at such time; provided, however, that in the event the Lessor or such assignee, as the case may be, shall have sold any Item of Equipment, such party, in lieu of collecting any amounts payable thereto 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 such party and the Lessee shall pay to such party, 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 Quarterly Rent 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 or such assignee, as the case may be, 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

18.7 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 or any assignee pursuant to Section 16 hereof, as the case may be, 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 any assignee pursuant to Section 16 hereof, as the case may be, 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; and a waiver of any such right on one occasion shall not constitute a waiver of such right as to any other occasion and shall not be effective unless it is in writing and signed by the Lessor and the Security Trustee.

14.5 Notice of Event of Default. The Lessee also agrees to furnish to the Lessor or any assignee thereof pursuant to Section 16 hereof (including, without limitation, the Security Trustee), the Note Purchasers, and the Trustor, 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 and indicating the intention or expectation of the Lessee as to the disposition 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 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 (including, without limitation, the Security Trustee) shall terminate this Lease pursuant to Section 14 hereof, the Lessee shall forthwith deliver 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 on the Lessee's lines of railroad 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 either because such tracks are then being used to store equipment owned by a third party pursuant to a contractual obligation of the Lessee to provide storage therefor or because the storage of the Items of Equipment on such tracks would materially impair the ability of the Lessee to meet its obligations to perform services as a common carrier to the public, then the Lessee agrees to so store the Item 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 on the Lessee's lines of railroad without charge for insurance, rent or storage until such Equipment has been sold, leased or otherwise disposed of by the Lessor; and

(c) Transport the Equipment to any place on the railroad lines operated by the Lessee or to any connecting carrier for shipment, all as the Lessor may direct in writing.

Each Item of Equipment returned to the Lessor pursuant to this Section 15 shall (i) in the case of any Item not requiring Damage Repairs pursuant to Sections 2.2 and 2.3 hereof, be in the same operating order, repair and condition as it was on the Item's Acceptance Date, ordinary wear and tear excepted, (ii) in the case of any Item requiring Damage Repairs pursuant to Sections 2.2 and 2.3 hereof, be in the same operating order, repair and condition as it would have been had all Damage Repairs required for such Item been completed on the date such Item was received at an Interchange Point, ordinary wear and tear excepted, (iii) have attached or affixed thereto any part, addition or improvement

title to which is vested in the Lessor pursuant to Section 7 or Section 8 hereof and have removed therefrom, at the expense of the Lessee, any readily removable addition or improvement title to which is vested in the Lessee pursuant to Section 8 hereof, and (iv) meet the applicable standards then in effect for such Item of Equipment under all governmental laws, regulations, requirements and rules (including, without limitation, rules of the DOT, the ICC and the Interchange Rules). At any time within 90 days after the Lessor receives written notice from the Lessee of the return of all Items of Equipment, the Lessor may retain an independent inspector acceptable to Lessee and at the Lessee's sole cost and expense, selected by the Lessor, to inspect the Equipment and to determine whether the Equipment has been subject only to ordinary wear and tear such as could be reasonably expected for cars customarily used in bulk commodity service and meets all the applicable standards required under clause (iv) of the immediately preceding sentence. Should such inspector determine that any Item of Equipment has been subject to excessive wear and tear due to any reason, or that any Item does not meet such applicable standards, the Lessee shall, at its own cost and expense, repair, recondition, rehabilitate, or perform such other similar work necessary to put the Equipment in the condition that it would have been in had it been subject only to ordinary wear and tear and in compliance with all such applicable standards. The obligations of the Lessee pursuant to the immediately preceding sentence do not guarantee a residual value in the Equipment.

From the date of termination of this Lease pursuant to Section 14 hereof until the earlier of (i) the date on which an Item of

Equipment is assembled, delivered and stored as hereinabove provided or (ii) the 90th day after the date of such termination, the Lessee shall pay the Lessor for such Item an amount equal to \$10.85 per day for each calendar day. If any such Item of Equipment is not assembled, delivered and stored as hereinabove provided within 90 days after the termination of this Lease pursuant to Section 14 hereof, the Lessee shall pay the Lessor for such Item an amount equal to the greater of (i) \$15.00 per day for each calendar day from said 90th day to the date of its assembly, delivery or storage as hereinabove provided or (ii) the per diem, incentive per diem, mileage charges and all other rental or similar charges for such Item received therefor until such date of assembly, delivery and storage.

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 Items in the name and on behalf of the Lessee from whomsoever shall be at the time in possession of

such Items.

15.4 Lessee's Obligations. 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.

SECTION 16. ASSIGNMENTS BY LESSOR.

This Lease and all rent and all other sums due or to become due hereunder may be assigned in whole or in part by the Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor other than the Security Trustee, except upon written notice of such assignment from the Lessor. Upon notice to the Lessee of any such assignment, 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 such 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 (including the failure of or defect in the Lessor's title) whether by 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 and 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 an 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 his or 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 pursuant to Sections 6, 10.2, 11.1 [with respect to Liability Insurance] and 21.2 hereof which shall remain enforceable by the Lessor), but if no Event of Default or 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, said assignee and the Lessor 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.

SECTION 17. ASSIGNMENTS BY LESSEE; USE AND POSSESSION.

17.1 Lessee's Rights to the Equipment. So long as no Event of Default shall have occurred and be continuing, or no notice pursuant to Section 14.1 shall have been given, the Lessee shall be entitled to the possession, use and quiet enjoyment of the

Equipment in accordance with the terms of this Lease. Except as set forth in Section 17.2 hereof Lessee shall not, without the prior written consent of the Lessor (or, in the event this Lease has been assigned to an assignee pursuant to Section 16 hereof, such assignee) 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, (or, in the event this Lease has been assigned to an assignee pursuant to Section 16 hereof, such assignee) 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 Section 17.2 hereof.

17.2 Use and Possession on Lines Other Than Lessee's Own;

Sublease. So long as no Event of Default shall have occurred and be continuing or no notice pursuant to Section 14.1 shall have been given, the Lessee shall be entitled to the possession of the Equipment and to the use thereof and, without the Lessor's consent, but with 14 days prior notice, to sublease, in a commercially reasonable manner any or all of the Items of Equipment to, or permit their use by, a responsible Class I railroad incorporated in the United States of America (or any state thereof or the District of Columbia), upon lines of railroad owned or operated by the Lessee or such user or over which the Lessee or such user has trackage rights or rights for operation of its trains, and upon the lines of railroad of connecting and other carriers in the usual interchange of traffic or in through service or run-through service. 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, except occasional use permitted in Canada or Mexico, so long as such use does not involve regular operation or maintenance outside the continental United States. No assignment or sublease entered into by the Lessee hereunder shall relieve the Lessee of its liabilities or obligations hereunder, which shall be and remain those of a principal and not a surety.

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 (i) 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 such assignees, successors or transferees shall have duly assumed the obligations of the Lessee hereunder and that they 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 that 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, or (ii) any railroad corporation now or hereafter organized under the laws of the United States or any state thereof which, at the time such assignment or transfer thereto shall become effective (A) qualifies as a Class I railroad under the rules and regulations of

the Interstate Commerce Commission, and (B) has outstanding at such time equipment obligations rated "A" (or the equivalent thereof) or better by Moody's Investors Service or Standard & Poor's Corporation or a successor thereto, which rating shall have been provided thereby during the year preceding such assignment or transfer, either in connection with a sale of equipment obligations or by a private letter; provided that the right of assignment and transfer set forth in this clause (ii) will not result in a default by the assuming or transferee railroad under any instrument or agreement to which it is a party.

SECTION 18. RIGHT TO PURCHASE DUTY OF FIRST OFFER AND RENEWAL
RIGHT.

18.1 Right to Purchase. Provided no Event of Default or an event which with notice and/or passage of time would constitute an Event of Default shall have occurred and be continuing hereunder, upon the expiration of the term of this Lease or any extension hereof, Lessee shall have the right to purchase all, but not less than all, Items of Equipment then subject to this Lease, for an amount equal to their Fair Market Value, as defined in Section 18.7 hereof. If Lessee intends to exercise its right pursuant to this Section 18.1, it shall provide Lessor with written notice of same six months prior to the expiration of the term of this Lease or any extension hereof.

18.2 Duty of First Offer. Provided no Event of Default or event which with notice and/or passage of time would constitute an Event of Default shall have occurred and be continuing hereunder, if Lessor shall decide to sell any Item of Equipment upon the

expiration of the term of this Lease or any extension thereof, it shall furnish Lessee with written notice thereof within the period commencing 180 days prior to such expiration and ending 180 days following such expiration. Following receipt of such notice, the Lessee shall have the right to purchase all, but not less than all, of the Items of Equipment then subject to this Lease, for an amount equal to their Fair Market Value, as defined in Section 18.7 hereof. If Lessee intends to exercise its right pursuant to this Section 18.2, it shall provide Lessor with written notice of same within 60 days after receipt of Lessor's notice of its decision to sell the Equipment.

18.3 Negotiation of Fair Market Value. Following the giving of notice by Lessee pursuant to Section 18.1 or Section 18.2 hereof, Lessor and Lessee agree to negotiate in good faith the Fair Market Value of the Equipment. If within 60 days after Lessor's receipt of Lessee's notice of its election to exercise its right to purchase pursuant to Section 18.1 or 18.2 hereof, Lessor and Lessee are unable to agree upon the Fair Market Value of the Equipment, then such value shall be determined in accordance with the procedure for appraisal set forth in Section 18.7 hereof. During a period of 30 days after the date on which Fair Market Value is agreed upon or determined through the procedure for appraisal, but not earlier than the expiration of the term of this Lease, the Lessee may purchase the Equipment at its Fair Market Value. If the Lessee does not furnish Lessor with notice of its intention to exercise its rights pursuant to Section 18.1 or 18.2 hereof during the 30 day period following determination of Fair Market Value or if the Lessee does not purchase the Equipment during such 30 day

period the Lessor shall be under no obligation to sell any Item of Equipment to the Lessee under Section 18.1 or Section 18.2. In the event Lessee fails to purchase the Equipment following determination of Fair Market Value, Lessee shall pay any and all of Lessor's reasonable out-of-pocket expenses incurred in connection with such notice by Lessee of its intention to purchase the Equipment.

18.4 Delivery of Bills of Sale. In the event the Lessee purchases the Equipment, the Lessor shall, upon payment of the purchase price and request by the Lessee, execute and deliver to the Lessee, or to the Lessee's assignee(s) or nominee(s), a bill or bills of sale (without representations or warranties, except as to title and that each Item of Equipment is free and clear of all liens by or in favor of any person claiming by, through or under the Lessor or any security assignee of the Lessor, other than liens resulting from claims which the Lessee has assumed or agreed to pay but in form and substance satisfactory to counsel for the acquiring entity) for the Equipment, and such other documents as may be required to release the Equipment from the terms and scope of this Lease and to transfer title thereto to the Lessee or such assignee(s) or nominee(s), in such form as may be reasonably be requested by the Lessee or by such assignee(s) or nominee(s), all at the Lessee's expense.

18.5 Assignment of Rights. Upon, but not before, determination of the Fair Market Value of the Equipment, the foregoing rights to purchase the Equipment may be assigned in whole or in part by the Lessee to any affiliate of the Lessee or to any successor in interest to the Lessee as described in subparagraphs (i) of (ii) or

Section 17.3 hereof.

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

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 one additional renewal term of five years, 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 defined in Section 18.7 hereof) 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 Fair Market Value of such Item of Equipment as of the beginning of such renewal term decreased by 12-1/2% per annum for each year of such renewal term. Such renewal term shall commence immediately upon the expiration of the preceding term. The Lessee shall give the Lessor written notice of its intention to renew, which election shall be irrevocable (subject to a satisfactory determination of the amount of the rental to be payable as hereinbelow provided) 180 days prior to the commencement of any renewal term provided for in this Section 18.2. In the event it shall become necessary for an Appraiser to determine Fair Rental Value pursuant to Section 18.7 hereof, then the Lessee may revoke its election to renew by written notice to

the Lessor given at any time on or prior to the tenth day following the giving of notice by the Appraiser of the determination of Fair Rental Value or the notification that agreement has not been reached by the independent appraisers selected by the Lessee and the Lessor and before selection of an appraiser by the American Arbitration Association.

18.7 Definitions, Appraisal. 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 (i) 60 days after Lessor's receipt of Lessee's notice of its election to purchase pursuant to Section 18.1 or Section 18.2 above or (ii) 120 days prior to the date of commencement of the renewal term elected by the Lessee pursuant to Section 18.6 above, 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 appraisal 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

thereafter, 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, subject to Lessee's rights under Sections 18.1, 18.2 and 18.6 hereof. The expenses and fees of the Appraiser shall be jointly borne by the Trustor and the Lessee.

18.8 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.

SECTION 19. INTEREST ON OVERDUE RENTALS.

Anything to the contrary contained in this Lease notwithstanding, any nonpayment of rent due hereunder, shall result in the additional obligation on the part of the Lessee to pay also an amount equal to 12% per annum (or the lawful rate, whichever is less) on the overdue rentals for the period of time during which they are overdue.

SECTION 20. 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 The Connecticut Bank and Trust Company, 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, warranties, 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, warranties, undertakings and agreements by The Connecticut Bank and Trust Company or the Trustor, or for the purpose or with the intention of binding The Connecticut Bank and Trust Company or the Trustor 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 The Connecticut Bank and Trust Company solely in the exercise of the powers expressly conferred upon The Connecticut Bank and Trust Company as Trustee under the Trust Agreement; that actions taken by the Lessor pursuant to its obligations hereunder may, in certain instances, be taken by the Lessor only upon specific authority of the Trustor; that nothing herein contained shall be construed as creating any liability on The Connecticut Bank and Trust Company or the Trustor, individually or personally, or any incorporation or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, The Connecticut Bank and Trust Company or the Trustor, 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 The Connecticut Bank and Trust Company or the Trustor, individually or personally is

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 20 shall be construed to limit in scope or substance those representations and warranties, if any, of The Connecticut Bank and Trust Company made expressly in its individual capacity set forth in the Participation Agreement and the Security Agreement. The term "Lessor" as used in this Lease shall include any trustee succeeding The Connecticut Bank and Trust Company as Trustee under the Trust Agreement or the Trustor if the trust created thereby is revoked. Any obligation of the Lessor hereunder may be performed by the Trustor, 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.

SECTION 21. MISCELLANEOUS.

21.1 Notices. Any notice required or permitted to be given hereunder shall be deemed to have been given when deposited in the United States mail, certified or registered mail, postage prepaid, addressed as follows:

If to the Lessor:	The Connecticut Bank and Trust Company One Constitution Plaza Hartford, Connecticut 06115 Attention: Corporate Trust Department
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If to the Trustor:	Hillman Manufacturing Company Post Office Box 510 Brownsville, Pennsylvania 15417 Attention: Secretary
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If to the Lessee: Chicago and North Western
Transportation Company
400 West Madison Street
Chicago, Illinois 60606
Attention: Assistant Vice
President-Finance

If to the Security
Trustee: Continental Illinois National Bank
and Trust Company of Chicago
30 North LaSalle Street
Chicago, Illinois 60693
Attention: Corporate Trust Department

If to the Note
Purchasers Addresses in Schedule 2 to the
Participation Agreement

If to the Trustee: 332 South Michigan Avenue
Chicago, Illinois 60606
Attention: Chief Financial Officer

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

21.2 Right of Lessor to Perform. If the Lessee shall fail to comply with any of its covenants herein contained, either the Lessor or, in the case of an assignment by the Lessor pursuant to Section 16 hereof, the assignee thereunder may, but shall not be obligated to, make advances to perform the same and to take all such action as may be necessary to obtain such performance. Any payment so made by any such party and all cost and expense (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 12% per annum.

21.3 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.

21.4 Law Governing. This Lease shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

21.5 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.

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

21.7 Survival. All warranties, representations and covenants made by the Lessee herein or in any certificate or other instrument delivered by the Lessee or on behalf of the Lessee under this Lease shall be considered to have been relied upon by the Lessor, any assignee thereof pursuant to Section 16 hereof (including, without limitation, the Security Trustee) and the Trustor and shall survive the consummation of the transactions contemplated hereby regardless of any investigation made by any such party or on behalf of any such party. All statements in any such certificate or other instrument shall constitute warranties and representations of the Lessee.

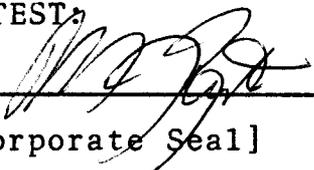
21.8 No Broker, Agent, Etc. Neither this Lease nor any of the

transactions contemplated hereby has been induced or procured through any person acting as a broker, finder, investment banker, financial advisor or in any similar capacity on behalf of Lessor or Lessee. Lessor and Lessee shall each bear their own respective legal, accounting, inspection, etc. costs incurred in connection with this Lease.

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.

THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely as Trustee

ATTEST:



[Corporate Seal]

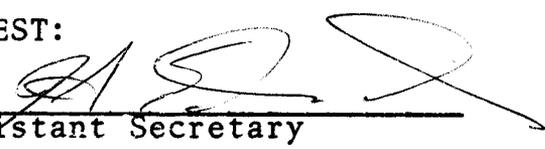
By



Authorized Officer

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

ATTEST:



Assistant Secretary
[Corporate Seal]

By



Senior Vice President-Finance + Accounting

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD

On this 24th day of March, ¹⁹⁸¹~~1980~~, before me personally appeared DONALD E. SMITH, to me personally known, who, being duly sworn, says that he is an authorized officer of THE CONNECTICUT BANK AND TRUST 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.

Sherie M. Daniels
Notary Public

SHERIE M. DANIELS
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

NOTARIAL SEAL

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 31st day of March, ¹⁹⁸¹~~1980~~, before me personally appeared John M. Butler, to me personally known, who, being by me duly sworn, says that he is an authorized officer of CHICAGO AND NORTH WESTERN TRANSPORTATION 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 by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. J. Broj
Notary Public

NOTARIAL SEAL

My Commission Expires: May 21, 1982

DESCRIPTION OF ITEMS OF EQUIPMENT

Manufacturer of Equipment:

Thrall Car Manufacturing
Company

Description and Mark and
Number of Items of Equipment

200 100-Ton Covered Hopper
Cars Marked and Numbered
CNW 753700 to CNW 753899,
both inclusive

SCHEDULE A

SCHEDULE OF CASUALTY VALUES

The Casualty Value for an Item payable on any quarterly rental payment date shall mean an amount equal to the percent of the Purchase Price (as shown on Annex 2 to this Schedule C) of such Item set forth opposite such date in the following schedule (as the same may be increased pursuant to Annex 1 to this Schedule C):

TABLE I

<u>Number of Quarterly Rental Payment Date of Which Casualty Value is Paid (Number 1 being August 15, 1980)</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>
1	88.6115
2	88.3927
3	88.3098
4	88.2210
5	88.0349
6	87.8068
7	87.4990
8	87.1130
9	86.6349
10	86.1089
11	85.5015
12	84.8150
13	84.0379
14	83.2107
15	82.3089
16	81.3363
17	80.3086
18	79.2478
19	78.1481
20	77.0072
21	75.8206
22	74.6008
23	73.3455
24	72.0505
25	70.7112
26	69.3388
27	67.9344
28	66.4919
29	65.0067
30	63.4883
31	61.9417
32	60.3588
33	58.7348
34	57.0778
35	55.3964

TABLE I (Cont'd)

Number of Quarterly Rental
Payment Date of Which
Casualty Value is Paid
(Number 1 being August 15, 1980)

Percentage of Purchase
Price Payable as
Casualty Value

36	53.6806
37	51.9255
38	50.1375
39	48.3294
40	46.4887
41	44.6107
42	42.7001
43	40.7737
44	38.8170
45	36.8248
46	34.8056
47	32.8179
48	30.8428
49	28.8714
50	26.9007
51	24.9916
52	23.1087
53	21.2469
54 and thereafter during any storage period	20.0000

ANNEX 1 TO SCHEDULE C

The percentages set forth in Table 1 to this Schedule C have been computed without regard to recapture of the Investment Credit provided for in Section 38 and related sections of the Internal Revenue Code of 1954, as amended. Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the original dates of delivery of such Units as set forth in Annex 2 to Schedule C shall be increased tby the applicable percentage of the Purchase Price as set forth on Annex 2 to this Schedule C set forth below:

<u>Anniversary of Original Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	19.2308%
Fifth	12.8269%
Seventh	6.4039%

ANNEX 2 TO SCHEDULE C

<u>Rock Item</u> <u>Number</u>	<u>CNW Item</u> <u>Number</u>	<u>Purchase Price</u>	<u>Delivered</u>
ROCK 801000	CNW 753827	\$35,543	12/29/78
801002	753700	35,543	12/29/78
801004	unknown	35,543	12/29/78
801005	unknown	35,543	12/29/78
801006	753806	36,650	3/29/79
801007	unknown	35,543	12/29/78
801008	unknown	35,543	12/29/78
801009	753707	35,543	12/29/78
801010	753709	35,543	12/29/78
801011	753822	35,543	12/29/78
801012	753789	35,543	12/29/78
801013	unknown	35,543	12/29/78
801014	unknown	35,543	12/29/78
801016	753800	35,543	12/29/78
801018	753838	35,543	12/29/78
801020	unknown	35,543	12/29/78
801022	753813	35,543	12/29/78
801023	753759	35,543	12/29/78
801025	753703	35,543	12/29/78
801026	753839	35,543	3/29/79
801030	753791	35,543	3/29/79
801032	753831	35,543	3/29/79
801033	753809	35,543	3/29/79
801034	753829	35,543	12/29/78
801035	753794	35,543	12/29/78
801038	753852	35,543	12/29/78
801039	753820	35,543	12/29/78
801040	753801	35,543	12/29/78
801042	753737	35,543	12/29/78
801045	753726	35,543	12/29/78
801046	753821	35,543	12/29/78
801047	unknown	36,650	3/29/79
801048	753810	35,543	12/29/78
801051	753830	35,543	12/29/78
801053	unknown	36,650	3/29/79
801054	unknown	35,543	12/29/78
801055	753743	35,543	12/29/78
801056	753730	36,650	3/29/79
801058	unknown	35,543	12/29/78
801061	753850	35,543	12/29/78
801063	753812	36,650	3/29/79
801065	unknown	35,543	12/29/78
801066	753784	36,650	3/29/79
801067	753724	35,543	12/29/78
801069	753833	36,650	3/29/79
801073	753725	36,650	3/29/79
801074	753825	35,543	12/29/78
801075	753796	36,650	3/29/79
801078	753846	35,543	12/29/78
801079	753704	35,543	12/29/78

ANNEX 2 TO SCHEDULE C (Cont'd)

<u>Rock Item Number</u>	<u>CNW Item Number</u>	<u>Purchase Price</u>	<u>Delivered</u>
801080	753734	35,543	12/29/78
801081	753716	36,650	3/29/79
801083	753817	35,543	12/29/78
801084	753793	36,650	3/29/79
801086	753723	36,650	3/29/79
801087	753832	36,650	3/29/79
801089	unknown	36,650	3/29/79
801095	753748	36,650	3/29/79
801096	753708	35,543	12/29/78
801097	753808	35,543	12/29/78
801098	753840	36,650	3/29/79
801101	753798	36,650	3/29/79
801102	753721	36,650	3/29/79
801103	753824	36,650	3/29/79
801104	unknown	36,650	3/29/79
801106	753742	35,543	12/29/78
801107	753841	36,650	3/29/79
801108	753766	36,650	3/29/79
801109	unknown	36,650	3/29/79
801112	unknown	36,650	3/29/79
801113	753788	36,650	3/29/79
801116	753710	36,650	3/29/79
801117	753828	36,650	3/29/79
801118	unknown	36,650	3/29/79
801119	unknown	36,650	3/29/79
801120	753758	36,650	3/29/79
801125	753795	36,650	3/29/79
801128	unknown	36,650	3/29/79
801130	unknown	36,650	3/29/79
801132	753819	36,650	3/29/79
801133	unknown	36,650	3/29/79
801134	753741	36,650	3/29/79
801135	753732	36,650	3/29/79
801136	753736	36,650	3/29/79
801137	753770	36,650	3/29/79
801138	unknown	36,650	3/29/79
801139	753781	36,650	3/29/79
801140	753843	36,650	3/29/79
801141	753757	36,650	3/29/79
801142	753733	36,650	3/29/79
801145	753857	36,650	3/29/79
801148	753847	36,650	3/29/79
801149	753728	36,650	3/29/79
801151	unknown	36,650	3/29/79
801152	753752	36,650	3/29/79
801154	753761	36,650	3/29/79
801155	753765	36,650	3/29/79
801156	unknown	36,650	3/29/79
801157	unknown	36,650	3/29/79
801159	unknown	36,650	3/29/79
801160	753816	36,650	3/29/79

ANNEX 2 TO SCHEDULE C (Cont'd)

<u>Rock Item Number</u>	<u>CNW Item Number</u>	<u>Purchase Price</u>	<u>Delivered</u>
801161	753751	36,650	3/29/79
801163	753856	36,650	3/29/79
801165	753764	36,650	3/29/79
801167	753718	36,650	3/29/79
801168	753746	36,650	3/29/79
801169	753780	36,650	3/29/79
801170	753739	36,650	3/29/79
801171	753826	36,650	3/29/79
801172	753853	36,650	3/29/79
801175	753782	36,650	3/29/79
801176	753803	35,568	4/17/79
801177	753705	35,568	4/17/79
801178	753729	35,568	4/17/79
801180	753790	35,568	4/17/79
801181	753854	35,568	4/17/79
801182	753818	35,568	4/17/79
801183	unknown	35,568	4/17/79
801184	753786	35,568	4/17/79
801185	753719	35,568	4/17/79
801187	753835	35,568	4/17/79
801189	753836	35,568	4/17/79
801190	unknown	35,568	4/17/79
801191	753740	35,568	4/17/79
801192	753750	35,568	4/17/79
801195	753855	35,568	4/17/79
801197	753712	35,568	4/17/79
801198	753811	35,568	4/17/79
801200	753754	35,568	4/17/79
801201	753814	35,568	4/17/79
801204	753717	35,568	4/17/79
801205	753787	35,568	4/17/79
801206	753774	35,568	4/17/79
801207	753785	35,568	4/17/79
801208	753845	35,568	4/17/79
801209	753745	35,568	4/17/79
801210	753756	35,568	4/17/79
801211	753727	35,568	4/17/79
801212	unknown	35,568	4/17/79
801214	unknown	35,568	4/17/79
801215	unknown	35,568	4/17/79
801216	753851	35,568	4/17/79
801217	unknown	35,568	4/17/79
801218	753783	35,568	4/17/79
801220	753773	35,568	4/17/79
801221	unknown	35,568	4/17/79
801222	753762	35,568	4/17/79
801224	753735	35,568	4/17/79
801225	753804	35,568	4/17/79
801226	753776	35,568	4/17/79
801227	753763	35,568	4/17/79

ANNEX 2 TO SCHEDULE C (Cont'd)

<u>Rock Item Number</u>	<u>CNW Item Number</u>	<u>Purchase Price</u>	<u>Delivered</u>
801228	753802	35,568	4/17/79
801229	unknown	35,568	4/17/79
801230	753849	35,568	4/17/79
801231	753777	35,568	4/17/79
801232	753747	35,568	4/17/79
801233	753775	35,568	4/17/79
801234	unknown	35,568	4/17/79
801235	753714	35,568	4/17/79
801236	753701	35,568	4/17/79
801237	753792	35,568	4/17/79
801238	753706	35,568	4/17/79
801239	753755	35,568	4/17/79
801241	unknown	35,568	4/17/79
801242	753767	35,568	4/17/79
801244	753711	35,568	4/17/79
801245	unknown	35,568	4/17/79
801246	753799	35,568	4/17/79
801247	753713	35,568	4/17/79
801249	753760	35,568	4/17/79
801250	753815	35,568	4/17/79
801251	753768	35,568	4/17/79
801252	753823	35,568	4/17/79
801253	753797	35,568	4/17/79
801254	753771	35,568	4/17/79
801255	753715	35,568	4/17/79
801256	unknown	35,568	4/17/79
801257	753702	35,568	4/17/79
801258	753720	35,568	4/17/79
801259	753722	35,568	4/17/79
801260	753837	35,568	4/17/79
801261	753844	35,568	4/17/79
801262	753731	35,568	4/17/79
801263	753753	35,568	4/17/79
801265	753848	35,568	4/17/79
801266	753772	35,568	4/17/79
801267	unknown	35,568	4/17/79
801268	753805	35,568	4/17/79
801269	753834	35,568	4/17/79
801270	753769	35,568	4/17/79
801271	unknown	35,568	4/17/79
801272	unknown	35,568	4/17/79
801274	753738	35,568	4/17/79
801276	753749	35,568	4/17/79
801278	753744	35,568	4/17/79
801279	753778	35,568	4/17/79
801280	unknown	35,568	4/17/79
801281	753842	35,568	4/17/79
801282	753779	35,568	4/17/79
801283	753807	35,568	4/17/79