

14869 J
Filed 1425
MAR 31 1986 -8 40 AM

DONELAN, CLEARY, WOOD & MASER, P.C.
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WASHINGTON, D. C. 20005-4006

14869 F
Filed 1425
MAR 31 1986 -8 40 AM

INTERSTATE COMMERCE COMMISSION

JOHN F. DONELAN
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JOHN F. DONELAN, JR.
MADE ALICE EATON
RICHARD D. FORTIN
CHRISTOPHER J. BARR
LITH A. CENTER

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MAR 31 1986 -8 40 AM
INTERSTATE COMMERCE COMMISSION

March 31, 1986
INTERSTATE COMMERCE COMMISSION

The Honorable James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C. 20420

14869 K
Filed 1425
MAR 31 1986 -8 40 AM

14869 H
Filed 1425
MAR 31 1986 -8 40 AM
INTERSTATE COMMERCE COMMISSION

Dear Secretary Bayne: INTERSTATE COMMERCE COMMISSION

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are the original and one counterpart each of (i) Amendment No. 1, dated as of March 31, 1986, to Lease of Railroad Equipment between Cargill, Incorporated, a Delaware corporation ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor"), a primary document, dated as of December 15, 1985, recorded under Recordation No. 14869; (ii) Lease Supplement No. 3, dated as of March 31, 1986, relating to the aforesaid Lease of Railroad Equipment between the Lessee and the Lessor, dated as of December 15, 1985, as amended, a primary document; (iii) Lease Supplement No. 4, dated as of March 31, 1986, relating to the aforesaid Lease of Railroad Equipment, as amended, a primary document; (iv) Amendment No. 1, dated as of March 31, 1986, to Loan and Security Agreement between The Prudential Insurance Company of America, a New Jersey corporation ("Lender"), and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein ("Owner Trustee"), a primary document, dated as of December 15, 1985, recorded under Recordation No. 14869-C; (v) Loan and Security Agreement Supplement No. 3, dated as of March 31, 1986, relating to the aforesaid Loan and Security Agreement between the Lender and the Owner Trustee, dated as of December 15, 1985, as amended, a primary document; and (vi) Loan and Security Agreement Supplement No. 4, dated as of March 31, 1986, relating to the aforesaid Loan and Security Agreement, as amended, a primary document.

For Maser
Donelan

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It is my understanding that the Recordation numbers to be assigned to these six new documents, as described in the preceding paragraph, will be: (i) 14869-F; (ii) 14869-G; (iii) 14869-H; (iv) 14869-I; (v) 14869-J; and, (vi) 14869-K.

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

- (i) Amendment No. 1 to Lease of Railroad Equipment,
Lease Supplement No. 3 and Lease Supplement No. 4;

LESSEE: Cargill, Incorporated
P.O. Box 9300
Minneapolis, MN 55440

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, DE 19890

- (ii) Amendment No. 1 to Loan and Security Agreement,
Loan and Security Agreement Supplement No. 3 and
Loan and Security Agreement Supplement No. 4

LENDER: The Prudential Insurance
Company of America
c/o PruCapital, Inc.
3701 Wayzata Boulevard
P.O. Box 1143
Minneapolis, MN 55440

OWNER TRUSTEE: Wilmington Trust Company
Rodney Square North
Wilmington, DE 19890

A general description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule 1.

The undersigned is the attorney-in-fact of Cargill, Incorporated, Wilmington Trust Company and The Prudential Insurance Company of America mentioned in the enclosed documents and has knowledge of the matters set forth therein.

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Please return the original of the enclosed documents to John K. Maser III, Esq., Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$60.00 for the required recording fee.

A short summary of the documents to appear in the index follows:

SECONDARY DOCUMENTS:

1. Amendment No. 1, dated as of March 31, 1986, to Lease of Railroad Equipment between Cargill, Incorporated, a Delaware corporation, P.O. Box 9300, Minneapolis, MN 55440 ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, DE 19890 ("Lessor"), dated as of December 15, 1985, recorded under Recordation No. 14869, relating to 75 Rail Tank Cars, Lessee Identification Nos. CRGX 7175-7199, and CRGX 4466-4515 corresponding to KOAX Nos. 18001, 18007, 18011, 18013, 18015, 18021, 18034-18035, 18039, 18041, 18046, 18048-18049, 18050, 18055, 18057, 18059, 18061, 18063, 18066, 18070-18071, 18073-18074, 18079, 18083-18084, 18088-18089, 18091, 18092, 18094, 18097-18098, 18100, 18102, 18105, 18107-18108, 18110-18111, 18113-18114, 18118-18119, 18121-18122, 18124-18125, 18127.
2. Lease Supplement No. 3, dated as of March 31, 1986, relating to the Lease of Railroad Equipment, dated as of December 15, 1985, recorded under Recordation No. 14869, as amended, between Cargill, Incorporated, a Delaware corporation, P.O. Box 9300, Minneapolis, MN 55440 ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity,

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except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, DE 19890 ("Lessor"), relating to 25 Rail Tank Cars, Lessee Identification Nos. CRGX 7175-7199.

3. Lease Supplement No. 4, dated as of March 31, 1986, relating to the Lease of Railroad Equipment, dated as of December 15, 1985, recorded under Recordation No. 14869, as amended, between Cargill, Incorporated, a Delaware corporation, P.O. Box 9300, Minneapolis, MN 55440 ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, DE 19890 ("Lessor"), relating to 50 Rail Tank Cars, Lessee Identification Nos. CRGX 4466-4515 corresponding to KOAX Nos. 18001, 18007, 18011, 18013, 18015, 18021, 18034-18035, 18039, 18041, 18046, 18048-18049, 18050, 18055, 18057, 18059, 18061, 18063, 18066, 18070-18071, 18073-18074, 18079, 18083-18084, 18088-18089, 18091, 18092, 18094, 18097-18098, 18100, 18102, 18105, 18107-18108, 18110-18111, 18113-18114, 18118-18119, 18121-18122, 18124-18125, 18127.
4. Amendment No. 1, dated as of March 31, 1986, to Loan and Security Agreement between The Prudential Insurance Company of America, a New Jersey corporation c/o PruCapital, Inc., 3701 Wayzata Boulevard, P.O. Box 1143, Minneapolis, MN 55440 ("Lender") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, DE 19890 ("Owner Trustee"), dated as of December 15, 1985, recorded under Recordation No. 14869-C, relating to 75 Rail Tank Cars, Cargill, Incorporated Identification Nos. CRGX 7175-7199, and CRGX 4466-4515

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corresponding to KOAX Nos. 18001, 18007, 18011, 18013, 18015, 18021, 18034-18035, 18039, 18041, 18046, 18048-18049, 18050, 18055, 18057, 18059, 18061, 18063, 18066, 18070-18071, 18073-18074, 18079, 18083-18084, 18088-18089, 18091, 18092, 18094, 18097-18098, 18100, 18102, 18105, 18107-18108, 18110-18111, 18113-18114, 18118-18119, 18121-18122, 18124-18125, 18127.

5. Loan and Security Agreement Supplement No. 3, dated as of March 31, 1986, relating to the Loan and Security Agreement, dated as of December 15, 1985, recorded under Recordation No. 14869-C, as amended, between The Prudential Insurance Company of America, a New Jersey corporation, c/o PruCapital, Inc., 3701 Wayzata Boulevard, P.O. Box 1143, Minneapolis, MN 55440 ("Lender"), and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, DE 19890 ("Owner Trustee"), relating to 25 Rail Tank Cars, Cargill, Incorporated Identification Nos. CRGX 7175-7199.
6. Loan and Security Agreement Supplement No. 4, dated as of March 31, 1986, relating to the Loan and Security Agreement, dated as of December 15, 1985, recorded under Recordation No. 14869-C, as amended, between The Prudential Insurance Company of America, a New Jersey corporation, c/o PruCapital, Inc., 3701 Wayzata Boulevard, P.O. Box 1143, Minneapolis, MN 55440 ("Lender") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement, referred to therein, Rodney Square North, Wilmington, DE 19890 ("Owner Trustee"), relating to 50 Rail Tank Cars, Cargill, Incorporated Identification Nos. CRGX 4466-4515

DONELAN, CLEARY, WOOD & MASER, P. C.

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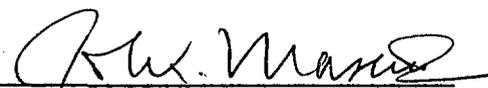
corresponding to KOAX Nos. 18001, 18007, 18011,
18013, 18015, 18021, 18034-18035, 18039, 18041,
18046, 18048-18049, 18050, 18055, 18057, 18059,
18061, 18063, 18066, 18070-18071, 18073-18074,
18079, 18083-18084, 18088-18089, 18091, 18092,
18094, 18097-18098, 18100, 18102, 18105, 18107-
18108, 18110-18111, 18113-18114, 18118-18119,
18121-18122, 18124-18125, 18127.

Very truly yours,

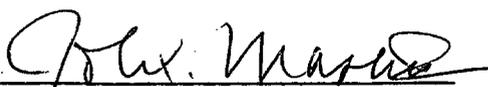
CARGILL, INCORPORATED

By 
John K. Maser III
Attorney-In-Fact

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By 
John K. Maser III
Attorney-In-Fact

WILMINGTON TRUST COMPANY

By 
John K. Maser III
Attorney-In-Fact

Description of Rail Cars

<u>Descriptions and Quantity</u>	<u>Manufacturer</u>	<u>Lessee's Identifi- cation Nos.</u>	<u>AAR Mechancial Description</u>	<u>DOT speci- fications</u>	<u>Specifica- tions</u>	<u>Purchase Price</u>
Oilseed Cars 25	Union Tank Car	CRGX 7175-7199	T-105	111A100W-3	Q 9187	\$41,025.00
Corn Milling Cars 50	Coca Cola	See Schedule 1 attached hereto	T-104	111A100W-1	B010728	\$35,000.00

Lessee's Identification
Nos.

Prior Identification No.
Assigned to Rail Car
by Coca-Cola

corresponding
to

Identification No.
Assigned to
Rail Car by Cargill

KOAX 18001	CRGX 4466
KOAX 18007	CRGX 4467
KOAX 18011	CRGX 4468
KOAX 18013	CRGX 4469
KOAX 18015	CRGX 4470
KOAX 18021	CRGX 4471
KOAX 18034	CRGX 4472
KOAX 18035	CRGX 4473
KOAX 18039	CRGX 4474
KOAX 18041	CRGX 4475
KOAX 18046	CRGX 4476
KOAX 18048	CRGX 4477
KOAX 18049	CRGX 4478
KOAX 18050	CRGX 4479
KOAX 18055	CRGX 4480
KOAX 18057	CRGX 4481
KOAX 18059	CRGX 4482
KOAX 18061	CRGX 4483
KOAX 18063	CRGX 4484
KOAX 18066	CRGX 4485
KOAX 18070	CRGX 4486
KOAX 18071	CRGX 4487
KOAX 18073	CRGX 4488
KOAX 18074	CRGX 4489
KOAX 18079	CRGX 4490
KOAX 18083	CRGX 4491
KOAX 18084	CRGX 4492
KOAX 18088	CRGX 4493
KOAX 18089	CRGX 4494
KOAX 18091	CRGX 4495
KOAX 18092	CRGX 4496
KOAX 18094	CRGX 4497
KOAX 18097	CRGX 4498
KOAX 18098	CRGX 4499
KOAX 18100	CRGX 4500
KOAX 18102	CRGX 4501
KOAX 18105	CRGX 4502
KOAX 18107	CRGX 4503
KOAX 18108	CRGX 4504
KOAX 18110	CRGX 4505
KOAX 18111	CRGX 4506
KOAX 18113	CRGX 4507
KOAX 18114	CRGX 4508
KOAX 18118	CRGX 4509
KOAX 18119	CRGX 4510
KOAX 18121	CRGX 4511
KOAX 18122	CRGX 4512
KOAX 18124	CRGX 4513
KOAX 18125	CRGX 4514
KOAX 18127	CRGX 4515

14869 F
FILED 1985

CARGILL, INCORPORATED **MAR 31 1986 -8 40 AM**

Leveraged Lease Financing INTERSTATE COMMERCE COMMISSION
of 326 Rail Cars

AMENDMENT NO. 1 TO LEASE OF RAILROAD EQUIPMENT

AMENDMENT NO. 1 dated as of March 31, 1986, to the LEASE OF RAILROAD EQUIPMENT, dated as of December 15, 1985 (the "Lease"), between CARGILL, INCORPORATED, a Delaware corporation (the "Lessee"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in the Lease, but solely as Owner Trustee under the Trust Agreement referred to Section 1 of the Lease (the "Lessor"), which Lease was recorded with the Interstate Commerce Commission on December 30, 1985 and bears the recordation number 14869.

The parties hereto desire to amend the Lease in the manner set forth below, and pursuant to the procedure for amendment as set forth in §23 of the Lease.

Accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Capitalized terms used in this Amendment No. 1 without definition shall have the respective meanings ascribed to them in the Lease.

Section 2. Amendment of Lease.

(a) §1 of the Lease is hereby amended by deleting the definition of "Rail Car" and by inserting in lieu thereof the following:

"'Rail Car' means each of the 326 rail tank cars, more specifically described in Exhibit A, as amended, to the Participation Agreement, which shall be purchased by the Owner Trustee in accordance with the Participation Agreement and leased to the Lessee pursuant to the Lease in one or more Lease Supplements, together with related appurtenances, additions, improvements, equipment and replacements thereto."

(b) §4.5 of the Lease is hereby amended by deleting clause (i) thereof, and by inserting in lieu thereof the following:

"(i) the percentages for Basic Rent, Casualty Value and Termination Value set forth in the schedules attached to each Lease Supplement shall be prepared by reference to the percentages of Basic Rent, Casualty Value and Termination Value attached hereto, respectively, as Appendices A, B, and C hereto, as respectively amended, adjusted (upward or downward) to reflect (a) the number of Rail Cars covered by such Lease Supplement and the date thereof, such percentages for Basic Rent, Casualty Value and Termination Value, set forth, respectively, in Appendices A, B and C hereto, as respectively amended, having been prepared on the assumption that 231 ITC Cars will be delivered and accepted prior to December 31, 1985, 20 Non-ITC Cars will be delivered and accepted prior to December 31, 1985, 25 ITC Cars will be delivered and accepted on March 31, 1986, and 50 Non-ITC Cars will be delivered and accepted on March 31, 1986; (b) the payment by the Owner Participant of any amounts pursuant to Section 10(g) (i), 10(g) (ii), 10(g) (iii) or 13(b) (v) of the Participation Agreement on or prior to the date of such Lease Supplement, (c) the payment by the Lessor of any amounts pursuant to Section 13(b) (i) (B), 13(b) (iii) and 13(b) (iv) (B) of the Participation Agreement, and (d) with respect to Rail Cars delivered in 1986, any Interim Period Change in Tax Law or knowledge prior to the Delivery Date for such Rail Cars that the Tax Assumptions are incorrect so as to preserve for the Owner Participant its originally -- anticipated Net Economic Return (as defined in the Tax Indemnity Agreement) as reflected in the percentages for Basic Rent, Casualty Value and Termination Value set forth, respectively in the Appendices A, B and C hereto, as respectively amended."

(c) § 4.5(ii) of the Lease is hereby amended by deleting the first sentence thereof, and by inserting in lieu thereof the following:

"(ii) The percentages for Basic Rent, Casualty Value and Termination Value set forth in the schedules attached to each Lease Supplement shall be adjusted (upward or downward) to reflect the payment by the Owner Participant of any amounts pursuant to Section 10(g)(i), 10(g)(ii), 10(g)(iii), or 13(b)(v) of the Participation Agreement, the payment by the Lessor of any amounts pursuant to Section 13(b)(i)(B), 13(b)(iii) and 13(b)(iv)(B) of the Participation Agreement (if not considered in the preparation of such schedules pursuant to Section 4.5(i) hereof) or after the date of such Lease Supplement."

(d) § 8.6 of the Lease is hereby amended by inserting the following immediately after the second sentence thereof:

"If at any time the Lessee shall be unable to obtain \$25,000,000 of liability insurance pursuant to the foregoing sentence, then the Lessor may request a certificate of an independent insurance broker stating that the amount of insurance carried by Lessee is consistent with prudent industry practice and that liability insurance in excess of the amount then being carried is commercially unavailable. Lessee shall pay the cost of such certificate."

(e) §8.6 of the Lease is hereby further amended by deleting the original fourth and fifth sentences thereof and by inserting in lieu thereof the following:

"All policies of insurance carried in accordance with this paragraph shall (i) require 30 days' prior notice to the Owner Participant, the Lessor, and the holders of the Notes of cancellation in or expiration of coverage, (ii) name the Owner Participant, the Lessor, Wilmington Trust Company in its individual capacity, and the holders of the Notes as additional named insureds or as loss-payees, as their respective interests may appear and (iii) waive any right to claim any premiums or commission against the Owner Participant, the Lessor, and the holders of the Notes. Such policies shall not require contributions from other policies held by the Owner Participant, the Lessor or the holders of the Notes. The Lessee will notify the Owner Participant, the Lessor, and the holders of the Notes of a material change in coverage under any policy of insurance carried in accordance with this paragraph promptly after the Lessee receives such notification."

(f) Appendix A to the Lease is hereby amended by adding a category for Basic Rent Percentages as set forth in Exhibit 1 hereto, based on the assumption that 50 Non-ITC Cars will be delivered and accepted on or prior to March 31, 1986, but after December 31, 1985, which Exhibit is hereby made a part of Appendix A of the Lease.

(g) Appendix B to the Lease is hereby amended by adding a category for Casualty Value Percentages as set forth in Exhibit 2 hereto, based on the assumption that 50 Non-ITC Cars will be delivered and accepted on or prior to March 31, 1986, but after December 31 1985, which Exhibit is hereby made a part of Appendix B of the Lease.

(h) Appendix C to the Lease is hereby amended by adding a category for Termination Value Percentages as set forth in Exhibit 3 hereto, based on the assumption that 50 Non-ITC Cars will be delivered and accepted prior to March 31, 1986, but after December 31, 1985, which Exhibit is hereby made a part of Appendix C to the Lease.

Section 3. Effectiveness. This Amendment No. 1 shall become effective as of March 31, 1986, upon the execution and delivery of this Amendment No. 1 by each of the parties hereto.

Section 4. Ratification. Except as amended hereby, the Lease shall remain in full force and effect in all respects.

Section 5. Governing Law; Counterparts. This Amendment No. 1 and all rights and obligations hereunder shall be governed by the laws of the State of Minnesota; provided, however, that the parties shall be entitled to all rights

conferred by 49 U.S.C. Section 11303. This Amendment No. 1 may be executed in several counterparts together constituting but one and the same instrument. To the extent, if any, that this amendment to the Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this amendment to the Lease may be created through the transfer or possession of any counterpart of this amendment to the Lease other than the original counterpart containing the receipt therefor executed by the Lender on or immediately following the signature page hereof.

Section 6. Miscellaneous.

(a) The terms of this Amendment No. 1 shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

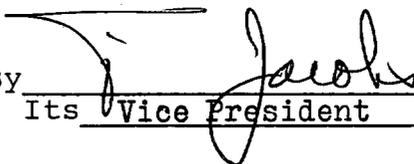
(b) This Amendment No. 1 is made for the benefit of, and shall be enforceable by each party hereto, any current or future Affiliate of the foregoing and their respective successors, assigns, agents, directors, officers, employees and servants. This Amendment No. 1 shall not be construed to create any right in any person other than those listed in the preceding sentence.

(c) No variation or modification of this Amendment No. 1 and no waiver of any of its provision or conditions shall be valid unless in writing and signed by duly authorized signatures for the Lessor and the Lessee.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Amendment No. 1 as of the day and year first above written.

WILMINGTON TRUST COMPANY, not individually (except as otherwise provided in the foregoing instrument), but solely in its capacity as Owner Trustee under the Trust Agreement

[SEAL]

By 
Its Vice President

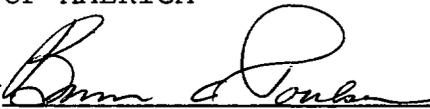
CARGILL, INCORPORATED

[SEAL]

By _____
Its _____

Accepted, Consented and Agreed to:

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By 
Its Vice President and Counsel

[SEAL]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Amendment No. 1 as of the day and year first above written.

WILMINGTON TRUST COMPANY, not individually (except as otherwise provided in the foregoing instrument), but solely in its capacity as Owner Trustee under the Trust Agreement

[SEAL]

By _____
Its _____

CARGILL, INCORPORATED

[SEAL]

By 
Its John K. Yarger, Vice President

Accepted, Consented and Agreed to:

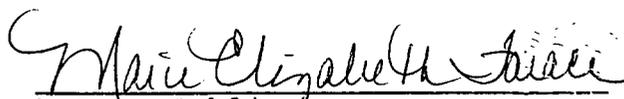
THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By _____
Its Vice President and Counsel

[SEAL]

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

On this 20th day of March, 1986, before me personally appeared Francis B. Jacobs, II, to me personally known, who, being by me duly sworn, did say that he is a Vice President of Wilmington Trust Company that the seal 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 the corporation.



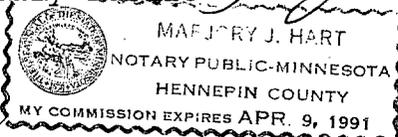
Notary Public

My commission expires
9/10/86

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 26 day of March, 1986, before me personally appeared B. Paulson, to me personally known, who, being by me duly sworn, did say that he is a Vice President and Counsel of The Prudential Insurance Company of America, that the seal 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 the corporation.

My commission expires

Margory J. Hart
Notary Public
MARGORY J. HART
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
MY COMMISSION EXPIRES APR. 9, 1991

4. Basic Rent Percentages based on assumption that 50 Non-ITC Cars delivered and accepted on or prior to 3/31/86, but after 12/31/85.

<u>Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
1/ 2/1987	3.678140
7/ 2/1987	6.103163
1/ 2/1988	3.566589
7/ 2/1988	6.214714
1/ 2/1989	3.444775
7/ 2/1989	6.336528
1/ 2/1990	3.311754
7/ 2/1990	6.469548
1/ 2/1991	3.166496
7/ 2/1991	6.614807
1/ 2/1992	3.007873
7/ 2/1992	6.773429
1/ 2/1993	2.834659
7/ 2/1993	9.119231
1/ 2/1994	2.545569
7/ 2/1994	9.408321
1/ 2/1995	2.229881
7/ 2/1995	9.724009
1/ 2/1996	1.885152
7/ 2/1996	10.068738
1/ 2/1997	1.546188
7/ 2/1997	10.407702
1/ 2/1998	1.231293
7/ 2/1998	10.722597
1/ 2/1999	0.794693
7/ 2/1999	11.159197
1/ 2/2000	0.317926
7/ 2/2000	11.635964
1/ 2/2001	0.
7/ 2/2001	11.953889

4. Casualty Value Percentages based on assumption that 50 Non-ITC Cars delivered on or prior to 3/31/86, but after 12/31/85.

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
7/1986	102.616532
1/1987	104.359492
7/1987	103.542437
1/1988	104.950010
7/1988	103.524975
1/1989	104.577554
7/1989	102.589658
1/1990	103.361597
7/1990	100.845821
1/1991	101.352191
7/1991	98.275005
1/1992	98.505346
7/1992	94.840052
1/1993	94.847045
7/1993	88.562472
1/1994	88.562470
7/1994	81.699716
1/1995	81.699716
7/1995	74.205588
1/1996	74.205587
7/1996	66.022000
1/1997	66.021999
7/1997	57.172791
1/1998	57.197709
7/1998	47.914065
1/1999	48.350154
7/1999	38.665539
1/2000	39.614978
7/2000	29.468109
1/2001	30.619621
7/2001	19.999998

4. Termination Value Percentages based on assumption that 50 Non-ITC Cars delivered and accepted prior to 3/31/86, but after 12/31/85.

<u>Termination Payment Date</u>	<u>Percentage of Purchase Price</u>
7/1986	102.616532
1/1987	104.359492
7/1987	103.542437
1/1988	104.950010
7/1988	103.524975
1/1989	104.577554
7/1989	102.589658
1/1990	103.361597
7/1990	100.845821
1/1991	101.352191
7/1991	98.275005
1/1992	98.505346
7/1992	94.840052
1/1993	94.847045
7/1993	88.562472
1/1994	88.562470
7/1994	81.699716
1/1995	81.699716
7/1995	74.205588
1/1996	74.205587
7/1996	66.022000
1/1997	66.021999
7/1997	57.172791
1/1998	57.197709
7/1998	47.914065
1/1999	48.350154
7/1999	38.665539
1/2000	39.614978
7/2000	29.468409
1/2001	30.619621
7/2001	19.999998