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Bill

CRAVATH, SWAINE & MOORE

LAURANCE V. GOODRICH
SENIOR ATTORNEY

RECORDATION NO. 16514 FILED 1425

SEP 13 1989 -2 30 PM

INTERSTATE COMMERCE COMMISSION

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SEP 13 2 22 PM '89
OPERATING UNIT

9-256A045

RECORDATION NO. 16514 FILED 1425

SEP 13 1989 -2 30 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 16514 FILED 1425

SEP 13 1989 -2 30 PM

INTERSTATE COMMERCE COMMISSION

September 12, 1989

Amoco Chemical Company
Lease Financing Dated as of August 1, 1989
Conditional Sale Indebtedness Due February 27, 2009,
June 14, 2009, and January 2, 2010

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Amoco Chemical Company, for filing and recordation, counterparts of each of the following documents:

1. Conditional Sale Agreement dated as of August 1, 1989, among Amoco Chemical Company, as Seller, The Connecticut National Bank, as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.

2. (a) Lease of Railroad Equipment dated as of August 1, 1989, between Amoco Chemical Company, as Lessee, and The Connecticut National Bank, as Trustee; and

(b) Assignment of Lease and Agreement dated as of August 1, 1989, between The Connecticut National Bank, as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.

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

1. Agent:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

AMOCO CHEMICAL CO. - 4747A HANOVER ST. BALTIMORE, MD

Colleen McGee

2. Trustee:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

3. Seller-Lessee:

Amoco Chemical Company
200 East Randolph Drive
Chicago, Illinois 60601

Please file and record the documents referred to in this letter and index them under the names of the Agent, the Trustee and the Seller-Lessee.

The equipment covered by the aforementioned documents is listed on Exhibit A attached hereto.

There is also enclosed a check for \$26.00 payable to the Interstate Commerce Commission, representing the fee for recording the Conditional Sale Agreement and the Lease of Railroad Equipment and related Assignment of Lease and Agreement (together constituting one document).

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for Amoco Chemical
Company

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

Encls.

ANNEX B TO CONDITIONAL SALE AGREEMENT

<u>Manufacturer</u>	<u>Car Type</u>	<u>Specifications</u>	<u>Number of Cars</u>	<u>Car Numbers (Inclusive)</u>	<u>Estimated Unit Price</u>	<u>Total</u>
<u>Trinity Industries Inc.</u>						
23,500 gallon general purpose tank cars	A	Trinity File No.8855	60	AMCX 123001-123060	\$58,333	\$3,500,000*
6,150 cubic foot covered hopper cars	D	Trinity PSM-1059	61	AMCX 104125-104185	50,820	3,100,000*
6,150 cubic foot covered hopper cars	C	Trinity File No. 2082	125	AMCX 104000-104124	63,200	7,900,000*
20,000 gallon tank cars with special linings for maleic anhydride service	F	Trinity File No. 8932	6	AMCX 120027-120032	66,667	400,000*
<u>ACF Industries Incorporated</u>						
5,800 cubic foot plastic pellet cars	B	ACF 88-0A0-104 5/13/88	60	AMCX 107865-107924	65,000	3,900,000
5,250 cubic foot covered hopper cars	E	ACF 89-0A0-052 1/19/89	160	AMCX 106040-106199	67,500	10,800,000
			472			\$29,600,000

*Deliveries F.O.B. Trinity plant.

C-54

Exhibit A

Interstate Commerce Commission
Washington, D.C. 20423

9/13/89

OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, N.Y. 10019

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 9/13/89 at 2:30pm, and assigned recordation number(s). 16514, 16514-A & 16514-B

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16514
REGISTRATION NO. _____ FILED FOR

SEP 13 1989 -2 30 PM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref: 6648-001]

CONDITIONAL SALE AGREEMENT

Dated as of August 1, 1989

among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity
but solely as Trustee for the Owner,

AMOCO CHEMICAL COMPANY

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS AGENT.

Conditional Sale Agreement

TABLE OF CONTENTS*

	<u>Page</u>
ARTICLE 1.	Assignment 1
ARTICLE 2.	Construction and Sale 2
ARTICLE 3.	Inspection and Delivery 2
ARTICLE 4.	Purchase Price and Payment 4
ARTICLE 5.	Security Interest in the Equipment..... 9
ARTICLE 6.	Taxes 10
ARTICLE 7.	Maintenance; Terminations and Casualty Occurrences; Prepayment of CSA Indebtedness; and Insurance..... 16
ARTICLE 8.	Reports and Inspections 20
ARTICLE 9.	Marking of Trust Equipment 20
ARTICLE 10.	Compliance with Laws and Rules 21
ARTICLE 11.	Possession of Equipment 21
ARTICLE 12.	Discharge of Liens 22
ARTICLE 13.	Indemnity 23
ARTICLE 14.	Assignments 25
ARTICLE 15.	Defaults 27
ARTICLE 16.	Remedies 30
ARTICLE 17.	Assignment from Seller to Agent 35
ARTICLE 18.	Applicable State Laws 41
ARTICLE 19.	Recording 42
ARTICLE 20.	Article Headings; Effect and Modification of Agreement 42
ARTICLE 21.	Notice 43
ARTICLE 22.	Satisfaction of Undertakings 43
ARTICLE 23.	Law Governing 45
ARTICLE 24.	Execution 45
SCHEDULE I	Amortization Schedule of CSA Indebtedness
ANNEX A	Manufacturer's Warranties
ANNEX B	Equipment Schedule
ANNEX C	Lease of Railroad Equipment
ANNEX D	Assignment of Lease and Agreement

* This Table of Contents has been included in this document for convenience only and does not form a part of or affect any construction or interpretation of this document.

Definitions in Conditional Sale Agreement

<u>Definition</u>	<u>Page</u>
Trustee	1
Trust Agreement	1
Owner	1
Seller	1
Agent	1
Participation Agreement	1
Equipment	1
Lessee	1
Lease	1
Investor	1
Investors	1
Participation Agreement	1
Guarantor	1
Lease Assignment	2
Consent	2
Specifications	2
Manufacturer	2
Cut-Off Date	3
Certificate of Acceptance	4
Purchase Price	4
Maximum Purchase Price	5
Invoices	5
Closing Date	5
business day	6
Series A CSA Indebtedness	6
Series B CSA Indebtedness	6
Series C CSA Indebtedness	6
CSA Indebtedness	6
income and proceeds from the Equipment	8
Indemnified Persons	10
CSA	11
related Indemnified Persons	11
Surplus Termination	16
Voluntary Termination	16
Termination	16
Settlement Date	16
Make Whole Premium	17
Treasury Rate	18
Declaration of Default	29

CONDITIONAL SALE AGREEMENT dated as of August 1, 1989, among THE CONNECTICUT NATIONAL BANK, acting not in its individual capacity but solely as Trustee (together with its successors and assigns, "Trustee") acting under a Trust Agreement dated as of the date hereof ("Trust Agreement") with FIRST CHICAGO LEASING CORPORATION, a Delaware corporation ("Owner"), AMOCO CHEMICAL COMPANY, a Delaware corporation (in such capacity, "Seller"), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, not in its individual capacity but solely as Agent (the "Agent") under a Participation Agreement dated the date hereof (the "Participation Agreement").

WHEREAS the Seller will sell and deliver to the Trustee, and the Trustee agrees to purchase, the railroad equipment described in Annex B hereto which is delivered and accepted hereunder ("Equipment");

WHEREAS the Trustee is entering into a lease of the Equipment with Amoco Chemical Company (in such capacity, "Lessee") in substantially the form annexed hereto as Annex C ("Lease"); and

WHEREAS Mercantile-Safe Deposit and Trust Company ("Agent") is acting as agent for State of Wisconsin Investment Board ("Investor" and together with its successors and assigns, "Investors") pursuant to the Participation Agreement dated as of the date hereof ("Participation Agreement"), among the Agent, the Lessee, Amoco Corporation ("Guarantor"), the Owner, the Trustee and the Investor;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1

Assignment

(a) The parties hereto contemplate that the Trustee will furnish that portion of the Purchase Price (as

defined in Article 4 hereof) of the Equipment as is required under subparagraph (i) of paragraph (c) of Article 4 hereof and that an amount equal to the balance of such Purchase Price shall be paid to the Seller by the Agent pursuant to Section 17(d) hereof.

(b) The Trustee will assign to the Agent, as security for the payment and performance of all the Trustee's obligations hereunder, substantially all right, title and interest of the Trustee in and to the Lease pursuant to an Assignment of Lease and Agreement in substantially the form of Annex D hereto ("Lease Assignment") and the Lessee shall consent thereto pursuant to a Consent and Agreement in substantially the form attached to Annex D ("Consent").

ARTICLE 2

Construction and Sale

Pursuant to this Agreement, the Seller shall sell and deliver its Equipment to the Trustee, and the Trustee will purchase from the Seller and accept delivery of and pay for (as hereinafter provided), such Equipment, each unit of which shall have been constructed in accordance with the specifications referred to in Annex B hereto and in accordance with such modifications thereof as may be agreed upon in writing among the Seller, the Owner and the Trustee (which specifications and modifications, if any, are hereinafter called the "Specifications"). Each manufacturer of the Equipment ("Manufacturer") has warranted as set forth in Annex A hereto that the design, quality and component parts of each unit of its Equipment did or shall conform, on the date of completion of manufacture thereof, to all United States Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards, if any, required by the Association of American Railroads reasonably interpreted as then being applicable to each such unit of Equipment.

ARTICLE 3

Inspection and Delivery

(a) The Seller will deliver the units of Equipment to the Trustee at the place or places specified in Annex B hereto (or if Annex B does not specify a place or places, at the place or places designated from time to time

by the Trustee), freight, if any, prepaid; provided, however, that delivery of any unit of the Equipment shall not be made until this Agreement and the Lease have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303; provided further, that the Seller shall have no obligation to deliver any unit of Equipment hereunder subsequent to the commencement of any proceedings specified in clause (d) of Article 15 hereof or the occurrence of any event of default (as described in Article 15 hereof), or any event which, with the lapse of time and/or demand, could constitute such an event of default. The Seller agrees not to deliver any unit of its Equipment hereunder (i) until it receives notice from the Agent and the Trustee, respectively, that the conditions contained in Sections 8 and 9, respectively, of the Participation Agreement have been met or waived, (ii) following receipt of written notice from the Trustee or the Agent of the commencement of any such proceedings or the occurrence of any such event, as aforesaid, until such time as such written notice may be canceled by a further written notice, and (iii) following receipt by the Agent, the Investor and the Trustee of written notice from the Lessee to the effect that the Equipment specified in said notice has been deleted from the transaction pursuant to Section 3.04 of the Lease and that such Equipment should not be delivered hereunder.

(b) Notwithstanding paragraph (c) below, any Equipment not delivered as a result of paragraph (a) of this Article 3, and any Equipment not delivered and accepted hereunder on or prior to September 30, 1990 ("Cut-Off Date"), by reason of failure of condition as provided in said paragraph (a) or causes set forth in said paragraph (c) or otherwise, shall be excluded from this Agreement, and the Trustee shall be relieved of its obligation to purchase and pay for such Equipment. If any Equipment shall be excluded herefrom pursuant to the immediately preceding sentence, the Seller and the Trustee shall execute an agreement supplemental hereto limiting this Agreement to the Equipment not so excluded herefrom.

(c) The Seller's obligation as to the time of delivery set forth in Annex B is subject, however, to delays resulting from causes beyond the Seller's reasonable control, including but not limited to acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage, strikes, differences with workmen, accidents, fire, flood, explosion, damage to plant, equipment or facilities, delays in receiving necessary materials or delays of manufacturers,

carriers or subcontractors. The occurrence of any of the foregoing shall not extend the final date for the delivery and acceptance of any Equipment as specified above.

(d) Each unit shall have been presented to an inspector for inspection at the place specified for delivery of such unit or units, and if each such unit conformed to the Specifications, requirements and standards applicable thereto, such inspector (who shall have been an employee or agent of the Lessee or other representative of the Lessee) shall execute and deliver to the Seller on the Closing Date in question a certificate of acceptance ("Certificate of Acceptance") stating that such unit or units have been inspected and accepted on behalf of the Trustee and are marked in accordance with Article 9 hereof; provided, however, that the Manufacturer thereof shall not thereby be relieved of its warranties referred to in Article 13 hereof.

(e) On delivery and acceptance as aforesaid of each such unit of its Equipment at the place specified for delivery, the Seller in its capacity as Seller shall have no further responsibility for, nor bear any risk of, any damage to or the destruction or loss of such unit; provided, however, that the Manufacturer thereof shall not thereby be relieved of its warranties referred to in Article 13 hereof.

(f) Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the delivery to and acceptance by or on behalf of the Trustee of any unit of Equipment excluded from this Agreement pursuant to the first paragraph of Article 4 hereof shall be ineffective, ab initio, to create in or transfer to the Trustee any legal or beneficial right or interest in such unit or to impose on the Trustee any liability, obligation or responsibility with respect thereto.

ARTICLE 4

Purchase Price and Payment

(a) The base price or prices per unit of the Equipment are set forth in Annex B hereto. Such base price or prices are subject to such increase or decrease as is agreed to by the Seller and the Trustee, but in no event shall the price of any unit of Equipment exceed the fair market value of such unit as determined by the Appraisal referred to in Section 9 of the Participation Agreement. The term "Purchase Price" as used herein shall mean the base

price or prices as so increased or decreased as set forth in the invoice or invoices of the Seller delivered to the Trustee (which shall include any applicable freight charges and sales taxes) and, if the Purchase Price is other than the base price or prices set forth in Annex B, the invoice or invoices shall be accompanied by, or have endorsed thereon, the agreement or approval of the Trustee (such invoice or invoices being hereinafter called "Invoices"). If on the date of delivery and acceptance of any unit or units of Equipment hereunder, the aggregate Purchase Price of such unit or units and all units theretofore delivered and accepted hereunder would, but for the provisions of this sentence, exceed \$32,560,000 ("Maximum Purchase Price") (or such higher amount as the Owner may at its option agree to prior to delivery of any unit or units of such Equipment that, but for such agreement, would be excluded from this Agreement), the Seller, the Agent and the Trustee will enter into an agreement, prepared at the expense of the Seller, excluding from this Agreement such unit or units of Equipment then proposed to be settled for and specified by the Trustee, as will, after giving effect to such exclusion, reduce such aggregate Purchase Price under this Agreement to not more than such Maximum Purchase Price (or such higher amount as aforesaid) and the Trustee shall take such other steps, including the execution of instruments of transfer, as may be reasonably requested by the Seller for the purpose of acknowledging and perfecting the interest of Seller in any unit of Equipment so excluded, and the Trustee shall have no further obligation or liability in respect of units so excluded.

(b) All units of Equipment delivered and accepted hereunder (i) on or prior to the first Closing Date (as hereinafter defined), shall be designated Series A Equipment, (ii) after the first Closing Date, but on or prior to the second Closing Date, shall be designated Series B Equipment and (iii) after the second Closing Date, and on or prior to the Cut-Off Date, shall be designated Series C Equipment. The Equipment shall be settled for by Series of Equipment. The term "Closing Date" with respect to any Series of Equipment shall mean such date (not earlier than August 30, 1989, and not later than the Cut-Off Date), as shall be fixed by the Seller by written notice delivered to the Owner, the Trustee, the Agent and the Investor at least five business days prior to the Closing Date designated therein. Unless the parties otherwise agree, there shall not be more than three Closing Dates and such Closing

Dates shall be September 28, 1989, December 15, 1989, and July 3, 1990. Unless otherwise agreed by the parties hereto, the total Purchase Price of all Equipment for all closings in the fourth quarter of 1989 shall not exceed \$10,000,000. The term "business day" as used herein means any calendar day, excluding Saturdays, Sundays and any other day on which banking institutions in Baltimore, Maryland, Chicago, Illinois, Hartford, Connecticut, or the city and state in which the Trustee maintains its principal place of business are authorized or obligated to remain closed. The closing on each Closing Date shall take place at the offices of Cravath, Swaine & Moore, New York, New York.

(c) Subject to the terms and condition hereof and of the Participation Agreement, the Trustee hereby acknowledges itself to be indebted to the following parties in the amount of, and hereby agrees to pay in immediately available funds to such parties at such place as they each may designate, the Purchase Price of each Series of Equipment, as follows:

(i) to the Seller on the Closing Date with respect to such Series an amount equal to not less than 20% nor more than 30% (the precise percentage to be specified in the notice of closing) of the aggregate Purchase Price of such Series; and

(ii) to the Agent in installments, as hereinafter provided, an amount equal to the aggregate Purchase Price of the units of Equipment for which settlement is then being made, less the aggregate amount paid or payable with respect thereto pursuant to subparagraph (i) of this paragraph.

(d) The portion of the Purchase Price payable pursuant to subparagraph (ii) of the preceding paragraph with respect to the Equipment settled for on the first Closing Date ("Series A CSA Indebtedness") for the Series A Equipment, the portion of the Purchase Price payable pursuant to said subparagraph (ii) with respect to the Equipment settled for on the second Closing Date ("Series B CSA Indebtedness") for the Series B Equipment and the portion of the Purchase Price payable pursuant to said subparagraph (ii) with respect to the Equipment settled for on the third Closing Date ("Series C CSA Indebtedness") for the Series C Equipment shall each be payable in installments on the respective dates shown in Schedule I hereto. The Series A, the Series B and the Series C CSA Indebtedness are herein sometimes collectively called "CSA Indebtedness".

The unpaid balance of each Series of the CSA Indebtedness shall bear interest on a semi-annual equivalent basis from its Closing Date in respect of which such indebtedness was incurred at the applicable Debt Rate (as hereinafter defined). Such interest shall be payable, to the extent accrued, on the dates set forth in Schedule I hereto. The installments of principal payable on each payment date shall be calculated so that the amount and allocation of principal and interest payable on each payment date shall be substantially in proportion to the amount and allocation of principal and interest on such payment date set forth in Schedule I hereto and the aggregate of such installments of principal will completely amortize the remaining CSA Indebtedness. The Agent will furnish to the Trustee, the Owner, each Investor and the Lessee promptly after the last Closing Date a schedule, in such number of counterparts as shall be requested by the Trustee, showing the respective amounts of principal and interest payable on each Payment Date. The Debt Rate applicable to the Series A, the Series B and the Series C CSA Indebtedness shall be determined by Chemical Bank ten business days before the Closing Date for such Series at a rate per annum equal to 95 basis points over the interpolated 14-year U.S. Treasury Bond rate utilizing the interpolation of the average of both 10-year and 30-year U.S. Treasury Bonds for the five business days immediately prior to such determination.

(e) Interest under this Agreement shall be determined on the basis of a 360-day year of twelve 30-day months except that interest payable on the first interest payment date hereunder for each Series of CSA Indebtedness shall be calculated on the basis of the actual number of calendar days elapsed from its Closing Date.

(f) The Trustee will pay, to the extent legally enforceable, interest upon all amounts remaining unpaid in respect of the Equipment after the same shall have become due and payable pursuant to the terms hereof at a rate 1% higher than the Debt Rate applicable to timely payments.

(g) All payments provided for in this Agreement shall be made in immediately available funds in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. If any date for a payment hereunder is not a business day, the payment otherwise payable on such date shall then be payable on the following business day, and no interest shall be payable for the period from and after the scheduled date for payment thereof to such following

business day. Except as provided in Article 7 hereof, the Trustee shall not have the privilege of prepaying any portion of the CSA Indebtedness prior to the date it becomes due.

(h) Notwithstanding any other provisions of this Agreement, including, without limitation, Articles 15 and 16 hereof but without limiting the effect of Article 21 hereof, it is understood and agreed by the Agent that the liability of the Trustee for all payments to be made by it under and pursuant to this Agreement in respect of the Equipment and for all performance obligations (other than the payments called for by subparagraph (i) of paragraph (c) of this Article, the first interest payment due on each Series of CSA Indebtedness and the payments required by the proviso to paragraph (c) of Article 12 hereof) under and pursuant to this Agreement in respect of the Equipment, shall not exceed an amount equal to, and shall be payable only out of, the income and proceeds from the Equipment. As used herein the term "income and proceeds from the Equipment" shall mean (i) if an event of default shall have occurred under Article 15 hereof and while it shall be continuing, so much of the following amounts as are indefeasibly received by the Trustee (or any assignee of the Trustee) at any time after any such event of default and during the continuance thereof: (a) all amounts of rental payable pursuant to the Lease and all amounts in respect of Casualty Occurrences or Terminations (as defined in Article 7 hereof) paid for or with respect to the Equipment pursuant to the Lease and (b) any and all other payments or proceeds received pursuant to the Lease or Section 19 of the Participation Agreement (except sums which are included in Excepted Rights as defined in Section 1 of the Lease Assignment) or for or with respect to the Equipment as the result of the sale, lease or other disposition thereof, after deducting all costs and expenses of such sale, lease or other disposition and (ii) at any other time, only that portion of the amounts referred to in the foregoing clauses (a) and (b) or otherwise payable to the Trustee pursuant to the Lease or said Section 19 as are indefeasibly received by the Trustee or any assignee of the Trustee and as shall equal the portion of the CSA Indebtedness due and payable on the date such amounts so received were required to be paid pursuant to the Lease or as shall equal any other payments (including prepayments in respect of Casualty Occurrences and Terminations) then due and payable under this Agreement; it being understood that "income and proceeds from the Equipment" shall in no event include amounts referred to in the foregoing clauses (a) and (b) which were received by the Trustee

or any assignee of the Trustee prior to the existence of such an event of default which exceeded the amounts required to discharge that portion of the CSA Indebtedness and/or interest thereon due and payable by the Trustee on the date on which amounts received by the Trustee or any assignee of the Trustee were required to be paid pursuant to the Lease or which exceeded any other payments including prepayments in respect of Casualty Occurrences and Terminations due and payable under this Agreement at the time such amounts were payable under the Lease. The Agent agrees that if it obtains a judgment against the Trustee for an amount in excess of the amounts payable by the Trustee pursuant to the limitations set forth in this paragraph, it will, accordingly, limit its execution of such judgment to such amount (and, if legally permitted, will cause the docket to reflect the limitations on its right to execute under such judgment), it will not bring suit against the Trustee for any sums in addition to the amounts payable by the Trustee pursuant to said limitations except as may be required by applicable rules of procedure to enforce against the Equipment, the Lessee and the Lease (rather than against the Trustee personally), by appropriate proceedings against the Trustee at law or in equity or otherwise, the obligation to make the payments to be made pursuant to this Agreement or any other payments or performance obligations due to the Agent under this Agreement and it will not seek any deficiency judgment after completion of execution. Nothing contained herein limiting the liability of the Trustee shall derogate from the right of the Agent to proceed against the Equipment or the Lessee as provided for herein or in the Lease or the Consent as such right is limited therein for the full unpaid balance of the CSA Indebtedness and interest thereon and any and all other payments and obligations under this Agreement.

ARTICLE 5

Security Interest in the Equipment

(a) The Seller has retained a security interest in the Equipment which the Seller hereby assigns to the Agent pursuant to Article 17(a)(i) hereof to hold until the Trustee shall have made all its payments under this Agreement and shall have kept and performed all its agreements herein contained, notwithstanding any provision of this Agreement limiting the liability of the Trustee and notwithstanding the delivery of the Equipment to and the possession and use thereof by the Trustee and the Lessee as

provided in this Agreement and the Lease; it being understood that, subject thereto, title to the Equipment (upon delivery and acceptance thereof) shall pass to and remain in the Trustee. Accordingly, after all payments due or to become due hereunder in respect of the Equipment shall have been completed and fully made to or for the account of the Agent, and the Trustee shall have performed all its other obligations hereunder (without regard to the provisions of paragraph (h) of Article 4 hereof or Article 22 hereof), (a) such payments shall be deemed to represent the discharge in full of the Agent's security interest in the Equipment at such time, (b) any moneys remaining in the hands of the Agent after providing for all outstanding amounts due and payable hereunder shall be paid to the Trustee, and (c) the Agent shall execute for record in public offices such instrument or instruments in writing as shall be reasonably requested by the Trustee in order to discharge of record the security interest of the Agent in, and to make clear upon public records the Trustee's unencumbered title to, the units of the Equipment under the laws of any jurisdiction; provided, however, that until that time a security interest in the Equipment shall be and remain in the Agent, notwithstanding the possession and use thereof by the Trustee pursuant to the terms of this Agreement.

(b) The Trustee hereby waives and releases any and all rights, existing or that may be acquired, in or to the payment of any penalty, forfeit or damages for failure to execute and deliver such instrument or instruments or to file any certificate of payment in compliance with any law or statute requiring the filing of the same, except for failure to execute and deliver such instrument or instruments or to file such certificates within a reasonable time after written demand by the Trustee.

ARTICLE 6

Taxes

(a) Whether or not the transactions contemplated by the Documents are consummated, the Trustee agrees to pay, and to indemnify and hold harmless the Agent, the Investors and their respective successors, assigns, principals, agents and servants (the "Indemnified Persons") on an after-tax basis (as defined in Section 6.01 of the Lease) from all Taxes (as defined in Section 6.01 of the Lease) imposed by any United States Federal, state or local taxing authority upon or with respect to: (i) any Unit or any part thereof;

(ii) the manufacture, purchase, ownership, delivery, substitution, sale, leasing, possession, use, operation, transfer of title, return or other disposition thereof; (iii) the rentals, receipts or earnings arising therefrom; (iv) this Conditional Sale Agreement ("CSA"), the Lease, the Lease Assignment, the Consent, the Trust Agreement, the Participation Agreement or any other Document; or (v) any payment made pursuant to any such agreement, or the property, the income or other proceeds received with respect to property held in trust by the Trustee under the Trust Agreement or by the Agent under the CSA; excluding, however, (i) Taxes imposed by any United States Federal, state or local taxing authority that are based upon or measured by gross or net income or gross or net receipts (including any minimum or alternative minimum Taxes, withholding Taxes and any Taxes on or measured by any items of tax preference); (ii) franchise Taxes, Taxes on doing business (including those based on gross receipts) and Taxes on capital or net worth; (iii) Taxes imposed on or with respect to an Indemnified Person resulting from (x) any voluntary or involuntary transfer by such Indemnified Person or a related Indemnified Person with respect thereto of any interest in a Unit or any part thereof or any interest arising under the Documents other than (A) a transfer pursuant to the exercise of remedies in connection with an Event of Default by the Lessee under the Lease; (B) a transfer resulting from a Casualty Occurrence or (C) with respect to taxes resulting from such transfer as are not normally borne by a seller, a transfer pursuant to the exercise by the Lessee of any termination or purchase option or (y) any transfer of any of the foregoing interests in connection with any bankruptcy or other proceeding for the relief of debtors in which such Indemnified Person or a related Indemnified Person is the debtor or any foreclosure by a creditor of such Indemnified Person or a related Indemnified Person with respect thereto other than a bankruptcy (or other proceeding) or a foreclosure caused by an Event of Default (the term "related Indemnified Person" shall have the meaning given in Section 6.01 of the Lease); (iv) any interest, penalties or additions to tax that would not have resulted but for the failure of an Indemnified Person or a related Indemnified Person with respect thereto to file any return properly and timely unless such failure shall be caused by the failure of the Trustee to fulfill its obligations, if any, under Article 6(d) hereof with respect to such return; (v) any Tax resulting from an Indemnified Person's or a related Indemnified Person's engaging, with respect to a Unit, any part thereof or any interest therein, in transactions other than those contemplated by the Documents; (vi) any Tax that

is being contested in accordance with the contest provisions of Article 6(b) hereof during the pendency of such contest; (vii) any Tax attributable to a Unit that is imposed with respect to any period after the earliest of (x) the expiration of the term of the Lease with respect to such Unit (unless the Lessee has wrongfully failed to return such Unit), (y) return of possession of such Unit to the Owner and (z) the discharge in full of the Lessee's obligations to pay the Casualty Value or the Termination Value and all other amounts due, if any, under Section 7 of the Lease, as the case may be, with respect to such Unit; provided, however, that the exclusion set forth in this subparagraph (vii) shall not apply to Taxes relating to events occurring or matters arising prior to or simultaneously with the earliest of (x), (y) and (z); (viii) any Tax to the extent such Tax would not have been imposed if an Indemnified Person or a related Indemnified Person with respect thereto had not engaged in activities in the jurisdiction imposing such Tax which activities are unrelated to the transactions contemplated by the Documents; (ix) any Taxes in the nature of value-added Taxes (as defined in Section 6.01 of the Lease); (x) any Taxes resulting exclusively from, or that would not have been imposed but for the inaccuracy of any representation, warranty or covenant by an Indemnified Person or any related Indemnified Person with respect thereto and; (xi) any Taxes imposed on an Indemnified Person resulting from the gross negligence or willful misconduct of such Indemnified Person or a related Indemnified Person with respect thereto.

(b) If a written claim is made against any Indemnified Person for any Taxes indemnified against under this Article 6, such Indemnified Person shall promptly notify the Trustee (it being understood, without prejudice to any other rights the Trustee may have in connection therewith, including any damages for failure to give notice, that the failure to give such notice shall not affect the Trustee's obligation hereunder to indemnify the Indemnified Person, unless such failure shall materially impair a contest of such claim). If reasonably requested by the Trustee in writing, such Indemnified Person shall, at the expense and (at the Trustee's option) under the direction of the Trustee, 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 Trustee may also contest, at its

own expense, the validity, applicability or amount of such Taxes in its own name or in the name of such Indemnified Person; provided that no proceeding or action relating to such contest in the name of such Indemnified Person shall be commenced (nor shall any pleading, motion, brief or other paper be submitted or filed in the name of such Indemnified Person in any such proceeding or action) without the prior written consent of such Indemnified Person, such consent not to be unreasonably withheld. If the Trustee exercises its option to pursue a contest in the name of an Indemnified Person, such Indemnified Person shall cooperate with the Trustee in the pursuit of such contest. In no event shall any Indemnified Person be required nor the Trustee be permitted to contest or continue to contest the imposition of any Tax for which the Trustee is obligated to indemnify pursuant to this Article 6 unless (i) the Trustee shall have agreed to pay and shall pay such Indemnified Person all reasonable costs and expenses that such Indemnified Person incurs in connection with contesting such claim (including, without limitation, all costs, expenses, reasonable legal and accounting fees and disbursements), (ii) if such contest shall be conducted in a manner requiring the payment of the claim, the Trustee shall have advanced the amount thereof and (iii) no Event of Default pursuant to Section 10.01(A) or (B) of the Lease shall have occurred and be continuing without the Trustee's having provided adequate security for its indemnity obligation with respect to the contest action to be undertaken. If an Indemnified Person shall obtain a refund (or would have obtained a refund but for a counterclaim or set-off with respect to Taxes not indemnified by the Trustee) of all or any part of such Taxes previously reimbursed by the Trustee in connection with any such contest or any amount representing interest thereon applicable to the amount paid by the Trustee and the period of such payment, such Indemnified Person shall pay to the Trustee the amount of such refund or interest (or the amount that would have been obtained as aforesaid) net of expenses; provided, however, any such reimbursement (except for such interest) to the Trustee will not exceed the amount of prior indemnification payments made by or on behalf of the Trustee to the reimbursing party; provided further, however, that no such amount shall be paid while an Event of Default pursuant to Section 10.01(A) or (B) of the Lease shall have occurred and be continuing.

(c) Any payment that the Trustee shall be required to make to or for the account of the Indemnified Person with respect to any Tax subject to indemnification under this Article 6 shall (A) reflect any current savings

of such Indemnified Person resulting by way of deductions, credits or other tax benefits attributable to the payment (or accrual) of such indemnified Tax unless such deduction or credit or other tax benefit was taken into account in computing the payment that the Trustee is required to make with respect to any Tax that is subject to indemnification under this Article 6 by way of a deduction or credit against such Tax and (B) include the amount necessary to hold the Indemnified Person harmless on an after-tax basis (as defined in Section 6.01 of the Lease) from the amount of any United States Federal, state or local taxes required to be paid by the Indemnified Person as the result of any such payment. If, by reason of any Tax payment made to or for the account of the Indemnified Person by the Trustee pursuant to this Article 6 the Indemnified Person subsequently realizes a tax benefit, savings, deduction or credit (including foreign tax benefit) not previously taken into account in computing such payment, the Indemnified Person shall promptly pay to the Trustee an amount equal to the sum of (I) the actual net reduction in Taxes, if any, realized by the Indemnified Person attributable to such deduction or credit and (II) the actual reduction in any Taxes realized by the Indemnified Person as the result of any payment made by the Indemnified Person pursuant to this sentence; provided, however, that the Indemnified Person shall not be obligated to make payment pursuant to Article 6(c) to the extent that the amount of such payment would exceed (x) the amount of all prior payments made by or on behalf of the Trustee pursuant to this Article 6, less (y) the amount of all prior payments by the Indemnified Person to the Trustee pursuant to this Article 6, and any amount not paid pursuant to this clause shall be carried forward and reduce any subsequent obligations of the Trustee to indemnify the Indemnified Person. For purposes of the preceding sentence, applicable foreign tax benefits of the Indemnified Person shall be deemed to be utilized by the Indemnified Person as credits or deductions for any taxable year in accordance with the following priorities:

First, to the extent the ability of an Indemnified Person to use foreign tax benefits to reduce its liability for Federal income taxes is increased by reason of net foreign source taxable income attributable to any payment by the Lessee pursuant to this Article 6, such foreign tax benefits shall be deemed to be used prior to any other foreign tax benefits of an Indemnified Person;

Second, all foreign tax benefits other than those described in the next two clauses of this sentence;

Third, all available foreign tax benefits attributable to any leasing transaction entered into by the Indemnified Person with a lessee other than the Lessee and for which the Indemnified Person was indemnified or held harmless by anyone in such lease transaction (other than a lease transaction described in the next clause of this sentence) shall be deemed to be used on a pari passu basis with any foreign tax benefits attributable to any payment made to or for the account of the Indemnified Person pursuant to this Article 6; and

Fourth, all available foreign tax benefits attributable to any leasing transaction entered into by the Indemnified Person for which the Indemnified Person was indemnified or held harmless by anyone in such lease transaction and in which the tax benefit ordering rules applicable to such indemnification specifically provide that foreign taxes attributable to such transaction shall be taken in account last (and not on a pari passu basis as hereinabove stated).

(d) In case any report or return is required to be made with respect to any obligation of the Trustee under this Article 6 or arising out of this Article 6, the Trustee shall either make such report or return in such manner as will show the interests of the Indemnified Person in the Units or shall promptly notify the Indemnified Person of such requirement and shall make such report or return in such manner as shall be satisfactory to the Indemnified Person. All costs and expenses (including legal and accountants' fees) of preparing any such return or report shall be borne by the Trustee.

(e) The Trustee may delegate its obligations under this Article 6 to the Lessee pursuant to the Lease.

(f) All of the obligations of the Trustee under this Article 6 shall survive and continue, notwithstanding payment in full of all amounts due under this Agreement, but only with respect to periods included in the term of this Agreement.

ARTICLE 7

Maintenance; Terminations and Casualty Occurrences; Prepayment of CSA Indebtedness; and Insurance

(a) The Trustee shall, at its own cost and expense, maintain and keep each unit of the Equipment (including any Parts installed on or replacements made to any unit and considered an accession thereto as provided in Section 9 of the Lease) in the condition required by Section 9 of the Lease.

(b) In the event that the Lease is terminated pursuant to Section 7.06 of the Lease as to any unit of the Equipment ("Surplus Termination") or pursuant to Section 7.08 of the Lease as to any unit of the Equipment ("Voluntary Termination", a Surplus Termination or a Voluntary Termination are sometimes hereinafter called a "Termination") or any unit of the Equipment suffers a Casualty Occurrence (as defined in Section 7.01 of the Lease), the Trustee shall, promptly after it shall have received notice from the Lessee or has otherwise been informed of a Termination or that such unit has suffered a Casualty Occurrence, send a copy of the notice to the Agent. On the Casualty Date (as defined in the Lease) or on the Termination Date (as defined in the Lease) in the case of a Termination (each such date hereinafter called a "Settlement Date"), the Trustee shall pay to the Agent (i) in the case of a Casualty Occurrence, a sum equal to the CSA Casualty Value (as hereinafter defined in paragraph (c) of this Article 7) of such unit suffering a Casualty Occurrence as of such Settlement Date, together with all interest accrued and unpaid on the portion of the CSA Indebtedness being prepaid; provided, however, that no such payment shall be made to the Agent if the Lessee substitutes railroad rolling stock as permitted by clause (ii) of Section 7.01 of the Lease, and (ii) in the case of a Termination, a sum equal to the CSA Termination Value (as hereinafter defined in paragraph (d) of this Article 7) of such unit subject to such Termination as of such Settlement Date, together with all interest accrued and unpaid on the portion of the CSA Indebtedness being prepaid. Any money paid to the Agent pursuant to this paragraph shall be applied (after the payment of the interest and principal due on such date) on the date of such payment to prepay without penalty or premium, except in the case of a Termination, ratably in accordance with the unpaid balance of each installment, the CSA Indebtedness of the Series applicable to such Casualty Occurrence or Termination,

together with all interest accrued and unpaid on the portion of the CSA Indebtedness being prepaid. The Agent shall promptly cause to be furnished to the Investor, the Trustee, the Owner and the Lessee a revised schedule of payments of principal and interest thereafter to be made on such CSA Indebtedness, in such number of counterparts as any such party may request, calculated as provided in Article 4 hereof. In the event of the requisition for use by the United States Government of any unit of the Equipment, all of the Trustee's obligations hereunder with respect to such unit shall continue to the same extent as if such requisition had not occurred unless and until such requisition constitutes a Casualty Occurrence.

(c) The CSA Casualty Value of each unit of the Equipment shall be deemed to be the balance of the CSA Indebtedness with respect to such unit remaining unpaid on the Settlement Date (after the payment of the interest and principal due on such date) as of which such CSA Casualty Value shall be determined. For the purpose of this paragraph (c) and paragraph (d) hereof, each payment of the Purchase Price made pursuant to Article 4 hereof shall be deemed to be a payment with respect to each unit of Equipment of a particular Series in like proportion as the original Purchase Price of such unit bears to the aggregate original Purchase Price of all the Equipment in such Series.

(d) The CSA Termination Value of any unit shall be an amount equal to the sum of the CSA Casualty Value thereof plus, in the case of a Surplus Termination, a prepayment premium equal to the Make-Whole Premium defined in paragraph (e) below or plus, in the case of a Voluntary Termination, a prepayment premium equal to the product of the multiplication of such CSA Casualty Value by 1/2 of the applicable Debt Rate.

(e) "Make Whole Premium" shall mean a premium equal to the excess, if any, of (i) the present value, as of the date of prepayment of the Series of CSA Indebtedness in question, of the respective installments of principal of and interest on such CSA Indebtedness that, but for such prepayment, would have been payable on the payment dates after such prepayment over (ii) the principal amount of such prepayment. Such present value shall be determined by discounting the amounts of such installments from their respective payment dates to the date of prepayment at a rate equal to 0.50% per annum over the applicable Treasury Rate; provided, however, that the Make Whole Premium shall be zero if the Settlement Date is on or after the date of the

original average life to maturity of the Series of CSA Indebtedness in question. "Treasury Rate" shall mean the yield on a hypothetical United States Treasury security with a constant maturity matching the then remaining average life to maturity of such Series of CSA Indebtedness in question. The hypothetical Treasury security is to be derived by referring to the Federal Reserve Board's Statistical Release H-15 (519) (or its successor publication) most recently available next preceding (by not more than 10 nor less than 5 business days) the date of the prepayment of such CSA Indebtedness. If there is a Treasury constant maturity listed in said Federal Reserve H-15 Release with a maturity equal to the then remaining average life to maturity of such CSA Indebtedness, then the yield on such Treasury security shall be the Treasury Rate. If no such Treasury constant maturity exists, then the Treasury security with a constant maturity closest to and greater than the then remaining average life to maturity of such CSA Indebtedness, shall be used, along with the Treasury security with a constant maturity closest to and less than the remaining average life to maturity of such CSA Indebtedness, in the following formula in order to calculate the Treasury Rate:

$$TR = YA + (RALM--MA) \times \frac{(YB--YA)}{(MB--MA)}$$

where: TR = Treasury Rate.
 RALM = Remaining Average life to Maturity of such CSA Indebtedness.
 A = Treasury security with a maturity closest to and less than RALM.
 B = Treasury security with a maturity closest to and greater than RALM.
 YA = Yield to Maturity of Security A.
 YB = Yield to Maturity of Security B.
 MA = Maturity of Security A.
 MB = Maturity of Security B.

If there shall be no Treasury security with a constant maturity less than the then remaining average life to maturity of such CSA Indebtedness, then Treasury Rate shall mean the yield on the Treasury security with the shortest Treasury constant maturity. If said Federal Reserve H-15 Release or a successor publication refers to no applicable yield on Treasury securities, then the Treasury Rate shall be determined in any manner mutually acceptable to the Lessee and the holders of such CSA Indebtedness.

(f) Upon payment by the Trustee to the Agent (i) of the CSA Casualty Value of any unit of the Equipment

having suffered a Casualty occurrence or (ii) of the CSA Termination Value of any unit subject to a Termination, as between the Trustee and the Agent, absolute right to the possession of, title to and property in such unit shall pass to and vest in the Trustee, without further transfer or action on the part of the Agent, except that the Agent, if requested by the Trustee, will execute and deliver to the Trustee, at the expense of the Lessee, an appropriate instrument (without any representations or warranties) confirming such passage to the Trustee of all the Agent's right, title and interest, and the release of the Agent's security interest, in such unit, in recordable form, in order that the Trustee may make clear upon the public records the title of the Trustee to such unit.

(g) If the Agent shall receive any insurance proceeds or condemnation payments in respect of such units suffering a Casualty Occurrence, the Agent shall, subject to the Agent having received payment of the CSA Casualty Value hereunder, pay such insurance proceeds or condemnation payments to the Trustee. All insurance proceeds or condemnation payments received by the Agent in respect of any unit or units of Equipment not suffering a Casualty Occurrence shall be paid to the Trustee upon proof satisfactory to the Agent that any damage to such unit in respect of which such proceeds were paid has been fully repaired.

(h) At any time commencing with the tenth anniversary of any Series of CSA Indebtedness, the Trustee may prepay such CSA Indebtedness by paying the Agent a sum equal to the CSA Casualty Value plus accrued interest plus a prepayment premium equal to the product of the multiplication of such CSA Casualty Value by the applicable percentage of the applicable Debt Rate set forth below:

<u>Prepayment Date Occurring During the Following Anniversary Year From the Applicable Closing Date for the Series in Question</u>	<u>Percentage of Applicable Debt Rate</u>
10	50%
11	45%
12	40%
13	35%
14	30%
15	25%
16	20%
17	15%
18	10%
19	5%
20	0%

(i) The Trustee shall at all times while this CSA is in effect maintain or cause to be maintained the insurance described in Section 7.13 of the Lease.

ARTICLE 8

Reports and Inspections

The Trustee will furnish to the Agent, on or before May 1 in each year, commencing with the calendar year 1990 an accurate statement to the effect set forth in Section 8.01 of the Lease. Subject to the provisions of the Lease, the Agent shall have the right by its agents to inspect the Equipment and the records of the Trustee with respect thereto at such reasonable times as the Agent may request.

ARTICLE 9

Marking of Trust Equipment

(a) The Trustee will cause each unit of Equipment to be kept numbered as provided in Section 5.01 of Lease.

(b) The Trustee will not place or permit any unit of Equipment to be placed in operation or exercise any control or dominion over the same until such markings shall have been made thereon and will replace or cause to be replaced promptly any such markings which may be removed, defaced, obliterated or destroyed. The Trustee shall not

change, or permit to be changed, the identifying numbers to be substituted therefor, except upon compliance with the condition of Section 5.01 of the Lease.

(c) Except as above provided, the Trustee will not allow the name of any person to be placed on the units of Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Trustee may permit the Equipment to be lettered with the names, trademarks, initials or other insignia customarily used by the user of such Equipment or its affiliates.

ARTICLE 10

Compliance with Laws and Rules

During the term of this Agreement, the Trustee will comply, and will cause every lessee or user of the Equipment to comply, in all respects (including, without limitation, with respect to the use, maintenance and operation of the Equipment) with all Applicable Laws (as defined in Section 9 of the Lease) and in the event that such Applicable Laws require any alteration, replacement, addition or modification of or to any part of any unit of the Equipment, the Trustee will, or will cause the Lessee to, conform therewith at no expense to the Agent; provided, however, that the Trustee or the Lessee may, in good faith, contest the validity or application of any such Applicable Laws in any reasonable manner which does not, in the reasonable opinion of the Agent, adversely affect the property or rights of the Agent under this Agreement.

ARTICLE 11

Possession of Equipment

(a) So long as no event of default has occurred and is continuing hereunder, the Trustee shall be entitled to the possession and use of the Equipment and also to enter into the Lease and to permit the use of the Equipment as provided in the Lease.

(b) The Trustee hereby agrees that the Lease, and the rights of the Trustee to receive rentals and other payments due and to become due thereunder (except sums which are included in Excepted Rights), shall be subject and

subordinate to this Agreement and to the rights of the Agent hereunder and under the Consent.

(c) Except as permitted by the Trust Agreement, the Trustee will not sell, assign or transfer its rights under this Agreement in respect of the Equipment or, except as provided in paragraph (a) of this Article 11 in respect of the Lease, transfer the right to possession of any unit of Equipment. The Trustee will not amend or consent to any change in the Trust Agreement except as specifically provided therein.

ARTICLE 12

Discharge of Liens

(a) The Trustee will pay or discharge any and all sums claimed by any party from, through or under the Trustee, the Owner or their successors or assigns which, if unpaid, might become a lien, charge or security interest on or with respect to the Equipment, or any unit thereof, or the "income and proceeds from the Equipment" (as defined in Article 4 hereof), and will promptly discharge any such lien, charge or security interest which arises, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the reasonable opinion of the Agent, adversely affect the interest of the Agent in the Equipment, its interest in the income and proceeds from the Equipment, or otherwise under this Agreement. Any amounts paid by the Agent in discharge of liens, charges or security interests upon the Equipment shall be secured by and under this Agreement.

(b) The covenant set forth in paragraph (a) will not be deemed breached by reason of liens for taxes, assessments or governmental charges or levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanics', workmen's, repairmen's or other like liens arising in the ordinary course of business and, in each case, not delinquent.

(c) The obligations of the Trustee under this Article are subject to the limitations contained in paragraph (h) of Article 4 and in Article 22 hereof; provided, however, that the Trustee will pay or discharge any and all taxes, claims, liens, charges or security interests claimed

by any party from, through or under the Trustee or the Owner, not arising out of the transactions contemplated hereby (but including all income taxes arising out of the receipt of rentals and other payments under the Lease or the Participation Agreement and any other proceeds from the Equipment) but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the reasonable opinion of the Agent, materially adversely affect the security interest of the Agent in the Equipment, its interest in the income and proceeds from the Equipment, or otherwise materially adversely affect the rights of the Agent under this Agreement.

ARTICLE 13

Indemnity

(a) The Trustee shall pay, and shall protect, indemnify and hold each Indemnified Person harmless from and against any and all Indemnified Matters (as defined in Section 9.06 of the Lease). In case any action, suit or proceeding is brought against any Indemnified Person in connection with any Indemnified Matter, the Trustee may and, upon such Indemnified Person's request will, at the Trustee's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted or defended by counsel selected by the Trustee and approved by such Indemnified Person and, in the event of any failure by the Trustee to do so, the Trustee 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 Trustee is required to make any payment under this Article, the Trustee shall pay such Indemnified Person an amount which, after deduction of all taxes required to be paid by such Indemnified Person 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), shall be equal to the amount of such payment. The Agent and the Trustee each agree 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 Article by the

Trustee, and provided that no event of default set forth in Article 15 hereof (or other event which with lapse of time or notice or both would constitute such an event of default) shall have occurred and be continuing, the Trustee 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 other than the Trustee as a result of any Indemnified Matter with respect to which such Indemnified Person has been indemnified by the Trustee hereunder shall be paid over to the Trustee to the extent necessary to reimburse the Trustee for indemnification payments previously made in respect of such matter.

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

(c) The Trustee will bear the risk of, and shall not be released from its obligations hereunder in the event of, any damage to or the destruction or loss of any unit of or all the Equipment.

(d) The Seller represents and warrants to the Trustee and the Agent that, at the time of delivery and acceptance of each unit of the Equipment under this Agreement, the Seller will have, and the Trustee will receive at closing, full legal and beneficial title to such unit, free and clear of all claims, liens, security interests, and other encumbrances of any nature except only the rights created by this Agreement, the Lease and the Lease Assignment.

(e) The Seller represents that it is not entering into this Agreement, or entering into any assignment of this Agreement, directly or indirectly in connection with any arrangement or understanding in any way involving any employee benefit plan (other than a governmental plan) with respect to which it is a party in interest, all within the meaning of the Employee Retirement Income Security Act of 1974.

(f) The agreement of the parties relating to the Manufacturers' warranties of material and workmanship and the agreement of the parties relating to patent indemnification are set forth in Annex A hereto.

ARTICLE 14

Assignments

(a) The Trustee will not (i) transfer the right to possession of any unit of Equipment except as provided in paragraph (a) of Article 11 hereof or (ii) sell, assign, transfer or otherwise dispose of its rights under this Agreement or the Lease without the prior written consent of the Agent, except as provided in the Trust Agreement.

(b) All or any of the rights, benefits and advantages of the Agent under this Agreement, including the right to receive the payments herein provided to be made by the Trustee, may be assigned by the Agent and reassigned by any assignee at any time or from time to time; and provided, however, that if no event of default hereunder or Event of Default under the Lease has occurred and is continuing, the Agent may only make such an assignment to a domestic bank, trust company or other lending institution with a combined capital and surplus of not less than \$100,000,000; provided further, that no such assignment may be made to the Seller or to any affiliate of the Seller. No such assignment shall subject any assignee to, or relieve the Seller from, any of the obligations of the Seller to deliver the Equipment in accordance herewith or any obligation of any Manufacturer to respond to its warranties and indemnities referred to in Article 13 hereof, or relieve the Trustee of its respective obligations to the Seller contained in Articles 2, 3, 4, 6, and 13 hereof and this Article 14, or any other obligation which, according to its terms or context, is intended to survive an assignment.

(c) Upon any such assignment, the assignor shall give written notice to the Trustee and the Lessee, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and such assignee shall, by virtue of such assignment, acquire all the assignor's right, title and interest in and to the Equipment and this Agreement, or in and to a portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by the Trustee of the notification of any such

assignment, all payments thereafter to be made by the Trustee under this Agreement shall, to the extent so assigned, be made to the assignee in such manner as it may direct.

(d) The Trustee recognizes that certain rights under this Agreement are being assigned to the Agent as provided in Article 17 hereof. The Trustee expressly represents that the rights of the Agent to the entire unpaid CSA Indebtedness or such part thereof as are assigned together with interest thereon, as well as any other rights hereunder which are so assigned, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Seller with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or with respect to any indemnity herein contained, nor subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of any Manufacturer with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or with respect to indemnity herein contained, nor subject to any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Trustee or the Lessee by such Manufacturer. Any and all such obligations, however arising, shall be and remain enforceable by the Trustee or the Lessee, as the case may be, against and only against the Seller or any such Manufacturer.

(e) The Agent agrees with the Trustee that the Agent shall keep a register (herein sometimes referred to as the "Certificate Register") in which provision shall be made for the registration of the certificates of interest referred to in section 2(c) of the Participation Agreement (which shall represent all interests of the Investors in the CSA Indebtedness) (the "Certificates") and the registration of transfers of the Certificates. The Certificate Register shall be kept at the Corporate Trust Office of the Agent, and the Agent is hereby appointed "Certificate Registrar" for the purpose of registering Certificates and transfers of Certificates as herein provided. Upon surrender for registration or transfer of any Certificate at the Corporate Trust Office the Agent shall authenticate and deliver in the name of the designated transferee or transferees, one, or more new Certificates of a like aggregate principal amount. Whenever any Certificate is so surrendered for exchange, the Agent shall authenticate and deliver the Certificate which the Investor making the exchange is entitled to

receive. All Certificates issued upon any registration or transfer or exchange of Certificates shall be entitled to the same security and benefits under this CSA as the Certificates surrendered upon such registration of transfer or exchange. Every Certificate presented or surrendered for registration of transfer or exchange shall (if so required by the Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Agent duly executed by the Investor thereof or his attorney duly authorized in writing, and the Agent may require evidence satisfactory to it as to the compliance of any such transfer with the Securities Act of 1933. The Agent shall make a notation on each new Certificate of the amount of all payments of principal previously made on the old Certificate with respect to which such new Certificate is issued and the date to which interest accrued on such old Certificate has been paid. The Agent shall not be required to exchange any surrendered Certificates as above provided during the five calendar day period preceding the due date of any payment on such Certificates. The Trustee and the Agent shall treat the Person in whose name each Certificate is registered on the Certificate Register as the Investor with respect thereto for all purposes until due presentment for registration of transfer as provided in this Section.

ARTICLE 15

Defaults

In the event that any one or more of the following events of default shall occur to wit:

(a) the Trustee shall, without regard to any limitation of liability contained in Article 4 or 22 hereof, default in the payment of the principal of or interest on the CSA Indebtedness or in the payment in respect of a Casualty Occurrence or a Termination under Article 7 hereof, and such default shall continue for more than 10 business days after the same shall become due, except that, in the case of an event of default under this paragraph (a) which corresponds to an Event of Default described in paragraph (e) below, the grace period shall be as specified in said paragraph (e); or

(b) the Trustee shall, without regard to any limitation of liability contained in Article 4 or 22 hereof, fail or refuse in any material way to comply with any other of the terms and covenants of this

Agreement or the Lease Assignment on its part to be kept and performed, or to make provision satisfactory to the Agent for such compliance, and such noncompliance shall continue for more than 30 days after the Agent shall have demanded in writing performance thereof unless the Trustee shall be diligently proceeding to correct such failure and such correction is accomplished within 120 days, or

(c) the Trustee, except as herein authorized or contemplated, shall make or suffer any unauthorized transfer or sublease (including, for the purpose of this clause, contracts for the use thereof) of any unit of Equipment and shall fail or refuse either (i) to cause such transfer or sublease to be cancelled by agreement of all parties having any interest therein or recover possession of such unit of Equipment, as the case may be, within 30 days after the Agent shall have demanded in writing such cancellation or recovery of possession, or (ii) within said 30 days to deposit with the Agent, at the Agent's option, a sum in cash equal to the then CSA Termination Value (as defined in Article 7 hereof as applicable to a Surplus Termination) of such unit of Equipment (any sum so deposited to be returned to the Trustee upon the cancellation of such transfer or sublease or the recovery of possession by the Trustee of such unit of Equipment), or

(d) any proceeding shall be commenced by or against the Trustee or the Owner for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a proceeding which does not permit any readjustment of the obligations hereunder or under the Lease, the Lease Assignment or the Participation Agreement or the Trust Agreement of the Trustee or the Owner, as the case may be) and, unless such proceeding 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 such obligations shall not be 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 Trustee or the Owner, as the case may be, or for its or their property in connection with any such proceeding in such manner that such obligations have the same status as expenses of administration and

obligations incurred by such a trustee or trustees or receiver or receivers, within 60 days after such proceeding shall have been commenced; or

(e) any Event of Default (as defined in the Lease) shall have occurred and be continuing under the Lease unless the Trustee shall have cured such Event of Default and the corresponding event of default hereunder within the later to occur of (1) the expiration of all applicable grace periods or (2) the fifth day following the giving of written notice to the Trustee that such Event of Default has occurred and is continuing; provided, however, that if more than four Events of Default, or three Events of Default if such three Events of Default occur with respect to the first five payments of basic rent, or if more than two consecutive Events of Default shall have occurred under clause (A) of Section 10 of the Lease which corresponds to an event of default under Article 15(a) hereof, any such Event of Default shall be an event of default hereunder whether or not the corresponding event of default hereunder is cured;

then at any time after the occurrence of such an event of default the Agent may, upon written notice to the Trustee and the Lessee and upon compliance with any legal requirements then in force and applicable to such action by the Agent, declare ("Declaration of Default") the entire unpaid CSA Indebtedness, together with the interest thereon then accrued and unpaid, immediately due and payable, without further demand, provided that the Agent shall simultaneously terminate the Lease if it is entitled to do so, and thereafter the aggregate of the unpaid balance of the CSA Indebtedness and interest shall bear interest from the date of such Declaration of Default at the rate per annum specified in Article 4(f) hereof as being applicable to amounts remaining unpaid after becoming due and payable, to the extent legally enforceable. In addition, if the Trustee does not pay the entire unpaid CSA Indebtedness, together with the interest thereon accrued and unpaid to the date of payment within 30 days of such notice of Declaration of Default, the Agent may cause the Lease immediately to terminate (and the Trustee acknowledges the right of the Agent to terminate the Lease) but without affecting the indemnities which by the provisions of the Lease survive its termination. Upon a Declaration of Default, subject to Articles 4 and 21 hereof, the Agent shall be entitled to recover judgment for the entire unpaid balance of the CSA Indebtedness so payable, with interest as aforesaid, and to

collect such judgment out of any property of the Trustee, subject to the provisions of Articles 4 and 21 hereof, wherever situated. The Trustee shall promptly notify the Owner, the Agent and each Investor of any event of which any of its officers has actual knowledge which constitutes, or with the giving of notice and/or lapse of time would constitute, an event of default under this Agreement.

The Agent may, at its election, waive any such event of default and its consequences and rescind and annul any Declaration of Default or notice of termination of the Lease by notice to the Trustee and the Lessee in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such event of default had occurred and no Declaration of Default or notice of termination of the Lease had been made or given. Notwithstanding the provisions of this paragraph, it is expressly agreed by the Trustee that time is of the essence of this Agreement and that no such waiver, recession or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon.

ARTICLE 16

Remedies

(a) At any time during the continuance of a Declaration of Default, the Agent may, subject to the rights of the Lessee under Section 12 of the Lease, and upon such further notice, if any, as may be required for compliance with any mandatory legal requirements then in force and applicable to the action to be taken by the Agent, take or cause to be taken, by its agent or agents, immediate possession of the Equipment, or one or more of the units thereof, without liability to return to the Trustee any sums theretofore paid in respect thereof and free from all claims whatsoever, except as hereinafter in this Article 16 expressly provided, and may remove the same from possession and use of the Trustee or any other person and for such purpose may enter upon the premises of the Trustee or any other premises where the Equipment may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of the Trustee, subject to all mandatory requirements of due process of law.

(b) In case the Agent shall demand possession of the Equipment pursuant to this Agreement and shall designate

a reasonable point or points for the delivery of the Equipment to the Agent, the Trustee shall, at its own expense and risk:

(i) forthwith and in the usual manner cause the Equipment to be transported to such location as shall reasonably be designated by the Agent and there assembled,

(ii) furnish and arrange for the Agent to store the Equipment on any lines of railroad or premises approved by the Agent until the Equipment has been sold, leased or otherwise disposed of by the Agent, and

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

During any storage period, the Trustee will, at its own cost and expense, in accordance with the standards and provisions of the Lease, insure, maintain and keep each such unit in good order and repair and will permit the inspection of the Equipment by the Agent, the Agent's representatives and prospective purchasers, lessees and users. This agreement to deliver the Equipment and furnish facilities as hereinbefore provided is of the essence of the agreement between the parties; and upon the application to any court of equity having jurisdiction in the premises, the Agent shall be entitled to a decree of specific performance hereof. The Trustee hereby expressly waives any and all claims against the Agent and its agent or agents for damages of whatever nature in connection with any retaking of any unit of Equipment in any reasonable manner.

(c) At any time during the continuance of a Declaration of Default, the Agent (after retaking possession of the Equipment as hereinbefore in this Article 16 provided) may, upon such notice and consent, as is hereinafter set forth, retain the Equipment in satisfaction of the entire CSA Indebtedness and make such disposition thereof as the Agent shall deem fit. Written notice of the Agent's election to retain the Equipment shall be given to the Trustee and the Lessee by telegram, telex, telecopy or registered mail, addressed as provided in Article 21 hereof, and to any other persons to whom the law may require notice, within 60 days after such Declaration of Default. In the event that the Agent shall elect to retain the Equipment and the Trustee does not object thereto in writing as described in

the second proviso below, all the Trustee's rights in the Equipment shall thereupon terminate and all payments made by the Trustee or for its account in respect of the Equipment may be retained by the Agent as compensation for the use of the Equipment; provided, however, that if the Trustee, before the expiration of the 30-day period described in the proviso below, should pay or cause to be paid to the Agent the total unpaid balance of the CSA Indebtedness, together with interest thereon accrued and unpaid and all other payments due under this Agreement, then in such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Trustee; provided further that if the Trustee, the Lessee or any other persons notified under the terms of this paragraph object in writing to the Agent within 30 days from the receipt of notice of the Agent's election to retain the Equipment, then the Agent may not so retain the Equipment, but shall sell, lease or otherwise dispose of it or continue to hold it pending sale, lease or other disposition as hereinafter provided or as may otherwise be provided by law. If the Agent shall not have given notice to retain as hereinabove provided or notice of intention to dispose of the Equipment in any other manner, it shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Article 16.

(d) At any time during the continuance of a Declaration of Default, the Agent, with or without retaking possession of the Equipment, at its election and upon 30 days' notice to the Trustee, the Owner, the Lessee and any other persons to whom the law may require notice of the time and place, may sell the Equipment, or one or more of the units thereof, free from any and all claims of the Trustee, the Lessee or any other party claiming from, through or under the Trustee or the Lessee, at law or in equity, at public or private sale and with or without advertisement as the Agent may determine; provided, however, that if, prior to such sale and prior to the making of a contract for such sale, the Trustee should tender full payment of the total unpaid balance of the CSA Indebtedness, together with interest thereon accrued and unpaid and all other payments due under this Agreement as well as expenses of the Agent in retaking possession of, removing, storing, holding and preparing the Equipment for, and otherwise arranging for, the sale and the Agent's reasonable attorneys' fees, then upon receipt of such payment, expenses and fees by the Agent, absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Trustee. The proceeds of such sale or other disposition,

less the attorneys' fees and any other expenses incurred by the Agent in retaking possession of, removing, storing, holding, preparing for sale and selling or otherwise disposing of the Equipment, shall be credited on the amount due to the Agent under the provisions of this Agreement.

(e) Any sale hereunder may be held or conducted at New York, New York, at such time or times as the Agent may specify (unless the Agent shall specify a different place or places, in which case the sale shall be held at such place or places as the Agent may specify), in one lot and as an entirety or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Agent may determine, so long as such sale shall be conducted in a commercially reasonable manner. The Agent and the Trustee may each bid for and become the purchaser of the Equipment, or any unit thereof, so offered for sale. In the event that the Agent shall be the purchaser of the Equipment, it shall not be accountable to the Trustee or the Lessee (except to the extent of surplus money received as hereinafter provided in this Article 16), and in payment of the purchase price therefor the Agent shall be entitled to have credited on account thereof all or any part of sums due to the Agent hereunder.

(f) Notwithstanding the foregoing, the Agent agrees that, before it shall proceed to exercise any remedy under this Agreement, the Agent shall, to the extent that it is then entitled to do so under the Lease and is not then stayed or otherwise prevented from doing so by operation of law, first proceed to exercise one or more of the remedies provided in the Lease as it shall determine in its sole discretion.

(g) Each and every power and remedy hereby specifically given to the Agent shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Agent except that the Agent shall not be deemed to have the power or remedy to retain the Equipment in satisfaction of the CSA Indebtedness except as specifically provided in this Article 16. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Agent in the exercise of any such power or remedy and no renewal or

extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Trustee or the Lessee shall not otherwise alter or affect the Agent's rights or the Trustee's obligations hereunder. The Agent's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the Trustee's obligations or the Agent's rights hereunder with respect to any subsequent payments or default therein.

(h) Subject to paragraph (c) of this Article 16, if, after applying all sums of money realized by the Agent under the remedies herein provided, there shall remain any amount due to the Agent under the provisions of this Agreement, the Trustee shall, subject to the limitations of paragraph (h) of Article 4 and Article 22 hereof, pay the amount of such deficiency to the Agent upon demand, together with interest thereon from the date of such demand to the date of payment at the rate per annum specified in Article 4(f) hereof as being applicable to amounts remaining unpaid after becoming due and payable, and, if the Trustee shall fail to pay such deficiency, the Agent may bring suit therefor and shall, subject to the limitations of paragraph (h) of Article 4 hereof, be entitled to recover a judgment therefor against the Trustee. If, after applying all sums realized by the Agent in any of its capacities under the remedies provided or contemplated hereunder or under any other document related to this transaction, there shall remain a surplus in the possession of the Agent, such surplus shall be paid promptly to the Trustee. If in connection with the occurrence and continuance of an event of default hereunder or an event which with notice or passage of time would constitute an event of default hereunder (an "incipient event of default") the Agent has retained and has held for a period of three months any funds which, but for such event of default or incipient event of default, would be payable to the Trustee, then if no other event of default or incipient event of default has occurred and is continuing hereunder, if the Agent has taken no action to assert any of the remedies under Section 10 of the Lease and if the Agent has not declared the entire CSA Indebtedness to be due and payable under Article 15 hereof, all such funds shall be paid to the Trustee.

(i) The Trustee will pay all reasonable expenses, including attorneys' fees, incurred by the Agent in enforcing its remedies against the Trustee under the terms of this

Agreement. In the event that the Agent shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Agent may recover reasonable expenses, including reasonable attorneys' fees, and the amount thereof shall be included in such judgment. The foregoing provisions of this paragraph shall be subject to the limitations of paragraph (h) of Article 4 and Article 22 hereof.

(j) Should the Trustee fail to make any payment or to do any act which this Agreement requires the Trustee to make or do, then the Agent, but without obligation so to do, after first making written demand upon the Trustee and affording the Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Trustee from any obligation thereunder, may make or do the same in such manner and to such extent as the Agent may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Agent, and also the right to perform and discharge each and every obligation, covenant and agreement of the Trustee contained in the Lease; and in exercising any such powers, the Agent may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Trustee will reimburse the Agent for such costs, expenses and fees; provided, however, that the obligations of the Trustee to make reimbursements under this Article 16 are subject to paragraph (h) of Article 4 hereof. All costs incurred by the Agent pursuant to this clause (j) shall constitute additional indebtedness secured by this Agreement and shall be paid by the Trustee to the Agent on demand.

(k) The foregoing provisions of this Article 16 are subject in all respects to all mandatory legal requirements at the time in force and applicable thereto.

ARTICLE 17

Assignment from Seller to Agent

(a) The Seller hereby assigns, transfers and sets over unto the Agent:

(i) the security interest of the Seller in and to each unit of the Equipment when and as severally delivered to and accepted by the Trustee, and when and

as payment is made (i) by the Agent to the Seller of the amount required to be paid pursuant to paragraph (d) of this Article 17, and (ii) by the Trustee to the Seller of the amount required to be paid pursuant to subparagraph (i) of paragraph (c) of Article 4 hereof;

(ii) all the right, title and interest of the Seller under this Agreement (except the right to deliver the Equipment, the right to receive the payments specified in subparagraph (i) of paragraph (c) of Article 4 thereof and reimbursement for taxes paid or incurred by the Seller), and except as aforesaid in and to any and all amounts which may be or become due or owing to the Seller under this Agreement on account of the CSA Indebtedness in respect of the Purchase Price and interest thereon, and in and to any other sums becoming due from the Trustee under this Agreement, other than those hereinabove excluded; and

(iii) except as limited by subparagraphs (i) and (ii) of this paragraph, all the Seller's rights, titles, powers, privileges and remedies under this Agreement;

without any recourse hereunder, however, against the Seller for or on account of the failure of the Trustee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of this Agreement; provided, however, that this assignment shall not subject the Agent to, or transfer, or pass, or in any way affect or modify, the obligations of the Seller to deliver the Equipment in accordance with this Agreement or with respect to the Manufacturers' warranties and agreements referred to in Article 13 hereof or relieve the Trustee from its obligations to the Seller contained in Articles 2, 3, 4, 6 and 13 hereof, it being understood and agreed that, notwithstanding this Article 17, or any subsequent assignment pursuant to the provisions of Article 14 hereof, all obligations of the Seller to the Trustee shall be and remain enforceable by the Trustee, its successors and assigns, against and only against the Seller. In furtherance of the foregoing assignment and transfer, the Seller hereby authorizes and empowers the Agent in the Agent's own name, or in the name of the Agent's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Seller, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Agent is or may become entitled under this assignment and compliance by the Trustee with the terms and agreements

on its part to be performed under this Agreement, but at the expense and liability and for the sole benefit of the Agent.

(b) The Seller warrants to the Agent and the Trustee that at the time of delivery of each unit of its Equipment under this Agreement it had legal title to such unit and good and lawful right to sell such unit and that such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights created under this Agreement, the Lease and the Lease Assignment; and the Seller agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Seller under the CSA.

(c) The Seller agrees with the Agent that in any suit, proceeding or action brought by the Agent under this Agreement for any installment of, or interest on the CSA Indebtedness or to enforce any provision of this Agreement, the Seller will indemnify, protect and hold harmless the Agent from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee or the Lessee arising out of a breach by the Seller of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Trustee or the Lessee by the Seller. The Seller's obligation so to indemnify, protect and hold harmless the Agent is conditional upon (a) the Agent's timely motion or other appropriate action, on the basis of Article 14 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Trustee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Agent's prompt notification to the Seller of the asserted defense, setoff, counterclaim or recoupment and the Agent's giving the Seller the right, at the Seller's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

(d) Subject to the provisions of Article 3 hereof, the Agent, on each Closing Date fixed as provided in Article 4 hereof with respect to units of a Series of the Equipment, shall pay to the Seller an amount equal to the

portion of the Purchase Price thereof which, under the terms of Article 4 hereof, is payable in installments, provided that there shall have been delivered to the Agent on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel, Brown & Wood, in such number of counterparts as may be reasonably requested by said special counsel (with a copy of each to the Trustee and the Owner):

(i) a bill or bills of sale from the Seller to the Trustee and the Agent transferring to the Trustee and its successors and assigns all right and title of the Seller in and to such units, subject to the security interest created by this Agreement and transferring to the Agent and its successors and assigns such security interest, warranting to the Agent and its successors and assigns and to the Trustee and its successors and assigns that, at the time of delivery of such units under the CSA, the Seller had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights created under this Agreement, the Lease and the Lease Assignment, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Seller hereunder and accompanied by copies of the related instrument or instruments of transfer from the Manufacturer to the Seller;

(ii) a Certificate or Certificates of Acceptance with respect to the units of the Equipment in such Series as contemplated by Article 3 hereof and Section 2 of the Lease;

(iii) the Invoice of the Seller for the units of its Equipment in such Series;

(iv) an opinion of counsel for the Seller, dated as of such Closing Date, addressed to the Agent and the Trustee, to the effect that the aforesaid bill or bills of sale have been duly authorized, executed and delivered by the Seller and are valid and effective to vest in the Agent the security interest of the Seller in the units of the Equipment in such Series and to transfer full legal and beneficial title (subject only to such security interest) to the Trustee, in each case, free from all claims, liens, security interests and other

encumbrances (other than those created by this Agreement, the Lease and the Lease Assignment) arising from, through or under the Seller; and accompanied by copies of the related opinions of counsel for the manufacturers of such units;

(v) a certificate of an officer of the Lessee to the effect that the Lessee is in compliance in all material respects with its obligations under its Documents, and no Event of Default set forth in Section 10 of the Lease and no event which with notice or lapse of time or both would constitute such an Event of Default has occurred or is continuing, and, to the best of the Lessee's knowledge, no event of default set forth in Article 15 of the CSA and no event which with notice or lapse of time or both would constitute such an event of default has occurred or is continuing;

(vi) a certificate of an officer of the Guarantor to the effect that the Guarantor is in compliance in all material respects with its obligations under the Participation Agreement;

(vii) a certificate of an officer of the Owner to the effect that the Owner is in compliance in all material respects with its obligations under its Documents and, to the best of the Owner's knowledge, no Event of Default set forth in Section 10 of the Lease and no event which with notice or lapse of time or both would constitute such an Event of Default has occurred or is continuing, and, to the best of the Owner's knowledge, no event of default set forth in Article 15 of the CSA and no event which with notice or lapse of time or both would constitute such an event of default has occurred or is continuing;

(viii) a certificate of an officer of the Trustee to the effect that the Trustee is in compliance in all material respects with its obligations under its Documents;

(ix) a certificate of an officer of the Seller to the effect that the Purchase Price of the Series of Equipment being sold on such Closing Date does not exceed the fair market value thereof;

(x) an opinion of counsel for the Seller and the Lessee, dated as of such Closing Date, addressed to the

Agent and the Trustee, to the effect that the amendment to the CSA and the amendment to the Lease to reflect the applicable Debt Rate and the other economics for such Closing have been duly authorized, executed and delivered by the Seller and the Lessee, respectively, and are legal, and valid instruments binding on the Seller and the Lessee, respectively, and enforceable in accordance with their respective terms; and

(xi) a receipt from the Seller for any payment (other than the payment being made by the Agent pursuant to this Paragraph (d)) required to be made on such Closing Date to the Seller, unless such payment is made by the Agent with funds furnished to it for that purpose by the Trustee.

(e) The obligation of the Agent hereunder to make any payment provided for in this Article 17 is hereby expressly conditioned upon the Agent's having on deposit, pursuant to the terms of the Participation Agreement pursuant to which the Agent is acting as Agent, sufficient funds available thereunder to make such payment, and upon compliance by the Seller with the provisions of Article 3 hereof. In the event that the Agent shall not make any such payment, the Agent shall reassign to the Seller, without recourse to the Agent, all rights, titles, interests, powers, privileges and remedies assigned to the Agent pursuant to paragraph (a) of this Article 17 insofar as they relate to the units of its Equipment with respect to which payment has not been made by the Agent.

(f) The Agent may assign all or any of its rights hereunder, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 14 hereof, enjoy all the rights and privileges and be subject to all the obligations of the Agent hereunder.

(g) The Seller hereby:

(i) represents and warrants to the Agent and the Trustee that this Agreement was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Trustee and the Agent, this Agreement is, insofar as the Seller is concerned, a legal and valid agreement binding upon the Seller in

accordance with its terms and that, insofar as the Seller is concerned, it is now in force without amendment thereto;

(ii) agrees that it will from time to time, at the request of the Agent, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Agent or intended so to be; and

(iii) agrees that, subsequent to payment of the sums due it hereunder, upon request of the Agent, it will execute any and all instruments which may be necessary or proper in order to discharge of record this Agreement or any other instrument evidencing any interest of the Seller therein or in its Equipment.

ARTICLE 18

Applicable State Laws

(a) Any provision of this Agreement prohibited by any applicable law of any jurisdiction (which is not overridden by applicable Federal law) shall as to such jurisdiction be ineffective, without modifying the remaining provisions of this Agreement. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby waived by the Trustee to the full extent permitted by law, it being the intention of the parties hereto that this Agreement shall be deemed to be a conditional sale and enforced as such.

(b) Except as otherwise provided in this Agreement, the Trustee, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Equipment, or any one or more units thereof, and any other requirements as to the time, place and terms of the sale or lease thereof, any other requirements with respect to the enforcement of the Agent's rights under this Agreement and any and all rights of redemption.

ARTICLE 19

Recording

Subject to the provisions of Article 22 hereof and the proviso contained in Section 15.01 of the Lease, the Trustee will (a) promptly after the execution and delivery of this Agreement, any assignments hereof, the Lease, the Lease Assignment and each supplement hereto and thereto, respectively, cause this Agreement, any assignments hereof, the Lease, the Lease Assignment and each such supplement to be duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 and deposited with the Registrar General of Canada (notice of such deposit to be forthwith given in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada, (b) from time to time do and perform any other act and will execute, acknowledge, deliver and file, register and record any and all further instruments required by law or reasonably requested by the Agent for the purposes of proper protection of the security interest of the Agent, (c) furnish an opinion or opinions of counsel of the Lessee, satisfactory to the Agent and its special counsel, in connection with such filing, registration, and recordation, and (d) promptly furnish to the Agent certificates or other evidence of such filing, registering, depositing and recording satisfactory to the Agent.

ARTICLE 20

Article Headings; Effect and Modification of Agreement.

(a) All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

(b) Except for the Participation Agreement and its Exhibits, this Agreement exclusively and completely states the rights of the Seller, the Agent and the Trustee with respect to the Equipment and supersedes all other agreements, oral or written, with respect to the Equipment. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Agent and the Trustee.

ARTICLE 21

Notice

Any notice required or permitted to be given by any party hereto to any other party or parties shall be in writing and shall be deemed to have been received by the addressee on the date of actual receipt (if such date is a Business Day, otherwise on the next Business Day), if transmitted by telecopy or similar transmission, or express courier service or by hand, addressed as follows:

(a) to the Trustee at 777 Main Street, Hartford, Connecticut 06115, attention of Corporate Trust Administration,

(b) to the Agent at P.O. Box 2258 (or, if by hand, at 2 Hopkins Plaza), Baltimore, Maryland 21203, attention of Corporate Trust Department,

(c) to the Seller at 200 East Randolph Drive, Chicago, Illinois 60601, Attention of R.F. Mangel, Jr., Director, Transportation and Distribution, Mail Code 4105A,

(d) to an Investor at its address specified in Schedule A to the Participation Agreement,

(e) to the Owner at its address specified in Schedule B to the Participation Agreement, and

(f) to any assignee of the Agent or of the Trustee, at such address as may have been furnished in writing to the Trustee or the Agent, as the case may be, and to the Lessee, by such assignee.

or at such other address as may have been furnished in writing by such party to the other parties to this Agreement.

ARTICLE 22

Satisfaction of Undertakings

(a) All obligations of the Trustee under this Agreement, to the extent such obligations are subject to comparable undertakings of the Lessee under the Lease and

such undertakings are assigned to the Agent under the Lease Assignment, shall be deemed in all respects satisfied by the Lessee's undertakings contained in the Lease. Without limiting the generality of the foregoing, it is expressly agreed that Lessee's compliance with the terms of the Lease will satisfy the requirements attributable to the Trustee in Articles 6, 7, 8, 9, 10, 12(a) and (b), 13, 16(b) and 19 hereof to the extent such requirements do not require the cooperation of the Trustee or other ministerial acts of the Trustee. In connection with any performance of such requirements, the Agent shall first look to and require Lessee's performance of the Lessee's corresponding obligations under the Lease. The Trustee shall not have any responsibility or liability for the Lessee's failure to perform such obligations, but if the same shall not be performed they shall constitute the basis for an event of default hereunder pursuant to Article 15 hereof. Until the security interest of the Agent in this Agreement is discharged as provided in Article 5 hereof, no waiver or amendment of the Lessee's undertakings under the Lease shall be effective unless joined in by the Agent.

(b) Each and all of the representations, warranties, covenants and agreements herein made on the part of the financial institution acting as Trustee hereunder are made and intended not as personal representations, warranties, covenants and agreements by said institution or for the purpose or with the intention of binding said institution personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement) and (except as aforesaid) this Agreement is executed and delivered by said institution solely in the exercise of the powers expressly conferred upon said institution as trustee under the Trust Agreement; and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said institution on account of any representation, warranty, covenant or agreement herein of the Trustee (except in the case of gross negligence or willful misconduct of the Trustee), either expressed or implied, all such personal liability, if any, being expressly waived and released by the Agent and by all persons claiming by, through or under the Agent; provided, however, that the Agent or any person claiming by, through or under the Agent making claim hereunder may look to said Trust Estate for satisfaction of the same.

ARTICLE 23

Law Governing

The terms of this Agreement 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 and such additional rights arising out of the filing, recording or deposit hereof, and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited or in which any unit of Equipment shall be located, and any rights arising out of the markings on the units of Equipment.

ARTICLE 24

Execution

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Agreement is dated, for convenience, 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 under their signatures. This Agreement shall be effective when executed counterparts hereof have been delivered to Cravath, Swaine & Moore at their offices in New York, New York.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is a true and correct document

and was executed on the date indicated below its signature.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity
but solely as Trustee,

by 

Name: ANDREA TURLO
Title: VICE PRESIDENT

Executed on September 13 , 1989.

AMOCO CHEMICAL COMPANY,

by

Name:
Title:

Executed on August , 1989.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity but solely
as Agent,

by

Name:
Title:

Executed on September , 1989.

[Corporate Seal]

Attest:

Name:
Title:

and was executed on the date indicated below its signature.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity
but solely as Trustee,

by _____
Name:
Title:

Executed on August , 1989.

AMOCO CHEMICAL COMPANY,

by *J. Peterson*
Name:
Title:

Executed on ~~August~~ ^{September} 5 , 1989.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity but solely
as Agent,

by _____
Name:
Title:

Executed on August , 1989.

[Corporate Seal]

Attest:

Name:
Title:

and was executed on the date indicated below its signature.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity
but solely as Trustee,

by _____
Name:
Title:

Executed on September , 1989.

AMOCO CHEMICAL COMPANY,

by _____
Name:
Title:

Executed on August , 1989.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity but solely
as Agent,

by 
Name: R. E. Schreiber
Title: VICE PRESIDENT

Executed on September 5, 1989.

[Corporate Seal]

Attest:


Name:
Title:

Bert M. Putnaci
Asst. Corporate Trust Officer

SCHEDULE IA

Amortization Schedule of Each \$1,000,000
of Series A Conditional Sale Indebtedness

Loan Amount \$ 1,000,000.00
Average interest rate 10.000268 % /year SEMI
Average Life 13.784 years
Duration 7.635 years

Date	Principal Repayment	Interest	Debt Service	Balance	Debt Rate
/30/1989	.00	.00	.00	1000000.00	10.000000
/27/1990 *	.00	49166.67	49166.67	1000000.00	10.250000
/27/1991	12228.60	102500.00	114728.60	987771.40	10.250000
/27/1992	13482.03	101246.57	114728.60	974289.37	10.250000
/27/1993	14863.94	99864.66	114728.60	959425.43	10.250000
/27/1994	16387.49	98341.11	114728.60	943037.94	10.250000
/27/1995	18067.21	96661.39	114728.60	924970.73	10.000000
/27/1995	.00	46248.54	46248.54	924970.73	10.000000
/27/1996	22231.51	46248.54	68480.05	902739.22	10.000000
/27/1996	.00	45136.96	45136.96	902739.22	10.000000
/27/1997	24454.67	45136.96	69591.63	878284.55	10.000000
/27/1997	.00	43914.23	43914.23	878284.55	10.000000
/27/1998	23841.63	43914.23	67755.86	854442.92	10.000000
/27/1998	.00	42722.15	42722.15	854442.92	10.000000
/27/1999	85138.83	42722.15	127860.98	769304.09	10.000000
/27/1999	.00	38465.20	38465.20	769304.09	10.000000
/27/2000	42270.46	38465.20	80735.66	727033.63	10.000000
/27/2000	.00	36351.68	36351.68	727033.63	10.000000
/27/2001	59325.58	36351.68	95677.26	667708.05	10.000000
/27/2001	.00	33385.40	33385.40	667708.05	10.000000
/27/2002	48597.99	33385.40	81983.39	619110.06	10.000000
/27/2002	.00	30955.50	30955.50	619110.06	10.000000
/27/2003	51662.51	30955.50	82618.01	567447.55	10.000000
/27/2003	.00	28372.38	28372.38	567447.55	10.000000
/27/2004	55810.07	28372.38	84182.45	511637.48	10.000000
/27/2004	.00	25581.87	25581.87	511637.48	10.000000
/27/2005	93741.50	25581.87	119323.37	417895.98	10.000000
/27/2005	.00	20894.80	20894.80	417895.98	10.000000
/27/2006	103609.02	20894.80	124503.82	314286.96	10.000000
/27/2006	.00	15714.35	15714.35	314286.96	10.000000
/27/2007	114515.23	15714.35	130229.58	199771.73	10.000000
/27/2007	.00	9988.59	9988.59	199771.73	10.000000
/27/2008	126569.46	9988.59	136558.05	73202.27	10.000000
/27/2008	.00	3660.11	3660.11	73202.27	10.000000
/27/2009	73202.27	3660.11	76862.38	.00	10.000000
/27/2009	.00	.00	.00	.00	10.000000
/27/2010	.00	.00	.00	.00	10.000000
Total	1000000.00	1390563.92	2390563.92		

* Interest only to the extent accrued will be payable on this date.

SCHEDULE IB

Amortization Schedule of Each \$1,000,000
of Series B Conditional Sale Indebtedness

Loan Amount \$ 1,000,000.00
Average interest rate 10.000090 % /year SEMI
Average Life 13.767 years
Duration 7.632 years

Date	Principal Repayment	Interest	Debt Service	Balance	Debt Rate
12/15/1989	.00	.00	.00	1000000.00	10.000000
6/14/1990 *	.00	49722.22	49722.22	1000000.00	10.250000
6/14/1991	12985.27	102500.00	115485.27	987014.73	10.250000
6/14/1992	14316.26	101169.01	115485.27	972698.47	10.250000
6/14/1993	15783.68	99701.59	115485.27	956914.79	10.250000
6/14/1994	17401.50	98083.77	115485.27	939513.29	10.250000
6/14/1995	19185.16	96300.11	115485.27	920328.13	10.000000
12/14/1995	.00	46016.41	46016.41	920328.13	10.000000
6/14/1996	23452.46	46016.41	69468.87	896875.67	10.000000
12/14/1996	.00	44843.78	44843.78	896875.67	10.000000
6/14/1997	25797.71	44843.78	70641.49	871077.96	10.000000
12/14/1997	.00	43553.90	43553.90	871077.96	10.000000
6/14/1998	20630.28	43553.90	64184.18	850447.68	10.000000
12/14/1998	.00	42522.38	42522.38	850447.68	10.000000
6/14/1999	67873.29	42522.38	110395.67	782574.39	10.000000
12/14/1999	.00	39128.72	39128.72	782574.39	10.000000
6/14/2000	39780.12	39128.72	78908.84	742794.27	10.000000
12/14/2000	.00	37139.71	37139.71	742794.27	10.000000
6/14/2001	55773.28	37139.71	92912.99	687020.99	10.000000
12/14/2001	.00	34351.05	34351.05	687020.99	10.000000
6/14/2002	47939.98	34351.05	82291.03	639081.01	10.000000
12/14/2002	.00	31954.05	31954.05	639081.01	10.000000
6/14/2003	51911.55	31954.05	83865.60	587169.46	10.000000
12/14/2003	.00	29358.47	29358.47	587169.46	10.000000
6/14/2004	86764.24	29358.47	116122.71	500405.22	10.000000
12/14/2004	.00	25020.26	25020.26	500405.22	10.000000
6/14/2005	95897.32	25020.26	120917.58	404507.90	10.000000
12/14/2005	.00	20225.40	20225.40	404507.90	10.000000
6/14/2006	105991.76	20225.40	126217.16	298516.14	10.000000
12/14/2006	.00	14925.81	14925.81	298516.14	10.000000
6/14/2007	117148.79	14925.81	132074.60	181367.35	10.000000
12/14/2007	.00	9068.37	9068.37	181367.35	10.000000
6/14/2008	129480.24	9068.37	138548.61	51887.11	10.000000
12/14/2008	.00	2594.36	2594.36	51887.11	10.000000
6/14/2009	51887.11	2594.36	54481.47	.00	10.000000
12/14/2009	.00	.00	.00	.00	10.000000
6/14/2010	.00	.00	.00	.00	10.000000
Total	1000000.00	1388882.04	2388882.04		

* Interest only to the extent accrued will be payable on this date.

SCHEDULE IC

Amortization Schedule of Each \$1,000,000
of Series C Conditional Sale Indebtedness

Loan Amount \$ 1,000,000.00
Average interest rate 10.000090 % /year SEMI
Average Life 13.787 years
Duration 7.639 years

Date	Principal Repayment	Interest	Debt Service	Balance	Debt Rate
7/ 3/1990	.00	.00	.00	1000000.00	10.000000
1/ 2/1991*	.00	49722.22	49722.22	1000000.00	10.250000
1/ 2/1992	11930.57	102500.00	114430.57	988069.43	10.250000
1/ 2/1993	13153.45	101277.12	114430.57	974915.98	10.250000
1/ 2/1994	14501.68	99928.89	114430.57	960414.30	10.250000
1/ 2/1995	15988.10	98442.47	114430.57	944426.20	10.250000
1/ 2/1996	17626.88	96803.69	114430.57	926799.32	10.000000
7/ 2/1996	.00	46339.97	46339.97	926799.32	10.000000
1/ 2/1997	21750.64	46339.97	68090.61	905048.68	10.000000
7/ 2/1997	.00	45252.43	45252.43	905048.68	10.000000
1/ 2/1998	23925.71	45252.43	69178.14	881122.97	10.000000
7/ 2/1998	.00	44056.15	44056.15	881122.97	10.000000
1/ 2/1999	24192.22	44056.15	68248.37	856930.75	10.000000
7/ 2/1999	.00	42846.54	42846.54	856930.75	10.000000
1/ 2/2000	87064.37	42846.54	129910.91	769866.38	10.000000
7/ 2/2000	.00	38493.32	38493.32	769866.38	10.000000
1/ 2/2001	46425.32	38493.32	84918.64	723441.06	10.000000
7/ 2/2001	.00	36172.05	36172.05	723441.06	10.000000
1/ 2/2002	59285.12	36172.05	95457.17	664155.94	10.000000
7/ 2/2002	.00	33207.80	33207.80	664155.94	10.000000
1/ 2/2003	48429.85	33207.80	81637.65	615726.09	10.000000
7/ 2/2003	.00	30786.30	30786.30	615726.09	10.000000
1/ 2/2004	51544.57	30786.30	82330.87	564181.52	10.000000
7/ 2/2004	.00	28209.08	28209.08	564181.52	10.000000
1/ 2/2005	54921.17	28209.08	83130.25	509260.35	10.000000
7/ 2/2005	.00	25463.02	25463.02	509260.35	10.000000
1/ 2/2006	91840.23	25463.02	117303.25	417420.12	10.000000
7/ 2/2006	.00	20871.01	20871.01	417420.12	10.000000
1/ 2/2007	103275.70	20871.01	124146.71	314144.42	10.000000
7/ 2/2007	.00	15707.22	15707.22	314144.42	10.000000
1/ 2/2008	114146.83	15707.22	129854.05	199997.59	10.000000
7/ 2/2008	.00	9999.88	9999.88	199997.59	10.000000
1/ 2/2009	126162.29	9999.88	136162.17	73835.30	10.000000
7/ 2/2009	.00	3691.77	3691.77	73835.30	10.000000
1/ 2/2010	73835.30	3691.77	77527.07	.00	10.000000
7/ 2/2010	.00	.00	.00	.00	10.000000
1/ 2/2011	.00	.00	.00	.00	10.000000
Total	1000000.00	1390867.47	2390867.47		

* Interest only to the extent accrued will be payable on this date.

[Letterhead of ACF Industries Incorporation]

Amoco Corporation
Amoco Chemical Company
Mail Code 3203
200 East Randolph Drive
Chicago, Illinois 60601

First Chicago Leasing Corporation
One First National Plaza
Mail Suite 0502
Chicago, Illinois 60670

The Connecticut National Bank
777 Main Street, 11th Floor
Hartford, Connecticut 06115

State of Wisconsin Investment Board
121 East Wilson Street
Madison, Wisconsin 53703

Mercantile Safe-Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

Manufacturer's Warranties

August 1, 1989

Dear Sirs:

With respect to the units of equipment referred to in Annex B hereto manufactured by this corporation:

1. We warrant to you that each unit will be free from defects in material (except as to articles or materials incorporated therein which have been furnished by you or by a supplier or suppliers specified by you) and workmanship under normal use and service; our obligations with respect to any unit to be limited to repairing or replacing at our plant any part or parts of such unit which shall, within one year after the delivery of such unit, be returned to us with transportation charges prepaid, and which our examination shall disclose to our satisfaction to have been defective. We shall not be liable for any damages, whether direct,

indirect or consequential except as aforesaid. This warranty is expressly in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

2. It is understood and agreed that we shall assume all responsibility for and save you harmless from any and all damages, costs, royalties and claims arising out of charges of infringement of United States patents which may be alleged to cover said units, articles, or parts thereof, excepting those patents covering the manufacture, sale or use in said units, articles, or parts thereof, of designs, devices, parts, arrangements, specialties and equipment furnished or specified by you and as to such excepted United States patents Amoco Chemical Corporation shall in like manner assume responsibility and save us harmless. Prompt notice in writing shall be given by each party to the other of any claim of patent infringement presented to such party with respect to said units, articles, or parts thereof, and the party responsible for such infringement as above provided, shall promptly undertake and assume the defense thereof.

3. We warrant that the design, quality and component parts of each unit of our equipment did or shall conform, on the date of completion of manufacture thereof, to all United States Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards, if any, required by the Association of American Railroads reasonably interpreted as then being applicable to each such unit of equipment.

Very truly yours,

ACF Industries Incorporation,

by

Name:

Title:

[Letterhead of Trinity Industries Inc.]

Amoco Corporation
Amoco Chemical Company
Mail Code 3203
200 East Randolph Drive
Chicago, Illinois 60601

First Chicago Leasing Corporation
One First National Plaza
Mail Suite 0502
Chicago, Illinois 60670

The Connecticut National Bank
777 Main Street, 11th Floor
Hartford, Connecticut 06115

State of Wisconsin Investment Board
121 East Wilson Street
Madison, Wisconsin 53703

Mercantile Safe-Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

Manufacturer's Warranties

August 1, 1989

Dear Sirs:

With respect to the units of equipment referred to in Annex B hereto manufactured by this corporation ("TRI"):

1. TRI agrees to build the units in accordance with the applicable specifications (except as to any items manufactured or supplied to Amoco Chemical Company's design and specifications), and that the units will be free of defects in material and workmanship; provided, however, that TRI's obligations hereunder shall not cover or apply to any product, accessory, part or attachment which is not manufactured by TRI, except to the extent the manufacturer of any such item provides a similar warranty to TRI; provided further, that TRI's obligation under this warranty shall be

limited to repairing or replacing, at TRI's car repair shop or at a shop selected by TRI, any part or parts of any of the units which shall, within one year or 25,000 miles (whichever occurs first) after delivery of any such unit, be returned to TRI with transportation charges prepaid and which TRI's examination shall disclose to its satisfaction to have been thus defective.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE UNITS ARE FIT FOR ANY PARTICULAR PURPOSE OR USE; AND SPECIFICALLY IN LIEU OF ALL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE.

2. TRI shall defend any suit or proceeding brought against you based on a claim that the units, or any part thereof, constitutes an infringement of any patent of the United States; if TRI is notified promptly, in writing, and is given authority, information and assistance (at TRI's expense) for the defense of same, TRI shall pay all damages and costs awarded therein against you. In case said units, or any part thereof, are involved in such a suit, and are held to constitute infringement, and the use of said units or any part thereof, is enjoined; TRI shall, at its own expense, and at its option, either procure for you the right to continue using said units, replace same with non-infringing equipment, modify them so they become non-infringing or refund the purchase price.

3. TRI warrants that the design, quality and component parts of each unit of its equipment did or shall conform, on the date of completion of manufacture thereof, to all United States Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards, if any, required by the Association of American Railroads reasonably interpreted as then being applicable to each such unit of equipment.

Very truly yours,

Trinity Industries Inc.,

by

Name:
Title:

ANNEX B TO CONDITIONAL SALE AGREEMENT

<u>Manufacturer</u>	<u>Car Type</u>	<u>Specifications</u>	<u>Number of Cars</u>	<u>Car Numbers (Inclusive)</u>	<u>Estimated Unit Price</u>	<u>Total</u>
<u>Trinity Industries Inc.</u>						
23,500 gallon general purpose tank cars	A	Trinity File No.8855	60	AMCX 123001-123060	\$58,333	\$3,500,000*
6,150 cubic foot covered hopper cars	D	Trinity PSM-1059	61	AMCX 104125-104185	50,820	3,100,000*
6,150 cubic foot covered hopper cars	C	Trinity File No. 2082	125	AMCX 104000-104124	63,200	7,900,000*
20,000 gallon tank cars with special linings for maleic anhydride service	F	Trinity File No. 8932	6	AMCX 120027-120032	66,667	400,000*
<u>ACF Industries Incorporated</u>						
5,800 cubic foot plastic pellet cars	B	ACF 88-0A0-104 5/13/88	60	AMCX 107865-107924	65,000	3,900,000
5,250 cubic foot covered hopper cars	E	ACF 89-0A0-052 1/19/89	160	AMCX 106040-106199	67,500	10,800,000
			<u>472</u>			<u>\$29,600,000</u>

*Deliveries F.O.B. Trinity plant.

C-54

Annex C to
Conditional Sale Agreement

[CS&M Ref: 6648-001]

LEASE OF RAILROAD EQUIPMENT

Dated as of August 1, 1989

Between

AMOCO CHEMICAL COMPANY,

as Lessee,

and

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity
but solely as Trustee for
an Owner

Certain rights and interests of the Trustee under this Lease are subject to a security interest in favor of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent for institutional investors. The original of this Lease is held by said Agent.

Lease of Railroad Equipment

TABLE OF CONTENTS*

SECTION	1.01	Net Lease	L-2
SECTION	2.01	Delivery and Acceptance of Units	L-3
SECTION	3.01	Rentals	L-3
SECTION	4.01	Term of Lease	L-6
SECTION	5.01	Identification Marks	L-7
SECTION	6.01	Taxes	L-8
SECTION	7.01	Casualty Occurrences; Terminations and Insurance	L-15
SECTION	8.01	Reports	L-21
SECTION	9.01	Disclaimer of Warranties; Compliance with Laws and Rules; Maintenance; Indemnification	L-21
SECTION	10.01	Default	L-27
SECTION	11.01	Return of Units Upon Default	L-30
SECTION	12.01	Assignment; Sublease; Possession and Use	L-31
SECTION	13.01	Renewal Options and Purchase Options	L-33
SECTION	14.01	Return of Units upon Expiration of Term	L-35
SECTION	15.01	Recording	L-36
SECTION	16.	Trustee's Right to Perform for the Lessee	L-37
SECTION	17.	Interest on Overdue Rentals	L-37
SECTION	18.	Notices	L-37
SECTION	19.	Immunities	L-38
SECTION	20.	Severability; Effect and Modification of Lease; Third Party Beneficiaries	L-38
SECTION	21.	Execution	L-39
SECTION	22.	Law Governing	L-39
SCHEDULE	A	Equipment	L-41
SCHEDULE	B	Rentals	L-42
SCHEDULE	C	Casualty Values	L-45

* This Table of Contents has been included in this document for convenience only and does not form a part of or affect any construction or interpretation of this document.

Definitions of the Lease

<u>Definitions</u>	<u>Page</u>
Lessee	1
Trustee	1
Owner	1
CSA	1
Seller	1
Equipment	1
Agent	1
Participation Agreement	1
Guarantor	1
Investor	1
Investors	1
Unit	1
Lease Assignment	1
Consent	1
Manufacturer	2
Certificate of Acceptance	3
Type	3
Change in Tax Law	4
Code	4
Net Economic Return	4
Interim Term	6
Base Term	6
Indemnified Person	8
Taxes	8
related	9
value added taxes	10
after-tax basis	11
Casualty Occurrence	15
Casualty Payment Date	16
Government	17
Surplus Termination	18
Termination Date	18
Voluntary Termination	18
Applicable Laws	23
Additions	24
Indemnified Matters	25
Event of Default	27
responsible officer	30
transferee	33
transaction	33
Guarantee	33
Overdue Rate	37

LEASE OF RAILROAD EQUIPMENT dated as of August 1, 1989, between AMOCO CHEMICAL COMPANY, a Delaware corporation (in such capacity "Lessee"), and THE CONNECTICUT NATIONAL BANK, a national banking association acting not in its individual capacity but solely as Trustee ("Trustee") under a Trust Agreement dated as of the date hereof with First Chicago Leasing Corporation, a Delaware corporation ("Owner").

WHEREAS the Trustee is entering into a conditional sale agreement (the "CSA") with Amoco Chemical Company ("Seller"), pursuant to which the Trustee has agreed to purchase and take delivery of the railroad equipment described in Schedule A hereto ("Equipment"); and

WHEREAS the Seller is assigning its interests pursuant to the CSA to Mercantile-Safe Deposit and Trust Company, acting as Agent (together with its successors and assigns, "Agent"), under a Participation Agreement dated as of the date hereof ("Participation Agreement") with the Lessee, Amoco Corporation ("Guarantor"), the Trustee, the Owner and State of Wisconsin Investment Board ("Investor" and together with its successors and assigns, "Investors"); and

WHEREAS the Lessee will lease from the Trustee all the units of the Equipment as are delivered and accepted under the CSA at the rentals and for the term and upon the conditions hereinafter provided (each such unit being hereinafter called "Unit"); and

WHEREAS the Trustee will assign certain of its rights under this Lease for security to the Agent pursuant to an Assignment of Lease and Agreement ("Lease Assignment") and the Lessee will consent to the Lease Assignment pursuant to a Lessee's Consent and Agreement ("Consent"); and

WHEREAS the Guarantor will pursuant to the Participation Agreement unconditionally guarantee the due and punctual performance of all obligations of the Lessee under the Participation Agreement, this Lease, the Consent and the

Tax Indemnity Agreement as more fully set forth in Section 19 thereof;

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

SECTION 1.01. Net Lease. This Lease is a net lease. The Lessee's obligation to pay all rentals and other amounts hereunder shall be absolute and unconditional and, except as provided in Section 7 hereof, 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 Trustee, the Agent or the Investors, whether under this Lease, under the CSA or otherwise, including the Lessee's rights by subrogation thereunder against any manufacturer ("Manufacturer") of the Units or the Agent or otherwise; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Trustee 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, 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 bankruptcy, reorganization or similar proceeding against the Lessee, the Trustee or the Owner, 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 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 (other than sums which are Excepted Rights as defined in Section 1 of the Lease Assignment) shall be final and the Lessee shall not seek to

recover all or any part of such payment from the Trustee or the Agent for any reason whatsoever.

SECTION 2.01. Delivery and Acceptance of Units.

The Trustee hereby appoints the Lessee its agent for inspection and acceptance of the Units pursuant to the CSA. Each delivery of a Unit to the Trustee under the CSA shall be deemed to be a delivery hereunder to the Lessee at the point or points within the United States of America at which such Unit is delivered to the Trustee under the CSA. Upon such delivery, the Lessee will cause, or will have caused, an employee or agent of the Lessee to inspect the same, and if such Unit is found to be acceptable, to accept delivery of such Unit on behalf of the Trustee under the CSA and itself hereunder whereupon such Unit shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all the terms and conditions of this Lease. On each Closing Date under the CSA the Lessee will execute and deliver to the Trustee a certificate of acceptance ("Certificate of Acceptance") in accordance with the provisions of Article 3 of the CSA, stating that each Unit in question has been inspected and accepted on behalf of the Lessee and the Trustee on the date of such Certificate of Acceptance and is marked in accordance with Section 5 hereof.

SECTION 2.02. All Units which are delivered and accepted hereunder pursuant to the CSA (i) on or prior to the first Closing Date (as defined in Article 4(b) of the CSA), shall be designated Series A Units, (ii) after the first Closing Date, and on or prior to the second Closing Date, shall be designated Series B Units and (iii) after the second Closing Date and on or before the Cut-off Date (as defined in Article 3(b) of the CSA) shall be designated Series C Units.

SECTION 3.01. Rentals. With respect to each of the Units subject to this Lease, the Lessee will pay to the Trustee the rentals shown in Schedule B hereto as applicable to Series A Units, Series B Units or Series C Units. Each payment of rent shall be made in arrears or in advance, and shall apply to a specific semi-annual time period, all as stated in Schedule B hereto.

SECTION 3.02. As used herein, the term "Type" refers to the type of the different Units as shown in Schedule A hereto.

SECTION 3.03. The rentals shown in Schedule B hereto, the Casualty Values and Termination Values shown in Schedule C hereto and the CSA Indebtedness amortization shown in Schedule I to the CSA have been calculated on the

assumptions that (i) the Series A Units will be settled for on August 30, 1989, the Series B Units will be settled for on December 15, 1989, and the Series C Units will be settled for on July 3, 1990, (ii) the fees and expenses payable by the Owner pursuant to Section 12 of the Participation Agreement will be equal to 1% of the aggregate Purchase Price of the Units, (iii) the interest rate on the Series A, the Series B and the Series C CSA Indebtedness will be 10% and the amortization of the CSA Indebtedness will be as set forth in Schedule I of the CSA, and (iv) no Change in Tax Law shall have occurred after the execution and delivery of this Lease and prior to the settlement under the CSA for the Units in question. (The term "Change in Tax Law" means (A) the enactment of any change in the Internal Revenue Code of 1986, as amended (the "Code"), or the promulgation of any change in the related Income Tax Regulations and/or (B) the issuance of proposed regulations or an administrative announcement or any other change in tax law if such proposed regulations, announcement or change shall be pursuant to Section 467 of the Code or otherwise with respect to the accrual of rental income, which in either case would affect the tax assumptions described in Section 1 of the Tax Indemnity Agreement or the Owner's accrual of rental income under the Lease.) If any of the foregoing assumptions proves to be incorrect or if the Lessee elects to have a rental adjustment pursuant to Section 3(c) of the Tax Indemnity Agreement, such rentals, Casualty Values and Termination Values and CSA Indebtedness amortization (subject to Section 17(a) of the Participation Agreement) will be adjusted upward or downward by the amount necessary to maintain the Owner's net after-tax yield and total after-tax cash flow, without regard to the timing thereof, using the multiple investment sinking fund method (such net after-tax yield and total after-tax cash flow being herein-after called "Net Economic Return") (computed on the same assumptions (including compliance with Revenue Procedures 75-21 and 75-28) as were originally utilized by the Owner in calculating such rental rates, Casualty Values and Termination Values and amortization schedules) while minimizing the present value of the rentals of the Lessee (such present value to be determined by using the applicable Debt Rate as defined in Article 4(d) of the CSA); provided, however, that, unless the parties shall otherwise agree, no such adjustment shall be made in respect of a Change in Tax Law unless the Owner shall have given written notice thereof to the Lessee prior to the settlement for the Units in question; provided further, however, that if any such adjustment shall be made in respect of proposed regulations or an administrative announcement and there shall subsequently be issued proposed regulations or final regulations or an administrative announcement pursuant to Section 467 of the Code or otherwise with respect to the accrual of rental

income that results in an effect on the Owner's net after-tax yield or total after-tax cash flow that is less adverse to the Owner than the effect on the basis of which the original adjustment shall have been made, then such rentals, Casualty Values and Termination Values and amortization schedules will be further adjusted by the amount necessary to maintain the Owner's net after-tax yield and total after-tax cash flow in accordance with the foregoing provisions. Such rentals, Casualty Values and Termination Values and CSA Indebtedness amortization have also been calculated on the assumption that the average yield to maturity of the five (5) year Treasury constant maturities for the one week prior to the tenth business day prior to each Closing Date (as defined in paragraph (b) of Article 4 of the CSA), as published in the Federal Reserve Statistical Release Report H.15 will be 8.35%; and if such assumption is not correct, such rentals, Casualty Values and Termination Values and CSA Indebtedness amortization shall be adjusted to maintain the same Owner's spread of pre-tax yield above the 8.35% Treasury rate reflected in such rentals, Casualty Values and Termination Values and CSA Indebtedness amortization. Any dispute with respect to the computation of the amount of any adjustments made pursuant to this Section 3.03 shall be resolved by Deloitte Haskins & Sells or any other nationally recognized certified public accounting firm acceptable to the Lessee and the Owner (it being agreed by the Lessee and the Owner that such resolution shall apply only to computations and that any dispute between the Lessee and the Owner as to the interpretation of the provisions of this Agreement shall not be resolved in the manner set forth in this sentence).

SECTION 3.04. Upon written notice to the Trustee, the Owner, the Agent and the Investor, the Lessee shall have the option to exclude any Units from this Lease prior to the applicable Closing Date if the rental adjustment pursuant to clause (iv) of the preceding Section 3.03 would cause the net present value of the aggregate rental payments with respect to such Units to increase by 4% or more as of the applicable Closing Date for such Units over the net present value calculated as of the date on which the Lessee and the Owner entered into a formal commitment with respect to the rental payments hereunder. In each case such net present value shall be computed at 10%, compounded semiannually.

SECTION 3.05. Notwithstanding anything to the contrary set forth herein, the rentals, the Casualty Values and the Termination Values, as adjusted pursuant to this Section 3, shall always be sufficient (except in the case of the first interest payment on each Series of CSA Indebtedness) to satisfy the obligations of the Trustee under the CSA regardless of any limitation of liability set

forth therein and the date on which any rental or Casualty Value or Termination Value is payable shall in any event be consistent with the Trustee's payment obligations under the CSA. In no event shall the foregoing covenant be construed as a guarantee by the Lessee of the CSA Indebtedness.

SECTION 3.06. If any of the rental payment dates referred to above is not a business day (as such term is defined in Article 4 of the CSA), the rental payment otherwise payable on such date shall then be payable on the following business day, and no interest shall be payable for the period from and after the scheduled date for payment thereof to such following business day.

SECTION 3.07. For so long as the CSA shall remain in effect, the Trustee irrevocably instructs the Lessee to make all the payments due the Trustee provided for in this Lease (other than sums which are included within Excepted Rights) to the Agent, for the account of the Trustee, in care of the Agent, with instructions to the Agent (a) first to apply such payments to satisfy the obligations of the Trustee under the CSA and the Participation Agreement due and payable thereunder on the date such payments are due and payable hereunder and (b) second, so long as no event of default under the CSA shall have occurred and be continuing, to pay any balance promptly to the Trustee or as directed by the Trustee in immediately available funds at such place as the Trustee shall specify in writing, and the Trustee hereby directs the Agent to make such payments (except indemnity payments due the Trustee) directly to the Owner.

SECTION 3.08. The Lessee agrees to make each payment provided for herein as contemplated by this Section 3 by wire transfer in immediately available funds at or prior to 11:00 a.m. Baltimore time to the office of the Agent (at 2 Hopkins Plaza, Baltimore, Maryland 21203, attention of Corporate Trust Department, Account No. 620081-8) on the date due, or if the CSA shall no longer be in effect, at the office of the Trustee.

SECTION 4.01. Term of Lease. The original term of this Lease as to each Unit consists of an Interim Term and a Base Term, each as described below. The Interim Term as to each Unit shall begin on the date of delivery and acceptance of such Unit hereunder as aforesaid and, subject to the provisions of Section 7 and 10 hereof, shall terminate at 12:01 A.M. on the date that is six months less one day from the commencement of the Lease as to such Unit. The Base Term as to each Unit, subject to the provisions of Sections 7, 10, and 13 hereof, shall be for a period of twenty years commencing immediately upon the termination of the Interim Term as to such Unit. Except for obligations of

the Lessee hereunder which are specifically stated to terminate at a fixed time, the obligations of the Lessee hereunder with respect to any Unit (including, but not limited to, the obligations under Sections 6, 9.06, 11, 14 and 19 hereof) shall survive the expiration of the term of this Lease with respect to such Unit.

SECTION 4.02. Notwithstanding anything to the contrary contained herein, all rights and obligations of the Lessee under this Lease and in and to the Units are subject to the rights of the Agent under the CSA. If an event of default should occur under the CSA, the Agent may terminate this Lease (or rescind its termination), all as provided therein, provided, however, that so long as (i) no Event of Default (as defined in Section 10.01 hereof) exists hereunder and (ii) the Lessee is complying with the provisions of this Lease and the Consent, this Lease may not be terminated and the Lessee shall be entitled to the quiet enjoyment of the Equipment and the rights of possession, use and assignment provided under Section 12 hereof.

SECTION 5.01. Identification Marks. The Lessee will cause each Unit to be kept numbered with the identifying number set forth in Schedule A hereto or in the case of any Unit not there listed such identifying number as shall be set forth in any amendment or supplement hereto extending this Lease to cover such Unit. The Lessee will not change or permit to be changed 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 Agent and the Trustee and filed, recorded and deposited by the Lessee in all public offices where this Lease and the CSA shall have been filed, recorded and deposited and (ii) the Lessee shall have furnished the Agent and the Trustee 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 Agent's and the Trustee'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 Agent and the Trustee in such Units.

SECTION 5.02. 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; provided, however, that the Lessee may permit the Equipment to be lettered with the names, trademarks, initials or other insignias customarily used by the Lessee on railroad equipment used by it of the same or a similar type for convenience of identification of its rights to use the Equipment

under this Lease, and the Equipment may be lettered in an appropriate manner for convenience of identification of the interest of the Lessee therein.

SECTION 6.01. Taxes. Whether or not the transactions contemplated by the Documents are consummated, the Lessee agrees to pay, and to indemnify and hold harmless the Trustee, both in its individual and trust capacities, the Owner and its affiliates, the Agent and the Investors and their respective successors, assigns, principals, or agents and servants (the "Indemnified Persons") on an after-tax basis from all taxes, assessments, fees, withholdings, excises, levies, imposts, duties and other governmental charges of any nature whatsoever, together with any penalties, fines, additions to tax or interest thereon (all such taxes, assessments, fees, withholdings, excises, levies, imposts, duties, charges, penalties, fines, additions to tax and interest imposed as aforesaid being hereinafter called "Taxes"), imposed by any Federal, state or local taxing authority of the United States or by a taxing authority of any foreign country or subdivision thereof, upon or with respect to: (a) the Lessee or any Unit or any part thereof; (b) the manufacture, purchase, ownership, delivery, substitution, sale, leasing, possession, use, operation, transfer of title, return or other disposition thereof; (c) the rentals, receipts or earnings arising therefrom; (d) this Lease, the Lease Assignment, the Consent, the Trust Agreement, the Participation Agreement, the CSA or any other Document (as defined in the Participation Agreement), or any amendment or supplement to any of the foregoing; or (e) any payment made pursuant to any such agreement, or the property, the income or other proceeds received with respect to property held in trust by the Trustee under the Trust Agreement or by the Agent under the CSA; excluding, however, (i) Taxes imposed by any United States Federal, state or local taxing authority or by any foreign taxing authority (other than Taxes in the nature of sales, use or rental Taxes imposed on an Indemnified Person other than an Investor or the Agent or any related Indemnified Person with respect to either thereof (as defined below)) that are based upon or measured by gross or net income or gross or net receipts (including any minimum or alternative minimum Taxes, withholding Taxes and any Taxes on or measured by any items of tax preference); provided, however, that, in the case of any Indemnified Person other than the Agent, any Investor or any related Indemnified Person with respect to either thereof the exclusion set forth in this clause (i) shall not apply to Taxes imposed by a taxing authority of a foreign country with respect to a Unit if such Taxes result exclusively from the location or registration of such Unit in the foreign jurisdiction

imposing such Taxes; (ii) franchise Taxes, Taxes on doing business (including those based on gross receipts) and Taxes on capital or net worth (in each case, other than Taxes in the nature of sales, use or rental Taxes imposed on any Indemnified Person other than the Agent, any Investor or any related Indemnified Person with respect to either thereof and any foreign Taxes imposed on any Indemnified Person other than the Agent, any Investor or any related Indemnified Person with respect to either thereof with respect to a Unit resulting solely from the location or registration of such Unit in the foreign jurisdiction imposing such Taxes); (iii) Taxes imposed on or with respect to an Indemnified Person resulting from (x) any voluntary or involuntary transfer by such Indemnified Person or a related Indemnified Person with respect thereto of any interest in a Unit or any part thereof or any interest arising under the Documents other than (A) a transfer pursuant to the exercise of remedies in connection with an Event of Default by the Lessee under the Lease; (B) a transfer resulting from a Casualty Occurrence or (C) with respect to taxes resulting from such transfer as are not normally borne by a seller, a transfer pursuant to the exercise by the Lessee of any termination or purchase option or (y) any transfer of any of the foregoing interests in connection with any bankruptcy or other proceeding for the relief of debtors in which such Indemnified Person or a related Indemnified Person with respect thereto is the debtor or any foreclosure by a creditor of such Indemnified Person or a related Indemnified Person with respect thereto other than a bankruptcy (or other proceeding) or a foreclosure caused by an Event of Default (a person shall be considered a "related" Indemnified Person with respect to an Indemnified Person for purposes of this Section 6.01 if such person is an affiliate, successor, assignee, officer, director, predecessor, assignor, employer or principal thereof, or a person of which any of the foregoing is a director; in addition, the Trustee shall be considered a "related" Indemnified Person with respect to the Owner, the Trust Estate (as defined in Section 1.02 of the Trust Agreement) and any related Indemnified Person with respect to either of the foregoing; the Owner and any related Indemnified Person with respect thereto shall be considered "related" Indemnified Persons with respect to the Trust Estate, the Trustee and any related Indemnified Person with respect to either of the foregoing; the Trust Estate shall be considered a "related" Indemnified Person with respect to the Trustee, the Owner and any related Indemnified Person with respect to either of the foregoing; and the Agent, each Investor and any related Indemnified Person with respect to any thereof shall be considered related Indemnified Persons with respect to each

other); (iv) any interest, penalties or additions to tax that would not have resulted but for the failure of an Indemnified Person or a related Indemnified Person to file any return properly and timely unless such failure shall be caused by the failure of the Lessee to fulfill its obligations, if any, under Section 6.04 hereof with respect to such return; (v) with respect to any Indemnified Person, any Tax that results from such Indemnified Person's or a related Indemnified Person's engaging, with respect to a Unit or any part thereof, in transactions other than those contemplated by the Documents; (vi) any Tax that is being contested in accordance with the contest provisions of Section 6.02 hereof during the pendency of such contest; provided, however, that the Trustee shall be receiving all amounts of rentals payable to it without reduction by reason of such Tax; (vii) any Tax attributable to a Unit that is imposed with respect to any period after the earliest of (x) the expiration of the term of the Lease with respect to such Unit (unless the Lessee has wrongfully failed to return such Unit), (y) return of possession of such Unit to the Owner and (z) the discharge in full of the Lessee's obligations to pay the Casualty Value or the Termination Value and all other amounts due, if any, under Section 7 of the Lease, as the case may be, with respect to such Unit; provided, however, that the exclusion set forth in this clause (vii) shall not apply to Taxes relating to events occurring or matters arising prior to or simultaneously with the earliest of (x), (y) and (z); (viii) any Tax to the extent such Tax would not have been imposed if an Indemnified Person or a related Indemnified Person with respect thereto had not engaged in activities in the jurisdiction imposing such Tax which activities are unrelated to the transactions contemplated by the Documents; (ix) any Taxes in the nature of value-added Taxes other than, in the case of the Trustee, the Owner and its affiliates and any related Indemnified Person with respect to any thereof, value-added Taxes imposed by a foreign taxing authority with respect to a Unit resulting solely from the location or registration of such Unit in the jurisdiction imposing such Taxes (for purposes of this clause (ix), "value-added Taxes" shall include Taxes similar to the so-called "value-added taxes", currently imposed in certain European countries but shall not include Taxes imposed by a state or local taxing authority in the United States that are substantially similar to the Taxes commonly referred to as "sales and use taxes" currently imposed in many states); (x) any Taxes resulting exclusively from, or that would not have been imposed but for the inaccuracy of any representation, warranty or covenant by an Indemnified Person or any related Indemnified Person with respect thereto and (xi) any Taxes imposed on any

Indemnified Person resulting from the gross negligence or willful misconduct of such Indemnified Person or a related Indemnified Person with respect thereto. As used in the Documents, the term "after-tax basis" shall mean, with respect to any payment to be received or deemed to have been received by an Indemnified Person, that the amount to be paid by the Lessee shall be equal to the sum of such payment plus any additional amount that may be required so that after reduction by all Taxes and other charges imposed under any United States Federal, state and local law and, in the case of the Trustee, the Owner and any of its affiliates, and any related Indemnified Person with respect to any thereof, foreign law to the extent such Taxes are imposed with respect to a Unit solely as a result of the location or registration of such Unit in the foreign jurisdiction imposing such Taxes (taking into account any current credits or deductions arising therefrom) resulting either from the actual or constructive receipt or accrual of such payments and such additional amount, the sum of such payment and such additional amount shall be equal to the payment to be received or deemed to have been received.

SECTION 6.02. If a written claim is made against any Indemnified Person for any Taxes indemnified against under this Section 6, such Indemnified Person shall promptly notify the Lessee (it being understood, without prejudice to any other rights the Lessee may have in connection therewith, including any damages for failure to give notice, that the failure to give such notice shall not affect the Lessee's obligation hereunder to indemnify the Indemnified Person, unless such failure shall materially impair a contest of such claim). If reasonably requested by the Lessee in writing such Indemnified Person shall, at the expense and (at the Lessee's option) under the direction 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 its own name or in the name of such Indemnified Person; provided that no proceeding or action relating to such contest in the name of such Indemnified Person shall be commenced (nor shall any pleading, motion, brief or other paper be submitted or filed in the name of such Indemnified Person in any such proceeding or action) without the prior written consent of such Indemnified Person, such consent not to be unreasonably withheld. If the Lessee exercises its option to pursue a contest in

the name of an Indemnified Person, such Indemnified Person shall cooperate with the Lessee in the pursuit of such contest. In no event shall any Indemnified Person be required nor the Lessee be permitted to contest or continue to contest the imposition of any Tax for which the Lessee is obligated to indemnify pursuant to this Section 6 unless (i) the Lessee shall have agreed to pay and shall pay such Indemnified Person all reasonable costs and expenses that such Indemnified Person incurs in connection with contesting such claim (including, without limitation, all costs, expenses, reasonable legal and accounting fees and disbursements), (ii) if such contest shall be conducted in a manner requiring the payment of the claim, the Lessee shall have advanced the amount thereof, (iii) in the Owner's reasonable opinion such contest will not result in any material danger of sale, forfeiture, loss or loss of use of any Unit unless the Lessee shall have put up a bond with respect to any loss resulting from such sale, forfeiture, loss or loss of use anticipated by the Owner and (iv) no Event of Default pursuant to Section 10.01(A) or (B) hereof shall have occurred and be continuing without the Lessee's having provided adequate security for its indemnity obligation with respect to the contest action to be undertaken. If such Indemnified Person shall obtain a refund (or would have obtained a refund but for a counterclaim or set-off with respect to Taxes not indemnified by the Lessee) of all or any part of such Taxes previously reimbursed by the Lessee in connection with any such contest or any amount representing interest thereon applicable to the amount paid by the Lessee and the period of such payment, such Indemnified Person shall pay to the Lessee the amount of such refund or interest (or the amount that would have been obtained as aforesaid) net of expenses; provided, however, any such reimbursement (except for such interest) to the Lessee will not exceed the amount of prior indemnification payments made by the Lessee to the reimbursing party; provided further, however, that no such amount shall be paid while an Event of Default pursuant to Sections 10.01(A) or (B) hereof shall have occurred and be continuing. Notwithstanding anything contained in this Section 6.02 an Indemnified Person (x) shall not be required nor shall the Lessee be permitted to contest or continue to contest in the name of an Indemnified Person the imposition of any Tax for which the Lessee is obligated to indemnify pursuant to this Section 6 if such Indemnified Person (i) shall waive in writing its right to indemnification under this Section 6 with respect to such Tax (and any claim made by any taxing authority with respect to other taxable periods that is based, in whole or in part, upon the resolution of such claim) and (ii) shall pay to the Lessee any amount previously paid or advanced by the Lessee pursuant to this Section 6 with respect to such Tax or the

contest of such Tax other than the expenses of the conduct of such contest and (y) shall retain control over the conduct of a contest (but, if the conditions set forth in this Section 6.02 are satisfied, shall pursue such contest) if such contest cannot be conducted independently of proceedings involving other claims against such Indemnified Person which claims are not indemnified by the Lessee hereunder.

SECTION 6.03. Any payment which the Lessee shall be required to make to or for the account of any Indemnified Person with respect to any Tax which is subject to indemnification under this Section 6 shall (A) reflect any current savings of such Indemnified Person resulting by way of deductions, credits or other tax benefits attributable to the payment (or accrual) of such indemnified Tax unless such deduction or credit or other tax benefit was taken into account in computing the payment that the Lessee is required to make with respect to any Tax that is subject to indemnification under this section by way of a deduction or credit against such Tax and (B) include the amount necessary to hold such Indemnified Person harmless on an after-tax basis (as defined in Section 6.01 hereof) from the amount of any United States Federal, state or local taxes required to be paid by such Indemnified Person as the result of any such payment. If, by reason of any Tax payment made to or for the account of an Indemnified Person by the Lessee pursuant to this Section 6, such Indemnified Person subsequently realizes a tax benefit, savings, deduction or credit (including a foreign tax benefit) not previously taken into account in computing such payment, such Indemnified Person shall promptly pay to the Lessee an amount equal to the sum of (I) the actual net reduction in Taxes, if any, realized by such Indemnified Person attributable to such deduction or credit and (II) the actual reduction in any Taxes realized by such Indemnified Person as the result of any payment made by such Indemnified Person pursuant to this sentence; provided, however, that such Indemnified Person shall not be obligated to make payment pursuant to this Section 6.03 to the extent that the amount of such payment would exceed (x) the amount of all prior payments made by the Lessee pursuant to this Section 6, less (y) the amount of all prior payments by such Indemnified Person to the Lessee pursuant to this Section 6.03, and any amount not paid pursuant to this clause shall be carried forward and reduce any subsequent obligations of the Lessee to indemnify such Indemnified Person. For purposes of the preceding sentence, applicable foreign tax benefits of any Indemnified Person shall be deemed to be utilized by such Indemnified Person as credits or deductions for any taxable year in accordance with the following priorities:

First, to the extent the ability of the Indemnified Person to use foreign tax benefits to reduce its liability for Federal income taxes is increased by reason of net foreign source taxable income attributable to any payment by the Lessee pursuant to this Section 6, such foreign tax benefits shall be deemed to be used prior to any other foreign tax benefits of the Indemnified Person;

Second, all foreign tax benefits other than those described in the next two clauses of this sentence;

Third, all available foreign taxes attributable to any leasing transaction entered into by such Indemnified Person with a lessee other than the Lessee and for which such Indemnified Person was indemnified or held harmless by anyone in such lease transaction (other than a lease transaction described in the next clause of this sentence) shall be deemed to be used on a pari passu basis with any foreign tax benefits attributable to any payment made to or for the account of such Indemnified Person pursuant to this Section 6; and

Fourth, all available foreign taxes attributable to any leasing transaction entered into by such Indemnified Person for which such Indemnified Person was indemnified or held harmless by anyone in such lease transaction and in which the tax benefit ordering rules applicable to such indemnification specifically provide that foreign taxes attributable to such transaction shall be taken into account last (and not on a pari passu basis as hereinabove stated).

SECTION 6.04 In case any report or return is required to be made with respect to any obligation of the Lessee under this Section 6 or arising out of this Section 6, the Lessee shall either make such report or return in such manner as will show the interests of the Trustee in the Units, or shall promptly notify the Trustee, the Owner and the Agent of such requirement and shall make such report or return in such manner as shall be satisfactory to the Trustee, the Owner and the Agent. All costs and expenses (including legal and accountants' fees) of preparing any such return or report shall be borne by the Lessee.

SECTION 6.05 All the obligations of the Lessee under this Section 6 shall survive and continue, but only with respect to periods included in the term of this Lease, notwithstanding payment in full of all amounts due under the CSA or the termination of this Lease. All amounts payable by the Lessee pursuant to this Section 6 shall be payable

directly to the Indemnified Person entitled to indemnification, except to the extent paid to a governmental agency or taxing authority (provided that any such Indemnified Person not a party to this Agreement shall, if requested by the Lessee, confirm in writing its obligations as described in this Section 6). If an Indemnified Person shall be entitled to a payment under the CSA with respect to which the Lessee has a corresponding obligation under this Section 6, then, to the extent reasonably necessary to preserve the rights of the Lessee under this Section 6 with respect to such Indemnified Person, the Trustee will cooperate with the Lessee in coordinating the corresponding provisions of Article 6 of the CSA and this Section 6 with respect thereto

SECTION 6.06 The Lessee shall furnish promptly, upon request, such information and data as are normally available to the Lessee and which the Agent or the Owner reasonably may require to permit compliance with the requirements of any taxing authorities.

SECTION 7.01. Casualty Occurrences; Terminations and Insurance. In the event that any Unit shall be or become lost or stolen for a period of more than 180 consecutive days, worn out, destroyed, or, in the reasonable good faith opinion of the Lessee, irreparably damaged or uneconomic to repair from any cause whatsoever, or returned to the Manufacturer because of an irreparable defect, taken or requisitioned by condemnation or otherwise for use by the United States Government or governmental authority (or purported authority) of the United States of America for a period of two years or more (or such shorter period as the Lessee shall elect but not less than one year) or anticipated to extend beyond the then remaining term of this Lease, or by any other governmental authority or purported governmental authority for a period in excess of 180 consecutive days or a period reasonably anticipated by the Lessee to extend beyond the then remaining term of this Lease or subject to any governmental or purported governmental rule, regulation or other action prohibiting the Lessee from using such Unit for a period in excess of 180 consecutive days ("Casualty Occurrence"), during the term of this Lease or until such Unit shall have been returned in the manner provided in Section 11 or Section 14 hereof, the Lessee shall within 30 days after the Lessee has determined that a Casualty Occurrence has occurred notify the Trustee and the Agent with respect thereto. On the rental payment date next succeeding the delivery of such notice, (or, in the event such rental payment date will occur within 15 days after delivery of notice, on the following rental payment date, or, in the event the term of this Lease has already expired or will expire within 15 days

after delivery of such notice, on a date within 15 days of such delivery) ("Casualty Payment Date"), the Lessee shall either (i) pay to the Trustee on such Casualty Payment Date a sum equal to the Casualty Value (as defined in Section 7.03) of such Unit as of such Casualty Payment Date together with any rental payment due in arrears on such Casualty Payment Date or (ii) transfer to the Trustee full legal, beneficial and unencumbered title to railroad rolling stock (Replacement Unit) of substantially similar utility and remaining useful life to the Unit suffering a Casualty Occurrence which shall have a then Fair Market Value (as defined in Section 13.05 hereof), as certified in writing by the Lessee, of not less than the Fair Market Value of the Unit suffering the Casualty Occurrence assuming said Unit was maintained in the condition required by this Lease. Upon the making of such payment by the Lessee in respect of any Unit, the rental for such Unit shall cease to accrue as of such Casualty Payment Date, the term of this Lease as to such Unit shall terminate and (except in the case of the loss, theft or complete destruction of such Unit) the Trustee shall be entitled to recover possession of such Unit. Prior to or at the time of any transfer of title to any Replacement Unit pursuant to this Section 7.01, the Lessee, at its own expense, shall promptly (a) furnish the Trustee with a bill of sale, in form and substance satisfactory to the Trustee and the Agent, with respect to such Replacement Unit, (b) enter into a supplement hereto, in form and substance satisfactory to the Trustee and the Agent, subjecting such Replacement Unit to this Lease, and cause such supplement, together with an appropriate supplement to the CSA and all such other documents and instruments to be filed and recorded in such manner and places as shall be necessary or appropriate to confirm the title and interest of the Agent and lien of the Agent pursuant to the CSA in respect of such Replacement Unit, (c) furnish the Trustee and the Agent with the evidence of title to such Replacement Unit, and (d) furnish the Trustee and the Agent with an opinion of Lessee's counsel to the effect that title to such Replacement Unit has been duly conveyed to the Trustee free and clear of all liens, encumbrances and rights of others (except the lien of the Lease and the CSA) and is duly leased hereunder and subject to the lien of the CSA.

SECTION 7.02. The Trustee hereby appoints the Lessee its agent to dispose of any Unit suffering a Casualty Occurrence or any component thereof, before or 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 Trustee and is not in default hereunder or an event which after notice or lapse of time or both would become a default hereunder, the Lessee

shall be entitled to the proceeds of such sale to the extent they do not exceed the Casualty Value of such Unit, and shall pay any excess, less reasonable expenses incurred in connection therewith, to the Trustee. All proceeds due to the Lessee in respect to any AAR interline settlement in respect of a Casualty Occurrence shall be for the account of the Lessee provided the Lessee has paid the Casualty Value in respect thereof; but if the Lessee fails to pay such Casualty Value, all such proceeds shall be for the account of the Trustee.

SECTION 7.03. The Casualty Value of each Unit as of the Casualty Payment Date for each such Unit shall be that percentage of the Purchase Price of such Unit as is set forth in Schedule C hereto opposite such date.

SECTION 7.04. In the event of the requisition for use by the United States Government ("Government") of any Unit during the term of this Lease or any renewal thereof, unless such requisition shall constitute a Casualty Occurrence, 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, the Lessee shall be obligated to return such Unit to the Trustee pursuant to Section 11 or Section 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; but the Lessee shall in all other respects comply with the provisions of said Section 11 or Section 14, as the case may be, with respect to such Unit. All payments received by the Trustee or the Lessee from the Government for the use of such Unit during the term of this Lease shall be paid over to, or retained, by the Trustee if an 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 otherwise shall be retained by the Lessee. All payments received by the Trustee or the Lessee from the Government for the use of such Unit after the term of this Lease, shall be paid over to, or retained by, the Trustee.

SECTION 7.05. Except as hereinabove in this Section 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 delivery and acceptance thereof by the Lessee hereunder.

SECTION 7.06. In the event that the Lessee shall, in its sole good faith opinion as evidenced by a certificate

of an officer of the Lessee, determine that 50% or more of the Units of any Type within the Series A, Series B or Series C Equipment have become obsolete, surplus or uneconomic to its need, the Lessee shall have the right, at its option and on at least 180 days' prior written notice to the Trustee, to terminate (herein called a "Surplus Termination") this Lease as to all such Units as of any succeeding rent payment date specified in such notice (the "Termination Date"); provided, however, that (i) the Termination Date shall not be earlier than the seventh anniversary of the Closing Date for such Units, (ii) no Event of Default shall have occurred and be continuing and (iii) on the Termination Date each such Unit shall be in the same condition as if being redelivered pursuant to Section 14 hereof.

SECTION 7.07. During the period from the 30th day after the giving of such notice until the fifth business day preceding the Termination Date, the Lessee shall use its best efforts to obtain bids for the purchase of all Units in such Series subject to such Surplus Termination, and the Lessee shall at least five business days prior to such Termination Date certify to the Trustee the amount of each such bid and the name and address of the party (which shall not be a corporation or individual affiliated with the Lessee or any party from whom the Lessee or any such affiliate intends thereafter to lease or acquire such Unit) submitting such bid. The Trustee or the Owner may, but shall not be obligated to, solicit such bids. On the Termination Date the Trustee shall sell all such Units for cash to the bidder who shall have submitted the highest bid prior to the Termination Date. The total sale price realized at each such sale shall be applied to the prepayment of the CSA Indebtedness in accordance with Article 7 of the CSA and any balance shall be retained by the Trustee.

SECTION 7.08. In the event that the Lessee shall determine that this Lease should be terminated as to all the Series A Units, all the Series B Units or all the Series C Units, the Lessee shall have the right, at its option and on at least 180 days' prior written notice to the Trustee, to terminate (herein called a "Voluntary Termination") this Lease as to such Series as of the tenth anniversary of the Closing Date of such Series ("Termination Date"); provided, however, that no Event of Default shall have occurred and be continuing. Upon Voluntary Termination, the Lessee shall purchase all, but not less than all, Units of any such Series for the Termination Value.

SECTION 7.09. On the Termination Date, the Lessee shall pay to the Trustee (i) any rental payment due in arrears on such Termination Date, (ii) in the case of a

Surplus Termination, the excess, if any, of the Termination Value for each such Unit computed as of such date over the sale price of such Unit received by the Trustee after the deduction of all expenses incurred by the Trustee in connection with such sale, (iii) in the case of a Voluntary Termination, an amount equal to the Termination Value for each such Unit and (iv) an amount equal to the applicable prepayment premium payable pursuant to Article 7 of the CSA on such date in respect of the CSA Indebtedness to be prepaid by the Trustee on such date. The Termination Value of each such Unit as of the payment date on which payment is to be made shall be that percentage of the Purchase Price of such Unit as is set forth in Schedule C hereto opposite such date. In no event shall the aggregate amount received by the Trustee as aforesaid be less than the applicable CSA Termination Value (as defined in the CSA) as of such date.

SECTION 7.10. If no sale shall occur on the Termination Date, this Lease shall continue in full force and effect without change unless and until the Lessee pays to the Trustee all applicable amounts specified in Section 7.09 for each Unit subject to the Termination and returns each such Unit to the Trustee pursuant to Section 14 hereof.

SECTION 7.11. In the event of any such sale and the receipt by the Trustee of the applicable amounts specified in Section 7.09, the obligation of the Lessee to pay rent pursuant to Section 3 hereof in respect of such Unit on each rental payment date shall continue to and including the Termination Date but shall then terminate. The Trustee shall be under no duty to solicit bids, to inquire into the efforts of the Lessee to obtain bids or otherwise to take any action or incur any cost or expense in connection with any sale other than to transfer or to cause to be transferred all the Trustee's right, title and interest in and to such Unit to the purchaser named in the highest bid certified by the Lessee to the Trustee as above provided. Any such sale shall be free and clear of all the Lessee's rights to such Unit, but otherwise shall be made without warranties other than against the Trustee's acts.

SECTION 7.12. If the Lessee shall exercise its option to terminate as to any Unit pursuant to Section 7.06, the Trustee may, notwithstanding such election by the Lessee, by written notice to the Lessee given 90 days after the termination notice is given to the Trustee, elect to pay the balance of the CSA Indebtedness with respect to such Unit, in which case the Trustee shall be entitled to retain such Unit, the Lessee shall not be obligated to pay the Termination Value to the Trustee and this Lease shall terminate as to such Unit upon the payment of such balance

of such CSA Indebtedness. In the event the Trustee shall so elect to retain such Unit, the Lessee shall deliver such Unit to the Trustee in accordance with the provisions of Section 14 hereof.

SECTION 7.13. The Lessee will, at all times prior to the return of the Equipment to the Trustee, at its own expense, cause to be carried and maintained (i) property insurance in respect of the Units at the time subject hereto and (ii) public liability insurance with respect to third party personal and property damage. The Lessee will continue to carry the insurance described in clauses (i) and (ii) above in such amounts and for such risks and with such insurance companies and subject to such self-insured retention by it as is consistent with prudent industry practice taking into account, among other things, the Lessee's financial condition, but in any event not less comprehensive in amounts and against risks customarily insured against by the Lessee in respect of equipment owned or leased by it similar in nature to the Equipment. Notwithstanding anything to the contrary set forth herein, so long as no Event of Default shall have occurred and be continuing and so long as the guarantee by the Guarantor pursuant to Section 19 of the Participation Agreement shall be, and shall be required to be, in full force and effect, the Lessee shall have the right at all times not to carry the insurance discussed in clause (i) above. If at any time the Lessee shall carry less than \$50,000,000 of liability insurance pursuant to clause (ii) of the first sentence of this Section 7.13, then the Trustee may request a certificate of an independent insurance broker stating that the amount of insurance carried by Lessee is consistent with prudent industry practice or that liability insurance in excess of the amount then being carried is commercially unavailable. The Lessee shall pay the cost of such certificate. The proceeds of any property insurance shall be payable to the Agent, the Trustee and the Lessee, as their interests may appear, so long as any CSA Indebtedness shall not have been paid in full, and thereafter to the Trustee and the Lessee as their interests may appear. Each policy with respect to such insurance, as provided herein, shall (i) include the Trustee, in its individual and trust capacity, the Owner, the Agent and the Investors as additional insureds, as their respective interests may appear, (ii) not require premiums, commissions and assessments from any additional insured, (iii) not require contribution from any other insurance coverage purchased by any additional insured, (iv) provide that no cancellation or material change shall be effective as to any insured until at least 30 days after the Trustee's, the Owner's, the Agent's and the Investors' receipt of

written notice thereof, and (v) waive any right of subrogation against any additional insured.

The Trustee or the Owner may at its own expense (but shall have no duty or obligation to) carry insurance with respect to its interest in the Equipment, provided that such insurance does not prevent the Lessee from carrying insurance required by this Section 7.13 or adversely affect such insurance, the amount payable thereunder or the cost thereof. Any insurance payments received from policies maintained by the Trustee or the Owner at its own expense shall be retained by the Trustee or the Owner, respectively, without reducing or otherwise affecting the Lessee's obligations hereunder.

SECTION 8.01. Reports. On or before May 1 in each year, commencing with the calendar year 1990, the Lessee will furnish to the Trustee, the Owner and the Agent an accurate statement (a) setting forth as at the preceding December 31 the amount, description and numbers of all Units then leased hereunder and covered by the CSA, the amount, description and numbers of all Units that have suffered a Casualty Occurrence during the preceding calendar year or, in the case of the first such statement, since the date of this Lease (specifying the dates of such Casualty Occurrences) 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 Section 5 hereof and the CSA have been preserved or replaced. The Trustee shall have the right (but not any obligation) by its agents to inspect the Units and the Lessee's records with respect thereto at such reasonable times as the Trustee may request during the continuance of this Lease.

SECTION 8.02. The Lessee will at its expense prepare and deliver to the Trustee within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Trustee) any and all reports (other than income tax returns except as provided in Section 6 hereof) to be filed by the Trustee with any Federal, state or other regulatory authority by reason of the ownership by the Trustee or the Agent of the Units or the leasing thereof to the Lessee.

SECTION 9.01. Disclaimer of Warranties; Compliance with Laws and Rules; Maintenance; Indemnification. THE TRUSTEE DOES NOT MAKE, HAS NOT MADE OR SHALL NOT BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE

UNITS OR ANY COMPONENT THEREOF DELIVERED TO THE LESSEE HEREUNDER, AND THE TRUSTEE DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS OR ANY COMPONENT THEREOF 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 OR ANY COMPONENT THEREOF (EITHER UPON DELIVERY THEREOF TO THE LESSEE OR OTHERWISE), it being agreed that all such risks, as between the Trustee and the Lessee, are to be borne by the Lessee; but the Trustee hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease, so long as no Event of Default shall have occurred and be continuing, to assert and enforce from time to time, in the name of and for the account of the Trustee and/or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights (including warranty or similar claims) the Trustee may have against the Manufacturer of any Units or any components thereof. The Lessee shall be obligated to assist diligently with respect to any such claims and to use the proceeds, if applicable, for the repair or restoration of the Units affected thereby. The Trustee 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 including strict liability in tort; (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 delivery of a Certificate of Acceptance shall be conclusive evidence as between the Lessee and the Trustee that the Units described therein are in all the foregoing respects satisfactory to the Lessee; and the Lessee will not assert any claim of any nature whatsoever against the Trustee based on any of the foregoing matters.

SECTION 9.02. The Lessee will, for the benefit of the Trustee, the Owner and the Agent, 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 operations involving the Units may extend, with the 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 (all such laws and rules to such extent being hereinafter called "Applicable Laws") and in the event that Applicable Laws require any alteration, replacement, modification or addition of or to any part of any Unit, the Lessee will fully conform therewith at its own expense; provided, however, that the Lessee may upon written notice to the Trustee and the Agent, in good faith, contest the validity or application of any such Applicable Laws in any reasonable manner which does not, in the reasonable opinion of the Trustee or the Agent, adversely affect the property or rights of the Trustee or the Agent, respectively, under this Lease or under the CSA.

SECTION 9.03. The Lessee shall, at its own cost and expense, maintain and keep, or cause to be maintained and kept, each Unit (including any Parts (as defined in Section 9.05) installed on or replacements made to any Unit and considered an accession thereto as hereinbelow provided) which is subject to this Lease in as good a condition as when delivered, ordinary wear and tear excepted (a) in compliance with all Applicable Laws, (b) in compliance with standards sufficient to satisfy the applicable Manufacturer's warranty requirements, (c) in compliance with any applicable insurance policy requirements, and (d) in condition eligible for railroad interchange in accordance with interchange rules of the Association of American Railroads or other applicable regulatory bodies. The Lessee will maintain and use the Units in a manner consistent with Lessee's maintenance and usage of similar equipment owned by it, and the Lessee will not discriminate in the maintenance or use of the Units and such similar equipment on the basis of ownership. The Lessee shall use the Units only in the manner for which they were designed and intended. The Lessee will maintain or cause to be maintained any records, logs and other materials required by, and will prepare and file any reports required by, any governmental authority having jurisdiction to be maintained or filed in respect of the Units. The Lessee, at its own expense, will procure or cause to be procured and pay or cause to be paid for all permits, inspections and licenses necessary or appropriate in connection with the Units, the use or operation thereof or any repair, restoration, replacement, renewal, addition or improvement with respect thereto.

SECTION 9.04. The Lessee and its affiliates, at their own cost and expense, may from time to time make such other alterations, modifications and additions at any time attached or affixed to any Unit, the cost of which is not included in the Purchase Price of such Unit 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 over such Unit (hereinafter collectively called "Additions") to the Units as the Lessee may deem desirable in the proper conduct of its business so long as such Additions shall not be inconsistent with the continuing operation of the Units and shall not diminish the remaining useful life, value or utility of the Units below the remaining useful life, value or utility thereof immediately prior to the making of such Additions, assuming the Units were then in the condition required to be maintained by the terms of this Lease.

SECTION 9.05. Title to all Parts (as herein below defined) incorporated in or installed as part of a Unit shall without further act vest in the Trustee and be subject to a valid first lien and prior perfected security interest under the CSA in the following cases: (i) such Part is in replacement of or in substitution for, and not in addition to, any Part originally incorporated in or installed as part of such Unit at the time of the acceptance thereof hereunder or any Part in replacement of, or in substitution for any such original Part, (ii) such Part is required to be incorporated in, or installed as part of, such Unit pursuant to the terms of Sections 9.02 or 9.03 and (iii) notwithstanding the provisions of paragraph 9.04, such Part cannot be readily removed from such Unit to which it relates without material damage thereto and without materially diminishing or impairing the value, utility or remaining useful life which such Unit shall have had at such time had such Addition not occurred. In all other cases, if no Event of Default, or event which with notice or lapse of time or both would constitute an Event of Default shall have occurred and be continuing, title to Parts incorporated in or installed as parts of the Units as a result of such Additions shall vest in the Lessee. The term Part for the purposes of this paragraph and Section 14 hereof shall be defined to include any appliance, part, instrument, accessory, furnishing or other equipment of any nature including any Additions which may from time to time be incorporated in or installed as part of any Unit.

SECTION 9.06. The Lessee shall pay, and shall protect, indemnify and hold each Indemnified Person, 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, the Participation Agreement, the CSA or any other agreement or Certificates of Acceptance contemplated hereby, or the Units, including without limitation those in any way relating to or arising or alleged to arise out of (i) the manufacture, construction, purchase, acceptance, rejection, ownership, delivery, nondelivery, lease, possession, use, operation, condition, sale, return or other disposition of any Unit or portion thereof; (ii) any latent or other defects whether or not discoverable by any Indemnified Person or the Lessee; (iii) any claim for patent, trademark or copyright infringement; (iv) any claims based on strict liability in tort or imposed by statute; (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 Trustee, the Lessee or any other person) or resulting or alleged to result from the condition of any thereof; (vi) any violation of any provision of this Lease or of any agreement, law, rule, regulation, ordinance or restriction, affecting or applicable to the Units or the leasing, ownership, use, replacement, adaptation or maintenance thereof (it being understood that this clause (vi) may not be the basis of a claim for indemnity hereunder if the violation is by the Indemnified Person in question); (vii) any claim arising out of any of the Trustee's obligations under the Lease Assignment, the CSA or the Participation Agreement, except to the extent such claim arises from an act or omission of the party claiming indemnification; or (viii) any claim arising out of the Agent's holding a security interest under the CSA or the Lease Assignment (all of which matters hereinabove set forth in this paragraph being hereinafter called "Indemnified Matters"; provided, however, that Indemnified Matters shall not include any matters which are (a) reasonably attributable to acts or events occurring after the term of this Lease, (b) taxes (whether or not indemnified by the Lessee under any other agreement or other Sections of this Lease) or (c) reasonably attributable, in the case of any particular Indemnified Person, to the gross negligence or wilful misconduct of such Indemnified Person). All payments hereunder shall be made directly to the Indemnified Person irrespective of whether an Event of Default shall have occurred hereunder. The Lessee shall be obligated under this Section 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 Section 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 Indemnified Matter, 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 the 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 Section 9, the Lessee shall pay such Indemnified Person an amount which, after deduction of all taxes required to be paid by such Indemnified Person 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 Trustee 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 Section 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, it shall be subrogated to any right of such Indemnified Person in respect of the Indemnified 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 Indemnified Matter with respect to which such Indemnified Person has been indemnified by the Lessee pursuant to this Section 9 shall be paid over to the Lessee to the extent necessary to reimburse the Lessee for indemnification payments previously made in respect of such matter.

SECTION 9.07. The indemnities contained in this Section 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 Section 9 shall be

deemed to create any rights of subrogation in any insurer or third party against the Lessee or the Trustee therefor, from or under any Indemnified Person, whether because of any claim paid or defense provided for the benefit thereof or otherwise. The foregoing indemnities by the Lessee shall not constitute a guarantee by the Lessee of the payment of any installments of principal or interest payable under the CSA or a guarantee of the residual value of the Equipment.

SECTION 10.01. Default. If, during the continuance of this Lease, one or more of the following events (each such event being herein sometimes called an "Event of Default") shall occur:

A. payment of any part of the rental provided in Section 3.01 or Section 13 hereof or payment in respect of any Casualty Occurrence or Termination pursuant to Section 7 hereof shall not be made by or on behalf of the Lessee and such failure to make payment shall continue for 10 business days after the same shall become due; or

B. payment of any other amount payable hereunder or under the Participation Agreement and such failure shall continue for 20 business days after receipt by the Lessee of written notice thereof from the Trustee or the Agent; or

C. the Lessee shall fail to maintain the insurance coverage required by Section 7 hereof; or

D. default shall be made in the observance or performance of any other of the material covenants, conditions and agreements on the part of the Lessee contained herein or in the Participation Agreement or the Consent or on the part of the Guarantor under the Participation Agreement, and such default shall continue for 30 days after written notice from the Trustee or the Agent to the Lessee specifying the default and demanding that the same be remedied, unless the Lessee shall be diligently proceeding to correct such failure and such correction is accomplished within 120 days; or

E. any representation or warranty made by the Lessee herein or in the Consent or in the Participation Agreement or in any agreement, document or certificate delivered by the Lessee in connection herewith or therewith (other than the Indemnity Agreement or by the Guarantor in the Participation Agreement) shall prove to have been incorrect in any material respect when made or given, shall remain material when discovered

and the Lessee or the Guarantor shall not remedy the situation in a manner satisfactory to the Trustee within 30 days after written notice thereof from the Trustee; or

F. any proceeding shall be commenced by or against the Lessee or the Guarantor for any relief which includes, or might result in, any modification of the obligations of the Lessee under this Lease, the Participation Agreement or the Consent or of the Guarantor under the Participation Agreement under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustments of such obligations), and, unless such proceeding 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 such obligations of the Lessee and the Guarantor shall not be and shall not continue to be 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 proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such a trustee or trustees or receiver or receivers, within 60 days after such proceedings shall have been commenced;

then, in any such case, the Trustee 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 with respect to any or all of the Units, whereupon all rights of the Lessee to the use of such Units shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as herein provided; and thereupon the Trustee may by its agents enter upon the premises of the Lessee or other premises where any of such Units may be and take possession of all or any of such Units and thenceforth hold, possess, sell, operate, lease to others and enjoy the same free from any right of the Lessee, or its successors or assigns, to use such Units

for any purposes whatever and without any duty to account to the Lessee for such action or inaction or for any proceeds arising therefrom; but the Trustee 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 may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental 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) in respect of such Units and also to recover forthwith from the Lessee as damages for loss of the bargain and not as a penalty, an amount equal to the excess, if any, of the Casualty Value of each such Unit as of the rental payment date on or next preceding the date of termination over the amount the Trustee reasonably estimates to be the sales value (after deduction of all estimated expenses of such sale) of such Unit at such time; provided, however, that in the event the Trustee shall have sold any such Unit, the Trustee, in lieu of collecting any amounts payable to the Trustee by the Lessee as aforesaid, may, if it shall so elect, demand that the Lessee pay to the Trustee, and the Lessee shall pay to the Trustee on the date of such sale, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the excess, if any, of the Casualty Value for such Unit, as of the rental payment date on or next preceding the date of termination, over the net proceeds of such sale.

In addition, the Lessee shall be liable, except as otherwise provided above, for any and all unpaid amounts due hereunder before, during or after the exercise of any of the foregoing remedies and for all reasonable attorneys' fees and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of the Trustee's remedies with respect thereto, including all costs and expenses incurred in connection with the return of any Unit.

SECTION 10.02. The remedies in this Lease provided in favor of the Trustee 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.

SECTION 10.03. The failure of the Trustee 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; and a waiver of any such right on one occasion shall not constitute a waiver of such right as to any other occasion and shall not be effective unless in writing signed by the Trustee.

SECTION 10.04. The Lessee also agrees to furnish the Trustee, the Owner and the Agent, promptly upon any responsible officer's acquiring actual knowledge of any condition which constitutes an Event of Default hereunder or which, after notice or lapse of time or both, would constitute such an Event of Default, written notice specifying such condition and the nature and status thereof. For the purposes of this Section 10, a "responsible officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of the Lessee, any corporate official 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.

SECTION 11.01. Return of Units Upon Default. If this Lease shall terminate in respect of any of the Units pursuant to Section 10 hereof, the Lessee shall forthwith deliver possession of such Units to the Trustee 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 Trustee pursuant to this Section 11 shall (i) be in the operating order, repair and condition required by this Lease, (ii) have attached or affixed thereto any Part title to which is in the Trustee pursuant to Section 9 hereof and have removed therefrom at Lessee's expense any Part or Addition title to which is in the Lessee or any other person pursuant to such Section 9, and (iii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable, or such comparable standards as may then be in effect. For the purpose of delivering possession of any such Unit or Units to the Trustee 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 Trustee and there assembled,

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

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

The assembling, delivery, maintenance, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee (and the Lessee will during this period maintain the insurance required by Section 7 of this Lease to be maintained) and are of the essence of this Lease; and, upon application to any court of equity having jurisdiction in the premises, the Trustee 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 Trustee or any person designated by it, including the authorized representative or representatives of any prospective purchaser or lessee of any such Unit, to inspect the same. In the event that any of the Units are sold, the Lessee shall pay to the Trustee the per diem interchange for each such Unit which shall not have been assembled, delivered and stored, as hereinbefore provided, by the date of such sale for each day from the date of such sale to the date of delivery to the purchaser thereof.

SECTION 11.02. Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 11, the Lessee hereby irrevocably appoints the Trustee 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 Trustee, 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.

SECTION 12.01. Assignment; Sublease; Possession and Use. This Lease shall be assignable in whole or in part by the Trustee without the consent of the Lessee; but the Lessee shall be under no obligation to any assignee of the Trustee other than the Agent, except upon written notice of such assignment from the Trustee. All the rights of the Trustee hereunder and obligations of the Lessee (including, but not limited to, the rights under Sections 6, 7 and 10 and the rights to receive the rentals payable under this Lease) shall inure to the benefit of the Owner and the Owner's and the Trustee's assigns.

SECTION 12.02. So long as (i) no Event of Default exists hereunder and (ii) the Lessee is complying with the provisions of this Lease and the Consent, the Lessee shall

be entitled to the quiet enjoyment and possession of the Units and also to sublease the Units to a sublessee or user incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof), 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 Canada (or any Province thereof) or Mexico, 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 and pooling arrangements in the continental United States, only upon and subject and subordinate to all the terms and conditions of this Lease; provided, however, that if the Lessee subleases, uses or permits the use of any Unit in Mexico, the Lessee shall, except as otherwise provided in Section 15 hereof, first have taken all action which in the reasonable opinion of the Trustee and the Agent is necessary to protect the right, title and interest of the Trustee and the Agent in the Units to be so subleased or used.

SECTION 12.03. 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 and subordinate to the rights and remedies of the Agent under the CSA and the Trustee under this Lease in respect of the Units covered by such sublease upon the occurrence of an event of default thereunder or an Event of Default hereunder; and provided further, that the Lessee shall remain primarily liable for its obligations hereunder regardless of any such sublease.

SECTION 12.04. 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 Trustee or the Agent not related to the ownership or leasing of, or the security interest of the Agent in, 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 Trustee, the Owner, the Agent or the Lessee therein; provided, however, that the Lessee shall not be required to discharge any such lien, charge, security interest or other encumbrance so long as the Lessee is in good faith contesting the validity thereof and such contest does not, in the reasonable opinion of the Agent or the Trustee, interfere with their respective interests hereunder. The Lessee shall not, without the

prior written consent of the Trustee, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, or assign its rights hereunder, except to the extent permitted by the provisions of Section 12.

SECTION 12.05. Nothing in this Section 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 or partnership (which shall have specifically assumed the obligations of the Lessee hereunder, under the Consent and under the Participation Agreement by an appropriate instrument in writing reasonably satisfactory to the Owner and the Agent) 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 ("transferee") will not, upon the effectiveness of such merger, consolidation or acquisition ("transaction") be in default under any provision of this Lease, the Consent or the Participation Agreement. In the case of any such transaction, the obligations of the Guarantor under Section 19 of the Participation Agreement ("Guarantee") shall continue in effect except in the case in which the transferee has a debt credit rating at least equal to the credit debt rating of the Guarantor at the time of the transaction and giving effect thereto and except that the Owner and the Agent shall not unreasonably withhold their consent to a termination of the Guarantee if the transferee has a debt credit rating by Standard and Poors and Moodys, at the time of the transaction and giving effect thereto, of at least AA.

SECTION 13.01. Renewal Options and Purchase 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 Trustee not less than 180 days prior to the end of the original term of this Lease elect to extend the term of this Lease in respect of 50% or more of all Units of a particular Type within the Series A, Series B or Series C Units for one additional one-year period. The rents for such extended term shall be payable semiannually in arrears in an amount equal to the lesser of (a) 50% of the average semiannual rental payable during the Base Term or (b) the then Fair Market Rental thereof.

SECTION 13.02. 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 Trustee not less than 180 days prior to the end of any

renewal term of this Lease with respect to Series A, Series B or Series C Units elect to extend the term of this Lease for a term consisting of increments of one year commencing on the scheduled expiration of the prior term with respect to all Units of any Type within such Series of Units then remaining under this Lease. The rents for such extended term shall be payable semiannually in arrears in an amount per Unit equal to the then Fair Market Rental thereof.

SECTION 13.03. 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 Trustee not less than the 180 days prior to the end of the original term of this Lease, elect to purchase at the expiration of the original term 50% or more of all Units of a Type within the Series A, Series B or Series C Units then covered by this Lease for an amount equal to 45% of the original Purchase Price thereof, which is estimated at the date of this Lease to be the fair market value thereof at the end of the Base Term.

SECTION 13.04. 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 Trustee not less than the 180 days prior to the end of the original or the renewal term of this Lease, elect to purchase at the expiration of such original or renewal term any or all of the Units then covered by this Lease for an amount equal to the then Fair Market Value thereof.

SECTION 13.05. Fair Market Value (Fair Market Rental) shall be determined on the basis of, and shall be equal in amount to, the price which would obtain in an arm's-length transaction between an informed and willing buyer (lessee) and an informed and willing seller (lessor) under no compulsion to buy (lease) or sell (lease) and, in such determination, costs of removal from the location of current use shall not be a deduction from such price and it shall be assumed that all the Units have been assembled in one place and are not encumbered by this Lease. If, after 30 days from the giving of notice by the Lessee of the Lessee's election to purchase under Section 13.04 or lease under clause (b) of Section 13.01 or under Section 13.02 such Units, the Trustee and the Lessee are unable to agree upon a determination of the Fair Market Value (Fair Market Rental) of the Units, such Fair Market Value (Fair Market Rental) 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 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 days after such notice is given, each party shall appoint an independent appraiser within 25 days after such notice is given, and the two appraisers so appointed shall within 30 days after such notice is given, appoint a third independent appraiser. If no such third appraiser is appointed within 30 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 Value (Fair Market Rental) of the Units within 45 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 Value (Fair Market Rental) 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 average shall be final and binding upon the parties hereto as the Fair Market Value (Fair Market Rental). 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 Value (Fair Market Rental) and shall be in lieu of any judicial or other procedure for the determination thereof, and each party hereto hereby consents and agrees not to assert any judicial or other procedures. If the parties agree upon the decision of the first appraiser, the Lessee will pay the appraisal expenses. Otherwise, the expenses of the appraisal procedure shall be borne equally by the Lessee and the Trustee.

SECTION 14.01. Return of Units upon Expiration of Term. As soon as practicable on or after the termination of the term of this Lease as to any Units and in any event not later than 90 days after the termination of the term of this Lease, the Lessee will, at its own cost and expense, at the request of the Trustee, cause each Unit then subject to this Lease (other than any Unit which has been purchased by the Lessee hereunder or the term of the Lease as to which has been renewed hereunder) to be transported to such point or points (not in excess of four with not less than 50 units at any such point) as shall be selected by the Lessee and reasonably acceptable to the Trustee. The Lessee will assist the Trustee in obtaining storage tracks at

competitive rates until each such Unit is sold or otherwise disposed of by the Trustee. During the assembly period, the Lessee will be responsible for the cost of assembly and storing each such Unit and shall continue the insurance coverage required by this Lease during such assembly period and until such Unit is returned as required hereby. For each day after the termination of this Lease until each such Unit is returned as required hereby, the Lessee shall pay to the Trustee an amount equal to the per diem equivalent of the average semiannual rent payable with respect to such Unit during the immediately preceding term hereof. During the assembly period, the Lessee will permit the Trustee or any person designated by it, including the authorized representative or representatives of any prospective purchaser or lessee 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 Trustee or any prospective purchaser or lessee, the rights of inspection granted under this sentence. The assembly, delivery, 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 Trustee 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.

SECTION 14.02. Each Unit returned to the Trustee pursuant to this Section 14 shall (i) be in the same operating order, repair and condition as required by this Lease and (ii) have attached or affixed thereto any Part title to which is in the Trustee pursuant to Section 9 hereof and have removed therefrom at Lessee's expense any Part or Addition title to which is in the Lessee or any other person pursuant to such Section 9.

SECTION 15.01. Recording. The Lessee, at its own expense, will cause this Lease, the CSA, the Lease Assignment and any assignment hereof or thereof to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 and deposited with the Registrar General of Canada (and notice of such deposit to be given forthwith in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada. The Lessee will, at its own expense, undertake the filing, registering, deposit, and recording required of the Trustee under the CSA and 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 redeposit or rerecord whenever required) any and all further instruments required by law or reasonably requested by the Trustee or the Agent for the purpose of proper protection, to their satisfaction, of the Agent's and the Trustee's respective interests in the Units, or for the purpose of carrying out the intention of this Lease, the CSA or the Lease Assignment; provided, however, that the Lessee shall not be required to take any such action in Mexico if (1) the Lessee deems such action to be unduly burdensome, (2) after giving effect to the failure to take such action, the Lessee has taken all action required by law to protect the title of the Trustee to and the security interest of the Agent in Units having a Purchase Price (as defined in Article 4 of the CSA) of not less than 85% of the aggregate Purchase Price of all the Units then subject to this Lease, and (3) any Unit at any time located in such jurisdiction shall have been marked with the markings specified in Section 5 hereof.

SECTION 15.02. The Lessee will promptly furnish to the Agent and the Trustee evidence of all such filing, registering, depositing or recording, and an opinion or opinions of counsel for the Lessee with respect thereto satisfactory to the Trustee and the Agent .

SECTION 16. Trustee's Right to Perform for the Lessee. If the Lessee fails to perform or comply with any of its agreements contained herein, the Trustee may upon notice to the Lessee itself perform or comply with such agreement, and the amount of the reasonable cost and expenses of the Trustee incurred in connection with such performance or compliance, together with interest on such amount at the rate equal to the applicable Debt Rate for the first Closing plus 1% per annum ("Overdue Rate"), shall be payable by the Lessee upon demand. No such performance or compliance by the Trustee shall be deemed a waiver of the rights and remedies of the Trustee against the Lessee hereunder or be deemed to cure the default of the Lessee hereunder.

SECTION 17. Interest on Overdue Rentals. Anything to the contrary herein notwithstanding, any nonpayment of rentals and other obligations due hereunder shall result in the obligation on the part of the Lessee promptly to pay an amount equal to interest at the Overdue Rate per annum on the overdue rentals and other obligations for the period of time during which they are overdue or such lesser amount as may be legally enforceable.

SECTION 18. Notices. Any notice required or permitted to be given by any party hereto to any other party or parties shall be deemed to have been received by the

addressee on the date of actual receipt (if such date is a Business Day, otherwise on the next Business Day), if transmitted by mail, telex, telecopy or similar transmission, or by express courier service or by hand, addressed as follows:

if to the Trustee, at 777 Main Street, Hartford, Connecticut 06115, Attention of Corporate Trust Administration;

if to the Lessee, at 200 East Randolph Drive, Chicago, Illinois 60601, attention of R. F. Mangel, Jr., Director, Transportation and Distribution, Mail Code 4105A;

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 or so furnished for such party. Any notice to the Lessee by the Agent regarding the Lessee's failure to perform any obligation hereunder shall also be furnished by the Lessee to the Trustee.

SECTION 19. Immunities. Each and all of the representations, warranties, covenants and agreements herein made on the part of the financial institution acting as Trustee hereunder are made and intended not as personal representations, warranties, covenants and agreements by said institution or for the purpose or with the intention of binding said institution personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement); and (except as aforesaid) this agreement is executed and delivered by said institution solely in the exercise of the powers expressly conferred upon said institution as trustee under the Trust Agreement; and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said institution on account of any representation, warranty, covenant or agreement herein of the Trustee (except in the case of gross negligence or willful misconduct of the Trustee), either expressed or implied, all such personal liability, if any, being expressly waived and released by the Lessee and by all persons claiming by, through or under the Lessee; provided, however, that the Lessee or any person claiming by, through or under the Lessee making claim hereunder may look to said Trust Estate for satisfaction of the same.

SECTION 20. Severability; Effect and Modification of Lease; Third Party Beneficiaries. 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.

This Lease exclusively and completely states the rights of the Trustee and the Lessee with respect to the leasing of the Units and supersedes all other agreements, oral or written, with respect thereto, except the Participation Agreement. Subject to the last sentence of the first paragraph of Article 22 of the CSA, 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 Trustee and the Lessee.

Nothing in this Lease shall be deemed to create any right in any person not a party hereto (other than the Trustee, the Owner, the Agent, the Investors and the permitted successors and assigns of such parties, each of which shall be deemed to be a third party beneficiary hereof) 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 except as aforesaid.

SECTION 21. 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 Agent 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 shown under their signatures.

SECTION 22. Law Governing. The terms of this Lease and all rights and obligations hereunder shall be governed by and construed in accordance with 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, such additional rights arising out of the filing, recording or depositing of this Lease and any assignment hereof as shall be conferred by the laws of the several jurisdictions in which the same shall be filed, recorded or deposited, or in which any Units shall be located, and any rights arising out of the markings on the Units.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

AMOCO CHEMICAL COMPANY,

by

Name:

Title:

Executed on August , 1989.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity,
but solely as Trustee,

by

Name:

Title:

Executed on September , 1989.

[90616]

SCHEDULE A TO LEASE

<u>Manufacturer</u>	<u>Car Type</u>	<u>Specifications</u>	<u>Number of Cars</u>	<u>Car Numbers (Inclusive)</u>	<u>Estimated Purchase Price</u>	<u>Total</u>
<u>Trinity Industries Inc.</u>						
23,500 gallon general purpose tank cars	A	Trinity File No. 8855	60	AMCX 123001-123060	\$58,333	\$3,500,000*
6,150 cubic foot covered hopper cars	D	Trinity PSM-1059	61	AMCX 104125-104185	50,820	3,100,000*
6,150 cubic foot covered hopper cars	C	Trinity File No. 2082	125	AMCX 104000-104124	63,200	7,900,000*
20,000 gallon tank cars with special linings for maleic anhydride service	F	Trinity File No. 8932	6	AMCX 120027-120032	66,667	400,000*
<u>ACF</u>						
5,800 cubic foot plastic pellet cars	B	ACF 88-OA0-104 5/13/88	60	AMCX 107865-107924	65,000	3,900,000
5,250 cubic foot covered hopper cars	E	ACF 89-OA0-052 1/19/89	160	AMCX 106040-106199	67,500	10,800,000
						<u>\$29,600,000</u>
<u>Total</u>			<u>472</u>			

* Deliveries F.O.B. Trinity plant.

Series A Units
 Basic Rent Schedule
Percentage of Purchase Price*

Date	Arrears Rent	Advance Rent	Total Rent
8/27/1990	.000000	.000000	.000000
2/27/1991	8.678182	.000000	8.678182
8/27/1991	.000000	.000000	.000000
2/27/1992	8.678182	.000000	8.678182
8/27/1992	.000000	.000000	.000000
2/27/1993	8.678182	.000000	8.678182
8/27/1993	.000000	.000000	.000000
2/27/1994	8.678182	.000000	8.678182
8/27/1994	.000000	.000000	.000000
2/27/1995	8.678182	.000000	8.678182
8/27/1995	3.498284	.000000	3.498284
2/27/1996	5.179897	.000000	5.179897
8/27/1996	3.414203	.000000	3.414203
2/27/1997	5.263978	.000000	5.263978
8/27/1997	3.321715	.000000	3.321715
2/27/1998	5.356467	.000000	5.356467
8/27/1998	3.231544	.000000	3.231544
2/27/1999	5.446637	4.949235	10.395872
8/27/1999	.000000	3.728947	3.728947
2/27/2000	.000000	6.849021	6.849021
8/27/2000	.000000	3.757217	3.757217
2/27/2001	.000000	8.080934	8.080934
8/27/2001	.000000	2.525304	2.525304
2/27/2002	.000000	8.264734	8.264734
8/27/2002	.000000	2.341504	2.341504
2/27/2003	.000000	8.460124	8.460124
8/27/2003	.000000	2.146114	2.146114
2/27/2004	.000000	8.671200	8.671200
8/27/2004	.000000	1.935038	1.935038
2/27/2005	.000000	9.025735	9.025735
8/27/2005	.000000	1.580503	1.580503
2/27/2006	.000000	9.417590	9.417590
8/27/2006	.000000	1.188648	1.188648
2/27/2007	.000000	9.850692	9.850692
8/27/2007	.000000	.755546	.755546
2/27/2008	.000000	10.329384	10.329384
8/27/2008	.000000	.276854	.276854
2/27/2009	.000000	10.606237	10.606237
8/27/2009 **	.000000	.000000	.000000
Total	78.103635	114.740561	192.844196

*As defined in Article 4 of the CSA. This Schedule assumes interest rate is 10% on CSA Indebtedness.

**Termination Date.

Series B Units
Basic Rent Schedule
Percentage of Purchase Price*

Date	Arrears Rent	Advance Rent	Total Rent
12/14/1990	.000000	.000000	.000000
6/14/1991	8.598184	.000000	8.598184
12/14/1991	.000000	.000000	.000000
6/14/1992	8.598184	.000000	8.598184
12/14/1992	.000000	.000000	.000000
6/14/1993	8.598184	.000000	8.598184
12/14/1993	.000000	.000000	.000000
6/14/1994	8.598184	.000000	8.598184
12/14/1994	.000000	.000000	.000000
6/14/1995	8.598184	.000000	8.598184
12/14/1995	3.426043	.000000	3.426043
6/14/1996	5.172141	.000000	5.172141
12/14/1996	3.338738	.000000	3.338738
6/14/1997	5.259446	.000000	5.259446
12/14/1997	3.242703	.000000	3.242703
6/14/1998	5.355482	.000000	5.355482
12/14/1998	3.165904	.000000	3.165904
6/14/1999	5.432281	4.452498	9.884779
12/14/1999	.000000	4.145687	4.145687
6/14/2000	.000000	6.946117	6.946117
12/14/2000	.000000	3.562352	3.562352
6/14/2001	.000000	7.950942	7.950942
12/14/2001	.000000	2.557527	2.557527
6/14/2002	.000000	8.129405	8.129405
12/14/2002	.000000	2.379064	2.379064
6/14/2003	.000000	8.322653	8.322653
12/14/2003	.000000	2.185816	2.185816
6/14/2004	.000000	8.645644	8.645644
12/14/2004	.000000	1.862825	1.862825
6/14/2005	.000000	9.002635	9.002635
12/14/2005	.000000	1.505834	1.505834
6/14/2006	.000000	9.397203	9.397203
12/14/2006	.000000	1.111266	1.111266
6/14/2007	.000000	9.833305	9.833305
12/14/2007	.000000	.675164	.675164
6/14/2008	.000000	10.315312	10.315312
12/14/2008	.000000	.193157	.193157
6/14/2009	.000000	10.508468	10.508468
12/14/2009**	.000000	.000000	.000000
Total	77.383658	113.682874	191.066532

*As defined in Article 4 of the CSA. This Schedule assumes interest rate is 10% on CSA Indebtedness.

**Termination Date.

Series C Units
 Basic Rent Schedule
Percentage of Purchase Price*

Date	Arrears Rent	Advance Rent	Total Rent
7/ 2/1991	.000000	.000000	.000000
1/ 2/1992	8.707678	.000000	8.707678
7/ 2/1992	.000000	.000000	.000000
1/ 2/1993	8.707678	.000000	8.707678
7/ 2/1993	.000000	.000000	.000000
1/ 2/1994	8.707678	.000000	8.707678
7/ 2/1994	.000000	.000000	.000000
1/ 2/1995	8.707678	.000000	8.707678
7/ 2/1995	.000000	.000000	.000000
1/ 2/1996	8.707678	.000000	8.707678
7/ 2/1996	3.526274	.000000	3.526274
1/ 2/1997	5.181405	.000000	5.181405
7/ 2/1997	3.443517	.000000	3.443517
1/ 2/1998	5.264161	.000000	5.264161
7/ 2/1998	3.352485	.000000	3.352485
1/ 2/1999	5.355193	.000000	5.355193
7/ 2/1999	3.690640	.000000	3.690640
1/ 2/2000	5.017038	5.226673	10.243711
7/ 2/2000	.000000	3.481004	3.481004
1/ 2/2001	.000000	6.935000	6.935000
7/ 2/2001	.000000	3.707288	3.707288
1/ 2/2002	.000000	8.115316	8.115316
7/ 2/2002	.000000	2.526972	2.526972
1/ 2/2003	.000000	8.299582	8.299582
7/ 2/2003	.000000	2.342706	2.342706
1/ 2/2004	.000000	8.495698	8.495698
7/ 2/2004	.000000	2.146590	2.146590
1/ 2/2005	.000000	8.704661	8.704661
7/ 2/2005	.000000	1.937627	1.937627
1/ 2/2006	.000000	9.054094	9.054094
7/ 2/2006	.000000	1.588194	1.588194
1/ 2/2007	.000000	9.447036	9.447036
7/ 2/2007	.000000	1.195252	1.195252
1/ 2/2008	.000000	9.881340	9.881340
7/ 2/2008	.000000	.760948	.760948
1/ 2/2009	.000000	10.361361	10.361361
7/ 2/2009	.000000	.280927	.280927
1/ 2/2010	.000000	10.642288	10.642288
7/ 2/2010 **	.000000	.000000	.000000
Total	78.369103	115.130557	193.499660

*As defined in Article 4 of the CSA. This Schedule assumes interest rate is 10% on CSA Indebtedness.

**Termination Date.

Series A Units
Termination and Casualty Values*

<u>Date</u>	<u>Termination Values</u>	<u>Casualty Values</u>
2/27/90	106.7833869	106.7833869
8/27/90	112.1959847	112.1959847
2/27/91	108.6384849	108.6384849
8/27/91	113.4709748	113.4709748
2/27/92	109.4432735	109.4432735
8/27/92	113.8830575	113.8830575
2/27/93	109.5173568	109.5173568
8/27/93	113.6624688	113.6624688
2/27/94	109.0420001	109.0420001
8/27/94	112.9407195	112.9407195
2/27/95	108.0672710	108.0672710
8/27/95	108.1244383	108.1244383
2/27/96	106.4491890	106.4491890
8/27/96	106.4557452	106.4557452
2/27/97	104.6127249	104.6127249
8/27/97	104.6196787	104.6196787
2/27/98	102.5920899	102.5920899
8/27/98	102.5994673	102.5994673
2/27/99	100.3919777	100.3919777
8/27/99	98.3601156	98.3601156
2/27/ 0	97.5487735	97.5487735
8/27/ 0	93.4577334	93.4577334
2/27/ 1	92.4587443	92.4587443
8/27/ 1	86.9119257	86.9119257
2/27/ 2	86.9440474	86.9440474
8/27/ 2	81.0301669	81.0301669
2/27/ 3	81.0716329	81.0716329
8/27/ 3	74.7675390	74.7675390
2/27/ 4	74.8187272	74.8187272
8/27/ 4	68.0964999	68.0964999
2/27/ 5	68.1771449	68.1771449
8/27/ 5	60.9171354	60.9171354
2/27/ 6	61.2108382	61.2108382
8/27/ 6	53.4003310	53.4003310
2/27/ 7	53.9484487	53.9484487
8/27/ 7	45.5495130	45.5495130
2/27/ 8	46.3997535	46.3997535
8/27/ 8	37.3723283	37.3723283
2/27/ 9	38.5216650	38.5216650
8/27/ 9	28.9690652	28.9690652
2/27/10	29.9999984	29.9999984

* The Termination Value and the Casualty Value of each Unit as of any date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite such date. This schedule assumes the interest rate is 10% on the CSA Indebtedness.

Series B Units
Termination and Casualty Values*

<u>Date</u>	<u>Termination Values</u>	<u>Casualty Values</u>
6/14/90	106.6748540	106.6748540
12/14/90	111.8144769	111.8144769
6/14/91	108.0606959	108.0606959
12/14/91	112.6480058	112.6480058
6/14/92	108.4748120	108.4748120
12/14/92	112.7040768	112.7040768
6/14/93	108.2213618	108.2213618
12/14/93	112.1789046	112.1789046
6/14/94	107.4494117	107.4494117
12/14/94	111.1508255	111.1508255
6/14/95	106.1738400	106.1738400
12/14/95	106.1800199	106.1800199
6/14/96	104.4402872	104.4402872
12/14/96	104.4468449	104.4468449
6/14/97	102.5328912	102.5328912
12/14/97	102.5398467	102.5398467
6/14/98	100.4342300	100.4342300
12/14/98	100.4416090	100.4416090
6/14/99	98.1828344	98.1828344
12/14/99	96.6514001	96.6514001
6/14/ 0	95.4270132	95.4270132
12/14/ 0	91.2543509	91.2543509
6/14/ 1	90.4657021	90.4657021
12/14/ 1	85.0810987	85.0810987
6/14/ 2	85.0932991	85.0932991
12/14/ 2	79.3523063	79.3523063
6/14/ 3	79.3687067	79.3687067
12/14/ 3	73.2417867	73.2417867
6/14/ 4	73.2772562	73.2772562
12/14/ 4	66.6174758	66.6174758
6/14/ 5	66.8345327	66.8345327
12/14/ 5	59.6671747	59.6671747
6/14/ 6	60.1092893	60.1092893
12/14/ 6	52.3988436	52.3988436
6/14/ 7	53.1084266	53.1084266
12/14/ 7	44.8172813	44.8172813
6/14/ 8	45.8429235	45.8429235
12/14/ 8	36.9313030	36.9313030
6/14/ 9	38.2502725	38.2502725
12/14/ 9	28.8760462	28.8760462
6/14/10	30.0000000	30.0000000

* The Termination Value and the Casualty Value of each Unit as of any date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite such date. This schedule assumes the interest rate is 10% on the CSA Indebtedness.

Series C Units
Termination and Casualty Values*

<u>Date</u>	<u>Termination Values</u>	<u>Casualty Values</u>
1/ 2/91	106.8430674	106.8430674
7/ 2/91	112.2799867	112.2799867
1/ 2/92	108.7475179	108.7475179
7/ 2/92	113.6508671	113.6508671
1/ 2/93	109.6573958	109.6573958
7/ 2/93	114.1622361	114.1622361
1/ 2/94	109.8274175	109.8274175
7/ 2/94	114.0342278	114.0342278
1/ 2/95	109.4430467	109.4430467
7/ 2/95	113.4074526	113.4074526
1/ 2/96	108.5692122	108.5692122
7/ 2/96	108.6604443	108.6604443
1/ 2/97	107.0180643	107.0180643
7/ 2/97	107.0246205	107.0246205
1/ 2/98	105.2107284	105.2107284
7/ 2/98	105.2176822	105.2176822
1/ 2/99	103.2221384	103.2221384
7/ 2/99	102.7993165	102.7993165
1/ 2/ 0	101.0503166	101.0503166
7/ 2/ 0	98.7606487	98.7606487
1/ 2/ 1	98.2168856	98.2168856
7/ 2/ 1	94.0427276	94.0427276
1/ 2/ 2	93.0965323	93.0965323
7/ 2/ 2	87.5169993	87.5169993
1/ 2/ 3	87.5423301	87.5423301
7/ 2/ 3	81.5948019	81.5948019
1/ 2/ 4	81.6277495	81.6277495
7/ 2/ 4	75.2885576	75.2885576
1/ 2/ 5	75.3295719	75.3295719
7/ 2/ 5	68.5751223	68.5751223
1/ 2/ 6	68.6396490	68.6396490
7/ 2/ 6	61.3303061	61.3303061
1/ 2/ 7	61.5978025	61.5978025
7/ 2/ 7	53.7326228	53.7326228
1/ 2/ 8	54.2515139	54.2515139
7/ 2/ 8	45.7917686	45.7917686
1/ 2/ 9	46.6091939	46.6091939
7/ 2/ 9	37.5139074	37.5139074
1/ 2/10	38.6273558	38.6273558
7/ 2/10	29.0014246	29.0014246
1/ 2/11	30.0000016	30.0000016

* The Termination Value and the Casualty Value of each Unit as of any date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite such date. This schedule assumes the interest rate is 10% on the CSA Indebtedness.

[CS&M Ref: 6648-001]

ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of August 1, 1989

Between

THE CONNECTICUT NATIONAL BANK ,
as Trustee,

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Agent

ASSIGNMENT OF LEASE AND AGREEMENT

TABLE OF CONTENTS*

	<u>Page</u>
PREAMBLES	1
PARTIES	1
SECTION 1.	
Assignment by Trustee to Agent; Application of Payments	2
SECTION 2.	
Trustee's liabilities under the Lease not assigned to or assumed by Agent	4
SECTION 3.	
No modification of the Lease without the Written Consent of Agent	4
SECTION 4.	
Agent to act for Trustee under the Lease.....	5
SECTION 5.	
Termination	5
SECTION 6.	
Recording	6
SECTION 7.	
Assignment by Agent	6
SECTION 8.	
Rights of the Trustee	6
SECTION 9.	
Law governing	7
SECTION 10.	
Notices	8
SECTION 11.	
Certain additional rights and immunities of Trustee and Vendor	8
SECTION 12.	
No recourse	8
TESTIMONIUM	9
SIGNATURES	9
LESSEE'S CONSENT AND AGREEMENT	10

*This Table of Contents has been included in this document for convenience only and does not form a part of or affect any construction or interpretation of this document.

Assignment of Lease

<u>Definitions</u>	<u>Page</u>
Assignment	1
Trustee	1
Trust Agreement	1
Owner	1
Agent	1
Investor	1
Investors	1
Lessee	1
Guarantor	1
CSA	1
Seller	1
Units	1
Lease	1
Payments	2
Excepted Rights	2
Trustee	6
Lease	10
Assignment	10
Agent	10

ASSIGNMENT OF LEASE AND AGREEMENT dated as of August 1, 1989 ("Assignment"), by and between THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Trustee (together with its successors and assigns, "Trustee") acting under a Trust Agreement dated as of the date hereof ("Trust Agreement") with FIRST CHICAGO LEASING CORPORATION ("Owner") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as agent ("Agent") for a certain institutional investor ("Investor" and together with its successors and assigns, "Investors") under a Participation Agreement dated as of the date hereof among the Owner, the Trustee, the Agent, the Investors, AMOCO CHEMICAL COMPANY ("Lessee") and AMOCO CORPORATION ("Guarantor").

WHEREAS the Trustee is entering into a Conditional Sale Agreement dated as of the date hereof ("CSA") with the Seller named therein ("Seller") providing for the sale to the Trustee of such of the units of railroad equipment to be acquired for the Trustee ("Units") described in the Annex B thereto as are delivered to and accepted by the Trustee thereunder and the CSA is being assigned to the Agent by the Seller;

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter, together with the amendments and supplements thereto, being called "Lease"), providing for the leasing by the Trustee to the Lessee of the Units;

WHEREAS the Guarantor will pursuant to the Participation Agreement unconditionally guarantee the due and punctual performance of all obligations of the Lessee under the Participation Agreement, the Lease, the Consent and the Tax Indemnity Agreement as more fully set forth in Section 19 thereof; and

WHEREAS in order to provide security for the obligations of the Trustee under the CSA and as an inducement to the Investors to invest in the CSA Indebtedness as defined in the CSA, the Trustee agrees to assign for security purposes its rights in, to and under the Lease to the Agent.

NOW, THEREFORE, in consideration of the payments to be made, the parties hereto agree as follows:

1. The Trustee hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the Trustee's obligations under the CSA all the Trustee's right, title and interest, powers, privileges, and other benefits under the Lease (including those inuring to the benefit of the Owner and the Owner's assigns by reason of Section 12 of the Lease), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Trustee under or pursuant to the provisions of the Lease whether as rent, casualty payment, indemnity (other than Excepted Rights), liquidated damages, or otherwise (such moneys being hereinafter called "Payments"), and, except as otherwise provided herein, the right to make all waivers, and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Trustee is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Trustee hereby irrevocably authorizes and empowers the Agent in its own name, or in the name of its nominee, or in the name of the Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Trustee is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof.

There is expressly excepted and reserved from the assignment under this instrument the following described properties, rights, interests and privileges (herein sometimes referred to as "Excepted Rights"):

(i) all rights of the Owner and the Trustee in its individual capacity to the protection of, or any proceeds of, public liability insurance maintained by the Lessee pursuant to Section 7.13 of the Lease and, in the case of proceeds, payable pursuant thereto as a result of public liability insurance claims paid or losses suffered by the Owner or the Trustee in its individual capacity;

(ii) the right to maintain separate insurance and to receive proceeds of insurance separately maintained by and for the benefit of the Owner or the Trustee, except to the extent that the separate maintenance of such insurance reduces the coverage or any amount

payable under any insurance constituting part of the Payments;

(iii) any indemnity under Sections 6.01, 6.02, 6.03, 9.06 or 9.07 of the Lease which by the terms thereof is payable to or for the account of the Owner or the Trustee in its individual capacity or their directors, officers, employees, agents, servants, successors, assigns or affiliates; provided, however, the same does not reduce the amount otherwise payable to the Agent;

(iv) any indemnity of the Owner under the Tax Indemnity Agreement;

(v) any amounts due to the Owner or the Trustee pursuant to Section 16 or Section 17 of the Lease;

(vi) the rights of the Trustee or the Owner to demand, collect and sue for or otherwise obtain any of the foregoing amounts or rights (including interest or damages for any delay or failure to pay or perform any of the foregoing), including the right to declare an Event of Default under the Lease based solely on the Lessee's failure to make such indemnities or payments or other such nonperformance, and to seek legal or equitable remedies to require the Lessee to maintain the insurance coverage referred to above; provided, however, that this remedy is limited solely to Section 10.01(a) of the Lease.

The Agent agrees to accept any Payments made by the Lessee for the account of the Trustee pursuant to the Lease and, to the extent received, the Agent will apply such Payments to satisfy the obligations of the Trustee under the CSA then due and payable, subject to the limitations contained in the last paragraph of Article 4 of the CSA, and any balance held by the Agent hereunder for the account of the Trustee shall be deemed to be held in trust for the Trustee and shall be paid immediately to and retained by the Trustee. If the Agent shall not receive any rental payment under Section 3.01 of the Lease or any payment of Casualty Values or Termination Values under Section 7 of the Lease when due, the Agent shall promptly notify the Trustee and the Owner by telegraphic communication at the address set forth in the Lease; provided, however, that if the Agent shall have declared an Event of Default under the Lease and the Agent has commenced to assert any of its remedies under the Lease, the right of the Trustee or the Owner to receive or retain

any Payments (which shall not include any payments of Excepted Rights) pursuant to any action brought to recover same shall be subordinated to the payment in full of the CSA Indebtedness, and any such Payments received by the Trustee or the Owner hereunder, net of the costs incurred in obtaining such amounts, shall be paid over the Agent and applied to the CSA Indebtedness. Failure to so notify the Trustee or the Owner shall not affect the rights and remedies of the Agent hereunder or under the CSA; except that the Agent may not make a Declaration of Default (as defined in the CSA) on the basis of an event of default under subparagraph (a) of Article 15 of the CSA arising solely by reason of the failure of the Lessee to make any such payment which under the provisions of clause (e) of Article 15 of the CSA is permitted to be cured by the Trustee, unless such event of default is not remedied within 5 days after notification is given as aforesaid.

2. This Assignment is executed only as security for the obligations of the Trustee under the CSA and, therefore, the execution and delivery of this Assignment shall not subject the Agent to, or transfer, or pass, or in any way affect or modify the liability of the Trustee under the Lease, it being agreed that, notwithstanding this Assignment or any subsequent assignment, all obligations of the Trustee to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Trustee or persons other than the Agent.

3. To protect the security afforded by this Assignment, the Trustee agrees as follows:

(a) The Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Trustee; without the written consent of the Agent, the Trustee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee which are intended to satisfy the obligations of the Trustee under the CSA, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Lease and the

Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Trustee fail to make any payment or to do any act which this Assignment requires the Trustee to make or do, then the Agent, but without obligation so to do, after first making written demand upon the Trustee and affording the Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Trustee from any obligation thereunder, may make or do the same in such manner and to such extent as the Agent may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Agent, and also the right to perform and discharge each and every obligation, covenant and agreement of the Trustee contained in the Lease; and in exercising any such powers, the Agent may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Trustee will reimburse the Agent for such costs, expenses and fees; provided, however, that the obligations of the Trustee to make reimbursements under this Section 3 are subject to paragraph(h) of Article 4 of the CSA.

4. The Trustee does hereby constitute the Agent the Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Trustee, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Trustee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Agent may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Trustee's obligations under the CSA, this Assignment, and all rights herein assigned to the Agent in respect thereof, shall terminate, and all estate, right, title and interest of the Agent in and to the Lease shall revert to the Trustee without further act or deed, but the Agent shall execute and deliver such documents as the Trustee may reasonably request in order to confirm, or make clear upon public records, such termination and/or reversion.

6. The Trustee will, from time to time, do and perform any other act and will execute, acknowledge and deliver any and all further instruments required by law and reasonably requested by the Agent in order to confirm or further assure the interests of the Agent hereunder.

7. The Agent may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. The Agent will give written notice to the Trustee, the Owner and the Lessee of any such assignment.

8. Notwithstanding any other provision of this Assignment, including without limitation the paragraph 1 hereof, the Trustee (a) whether or not an event of default under the CSA or an Event of Default under the Lease shall have occurred and be continuing (I) shall to the exclusion of the Agent retain all rights with respect to Excepted Rights, including, without limitation, the exclusive right under Section 10 of the Lease to declare the Lease in default for failure of the Lessee to make a payment relating to Excepted Rights (but the Trustee shall not in any event have any right to exercise remedies under Section 10 of the Lease other than remedies (exclusive of the remedy of foreclosure or termination) available to it with respect to such Excepted Rights pursuant to clause (a) of Section 10.1 of the Lease) and (II) shall have the right, but not to the exclusion of the Agent, (A) to receive from the Lessee all notices, copies of all documents and all information which the Lessee is permitted or required to give or furnish to the "Trustee" pursuant to the Lease or the Participation Agreement and (B) to inspect the Units of Equipment and the Lessee's records with respect thereto; (b) so long as no event of default under the CSA shall have occurred and be continuing shall have the right, (I) to the exclusion of the Agent, to exercise the rights (A) of Trustee under Sections 13.01 to and including 13.05 of the Lease and (B) of the Owner or Trustee (1) to adjust rent, Casualty Values and Termination Values as provided in Section 3.03 of the Lease, subject to the provisions of Section 3.05 thereof, and (2) to accept delivery of the Units of Equipment under and pursuant to Section 1 of the Participation Agreement, Section 3 of the CSA and Section 2.01 of the Lease, subject to the satisfaction of the conditions set forth in the Participation Agreement, the CSA and the Lease, and (II) but not to the exclusion of the Agent (A) to retain all rights with respect to insurance which Section 7.13 of the Lease specifically confers upon the "Trustee" for its own account, (B) to provide or obtain insurance pursuant to Section 7.13

of the Lease, (C) to maintain, service and repair the Units of Equipment pursuant to Section 9.03 of the Lease, (D) to grant any consents under Section 12.02 of the Lease and (E) to consent to any amendment, modification or waiver of any of the provisions of the Lease; provided, however, that the Owner or its successor shall be solvent and have a positive net worth at the time any such right to consent is exercised; and (c) if an Event of Default has occurred under the Lease, but no other event of default under the CSA has occurred, shall have the right, but not to the exclusion of the Agent, to consent to any amendment, modification or waiver of any of the provisions of Sections 9.02, 9.03, 12.02 or 13 of the Lease or of any provision of the Lease which constitutes any of the Excepted Rights, provided that any Moody's and Standard and Poor's ratings of Guarantor's long term debt securities shall not have fallen below the highest rating category (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) on any of the Deposit Dates pursuant to the Participation Agreement referred to above; and if during the occurrence of an Event of Default under the Lease, but no other event of default under the CSA, the Agent shall propose to enter into any amendment, modification or waiver of any of the provisions of the Lease in respect of which the Trustee is not entitled to consent thereto pursuant to the provisions of this clause (c), then the Agent may enter into any such amendment, modification or waiver only if the Agent shall first furnish a copy of same to the Trustee and the Owner, and shall permit the Owner for a period of 30 days after receipt of a copy of same to have the right to pay or cause to be paid to the Agent the total unpaid balance of the CSA Indebtedness, as defined in the CSA, together with interest thereon accrued and unpaid and all other payments then due under the CSA, and Owner fails to make or to cause payment of such amounts.

Except as otherwise set forth in the preceding paragraph, the Agent shall, if an event of default under the CSA shall have occurred and be continuing, have the sole right (to the exclusion of the Trustee and the Owner) to exercise all rights, privileges and remedies (either in its own name or in the name of the Trustee for the use and benefit of the Agent) which by the terms of the Lease are permitted or provided to be exercised by the Trustee.

9. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. 11303.

10. The Trustee shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Agent at its address set forth in Article 20 of the CSA, or to such other address as the Agent shall designate.

11. The Agent hereby agrees with the Trustee that, so long as no event of default, or any event which with lapse of time or notice or both would constitute such an event of default, under the CSA has occurred and is then continuing, the Agent will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Trustee to the Agent by this Assignment, except the right to receive and apply the Payments as provided in Section 1 hereof, and that, subject to the terms of the Lease and the CSA, the Trustee may, so long as no such event of default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges and remedies arising out of subparagraph (a) of Section 10.01 of the Lease; provided, however, the Trustee shall not, without the prior written consent of the Agent, terminate the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of said Section 10.01.

12. It is expressly agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, undertakings and agreements, herein made on the part of the Trustee are each and every one of them made and intended not as personal representations, undertakings and agreements by the financial institution acting as Trustee hereunder or for the purpose or with the intention of binding said financial institution personally but are made and intended for the purpose of binding only the Trust Estate as that term is used in the Trust Agreement and this Assignment is executed and delivered by the Trustee solely in the exercise of the powers expressly conferred upon the Trustee under the Trust Agreement; and that no personal liability or responsibility is assigned by or shall at any time be asserted or enforceable against said financial institution on account of any representation, undertaking or agreement hereunder of said financial institution, acting in its capacity as Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Agent and by all persons claiming by, through or under the Agent; provided, however, that the Agent or any person claiming by, through

or under the Agent, making claim hereunder, may look to the Trust Estate for satisfaction of the same.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity
but solely as Trustee,

by

Name:
Title:

Executed on September , 1989.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity, but solely
as Agent,

[Corporate Seal]

by

Attest:

Name:
Title:

Name:
Title:

Executed on September , 1989.

LESSEE'S CONSENT AND AGREEMENT

The undersigned, the Lessee named in the Lease ("Lease") referred to in the foregoing Assignment of Lease and Agreement ("Assignment") hereby acknowledges receipt of a copy of the Assignment, consents to all the terms and conditions of the Assignment and agrees as follows:

(1) subject to the terms and conditions of the Assignment, to pay all Payments (as defined in the Assignment) due and to become due to the Trustee under the Lease directly to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent ("Agent") under the Participation Agreement referred to in the Assignment, to be applied as provided in the Assignment, by bank wire transfer of immediately available funds to Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland, for credit to its Corporate Trust Account No. 620081-8 with notation that the funds are "Re: AMOCO 8/1/89" (or such other address as may be furnished in writing to the undersigned by the Agent);

(2) agrees, subject to the terms and conditions of the Assignment, that the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants, to be performed by the undersigned under the Lease as though the Agent were named therein as the Trustee;

(3) agrees that the Agent shall not, by virtue of the Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise;

(4) agrees that the Lease shall not, without the prior written consent of the Agent, be amended, terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in any alteration or impairment of the obligations of the Lessee under the Lease which are intended to satisfy the obligations of the Trustee under the CSA, the obligations of the Trustee under the Assignment or the obligations of the Lessee under this Consent and Agreement or of any of the rights created by any thereof; and

(5) will do all such acts and execute and deliver all such further assurances required to be done and/or

executed and delivered by it pursuant to the provisions of the Participation Agreement and the exhibits thereto.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent and Agreement, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of August 1, 1989.

AMOCO CHEMICAL COMPANY,

by

Name:
Title:

Accepted:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity, but
solely as Agent under the
Participation Agreement
referred to above,

[Corporate Seal]

by

Attest:

Name:
Title:

Name:
Title:

