

CRAVATH, SWAIN & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

RECEIVED

SEP 15 2 59 PM '83

I. O. C. FEE OPERATION BR.

3-258A000

No. SEP 15 1983

Date SEP 15 1983 Fee \$ 20.00

ICC Washington, D.C.

September 15, 1983

Amendments Dated as of July 1, 1983 Amending Conditional Sale Agreement Filed under Recordation No. 13670 and Lease Filed under Recordation No. 13670-B

Dear Ms. Mergenovich:

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

Amendment dated as of July 1, 1983, between Mercantile-Safe Deposit and Trust Company, as Agent, and The Connecticut Bank and Trust Company, as Trustee.

Amendment dated as of July 1, 1983, between Georgia Power Company, as Lessee, and The Connecticut Bank and Trust Company, as Trustee.

The Amendments amend a Conditional Sale Agreement dated as of May 15, 1982, previously filed and recorded with the Interstate Commerce Commission on June 24, 1982, at 10:40 a.m., Recordation Number 13670 and a Lease of Railroad Equipment dated as of May 15, 1982, previously filed and recorded as above with the Interstate Commerce Commission on June 24, 1982, at 10:40 a.m., Recordation Number 13670-B.

The Amendment to the Conditional Sale Agreement amends the document to change the Allocation Schedule for Schedule B Equipment and to add an Allocation Schedule for Schedule D Equipment.

RALPH L. McAFEE HENRY W. deKOSMIAN ALLEN F. MAULSBY STEWARD R. BROSS, JR. HENRY P. RIORDAN JOHN R. HUPPER SAMUEL C. BUTLER WILLIAM J. SCHRENK, JR. BENJAMIN F. CRANE JOHN F. HUNT GEORGE J. GILLESPIE, III RICHARD S. SIMMONS WAYNE E. CHAPMAN THOMAS D. BARR MELVIN L. BEDRICK GEORGE T. LOWY ROBERT ROSENMAN JAMES H. DUFFY ALAN J. HRUSKA JOHN E. YOUNG JAMES M. EDWARDS DAVID G. ORMSBY DAVID L. SCHWARTZ RICHARD J. HIEGEL CHRISTINE BESHAR ROBERT S. RIFKIND DAVID BOIES DAVID O. BROWNWOOD

PAUL M. DODYK RICHARD M. ALLEN THOMAS R. BROME ROBERT D. JOFFE ROBERT F. MULLEN ALLEN FINKELSON RONALD S. ROLFE JOSEPH R. SAHID PAUL C. SAUNDERS MARTIN L. SENZEL DOUGLAS D. BROADWATER ALAN C. STEPHENSON RICHARD L. HOFFMAN JOSEPH A. MULLINS MAX R. SHULMAN WILLIAM P. DICKEY STUART W. GOLD JOHN W. WHITE JOHN E. BEERBOWER EVAN R. CHESLER PATRICIA GEOGHEGAN D. COLLIER KIRKHAM MICHAEL L. SCHLER DANIEL P. CUNNINGHAM KRIS F. HEINZELMAN B. ROBBINS KIESSLING ROGER D. TURNER

COUNSEL MAURICE T. MOORE FRANCIS F. RANDOLPH, JR. TELEPHONE 212 422-3000 TELEEX RCA 233663 WUD 125547 WUI 620978 CABLE ADDRESSES CRAVATH, N. Y. CRAVATH, LONDON E. C. 2 2 HONEY LANE, CHEAPSIDE LONDON, EC2V 8BT, ENGLAND TELEPHONE: 1-606-1421 TELEEX: 8814901 RAPIFAX/INFOTEC: 1-606-1425

This one should be 13670-D

This one should be 13670-E

see copy! Shamba -

Siobhan Burrell (SIOBHAN BURRELL)

The Amendment to the Lease amends the document to change the amounts of the semiannual rentals and the Casualty and Termination Values for the Schedule B Units, and to set forth the amounts of the semiannual rentals and Casualty and Termination Values for the Schedule D Units.

Please file and record the Amendments submitted with this letter and assign it Recordation Numbers 13670-D and 13670-E, respectively.

Enclosed is a check for \$20.00 payable to the Interstate Commerce Commission for the recordation fee for the Amendments.

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

Very truly yours,

*Laurance V. Goodrich*

Laurance V. Goodrich,  
as Agent for Georgia  
Power Company

Agatha L. Mergenovich, Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

95A

**Interstate Commerce Commission**  
Washington, D.C. 20423

9/15/83

OFFICE OF THE SECRETARY

**Laurence V. Goodrich**  
**Cravath Swaine & Moore**  
**One Chase Manhattan Plaza**  
**New York, N.Y. 10003**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **9/15/83** at **3:05pm**, and assigned re-  
recording number(s). **13670-D & 13670-E**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

13670-D

13670-2  
REGISTRATION NO. FILED 1983

SEP 15 1983 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT  
Dated as of July 1, 1983  
To  
CONDITIONAL SALE AGREEMENT

Dated as of May 15, 1982

Between

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
as Agent and as assignee from

UNITED-AMERICAN CAR CO.

and

THE CONNECTICUT BANK AND TRUST COMPANY,  
not in its individual capacity, but solely as trustee  
under the Trust Agreement dated as of May 15, 1982 with  
Litton Equity Investments, Inc.

16-1/4% Conditional Sale Indebtedness Due 1997

[Covering 224 United-American 100-Ton Coal Cars]

Original Conditional Sale Agreement filed with the  
Interstate Commerce Commission pursuant to 49 U.S.C.  
§ 11303 on June 24, 1982, at 10:40 a.m., recordation number  
13670.

AMENDMENT dated as of July 1, 1983 to CONDITIONAL SALE AGREEMENT ("CSA") dated as of May 15, 1982, between UNITED-AMERICAN CAR CO., a Delaware corporation ("Builder"), and THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, acting not in its individual capacity but solely as trustee ("Trustee") under the Trust Agreement dated as of May 15, 1982 ("Trust Agreement") with LITTON EQUITY INVESTMENTS, INC., a Nevada corporation ("Owner").

WHEREAS, pursuant to an Agreement and Assignment dated as of May 15, 1982 (filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 24, 1982, at 10:40 a.m., recordation number 13670-A) the Builder assigned its rights under the CSA to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), which is acting as agent for State of Wisconsin Investment Board pursuant to the Participation Agreement dated as of May 15, 1983 among the Lessee, the Agent, the Owner, the Trustee and the Investor (as defined therein); and

WHEREAS, The Parties Hereto wish to amend the CSA to change the Allocation Schedule for Schedule B Equipment (as defined in the CSA) and to add an Allocation Schedule for Schedule D Equipment (as defined in the CSA);

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

1. The CSA is hereby amended as follows:

(a) by deleting the second page of Schedule I to the CSA (designated as the Allocation Schedule for Schedule B Equipment and appearing on page C-38 of the CSA) and substituting therefor the revised Allocation Schedule for Schedule B Equipment attached hereto; and

(b) by adding a fourth page to Schedule I to the CSA setting forth an Allocation Schedule for Schedule D Equipment in the form attached hereto (which is designated as new page C-39A of the CSA).

2. Except as amended hereby, the CSA shall remain unaltered and in full force and effect.

3. This Amendment will be filed with the Interstate Commerce Commission.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

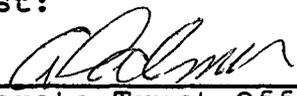
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers or other persons, as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

By   
Assistant Vice President

[Corporate Seal]

Attest:

  
ASSISTANT Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as trustee as aforesaid,

By \_\_\_\_\_  
Authorized Officer

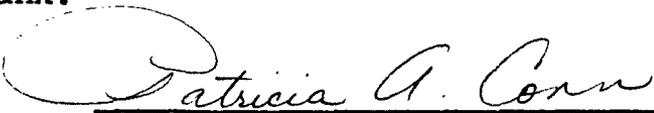
[Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

STATE OF MARYLAND )  
 ) ss.:  
CITY OF BALTIMORE )

On this 1<sup>st</sup> day of SEPTEMBER, 1983, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is an ASSISTANT VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, 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: 7-1-86

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1983, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, 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:

SCHEDULE I

ALLOCATION SCHEDULE OF EACH \$1,000,000 of 16 1/4 CSA INDEBTEDNESS

SCHEDULE B EQUIPMENT

|        | <u>Total<br/>Payment</u> | <u>Interest<br/>Payment</u> | <u>Principal<br/>Recovery</u> | <u>Remaining<br/>Ending<br/>Principal</u> |
|--------|--------------------------|-----------------------------|-------------------------------|---|
| 8/1/82 | *                        | *                           | -0-                           | \$1,000,000.00                            |
| 2/1/83 | *                        | *                           | -0-                           | 1,000,000.00                              |
| 8/1/83 | \$ 98,161.49             | \$81,250.00                 | \$ 16,911.49                  | 983,088.51                                |
| 2/1/84 | 98,161.49                | 79,875.94                   | 18,285.55                     | 964,802.96                                |
| 8/1/84 | 98,161.49                | 78,390.24                   | 19,771.25                     | 945,031.71                                |
| 2/1/85 | 98,161.49                | 76,783.83                   | 21,377.66                     | 923,654.05                                |
| 8/1/85 | 98,161.49                | 75,046.89                   | 23,114.60                     | 900,539.45                                |
| 2/1/86 | 98,161.49                | 73,168.83                   | 24,992.66                     | 875,546.79                                |
| 8/1/86 | 98,161.49                | 71,138.18                   | 27,023.31                     | 848,523.48                                |
| 2/1/87 | 98,161.49                | 68,942.54                   | 29,218.95                     | 819,304.53                                |
| 8/1/87 | 98,161.49                | 66,568.49                   | 31,593.00                     | 787,711.53                                |
| 2/1/88 | 98,161.49                | 64,001.56                   | 34,159.93                     | 753,551.60                                |
| 8/1/88 | 98,161.49                | 61,226.07                   | 36,935.42                     | 716,616.18                                |
| 2/1/89 | 98,161.49                | 58,225.07                   | 39,936.42                     | 676,679.76                                |
| 8/1/89 | 84,416.71                | 54,980.24                   | 29,436.47                     | 647,243.29                                |
| 2/1/90 | 71,804.82                | 52,588.52                   | 19,216.30                     | 628,026.99                                |
| 8/1/90 | 77,844.71                | 51,027.19                   | 26,817.52                     | 601,209.47                                |
| 2/1/91 | 70,608.50                | 48,848.28                   | 21,760.22                     | 579,449.25                                |
| 8/1/91 | 75,402.23                | 47,080.25                   | 28,321.98                     | 551,127.27                                |
| 2/1/92 | 69,632.28                | 44,779.09                   | 24,853.19                     | 526,274.08                                |
| 8/1/92 | 73,444.39                | 42,759.77                   | 30,684.62                     | 495,589.46                                |
| 2/1/93 | 67,141.30                | 40,266.64                   | 26,874.66                     | 468,714.80                                |
| 8/1/93 | 71,305.84                | 38,083.08                   | 33,222.76                     | 435,492.04                                |
| 2/1/94 | 64,404.69                | 35,383.73                   | 29,020.96                     | 406,471.08                                |
| 8/1/94 | 68,964.75                | 33,025.77                   | 35,938.98                     | 370,532.10                                |
| 2/1/95 | 61,499.80                | 30,105.73                   | 31,394.07                     | 339,138.03                                |
| 8/1/95 | 66,432.14                | 27,554.97                   | 38,877.17                     | 300,260.86                                |
| 2/1/96 | 72,254.87                | 24,396.19                   | 47,858.68                     | 252,402.18                                |
| 8/1/96 | 98,161.49                | 20,507.68                   | 77,653.81                     | 174,748.37                                |
| 2/1/97 | 98,161.49                | 14,198.31                   | 83,963.18                     | 90,785.19                                 |
| 8/1/97 | 98,161.49                | 7,376.30                    | 90,785.19                     | 0.00                                      |
|        |                          |                             | <u>\$1,000,000.00</u>         |   |

\* Interest only on the CSA Indebtedness accrued to this date shall be payable pursuant to Article 4 hereof.

SCHEDULE I

ALLOCATION SCHEDULE OF EACH \$1,000,000 of 16 1/4 CSA INDEBTEDNESS

SCHEDULE D EQUIPMENT

|        | <u>Total<br/>Payment</u> | <u>Interest<br/>Payment</u> | <u>Principal<br/>Recovery</u> | <u>Remaining<br/>Ending<br/>Principal</u> |
|--------|--------------------------|-----------------------------|-------------------------------|---|
| 8/1/82 | *                        | *                           | -0-                           | \$1,000,000.00                            |
| 2/1/83 | *                        | *                           | -0-                           | 1,000,000.00                              |
| 8/1/83 | \$ 97,379.65             | \$81,250.00                 | \$ 16,129.65                  | 983,870.35                                |
| 2/1/84 | 102,945.15               | 79,939.46                   | 23,005.69                     | 960,864.66                                |
| 8/1/84 | 102,945.15               | 78,070.25                   | 24,874.90                     | 935,989.76                                |
| 2/1/85 | 102,945.15               | 76,049.16                   | 26,895.99                     | 909,093.77                                |
| 8/1/85 | 102,945.15               | 73,863.87                   | 29,081.28                     | 880,012.49                                |
| 2/1/86 | 102,945.15               | 71,501.01                   | 31,444.14                     | 848,568.35                                |
| 8/1/86 | 102,945.15               | 68,946.17                   | 33,998.98                     | 814,569.37                                |
| 2/1/87 | 102,945.15               | 66,183.76                   | 36,761.39                     | 777,807.98                                |
| 8/1/87 | 102,945.15               | 63,196.89                   | 39,748.26                     | 738,059.72                                |
| 2/1/88 | 102,945.15               | 59,967.35                   | 42,977.80                     | 695,081.92                                |
| 8/1/88 | 56,837.85                | 56,475.40                   | 362.45                        | 694,719.47                                |
| 2/1/89 | 56,808.41                | 56,445.96                   | 362.45                        | 694,357.02                                |
| 8/1/89 | 80,825.18                | 56,416.50                   | 24,408.68                     | 669,948.34                                |
| 2/1/90 | 78,209.64                | 54,433.30                   | 23,776.34                     | 646,172.00                                |
| 8/1/90 | 79,905.48                | 52,501.48                   | 27,404.00                     | 618,768.00                                |
| 2/1/91 | 75,490.10                | 50,274.90                   | 25,215.20                     | 593,552.80                                |
| 8/1/91 | 78,382.62                | 48,226.17                   | 30,156.45                     | 563,396.35                                |
| 2/1/92 | 72,049.29                | 45,775.95                   | 26,273.34                     | 537,123.01                                |
| 8/1/92 | 76,215.96                | 43,641.24                   | 32,574.72                     | 504,548.29                                |
| 2/1/93 | 69,396.16                | 40,994.54                   | 28,401.62                     | 476,146.67                                |
| 8/1/93 | 73,882.28                | 38,686.92                   | 35,195.36                     | 440,951.31                                |
| 2/1/94 | 66,575.64                | 35,827.30                   | 30,748.34                     | 410,202.97                                |
| 8/1/94 | 71,381.11                | 33,328.99                   | 38,052.12                     | 372,150.85                                |
| 2/1/95 | 63,482.94                | 30,237.25                   | 33,245.69                     | 338,905.16                                |
| 8/1/95 | 68,677.14                | 27,536.04                   | 41,141.10                     | 297,764.06                                |
| 2/1/96 | 100,005.52               | 24,193.33                   | 75,812.19                     | 221,951.87                                |
| 8/1/96 | 96,590.57                | 18,033.58                   | 78,556.98                     | 143,394.89                                |
| 2/1/97 | 99,705.76                | 11,650.83                   | 88,054.93                     | 55,339.96                                 |
| 8/1/97 | 59,836.33                | 4,496.37                    | 55,339.96                     | 0.00                                      |
|        |                          |                             | <u>\$1,000,000.00</u>         |   |

\* Interest only on the CSA Indebtedness accrued to this date shall be payable pursuant to Article 4 hereof.

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AMENDMENT  
Dated as of July 1, 1983  
To  
CONDITIONAL SALE AGREEMENT

Dated as of May 15, 1982

Between

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
as Agent and as assignee from  
UNITED-AMERICAN CAR CO.

and

THE CONNECTICUT BANK AND TRUST COMPANY,  
not in its individual capacity, but solely as trustee  
under the Trust Agreement dated as of May 15, 1982 with  
Litton Equity Investments, Inc.

16-1/4% Conditional Sale Indebtedness Due 1997  
[Covering 224 United-American 100-Ton Coal Cars]

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Original Conditional Sale Agreement filed with the  
Interstate Commerce Commission pursuant to 49 U.S.C.  
§ 11303 on June 24, 1982, at 10:40 a.m., recordation number  
13670.

AMENDMENT dated as of July 1, 1983 to CONDITIONAL SALE AGREEMENT ("CSA") dated as of May 15, 1982, between UNITED-AMERICAN CAR CO., a Delaware corporation ("Builder"), and THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, acting not in its individual capacity but solely as trustee ("Trustee") under the Trust Agreement dated as of May 15, 1982 ("Trust Agreement") with LITTON EQUITY INVESTMENTS, INC., a Nevada corporation ("Owner").

WHEREAS, pursuant to an Agreement and Assignment dated as of May 15, 1982 (filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on June 24, 1982, at 10:40 a.m., recordation number 13670-A) the Builder assigned its rights under the CSA to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), which is acting as agent for State of Wisconsin Investment Board pursuant to the Participation Agreement dated as of May 15, 1983 among the Lessee, the Agent, the Owner, the Trustee and the Investor (as defined therein); and

WHEREAS, The Parties Hereto wish to amend the CSA to change the Allocation Schedule for Schedule B Equipment (as defined in the CSA) and to add an Allocation Schedule for Schedule D Equipment (as defined in the CSA);

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

1. The CSA is hereby amended as follows:

(a) by deleting the second page of Schedule I to the CSA (designated as the Allocation Schedule for Schedule B Equipment and appearing on page C-38 of the CSA) and substituting therefor the revised Allocation Schedule for Schedule B Equipment attached hereto; and

(b) by adding a fourth page to Schedule I to the CSA setting forth an Allocation Schedule for Schedule D Equipment in the form attached hereto (which is designated as new page C-39A of the CSA).

2. Except as amended hereby, the CSA shall remain unaltered and in full force and effect.

3. This Amendment will be filed with the Interstate Commerce Commission.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall deliver a counterpart signed by it to Messrs. Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers or other persons, as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent,

By \_\_\_\_\_  
Assistant Vice President

[Corporate Seal]

Attest:

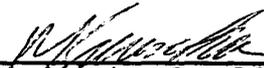
\_\_\_\_\_  
Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity, but solely as trustee as aforesaid,

By   
Authorized Officer

[Seal]

Attest:

  
Authorized Officer

STATE OF MARYLAND )  
 ) ss.:  
CITY OF BALTIMORE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1983, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is an \_\_\_\_\_ of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, 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 CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this 13<sup>th</sup> day of September, 1983, before me personally appeared B. Kacich, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, 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:

PATTY A. LYNCH  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1987

SCHEDULE I

ALLOCATION SCHEDULE OF EACH \$1,000,000 of 16 1/4 CSA INDEBTEDNESS

SCHEDULE B EQUIPMENT

|        | <u>Total<br/>Payment</u> | <u>Interest<br/>Payment</u> | <u>Principal<br/>Recovery</u> | <u>Remaining<br/>Ending<br/>Principal</u> |
|--------|--------------------------|-----------------------------|-------------------------------|---|
| 8/1/82 | *                        | *                           | -0-                           | \$1,000,000.00                            |
| 2/1/83 | *                        | *                           | -0-                           | 1,000,000.00                              |
| 8/1/83 | \$ 98,161.49             | \$81,250.00                 | \$ 16,911.49                  | 983,088.51                                |
| 2/1/84 | 98,161.49                | 79,875.94                   | 18,285.55                     | 964,802.96                                |
| 8/1/84 | 98,161.49                | 78,390.24                   | 19,771.25                     | 945,031.71                                |
| 2/1/85 | 98,161.49                | 76,783.83                   | 21,377.66                     | 923,654.05                                |
| 8/1/85 | 98,161.49                | 75,046.89                   | 23,114.60                     | 900,539.45                                |
| 2/1/86 | 98,161.49                | 73,168.83                   | 24,992.66                     | 875,546.79                                |
| 8/1/86 | 98,161.49                | 71,138.18                   | 27,023.31                     | 848,523.48                                |
| 2/1/87 | 98,161.49                | 68,942.54                   | 29,218.95                     | 819,304.53                                |
| 8/1/87 | 98,161.49                | 66,568.49                   | 31,593.00                     | 787,711.53                                |
| 2/1/88 | 98,161.49                | 64,001.56                   | 34,159.93                     | 753,551.60                                |
| 8/1/88 | 98,161.49                | 61,226.07                   | 36,935.42                     | 716,616.18                                |
| 2/1/89 | 98,161.49                | 58,225.07                   | 39,936.42                     | 676,679.76                                |
| 8/1/89 | 84,416.71                | 54,980.24                   | 29,436.47                     | 647,243.29                                |
| 2/1/90 | 71,804.82                | 52,588.52                   | 19,216.30                     | 628,026.99                                |
| 8/1/90 | 77,844.71                | 51,027.19                   | 26,817.52                     | 601,209.47                                |
| 2/1/91 | 70,608.50                | 48,848.28                   | 21,760.22                     | 579,449.25                                |
| 8/1/91 | 75,402.23                | 47,080.25                   | 28,321.98                     | 551,127.27                                |
| 2/1/92 | 69,632.28                | 44,779.09                   | 24,853.19                     | 526,274.08                                |
| 8/1/92 | 73,444.39                | 42,759.77                   | 30,684.62                     | 495,589.46                                |
| 2/1/93 | 67,141.30                | 40,266.64                   | 26,874.66                     | 468,714.80                                |
| 8/1/93 | 71,305.84                | 38,083.08                   | 33,222.76                     | 435,492.04                                |
| 2/1/94 | 64,404.69                | 35,383.73                   | 29,020.96                     | 406,471.08                                |
| 8/1/94 | 68,964.75                | 33,025.77                   | 35,938.98                     | 370,532.10                                |
| 2/1/95 | 61,499.80                | 30,105.73                   | 31,394.07                     | 339,138.03                                |
| 8/1/95 | 66,432.14                | 27,554.97                   | 38,877.17                     | 300,260.86                                |
| 2/1/96 | 72,254.87                | 24,396.19                   | 47,858.68                     | 252,402.18                                |
| 8/1/96 | 98,161.49                | 20,507.68                   | 77,653.81                     | 174,748.37                                |
| 2/1/97 | 98,161.49                | 14,198.31                   | 83,963.18                     | 90,785.19                                 |
| 8/1/97 | 98,161.49                | 7,376.30                    | 90,785.19                     | 0.00                                      |
|        |                          |                             | <u>\$1,000,000.00</u>         |   |

\* Interest only on the CSA Indebtedness accrued to this date shall be payable pursuant to Article 4 hereof.

SCHEDULE I

ALLOCATION SCHEDULE OF EACH \$1,000,000 of 16 1/4 CSA INDEBTEDNESS

SCHEDULE D EQUIPMENT

|        | <u>Total<br/>Payment</u> | <u>Interest<br/>Payment</u> | <u>Principal<br/>Recovery</u> | <u>Remaining<br/>Ending<br/>Principal</u> |
|--------|--------------------------|-----------------------------|-------------------------------|---|
| 8/1/82 | *                        | *                           | -0-                           | \$1,000,000.00                            |
| 2/1/83 | *                        | *                           | -0-                           | 1,000,000.00                              |
| 8/1/83 | \$ 97,379.65             | \$81,250.00                 | \$ 16,129.65                  | 983,870.35                                |
| 2/1/84 | 102,945.15               | 79,939.46                   | 23,005.69                     | 960,864.66                                |
| 8/1/84 | 102,945.15               | 78,070.25                   | 24,874.90                     | 935,989.76                                |
| 2/1/85 | 102,945.15               | 76,049.16                   | 26,895.99                     | 909,093.77                                |
| 8/1/85 | 102,945.15               | 73,863.87                   | 29,081.28                     | 880,012.49                                |
| 2/1/86 | 102,945.15               | 71,501.01                   | 31,444.14                     | 848,568.35                                |
| 8/1/86 | 102,945.15               | 68,946.17                   | 33,998.98                     | 814,569.37                                |
| 2/1/87 | 102,945.15               | 66,183.76                   | 36,761.39                     | 777,807.98                                |
| 8/1/87 | 102,945.15               | 63,196.89                   | 39,748.26                     | 738,059.72                                |
| 2/1/88 | 102,945.15               | 59,967.35                   | 42,977.80                     | 695,081.92                                |
| 8/1/88 | 56,837.85                | 56,475.40                   | 362.45                        | 694,719.47                                |
| 2/1/89 | 56,808.41                | 56,445.96                   | 362.45                        | 694,357.02                                |
| 8/1/89 | 80,825.18                | 56,416.50                   | 24,408.68                     | 669,948.34                                |
| 2/1/90 | 78,209.64                | 54,433.30                   | 23,776.34                     | 646,172.00                                |
| 8/1/90 | 79,905.48                | 52,501.48                   | 27,404.00                     | 618,768.00                                |
| 2/1/91 | 75,490.10                | 50,274.90                   | 25,215.20                     | 593,552.80                                |
| 8/1/91 | 78,382.62                | 48,226.17                   | 30,156.45                     | 563,396.35                                |
| 2/1/92 | 72,049.29                | 45,775.95                   | 26,273.34                     | 537,123.01                                |
| 8/1/92 | 76,215.96                | 43,641.24                   | 32,574.72                     | 504,548.29                                |
| 2/1/93 | 69,396.16                | 40,994.54                   | 28,401.62                     | 476,146.67                                |
| 8/1/93 | 73,882.28                | 38,686.92                   | 35,195.36                     | 440,951.31                                |
| 2/1/94 | 66,575.64                | 35,827.30                   | 30,748.34                     | 410,202.97                                |
| 8/1/94 | 71,381.11                | 33,328.99                   | 38,052.12                     | 372,150.85                                |
| 2/1/95 | 63,482.94                | 30,237.25                   | 33,245.69                     | 338,905.16                                |
| 8/1/95 | 68,677.14                | 27,536.04                   | 41,141.10                     | 297,764.06                                |
| 2/1/96 | 100,005.52               | 24,193.33                   | 75,812.19                     | 221,951.87                                |
| 8/1/96 | 96,590.57                | 18,033.58                   | 78,556.98                     | 143,394.89                                |
| 2/1/97 | 99,705.76                | 11,650.83                   | 88,054.93                     | 55,339.96                                 |
| 8/1/97 | 59,836.33                | 4,496.37                    | 55,339.96                     | 0.00                                      |
|        |                          |                             | <u>\$1,000,000.00</u>         |   |

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