



Commonwealth Edison
 One First National Plaza, Chicago, Illinois
 Address Reply to: Post Office Box 767
 Chicago, Illinois 60690 - 0767

0100123042

RECORDATION NO. 18716/P FILED 1425

February 23, 1994

FEB 24 1994 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
 Recordations Unit
 Interstate Commerce Commission
 Room 2303
 12th and Constitution Avenue, N.W.
 Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

In accordance with the provisions of Section 11303 of Title 49 of the U.S. Code, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder ("Rules and Regulations"), enclosed herewith for filing and recordation are two executed and acknowledged originals of a Unit Leasing Record No. 1 (the "Unit Leasing Record No. 1").

The Unit Leasing Record No. 1 is a secondary document as defined in the Rules and Regulations, and relates to a Lease Agreement, a primary document, dated as of February 1, 1994, between Hero Leasing, Limited Partnership, as lessor, and Commonwealth Edison Company, as lessee, which is being filed concurrently with the ICC.

The names and addresses of the parties to the Unit Leasing Record No. 1 are as follows:

Lessor: Hero Leasing, Limited Partnership
 c/o ML Leasing Equipment Corp.
 North Tower -- 27th Floor
 World Financial Center
 250 Vesey Street
 New York, New York 10281-1327

Lessee: Commonwealth Edison Company
 One First National Plaza
 10 South Dearborn
 Chicago, Illinois 60603

RECEIVED
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 SECRETARY
 FEB 24 11 44 AM '94
 RECORDATION BRANCH

Carroll J. Smith

Office of the Secretary
February 23, 1994
Page 2

A description of the railroad equipment covered by the Lease Agreement is as follows: One hundred thirty (130) new 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars bearing identification marks and numbers CWEX 2554, 2556-2677, inclusive, 2679-2685, inclusive, A.A.R. car type J312.

A filing fee of \$18.00 is enclosed to cover the required recordation fee. Please return the duplicate copy of this letter and the original copy of the enclosed document not needed by the Commission for recordation to the bearer of this letter.

A short summary of the Unit Leasing Record No. 1 to appear in the index follows:

Unit Leasing Record No. 1 between Hero Leasing, Limited Partnership, c/o ML Leasing Equipment Corp., North Tower -- 27th Floor, World Financial Center, 250 Vesey Street, New York, New York 10281-1327 and Commonwealth Edison Company, One First National Plaza, 10 South Dearborn Street, Chicago, Illinois 60603, covering 130 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars bearing identification marks and numbers CWEX 2554, 2556-2677, inclusive, 2679-2685, inclusive, A.A.R. car type J312.

Very truly yours,

COMMONWEALTH EDISON COMPANY

By: Patricia L. Kampling
Patricia L. Kampling
Assistant Treasurer

Enclosures

UNIT LEASING RECORD to the Lease Agreement, dated as of February 1, 1994, between Hero Leasing, Limited Partnership, as lessor, and Commonwealth Edison Company, as lessee (the "Lease Agreement")

Lessor: Hero Leasing, Limited Partnership
 Lessee: Commonwealth Edison Company

RECORDATION NO. 18716 FILED 1425
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INTERSTATE COMMERCE COMMISSION

A. ULR No.: 1
 Effective Date of this Unit Leasing Record ("ULR") February 25, 1994.

B. PLEASE COMPLETE THE FOLLOWING STATEMENTS, IF APPLICABLE:

1. This ULR relates to Bill of Sale and Invoice dated February 16, 1994

EQUIPMENT DESCRIPTION AND RENTAL INFORMATION

C. Type of Equipment (use category specified in Exhibit A to the Lease Agreement):

Railcars

D. Specific Description: (see Schedule A hereto)

E. Location of Equipment:

Wyoming State	Laramie County	Cheyenne City
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F. Basic Cost Additional Charges Sale & Use Tax Acquisition Cost

\$5,731,139.70 + \$55,924.69 + \$0.00 = \$5,787,064.39

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 INTERSTATE COMMERCE COMMISSION

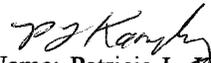
- G. If the Effective Date of this ULR is after the first day of the month and prior to the Lease Rate Date in such month, the partial first month's Basic Rent for Equipment placed under lease by this ULR will be paid from the date of this ULR until the end of the month on the Basic Rent Payment Date in such month. If the Effective Date of this ULR falls on or after the Lease Rate Date, the partial first month's Basic Rent will be paid from the date of this ULR until the end of the month on the next succeeding Basic Rent Payment Date.
- H. The Initial Term, Extended Term and Renewal Term for the Equipment placed under lease pursuant to this ULR will be in accordance with Exhibit A to the Lease Agreement.
- I. The Basic Rent is as defined in the Lease Agreement. The Monthly Rent Component will be in accordance with the definition set forth in the Lease Agreement.
- J. The Equipment will be fully amortized as of the last day of the Lease Term on February 29, 2024.
- K. The Basic Rent for the Renewal Term (after the Equipment is fully amortized) equals fair market rental value.
- L. Termination of the lease of the Equipment leased pursuant to this ULR will be in accordance with the Lease Agreement.

M. ACKNOWLEDGEMENT AND EXECUTION

The undersigned Lessor hereby leases to the undersigned Lessee, and the Lessee acknowledges delivery to it in good condition of the Equipment described on this ULR. The Lessee agrees to pay the Basic Rent, Additional Rent and additional payments set forth in the Lease Agreement. The covenants, terms and conditions of this lease are those appearing in the Lease Agreement between the undersigned Lessor and Lessee, which covenants, terms and conditions are hereby incorporated by reference. The terms used herein have the meaning assigned to them in the Lease Agreement.

Commonwealth Edison Company,
Lessee

Hero Leasing, Limited Partnership, Lessor
By Hero Capital, Inc., its General Partner

By: 
Name: Patricia L. Kampling
Title: Assistant Treasurer

By: 
Name:
Title:

TERESA A. MILES
VICE PRESIDENT AND
ASSISTANT SECRETARY

Schedule A

Johnstown America Corporation
FREIGHT CAR DIVISION

February 16, 1994

Mr. Scott D. Payant
Treasurer's Staff
Commonwealth Edison
One First National Plaza
10 South Dearborn, 38th Floor East
Chicago, IL 60603

Subject: 235 Aluminum BethGon Coalporter Cars
Commonwealth Edison Company
Purchase Order No.: 348902
JAC Order No.: 1400-682

Dear Mr. Payant;

Enclosed for payment by Hero Leasing, Limited Partnership is invoice number 1000-2345 dated February 16, 1994, in the amount of \$5,789,030.00 covering one-hundred and thirty (130) of the standard Aluminum BethGon Coalporter Cars.

Also being delivered to you herewith is one (1) original Certificate of Acceptance for the one-hundred and thirty (130) cars and, in escrow, is one (1) executed Bill of Sale from Johnstown America Corporation to Hero Leasing. You are instructed to hold these documents in escrow pending Johnstown America Corporation has confirmed receipt of payment for the one-hundred and thirty (130) Aluminum BethGon Cars.

All payments to Johnstown America Corporation should be made by wire transfer to the following account on or before March 18, 1994.

Johnstown America Corporation
Collection Account 152-3807
Mellon Bank
ABA Number 043-0000-261
Pittsburgh, Pennsylvania

Very truly yours,



Michael P. Siska, Jr., Director
Marketing & Sales Administration

GTM:ckm
Enclosures

Invoice Date

02/16/94

INVOICE

Johnstown America Corporation
Freight Car Division

Our Invoice #

1000-2345

Customer #

SC93004

Your P.O. #

348902

Our Contract #

DF-1400-682

Sold To:

Hero Leasing, Limited
 Partnership C/O ML Leasing Eq
 Project and Lease Finance Grou
 North Tower, 27th Floor
 World Financial Center
 New York, NY 10281-1327

Remit To:

JOHNSTOWN AMERICA CORPORATION
 P.O. Box 360517
 PITTSBURGH, PA. 15251-6517
 PLEASE SHOW ON REMITTANCE
 ACCOUNT SC93004

Delivery Terms:

FOB 1% 10 DAYS NE **Prepaid**
 Johnstown, PA State Contract Prepay
Prepay & Add

Total Invoice Amount

\$5,789,030.00

Payment Date

03/18/94

SH#: 1

Line #	Description	Manifest # (See Attached)	Quantity	Unit Price	Amount
1	ALUMINUM BETHGON COALPORTERS		130 EA	44531.00	\$5789030.00
				1% Discount	57,890.30
				#	5,731,139.70
<p>Invoice must be paid by wire transfer to Johnstown America on 2/25/94.</p>					

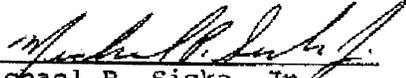
BILL OF SALE

Johnstown America Corporation, a Delaware corporation (hereinafter called the "Vendor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and set over to the Hero Leasing, Limited Partnership (hereinafter called the "Purchaser") all right, title and interest of the Vendor in and to the railroad equipment described in Schedule A attached hereto (hereinafter called the "Equipment").

The Vendor hereby warrants to the Purchaser, its successors and assigns, that on the date hereof the Vendor had legal title in and to each unit Equipment and good and lawful right to sell the same, that title to each unit of Equipment on such date was free from all claims, liens, encumbrances, security interests and rights of others of any nature (collectively the "Liens") other through or under the Purchaser, and that the Vendor will defend such title to the Equipment forever against all adverse claims and demands whatsoever.

IN WITNESS WHEREOF, the Vendor has caused this instrument to be signed by a duly authorized officer and its corporate seal to be hereunto affixed and duly attested, this ____ day of _____ 1994.

JOHNSTOWN AMERICA CORPORATION

By 
Michael P. Siska, Jr.
Director, Marketing and
Sales Administration

SCHEDULE A TO BILL OF SALE

<u>Description</u>	<u>Units</u>	<u>Car Numbers</u>
New Aluminum BethGon Coalporter Cars	130	2554 Inclusive 2556 - 2677 Inclusive 2679 - 2685 Inclusive

CERTIFICATE OF INSPECTION AND ACCEPTANCE

I have been appointed as the duly authorized representative of Commonwealth Edison Company (the "Purchaser") for the purpose of inspecting the units of railroad equipment described below (the "Cars") which are referred to in the Purchase Order 348902 dated December 22, 1993 (the "Purchase Order") between Johnstown America Corporation (the "Manufacturer"), and the Purchaser, and for the purpose of accepting the Cars under the Purchase Order.

I hereby certify that with respect to the Cars:

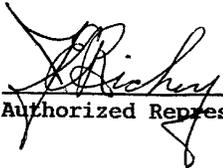
1. Each Car has been inspected and is in good order.
2. Based on my determination that each Car is in compliance with all contract requirements for construction, specifications and quality, each Car is hereby accepted.

Type of Equipment: Aluminum Bethgon Coalporter Cars
Place of Acceptance: Johnstown, Pennsylvania
Number of Cars: 60
Reporting Marks: CWEX

Car Numbers	Car Weights	Car Numbers	Car Weights
<u>2554</u>	<u>43900</u>	<u>2574</u>	<u>43800</u>
<u>2556</u>	<u>43900</u>	<u>2575</u>	<u>43900</u>
<u>2558</u>	<u>43900</u>	<u>2576</u>	<u>43900</u>
<u>2559</u>	<u>43800</u>	<u>2578</u>	<u>43900</u>
<u>2560</u>	<u>43900</u>	<u>2579</u>	<u>43900</u>
<u>2561</u>	<u>43900</u>	<u>2580</u>	<u>43900</u>
<u>2562</u>	<u>44000</u>	<u>2581</u>	<u>43800</u>
<u>2563</u>	<u>44000</u>	<u>2583</u>	<u>43800</u>
<u>2566</u>	<u>43700</u>	<u>2584</u>	<u>43800</u>
<u>2567</u>	<u>43900</u>	<u>2585</u>	<u>43900</u>
<u>2569</u>	<u>44000</u>	<u>2586</u>	<u>43900</u>
<u>2570</u>	<u>44000</u>	<u>2587</u>	<u>43900</u>
<u>2572</u>	<u>43900</u>	<u>2588</u>	<u>43900</u>
<u>2573</u>	<u>43900</u>	<u>2589</u>	<u>44000</u>

Car Numbers	Car Weights	Car Numbers	Car Weights
<u>2590</u>	<u>44000</u>	<u>2612</u>	<u>44000</u>
<u>2591</u>	<u>44000</u>	<u>2613</u>	<u>43900</u>
<u>2592</u>	<u>43900</u>	<u>2614</u>	<u>44000</u>
<u>2593</u>	<u>43900</u>	<u>2615</u>	<u>44000</u>
<u>2594</u>	<u>43800</u>	<u>2616</u>	<u>43900</u>
<u>2595</u>	<u>43800</u>	<u>2617</u>	<u>44100</u>
<u>2596</u>	<u>43800</u>	<u>2618</u>	<u>43900</u>
<u>2598</u>	<u>43800</u>	<u>2619</u>	<u>43800</u>
<u>2599</u>	<u>43900</u>	<u>2622</u>	<u>44000</u>
<u>2600</u>	<u>44000</u>	<u>2623</u>	<u>43900</u>
<u>2601</u>	<u>43800</u>	<u>2624</u>	<u>43900</u>
<u>2602</u>	<u>43800</u>	<u>2625</u>	<u>44000</u>
<u>2603</u>	<u>44100</u>		
<u>2604</u>	<u>43900</u>		
<u>2605</u>	<u>44000</u>		
<u>2606</u>	<u>43900</u>		
<u>2607</u>	<u>44000</u>		
<u>2609</u>	<u>43900</u>		
<u>2610</u>	<u>43800</u>		
<u>2611</u>	<u>43900</u>		

Execution and delivery of this Certificate of Inspection and Acceptance shall not constitute a release or waiver of any rights of the Purchaser against the Manufacturer, whether arising under the Purchase Order, under any other document or agreement between such parties or under law, including without limitation any provisions of the Uniform Commercial Code.



 Authorized Representative of Purchaser

CERTIFICATE OF INSPECTION AND ACCEPTANCE

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I hereby certify that with respect to the Cars:

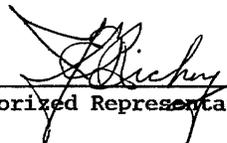
1. Each Car has been inspected and is in good order.
2. Based on my determination that each Car is in compliance with all contract requirements for construction, specifications and quality, each Car is hereby accepted.

Type of Equipment: Aluminum Bethgon Coalporter Cars
Place of Acceptance: Johnstown, Pennsylvania
Number of Cars: 70
Reporting Marks: CWEX

Car Numbers	Car Weights	Car Numbers	Car Weights
<u>2557</u>	<u>43900</u>	<u>2629</u>	<u>43900</u>
<u>2564</u>	<u>43900</u>	<u>2630</u>	<u>43800</u>
<u>2565</u>	<u>43800</u>	<u>2631</u>	<u>43900</u>
<u>2568</u>	<u>43800</u>	<u>2632</u>	<u>43900</u>
<u>2571</u>	<u>43900</u>	<u>2633</u>	<u>44100</u>
<u>2577</u>	<u>43900</u>	<u>2634</u>	<u>43900</u>
<u>2582</u>	<u>43900</u>	<u>2635</u>	<u>44000</u>
<u>2597</u>	<u>43900</u>	<u>2636</u>	<u>43900</u>
<u>2608</u>	<u>43800</u>	<u>2637</u>	<u>44000</u>
<u>2620</u>	<u>43900</u>	<u>2638</u>	<u>44000</u>
<u>2621</u>	<u>43800</u>	<u>2639</u>	<u>43900</u>
<u>2626</u>	<u>44000</u>	<u>2640</u>	<u>43900</u>
<u>2627</u>	<u>43900</u>	<u>2641</u>	<u>43800</u>
<u>2628</u>	<u>43900</u>	<u>2642</u>	<u>43800</u>

Car Numbers	Car Weights	Car Numbers	Car Weights
<u>2643</u>	<u>44000</u>	<u>2664</u>	<u>43900</u>
<u>2644</u>	<u>44000</u>	<u>2665</u>	<u>43900</u>
<u>2645</u>	<u>44000</u>	<u>2666</u>	<u>44000</u>
<u>2646</u>	<u>43900</u>	<u>2667</u>	<u>43900</u>
<u>2647</u>	<u>44000</u>	<u>2668</u>	<u>44100</u>
<u>2648</u>	<u>43800</u>	<u>2669</u>	<u>44100</u>
<u>2649</u>	<u>43900</u>	<u>2670</u>	<u>43900</u>
<u>2650</u>	<u>43900</u>	<u>2671</u>	<u>44000</u>
<u>2651</u>	<u>43800</u>	<u>2672</u>	<u>44000</u>
<u>2652</u>	<u>44100</u>	<u>2673</u>	<u>43800</u>
<u>2653</u>	<u>43900</u>	<u>2674</u>	<u>43800</u>
<u>2654</u>	<u>43900</u>	<u>2675</u>	<u>43900</u>
<u>2655</u>	<u>43800</u>	<u>2676</u>	<u>44000</u>
<u>2656</u>	<u>44000</u>	<u>2677</u>	<u>43900</u>
<u>2657</u>	<u>43900</u>	<u>2679</u>	<u>44000</u>
<u>2658</u>	<u>44000</u>	<u>2680</u>	<u>43900</u>
<u>2659</u>	<u>43800</u>	<u>2681</u>	<u>44000</u>
<u>2660</u>	<u>43900</u>	<u>2682</u>	<u>44000</u>
<u>2661</u>	<u>44000</u>	<u>2683</u>	<u>44000</u>
<u>2662</u>	<u>43900</u>	<u>2684</u>	<u>44000</u>
<u>2663</u>	<u>43900</u>	<u>2685</u>	<u>44000</u>

Execution and delivery of this Certificate of Inspection and Acceptance shall not constitute a release or waiver of any rights of the Purchaser against the Manufacturer, whether arising under the Purchase Order, under any other document or agreement between such parties or under law, including without limitation any provisions of the Uniform Commercial Code.



 Authorized Representative of Purchaser

Date Accepted: February 15, 1994