



Liberty Lane
Hampton, NH 03842
Tel. 603-929-3000

RECORDATION NO. **9334-D** FILED 1425

JUN 29 1994 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

June 14, 1994

RECORDATION NO. **9335-D** FILED 1425

JUN 29 1994 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

LICENSING DIVISION
JUN 29 10 05 AM '94
TMS

Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303 and the regulations thereunder is one original and one copy each of (i) Fourth Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement between Swindell-Dressler Leasing Company ("SDLCO") and Harris Trust and Savings Bank and Judy Bartolini, as security trustees (the "Fourth Supplement"), a secondary document dated as of May 31, 1994 and (ii) Fourth Amendment to Equipment Lease between Swindell-Dressler Energy Supply Company ("DESCO") and SDLCO (the "Fourth Amendment"), a secondary document, dated as of May 31, 1994. The primary document to which the Fourth Supplement is connected is recorded under Recordation No. 9335-B. The primary document to which the Fourth Amendment is connected is recorded under Recordation No. 9334-C.

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

Fourth Supplement

Debtor: Swindell-Dressler Leasing Company
Liberty Lane
Hampton, NH 03842

Security Trustees: Harris Trust and Savings Bank
and Judy Bartolini
111 West Monroe Street

Fourth Amendment

Lessor: Swindell-Dressler Leasing Company
Liberty Lane
Hampton, NH 03842

Lessee: Swindell-Dressler Energy Supply Company
Liberty Lane
Hampton, NH 03842

LICENSING DIVISION
JUN 29 10 00 AM '94
TMS

June 14, 1994
Page 2

A general description of the railroad equipment covered by the enclosed documents is as follows:

Twenty Four (24) 3,850 cu.ft. capacity rapid discharge. Coal hopper cars manufactured by Ortner Freight Car Company bearing road mark and number SDEX 10704 to SDEX 10727, both inclusive.

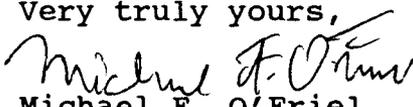
A fee of \$32.00 (\$16.00 per document) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Michael F. O'Friel, Esq., Wheelabrator Environmental Systems Inc., Liberty Lane, Hampton, NH 03842.

A short summary of the documents to appear in the index follows:

SECONDARY DOCUMENTS

1. Fourth Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement with recordation no. 9335-B between Swindell-Dressler Leasing Company and Harris Trust and Savings Bank and Judy Bartolini dated May 31, 1994 relating to 24 3,850 cu.ft. capacity rapid discharge coal hopper cars manufactured by Ortner Freight Car Company bearing road mark and number SDEX 10704 to SDEX 10727, both inclusive.
2. Fourth Amendment to Equipment Lease with recordation no. 9334-B between Swindell-Dressler Leasing Company and Swindell-Dressler Energy Supply Company dated May 31, 1994 relating to 24 3,850 cu.ft. capacity rapid discharge coal hopper cars manufactured by Ortner Freight Car Company bearing road mark and number SDEX 10704 to SDEX 10727, both inclusive.

If you have any questions or comments, please call the undersigned at the above number.

Very truly yours,

Michael F. O'Friel
Assistant General Counsel

/sln.mfo3214



Wheelabrator Environmental Systems Inc.

Liberty Lane
Hampton, NH 03842
Tel. 603-929-3000

June 23, 1994

RECORDATION NO. 9334-D FILED 1425

JUN 29 1994 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th and Constitution Avenue
North West, Room 2303
Washington, DC 20423

Attention: Ms. Taledia Stokes

Dear Ms. Stokes:

RECORDATION NO. 9335-C FILED 1425

JUN 29 1994 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

As requested, please find enclosed check number 232506 in the amount of \$4.00 for recordation of materials previously sent to you (see letter dated June 14, 1994). If you have any other questions or concerns, please do not hesitate to contact me at 800-682-0026 (x3444). Thank you for your help in this matter.

Very truly yours,

Sandra L. Nickerson for

Michael F. O'Friel
Assistant General Counsel

/sln
mfo3214A

9335
REC'D
RECORDATION NO. 9335 - D FILED 142F

JUN 29 1994 10 05 AM

INTERSTATE COMMERCE COMMISSION

FOURTH SUPPLEMENT AND AMENDMENT
TO INDENTURE OF MORTGAGE,
ASSIGNMENT OF LEASE
AND SECURITY AGREEMENT

Dated as of May 31, 1994

Between

SWINDELL-DRESSLER LEASING COMPANY,

as Debtor

and

HARRIS TRUST AND SAVINGS BANK

and

JUDY BARTOLINI,

as Security Trustees

EXHIBIT A
(to Note Agreement)

FOURTH SUPPLEMENT AND AMENDMENT TO INDENTURE OF MORTGAGE,
ASSIGNMENT OF LEASE AND SECURITY AGREEMENT

THIS FOURTH SUPPLEMENT AND AMENDMENT dated as of May 31, 1994 to Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of February 1, 1978, as amended, between SWINDELL-DRESSLER LEASING COMPANY, a Delaware corporation (the "Debtor"), whose post office address is Liberty Lane, Hampton, New Hampshire 03842, and HARRIS TRUST AND SAVINGS BANK (the "Corporate Security Trustee") and JUDY BARTOLINI (the "Individual Security Trustee") (said Corporate Security Trustee and Individual Security Trustee being hereinafter sometimes collectively referred to as the "Security Trustees"), whose post office addresses are 111 West Monroe Street, Chicago, Illinois 60690, Attention: Indenture Trust Division.

R E C I T A L S:

A. The Debtor and the Security Trustees have heretofore entered into that certain Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of February 1, 1978, as supplemented and amended by the First Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of July 1, 1978, the Second Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of March 15, 1979 and the Third Supplement and Amendment to Indenture of Mortgage, Assignment and Security Agreement dated as of November 20, 1990 (said Indenture as so supplemented and amended being hereinafter collectively referred to as the "Original Indenture"), as security for the payment in full of all principal of and interest on the 9% Secured Notes due 1979-1998 of the Debtor in an aggregate principal amount not exceeding \$18,542,000, and the 9.875% Secured Notes, Series A, due 1979-1999 in an aggregate principal amount not exceeding \$11,454,300 (the "1979 Series A Notes") and the 9.875% Secured Notes, Series B, due 1980-2000 in an aggregate principal amount not exceeding \$1,501,500 (the "1979 Series B Notes," said 1979 Series B Notes and 1979 Series A Notes being hereinafter collectively referred to as the "1979 Notes").

B. The Original Indenture as supplemented and amended by this Fourth Supplement and Amendment is hereinafter called the "Indenture"; and terms not otherwise defined herein shall have the respective meanings assigned thereto in the Indenture.

C. Judy Bartolini is the successor to R. G. Mason as the Individual Security Trustee.

D. All of the requirements of law have been fully complied with and all other acts and things necessary to make this Fourth Supplement and Amendment a valid, binding and legal instrument to secure the Indebtedness Secured by the Indenture have been done and performed.

NOW, THEREFORE, the Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Security Trustees and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest on the Notes according to their tenor and effect, and to secure the payment of all other Indebtedness Secured by the Indenture and the performance and observance of all the covenants and conditions contained in the Notes, the Indenture, the Loan Agreement, and the Note Agreements, has granted, bargained, sold, transferred, conveyed, mortgaged, assigned, pledged and hypothecated unto the Security Trustees, their successors in trust and assigns, forever, and granted to the Security Trustees, their successors in trust and assigns, forever, a security interest in, and does hereby grant, bargain, sell, transfer, convey, mortgage, assign, pledge and hypothecate unto the Security Trustees, their successors in trust and assigns, forever, and grants to the Security Trustees, their successors in trust and assigns, forever, a security interest in, all and singular the following described properties, rights, interest and privileges and the proceeds thereof (hereinafter sometimes referred to as the "mortgaged property").

DIVISION I

The Land described in Exhibit A attached to the Original Indenture and made a part thereof.

DIVISION II

All the right, title and interest of the Debtor in the appurtenances, privileges, rights-of-way, rights, licenses and easements appertaining or belonging to the Land upon which the Facilities are located, including, without limitation, those certain Easements described in Exhibit A attached to the Original Indenture and made a part thereof.

DIVISION III

All right, title and interest of the Debtor in all buildings, structures and improvements, together with all appurtenances thereto, and all heating, sprinkler and electric light systems, boilers, plumbing, tracks, tanks and switches and other machinery and equipment used or useful, by the Debtor which are classified as fixtures and a part of the freehold under applicable laws whether such right, title and interest is now owned or hereafter acquired and which are located on the property described in Division I or Division II of the granting clauses of the Original Indenture.

DIVISION IV

The Facilities, as the same are now and will hereafter be constituted, whether now owned by the Debtor or hereafter acquired, leased or to be leased under the Facilities Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to the Facilities, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of, and additions, improvements, accessions and accumulations to, any and all of said Facilities, together with all the rents, issues, income, profits and avails thereof.

DIVISION V

The Equipment, as the same is now and will hereafter be constituted, whether now owned by the Debtor or hereafter acquired, leased or to be leased under the Equipment Lease, and all substitutions, renewals and replacements of, and additions, improvements, accessions and accumulations to, any and all of said Equipment, together with all the rents, issues, income, profits and avails thereof.

DIVISION VI

All right, title, interest, claims and demands of the Debtor as lessor in, to and under the Leases, including all extensions of the terms of the Leases, together with all rights, powers, privileges, options and other benefits of the Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable to or receivable by the lessor under the Leases pursuant thereto, and the right to make all waivers and agreements, to give and receive duplicate copies of all notices and other instruments or communications, to take such action upon the occurrence of an Event of Default under either of the Leases, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by such Leases or by law, and to do any and all other things whatsoever which the Debtor or any lessor is or may be entitled to do under such Leases; it being the intent and purpose hereof that the assignment and transfer to the Security Trustees of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Security Trustees shall have the right to collect and receive said rents and other sums for application in accordance with the provisions of Section 5 of the Original Indenture at all times during the period from and after the date of the Indenture until the Indebtedness Secured by the Indenture has been fully paid and discharged.

DIVISION VII

All right, title, interest, claims and demands of the Debtor in, to and under (i) the Assignment, (ii) the SPS Guaranty, (iii) the Subordination Agreement and (iv) the Master Coal Service Agreement and all sums due and to become due thereunder (including, without limitation, the Service Fee Payments as defined in the Master Coal Service Agreement), together with all rights, powers, privileges, licenses, easements, options and other benefits of the Debtor under each thereof, including, without limitation, the right to make all waivers and agreements, to give and receive duplicate copies of all notices and other instruments or communications, to take such action upon the occurrence of a default thereunder, including the commencement, conduct and consummation of legal, administrative or other proceedings as shall be permitted thereby or by law, and to do any and all other things which the Debtor is or may be entitled to do thereunder, it being the intent and purpose hereof that the assignment and transfer to the Security Trustees of said rights, powers, privileges, licenses, easements, options and benefits shall be effective and operative immediately and shall continue in full force and effect at all times during the period from and after the date of the Indenture until the Indebtedness Secured by the Indenture has been fully paid and discharged.

SUBJECT, HOWEVER, to (a) the interest of the Lessee under the Leases, and (b) any other Permitted Encumbrances referred to in Section 1 of the Original Indenture.

TO HAVE AND TO HOLD the mortgaged property unto the security Trustees, their successors and assigns, forever; IN TRUST NEVERTHELESS upon the terms and trust herein set forth, for the equal and proportionate benefit, security and protection of all present and future holders of the Notes outstanding (i) under the Note Agreement and hereunder from and after the issuance of the 9% Notes, and (ii) under the 1979 Note Agreements and hereunder from and after the issuance of the 1979 Notes, without preference, priority or distinction of any Notes over any other Notes by reason of priority at the time of issue, sale, negotiation, date of maturity thereof or otherwise for any cause whatsoever; provided always, however, that these presents are upon the express condition that if the Debtor shall pay or cause to be paid all the Indebtedness Secured by the Indenture and shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Loan Agreement and the Note Agreements and the Notes contained, then these presents and the estate hereby granted and conveyed shall cease and the Indenture shall become null and void; otherwise the Indenture shall remain in full force and effect.

SECTION 1. AMENDMENTS.

1.1 Exhibit B to the Original Indenture is hereby amended by deletion of certain destroyed cars and the addition of certain new cars to replace those deleted, which deletions and additions are incorporated into the amended and restated Exhibit B to the Original Indenture, which is attached hereto.

SECTION 2. TITLE TO MORTGAGED PROPERTY.

The Debtor has the right, power and authority to grant a lien and security interest in the mortgaged property to the Security Trustees for the uses and purposes herein set forth, and the Debtor will warrant and defend the title to the mortgaged property against all claims and demands of Persons claiming by, through or under the Debtor (excepting only Permitted Encumbrances).

SECTION 3. INCORPORATION OF ORIGINAL INDENTURE.

All of the covenants, warranties and agreements on the part of the Debtor which are set forth in, and all the rights, privileges, powers and immunities of the Security Trustees which are provided for in the Original Indenture, are incorporated herein and shall apply with the same force and effect as though set forth at length in this Fourth Supplement and Amendment.

SECTION 4. SUPPLEMENTAL INSTRUMENT.

This instrument is executed as and shall constitute an instrument supplemental to the Original Indenture, and shall be construed in connection with and as a part of the Original Indenture. Whenever in any Note Agreement, the Original Indenture, the Assignment, the Equipment Lease, the Facilities Lease or any other certificate, letter, notice or other instrument reference is made to "the Indenture" or "this Indenture", such reference without more shall include reference to this Fourth Supplement and Amendment.

SECTION 5. RATIFICATION OF ORIGINAL INDENTURE.

Except as modified and expressly amended by this Fourth Supplement and Amendment, the Original Indenture is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

SECTION 6. COUNTERPARTS.

This Fourth Supplement and Amendment may be executed and delivered in any number of counterparts, each of such counterparts constituting, an original, but all together only one Fourth Supplement and Amendment.

IN WITNESS WHEREOF, the Debtor has caused this Fourth Supplement and Amendment to be executed, and Harris Trust and Savings Bank, in evidence of its acceptance of the Trusts hereby created, has caused this Fourth Supplement and Amendment to be executed on its behalf by one of its Vice Presidents and its corporate seal to be hereunder affixed, and said seal and this Fourth Supplement and Amendment to be attested by one of its Assistant Secretaries, and Judy Bartolini, in token of her acceptance of the Trusts hereby created, has hereunto set her hand all as of the day and year first above written.

DEBTOR:

SWINDELL-DRESSLER LEASING COMPANY

[SEAL]

By: [Signature]
Its: Vice President

ATTEST:

[Signature]
BARBARA RANDELEISCH
Its: Asst. Secretary

CORPORATE SECURITY TRUSTEE:

HARRIS TRUST AND SAVINGS BANK

[SEAL]

By: [Signature]
Its: Assistant Vice President

ATTEST:

[Signature]

Its: ASSISTANT SECRETARY

INDIVIDUAL SECURITY TRUSTEE:

[Signature]
Judy Bartolini

STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF ROCKINGHAM)

BEFORE ME, the undersigned authority, on this day, personally appeared Richard S. Hoak, Jr., Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal office, this 31st day of May, A.D. 1994.

Barbara Rindfleisch
Notary Public in and for
Rockingham County, New Hampshire

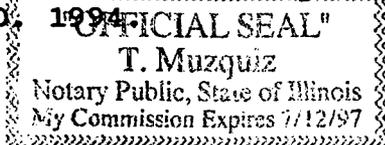
My Commission expires:

5/23/95

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day, personally appeared ROBERT D. FOLTZ, Assistant Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal office, this 20th day of May, A.D. 1994.



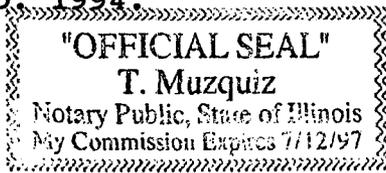
T. Muzquiz
Notary Public in and for
Cook County, Illinois

My Commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day, personally appeared J. BARTOLINI, VICE PRESIDENT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal office, this 20th day of May, A.D. 1994.



T. Muzquiz
Notary Public in and for
Cook County, Illinois

My Commission expires:

DESCRIPTION OF EQUIPMENT

Manufacturer	Type of Car	Specification	No. of Cars	Car Numbers	Delivery
Ortner Freight Car Company	3850 cu. ft. capacity coal "Rapid Discharge" coal hopper railroad cars	Ortner Freight Car Company No. OCN 1130 10-73 dated October 1, 1993 and supplement #1 dated February 5, 1974	116	SDEX 10001 to SDEX 10008, both inclusive; SDEX 10011 to SDEX 10015, both inclusive; SDEX 10018 to SDEX 10025, both inclusive; SDEX 10027 to SDEX 10030, both inclusive; SDEX 10032; SDEX 10035 to SDEX 10037, both inclusive; SDEX 10039 to SDEX 10078, both inclusive; SDEX 10080 to SDEX 10094, both inclusive; SDEX 10096 to SDEX 10097, both inclusive; SDEX 10099 to SDEX 10102, both inclusive; SDEX 10104 to SDEX 10128, both inclusive;and SDEX 10130;	10/1/75 Gillette, WY
Pullman Incorporated (Pullman Standard Division)	100-ton capacity quadruple open top, double automatic discharge door "Standard T-16 coal hopper railroad cars"	Pullman Incorporated (Pullman Standard Division) No. 3628	119	SDEX 10131 to SDEX 10156, both inclusive; SDEX 10158 to SDEX 10167, both inclusive; SDEX 10169 to SDEX 10172, both inclusive; SDEX 10175 to SDEX 10185, both inclusive; SDEX 10187 to SDEX 10188, both inclusive; SDEX 10190 to SDEX 10193, both inclusive; SDEX 10195 to SDEX 10231, both inclusive; SDEX 10233; SDEX 10235 to SDEX 10237, both inclusive; SDEX 10239 to SDEX 10255, both inclusive; SDEX 10257 to SDEX 10260, both inclusive;	8/30/78 Gillette, WY
Ortner Freight Car Company	3850 cu. ft. capacity coal "Rapid Discharge" coal hopper railroad cars	Ortner Freight Car Company No. OC 586	87	SDEX 10261 to SDEX 10262, both inclusive; SDEX 10264 to SDEX 10273, both inclusive; SDEX 10277 to SDEX 10284, both inclusive; SDEX 10287 to SDEX 10294, both inclusive; SDEX 10296 to SDEX 10297, both inclusive; SDEX 10299 to SDEX 10304, both inclusive; SDEX 10306 to SDEX 10311, both inclusive;	8/30/78 Gillette, WY

Manufacturer	Type of Car	Specification	No. of Cars	Car Numbers	Delivery
				SDEX 10313 to SDEX 10320, both inclusive; SDEX 10322; SDEX 10324 to SDEX 10326, both inclusive; SDEX 10328 to SDEX 10329, both inclusive; SDEX 10331 to SDEX 10336, both inclusive; SDEX 10341; SDEX 10343; SDEX 10345 to SDEX 10347, both inclusive; SDEX 10349; SDEX 10351 to SDEX 10358, both inclusive; SDEX 10361 to SDEX 10365, both inclusive; SDEX 10367 to SDEX 10372, both inclusive.	
Pullman Incorporated (Pullman Standard Division)	100-ton capacity quadruple open top, double automatic discharge door "Standard T-16" coal hopper cars	Manufacturer's Specification No. 1026 dated February 1, 1979, as revised	218	SDEX 10373 to SDEX 10376, both inclusive; SDEX 10378; SDEX 10381 to SDEX 10389, both inclusive; SDEX 10391 to SDEX 10392, both inclusive; SDEX 10394 to SDEX 10399, both inclusive; SDEX 10401 to SDEX 10406, both inclusive; SDEX 10409 to SDEX 10410, both inclusive; SDEX 10412 to SDEX 10424, both inclusive; SDEX 10426 to SDEX 10427, both inclusive; SDEX 10431 to SDEX 10434, both inclusive; SDEX 10438; SDEX 10440 to SDEX 10445, both inclusive; SDEX 10447 to SDEX 10448, both inclusive; SDEX 10450 to SDEX 10457, both inclusive; SDEX 10460 to SDEX 10462, both inclusive; SDEX 10464 to SDEX 10470, both inclusive; SDEX 10472 to SDEX 10479, both inclusive; SDEX 10481 to SDEX 10484, both inclusive; SDEX 10486 to SDEX 10488, both inclusive; SDEX 10490 to SDEX 10492, both inclusive; SDEX 10494;	7/31/79 Alliance, NB

EXHIBIT B
 (to Indenture of Mortgage, Assignment)

Manufacturer	Type of Car	Specification	No. of Cars	Car Numbers	Delivery
				SDEX 10496 to SDEX 10499, both inclusive; SDEX 10501 to SDEX 10506, both inclusive; SDEX 10508 to SDEX 10514, both inclusive; SDEX 10516; SDEX 10518 to SDEX 10520, both inclusive; SDEX 10522 to SDEX 10540, both inclusive; SDEX 10543 to SDEX 10552, both inclusive; SDEX 10554 to SDEX 10565, both inclusive; SDEX 10568 to SDEX 10571, both inclusive; SDEX 10573 to SDEX 10597, both inclusive; SDEX 10600 to SDEX 10601, both inclusive; SDEX 10603; SDEX 10605 to SDEX 10615, both inclusive; SDEX 10617 to SDEX 10618, both inclusive; SDEX 10620 to SDEX 10621, both inclusive; SDEX 10623 to SDEX 10631, both inclusive; SDEX 10633 to SDEX 10637, both inclusive;	
Ortner Freight Car Company	3850 cu. ft. capacity coal "Rapid Discharge" coal hopper cars	Manufacturer's Specification No. OC 586		SDEX 10638 to SDEX 10648, both inclusive; SDEX 10650 to SDEX 10657, both inclusive;	12/30/80 Gillette, WY
Trinity Industries Inc.	3850 cu. ft. capacity "Rapid Discharge" coal hopper cars	Manufacturer's Specification No. HK-4074-A Drawing EX-677 dated April 12, 1990	45	SDEX 10659 to SDEX 10703, both inclusive	11/15/90 Guernsey, WY
Ortner Freight Car Company	3850 cu. ft. capacity coal "Rapid Discharge" coal hopper cars	Drawing OC-5021-1 dated October 10, 1978	24	SDEX 10704 to SDEX 10727, both inclusive	9/17/93 Amarillo, TX

EXHIBIT B
(to Indenture of Mortgage, Assignment)