



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

0100152020

March 22, 1994

RECORDATION NO. 18716-19 FILED 1425

MAR 23 1994 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED  
 OFFICE OF THE  
 SECRETARY  
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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 an Amendment No. 1 (the "Amendment No. 1") dated as of March 8, 1994 to Lease Agreement between Hero Leasing, Limited Partnership, as lessor, and Commonwealth Edison Company, as lessee.

The Amendment 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 has been assigned Recordation Number 18716.

The names and addresses of the parties to the Amendment 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

*Handwritten signatures:*  
 [Signature]  
 [Signature]

Office of the Secretary  
March 22, 1994  
Page 2

A description of the railroad equipment covered by the Amendment No. 1 is as follows: Two hundred sixty-five (265) new 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars bearing identification marks and numbers CWEX 2553 through 2817, inclusive, A.A.R. car type J312, and any other railroad equipment hereafter acquired by lessor covered by the Lease Agreement intended for use related to interstate commerce.

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 ICC for recordation to the bearer of this letter.

A short summary of the Amendment No. 1 to appear in the index follows:

Amendment No. 1 dated March 8, 1994 to Lease Agreement with Recordation No. 18716 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 265 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars bearing identification marks and numbers CWEX 2553 through 2817, inclusive, A.A.R. car type J312, and any other railroad equipment hereafter acquired by lessor covered by the Lease Agreement intended for use related to interstate commerce.

Very truly yours,

COMMONWEALTH EDISON COMPANY

By: Patricia L. Rampling  
Patricia L. Rampling  
Assistant Treasurer

Enclosures

RECORDATION NO. 18716-27 FILED 1425  
MAR 23 1994 -12 05 PM  
INTERSTATE COMMERCE COMMISSION

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AMENDMENT NO. 1

Dated as of March 8, 1994

to

LEASE AGREEMENT

between

Hero Leasing, Limited Partnership

as Lessor

and

Commonwealth Edison Company

as Lessee

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This Amendment has been manually executed in 6 counterparts, numbered consecutively from 1 through 6, of which this is No. 2. To the extent, if any, that this Amendment constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any jurisdiction), no security interest in this Amendment may be created or perfected through the transfer or possession of any counterpart other than the original executed counterpart which shall be the counterpart identified as counterpart No. 1.

Amendment No. 1 dated as of March 8, 1994 to Lease Agreement ("Amendment No. 1"), between Hero Leasing, Limited Partnership, a Delaware limited partnership ("Lessor"), and Commonwealth Edison Company, an Illinois corporation ("Lessee"), amending the Lease Agreement referred to below.

WHEREAS, Lessor and Lessee have heretofore entered into a Lease Agreement, dated as of February 1, 1994 (the "Lease Agreement"); and

WHEREAS, Lessor and Lessee wish to amend the Lease Agreement as hereinafter provided;

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

1. Paragraph (b) of the definition of "Basic Rent" in Section 1 of the Lease Agreement is deleted in its entirety and replaced in its entirety to read as follows:

"(b) for any partial first calendar month during the Lease Term of such Unit, or for any partial or full calendar month during which such Unit is subject to an Interim Unit Leasing Record, an amount computed by multiplying the following:

- (i) the Acquisition Cost of such Unit, by
- (ii) a fraction having a numerator equal to the number of days such Unit is under lease during such partial first month or calendar month, as applicable, and a denominator of 365, or in a leap year, 366, by
- (iii) the decimal referred to in paragraph (a)(iii) above; provided, that if the Effective Date or Interim Effective Date, as the case may be, for such Unit falls on or after the Lease Rate Date during any partial first calendar month such decimal shall be the decimal determined as of the next succeeding Lease Rate Date; and"

2. The definition of "Effective Date" in Section 1 of the Lease Agreement is deleted in its entirety and replaced in its entirety to read as follows:

"Effective Date' means, with respect to any Unit of Equipment, the date on which such Unit becomes subject to this Lease or, with respect any Unit of Equipment subject to an Interim Unit Leasing Record, the date on which the

Lease Term with respect to such Unit of Equipment begins, in each case as evidenced by the execution by the Lessor of a Unit Leasing Record or Interim Unit Leasing Record, as applicable, with respect to such Unit."

3. The definition of "Equipment" in Section 1 of the Lease Agreement is deleted in its entirety and replaced in its entirety to read as follows:

"Equipment' means personal property of any type (including, without limitation, any Barges and any Railcars) leased or to be leased hereunder and, when leased, evidenced by Unit Leasing Records or Interim Unit Leasing Records, and all related appliances, appurtenances, accessions, furnishings, materials and parts leased or to be leased by the Lessor to the Lessee as provided herein and including all replacements and subsequent replacements of such related appliances, appurtenances, accessions, furnishings, materials and parts. "Unit", when referring to the personal property leased under this Lease, means a particular item of Equipment, as the context may require."

4. The definition of "Initial Barges" in Section 1 of the Lease Agreement is deleted in its entirety and replaced in its entirety to read as follows:

"Initial Barges' means 56 open hopper river barges, each constructed with five watertight compartments which shall be placed under Lease under such number of Unit Leasing Records as may be agreed among Lessee, Lessor and any Assignee, prior to any other Barges being placed under Lease. The Initial Barges were built in 1978 and 1979 of welded steel construction by Twin City Shipyard, Inc. Of the 56 Initial Barges, 32 are rake bow type and 24 are box type. The Lessor's cost of the Initial Barges is approximately \$5,600,000."

5. Section 1 of the Lease Agreement is hereby amended to delete in its entirety the existing definition of "Initial Radio Communication Systems" and to replace it in its entirety with the following new definition of "Initial Radio Communication Systems", and to delete in its entirety the existing definition of "Initial Railcars" and to replace it with the following new definition of "Initial Railcars", and is hereby further amended to add, immediately following the definition of "Insurance Requirements", the new definitions of "Interim Effective Date" and "Interim Unit Leasing Record", to read in their respective entireties as follows:

"Initial Radio Communication Systems' means the 900 Mhz Trunked Radio Communication Systems comprised of approximately 640 vehicle mounted radios, 490 portable radios with accessories, 85 control and dispatch consoles, and 12 trunking sites and other related system control equipment which shall be placed under Lease pursuant to Interim Unit Leasing Records and, upon completion of acquisition, placed under a total of four (4) Unit Leasing Records (with all such Equipment under the same Unit Leasing Record to be located at the same location) and prior to any other telecommunication systems being placed under Lease. The Initial Radio Communication Systems are to be manufactured and supplied by Motorola and will be used in the Lessee's operations. The Lessor's cost of the Initial Radio Communication Systems is approximately \$15,000,000.00."

"Initial Railcars' means 265 gondola Railcars built new in 1994 by Johnstown America Corporation, which shall be placed under Lease under two Unit Leasing Records (one applicable to 130 of such Railcars and the other applicable to 135 of such Railcars) prior to any other Railcars being placed under Lease. Each such Railcar is designed to carry up to 121 tons of coal, and is equipped with an aluminum body and rotary dump coupler. The Initial Railcars are marketed under the trade name of Bethgon Coalporter. The Lessor's cost of the Initial Railcars is approximately \$11,800,000."

"Interim Effective Date' means the date on which a Unit of Equipment covered by an Interim Unit Leasing Record becomes subject to this Lease, as evidenced by the execution by the Lessor of such Interim Unit Leasing Record with respect to such Unit or a group of Units including such Unit."

"Interim Unit Leasing Record' means an instrument substantially in the form of Exhibit E hereto, executed by the Lessee and accepted by the Lessor, evidencing the lease of a Unit or Units of Equipment hereunder which the Lessee has designated as subject to completion as to Effective Date, Acquisition Cost and/or description of Equipment, pending completion of the acquisition thereof, or as Equipment to be included with other Equipment in

a single Unit Leasing Record pursuant to the seventh sentence of paragraph (c) of Section 3 hereof."

6. The definition of "Permitted Liens" in Section 1 of the Lease Agreement is deleted in its entirety and replaced in its entirety to read as follows:

"Permitted Liens' means the following Liens and other matters affecting the title of any Unit of Equipment: (a) the rights of the Lessee under this Lease, including, without limitation, subleases of and interchange agreements permitted hereunder involving any Unit of Equipment; (b) materialmen's, mechanics', workmen's, repairmen's or employees' Liens or other like Liens arising in the ordinary course of business which are either not delinquent or, if delinquent, are being contested by the Lessee in good faith as a Permitted Contest; (c) Liens securing the payment of taxes, assessments and other governmental charges or levies which are either not delinquent or, if delinquent, are being contested by the Lessee in good faith as a Permitted Contest; (d) the Lien created pursuant to a Credit Agreement; (e) purchase money Liens of vendors of any Equipment to the extent of any unpaid balance of the purchase price therefor; (f) such other or additional matters as may be approved in writing by the Lessor and any Assignee with respect to the Unit of Equipment in question; and (g) non-consensual maritime liens arising out of the operation of the Barges in the ordinary course of the Lessee's business by operation of law and incurred and satisfied in the normal course of events."

7. The definition of "Unit Leasing Record" in Section 1 of the Lease Agreement is deleted in its entirety and replaced in its entirety to read as follows:

"Unit Leasing Record' means an instrument evidencing, except in the case of any Unit or Units of Equipment subject to an Interim Unit Leasing Record, the lease of any Unit or Units of Equipment under this Lease, executed by the Lessee and accepted by the Lessor, substantially in the form of Exhibit D hereto."

8. Paragraphs (b), (c), and (d) of Section 3 of the Lease Agreement each are deleted in their respective entirety and replaced in their respective entirety to read as follows:

"(b) The lease of each Unit of Equipment to the Lessee under this Lease shall be evidenced by a Unit Leasing Record or an Interim Unit

Leasing Record, as the case may be. The Lessee shall prepare and execute a Unit Leasing Record or an Interim Unit Leasing Record with respect to each Unit of Equipment (which Unit Leasing Record or Interim Unit Leasing Record may relate to more than one Unit of Equipment) and deliver it promptly to the Lessor. Contemporaneously with the payment required by paragraph (b) of Section 5 hereof, the Lessor shall execute the acceptance of such Unit Leasing Record or Interim Unit Leasing Record and promptly return one copy of such Unit Leasing Record or Interim Unit Leasing Record to the Lessee.

(c) The Lessee shall prepare each Unit Leasing Record or Interim Unit Leasing Record pursuant to the procedures provided by the Lessor and shall date it the Effective Date or the Interim Effective Date, as the case may be. Each Unit Leasing Record shall give a full description of the Unit or Units of Equipment covered thereby, the Acquisition Cost of each such Unit, the Initial Term, Extended Term and Renewal Term for each such Unit, the Monthly Rent Component with respect to each such Unit, its location and such other details as the Lessor and the Lessee may from time to time agree. Each Interim Unit Leasing Record shall give a full description of the Units of Equipment covered thereby, set forth the Acquisition Cost of such Units of Equipment as of the date of such Interim Unit Leasing Record, and shall provide all other such information then available. The Effective Date for the Initial Radio Communication Systems shall occur on the first day of the month following the completion of the physical acquisition of the Initial Radio Communication Systems, the components of which Initial Radio Communication Systems shall be placed under lease under four (4) Interim Unit Leasing Records (with all Units of Equipment to be located at the same location to have a common Unit Leasing Record number), and which upon such Effective Date shall become subject to four (4) Unit Leasing Records each bearing its own Unit Leasing Record number, and the Lessee shall prepare and send a copy of each such Unit Leasing Record to the Lessor written five (5) Business Days after its Effective Date. The Lessee agrees to complete physical acquisition of the Initial Radio Communication Systems and to establish the Effective Date therefor no later than January 1, 1995. The Effective Date for each Unit of Equipment not included in the Initial Radio Communication Systems (i) the physical acquisition of which has been completed by the Lessor and (ii) for which an Interim Unit Leasing Record has been executed during the three (3) month period immediately preceding the Lease Rate Date of December, March, June or September, as applicable,

shall be deemed to be the January 1, April 1, July 1 or October 1, respectively, immediately succeeding such three (3) month period. On such January 1, April 1, July 1, or October 1 all such Units of Equipment which had been covered by an Interim Unit Leasing Record of a common type as described in the categories set forth in Exhibit A to this Lease, which shall have been accorded by the Lessee a common Unit Leasing Record number on such Interim Unit Leasing Record, shall become subject to a single Unit Leasing Record bearing such Unit Leasing Record number, and the Lessee shall prepare and send a copy of such Unit Leasing Record to the Lessor within five (5) Business Days after its Effective Date. The foregoing notwithstanding, with respect to Equipment other than the Initial Radio Communication Systems, (i) whether or not the physical acquisition of a Unit of Equipment shall be complete, the Effective Date for any Unit of Equipment subject to an Interim Unit Leasing Record and for which no Effective Date otherwise has been established pursuant to this paragraph (c), shall be the date which is six (6) months from the Interim Effective Date of such Unit and (ii) the Lessee shall complete physical acquisition of such Unit within nine (9) months from its Interim Effective Date. Each time the Lessor acquires additional Units of Equipment that are the subject of an existing Interim Unit Leasing Record or makes progress payments or additional deposits with respect to an Interim Unit Leasing Record such Interim Unit Leasing Record shall be revised to reflect the increase in Acquisition Cost occasioned thereby.

(d) Execution by the Lessee of a Unit Leasing Record shall constitute (i) acknowledgment by the Lessee that the Equipment specified in such Unit Leasing Record has been delivered to the Lessee in good condition and has been accepted for lease hereunder by the Lessee as of the Effective Date, (ii) acknowledgment by the Lessee that the Equipment specified in such Unit Leasing Record is subject to all of the covenants, terms and conditions of this Lease, and (iii) certification by the Lessee that the representations and warranties contained in paragraphs (a) through (n), inclusive, of Section 2 of this Lease are true and correct on and as of the Effective Date as though made on and as of the Effective Date and that there exists on the Effective Date no Event of Default or Potential Default. Execution by the Lessee of an Interim Unit Leasing Record and subsequent revisions to the Acquisition Cost of the Equipment described thereon each shall constitute (i) acknowledgment by the Lessee that the Equipment theretofore delivered to the Lessee and specified in such Interim Unit Leasing Record has been

delivered to the Lessee in good condition and has been accepted for lease hereunder by the Lessee as of the Interim Effective Date or the date of such revision, as applicable, (ii) acknowledgment by the Lessee that the Equipment theretofore delivered to the Lessee and specified in such Interim Unit Leasing Record is subject to all of the covenants, terms and conditions of this Lease, and (iii) certification by the Lessee that the representations and warranties contained in paragraphs (a) through (n), inclusive, of Section 2 of this Lease are true and correct on and as of the Interim Effective Date or the date of such revision, as applicable, as though made on and as of the Interim Effective Date or the date of such revision, as applicable, and that there exists on the Interim Effective Date or the date of such revision, as applicable, no Event of Default or Potential Default."

9. Clause (iv) of paragraph (b) of Section 5 of the Lease Agreement is deleted in its entirety and replaced in its entirety to read as follows:

"(iv) a Unit Leasing Record or Interim Unit Leasing Record with respect to such Unit duly prepared and duly executed by the Lessee,".

10. Paragraph (a) of Section 7 of the Lease Agreement is deleted in its entirety and replaced in its entirety to read as follows:

"(a) The Lessee hereby agrees to pay the Lessor (i) on each Basic Rent Payment Date, Basic Rent for the calendar month (or part thereof) in which such Basic Rent Payment Date falls, with respect to each Unit of Equipment leased during any part of such calendar month hereunder for which the Effective Date or Interim Effective Date, as the case may be, is before the Lease Rate Date for such calendar month, and (ii) on the Basic Rent Payment Date in the next succeeding calendar month, Basic Rent for any partial first calendar month, with respect to each Unit of Equipment for which the Effective Date or Interim Effective Date, as the case may be, is on or after the Lease Rate Date for such calendar month."

11. Paragraph (a) of Section 11 of the Lease Agreement is deleted in its entirety and replaced in its entirety to read as follows:

"(a) the ordering, delivery, acquisition or termination of acquisition, construction, title on acquisition, rejection, installation,

possession, titling, retitling, registration, reregistration, custody by the Lessee of title and registration documents, ownership, use, non-use, misuse, financing, operation, transportation, repair, control or disposition, including, without limitation, disposition at the end of any Extended or Renewal Term, of any Equipment leased or to be leased hereunder, (i) except to the extent that such costs are included in the Acquisition Cost of such Equipment within the limitations provided in paragraph (a)(iv) of Section 3 hereof (or within any change of such limitations agreed to in writing by the Lessor and the Lessee), (ii) except for any general administrative expenses of the Lessor, (iii) except the income taxes with respect to which indemnification is excluded under paragraph (c) of this Section 11 and (iv) except that this indemnity shall not increase any payment required to be made by the Lessee pursuant to paragraphs (b)(iii)(A) or (c)(iii)(A) of Section 12 of this Lease;"

12. Paragraph (a) of Section 12 of the Lease Agreement is deleted in its entirety and replaced in its entirety as follows:

"(a) So long as no Event of Default has occurred and is continuing, the Lessee shall have the right, upon ninety (90) days' notice to the Lessor, to terminate the lease of all Units of Equipment under a single Unit Leasing Record on the Basic Rent Payment Date of the last month of the Initial Term or on any Basic Rent Payment Date during the Extended Term or the Renewal Term, if any, by arranging, at its own cost and expense, for the sale of such Equipment for cash in an arms' length transaction on the date of termination and the receipt by the Lessor of the proceeds of such sale. At the time a Unit of Equipment is sold pursuant to this Section 12, such Unit shall not be subject to an Interim Unit Leasing Record or undergoing any repairs, additions or alterations, shall be in compliance with all Legal Requirements and shall not be subject to any Liens or Permitted Contests."

13. Paragraph (b) of Section 28 of the Lease Agreement is deleted in its entirety and replaced in its entirety to read as follows:

"(b) This Lease, the Unit Leasing Records and the Interim Unit Leasing Records covering Equipment leased pursuant hereto and the instruments, documents or agreements referred to herein constitute the entire agreement between the parties and no representations, warranties, promises, guarantees or agreements, oral or written, express or implied,

have been made by any party hereto with respect to this Lease or the Equipment, except as provided herein or therein."

14. The Lease Agreement is hereby amended to add a new Exhibit E, which shall read in its entirety in the form attached hereto and made a part hereof as Annex I.

15. This Amendment No. 1 may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute but one and the same Amendment No. 1.

16. This Amendment No. 1 shall in all respects be governed by the laws of the State of New York.

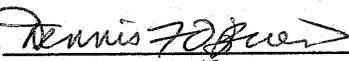
17. Except as provided herein, all provisions, terms and conditions of the Lease Agreement shall remain in full force and effect. As amended hereby, the Lease Agreement is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date first above written.

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

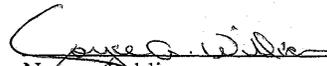
By:   
Name: Mark J. Schroeder  
Title: Vice President and  
Assistant Secretary

Commonwealth Edison Company

By:   
Name: Dennis F. O'Brien  
Title: Treasurer

State of New York )  
 )ss.:  
County of New York)

On this 8<sup>th</sup> day of March, 1994 before me personally appeared Mark J. Schroeder, to me personally known, who being by me duly sworn, says that he is the Vice President and Assistant Secretary of Hero Capital, Inc., the general partner of Hero Leasing, Limited Partnership, that the foregoing instrument was signed on behalf of Hero Leasing, Limited Partnership, by said general partner by the authority of said general partner's Board of Directors, and acknowledged that the execution of the foregoing instrument was the free act and deed of said general partner on behalf of Hero Leasing, Limited Partnership.

  
Notary Public

(SEAL)

JOYCE A. WILLIAMS  
NOTARY PUBLIC, State of New York  
No. 31-500750  
Qualified in New York County  
Commission Expires 3/31/95

My Commission Expires:



ANNEX I

EXHIBIT E

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

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

A. ULR No.: \_\_\_\_  
Effective Date of this Interim  
Unit Leasing Record ("Interim Effective Date") \_\_\_\_\_, 19\_\_.

B. PLEASE COMPLETE THE FOLLOWING STATEMENTS, IF APPLICABLE:

1. This IULR relates to [Bill of Sale/Invoice] dated \_\_\_\_\_, 19\_\_.

EQUIPMENT DESCRIPTION AND RENTAL INFORMATION

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

\_\_\_\_\_

D. Specific Description: (See Schedule A hereto if more space is needed)

\_\_\_\_\_  
\_\_\_\_\_

E. Location of  
Equipment

\_\_\_\_\_

State

County

City

F. Basic  
Cost

Additional  
Charges

Sale & Use  
Tax

Acquisition  
Cost

\$ \_\_\_\_\_ + \$ \_\_\_\_\_ + \$ \_\_\_\_\_ = \$ \_\_\_\_\_

[ \_\_\_\_\_ Check here if this IULR results in an increase in Acquisition Cost and  
indicate the amount of the increase: \$ \_\_\_\_\_ ]

- G. If the Interim Effective Date of this IULR 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 IULR will be paid from the date of this IULR until the end of the month on the Basic Rent Payment Date in such month. If the Interim Effective Date of this IULR falls on or after the Lease Rate Date, the partial first month's Basic Rent will be paid from the date of this IULR 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 IULR 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 Lease Term is scheduled to begin on \_\_\_\_\_, and the Equipment will be fully amortized as of the last day of the Lease Term on \_\_\_\_\_, \_\_\_\_.
- 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 IULR will be in accordance with the Lease Agreement.
- M. Risk of Loss for the Equipment will pass to the Lessor at free on board ("FOB") point of origin.
- N. 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 IULR. 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, as it may from time to time be amended, 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

By \_\_\_\_\_  
Authorized Signature

Hero Leasing, Limited Partnership  
Lessor

By Hero Capital, Inc., its General Partner

By \_\_\_\_\_  
Authorized Signature