

March 28, 2002

*Via Hand Delivery*

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

RECORDATION NO. 23266-C FILED

MAR 28 '02 12-45 PM  
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SURFACE TRANSPORTATION BOARD

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of a secondary document not previously recorded. This document is entitled Memorandum of Amended and Restated Equipment Lease and Amended and Restated Equipment Lease Supplement No. 2 (the "Memorandum of Amended Lease") dated as of March 28, 2002, by and between State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee of the EIDP Statutory Trust—2000, a Connecticut statutory trust (the "Lessor"), and E.I. du Pont de Nemours and Company, a Delaware corporation (the "Lessee"). This Memorandum of Amended Lease has been consented to by Citicorp USA, Inc., as agent for under that certain Second Amended and Restated Participation Agreement (the "Agent") dated as of March 28, 2002, by and among the Lessor, the Lessee, the Agent and the Note Holders and Certificate Holders named therein.

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

LESSOR: **State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee of EIDP Statutory Trust-2000**  
225 Asylum Street, Goodwin Square  
Hartford, CT 06103

LESSEE: **E I. du Pont de Nemours and Company**  
1007 Market Street  
Wilmington, DE 19898

AGENT: **Citicorp USA, Inc.**  
30 Rockefeller Plaza  
New York, NY 10112

Previously, the Lessor and the Lessee entered into that certain Equipment Lease (the "Lease") dated as of December 21, 2000, and the Equipment Lease Supplement No. 2 dated as of December 21, 2000 (the "Lease Supplement"), that were evidenced by that certain Memorandum of Equipment Lease and Equipment Lease Supplement No. 2 (the "Memorandum of Lease") recorded with the Board on December 21, 2000, under Recordation No. 23266, covering 729

Honorable Vernon A. Williams  
Secretary, STB  
March 28, 2002  
Page 2

railcars (513 covered hopper cars and 216 tank cars) as more particularly described in Schedule A to the Memorandum of Lease and the accessories or equipment belonging to, or installed in or appurtenant to such railcars, and all manuals and technical records and other records, logs, technical data and other documents relating thereto. Also previously, by that certain Partial Termination, dated June 21, 2001, the Lessor and the Lessee released, discharged, deleted and terminated from the coverage of the Lease, Lease Supplement and Memorandum of Lease, 274 covered hopper railcars, as more particularly described in Schedule A thereto. The Lease, Lease Supplement and Memorandum of Lease remained in full force and effect in all other respects as to remaining railcars covered by the Lease, Lease Supplement and Memorandum of Lease. The said Partial Termination was assigned Recordation No. 23266-A by the Board on June 21, 2001.

Also previously, on December 20, 2001, by that certain Amendment/Extension of Term—Railcars dated December 20, 2001, the Lessor and Lessee amended and extended the term of the Lease, Lease Supplement and Memorandum of Lease. The said Amendment/Extension of Term—Railcars was assigned Recordation No. 23266-B by the Board on December 20, 2001.

By this Memorandum of Amended Lease, the parties intend to amend and restate the Lease, the Lease Supplement and the Memorandum of Lease under the terms and conditions stated in the Memorandum of Amended Lease.

We believe that the Memorandum of Amended Lease should be assigned Recordation No. 23266-C.

A short summary of the Memorandum of Amended Lease to appear in the STB Index is as follows:

Memorandum of Amended and Restated Equipment Lease and Amended and Restated Equipment Lease Supplement No. 2, dated as of March 28, 2002, by and among E.I. du Pont de Nemours and Company (the "Lessee"), State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee of the EIDP Statutory Trust — 2000, a Connecticut statutory trust (the "Lessor"), and Citicorp USA, Inc., as Agent for the Note Holders and Certificate Holders (the "Agent"), amending and extending the term of that certain Equipment Lease, and Equipment Lease Supplement No. 2 dated as of December 21, 2000.

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Honorable Vernon A. Williams  
Secretary, STB  
March 28, 2002  
Page 3

The railcars covered by the Memorandum of Amended Lease are described as follows:

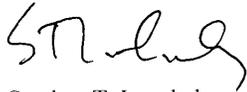
455 railcars (239 covered hopper cars and 216 tank cars) bearing identification marks and numbers: DUPX 38601-38619, 38704-38810, 39008-39024, 39026-39053, 39055-39122, and 80034-80249 all inclusive.

Enclosed is a remittance in the amount of \$28.00 for the required recording fee.

In connection with this filing, it should also be noted that, pursuant to that certain Amended and Restated Security Agreement (Railcars (E-2)) dated as of March 28, 2002, between State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee of EIDP Statutory Trust-2000 (the "Debtor") and Citicorp USA, Inc., as agent for the Note Holders and Certificate Holders (and their successors and assigns) under the Participation Agreement (the "Secured Party"), which is being recorded concurrently herewith under Recordation No. 23267-B, the Lessor is amending and restating that certain Security Agreement recorded with the Board on December 21, 2000, previously recorded with the Board as a primary document under Recordation No. 23267.

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

Very truly yours,



Stephen T. Lovelady

Enclosures  
133715

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Exhibit A

I. Description of the Equipment

455 railcars (239 covered hopper cars and 216 tank cars) as more particularly described below and accessories or equipment belonging to, or installed in or appurtenant to such railcars, and all manuals and technical records and other records, logs, technical data and other documents relating thereto.

239 covered hopper cars with the following car numbers:

|            |            |            |            |
|------------|------------|------------|------------|
| DUPX 38601 | DUPX 38716 | DUPX 38748 | DUPX 38780 |
| DUPX 38602 | DUPX 38717 | DUPX 38749 | DUPX 38781 |
| DUPX 38603 | DUPX 38718 | DUPX 38750 | DUPX 38782 |
| DUPX 38604 | DUPX 38719 | DUPX 38751 | DUPX 38783 |
| DUPX 38605 | DUPX 38720 | DUPX 38752 | DUPX 38784 |
| DUPX 38606 | DUPX 38721 | DUPX 38753 | DUPX 38785 |
| DUPX 38607 | DUPX 38722 | DUPX 38754 | DUPX 38786 |
| DUPX 38608 | DUPX 38723 | DUPX 38755 | DUPX 38787 |
| DUPX 38609 | DUPX 38724 | DUPX 38756 | DUPX 38788 |
| DUPX 38610 | DUPX 38725 | DUPX 38757 | DUPX 38789 |
| DUPX 38611 | DUPX 38726 | DUPX 38758 | DUPX 38790 |
| DUPX 38612 | DUPX 38727 | DUPX 38759 | DUPX 38791 |
| DUPX 38613 | DUPX 38728 | DUPX 38760 | DUPX 38792 |
| DUPX 38614 | DUPX 38729 | DUPX 38761 | DUPX 38793 |
| DUPX 38615 | DUPX 38730 | DUPX 38762 | DUPX 38794 |
| DUPX 38616 | DUPX 38731 | DUPX 38763 | DUPX 38795 |
| DUPX 38617 | DUPX 38732 | DUPX 38764 | DUPX 38796 |
| DUPX 38618 | DUPX 38733 | DUPX 38765 | DUPX 38797 |
| DUPX 38619 | DUPX 38734 | DUPX 38766 | DUPX 38798 |
| DUPX 38704 | DUPX 38735 | DUPX 38767 | DUPX 38799 |
| DUPX 38705 | DUPX 38736 | DUPX 38768 | DUPX 38800 |
| DUPX 38706 | DUPX 38737 | DUPX 38769 | DUPX 38801 |
| DUPX 38707 | DUPX 38738 | DUPX 38770 | DUPX 38802 |
| DUPX 38708 | DUPX 38739 | DUPX 38771 | DUPX 38803 |
| DUPX 38709 | DUPX 38740 | DUPX 38772 | DUPX 38804 |
| DUPX 38710 | DUPX 38741 | DUPX 38773 | DUPX 38805 |
| DUPX 38711 | DUPX 38742 | DUPX 38774 | DUPX 38806 |
| DUPX 38712 | DUPX 38743 | DUPX 38775 | DUPX 38807 |
| DUPX 38713 | DUPX 38744 | DUPX 38776 | DUPX 38808 |
| DUPX 38714 | DUPX 38745 | DUPX 38777 | DUPX 38809 |
| DUPX 38715 | DUPX 38746 | DUPX 38778 | DUPX 38810 |
|            | DUPX 38747 | DUPX 38779 | DUPX 39008 |

|            |            |            |
|------------|------------|------------|
| DUPX 39009 | DUPX 39055 | DUPX 39099 |
| DUPX 39010 | DUPX 39056 | DUPX 39100 |
| DUPX 39011 | DUPX 39057 | DUPX 39101 |
| DUPX 39012 | DUPX 39058 | DUPX 39102 |
| DUPX 39013 | DUPX 39059 | DUPX 39103 |
| DUPX 39014 | DUPX 39060 | DUPX 39104 |
| DUPX 39015 | DUPX 39061 | DUPX 39105 |
| DUPX 39016 | DUPX 39062 | DUPX 39106 |
| DUPX 39017 | DUPX 39063 | DUPX 39107 |
| DUPX 39018 | DUPX 39064 | DUPX 39108 |
| DUPX 39019 | DUPX 39065 | DUPX 39109 |
| DUPX 39020 | DUPX 39066 | DUPX 39110 |
| DUPX 39021 | DUPX 39067 | DUPX 39111 |
| DUPX 39022 | DUPX 39068 | DUPX 39112 |
| DUPX 39023 | DUPX 39069 | DUPX 39113 |
| DUPX 39024 | DUPX 39070 | DUPX 39114 |
| DUPX 39026 | DUPX 39071 | DUPX 39115 |
| DUPX 39027 | DUPX 39072 | DUPX 39116 |
| DUPX 39028 | DUPX 39073 | DUPX 39117 |
| DUPX 39029 | DUPX 39074 | DUPX 39118 |
| DUPX 39030 | DUPX 39075 | DUPX 39119 |
| DUPX 39031 | DUPX 39076 | DUPX 39120 |
| DUPX 39032 | DUPX 39077 | DUPX 39121 |
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| DUPX 39034 | DUPX 39079 |            |
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| DUPX 39041 | DUPX 39086 |            |
| DUPX 39042 | DUPX 39087 |            |
| DUPX 39043 | DUPX 39088 |            |
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| DUPX 39046 | DUPX 39091 |            |
| DUPX 39047 | DUPX 39092 |            |
| DUPX 39048 | DUPX 39093 |            |
| DUPX 39049 | DUPX 39094 |            |
| DUPX 39050 | DUPX 39095 |            |
| DUPX 39051 | DUPX 39096 |            |
| DUPX 39052 | DUPX 39097 |            |
| DUPX 39053 | DUPX 39098 |            |

216 tank cars  
with the

following car  
numbers:

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## SURFACE TRANSPORTATION BOARD

MEMORANDUM OF AMENDED AND RESTATED EQUIPMENT LEASE  
AND AMENDED AND RESTATED EQUIPMENT LEASE SUPPLEMENT NO. 2  
(Railcars)

This Amended and Restated Memorandum of Equipment Lease and Amended and Restated Equipment Lease Supplement No. 2 (this "Lease Supplement") is hereby added, as of March 28, 2002, to that certain Amended and Restated Equipment Lease (the "Lease") dated as of March 28, 2002, by and between STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee (the "Trustee") of EIDP Statutory Trust - 2000 (the "Lessor"), a Connecticut statutory trust having an address at 225 Asylum Street, Goodwin Square, Hartford, Connecticut 06103, Attn: Corporate Trust Department and E. I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation (the "Lessee") having an address at 1007 Market Street, Wilmington, Delaware 19898. Upon execution hereof by the Lessor and the Lessee, and approval hereof by Citicorp USA, Inc., as agent under the Second Amended and Restated Participation Agreement (the "Agent") dated as of March 28, 2002, by and among the Lessor, the Trustee, the Lessee, the Agent, the Note Holders named therein and the Certificate Holders named therein (the "Participation Agreement"), this Lease Supplement will be included in and will be a part of the Lease for all purposes. Terms used but not otherwise defined herein have the meanings given to such terms in the Lease and the rules of construction set forth in Part II of Appendix A to the Participation Agreement shall apply to this Lease Supplement.

The parties, intending to be legally bound hereby, acknowledge and agree to the following:

1. Addition of Equipment. The equipment more fully described on Part I of Exhibit A attached hereto (for purposes of this Lease Supplement, the "Equipment") is hereby added by this Lease Supplement to the Lease and will hereafter constitute a "Class of Equipment" demised under the Lease for all purposes. The Intended Use of the Equipment and the Series A-Note Commitment, the A-Note Designated Percentage, the Series B-Note Commitment, the B-Note Designated Percentage, the Series Certificate Commitment and the Certificate Percentage of the Series corresponding to the Equipment are set forth on Exhibit A attached hereto. The rent payment schedule for the Equipment is set forth on Exhibit B attached hereto.

2. Lease of Equipment. The Lessor hereby leases the Equipment to the Lessee and the Lessee hereby leases and accepts the Equipment from the Lessor pursuant to the Lease.

3. Term. The initial term of the Lease as it relates to the Equipment commenced on the Acquisition Date for the Equipment which was December 21, 2000

and shall continue until the Expiration Date for the Equipment which shall be 12 calendar months following the date hereof. Pursuant to Section 4.02 of the Lease, the Lessee has the right to request an extension of the Lease with respect to the Equipment for an additional period or periods of a duration or durations to be agreed upon.

4. Representations and Warranties. The Lessee hereby confirms as of the date hereof, that all representations and warranties made in the Lease with respect to all items of Equipment heretofore covered by the Lease remain true and correct.

5. No Defenses. The Lessee hereby acknowledges and confirms that as of the date hereof, the Lessee has no defense to the payment or performance of the Lessee's obligations under the Lease and that, no claims, counterclaims, affirmative defenses, or other such rights exist against the Lessor, the Agent, or any Note Holder or Certificate Holder under the Lease.

6. Acceptance of Equipment. The Lessee acknowledges and confirms hereby that it has examined the Equipment and title thereto, and that it accepts and approves (as between the Lessor, the Lessee, the Agent, the Note Holders and Certificate Holders, but not as to other third parties) the Equipment and all matters relating thereto as suitable and satisfactory for inclusion in the Lease.

7. Beneficiaries. It is expressly acknowledged and agreed that the Agent, the Note Holders and the Certificate Holders are intended to be beneficiaries of this Lease Supplement to the same extent as the Agent, the Note Holders and the Certificate Holders are beneficiaries of the Lease and the Amended and Restated Instrument Guaranty.

8. Definition of Competitor. For purposes of the Equipment the term "Competitor" shall mean any entity engaged in the manufacture, distribution or sale of high-performance materials, specialty chemicals, pharmaceuticals and biotechnology products for or to the transportation, textile, construction, automotive, agricultural and hybrid seeds, nutrition and health, pharmaceuticals packaging and electronics markets.

9. Additional Return Conditions. Without limiting the effect of Article XI of the Lease (including the provisions of Section 11.01 thereof), the following constitutes an additional Return Condition as contemplated by Section 11.03(vii) of the Lease, and shall constitute a "Return Condition" for purposes of the Equipment: each railcar referenced in Exhibit A shall be returned in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order for their Intended Use, including but not limited to compliance with all Association of American Railroads rules (including qualifying for interchange service).

10. Security Agreement.

(a) Grant of Security Interest. Pursuant to and amending, supplementing and modifying Section 9.01 of the Lease, it is the intention of the parties that the Lessee shall treat the Lease, for accounting purposes, as an operating lease, and for purposes of federal, state and local income Tax, and commercial law and bankruptcy purposes, it is the intention of the parties hereto that (i) the Lease and this Lease Supplement be treated as a security agreement (the "Security Agreement") (ii) the Security Agreement will secure the payment and performance of the Secured Obligations, (iii) all payments of Fixed Rent and Additional Rent shall be treated as payment of interest on the Secured Obligations, and all payments of Termination Value, Allocated Termination Value, Permitted Lease Balance and Residual Value Amount shall be treated as payment of principal of the Secured Obligations, (iv) the Lessor shall have all of the rights, powers and remedies of a secured party available under applicable Law to take possession of and sell (whether by foreclosure, power of sale or otherwise) the Equipment Collateral, (v) the effective date of the Security Agreement will be the date of this Equipment Lease Supplement and (vi) the reference to Section 9.01 of the Lease and the recording of this Lease Supplement shall be deemed to be the recording of the Security Agreement.

The term "Equipment Collateral" shall mean:

- (i) the Equipment;
- (ii) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Equipment, whether from a Condemnation (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Equipment;
- (iii) all of the Lessee's right, title and interest in, to and under any leases, subleases (including any Sublease), franchises, concessions, permits, contracts, distribution agreements and other agreements affecting the use or possession of the Equipment now or hereafter entered into by the Lessee and any renewals or extensions thereof (the "Other Leases") and the right to receive and apply the rents, issues, and profits of the Equipment (the "Rents") to the payment of the Secured Obligations and all amounts payable by the lessee under the Other Leases and all rights, claims, powers, privileges, and remedies of the lessor under the Other Leases whether arising by statute or at law or in equity or otherwise;
- (iv) all contracts from time to time executed by the Lessee or any manager or agent on its behalf relating to the ownership, maintenance, repair, management, leasing, operation, possession, sale or financing of the Equipment or any part thereof and all agreements relating to the purchase or lease of any portion of the Equipment, all consents, certifications, licenses, building permits and other governmental approvals relating to possession, use or operation of the Equipment

or any part thereof, and all drawings, plans, specifications and similar or related items relating to the Equipment;

(v) all proceeds of and any unearned premiums on any insurance policies covering the Equipment, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for an Event of Loss associated with the Equipment;

(vi) the right, in the name and on behalf of the Lessee, to appear in and defend any action or proceeding brought with respect to the Equipment and to commence any action or proceeding to protect the interest of the Lessor in the Equipment;

(vii) all refunds or rebates of Taxes or payments in lieu of Taxes, now or hereafter assessed or levied against the Equipment;

(viii) all of the estate, right, title, claim or demand of any nature whatsoever of the Lessee, either in law or in equity, in possession or expectancy, in and to the Equipment or any part thereof; and

(ix) all products and proceeds of any portion of the Equipment Collateral.

(b) Assignment of Leases and Rents. The Lessee assigns all Rents arising from any lease or sublease of the Equipment (including any Sublease) to the Lessor. Subject to the terms of this paragraph, the Lessor waives the right to enter any property of the Lessee for the purpose of collecting the Rents, and grants the Lessee the right to collect the Rents and to let the Equipment as permitted by the terms of the Lease and the other Operative Documents. The Lessee shall hold the Rents, if any, in trust for use in payment of the Secured Obligations. The right of the Lessee to collect the Rents and to let the Equipment or any part thereof may be revoked by the Lessor upon the occurrence and continuance of any Liquidation Event with respect to the Equipment and thereafter the Lessor may let the Equipment or any part thereof and may retain and apply the rents toward payment of the Secured Obligations or toward the operation, maintenance and repair of the Equipment, irrespective of whether foreclosure action has been commenced or a receiver has been appointed.

(c) Financing Statement. An executed counterpart of this Lease Supplement shall be filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301. A photocopy of this Lease Supplement may be filed as a financing statement within the meaning of the Uniform Commercial Code ("UCC").

(d) Non-Waiver. The failure of the Lessor to insist upon strict performance of any term of this Equipment Security Agreement shall not be deemed to be a waiver of any term hereof. No delay or omission by the Lessor in the exercise of

any right, power or remedy accruing hereunder shall be construed to be a waiver of any default or acquiescence therein. A waiver in one or more instances to exercise any right, power or remedy accruing hereunder shall apply only to the particular instance or instances, and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but every term, covenant, provision or condition establishing such right, power or remedy shall survive and continue to remain in full force and effect.

(e) Remedies. If an Event of Default with respect to the Equipment shall occur and be continuing, the Lessor, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the UCC (whether or not the UCC applies to the Equipment Collateral), including the right to take possession of such of the Equipment Collateral, and to take such other measures as the Lessor may deem necessary for the care, protection and preservation thereof. Upon request or demand of the Lessor, the Lessee shall at its expense assemble such of the Equipment Collateral and make it available to the Lessor at a convenient place acceptable to the Lessor. The Lessee shall pay or cause to be paid to the Lessor on demand any and all expenses, including legal expenses and reasonable attorneys' fees, incurred or paid by the Lessor in protecting its interest in such of the Equipment Collateral and in enforcing its rights hereunder with respect thereto. Any notice of sale, disposition or other intended action by the Lessor with respect to such of the Equipment Collateral sent to the Lessee in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute reasonable notice to the Lessee and the method of sale or disposition or other intended action set forth or specified in such notice shall conclusively be deemed to be commercially reasonable within the meaning of the UCC unless objected to by the Lessee within five (5) days after receipt by the Lessee of such notice. The proceeds of any sale or disposition of such of the Equipment Collateral, or any part thereof, shall be applied by the Lessor to the payment of the Secured Obligations in such priority and proportions as set forth in Article VII of the Participation Agreement.

(f) Other Security. The Lessee by executing and delivering this Lease Supplement has also granted to the Lessor, as security for the Secured Obligations, a security interest in all of the Lessee's rights and interests, of whatever nature, in and to the Lease (as it relates to the Equipment), and all other Operative Documents executed and delivered by the Lessee or any other party relating to the Lease (as it relates to the Equipment), including all rights and remedies of the Lessee thereunder. If an Event of Default with respect to the Equipment shall occur and be continuing, the Lessor, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the UCC (whether or not the UCC applies to the Equipment Collateral), with respect to the foregoing.

11. Governing Law. **THIS LEASE SUPPLEMENT SHALL BE GOVERNED BY, AND INTERPRETED IN ACCORDANCE WITH, THE LAWS**

**OF THE STATE OF NEW YORK (INCLUDING THE CREATION, TERMS AND PROVISIONS OF THE INDEBTEDNESS EVIDENCED HEREBY) WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW GENERAL OBLIGATIONS LAW).**

12. LIENS. NOTICE IS HEREBY GIVEN THAT THE LESSOR IS NOT AND SHALL NOT BE LIABLE TO ANY PARTY FURNISHING LABOR, SERVICES OR MATERIALS TO THE LESSEE, OR TO ANYONE HOLDING OR POSSESSING THE EQUIPMENT OR ANY PORTION THEREOF THROUGH OR UNDER THE LESSEE, WHETHER PAST OR IN THE FUTURE, AND THAT NO MECHANIC'S OR OTHER SIMILAR STATUTORY LIENS FOR ANY LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE LESSOR'S INTEREST OR ESTATE IN THE EQUIPMENT OR ANY PART THEREOF.

13. Counterparts. The parties may sign this Lease Supplement in any number of counterparts and on separate counterparts, each of which shall be an original but all of which when taken together shall constitute one and the same instrument.

EXECUTED as of the date first written above.

[SEE ATTACHED SIGNATURE PAGES]

[Signature Page to Memorandum of Amended and Restated Equipment  
Lease and Restated Equipment Lease Supplement No. 2 (Railcars)]

LESSOR:

STATE STREET BANK AND TRUST  
COMPANY OF CONNECTICUT, NATIONAL  
ASSOCIATION, a national banking association,  
not in its individual capacity but solely as  
Trustee of EIDP Statutory Trust - 2000

By: Robert A. Abrah  
Name:  
Title:

STATE OF MA )  
 : ss.:  
COUNTY OF Suffolk )

On the 28<sup>th</sup> day of March in the year 2002 before me, the undersigned, personally appeared Deborah A. Jordan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state of Massachusetts.

Elaine H. Dam  
Notary Public

Elaine H. Dam  
Notary Public  
My Commission Expires January 31, 2008

[Signature Page to Memorandum of Amended and Restated Equipment  
Lease and Amended and Restated Equipment Lease Supplement No. 2 (Railcars)]

LESSEE:

E. I. DU PONT DE NEMOURS AND  
COMPANY

By: \_\_\_\_\_

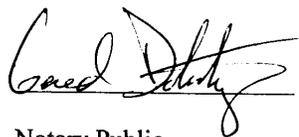
  
Name: PHILLIP N. PERRY

Title: SENIOR FINANCIAL CONSULTANT

STATE OF NEW YORK)  
COUNTY OF NEW YORK)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Phillip N. Perry, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Senior Financial Consultant of E. I. du Pont de Nemours and Company, as Lessee, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the Lessee by himself as such Senior Financial Consultant.

Witness my hand and seal, at office, this 28th day of March, 2002.



Notary Public

My Commission Expires:

**GERED C. DOHERTY**  
Notary Public, State of New York  
No. 01-DO6067308  
Qualified in New York County  
Commission Expires **DECEMBER 10, 2005**

[Signature Page to Memorandum of Amended and Restated Equipment  
Lease and Amended and Restated Equipment Lease Supplement No. 2 (Railcars)]

AGENT:

CITICORP USA, INC.

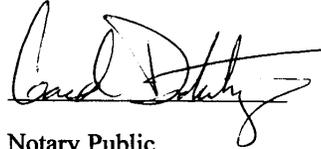
By: 

Name: JAMES N. SIMPSON  
Title: VICE PRESIDENT

STATE OF NEW YORK)  
COUNTY OF NEW YORK)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared James N. Simpson, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Vice President of Citicorp USA, Inc., as Agent, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the Agent by himself as such Vice President.

Witness my hand and seal, at office, this 28th day of March, 2002.



Notary Public

My Commission Expires:

GERED C. DOHERTY  
Notary Public, State of New York  
No. 01-DO6067308  
Qualified in New York County  
Commission Expires DECEMBER 10, 2005

Exhibit A

I. Description of the Equipment

455 railcars (239 covered hopper cars and 216 tank cars) as more particularly described below and accessories or equipment belonging to, or installed in or appurtenant to such railcars, and all manuals and technical records and other records, logs, technical data and other documents relating thereto.

239 covered hopper cars with the following car numbers:

|            |            |            |            |
|------------|------------|------------|------------|
| DUPX 38601 | DUPX 38716 | DUPX 38748 | DUPX 38780 |
| DUPX 38602 | DUPX 38717 | DUPX 38749 | DUPX 38781 |
| DUPX 38603 | DUPX 38718 | DUPX 38750 | DUPX 38782 |
| DUPX 38604 | DUPX 38719 | DUPX 38751 | DUPX 38783 |
| DUPX 38605 | DUPX 38720 | DUPX 38752 | DUPX 38784 |
| DUPX 38606 | DUPX 38721 | DUPX 38753 | DUPX 38785 |
| DUPX 38607 | DUPX 38722 | DUPX 38754 | DUPX 38786 |
| DUPX 38608 | DUPX 38723 | DUPX 38755 | DUPX 38787 |
| DUPX 38609 | DUPX 38724 | DUPX 38756 | DUPX 38788 |
| DUPX 38610 | DUPX 38725 | DUPX 38757 | DUPX 38789 |
| DUPX 38611 | DUPX 38726 | DUPX 38758 | DUPX 38790 |
| DUPX 38612 | DUPX 38727 | DUPX 38759 | DUPX 38791 |
| DUPX 38613 | DUPX 38728 | DUPX 38760 | DUPX 38792 |
| DUPX 38614 | DUPX 38729 | DUPX 38761 | DUPX 38793 |
| DUPX 38615 | DUPX 38730 | DUPX 38762 | DUPX 38794 |
| DUPX 38616 | DUPX 38731 | DUPX 38763 | DUPX 38795 |
| DUPX 38617 | DUPX 38732 | DUPX 38764 | DUPX 38796 |
| DUPX 38618 | DUPX 38733 | DUPX 38765 | DUPX 38797 |
| DUPX 38619 | DUPX 38734 | DUPX 38766 | DUPX 38798 |
| DUPX 38704 | DUPX 38735 | DUPX 38767 | DUPX 38799 |
| DUPX 38705 | DUPX 38736 | DUPX 38768 | DUPX 38800 |
| DUPX 38706 | DUPX 38737 | DUPX 38769 | DUPX 38801 |
| DUPX 38707 | DUPX 38738 | DUPX 38770 | DUPX 38802 |
| DUPX 38708 | DUPX 38739 | DUPX 38771 | DUPX 38803 |
| DUPX 38709 | DUPX 38740 | DUPX 38772 | DUPX 38804 |
| DUPX 38710 | DUPX 38741 | DUPX 38773 | DUPX 38805 |
| DUPX 38711 | DUPX 38742 | DUPX 38774 | DUPX 38806 |
| DUPX 38712 | DUPX 38743 | DUPX 38775 | DUPX 38807 |
| DUPX 38713 | DUPX 38744 | DUPX 38776 | DUPX 38808 |
| DUPX 38714 | DUPX 38745 | DUPX 38777 | DUPX 38809 |
| DUPX 38715 | DUPX 38746 | DUPX 38778 | DUPX 38810 |
|            | DUPX 38747 | DUPX 38779 | DUPX 39008 |

|            |            |            |
|------------|------------|------------|
| DUPX 39009 | DUPX 39055 | DUPX 39099 |
| DUPX 39010 | DUPX 39056 | DUPX 39100 |
| DUPX 39011 | DUPX 39057 | DUPX 39101 |
| DUPX 39012 | DUPX 39058 | DUPX 39102 |
| DUPX 39013 | DUPX 39059 | DUPX 39103 |
| DUPX 39014 | DUPX 39060 | DUPX 39104 |
| DUPX 39015 | DUPX 39061 | DUPX 39105 |
| DUPX 39016 | DUPX 39062 | DUPX 39106 |
| DUPX 39017 | DUPX 39063 | DUPX 39107 |
| DUPX 39018 | DUPX 39064 | DUPX 39108 |
| DUPX 39019 | DUPX 39065 | DUPX 39109 |
| DUPX 39020 | DUPX 39066 | DUPX 39110 |
| DUPX 39021 | DUPX 39067 | DUPX 39111 |
| DUPX 39022 | DUPX 39068 | DUPX 39112 |
| DUPX 39023 | DUPX 39069 | DUPX 39113 |
| DUPX 39024 | DUPX 39070 | DUPX 39114 |
| DUPX 39026 | DUPX 39071 | DUPX 39115 |
| DUPX 39027 | DUPX 39072 | DUPX 39116 |
| DUPX 39028 | DUPX 39073 | DUPX 39117 |
| DUPX 39029 | DUPX 39074 | DUPX 39118 |
| DUPX 39030 | DUPX 39075 | DUPX 39119 |
| DUPX 39031 | DUPX 39076 | DUPX 39120 |
| DUPX 39032 | DUPX 39077 | DUPX 39121 |
| DUPX 39033 | DUPX 39078 | DUPX 39122 |
| DUPX 39034 | DUPX 39079 |            |
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| DUPX 39036 | DUPX 39081 |            |
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| DUPX 39038 | DUPX 39083 |            |
| DUPX 39039 | DUPX 39084 |            |
| DUPX 39040 | DUPX 39085 |            |
| DUPX 39041 | DUPX 39086 |            |
| DUPX 39042 | DUPX 39087 |            |
| DUPX 39043 | DUPX 39088 |            |
| DUPX 39044 | DUPX 39089 |            |
| DUPX 39045 | DUPX 39090 |            |
| DUPX 39046 | DUPX 39091 |            |
| DUPX 39047 | DUPX 39092 |            |
| DUPX 39048 | DUPX 39093 |            |
| DUPX 39049 | DUPX 39094 |            |
| DUPX 39050 | DUPX 39095 |            |
| DUPX 39051 | DUPX 39096 |            |
| DUPX 39052 | DUPX 39097 |            |
| DUPX 39053 | DUPX 39098 |            |

216 tank cars  
with the

following car  
numbers:

DUPX 80034  
DUPX 80035  
DUPX 80036  
DUPX 80037  
DUPX 80038  
DUPX 80039  
DUPX 80040  
DUPX 80041  
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DUPX 80098  
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DUPX 80100  
DUPX 80101  
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