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DEC 31 1990 -9 10 AM

INTERSTATE COMMERCE COMMISSION

December 28, 1990

By Messenger

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20231

\$15.00 filing fee

DEC 31 9 05 AM '90
MOTOR OPERATING UNIT

Dear Mr. Strickland:

On behalf of The CIT Group/Equipment Financing, Inc., I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a primary document, not previously recorded, entitled Master Lease Agreement ("Lease") dated as of December 27, 1990. The parties to the enclosed Lease are as follows:

The CIT Group/Equipment Financing, Inc.
For index purposes - Lessor

1400 Renaissance Drive
Suite 400
Park Ridge, Illinois 60068

Commonwealth Edison Company
For index purposes - Lessee

One First National Plaza
Chicago, Illinois 60690

The Lease covers, among other things, the leasing of those certain one-hundred and ten (110) 4270 C/F aluminum gondola railroad cars marked with initials CHTT, identifying nos. 640000 through and including 640109.

Enclosed is a check in the amount of \$15.00 in payment of the filing fee.

A short summary of the Lease to appear in the ICC index is as follows:

New Number

Handwritten signature/initials

KATTEN MUCHIN & ZAVIS

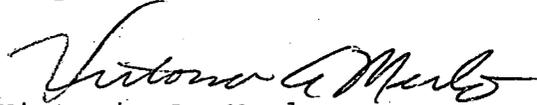
December 28, 1990

Page 2

"Master Lease Agreement dated as of December 27, 1990 between the CIT Group/Equipment Financing, Inc. as Lessor and Commonwealth Edison Company as Lessee pursuant to which Lessor has leased to Lessee one train set consisting of 110 aluminum gondola railroad cars."

Once the filing has been made, please return to bearer the stamped counterparts of the Lease not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Victoria A. Merlo
Attorney for the purpose of this
filing for The CIT Group/Equipment
Financing, Inc.

VAM:djp:112
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/31/90

OFFICE OF THE SECRETARY

Victoria A. Marlo

Katten, Muchin & Zavis

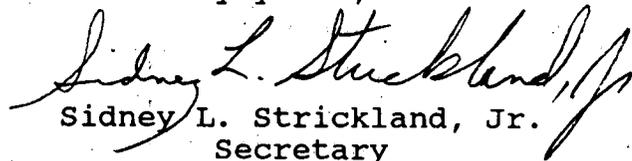
525 West Monroe Street Suite 1600

Chicago, Illinois 60606

Dear Ms. Marlo:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/31/90 at 9:10am, and assigned recordation number(s). 17156

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

DEC 31 1990 -9 10 AM

INTERSTATE COMMERCE COMMISSION

MASTER LEASE AGREEMENT

This MASTER LEASE AGREEMENT ("Lease") dated as of December 27, 1990, is entered into by and between THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation ("Lessor"), and the COMMONWEALTH EDISON COMPANY ("Lessee").

1. Lease.

(a) Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor hereunder, in accordance with the terms and provisions set forth herein, those items of personal property (the "Equipment") which are described generally on Exhibit A hereto and which are more specifically identified in each Acceptance Supplement executed from time to time by the parties hereto in substantially the form of Exhibit B hereto (each, a "Supplement"). Each item of Equipment shall be subjected to this Lease by the execution by the parties hereto of a Supplement. Lessee's execution and delivery to Lessor of a Supplement with respect to any item of Equipment shall constitute Lessee's irrevocable acceptance of such item of Equipment for all purposes of this Lease. Each Supplement shall incorporate therein all of the terms and conditions of this Lease and shall constitute a part of this Lease to the same extent as if the provisions thereof were set forth in full herein.

Each Supplement shall be executed and all Equipment shall be subjected to this Lease on or before December 31, 1990. Lessor shall have no obligation after such date to accept any Supplement hereunder or to purchase or commence the lease of any Equipment. Lessor shall have no obligation to accept more than one (1) Supplement hereunder.

(b) The total Lessor's Cost of all items of Equipment leased pursuant hereto shall not exceed \$5,720,000.

(c) Lessee shall arrange for delivery of each item of Equipment and Lessor shall have no responsibility or obligation whatsoever with respect to such arrangement.

(d) Lessor shall not be obligated to accept or execute a Supplement with respect to any item of Equipment unless all of the conditions set forth in Section 24 hereof shall have been fulfilled to the satisfaction of Lessor.

2. Definitions.

(a) As used in this Lease, the following terms shall have the following meanings (such definitions to be equally applicable to both the singular and plural forms of the terms defined):

"AAR" shall mean the Association of American Railroads.

"Amortization Deductions" as defined in clause (i)(A) of Subsection 10(b) hereof.

"Assumptions" shall mean the assumptions set forth in Subsection 10(b)(i) hereof as adjusted pursuant to Subsection 10(b)(iii) hereof.

"Business Day" shall mean a day other than a Saturday, Sunday or legal holiday under the laws of the State of New York.

"Change in Tax Law" shall mean any change in Federal tax law or regulations in effect as of the date of this Lease, which change occurs or becomes effective at any time after the date of this Lease.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any comparable successor law.

"Commencement Date" as defined in Section 3 hereof.

"Default" shall mean any event or condition which after the giving of notice or lapse of time or both would become an Event of Default.

"Depreciation Deductions" as defined in clause (i)(A) of Subsection 10(b) hereof.

"Effective Rate" as defined in Subsection 10(b)(iv) hereof.

"Equipment" as defined in Subsection 1(a) hereof.

"Event of Default" as defined in Section 17 hereof.

"Event of Loss" shall mean, with respect to any item of Equipment, the actual or constructive total loss of such item of Equipment or the use thereof, due to theft, destruction, damage beyond repair or rendition thereof permanently unfit for normal use for any reason whatsoever, or the condemnation, confiscation or seizure of, or requisition of title to or use of, such item of Equipment.

"FRA" shall mean the United States Department of Transportation, the Federal Railroad Administration and every other state, federal or provincial agency having jurisdiction over the condition, maintenance, repair or safety of the Equipment or of any item of Equipment.

"Fair Market Sale Value" shall, at any time with respect to any item of Equipment, be equal to the sale value of such item of Equipment which would be obtained in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer-user (other than a used equipment or scrap dealer). For purposes of Subsection 18(c) hereof, Fair Market Sale Value shall be determined (at Lessee's expense) by an independent appraiser selected by Lessor, on an "as-is, where-is" basis; provided, that, if Lessor shall have sold any item of Equipment pursuant to Subsection 18(b) hereof prior to giving the notice referred to in Subsection 18(c) hereof, Fair Market Sale Value of such item of Equipment shall be the net proceeds of such sale after deduction of all costs and expenses incurred by Lessor in connection therewith; provided, further, that if for any reason Lessor is not able to obtain possession of any item of Equipment pursuant to Subsection 18(a) hereof, the Fair Market Sale Value of such item of Equipment shall be zero.

"Imposition" as defined in Subsection 10(a) hereof.

"Indemnitee" as defined in Section 16 hereof.

"Indemnity Amount" as defined in Subsection 10(b)(ii) hereof.

"Indemnity Event" as defined in Subsection 10(b)(ii) hereof.

"Indemnity Trigger" as defined in Subsection 10(b)(ii) hereof.

"Late Charge Rate" shall mean an interest rate per annum equal to the higher of two percent (2%) over the Reference Rate or eighteen percent (18%), but not to exceed the highest rate permitted by applicable law, computed on the basis of a 360-day year and actual days elapsed.

"Lease" and the terms "hereof", "herein", "hereto" and "hereunder", when used in this Master Lease Agreement, shall mean and include this Master Lease Agreement and each Supplement hereto, as the same may from time to time be amended, modified or supplemented.

"Lease Term" shall mean, with respect to any item of Equipment, the term of the lease of such item of Equipment hereunder specified in Section 3 hereof.

"Lessee" as defined in the introductory paragraph to this Lease.

"Lessor" as defined in the introductory paragraph to this Lease.

"Lessor's Cost" shall mean, with respect to any item of Equipment, the total amount paid by Lessor for such item of Equipment, which amount shall be set forth in the Supplement pertaining to such item of Equipment.

"Lessor's Economics" shall mean the after-tax yield and periodic after-tax cash flow anticipated by Lessor as of the date of this Lease, in connection with the transactions contemplated by this Lease, as determined by Lessor.

"Lessor's Lien" shall mean any mortgage, pledge, lien, security interest, charge, encumbrance, financing statement, title retention or any other right or claim of any person claiming through or under Lessor, not based upon or relating to ownership of the Equipment or the lease thereof hereunder.

"Lien" shall mean any mortgage, pledge, lien, security interest, charge, encumbrance, financing statement, title retention or any other right or claim of any person, other than any Lessor's Lien.

"Loss Payment Date" shall mean, with respect to any item of Equipment, the date on which payment, as described in Subsection 15(b) hereof, is made to Lessor by Lessee as the result of an Event of Loss with respect to such item. The Loss Payment Date shall be within thirty (30) days of the said Event of Loss.

"Reference Rate" shall mean the rate publicly announced from time to time as the reference rate of Manufacturers Hanover Trust Company ("MHT"); the Reference Rate shall be determined by Lessor at the close of business on the 15th day of each calendar month (if the 15th day is not a Business Day then on the first preceding Business Day) and shall become effective as of the first day of the calendar month succeeding such determination and shall continue in effect to, and including, the last day of said calendar month. The Reference Rate is not intended to be the lowest rate of interest charged by MHT in connection with extensions of credit to debtors.

"Rent Payment Date" shall mean each date on which an installment of rent is due and payable pursuant to Section 4 hereof during the Primary Term and pursuant to Section 6(c) hereof during each Renewal Term.

"Stipulated Loss Value" shall mean, with respect to any rail car, which shall constitute one item of Equipment, and as of any Rent Payment Date with respect to such item of Equipment, the amount determined by multiplying the Lessor's Cost of such item of Equipment by the percentage set forth in Schedule B to the Supplement opposite the applicable Rent Payment Date; provided, that for purposes of Subsections 15(b), 18(c) and 18(d) hereof, any determination of Stipulated Loss Value as of a date occurring after the final Rent Payment Date with respect to such item of Equipment, shall be made as of such final Rent Payment Date.

"Supplement" as defined in Subsection 1(a) hereof.

"Tax Benefits" shall mean such deductions and other benefits as are provided by the Code to an owner of property, including the Depreciation Deductions and the Amortization Deductions.

(b) All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles.

3. Term. The term of the lease of each item of Equipment hereunder shall commence on the Commencement Date specified in the Supplement pertaining thereto (the "Commencement Date") and, unless earlier terminated pursuant to the provisions hereof, shall continue for a term of 192 months from such Commencement Date.

4. Rent; Unconditional Obligations.

(a) Lessee shall pay to Lessor rent for each item of Equipment in 192 consecutive monthly installments, payable in arrears, with the first installment of rent with respect to such item of Equipment being due on the date which is thirty days after the Commencement Date with respect to such item of Equipment and succeeding installments being due on the same date of each month thereafter. Each installment of rent with respect to the items of Equipment specified in a Supplement shall be payable at such address as Lessor may designate and shall be in the respective amounts set forth in the Supplement covering such Equipment.

(b) Lessee shall also pay to Lessor, on demand, interest at the Late Charge Rate on any installment of rent and on any other amount owing hereunder which is not paid when due, for any period for which the same shall be overdue. Each payment made under this Lease shall be applied first to the payment of any Late Charge Rate then owing and then to rent or other amounts owing hereunder.

(c) This Lease is a net lease, and Lessee's obligation to pay all rent and all other amounts payable hereunder is ABSOLUTE AND UNCONDITIONAL under any and all circumstances and shall not be

affected by any circumstances of any character whatsoever, including, without limitation, (i) any setoff, counterclaim, recoupment, defense, abatement or reduction or any right which Lessee may have against Lessor, the manufacturer or supplier of any of the Equipment or anyone else for any reason whatsoever; (ii) any defect in the title, condition, design or operation of or lack of fitness for use of, or any damage to, or loss of, all or any part of the Equipment from any cause whatsoever; (iii) the existence of any Liens with respect to the Equipment; (iv) the invalidity, unenforceability or disaffirmance of this Lease or any other document related hereto; or (v) the prohibition of or interference with the use or possession by Lessee of all or any part of the Equipment, for any reason whatsoever, including, without limitation, by reason of (1) claims for patent, trademark or copyright infringement; (2) present or future governmental laws, rules or orders; (3) the insolvency, bankruptcy or reorganization of any person; and (4) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. Lessee hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which may at any time hereafter be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any Equipment. If for any reason whatsoever this Lease or any Supplement, other than pursuant to Subsection 15(b) hereof, shall be terminated in whole or in part by operation of law or otherwise, Lessee will nonetheless pay to Lessor an amount equal to each installment of rent at the time such installment would have become due and payable in accordance with the terms hereof. Each payment of rent or other amount required to be paid by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever.

(d) During the Lease Term and so long as no Event of Default under this Lease has occurred and is continuing, neither Lessor nor any person claiming through Lessor shall disturb Lessee's use and enjoyment of the Equipment.

5. Disclaimer; Assignment of Warranties.

(a) LESSOR NEITHER MAKES NOR SHALL BE DEEMED TO HAVE MADE AND LESSEE HEREBY EXPRESSLY WAIVES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR AS TO THE TITLE TO OR LESSOR'S OR LESSEE'S INTEREST IN THE EQUIPMENT OR AS TO ANY OTHER MATTER RELATING TO THE EQUIPMENT OR ANY PART THEREOF.

LESSEE CONFIRMS THAT IT HAS SELECTED AND CHOSEN THE EQUIPMENT AND EACH PART THEREOF AND THE VENDOR AND MANUFACTURER THEREOF ON THE BASIS OF ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES MADE BY LESSOR, AND LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OR VENDOR OF ANY PART OF THE EQUIPMENT.

NEITHER LESSOR NOR LESSEE MAKES NOR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE ACCOUNTING TREATMENT TO BE ACCORDED TO THE TRANSACTIONS CONTEMPLATED BY THIS LEASE OR AS TO ANY TAX CONSEQUENCES AND/OR TAX TREATMENT THEREOF EXCEPT AS EXPRESSLY SET FORTH HEREIN.

(b) Lessor hereby assigns to Lessee such rights as Lessor may have (to the extent Lessor may validly assign such rights) under all manufacturers' and suppliers' warranties with respect to the Equipment; provided, however, that the foregoing rights shall automatically revert to Lessor upon the occurrence and during the continuance of any Event of Default hereunder, or upon the return of the Equipment to Lessor. Lessee agrees to settle all claims with respect to the Equipment directly with the manufacturers or suppliers thereof, and to give Lessor prompt notice of any such settlement and the details of such settlement. Any such settlement shall not waive or alter any of the terms of this Lease.

6. Return.

Lessee shall, upon the expiration of the Lease Term of each item of Equipment, return such item of Equipment to Lessor at such place as Lessor shall designate in writing to Lessee within the continental United States of America on any of the rail lines owned or operated by the Union Pacific Railroad Company. Such return shall be at Lessee's sole cost and expense, including, without limitation, the cost of removing, insuring and transporting the Equipment. If at the end of the Lease Term, Lessee shall fail to deliver to Lessor all of the Equipment, then until such time as 75% of all of the Equipment (for which the Stipulated Loss Value has not been paid by Lessee) shall be delivered to Lessor in accordance with this Section, Lessee shall reimburse Lessor for the costs and expenses of storing the Equipment. Until each item of Equipment is returned to Lessor pursuant to the provisions of this Section, all of the provisions of this Lease with respect to each such unreturned item of Equipment shall continue in full force and effect, including, without limitation, the obligation to make rental payments. At the time of such return, the Equipment shall be in the condition and repair required to be maintained by Section 11 hereof and free and clear of all Liens.

7. Representations and Warranties. In order to induce Lessor to enter into this Lease and to lease the Equipment to Lessee hereunder, Lessee represents and warrants that:

(a) Organization. Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and is duly qualified to do business and is in good standing in all states in which the nature of its business requires qualification.

(b) Power and Authority. Lessee has full power, authority and legal right to execute, deliver and perform this Lease, and the execution, delivery and performance hereof has been duly authorized by all necessary corporate action of Lessee.

(c) Enforceability. This Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.

(d) Consents and Permits. The execution, delivery and performance of this Lease does not require any stockholder approval, any specific approval by Lessee's Board of Directors, or approval or consent of any trustee or holders of any indebtedness or obligations of Lessee, and will not contravene any law, regulation, judgment or decree applicable to Lessee, or the certificate of incorporation or bylaws of Lessee, or contravene the provisions of, or constitute a default under, or result in the creation of any Lien upon any property of Lessee under any mortgage, instrument or other agreement to which Lessee is a party or by which Lessee or its assets may be bound or affected; and no authorization, approval, license, filing or registration with any court or governmental agency or instrumentality is necessary in connection with the execution, delivery, performance, validity and enforceability of this Lease, except for filings with the Interstate Commerce Commission which shall have been made prior to the Commencement Date.

(e) No Defaults. Lessee is not in default, and no event or condition exists which after giving of notice or lapse of time or both would constitute an event of default, under any mortgage, indenture, contract, agreement, judgment or other undertaking to which Lessee is a party or which purports to be binding upon Lessee or upon any of its assets, except for any such default, event or condition which, individually or in the aggregate, would not affect Lessee's ability to perform its obligations under this Lease or any such mortgage, indenture, contract, agreement, judgment or other undertaking.

(f) Title to Equipment. On each Commencement Date, Lessor shall have good and marketable title to the items of Equipment being subjected to this Lease on such date, free and clear of all Liens other than in favor of, created by, or attributable to, Lessor.

(g) No Litigation. There is no action, suit, investigation or proceeding by or before any court, arbitrator, administrative agency or other governmental authority pending or threatened against or affecting Lessee (A) which involves the Equipment or the transactions contemplated by this Lease; or (B) which have not been reflected in Lessee's most recent financial statements which have been delivered to Lessor.

(h) Financial Condition of the Lessee. The financial statements of Lessee heretofore furnished to Lessor are complete and correct and fairly present the financial condition of Lessee and the results of its operations for the respective periods covered thereby, there are no known material contingent liabilities or liabilities for taxes of Lessee which are not reflected in said financial statements and since the date thereof, there has been no material adverse change in such financial condition or operations.

(i) Chief Executive Office; Name Change; Trade Styles. Lessee's chief executive office is located at One First National Plaza, Chicago, Illinois 60603. Lessee has not changed its name or used any trade styles in the last five (5) years.

(j) Recovery Period. It is Lessee's belief and opinion that each item of Equipment has a recovery period of seven (7) years within the meaning of Section 168(c) of the Code and the half-year convention described in Section 168(d)(1) of the Code shall apply to each item of Equipment.

(k) Estimated Useful Life. It is Lessee's belief and opinion that the estimated useful life of the Equipment is equal to at least 125% of the Lease Term.

(l) Residual Value. It is Lessee's belief and opinion that the estimated fair market value of each item of Equipment at the end of the Lease Term will be at least 20% of the Lessor's Cost thereof without including in such value any increase or decrease for inflation or deflation, and after subtracting from such value any cost for removal and delivery of possession of such item of Equipment to Lessor at the end of the Lease Term.

(m) United States Source Income. Throughout the Lease Term thereof, no item of Equipment shall be used in a way that results in the creation of an item of income, gain, deduction, loss or credit to or for Lessor, the source of which for Federal income tax purposes is without the United States.

(n) No Inconsistent Action. Lessee has not taken and will not take any action in connection with filing its Federal income tax returns that (i) is inconsistent with its status as a lessee hereunder or (ii) would cause any of the assumptions set forth in subsection 10(b)(i) hereof to be incorrect.

(o) Public Utility Property. At all times during the Lease Term, none of the Equipment will constitute "public utility property" within the meaning of Section 168(i)(10) of the Code unless the Lessee utilizes the normalization method of accounting as defined in Section 168(f)(2) of the Code.

(p) Fair Market Value. It is Lessee's opinion and belief that on the Commencement Date, the fair market value of each item of Equipment will be equal to the Lessor's Cost thereof and the Lessor's unadjusted tax basis in such item of Equipment will not be less than the Lessor's Cost thereof.

(q) Non-Permitted Use. Lessee will not permit any item of Equipment to be used by a tax-exempt organization, a governmental unit or a foreign person within the meaning of Sections 48(a)(4), 48(a)(5), or 168(h)(2) of the Code.

(r) No Improvements. On the Commencement Date of each item of Equipment, no improvements, modifications or additions to any item of Equipment are required in order to render such item of Equipment complete for its intended use.

8. Liens. Lessee will not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to the Equipment except those which have been approved in writing by Lessor.

9. Insurance. Lessee shall maintain at all times on the Equipment, at its expense, "all-risk" physical damage insurance and comprehensive general liability insurance (covering bodily injury and property damage exposures, including, but not limited to, contractual liability and products liability) in such amounts, against such risks, in such form and with such insurers as shall be satisfactory to Lessor; provided, that the amount of "all-risk" physical damage insurance shall not on any date be less than the greater of the full replacement value or the Stipulated Loss Value of the Equipment as of such date and further provided that the

required amount of comprehensive general liability insurance shall not be less than a combined single limit of \$5,000,000. Notwithstanding anything to the contrary contained herein, Lessee shall be permitted to self-insure for the first \$2,500,000 of property damage provided that Lessee carries insurance in excess of said self-insured retention up to the coverage required by this Section 9 and Lessee may self-insure for third party liability for the first \$2,500,000 plus a \$5,000,000 aggregate exclusion which will not exceed \$2,500,000 per occurrence, excluding defense costs, provided that lessee carries insurance in excess of said self-insured retention up to the coverage required by this Section 9, until and unless Lessor notifies Lessee in writing that Lessee may no longer so self-insure, whereupon Lessee shall promptly obtain insurance on the Equipment in accordance with the foregoing requirements. Lessor agrees it shall so notify Lessee only if Lessor in its sole discretion has determined that any one or more of the following has occurred: (1) an Event of Default; or (2) an adverse change in Lessee's business or financial condition. Each insurance policy will, among other things, name Lessor as an additional insured or as loss payee (as the case may be), require that the insurer give Lessor at least thirty (30) days prior written notice (at the addresses for notice to Lessor set forth in Section 23 hereof) of any alteration in or cancellation of the terms of such policy, and require that the interests of Lessor be continually insured regardless of any breach of or violation by Lessee of any warranties, declarations or conditions contained in such insurance policy. In no event shall Lessor be responsible for premiums, warranties or representations to any insurer or agent thereof. At Lessor's option, Lessee shall furnish to Lessor a certificate or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty to ascertain the existence or adequacy of such insurance. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

10. Taxes.

(a) General Tax Indemnity. Lessee hereby agrees to pay and to indemnify and hold harmless Lessor from and against, all fees, taxes (whether sales, use, excise, personal property or other taxes), imposts, duties, withholdings, assessments and other governmental charges of whatever kind or character, however designated (together with any penalties, fines or interest thereon), all of the foregoing being herein collectively called "Impositions", which are at any time levied or imposed against Lessor, Lessee, this Lease, the Equipment or any part thereof by any federal, state or local government or taxing authority in the United States or by any foreign government or any subdivision or taxing authority thereof upon, with respect to, as a result of or

measured by (i) the Equipment (or any part thereof), or this Lease or the interest of the Lessor therein; or (ii) the purchase, ownership, delivery, leasing, possession, maintenance, use, operation, return, sale or other disposition of the Equipment or any part thereof; or (iii) the rentals, receipts or earnings payable under this Lease or otherwise arising from the Equipment or any part thereof; excluding, however, taxes based on or measured by the net income of Lessor that are imposed by (1) the United States of America, or (2) any State of the United States of America or any political subdivision of any such State in which Lessor is subject to such tax (measured by income) as the result (whether solely or in part) of business or transactions unrelated to this Lease. Lessor shall pay, and, promptly upon receipt of Lessor's invoice therefor, Lessee shall reimburse Lessor for paying, the Impositions, unless Lessor and Lessee shall agree in writing that Lessee will pay any Impositions directly. In case any report or return is required to be filed with respect to any obligation of Lessee under this Subsection 10(a) or arising out of this Subsection 10(a), Lessor shall make such report or return in such manner as will show the ownership of the Equipment in Lessor, unless Lessor and Lessee shall agree in writing that Lessee will file any such reports or returns. The obligations of Lessee under this Subsection 10(a) shall survive the expiration or earlier termination of this Lease.

(b) Special Tax Indemnities.

(i) Lessor has calculated the periodic rentals and Stipulated Loss Values based in part on Lessee's representations and warranties herein and on the following assumptions, which assumptions are to be used for purposes of calculating the Indemnity Amounts, if any, owed by Lessee to Lessor pursuant to this Subsection 10(b):

(A) that Lessor will be entitled to depreciation deductions (the "Depreciation Deductions") under Section 168(a) of the Code for each item of Equipment in an amount determined, commencing with the taxable year in which such item is accepted hereunder, by using (i) the method described in Section 168(b)(1) of the Code, (ii) an applicable recovery period of seven (7) years, and (iii) an initial adjusted basis equal to the Lessor's Cost of such item of Equipment; and that Lessor will be entitled to amortization of expenses (the "Amortization Deductions") paid or to be paid by Lessor, if any, in connection with this Lease at a rate no less rapid than straight line over the Lease Term;

(B) that the rate of tax imposed on the Federal taxable income of Lessor will be 34%; that the rate of state and local income taxes imposed on Lessor will be 7.5%; that the rate of state and local taxes imposed on or measured by the net income of

Lessor (after benefit of the deduction for such state and local taxes for Federal income tax purposes) will be 5.0%; and that the net income upon which such state and local taxes will be imposed will equal Lessor's Federal taxable income, so that Lessor's Federal taxable income will be subject to an overall effective rate of 39%;

(C) that Lessor will have sufficient gross income within the meaning of Section 61(a) of the Code to fully benefit from the Depreciation Deductions and the Amortization Deductions; and

(D) that, for Federal income tax purposes, Lessor shall be entitled to treat each item of income, gain, loss, deduction and credit with respect to the Equipment as derived from, or allocable to, sources within the United States.

(ii) If on any one or more occasions as a direct or indirect result in whole or in part of (A) any act or failure to act by Lessee, or any user or person in possession of the Equipment, (B) any breach, inaccuracy or incorrectness of any representation, warranty, covenant or agreement of Lessee hereunder or in any related document or agreement or (C) any Event of Default hereinafter, each of the events listed in the foregoing clauses (A), (B) and (C) referred to as an "Indemnity Trigger", (1) Lessor shall lose, shall not have or shall lose the right to claim, or counsel for Lessor shall determine that Lessor does not have substantial authority (within the meaning of Section 6661 of the Code and the regulations promulgated thereunder) for claiming, or there shall be disallowed, recalculated, or recaptured all or any portion of the Tax Benefits, or (2) any item of income, gain, loss, deduction or credit with respect to the Equipment shall be treated as derived from, or allocable to, sources without the United States and as a consequence thereof Lessor shall be able to utilize as a credit against its Federal income tax liability in any year, a smaller amount of foreign taxes than it would have been able to utilize had such item of income, gain, loss, deduction or credit not been treated as derived from, or allocable to, sources without the United States (hereinafter each of the events described in the foregoing clauses (1) and (2) of this Subsection 10(b)(ii) resulting from an Indemnity Trigger shall be referred to individually as an "Indemnity Event"), then, in connection with each such Indemnity Event Lessee agrees to pay Lessor from time to time upon demand an amount (the "Indemnity Amount") which (after deduction of all taxes required to be paid by Lessor in respect of the receipt of said Indemnity Amount under the laws of any Federal, state or local government or taxing authority of the United States or of any taxing authority or government subsidiary of any foreign country, provided, that for purposes of determining the amount of taxes required to be paid by Lessor in respect of the receipt of said Indemnity Amount, it

shall be assumed that Federal, state and local taxes are payable by Lessor at the highest marginal statutory rates in effect for the relevant period) shall be equal to the sum of (A) the amount of additional income taxes paid or payable by Lessor (computed in accordance with Subsection 10(b)(iv) hereof) as a result of such Indemnity Event; and (B) any interest or penalty which may be assessed in connection with any of the foregoing, including, without limitation, any addition to tax due to the underpayment of estimated taxes assessed against Lessor in connection therewith.

(iii) If for any reason Lessor is required to include in its gross income for Federal, state or local income tax purposes at any time with respect to any item of Equipment any part or all of the cost of (A) any repairs and maintenance of any item of Equipment, (B) any alterations, modifications, improvements or additions to any item of Equipment, or (C) any other expenditures by Lessee with respect to any item of Equipment, and Lessor shall not be entitled to an equal deduction for such cost in the same taxable year (without regard to whether or not Lessor actually deducts such cost in such taxable year), then Lessee shall pay Lessor, upon demand, the sum of (1) the amount of any increase in Lessor's Federal, state and local income taxes resulting from the inclusion of such costs in the gross income of Lessor, such amount to be decreased by any savings by Lessor in such taxes resulting from such costs, (2) the amount of any interest or penalties, including any addition to tax due to the underpayment of estimated taxes, assessed against Lessor in connection therewith, and (3) the amount of any taxes required to be paid by Lessor in respect of the receipt of amounts specified in clauses (1) and (2) above and this clause (3), provided, that for purposes of determining the amount of taxes required to be paid by Lessor in respect of the receipt of said indemnity amounts, it shall be assumed that Federal, state and local taxes are payable by Lessor at the highest marginal statutory rates in effect for the relevant period.

(iv) Calculation by Lessor of any Indemnity Amounts payable by Lessee under this Subsection 10(b) shall be made by Lessor on a pro-forma basis, holding constant the Assumptions, except those Assumptions which are themselves affected by the Indemnity Event or any previous Indemnity Event, and measuring the impact of those changed Assumptions on the original pricing model, and on the basis of the following additional assumptions: that in computing its Federal, state and local income tax liability (1) Lessor can concurrently fully utilize the Tax Benefits that are the subject of an Indemnity Event against Federal income taxes payable at the highest marginal Federal corporate income tax rates then in effect and against state and local taxes at the weighted average of the highest marginal rates (computed on the assumption that Lessor has sufficient taxable income for state and local tax purposes to be

subject to tax at the highest marginal corporate rates) to which Lessor is then subject (the over-all effective rate of tax so determined being hereinafter called the "Effective Rate"), (2) in the event Lessor is required to include in its gross income any amount described in clause (ii)(2) or paragraph (iii) of this Subsection 10(b), Lessor will be subject to Federal, state and local taxes on any such amount at the Effective Rate, and (3) each Indemnity Event will result in state and local income tax consequences to Lessor that mirror Lessor's Federal income tax consequences. At Lessor's option, Indemnity Amounts payable with regard to a given Indemnity Event may take the form of a single payment or of an adjustment to rentals, either over the remainder of the Lease Term or retroactive to the Commencement Date or a combination of the foregoing. In any case Stipulated Loss Values shall be adjusted by Lessor to those values determined by Lessor as necessary to maintain Lessor's Economics, and in a manner consistent with the calculation of Indemnity Amounts. In no event will Lessee be entitled to inspect the tax returns of Lessor, or any other document which Lessor deems to be confidential.

(v) If any Indemnity Amounts shall be paid by Lessee under this Subsection 10(b), then for purposes of calculating any Indemnity Amounts required to be paid by reason of any subsequent Indemnity Event, the Assumptions shall be revised, if necessary, to reflect the altered tax consequences which gave rise to Indemnity Amounts required to be paid pursuant to this Subsection 10(b).

(vi) For the purposes of this Subsection 10(b) only, the term "Lessor" shall include the "common parent" and all other corporations included in the affiliated group, within the meaning of Section 1504 of the Code (or any other successor section thereto), of which Lessor is or becomes a member.

(vii) The provisions of this Subsection 10(b) shall survive the expiration or earlier termination of this Lease.

(viii) Lessee shall not be required to pay Lessor any Indemnity Amounts provided for in Subsection 10(b)(ii) solely as a result of the occurrence of any of the following events:

(A) Lessee is required by the terms hereof to pay and shall have paid the Stipulated Loss Value for said item of Equipment;

(B) A voluntary transfer or other voluntary disposition by Lessor of any interest in this Lease or any item of Equipment for Federal income tax purposes, but only if (1) such voluntary transfer or other voluntary disposition shall be the direct cause

of the loss of the Tax Benefits, and (2) such voluntary transfer or other voluntary disposition shall occur at a time when no Event of Default has occurred and is continuing;

(C) The failure of Lessor to claim the Tax Benefits unless an Indemnity Event has occurred, and as a direct result Lessor has not claimed such Tax Benefits; or

(D) The failure of Lessor to have sufficient gross income within the meaning of Section 61(a) of the Code to benefit from the Depreciation Deductions or the Amortization Deductions, as the case may be.

11. Compliance with Laws; Operation and Maintenance; Additions.

(a) Lessee will use the Equipment in a careful and proper manner, will comply with and conform to all governmental laws, rules and regulations relating thereto, and will cause the Equipment to be operated in accordance with the manufacturer's or supplier's instructions or manuals. Without limitation to the foregoing, Lessee will (i) cause the Equipment to be used in compliance with all rules of AAR and FRA and (ii) will not permit any item of Equipment to be outside the continental United States.

(b) Lessee will, at its own expense, keep and maintain the Equipment in good repair, condition and working order and furnish all parts, replacements, mechanisms, devices and servicing required therefor so that the condition and operating efficiency thereof will at all times be maintained and preserved, reasonable wear and tear excepted. Lessee will cause such item of Equipment to be maintained in conformance with all rules and regulations of AAR and FRA and, if mandated, modified so that it will qualify for unrestricted interchange in the United States and remain suitable for loading and transporting coal. All such repairs, parts, mechanisms, devices, replacements and modifications shall immediately, without further act, become the property of Lessor and part of the Equipment.

(c) Unless otherwise mandated by AAR, FRA or another agency or organization having jurisdiction over the Equipment, or unless otherwise consented to by Lessor, Lessee will not make or authorize any improvement, change, addition or alteration to the Equipment (i) if such improvement, change, addition or alteration will impair the originally intended function or use of the Equipment or impair the value of the Equipment as it existed immediately prior to such improvement, change, addition or alteration; or (ii) if any parts installed in or attached to or otherwise becoming a part of the Equipment as a result of any such improvement, change, addition or alteration shall not be readily

removable without damage to the Equipment. Any part which is added to the Equipment without violating the provisions of the immediately preceding sentence and which is not a replacement or substitution for any property which was a part of the Equipment, shall remain the property of Lessee and may be removed by Lessee at any time prior to the expiration or earlier termination of the Lease Term. All such parts shall be and remain free and clear of any Liens. Any such part which is not so removed prior to the expiration or earlier termination of the Lease Term shall, without further act, become the property of Lessor.

12. Inspection. Lessor or its authorized representatives may at any reasonable time or times inspect the Equipment and the books and records of Lessee without substantial interference with the Equipment's normal use.

13. Identification. Lessee shall, at its own expense, attach to and cause to be maintained on each item of Equipment a notice satisfactory to Lessor disclosing Lessor's ownership of such item of Equipment. The following notice will initially be satisfactory if stenciled or contained in a placard attached to each side of each item of Equipment in letters having a height of one inch or more and continually legible:

"OWNERSHIP SUBJECT TO LEASE OR SECURITY INTEREST FILED WITH U.S. INTERSTATE COMMERCE COMMISSION."

14. Personal Property. Lessee represents that the Equipment shall be and at all times remain separately identifiable personal property. Lessee shall, at its expense, take such action (including the obtaining and recording of waivers) as may be necessary to prevent any third party from acquiring any right to or interest in the Equipment by virtue of the Equipment being deemed to be real property or a part of real property or a part of other personal property, and if at any time any person shall claim any such right or interest, Lessee shall, at its expense, cause such claim to be waived in writing or otherwise eliminated to Lessor's satisfaction within 30 days after such claim shall have first become known to Lessee.

15. Loss or Damage.

(a) All risk of loss, theft, damage or destruction to the Equipment or any part thereof, however incurred or occasioned, shall be borne by Lessee and, unless such occurrence constitutes an Event of Loss pursuant to Subsection (b) of this Section 15, Lessee shall promptly give Lessor written notice thereof and shall promptly cause the affected part or parts of the Equipment to be replaced or restored to the condition and repair required to be maintained by Section 11 hereof.

(b) If an Event of Loss with respect to any item of Equipment shall occur, Lessee shall promptly give Lessor written notice thereof, and Lessee shall pay to Lessor within thirty days of said Event of Loss an amount equal to the sum of (i) the Stipulated Loss Value of such item of Equipment computed as of the Rent Payment Date with respect to such item of Equipment on or immediately preceding the date of the occurrence of such Event of Loss; and (ii) all rent and other amounts due and owing hereunder for such item of Equipment on or prior to the Loss Payment Date. Upon payment of such amount to Lessor, the lease of such item of Equipment hereunder shall terminate, and Lessor will transfer to Lessee, Lessor's right, title and interest in and to such item of Equipment, on an "as-is, where-is" basis, without recourse and without representation or warranty, express or implied, other than a representation and warranty that such item of Equipment is free and clear of any Lessor's Liens.

(c) Any payments received at any time by Lessor or Lessee from any insurer with respect to loss or damage to the Equipment shall be applied as follows: (i) if such payments are received with respect to an Event of Loss they shall be paid to Lessor, but to the extent received by Lessor, they shall reduce or discharge, as the case may be, Lessee's obligation to pay the amounts due to Lessor under Subsection 15(b) hereof with respect to such Event of Loss and if any such payments from an insurer are received by Lessor after Lessee has made payment in full with respect to any Event of Loss under Subsection 15(b) above, such insurance payments with respect to such Event of Loss shall, upon receipt by Lessor, be paid over to Lessee; or (ii) if such payments are received with respect to any loss of or damage to the Equipment other than an Event of Loss, such payments shall, unless a Default or Event of Default shall have occurred and be continuing, be paid over to Lessee to reimburse Lessee for its payment of the costs and expenses incurred by Lessee in replacing or restoring pursuant to Subsection 15 (a) hereof the part or parts of the Equipment which suffered such loss or damage.

16. General Indemnity. Lessee assumes liability for, and shall indemnify, protect, save and keep harmless Lessor and its agents, servants, successors and assigns (each, an "Indemnatee") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against any Indemnatee, in any way relating to or arising out of this Lease or the enforcement hereof, or the manufacture, purchase, acceptance, rejection, ownership, possession, use, selection, delivery, lease, operation, condition, sale, return or other disposition of the Equipment or any part thereof, whether by Lessee or any other person (including, without limitation, latent or other defects, whether

or not discoverable by Lessee or any other person, any claim in tort for strict liability and any claim for patent, trademark or copyright infringement); provided, however, that Lessee shall not be required to indemnify any Indemnitee for loss or liability arising from (i) the voluntary sale or disposition of the Equipment by Lessor at any time that an Event of Default does not exist, (ii) acts or events which occur after the Equipment has been returned to Lessor in accordance with this Lease, or (iii) for loss or liability resulting solely from the willful misconduct or gross negligence of such Indemnitee. Any payments made by Lessee under this Section 16 shall be made on an after-tax basis. The provisions of this Section 16 shall survive the expiration or earlier termination of this Lease.

17. Events of Default. The following events shall each constitute an event of default (herein called "Event of Default") under this Lease:

(a) Lessee shall fail to make any payment of rent or other amount owing hereunder within 10 days after notice from Lessor that the same is due; or

(b) Lessee shall fail to maintain the insurance required by Section 9 hereof or to perform or observe any of the warranties or covenants contained in Subsection 7(m) or Sections 20 or 21 hereof; or

(c) Lessee shall fail to perform or observe any other warranty, covenants, condition or agreement to be performed or observed by it with respect to this Lease and such failure shall continue unremedied for 30 days after the earlier of (a) the date on which Lessee obtains knowledge of such failure; or (b) the date on which notice thereof shall be given by Lessor to Lessee; or

(d) any material representation or warranty made by Lessee herein or in any document, certificate or financial or other statement now or hereafter furnished Lessor in connection with this Lease shall prove at any time to have been untrue or misleading in any material respect as of the time when made; or

(e) the entry of a decree or order for relief by a court having jurisdiction in respect of Lessee, adjudging Lessee a bankrupt or insolvent, or approving as properly filed a petition seeking a reorganization, arrangement, adjustment or composition of or in respect of Lessee in an involuntary proceeding or case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal, state or foreign bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) of Lessee or of any substantial part

of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 30 days; or

(f) the institution by Lessee of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the commencement by Lessee of a voluntary proceeding or case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal, state or foreign bankruptcy, insolvency or other similar law, or the consent by it to the filing of any such petition or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of Lessee or of any substantial part of its property, or the making by it of any assignment for the benefit of creditors or the admission by it of its inability to pay its debts generally as they become due or its willingness to be adjudicated a bankrupt or the failure of Lessee generally to pay its debts as they become due or the taking of corporate action by Lessee in furtherance of any of the foregoing.

18. Remedies. If an Event of Default described in Subsections 17(e) or (f) above shall occur, then, and in any such event, this Lease shall automatically, without any notice or other action by Lessor, be deemed to be in default, and if any other Event of Default shall occur and be continuing, then, and in any such event, Lessor may, at its option, declare this Lease to be in default; and at any time after this Lease shall be deemed to be in default pursuant to this sentence or be declared to be in default, Lessor may do any one or more of the following with respect to all of the Equipment or any part thereof as Lessor in its sole discretion shall elect, to the extent permitted by applicable law then in effect:

(a) demand that Lessee, and Lessee shall at its expense upon such demand, return the Equipment promptly to Lessor at such place in the continental United States of America as Lessor shall specify, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of the Equipment and remove the same by summary proceedings or otherwise, all without liability for or by reason of such entry or taking of possession, whether for the restoration of damage to property caused by such taking or otherwise;

(b) sell the Equipment at public or private sale, with or without notice, advertisement or publication, as Lessor may determine, or otherwise dispose of, hold, use, operate, lease to others or keep idle the Equipment as Lessor in its sole discretion

may determine, all free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto;

(c) by written notice to Lessee specifying a payment date, demand that Lessee pay to Lessor, and Lessee shall pay to Lessor, on such payment date, as liquidated damages for loss of a bargain and not as a penalty, the sum of (i) all accrued and unpaid rent for the Equipment due on all Rent Payment Dates up to and including such payment date plus (ii) an amount equal to the excess, if any, of the Stipulated Loss Value of the Equipment as of such payment date over the Fair Market Sale Value of the Equipment as of such payment date plus (iii) interest on such amount at the Late Charge Rate, from such payment date to the date of actual payment ;

(d) by written notice to Lessee specifying a payment date, demand that Lessee pay to Lessor, and Lessee shall pay to Lessor, on such payment date, as liquidated damages for loss of a bargain and not as a penalty, the sum of (i) all accrued and unpaid rent for the Equipment due on all Rent Payment Dates up to and including such payment date, plus (ii) an amount equal to the Stipulated Loss Value for the Equipment computed as of such payment date plus (iii) interest on such amount at the Late Charge Rate, from such payment date to the date of actual payment; and upon such payment of liquidated damages and the payment of all other amounts then due hereunder, Lessor shall proceed to exercise its best efforts promptly to sell the Equipment and shall pay over to Lessee the net proceeds of such sale (after deducting from such proceeds all costs and expenses whatsoever incurred by Lessor in connection therewith and all other amounts which may become payable to Lessor up to the amount of the Stipulated Loss Value actually paid);

(e) Lessor may exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to terminate this Lease.

In addition, Lessee shall be liable for any and all unpaid rent and other amounts due hereunder before or during the exercise of any of the foregoing remedies and/or all legal fees and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto, including all costs and expenses incurred in connection with the placing of the Equipment in the condition required by Section 11 hereof.

No remedy referred to in this Section 18 is intended to be exclusive but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity; and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all such other remedies. No express or implied waiver by Lessor of an Event of Default shall in any way be construed to be a waiver of any future or subsequent Event of Default. To the extent permitted by applicable law, Lessee hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use the Equipment in mitigation of Lessor's damages or loss of which may otherwise limit or modify any of Lessor's rights or remedies under this Lease.

19. Lessor's Right to Perform. If Lessee fails to make any payment required to be made by it hereunder or fails to perform or comply with any of its other agreements contained herein, Lessor may itself make such payment or perform or comply with such agreement, and the amount of such payment and the amount of the reasonable expenses of Lessor incurred in connection with such payment or the performance of or compliance with such agreement, as the case may be, together with interest thereon at the Late Charge Rate, shall be deemed to be additional rent, payable by Lessee on demand.

20. Location; Assignment or Sublease. Lessor acknowledges that the Equipment will be used and operated by the Union Pacific Railroad Company pursuant to an agreement between the Union Pacific Railroad Company and Lessee. Without the prior written consent of Lessor (which consent shall not be unreasonably withheld), the Equipment shall at all times be in the sole possession and control of Lessee or Union Pacific Railroad Company and Lessee will not otherwise assign this Lease or any interest herein or sublease or otherwise transfer its interest in any of the Equipment, and any attempted assignment, sublease or other transfer by Lessee in violation of these provisions shall be void. The terms and conditions of any agreement under which a person other than the Lessee or Union Pacific Railroad Company shall be permitted to use the Equipment shall be satisfactory to Lessor.

21. No Changes in Lessee. Lessee will not (a) enter into any transaction of merger or consolidation unless the surviving corporation executes and delivers an assumption agreement (in form and substance reasonably satisfactory to Lessor) with respect to Lessee's obligations under this Lease and after giving effect to such merger or consolidation, its tangible net worth equals or exceeds that which existed prior to such merger or consolidation; or (b) liquidate or dissolve; or (c) sell, transfer or otherwise dispose of all or any substantial part of its assets; or (d)

change the form of organization of its business; or (e) without thirty (30) days prior written notice to Lessor, change its name or its chief executive office.

22. Further Assurances; Financial Information.

(a) Lessee will, at its expense, promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time request in order more effectively to carry out the intent and purpose of this Lease and to establish and protect the rights, interests and remedies created or intended to be created in favor of Lessor hereunder, including, without limitation, the filing and recordation with the Interstate Commerce Commission of this Lease and any sublease or other agreement under which any person other than the Lessee shall use the Equipment. To the extent permitted by applicable law, Lessee hereby authorizes Lessor to file any such financing statements without the signature of Lessee. Lessee will also provide such information as Lessor may reasonably require from Lessee to enable Lessor to fulfill all of its tax filing obligations.

(b) Lessee will furnish to Lessor (i) as soon as available, but in any event not later than 120 days after the end of each fiscal year of Lessee, a consolidated balance sheet of Lessee as at the end of such fiscal year, and consolidated statements of income and consolidated statements of cash flow of Lessee for such fiscal year, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved and audited by certified public accountants acceptable to Lessor; (ii) as soon as available, but in any event not later than 90 days after the end of each of the first three quarterly periods of each fiscal year of Lessee, a consolidated balance sheet of Lessee as at the end of such quarterly period and a consolidated statement of income of Lessee for such quarterly period and for the portion of the fiscal year then ended, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a basis consistently maintained throughout the period involved and certified by the chief financial officer of Lessee; (iii) promptly after the filing thereof, the reports filed on Form 10Q and Form 10K by Lessee with the Securities and Exchange Commission; and (iv) promptly, such additional information as may be reasonably requested by Lessor from time to time including, without limitation, such information as may be necessary to fulfill Lessor's tax filing and auditing obligations, provided, however, that as long as Lessee is required to file Forms 10Q and 10K and Forms 10Q and 10K continue to require the inclusion of the information contained in clause (i) and (ii) above, respectively,

Lessee's obligation to supply to Lessor the information contained in clause (i) and clause (ii) above shall be satisfied by delivering the information requested in clause (iii) above.

23. Notices. Except as otherwise provided herein, all notices, demands and other communications hereunder shall be in writing, and shall be deemed to have been given or made when deposited in the United States mail, first class postage prepaid, or telecopied, with receipt confirmed, addressed as follows or to such other address as of the following persons may from time to time designate in writing to the other persons listed below:

LESSOR: The CIT Group/Equipment Financing, Inc.
1400 Renaissance Drive
Suite 400
Park Ridge, Illinois 60068
Telecopy No.: (708) 390-6755
Confirmation: (708) 390-4500
Attention: Vice President/Credit

WITH A COPY TO: The CIT Group/Equipment Financing, Inc.
270 Park Avenue
New York, New York 10017
Telecopy No.: (212) 270-4826
Confirmation: (212) 270-4591
Attention: Senior Vice President/Credit

LESSEE: Commonwealth Edison Company
One First National Plaza
P.O. Box 767
Chicago, Illinois 60690
Telecopy No.: (312) 294-4382
Confirmation: (312) 294-3400
Attention: Director of Procurement

24. Conditions Precedent.

(a) Lessor shall not be obligated to accept and execute the first Supplement or to lease any Equipment to Lessee hereunder unless:

(i) Lessor shall have received satisfactory evidence that the execution, delivery and performance by Lessee of this Lease and the Supplements have been duly authorized by Lessee;

(ii) Lessor shall have received an incumbency and signature certificate of Lessee, dated a recent date prior to the date of the first Supplement and in form and substance satisfactory to Lessor, setting forth the names and

signatures of each officer of Lessee authorized to sign this Lease, the Supplements and all other instruments and documents relating thereto, which certificate may be relied on by Lessor until it receives written notice to the contrary;

(iii) Lessor shall have received an opinion of counsel for Lessee satisfactory to Lessor, dated the date of the first Supplement and in form and substance satisfactory to Lessor, to the same effect as clauses (a) through (g), inclusive, of Section 7 hereof, and as to Section 14 hereof, and as to such other matters as Lessor may reasonably request;

(iv) Lessor shall have received evidence satisfactory to it as to the due compliance by Lessee with the provisions regarding insurance contained in Section 9 hereof; and

(v) Lessor shall have received evidence satisfactory to it that the Equipment shall constitute "7-year MACRS property" in the hands of Lessor.

(b) Lessor shall not be obligated to accept and execute any Supplement or to lease the items of Equipment described therein to Lessee hereunder unless:

(i) Lessor shall have received good and marketable title to such Equipment, free and clear of Liens (except Liens attributable to Lessor) and all such Equipment shall be satisfactory to Lessor in its sole discretion;

(ii) Lessor shall have received evidence satisfactory to it as to the proper calculation of the amount of Lessor's Cost of such items of Equipment and shall be satisfied that all amounts included in Lessor's Cost have been, or concurrently with Lessor's acceptance of such Supplement will be paid in full;

(iii) A fully executed copy of this Lease and any other agreement under which any person other than Lessee shall use the Equipment shall have been recorded with the Interstate Commerce Commission and/or waivers or disclaimers and/or severance agreements with respect to the items of Equipment covered by such Supplement as Lessor shall deem necessary or desirable in order to perfect and protect its interests therein shall have been duly executed and filed, at Lessee's expense, in such public offices as Lessor shall direct;

(iv) All representations and warranties of Lessee contained herein or in any document or certificate furnished Lessor in connection herewith shall be true and correct on and as of the date of such Supplement with the same force and effect as if made on and as of such date; no Event of Default or Default shall be in existence on such date or shall occur as a result of the lease by Lessee of the Equipment specified in such Supplement;

(v) In the sole judgment of Lessor, there shall have been no material adverse change in the business, financial condition or operations of Lessee from June 30, 1990;

(vi) All proceedings to be taken in connection with the transactions contemplated by this Lease, and all documents incidental thereto, shall be satisfactory in form and substance satisfactory to Lessor and its counsel;

(vii) Lessor shall have received from Lessee, in form and substance satisfactory to it, such other documents and information as Lessor shall reasonably request;

(viii) All legal matters in connection with the transactions contemplated by this Lease shall be satisfactory to Lessor's counsel; and

(ix) No Change in Tax Law, which in the sole judgment of Lessor would adversely affect Lessor's Economics, shall have occurred or shall appear, in Lessor's good faith judgment, to be imminent.

25. Miscellaneous.

(a) Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be 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. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(b) Amendment; Waiver. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. No delay or failure on the part of Lessor to exercise any power or right hereunder shall operate as a waiver thereof, nor as

an acquiescence in any Default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof, or the exercise of any other power or right. After the occurrence of any Default or Event of Default, the acceptance by Lessor of any payment of rent or other sum owed by Lessee pursuant hereto shall not constitute a waiver by Lessor of such Default or Event of Default, regardless of Lessor's knowledge or lack of knowledge thereof at the time of acceptance of any such payment, and shall not constitute a reinstatement of this Lease if the Lease shall have been declared in default by Lessor pursuant to Section 18 hereof or otherwise, unless Lessor shall have agreed in writing to reinstate the Lease and to waive the Default or Event of Default.

(c) Fees and Expenses. Whether or not the transactions contemplated hereby shall be consummated, Lessee agrees to pay all out-of-pocket expenses of Lessor in connection with this Lease up to a maximum aggregate amount of \$20,000, including, without limitation, the reasonable fees and disbursements of counsel for Lessor, in connection with the preparation, execution and delivery of this Lease and related documents.

(d) Entire Agreement. This Lease contains the full, final and exclusive statement of the agreement between Lessor and Lessee relating to the lease of the Equipment.

(e) Agreement of Lease. This Lease shall constitute an agreement of lease, and nothing herein shall be construed as conveying to Lessee any right, title or interest in the Equipment except as lessee only.

(f) Successors and Assigns. This Lease and the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, Lessor and its successors and assigns and Lessee and, to the extent permitted by Section 20 hereof, its successors and assigns. Lessor may assign, sell or encumber all or any part of this Lease, the Equipment and the rental payments hereunder only to an assignee which is a bank, any other financial institution, any institutional lender or any affiliate of Lessor.

(g) Captions. The headings of the Sections are for convenience of reference only, are not a part of this Lease and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

(h) Execution in Counterparts. This Lease may be executed by the parties hereto on any number of 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.

(i) GOVERNING LAW. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

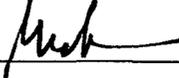
26. Authorization to Date, Complete Blanks and Correct Errors. Lessee hereby irrevocably authorizes Lessor and Lessor's agents, representatives and employees to date, to complete any blank spaces contained in, and to correct any errors appearing in, this Lease or in any documents relating hereto, provided, however, that any such additions, or corrections shall not be inconsistent with the agreements of the parties contained in this Lease.

27. Identification Marks. Lessee will cause each item of Equipment to be kept marked and numbered with the identifying mark and number set forth in Exhibit A hereto. Lessee will not place or permit any such item of Equipment to be placed in operation or exercise any control or dominion over the same until such number shall have been so marked on both sides thereof and will replace or cause to be replaced promptly any such name and words which may be removed, defaced, obliterated or destroyed. Lessee will not change or permit to be changed the identifying mark or number of any item of Equipment unless and until (i) a statement of new mark and/or number or numbers to be substituted therefor shall have been filed, recorded and deposited by Lessee in all public offices where this Lease shall have been filed, recorded and deposited by Lessee and (ii) Lessee shall have furnished Lessor an opinion of counsel to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect Lessor's interests in such items of Equipment and no additional filing, recording, deposit or giving of notice with or to any other Federal, state, provincial or local government or agency thereof is necessary to protect the interests of the Lessor in such items of Equipment. During the Lease Term, Lessee will not alter, deface, cover or remove such markings without the prior consent of Lessor.

28. Counterparts. This Lease may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same agreement.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be duly executed as of the day and year first above written.

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

By: 

Title: VICE PRESIDENT

COMMONWEALTH EDISON COMPANY

By: _____

Title: _____

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be duly executed as of the day and year first above written.

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

By: _____

Title: _____

COMMONWEALTH EDISON COMPANY

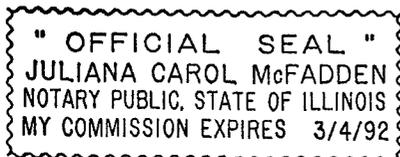
By: *[Signature]* _____

Title: V.P. _____

State of Illinois)
County of Cook) SS.

On this 27th day of December, 1990, before me personally appeared Paul J. Fadden, to me personally known, who being by me duly sworn, says that he is the Vice President of The CIT Group/Equipment Financing, Inc., that said instrument was signed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]



Juliana Carol McFadden
Signature of Notary Public
My Commission Expires: 3-4-92

State of _____)
County of _____) SS.

On this _____ day of _____, 19__, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of Commonwealth Edison Company, that said instrument was signed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Signature of Notary Public
My Commission Expires: _____

EXHIBIT A
to
Master Lease Agreement
between
CIT GROUP/EQUIPMENT FINANCING, INC.
and
COMMONWEALTH EDISON COMPANY

Quantity

110

Description of Equipment

New 4,200 cubic foot aluminum
bodied, rotary dump coal
gondola cars built by Thrall
Car Manufacturing Company

Marked with initials CHTT,
identifying numbers
640000 through 640109

EXHIBIT B

ACCEPTANCE SUPPLEMENT NO. 1

Commencement Date: _____

THIS ACCEPTANCE SUPPLEMENT is executed and delivered by THE CIT GROUP/EQUIPMENT FINANCING, INC. ("Lessor") and COMMONWEALTH EDISON COMPANY ("Lessee") pursuant to and in accordance with the Master Lease Agreement dated as of December __, 1990, between Lessor and Lessee (the "Lease"), the defined terms therein being used herein with their defined meanings).

1. The Equipment covered by this Supplement consists of the items described in Schedule A attached hereto.

2. Lessee confirms that the items of Equipment covered hereby have been delivered to it in good working order and condition, and have been inspected and accepted by Lessee as of the Commencement Date set forth above.

3. Lessee confirms that such items of Equipment have been delivered to _____.

4. The Lessor's Cost of the items of Equipment covered hereby (including freight and taxes) is set forth in Schedule A attached hereto and therefore each installment of rent payable pursuant to Section 4 of the Lease shall be \$41,425.80 for the first 96 months of the Lease Term and \$50,631.36 for the last 96 months of the Lease Term.

5. Lessee hereby (a) confirms that the items of Equipment covered hereby have been inspected by Lessee, have been delivered in good working order and condition and are of the size, design, capacity and manufacture selected by it and meet the provisions of the purchase orders with respect thereto; and (b) irrevocably accepts said items of Equipment "as-is, where-is" for all purposes of the Lease as of the Commencement Date set forth above.

6. Lessee hereby confirms: (i) that no Default or Event of Default is in existence as of the Commencement Date set forth above, nor shall any Default or Event of Default occur as a result of the lease by Lessee of the Equipment specified herein; and (ii) that all representations and warranties of Lessee contained in the Lease or in any document or certificate furnished Lessor in connection herewith, are true and correct as of the Commencement Date set forth above with the same force and effect as if made on such date.

7. All of the terms, provisions and conditions of the Lease are hereby incorporated herein and made a part hereof as if such terms, provisions and conditions were set forth in full in this Supplement. By their execution and delivery of this Supplement, the parties hereto reaffirm all of the terms, provisions and conditions of the Lease.

IN WITNESS WHEREOF, Lessee has caused this Acceptance Supplement to be duly executed by its duly authorized officer as of the Commencement Date set forth above.

COMMONWEALTH EDISON COMPANY

By: _____

Title: _____

ACCEPTED AS OF THE COMMENCEMENT
DATE SET FORTH ABOVE

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: _____

Title: _____

ACCEPTANCE SUPPLEMENT NO. 1

Commencement Date: December 31, 1990

THIS ACCEPTANCE SUPPLEMENT is executed and delivered by THE CIT GROUP/EQUIPMENT FINANCING, INC. ("Lessor") and COMMONWEALTH EDISON COMPANY ("Lessee") pursuant to and in accordance with the Master Lease Agreement dated as of December 27, 1990, between Lessor and Lessee (the "Lease"), the defined terms therein being used herein with their defined meanings).

1. The Equipment covered by this Supplement consists of the items described in Schedule A attached hereto.

2. Lessee confirms that the items of Equipment covered hereby have been delivered to it in good working order and condition, and have been inspected and accepted by Lessee as of the Commencement Date set forth above.

3. Lessee confirms that such items of Equipment have been delivered to the Union Pacific Railroad yard nearest to Chicago Heights, Illinois.

4. The Lessor's Cost of the items of Equipment covered hereby (including freight and taxes) is set forth in Schedule A attached hereto and therefore each installment of rent payable pursuant to Section 4 of the Lease shall be \$38,065.81 for the first 96 months of the Lease Term and \$46,524.84 for the last 96 months of the Lease Term. The rental payment ("Lease Rate Factor") set forth in this Supplement is .759842% of estimated Lessor's Cost per month for the first 96 months of the Lease Term and .928695% of estimated Lessor's Cost for the last 96 months of the Lease Term. Monthly payments as set forth above were calculated based upon a funding date of December 28, 1990, and a 10-year Treasury Rate at the time of funding of 8.18%. Any change in these variables will cause Lessor to make an adjustment (higher or lower) in the base rentals (and in the Stipulated Loss Values set forth on Schedule B attached hereto) to preserve Lessor's net economic return. Such adjustments shall be determined by Lessor using the same methodologies used by Lessor in computing the Lease Rate Factors noted above and shall be binding upon Lessee absent manifest error. "Treasury Rate" shall mean the rate per annum equal to the yield to maturity for the U.S. Treasury Security having a remaining term to maturity closest to ten (10) years at the close of business on the first day prior to funding (or if such day is not a Business Day, then at the close of business on

the next preceding Business Day) as reported on page 5 ("U.S. Treasury and Money Markets") of the information ordinarily provided by Telerate Systems Incorporated.

5. Lessee hereby (a) confirms that the items of Equipment covered hereby have been inspected by Lessee, have been delivered in good working order and condition and are of the size, design, capacity and manufacture selected by it and meet the provisions of the purchase orders with respect thereto; and (b) irrevocably accepts said items of Equipment "as-is, where-is" for all purposes of the Lease as of the Commencement Date set forth above.

6. Lessee hereby confirms: (i) that no Default or Event of Default is in existence as of the commencement Date set forth above, nor shall any Default or Event of Default occur as a result of the lease by Lessee of the Equipment specified herein; and (ii) that all representations and warranties of Lessee contained in the Lease or in any document or certificate furnished Lessor in connection herewith, are true and correct as of the Commencement Date set forth above with the same force and effect as if made on such date.

7. All of the terms, provisions and conditions of the Lease are hereby incorporated herein and made a part hereof as if such terms, provisions and conditions were set forth in full in this Supplement. By their execution and delivery of this Supplement, the parties hereto reaffirm all of the terms, provisions and conditions of the Lease.

IN WITNESS WHEREOF, Lessee has caused this Acceptance Supplement to be duly executed by its duly authorized officer as of the Commencement Date set forth above.

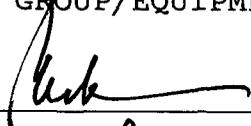
COMMONWEALTH EDISON COMPANY

By: _____

Title: _____

ACCEPTED AS OF THE COMMENCEMENT
DATE SET FORTH ABOVE

THE CIT GROUP/EQUIPMENT FINANCING,
INC.

By: 

Title: VICE PRESIDENT

the next preceding Business Day) as reported on page 5 ("U.S. Treasury and Money Markets") of the information ordinarily provided by Telerate Systems Incorporated.

5. Lessee hereby (a) confirms that the items of Equipment covered hereby have been inspected by Lessee, have been delivered in good working order and condition and are of the size, design, capacity and manufacture selected by it and meet the provisions of the purchase orders with respect thereto; and (b) irrevocably accepts said items of Equipment "as-is, where-is" for all purposes of the Lease as of the Commencement Date set forth above.

6. Lessee hereby confirms: (i) that no Default or Event of Default is in existence as of the commencement Date set forth above, nor shall any Default or Event of Default occur as a result of the lease by Lessee of the Equipment specified herein; and (ii) that all representations and warranties of Lessee contained in the Lease or in any document or certificate furnished Lessor in connection herewith, are true and correct as of the Commencement Date set forth above with the same force and effect as if made on such date.

7. All of the terms, provisions and conditions of the Lease are hereby incorporated herein and made a part hereof as if such terms, provisions and conditions were set forth in full in this Supplement. By their execution and delivery of this Supplement, the parties hereto reaffirm all of the terms, provisions and conditions of the Lease.

IN WITNESS WHEREOF, Lessee has caused this Acceptance Supplement to be duly executed by its duly authorized officer as of the Commencement Date set forth above.

COMMONWEALTH EDISON COMPANY

By: 

Title: V.P.

ACCEPTED AS OF THE COMMENCEMENT
DATE SET FORTH ABOVE

THE CIT GROUP/EQUIPMENT FINANCING,
INC.

By: _____

Title: _____

SCHEDULE A
TO MASTER LEASE AGREEMENT
ACCEPTANCE SUPPLEMENT NO.

Page 1 of 1

<u>Manufacturer and Description</u>	<u>Quantity</u>	<u>Identifying Number</u>	<u>Lessor's Cost</u>	
			<u>Unit Price</u>	<u>Total</u>
Aluminum Rotary Dump Coal Gondola Cars built by Thrall Car Manufacturing Company	110	640000- 640109	\$45,542.73	\$5,009,700

SCHEDULE B
TO MASTER LEASE AGREEMENT
ACCEPTANCE SUPPLEMENT NO. 1

STIPULATED LOSS VALUES

Attached

Confid Week of October 15, 1990

-Stipulated Loss Value-

Interest Analysis Program

File Name: comad.pdate

Time-Share

26-Dec-90 at 14:14

Values are net of any arrears rent due that day.
The lessee pays the loss value plus the "Rent Received".
The base for percentage amounts is \$1,000,000.00.

Date of Term	Stip. Loss Number	Stip. Loss Value (C)
12/28/90	0	107.95881608
1/28/91	1	108.08475289
2/28/91	2	108.22928801
3/28/91	3	108.36482163
4/28/91	4	108.49058851
5/28/91	5	108.61238018
6/28/91	6	108.72012061
7/28/91	7	108.82990489
8/28/91	8	108.92972490
9/28/91	9	109.0199642
10/28/91	10	109.10701609
11/28/91	11	109.19257525
12/28/91	12	109.26388922
1/28/92	13	109.33305410
2/28/92	14	109.40008075
3/28/92	15	109.45948860
4/28/92	16	109.51000465
5/28/92	17	109.55826558
6/28/92	18	109.59755619
7/28/92	19	109.63453065
8/28/92	20	109.66917882
9/28/92	21	109.69678565
10/28/92	22	109.71800625
11/28/92	23	109.73882544
12/28/92	24	109.75053289
1/28/93	25	109.75977888
2/28/93	26	109.76655415
3/28/93	27	109.76786434
4/28/93	28	109.76387335
5/28/93	29	109.75733885
6/28/93	30	109.74546009

7/28/93	31	109.73100047
8/28/93	32	109.71394368
9/28/93	33	109.69148851
10/28/93	34	109.66639807
11/28/93	35	109.63865561
12/28/93	36	109.60546187
1/28/94	37	109.56957419
2/28/94	38	109.53098064
3/28/94	39	109.48942962
4/28/94	40	109.44314156
5/28/94	41	109.39510147
6/28/94	42	109.34429673
7/28/94	43	109.29071057
8/28/94	44	109.23433066
9/28/94	45	109.17514416
10/28/94	46	109.11313413
11/28/94	47	109.04828802
12/28/94	48	108.98059280
1/28/95	49	108.91003293
2/28/95	50	108.83669081
3/28/95	51	108.76025936
4/28/95	52	108.68101683
5/28/95	53	108.59885227
6/28/95	54	108.51373301
7/28/95	55	108.42570257
8/28/95	56	108.33468177
9/28/95	57	108.24068389
10/28/95	58	108.14368624
11/28/95	59	108.04367708
12/28/95	60	107.94064236
1/28/96	61	107.83456469
2/28/96	62	107.72542988
3/28/96	63	107.61322154
4/28/96	64	107.49793013
5/28/96	65	107.37953262
6/28/96	66	107.25801907
7/28/96	67	107.13337185
8/28/96	68	107.00557121
9/28/96	69	106.87460817
10/28/96	70	106.74046389
11/28/96	71	106.60311920
12/28/96	72	106.46256594
1/28/97	73	106.31878032
2/28/97	74	106.17174788
3/28/97	75	106.02145607
4/28/97	76	105.87137999
5/28/97	77	105.71802301
6/28/97	78	105.56488014
7/28/97	79	105.40844107
8/28/97	80	105.26869707
9/28/97	81	105.08912306
10/28/97	82	104.92623238
11/28/97	83	104.76000479

12/28/97	84	104.99391868
1/28/98	85	104.43448105
2/28/98	86	104.25167735
3/28/98	87	104.07704205
4/28/98	88	103.90601579
5/28/98	89	103.73161977
6/28/98	90	103.56083601
7/28/98	91	103.39568554
8/28/98	92	103.20915340
9/28/98	93	103.08522198
10/28/98	94	102.85791276
11/28/98	95	102.67720698
12/28/98	96	102.50009117
1/28/99	97	102.14922639
2/28/99	98	101.79944025
3/28/99	99	101.43581977
4/28/99	100	101.08181921
5/28/99	101	100.72288736
6/28/99	102	100.36757033
7/28/99	103	100.00731694
8/28/99	104	99.64210221
9/28/99	105	99.28047545
10/28/99	106	98.91388371
11/28/99	107	98.54230191
12/28/99	108	98.17427925
1/28/ 0	109	97.80126267
2/28/ 0	110	97.42322699
3/28/ 0	111	97.04395776
4/28/ 0	112	96.66821378
5/28/ 0	113	96.28746357
6/28/ 0	114	95.91019258
7/28/ 0	115	95.52791033
8/28/ 0	116	95.14057048
9/28/ 0	117	94.75672257
10/28/ 0	118	94.36781271
11/28/ 0	119	93.97381612
12/28/ 0	120	93.58528147
1/28/ 1	121	93.18765537
2/28/ 1	122	92.78691281
3/28/ 1	123	92.38485752
4/28/ 1	124	91.98618952
5/28/ 1	125	91.58241646
6/28/ 1	126	91.18206383
7/28/ 1	127	90.77657978
8/28/ 1	128	90.36593869
9/28/ 1	129	89.95868923
10/28/ 1	130	89.54627779
11/28/ 1	131	89.12867867
12/28/ 1	132	88.71444041

1/28/ 2	133	86.29300251
2/28/ 2	134	87.87039934
3/28/ 2	135	87.44427599
4/28/ 2	136	87.02151687
5/28/ 2	137	86.59553001
6/28/ 2	138	86.1686057
7/28/ 2	139	85.73875637
8/28/ 2	140	85.30579150
9/28/ 2	141	84.87191429
10/28/ 2	142	84.43477082
11/28/ 2	143	83.99233806
12/28/ 2	144	83.55315523
1/28/ 3	145	83.10867751
2/28/ 3	146	82.65887516
3/28/ 3	147	82.20753334
4/28/ 3	148	81.75940975
5/28/ 3	149	81.30579190
6/28/ 3	150	80.8570463
7/28/ 3	151	80.40011547
8/28/ 3	152	79.93913815
9/28/ 3	153	79.48138070
10/28/ 3	154	79.01822850
11/28/ 3	155	78.54967638
12/28/ 3	156	78.08427407
1/28/ 4	157	77.61345863
2/28/ 4	158	77.13721280
3/28/ 4	159	76.65973172
4/28/ 4	160	76.18453012
5/28/ 4	161	75.70428844
6/28/ 4	162	75.22716675
7/28/ 4	163	74.74438225
8/28/ 4	164	74.25651837
9/28/ 4	165	73.77152284
10/28/ 4	166	73.28104112
11/28/ 4	167	72.78504654
12/28/ 4	168	72.29208672
1/28/ 5	169	71.79360702
2/28/ 5	170	71.28558066
3/28/ 5	171	70.78379162
4/28/ 5	172	70.28099716
5/28/ 5	173	69.77264418
6/28/ 5	174	69.26727693
7/28/ 5	175	68.75634230
8/28/ 5	176	68.23981343
9/28/ 5	177	67.72623776
10/28/ 5	178	67.20705844
11/28/ 5	179	66.68225433
12/28/ 5	180	66.16036733
1/28/ 6	181	65.63284356
2/28/ 6	182	65.09985643

3/28/ 6	183	64.56489110
4/28/ 6	184	64.06363357
5/28/ 6	185	63.55716825
6/28/ 6	186	63.05497473
7/28/ 6	187	62.60743899
8/28/ 6	188	62.13452850
9/28/ 6	189	61.67603378
10/28/ 6	190	61.22233342
11/28/ 6	191	60.76340583
12/28/ 6	192	60.00000000