

7034-10

RECORDATION NO. \_\_\_\_\_ Filed & Recorded  
JUN 19 1974 - 3 25 PM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT dated as of September 15, 1973, between TRUST COMPANY FOR USL, INC. (hereinafter sometimes called the Company or the Lessor), as Owner-Trustee, CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee) and INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee).

WHEREAS the Trustee and the Company have entered into Equipment Trust Agreement No. 2 dated as of April 1, 1973, as amended by Amendment dated as of June 20, 1973 (hereinafter called the Equipment Trust Agreement);

WHEREAS the Lessor and the Lessee have entered into a Lease of Equipment No. 2 dated as of April 1, 1973, as amended by Amendment dated as of June 20, 1973 (hereinafter together called the Lease and said amendment hereinafter called the Lease Amendment), such Lease having been assigned to the Trustee pursuant to an Assignment of Lease and Agreement No. 2 dated as of April 1, 1973, between the Lessor and the Trustee (hereinafter called the Assignment);

WHEREAS the parties hereto now desire to amend the Lease and the Equipment Trust Agreement; and

WHEREAS the Trustee has given its prior written consent to this amendment as it pertains to the Lease as

required by Paragraph 10 of the Assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto hereby agree as follows:

1. The Equipment Trust Agreement is hereby amended as follows:

(a) Section 1.01 is hereby amended by substituting in the definition of Cut-Off Date the date "March 1, 1974", and in the definition of Final Trust Certificate the date "April 1, 1974", for "October 1, 1973".

(b) Section 2.01 is hereby amended by substituting the date "April 1, 1974" for "October 1, 1973" in the first line of the last paragraph thereof.

(c) Section 3.01 is hereby amended by substituting the date "March 1, 1974", for "October 1, 1973", in the eighth line of the first paragraph thereof.

(d) Section 4.04(3)(a) is hereby amended by substituting therefor the following provision:

"(a) on the Cut-Off Date an amount equal to interest at the rate of 7-7/8% per annum on the 1988 Trust Certificates on the amount, if any, pre-paid to the holders of the Trust Certificates on said date from October 1, 1973, to the Cut-Off Date."

2. The Lease is hereby amended as follows:

(a) The second Whereas clause is hereby replaced with the following:



"WHEREAS, the Lessor has entered into Equipment Trust Agreement No. 2 dated as of April 1, 1973 (hereinafter called the Equipment Trust Agreement) with Inter National Bank of Miami (hereinafter called the Trustee), under which the Lessor has agreed to cause each Manufacturer to sell, assign and transfer to the Trustee title to all such Units (as hereinafter defined) of railroad equipment delivered, accepted and settled for on or prior to March 1, 1974, under each Manufacturing Agreement and under which such title to the Units will be reserved to the Trustee until the Lessor fulfills its obligations under the Equipment Trust Agreement (such units described in Schedule I hereto which are delivered on or prior to December 31, 1973, being hereinafter called the Group A Units and such Units which are delivered after December 31, 1973, but on or prior to March 1, 1974, being hereinafter called the Group B Units and all such Units being hereinafter collectively called the Units), and under which the Trustee has agreed to lease all the Units to the Lessor."

(b) The third Whereas clause is hereby amended by substituting the date "March 1, 1974", for "October 1, 1973", in the third line thereof.

(c) Section 18(b) is hereby amended by substituting therefor the following provision:

"(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding October 1, 1973, interest at the rate of 7-7/8% per annum on proceeds of the 1988 Trust Certificates from the respective Closing Dates under the Purchase Agreement (as defined in the Equipment Trust Agreement until the earlier of October 1, 1973, and the respective dates such proceeds are applied under Section 3.02 of the Equipment Trust Agreement."

(d) Schedule I to the Lease is hereby amended by substituting for the footnote thereon the following phrase:

"Group A Units delivered after December 31, 1973, become Group B Units."



(e) Schedule IV to the Lease is hereby amended by substituting therefor Schedule I attached hereto.

(f) Schedule V to the Lease is hereby amended by substituting therefor Schedule II attached hereto.

3. The Lease Amendment is hereby amended as follows:

(a) Section 3 is hereby amended by restating subclause (a) of the first paragraph thereof as follows:

"(a) that the Internal Revenue Service refuses to issue a ruling or that such ruling is, in the opinion of Beneficiary's counsel, unfavorable in that it does not determine that the Investment Credit allowed by Section 38 and related sections of the Internal Revenue Code of 1954 (as amended) shall be available to the Beneficiary for its tax year 1973 for Group A Units or for its tax year 1974 for Group B Units (either of such events being deemed a disallowance of the Investment Credit for the purposes of Section 14 of the Lease) and"

(b) Section 3 is further amended by adding after "1973" at the beginning of the seventh line of the last paragraph thereof "or 1974, as the case may be,"

4. The Company will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

5. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect in all other respects.

6. This Amendment may be executed in counterparts and shall not be necessary for each party to execute the



INTER NATIONAL BANK OF MIAMI,  
Trustee,

by

Executive Vice President

Attest:

Vice President & Trust Officer



STATE OF CALIFORNIA, )  
 ) ss.:  
CITY AND COUNTY OF SAN FRANCISCO, )

On this            day of            1973, before me personally appeared  
to me personally known, who, being by me duly sworn, says that he is            of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

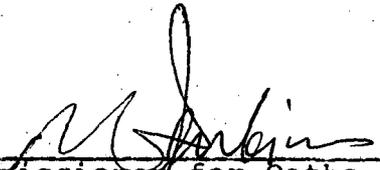
My commission expires

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

[NOTARIAL SEAL]

PROVINCE OF QUEBEC, )  
 ) ss.:  
CITY OF MONTREAL, )

On this 22nd day of October 1973, before me personally appeared W.H. Bailey, to me personally known, who, being by me duly sworn, says that he is a ~~the~~ Vice-President of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Commissioner for Oaths

R. G. Jenkins,  
Commissioner for Oaths  
Commissaire à l'Assermentation  
District - Montreal  
Expires June 11 1977

SCHEDULE I - LEASE NO. 2

	<u>Percentage of Cost* of Group A Units</u>	<u>Percentage of Cost* of Group B Units</u>
Daily Lease Payment Factor	.021607%	
Basic Lease Payment Factor	4.5535%	4.7565%



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\* As defined in the Equipment Trust Agreement.

SCHEDULE II - LEASE NO. 2

Casualty Value

<u>Rental Payment Date No.</u>	<u>Percentage of Cost* of Group A and B Units</u>
Interim	101.500
1	107.875
2	109.250
3	110.375
4	111.125
5	111.625
6	111.875
7	106.750
8	106.250
9	105.375
10	104.375
11	97.875
12	96.125
13	94.125
14	91.875
15	84.250
16	81.375
17	78.250
18	75.000
19	71.625
20	68.000
21	63.875
22	59.750
23	55.500
24	51.250
25	46.875
26	42.625
27	38.500
28	34.375
29	30.250
30	26.250

THEREAFTER the lesser of 15.000% or the Fair Market Value (as defined in Section 19 of the Lease) thereof.

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\* As defined in the Equipment Trust Agreement.



AMENDMENT dated as of September 15, 1973, between TRUST COMPANY FOR USL, INC. (hereinafter sometimes called the Company or the Lessor), as Owner-Trustee, CANADIAN NATIONAL RAILWAY COMPANY (hereinafter called the Lessee) and INTER NATIONAL BANK OF MIAMI, as Trustee (hereinafter called the Trustee).

WHEREAS the Trustee and the Company have entered into Equipment Trust Agreement No. 2 dated as of April 1, 1973, as amended by Amendment dated as of June 20, 1973 (hereinafter called the Equipment Trust Agreement);

WHEREAS the Lessor and the Lessee have entered into a Lease of Equipment No. 2 dated as of April 1, 1973, as amended by Amendment dated as of June 20, 1973 (hereinafter together called the Lease and said amendment hereinafter called the Lease Amendment), such Lease having been assigned to the Trustee pursuant to an Assignment of Lease and Agreement No. 2 dated as of April 1, 1973, between the Lessor and the Trustee (hereinafter called the Assignment);

WHEREAS the parties hereto now desire to amend the Lease and the Equipment Trust Agreement; and

WHEREAS the Trustee has given its prior written consent to this amendment as it pertains to the Lease as

required by Paragraph 10 of the Assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto hereby agree as follows:

1. The Equipment Trust Agreement is hereby amended as follows:

(a) Section 1.01 is hereby amended by substituting in the definition of Cut-Off Date the date "March 1, 1974", and in the definition of Final Trust Certificate the date "April 1, 1974", for "October 1, 1973".

(b) Section 2.01 is hereby amended by substituting the date "April 1, 1974" for "October 1, 1973" in the first line of the last paragraph thereof.

(c) Section 3.01 is hereby amended by substituting the date "March 1, 1974", for "October 1, 1973", in the eighth line of the first paragraph thereof.

(d) Section 4.04(3)(a) is hereby amended by substituting therefor the following provision:

"(a) on the Cut-Off Date an amount equal to interest at the rate of 7-7/8% per annum on the 1988 Trust Certificates on the amount, if any, prepaid to the holders of the Trust Certificates on said date from October 1, 1973, to the Cut-Off Date."

2. The Lease is hereby amended as follows:

(a) The second Whereas clause is hereby replaced with the following:

"WHEREAS, the Lessor has entered into Equipment Trust Agreement No. 2 dated as of April 1, 1973 (hereinafter called the Equipment Trust Agreement) with Inter National Bank of Miami (hereinafter called the Trustee), under which the Lessor has agreed to cause each Manufacturer to sell, assign and transfer to the Trustee title to all such Units (as hereinafter defined) of railroad equipment delivered, accepted and settled for on or prior to March 1, 1974, under each Manufacturing Agreement and under which such title to the Units will be reserved to the Trustee until the Lessor fulfills its obligations under the Equipment Trust Agreement (such units described in Schedule I hereto which are delivered on or prior to December 31, 1973, being hereinafter called the Group A Units and such Units which are delivered after December 31, 1973, but on or prior to March 1, 1974, being hereinafter called the Group B Units and all such Units being hereinafter collectively called the Units), and under which the Trustee has agreed to lease all the Units to the Lessor."

(b) The third Whereas clause is hereby amended by substituting the date "March 1, 1974", for "October 1, 1973", in the third line thereof.

(c) Section 18(b) is hereby amended by substituting therefor the following provision:

"(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding October 1, 1973; interest at the rate of 7-7/8% per annum on proceeds of the 1988 Trust Certificates from the respective Closing Dates under the Purchase Agreement (as defined in the Equipment Trust Agreement until the earlier of October 1, 1973, and the respective dates such proceeds are applied under Section 3.02 of the Equipment Trust Agreement."

(d) Schedule I to the Lease is hereby amended by substituting for the footnote thereon the following phrase:

"Group A Units delivered after December 31, 1973, become Group B Units."

(e) Schedule IV to the Lease is hereby amended by substituting therefor Schedule I attached hereto.

(f) Schedule V to the Lease is hereby amended by substituting therefor Schedule II attached hereto.

3. The Lease Amendment is hereby amended as follows:

(a) Section 3 is hereby amended by restating subclause (a) of the first paragraph thereof as follows:

"(a) that the Internal Revenue Service refuses to issue a ruling or that such ruling is, in the opinion of Beneficiary's counsel, unfavorable in that it does not determine that the Investment Credit allowed by Section 38 and related sections of the Internal Revenue Code of 1954 (as amended) shall be available to the Beneficiary for its tax year 1973 for Group A Units or for its tax year 1974 for Group B Units (either of such events being deemed a disallowance of the Investment Credit for the purposes of Section 14 of the Lease) and"

(b) Section 3 is further amended by adding after "1973" at the beginning of the seventh line of the last paragraph thereof "or 1974, as the case may be,"

4. The Company will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

5. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect in all other respects.

6. This Amendment may be executed in counterparts and shall not be necessary for each party to execute the

same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

TRUST COMPANY FOR USL, INC.,

by

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

CANADIAN NATIONAL RAILWAY  
COMPANY,

by

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

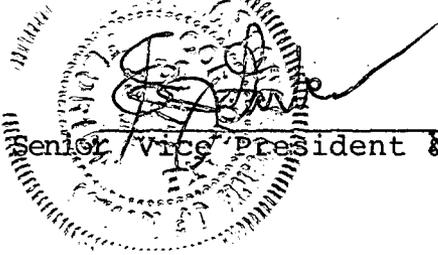
INTER NATIONAL BANK OF MIAMI,  
Trustee,

by

  
Executive Vice President



Attest:



Senior Vice President ~~Trust Officer~~

STATE OF FLORIDA, )  
 ) ss.:  
COUNTY OF DADE, )

On this *23* day of *October* 1973, before me personally appeared

D. Donald Ross, to me personally known, who, being by me duly sworn, says that he is a Exec. Vice-President of Inter National Bank of Miami, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My commission expires

NOTARY PUBLIC, STATE of FLORIDA at LARGE  
MY COMMISSION EXPIRES OCT. 4, 1974  
BONDED THROUGH FRED W. DIESTELHORST



*Kathy Swarto*  
\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA, )  
 ) ss.:  
CITY AND COUNTY OF SAN FRANCISCO,)

On this            day of            1973, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is            of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires

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Notary Public

[NOTARIAL SEAL]

PROVINCE OF QUEBEC, )  
 ) ss.:  
CITY OF MONTREAL, )

On this            day of            1973, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is the            of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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Commissioner for Oaths

SCHEDULE I - LEASE NO. 2

	<u>Percentage of Cost* of Group A Units</u>	<u>Percentage of Cost* of Group B Units</u>
Daily Lease Payment Factor	.021607%	
Basic Lease Payment Factor	4.5535%	4.7565%

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\* As defined in the Equipment Trust Agreement.

SCHEDULE II - LEASE NO. 2

Casualty Value

<u>Rental Payment Date No.</u>	<u>Percentage of Cost* of Group A and B Units</u>
Interim	101.500
1	107.875
2	109.250
3	110.375
4	111.125
5	111.625
6	111.875
7	106.750
8	106.250
9	105.375
10	104.375
11	97.875
12	96.125
13	94.125
14	91.875
15	84.250
16	81.375
17	78.250
18	75.000
19	71.625
20	68.000
21	63.875
22	59.750
23	55.500
24	51.250
25	46.875
26	42.625
27	38.500
28	34.375
29	30.250
30	26.250

THEREAFTER the lesser of 15.000% or the Fair Market Value (as defined in Section 19 of the Lease) thereof.

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\* As defined in the Equipment Trust Agreement.

AMENDMENT dated as of September 15, 1973,  
between TRUST COMPANY FOR USL, INC. (herein-  
after sometimes called the Company or the  
Lessor), as Owner-Trustee, CANADIAN NATIONAL  
RAILWAY COMPANY (hereinafter called the  
Lessee) and INTER NATIONAL BANK OF MIAMI,  
as Trustee (hereinafter called the Trustee).

WHEREAS the Trustee and the Company have entered  
into Equipment Trust Agreement No. 2 dated as of April 1,  
1973, as amended by Amendment dated as of June 20, 1973  
(hereinafter called the Equipment Trust Agreement);

WHEREAS the Lessor and the Lessee have entered  
into a Lease of Equipment No. 2 dated as of April 1, 1973,  
as amended by Amendment dated as of June 20, 1973 (herein-  
after together called the Lease and said amendment herein-  
after called the Lease Amendment), such Lease having been  
assigned to the Trustee pursuant to an Assignment of Lease  
and Agreement No. 2 dated as of April 1, 1973, between the  
Lessor and the Trustee (hereinafter called the Assignment);

WHEREAS the parties hereto now desire to amend  
the Lease and the Equipment Trust Agreement; and

WHEREAS the Trustee has given its prior written  
consent to this amendment as it pertains to the Lease as

required by Paragraph 10 of the Assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto hereby agree as follows:

1. The Equipment Trust Agreement is hereby amended as follows:

(a) Section 1.01 is hereby amended by substituting in the definition of Cut-Off Date the date "March 1, 1974", and in the definition of Final Trust Certificate the date "April 1, 1974", for "October 1, 1973".

(b) Section 2.01 is hereby amended by substituting the date "April 1, 1974" for "October 1, 1973" in the first line of the last paragraph thereof.

(c) Section 3.01 is hereby amended by substituting the date "March 1, 1974", for "October 1, 1973", in the eighth line of the first paragraph thereof.

(d) Section 4.04(3)(a) is hereby amended by substituting therefor the following provision:

"(a) on the Cut-Off Date an amount equal to interest at the rate of 7-7/8% per annum on the 1988 Trust Certificates on the amount, if any, pre-paid to the holders of the Trust Certificates on said date from October 1, 1973, to the Cut-Off Date."

2. The Lease is hereby amended as follows:

(a) The second Whereas clause is hereby replaced with the following:

"WHEREAS, the Lessor has entered into Equipment Trust Agreement No. 2 dated as of April 1, 1973 (hereinafter called the Equipment Trust Agreement) with Inter National Bank of Miami (hereinafter called the Trustee), under which the Lessor has agreed to cause each Manufacturer to sell, assign and transfer to the Trustee title to all such Units (as hereinafter defined) of railroad equipment delivered, accepted and settled for on or prior to March 1, 1974, under each Manufacturing Agreement and under which such title to the Units will be reserved to the Trustee until the Lessor fulfills its obligations under the Equipment Trust Agreement (such units described in Schedule I hereto which are delivered on or prior to December 31, 1973, being hereinafter called the Group A Units and such Units which are delivered after December 31, 1973, but on or prior to March 1, 1974, being hereinafter called the Group B Units and all such Units being hereinafter collectively called the Units), and under which the Trustee has agreed to lease all the Units to the Lessor."

(b) The third Whereas clause is hereby amended by substituting the date "March 1, 1974", for "October 1, 1973", in the third line thereof.

(c) Section 18(b) is hereby amended by substituting therefor the following provision:

"(b) The Lessee agrees to pay to the Lessor on the Business Day next preceding October 1, 1973, interest at the rate of 7-7/8% per annum on proceeds of the 1988 Trust Certificates from the respective Closing Dates under the Purchase Agreement (as defined in the Equipment Trust Agreement until the earlier of October 1, 1973, and the respective dates such proceeds are applied under Section 3.02 of the Equipment Trust Agreement."

(d) Schedule I to the Lease is hereby amended by substituting for the footnote thereon the following phrase:

"Group A Units delivered after December 31, 1973, become Group B Units."

(e) Schedule IV to the Lease is hereby amended by substituting therefor Schedule I attached hereto.

(f) Schedule V to the Lease is hereby amended by substituting therefor Schedule II attached hereto.

3. The Lease Amendment is hereby amended as follows:

(a) Section 3 is hereby amended by restating subclause (a) of the first paragraph thereof as follows:

"(a) that the Internal Revenue Service refuses to issue a ruling or that such ruling is, in the opinion of Beneficiary's counsel, unfavorable in that it does not determine that the Investment Credit allowed by Section 38 and related sections of the Internal Revenue Code of 1954 (as amended) shall be available to the Beneficiary for its tax year 1973 for Group A Units or for its tax year 1974 for Group B Units (either of such events being deemed a disallowance of the Investment Credit for the purposes of Section 14 of the Lease) and"

(b) Section 3 is further amended by adding after "1973" at the beginning of the seventh line of the last paragraph thereof "or 1974, as the case may be,"

4. The Company will promptly cause this Amendment to be filed and recorded and deposited in like manner as the Equipment Trust Agreement and the Lease.

5. Except as amended hereby, the Equipment Trust Agreement and the Lease shall remain unaltered and in full force and effect in all other respects.

6. This Amendment may be executed in counterparts and shall not be necessary for each party to execute the

same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

TRUST COMPANY FOR USL, INC.,

by

Ben Maushardt  
Vice President

Attest:

Joanne L. Miller  
Assistant Secretary

CANADIAN NATIONAL RAILWAY  
COMPANY,

by

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

INTER NATIONAL BANK OF MIAMI,  
Trustee,

by

Executive Vice President

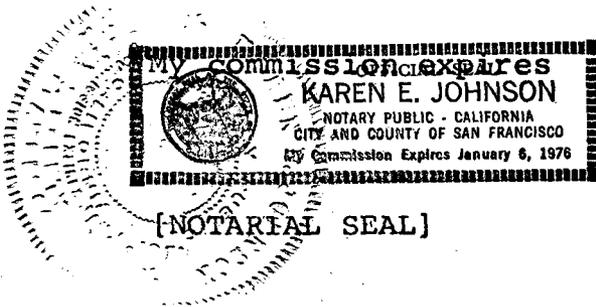
Attest:

Vice President & Trust Officer



STATE OF CALIFORNIA, )  
 ) ss.:  
CITY AND COUNTY OF SAN FRANCISCO, )

On this *28th* day of *September* 1973, before me personally appeared *Ben Traushadt*, to me personally known, who, being by me duly sworn, says that he is *President* of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



*Karen E. Johnson*  
Notary Public

PROVINCE OF QUEBEC, )  
 ) ss.:  
CITY OF MONTREAL, )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1973, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is the \_\_\_\_\_ of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Commissioner for Oaths

SCHEDULE I - LEASE NO. 2

	<u>Percentage of Cost* of Group A Units</u>	<u>Percentage of Cost* of Group B Units</u>
Daily Lease Payment Factor	.021607%	
Basic Lease Payment Factor	4.5535%	4.7565%

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\* As defined in the Equipment Trust Agreement.

SCHEDULE II - LEASE NO. 2

Casualty Value

<u>Rental Payment Date No.</u>	<u>Percentage of Cost* of Group A and B Units</u>
Interim	101.500
1	107.875
2	109.250
3	110.375
4	111.125
5	111.625
6	111.875
7	106.750
8	106.250
9	105.375
10	104.375
11	97.875
12	96.125
13	94.125
14	91.875
15	84.250
16	81.375
17	78.250
18	75.000
19	71.625
20	68.000
21	63.875
22	59.750
23	55.500
24	51.250
25	46.875
26	42.625
27	38.500
28	34.375
29	30.250
30	26.250

THEREAFTER the lesser of 15.000% or the Fair Market Value (as defined in Section 19 of the Lease) thereof.

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\* As defined in the Equipment Trust Agreement.