

12126

SHEA & GOULD

(MIRABELLI & GOULD)

1627 K STREET, N. W.

WASHINGTON, D. C. 20005

(202) 633-9880

CABLE: MIRGO

12126

RECORDATION NO. Filed & Recorded

330 MADISON AVENUE
NEW YORK, NEW YORK 10017
(212) 661-3200
TELEX: 428978
CABLE: HOLMANG

AUG 21 1980 -12 30 PM

WILLIAM A. SHEA
MARIO V. MIRABELLI*
JUDSON A. GOULD*
WILLIAM A. NELSON*
*RESIDENT PARTNER
WILBUR D. MILLS
OF COUNSEL

12126 - B

RECORDATION NO. Filed & Recorded

AUG 21 1980 -12 30 PM

INTERSTATE COMMERCE COMMISSION

August 21, 1980

INTERSTATE COMMERCE COMMISSION

EUROPEAN OFFICE
27 BERKELEY SQUARE
LONDON W1X 8DB
01-493-8813
TELEX: 269488

Interstate Commerce Commission
12th and Constitution
Room 2303
Washington, D.C.

12126 - A

RECORDATION NO. Filed & Recorded

AUG 21 1980 -12 30 PM

INTERSTATE COMMERCE COMMISSION, Ltd.

0-234A043

Aug 21 1980

50.00 + 50.00 = 100

CC Washington, D.C.

Gentlemen:

On behalf of the signatories to the documents enclosed herewith, we enclose for filing pursuant to 49 U.S.C. §11303 the following:

1. Lease of Railroad Equipment dated as of August 1, 1980 between First National Bank of Minneapolis, as Owner Trustee (the "Owner Trustee") under a Trust Agreement dated as of August 1, 1980, with Valley Bank Leasing, Inc., as lessor and Interpool, Ltd., as lessee (the "Lessee").
2. Assignment of Lease and Agreement dated as of August 1, 1980 among the Owner Trustee, as assignor, the Connecticut Bank and Trust Co. (the "Indenture Trustee") as assignee and the lessee.
3. Trust Indenture dated as of August 1, 1980 between the Owner Trustee and the Indenture Trustee.

Also enclosed is a check for \$50.00 to cover the filing fees.

Sincerely,

Jay Weil
Jay Weil

much. hair

Allen

Interstate Commerce Commission
Washington, D.C. 20423

8/21/80

OFFICE OF THE SECRETARY

Jay Weil
Shea & Gould
1627 K. Street, N.W.
Washington, D.C. 20006

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 8/21/80 at 12:30pm, and assigned re-
recording number(s).

12126, 12126-A, 12126-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

LEASE OF RAILROAD EQUIPMENT

Dated as of August 1, 1980

between

FIRST NATIONAL BANK OF MINNEAPOLIS,
as Owner Trustee under a Trust Agreement

dated as of the date hereof with

VALLEY BANK LEASING, INC.,

as Lessor

and

INTERPOOL, LIMITED,

as Lessee

GENERAL PURPOSE FLAT CARS

THE RIGHTS OF THE LESSOR IN AND TO THE GENERAL PURPOSE FLAT CARS HEREUNDER, INCLUDING ITS RIGHTS UNDER THIS LEASE, HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF THE CONNECTICUT BANK AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE TRUST INDENTURE DATED AS OF AUGUST 1, 1980 FROM FIRST NATIONAL BANK OF MINNEAPOLIS, AS OWNER TRUSTEE, AS SAID TRUST INDENTURE MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF.

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Preliminary Statement	1
Section 1. Demise; Net Lease	3
Section 2. Delivery and Acceptance of Units.....	4
Section 3. Rentals	5
Section 4. Term of Lease	7
Section 5. Identification Marks	7
Section 6. Taxes	8
Section 7. Payment for Casualty Occurrences; Insurance	11
Section 8. Reports	14
Section 9. Disclaimer of Warranties; Compliance with Laws and Rules; Maintenance; Additions; Indemnification	17
Section 10. Default	21
Section 11. Return of Units Upon Default	25
Section 12. Assignment; Benefits; Possession and Use	26
Section 13. Renewal Options and Purchase Option	29
Section 14. Return of Units Upon Expiration of Term	31
Section 15. Recording	32
Section 16. Lessor's Right to Perform; Interest on Overdue Rentals	33

TABLE OF CONTENTS (Cont.)

	<u>Page</u>
Section 17. Notices	34
Section 18. Agreement to Accept Jurisdiction by the Lessee; Currency; Conversion	34
Section 19. Representations and Warranties	36
Section 20. Immunities	39
Section 21. Estoppel Certificates	40
Section 22. Severability; Effect and Modification of Lease; Reference to Trust In- denture.....	40
Section 23. Execution	41
Section 24. Law Governing	41
Execution Page	41
Acknowledgments	
Schedule A	Description of Units
Schedule B	Certificate of Acceptance
Schedule C	Semi-Annual Rental Payments
Schedule D	Casualty Values

LEASE OF RAILROAD EQUIPMENT

LEASE OF RAILROAD EQUIPMENT dated as of August 1, 1980 (herein, as amended or supplemented from time to time, called this "Lease"), between FIRST NATIONAL BANK OF MINNEAPOLIS, a national banking association (herein, together with its permitted successors and assigns as owner trustee in the trusts under the Trust Agreement hereinafter referred to, called the "Owner Trustee", and together with any person or entity which shall from time to time succeed to its rights as lessor hereunder or to ownership of any of the Units hereinafter referred to or of any interest therein, called the "Lessor"), as owner trustee under a Trust Agreement dated as of the date hereof (herein, as amended or supplemented from time to time in accordance with its terms, called the "Trust Agreement"), between Valley Bank Leasing, Inc., an Arizona corporation (herein, together with its permitted successors and assigns, called the "Owner Participant"), and the Owner Trustee, as lessor, and INTERPOOL, LIMITED, a Bahamian corporation (herein, together with its permitted successors and assigns as lessee hereunder, called the "Lessee"), as lessee.

W I T N E S S E T H :

WHEREAS, the Lessee is assigning to the Lessor pursuant to a Purchase Order Assignment dated as of the date hereof (herein, as amended or supplemented from time to time in accordance with its terms and the terms of the Trust Indenture hereinafter referred to, called the "Purchase Order Assignment"), among the Lessee, the Lessor and Pullman Incorporated (Pullman Standard Division), a Delaware corporation (herein, together with its successors and assigns, called the "Builder"), the Lessee's right, title and interest in and to a purchase order dated April 10, 1980 submitted to the Builder and accepted by the Builder pursuant to an acknowledgment letter dated April 15, 1980 (said purchase order, as so accepted and as amended or supplemented from time to time in accordance with its terms and the terms of the Purchase Order Assignment, being herein called the "Purchase Order"), to purchase and take delivery of general purpose railroad flat cars described in Schedule A hereto (hereinafter called the "Units"); and

WHEREAS, in order to provide funds to the Lessor for the cost of purchasing the Units pursuant to the terms of the Purchase Order and the Purchase Order Assignment, the Lessor, the

Owner Participant, the Lessee, The Connecticut Bank and Trust Company, a Connecticut banking corporation (herein, together with its permitted successors and assigns as indenture trustee in the trusts under the Trust Indenture hereinafter referred to, called the "Indenture Trustee"), Teachers Insurance and Annuity Association of America, a New York life insurance company (herein, together with its successors and assigns, called the "Lender"), C.I.T. Corporation, a New York corporation (herein, together with its successors and assigns, called "C.I.T."), and C.I.T. Financial Corporation, a Delaware corporation (herein, together with its successors and assigns, called "C.I.T. Financial"), are entering into a Participation Agreement dated as of the date hereof (herein, as amended or supplemented from time to time, called the "Participation Agreement"), which provides, among other things, for the making available by the Owner Participant to the Lessor of 33.291518% of the Lessor's Cost (as defined in the Participation Agreement) of each Unit and the making available to the Lessor by the Lender of a loan in an aggregate amount of 66.708482% of the aggregate Lessor's Cost of the Units;

WHEREAS, C.I.T. is entering into a Purchase Agreement dated the dated hereof (herein, as amended or supplemented from time to time in accordance with its terms, called the "Purchase Agreement"), pursuant to which, among other things, C.I.T. will agree to purchase the Loan Certificates from the holders thereof upon the terms and conditions therein set forth, and C.I.T. Financial is entering into a Guaranty dated as of the date hereof (herein, as amended and supplemented from time to time in accordance with its terms, called the "Guaranty"), pursuant to which C.I.T. Financial is unconditionally guaranteeing the obligations of C.I.T. under Purchase Agreement;

WHEREAS, the Owner Participant and the Lessor are entering into the Trust Agreement, pursuant to which, among other things, the Lessor declared a certain trust for the use and benefit of the Owner Participant; and

WHEREAS, the Lessor and the Indenture Trustee are entering into a Trust Indenture dated as of the date hereof (herein, as amended or supplemented from time to time in accordance with the terms thereof, called the "Trust Indenture"), pursuant to which, among other things, the Owner Trustee will issue Loan Certificates (as defined in the Trust Indenture) to the Lender as evidence of the loan made to the Owner Trustee by the Lender pursuant to the Participation Agreement, and the Lessor will deposit, mortgage and pledge with the Indenture Trustee, as part of the Trust Estate (as defined in the Trust

Indenture), such Units as are delivered and accepted under the Purchase Order and the Purchase Order Assignment, and the Lessor's right, title and interest in, to and under the Purchase Order and the Purchase Order Assignment and the Lessor's right, title and interest in, to and under this Lease to the extent provided in the Trust Indenture; and

WHEREAS, the Lessee desires to lease such number of Units as are delivered and accepted under the Purchase Order and the Purchase Order Assignment at the rentals and for the terms and upon the conditions hereinafter provided; and

WHEREAS, the Lessor, the Indenture Trustee and the Lessee are entering into an Assignment of Lease and Agreement, dated as of the date hereof (herein, as amended or supplemented from time to time in accordance with its terms and the terms of the Trust Indenture, called the "Lease Assignment"), pursuant to which, among other things, Lessor is assigning its right, title and interest in, to and under this Lease to the extent provided in the Lease Assignment, to the Indenture Trustee as collateral security for the Loan Certificates and amounts payable to C.I.T. and the Lessee is consenting to such assignment;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor and the Lessee hereby covenant and agree to the following undertakings and conditions:

SECTION 1. Demise; Net Lease. (a) The Lessor hereby leases and lets to the Lessee, and the Lessee hereby hires and takes from the Lessor, each of the Units upon the terms set forth in this Lease.

(b) This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent, reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or set-offs due or alleged to be due by reason of any past, present or future claims of the Lessee against the Lessor, the Owner Participant, the Indenture Trustee, C.I.T., C.I.T. Financial or any holder of a Loan Certificate under this Lease or under the Trust Agreement, the Trust Indenture, the Lease Assignment, the Participation Agreement or otherwise, including the Lessee's rights by subrogation or otherwise thereunder against the Indenture Trustee or otherwise; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of

the Units from whatsoever cause, any liens, encumbrances or rights of others with respect to any of the Units, the prohibition of or other restriction against the Lessee's use of all or any of the Units, the interference with such use by any person or entity, the failure on the part of the Lessor or the Lessee to do anything provided to be done hereunder, the invalidity or unenforceability or lack of due authorization of this Lease, force majeure, any insolvency of or the bankruptcy, reorganization or similar proceeding against the Lessor or the Lessee, or for any cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease, as permitted by the Lease Assignment and the Trust Indenture. If for any reason whatsoever (other than pursuant to Section 7(a) hereof) this Lease shall be terminated in whole or in part by operation of law or otherwise except as specifically provided herein, the Lessee nonetheless agrees to pay to the Lessor an amount equal to each payment of rent payable under Section 3 hereof at the time such payment would have become due and payable in accordance with the terms hereof had this Lease not been terminated in whole or in part. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any of the Units except in accordance with the express terms hereof. Each rental or other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor, the Owner Participant, the Indenture Trustee, C.I.T., C.I.T. Financial or any holder of a Loan Certificate for any reason whatsoever.

SECTION 2. Delivery and Acceptance of Units. The Lessor hereby appoints the Lessee its agent for inspection and acceptance of the Units pursuant to the Purchase Order and the Purchase Order Assignment. Each delivery of a Unit to the Lessor under the Purchase Order at a point or points within the United States of America shall be deemed to be a delivery to the Lessee hereunder. Upon such delivery, the Lessee will cause an employee or agent of the Lessee to inspect the same, and if such Unit is found to be acceptable, to accept delivery of such Unit under the Purchase Order and hereunder and execute and deliver to the Lessor a certificate of acceptance (hereinafter called the "Certificate of Acceptance"), substantially in the form of Schedule B hereto, whereupon such Unit shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all the terms and conditions of this Lease.

SECTION 3. Rentals. (a) The Lessee agrees to pay to the Lessor on January 2, 1981 as rental for each Unit subject to this Lease an amount equal to the sum of (i) .04% of Lessor's Cost of such Unit times the actual number of days elapsed from and including the Loan Closing Date (as defined in the Participation Agreement) to but not including January 2, 1981, plus (ii) 6.286% of Lessor's Cost of such Unit.

(b) The Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease, in addition to the rental payments provided by Section 3(a), 29 consecutive semi-annual ✓ rental payments, payable in advance on each January 2 and July 2 of each year, commencing July 2, 1981 to and including July 2, 1995, in the amount for each Unit on such January 2 or July 2 determined by multiplying Lessor's Cost of such Unit by the percentage set forth opposite such January 2 or July 2, as the case may be, in Schedule C hereto.

(c) If any of the rental payment dates referred to above is not a Business Day, the rental payment otherwise payable on such date shall be payable on the next succeeding Business Day. The term "Business Day," as used herein, means any calendar day, except Saturdays, Sundays and any other day on which banking institutions in Phoenix, Arizona, Hartford, Connecticut, Minneapolis, Minnesota or New York, New York are authorized or obligated to remain closed.

(d) The Lessor irrevocably instructs the Lessee, so long as any Loan Certificate shall remain outstanding and so long thereafter as any other obligations of the Lessee hereunder or under the Lease Assignment to the Indenture Trustee or to the holder of any Loan Certificate shall remain outstanding and so long thereafter as the Trust Indenture shall remain in effect, to make all the payments provided for in this Lease (to the extent assigned pursuant to the Trust Indenture or the Lease Assignment) at the principal office of the Indenture Trustee, for the account of the Lessor, in care of the Indenture Trustee, with instructions to the Indenture Trustee first, to apply such payments to satisfy the obligations of the Lessor under the Trust Indenture (including the Loan Certificates and amounts payable to C.I.T.) and the Lease Assignment, due and payable on the date such payments are due and payable hereunder, and second, so long as no Event of Default (as defined in the Trust Indenture) or event which with notice or lapse of time or both would constitute such an Event of Default, shall have occurred and be continuing under the Trust Indenture, to pay any balance promptly to the Lessor or to the order of the Lessor in immediately available funds at such place as the Lessor shall specify in writing. The Lessee agrees to make each payment provided for in this Lease in immediately available funds in the city where such payment is to be made at or prior to 12:00 noon local time in such city.

(e) The Lessee agrees that it will not take any action or omit to take any action which would result in a delay or hindrance in or prohibition of the orderly flow of rental payments as contemplated by this Section 3 and the Lease Assignment, and further agrees that if, for any reason whatsoever, such a delay, hindrance or prohibition of which the Lessee has knowledge should occur or be threatened, the Lessee will promptly use its best efforts to eliminate such delay, hindrance or prohibition.

(f) In determining the amount of each rental payment to be made pursuant to Section 3(a) or 3(b) hereof, the Lessor and the Lessee have assumed that on the Loan Closing Date, the Lender will purchase the principal amount of the Loan Certificates contemplated to be purchased by the Lender in the Participation Agreement so that the Lessor will not be required to pay more than 33.291518% of Lessor's Cost of the Units subject to this Lease. In the event that for any reason the Lender shall fail to purchase the Loan Certificates to be acquired by it on the Loan Closing Date and the Lessor shall pursuant to paragraph 6 of the Participation Agreement be required to pay more than 33.291518% of Lessor's Cost of the Units subject to this Lease in the manner provided in said paragraph 6, then the Lessee and the Lessor agree that each rental payment to be made pursuant to Section 3(a) or 3(b) hereof shall be increased to an amount as shall, in the reasonable opinion of the Owner Participant, maintain the Owner Participant's after-tax return on and rate of recovery of investment and annual after-tax cash flows (computed on the same assumptions as were utilized by Owner Participant in originally evaluating the transaction contemplated by this Lease, with appropriate adjustments to such assumptions resulting from the occurrence of an event specified in this Section 3(f)) each to equal the after-tax return on and rate of recovery of investment and annual after-tax cash flows that would have been realized by the Owner Participant if the Lender had purchased the Loan Certificates on the Loan Closing Date as so contemplated, and the Casualty Values of the Units shall similarly be adjusted in amounts reasonably determined by the Owner Participant. In the event of (i) an increase in each rental payment to be made pursuant to Section 3(a) or 3(b) hereof and an adjustment of the Casualty Values of the Units pursuant to the preceding sentence and (ii) the sale by the Lessor, not later than 6 months after the Loan Closing Date, of debt securities on a non-recourse basis secured by an assignment of this Lease and a security interest in Units to one or more bona fide institutional investors, then the Lessor and the Lessee agree that each subsequent rental payment to be made pursuant to Section 3(a) or 3(b) hereof shall be reduced to an amount as shall, in the reasonable opinion of the Owner Participant, maintain the Owner Participant's after-tax return on and rate of recovery of investment and annual after-tax cash flows (computed on the same assumptions as were utilized by Owner Participant in originally evaluating the transaction contemplated by this Lease, with

appropriate adjustments to such assumptions resulting from the issuance of such debt securities) each to equal the after-tax return on and rate of recovery of investment and annual after-tax cash flows that would have been realized by the Owner Participant prior to such reduction, and the Casualty Values of the Units shall similarly be reduced in amounts reasonably determined by the Owner Participant. Anything in this Section 3(f) to the contrary notwithstanding, the amounts payable hereunder as rental payments pursuant to Section 3(a) or 3(b) hereof or as Casualty Values of the Units (i) shall in no event be reduced below amounts necessary to discharge that portion of the principal of and interest on the Loan Certificates (or, if not issued, such debt securities) and the commitment fees payable to C.I.T. under paragraph 13 of the Participation Agreement due and payable on each rental payment date under this Lease, and (ii) shall comply with the guidelines for Internal Revenue Service rulings on leveraged leases set forth in Revenue Procedures 75-21 and 75-28. Nothing in the preceding sentence shall constitute a guarantee of the payment of the principal of or interest on the Loan Certificates (or, if not issued, such debt securities) or the payment of commitment fees to C.I.T.

SECTION 4. Term of Lease. (a) The term of this Lease as to each Unit shall begin on the date of delivery and acceptance of such Unit hereunder and, subject to the provisions of Sections 7, 10 and 13 hereof, shall terminate on January 1, 1996. The obligations of the Lessee hereunder (including, but not limited to, the obligations under Sections 6, 7, 9, 11 and 14 hereof) shall survive the expiration of the term of this Lease or the termination of this Lease.

(b) Notwithstanding anything to the contrary contained herein, all rights and obligations of the Lessee under this Lease and in and to the Units are subject to the rights of the Indenture Trustee under the Trust Indenture, and, if an Event of Default (as defined in the Trust Indenture) shall have occurred and be continuing, the Indenture Trustee may terminate this Lease (or rescind its termination), all as provided therein; provided, however, that so long as no Event of Default hereunder shall have occurred and be continuing, this Lease may not be terminated and the Lessee shall be entitled to the rights of peaceful possession, use and assignment provided under Section 12 hereof.

SECTION 5. Identification Marks. (a) The Lessee will for the benefit of the Lessor, the Indenture Trustee, C.I.T. and the holders of the Loan Certificates cause each Unit to be kept numbered with the identifying number set forth in Schedule A hereto, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the words "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION" with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Lessor's and the Indenture Trustee's

title to and interest in such Unit and the rights of the Lessor under this Lease and of the Indenture Trustee, C.I.T. and the holders of the Loan Certificates under the Trust Indenture and the Lease Assignment. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such words shall have been so marked on both sides thereof and will replace promptly any such words which may be removed, defaced or destroyed. The Lessee will not change the identifying number of any Unit unless and until (i) a statement of new number or numbers to be substituted therefor shall have been filed with the Indenture Trustee and the Lessor and filed, recorded and deposited by the Lessee in all public offices where this Lease, the Trust Indenture and the Lease Assignment, or any financing statements relating hereto or thereto, shall have been filed, recorded and deposited and (ii) the Lessee shall have furnished the Indenture Trustee and the Lessor an opinion of counsel, in form and substance reasonably satisfactory to the Indenture Trustee, to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect the Indenture Trustee's and the Lessor's title and interest in such Units and no filing, recording, deposit or giving of notice with or to any other Federal, state or local government or agency thereof is necessary to protect the title and interest of the Indenture Trustee and the Lessor in and to such Units.

(b) Except as provided in clause (a) above, the Lessee will not allow the name of any person or entity to be placed on any Unit as a designation that might be interpreted as a claim of ownership; provided, however, that the Units may be lettered with the names or initials or other insignia customarily used by the Lessee, its affiliates or any authorized assignees or sublessees under Section 12 hereof on railroad equipment of the same or similar type.

SECTION 6. Taxes. (a) All payments to be made by the Lessee hereunder or under the Lease Assignment will be free of withholding or expense to the Indenture Trustee, the Estate (as defined in the Trust Agreement), the Trust Estate (as defined in the Trust Indenture), the holders of the Loan Certificates, C.I.T., C.I.T. Financial, the Lessor and the Owner Participant (such parties being called in this Section the "indemnitees") for collection or other charges and will be free of withholding or expense to the indemnitees with respect to the amount of any state, local, federal, or foreign taxes (exclusive of any state, local, United States federal or foreign income tax imposed on such indemnitee other than any such income tax as may be payable under clause (b) of this Section 6) or license fees, assessments, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges, fines and penalties being hereinafter called "impositions") hereafter levied or imposed upon or in connection with or measured by this Lease or any sale, rental, use, payment, shipment, delivery, or transfer of title (whether voluntary or involuntary) under the terms of or pursuant to this Lease, the

Trust Indenture, the Lease Assignment, the Purchase Order, the Purchase Order Assignment or the Participation Agreement, all of which impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein, and from and against which the Lessee agrees to indemnify, protect, defend, save, and keep harmless, the indemnitees. The Lessee will also pay promptly all impositions (including any imposition resulting from claims against the Lessor, the Owner Trustee or the Owner Participant not related to the ownership or leasing of the Units which the Lessor, the Owner Trustee, or the Owner Participant shall have failed to satisfy promptly) which may be imposed upon any Unit or for the use or operation thereof or upon the earnings arising therefrom (except as provided above) or upon the Lessor solely by reason of its ownership thereof or upon the Lessor, the Indenture Trustee, C.I.T., C.I.T. Financial, or any holder of a Loan Certificate by reason of the security interest therein of the holders of the Loan Certificates or C.I.T. and any impositions upon any Unit or any other part of the Trust Estate or on account of the transactions contemplated by the Participation Agreement or the instruments or agreements referred to therein or contemplated thereby, and will keep at all times all and every part of such Unit and every other part of the Trust Estate free and clear of all liens resulting from impositions which might in any way affect the title, interest or rights of the Lessor in and to any thereof or affect the security interest of the holders of the Loan Certificates or C.I.T. therein; provided, however, that the Lessee shall be under no obligation to pay any impositions of any kind so long as it is contesting in good faith and by appropriate legal proceedings such impositions and the nonpayment thereof does not, in the opinion of the Lessor and the Indenture Trustee, adversely affect the title, interest, property or rights of the Lessor or the interests of the Owner Participant hereunder or under the Trust Agreement or the Indenture Trustee or the holders of the Loan Certificates or C.I.T. under the Trust Indenture or the Lease Assignment. The Lessee agrees to give to the Lessor and the Indenture Trustee notice of any such contest within 10 days after the institution thereof. If any impositions shall have been charged or levied against any indemnitee, the Lessee shall reimburse such indemnitee, except that the Lessee shall not be liable to pay to the Lessor, or be obligated to reimburse the Lessor for, impositions resulting from claims against the Lessor not related to the ownership or leasing of the Units. The Lessee shall not be required to indemnify (i) the Owner Trustee or the Indenture Trustee, in their individual capacities, for any imposition on or measured by the net income of, or any fees or compensation received by, the Owner Trustee or the Indenture Trustee for services rendered in connection with the transactions contemplated hereby, or (ii)

any holder of a Loan Certificate, C.I.T. or C.I.T. Financial for any imposition on or measured by the net income of such holder, C.I.T. or C.I.T. Financial, as the case may be.

(b) In the event the Lessee is required to make any payment to any indemnitee under this Section 6, the Lessee shall pay such indemnitee an amount which, after deduction of all taxes required to be paid by such indemnitee arising out of or in respect of the receipt of such payment, shall be equal to the amount of such payment.

(c) In the event any reports with respect to impositions are required to be made, the Lessee will either make such reports in such manner as to show the interests of the Lessor and the Indenture Trustee in such Units or notify the Lessor and the Indenture Trustee of such requirement and make such reports in such manner as shall be reasonably satisfactory to the Lessor and the Indenture Trustee. All costs and expenses (including legal and accounting fees) of preparing any such report or return shall be borne by Lessee.

(d) In the event that, during the continuance of this Lease, the Lessee becomes liable for the payment or reimbursement of any imposition pursuant to this Section 6, such liability shall continue, notwithstanding the expiration or termination of this Lease, until all such impositions are paid or reimbursed by the Lessee.

(e) To the extent that the Lessee may be prohibited by law from performing in its own name the duties required by this Section 6, the Lessor hereby irrevocably (unless an Event of Default hereunder shall have occurred and be continuing) authorizes the Lessee to act in its own name and on its behalf; provided, however, that the Lessee shall indemnify and hold each indemnitee harmless from and against any and all claims, costs, expenses, damages, losses and liabilities incurred in connection therewith as a result of, or incident to, any action by the Lessee pursuant to this authorization.

(f) The Lessee shall, whenever requested by any indemnitee, submit to such indemnitee copies of returns, statements, reports, billings and remittances, or furnish other evidence satisfactory to such indemnitee of the Lessee's performance of its duties under this Section 6. The Lessee shall also furnish promptly upon request such data as the Lessor reasonably may require to permit the Lessor's compliance with the requirements of taxing jurisdictions.

(g) All amounts payable by the Lessee pursuant to this Section 6 shall, to the extent not assigned pursuant to the Trust Indenture or the Lease Assignment, be payable directly to the person or entity entitled to indemnification. The foregoing indemnities by the Lessee shall not constitute a guarantee by the Lessee of the payment of the principal of or interest on the Loan Certificates, the payment of commitment fees payable to C.I.T., or the residual value of the Units.

SECTION 7. Payment for Casualty Occurrences; Insurance. (a) In the event that any Unit shall be or become lost, stolen, destroyed, or damaged to such extent that, in the good faith opinion of the Lessee, the cost of repair of such Unit would be uneconomic and the Lessee shall have discontinued or will discontinue its use of such Unit, or in the event that such Unit shall be or become permanently rendered unfit for use as railroad rolling stock, from any cause whatsoever, or in the event that such Unit shall be taken or requisitioned by condemnation or otherwise permanently, or for an indefinite period of time or for any period longer than one year (all such occurrences being hereinafter called "Casualty Occurrences") during the term of this Lease, any extended term hereof or until such Unit shall have been returned in the manner provided in Section 14 hereof, the Lessee shall promptly and fully notify the Lessor and the Indenture Trustee with respect thereto. On the first rental payment date occurring more than 30 days after the giving of such notice the Lessee shall pay to the Lessor an amount equal to the sum of (i) the aggregate amount of all rental payments in respect of such Unit which became due and payable prior to such date and which are then unpaid, plus (ii) the amount of the Casualty Value (as hereinafter defined) of such Unit as of the date of such payment determined by multiplying the Lessor's Cost of such Unit by the percentage set forth opposite such date in Schedule D hereto, and shall pay to the persons or entities entitled thereto any other amounts then due and payable by the Lessee hereunder, under the Lease Assignment or under the Participation Agreement. Upon the making of such payment by the Lessee in respect of any Unit, the rental for such Unit shall cease to accrue, the term of this Lease as to such Unit shall terminate and (except in the case of the loss, theft or complete destruction of such Unit) the Lessor shall be entitled to recover possession of such Unit. If the date upon which the making of such payment by the Lessee in respect of any Unit is required as aforesaid shall be after the term of this Lease in respect of such Unit has expired, no rental for such Unit shall accrue after the end of such term but the Lessee, in addition to paying the Casualty Value for such Unit (which shall be the same percentage of the Lessor's Cost as is indicated in Schedule D hereto opposite the last date therein), shall pay interest

thereon from the end of such term to the date of such payment at the highest prime rate of interest on 90-day unsecured loans charged to its largest most credit-worthy customers by Citibank, N. A. in effect on the date such payment is made. The Lessor hereby appoints the Lessee its agent to dispose of any Unit suffering a Casualty Occurrence or any component thereof, at the best price obtainable on an "as is, where is" basis. Provided that the Lessee has previously paid the Casualty Value to the Lessor and any other amounts then due hereunder, under the Lease Assignment or under the Participation Agreement to the persons or entities entitled thereto, and that no Event of Default has occurred and is continuing hereunder, the Lessee shall be entitled to the proceeds of such sale to the extent they do not exceed the Casualty Value of such Unit, and shall pay any excess to the Lessor after deduction from such excess of the reasonable expenses of the Lessee incident to such sale.

(b) Except as hereinabove in this Section 7 provided, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Unit from and after delivery and acceptance thereof by the Lessee hereunder.

(c) The Lessee will, at all times while this Lease is in effect and thereafter prior to the return of the Units to the Lessor, at its own expense, carry and maintain or cause to be carried and maintained, with insurers of nationally recognized responsibility, property insurance and public liability insurance in respect of the Units at the time subject hereto, in such amounts, against such risks and with such insurance companies as is consistent with prudent industry practice and at least comparable in amounts and against risks customarily insured against by similar owners or lessees in the United States of America in respect of equipment similar to the Units and similarly used and in any event at least comparable in amounts and against risks customarily insured against by the Lessee in respect of equipment similar to the Units and similarly used, provided that property insurance for each Unit shall be in an amount of not less than the Casualty Value of such Unit as of the immediately succeeding rental payment date (or if there shall be no succeeding rental payment date, as of the immediately preceding rental payment date) but may be subject to a deductible of up to \$2,500 (but such deductible shall not exceed an aggregate of more than \$500,000 for losses in any one occurrence) and provided, further, that public liability insurance in respect of the Units shall be in an amount of not less than \$5,000,000 but may be subject to a deductible for any one occurrence of \$100,000. All policies of public liability insurance required to be

maintained by Lessee hereunder shall name the Lessor, the Indenture Trustee, C.I.T., the holders of the Loan Certificates and the Owner Participant as additional insureds, require 30 days' prior written notice to the Lessor and the Indenture Trustee of cancellation or material change in coverage, and waive any right to claim any premiums or commissions against the Lessor, the Indenture Trustee, C.I.T., the holders of the Loan Certificates or the Owner Participant. Such policies shall provide that in respect of the interests of the Lessor, the Indenture Trustee, C.I.T., the holders of the Loan Certificates and the Owner Participant in such policies the insurance shall not require contributions from other policies held by the Lessor, the Indenture Trustee, C.I.T., the holders of the Loan Certificates or the Owner Participant, shall not be invalidated as to any such insured by any action or inaction of the Lessee or any other person or entity (other than such insured) and shall insure the Lessor, the Indenture Trustee, C.I.T., the holders of the Loan Certificates and the Owner Participant regardless of any breach or violation by the Lessee or any other person or entity of any warranty, declaration or condition contained in such policies (other than such insured). The proceeds of any such property damage insurance as is required hereunder shall be payable to the Lessor, the Indenture Trustee, C.I.T., the holders of the Loan Certificates, the Owner Participant and, so long as there is no Event of Default hereunder, the Lessee, as their respective interests may appear; and the proceeds of any such public liability insurance shall be payable to the Lessee to the extent not needed to reimburse the Lessor, the Indenture Trustee, C.I.T., the holders of the Loan Certificates and the Owner Participant for any payments which any thereof shall be required to make with respect to any event the occurrence of which is insured against by such public liability insurance. On the Loan Closing Date and within 30 days after request by the Lessor, the Owner Participant, the Indenture Trustee, C.I.T. or any holder of a Loan Certificate, the Lessee will deliver to the Lessor, the Owner Participant, the Indenture Trustee, C.I.T. and each holder of a Loan Certificate detailed reports of F.J. Wilkes & Co., Inc. and of William Rosenfeld Insurance, Inc. or a detailed report of such other insurance brokers acceptable to the Lessor and the Indenture Trustee, dated not earlier than five days prior to the date of delivery of such report, which report shall (i) set forth the insurance policies then maintained by the Lessee in respect of the Units, listing the insurance carriers, policy numbers, amounts of coverage, deductible amounts and liability of risks insured against, (ii) state that such insurance remains in full force and effect as of the date of such report, and (iii) contain the opinion of such firm to the effect that such firm has inspected the originals or duplicates of all policies with respect to such

insurance, and such insurance is with such insurers, in such amounts, against such risks, and is in such form (including, without limitation, the form of the loss payable clause and the designation of the named insureds), as is advisable for the protection of the interests of the Lessor, the Owner Participant, the Indenture Trustee, C.I.T. and the holders of the Loan Certificates and such insurance complies with the requirements of this clause (c). Each such report shall be accompanied by originals of certificates of insurance relating to such policies and duplicates of such policies. If the Lessor shall receive any insurance proceeds or condemnation payments with respect to any Unit suffering a Casualty Occurrence, if the Lessee shall have made payments pursuant to this Section 7 and shall have made all payments then due under the Lease Assignment and the Participation Agreement, without deduction for such insurance proceeds or such condemnation payments, and if no Event of Default or event which, after the giving of notice or the passage of time or both, would be an Event of Default, shall have occurred and be continuing, the Lessor shall pay such proceeds or condemnation payments with respect to such Casualty Occurrence to the Lessee up to an amount equal to the Casualty Value of such Unit paid by the Lessee and any balance of such proceeds or condemnation payments shall remain the property of the Lessor after payment by the Lessor of the Lessee's reasonable expenses in connection therewith. Proceeds of insurance received by the Lessor in respect of any Unit not suffering a Casualty Occurrence shall be paid to the Lessee, upon proof satisfactory to the Lessor that any damage to such Unit in respect of which such proceeds were paid has been fully repaired, to the extent necessary to reimburse the Lessee for all costs and expenses incurred by the Lessee directly related to the repair of such Unit and any balance of such proceeds shall remain the property of the Lessor. The Lessee will advise the Lessor and the Indenture Trustee in writing at least ten days prior to the cancellation, expiration or termination of any such insurance.

SECTION 8. Reports. (a) On the request of the Lessor, the Owner Participant, the Indenture Trustee, any holder of a Loan Certificate or C.I.T., the Lessee will furnish to the Lessor and the Indenture Trustee as soon as possible but in any event not later than 120 days after such request a certificate signed by the President or any Vice President and the Secretary or any Assistant Secretary of the Lessee, (i) setting forth as of the date of such request the amount, description and numbers of all Units then leased hereunder and covered by the Trust Indenture, the amount, description and numbers of all Units that have suffered a Casualty Occurrence or are then undergoing repairs (other than running repairs) or have been withdrawn from use pending repairs (other than running repairs)

during the year preceding the date of such request and such other information regarding the condition and state of repair of the Units as the Lessor or the Indenture Trustee may reasonably request and (ii) stating that, in the case of all Units repainted or repaired during the period covered by such statement, the numbers and the markings required by Section 5 hereof and the Trust Indenture have been preserved or replaced. The Lessor and the Indenture Trustee shall have the right by their respective agents, to inspect the Units and the Lessee's records with respect thereto at such reasonable times as the Lessor or the Indenture Trustee, as the case may be, may request during the continuance of this Lease. The Lessee agrees at its expense to prepare and deliver or cause to be prepared and delivered to the Lessor within a reasonable time prior to the required date of filing and, to the extent permissible, file on behalf of the Lessor, any and all reports (other than income tax returns) which are necessary or appropriate for the Lessor to file with any federal, state or other regulatory authority by reason of the Lessor's ownership of any Unit or the leasing thereof to the Lessee.

(b) The Lessee agrees to furnish the Lessor, the Indenture Trustee, C.I.T., the Owner Participant and each holder of a Loan Certificate (i) as soon as practicable after the end of each quarterly fiscal period in each fiscal year of the Lessee, and in any event within 60 days thereafter, copies of the consolidated balance sheet of the Lessee and its consolidated subsidiaries as of the end of each such quarter and consolidated statements of income and of surplus of the Lessee and its consolidated subsidiaries for the portion of the fiscal year ending with such quarter, setting forth in comparative form, the figures for the corresponding periods in the previous fiscal year, all in reasonable detail and certified as complete and correct, subject to changes resulting from year-end adjustments, by a principal financial officer of the Lessee; (ii) as soon as practicable after the end of each fiscal year of the Lessee, and in any event within 120 days thereafter, copies of the consolidated balance sheet of the Lessee and its consolidated subsidiaries as of the end of such year, and consolidated statements of income and of surplus of the Lessee and its consolidated subsidiaries for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all stated in U.S. dollars and in reasonable detail and accompanied by an opinion thereon of independent certified public accountants of recognized national standing selected by the Lessee which opinion shall state that such consolidated financial statements have been prepared in accordance with generally accepted accounting principles consistently applied (except for changes in application in which such accountants

concur) and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as were considered necessary in the circumstances; (iii) promptly upon their becoming available, copies of periodic reports and any prospectus filed by the Lessee or any subsidiary of the Lessee with any securities exchange or with the Securities Exchange Commission or any successor agency; and (iv) with reasonable promptness, such other data as from time to time may be reasonably requested.

(c) Each set of financial statements delivered pursuant to clause (b) of this Section 8 will be accompanied by a certificate of the President or a Vice President and the Treasurer or an Assistant Treasurer of the Lessee setting forth that the signers have reviewed the relevant terms of this Lease and have made, or caused to be made, under their supervision a review of the transactions or conditions of the Lessee and its subsidiaries from the beginning of the accounting period covered by the income statements being delivered therewith to the date of the certificate and that such review has not disclosed the existence during such period of any Event of Default hereunder or any condition or event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default, or if any such Event of Default or any such condition or event existed or exists, specifying the nature and period of existence thereof and what action the Lessee has taken or proposes to take with respect thereto.

(d) The Lessee agrees to furnish to the Lessor, the Indenture Trustee, C.I.T., the Owner Participant and each holder of a Loan Certificate, immediately upon any officer of the Lessee becoming aware of any condition or event which constitutes an Event of Default hereunder or any condition or event which, with the giving of notice or the passage of time or both, would constitute an Event of Default hereunder, written notice specifying the nature and period of existence thereof and what action the Lessee has taken or proposes to take with respect thereto.

(e) The Lessee will permit the Lessor, the Owner Participant, the Indenture Trustee, C.I.T. and any holder of a Loan Certificate and their respective agents and representatives to discuss its affairs, finances and accounts with its officers, employees and, if an Event of Default hereunder or an event which, after the giving of notice or the passage of time or both, would constitute an Event of Default hereunder shall have occurred and be continuing, independent public accountants (and by this provision the Lessee authorizes its accountants to so

discuss its affairs) and, if an Event of Default hereunder or an event which, after the giving of notice or the passage of time or both, would constitute an Event of Default hereunder shall have occurred and be continuing, to examine all books and accounts, records and reports and other papers of the Lessee or any subsidiary, and to make copies and extracts therefrom, all at such reasonable times and as often as may be reasonably requested.

SECTION 9. Disclaimer of Warranties; Compliance with Laws and Rules; Maintenance; Additions; Indemnification. (a) THE LESSOR, THE INDENTURE TRUSTEE, C.I.T., C.I.T. FINANCIAL, THE OWNER PARTICIPANT AND EACH HOLDER OF A LOAN CERTIFICATE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE UNITS OR ANY COMPONENT THEREOF DELIVERED TO THE LESSEE HEREUNDER, AND THE LESSOR, THE INDENTURE TRUSTEE, C.I.T., C.I.T. FINANCIAL, THE OWNER PARTICIPANT AND EACH HOLDER OF A LOAN CERTIFICATE MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS OR ANY COMPONENT THEREOF FOR ANY PARTICULAR PURPOSE OR AS TO TITLE TO THE UNITS OR ANY COMPONENT THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY UNIT OR ANY COMPONENT THEREOF, it being agreed that all such risks, as between the Lessor, the Indenture Trustee, C.I.T., C.I.T. Financial, the Owner Participant and each holder of a Loan Certificate, and the Lessee, are to be borne by the Lessee; but the Lessor, as long as no Event of Default hereunder and no condition or event which, after the giving of notice or the passage of time or both, would constitute an Event of Default hereunder shall have occurred and be continuing, hereby irrevocably 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 of and for the account of the Lessor and/or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights the Lessor may have against the Builder under the Purchase Order or the Purchase Order Assignment, provided that such assertion or enforcement shall not affect the Lessee's obligations under Section 1 hereof. Neither the Lessor, the Indenture Trustee, the Owner Participant, C.I.T., C.I.T. Financial nor any holder of a Loan Certificate shall have any responsibility or liability to the Lessee or any other person or entity with respect to (i) any liability (including, without limitation, strict liability in tort or otherwise), loss or damage caused or alleged to be caused directly or indirectly by any Unit or by any inadequacy

thereof or deficiency or defect therein or by any other circumstance in connection therewith, (ii) the use, operation or performance of any Unit or any risk relating thereto, (iii) any interruption of service, loss of business or anticipated profits or consequential damages, or (iv) the delivery, operation, servicing, maintenance, repair or improvement of any Unit. The Lessee's delivery of a Certificate of Acceptance shall be conclusive evidence as between the Lessee and the Lessor, the Indenture Trustee, C.I.T., C.I.T. Financial, the Owner Participant and each holder of a Loan Certificate, that the Units described therein are in all the foregoing respects satisfactory to the Lessee, and the Lessee will not assert any claim of any nature whatsoever against the Lessor, the Indenture Trustee, C.I.T., C.I.T. Financial, the Owner Participant or any holder of a Loan Certificate based on any of the foregoing matters.

(b) The Lessee agrees, for the benefit of the Lessor, C.I.T., C.I.T. Financial, the holders of the Loan Certificates, the Owner Participant and the Indenture Trustee, to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each Unit) with all laws of the jurisdictions in which its operations involving the Units may extend, with the Interchange Rules of the Association of American Railroads and with the lawful rules and regulations of the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units, and in the event that such laws or rules require any alteration, replacement, modification, or addition of or to any part of any Unit, the Lessee will conform therewith at its own expense; provided, however, that the Lessee may upon prior written notice to the Lessor and the Indenture Trustee, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Lessor and the Indenture Trustee, adversely affect the property or rights of the Lessor, C.I.T., the holders of the Loan Certificates, the Owner Participant or the Indenture Trustee under this Lease, the Trust Indenture or the Lease Assignment.

(c) The Lessee agrees that, at its own cost and expense, it will maintain and keep each Unit (including any accession thereto as hereinbelow provided) which is subject to this Lease in good order and repair, reasonable wear and tear excepted, and will also maintain each Unit in accordance with the standards, from time to time in effect, under the Interchange Rules of the Association of American Railroads, if applicable, and all other applicable laws, rules or regulations.

(d) The Lessee, at its own cost and expense, may from time to time make such other additions, modifications and improvements to the Units during the term of this Lease as are readily removable without causing material damage to the Units and do not adversely and materially affect the value of the Units. The additions, modifications and improvements made by the Lessee under the immediately preceding sentence shall be owned by the Lessee (or such other party as may have title thereto), except to the extent such additions, modifications or improvements are described in the immediately succeeding sentence. Any and all parts installed on and additions and replacements made to any Unit (i) which are not readily removable without causing material damage to such Unit, (ii) the cost of which is included in Lessor's Cost of such Unit, (iii) in the course of ordinary maintenance of the Units pursuant to clause (c) of this Section 9 or (iv) which are required pursuant to clause (b) of this Section 9 shall constitute accessions to such Unit, and full ownership thereof free from any lien, charge, security interest or encumbrance shall immediately be vested in the Lessor.

(e) The Lessee agrees forthwith to indemnify, protect and hold harmless the Lessor, the Owner Participant, the Indenture Trustee, C.I.T., C.I.T. Financial, the holders of the Loan Certificates, the Estate and the Trust Estate from and against any and all liabilities, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against any of them because of the use in or about the construction or operation of any of the Units of any article or material specified by the Lessee or of any design, system, process, formula or combination specified by the Lessee which infringes or is claimed to infringe on any patent or other right.

(f) The Lessee agrees forthwith to indemnify, protect and hold harmless the Lessor, C.I.T., C.I.T. Financial, the holders of the Loan Certificates, the Owner Participant and the Indenture Trustee (and their respective officers, agents and affiliated companies), the Estate and the Trust Estate from and against all losses, damages, injuries, liabilities (including but not limited to liability in tort, absolute or otherwise), claims, actions, suits, disbursements and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, but not limited to, counsel fees and expenses, patent liabilities, penalties and interest, arising out of or as the result of the entering into or the performance of, or the occurrence of a default or an Event of Default under, or the interference with the due payment or provision for payment of any amount payable to any person or entity indemnified hereunder pursuant to any provision of, the

Participation Agreement, the Trust Agreement, the Purchase Order, the Purchase Order Assignment, the Trust Indenture, the Lease Assignment, this Lease, the Purchase Agreement or the Guaranty, the ownership of any Unit, the ordering, manufacture, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any Unit (including but not limited to latent and other defects whether or not discoverable) or any accident in connection with the operation, use, condition, possession, storage or return of any Unit resulting in damage to property or injury or death to any person. The indemnities arising under this paragraph and the next preceding paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease. The indemnities by the Lessee in this Section 9 shall not constitute a guarantee by the Lessee of the payment of the principal of or interest on the Loan Certificates, the payment of commitment fees to C.I.T., or the residual value of the Units.

(g) All amounts payable by the Lessee pursuant to this Section 9 shall, to the extent not assigned pursuant to the Trust Indenture or the Lease Assignment, be payable directly to the person or entity to be indemnified.

(h) The Lessee agrees to prepare and deliver to the Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Lessor) any and all reports (other than income tax returns) to be filed by the Lessor with any federal, state, foreign or other regulatory authority by reason of the ownership by the Lessor or the Indenture Trustee of the Units or the leasing thereof to the Lessee; provided, however, that the Lessor shall, to the extent appropriate, join in and execute such reports.

(i) The Lessee shall be obligated under this Section 9, irrespective of whether any person or entity indemnified hereunder shall also be indemnified with respect to the same matter under any other agreement by any other person or entity, and the person or entity indemnified hereunder seeking to enforce the indemnification may proceed directly against the Lessee under this Section 9 without first resorting to any such other rights of indemnification. In case any action, suit or proceeding is brought against any entity indemnified hereunder in connection with any claim indemnified against hereunder, the Lessee may and, upon request, will, 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 or entity and, in the event of any failure by the Lessee to do so, the Lessee shall pay all costs and expenses (including without limitation attorney's fees and expenses) incurred by such indemnified

person or entity in connection with such action, suit or proceeding. In the event the Lessee is required to make any payment to any indemnified person or entity under this Section 9, the Lessee shall pay such indemnified person or entity indemnified hereunder an amount which, after deduction of all taxes required to be paid by such entity arising out of or in respect of the receipt of such payment, shall be equal to the amount of such payment.

SECTION 10. Default. (a) If, during the continuance of this Lease, one or more of the following events (each such event being hereinafter sometimes called an Event of Default) shall occur:

A. default shall be made in payment of any part of the rental or any other amounts payable as provided in Section 3, 6, 7, 9 or 13 hereof; or

B. the Lessee shall make or permit any unauthorized assignment or transfer of this Lease or any interest therein or of possession of the Units or any thereof; or

C. the Lessee shall fail to maintain in effect at all times insurance with respect to the Units as required by Section 7 hereof; or

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 contained in this Lease or in the Lease Assignment or the Participation Agreement (other than paragraph 10 thereof) or in the Purchase Order Assignment, and such default shall continue for 30 days after Lessee first obtains knowledge of such default (irrespective of the source of such knowledge); or

E. any representation or warranty made by the Lessee or on behalf of the Lessee by any of its officers or representatives in this Lease, in the Lease Assignment, in the Participation Agreement or in the Purchase Order Assignment or in any certificate or other document delivered pursuant to this Lease, the Participation Agreement, the Purchase Order Assignment or the Lease Assignment shall prove at any time to be incorrect in any material respect as of the date made; or

F. the Lessee shall admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or commence proceedings under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or

liquidation law or statute now or hereafter in effect, make an assignment for the benefit of its creditors, consent to the appointment of a receiver of itself or of the whole or any substantial part of its properties, or on a petition in bankruptcy filed against the Lessee, be adjudicated a bankrupt, or an order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Lessee, a receiver of the Lessee or of the whole or any substantial part of its properties, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of such appointment, or a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Lessee under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute now or hereafter in effect, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry of such order, judgment or decree, or a stay of such proceedings shall be thereafter set aside, or under the provision of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Lessee or of the whole or any substantial part of its properties, and such custody or control shall not be terminated within 60 days from the date of assumption of such custody or control; or

G. any obligation of the Lessee for payment in excess of \$100,000 in respect of borrowed money shall not be paid when and as the same becomes due, whether by acceleration or otherwise, and any period of grace with respect thereto shall have expired, or obligations of the Lessee in respect of borrowed money in excess of an aggregate of \$500,000 may be declared due prior to their stated maturities by the holder or holders thereof (or a trustee for such holder or holders), or any obligation of the Lessee for the payment in excess of \$100,000 of the deferred purchase price of any property or for the payment in excess of \$100,000 of rent or hire under any lease of any property shall not be paid when and as the same becomes due and any period of grace with respect thereto shall have expired; or

H. the Lessee shall suffer any final judgment in excess of \$100,000 and the same shall remain undischarged for a period of 60 days during which execution of such judgment shall not be effectively stayed, or shall suffer any judgment, writ of attachment or execution of any similar processes (regardless of the amount of the underlying judgment or claim, as the case may be) to be issued or levied against any Unit;

Then, in the case of any such event, as long as any such event shall be continuing, the Lessor, at its option, may declare this Lease to be in default by notice to the Lessee, and may:

(i) 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;

(ii) by notice in writing to the Lessee, terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon the Lessor may by its agents enter upon the premises of the Lessee or other premises where any of the Units may be and take possession of all or any of such Units and thereafter hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns or sublessees, to use the Units for any purposes whatever and without any duty to account to the Lessee with respect to such action or inaction or for any proceeds arising therefrom; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all rental payments and amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination and also to recover forthwith from the Lessee as damages for loss of the bargain and not as a penalty whichever of the following amounts the Lessor, in its sole discretion, shall specify in such notice of termination (x) an amount with respect to each such Unit equal to the excess of the present value, at the time of such termination, of the entire unpaid balance of all rentals for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over the then present value of the rentals which the Lessor reasonably estimates to be obtainable for such Unit during such period, such present value to be computed in each case on the basis of an 8% per annum discount, compounded semiannually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, together with damages and expenses in addition thereto which shall have been sustained hereunder by reason of any breach of covenant on the part of the Lessee or any representation or warranty on the part of the Lessee being incorrect, other than for the payment of such amount; or (y) an amount with respect to each Unit equal to the excess of the Casualty Value of such Unit as of the rental payment date on or immediately succeeding the date of termination (or if no rental payment date succeeds such

date of termination, as of the rental payment date immediately preceeding such date of termination) over the amount the Lessor reasonably estimates to be the sales value of such Unit at such time after deduction of all estimated expenses of such sale, together with damages and expenses in addition thereto which shall have been sustained hereunder by reason of any breach of any covenant on the part of the Lessee or any representation or warranty on the part of the Lessee being incorrect, other than for the payment of such amount; provided, however, that in the event the Lessor shall have sold any Unit, the Lessor, in lieu of collecting any amounts payable to the Lessor by the Lessee pursuant to the preceding clauses (x) and (y) of this subparagraph (ii) with respect to such Unit, may, if it shall so elect, demand that the Lessee pay the Lessor and the Lessee shall pay to the Lessor on the date of such sale, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the excess, if any, of the Casualty Value of such Unit, as of the rental payment date on or immediately succeeding the date of termination (or if no such rental payment date succeeds such date of termination, as of the rental payment date immediately preceeding such date of termination), over the net proceeds of such sale.

In addition, the Lessee shall be liable, except as otherwise provided above, for any and all unpaid amounts due hereunder before, during or after the exercise of any of the foregoing remedies and for all reasonable attorneys' fees and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of the Lessor's remedies with respect thereto, including but not limited to all costs and expenses incurred in connection with the return of any Unit.

(b) The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently or consecutively, 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 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 to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

(c) The failure of the Lessor to exercise the rights

granted it hereunder upon the 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 the waiver of any such right on one occasion shall not constitute a waiver of such right as to any other occasion.

SECTION 11. Return of Units Upon Default. (a) If this Lease shall terminate pursuant to Section 10 hereof or the Trust Indenture, the Lessee shall forthwith deliver possession of the Units to the Lessor. Each Unit returned to the Lessor pursuant to this Section 11 shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted, (ii) have attached or affixed accessions thereto, if any, as provided herein and (iii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable, and any other applicable laws, rules or regulations. For the purpose of delivering possession of any Unit or Units to the Lessor as above required, the Lessee shall at its own cost, expense and risk:

(x) forthwith and in the usual manner (including, but not by way of limitation, giving prompt telegraphic and written notice to the Association of American Railroads and all railroads to which any Unit or Units have been so interchanged) and at the usual speed, place such Units upon such storage tracks or cause such Units to be transported to such point or points as the Lessor reasonably may designate;

(y) permit the Lessor to store each such Unit on such tracks or premises for a period of 60 days commencing on the date of its arrival on such tracks or premises at the risk of the Lessee, without charge for insurance, rent or storage, until such Units have been sold, leased or otherwise disposed of by the Lessor; and

(z) transport each such Unit to any place on the lines of a railroad selected and as directed by the Lessor.

(b) The assembling, delivery, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee (and the Lessee will maintain the insurance described in Section 7 hereof during such period) and 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 re-

quiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. During any storage period, the Lessee will permit the Lessor or any person or entity designated by it, including the authorized representative or representatives of any prospective purchaser or lessee of any such Unit, to inspect the same. In the event that the Units or any thereof are sold or leased, the Lessee shall pay to the Lessor the per diem interchange for each such Unit which shall not have been assembled, delivered and stored, as hereinbefore provided, by the date of such sale or lease for each day from the date of such sale or lease to the date of delivery to the purchaser or lessee thereof. All amounts earned in respect of the Units after the date of termination of this Lease shall belong to the Lessor and, if received by the Lessee, shall be promptly turned over to the Lessor.

(c) The Lessee hereby expressly waives any and all claims against the Lessor and the Indenture Trustee and their agent or agents for damages of whatever nature in connection with any retaking of any Unit in any reasonable manner.

(d) Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 11, 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 Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be in possession of such Unit at the time.

SECTION 12. Assignment; Benefits; Possession and Use. (a) Subject to the provisions of the Trust Indenture and the Lease Assignment, this Lease shall be assignable 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 except upon written notice of such assignment from the Lessor. All the rights of the Lessor hereunder (including but not limited to the rights under Sections 6, 7, 9, 10 and 11 and the rights to receive the rentals payable under this Lease) shall inure to the benefit of the Owner Participant, C.I.T., the holders of the Loan Certificates and the Lessor's assigns (including the Indenture Trustee).

(b) The Lessee, at its own expense, will promptly pay or discharge any and all sums claimed by, or liabilities in favor of, any party which, if unpaid, might diminish the amount

of rent payable under Section 3 hereof or become a lien, charge, security interest or other encumbrance (including an encumbrance created by the Lessor or the Indenture Trustee or resulting from claims against the Lessor or the Indenture Trustee not related to the ownership of the Units which the Indenture Trustee shall have failed to satisfy promptly) upon or with respect to any Unit or any other part of the Trust Estate, including any accession to any Unit, or the interest of the Lessor, the Owner Participant, C.I.T., the holders of the Loan Certificates, the Indenture Trustee or the Lessee therein, and will promptly (and in any event within 10 days after notice) discharge any such lien, charge, security interest or encumbrance or nullify its effect. The Lessee shall not, without the prior written consent of the Lessor, C.I.T. and the Indenture Trustee, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of the immediately succeeding paragraph.

(c) So long as no Event of Default hereunder and no condition or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default hereunder shall have occurred and be continuing and the Lessee shall have fully complied with the provisions of this Section 12, the Lessee shall be entitled to the possession and use of the Units upon lines of railroad owned or operated by it or upon lines of railroad over which the Lessee has trackage or other operating rights or over which railroad equipment of the Lessee is regularly operated pursuant to contract or tariff provisions and shall be entitled to permit the use of the Units upon connecting and other carriers in the usual interchange of traffic or pursuant to run-through agreements and to assign its rights to, or to sublease any Unit, but only upon and subject to all the terms and conditions of this Lease and the revenues derived by virtue of the use, operation, assignment or sublease of any Unit during the term of this Lease, including without limitation, demurrage and like charges, shall be for the benefit of the Lessee; provided, however, that no such assignment or sublease shall be permitted hereunder unless the rights of the assignee or the sublessee are expressly subject and subordinate to the rights of the Lessor hereunder and the rights of the Indenture Trustee under the Trust Indenture and the Lease Assignment; provided further, however, that the Lessee shall not permit the use of any Unit outside the United States of America except as provided in clause (f) of this Section 12 nor shall the Lessee sublease the Units to, or permit their use by, any person in whose hands

such Units would not qualify as "Section 38 property" within the meaning of Section 48 of the Internal Revenue Code of 1954, as amended. No such assignment, sublease or permitted use shall relieve the Lessee of any of its obligations, liabilities or duties hereunder, which shall be and remain those of a principal and not a surety.

(d) Any such assignment or sublease shall be expressly subject and subordinate to the rights of the Lessor hereunder and the rights of the Indenture Trustee under the Trust Indenture and the Lease Assignment but may provide that the assignee or sublessee, as the case may be, so long as it shall not be in default under such assignment or sublease and so long as no Event of Default hereunder and no condition or event which, after the giving of notice or the passage of time or both, would constitute an Event of Default shall have occurred and be continuing, shall be entitled to the possession of the Units included in such assignment or sublease and the use thereof, and, subject to the provisions of Section 5, may provide for lettering or marking upon such Units for convenience of identification of the interest of such assignee or sublessee therein. Notwithstanding the foregoing, any such assignment or sublease may provide that so long as the assignee or the sublessee, as the case may be, shall not be in default thereunder, such assignee or sublessee shall be entitled to the possession and use of the Units included in such assignment or sublease; provided that (i) prior to the execution of any such assignment or sublease, the Lessee shall have delivered a form thereof to the Lessor, the Owner Participant, the Indenture Trustee, C.I.T. and each holder of a Loan Certificate, (ii) the terms of such assignment or sublease and the sublessee or assignee are approved in writing by the Lessor and the Indenture Trustee, (iii) all amounts payable under such assignment or sublease shall be assigned to the Lessor, (iv) such assignee or sublessee shall agree to pay all such amounts to the Lessor at such place as may be specified in such assignment or sublease, except that as long as the Trust Indenture shall be in effect, all amounts payable under any such assignment or sublease shall be paid to the Indenture Trustee at such place as may be specified in such assignment or sublease, (v) the Lessee, at its own expense, will take all action deemed necessary by the Lessor or the Indenture Trustee to protect and perfect the Lessor's and the Indenture Trustee's interest in such assignment or sublease, and (vi) the Lessor and the Indenture Trustee shall have no responsibility or obligation to the assignee or sublessee under such assignment or sublease. If no Event of Default hereunder and no condition or event which, after the giving of notice or the passage of time or both, would constitute an Event of Default hereunder shall have occurred and be continuing, the Indenture Trustee

shall promptly disburse all such amounts then held by it pursuant to such assignment or sublease to the Lessee.

(e) Nothing in this Section 12 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any corporation incorporated under the laws of any state of the United States of America or the District of Columbia (which shall have duly assumed the obligations of the Lessee hereunder, under the Purchase Order Assignment, under the Participation Agreement and under the Lease Assignment) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety, provided that such assignee or transferee will not, upon the effectiveness of such merger or consolidation or transfer, be in default under any provision of this Lease.

(f) The Lessee agrees not to use or permit the use of Units having an aggregate Lessor's Cost in excess of 5% of the aggregate Lessor's Cost of all Units then subject to this Lease outside the United States of America. The Lessee further agrees that any Units so used outside the United States of America shall be used only in Canada or Mexico.

SECTION 13. Renewal Options and Purchase Option.

(a) Provided that this Lease has not been earlier terminated and no Event of Default and no condition or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default hereunder shall have occurred and be continuing, the Lessee may by written notice delivered to the Lessor not less than eight (8) months and not more than eleven (11) months prior to the end of the original term or any extended term, as the case may be, of this Lease, elect to extend the term of this Lease in respect of all (but not less than all) Units then covered by this Lease, for two additional three-year periods commencing on the scheduled expiration of the original term or any extended term, as the case may be, of this Lease, at a "Fair Market Rental" payable in semiannual payments on the semiannual anniversaries of the expiration of the original term of this Lease; provided, however, that no such extended term shall extend beyond January 1, 2002.

(b) Fair Market Rental shall be determined for each extended term of this Lease on the basis of, and shall be equal in amount to, the rental which would obtain in an arm's-length transaction between an informed and willing

lessee (other than a lessee currently in possession) and an informed and willing lessor under no compulsion to lease and, in such determination, costs of removal from the location of current use shall not be a deduction from such rental.

(c) Provided that this Lease has not been earlier terminated and no Event of Default and no condition or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default hereunder shall have occurred and be continuing, the Lessee, if it has not given notice of its election to extend the term of this Lease pursuant to clause (a) above, may, by written notice delivered to the Lessor not less than eight (8) months and not more than eleven (11) months prior to the end of the original term or any extended term of this Lease, elect to purchase the Lessor's interest in all (but not less than all) the Units then covered by this Lease on the date of the expiration of the original term or such extended term, as the case may be, of this Lease, at a "Fair Market Value", payable on such date; provided, however, that such purchase shall be subject to the terms of the Trust Indenture and the Lessee's obligations under this Lease or the Lease Assignment, actual or contingent, which have arisen prior to the date of purchase shall survive such purchase.

(d) Fair Market Value shall be determined on the basis of, and shall be equal in amount to, the price which would obtain in an arm's-length transaction between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value.

(e) If, after 30 days from the giving of notice by the Lessee of the Lessee's election to extend the term of this Lease or to purchase all of the Units then covered by this Lease, the Lessor and the Lessee are unable to agree upon a determination of the Fair Market Rental of the Units or the Fair Market Value of the Units, as the case may be, such rental or value, as the case may be, shall be determined in accordance with the respective definitions set forth in clauses (b) and (d) above by the following procedure: If either party to such determination shall have given written notice to the other requesting determination of such rental or value by this appraisal procedure, the parties shall consult for the purpose of appointing a qualified independent appraiser by mutual

agreement. If no such appraiser is so appointed within 20 days after such notice is given, each party shall appoint an independent appraiser within 25 days after such notice is given, and the two appraisers so appointed shall within 35 days after such notice is given appoint a third independent appraiser. If no such third appraiser is appointed within 35 days after such notice is given, either party may apply, to make such appointment, to the American Arbitration Association, and both parties shall be bound by any appointment so made. Any appraiser or appraisers appointed pursuant to the foregoing procedure shall be instructed to determine the Fair Market Rental of the Units subject to the proposed extended term or the Fair Market Value of the Units to be purchased, as the case may be, within 30 days after his or their appointment. If the parties shall have appointed a single appraiser, or if either party shall have failed to appoint an appraiser, the determination of Fair Market Rental or Fair Market Value, as the case may be, of the single appraiser appointed shall be final. If three appraisers shall be appointed, the determination of the appraiser which differs most from the other two appraisers shall be excluded, the remaining two determinations shall be averaged and such latter average shall be final and binding upon the parties hereto as the Fair Market Rental or Fair Market Value, as the case may be. The appraisal proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association as then in effect. The provision for this appraisal procedure shall be the exclusive means of determining Fair Market Rental or Fair Market Value, as the case may be, and shall be in lieu of any judicial or other procedure for the determination thereof; and each party hereto hereby consents and agrees not to assert any judicial or other procedures. The expenses of the appraisal procedure shall be borne equally by the Lessee and the Lessor. The Lessee shall have the right by notice to the Lessor to rescind its election to so extend the term of this Lease or to so purchase the Units within 30 days after the determination of Fair Market Value or Fair Rental Value. In the event such election is so rescinded, the expenses of such appraisal procedure shall be borne by the Lessee.

SECTION 14. Return of Units upon Expiration of Term.

(a) As soon as practicable on or after the termination of the original term or any extended term of this Lease and in any event not later than 90 days after the termination of the original term or any extended term of this Lease, the Lessee will, at its own cost and expense, cause the Units to be transported to not more than four points in the United States of

America as shall be designated by the Lessee with the consent of the Lessor (such consent not to be unreasonably withheld), and will arrange for the storage of such Unit at such point for a period 60 days from the date at which at least 90% of such Units to be transported are first placed in storage pursuant to this Section 14, the assembly, delivery, storage and transporting of such Units to be at the expense and risk of the Lessee, and the Lessee shall cause no less than 40 Units to be transported to any such point. 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 or lessee of any such Unit, to inspect the same. The assembly, delivery, storage and transporting of the Units 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 cause the assembly, delivery, storage and transporting of the Units. Each Unit returned to the Lessor pursuant to this Section 14 shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted, (ii) have attached or affixed accessions thereto, if any, as provided herein, and (iii) meet the standards then in effect under the Interchange Rules of the American Association of Railroads, if applicable, and all other applicable laws, rules or regulations.

(b) If any of the Units suffers a Casualty Occurrence during any storage period provided for in this Section 14, the Lessee shall pay to the Lessor the Casualty Value of such Unit as determined in accordance with Section 7 hereof. All gross amounts earned in respect of any Unit shall, from and after the termination of this Lease as to such Unit, belong to and be the property of the Lessor. In the event that by the termination of the original or any extended term of the Lease, the Lessee has not, at the request of the Lessor, caused any Unit to be transported to such point or points as shall have been designated by the Lessee and consented to by the Lessor pursuant to this Section 14, the Lessee shall pay to the Lessor the per diem interchange for such Unit for each day from such day of termination to the date on which such Unit has been so transported. In any event, the Lessor shall have no right hereunder to abandon any Unit to the Lessee.

SECTION 15. Recording. The Lessee, at its own expense, will cause this Lease, the Trust Indenture and the

Lease Assignment and any supplements hereto or thereto to be filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303. The Lessee, at its own expense, will undertake the filing, registering, deposit and recording required of the Lessor under the Trust Indenture and the Lease Assignment and will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record (and will refile, re-register, deposit and re-deposit or re-record whenever required) any and all further instruments (including financing statements and continuation statements under the Uniform Commercial Code) required by law or reasonably requested by the Lessor, C.I.T., any holder of a Loan Certificate or the Indenture Trustee for the purpose of proper protection, to their reasonable satisfaction, of the Indenture Trustee's and the Lessor's respective interests in the Units, or for the purpose of carrying out the intent of Trust Agreement and the Participation Agreement, and the Lessee will promptly furnish to the Indenture Trustee and the Lessor evidence of all such filing, registering, depositing or recording, and an opinion or opinions of counsel for the Lessee with respect thereto in form and substance reasonably satisfactory to the Indenture Trustee and the Lessor. This Lease, the Trust Indenture and the Lease Assignment, and any amendments or supplements hereto or thereto, shall be filed and recorded with the Interstate Commerce Commission prior to the delivery and acceptance hereunder of any Unit.

SECTION 16. Lessor's Right to Perform; Interest on Overdue Rentals. (a) If the Lessee fails to perform or comply with any of its agreements contained herein, the Lessor may upon notice to the Lessee itself perform or comply with such agreement, and the amount of the reasonable cost and expenses of the Lessor incurred in connection with such performance or compliance, together with interest on such amount at the rate of 13.40% per annum or the maximum amount permitted by applicable law (whichever is less), shall be payable by the Lessee upon demand.

(b) Anything to the contrary herein contained notwithstanding, any non-payment of rentals and other obligations due hereunder shall result in the obligation on the part of the Lessee promptly to pay an amount equal to interest at the rate of 13.40% per annum upon the overdue rentals and other obligations for the period of time during which they are overdue or such lesser amount as may be legally enforceable.

SECTION 17. Notices. Any notice required or permitted to be given by either party hereto shall be deemed to have been given when mailed, first class certified, addressed as follows:

(a) If to the Lessor, at 120 South Sixth Street, Minneapolis, Minnesota, 55402, Attention: Corporate Trust Department;

(b) If to the Indenture Trustee, to C.I.T. or to any holder of a Loan Certificate, at its address for notices provided for in the Trust Indenture; and

(c) If to the Lessee, at 630 Third Avenue, New York, New York 10017, Attention: Mr. Richard W. Gross, Senior Vice President and Treasurer;

or addressed to any party at such other address as such party shall hereafter furnish to the other parties in writing. Any certificate, document or report required to be furnished by any party hereto to the other parties shall be delivered to the address set forth above for such party. Any notice to the Lessee regarding the Lessee's failure to perform any obligation hereunder shall also be furnished to the Indenture Trustee.

SECTION 18. Agreement to Accept Jurisdiction by the Lessee; Currency Conversion. (a) The Lessee represents and warrants that it is not entitled to immunity from judicial proceedings and agrees that, should any of the Lessor, the Owner Participant, the Indenture Trustee, C.I.T., C.I.T. Financial or any holder of a Loan Certificate bring any judicial proceedings to enforce the obligations and liability of the Lessee under this Lease, the Participation Agreement, the Lease Assignment or the Purchase Order Assignment, no immunity from such proceedings will be claimed by or on behalf of the Lessee or with respect to its property. The Lessee agrees that any legal suit, action or proceeding arising out of or relating to this Lease may be instituted in any state or federal court in the State of New York, waives any objection which it might have now or hereafter to the laying of the venue of any such suit, action or proceeding, irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding, and hereby waives any claim or defense of inconvenient forum. In the event that the Lessee for any reason shall not be qualified to do business in New York or shall not have its chief executive office located in New York, the Lessee shall, simultaneously

with such event, deliver to the Lessor and the Indenture Trustee a true and correct copy of an instrument by which the Lessee will irrevocably appoint CT Corporation System as its authorized agent upon which process may be served in any such suit, action or proceeding and by which CT Corporation System will accept such appointment. The Lessee will take any and all action, including the execution and filing of all such documents and instruments, as may be necessary to effect and continue the appointment of such agent in full force and effect, or if necessary by reason of any fact or condition relating to such agent, to replace such agent with an agent located in the City of New York reasonably satisfactory to the Lessor and the Indenture Trustee upon which agent process may be served in any such suit, action or proceeding. The Lessee agrees that service of process upon such agent and written notice of such service given to the Lessee shall be deemed in every respect effective service of process upon the Lessee in any such suit, action or proceeding in any such court. In making the appointment and submission to jurisdiction hereinabove referred to, the Lessee will expressly waive the benefit of any contrary provision of foreign law. Nothing in this Section 18(a) shall affect the right of the Lessor, the Owner Participant, the Indenture Trustee, C.I.T., C.I.T. Financial or any holder of a Loan Certificate to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Lessee in any other court in which the Lessee is subject to suit.

(b) If for the purposes of obtaining judgment in any court it becomes necessary to convert into any currency any amount in U.S. dollars due under this Lease, under the Participation Agreement, under the Lease Assignment or under the Purchase Order Assignment then such conversion shall be made at the rate of exchange prevailing on the day before the day on which the judgment is given in such court. For the purpose of this Section 18(b), "rate of exchange" means the rate at which the person obtaining such judgment is able on the relevant date in the place in which such judgment is sought to be obtained to purchase U.S. dollars for such other currency. In the event that there is a change in the rate of exchange prevailing between the day before the day on which the judgment is given and the date of payment, the Lessee will pay such additional amounts (if any) as may be necessary to ensure that the amount paid on such date is the amount in such other currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Lease, the Participation Agreement, the Lease Assignment or the Purchase Order

Assignment, as the case may be, in U.S. dollars. Any amount due from the Lessee under this Section 18(b) will be due as a separate debt and shall not be affected by any judgment being obtained for any other sums due under or in respect of this Lease, the Participation Agreement, the Lease Assignment or the Purchase Order Assignment, as the case may be. In no event shall the Lessee be required to pay more U.S. dollars at the rate of exchange when payment is made than the amount of U.S. dollars stated to be due under this Lease, under the Participation Agreement, under the Lease Assignment or under the Purchase Order Assignment, so that in any event the Lessee's obligations under this Lease, under the Participation Agreement, under the Lease Assignment or under the Purchase Order Assignment will be effectively maintained as U.S. dollar obligations.

SECTION 19. Representations and Warranties. The Lessee represents and warrants to the Lessor, the Indenture Trustee, the Owner Participant, each holder of a Loan Certificate, C.I.T. and C.I.T. Financial as follows:

(A) the Lessee is a corporation duly organized, validly existing and in good standing under the laws of the Bahamas and is duly qualified to do business in New York and in each other jurisdiction in which the ownership of properties by the Lessee and the business and activities of the Lessee require such qualification;

(B) the Lessee has full power, authority and legal right own its properties and to carry on its business as now conducted and is duly authorized and empowered to execute, deliver and perform its obligations under this Lease, the Participation Agreement, the Lease Assignment and the Purchase Order Assignment;

(C) the Lessee is not a party to any agreement or instrument or subject to any charter or other corporate restriction which materially and adversely affects the business of the Lessee, or the operations, property or assets or condition, financial or otherwise, of the Lessee;

(D) the Lessee is not presently in default under any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is now a party or by which it may be bound and neither the execution and delivery by the Lessee of this Lease, the Participation Agreement, the Lease Assignment or the Purchase Order Assignment, nor the consummation by the Lessee

of the transactions contemplated herein and therein or the fulfillment of, or compliance with, the terms and provisions hereof and thereof, will conflict with, or result in a breach of any of the terms, conditions or provisions of, any law, or any rule, regulation, order, injunction or decree of any court or governmental instrumentality, or of the corporate charter or the by-laws of the Lessee or of any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Lessee is now a party or by which it may be bound, or constitute a default thereunder, or result in the creation or imposition of any lien, charge, security interest or other encumbrance of any nature whatsoever upon any property of the Lessee pursuant to the terms of any such agreement or instrument;

(E) no mortgage, deed of trust, or other lien or encumbrance of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Units or in any manner affects or will affect adversely the Indenture Trustee's or the Lessor's right, title and interest therein;

(F) at the time of delivery to and acceptance by the Lessor of each Unit, the Lessor will have good and marketable title to such Unit, free and clear of all claims, liens, security interests and other encumbrances, other than claims, if any, against the Lessor or the Owner Participant not related to the ownership of the Units or the administration of the Estate and other than the rights of the Owner Participant under the Trust Agreement, the Indenture Trustee under the Trust Indenture and the Lessee under this Lease and, prior to the Loan Closing Date, the rights of the Builder to receive payment therefor;

(G) neither the execution and delivery by the Lessee of this Lease, the Participation Agreement, the Lease Assignment and the Purchase Order Assignment nor the consummation by the Lessee of any of the transactions contemplated herein or therein, requires the consent, authorization or approval of, the giving of notice to, or the registration with, or the taking of any other action in respect of, the Interstate Commerce Commission or any other Federal, state or foreign governmental authority or agency, except the filing and recording of this Lease, the Lease Assignment and the Trust Indenture with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303, or the consent, authorization or approval of, or the giving of notice to, any stockholder or creditor of the Lessee;

(H) there are no actions, suits or proceedings pending or (to the knowledge of the Lessee) threatened against or affecting the Lessee or any property rights of the Lessee, at law or in equity, before any court or any commission, agency or instrumentality, which might materially and adversely affect the condition, financial or otherwise, of the Lessee or the ability of the Lessee to perform its obligations under this Lease, the Participation Agreement, the Lease Assignment or the Purchase Order Assignment; and the Lessee is not in default with respect to any order or decree of any court or any commission, agency or instrumentality;

(I) this Lease, the Participation Agreement, the Lease Assignment and the Purchase Order Assignment have been duly authorized, executed and delivered by the Lessee and constitute legal, valid and binding instruments, enforceable against the Lessee in accordance with their respective terms, subject in the case of the enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforceability of creditors' rights generally;

(J) this Lease, the Lease Assignment and the Trust Indenture have been duly filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 and appropriate financing statements under the Uniform Commercial Code have been filed with respect thereto and such filing and recordation will protect the first priority security interest of the Indenture Trustee in and to the Trust Estate and the interest of the Lessor in and to the Units and no filing, recordation or deposit (or giving of notice) with any other Federal, state, local or foreign governmental authority or agency is necessary in order to protect the first priority security interest of the Indenture Trustee in and to the Trust Estate and the interest of the Lessor in and to the Units, except that a continuation statement must be filed with respect to each such financing statement within six months prior to the expiration of each five year period commencing on the date of the filing of such financing statement;

(K) no material adverse change has occurred in the condition, financial or otherwise, of the Lessee since February 29, 1980;

(L) the Lessee has filed all Federal, state, local and foreign tax returns which are required to be filed, and has

paid, or made provisions for the payment of, all taxes which have or may become due, other than taxes which are being con-; tested in good faith and except for taxes for which extensions of time have been granted by appropriate authorities and which in the aggregate do not involve material amounts;

(M) the Lessee is not a "common carrier", nor is it affiliated with or controlled by a "common carrier", within the meaning of the Interstate Commerce Act, as amended; and

(N) the Lessee has furnished to the Owner Participant, C.I.T., the Indenture Trustee, the Lender and the Lessor an audited consolidated balance sheet of the Lessee and its consolidated subsidiaries as of November 30, 1979 and an unaudited balance sheet of the Lessee and its consolidated subsidiaries as of February 29, 1980 and related consolidated statements of income and retained earnings; such financial statements are in accordance with the books and records of the Lessee and its consolidated subsidiaries and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the period covered by the financial statements; and such financial statements present fairly the financial condition of the Lessee and its consolidated subsidiaries at such dates and the results of their operations and changes in their financial position for such periods, subject, in the case of said unaudited balance sheet and related statements, to year-end audit and adjustments.

SECTION 20. Immunities. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all the representations, undertakings and agreements herein made on the part of the Lessor are each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Owner Trustee or for the purpose or with the intention of binding said bank personally, but are made and intended for the purpose of binding only the Estate as such term is used in the Trust Agreement, and this Lease is executed and delivered by the Owner Trustee solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement, and that no personal liability or responsibility is assumed by or shall at any time be asserted or enforceable against the Owner Trustee or the Owner Participant on account of any representation, undertaking or agreement hereunder of the Owner Trustee acting in its capacity as Lessor or of the Owner Participant, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Lessee and by all persons claiming by, through or under the Lessee.

SECTION 21. Estoppel Certificates. Lessee will from time to time (but no more than one time during any 180-day period) deliver to Lessor and the Indenture Trustee promptly upon request, (a) a statement, executed by the President or any Vice President of Lessee, certifying the dates to which the rentals and other sums payable hereunder have been paid, that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and identifying such modifications) and that no Event of Default has occurred and is continuing (or, if any Event of Default has occurred and is continuing, specifying the nature and period of existence thereof and what action Lessee is taking or proposes to take with respect thereto), and (b) such information with respect to the Units or any thereof as from time to time may reasonably be requested, it being intended that any such statement delivered pursuant to this Section 21 may be relied upon by C.I.T., any holder of a Loan Certificate and any prospective purchaser of any Unit.

SECTION 22. Severability; Effect and Modification of Lease; Reference to Trust Indenture. (a) 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 provision in any other jurisdiction.

(b) This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the leasing of the Units and supersedes all other agreements (other than the Participation Agreement, the Purchase Order Assignment and the Lease Assignment), oral or written, with respect thereto. No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized signatories for the Lessor and the Lessee.

(c) The references to the Trust Indenture in this Lease shall not impose any obligation on the Lessee under the Trust Indenture except as specifically set forth herein or in the Lease Assignment or in the Participation Agreement and the Lessee shall, under no circumstances, be deemed to be a party to the Trust Indenture.

SECTION 23. Execution. The Lease may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Indenture Trustee shall be deemed to be the original counterpart. Although for convenience this Lease is dated as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

SECTION 24. Law Governing. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. 11303, such additional rights arising out of the filing, recording or depositing of this Lease, the Lease Assignment and the Trust Indenture as shall be conferred by the laws of the several jurisdictions in which this Lease, the Lease Assignment or the Trust Indenture shall be filed, recorded or deposited, or in which any Units shall be located, and any rights arising out of the marking on the Units.

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

FIRST NATIONAL BANK OF MINNEAPOLIS
as Lessor,

by



Vice President

[Corporate Seal]

Attest:


Trust Officer

INTERPOOL, LIMITED
as Lessee,

by Richard V. Brown
Senior Vice President & Treasurer

[Corporate Seal]

Attest:

Charles H. Burnett
Secretary
Assoc. Gen'l Counsel

THE RIGHTS OF THE LESSOR IN AND TO THE GENERAL PURPOSE FLAT CARS HEREUNDER, INCLUDING ITS RIGHTS UNDER THIS LEASE, HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE CONNECTICUT BANK AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER THE TRUST INDENTURE DATED AS OF AUGUST 1, 1980 FROM FIRST NATIONAL BANK OF MINNEAPOLIS, AS OWNER TRUSTEE, AS SAID TRUST INDENTURE MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF.

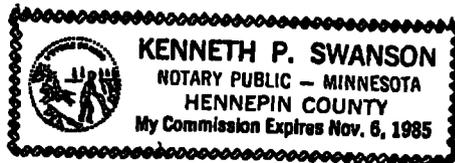
STATE OF *Minnesota*)
 :
 COUNTY OF *Hennepin*) SS.:

On this *15* day of *August*, 1980, before me personally appeared *J. SCANLAN*, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of FIRST NATIONAL BANK OF MINNEAPOLIS, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Kenneth P. Swanson
Notary Public

[Notarial Seal]

My Commission expires



STATE OF *New York*,)
 COUNTY OF *New York*;) SS.:

On this *14* day of *August*, 1980, before me personally appeared *Richard W. Gross*, to me personally known, who, being by me duly sworn, says that he is a *prior Vice President & Treasurer* of INTERPOOL, LIMITED, a Bahamian corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bahamian corporation, that said instrument was signed and sealed on behalf of said Bahamian 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 Bahamian corporation.

Ellen E. McCarron
Notary Public

[Notarial Seal]

My Commission expires

ELLEN E. McCARRON
Notary Public, State of New York
No. 43-4651078
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1981

SCHEDULE A

Description of Units

<u>Manufacturer</u>	<u>Type</u>	<u>Quantity</u>	<u>Identifying Nos. (inclusive)</u>
Pullman Incorporated (Pullman Standard Division)	70-ton 89'4" general purpose flat cars	200	WP 8801 through WP 9000

SCHEDULE B

Certificate of Acceptance

I, _____, a duly authorized representative of FIRST NATIONAL BANK OF MINNEAPOLIS, as owner trustee under a Trust Agreement dated as of August 1, 1980 (the "Owner Trustee"), and of INTERPOOL, LIMITED (the "Lessee"), do hereby certify that I have inspected, received, approved and accepted, on behalf of the Owner Trustee, under (a) the purchase order dated April 10, 1980 submitted by the Lessee to Pullman Incorporated (Pullman Standard Division) (the "Builder") and accepted by the Builder pursuant to an acknowledgement letter dated April 15, 1980, and (b) the Purchase Order Assignment dated as of August 1, 1980, among the Lessee, the Owner Trustee and the Builder, and on behalf of the Lessee, under the Lease of Railroad Equipment dated as of August 1, 1980, between the Owner Trustee and the Lessee, the following units of railroad equipment (the "Units"):

DESCRIPTION OF UNITS:	70-ton 89'4" general purpose Flat cars
BUILDER:	Pullman Incorporated (Pullman Standard Division)
DATE ACCEPTED:	_____, 1980
IDENTIFYING NUMBERS:	

I do further certify that the Units are in good order and condition and conform to the above-listed description, and at the time of delivery to the Owner Trustee and the Lessee each Unit was marked with its respective identifying number and there was plainly, distinctly, permanently and conspicuously marked upon each side of each Unit the following legend in letters not less than one inch in height, in all caps:

**OWNERSHIP SUBJECT TO A SECURITY AGREEMENT
FILED WITH THE INTERSTATE COMMERCE COMMISSION**

I do further certify, on behalf of the Lessee, that no Unit was placed in service or ready or available for use by the Lessee or any other person prior to its delivery and acceptance hereunder.

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

Authorized Representative of
First National Bank of
Minneapolis, as Owner Trustee,

and of

Interpool, Limited

Date:

SCHEDULE C

Semi-Annual Rental Payments

<u>Date</u>	<u>Percentage of Lessor's Cost of Unit</u>
July 2, 1981	6.2868
January 2, 1982	6.286
July 2, 1982	6.286
January 2, 1983	6.286
July 2, 1983	6.286
January 2, 1984	6.286
July 2, 1984	6.286
January 2, 1985	6.286
July 2, 1985	6.286
January 2, 1986	6.286
July 2, 1986	6.286
January 2, 1987	6.286
July 2, 1987	6.286
January 2, 1988	6.286
July 2, 1988	6.286
January 2, 1989	6.286
July 2, 1989	6.286
January 2, 1990	6.286
July 2, 1990	6.286
January 2, 1991	3.143
July 2, 1991	3.143
January 2, 1992	3.143
July 2, 1992	3.143
January 2, 1993	3.143
July 2, 1993	3.143
January 2, 1994	3.143
July 2, 1994	3.143
January 2, 1995	3.143
July 2, 1995	3.143

SCHEDULE D

Casualty Values

<u>Date</u>	<u>Percentage of Lessor's Cost of Unit</u>
January 2, 1981	104.28148
July 2, 1981	105.5440
January 2, 1982	104.6676
July 2, 1982	103.5822
January 2, 1983	103.1659
July 2, 1983	102.3065
January 2, 1984	94.5111
July 2, 1984	92.8252
January 2, 1985	90.8800
July 2, 1985	88.5360
January 2, 1986	79.4236
July 2, 1986	76.5013
January 2, 1987	73.3865
July 2, 1987	69.9914
January 2, 1988	59.8555
July 2, 1988	55.9575
January 2, 1989	51.8289
July 2, 1989	47.4016
January 2, 1990	42.7995
July 2, 1990	38.0514
January 2, 1991	33.4104
July 2, 1991	32.0290
January 2, 1992	30.8993
July 2, 1992	29.6897
January 2, 1993	28.2770
July 2, 1993	26.8212
January 2, 1994	25.3808
July 2, 1994	23.9065
January 2, 1995	22.4510
July 2, 1995	20.9724
January 1, 1996	20.0000