

REBOUL, MACMURRAY, HEWITT, MAYNARD & KRISTOL

45 ROCKEFELLER PLAZA

NEW YORK, N. Y. 10111

17231
RECORDATION NO. FILED 1991

FEB 22 1991 - 2:00 PM

INTERSTATE COMMERCE COMMISSION

February 21, 1991

1-053A032

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MICHAEL DOWNEY RICE
COUNSEL

FEB 22 2 27 PM '91
MOTOR C. EXAMINING UNIT

- WILLIAM J HEWITT
- HOWARD G KRISTOL
- JOHN C MACMURRAY
- JOHN MAYNARD
- JOHN W REBOUL
- WAYNE A CROSS
- WILLIAM F MCCORMACK
- JOHN C NOVOGROD
- ROBERT SCHEFF
- ROBERT A SCHWED
- DAVID S ELKIND
- CHARLES D UNIMAN
- ROBERT P DEVLIN
- JAMES E MAGEE (D C BAR)
- ROBERT L SILLS
- CHARLES W SPRAGUE
- WILLIAM I SUSSMAN
- MARK J TANNENBAUM
- ANDREW P TASHMAN
- ROBERT M PEAK
- ROBERT COULTAS
- EDWARD A McDONALD

Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary:

We have enclosed five counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code:

Lease of Railroad Equipment, dated January 1st, 1991, a primary document.

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

Lessee
CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201

Owner and Lessor
General Electric Capital Corporation
1600 Summer Street, Sixth Floor
Stamford, Connecticut 06927

The equipment covered by the document consists of 976 50' 6", 70-ton capacity, general service box cars, bearing the road numbers CSX Transportation, Inc., set forth in Schedule A hereto.

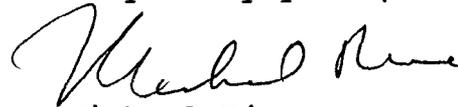
A short summary of the document to appear in the index is as follows:

5 counterparts - Jennifer A. Mitchell

Lease of Railroad Equipment dated January 1, 1991, between CSX Transportation, Inc., as lessee, and General Electric Capital Corporation, as owner and lessor covering 976 50' 6", 70-ton capacity, general service box cars, bearing the road numbers CXS Transportation, Inc., in the series 141000-141999.

A fee of \$15 is enclosed. Please return any extra copies not needed by the Commission for recordation to James E. Magee, Esq., 1111 19th Street, N.W. Washington, D.C. 20036.

Very truly yours,


Michael Rice

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

2/22/91

Michael Rice
Reboul, MacMurray, Hewitt, Maynard & Kristol
45 Rockefeller Plaza
New York, New York 10111

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/22/91 at 2:30PM, and assigned recordation number(s). 17231 and 8111-C,13962-B

RECORDED NO. 8111-C FILED 1425
FEB 22 1991 2 55 PM
INTERSTATE COMMERCE COMMISSION

Sincerely yours,

Sidney L. Strickland, Jr.
Sidney L. Strickland, Jr.
Secretary

SCHEDULE A

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identifying Numbers (All Sets Inclusive)</u>
50' 6", 70-ton capacity, general service box car, AAR mechanical designation XM	976	CSXT 141000-141005 141007-141048 141050-141092 141094-141101 141103-141139 141141-141143 141145-141294 141296-141388 141390-141479 141481-141482 141484-141503 141505-141534 141536-141621 141623-141630 141632-141665 141667-141700 141702-141710 141712-141714 141716-141723 141725-141866 141868-141908 141911-141957 141959-141990 141992-141999

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INTERSTATE COMMERCE COMMISSION

LEASE OF RAILROAD EQUIPMENT

Dated as of January 1, 1991

between

CSX TRANSPORTATION, INC.

and

GENERAL ELECTRIC CAPITAL CORPORATION

Covering 976 70-ton, General Purpose Boxcars

LEASE OF RAILROAD EQUIPMENT dated as of January 1, 1991, between CSX TRANSPORTATION, INC., a Virginia corporation (hereinafter called the **Lessee**), and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (hereinafter called the **Owner**).

WHEREAS the Owner is the owner of 976 70-ton general-purpose box cars;

WHEREAS the Owner wishes to lease to the Lessee said box cars, or such lesser number as are available to the Owner on January 1, 1991 (hereinafter called the **Units**, and identified by the road numbers of the Lessee set forth in Schedule A hereto), and the Lessee is willing to lease the same from the Owner; and

WHEREAS the Owner is willing to pay the cost of refurbishment of certain of the Units, and to enter into a new lease, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Owner hereby agrees to lease the Units to the Lessee, upon the following terms and conditions:

§1. Net Lease. This Lease is a net lease. The Lessee's obligation to pay all rents and other amounts hereunder shall be absolute and unconditional and, except as herein provided, the Lessee shall not be entitled to any abatement of rent, reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due or alleged to be due by reason of any past, present or future claims of the Lessee against the Owner; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Owner or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of the Units from whatsoever cause including, but not limited to, any liens, encumbrances or rights of others with respect to any of the Units, the prohibition of or other restriction against the Lessee's use of all or any of the Units, the interference with such use by any person or entity, the invalidity or unenforceability or lack of due authorization of this Lease, any insolvency of or the bankruptcy, reorganization or similar proceeding against the Lessee, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein

Lease

provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it by statute or otherwise to terminate, cancel, quit or surrender the lease of any of the Units except in accordance with the express terms hereof. Each rental or other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Owner for any reason whatsoever.

§2. Delivery and Acceptance of Units. The Lessee agrees that the execution and delivery of this Lease by the Owner shall constitute delivery of the Units subject to this Lease, on and as of January 1, 1991, and the execution and delivery of this Lease by the Lessee shall constitute acceptance of such Units under this Lease.

§3. Rentals. The Lessee agrees to pay to the Owner, as rent for each Unit subject to this Lease, 20 consecutive semiannual payments, payable on January 1, and July 1, of each year commencing July 1, 1991. Each of such semiannual rent payments in respect of any Unit shall be in the amount set forth in the rent supplement hereto covering such Unit.

If any of the semiannual rental payment dates referred to above is not a business day in Connecticut, New York, or Maryland, the semiannual rental payment otherwise payable on such date shall then be payable on the next succeeding business day, and no interest shall be payable for the period from and after the nominal date for payment thereof to such next succeeding business day.

The Lessee agrees to make each payment provided for herein as contemplated by this §3 in immediately available funds on the date due at Bankers Trust Company, New York, New York, ABA No. 210-0103-3, for GECC/T&I Depository Account, account no. 50-205-776, or at such other address as the Owner may specify from time to time by notice to the Lessee.

§4. Term of Lease. The term of this Lease as to each Unit shall commence on January 1, 1991, and, subject to the provisions of §§7, 10 and 13 hereof shall terminate on January 1, 2001. The obligations of the Lessee hereunder (including, but not limited to, the obligations under §§6, 7, 9 and 14 hereof) shall survive the expiration of the term of this Lease.

§5. Identification Marks. The Lessee will cause each Unit to be kept numbered with its identifying number as set forth in Schedule A hereto, or in the case of any Unit not there listed

Lease

such identifying number as shall be set forth in any amendment or supplement hereto extending this Lease to cover such Unit, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the words "Ownership Subject to an Agreement Filed with the Interstate Commerce Commission" or other appropriate words designated by the Owner with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Owner's title to and property in such Unit and the rights of the Owner under this Lease. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such name and words shall have been so marked on both sides thereof and will replace promptly any such name and words which may be removed, defaced or destroyed. The Lessee will not change the identifying number of any Unit unless and until (i) a statement of new number or numbers to be substituted therefor shall have been filed with the Owner and filed, recorded and deposited by the Lessee in all public offices where this Lease shall have been filed, recorded and deposited and (ii) the Lessee shall have furnished the Owner an opinion of counsel to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect the and the Owner's interests in such Units and no filing, recording, deposit or giving of notice with or to any other federal, state or local government or agency thereof is necessary to protect the interests of the Owner in such Units.

The Units may be lettered with the names or initials or other insignia customarily used by the Lessee or its affiliates. Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on any Unit as a designation that might be interpreted as a claim of ownership.

§6. Taxes. Whether or not any of the transactions contemplated hereby are consummated, the Lessee agrees to pay, and to indemnify and hold the Owner and any assignee of the Owner harmless from, all taxes, assessments, fees and charges of any nature whatsoever, together with any penalties, fines, additions to tax or interest thereon, howsoever imposed, whether levied or imposed upon the Owner, the Lessee, or otherwise, by any federal, state or local government or governmental subdivision in the United States or by any foreign country or subdivision thereof, upon or with respect to: any Unit or any part thereof; the purchase ownership, delivery, leasing, possession, use, operation, transfer of title, return or other disposition thereof; the indebtedness with respect thereto; the rentals, receipts or earnings arising therefrom; this Lease, the refurbishment contract contemplated hereby, any payment made

Lease

pursuant to any such agreement; or any income or other proceeds received with respect to the Units (all such taxes, assessments, fees, charges, penalties, fines, additions to tax and interest imposed as aforesaid being hereinafter called "Taxes"); excluding, however, (i) Taxes of the United States or of any state or political subdivision thereof and (if and to the extent that any person indemnified hereunder is entitled to a credit therefor against its United States Federal income taxes) of any foreign country or subdivision thereof, imposed on or measured solely by the net income or excess profits of the Owner, other than Taxes arising out of or imposed in respect of the receipt of indemnification payments pursuant to this Lease, provided that such Taxes of any foreign country or subdivision thereof incurred as a result of the indemnified party being taxed by such foreign country or jurisdiction on its worldwide income without regard to the transactions contemplated by this Lease shall be excluded whether or not the indemnified party is entitled to a credit against its United States Federal income taxes; (ii) any Taxes imposed as a direct result of a voluntary transfer or other voluntary disposition by the Owner or any transfer or disposition by the Owner resulting from bankruptcy or other proceedings for the relief of creditors in which the Owner is the debtor, whether voluntary or involuntary, of any interest in any Unit or interest in rents under this Lease; (iii) Taxes which are imposed on or measured solely by the net income of the Owner if and to the extent that such Taxes are in substitution for or reduce the Taxes payable by any other person which the Lessee has not agreed to pay or indemnify against pursuant to this §6; (iv) any minimum tax; and (v) in the case of any assignee or transferee of the Owner, any Taxes in excess of the amount of Taxes that would have been incurred if the Owner had not so assigned or transferred the Units or this Lease; provided, however, that the Lessee shall not be required to pay any Taxes during the period it may be contesting the same in the manner provided in the next succeeding paragraph. The Lessee further agrees to pay on or before the time or times prescribed by law any tax imposed on or measured solely by the net income of the Lessee (or the affiliated group, within the meaning of section 1504 of the Internal Revenue Code of 1986, as amended, of which the Lessee is a member) under the laws of the United States or of any state or political subdivision thereof, or of any foreign country or subdivision thereof which, if unpaid, might result in a lien or other encumbrance upon any Unit; provided, however, that the Lessee shall not be required to pay any such tax during the period it may be contesting the same.

If claim is made against the Owner for any Taxes indemnified against under this §6, the Owner shall promptly notify the Lessee. If reasonably requested by the Lessee in writing, the Owner shall, upon receipt of any indemnity satisfactory to it and to the Owner for all costs, expenses, losses, legal and

Lease

accountants' fees and disbursements, penalties, fines, additions to tax and interest, and at the expense of the Lessee, contest in good faith the validity, applicability or amount of such Taxes by (a) resisting payment thereof if possible, (b) not paying the same except under protest, if protest is necessary and proper, and (c) if payment is made, using reasonable efforts to obtain a refund thereof in appropriate administrative or judicial proceedings, or both. The Lessee may also contest, at its own expense, the validity, applicability or amount of such Taxes in the name of the Owner; provided that, no proceeding or actions relating to such contest shall be commenced (nor shall any pleading, motion, brief or other paper be submitted or filed in the name of the Owner in any such proceeding or action) without the prior written consent of the Owner. If the Owner shall obtain a refund of all or any part of such Taxes previously reimbursed by the Lessee in connection with any such contest or an amount representing interest thereon, the Owner shall pay the Lessee the amount of such refund or interest net of expenses; provided, however, that no Event of Default and no event which with notice or lapse of time or both would constitute an Event of Default shall have occurred and be continuing.

In case any report or return is required to be made with respect to any obligation of the Lessee under this §6 or arising out of this §6, except obligations resulting from the second sentence of the first paragraph of this §6, the Lessee shall either make such report or return in such manner as will show the interests of the Owner in the Units, or shall promptly notify the Owner of such requirement and shall make such report or return in such manner as shall be satisfactory to the Owner. All costs and expenses (including legal and accountants' fees) of preparing any such return or report shall be borne by the Lessee.

All the obligations of the Lessee under this §6 shall survive and continue, but only with respect to periods included in the term of this Lease, notwithstanding the termination of this Lease.

§7. Payment for Casualty Occurrences. In the event that any Unit shall be become worn out, lost, stolen, destroyed, irreparably damaged, or permanently rendered unfit for use from any cause whatsoever, or taken or requisitioned by condemnation or otherwise resulting in loss of possession by the Lessee for a period of 90 consecutive days, except requisition for use by the United States Government (such occurrences being hereinafter called Casualty Occurrences) during the term of this Lease, or until such Unit shall have been returned in the manner provided in §11 or §14 hereof, the Lessee shall promptly and fully notify the Owner with respect thereto. On the January 1 or July 1 next succeeding such notice the Lessee shall pay to the Owner an

Lease

amount equal to the rental payment or payments in respect of such Unit due and payable on such date plus a sum equal to the Casualty Value (as hereinafter defined) of such Unit as of the date of such payment. Upon the making of such payment by the Lessee in respect of any Unit, the rent for such Unit shall cease to accrue, the term of this Lease as to such Unit shall terminate.

If the date upon which the making of such payment by the Lessee in respect of any Unit is required as aforesaid shall be after the term of this Lease in respect of such Unit has expired, no rent for such Unit shall accrue after the end of such term but the Lessee, in addition to paying the Casualty Value for such Unit (which shall be the amount indicated in the rent supplement hereto for such Unit for the last rental payment date), shall pay interest thereon from the end of such term to the date of such payment at the rate of interest announced from time to time by Manufacturers Hanover Trust Company, New York, New York, as its "prime rate."

The Owner hereby appoints the Lessee its agent to dispose of any Unit suffering a Casualty Occurrence or any component thereof before and after the expiration of this Lease, at the best price obtainable on an "as is, where is" basis. Provided that the Lessee has previously paid the Casualty Value to the Owner, the Lessee shall be entitled to the proceeds of such sale.

The Casualty Value of each Unit as of the payment date on which payment is to be made as aforesaid shall be that set forth in the rent supplement hereto for such Unit opposite such date.

In the event of the requisition for use by the United States Government of any Unit during the term of this Lease or any renewal thereof, all of the Lessee's obligations under this Lease with respect to such Unit shall continue to the same extent as if such requisition had not occurred, except that if such Unit is returned by the Government at any time after the end of the term of this Lease or any renewal thereof, the Lessee shall be obligated to return such Unit to the Owner pursuant to §11 or §14 hereof, as the case may be, promptly upon such return by the Government rather than at the end of the term of this Lease or any renewal thereof, but Lessee shall in all other respects comply with the provisions of said §11 or §14, as the case may be, with respect to such Unit. All payments received by the Owner or the Lessee from the Government for the use of such Unit during the term of this Lease or any renewal thereof shall be paid over to, or retained by, the Lessee provided no Event of Default (or other event which after notice or lapse of time or both would become an Event of Default) shall have occurred and be continuing; and all payments received by the Owner or the Lessee

Lease

from the Government for the use of such Unit after the term of this Lease or any renewal thereof, shall be paid over to, or retained by, the Owner.

Except as hereinabove in this §7 provided, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Unit from and after the date hereof.

The Lessee shall at all times while this Lease is in effect maintain or cause to be maintained, property, casualty and public liability insurance in respect of the Units at the time subject hereto, at least in amounts and against risks customarily insured against by Lessee on similar equipment owned by it.

§8. Reports; Financial Disclosure. On or before April 1 in each year, commencing with the calendar year 1991, the Lessee will furnish to the Owner an accurate statement (a) setting forth as at the preceding December 31 the amount, description and numbers of all Units then leased hereunder, the amount, description and numbers of all Units that have suffered a Casualty Occurrence or to the knowledge of the Lessee are then undergoing repairs (other than running repairs) or are then withdrawn from use pending repairs (other than running repairs) and such other information regarding the condition and state of repair of the Units as the Owner may reasonably request and (b) stating that, in the case of all Units repainted or repaired during the period covered by such statement, the numbers and the markings required by §5 hereof have been preserved or replaced. The Owner shall have the right by its agents, to inspect the Units and the Lessee's records with respect thereto at such reasonable times as the Owner may request during the continuance of this Lease. The Lessee shall deliver to the Owner promptly upon transmission thereof, copies of all periodic reports which the Lessee files with the Securities and Exchange Commission (or any governmental body or agency succeeding to the functions of the Securities and Exchange Commission), and a copy of Lessee's Annual Report R-1 which it files with the Interstate Commerce Commission.

§9. Disclaimer of Warranties; Compliance with Laws and Rules; Maintenance; Indemnification. THE OWNER DOES NOT MAKE, HAS NOT MADE, AND SHALL NOT BE DEEMED TO MAKE OR HAVE MADE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE UNITS DELIVERED TO THE LESSEE HEREUNDER, AND THE OWNER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY PARTICULAR PURPOSE OR AS TO TITLE TO THE UNITS OR ANY COMPONENT THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY UNIT (EITHER

Lease

UPON DELIVERY THEREOF TO THE LESSEE OR OTHERWISE), IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE OWNER AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE; but the Owner agrees to and hereby does to the extent legally possible without impairing any claim, right, or cause of action hereinafter referred to, assign, set over, and deliver to the Lessee every warranty and every claim, right, or cause of action that the Owner has or hereafter shall have against the builders or refurbishers of the Units. The Owner shall have no responsibility or liability to the Lessee or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Units or by any inadequacy thereof or deficiency or defect therein or by any other circumstance in connection therewith; (ii) the use, operation or performance of any Units or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Units. The Lessee's execution of this Lease shall be conclusive evidence as between the Lessee and the Owner that the Units are in all the foregoing respects satisfactory to the Lessee, and the Lessee will not assert any claim of any nature whatsoever against the Owner based on any of the foregoing matters.

The Lessee agrees, for the benefit of the Owner, to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each Unit) with all laws of the jurisdictions in which its operations involving the Units may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units and in the event that such laws or rules require any alteration, replacement or addition of or to any part on any Unit, the Lessee will fully conform therewith at its own expense; provided, however, that the Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Owner, adversely affect the property or rights of the Owner under this Lease.

The Lessee agrees that, at its own cost and expense, it will maintain and keep each Unit (including any parts installed on or replacements made to any Unit and considered an accession thereto as hereinbelow provided) which is subject to this Lease in good order and proper repair.

Lease

Any and all additions to any Unit and any and all parts installed on or replacements made to any Unit (other than any special devices, racks or assemblies at any time attached or affixed to any such Unit, the cost or purchase price of which was not included in the original purchase price of such Unit (including the cost of refurbishment contemplated hereby) and which are not required for the operation or use of such Unit by the Interstate Commerce Commission, the United States Department of Transportation or any other legislative, executive, administrative or judicial body exercising any power or jurisdiction of such Unit) shall be considered accessions to such Unit and, without cost or expense to the Owner, there shall immediately be vested in the Owner the same interests in such accessions as the interests of the Owner in such Unit. The Lessee may make alterations or modifications to any Unit so long as they do not affect the value of such Unit materially and adversely. The Lessee shall not permit any special device, rack or assembly to be attached or affixed to any Unit which may not be readily removed from such Unit without materially impairing such Unit or the value thereof unless such special device, rack or assembly is to be considered an accession to such Unit.

The Lessee shall pay, and shall protect, indemnify and hold the Owner and any assignee thereof, and their respective successors, assigns, agents and servants (hereinafter called Indemnified Persons), harmless from and against any and all causes of action, suits, penalties, claims, demands or judgments, of any nature whatsoever which may be imposed on, incurred by or asserted against any Indemnified Person (including any or all liabilities, obligations, damages, costs, disbursements, expenses [including without limitation attorneys' fees and expenses of any Indemnified Person] relating thereto) in any way relating to or arising, or alleged to arise out of this Lease or the Units, including without limitation those in any way relating to or arising or alleged to arise out of (i) the manufacture, construction, refurbishment, purchase, acceptance, rejection, ownership, delivery, non-delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Unit or portion thereof, (ii) any latent and other defects whether or not discoverable by the Owner or the Lessee, (iii) any claim for patent, trademark or copyright infringement, (iv) any claims based on strict liability in tort, (v) any injury to or the death of any person or any damage to or loss of property on or near the Units or in any manner growing out of or concerned with, or alleged to grow out of or be connected with, the ownership, use, replacement, adaptation or maintenance of the Units or of any other equipment in connection with the Units (whether owned or under the control of the Owner, the Lessee or any other person) or resulting or alleged to result from the condition of any thereof, (vi) any violation or alleged

Lease

violation, of any provision of this Lease (except by the Owner) or of any agreements, law, rule, regulation, ordinance or restriction, affecting or applicable to the Units or the leasing, ownership, use, replacement, adaptation or maintenance thereof, or, (vii) any claim arising out of any existing lease and the instruments related thereto, except to the extent such claim arises from an act or omission of the Indemnified Person. The Lessee shall be obligated under this §9, irrespective of whether any Indemnified Person shall also be indemnified with respect to the same matter under any other agreement by any other person, and the Indemnified Person seeking to enforce the indemnification may proceed directly against the Lessee under this §9 without first resorting to any such other rights of indemnification. In case any action, suit or proceeding is brought against any Indemnified Person in connection with any claim indemnified against hereunder, the Lessee may and, upon such Indemnified Person's request, will at the Lessee's expense resist and defend such action, suit or proceeding, or cause the same to be resisted or defended by counsel selected by the Lessee and approved by such Indemnified Person, as the case may be, and, in the event of any failure by Lessee to do so, the Lessee shall pay all costs and expenses (including without limitation attorneys' fees and expenses) incurred by such Indemnified Person in connection with such action, suit or proceeding. In the event the Lessee is required to make any payment under this §9, the Lessee shall pay such Indemnified Person an amount which, after deduction of all taxes required to be paid by such Indemnified Person, as the case may be, in respect of the receipt thereof under the laws of the United States or of any political subdivision thereof (after giving credit for any savings in respect of any such taxes by reason of deductions, credits or allowances in respect of the payment of the expense indemnified against, and of any other such taxes as determined in the sole discretion of the Indemnified Person), shall be equal to the amount of such payment. The Lessee and the Owner each agrees to give each other promptly upon obtaining knowledge thereof written notice of any claim or liability hereby indemnified against. Upon the payment in full of any indemnities as contained in this §9 by the Lessee, and provided that no Event of Default (or other event which with lapse of time or notice or both would constitute an Event of Default) shall have occurred and be continuing, the Lessee shall be subrogated to any right of such Indemnified Person in respect of the matter against which indemnity has been given. Any payments received by such Indemnified Person from any person (except the Lessee) as a result of any matter with respect to which such Indemnified Person has been indemnified by the Lessee pursuant to this §9 shall be paid over to the Lessee to the extent necessary to reimburse the Lessee for indemnification payments previously made.

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The indemnities contained in this §9 shall survive the expiration or termination of this Lease with respect to all events, facts, conditions or other circumstances occurring or existing prior to such expiration or termination and are expressly made for the benefit of, and shall be enforceable by, any Indemnified Person. None of the Indemnities in this §9 shall be deemed to create any rights of subrogation in any insurer or third party against the Lessee therefor, from or under any Indemnified Person, whether because of any claim paid or defense provided for the benefit thereof or otherwise.

The Lessee agrees to prepare and deliver to the Owner within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Owner) any and all reports (other than income tax returns) to be filed by the Owner with any federal, state or other regulatory authority by reason of the ownership by the Owner of the Units or the leasing thereof to the Lessee.

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

A. payment of any part of the rent provided in §3 hereof or payment in respect of any Casualty Occurrence pursuant to §7 hereof shall not be made by or on behalf of the Lessee, and such failure to make payment shall continue for five business days after such payment is due; or

B. default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein or undertakings made in connection herewith, and such default shall continue for 30 days after written notice from the Owner to the Lessee specifying the default and demanding that the same be remedied, unless such default is curable, requires additional time to effect a cure, and the Lessee is diligently attempting to effect such cure and does effect such cure within 180 days of such notice; or

C. a petition for reorganization under Title 11 of the United States Code, as now constituted or as said Title 11 may be hereafter amended, shall be filed by or against the Lessee and, unless such petition shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee hereunder shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed

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(whether or not subject to ratification) in such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees, within 30 days after such appointment, if any, or 60 days after such petition shall have been filed, whichever shall be earlier; or

D. any proceedings shall be commenced by or against the Lessee for any relief which includes, or might result in, any modification of the obligations of the Lessee hereunder under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extension (other than a law which does not permit any readjustments of the obligations of the Lessee hereunder), and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier;

then, in any such case, the Owner, at its option, may,

(a) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon the Owner may by its agents enter upon the premises of the Lessee or other premises, in so far as the Lessee may be lawfully authorized to so permit, where any of the Units may be located, without judicial process if this can be done without breach of the peace and in accordance with due process of law, and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the

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(whether or not subject to ratification) in such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees, within 30 days after such appointment, if any, or 60 days after such petition shall have been filed, whichever shall be earlier; or

D. any proceedings shall be commenced by or against the Lessee for any relief which includes, or might result in, any modification of the obligations of the Lessee hereunder under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extension (other than a law which does not permit any readjustments of the obligations of the Lessee hereunder), and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier;

then, in any such case, the Owner, at its option, may,

(a) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon the Owner may by its agents enter upon the premises of the Lessee or other premises, in so far as the Lessee may be lawfully authorized to so permit, where any of the Units may be located, without judicial process if this can be done without breach of the peace and in accordance with due process of law, and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the

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Lessee, or its successors or assigns, to use the Units for any purposes whatever; but the Owner shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which have accrued to the date of such termination (computing the rent for any number of days less than a full rental period by multiplying the rent for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Unit, which represents the excess of (x) the present value, at the time of such termination, of the entire unpaid balance of all rent for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over (y) the then present value of the rents which the Owner reasonably estimates to be obtainable for the Unit during such period, such present value to be computed in each case on the basis of a 6% per annum discount, compounded semiannually from the respective dates upon which rents would have been payable hereunder had this Lease not been terminated, and (ii) any damages and expenses, including reasonable attorneys' fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant, representation or warranty of this Lease other than for the payment of rent.

The remedies in this Lease provided in favor of the Owner shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

The failure of the Owner to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

The Lessee also agrees to furnish the Owner, promptly upon any responsible officer's becoming aware of any condition which constitutes an Event of Default under the Lease or which, after notice or lapse of time or both, would constitute such an Event

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of Default, written notice specifying such condition and the nature and status thereof. For the purposes of this Section, a "responsible officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of the Lessee in this Lease contained, any corporate officer of the Lessee who in the normal performance of his operational responsibilities would have knowledge of such matter and the requirements of this Lease with respect thereto.

§11. Return of Units upon Default. If this Lease shall terminate pursuant to §10 hereof, the Lessee shall forthwith deliver possession of the Units to the Owner and shall give prompt telegraphic and written notice to the Association of American Railroads and all railroads having possession of any Unit so to return such Units. Each Unit returned to the Owner pursuant to this §11 shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear and modifications, if any, permitted by this Lease excepted, (ii) have attached or affixed thereto any special device, rack or assembly considered an accession thereto as provided in §9 hereof and have removed therefrom any special device, rack or assembly not so considered an accession thereto and (iii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable. For the purpose of delivering possession of any Unit or Units to the Owner as above required, the Lessee shall at its own cost, expense and risk:

(a) forthwith and in the usual manner cause such Units to be transported to such location as shall reasonably be designated by the Owner and there assembled,

(b) furnish and arrange for the Owner to store such Units on any lines of railroad or premises approved by the Owner until such Units have been sold, leased or otherwise disposed of by the Owner, and

(c) cause the Units to be moved to such interchange point or points as shall be designated by the Owner upon any sale, lease or other disposal of all or any of the Units.

The assembling, delivery, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Owner shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. During any storage period, the Lessee will permit the Owner or any person designated by it, including the authorized representative or

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representatives of any prospective purchaser of any such Unit, to inspect the same. If any such Unit shall not have been assembled, delivered and stored, as hereinbefore provided, by the date of the sale, lease, or other disposition of the Units pursuant to the exercise of the remedies of the Owner hereunder, the Lessee shall pay to the Owner or to the order of the Owner the per diem interchange for such Units for each day from the date of such sale, lease, or other disposition to the date of delivery to the purchaser or lessee thereof.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this §11, the Lessee hereby irrevocably appoints the Owner as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Owner, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be in possession of such Unit at the time.

§12. Assignment; Possession and Use. This Lease shall be assignable in whole by the Owner without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Owner except upon written notice of such assignment from the Owner. All the rights of the Owner hereunder (including, but not limited to, the rights under §§6, 7 and 10 and the rights to receive the rents payable under this Lease) shall inure to the benefit of the Owner and the Owner's assigns.

So long as no Event of Default exists hereunder and the Lessee shall have fully complied with the provisions of this §12, the Lessee shall be entitled to the possession of the Units and also to sublease the Units to, or to permit their use under the terms of car contracts by, a sublessee or user incorporated in the United States of America (or any State thereof or in the District of Columbia), upon lines of railroad owned or operated by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia), or over which such railroad company or companies have trackage rights or rights for operation of their trains, and upon connecting and other carriers in the usual interchange of traffic in the continental United States, Canada and Mexico, but only upon and subject to all the terms and conditions of this Lease; provided, however, that if the Lessee subleases or permits the use of any Unit in Canada (or any Province or Territory thereof) or in Mexico (or any State or the Federal District thereof), the Lessee shall, except as otherwise provided in §15 hereof, first have (a) taken all necessary action to protect the right, title and interest of the Owner in the Units to be so subleased or used and (b) furnished the Owner with an opinion of Canadian or Mexican counsel, as the case may be, satisfactory to the Owner,

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to the effect that such action is all that is necessary to protect the right, title and interest of the Owner in such Units; provided, further, that no Units shall be used predominantly outside the United States of America within the meaning of section 48(a) of the Internal Revenue Code of 1986, as amended to the date hereof.

Any such sublease may provide that the sublessee, so long as it shall not be in default under such sublease, shall be entitled to the possession of the Units included in such sublease and the use thereof; provided, however, that every such sublease shall be subject to the rights and remedies of the Owner under this Lease.

The Lessee, at its own expense, will as soon as possible cause to be duly discharged any lien, charge, security interest or other encumbrance (except any sublease or car contract as aforesaid and other than an encumbrance resulting from claims against the Owner not related to the ownership or leasing of the Units) which may at any time be imposed on or with respect to any Unit including any accession thereto or the interest of the Owner therein. The Lessee shall not, without the prior written consent of the Owner, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of this §12.

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

§13. Purchase and Renewal Options. Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may by written notice delivered to the Owner not less than one year prior to the end of the term of this Lease, elect (a) to extend the term of this Lease in respect of all but not fewer than all of the Units then covered by this Lease, for an additional period of not less than five years commencing on the scheduled expiration of any extended term of this Lease, at a "Fair Market Rent" payable in semiannual payments on the semiannual anniversaries of the expiration of

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this Lease, or (b) to purchase all but no fewer than all of the Units then subject to this Lease, at the "Fair Market Value" thereof.

Fair Market Rent or Fair Market Value shall be determined on the basis of, and shall be equal in amount to, the rent or price that would obtain in an arm's-length transaction between an informed and willing lessee or buyer (other than a lessee or buyer currently in possession) and an informed and willing owner under no compulsion to lease or sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such rent or price. If, after 60 days from the giving of notice by the Lessee of the Lessee's election to extend the term of this Lease or purchase the Units, the Owner and the Lessee are unable to agree upon a determination of the Fair Market Rent or Fair Market Value of the Units, as the case may be, such rent or value shall be determined in accordance with the foregoing definition by the following procedure: If either party to such determination shall have given written notice to the other requesting determination of such rent or value by this appraisal procedure, the parties shall consult for the purpose of appointing a qualified independent appraiser by mutual agreement. If no such appraiser is so appointed within 20 business days after such notice is given, each party shall appoint an independent appraiser within 25 business days after such notice is given, and the two appraisers so appointed shall within 35 business days after such notice is given appoint a third independent appraiser. If no such third appraiser is appointed within 35 business days after such notice is given, either party may apply, to make such appointment, to the American Arbitration Association, and both parties shall be bound by any appointment so made. Any appraiser or appraisers appointed pursuant to the foregoing procedure shall be instructed to determine the Fair Market Rent or Fair Market Value of the Units, as the case may be, within 90 days after his or their appointment. If the parties shall have appointed a single appraiser or if either party shall have failed to appoint an appraiser, the determination of Fair Market Rent or Fair Market Value of the single appraiser appointed shall be final. If three appraisers shall be appointed, the determination of the appraiser which differs most from the other two appraisers shall be excluded, the remaining two determinations shall be averaged and such latter average shall be final and binding upon the parties hereto as the Fair Market Rent or Fair Market Value, as the case may be. The appraisal proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association as in effect on the date hereof, except as modified hereby. The provision for this appraisal procedure shall be the exclusive means of determining Fair Market Rent or Fair Market Value and shall be in lieu of any judicial or other procedure for the

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determination thereof, and each party hereto hereby consents and agrees not to assert any judicial or other procedures. The expenses of the appraisal procedure shall be borne by the Lessee.

§14. Return of Units upon Expiration of Term. As soon as practicable on or after the termination of the original or any extended term of this Lease, and in any event not later than 90 days thereafter, the Lessee will, at its own cost and expense, at the request of the Owner, cause each Unit to be transported to such point or points on the lines of railroad of the Lessee as shall be reasonably designated by the Owner immediately prior to such termination and arrange for the Owner to store such Unit on such lines of railroad of the Lessee approved by the Owner for a period not exceeding six months from the date such Unit is first placed in storage pursuant to this §14; the assembly, delivery, storage and transporting of such Unit to be at the expense and risk of the Lessee. During any such storage period the Lessee will permit the Owner or any person designated by it, including the authorized representative or representatives of any prospective purchaser of such Unit, to inspect the same; provided, however, that the Lessee shall not be liable except in the case of negligence or intentional act of the Lessee or of its employees or agents and, except to the extent otherwise provided by law, for any injury to or the death of any person exercising, either on behalf of the Owner or any prospective purchaser, the rights of inspection granted under this sentence. The assembly, delivery, storage and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Owner shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to cause the assembly, delivery, storage and transporting of the Units. Each Unit returned to the Owner pursuant to this §14 shall (i) be in the same operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted, (ii) have attached or affixed thereto any special device, rack or assembly considered an accession thereto as provided in §9 hereof and have removed therefrom any special device, rack or assembly not so considered an accession thereto and (iii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable.

§15. Recording. The Lessee, at its own expense, will cause this Lease and any assignment hereof to be filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303. The Lessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record (and will refile, re-register, deposit and re-deposit or re-record whenever required) any and all further instruments required by law or reasonably requested by the Owner

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if to the Owner, at P. O. Box 8300, Stamford, Connecticut 06904, attention of Manager - Operations, Transportation and Industrial Funding Corporation;

if to the Lessee, at 100 North Charles Street, Baltimore, Maryland 21201, attention of Treasurer;

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

§20. Lease Subordinate to Security Document. The lease of the Units contemplated hereby is intended to take effect upon expiration of an existing lease with respect to the Units, and no provision hereof is intended to be nor shall be deemed inconsistent with the rights and remedies of the parties thereto or any assignee thereof.

§21. No Recourse. No recourse shall be had in respect of any obligation due under this Lease, or referred to herein, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Owner or the Lessee, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of incorporators, stockholders, directors, officers, as such, being forever released as a condition of and as consideration for the execution of this Lease.

§22. Severability; Modification of Lease. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction, shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized signatories for the Owner and the Lessee.

§23. Third Party Beneficiaries. Except as set forth in §20 hereof, nothing in this Lease shall be deemed to create any right

Lease

in any person not a party hereto (other than the permitted successors and assigns of a party) and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

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

§25. Law Governing. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303.

§26. Continuity of Lessee's Obligations Under the Existing Lease. Anything herein to the contrary notwithstanding, the Lessee acknowledges and confirms that the execution and delivery of this Lease shall in no way affect the obligations of the Lessee under any existing lease and instruments related thereto, and such obligations shall continue in full force and effect whether such obligations are due as of the date hereof or mature at any time thereafter.

Lease

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

CSX TRANSPORTATION, INC.

[CORPORATE SEAL]

Attest:

R. J. Hochstadt
Assistant Secretary

By A. B. Martin
Treasurer

GENERAL ELECTRIC CAPITAL
CORPORATION

[CORPORATE SEAL]

Attest:

M. W. Lloyd

By J. M. Egan

Lease

STATE OF MARYLAND)
City) ss.:
COUNTY OF BALTIMORE)

On this 11th day of February, 1991, before me personally appeared *A. B. Aftora*, to me personally known who, being by me duly sworn, says that he is Treasurer of CSX TRANSPORTATION, INC. that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bealiah M. McCauley
Notary Public

My commission expires 11-1-93

[Notarial Seal]



STATE OF CONNECTICUT)
) ss.:
COUNTY OF FAIRFIELD)

On this 14th day of February, 1991, before me personally appeared *D. L. Eakin* me personally known, who, being by me duly sworn, says that he is *Manager-Operations* of GENERAL ELECTRIC CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kari L. Conti
Notary Public

[Notarial Seal]
My Commission expires:

KARI L. CONTI
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1995



Lease

SCHEDULE A

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Identifying Numbers (All Sets Inclusive)</u>
50' 6", 70-ton capacity, general service box car, AAR mechanical designation XM	976	CSXT 141000-141005 141007-141048 141050-141092 141094-141101 141103-141139 141141-141143 141145-141294 141296-141388 141390-141479 141481-141482 141484-141503 141505-141534 141536-141621 141623-141630 141632-141665 141667-141700 141702-141710 141712-141714 141716-141723 141725-141866 141868-141908 141911-141957 141959-141990 141992-141999