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Lease No. 74-1057
Master Lease Agreement
dated May 1, 1974

REGISTRATION NO. _____

MAY 17 1974 - 3 32 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 2

LEASE TERM

The term of lease of each locomotive described at the end hereof shall commence on the date of delivery and acceptance thereof to Lessee and shall end 144 months after the date (the "Commencement Date") which shall be the earlier of (i) the date as of which all units of said locomotives there described (the "Equipment") shall have been accepted by Lessee, or (ii) June 30, 1974.

PAYMENTS FOR EQUIPMENT

Lessor shall from time to time on or before the Commencement Date make such payment or payments to manufacturers, vendors or others for or on account of the acquisition, delivery and installation of a unit or units of Equipment as may be requested at such time or times by Lessee under a schedule in the form of Schedule II hereto executed and delivered by Lessee to Lessor, each of which schedules shall be accompanied by appropriate invoices (in quadruplicate) of such manufacturer, vendor or other party describing the unit or units of Equipment for which such payment is requested; provided, however, that the aggregate amount of such payments which Lessor shall be obligated to make under this Supplement shall not exceed \$350,000. Lessee agrees to pay all amounts, if any, in excess of said amount specified in the preceding sentence as may be incurred in connection with the acquisition, delivery or installation of Equipment. Lessee shall not, by reason of any payment by it for the acquisition delivery or installation of or otherwise with respect to Equipment, acquire any right, title or interest in or to any units of Equipment.

ACQUISITION COST

The "Acquisition Cost" of each unit of Equipment shall be the cost to Lessor of the acquisition, delivery and installation of such unit. Notwithstanding Section 9 of the Lease (as hereinafter

defined), if Lessor elects to pay any specifically disclosed sales or use taxes with respect to any unit of Equipment (or if any payment of such taxes by Lessor is, with Lessor's express consent, included in the Acquisition Cost of any such unit), the amount of such payment shall not be subject to the provisions of said Section 9. Lessor shall advise Lessee of the aggregate amount of Acquisition Cost for all units of Equipment within a reasonable time after it is finally determined by Lessor.

ACCEPTANCE OF EQUIPMENT

Lessee agrees to execute and deliver to Lessor a schedule in the form of Schedule II hereto upon acceptance of all units of the Equipment. Acceptance of all units of Equipment by Lessee shall constitute Lessee's acknowledgment that the Equipment is in good order and condition; is of the manufacture, design and capacity selected by Lessee; and is suitable for Lessee's purposes.

RENT

The first installment of rent shall be payable on the Commencement Date. Subsequent installments of rent shall be payable thereafter on each successive monthly anniversary of the Commencement Date. Rent shall be payable in 144 installments, each of which shall be in an amount equal to 1.086676% of the aggregate Acquisition Cost of all units of Equipment. All rent and other amounts due from Lessee to Lessor shall be paid to Lessor at its office at 231 South LaSalle Street, Chicago, Illinois 60693, or at such other place as Lessor shall specify in writing.

STIPULATED LOSS VALUE

The Stipulated Loss Value of each unit of Equipment shall be determined in accordance with Schedule I hereto.

DEPRECIATION

The Acquisition Cost of each unit of Equipment shall be depreciated over a period of not more than 12 years (the "Depreciable Life") to a net salvage value (the "Net Salvage Value") of not more than 5% of such Acquisition Cost.

LESSEE'S WARRANTIES

Lessee hereby represents that all of its representations and warranties set forth in Section 5 of the Lease are true and correct as of the date hereof as though made on this date.

CONDITIONS TO LESSOR'S OBLIGATION

Lessor shall not be obligated to make payment for any unit of Equipment under this Supplement unless at the date such payment is requested by Lessee: (a) All of Lessee's representations and warranties in Section 5 of the Lease shall be true and correct as though made as of such date; (b) No litigation or governmental proceedings shall be threatened or pending against Lessee or any subsidiary which in Lessor's opinion may to a material extent adversely affect the financial condition or continued operation of Lessee and its subsidiaries on a consolidated basis; (c) No event of default, or event which might mature into an event of default, shall have occurred or be continuing; and (d) Lessee shall have furnished in form and substance satisfactory to Lessor: (i) resolutions of the Board of Directors of Lessee, certified by its Secretary or an Assistant Secretary, authorizing the lease of such Equipment hereunder and the execution, delivery and performance of the Lease and this Supplement, (ii) evidence of compliance with the insurance provisions of Section 8 of the Lease, (iii) a favorable opinion of counsel regarding the matters set forth in paragraphs (a) through (d) and (f) of Section 5 of the Lease (except that with respect to matters in paragraph (c) thereof dealing with other agreements to which Lessee is a party, counsel may rely on a certificate of the President of Lessee certifying that the agreements listed thereon are all agreements binding upon Lessee); and (iv) such releases, financing statements, waivers and other documents as Lessor may reasonably request to insure that the Equipment will not be subject to any lien, charge, encumbrance, security interest or other similar interest, and that no unit of Equipment will become a fixture to any real estate or an accession to any property not leased under the Lease.

This Supplement is executed and delivered in accordance with the above-referenced Master Lease Agreement (the "Lease") between Lessee and Lessor, and this Supplement hereby becomes a part of the Lease. Riders C, E and F attached hereto and initialed by the parties constitute a part of this Supplement. Terms used in this Supplement which are defined in the Lease shall have the

respective meanings therein given unless specifically defined in this Supplement or the context of this Supplement otherwise requires.

This Supplement is delivered at Chicago, Illinois this 16th day of May, 1974.

AUTO-TRAIN CORPORATION
("Lessee")

CONTINENTAL ILLINOIS LEASING
CORPORATION ("Lessor")

By Richard W. Tolbert

By William J. Bruggen

Title Exec. Vice President

Title Second Vice President

Address: 1801 K Street, N.W.
Washington, D.C. 20006

Address: 231 S. LaSalle Street
Chicago, Ill. 60693

DESCRIPTION OF EQUIPMENT:

<u>Manufacturer</u>	<u>Model</u>	<u>Serial No. (If Known)</u>	<u>Location</u>	<u>Acquisition Cost (Estimated)</u>
General Electric Company	One (1) 3,600 horsepower U 36 B Diesel Locomotive	Road No. 4012	Delivery to be made to Lessee at Erie, Pennsylvania	\$350,000

SCHEDULE I

"Stipulated Loss Value" of any unit of Equipment covered by Supplement No. 2 to Lease No. 74-1057 as of a particular date shall mean the product derived from multiplying (i) the percentage figure opposite the notation for the appropriate rental period set forth in the table appearing below by (ii) the Acquisition Cost of such unit. Stipulated Loss Value does not include any amounts for which Lessor may be entitled to indemnification under Sections 9, 10(a) and 10(b) of the Lease.

STIPULATED LOSS VALUE TABLE

		<u>%</u>
BEFORE PAYMENT NO.	1	100.000000
THEREAFTER, BUT BEFORE PAYMENT NO.	2	100.003125
THEREAFTER, BUT BEFORE PAYMENT NO.	3	99.996750
THEREAFTER, BUT BEFORE PAYMENT NO.	4	99.990375
THEREAFTER, BUT BEFORE PAYMENT NO.	5	99.984000
THEREAFTER, BUT BEFORE PAYMENT NO.	6	99.977625
THEREAFTER, BUT BEFORE PAYMENT NO.	7	99.971250
THEREAFTER, BUT BEFORE PAYMENT NO.	8	99.964875
THEREAFTER, BUT BEFORE PAYMENT NO.	9	99.958500
THEREAFTER, BUT BEFORE PAYMENT NO.	10	99.952125
THEREAFTER, BUT BEFORE PAYMENT NO.	11	99.945750
THEREAFTER, BUT BEFORE PAYMENT NO.	12	99.939375
THEREAFTER, BUT BEFORE PAYMENT NO.	13	99.933000
THEREAFTER, BUT BEFORE PAYMENT NO.	14	99.926625
THEREAFTER, BUT BEFORE PAYMENT NO.	15	99.920250
THEREAFTER, BUT BEFORE PAYMENT NO.	16	99.913875
THEREAFTER, BUT BEFORE PAYMENT NO.	17	99.907500
THEREAFTER, BUT BEFORE PAYMENT NO.	18	99.901125
THEREAFTER, BUT BEFORE PAYMENT NO.	19	99.894750
THEREAFTER, BUT BEFORE PAYMENT NO.	20	99.888375
THEREAFTER, BUT BEFORE PAYMENT NO.	21	99.882000
THEREAFTER, BUT BEFORE PAYMENT NO.	22	99.875625
THEREAFTER, BUT BEFORE PAYMENT NO.	23	99.869250
THEREAFTER, BUT BEFORE PAYMENT NO.	24	99.862875
THEREAFTER, BUT BEFORE PAYMENT NO.	25	99.856500
THEREAFTER, BUT BEFORE PAYMENT NO.	26	99.850125
THEREAFTER, BUT BEFORE PAYMENT NO.	27	99.843750
THEREAFTER, BUT BEFORE PAYMENT NO.	28	99.837375
THEREAFTER, BUT BEFORE PAYMENT NO.	29	99.831000
THEREAFTER, BUT BEFORE PAYMENT NO.	30	99.824625
THEREAFTER, BUT BEFORE PAYMENT NO.	31	99.818250
THEREAFTER, BUT BEFORE PAYMENT NO.	32	99.811875
THEREAFTER, BUT BEFORE PAYMENT NO.	33	99.805500
THEREAFTER, BUT BEFORE PAYMENT NO.	34	99.799125
THEREAFTER, BUT BEFORE PAYMENT NO.	35	99.792750

STIPULATED LOSS VALUE TABLE
(Continued)

				<u>%</u>
THEREAFTER, BUT BEFORE PAYMENT NO.	36			82.370035
THEREAFTER, BUT BEFORE PAYMENT NO.	37			82.501735
THEREAFTER, BUT BEFORE PAYMENT NO.	38			82.641711
THEREAFTER, BUT BEFORE PAYMENT NO.	39			82.781154
THEREAFTER, BUT BEFORE PAYMENT NO.	40			81.923552
THEREAFTER, BUT BEFORE PAYMENT NO.	41			81.075350
THEREAFTER, BUT BEFORE PAYMENT NO.	42			81.245955
THEREAFTER, BUT BEFORE PAYMENT NO.	43			81.005672
THEREAFTER, BUT BEFORE PAYMENT NO.	44			80.773257
THEREAFTER, BUT BEFORE PAYMENT NO.	45			80.543313
THEREAFTER, BUT BEFORE PAYMENT NO.	46			81.10115
THEREAFTER, BUT BEFORE PAYMENT NO.	47			79.870117
THEREAFTER, BUT BEFORE PAYMENT NO.	48			79.552977
THEREAFTER, BUT BEFORE PAYMENT NO.	49			79.227555
THEREAFTER, BUT BEFORE PAYMENT NO.	50			78.394221
THEREAFTER, BUT BEFORE PAYMENT NO.	51			78.554352
THEREAFTER, BUT BEFORE PAYMENT NO.	52			78.206543
THEREAFTER, BUT BEFORE PAYMENT NO.	53			77.351772
THEREAFTER, BUT BEFORE PAYMENT NO.	54			77.497111
THEREAFTER, BUT BEFORE PAYMENT NO.	55			77.120321
THEREAFTER, BUT BEFORE PAYMENT NO.	56			76.743555
THEREAFTER, BUT BEFORE PAYMENT NO.	57			76.359375
THEREAFTER, BUT BEFORE PAYMENT NO.	58			75.967736
THEREAFTER, BUT BEFORE PAYMENT NO.	59			75.568523
THEREAFTER, BUT BEFORE PAYMENT NO.	60			75.161974
THEREAFTER, BUT BEFORE PAYMENT NO.	61			74.74824
THEREAFTER, BUT BEFORE PAYMENT NO.	62			74.325709
THEREAFTER, BUT BEFORE PAYMENT NO.	63			73.896739
THEREAFTER, BUT BEFORE PAYMENT NO.	64			73.450645
THEREAFTER, BUT BEFORE PAYMENT NO.	65			73.017413
THEREAFTER, BUT BEFORE PAYMENT NO.	66			72.586992
THEREAFTER, BUT BEFORE PAYMENT NO.	67			72.109341
THEREAFTER, BUT BEFORE PAYMENT NO.	68			71.544416
THEREAFTER, BUT BEFORE PAYMENT NO.	69			71.172177
THEREAFTER, BUT BEFORE PAYMENT NO.	70			70.692532
THEREAFTER, BUT BEFORE PAYMENT NO.	71			70.205583
THEREAFTER, BUT BEFORE PAYMENT NO.	72			69.711142
THEREAFTER, BUT BEFORE PAYMENT NO.	73			69.209215
THEREAFTER, BUT BEFORE PAYMENT NO.	74			68.699756
THEREAFTER, BUT BEFORE PAYMENT NO.	75			68.183339
THEREAFTER, BUT BEFORE PAYMENT NO.	76			67.659920
THEREAFTER, BUT BEFORE PAYMENT NO.	77			67.122461
THEREAFTER, BUT BEFORE PAYMENT NO.	78			66.591920
THEREAFTER, BUT BEFORE PAYMENT NO.	79			66.047255
THEREAFTER, BUT BEFORE PAYMENT NO.	80			65.495426
THEREAFTER, BUT BEFORE PAYMENT NO.	81			64.936390
THEREAFTER, BUT BEFORE PAYMENT NO.	82			64.370106

STIPULATED LOSS VALUE TABLE
(Continued)

				<u>%</u>
THEREAFTER, BUT BEFORE PAYMENT NO.	83			63.76031
THEREAFTER, BUT BEFORE PAYMENT NO.	84			63.21603
THEREAFTER, BUT BEFORE PAYMENT NO.	85			62.62750
THEREAFTER, BUT BEFORE PAYMENT NO.	86			62.018137
THEREAFTER, BUT BEFORE PAYMENT NO.	87			61.40900
THEREAFTER, BUT BEFORE PAYMENT NO.	88			60.812001
THEREAFTER, BUT BEFORE PAYMENT NO.	89			60.203237
THEREAFTER, BUT BEFORE PAYMENT NO.	90			59.572955
THEREAFTER, BUT BEFORE PAYMENT NO.	91			58.927615
THEREAFTER, BUT BEFORE PAYMENT NO.	92			58.312225
THEREAFTER, BUT BEFORE PAYMENT NO.	93			57.667707
THEREAFTER, BUT BEFORE PAYMENT NO.	94			57.016105
THEREAFTER, BUT BEFORE PAYMENT NO.	95			56.357353
THEREAFTER, BUT BEFORE PAYMENT NO.	96			55.691355
THEREAFTER, BUT BEFORE PAYMENT NO.	97			55.018171
THEREAFTER, BUT BEFORE PAYMENT NO.	98			54.357507
THEREAFTER, BUT BEFORE PAYMENT NO.	99			53.689957
THEREAFTER, BUT BEFORE PAYMENT NO.	100			52.956221
THEREAFTER, BUT BEFORE PAYMENT NO.	101			52.255559
THEREAFTER, BUT BEFORE PAYMENT NO.	102			51.547475
THEREAFTER, BUT BEFORE PAYMENT NO.	103			50.833091
THEREAFTER, BUT BEFORE PAYMENT NO.	104			50.111535
THEREAFTER, BUT BEFORE PAYMENT NO.	105			49.383113
THEREAFTER, BUT BEFORE PAYMENT NO.	106			48.647636
THEREAFTER, BUT BEFORE PAYMENT NO.	107			47.905112
THEREAFTER, BUT BEFORE PAYMENT NO.	108			47.155590
THEREAFTER, BUT BEFORE PAYMENT NO.	109			46.398759
THEREAFTER, BUT BEFORE PAYMENT NO.	110			45.634449
THEREAFTER, BUT BEFORE PAYMENT NO.	111			44.864361
THEREAFTER, BUT BEFORE PAYMENT NO.	112			44.087196
THEREAFTER, BUT BEFORE PAYMENT NO.	113			43.303577
THEREAFTER, BUT BEFORE PAYMENT NO.	114			42.512005
THEREAFTER, BUT BEFORE PAYMENT NO.	115			41.715552
THEREAFTER, BUT BEFORE PAYMENT NO.	116			40.911432
THEREAFTER, BUT BEFORE PAYMENT NO.	117			40.100574
THEREAFTER, BUT BEFORE PAYMENT NO.	118			39.282794
THEREAFTER, BUT BEFORE PAYMENT NO.	119			38.458103
THEREAFTER, BUT BEFORE PAYMENT NO.	120			37.626451
THEREAFTER, BUT BEFORE PAYMENT NO.	121			36.787826
THEREAFTER, BUT BEFORE PAYMENT NO.	122			35.942159
THEREAFTER, BUT BEFORE PAYMENT NO.	123			35.091233
THEREAFTER, BUT BEFORE PAYMENT NO.	124			34.235931
THEREAFTER, BUT BEFORE PAYMENT NO.	125			33.373503
THEREAFTER, BUT BEFORE PAYMENT NO.	126			32.506633
THEREAFTER, BUT BEFORE PAYMENT NO.	127			31.634390
THEREAFTER, BUT BEFORE PAYMENT NO.	128			30.756732
THEREAFTER, BUT BEFORE PAYMENT NO.	129			29.873634
THEREAFTER, BUT BEFORE PAYMENT NO.	130			28.985953

**STIPULATED LOSS VALUE TABLE
(Continued)**

	<u>%</u>
THEREAFTER, BUT BEFORE PAYMENT NO. 131	28.090987
THEREAFTER, BUT BEFORE PAYMENT NO. 132	27.131375
THEREAFTER, BUT BEFORE PAYMENT NO. 133	26.25124
THEREAFTER, BUT BEFORE PAYMENT NO. 134	25.37542
THEREAFTER, BUT BEFORE PAYMENT NO. 135	24.51933
THEREAFTER, BUT BEFORE PAYMENT NO. 136	23.687911
THEREAFTER, BUT BEFORE PAYMENT NO. 137	22.81131
THEREAFTER, BUT BEFORE PAYMENT NO. 138	21.97955
THEREAFTER, BUT BEFORE PAYMENT NO. 139	20.741553
THEREAFTER, BUT BEFORE PAYMENT NO. 140	19.756223
THEREAFTER, BUT BEFORE PAYMENT NO. 141	18.759743
THEREAFTER, BUT BEFORE PAYMENT NO. 142	17.805671
THEREAFTER, BUT BEFORE PAYMENT NO. 143	16.935945
THEREAFTER, BUT BEFORE PAYMENT NO. 144	15.970333
THEREAFTER	15.00000



SCHEDULE II

Lease No. 74-1057

Continental Illinois Leasing Corporation
231 South LaSalle Street
Chicago, Illinois 60693

Request and Acceptance No. _____

Re: Master Lease Agreement

dated May 1, 1973

Supplement No. 2

Gentlemen:

As Lessee under the above-referenced Lease Agreement and Supplement, we hereby request you to pay the following invoices to the vendors indicated for the acquisition, delivery and installation of the property described in such invoices:

<u>Vendor</u>	<u>Invoice No.</u>	<u>Amount</u>
---------------	--------------------	---------------

We hereby (1) represent that all of our representations and warranties set forth in Section 5 of the above-referenced Lease Agreement are true and correct as of the date hereof as though made on this date, (2) accept the property described in said invoices for lease under said Lease Agreement, and (3) evidence the lease of such property.

Dated _____, 19__.

AUTO-TRAIN CORPORATION
Lessee

By _____
Its _____

Accepted:

CONTINENTAL ILLINOIS LEASING CORPORATION

By _____

Its _____

Dated: _____, 19__



CONTINENTAL ILLINOIS LEASING CORPORATION

231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

RIDER C

LEASE NO. 74-1057

SUPPLEMENT NO. 2

**RENEWAL OPTION
(FAIR MARKET RENTAL VALUE)**

Lessee shall have the option to renew for two (2) additional renewal terms ("renewal terms") of twelve (12) months each the lease term of the Equipment described in the above-referenced Supplement ("this Supplement") then under lease provided no event of default or event which might mature into an event of default has occurred and is then continuing immediately prior to the commencement of the renewal term being then elected by Lessee. If Lessee desires to exercise any such option to renew, it shall give Lessor written notice of its election to renew at least 90 days (and not more than 180 days) prior to the commencement of the renewal term then being elected stating Lessee's opinion as to the fair market rental value for the Equipment during such renewal term, and upon the expiration of the then current term the lease of such Equipment shall be renewed for such renewal term at the fair market rental value as hereinafter provided. A determination shall be made of the fair market rental value of the Equipment as of the date of the expiration of such current term. If Lessee and Lessor are unable to agree upon such fair market rental value within 30 days after receipt by Lessor of such notice, such fair market rental value shall be determined by an independent appraiser selected by mutual agreement of Lessor and Lessee. The fee of such appraiser shall be paid by Lessee. All of the provisions of the Lease and this Supplement shall be applicable during any such renewal term except for the amount of each installment of rent which shall be as hereinabove provided. "Lease term" as used in the Lease and this Supplement shall, except where the context otherwise requires, be deemed to include any such renewal term.

Lessor: Continental Illinois Leasing Corporation (Initials: [Signature])

Lessee: AUTO-TRAIN CORPORATION (Initials: [Signature])



CONTINENTAL ILLINOIS LEASING CORPORATION

231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

RIDER F

LEASE NO. 74-1057

SUPPLEMENT NO. 2

TERMINATION OPTION

Lessee may, at its option, elect to terminate the lease of the Equipment described in the above-referenced Supplement ("this Supplement") then under lease as of any rent payment date (the "termination date") after the 04 month of the term of such lease, upon not less than ninety (90) days prior written notice of such election given to Lessor and upon payment to Lessor on or before the termination date of the Termination Value as defined in Schedule III to this Rider F and determined as of the termination date; provided, however, that if Lessor shall sell or lease the Equipment to a third party on or before the termination date, then the Termination Value to be paid by Lessee to Lessor as above provided shall be reduced by an amount (the "Termination Credit") equal to the excess of (A) either (i) the consideration received or to be received by Lessor from such third party for any such sale, or (ii) the consideration received or to be received by Lessor from such third party for any such lease, and (B) the then anticipated residual value of the Equipment at the end of the full lease term thereof under this Supplement (such anticipated residual value, if not determined by agreement of Lessor and Lessee, to be determined by an independent appraiser designated by Lessor, and the fee of which appraiser is to be paid by Lessee); it being understood, however, that Lessee shall in no event be entitled to any Termination Credit in excess of such Termination Value on account of any such sale or lease, and that if such Termination Credit is equal to or greater than such Termination Value, Lessee shall have no obligation to make payment as above provided.

For purposes of the foregoing provisions of this Rider F: (a) Lessor shall give Lessee at least ten (10) days advance notice before selling or leasing (or entering into a binding agreement to sell or lease) the Equipment to a third party, (b) Lessee shall have the right at any time during the 90-day period immediately preceding the termination date to select a third party purchaser or lessee of the Equipment from Lessor, and Lessor shall upon Lessee's request sell or lease (as Lessee shall specify) the Equipment to such third party (provided that Lessor shall not prior to Lessor's receipt of such request have sold or leased or entered into a binding agreement to sell or lease the Equipment, and provided further that Lessor shall be satisfied as to the credit of such third party and the terms and documentation of such sale or lease), (c) in the case of a sale or lease to a third party, the consideration received or to be received by Lessor shall be deemed to be the sum of (i) the amount of all cash consideration actually received as of the termination date plus (ii) the present value of all consideration thereafter to be received in cash, such present value to be equal to the sum of the respective present values of all installments of purchase price or lease rental thereafter payable, the present value of each such installment to be determined by discounting the amount of such installment at the rate of 8.5% per annum compounded from the termination date to the date such installment is payable, (d) Lessee shall have the right at any time during the above-mentioned 90-day period to withdraw and rescind its notice of termination by so notifying Lessor, provided that Lessor shall not, prior to Lessor's receipt of such notice of withdrawal and rescission, have sold or leased the Equipment or entered into a binding agreement to sell or lease the Equipment to a third party, (e) a sale by Lessor of the Equipment "subject to Lessee's rights under this Lease Agreement" which is permitted to Lessor under Section 14 of the Lease at any time during the lease term shall not be deemed such a sale of Equipment by Lessor to a third party as is herein described giving rise to a Termination Credit, and (f) a sale of the Equipment by Lessor to a third party as herein contemplated shall be deemed a transfer of title thereto made with the written consent of Lessee for purposes of clause (iii) of Section 10(d) of the Lease.

Lessor: Continental Illinois Leasing Corporation (Initials: CLL)

Lessee: AUTO-TRAIN CORPORATION (Initials: AT)

SCHEDULE III

"Termination Value" of any unit of Equipment covered by Supplement No. 2 to Lease No. 74-1057 as of a particular date shall mean the product derived from multiplying (i) the percentage figure opposite the notation for the appropriate rental period set forth in the table appearing below by (ii) the Acquisition Cost of such unit. Termination Value does not include any amounts for which Lessor may be entitled to indemnification under Sections 9, 10(a) and 19(b) of the Lease.

TERMINATION VALUE TABLE

		<u>%</u>
BEFORE PAYMENT NO.	35	59.582178
THEREAFTER, BUT BEFORE PAYMENT NO.	36	58.952601
THEREAFTER, BUT BEFORE PAYMENT NO.	37	58.316219
THEREAFTER, BUT BEFORE PAYMENT NO.	38	57.672995
THEREAFTER, BUT BEFORE PAYMENT NO.	39	57.022990
THEREAFTER, BUT BEFORE PAYMENT NO.	90	56.365805
THEREAFTER, BUT BEFORE PAYMENT NO.	91	55.701832
THEREAFTER, BUT BEFORE PAYMENT NO.	92	55.030901
THEREAFTER, BUT BEFORE PAYMENT NO.	93	54.352833
THEREAFTER, BUT BEFORE PAYMENT NO.	94	53.667739
THEREAFTER, BUT BEFORE PAYMENT NO.	95	52.975578
THEREAFTER, BUT BEFORE PAYMENT NO.	96	52.276211
THEREAFTER, BUT BEFORE PAYMENT NO.	97	51.569647
THEREAFTER, BUT BEFORE PAYMENT NO.	98	50.855847
THEREAFTER, BUT BEFORE PAYMENT NO.	99	50.135362
THEREAFTER, BUT BEFORE PAYMENT NO.	100	49.408155
THEREAFTER, BUT BEFORE PAYMENT NO.	101	48.674133
THEREAFTER, BUT BEFORE PAYMENT NO.	102	47.933424
THEREAFTER, BUT BEFORE PAYMENT NO.	103	47.185824
THEREAFTER, BUT BEFORE PAYMENT NO.	104	46.431350
THEREAFTER, BUT BEFORE PAYMENT NO.	105	45.669963
THEREAFTER, BUT BEFORE PAYMENT NO.	106	44.901624
THEREAFTER, BUT BEFORE PAYMENT NO.	107	44.126294
THEREAFTER, BUT BEFORE PAYMENT NO.	108	43.343933
THEREAFTER, BUT BEFORE PAYMENT NO.	109	42.554504
THEREAFTER, BUT BEFORE PAYMENT NO.	110	41.757954
THEREAFTER, BUT BEFORE PAYMENT NO.	111	40.954869
THEREAFTER, BUT BEFORE PAYMENT NO.	112	40.145131
THEREAFTER, BUT BEFORE PAYMENT NO.	113	39.328863
THEREAFTER, BUT BEFORE PAYMENT NO.	114	38.505878
THEREAFTER, BUT BEFORE PAYMENT NO.	115	37.676133
THEREAFTER, BUT BEFORE PAYMENT NO.	116	36.839756

**TERMINATION VALUE TABLE
(Continued)**

					<u>%</u>
THEREAFTER, BUT BEFORE PAYMENT NO.	117				35.996543
THEREAFTER, BUT BEFORE PAYMENT NO.	118				35.146512
THEREAFTER, BUT BEFORE PAYMENT NO.	119				34.289825
THEREAFTER, BUT BEFORE PAYMENT NO.	120				33.425342
THEREAFTER, BUT BEFORE PAYMENT NO.	121				32.555125
THEREAFTER, BUT BEFORE PAYMENT NO.	122				31.677335
THEREAFTER, BUT BEFORE PAYMENT NO.	123				30.794420
THEREAFTER, BUT BEFORE PAYMENT NO.	124				29.906250
THEREAFTER, BUT BEFORE PAYMENT NO.	125				29.012715
THEREAFTER, BUT BEFORE PAYMENT NO.	126				28.113825
THEREAFTER, BUT BEFORE PAYMENT NO.	127				27.209551
THEREAFTER, BUT BEFORE PAYMENT NO.	128				26.299891
THEREAFTER, BUT BEFORE PAYMENT NO.	129				25.384737
THEREAFTER, BUT BEFORE PAYMENT NO.	130				24.464217
THEREAFTER, BUT BEFORE PAYMENT NO.	131				23.538150
THEREAFTER, BUT BEFORE PAYMENT NO.	132				22.606556
THEREAFTER, BUT BEFORE PAYMENT NO.	133				21.669433
THEREAFTER, BUT BEFORE PAYMENT NO.	134				20.726800
THEREAFTER, BUT BEFORE PAYMENT NO.	135				19.778517
THEREAFTER, BUT BEFORE PAYMENT NO.	136				18.825243
THEREAFTER, BUT BEFORE PAYMENT NO.	137				17.866903
THEREAFTER, BUT BEFORE PAYMENT NO.	138				16.902333
THEREAFTER, BUT BEFORE PAYMENT NO.	139				15.932237
THEREAFTER, BUT BEFORE PAYMENT NO.	140				14.957840
THEREAFTER, BUT BEFORE PAYMENT NO.	141				13.977350
THEREAFTER, BUT BEFORE PAYMENT NO.	142				12.991363
THEREAFTER, BUT BEFORE PAYMENT NO.	143				11.999331
THEREAFTER, BUT BEFORE PAYMENT NO.	144				11.002720

[Handwritten signature]

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

On this 16th day of May, 1974, before me personally appeared RICHARD N. KILBERT, to me personally known, who being by me duly sworn, says that he is a Vice President of AUTO-TRAIN CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of 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.

Sylvia Steinberg
Notary Public

[Seal]

My Commission Expires:

SYLVIA STEINBERG
Notary Public, State of New York
No. 41-3829320 Queens County
Term Expires March 30, 1978

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

On this 16th day of May, 1974, before me personally appeared Terrence J. Brugeman, to me personally known, who being by me duly sworn, says that he is a Second Vice President of CONTINENTAL ILLINOIS LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of 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.

Christina
Notary Public

[Seal]

My Commission Expires:

My Commission Expires December 15, 1977