

**SIDLEY & AUSTIN**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

LOS ANGELES  
NEW YORK  
WASHINGTON, D.C.

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LONDON  
SINGAPORE  
TOKYO

FOUNDED 1866

WRITER'S DIRECT NUMBER

RECORDATION NO. 18352-E FILED 1425

March 15, 1995 MAR 16 1995 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

MAR 16 12 23 PM '95

RECEIVED  
OFFICE OF THE  
SECRETARY

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

Ladies and Gentlemen:

In accordance with the provisions of Section 11303 of Title 49 of the U.S. Code, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder ("Rules and Regulations"), enclosed herewith for filing and recordation are two executed and acknowledged originals of a Lease and Indenture Supplement No. 4 dated as of March 13, 1995 (the "Lease and Indenture Supplement No. 4").

The Lease and Indenture Supplement No. 4 is a secondary document as defined in the Rules and Regulations, and relates to (i) a Lease Agreement, a primary document, with Recordation Number 18352, (ii) an Indenture and Security Agreement, a primary document, with Recordation Number 18352-A, (iii) a Lease and Indenture Supplement No. 1, a secondary document, with Recordation Number 18352-B, (iv) a Release and Termination Agreement dated March 17, 1994, a secondary document, with Recordation Number 18352-C, and (v) a Lease and Indenture Supplement No. 2, a secondary document, with Recordation Number 18352-D.

The names and addresses of the parties to the Lease and Indenture Supplement No. 4 are as follows:

Society National Bank  
127 Public Square  
Society Center  
Cleveland, Ohio 44114

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

*Adventer Mitt*

Office of the Secretary  
March 15, 1995  
Page 2

Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

A description of the railroad equipment covered by the Lease and Indenture Supplement No. 4 is as follows: Fourteen (14) new 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars bearing identification marks and numbers CWEX 2843 through 2856, inclusive, A.A.R. car type J311.

A filing fee of \$21.00 is enclosed to cover the required recordation fee. Please return the duplicate copy of this letter and the original copy of the enclosed document not needed by the ICC for recordation to the bearer of this letter.

A short summary of the Lease and Indenture Supplement No. 4 to appear in the index follows:

Lease and Indenture Supplement No. 4 dated as of March 13, 1995 between Society National Bank, Commonwealth Edison Company and Wilmington Trust Company, which relates to (i) a Lease Agreement with Recordation Number 18352, (ii) an Indenture and Security Agreement with Recordation Number 18352-A, (iii) a Lease and Indenture Supplement No. 1 with Recordation Number 18352-B, (iv) a Release and Termination Agreement dated March 17, 1994 with Recordation Number 18352-C, and (v) a Lease and Indenture Supplement No. 2 with Recordation Number 18352-D, covering 14 new 121-ton, aluminum-sided, rotary dump gondola "coalporter" cars bearing identification marks and numbers CWEX 2843 through 2856, inclusive, A.A.R. car type J311.

Very truly yours,

COMMONWEALTH EDISON COMPANY

By: Gary D. Gerstman  
Gary D. Gerstman  
Sidley & Austin  
Attorney for Commonwealth  
Edison Company

Enclosures



Interstate Commerce Commission  
Washington, D.C. 20423-0001

3/16/95

Office Of The Secretary

Gary D. Gerstman  
Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/16/95 at 12:20PM , and assigned recordation number(s). 18352-E and 18352-F.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100562050)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

LEASE AND INDENTURE SUPPLEMENT NO. 4

Dated March 13, 1995

RECORDATION NO. 18352-E FILED 1425

Among

MAR 16 1995 -12 20 PM

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

INTERSTATE COMMERCE COMMISSION

COMMONWEALTH EDISON COMPANY,  
Lessee

and

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Indenture Trustee

New 121-Ton, Aluminum-Sided, Rotary Dump  
Gondola "Coalporter" Cars

---

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 4, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE HEREUNDER HAS BEEN ASSIGNED AS COLLATERAL SECURITY TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF July 15, 1993. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 4 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 4 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT  
TO 49 U.S.C. § 11303 MARCH \_\_, 1995 AT \_\_\_\_\_ .M. RECORDATION  
NUMBER \_\_\_\_\_.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 4, dated March 13, 1995, among SOCIETY NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of July 15, 1993 (the "Trust Agreement") with CIBC Inc., a Delaware corporation, COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Lessee"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement (the "Indenture"), each dated as of July 15, 1993 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement, the Lease and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Equipment under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Equipment to the lien of the Indenture;

WHEREAS, certain of the Items of Equipment have suffered an Event of Loss and Lessee and Lessor desire to replace such Items of Equipment;

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

1. In accordance with Section 12(c) of the Lease, Lessee on the Effective Date (as defined in paragraph 9 hereof) has caused to be conveyed to Lessor, and the Lessee hereby represents and warrants on the Effective Date that it has caused to be conveyed to Lessor as replacement for the Items of Equipment listed on Schedule 1 to which an Event of Loss occurred (the "Replaced Equipment"), title to replacement Items of Equipment listed on Schedule 2, of the same or similar type, free and clear of all liens and having a then value, utility, remaining useful life and estimated residual value at least equal to, and being in as good operating condition as, the Replaced Equipment (assuming such Replaced Equipment was in the condition and repair required by the terms of the Lease immediately prior to the occurrence of such Event of

Loss (other than the last sentence of Section 7 of the Lease)).

2. The Equipment listed on Schedule 2 hereto shall be deemed for all purposes part of the property leased under the Lease and shall be deemed "Items" of Equipment as defined therein. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Equipment listed on Schedule 2 hereto.

3. Lessee hereby acknowledges and confirms that it has inspected and approved the Items of Equipment listed on Schedule 2 and confirms to Lessor that Lessee has accepted such Equipment for all purposes hereof and of the Lease as being in accordance with the specifications for such Equipment and in good working order.

4. Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Items of Equipment listed on Schedule 2 as of the Effective Date.

5. The transactions described herein shall not affect the Stipulated Loss Values and Basic Rent set forth on Schedules A and B to the Lease and Indenture Supplement No. 3. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Item of Equipment leased hereunder as provided in the Lease.

6. In order to secure the prompt payment of the principal of and Premium and interest on the Notes from time to time outstanding under the Indenture, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over, and does hereby grant, convey, pledge, sell, mortgage, assign, transfer and set over, a security interest unto the Indenture Trustee in (i) the Equipment listed on Schedule 2 hereto and (ii) this Lease and Indenture Supplement No. 4, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever as and to the extent provided in the Indenture. Lessor hereby acknowledges that the Equipment listed on Schedule 2 has been delivered to Lessor and is included in the property of Lessor covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof hereunder and under the Indenture.

7. This Lease and Indenture Supplement No. 4 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Lease and Indenture Supplement No. 4 shall constitute a part of the Lease and a supplement to the Indenture and shall be deemed to be incorporated by reference to each of the Lease and the Indenture.

8. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease and Indenture Supplement No. 4 may refer to the "Lease Agreement, dated as of July 15, 1993," or may identify the Lease in any other respect without making specific reference to this Lease and Indenture Supplement No. 4 and may refer to the "Indenture and Security Agreement, dated as of July 15, 1993," or may identify the Indenture in any other respect without making specific reference to this Lease and Indenture Supplement No. 4, but nevertheless each such reference shall be deemed to include this Lease and Indenture Supplement No. 4, unless the context shall otherwise require.

9. The parties hereto agree that this Lease and Indenture Supplement No. 4 shall become effective on March 16, 1995 (the "Effective Date").

10. THIS LEASE AND INDENTURE SUPPLEMENT NO. 4 SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 4 to be duly executed on the date and year set forth in the opening paragraph hereof, all of which shall become effective as of the 16<sup>th</sup> day of March, 1995.

Lessor/Owner Trustee

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

By:   
Name: D. KOVACH, Trust Officer  
Title:

Lessee

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_  
Name:  
Title:

Indenture Trustee

WILMINGTON TRUST COMPANY, not in  
its individual capacity but  
solely as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 4 to be duly executed on the date and year set forth in the opening paragraph hereof, all of which shall become effective as of the 15<sup>th</sup> day of March, 1995.

Lessor/Owner Trustee

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

By: \_\_\_\_\_  
Name:  
Title:

Lessee

COMMONWEALTH EDISON COMPANY

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

Indenture Trustee

WILMINGTON TRUST COMPANY, not in  
its individual capacity but  
solely as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 4 to be duly executed on the date and year set forth in the opening paragraph hereof, all of which shall become effective as of the 5<sup>th</sup> day of March, 1995.

Lessor/Owner Trustee

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

By: \_\_\_\_\_  
Name:  
Title:

Lessee

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_  
Name:  
Title:

Indenture Trustee

WILMINGTON TRUST COMPANY, not in  
its individual capacity but  
solely as Indenture Trustee

By:  \_\_\_\_\_  
Name: BRUCE L. BISSON  
Title: VICE PRESIDENT

STATE OF Ohio )  
 )  
COUNTY OF Cuyahoga ) ss.:

On this 13th day of March, 1995, before me personally appeared D. KOVACH, to me personally known, who, being by me duly sworn, says that he is TRUST OFFICER of Society National Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
[Notary Seal]

JOSEPH W. SCHAUT, Attorney at Law  
Notary Public - State of Ohio  
My Commission has no expiration date Sec. 147.03 R.C.



STATE OF Delaware ss.:  
COUNTY OF New Castle

On this 13<sup>th</sup> day of March, 1995, before me personally appeared BRUCE L. BISSON, to me personally known, who, being by me duly sworn, says that he is Vice President of WILMINGTON TRUST Co., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

MARGARET V. PETERSEN  
NOTARY PUBLIC

My Commission expires August 23, 1995

My Commission Expires:  
[Notary Seal]

SCHEDULE 1  
to  
Lease and Indenture  
Supplement No. 4

SCHEDULE OF EQUIPMENT HAVING SUFFERED THE EVENT OF LOSS

<u>Quantity of Items of Equipment</u>	<u>Lessor's Car Numbers</u>
14 121-Ton, Aluminum-Sided, Rotary Dump Gondola "Coalporter" Cars	CWEX 1348 CWEX 1366 CWEX 1367 CWEX 1368 CWEX 1375 CWEX 1377 CWEX 1381 CWEX 1424 CWEX 1457 CWEX 1521 CWEX 2390 CWEX 1235 CWEX 1435 CWEX 1460

SCHEDULE 2  
to  
Lease and Indenture  
Supplement No. 4

SCHEDULE OF EQUIPMENT TO BE DELIVERED

Quantity  
of Items  
of Equipment

Lessor's  
Car Numbers

14 New 121-Ton,  
Aluminum-Sided,  
Rotary Dump Gondola  
"Coalporter" Cars

CWEX  
2843-2856,  
inclusive