

WHITE & CASE

1747 PENNSYLVANIA AVENUE, N W
WASHINGTON, D C
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20, PLACE VENDÔME, PARIS
66 GRESHAM STREET, LONDON
BIRGER JARLSGATAN 14 STOCKHOLM

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2787
(212) 819-8200
FACSIMILE (212) 354-8113
TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
CUMHURIYET CADDESİ 12/10, ISTANBUL
ZIYA UR RAHMAN CADDESİ 17/5 ANKARA
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

GJC:JC

0-270A019

September 27, 1990

re Documents for Recordation, 49 USC Section 11303

Office of the Secretary
Recordations Unit, Room 2302
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C, 20423

RECORDATION NO 16623-E FILED 1222

SEP 27 1990 - 9:22 AM
INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed herewith are an original and one counterpart of the document described below, to be recorded today pursuant to Section 11303 of Title 49 of the U.S. Code.

The document, identified as "Lease and Indenture Amendment Supplement No. 4", dated September 17, 1990, is a supplement and an amendment to the Lease Agreement between The Connecticut National Bank as Lessor and the B.F. Goodrich Company, as Lessee, dated as of October 30, 1990, the Indenture and Security Agreement, dated as of October 30, 1990, between Connecticut National Bank, not in its individual capacity, but as Owner Trustee, Lessor and Continental Bank, National Association, not in its individual capacity but as Indenture Trustee, the Lease and Indenture Supplement No. 1 dated as of October 30, 1990 among the Lessor, the Lessee and the Indenture Trustee, the Lease and Indenture Supplement No. 2 dated as of March 29, 1990 among the Lessor, the Lessee and the Indenture Trustee, and the Lease and Indenture Amendment Supplement No. 3 dated as of June 15, 1990 among the Lessor, the Lessee and the Indenture Trustee. The Lease and Indenture Amendment and Supplement No. 4 is a secondary document.

C. Dunlap
12/1/90

7.152
11
103.111.11

The Lease Agreement, the Indenture, the Lease and Indenture Supplement No. 1, and the Lease and Indenture Supplement No. 2 and the Lease and Indenture Amendment and Supplement No. 3 were recorded under recordation numbers 16623, 16623-A, 16623-B, 16623-C and 16623-D respectively.

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

LESSOR/OWNER TRUSTEE:	The Connecticut National Bank 777 Main Street Hartford, Connecticut 06115
LESSEE:	The B.F. Goodrich Company 3925 Embassy Parkway Akron, Ohio 44313
INDENTURE TRUSTEE:	Continental Bank, National Association 231 LaSalle Street Chicago, Illinois 60697

A short summary of the document to appear in the Index should be as follows:

Lease and Indenture Supplement No. 4 dated September 28, 1990 among The Connecticut National Bank, not in its individual capacity but as Lessor/Owner Trustee, the B.F. Goodrich Company, Lessee and Continental Bank, National Association, not in its individual capacity but as Indenture Trustee, supplementing and amending the Lease Agreement, the Indenture, the Lease and Indenture Supplement No. 1, the Lease and Indenture Supplement No. 2 and the Lease and Indenture Amendment and Supplement No. 3.

A check for the required recordation fee of \$15.00 is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to the undersigned.

The undersigned certifies that he is acting as counsel to The B.F. Goodrich Company, as Lessee, for

purposes of this filing and that he has knowledge of the matters set forth in the above-described documents.

Very truly yours

Gad J. Cohen

A handwritten signature in black ink, appearing to read 'Gad J. Cohen', is written over the typed name. The signature is stylized and somewhat abstract, with a large, sweeping stroke that extends to the right and then loops back down.

Enclosures

cc: Clifford J. Hendel, Esq.
Harriet Robinson, Esq.

Interstate Commerce Commission
Washington, D.C. 20423

9/27/90

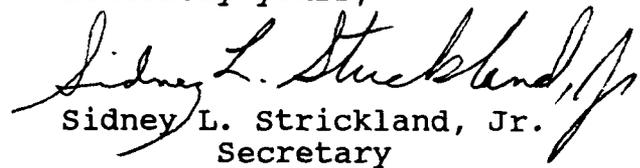
OFFICE OF THE SECRETARY

Gad J. Cohen
White & Case
1155 Avenue Of The Americas
New York, N.Y. 10036-2787

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 9/27/90 at 10:30am, and assigned recordation number(s). 16623-E

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

LEASE AND INDENTURE AMENDMENT AND SUPPLEMENT NO. 4

Dated as of September 17, 1990

16623-E
RECORDED BY
FILED

Among

SEP 27 1990 - 10 20 AM

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

INTERSTATE COMMERCE COMMISSION

THE B.F. GOODRICH COMPANY,
Lessee

and

CONTINENTAL BANK, NATIONAL ASSOCIATION,
not in its individual capacity but solely as trustee,
Indenture Trustee

380 ACF 100-TON COVERED HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE AMENDMENT AND SUPPLEMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF CONTINENTAL BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF OCTOBER 30, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE AMENDMENT AND SUPPLEMENT NO. 4 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE AMENDMENT AND SUPPLEMENT NO. 4 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY CONTINENTAL BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT TO
49 U.S.C. § 11303 ON SEPTEMBER __, 1990
AT __: __ RECORDATION NUMBER _____

10
11
12
13
14
15
16
17
18
19
20

THIS LEASE AND INDENTURE AMENDMENT AND SUPPLEMENT NO. 4, dated as of September 17, 1990, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of October 30, 1989 (the "Trust Agreement") with CROSSLAND SAVINGS, FSB, THE B.F. GOODRICH Company, a New York corporation ("Lessee") and CONTINENTAL BANK, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Indenture Trustee ("Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease"), and Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement (the "Indenture"), each dated as of October 30, 1989 (capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in Schedule X to the Indenture); and

WHEREAS, pursuant to Section 802 of the Indenture, Owner Trustee, the Loan Participants and Indenture Trustee desire to amend Sections 401(a) and (b), 402(e) and 1002 of the Indenture to clarify the procedure for the redemption of Notes and application of payments of Stipulated Loss Value, Termination Value and other related payments;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Owner Trustee, Lessee and Indenture Trustee hereby agree as follows:

SECTION 1. Amendment of Indenture. The Indenture is hereby amended as follows:

(A) Paragraphs (a) and (b) of Section 401 of the Indenture are deleted in their entirety and replaced with the following text:

(a) Redemption Upon the Occurrence of an Event of Loss. Each Series A Note issued at the same Closing and with respect to the Railcars delivered at such Closing shall be subject to redemption and shall be redeemed in part upon the occurrence of an Event of Loss with respect to any Railcar, in an amount equal to the product obtained by multiplying the then unpaid principal amount of such Series A Note by a fraction, the numerator of which shall be Lessor's Cost of the Railcar in respect of which Stipulated Loss Value is being paid and the denominator of which shall be the Lessor's Cost for all Railcars delivered at the same Closing which were subject to the Lease immediately before such Event of Loss, by application of

Stipulated Loss Value in an amount equal to 100% of the principal amount of the Series A Notes to be redeemed, together with accrued and unpaid interest thereon to the Redemption Date but without payment of any Premium.

(b) Redemption in the Event of Voluntary Termination. Each Series A Note issued at the same Closing and with respect to the Railcars delivered at such Closing shall be subject to redemption and shall be redeemed in part in the event of a voluntary termination of the Lease pursuant to and in accordance with Section 12 thereof with respect to any Railcar, in an amount equal to the product obtained by multiplying the then unpaid principal amount of such Series A Note by a fraction, the numerator of which shall be Lessor's Cost of the Railcar in respect of which Termination Value is being paid and the denominator of which shall be Lessor's Cost for all Railcars delivered at the same Closing which were subject to the Lease immediately before the exercise of such voluntary termination, by application of Termination Value in an amount equal to 100% of the principal amount of the Series A Notes to be redeemed, together with accrued and unpaid interest thereon to the Redemption Date and the Premium calculated as of such Redemption Date.

(B) The proviso at the end of paragraph (e) of Section 4.02 of the Indenture is deleted in its entirety and replaced with the following text:

; provided, however, that in the case of a partial redemption of Series A Notes, the redemption shall be allocated pro rata, subject to Section 1002 hereof, to all Series A Notes then Outstanding.

(C) Paragraph "First" of Section 1002 of the Indenture is deleted in its entirety and replaced with the following text:

First, to redeem in full from the amount received by the Indenture Trustee pursuant to clause (a), (b) or (c) above, that portion of the aggregate unpaid principal of all Notes issued at the same Closing and with respect to the Railcars delivered at such Closing Outstanding, equal to the product obtained by multiplying the aggregate unpaid principal of all Notes issued at the same Closing and with respect to the Railcars delivered at such Closing Outstanding, by a fraction, the numerator of which shall be the aggregate Lessor's Cost for the Railcar or Railcars in respect of which a payment pursuant to clause (a), (b) or (c) above is being made and the denominator of which, shall

be the aggregate Lessor's Cost of all Railcars delivered at the same Closing, which were subject to the Lease immediately before the event giving rise to such payments under the Lease so that each of the remaining redemptions of each Note pursuant to Section 401(e) of this Indenture shall be reduced in the proportion that the principal amount of the redemption bears to the unpaid principal amount of the Notes immediately before the event giving rise to such payments under the Lease, plus the accrued and unpaid interest thereon (including any interest on overdue principal, the Premium and, to the extent legally enforceable, on interest due on the Notes) to the Redemption Date and the Premium, if any;

SECTION 2. Filing with the Interstate Commerce Commission. This Lease and Indenture Amendment and Supplement No. 4 shall be filed not later than September 30, 1990 with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

SECTION 3. Further Assurances. Each party hereto will promptly and duly execute and deliver such further documents to, make such further assurances for, and take such further action reasonably requested by, any party to whom such first party is obligated, all as may be reasonably necessary to carry out more effectively the intent and purpose of this Lease and Indenture Amendment and Supplement No. 4.

SECTION 4. Ratification. Except as expressly amended by this Lease and Indenture Amendment and Supplement No. 4, the Indenture, and all documents, instruments and agreements related thereto, are in all respects hereby ratified, approved and confirmed and shall continue in full force and effect.

SECTION 5. Counterpart Execution; Effective Date. This Lease and Indenture Amendment and Supplement No. 4 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Notwithstanding the actual date of execution by each of the parties hereto, this Lease and Indenture Amendment and Supplement No. 4 shall be considered effective at November 22, 1989 and continuously thereafter, without interruption.

SECTION 6. Governing Law. THIS LEASE AND INDENTURE AMENDMENT AND SUPPLEMENT NO. 4 IS BEING DELIVERED IN THE STATE OF NEW YORK AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

IN WITNESS WHEREOF, the Owner Trustee, the Lessee and the Indenture Trustee have caused this Lease and Indenture Amendment and Supplement No. 4 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as Owner Trustee

By *E.C. Hammer*
Name: **Elizabeth C Hammer**
Title: **Corporate Trust Officer**

Lessee

THE B.F. GOODRICH COMPANY

By _____
Name:
Title:

Indenture Trustee

CONTINENTAL BANK, NATIONAL ASSOCIATION, not in its individual capacity but solely as Indenture Trustee

By _____
Name:
Title:

IN WITNESS WHEREOF, the Owner Trustee, the Lessee and the Indenture Trustee have caused this Lease and Indenture Amendment and Supplement No. 4 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as Owner Trustee

By _____
Name:
Title:

Lessee

THE B.F. GOODRICH COMPANY

By *Robert A. McMillan*
Name: Robert A. McMillan
Title: Vice President and Treasurer *B*

Indenture Trustee

CONTINENTAL BANK, NATIONAL ASSOCIATION, not in its individual capacity but solely as Indenture Trustee

By _____
Name:
Title:

IN WITNESS WHEREOF, the Owner Trustee, the Lessee and the Indenture Trustee have caused this Lease and Indenture Amendment and Supplement No. 4 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity
but solely as Owner
Trustee

By _____
Name:
Title:

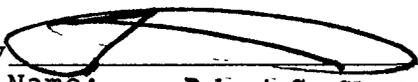
Lessee

THE B.F. GOODRICH COMPANY

By _____
Name:
Title:

Indenture Trustee

CONTINENTAL BANK, NATIONAL
ASSOCIATION, not in its indi-
vidual capacity but solely as
Indenture Trustee

By  _____
Name: Robert S. Clark
Title: Vice President

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

On this 3rd day of August, 1990, before me personally appeared Elizabeth C. Hammer, to me personally known, who, being by me duly sworn, says that she is Corp Trust Officer of The Connecticut National Bank, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Michelle K. Blezard
Notary Public

My Commission Expires:

MICHELLE K. BLEZARD
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1994

STATE OF OHIO)
 : ss.:
CITY OF AKRON)

On this 3rd day of August, 1990, before me personally appeared Robert A. McMillan, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of The B.F. Goodrich Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

JOAN M. TAFFI, Notary Public

State of Ohio - Resident County, Summit

My Commission Expires 10/6/94

My Commission Expires: 10/6/94

STATE OF ILLINOIS)

: ss.:

COUNTY OF COOK)

On this 31st day of August, 1990, before me personally appeared ROBERT S. CLARK, to me personally known, who, being by me duly sworn, says that he is ~~VICE PRESIDENT~~ of Continental Bank, National Association, that said instrument was signed and sealed on behalf of said national bank 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 bank.

V. Washington
Notary Public

My Commission Expires: 9-20-92

