

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

9-0888063

RECORDATION NO. 9250

Filed 1425

1979

MAR 9 1979 - 2 31 PM

INTERSTATE COMMERCE COMMISSION

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RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON

March 7, 1979

Amendment Agreement Dated as of November 1, 1978,
Amending Lease Filed Under Recordation No. 9250
and Supplemental Indenture Filed
Under Recordation No. 9250-B

Dear Sir:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Soltex Polymer Corporation for filing and recordation counterparts of the following document:

Amendment Agreement Number Two dated as of November 1, 1978, among Soltex Polymer Corporation, First Security Bank of Utah, N.A., as owner trustee, United States Trust Company of New York, as trustee, Dial Leasing Corporation and The Ohio National Life Insurance Company.

The Amendment Agreement amends an Equipment Lease, dated as of January 10, 1978, previously filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 24, 1978, at 10:05 a.m., Recordation Number 9250, and a Supplemental Indenture, dated as of January 10, 1978, previously filed

Joseph M. Stanton

Charles J. ...

FILED
MAR 9 1979
FBI - NEW YORK

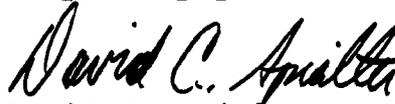
and recorded as aforesaid on February 24, 1978, at 10:05 a.m.,
Recordation Number 9250-B.

Please file and record the Amendment Agreement and
assign it Recordation Number 9250-C.

Enclosed is a check for \$10 payable to the Inter-
state Commerce Commission, for the recordation fee for the
Amendment Agreement.

Please stamp all counterparts of the enclosed
document and the attached copies of this transmittal letter
with your official recording stamp. You will wish to retain
one copy of the instrument and the original of this trans-
mittal letter for your files. It is requested that the
remaining counterparts of the document and the copies of
this transmittal letter be delivered to the bearer of this
letter.

Very truly yours,



David C. Spialter,
As Agent for
Soltex Polymer Corporation

H. G. Homme, Esq.,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423.

Encls.

55A

Interstate Commerce Commission
Washington, D.C. 20423

3/9/79

OFFICE OF THE SECRETARY

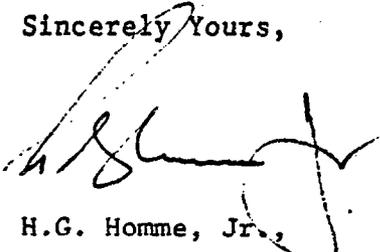
David C. Spialter:
Cravath, Swaine, Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on at ,
and assigned recordation number(s) 2:30pm

9250-C

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

AMENDMENT AGREEMENT NUMBER TWO

TO

SOLTEX POLYMER CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of January 10, 1978)

RECORDATION NO. *9750-C* Filed 1425

MAR 9 1979 -2 32 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT AGREEMENT NUMBER TWO to Equipment Lease Financing Transaction is entered into as of November 1, 1978, by and among the undersigned.

RECITALS

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

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

1. Definitions

1.1 Parties

- | | |
|--|---|
| (a) Owner Trustee: | First Security Bank of Utah, N.A. not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 with IteI Capital Services Corporation |
| (b) Lessee: | Soltex Polymer Corporation |
| (c) Beneficiary: | Dial Leasing Corporaton |
| (d) Interim Lender and Long-Term Lender: | Lease Investments Trust |

(e) Trustee: United States Trust
Company of New York

(f) New Long-Term Lender: The Ohio National Life
Insurance Company

1.2 Agreements

(a) Participation Agreement: Participation Agreement dated as of January 10, 1978 by and among the Owner Trustee as Lessor, the Trustee, the Beneficiary, the Interim Lender, the Long-Term Lender and the Lessee, amended and re-stated as of March 15, 1978, among the above-listed parties and The Ohio National Life Insurance Company

(b) Trust Agreement: Master Trust Agreement dated as of October 1, 1976 by and between the Owner Trustee and the Agent

(c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee

(d) Supplemental Indenture: Supplemental Indenture dated as of January 10, 1978 by and between the Owner Trustee and the Trustee, amended and re-stated as of March 15, 1978

(e) Lease: Equipment Lease dated as of January 10, 1978 by and between the Owner Trustee, as lessor, and the Lessee

(f) Authorization and Direction: Authorization and Direction dated as of January 10, 1978 between ITEL Capital Services Corporation, as Trustor and Agent, and First Security Bank of Utah, N.A., not in its individual capacity, but solely as Owner Trustee

2. Amendments to the Participation Agreement

2.1. Exhibit A, Pages 1 and 2, to the Participation Agreement are hereby deleted in their entirety and Exhibit A, Pages 1 and 2 to the Participation Agreement attached hereto are inserted in lieu thereof.

2.2. Exhibit B, Pages 1, 2 and 3, to the Participation Agreement are hereby deleted in their entirety and Exhibit B, Pages 1, 2 and 3 to the Participation Agreement attached hereto are inserted in lieu thereof.

3. Amendments to the Lease

3.1. Exhibit A, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit A, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.2. Exhibit B, Page 1, to the Lease is hereby deleted in its entirety and Exhibit B, Page 1, to the Lease attached hereto is inserted in lieu thereof.

3.3. Exhibit C, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit C, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.4. Exhibit D to the Lease is hereby amended by deleting Page 1 thereto in its entirety and adding Exhibit D, Page 1 attached hereto in lieu thereof, and by adding thereto Exhibit D, Pages 7, 8, 9, 10, 11 and 12 attached hereto.

4. Amendments to the Supplemental Indenture

4.1. Exhibit A, Page 2, of the Supplemental Indenture is hereby deleted in its entirety and Exhibit A, Page 2, of the Supplemental Indenture attached hereto is inserted in lieu thereof.

5. Amendments to the Authorization and Direction

5.1 Page 1 of the Authorization and Direction is hereby deleted in its entirety and Page 1 of the Authorization and Direction attached hereto is substituted in lieu thereof.

6. Effective Date

6.1. This Amendment is effective upon execution hereof.

7. Remainder of Agreements

7.1. Except as expressly amended hereby, the Participation Agreement, the Lease, the Supplemental Indenture and the Authorization and Direction shall remain in full force and effect in all other respects.

8. Counterparts

8.1. This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER TWO is executed on the dates indicated below.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October
1, 1976 between it and Itel Capital
Services Corporation, as Owner
Trustee

(Corporate Seal)
Attest:

By _____
(Authorized Officer)
_____, 19__

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee, as
Trustee

(Corporate Seal)
Attest:

By _____
(Vice President)
_____, 19__

DIAL LEASING CORPORATION,
as Beneficiary

(Corporate Seal)
Attest:

By _____
_____, 19__

LEASE INVESTMENTS TRUST, as Interim
Lender and Long-Term Lender

Attest:

By _____
not in his individual capacity but
solely as trustee pursuant to a Trust
Agreement dated October 2, 1975

_____, 19__

SOLTEX POLYMER CORPORATION, as Lessee

(Corporate Seal)

Attest:

E. B. ...

By

W. ...

1/26, 19 79

THE OHIO NATIONAL LIFE INSURANCE
COMPANY, as New Long-Term Lender

(Corporate Seal)

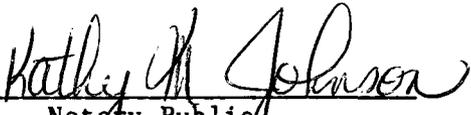
Attest:

By

_____, 19 ____

STATE OF TEXAS,)
)
COUNTY OF HARRIS,)

On this the 26th day of January, 1979, before me personally appeared M W Sadtler, to me personally known, who, being by me duly sworn, says that he is a Vice Chairman of Soltex Polymer Corporation, that one of the seals affixed to the foregoing instrument is the 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.



Notary Public

(Notarial Seal)

My Commission expires 3/8/80

STATE OF OHIO,)
)
COUNTY OF HAMILTON,)

On this the day of , 19__ , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of The Ohio National Life Insurance Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Notary Public

(Notarial Seal)

My Commission expires

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description</u>	<u>Estimated Lessor's Cost (Per Item)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Design- ation LO	\$44,000

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such Item:

<u>Date of Acceptance</u> set forth in the <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

SOLTEX POLYMER CORPORATION
(1978) Equipment Trust No. 1
(Group 1A and 1B Equipment)

Date of Participation Agreement: As of January 10, 1978

Notes: Series 1 Notes will be issued
by the Owner Trustee under a Supplement
dated the date hereof.

Cut-Off Date: Group 1A December 31, 1978 Group 1B January 31, 1979

Lessee: Soltex Polymer Corporation
3333 Richmond Avenue
Houston, Texas 77027
Attention: Rene H. Degreve

Long-Term Lender: The Ohio National Life Insurance Company
P.O. Box 237
Cincinnati, Ohio 45201
Attention: Securities Division

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Interim Debt Rate:

All Notes of Series 1 shall bear interest from and including their respective dates of issuance to but excluding the applicable Take-Out Date at a rate of interest equal to the greater of (i) the Long-Term Debt Rate or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings) from time to time in effect, based upon a 360-day year and actual days elapsed.

Long-Term Debt Rate:

9.5% per annum

Investment Percentage/
 Loan Percentage:

<u>Loan</u>	<u>Investment</u>
<u>Percentage</u>	<u>Percentage</u>

Group 1A & 1B:

71.6608%	28.3392%
----------	----------

Pro Rata
 Investment Share:

<u>Beneficiary</u>	<u>Pro Rata Investment Share</u>
--------------------	--------------------------------------

Dial Leasing Corporation

100%

Pro Rata
 Loan Share:

<u>Long-Term Lender</u>

<u>Pro Rata Loan Share</u>

The Ohio National Life
 Insurance Company

100%

Take-Out Dates:

Any such Take-Out Date April 17, 1978 January 31, 1979
may be delayed by 30 August 15, 1978
days upon consent of November 30, 1978
the parties to the
Participation Agreement.

Lessee's Counsel:

E. J. Buckingham, III, Esq.
Soltex Polymer Corporation
333 Richmond Avenue
Houston, Texas 77027

Maximum Loan Commitment,
Maximum Investment Commitment
and Maximum Financing Cost:

<u>Maximum Loan Commitment</u>	<u>Maximum Investment Commitment*</u>	<u>Maximum Financing Cost</u>
\$1,734,191.36	\$685,808.64	\$2,420,000.00

*Subject to adjustment pursuant to the provisions of Section 3(b).

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description (c)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Designation LO
55	Lithcote Company		Devoe Internal Protective Coating System for the above-described Center Flow Covered Hopper Cars

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such item:

<u>Date of Acceptance</u> set forth in <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the sub-designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

(c) Each Devoe Internal Protective Coating System ("Lining") referred to herein shall be deemed to constitute a separate Item of Equipment solely for purposes of acceptance and funding thereof. For all other purposes under this Lease, the Participation Agreement, the Indenture and each Supplement, each Lining and its respective Hopper Car shall constitute but a single Item of Equipment.

CERTIFICATE OF ACCEPTANCE NO. ____

under

Equipment Lease dated as of January 10, 1978 (the Lease) between FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 between it and Itel Capital Services Corporation as lessor (the Lessor) and SOLTEX POLYMER CORPORATION, as lessee (the Lessee).

1. Items of Equipment

The Lessee hereby certifies that the Items of Equipment set forth and described in Schedule 1 hereto (which Schedule includes the amount of the Lessor's Cost of each such Item), constituting Items of Equipment of the Group of Equipment indicated below, have been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and accepted as Items of Leased Equipment under the Lease, all on the date indicated below:

Group of Equipment:

Location of Items of Equipment:

Date of Acceptance:

EXHIBIT C

Groups of Equipment 1A and 1B
(18-year Basic Lease Term)

Date of Lease: As of January 10, 1978

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Daily Lease Rate Factor: 1/360 of the higher of (i) the applicable Long-Term Debt Rate set forth in the Participation Agreement or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings)

Rent Commencement Date: The Closing Date on which the applicable Item shall have been paid for by the Lessor

Basic Rent Dates: The fifteenth day of each month

	<u>Groups of Equipment</u>	
	<u>Group 1A</u>	<u>Group 1B</u>
<u>Expiration Date:</u>	January 15, 1997	January 15, 1997
<u>First Delivery Date:</u>	February 1, 1978	January 1, 1979
<u>Final Delivery Date:</u>	December 31, 1978	January 31, 1979
<u>Interim Rent Date:</u>	January 15, 1979	January 15, 1979
<u>First Basic Rent Date:</u>	February 15, 1979	February 15, 1979
<u>Last Basic Rent Date:</u>	January 15, 1997	January 15, 1997

First Termination Date: January 15, 1994

Basic Lease Rate Factor: Group 1A 0.7320% Group 1B 0.7944%

Overdue Rate: One per cent in excess of the applicable Long-Term Debt Rate set forth in the Participation Agreement.

Lease Extension Periods: A maximum of 4 periods of 2 years each.

Equipment Marking: FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee: Lessor and Owner; UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity, but solely as trustee: Secured Party and Lienholder.

Return of Equipment: The Lessee shall, at its own expense, return each Item of Leased Equipment to the Lessor at such location, within a radius of 1,000 miles of the point of delivery of such Item, as the Lessor shall select.

Investment Credit: 10%

Depreciable Life: A 12-year depreciable life pursuant to section 167(m) of the Code for an asset described in Asset Guideline Class No. 00.25.

Depreciation Method: Double declining balance method switching to the sum-of-the-years digits method without the prior consent of the Commissioner of Internal Revenue utilizing either the "modified half-year" or "half-year"

EXHIBIT D
Group 1A Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
Interim Rent Date	89.6732	
1	89.8965	
2	90.1224	
3	90.3509	
4	90.5515	
5	90.7544	
6	90.9292	
7	91.1061	
8	91.2850	
9	91.4357	
10	91.5881	
11	91.7425	
12	91.8682	
13	91.9955	
14	92.1245	
15	92.2552	
16	92.3580	
17	92.4622	
18	92.5384	
19	92.6157	
20	92.6942	
21	92.7444	
22	92.7954	
23	92.8474	
24	92.8707	
25	92.8947	
26	92.9194	
27	92.9446	
28	92.9450	
29	92.9458	
30	92.9214	
31	92.8971	
32	92.8730	
33	92.8235	
34	92.7739	
35	92.7243	
36	92.6490	
37	92.5733	
38	92.4974	
39	92.4211	
40	92.3228	

EXHIBIT D
Group 1B Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1979		
0	88.2129 %	%
1	88.6657	
2	89.1231	
3	89.5850	
4	89.9850	
5	90.3889	
6	90.7304	
7	91.0752	
8	91.4235	
9	91.7086	
10	91.9965	
11	92.2873	
1980		
12	92.5143	
13	92.7436	
14	92.9750	
15	93.2087	
16	93.4131	
17	93.6195	
18	93.7963	
19	93.9749	
20	94.1551	
21	94.3055	
22	94.4572	
23	94.6105	
1981		
24	94.7336	
25	94.8579	
26	94.9834	
27	95.1099	
28	95.2119	
29	95.3147	
30	95.3926	
31	95.4712	
32	95.5504	
33	95.6046	
34	95.6591	
35	95.7141	
1982		
36	95.7437	
37	95.7735	

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
38	95.8035	
39	95.8337 %	%
40	95.8420	
41	95.8504	
42	95.8366	
43	95.8227	
44	95.8085	
45	95.7720	
46	95.7350	
47	95.6976	
1983		
48	95.6377	
49	95.5770	
50	95.5157	
51	95.4537	
52	95.3727	
53	95.2909	
54	95.1900	
55	95.0880	
56	94.9848	
57	94.8624	
58	94.7387	
59	94.6136	
1984		
60	94.4691	92.5228
61	94.3230	92.3535
62	94.1753	92.1826
63	94.0261	92.0099
64	93.8611	91.8212
65	93.6943	91.6305
66	93.5116	91.4237
67	93.3270	91.2148
68	93.1404	91.0038
69	92.9377	90.7765
70	92.7328	90.5468
71	92.5259	90.3148
1985		
72	92.3026	90.0663
73	92.0770	89.8152
74	91.8490	89.5616
75	91.6187	89.3055
76	91.3759	89.0366
77	91.1305	88.7650
78	90.8724	88.4804
79	90.6117	88.1930
80	90.3483	87.9028
81	90.0720	87.5994
82	89.7929	87.2930
83	89.5110	86.9836

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1986		
84	89.2160 %	86.6608 %
85	88.9180	86.3348
86	88.6170	86.0057
87	88.3129	85.6732
88	87.9997	85.3313
89	87.6833	84.9861
90	87.3575	84.6313
91	87.0285	84.2729
92	86.6962	83.9111
93	86.3544	83.5395
94	86.0092	83.1643
95	85.6605	82.7854
1987		
96	85.3022	82.3966
97	84.9404	82.0040
98	84.5749	81.6076
99	84.2058	81.2072
100	83.8311	80.8010
101	83.4526	80.3909
102	83.0684	79.9747
103	82.6804	79.5545
104	82.2886	79.1302
105	81.8909	78.6997
106	81.4893	78.2651
107	81.0837	77.8263
1988		
108	80.6721	77.3812
109	80.2576	76.9329
110	79.8402	76.4815
111	79.4201	76.0270
112	78.9971	75.5694
113	78.5712	75.1087
114	78.1425	74.6449
115	77.7109	74.1778
116	77.2764	73.7076
117	76.8389	73.2341
118	76.3984	72.7574
119	75.9549	72.2774
1989		
120	75.5085	71.7940
121	75.0590	71.3074
122	74.6064	70.8174
123	74.1507	70.3240
124	73.6919	69.8272
125	73.2300	69.3270

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
126	72.7649 %	68.8232 %
127	72.2967	68.3160
128	71.8252	67.8053
129	71.3529	67.2935
130	70.8761	66.7769
131	70.3949	66.2554
1990		
132	69.9156	65.7356
133	69.4317	65.2110
134	68.9433	64.6813
135	68.4502	64.1468
136	67.9635	63.6183
137	67.4723	63.0850
138	66.9876	62.5578
139	66.4983	62.0257
140	66.0044	61.4886
141	65.5170	60.9578
142	65.0250	60.4220
143	64.5285	59.8812
1991		
144	64.0384	59.3467
145	63.5405	58.8039
146	63.0348	58.2529
147	62.5210	57.6936
148	62.0147	57.1413
149	61.5004	56.5807
150	60.9935	56.0271
151	60.4786	55.4652
152	59.9557	54.8949
153	59.4402	54.3316
154	58.9165	53.7598
155	58.3848	53.1795
1992		
156	57.8603	52.6060
157	57.3275	52.0239
158	56.7864	51.4331
159	56.2368	50.8334
160	55.6965	50.2425
161	55.1477	49.6429
162	54.6082	49.0521
163	54.0604	48.4525
164	53.5040	47.8440
165	52.9569	47.2443

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
166	52.4012 %	46.6357 %
167	51.8370	46.0182
1993		
168	51.2820	45.4093
169	50.7182	44.7913
170	50.1461	44.1646
171	49.5722	43.5356
172	49.0005	42.9083
173	48.4230	42.2749
174	47.8520	41.6475
175	47.2722	41.0109
176	46.6891	40.3705
177	46.1100	39.7336
178	45.5231	39.0885
179	44.9344	38.4411
1994		
180	44.3469	37.7945
181	43.7544	37.1424
182	43.1600	36.4879
183	42.5638	35.8311
184	41.9657	35.1720
185	41.3657	34.5105
186	40.7638	33.8466
187	40.1600	33.1803
188	39.5542	32.5116
189	38.9465	31.8404
190	38.3369	31.1667
191	37.7252	30.4906
1995		
192	37.1116	29.8120
193	36.4947	29.1296
194	35.8747	28.4435
195	35.2513	27.7536
196	34.6247	27.0599
197	33.9948	26.3624
198	33.3694	25.6688
199	32.7365	24.9672
200	32.0965	24.2579
201	31.4687	23.5604
202	30.8335	22.8548
203	30.1905	22.1410

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1996		
204	29.5605 %	21.4395 %
205	28.9245	20.7315
206	28.2824	20.0168
207	27.6342	19.2954
208	27.0021	18.5896
209	26.3640	17.8772
210	25.7422	17.1804
211	25.1145	16.4772
212	24.4809	15.7675
213	23.8636	15.0735
214	23.2405	14.3731
215	22.6117	13.6663
1997		
216	20.0000	0.0000

and thereafter

(a) Casualty Values and Termination Values are expressed as a percentage of Lessor's Cost. Such percentages have been computed without regard to recapture of Investment Credit. Consequently, such percentages applicable on the Interim Rent Date or any Basic Rent Date where a Casualty Value and Termination Value shall be payable with respect to an Event of Loss or Termination Date occurring before the third, fifth or seventh anniversary of the date of acceptance set forth in the Certificate of Acceptance for such Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of this Lease, Casualty Values and Termination Values payable on such dates shall be determined on the basis of the sum of such percentages:

<u>Anniversary of the Date of Acceptance</u>	<u>Percentage of Lessor's Cost To be Added to the Foregoing Percentage</u>
Third	19.6079
Fifth	13.0719
Seventh	6.5360

(b) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values will be adjusted accordingly.

Interest Payment Dates: The fifteenth day of each month

Principal Payment Dates: The fifteenth day of each month

Long-Term Debt
Rate Commencement Date: April 17, 1978, January 31, 1979
August 15, 1978,
November 30, 1978,

First Interest
Payment Date: January 15, 1979

First Principal
Payment Date: February 15, 1979

Last Principal
Payment Date: January 15, 1997

Rate of Interest on Overdue Payments
of Principal, Premium and Interest: One percent in excess of the Long-
Term Debt Rate.

Name and Address of
Related Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Related
Beneficiary's Counsel: Michael J. Keller, Esq.

Modifications of
Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

AUTHORIZATION AND DIRECTION
Under And Pursuant To The
MASTER TRUST AGREEMENT
Dated as of October 1, 1976

between
ITEL CAPITAL SERVICES CORPORATION, as Trustor and Agent,
and FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but solely
as OWNER TRUSTEE

Pursuant to Section 1.02 of the Master Trust Agreement and subject to the terms and provisions thereof, the Trustor and the undersigned Related Beneficiary hereby deliver to the Owner Trustee this Authorization and Direction with respect to the creation of a Trust thereunder, which Trust shall be identified by the date of this Authorization and Direction and shall be designated as follows:

Designation of Trust: Soltex Polymer Corporation
(1978) Equipment Trust No. 1

Pursuant to paragraph (b) of Section 1.02 of the Master Trust Agreement, the Owner Trustee is hereby advised that the documents or terms referred to therein are hereby identified as follows:

Related Lessee: Soltex Polymer Corporation

Related Participation Agreement: Dated as of January 10, 1978

Related Supplement: Supplement No . 245 , dated as
of January 10, 1978

Related Lease: Dated as of January 10, 1978

Groups of Equipment
(as defined in the
Related Participation Agreement): 1A and 1B

The respective interest of each of the undersigned Related Beneficiaries in the Related Trust Estate is as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

Profits, losses, deductions, and credits attributable to Itel Capital Services Corporation's brokerage fees charged to the Trust for arranging the financing of the Leased Equipment shall, to the extent permitted by law, be allocated to each of the undersigned Related Beneficiaries as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

AMENDMENT AGREEMENT NUMBER TWO

TO

SOLTEX POLYMER CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of January 10, 1978)

THIS AMENDMENT AGREEMENT NUMBER TWO to Equipment Lease Financing Transaction is entered into as of November 1, 1978, by and among the undersigned.

RECITALS

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

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

1. Definitions

1.1 Parties

- (a) Owner Trustee: First Security Bank of Utah, N.A. not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 with IteI Capital Services Corporation
- (b) Lessee: Soltex Polymer Corporation
- (c) Beneficiary: Dial Leasing Corporaton
- (d) Interim Lender and Long-Term Lender: Lease Investments Trust

(e) Trustee: United States Trust
Company of New York

(f) New Long-Term
Lender: The Ohio National Life
Insurance Company

1.2 Agreements

(a) Participation
Agreement: Participation Agreement
dated as of January 10,
1978 by and among the Owner
Trustee as Lessor, the
Trustee, the Beneficiary,
the Interim Lender, the
Long-Term Lender and the
Lessee, amended and re-
stated as of March 15,
1978, among the above-
listed parties and The Ohio
National Life Insurance
Company

(b) Trust Agreement: Master Trust Agreement
dated as of October 1, 1976
by and between the Owner
Trustee and the Agent

(c) Trust Indenture: Trust Indenture dated as of
October 1, 1976 by and
between the Owner Trustee
and the Trustee

(d) Supplemental
Indenture: Supplemental Indenture
dated as of January 10,
1978 by and between the
Owner Trustee and the
Trustee, amended and re-
stated as of March 15, 1978

(e) Lease: Equipment Lease dated as of
January 10, 1978 by and
between the Owner Trustee,
as lessor, and the Lessee

(f) Authorization
and Direction: Authorization and Direction
dated as of January 10,
1978 between Itel Capital
Services Corporation, as
Trustor and Agent, and
First Security Bank of
Utah, N.A., not in its in-
dividual capacity, but
solely as Owner Trustee

2. Amendments to the Participation Agreement

2.1. Exhibit A, Pages 1 and 2, to the Participation Agreement are hereby deleted in their entirety and Exhibit A, Pages 1 and 2 to the Participation Agreement attached hereto are inserted in lieu thereof.

2.2. Exhibit B, Pages 1, 2 and 3, to the Participation Agreement are hereby deleted in their entirety and Exhibit B, Pages 1, 2 and 3 to the Participation Agreement attached hereto are inserted in lieu thereof.

3. Amendments to the Lease

3.1. Exhibit A, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit A, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.2. Exhibit B, Page 1, to the Lease is hereby deleted in its entirety and Exhibit B, Page 1, to the Lease attached hereto is inserted in lieu thereof.

3.3. Exhibit C, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit C, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.4. Exhibit D to the Lease is hereby amended by deleting Page 1 thereto in its entirety and adding Exhibit D, Page 1 attached hereto in lieu thereof, and by adding thereto Exhibit D, Pages 7, 8, 9, 10, 11 and 12 attached hereto.

4. Amendments to the Supplemental Indenture

4.1. Exhibit A, Page 2, of the Supplemental Indenture is hereby deleted in its entirety and Exhibit A, Page 2, of the Supplemental Indenture attached hereto is inserted in lieu thereof.

5. Amendments to the Authorization and Direction

5.1 Page 1 of the Authorization and Direction is hereby deleted in its entirety and Page 1 of the Authorization and Direction attached hereto is substituted in lieu thereof.

6. Effective Date

6.1. This Amendment is effective upon execution hereof.

7. Remainder of Agreements

7.1. Except as expressly amended hereby, the Participation Agreement, the Lease, the Supplemental Indenture and the Authorization and Direction shall remain in full force and effect in all other respects.

8. Counterparts

8.1. This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER TWO is executed on the dates indicated below.

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 between it and Itel Capital Services Corporation, as Owner Trustee

(Corporate Seal)

Attest:

[Handwritten signature]

By

[Handwritten signature]

(Authorized Officer)

December 29, 1978

UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity, but solely as trustee under a Trust Indenture dated as of October 1, 1976 between it and the Owner Trustee, as Trustee

(Corporate Seal)

Attest:

By

(Vice President)

_____, 19__

DIAL LEASING CORPORATION, as Beneficiary

(Corporate Seal)

Attest:

By

_____, 19__

LEASE INVESTMENTS TRUST, as Interim Lender and Long-Term Lender

Attest:

By

not in his individual capacity but solely as trustee pursuant to a Trust Agreement dated October 2, 1975

_____, 19__

SOLTEX POLYMER CORPORATION, as Lessee

(Corporate Seal)
Attest:

By _____

_____, 19__

THE OHIO NATIONAL LIFE INSURANCE
COMPANY, as New Long-Term Lender

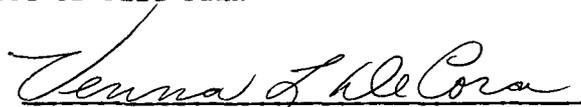
(Corporate Seal)
Attest:

By _____

_____, 19__

STATE OF UTAH ,)
)
COUNTY OF SALT LAKE,)

On this the 29th day of December, 1978 before me personally appeared J. TRACY WALKER, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.



Notary Public

(Notarial Seal)

My Commission expires

STATE OF NEW YORK,)
)
COUNTY OF NEW YORK,)

On this the day of , 19__ before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Notary Public

(Notarial Seal)

My commission expires

STATE OF IOWA,)
)
COUNTY OF POLK,)

On this the day of , 19__ , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of Dial Leasing Corporation, that one of the seals affixed to the foregoing instrument is the 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.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF CALIFORNIA,)
)
COUNTY OF SAN FRANCISCO,)

On this the day of , 19__ , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a trustee of Lease Investments Trust, that said instrument was signed and sealed on behalf of said Trust 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 Trust.

Notary Public

(Notarial Seal)

My Commission expires

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description</u>	<u>Estimated Lessor's Cost (Per Item)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Designation LO	\$44,000

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such Item:

<u>Date of Acceptance</u> set forth in the <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

SOLTEX POLYMER CORPORATION
(1978) Equipment Trust No. 1
(Group 1A and 1B Equipment)

Date of Participation Agreement: As of January 10, 1978

Notes: Series 1 Notes will be issued
by the Owner Trustee under a Supplement
dated the date hereof.

Cut-Off Date: Group 1A Group 1B
December 31, 1978 January 31, 1979

Lessee: Soltex Polymer Corporation
3333 Richmond Avenue
Houston, Texas 77027
Attention: Rene H. Degreve

Long-Term Lender: The Ohio National Life Insurance Company
P.O. Box 237
Cincinnati, Ohio 45201
Attention: Securities Division

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Interim Debt Rate:

All Notes of Series 1 shall bear interest from and including their respective dates of issuance to but excluding the applicable Take-Out Date at a rate of interest equal to the greater of (i) the Long-Term Debt Rate or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings) from time to time in effect, based upon a 360-day year and actual days elapsed.

Long-Term Debt Rate:

9.5% per annum

Investment Percentage/
 Loan Percentage:

<u>Loan</u>	<u>Investment</u>
<u>Percentage</u>	<u>Percentage</u>

Group 1A & 1B:

71.6608%	28.3392%
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Pro Rata
 Investment Share:

<u>Beneficiary</u>	<u>Pro Rata Investment Share</u>
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Dial Leasing Corporation	100%
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Pro Rata
 Loan Share:

<u>Long-Term Lender</u>	<u>Pro Rata Loan Share</u>
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The Ohio National Life Insurance Company	100%
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Take-Out Dates:

Any such Take-Out Date
may be delayed by 30
days upon consent of
the parties to the
Participation Agreement.

April 17, 1978
August 15, 1978
November 30, 1978

January 31, 1979

Lessee's Counsel:

E. J. Buckingham, III, Esq.
Soltex Polymer Corporation
333 Richmond Avenue
Houston, Texas 77027

Maximum Loan Commitment,
Maximum Investment Commitment
and Maximum Financing Cost:

<u>Maximum Loan Commitment</u>	<u>Maximum Investment Commitment*</u>	<u>Maximum Financing Cost</u>
\$1,734,191.36	\$685,808.64	\$2,420,000.00

*Subject to adjustment pursuant to the provisions of Section 3(b).

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description (c)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Designation LO
55	Lithcote Company		Devoe Internal Protective Coating System for the above-described Center Flow Covered Hopper Cars

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such item:

<u>Date of Acceptance</u> set forth in <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the sub-designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

(c) Each Devoe Internal Protective Coating System ("Lining") referred to herein shall be deemed to constitute a separate Item of Equipment solely for purposes of acceptance and funding thereof. For all other purposes under this Lease, the Participation Agreement, the Indenture and each Supplement, each Lining and its respective Hopper Car shall constitute but a single Item of Equipment.

CERTIFICATE OF ACCEPTANCE NO. ____

under

Equipment Lease dated as of January 10, 1978 (the Lease) between FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 between it and IteI Capital Services Corporation as lessor (the Lessor) and SOLTEX POLYMER CORPORATION, as lessee (the Lessee).

1. Items of Equipment

The Lessee hereby certifies that the Items of Equipment set forth and described in Schedule 1 hereto (which Schedule includes the amount of the Lessor's Cost of each such Item), constituting Items of Equipment of the Group of Equipment indicated below, have been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and accepted as Items of Leased Equipment under the Lease, all on the date indicated below:

Group of Equipment:

Location of Items of Equipment:

Date of Acceptance:

EXHIBIT C

Groups of Equipment 1A and 1B
(18-year Basic Lease Term)

Date of Lease: As of January 10, 1978

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Daily Lease Rate Factor: 1/360 of the higher of (i) the applicable Long-Term Debt Rate set forth in the Participation Agreement or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings)

Rent Commencement Date: The Closing Date on which the applicable Item shall have been paid for by the Lessor

Basic Rent Dates: The fifteenth day of each month

	<u>Groups of Equipment</u>	
	<u>Group 1A</u>	<u>Group 1B</u>
<u>Expiration Date:</u>	January 15, 1997	January 15, 1997
<u>First Delivery Date:</u>	February 1, 1978	January 1, 1979
<u>Final Delivery Date:</u>	December 31, 1978	January 31, 1979
<u>Interim Rent Date:</u>	January 15, 1979	January 15, 1979
<u>First Basic Rent Date:</u>	February 15, 1979	February 15, 1979
<u>Last Basic Rent Date:</u>	January 15, 1997	January 15, 1997

First Termination Date: January 15, 1994

Basic Lease Rate Factor: Group 1A Group 1B
0.7320% 0.7944%

Overdue Rate: One per cent in excess of the applicable Long-Term Debt Rate set forth in the Participation Agreement.

Lease Extension Periods: A maximum of 4 periods of 2 years each.

Equipment Marking: FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee: Lessor and Owner; UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity, but solely as trustee: Secured Party and Lienholder.

Return of Equipment: The Lessee shall, at its own expense, return each Item of Leased Equipment to the Lessor at such location, within a radius of 1,000 miles of the point of delivery of such Item, as the Lessor shall select.

Investment Credit: 10%

Depreciable Life: A 12-year depreciable life pursuant to section 167(m) of the Code for an asset described in Asset Guideline Class No. 00.25.

Depreciation Method: Double declining balance method switching to the sum-of-the-years digits method without the prior consent of the Commissioner of Internal Revenue utilizing either the "modified half-year" or "half-year"

EXHIBIT D
Group 1A Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
Interim Rent Date	89.6732	
1	89.8965	
2	90.1224	
3	90.3509	
4	90.5515	
5	90.7544	
6	90.9292	
7	91.1061	
8	91.2850	
9	91.4357	
10	91.5881	
11	91.7425	
12	91.8682	
13	91.9955	
14	92.1245	
15	92.2552	
16	92.3580	
17	92.4622	
18	92.5384	
19	92.6157	
20	92.6942	
21	92.7444	
22	92.7954	
23	92.8474	
24	92.8707	
25	92.8947	
26	92.9194	
27	92.9446	
28	92.9450	
29	92.9458	
30	92.9214	
31	92.8971	
32	92.8730	
33	92.8235	
34	92.7739	
35	92.7243	
36	92.6490	
37	92.5733	
38	92.4974	
39	92.4211	
40	92.3228	

EXHIBIT D
Group 1B Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1979		
0	88.2129 %	%
1	88.6657	
2	89.1231	
3	89.5850	
4	89.9850	
5	90.3889	
6	90.7304	
7	91.0752	
8	91.4235	
9	91.7086	
10	91.9965	
11	92.2873	
1980		
12	92.5143	
13	92.7436	
14	92.9750	
15	93.2087	
16	93.4131	
17	93.6195	
18	93.7963	
19	93.9749	
20	94.1551	
21	94.3055	
22	94.4572	
23	94.6105	
1981		
24	94.7336	
25	94.8579	
26	94.9834	
27	95.1099	
28	95.2119	
29	95.3147	
30	95.3926	
31	95.4712	
32	95.5504	
33	95.6046	
34	95.6591	
35	95.7141	
1982		
36	95.7437	
37	95.7735	

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
38	95.8035	
39	95.8337 %	%
40	95.8420	
41	95.8504	
42	95.8366	
43	95.8227	
44	95.8085	
45	95.7720	
46	95.7350	
47	95.6976	
1983		
48	95.6377	
49	95.5770	
50	95.5157	
51	95.4537	
52	95.3727	
53	95.2909	
54	95.1900	
55	95.0880	
56	94.9848	
57	94.8624	
58	94.7387	
59	94.6136	
1984		
60	94.4691	92.5228
61	94.3230	92.3535
62	94.1753	92.1826
63	94.0261	92.0099
64	93.8611	91.8212
65	93.6943	91.6305
66	93.5116	91.4237
67	93.3270	91.2148
68	93.1404	91.0038
69	92.9377	90.7765
70	92.7328	90.5468
71	92.5259	90.3148
1985		
72	92.3026	90.0663
73	92.0770	89.8152
74	91.8490	89.5616
75	91.6187	89.3055
76	91.3759	89.0366
77	91.1305	88.7650
78	90.8724	88.4804
79	90.6117	88.1930
80	90.3483	87.9028
81	90.0720	87.5994
82	89.7929	87.2930
83	89.5110	86.9836

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1986		
84	89.2160 %	86.6608 %
85	88.9180	86.3348
86	88.6170	86.0057
87	88.3129	85.6732
88	87.9997	85.3313
89	87.6833	84.9861
90	87.3575	84.6313
91	87.0285	84.2729
92	86.6962	83.9111
93	86.3544	83.5395
94	86.0092	83.1643
95	85.6605	82.7854
1987		
96	85.3022	82.3966
97	84.9404	82.0040
98	84.5749	81.6076
99	84.2058	81.2072
100	83.8311	80.8010
101	83.4526	80.3909
102	83.0684	79.9747
103	82.6804	79.5545
104	82.2886	79.1302
105	81.8909	78.6997
106	81.4893	78.2651
107	81.0837	77.8263
1988		
108	80.6721	77.3812
109	80.2576	76.9329
110	79.8402	76.4815
111	79.4201	76.0270
112	78.9971	75.5694
113	78.5712	75.1087
114	78.1425	74.6449
115	77.7109	74.1778
116	77.2764	73.7076
117	76.8389	73.2341
118	76.3984	72.7574
119	75.9549	72.2774
1989		
120	75.5085	71.7940
121	75.0590	71.3074
122	74.6064	70.8174
123	74.1507	70.3240
124	73.6919	69.8272
125	73.2300	69.3270

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
126	72.7649 %	68.8232 %
127	72.2967	68.3160
128	71.8252	67.8053
129	71.3529	67.2935
130	70.8761	66.7769
131	70.3949	66.2554
1990		
132	69.9156	65.7356
133	69.4317	65.2110
134	68.9433	64.6813
135	68.4502	64.1468
136	67.9635	63.6183
137	67.4723	63.0850
138	66.9876	62.5578
139	66.4983	62.0257
140	66.0044	61.4886
141	65.5170	60.9578
142	65.0250	60.4220
143	64.5285	59.8812
1991		
144	64.0384	59.3467
145	63.5405	58.8039
146	63.0348	58.2529
147	62.5210	57.6936
148	62.0147	57.1413
149	61.5004	56.5807
150	60.9935	56.0271
151	60.4786	55.4652
152	59.9557	54.8949
153	59.4402	54.3316
154	58.9165	53.7598
155	58.3848	53.1795
1992		
156	57.8603	52.6060
157	57.3275	52.0239
158	56.7864	51.4331
159	56.2368	50.8334
160	55.6965	50.2425
161	55.1477	49.6429
162	54.6082	49.0521
163	54.0604	48.4525
164	53.5040	47.8440
165	52.9569	47.2443

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
166	52.4012 %	46.6357 %
167	51.8370	46.0182
1993		
168	51.2820	45.4093
169	50.7182	44.7913
170	50.1461	44.1646
171	49.5722	43.5356
172	49.0005	42.9083
173	48.4230	42.2749
174	47.8520	41.6475
175	47.2722	41.0109
176	46.6891	40.3705
177	46.1100	39.7336
178	45.5231	39.0885
179	44.9344	38.4411
1994		
180	44.3469	37.7945
181	43.7544	37.1424
182	43.1600	36.4879
183	42.5638	35.8311
184	41.9657	35.1720
185	41.3657	34.5105
186	40.7638	33.8466
187	40.1600	33.1803
188	39.5542	32.5116
189	38.9465	31.8404
190	38.3369	31.1667
191	37.7252	30.4906
1995		
192	37.1116	29.8120
193	36.4947	29.1296
194	35.8747	28.4435
195	35.2513	27.7536
196	34.6247	27.0599
197	33.9948	26.3624
198	33.3694	25.6688
199	32.7365	24.9672
200	32.0965	24.2579
201	31.4687	23.5604
202	30.8335	22.8548
203	30.1905	22.1410

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1996		
204	29.5605 %	21.4395%
205	28.9245	20.7315
206	28.2824	20.0168
207	27.6342	19.2954
208	27.0021	18.5896
209	26.3640	17.8772
210	25.7422	17.1804
211	25.1145	16.4772
212	24.4809	15.7675
213	23.8636	15.0735
214	23.2405	14.3731
215	22.6117	13.6663
1997		
216	20.0000	0.0000

and thereafter

(a) Casualty Values and Termination Values are expressed as a percentage of Lessor's Cost. Such percentages have been computed without regard to recapture of Investment Credit. Consequently, such percentages applicable on the Interim Rent Date or any Basic Rent Date where a Casualty Value and Termination Value shall be payable with respect to an Event of Loss or Termination Date occurring before the third, fifth or seventh anniversary of the date of acceptance set forth in the Certificate of Acceptance for such Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of this Lease, Casualty Values and Termination Values payable on such dates shall be determined on the basis of the sum of such percentages:

<u>Anniversary of the Date of Acceptance</u>	<u>Percentage of Lessor's Cost To be Added to the Foregoing Percentage</u>
Third	19.6079
Fifth	13.0719
Seventh	6.5360

(b) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values will be adjusted accordingly.

Interest Payment Dates: The fifteenth day of each month

Principal Payment Dates: The fifteenth day of each month

Long-Term Debt
Rate Commencement Date: April 17, 1978, January 31, 1979
August 15, 1978,
November 30, 1978,

First Interest
Payment Date: January 15, 1979

First Principal
Payment Date: February 15, 1979

Last Principal
Payment Date: January 15, 1997

Rate of Interest on Overdue Payments
of Principal, Premium and Interest: One percent in excess of the Long-
Term Debt Rate.

Name and Address of
Related Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Related
Beneficiary's Counsel: Michael J. Keller, Esq.

Modifications of
Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

AUTHORIZATION AND DIRECTION
Under And Pursuant To The
MASTER TRUST AGREEMENT
Dated as of October 1, 1976

between
ITEL CAPITAL SERVICES CORPORATION, as Trustor and Agent,
and FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but solely
as OWNER TRUSTEE

Pursuant to Section 1.02 of the Master Trust Agreement and subject to the terms and provisions thereof, the Trustor and the undersigned Related Beneficiary hereby deliver to the Owner Trustee this Authorization and Direction with respect to the creation of a Trust thereunder, which Trust shall be identified by the date of this Authorization and Direction and shall be designated as follows:

Designation of Trust: Soltex Polymer Corporation
(1978) Equipment Trust No. 1

Pursuant to paragraph (b) of Section 1.02 of the Master Trust Agreement, the Owner Trustee is hereby advised that the documents or terms referred to therein are hereby identified as follows:

Related Lessee: Soltex Polymer Corporation

Related Participation Agreement: Dated as of January 10, 1978

Related Supplement: Supplement No . 245 , dated as
of January 10, 1978

Related Lease: Dated as of January 10, 1978

Groups of Equipment
(as defined in the
Related Participation Agreement): 1A and 1B

The respective interest of each of the undersigned Related Beneficiaries in the Related Trust Estate is as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

Profits, losses, deductions, and credits attributable to Itel Capital Services Corporation's brokerage fees charged to the Trust for arranging the financing of the Leased Equipment shall, to the extent permitted by law, be allocated to each of the undersigned Related Beneficiaries as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

AMENDMENT AGREEMENT NUMBER TWO

TO

SOLTEX POLYMER CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of January 10, 1978)

THIS AMENDMENT AGREEMENT NUMBER TWO to Equipment Lease Financing Transaction is entered into as of November 1, 1978, by and among the undersigned.

RECITALS

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

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

1. Definitions

1.1 Parties

- (a) Owner Trustee: First Security Bank of Utah, N.A. not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 with Itel Capital Services Corporation
- (b) Lessee: Soltex Polymer Corporation
- (c) Beneficiary: Dial Leasing Corporaton
- (d) Interim Lender and Long-Term Lender: Lease Investments Trust

(e) Trustee: United States Trust
Company of New York

(f) New Long-Term
Lender: The Ohio National Life
Insurance Company

1.2 Agreements

(a) Participation
Agreement: Participation Agreement
dated as of January 10,
1978 by and among the Owner
Trustee as Lessor, the
Trustee, the Beneficiary,
the Interim Lender, the
Long-Term Lender and the
Lessee, amended and re-
stated as of March 15,
1978, among the above-
listed parties and The Ohio
National Life Insurance
Company

(b) Trust Agreement: Master Trust Agreement
dated as of October 1, 1976
by and between the Owner
Trustee and the Agent

(c) Trust Indenture: Trust Indenture dated as of
October 1, 1976 by and
between the Owner Trustee
and the Trustee

(d) Supplemental
Indenture: Supplemental Indenture
dated as of January 10,
1978 by and between the
Owner Trustee and the
Trustee, amended and re-
stated as of March 15, 1978

(e) Lease: Equipment Lease dated as of
January 10, 1978 by and
between the Owner Trustee,
as lessor, and the Lessee

(f) Authorization
and Direction: Authorization and Direction
dated as of January 10,
1978 between ITEL Capital
Services Corporation, as
Trustor and Agent, and
First Security Bank of
Utah, N.A., not in its in-
dividual capacity, but
solely as Owner Trustee

2. Amendments to the Participation Agreement

2.1. Exhibit A, Pages 1 and 2, to the Participation Agreement are hereby deleted in their entirety and Exhibit A, Pages 1 and 2 to the Participation Agreement attached hereto are inserted in lieu thereof.

2.2. Exhibit B, Pages 1, 2 and 3, to the Participation Agreement are hereby deleted in their entirety and Exhibit B, Pages 1, 2 and 3 to the Participation Agreement attached hereto are inserted in lieu thereof.

3. Amendments to the Lease

3.1. Exhibit A, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit A, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.2. Exhibit B, Page 1, to the Lease is hereby deleted in its entirety and Exhibit B, Page 1, to the Lease attached hereto is inserted in lieu thereof.

3.3. Exhibit C, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit C, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.4. Exhibit D to the Lease is hereby amended by deleting Page 1 thereto in its entirety and adding Exhibit D, Page 1 attached hereto in lieu thereof, and by adding thereto Exhibit D, Pages 7, 8, 9, 10, 11 and 12 attached hereto.

4. Amendments to the Supplemental Indenture

4.1. Exhibit A, Page 2, of the Supplemental Indenture is hereby deleted in its entirety and Exhibit A, Page 2, of the Supplemental Indenture attached hereto is inserted in lieu thereof.

5. Amendments to the Authorization and Direction

5.1 Page 1 of the Authorization and Direction is hereby deleted in its entirety and Page 1 of the Authorization and Direction attached hereto is substituted in lieu thereof.

6. Effective Date

6.1. This Amendment is effective upon execution hereof.

7. Remainder of Agreements

7.1. Except as expressly amended hereby, the Participation Agreement, the Lease, the Supplemental Indenture and the Authorization and Direction shall remain in full force and effect in all other respects.

8. Counterparts

8.1. This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER TWO is executed on the dates indicated below.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October
1, 1976 between it and Itel Capital
Services Corporation, as Owner
Trustee

(Corporate Seal)
Attest:

By _____
(Authorized Officer)
_____, 19__

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee, as
Trustee

(Corporate Seal)
Attest:

Thomas B. Ziegler
Ass't. SECRETARY

By [Signature]
Ass't. (Vice President)
JAN 30 1979
_____, 19__

DIAL LEASING CORPORATION,
as Beneficiary

(Corporate Seal)
Attest:

By _____
_____, 19__

LEASE INVESTMENTS TRUST, as Interim
Lender and Long-Term Lender

Attest:

By _____
not in his individual capacity but
solely as trustee pursuant to a Trust
Agreement dated October 2, 1975
_____, 19__

SOLTEX POLYMER CORPORATION, as Lessee

(Corporate Seal)
Attest:

By _____

_____, 19 ____

THE OHIO NATIONAL LIFE INSURANCE
COMPANY, as New Long-Term Lender

(Corporate Seal)
Attest:

By _____

_____, 19 ____

STATE OF UTAH ,)
)
COUNTY OF SALT LAKE,)

On this the _____ day of _____, 19__ before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF NEW YORK,)
)
COUNTY OF NEW YORK,)

On this the 30 day of Jan, 1979 before me personally appeared GEORGE BOSWELL, to me personally known, who, being by me duly sworn, says that he is a Assistant Vice President of United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees ~~Directors~~, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Christine C. Collins

Notary Public

(Notarial Seal)

My commission expires

March 30, 1980

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 31-4624735
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1980

STATE OF TEXAS,)
)
COUNTY OF HARRIS,)

On this the day of , 19__ , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of Soltex Polymer Corporation, that one of the seals affixed to the foregoing instrument is the 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.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF OHIO,)
)
COUNTY OF HAMILTON,)

On this the day of , 19__ , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of The Ohio National Life Insurance Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Notary Public

(Notarial Seal)

My Commission expires

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description</u>	<u>Estimated Lessor's Cost (Per Item)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Designation LO	\$44,000

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such Item:

<u>Date of Acceptance set forth in the Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

SOLTEX POLYMER CORPORATION

(1978) Equipment Trust No. 1

(Group IA and IB Equipment)

Date of Participation Agreement: As of January 10, 1978

Notes: Series 1 Notes will be issued
by the Owner Trustee under a Supplement
dated the date hereof.

Cut-Off Date: Group IA December 31, 1978 Group IB January 31, 1979

Lessee: Soltex Polymer Corporation
3333 Richmond Avenue
Houston, Texas 77027
Attention: Rene H. Degreve

Long-Term Lender: The Ohio National Life Insurance Company
P.O. Box 237
Cincinnati, Ohio 45201
Attention: Securities Division

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Interim Debt Rate:

All Notes of Series 1 shall bear interest from and including their respective dates of issuance to but excluding the applicable Take-Out Date at a rate of interest equal to the greater of (i) the Long-Term Debt Rate or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings) from time to time in effect, based upon a 360-day year and actual days elapsed.

Long-Term Debt Rate:

9.5% per annum

Investment Percentage/
Loan Percentage:

<u>Loan Percentage</u>	<u>Investment Percentage</u>
----------------------------	----------------------------------

Group 1A & 1B:

71.6608%	28.3392%
----------	----------

Pro Rata
Investment Share:

Beneficiary

Pro Rata
Investment Share

Dial Leasing Corporation

100%

Pro Rata
Loan Share:

Long-Term
Lender

Pro Rata
Loan Share

The Ohio National Life
Insurance Company

100%

Take-Out Dates:

Any such Take-Out Date	April 17, 1978	January 31, 1979
may be delayed by 30	August 15, 1978	
days upon consent of	November 30, 1978	
the parties to the		
Participation Agreement.		

Lessee's Counsel:

E. J. Buckingham, III, Esq.
Soltex Polymer Corporation
333 Richmond Avenue
Houston, Texas 77027

Maximum Loan Commitment,
Maximum Investment Commitment
and Maximum Financing Cost:

<u>Maximum Loan Commitment</u>	<u>Maximum Investment Commitment*</u>	<u>Maximum Financing Cost</u>
\$1,734,191.36	\$685,808.64	\$2,420,000.00

*Subject to adjustment pursuant to the provisions of Section 3(b).

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description (c)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Designation LO
55	Lithcote Company		Devoe Internal Protective Coating System for the above-described Center Flow Covered Hopper Cars

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such item:

<u>Date of Acceptance</u> set forth in <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the sub-designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

(c) Each Devoe Internal Protective Coating System ("Lining") referred to herein shall be deemed to constitute a separate Item of Equipment solely for purposes of acceptance and funding thereof. For all other purposes under this Lease, the Participation Agreement, the Indenture and each Supplement, each Lining and its respective Hopper Car shall constitute but a single Item of Equipment.

CERTIFICATE OF ACCEPTANCE NO. ___

under

Equipment Lease dated as of January 10, 1978 (the Lease) between FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 between it and Itel Capital Services Corporation as lessor (the Lessor) and SOLTEX POLYMER CORPORATION, as lessee (the Lessee).

1. Items of Equipment

The Lessee hereby certifies that the Items of Equipment set forth and described in Schedule 1 hereto (which Schedule includes the amount of the Lessor's Cost of each such Item), constituting Items of Equipment of the Group of Equipment indicated below, have been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and accepted as Items of Leased Equipment under the Lease, all on the date indicated below:

Group of Equipment:

Location of Items of Equipment:

Date of Acceptance:

EXHIBIT C

Groups of Equipment 1A and 1B
(18-year Basic Lease Term)

Date of Lease: As of January 10, 1978

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Daily Lease Rate Factor: 1/360 of the higher of (i) the applicable Long-Term Debt Rate set forth in the Participation Agreement or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings)

Rent Commencement Date: The Closing Date on which the applicable Item shall have been paid for by the Lessor

Basic Rent Dates: The fifteenth day of each month

	<u>Groups of Equipment</u>	
	<u>Group 1A</u>	<u>Group 1B</u>
<u>Expiration Date:</u>	January 15, 1997	January 15, 1997
<u>First Delivery Date:</u>	February 1, 1978	January 1, 1979
<u>Final Delivery Date:</u>	December 31, 1978	January 31, 1979
<u>Interim Rent Date:</u>	January 15, 1979	January 15, 1979
<u>First Basic Rent Date:</u>	February 15, 1979	February 15, 1979
<u>Last Basic Rent Date:</u>	January 15, 1997	January 15, 1997

First Termination Date: January 15, 1994

Basic Lease Rate Factor: Group 1A Group 1B
0.7320% 0.7944%

Overdue Rate: One per cent in excess of the applicable Long-Term Debt Rate set forth in the Participation Agreement.

Lease Extension Periods: A maximum of 4 periods of 2 years each.

Equipment Marking: FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee: Lessor and Owner; UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity, but solely as trustee: Secured Party and Lienholder.

Return of Equipment: The Lessee shall, at its own expense, return each Item of Leased Equipment to the Lessor at such location, within a radius of 1,000 miles of the point of delivery of such Item, as the Lessor shall select.

Investment Credit: 10%

Depreciable Life: A 12-year depreciable life pursuant to section 167(m) of the Code for an asset described in Asset Guideline Class No. 00.25.

Depreciation Method: Double declining balance method switching to the sum-of-the-years digits method without the prior consent of the Commissioner of Internal Revenue utilizing either the "modified half-year" or "half-year"

EXHIBIT D
Group 1A Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
Interim Rent Date	89.6732	
1	89.8965	
2	90.1224	
3	90.3509	
4	90.5515	
5	90.7544	
6	90.9292	
7	91.1061	
8	91.2850	
9	91.4357	
10	91.5881	
11	91.7425	
12	91.8682	
13	91.9955	
14	92.1245	
15	92.2552	
16	92.3580	
17	92.4622	
18	92.5384	
19	92.6157	
20	92.6942	
21	92.7444	
22	92.7954	
23	92.8474	
24	92.8707	
25	92.8947	
26	92.9194	
27	92.9446	
28	92.9450	
29	92.9458	
30	92.9214	
31	92.8971	
32	92.8730	
33	92.8235	
34	92.7739	
35	92.7243	
36	92.6490	
37	92.5733	
38	92.4974	
39	92.4211	
40	92.3228	

EXHIBIT D
Group 1B Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1979		
0	88.2129 %	%
1	88.6657	
2	89.1231	
3	89.5850	
4	89.9850	
5	90.3889	
6	90.7304	
7	91.0752	
8	91.4235	
9	91.7086	
10	91.9965	
11	92.2873	
1980		
12	92.5143	
13	92.7436	
14	92.9750	
15	93.2087	
16	93.4131	
17	93.6195	
18	93.7963	
19	93.9749	
20	94.1551	
21	94.3055	
22	94.4572	
23	94.6105	
1981		
24	94.7336	
25	94.8579	
26	94.9834	
27	95.1099	
28	95.2119	
29	95.3147	
30	95.3926	
31	95.4712	
32	95.5504	
33	95.6046	
34	95.6591	
35	95.7141	
1982		
36	95.7437	
37	95.7735	

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
38	95.8035	
39	95.8337 %	%
40	95.8420	
41	95.8504	
42	95.8366	
43	95.8227	
44	95.8085	
45	95.7720	
46	95.7350	
47	95.6976	
1983		
48	95.6377	
49	95.5770	
50	95.5157	
51	95.4537	
52	95.3727	
53	95.2909	
54	95.1900	
55	95.0880	
56	94.9848	
57	94.8624	
58	94.7387	
59	94.6136	
1984		
60	94.4691	92.5228
61	94.3230	92.3535
62	94.1753	92.1826
63	94.0261	92.0099
64	93.8611	91.8212
65	93.6943	91.6305
66	93.5116	91.4237
67	93.3270	91.2148
68	93.1404	91.0038
69	92.9377	90.7765
70	92.7328	90.5468
71	92.5259	90.3148
1985		
72	92.3026	90.0663
73	92.0770	89.8152
74	91.8490	89.5616
75	91.6187	89.3055
76	91.3759	89.0366
77	91.1305	88.7650
78	90.8724	88.4804
79	90.6117	88.1930
80	90.3483	87.9028
81	90.0720	87.5994
82	89.7929	87.2930
83	89.5110	86.9836

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1986		
84	89.2160 %	86.6608 %
85	88.9180	86.3348
86	88.6170	86.0057
87	88.3129	85.6732
88	87.9997	85.3313
89	87.6833	84.9861
90	87.3575	84.6313
91	87.0285	84.2729
92	86.6962	83.9111
93	86.3544	83.5395
94	86.0092	83.1643
95	85.6605	82.7854
1987		
96	85.3022	82.3966
97	84.9404	82.0040
98	84.5749	81.6076
99	84.2058	81.2072
100	83.8311	80.8010
101	83.4526	80.3909
102	83.0684	79.9747
103	82.6804	79.5545
104	82.2886	79.1302
105	81.8909	78.6997
106	81.4893	78.2651
107	81.0837	77.8263
1988		
108	80.6721	77.3812
109	80.2576	76.9329
110	79.8402	76.4815
111	79.4201	76.0270
112	78.9971	75.5694
113	78.5712	75.1087
114	78.1425	74.6449
115	77.7109	74.1778
116	77.2764	73.7076
117	76.8389	73.2341
118	76.3984	72.7574
119	75.9549	72.2774
1989		
120	75.5085	71.7940
121	75.0590	71.3074
122	74.6064	70.8174
123	74.1507	70.3240
124	73.6919	69.8272
125	73.2300	69.3270

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
126	72.7649 %	68.8232 %
127	72.2967	68.3160
128	71.8252	67.8053
129	71.3529	67.2935
130	70.8761	66.7769
131	70.3949	66.2554
1990		
132	69.9156	65.7356
133	69.4317	65.2110
134	68.9433	64.6813
135	68.4502	64.1468
136	67.9635	63.6183
137	67.4723	63.0850
138	66.9876	62.5578
139	66.4983	62.0257
140	66.0044	61.4886
141	65.5170	60.9578
142	65.0250	60.4220
143	64.5285	59.8812
1991		
144	64.0384	59.3467
145	63.5405	58.8039
146	63.0348	58.2529
147	62.5210	57.6936
148	62.0147	57.1413
149	61.5004	56.5807
150	60.9935	56.0271
151	60.4786	55.4652
152	59.9557	54.8949
153	59.4402	54.3316
154	58.9165	53.7598
155	58.3848	53.1795
1992		
156	57.8603	52.6060
157	57.3275	52.0239
158	56.7864	51.4331
159	56.2368	50.8334
160	55.6965	50.2425
161	55.1477	49.6429
162	54.6082	49.0521
163	54.0604	48.4525
164	53.5040	47.8440
165	52.9569	47.2443

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
166	52.4012 %	46.6357 %
167	51.8370	46.0182
1993		
168	51.2820	45.4093
169	50.7182	44.7913
170	50.1461	44.1646
171	49.5722	43.5356
172	49.0005	42.9083
173	48.4230	42.2749
174	47.8520	41.6475
175	47.2722	41.0109
176	46.6891	40.3705
177	46.1100	39.7336
178	45.5231	39.0885
179	44.9344	38.4411
1994		
180	44.3469	37.7945
181	43.7544	37.1424
182	43.1600	36.4879
183	42.5638	35.8311
184	41.9657	35.1720
185	41.3657	34.5105
186	40.7638	33.8466
187	40.1600	33.1803
188	39.5542	32.5116
189	38.9465	31.8404
190	38.3369	31.1667
191	37.7252	30.4906
1995		
192	37.1116	29.8120
193	36.4947	29.1296
194	35.8747	28.4435
195	35.2513	27.7536
196	34.6247	27.0599
197	33.9948	26.3624
198	33.3694	25.6688
199	32.7365	24.9672
200	32.0965	24.2579
201	31.4687	23.5604
202	30.8335	22.8548
203	30.1905	22.1410

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1996		
204	29.5605 %	21.4395 %
205	28.9245	20.7315
206	28.2824	20.0168
207	27.6342	19.2954
208	27.0021	18.5896
209	26.3640	17.8772
210	25.7422	17.1804
211	25.1145	16.4772
212	24.4809	15.7675
213	23.8636	15.0735
214	23.2405	14.3731
215	22.6117	13.6663
1997		
216	20.0000	0.0000

and thereafter

(a) Casualty Values and Termination Values are expressed as a percentage of Lessor's Cost. Such percentages have been computed without regard to recapture of Investment Credit. Consequently, such percentages applicable on the Interim Rent Date or any Basic Rent Date where a Casualty Value and Termination Value shall be payable with respect to an Event of Loss or Termination Date occurring before the third, fifth or seventh anniversary of the date of acceptance set forth in the Certificate of Acceptance for such Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of this Lease, Casualty Values and Termination Values payable on such dates shall be determined on the basis of the sum of such percentages:

<u>Anniversary of the Date of Acceptance</u>	<u>Percentage of Lessor's Cost To be Added to the Foregoing Percentage</u>
Third	19.6079
Fifth	13.0719
Seventh	6.5360

(b) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values will be adjusted accordingly.

Interest Payment Dates: The fifteenth day of each month

Principal Payment Dates: The fifteenth day of each month

Long-Term Debt

Rate Commencement Date: April 17, 1978, January 31, 1979
August 15, 1978,
November 30, 1978,

First Interest

Payment Date: January 15, 1979

First Principal

Payment Date: February 15, 1979

Last Principal

Payment Date: January 15, 1997

Rate of Interest on Overdue Payments
of Principal, Premium and Interest:

One percent in excess of the Long-
Term Debt Rate.

Name and Address of
Related Beneficiary:

Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Related

Beneficiary's Counsel: Michael J. Keller, Esq.

Modifications of
Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

AUTHORIZATION AND DIRECTION
Under And Pursuant To The
MASTER TRUST AGREEMENT
Dated as of October 1, 1976

between
ITEL CAPITAL SERVICES CORPORATION, as Trustor and Agent,
and FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but solely
as OWNER TRUSTEE

Pursuant to Section 1.02 of the Master Trust Agreement and subject to the terms and provisions thereof, the Trustor and the undersigned Related Beneficiary hereby deliver to the Owner Trustee this Authorization and Direction with respect to the creation of a Trust thereunder, which Trust shall be identified by the date of this Authorization and Direction and shall be designated as follows:

Designation of Trust: Soltex Polymer Corporation
(1978) Equipment Trust No. 1

Pursuant to paragraph (b) of Section 1.02 of the Master Trust Agreement, the Owner Trustee is hereby advised that the documents or terms referred to therein are hereby identified as follows:

Related Lessee: Soltex Polymer Corporation

Related Participation Agreement: Dated as of January 10, 1978

Related Supplement: Supplement No. 245, dated as
of January 10, 1978

Related Lease: Dated as of January 10, 1978

Groups of Equipment
(as defined in the
Related Participation Agreement): 1A and 1B

The respective interest of each of the undersigned Related Beneficiaries in the Related Trust Estate is as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

Profits, losses, deductions, and credits attributable to Itel Capital Services Corporation's brokerage fees charged to the Trust for arranging the financing of the Leased Equipment shall, to the extent permitted by law, be allocated to each of the undersigned Related Beneficiaries as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

AMENDMENT AGREEMENT NUMBER TWO

TO

SOLTEX POLYMER CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of January 10, 1978)

THIS AMENDMENT AGREEMENT NUMBER TWO to Equipment Lease Financing Transaction is entered into as of November 1, 1978, by and among the undersigned.

RECITALS

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

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

1. Definitions

1.1 Parties

- (a) Owner Trustee: First Security Bank of Utah, N.A. not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 with IteL Capital Services Corporation
- (b) Lessee: Soltex Polymer Corporation
- (c) Beneficiary: Dial Leasing Corporaton
- (d) Interim Lender and Long-Term Lender: Lease Investments Trust

(e) Trustee: United States Trust
Company of New York

(f) New Long-Term
Lender: The Ohio National Life
Insurance Company

1.2 Agreements

(a) Participation
Agreement: Participation Agreement
dated as of January 10,
1978 by and among the Owner
Trustee as Lessor, the
Trustee, the Beneficiary,
the Interim Lender, the
Long-Term Lender and the
Lessee, amended and re-
stated as of March 15,
1978, among the above-
listed parties and The Ohio
National Life Insurance
Company

(b) Trust Agreement: Master Trust Agreement
dated as of October 1, 1976
by and between the Owner
Trustee and the Agent

(c) Trust Indenture: Trust Indenture dated as of
October 1, 1976 by and
between the Owner Trustee
and the Trustee

(d) Supplemental
Indenture: Supplemental Indenture
dated as of January 10,
1978 by and between the
Owner Trustee and the
Trustee, amended and re-
stated as of March 15, 1978

(e) Lease: Equipment Lease dated as of
January 10, 1978 by and
between the Owner Trustee,
as lessor, and the Lessee

(f) Authorization
and Direction: Authorization and Direction
dated as of January 10,
1978 between Itel Capital
Services Corporation, as
Trustor and Agent, and
First Security Bank of
Utah, N.A., not in its in-
dividual capacity, but
solely as Owner Trustee

2. Amendments to the Participation Agreement

2.1. Exhibit A, Pages 1 and 2, to the Participation Agreement are hereby deleted in their entirety and Exhibit A, Pages 1 and 2 to the Participation Agreement attached hereto are inserted in lieu thereof.

2.2. Exhibit B, Pages 1, 2 and 3, to the Participation Agreement are hereby deleted in their entirety and Exhibit B, Pages 1, 2 and 3 to the Participation Agreement attached hereto are inserted in lieu thereof.

3. Amendments to the Lease

3.1. Exhibit A, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit A, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.2. Exhibit B, Page 1, to the Lease is hereby deleted in its entirety and Exhibit B, Page 1, to the Lease attached hereto is inserted in lieu thereof.

3.3. Exhibit C, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit C, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.4. Exhibit D to the Lease is hereby amended by deleting Page 1 thereto in its entirety and adding Exhibit D, Page 1 attached hereto in lieu thereof, and by adding thereto Exhibit D, Pages 7, 8, 9, 10, 11 and 12 attached hereto.

4. Amendments to the Supplemental Indenture

4.1. Exhibit A, Page 2, of the Supplemental Indenture is hereby deleted in its entirety and Exhibit A, Page 2, of the Supplemental Indenture attached hereto is inserted in lieu thereof.

5. Amendments to the Authorization and Direction

5.1 Page 1 of the Authorization and Direction is hereby deleted in its entirety and Page 1 of the Authorization and Direction attached hereto is substituted in lieu thereof.

6. Effective Date

6.1. This Amendment is effective upon execution hereof.

7. Remainder of Agreements

7.1. Except as expressly amended hereby, the Participation Agreement, the Lease, the Supplemental Indenture and the Authorization and Direction shall remain in full force and effect in all other respects.

8. Counterparts

8.1. This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER TWO is executed on the dates indicated below.

(Corporate Seal)
Attest:

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October
1, 1976 between it and Itel Capital
Services Corporation, as Owner
Trustee

By _____
(Authorized Officer)
_____, 19__

(Corporate Seal)
Attest:

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee, as
Trustee

By _____
(Vice President)
_____, 19__

(Corporate Seal)
Attest:

Enabel Annis Fisher

Attest:

DIAL LEASING CORPORATION,
as Beneficiary

By *William J. Kramer*
January 3, 1979

LEASE INVESTMENTS TRUST, as Interim
Lender and Long-Term Lender

By _____
not in his individual capacity but
solely as trustee pursuant to a Trust
Agreement dated October 2, 1975

_____, 19__

SOLTEX POLYMER CORPORATION, as Lessee

(Corporate Seal)
Attest:

By _____

_____, 19__

THE OHIO NATIONAL LIFE INSURANCE
COMPANY, as New Long-Term Lender

(Corporate Seal)
Attest:

By _____

_____, 19__

STATE OF UTAH ,)
)
COUNTY OF SALT LAKE,)

On this the _____ day of _____, 19__ before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.

Notary Public

(Notarial Seal)

My Commission expires _____

STATE OF NEW YORK,)
)
COUNTY OF NEW YORK,)

On this the _____ day of _____, 19__ before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Notary Public

(Notarial Seal)

My commission expires _____

STATE OF TEXAS,)
)
COUNTY OF HARRIS,)

On this the day of , 19__ , before me personally
appeared , to me personally known, who, being by me
duly sworn, says that he is a of Soltex Polymer
Corporation, that one of the seals affixed to the foregoing instrument
is the 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.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF OHIO,)
)
COUNTY OF HAMILTON,)

On this the day of , 19__ , before me
personally appeared , to me personally known, who,
being by me duly sworn, says that he is a of The
Ohio National Life Insurance Company, that one of the seals affixed to
the foregoing instrument is the corporate seal of said corporation and
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.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF IOWA,)
)
COUNTY OF POLK,)

On this the 3rd day of January, 1979, before me personally appeared William F. Kramer, to me personally known, who, being by me duly sworn, says that he is a President of Dial Leasing Corporation, that one of the seals affixed to the foregoing instrument is the 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.

Shabel Anne Fisher
Notary Public

(Notarial Seal)

My Commission expires 9-30-81

STATE OF CALIFORNIA,)
)
COUNTY OF SAN FRANCISCO,)

On this the _____ day of _____, 19__, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a trustee of Lease Investments Trust, that said instrument was signed and sealed on behalf of said Trust 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 Trust.

Notary Public

(Notarial Seal)

My Commission expires

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description</u>	<u>Estimated Lessor's Cost (Per Item)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Design- ation LO	\$44,000

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such Item:

<u>Date of Acceptance</u> set forth in the <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

SOLTEX POLYMER CORPORATION
(1978) Equipment Trust No. 1
(Group 1A and 1B Equipment)

Date of Participation Agreement: As of January 10, 1978

Notes: Series 1 Notes will be issued
by the Owner Trustee under a Supplement
dated the date hereof.

Cut-Off Date: Group 1A Group 1B
December 31, 1978 January 31, 1979

Lessee: Soltex Polymer Corporation
3333 Richmond Avenue
Houston, Texas 77027
Attention: Rene H. Degreve

Long-Term Lender: The Ohio National Life Insurance Company
P.O. Box 237
Cincinnati, Ohio 45201
Attention: Securities Division

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Take-Out Dates:

Any such Take-Out Date
may be delayed by 30
days upon consent of
the parties to the
Participation Agreement.

April 17, 1978
August 15, 1978
November 30, 1978

January 31, 1979

Lessee's Counsel:

E. J. Buckingham, III, Esq.
Soltex Polymer Corporation
333 Richmond Avenue
Houston, Texas 77027

Maximum Loan Commitment,
Maximum Investment Commitment
and Maximum Financing Cost:

<u>Maximum Loan Commitment</u>	<u>Maximum Investment Commitment*</u>	<u>Maximum Financing Cost</u>
\$1,734,191.36	\$685,808.64	\$2,420,000.00

*Subject to adjustment pursuant to the provisions of Section 3(b).

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description (c)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Designation LO
55	Lithcote Company		Devoe Internal Protective Coating System for the above-described Center Flow Covered Hopper Cars

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such item:

<u>Date of Acceptance</u> set forth in <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the sub-designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

(c) Each Devoe Internal Protective Coating System ("Lining") referred to herein shall be deemed to constitute a separate Item of Equipment solely for purposes of acceptance and funding thereof. For all other purposes under this Lease, the Participation Agreement, the Indenture and each Supplement, each Lining and its respective Hopper Car shall constitute but a single Item of Equipment.

CERTIFICATE OF ACCEPTANCE NO. ____

under

Equipment Lease dated as of January 10, 1978 (the Lease) between FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 between it and IteI Capital Services Corporation as lessor (the Lessor) and SOLTEX POLYMER CORPORATION, as lessee (the Lessee).

1. Items of Equipment

The Lessee hereby certifies that the Items of Equipment set forth and described in Schedule 1 hereto (which Schedule includes the amount of the Lessor's Cost of each such Item), constituting Items of Equipment of the Group of Equipment indicated below, have been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and accepted as Items of Leased Equipment under the Lease, all on the date indicated below:

Group of Equipment:

Location of Items of Equipment:

Date of Acceptance:

EXHIBIT C

Groups of Equipment 1A and 1B
(18-year Basic Lease Term)

Date of Lease: As of January 10, 1978

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Daily Lease Rate Factor: 1/360 of the higher of (i) the applicable Long-Term Debt Rate set forth in the Participation Agreement or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings)

Rent Commencement Date: The Closing Date on which the applicable Item shall have been paid for by the Lessor

Basic Rent Dates: The fifteenth day of each month

	<u>Groups of Equipment</u>	
	<u>Group 1A</u>	<u>Group 1B</u>
<u>Expiration Date:</u>	January 15, 1997	January 15, 1997
<u>First Delivery Date:</u>	February 1, 1978	January 1, 1979
<u>Final Delivery Date:</u>	December 31, 1978	January 31, 1979
<u>Interim Rent Date:</u>	January 15, 1979	January 15, 1979
<u>First Basic Rent Date:</u>	February 15, 1979	February 15, 1979
<u>Last Basic Rent Date:</u>	January 15, 1997	January 15, 1997

First Termination Date: January 15, 1994

Basic Lease Rate Factor: Group 1A 0.7320% Group 1B 0.7944%

Overdue Rate: One per cent in excess of the applicable Long-Term Debt Rate set forth in the Participation Agreement.

Lease Extension Periods: A maximum of 4 periods of 2 years each.

Equipment Marking: FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee: Lessor and Owner; UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity, but solely as trustee: Secured Party and Lienholder.

Return of Equipment: The Lessee shall, at its own expense, return each Item of Leased Equipment to the Lessor at such location, within a radius of 1,000 miles of the point of delivery of such Item, as the Lessor shall select.

Investment Credit: 10%

Depreciable Life: A 12-year depreciable life pursuant to section 167(m) of the Code for an asset described in Asset Guideline Class No. 00.25.

Depreciation Method: Double declining balance method switching to the sum-of-the-years digits method without the prior consent of the Commissioner of Internal Revenue utilizing either the "modified half-year" or "half-year"

EXHIBIT D
Group 1A Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
Interim Rent Date	89.6732	
1	89.8965	
2	90.1224	
3	90.3509	
4	90.5515	
5	90.7544	
6	90.9292	
7	91.1061	
8	91.2850	
9	91.4357	
10	91.5881	
11	91.7425	
12	91.8682	
13	91.9955	
14	92.1245	
15	92.2552	
16	92.3580	
17	92.4622	
18	92.5384	
19	92.6157	
20	92.6942	
21	92.7444	
22	92.7954	
23	92.8474	
24	92.8707	
25	92.8947	
26	92.9194	
27	92.9446	
28	92.9450	
29	92.9458	
30	92.9214	
31	92.8971	
32	92.8730	
33	92.8235	
34	92.7739	
35	92.7243	
36	92.6490	
37	92.5733	
38	92.4974	
39	92.4211	
40	92.3228	

EXHIBIT D
Group 1B Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1979		
0	88.2129 %	%
1	88.6657	
2	89.1231	
3	89.5850	
4	89.9850	
5	90.3889	
6	90.7304	
7	91.0752	
8	91.4235	
9	91.7086	
10	91.9965	
11	92.2873	
1980		
12	92.5143	
13	92.7436	
14	92.9750	
15	93.2087	
16	93.4131	
17	93.6195	
18	93.7963	
19	93.9749	
20	94.1551	
21	94.3055	
22	94.4572	
23	94.6105	
1981		
24	94.7336	
25	94.8579	
26	94.9834	
27	95.1099	
28	95.2119	
29	95.3147	
30	95.3926	
31	95.4712	
32	95.5504	
33	95.6046	
34	95.6591	
35	95.7141	
1982		
36	95.7437	
37	95.7735	

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
38	95.8035	
39	95.8337 %	%
40	95.8420	
41	95.8504	
42	95.8366	
43	95.8227	
44	95.8085	
45	95.7720	
46	95.7350	
47	95.6976	
1983		
48	95.6377	
49	95.5770	
50	95.5157	
51	95.4537	
52	95.3727	
53	95.2909	
54	95.1900	
55	95.0880	
56	94.9848	
57	94.8624	
58	94.7387	
59	94.6136	
1984		
60	94.4691	92.5228
61	94.3230	92.3535
62	94.1753	92.1826
63	94.0261	92.0099
64	93.8611	91.8212
65	93.6943	91.6305
66	93.5116	91.4237
67	93.3270	91.2148
68	93.1404	91.0038
69	92.9377	90.7765
70	92.7328	90.5468
71	92.5259	90.3148
1985		
72	92.3026	90.0663
73	92.0770	89.8152
74	91.8490	89.5616
75	91.6187	89.3055
76	91.3759	89.0366
77	91.1305	88.7650
78	90.8724	88.4804
79	90.6117	88.1930
80	90.3483	87.9028
81	90.0720	87.5994
82	89.7929	87.2930
83	89.5110	86.9836

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1986		
84	89.2160 %	86.6608 %
85	88.9180	86.3348
86	88.6170	86.0057
87	88.3129	85.6732
88	87.9997	85.3313
89	87.6833	84.9861
90	87.3575	84.6313
91	87.0285	84.2729
92	86.6962	83.9111
93	86.3544	83.5395
94	86.0092	83.1643
95	85.6605	82.7854
1987		
96	85.3022	82.3966
97	84.9404	82.0040
98	84.5749	81.6076
99	84.2058	81.2072
100	83.8311	80.8010
101	83.4526	80.3909
102	83.0684	79.9747
103	82.6804	79.5545
104	82.2886	79.1302
105	81.8909	78.6997
106	81.4893	78.2651
107	81.0837	77.8263
1988		
108	80.6721	77.3812
109	80.2576	76.9329
110	79.8402	76.4815
111	79.4201	76.0270
112	78.9971	75.5694
113	78.5712	75.1087
114	78.1425	74.6449
115	77.7109	74.1778
116	77.2764	73.7076
117	76.8389	73.2341
118	76.3984	72.7574
119	75.9549	72.2774
1989		
120	75.5085	71.7940
121	75.0590	71.3074
122	74.6064	70.8174
123	74.1507	70.3240
124	73.6919	69.8272
125	73.2300	69.3270

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
126	72.7649 %	68.8232 %
127	72.2967	68.3160
128	71.8252	67.8053
129	71.3529	67.2935
130	70.8761	66.7769
131	70.3949	66.2554
1990		
132	69.9156	65.7356
133	69.4317	65.2110
134	68.9433	64.6813
135	68.4502	64.1468
136	67.9635	63.6183
137	67.4723	63.0850
138	66.9876	62.5578
139	66.4983	62.0257
140	66.0044	61.4886
141	65.5170	60.9578
142	65.0250	60.4220
143	64.5285	59.8812
1991		
144	64.0384	59.3467
145	63.5405	58.8039
146	63.0348	58.2529
147	62.5210	57.6936
148	62.0147	57.1413
149	61.5004	56.5807
150	60.9935	56.0271
151	60.4786	55.4652
152	59.9557	54.8949
153	59.4402	54.3316
154	58.9165	53.7598
155	58.3848	53.1795
1992		
156	57.8603	52.6060
157	57.3275	52.0239
158	56.7864	51.4331
159	56.2368	50.8334
160	55.6965	50.2425
161	55.1477	49.6429
162	54.6082	49.0521
163	54.0604	48.4525
164	53.5040	47.8440
165	52.9569	47.2443

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
166	52.4012 %	46.6357 %
167	51.8370	46.0182
1993		
168	51.2820	45.4093
169	50.7182	44.7913
170	50.1461	44.1646
171	49.5722	43.5356
172	49.0005	42.9083
173	48.4230	42.2749
174	47.8520	41.6475
175	47.2722	41.0109
176	46.6891	40.3705
177	46.1100	39.7336
178	45.5231	39.0885
179	44.9344	38.4411
1994		
180	44.3469	37.7945
181	43.7544	37.1424
182	43.1600	36.4879
183	42.5638	35.8311
184	41.9657	35.1720
185	41.3657	34.5105
186	40.7638	33.8466
187	40.1600	33.1803
188	39.5542	32.5116
189	38.9465	31.8404
190	38.3369	31.1667
191	37.7252	30.4906
1995		
192	37.1116	29.8120
193	36.4947	29.1296
194	35.8747	28.4435
195	35.2513	27.7536
196	34.6247	27.0599
197	33.9948	26.3624
198	33.3694	25.6688
199	32.7365	24.9672
200	32.0965	24.2579
201	31.4687	23.5604
202	30.8335	22.8548
203	30.1905	22.1410

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1996		
204	29.5605 %	21.4395 %
205	28.9245	20.7315
206	28.2824	20.0168
207	27.6342	19.2954
208	27.0021	18.5896
209	26.3640	17.8772
210	25.7422	17.1804
211	25.1145	16.4772
212	24.4809	15.7675
213	23.8636	15.0735
214	23.2405	14.3731
215	22.6117	13.6663
1997		
216	20.0000	0.0000

and thereafter

(a) Casualty Values and Termination Values are expressed as a percentage of Lessor's Cost. Such percentages have been computed without regard to recapture of Investment Credit. Consequently, such percentages applicable on the Interim Rent Date or any Basic Rent Date where a Casualty Value and Termination Value shall be payable with respect to an Event of Loss or Termination Date occurring before the third, fifth or seventh anniversary of the date of acceptance set forth in the Certificate of Acceptance for such Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of this Lease, Casualty Values and Termination Values payable on such dates shall be determined on the basis of the sum of such percentages:

<u>Anniversary of the Date of Acceptance</u>	<u>Percentage of Lessor's Cost To be Added to the Foregoing Percentage</u>
Third	19.6079
Fifth	13.0719
Seventh	6.5360

(b) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values will be adjusted accordingly.

Interest Payment Dates: The fifteenth day of each month

Principal Payment Dates: the fifteenth day of each month

Long-Term Debt

Rate Commencement Date: April 17, 1978, January 31, 1979
August 15, 1978,
November 30, 1978,

First Interest

Payment Date: January 15, 1979

First Principal

Payment Date: February 15, 1979

Last Principal

Payment Date: January 15, 1997

Rate of Interest on Overdue Payments
of Principal, Premium and Interest:

One percent in excess of the Long-
Term Debt Rate.

Name and Address of
Related Beneficiary:

Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Related

Beneficiary's Counsel: Michael J. Keller, Esq.

Modifications of
Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

AUTHORIZATION AND DIRECTION
Under And Pursuant To The
MASTER TRUST AGREEMENT
Dated as of October 1, 1976
between

ITEL CAPITAL SERVICES CORPORATION, as Trustor and Agent,
and FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but solely
as OWNER TRUSTEE

Pursuant to Section 1.02 of the Master Trust Agreement and subject to the terms and provisions thereof, the Trustor and the undersigned Related Beneficiary hereby deliver to the Owner Trustee this Authorization and Direction with respect to the creation of a Trust thereunder, which Trust shall be identified by the date of this Authorization and Direction and shall be designated as follows:

Designation of Trust: Soltex Polymer Corporation
(1978) Equipment Trust No. 1

Pursuant to paragraph (b) of Section 1.02 of the Master Trust Agreement, the Owner Trustee is hereby advised that the documents or terms referred to therein are hereby identified as follows:

Related Lessee: Soltex Polymer Corporation

Related Participation Agreement: Dated as of January 10, 1978

Related Supplement: Supplement No . 245 , dated as
of January 10, 1978

Related Lease: Dated as of January 10, 1978

Groups of Equipment
(as defined in the
Related Participation Agreement): 1A and 1B

The respective interest of each of the undersigned Related Beneficiaries in the Related Trust Estate is as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

Profits, losses, deductions, and credits attributable to Itel Capital Services Corporation's brokerage fees charged to the Trust for arranging the financing of the Leased Equipment shall, to the extent permitted by law, be allocated to each of the undersigned Related Beneficiaries as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

AMENDMENT AGREEMENT NUMBER TWO

TO

SOLTEX POLYMER CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of January 10, 1978)

THIS AMENDMENT AGREEMENT NUMBER TWO to Equipment Lease Financing Transaction is entered into as of November 1, 1978, by and among the undersigned.

RECITALS

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

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

1. Definitions

1.1 Parties

- (a) Owner Trustee: First Security Bank of Utah, N.A. not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 with Itel Capital Services Corporation
- (b) Lessee: Soltex Polymer Corporation
- (c) Beneficiary: Dial Leasing Corporaton
- (d) Interim Lender and Long-Term Lender: Lease Investments Trust

(e) Trustee: United States Trust
Company of New York

(f) New Long-Term
Lender: The Ohio National Life
Insurance Company

1.2 Agreements

(a) Participation
Agreement: Participation Agreement
dated as of January 10,
1978 by and among the Owner
Trustee as Lessor, the
Trustee, the Beneficiary,
the Interim Lender, the
Long-Term Lender and the
Lessee, amended and re-
stated as of March 15,
1978, among the above-
listed parties and The Ohio
National Life Insurance
Company

(b) Trust Agreement: Master Trust Agreement
dated as of October 1, 1976
by and between the Owner
Trustee and the Agent

(c) Trust Indenture: Trust Indenture dated as of
October 1, 1976 by and
between the Owner Trustee
and the Trustee

(d) Supplemental
Indenture: Supplemental Indenture
dated as of January 10,
1978 by and between the
Owner Trustee and the
Trustee, amended and re-
stated as of March 15, 1978

(e) Lease: Equipment Lease dated as of
January 10, 1978 by and
between the Owner Trustee,
as lessor, and the Lessee

(f) Authorization
and Direction: Authorization and Direction
dated as of January 10,
1978 between Itel Capital
Services Corporation, as
Trustor and Agent, and
First Security Bank of
Utah, N.A., not in its in-
dividual capacity, but
solely as Owner Trustee

2. Amendments to the Participation Agreement

2.1. Exhibit A, Pages 1 and 2, to the Participation Agreement are hereby deleted in their entirety and Exhibit A, Pages 1 and 2 to the Participation Agreement attached hereto are inserted in lieu thereof.

2.2. Exhibit B, Pages 1, 2 and 3, to the Participation Agreement are hereby deleted in their entirety and Exhibit B, Pages 1, 2 and 3 to the Participation Agreement attached hereto are inserted in lieu thereof.

3. Amendments to the Lease

3.1. Exhibit A, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit A, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.2. Exhibit B, Page 1, to the Lease is hereby deleted in its entirety and Exhibit B, Page 1, to the Lease attached hereto is inserted in lieu thereof.

3.3. Exhibit C, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit C, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.4. Exhibit D to the Lease is hereby amended by deleting Page 1 thereto in its entirety and adding Exhibit D, Page 1 attached hereto in lieu thereof, and by adding thereto Exhibit D, Pages 7, 8, 9, 10, 11 and 12 attached hereto.

4. Amendments to the Supplemental Indenture

4.1. Exhibit A, Page 2, of the Supplemental Indenture is hereby deleted in its entirety and Exhibit A, Page 2, of the Supplemental Indenture attached hereto is inserted in lieu thereof.

5. Amendments to the Authorization and Direction

5.1 Page 1 of the Authorization and Direction is hereby deleted in its entirety and Page 1 of the Authorization and Direction attached hereto is substituted in lieu thereof.

6. Effective Date

6.1. This Amendment is effective upon execution hereof.

7. Remainder of Agreements

7.1. Except as expressly amended hereby, the Participation Agreement, the Lease, the Supplemental Indenture and the Authorization and Direction shall remain in full force and effect in all other respects.

8. Counterparts

8.1. This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER TWO is executed on the dates indicated below.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October
1, 1976 between it and Itel Capital
Services Corporation, as Owner
Trustee

(Corporate Seal)
Attest:

By _____
(Authorized Officer)
_____, 19__

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee, as
Trustee

(Corporate Seal)
Attest:

By _____
(Vice President)
_____, 19__

DIAL LEASING CORPORATION,
as Beneficiary

(Corporate Seal)
Attest:

By _____
_____, 19__

LEASE INVESTMENTS TRUST, as Interim
Lender and Long-Term Lender

Attest:

By _____
not in his individual capacity but
solely as trustee pursuant to a Trust
Agreement dated October 2, 1975

_____, 19__

SOLTEX POLYMER CORPORATION, as Lessee

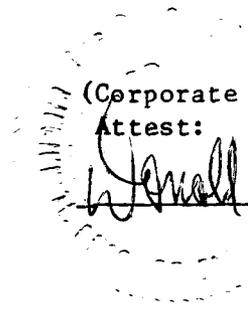
(Corporate Seal)
Attest:

By _____

_____, 19__

THE OHIO NATIONAL LIFE INSURANCE
COMPANY, as New Long-Term Lender

(Corporate Seal)
Attest:


Donald Zimmerman

By Joseph P. Brown
Joseph P. Brown, Vice Pres., Securities

January 29, 19 79

STATE OF UTAH ,)
)
COUNTY OF SALT LAKE,)

On this the day of , 19__ before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF NEW YORK,)
)
COUNTY OF NEW YORK,)

On this the day of , 19__ before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Notary Public

(Notarial Seal)

My commission expires

STATE OF TEXAS,)
)
COUNTY OF HARRIS,)

On this the _____ day of _____, 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of Soltex Polymer Corporation, that one of the seals affixed to the foregoing instrument is the 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.

Notary Public

(Notarial Seal)

My Commission expires _____

STATE OF OHIO,)
)
COUNTY OF HAMILTON,)

On this the 29th day of January, 1979, before me personally appeared Joseph P. Brown, to me personally known, who, being by me duly sworn, says that he is a Vice President of The Ohio National Life Insurance Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Judith A. Kump
Notary Public

Judith A. Kump

Notary Public, State of Ohio

My Commission Expires Aug. 19, 1982

(Notarial Seal)

My Commission expires _____

STATE OF IOWA,)
)
COUNTY OF POLK,)

On this the day of , 19__ , before me personally
appeared , to me personally known, who, being by me
duly sworn, says that he is a of Dial Leasing
Corporation, that one of the seals affixed to the foregoing instrument
is the 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.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF CALIFORNIA,)
)
COUNTY OF SAN FRANCISCO,)

On this the day of , 19__ , before me
personally appeared , to me personally known, who,
being by me duly sworn, says that he is a trustee of Lease Investments
Trust, that said instrument was signed and sealed on behalf of said
Trust 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 Trust.

Notary Public

(Notarial Seal)

My Commission expires

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description</u>	<u>Estimated Lessor's Cost (Per Item)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Design- ation LO	\$44,000

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such Item:

<u>Date of Acceptance</u> set forth in the <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

EXHIBIT B to
PARTICIPATION
AGREEMENT

Page -1-

SOLTEX POLYMER CORPORATION
(1978) Equipment Trust No. 1
(Group 1A and 1B Equipment)

Date of Participation Agreement: As of January 10, 1978

Notes: Series 1 Notes will be issued
by the Owner Trustee under a Supplement
dated the date hereof.

Cut-Off Date: Group 1A Group 1B
December 31, 1978 January 31, 1979

Lessee: Soltex Polymer Corporation
3333 Richmond Avenue
Houston, Texas 77027
Attention: Rene H. Degreve

Long-Term Lender: The Ohio National Life Insurance Company
P.O. Box 237
Cincinnati, Ohio 45201
Attention: Securities Division

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Interim Debt Rate:

All Notes of Series 1 shall bear interest from and including their respective dates of issuance to but excluding the applicable Take-Out Date at a rate of interest equal to the greater of (i) the Long-Term Debt Rate or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings) from time to time in effect, based upon a 360-day year and actual days elapsed.

Long-Term Debt Rate:

9.5% per annum

Investment Percentage/
 Loan Percentage:

<u>Loan Percentage</u>	<u>Investment Percentage</u>
----------------------------	----------------------------------

Group 1A & 1B:

71.6608%	28.3392%
----------	----------

Pro Rata
 Investment Share:

Beneficiary

Pro Rata
 Investment Share

Dial Leasing Corporation

100%

Pro Rata
 Loan Share:

Long-Term
 Lender

Pro Rata
 Loan Share

The Ohio National Life
 Insurance Company

100%

Take-Out Dates:

Any such Take-Out Date	April 17, 1978	January 31, 1979
may be delayed by 30	August 15, 1978	
days upon consent of	November 30, 1978	
the parties to the		
Participation Agreement.		

Lessee's Counsel:

E. J. Buckingham, III, Esq.
Soltex Polymer Corporation
333 Richmond Avenue
Houston, Texas 77027

Maximum Loan Commitment,
Maximum Investment Commitment
and Maximum Financing Cost:

<u>Maximum Loan Commitment</u>	<u>Maximum Investment Commitment*</u>	<u>Maximum Financing Cost</u>
\$1,734,191.36	\$685,808.64	\$2,420,000.00

*Subject to adjustment pursuant to the provisions of Section 3(b).

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description (c)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Designation LO
55	Lithcote Company		Devoe Internal Protective Coating System for the above-described Center Flow Covered Hopper Cars

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such item:

<u>Date of Acceptance</u> set forth in <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the sub-designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

(c) Each Devoe Internal Protective Coating System ("Lining") referred to herein shall be deemed to constitute a separate Item of Equipment solely for purposes of acceptance and funding thereof. For all other purposes under this Lease, the Participation Agreement, the Indenture and each Supplement, each Lining and its respective Hopper Car shall constitute but a single Item of Equipment.

CERTIFICATE OF ACCEPTANCE NO. ____

under

Equipment Lease dated as of January 10, 1978 (the Lease) between FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 between it and Itel Capital Services Corporation as lessor (the Lessor) and SOLTEX POLYMER CORPORATION, as lessee (the Lessee).

1. Items of Equipment

The Lessee hereby certifies that the Items of Equipment set forth and described in Schedule 1 hereto (which Schedule includes the amount of the Lessor's Cost of each such Item), constituting Items of Equipment of the Group of Equipment indicated below, have been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and accepted as Items of Leased Equipment under the Lease, all on the date indicated below:

Group of Equipment:

Location of Items of Equipment:

Date of Acceptance:

EXHIBIT C

Groups of Equipment 1A and 1B
(18-year Basic Lease Term)

Date of Lease: As of January 10, 1978

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Daily Lease Rate Factor: 1/360 of the higher of (i) the applicable Long-Term Debt Rate set forth in the Participation Agreement or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings)

Rent Commencement Date: The Closing Date on which the applicable Item shall have been paid for by the Lessor

Basic Rent Dates: The fifteenth day of each month

	<u>Groups of Equipment</u>	
	<u>Group 1A</u>	<u>Group 1B</u>
<u>Expiration Date:</u>	January 15, 1997	January 15, 1997
<u>First Delivery Date:</u>	February 1, 1978	January 1, 1979
<u>Final Delivery Date:</u>	December 31, 1978	January 31, 1979
<u>Interim Rent Date:</u>	January 15, 1979	January 15, 1979
<u>First Basic Rent Date:</u>	February 15, 1979	February 15, 1979
<u>Last Basic Rent Date:</u>	January 15, 1997	January 15, 1997

First Termination Date: January 15, 1994

Basic Lease Rate Factor: Group 1A Group 1B
0.7320% 0.7944%

Overdue Rate: One per cent in excess of the applicable Long-Term Debt Rate set forth in the Participation Agreement.

Lease Extension Periods: A maximum of 4 periods of 2 years each.

Equipment Marking: FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee: Lessor and Owner; UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity, but solely as trustee: Secured Party and Lienholder.

Return of Equipment: The Lessee shall, at its own expense, return each Item of Leased Equipment to the Lessor at such location, within a radius of 1,000 miles of the point of delivery of such Item, as the Lessor shall select.

Investment Credit: 10%

Depreciable Life: A 12-year depreciable life pursuant to section 167(m) of the Code for an asset described in Asset Guideline Class No. 00.25.

Depreciation Method: Double declining balance method switching to the sum-of-the-years digits method without the prior consent of the Commissioner of Internal Revenue utilizing either the "modified half-year" or "half-year"

EXHIBIT D
Group 1A Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
Interim Rent Date	89.6732	
1	89.8965	
2	90.1224	
3	90.3509	
4	90.5515	
5	90.7544	
6	90.9292	
7	91.1061	
8	91.2850	
9	91.4357	
10	91.5881	
11	91.7425	
12	91.8682	
13	91.9955	
14	92.1245	
15	92.2552	
16	92.3580	
17	92.4622	
18	92.5384	
19	92.6157	
20	92.6942	
21	92.7444	
22	92.7954	
23	92.8474	
24	92.8707	
25	92.8947	
26	92.9194	
27	92.9446	
28	92.9450	
29	92.9458	
30	92.9214	
31	92.8971	
32	92.8730	
33	92.8235	
34	92.7739	
35	92.7243	
36	92.6490	
37	92.5733	
38	92.4974	
39	92.4211	
40	92.3228	

EXHIBIT D
Group 1B Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1979		
0	88.2129 %	%
1	88.6657	
2	89.1231	
3	89.5850	
4	89.9850	
5	90.3889	
6	90.7304	
7	91.0752	
8	91.4235	
9	91.7086	
10	91.9965	
11	92.2873	
1980		
12	92.5143	
13	92.7436	
14	92.9750	
15	93.2087	
16	93.4131	
17	93.6195	
18	93.7963	
19	93.9749	
20	94.1551	
21	94.3055	
22	94.4572	
23	94.6105	
1981		
24	94.7336	
25	94.8579	
26	94.9834	
27	95.1099	
28	95.2119	
29	95.3147	
30	95.3926	
31	95.4712	
32	95.5504	
33	95.6046	
34	95.6591	
35	95.7141	
1982		
36	95.7437	
37	95.7735	

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
38	95.8035	
39	95.8337 %	%
40	95.8420	
41	95.8504	
42	95.8366	
43	95.8227	
44	95.8085	
45	95.7720	
46	95.7350	
47	95.6976	
1983		
48	95.6377	
49	95.5770	
50	95.5157	
51	95.4537	
52	95.3727	
53	95.2909	
54	95.1900	
55	95.0880	
56	94.9848	
57	94.8624	
58	94.7387	
59	94.6136	
1984		
60	94.4691	92.5228
61	94.3230	92.3535
62	94.1753	92.1826
63	94.0261	92.0099
64	93.8611	91.8212
65	93.6943	91.6305
66	93.5116	91.4237
67	93.3270	91.2148
68	93.1404	91.0038
69	92.9377	90.7765
70	92.7328	90.5468
71	92.5259	90.3148
1985		
72	92.3026	90.0663
73	92.0770	89.8152
74	91.8490	89.5616
75	91.6187	89.3055
76	91.3759	89.0366
77	91.1305	88.7650
78	90.8724	88.4804
79	90.6117	88.1930
80	90.3483	87.9028
81	90.0720	87.5994
82	89.7929	87.2930
83	89.5110	86.9836

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1986		
84	89.2160 %	86.6608 %
85	88.9180	86.3348
86	88.6170	86.0057
87	88.3129	85.6732
88	87.9997	85.3313
89	87.6833	84.9861
90	87.3575	84.6313
91	87.0285	84.2729
92	86.6962	83.9111
93	86.3544	83.5395
94	86.0092	83.1643
95	85.6605	82.7854
1987		
96	85.3022	82.3966
97	84.9404	82.0040
98	84.5749	81.6076
99	84.2058	81.2072
100	83.8311	80.8010
101	83.4526	80.3909
102	83.0684	79.9747
103	82.6804	79.5545
104	82.2886	79.1302
105	81.8909	78.6997
106	81.4893	78.2651
107	81.0837	77.8263
1988		
108	80.6721	77.3812
109	80.2576	76.9329
110	79.8402	76.4815
111	79.4201	76.0270
112	78.9971	75.5694
113	78.5712	75.1087
114	78.1425	74.6449
115	77.7109	74.1778
116	77.2764	73.7076
117	76.8389	73.2341
118	76.3984	72.7574
119	75.9549	72.2774
1989		
120	75.5085	71.7940
121	75.0590	71.3074
122	74.6064	70.8174
123	74.1507	70.3240
124	73.6919	69.8272
125	73.2300	69.3270

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
126	72.7649 %	68.8232 %
127	72.2967	68.3160
128	71.8252	67.8053
129	71.3529	67.2935
130	70.8761	66.7769
131	70.3949	66.2554
1990		
132	69.9156	65.7356
133	69.4317	65.2110
134	68.9433	64.6813
135	68.4502	64.1468
136	67.9635	63.6183
137	67.4723	63.0850
138	66.9876	62.5578
139	66.4983	62.0257
140	66.0044	61.4886
141	65.5170	60.9578
142	65.0250	60.4220
143	64.5285	59.8812
1991		
144	64.0384	59.3467
145	63.5405	58.8039
146	63.0348	58.2529
147	62.5210	57.6936
148	62.0147	57.1413
149	61.5004	56.5807
150	60.9935	56.0271
151	60.4786	55.4652
152	59.9557	54.8949
153	59.4402	54.3316
154	58.9165	53.7598
155	58.3848	53.1795
1992		
156	57.8603	52.6060
157	57.3275	52.0239
158	56.7864	51.4331
159	56.2368	50.8334
160	55.6965	50.2425
161	55.1477	49.6429
162	54.6082	49.0521
163	54.0604	48.4525
164	53.5040	47.8440
165	52.9569	47.2443

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>		<u>Termination Value (a)(b)</u>
166	52.4012	%	46.6357 %
167	51.8370		46.0182
1993			
168	51.2820		45.4093
169	50.7182		44.7913
170	50.1461		44.1646
171	49.5722		43.5356
172	49.0005		42.9083
173	48.4230		42.2749
174	47.8520		41.6475
175	47.2722		41.0109
176	46.6891		40.3705
177	46.1100		39.7336
178	45.5231		39.0885
179	44.9344		38.4411
1994			
180	44.3469		37.7945
181	43.7544		37.1424
182	43.1600		36.4879
183	42.5638		35.8311
184	41.9657		35.1720
185	41.3657		34.5105
186	40.7638		33.8466
187	40.1600		33.1803
188	39.5542		32.5116
189	38.9465		31.8404
190	38.3369		31.1667
191	37.7252		30.4906
1995			
192	37.1116		29.8120
193	36.4947		29.1296
194	35.8747		28.4435
195	35.2513		27.7536
196	34.6247		27.0599
197	33.9948		26.3624
198	33.3694		25.6688
199	32.7365		24.9672
200	32.0965		24.2579
201	31.4687		23.5604
202	30.8335		22.8548
203	30.1905		22.1410

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1996		
204	29.5605 %	21.4395 %
205	28.9245	20.7315
206	28.2824	20.0168
207	27.6342	19.2954
208	27.0021	18.5896
209	26.3640	17.8772
210	25.7422	17.1804
211	25.1145	16.4772
212	24.4809	15.7675
213	23.8636	15.0735
214	23.2405	14.3731
215	22.6117	13.6663
1997		
216	20.0000	0.0000

and thereafter

(a) Casualty Values and Termination Values are expressed as a percentage of Lessor's Cost. Such percentages have been computed without regard to recapture of Investment Credit. Consequently, such percentages applicable on the Interim Rent Date or any Basic Rent Date where a Casualty Value and Termination Value shall be payable with respect to an Event of Loss or Termination Date occurring before the third, fifth or seventh anniversary of the date of acceptance set forth in the Certificate of Acceptance for such Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of this Lease, Casualty Values and Termination Values payable on such dates shall be determined on the basis of the sum of such percentages:

<u>Anniversary of the Date of Acceptance</u>	<u>Percentage of Lessor's Cost To be Added to the Foregoing Percentage</u>
Third	19.6079
Fifth	13.0719
Seventh	6.5360

(b) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values will be adjusted accordingly.

Interest Payment Dates: The fifteenth day of each month

Principal Payment Dates: The fifteenth day of each month

Long-Term Debt

Rate Commencement Date: April 17, 1978, January 31, 1979
August 15, 1978,
November 30, 1978,

First Interest
Payment Date:

January 15, 1979

First Principal
Payment Date:

February 15, 1979

Last Principal
Payment Date:

January 15, 1997

Rate of Interest on Overdue Payments
of Principal, Premium and Interest:

One percent in excess of the Long-
Term Debt Rate.

Name and Address of
Related Beneficiary:

Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Related
Beneficiary's Counsel:

Michael J. Keller, Esq.

Modifications of
Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

AUTHORIZATION AND DIRECTION
Under And Pursuant To The
MASTER TRUST AGREEMENT
Dated as of October 1, 1976

between
ITEL CAPITAL SERVICES CORPORATION, as Trustor and Agent,
and FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but solely
as OWNER TRUSTEE

Pursuant to Section 1.02 of the Master Trust Agreement and subject to the terms and provisions thereof, the Trustor and the undersigned Related Beneficiary hereby deliver to the Owner Trustee this Authorization and Direction with respect to the creation of a Trust thereunder, which Trust shall be identified by the date of this Authorization and Direction and shall be designated as follows:

Designation of Trust: Soltex Polymer Corporation
(1978) Equipment Trust No. 1

Pursuant to paragraph (b) of Section 1.02 of the Master Trust Agreement, the Owner Trustee is hereby advised that the documents or terms referred to therein are hereby identified as follows:

Related Lessee: Soltex Polymer Corporation

Related Participation Agreement: Dated as of January 10, 1978

Related Supplement: Supplement No. 245, dated as
of January 10, 1978

Related Lease: Dated as of January 10, 1978

Groups of Equipment
(as defined in the
Related Participation Agreement): 1A and 1B

The respective interest of each of the undersigned Related Beneficiaries in the Related Trust Estate is as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

Profits, losses, deductions, and credits attributable to Itel Capital Services Corporation's brokerage fees charged to the Trust for arranging the financing of the Leased Equipment shall, to the extent permitted by law, be allocated to each of the undersigned Related Beneficiaries as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

AMENDMENT AGREEMENT NUMBER TWO

TO

SOLTEX POLYMER CORPORATION

EQUIPMENT LEASE FINANCING TRANSACTION

(Documents dated as of January 10, 1978)

THIS AMENDMENT AGREEMENT NUMBER TWO to Equipment Lease Financing Transaction is entered into as of November 1, 1978, by and among the undersigned.

RECITALS

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

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

1. Definitions

1.1 Parties

- | | |
|--|---|
| (a) Owner Trustee: | First Security Bank of Utah, N.A. not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 with Itel Capital Services Corporation |
| (b) Lessee: | Soltex Polymer Corporation |
| (c) Beneficiary: | Dial Leasing Corporaton |
| (d) Interim Lender and Long-Term Lender: | Lease Investments Trust |

(e) Trustee: United States Trust
Company of New York

(f) New Long-Term Lender: The Ohio National Life
Insurance Company

1.2 Agreements

(a) Participation Agreement: Participation Agreement dated as of January 10, 1978 by and among the Owner Trustee as Lessor, the Trustee, the Beneficiary, the Interim Lender, the Long-Term Lender and the Lessee, amended and re-stated as of March 15, 1978, among the above-listed parties and The Ohio National Life Insurance Company

(b) Trust Agreement: Master Trust Agreement dated as of October 1, 1976 by and between the Owner Trustee and the Agent

(c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee

(d) Supplemental Indenture: Supplemental Indenture dated as of January 10, 1978 by and between the Owner Trustee and the Trustee, amended and re-stated as of March 15, 1978

(e) Lease: Equipment Lease dated as of January 10, 1978 by and between the Owner Trustee, as lessor, and the Lessee

(f) Authorization and Direction: Authorization and Direction dated as of January 10, 1978 between ITEL Capital Services Corporation, as Trustor and Agent, and First Security Bank of Utah, N.A., not in its individual capacity, but solely as Owner Trustee

2. Amendments to the Participation Agreement

2.1. Exhibit A, Pages 1 and 2, to the Participation Agreement are hereby deleted in their entirety and Exhibit A, Pages 1 and 2 to the Participation Agreement attached hereto are inserted in lieu thereof.

2.2. Exhibit B, Pages 1, 2 and 3, to the Participation Agreement are hereby deleted in their entirety and Exhibit B, Pages 1, 2 and 3 to the Participation Agreement attached hereto are inserted in lieu thereof.

3. Amendments to the Lease

3.1. Exhibit A, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit A, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.2. Exhibit B, Page 1, to the Lease is hereby deleted in its entirety and Exhibit B, Page 1, to the Lease attached hereto is inserted in lieu thereof.

3.3. Exhibit C, Pages 1 and 2, to the Lease are hereby deleted in their entirety and Exhibit C, Pages 1 and 2, to the Lease attached hereto are inserted in lieu thereof.

3.4. Exhibit D to the Lease is hereby amended by deleting Page 1 thereto in its entirety and adding Exhibit D, Page 1 attached hereto in lieu thereof, and by adding thereto Exhibit D, Pages 7, 8, 9, 10, 11 and 12 attached hereto.

4. Amendments to the Supplemental Indenture

4.1. Exhibit A, Page 2, of the Supplemental Indenture is hereby deleted in its entirety and Exhibit A, Page 2, of the Supplemental Indenture attached hereto is inserted in lieu thereof.

5. Amendments to the Authorization and Direction

5.1 Page 1 of the Authorization and Direction is hereby deleted in its entirety and Page 1 of the Authorization and Direction attached hereto is substituted in lieu thereof.

6. Effective Date

6.1. This Amendment is effective upon execution hereof.

7. Remainder of Agreements

7.1. Except as expressly amended hereby, the Participation Agreement, the Lease, the Supplemental Indenture and the Authorization and Direction shall remain in full force and effect in all other respects.

8. Counterparts

8.1. This Amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterparts as long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER TWO is executed on the dates indicated below.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of October
1, 1976 between it and Itel Capital
Services Corporation, as Owner
Trustee

(Corporate Seal)
Attest:

By _____
(Authorized Officer)
_____, 19__

UNITED STATES TRUST COMPANY OF NEW
YORK, not in its individual capacity,
but solely as trustee under a Trust
Indenture dated as of October 1, 1976
between it and the Owner Trustee, as
Trustee

(Corporate Seal)
Attest:

By _____
(Vice President)
_____, 19__

DIAL LEASING CORPORATION,
as Beneficiary

(Corporate Seal)
Attest:

By _____
_____, 19__

Consented to:
LEASE INVESTMENTS TRUST, as Interim
Lender and Long-Term Lender

Attest:

By John C. Choy
not in his individual capacity but
solely as trustee pursuant to a Trust
Agreement dated October 2, 1975

January 30, 1979

SOLTEX POLYMER CORPORATION, as Lessee

(Corporate Seal)
Attest:

By _____

_____, 19 ____

THE OHIO NATIONAL LIFE INSURANCE
COMPANY, as New Long-Term Lender

(Corporate Seal)
Attest:

By _____

_____, 19 ____

STATE OF UTAH ,)
)
COUNTY OF SALT LAKE,)

On this the _____ day of _____, 19__ before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.

Notary Public

(Notarial Seal)

My Commission expires _____

STATE OF NEW YORK,)
)
COUNTY OF NEW YORK,)

On this the _____ day of _____, 19__ before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Notary Public

(Notarial Seal)

My commission expires _____

STATE OF TEXAS,)
)
COUNTY OF HARRIS,)

On this the day of , 19__ , before me personally
appeared , to me personally known, who, being by me
duly sworn, says that he is a of Soltex Polymer
Corporation, that one of the seals affixed to the foregoing instrument
is the 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.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF OHIO,)
)
COUNTY OF HAMILTON,)

On this the day of , 19__ , before me
personally appeared , to me personally known, who,
being by me duly sworn, says that he is a of The
Ohio National Life Insurance Company, that one of the seals affixed to
the foregoing instrument is the corporate seal of said corporation and
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.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF IOWA,)
)
COUNTY OF POLK,)

On this the day of , 19__ , before me personally
appeared , to me personally known, who, being by me
duly sworn, says that he is a of Dial Leasing
Corporation, that one of the seals affixed to the foregoing instrument
is the 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.

Notary Public

(Notarial Seal)

My Commission expires

STATE OF CALIFORNIA,)
)
COUNTY OF SAN FRANCISCO,)

On this the day of , 19__ , before me
personally appeared , to me personally known, who,
being by me duly sworn, says that he is a trustee of Lease Investments
Trust, that said instrument was signed and sealed on behalf of said
Trust 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 Trust.

Notary Public

(Notarial Seal)

My Commission expires

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description</u>	<u>Estimated Lessor's Cost (Per Item)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Designation LO	\$44,000

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such Item:

<u>Date of Acceptance</u> set forth in the <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

SOLTEX POLYMER CORPORATION
(1978) Equipment Trust No. 1
(Group 1A and 1B Equipment)

Date of Participation Agreement: As of January 10, 1978

Notes: Series 1 Notes will be issued
by the Owner Trustee under a Supplement
dated the date hereof.

Cut-Off Date: Group 1A December 31, 1978 Group 1B January 31, 1979

Lessee: Soltex Polymer Corporation
3333 Richmond Avenue
Houston, Texas 77027
Attention: Rene H. Degreve

Long-Term Lender: The Ohio National Life Insurance Company
P.O. Box 237
Cincinnati, Ohio 45201
Attention: Securities Division

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Interim Debt Rate:

All Notes of Series 1 shall bear interest from and including their respective dates of issuance to but excluding the applicable Take-Out Date at a rate of interest equal to the greater of (i) the Long-Term Debt Rate or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings) from time to time in effect, based upon a 360-day year and actual days elapsed.

Long-Term Debt Rate:

9.5% per annum

Investment Percentage/
 Loan Percentage:

<u>Loan</u>	<u>Investment</u>
<u>Percentage</u>	<u>Percentage</u>

Group 1A & 1B:

71.6608%	28.3392%
----------	----------

Pro Rata
 Investment Share:

Beneficiary

Pro Rata
 Investment Share

Dial Leasing Corporation

100%

Pro Rata
 Loan Share:

Long-Term
 Lender

Pro Rata
 Loan Share

The Ohio National Life
 Insurance Company

100%

Take-Out Dates:

Any such Take-Out Date
may be delayed by 30
days upon consent of
the parties to the
Participation Agreement.

April 17, 1978
August 15, 1978
November 30, 1978

January 31, 1979

Lessee's Counsel:

E. J. Buckingham, III, Esq.
Soltex Polymer Corporation
333 Richmond Avenue
Houston, Texas 77027

Maximum Loan Commitment,
Maximum Investment Commitment
and Maximum Financing Cost:

<u>Maximum Loan Commitment</u>	<u>Maximum Investment Commitment*</u>	<u>Maximum Financing Cost</u>
\$1,734,191.36	\$685,808.64	\$2,420,000.00

*Subject to adjustment pursuant to the provisions of Section 3(b).

DESCRIPTION OF EQUIPMENT
(Groups of Equipment 1A and 1B)(a)

<u>Quantity (b)</u>	<u>Manufacturer</u>	<u>Identification Number</u>	<u>Description (c)</u>
55	ACF Industries	ELTX 838 through 892 inclusive	100-Ton Roller Bearing CF 5701 Center Flow Covered Hopper Cars; AAR Designation LO
55	Lithcote Company		Devoe Internal Protective Coating System for the above-described Center Flow Covered Hopper Cars

(a) The designation of a Group of Equipment is determined according to the date of acceptance of each Item of Leased Equipment as set forth in the Certificate of Acceptance for such item:

<u>Date of Acceptance</u> set forth in <u>Certificate of Acceptance</u>	<u>Group of Equipment</u>
February 1, 1978 - December 31, 1978	1A
January 1, 1979 - January 31, 1979	1B

Except as otherwise expressly provided or as the context shall otherwise require, as used herein, in the Indenture, each Supplement and this Lease and in all certificates and other instruments delivered pursuant hereto and thereto, the terms "Group" and "Group of Equipment" shall refer to the sub-designations described above.

(b) Equipment shall include such additional quantities of Items of Equipment specifically described above as the Lessee shall include in a Certificate of Acceptance; provided, however, that in no event shall the Maximum Financing Cost, Maximum Investment Commitment or Maximum Loan Commitment be exceeded without the express approval of each affected party.

(c) Each Devoe Internal Protective Coating System ("Lining") referred to herein shall be deemed to constitute a separate Item of Equipment solely for purposes of acceptance and funding thereof. For all other purposes under this Lease, the Participation Agreement, the Indenture and each Supplement, each Lining and its respective Hopper Car shall constitute but a single Item of Equipment.

CERTIFICATE OF ACCEPTANCE NO. ____

under

Equipment Lease dated as of January 10, 1978 (the Lease) between FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976 between it and Itel Capital Services Corporation as lessor (the Lessor) and SOLTEX POLYMER CORPORATION, as lessee (the Lessee).

1. Items of Equipment

The Lessee hereby certifies that the Items of Equipment set forth and described in Schedule 1 hereto (which Schedule includes the amount of the Lessor's Cost of each such Item), constituting Items of Equipment of the Group of Equipment indicated below, have been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and accepted as Items of Leased Equipment under the Lease, all on the date indicated below:

Group of Equipment:

Location of Items of Equipment:

Date of Acceptance:

EXHIBIT C

Groups of Equipment 1A and 1B
(18-year Basic Lease Term)

Date of Lease: As of January 10, 1978

Beneficiary: Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Daily Lease Rate Factor: 1/360 of the higher of (i) the applicable Long-Term Debt Rate set forth in the Participation Agreement or (ii) 125% of the prime interest rate of the Bank of America, National Trust & Savings Association (being the best per annum rate of interest charged by such Bank to its prime large commercial customers on short-term unsecured borrowings)

Rent Commencement Date: The Closing Date on which the applicable Item shall have been paid for by the Lessor

Basic Rent Dates: The fifteenth day of each month

	<u>Groups of Equipment</u>	
	<u>Group 1A</u>	<u>Group 1B</u>
<u>Expiration Date:</u>	January 15, 1997	January 15, 1997
<u>First Delivery Date:</u>	February 1, 1978	January 1, 1979
<u>Final Delivery Date:</u>	December 31, 1978	January 31, 1979
<u>Interim Rent Date:</u>	January 15, 1979	January 15, 1979
<u>First Basic Rent Date:</u>	February 15, 1979	February 15, 1979
<u>Last Basic Rent Date:</u>	January 15, 1997	January 15, 1997

First Termination Date: January 15, 1994

Basic Lease Rate Factor: Group 1A 0.7320% Group 1B 0.7944%

Overdue Rate: One per cent in excess of the applicable Long-Term Debt Rate set forth in the Participation Agreement.

Lease Extension Periods: A maximum of 4 periods of 2 years each.

Equipment Marking: FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee: Lessor and Owner; UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity, but solely as trustee: Secured Party and Lienholder.

Return of Equipment: The Lessee shall, at its own expense, return each Item of Leased Equipment to the Lessor at such location, within a radius of 1,000 miles of the point of delivery of such Item, as the Lessor shall select.

Investment Credit: 10%

Depreciable Life: A 12-year depreciable life pursuant to section 167(m) of the Code for an asset described in Asset Guideline Class No. 00.25.

Depreciation Method: Double declining balance method switching to the sum-of-the-years digits method without the prior consent of the Commissioner of Internal Revenue utilizing either the "modified half-year" or "half-year"

EXHIBIT D
Group 1A Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
Interim Rent Date	89.6732	
1	89.8965	
2	90.1224	
3	90.3509	
4	90.5515	
5	90.7544	
6	90.9292	
7	91.1061	
8	91.2850	
9	91.4357	
10	91.5881	
11	91.7425	
12	91.8682	
13	91.9955	
14	92.1245	
15	92.2552	
16	92.3580	
17	92.4622	
18	92.5384	
19	92.6157	
20	92.6942	
21	92.7444	
22	92.7954	
23	92.8474	
24	92.8707	
25	92.8947	
26	92.9194	
27	92.9446	
28	92.9450	
29	92.9458	
30	92.9214	
31	92.8971	
32	92.8730	
33	92.8235	
34	92.7739	
35	92.7243	
36	92.6490	
37	92.5733	
38	92.4974	
39	92.4211	
40	92.3228	

EXHIBIT D
Group 1B Equipment

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1979		
0	88.2129 %	%
1	88.6657	
2	89.1231	
3	89.5850	
4	89.9850	
5	90.3889	
6	90.7304	
7	91.0752	
8	91.4235	
9	91.7086	
10	91.9965	
11	92.2873	
1980		
12	92.5143	
13	92.7436	
14	92.9750	
15	93.2087	
16	93.4131	
17	93.6195	
18	93.7963	
19	93.9749	
20	94.1551	
21	94.3055	
22	94.4572	
23	94.6105	
1981		
24	94.7336	
25	94.8579	
26	94.9834	
27	95.1099	
28	95.2119	
29	95.3147	
30	95.3926	
31	95.4712	
32	95.5504	
33	95.6046	
34	95.6591	
35	95.7141	
1982		
36	95.7437	
37	95.7735	

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
38	95.8035	
39	95.8337 %	%
40	95.8420	
41	95.8504	
42	95.8366	
43	95.8227	
44	95.8085	
45	95.7720	
46	95.7350	
47	95.6976	
1983		
48	95.6377	
49	95.5770	
50	95.5157	
51	95.4537	
52	95.3727	
53	95.2909	
54	95.1900	
55	95.0880	
56	94.9848	
57	94.8624	
58	94.7387	
59	94.6136	
1984		
60	94.4691	92.5228
61	94.3230	92.3535
62	94.1753	92.1826
63	94.0261	92.0099
64	93.8611	91.8212
65	93.6943	91.6305
66	93.5116	91.4237
67	93.3270	91.2148
68	93.1404	91.0038
69	92.9377	90.7765
70	92.7328	90.5468
71	92.5259	90.3148
1985		
72	92.3026	90.0663
73	92.0770	89.8152
74	91.8490	89.5616
75	91.6187	89.3055
76	91.3759	89.0366
77	91.1305	88.7650
78	90.8724	88.4804
79	90.6117	88.1930
80	90.3483	87.9028
81	90.0720	87.5994
82	89.7929	87.2930
83	89.5110	86.9836

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
1986		
84	89.2160 %	86.6608 %
85	88.9180	86.3348
86	88.6170	86.0057
87	88.3129	85.6732
88	87.9997	85.3313
89	87.6833	84.9861
90	87.3575	84.6313
91	87.0285	84.2729
92	86.6962	83.9111
93	86.3544	83.5395
94	86.0092	83.1643
95	85.6605	82.7854
1987		
96	85.3022	82.3966
97	84.9404	82.0040
98	84.5749	81.6076
99	84.2058	81.2072
100	83.8311	80.8010
101	83.4526	80.3909
102	83.0684	79.9747
103	82.6804	79.5545
104	82.2886	79.1302
105	81.8909	78.6997
106	81.4893	78.2651
107	81.0837	77.8263
1988		
108	80.6721	77.3812
109	80.2576	76.9329
110	79.8402	76.4815
111	79.4201	76.0270
112	78.9971	75.5694
113	78.5712	75.1087
114	78.1425	74.6449
115	77.7109	74.1778
116	77.2764	73.7076
117	76.8389	73.2341
118	76.3984	72.7574
119	75.9549	72.2774
1989		
120	75.5085	71.7940
121	75.0590	71.3074
122	74.6064	70.8174
123	74.1507	70.3240
124	73.6919	69.8272
125	73.2300	69.3270

The Casualty Value and Termination Value of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
126	72.7649 %	68.8232 %
127	72.2967	68.3160
128	71.8252	67.8053
129	71.3529	67.2935
130	70.8761	66.7769
131	70.3949	66.2554
1990		
132	69.9156	65.7356
133	69.4317	65.2110
134	68.9433	64.6813
135	68.4502	64.1468
136	67.9635	63.6183
137	67.4723	63.0850
138	66.9876	62.5578
139	66.4983	62.0257
140	66.0044	61.4886
141	65.5170	60.9578
142	65.0250	60.4220
143	64.5285	59.8812
1991		
144	64.0384	59.3467
145	63.5405	58.8039
146	63.0348	58.2529
147	62.5210	57.6936
148	62.0147	57.1413
149	61.5004	56.5807
150	60.9935	56.0271
151	60.4786	55.4652
152	59.9557	54.8949
153	59.4402	54.3316
154	58.9165	53.7598
155	58.3848	53.1795
1992		
156	57.8603	52.6060
157	57.3275	52.0239
158	56.7864	51.4331
159	56.2368	50.8334
160	55.6965	50.2425
161	55.1477	49.6429
162	54.6082	49.0521
163	54.0604	48.4525
164	53.5040	47.8440
165	52.9569	47.2443

<u>Rent Payment Number</u>	<u>Casualty Value (a)(b)</u>	<u>Termination Value (a)(b)</u>
166	52.4012 %	46.6357 %
167	51.8370	46.0182
1993		
168	51.2820	45.4093
169	50.7182	44.7913
170	50.1461	44.1646
171	49.5722	43.5356
172	49.0005	42.9083
173	48.4230	42.2749
174	47.8520	41.6475
175	47.2722	41.0109
176	46.6891	40.3705
177	46.1100	39.7336
178	45.5231	39.0885
179	44.9344	38.4411
1994		
180	44.3469	37.7945
181	43.7544	37.1424
182	43.1600	36.4879
183	42.5638	35.8311
184	41.9657	35.1720
185	41.3657	34.5105
186	40.7638	33.8466
187	40.1600	33.1803
188	39.5542	32.5116
189	38.9465	31.8404
190	38.3369	31.1667
191	37.7252	30.4906
1995		
192	37.1116	29.8120
193	36.4947	29.1296
194	35.8747	28.4435
195	35.2513	27.7536
196	34.6247	27.0599
197	33.9948	26.3624
198	33.3694	25.6688
199	32.7365	24.9672
200	32.0965	24.2579
201	31.4687	23.5604
202	30.8335	22.8548
203	30.1905	22.1410

Interest Payment Dates: The fifteenth day of each month

Principal Payment Dates: The fifteenth day of each month

Long-Term Debt

Rate Commencement Date: April 17, 1978, January 31, 1979
August 15, 1978,
November 30, 1978,

First Interest

Payment Date: January 15, 1979

First Principal

Payment Date: February 15, 1979

Last Principal

Payment Date: January 15, 1997

Rate of Interest on Overdue Payments
of Principal, Premium and Interest:

One percent in excess of the Long-
Term Debt Rate.

Name and Address of
Related Beneficiary:

Dial Leasing Corporation
207 Ninth Street
Des Moines, Iowa 50307
Attention: Michael J. Keller, Esq.

Related

Beneficiary's Counsel:

Michael J. Keller, Esq.

Modifications of
Provisions of Indenture:

(A) For purposes of this Supplement, Section 1.03(f) of the Indenture is hereby amended by deleting the words "Messrs. Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005" in the definition of Lenders' Counsel and Trustee's Counsel and inserting in lieu thereof the words "Messrs. Cravath, Swaine & Moore, One Chase Manhattan Plaza, New York, New York 10005".

AUTHORIZATION AND DIRECTION
Under And Pursuant To The
MASTER TRUST AGREEMENT
Dated as of October 1, 1976

between
ITEL CAPITAL SERVICES CORPORATION, as Trustor and Agent,
and FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but solely
as OWNER TRUSTEE

Pursuant to Section 1.02 of the Master Trust Agreement and subject to the terms and provisions thereof, the Trustor and the undersigned Related Beneficiary hereby deliver to the Owner Trustee this Authorization and Direction with respect to the creation of a Trust thereunder, which Trust shall be identified by the date of this Authorization and Direction and shall be designated as follows:

Designation of Trust: Soltex Polymer Corporation
(1978) Equipment Trust No. 1

Pursuant to paragraph (b) of Section 1.02 of the Master Trust Agreement, the Owner Trustee is hereby advised that the documents or terms referred to therein are hereby identified as follows:

Related Lessee: Soltex Polymer Corporation

Related Participation Agreement: Dated as of January 10, 1978

Related Supplement: Supplement No. 245, dated as
of January 10, 1978

Related Lease: Dated as of January 10, 1978

Groups of Equipment
(as defined in the
Related Participation Agreement): 1A and 1B

The respective interest of each of the undersigned Related Beneficiaries in the Related Trust Estate is as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%

Profits, losses, deductions, and credits attributable to Itel Capital Services Corporation's brokerage fees charged to the Trust for arranging the financing of the Leased Equipment shall, to the extent permitted by law, be allocated to each of the undersigned Related Beneficiaries as follows:

<u>Related Beneficiary</u>	<u>Interest</u>
Dial Leasing Corporation	100%