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INTERSTATE COMMERCE COMMISSION

OFFICES IN
MARYLAND
NEW YORK
NEW JERSEY

October 12, 1989

OCT 12 3 33 PM '89
FEDERAL BUREAU OF INVESTIGATION

HAND-DELIVERED

9-285A030

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303(a) are two (2) originally executed copies of the Loan and Security Agreement dated as of October 6, 1989, a primary document as defined in the Commission's Rules for the Recordation of Documents.

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

Debtor: Meridian Trust Company, not in its individual capacity but solely as owner trustee (the "Owner Trustee") under the Trust Agreement dated October 6, 1989 between the Owner Trustee and MNC Leasing, a division of MNC Credit Corp.
35 North 6th Street
Reading, Pennsylvania

Secured Party: Chase Manhattan Service Corporation
South 61 Paramas Road
Paramus, New Jersey 07652

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 attached hereto and made a part hereof.

Deborah M. Mulligan
Concurrence

OBER, KALER, GRIMES & SHRIVER

Ms. Noreta R. McGee
October 12, 1989
Page Two

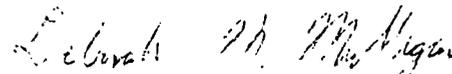
Also enclosed is our check in the amount of \$13.00 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return a filed-stamped copy of the enclosed document to Patrick K. Cameron, Esquire, Ober, Kaler, Grimes & Shriver, 1600 Maryland National Bank Building, 10 Light Street, Baltimore, Maryland 21202.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Loan and Security Agreement dated as of October 6, 1989, by and between Chase Manhattan Service Corporation, Secured Party, and Meridian Trust Company, as Owner Trustee, Debtor, covering 30 General Electric Model Dash 8-40C 4000 HP Dual Electric Locomotives.

Very truly yours,



Deborah M. Mulligan

Enclosures

Schedule 1

DESCRIPTION OF UNITS

30 General Electric Model Dash 8-40C 4000 HP Diesel Electric Locomotives with the following respective road numbers:

Chicago and North Western Transportation Company
Road Numbers

CNW 8501
CNW 8502
CNW 8503
CNW 8504
CNW 8505
CNW 8506
CNW 8507
CNW 8508
CNW 8509
CNW 8510
CNW 8511
CNW 8512
CNW 8513
CNW 8514
CNW 8515
CNW 8516
CNW 8517
CNW 8518
CNW 8519
CNW 8520
CNW 8521
CNW 8522
CNW 8523
CNW 8524
CNW 8525
CNW 8526
CNW 8527
CNW 8528
CNW 8529
CNW 8530

RECORDATION NO. 16428C FILED 1425

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INTERSTATE COMMERCE COMMISSION

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LOAN AND SECURITY AGREEMENT

Dated as of
October 6, 1989

BETWEEN

MERIDIAN TRUST COMPANY,
Owner Trustee

AND

CHASE MANHATTAN SERVICE CORPORATION,
Lender

Thirty General Electric Model Dash 8-40C Locomotives

=====

This Loan and Security Agreement relates to the Lease Agreement dated as of July 14, 1989 between Chase Manhattan Service Corporation, as Lessor, and Chicago and North Western Transportation Company, as Lessee, an executed original of which has heretofore been filed with the Interstate Commerce Commission on July 14, 1989, 11:15 A.M. under Recordation No. 16428, as amended by Lease Amendment No. 1 dated as of October 6, 1989, which has heretofore been filed with the Interstate Commerce Commission on October __, 1989, at _____ .M. under Recordation No. _____.

LOAN AND SECURITY AGREEMENT

LOAN AND SECURITY AGREEMENT dated as of October 6, 1989 between MERIDIAN TRUST COMPANY, a Pennsylvania trust company, in its individual capacity only as expressly stated herein (when acting in such individual capacity called "MTC", and otherwise solely as owner trustee under the Trust Agreement referred to below (in such capacity, together with its successors and permitted assigns, the "Owner Trustee")), and CHASE MANHATTAN SERVICE CORPORATION, a New York corporation, and its successors and permitted assigns as Lender (the "Lender").

WHEREAS, unless otherwise expressly defined herein, all capitalized terms used herein shall have the respective meanings attributed thereto in the Lease;

WHEREAS, the Owner Participant and the Owner Trustee are parties to a Trust Agreement dated as of October 6, 1989 (as amended or otherwise modified from time to time in accordance with the provisions hereof and thereof, the "Trust Agreement"); whereby, among other things, the Owner Trustee has declared a certain trust for the use and benefit of the Owner Participant, subject, however, to the lien of this Agreement, and the Owner Trustee is authorized and directed to execute and deliver this Agreement;

WHEREAS, the Owner Trustee desires by this Agreement, among other things, to provide for the assignment, mortgage and pledge by the Owner Trustee to the Lender of certain of the Owner Trustee's right, title and interest in and to the Units, the Lease and the Purchase Agreement Assignment and the payments and other amounts received thereunder or in respect thereof in accordance with the terms hereof, as security for the Owner Trustee's obligations to the Lender hereunder;

WHEREAS, all things have been done to make the Note (as defined below), when executed by the Owner Trustee and issued and delivered hereunder, the valid obligation of the Owner Trustee; and

WHEREAS, all things necessary to make this Agreement the legal, valid and binding obligation of the Lender and the Owner Trustee, for the uses and purposes herein set forth and in accordance with its terms, have been done and performed and have happened;

-- GRANTING CLAUSE --

NOW, THEREFORE, THIS LOAN AND SECURITY AGREEMENT WITNESSETH, that, to secure the prompt payment of the principal of and interest on, and all other amounts due with respect to, the Note from time to time outstanding hereunder and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Lender herein and in the Note contained, and the prompt payment of any and all amounts from time to time owing hereunder and under the Transaction Documents by the Owner Trustee to the Lender (all of the foregoing obligations being collectively referred to as the "Obligations"), and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained, and of the sum of \$1 and other good and valuable consideration paid to the Owner Trustee by the Lender at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, assign, transfer, convey, mortgage, pledge and confirm, unto the Lender, its successors and permitted assigns, for the security and benefit of the Lender and such successors and permitted assigns, as aforesaid, a security interest in and mortgage lien (the "Lien") upon, all right, title and interest of the Owner Trustee in, to and under the following described property, rights and privileges (which collectively shall constitute the "Collateral", expressly excluding therefrom, however, all Excepted Rights and Payments), to wit:

1. all estate, right, title and interest of the Owner Trustee in the Units and all replacements thereof and substitutions therefor, and all records, logs and other documents at any time maintained with respect to the foregoing property;

2. all estate, right, title and interest of the Owner Trustee in, to and under the Lease and all Rent thereunder, including, without limitation, all Basic Rent, Supplemental Rent, insurance proceeds and requisition and other payments of any kind thereunder and including all rights of the Owner Trustee to execute any election or option or to give any notice, consent, waiver, or approval under or in respect of the Lease or to accept any surrender of the Units or any part thereof owned by the Owner Trustee, as well as any rights, powers or remedies on the part of the Owner Trustee, whether arising under the Lease or by statute or at law or in equity, or otherwise;

3. all estate, right, title and interest of the Owner Trustee in, to and under the Purchase Agreement Assignment (including, without limitation, all rights to amounts paid or payable to the Owner Trustee thereunder and all rights to enforce such payments);

4. all tolls, rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of this Agreement including all payments or proceeds payable to the Owner Trustee after termination of the Lease with respect to any Unit as the result of the sale, lease or other disposition thereof, and all estate, right, title and interest of every nature whatsoever of the Owner Trustee in and to the same and every part thereof; and

5. all proceeds of the foregoing.

Any and all properties referred to in this Granting Clause which are hereafter acquired by the Owner Trustee, shall, without further conveyance, assignment or act by the Owner Trustee or the Lender thereby become and be subject to the security interest hereby granted as fully and completely as though specifically described herein.

Neither MTC, the Owner Trustee nor the Owner Participant shall have any personal liability hereunder for amounts payable under the Note or herein contained, or (except as expressly hereinafter provided) for any claim based hereon or thereon, it being expressly understood that the obligations of the Owner Participant, Owner Trustee and MTC hereunder with respect to amounts payable under the Note and (except as expressly provided herein) other obligations arising hereunder of the Owner Participant, Owner Trustee and MTC are non-recourse; provided, however, that the foregoing limitation shall not, in and of itself, be deemed to prevent recourse to and enforcement against the Collateral for the performance of the covenants of the Owner Trustee contained herein and in the Note and for liabilities, obligations and undertakings of the Owner Trustee contained herein and therein.

The Owner Trustee does hereby constitute the Lender the true and lawful attorney of the Owner Trustee, irrevocably, with full power (in the name of the Owner Trustee or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all monies and claims for monies (in each case including insurance and requisition proceeds) due and to become due under or arising out of the Transaction Documents and all other property which now or hereafter constitutes part of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or to institute any proceedings which the Lender may deem

to be necessary or advisable in the premises; provided, however, such power of attorney shall only become and remain legally effective upon the occurrence and continuation of an Owner Default, and only be exercised in connection with the appropriate exercise of the remedies specified in Sections 4.03, 4.04 or 4.05, to the extent then applicable. The Lender does hereby constitute the Owner Trustee (or the Owner Participant if so directed by the Owner Participant) the true and lawful attorney of the Lender, irrevocably with full power (in the name of the Lender or otherwise) to execute such documents and take such actions as may be necessary to (i) transfer some or all of the Units to the Lessee free and clear of all liens and encumbrances as contemplated by the provisions of Section 19.1 of the Lease and (ii) dispose of any Units free of the Lien of this Agreement following a Lease Event of Default to the extent the Lender fails or refuses to do the same following a request therefor by the Owner Participant.

The Owner Trustee does hereby warrant and represent that (except as permitted herein) it has not assigned or pledged any of its right, title, and interest hereby assigned to anyone other than the Lender.

The Owner Trustee does hereby ratify and confirm each of the Transaction Documents to which it is a party and does hereby agree that (except as permitted herein) it will not take or omit to take any action, the taking or omission of which would result in a material impairment of any of the Lender's material rights created by the assignment hereunder.

IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Special Definitions. For all purposes of this Agreement the following terms shall have the following meanings (such definitions to be equally applicable to both the singular and plural forms of the terms defined). Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time in accordance with the applicable provisions thereof and of the other Transaction Documents. Unless otherwise specified, Section and Article references are to Sections and Articles of this Agreement.

"Agreement", "this Agreement", and "the Loan and Security Agreement" mean this Loan and Security Agreement, including any amendment or supplement from time to time entered into pursuant hereto.

"Applicable Rate" means 9.65% per annum.

"Assignment" means the Sale Agreement and Assignment dated as of October 6, 1989, among Chase Manhattan Service Corporation, the Owner Trustee and the Owner Participant, as at any time amended pursuant to the terms thereof.

"Bills of Sale" means the Manufacturer's Bill of Sale dated August 8, 1989, the Manufacturer's Bill of Sale dated August 25, 1989 and the Bill of Sale from Chase Manhattan Service Corporation to the Owner Trustee dated as of October 11, 1989.

"Business Day" means a day other than a Saturday, Sunday or other day on which banks are required or authorized to close in any of the City of New York, New York, Reading, Pennsylvania or Baltimore, Maryland.

"Closing Date" shall mean that certain date specified in the Assignment as the Closing Date.

"Debt Portion of Stipulated Loss Value" shall mean an amount equal to the Purchase Price of all Units then subject to the terms of the Lease times the percentage set forth in the "Debt" column of Schedule B hereto determined as of the second day of the month in which a Lease Event of Default occurs; provided, however, if such Lease Event of Default occurs on the first or second day of any month, the applicable percentage shall be as set forth opposite the second day of the preceding month; provided further, however, if such Lease Event of Default occurs on or prior to November 1, 1989, the applicable percentage shall be as set forth opposite October 11, 1989, and if such Lease Event of Default occurs between November 2, 1989 and December 2, 1989, inclusive, the applicable percentage shall be as set forth opposite November 1, 1989.

"Default Rate" means a rate per annum equal to the lower of two percent (2%) over the prime rate of interest from time to time announced by The Chase Manhattan Bank (National Association), at its principal office in New York City as its prime commercial lending rate or the maximum rate of interest permitted by law.

"Dollars" and "\$" means lawful currency of the United States of America.

"Equity Letter of Credit" shall have the meaning set forth in Section 2.04 hereof.

"Equity Portion of Stipulated Loss Value" shall mean an amount equal to the Purchase Price of all Units then subject

to the terms of the Lease times the percentage set forth in the "Equity" column of Schedule B hereto determined as of the second day of the month in which a Lease Event of Default occurs; provided, however, if such Lease Event of Default occurs on the first or second day of any month, the applicable percentage shall be as set forth opposite the second day of the preceding month; provided further, however, if such Lease Event of Default occurs on or prior to November 1, 1989, the applicable percentage shall be as set forth opposite October 11, 1989, and if such Lease Event of Default occurs between November 2, 1989 and December 2, 1989, inclusive, the applicable percentage shall be as set forth opposite November 1, 1989.

"Excepted Rights and Payments" means and includes (i) public liability insurance proceeds payable under public liability insurance maintained for the benefit of the Owner Participant or Owner Trustee (in each case, for the purposes of this definition whether or not in its individual capacity) and payable by the terms of such insurance or under any of the Transaction Documents directly to the Owner Participant or the Owner Trustee, in any such case for its own respective account, (ii) proceeds of insurance separately maintained by and for the benefit of the Owner Participant or the Owner Trustee so long as the separate maintenance of such insurance does not reduce the coverage of, or any amount payable under, any insurance constituting part of the Collateral, (iii) all rights, remedies and benefits (together with the proceeds thereof) of the Owner Participant and the Owner Trustee (whether or not in its individual capacity) and their respective officers and employees under this Agreement, the Lease, the Notice or the Trust Agreement with respect to (a) any fees or indemnities payable in favor of any of such persons, or (b) any amount payable to the Owner Participant (other than by the Lessee) as the purchase price of all or any portion of the Owner Participant's beneficial interest in the Lease Property in connection with a transfer thereof pursuant to and in accordance with the Assignment, (iv) all rights, remedies and benefits (together with the proceeds thereof) of the Owner Participant under the Equity Letter of Credit or relating or incidental thereto, (v) all right, title and interest of the Owner Participant and the Owner Trustee in and relating to any portion of the property constituting Collateral that has been released from the Lien of this Agreement including, but not limited to, all payments, insurance proceeds or other amounts with respect thereto, (vi) the right of the Owner Trustee and the Owner Participant, if any, but not to the exclusion of Lender, (a) to receive from Lessee certificates and other documents and information which the Lessee is required to give or furnish pursuant to the Lease or the Notice and (b) to inspect the Units and all records relating thereto, (vii) all rights of the Owner Participant and the Owner Trustee, to compromise or waive any rights, remedy or benefit constituting Excepted Rights and Payments or to modify, amend or

waive any provision conferring such Excepted Rights and Payments, (viii) all rights of the Owner Trustee or the Owner Participant under the Transaction Documents to demand, collect, sue for or otherwise obtain all amounts from the Lessee due the Owner Trustee or the Owner Participant on account of any payments referred to in paragraphs (i) through (x) hereof, and to seek legal or equitable remedies to require the Lessee to maintain the insurance coverage, and to provide the notices or permit inspections, as referred to in paragraphs (i) and (vi) above, provided that the rights referred to in this paragraph (viii) shall only include the right to and for Excepted Rights and Payments; (ix) any interest or late charge on any amount payable under clauses (i) through (x) hereof; and (x) all proceeds of the foregoing.

"Insolvency Default" means an event of the type described in Section 4.02(d) or (e) hereof.

"Lease" means the Lease Agreement dated as of July 14, 1989, between Chase Manhattan Service Corporation and Chicago and North Western Transportation Company, as at any time amended pursuant to the terms thereof.

"Lease Default" means an event which with notice or lapse of time or both would become a Lease Event of Default.

"Lease Event of Default" means any of the events specified in Section 14 of the Lease.

"Lessee" means Chicago and North Western Transportation Company, a Delaware corporation.

"Lien" shall have the meaning set forth in the Granting Clause hereof.

"Loan" means the principal amount of money which the Lender lends to the Owner Trustee on the Closing Date pursuant hereto.

"Loan Default" means an event which with notice or lapse of time or both would become a Loan Event of Default.

"Loan Event of Default" shall mean any of the events specified in Section 4.02.

"Make-Whole Amount" means the amount required to compensate the Lender for any actual losses or reasonable out-of-pocket costs or expenses which it may in good faith incur as the result of prepayment of the Note held by it, including, without limitation, the actual losses, or reasonable out-of-pocket costs or expenses incurred in connection with unwinding or liquidating

any deposits or funding or financing arrangement with its funding sources as a direct result of such prepayment.

"Note" means the promissory note duly executed and delivered by the Owner Trustee in substantially the form of Exhibit A hereto and any new Note issued pursuant to Section 2.06 hereof.

"Notice" means the Letter dated October 11, 1989 from the Lender to the Lessee and acknowledged by the Lessee.

"Owner Default" means a Loan Event of Default proximately caused or attributable to the Owner Participant, which is not a Lease Event of Default or an Insolvency Default (other than in respect of the Owner Participant or at the direction of the Owner Participant).

"Owner Participant" means MNC Leasing, a division of MNC Credit Corp, a wholly-owned subsidiary of MNC Affiliates Group, a sister company of Maryland National Bank, and transferees thereof as and to the extent permitted by the Transaction Documents or waived by the party or parties having the right to make such waiver.

"Payment Date" means January 2nd and July 2nd of each year commencing January 2, 1990, provided, however, that if such date does not fall on a Business Day, the Payment Date shall be the next succeeding Business Day.

"Purchase Price" means, with respect to each Unit, \$1,332,677.03.

"Transaction Documents" means this Agreement, the Note, the Lease, the Purchase Agreement Assignment, the Tax Indemnification Agreement, the Assignment, the Bills of Sale, the Notice, the Trust Agreement and any other documents, agreements, and instruments, executed or delivered in connection therewith; and for all purposes, any reference to Transaction Documents or any of the other such documents, agreements or instruments, shall mean such documents, agreements or instruments as amended, supplemental and modified from time to time.

ARTICLE II

AMOUNT AND TERMS OF LOAN.

Section 2.01. Loan. Subject to the terms and conditions of this Agreement, the Lender agrees to make a Loan to the Owner Trustee in the principal amount of \$30,233,111.18 and otherwise in accordance with the terms of the Assignment to finance a portion of the purchase price of the Units.

Section 2.02. Use of Proceeds. The proceeds of the Loan shall be used solely to finance a portion of the purchase price of the Units.

Section 2.03. The Note. The Loan shall be evidenced by the Note. The Note shall (a) be dated the date on which the Loan is made, (b) be in the principal amount of the Loan, (c) bear interest on the unpaid principal amount thereof from the date thereof until paid in full, at the rate specified therein, (d) be subject to and be repayable in accordance with the terms and provisions hereof and thereof, and (e) be transferable by the holder thereof in accordance with the provisions of Section 2.06 hereof.

Section 2.04 Equity Letter of Credit. Lender shall have the option at any time during the term of this Agreement to deliver to the Owner Participant an irrevocable standby letter of credit, in form and substance and issued by a commercial bank or other financial institution acceptable to the Owner Participant and in an amount which at all times throughout the remaining term hereof is equal to the Purchase Price of the Units then subject to the terms of the Lease times the respective percentages set forth in the "Equity" column of Schedule B hereto plus that portion of Basic Rent due to the Owner Participant as of each Lease Payment Date ("Equity Letter of Credit"). Upon delivery to the Owner Participant of the Equity Letter of Credit, and so long as it remains fully enforceable in accordance with its terms, the Owner Trustee and Owner Participant agree that all payments received from or on behalf of the Lessee or as a result of a disposition of the Units following a Lease Event of Default or otherwise shall be applied in the following order of priority:

First, to the payment of the principal of and interest then due on the Note (including any interest on overdue principal and, to the extent permitted by law, on interest due on the Note);

Second, to the payment of all other sums then due and owing to the Lender hereunder and under the Note; and

Third, the balance, if any, of such payment remaining thereafter to be distributed to the Owner Participant.

2.05 Receipt, Distribution and Application of Payments.

(a) Except as otherwise provided in Section 2.04 and Section 2.05(d), (g) and (j) hereof, each installment of Basic Rent, and any payment of interest on any installment of Basic Rent which is not paid when due, received by the Owner Trustee shall be distributed by the Owner Trustee on the date payment

thereof is due (or as soon thereafter as such payment shall be received by the Owner Trustee) in the following order of priority; provided, however, that if such payments are insufficient to pay in full the amounts then due to the Lender and to the Owner Participant under this subparagraph (a), such payments shall be distributed first as provided in clause Second below and second, the balance, if any, as provided in clause First below:

First, to the payment of the principal of and interest then due on the Note (including any interest on overdue principal and, to the extent permitted by law, on interest due on the Note); and

Second, to the payment of Basic Rent then due to the Owner Participant as set forth in the "Equity" column of Schedule A hereof, plus interest on such Basic Rent at the Default Rate as set forth in the Lease from the due date thereof to the date of payment.

(b) Except as otherwise provided in Section 2.04 and Section 2.05(d), (g) and (j) hereof, the Stipulated Loss Value, and other payments received by the Owner Trustee pursuant to the Lease upon the occurrence of an Event of Loss with respect to any Units shall be distributed on the applicable Lease Payment Date upon receipt by the Owner Trustee in the following order of priority:

First, to redeem in full that portion of the aggregate unpaid principal of the Note, equal to the product obtained by multiplying the amount received by the Owner Trustee by a fraction, the numerator of which shall be the aggregate Purchase Price for the Unit or Units in respect of which a payment is being made and the denominator of which shall be the aggregate Purchase Price of all Units subject to the Lease immediately before the event giving rise to such payments under the Lease, plus accrued but unpaid interest thereon (including any interest on overdue principal and, to the extent legally enforceable, on interest due on the Note) to the date of payment; and

Second, the balance, if any, of such payment remaining thereafter shall be distributed to the Owner Participant; provided, however, that if there occurs a Loan Event of Default which is also a Lease Event of Default prior to the Owner Trustee's receipt of payment from or on behalf of the Lessee, all payments which but for this proviso would be distributed pursuant to the provisions of subparagraph (b), shall be held by the Owner Trustee and distributed in accordance with subparagraph (d) hereof.

(c) Except as otherwise provided in Section 2.04 and Section 2.05(d), (g) and (j) hereof, the proceeds from the sale of any Unit pursuant to Section 19.1 of the Lease shall be distributed on the date received by the Owner Trustee in the following order of priority; provided that if such proceeds are insufficient to pay in full the amounts then due to the Lender and to the Owner Participant under clause First and Second of this subparagraph (c), such proceeds shall be distributed first as provided in clause Second below, second as provided in clause First below, and the balance, if any, of such proceeds remaining as provided in clause Third below:

First, to redeem in full that portion of the aggregate unpaid principal of the Note, equal to the product obtained by multiplying the amount received by the Owner Trustee by a fraction, the numerator of which shall be the aggregate Purchase Price for the Unit or Units in respect of which a payment is being made and the denominator of which shall be the aggregate Purchase Price of all Units subject to the Lease immediately before the event giving rise to such payment under the Lease, plus accrued and unpaid interest thereon (including any interest on overdue principal and, to the extent legally enforceable, on interest due on the Note) to the date of payment;

Second, to the payment to the Owner Participant of all amounts then due it pursuant to the terms of the Transaction Documents; and

Third, the balance, if any, of such payment remaining thereafter shall be distributed to the Owner Participant.

(d) Except as otherwise provided in Section 2.04 and Section 2.05(g) and (j) hereof, for so long as a Lease Event of Default as specified in Section 4.02(a) hereof shall have occurred and be continuing, monies held or received by the Owner Trustee shall be distributed by the Owner Trustee in the following order of priority:

First, to the payment of the Owner Participant of the Equity Portion of Stipulated Loss Value, plus any accrued but unpaid Basic Rent due to the Owner Participant from the date Basic Rent was last paid by the Lessee until the date of payment in full;

Second, to the payment to the Lender, to the extent such payment is not in contravention of the terms of the Lease, of the Debt Portion of Stipulated Loss Value, plus all accrued but unpaid interest at the rate of 9.65% per annum from the date Basic Rent was last paid by the Lessee until the date of payment in full;

Third, to the payment to the Owner Participant of all accrued but unpaid interest on the amounts specified in clause First at the Default Rate specified in the Lease from the date payment was initially due until the date of payment;

Fourth, to the payment to the Lender of all accrued but unpaid interest on the amounts specified in clause Second at the Default Rate specified in the Lease from the date payment was initially due until the date of payment;

Fifth, to the payment to the Owner Participant of all other amounts then due the Owner Participant under any of the Transaction Documents;

Sixth, to the payment to the Lender of all other amounts due the Lender hereunder or under the Note; and

Seventh, the balance, if any, shall be distributed to the Owner Participant.

(e) Except as otherwise provided in this Section (e) and Section 2.04 hereof any payments received by the Owner Trustee under the Lease or any other Transaction Document or otherwise, with respect to any Unit after payment and performance in full of the Note, as well as any amounts or monies then held or thereafter received by the Owner Trustee, shall be distributed by the Owner Trustee in the following order of priority:

First, to reimburse the Owner Trustee for any fee, expense or loss incurred by the Owner Trustee in connection with the performance of its duties hereunder and under the Trust Agreement; and

Second, the balance, if any, shall be distributed to the Owner Participant.

(f) Except as otherwise provided in Section 2.04 and this Section 2.05 hereof, any payments received by the Owner Trustee, provision for the application of which is made in the Lease or any other Transaction Document, shall be applied for the purpose for which such payment is made in accordance with the terms of the Lease or such other Transaction Document, as the case may be.

(g) Notwithstanding anything contained herein to the contrary, Excepted Rights and Payments are not a part of the Collateral and any Excepted Rights and Payments received by the Owner Trustee shall be paid or delivered promptly by the Owner Trustee to the Person to whom such Excepted Rights and Payments are payable or deliverable, whether or not a Loan Event of Default has occurred.

(h) All payments in respect of principal of and interest on the Note shall be applied, first to the payment of interest then the remainder, if any, to the payment of principal on the Note.

(i) All amounts that are to be distributed by the Owner Trustee pursuant to Sections 2.04 or 2.05 hereof shall, unless otherwise directed by the party to whom payment is to be made, be payable by the Owner Trustee to the Owner Participant or the Lender, as the case maybe, by (1) transferring by wire such amount to such other bank in the United States, including a Federal Reserve Bank, as shall be specified in a writing delivered to the Owner Trustee, to the extent such funds are so available for immediately credit to the account of the Owner Participant or the Lender, as the case may be, maintained at such bank or (2) if requested in writing by the payee thereof, mailing a check payable in funds which are clearing house funds to the Owner Participant or the Lender, as the case may be, at such address as the Owner Participant and the Lender shall have specified in writing to the Owner Trustee. Distributions to the Lender pursuant to Section 2.04 and 2.05 shall be made on the date that payment is received therefor to the extent such funds are available to do so by the Owner Trustee, provided that if any such payment is received by the Owner Trustee after 1:00 p.m. (New York City time), the Owner Trustee shall, if it is impracticable to distribute such payment, invest such payment at the highest customary overnight rate then available to the Owner Trustee and distribute such payment together with the interest thereon on the next succeeding Business Day.

(j) Anything in this Section 2.05 to the contrary notwithstanding, upon the occurrence of an Owner Default, all payments which, but for the provisions of this Section 2.05, would otherwise be distributable to the Owner Participant shall be held by the Owner Trustee as part of the Collateral, and shall be distributed in accordance with the priorities set forth in Section 2.04 hereof; provided, however, that if such Owner Default shall cease to be continuing prior to the time such amounts are distributed in accordance with the priorities set forth in Section 2.04 hereof, such amounts shall be distributable as elsewhere in this Section 2.05 provided.

Section 2.06. Transfers of the Note; Participants.

(a) After the Closing Date until termination of this Agreement, the Lender will not assign, convey or transfer all or any part of its right, title or interest in and to the Note, the Collateral, this Agreement and the other Transaction Documents to which it is a party without the prior written consent of the Owner Participant (which consent shall not be unreasonably withheld); provided, however, that the Lender may assign, convey

or transfer all, or any portion of such right, title and interest to any corporation if (x) such corporation has a net worth or a capital surplus of at least \$25,000,000 or (y) the transferor remains directly and primarily liable and not merely as a surety for all or such portion, as the case may be, of such obligations; provided, however, that unless and until the Lender has transferred all of such right, title and interest, the Lender will at all times maintain primary responsibility for managing the rights and obligations of itself and the various transferees of its right, title and interest, and the Owner Trustee and the Owner Participant, as the case may be, will at all times be obligated to deal only with the Lender in such regard.

(b) Notwithstanding anything contained in this Section 2.06(a) to the contrary, no assignment, conveyance or transfer of all or a portion of the Note, the Collateral, this Agreement or any of the other Transaction Documents to which the Lender is a party, shall be permitted unless, simultaneously with such assignment, conveyance or transfer, the transferee shall receive an assignment of all or such portion of the Lender's right, title and interest in and to the Note, the Collateral, this Agreement and any of the other Transaction Documents to which the Lender is a party, and shall enter into an agreement or agreements whereby to the reasonable satisfaction of the Owner Participant, the transferee shall confirm that it has the requisite corporate power and authority to enter into and carry out the transactions contemplated by this Agreement and each other Transaction Document to which it is a party and shall assume and agree to be bound by all of the obligations, duties, responsibilities and burdens of the Lender under this Agreement and each other Transaction Document to which it is a party, to the extent of the interest so assigned, conveyed or transferred.

(c) All reasonable out-of-pocket costs (including reasonable attorneys' fees) and expenses incurred by the Owner Participant and the Owner Trustee in connection with an assignment, conveyance or transfer by the Lender hereunder, including any of the foregoing which relate to any amendments to this Agreement or any Transaction Documents required in connection therewith, shall be paid by the Lender.

(d) Any assignment, conveyance or transfer of the Note, the Collateral, this Agreement or any other Transaction Document to which the Lender is a party in violation of the provisions hereof or of the other Transaction Documents shall be void and of no force and effect.

(e) The Owner Trustee shall keep a register for the registration of the Note. Registration of transfer of the Note may be effected only as set forth in this Section 2.06. Such register is herein sometimes referred to as the "Note Register."

All Notes issued hereunder shall be endorsed with a legend which shall read substantially as follows:

"This Note has not been registered under the Securities Act of 1933, as amended, and may not be transferred, sold or offered for sale in violation of such Act."

Upon surrender for registration of transfer of the Note to the Owner Trustee and satisfaction of the other requirements of this Section 2.06, the Owner Trustee shall (i) execute and deliver, in the name of the designated transferee, a new Note of a like principal amount and (ii) register such transfer on the Note Register maintained by it.

Any note issued upon any transfer of the Note shall be the valid obligations of the Owner Trustee, evidencing the same obligations, and entitled to the same security and benefits under this Agreement, as the Note surrendered upon such transfer.

Every Note presented or surrendered for registration of transfer shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Owner Trustee duly executed by the holder thereof or his attorney duly authorized in writing.

The Owner Trustee may impose a customary service charge for any transfer of the Note, and may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note.

The Owner Trustee shall not be required to issue or transfer any Note during a period beginning at the opening of business ten (10) Business Days before any date on which interest or principal is to be paid.

(f) The Owner Trustee may treat the Person in whose name any Note is registered as the owner thereof for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and the Owner Trustee shall not be affected by notice to the contrary.

(g) Upon surrender of the Note to the Owner Trustee for payment, prepayment or transfer, the Owner shall promptly cancel it and no new Note shall be issued in lieu thereof except as expressly permitted by the provisions of this Agreement.

Section 2.07. Prepayment of Note. The Note shall, in the manner specified and subject to the provisions (including the

provisions with respect to notice) set forth in this Section 2.07, be repayable as follows:

(a) Prepayment Upon the Occurrence of An Event of Loss. The Note shall be subject to prepayment in part upon the occurrence of an Event of Loss with respect to any Unit, in an amount equal to the product obtained by multiplying the then unpaid principal amount of such Note by a fraction, the numerator of which shall be the Purchase Price of the Unit in respect of which the Stipulated Loss Value is being paid and the denominator of which shall be the Purchase Price for all Units subject to the Lease immediately before such Event of Loss, together with accrued and unpaid interest thereon to the date of payment.

(b) Prepayment in the Event of Refinancing. The Note shall be subject to prepayment and shall be redeemed in whole in the event the Note is refinanced in an amount equal to the outstanding principal amount of the Note, together with accrued and unpaid interest thereon to the date of payment, and the Make-Whole Amount, if any.

(c) Prepayment in Event of Purchase of Units. The Note may be subject to the prepayment in whole or in part in the event of the purchase of any Units by the Lessee pursuant to Section 19.1 of the Lease, by payment to the holder thereof an amount equal to the product obtained by multiplying the then unpaid principal amount of such Note by a fraction, the numerator of which shall be Purchase Price of the Units which are being purchased by the Lessee and the denominator of which shall be Purchase Price for all Units subject to the Lease immediately before the exercise of such purchase option, together with accrued and unpaid interest thereon to the date of payment.

Section 2.08. Prepayment Date; Prepayment Notice; Effect of Prepayment. (a) The prepayment date for the Note to be prepaid pursuant to clause (a) of Section 2.07 shall be the date upon which payment of the relevant Stipulated Loss Value is required to be made by the Lessee pursuant to the Lease. The prepayment date for the Note to be prepaid pursuant to clause (b) of Section 2.07 shall be the date upon which funds sufficient for such refinancing are deposited with the Owner Trustee. The prepayment date for the Note to be prepaid pursuant to clause (c) of Section 2.07 shall be the date on which the Lessee shall have paid the purchase price referred to therein.

(b) Notice of prepayment shall be given by the Owner Trustee not less than five (5) nor more than thirty (30) days prior to the relevant prepayment date to the holder appearing on the Note Register. Each such notice of prepayment shall specify the prepayment date, the principal amount of the Note to be

prepaid and any other amounts to be distributed to such holder upon such prepayment (including accrued interest and the Make-Whole Amount, if any) and shall state (i) that payment of all such amounts will be made on or after the applicable prepayment date, and (ii) that on and after such date interest on the Note will cease to accrue. Such holder will provide the Owner Trustee with a certificate setting forth the Make-Whole Amount, if any, and the Owner Trustee shall be entitled to rely upon such Certificate.

(c) If notice of prepayment shall have been given as above and provided in the manner described in, and on or before the date required by, the applicable clause of subsection (a) above and an amount sufficient to prepay the Note (together with accrued and unpaid interest thereon to the prepayment date and the applicable Make-Whole Amount, if any) shall be deposited with the Owner Trustee on the date specified, then the principal of the Note to be prepaid as specified in such notice shall become due and payable on the prepayment date and, from and after the date fixed for prepayment, interest on the principal amount of the Note so called for prepayment shall cease to accrue and such principal amount shall no longer be deemed to be unpaid or outstanding hereunder and such principal amount of the Note shall cease to be entitled to the benefit of this Agreement except that the holder thereof shall be entitled to receive payment on the prepayment date from monies held by the Owner Trustee for such prepayment. The Owner Trustee shall hold all such monies in trust for the holder thereof.

(d) If the principal amount of or Make-Whole Amount, if any, or interest on the Note called for prepayment shall not be so paid on or after the prepayment date, the principal amount thereof and Make-Whole Amount, if any, and (to the extent permitted by applicable law) interest thereon shall, until paid, bear interest from the prepayment date, at the Default Rate; provided, however, in the case of a prepayment pursuant to clause (c) of Section 2.07, if the sale of any Units does not take place and the Lease continues with respect to such Units, then the notice of prepayment may be withdrawn with the same effect as if it had not been given.

(e) all monies received by the Lender pursuant to Section 2.07(a) and (c) shall be applied by the Lender in payment of the Note in the inverse order of maturity.

Section 2.09. Purchase Option. At any time after a Loan Event of Default shall have occurred and be continuing and the Lender shall have declared the outstanding principal balance of the Note to be immediately due and payable, upon the written notice from the Owner Trustee to the holder of the Note stating that it has elected to purchase the Note and specifying the purchase date on which it will make payment for the Note (which

shall not be less than five (5) nor more than ten (10) Business Days after the date of the giving of such notice) and during the period from the date the Owner Trustee has given such purchase notice through and including the purchase date specified in such notice, the Lender shall refrain from the exercise of any remedy hereunder in respect of such Loan Event of Default. On such purchase date, the Owner Trustee shall pay to such holder an amount equal to the aggregate unpaid principal amount of the Note, together with accrued and unpaid interest thereon to such purchase date (but without any premium), plus all other sums then due and payable to such holder hereunder and, upon receipt thereof, such holder shall promptly deliver the Note to the Owner Trustee duly endorsed (without recourse) by, or accompanied by a written instrument of transfer in form satisfactory to the Owner Trustee duly executed by, such holder in favor of Owner Trustee. The Owner Trustee shall make payment under this Section by check or wire transfer (as the holder shall elect) in immediately available funds payable to the order of such holder.

Section 2.10 Satisfaction and Discharge of Lien of this Agreement. When and if all payments to the holder of the Note shall have been made, or sufficient monies are held by Chase Manhattan Service Corporation (so long as it is the sole Note holder) or thereafter with the Owner Trustee for such purpose, this Agreement and the Lien herein granted shall cease, determine and be void and, at the request of the Owner Trustee, the Lender shall promptly execute and deliver such documents, assignments and releases as shall be requisite to satisfy the Lien hereof and to re-transfer to the Owner Trustee or to whomever the Owner Trustee may direct any property at the time subject to the Lien of this Agreement which may then be in its possession.

ARTICLE III

[Intentionally Deleted]

ARTICLE IV

COVENANTS; EVENTS OF DEFAULT; REMEDIES

Section 4.01. Covenants of MTC and the Owner Trustee.

(a) MTC, individually and as Owner Trustee, hereby covenants and agrees that it will not directly or indirectly create, incur, assume or suffer to exist any Lessor's Liens attributable to it (other than the liens contemplated and permitted by the Transaction Documents) with respect to any of the Collateral and it shall, at its own cost and expense, promptly take such action as may be necessary to discharge or bond any such Lessor's Lien.

(b) The Owner Trustee hereby covenants and agrees as follows:

(i) the Owner Trustee will duly and punctually perform its obligations under the Lease and will duly and punctually pay the principal of, and interest on, and all other amounts due under the Note and hereunder in accordance with the terms of the Note and this Agreement and all amounts payable by it to the Lender under the Transaction Documents;

(ii) in the event a responsible officer in the Corporate Trust Department of the Owner Trustee shall have actual knowledge of a Loan Event of Default or an Event of Loss, the Owner Trustee will give prompt written notice of such Loan Event of Default or Event of Loss to the Lender, the Owner Participant and the Lessee;

(iii) the Owner Trustee will furnish to the Lender, promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Owner Trustee under the Lease, to the extent that the same shall not have been furnished directly to the Lender;

(iv) the Owner Trustee will not (except as permitted herein or in the Trust Agreement) assign or pledge or otherwise dispose of, so long as this Agreement shall remain in effect and shall not have been terminated pursuant to Section 5.01, any of its right, title or interest hereby assigned to anyone other than the Lender or the Owner Participant, and, with respect to such right, title and interest hereby assigned, will not, except as provided in this Agreement, (1) accept any payment from the Lessee or any sublessee, enter into any agreement amending or supplementing any of the Transaction Documents, execute any waiver or modification of, or consent under, the terms of any of the Transaction Documents, (2) exercise any rights with respect to the Collateral, (3) settle or compromise any claim arising under any of the Transaction Documents, or (4) submit or consent to the submission of any dispute, difference or other matter arising under or in respect of any of the Transaction Documents to arbitration thereunder; and

(v) the Owner Trustee will not enter into any business or other activity other than the business of owning the Units, the leasing thereof to the Lessee and the carrying out of the transactions contemplated hereby and by the Lease, the Trust Agreement and the other Transaction Documents.

Section 4.02. Loan Event of Default. "Loan Event of Default" means any of the following events (whatever the reason for such Loan Event of Default and whether such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administration or governmental body):

(a) any Lease Event of Default; or

(b) the failure (other than by reason of a Lease Event of Default) of the Owner Trustee to pay when due any payment of principal of or interest on the Note and such failure shall have continued unremedied for eight Business Days after notice thereof to the Owner Participant, or the failure (other than by reason of a Lease Event of Default) of the Owner Trustee to pay when due any other amount due and payable hereunder, or under the Note, and such failure shall have continued unremedied for 30 days after notice thereof to the Owner Trustee and the Owner Participant; or

(c) any representation or warranty made by the Owner Participant herein or in the Sale Agreement and Assignment, shall prove to have been false or incorrect in any material respect when made to the Lender and then remain material; or

(d) the Owner Participant or, at the direction of the Owner Participant or with the Owner Participant's written consent, the Owner Trustee, shall (i) be generally not paying its debts as they become due, (ii) file, or consent by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (iii) make an assignment for the benefit of its creditors, (iv) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, or (v) take corporate or comparable action for the purpose of any of the foregoing; or

(e) a court or governmental authority of competent jurisdiction shall enter an order appointing, without consent by the Owner Participant, a custodian, receiver, trustee or other officer with similar powers with respect to the Owner Participant, or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or

liquidation of the Owner Participant, or if any petition for any such relief shall be filed against the Owner Participant, and such petition shall not be dismissed within, or the order shall be unstayed and remain in effect for a period of, 60 days; or

(g) any breach by the Owner Participant of its obligations under Section 10(b)(3) of the Assignment.

Section 4.03. Remedies. If a Loan Event of Default shall have occurred and be continuing and so long as the same shall be continuing unremedied, then and in every such case, the Lender may exercise any or all of the rights and powers and pursue any and all of the remedies set forth herein and shall have and may exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and, in the event such Loan Event of Default is a Lease Event of Default referred to in paragraph (a) of Section 4.02, shall declare the Lease to be in default and may exercise any and all of the remedies pursuant to Section 15 of the Lease and all of the rights and remedies of a lessor under applicable law and may take possession of all or any part of the properties covered or intended to be covered by the Lien and security interest created hereby or pursuant hereto and may exclude the Owner Participant, the Owner Trustee and the Lessee and all persons claiming under any of them wholly or partly therefrom. If any Loan Event of Default shall have occurred and be continuing, then and in every such case, the Lender may at any time, by written notice or notices to the Owner Trustee (with a copy to the Owner Participant), declare the Note to be, except in the case of a Loan Event of Default described in clause (d) or (e) of Section 4.02 upon the occurrence of which the Note shall immediately become, due and payable, whereupon the unpaid principal of the Note then outstanding, together with accrued but unpaid interest thereon, and all other amounts due to the Lender thereunder, hereunder and under the other Transaction Documents, shall immediately and without further act become due and payable without presentment, demand, protest or other notice, all of which are hereby waived. Without limiting any of the foregoing, it is understood and agreed that the Lender may exercise any right of sale of the Units available to it, even though it shall not have taken possession of the Units and shall not have possession thereof at the time of such sale. It is further understood and agreed that if the Lender shall proceed to foreclose the Lien of this Agreement, it shall, to the extent that it is then entitled to do so hereunder and under the Lease, and is not then stayed or prevented from doing so by operation of law or otherwise, proceed (to the extent it has not already done so) to exercise one or more of the remedies referred to in Section 15 of the Lease (as it shall determine in its sole good faith discretion); and for the avoidance of doubt, it is expressly understood and agreed that the above-described inability of the Lender to exercise any right or remedy under the

Lease shall in no event and under no circumstance prevent the Lender from exercising all of its rights, powers and remedies under this Agreement. Notwithstanding anything contained in this Agreement or the Note to the contrary, so long as no Owner Default shall have occurred and be continuing, the Lender hereby agrees that it shall consult with the Owner Participant as to actions to be taken under this Agreement, the Note or the Lease and the Lender shall not take any actions under this Agreement, the Note or the Lease against the Lessee unless and until the Owner Participant shall have consented thereto, and if the Lender and the Owner Participant shall not agree as to the action to be taken, the Lender agrees that the decision of the Owner Participant shall control and the Lender shall take only such actions as the Owner Participant may direct; provided, however, that the Lender shall have the right at any time that the Owner Participant shall not have consented to an action sought to be taken by the Lender pursuant to this provision, to purchase the Owner Trustee's and Owner Participant's interest in the Collateral by paying to the Owner Participant an amount equal to the Equity Portion of Stipulated Loss Value plus all accrued but unpaid Basic Rent then due to the Owner Participant plus all other sums then due the Owner Participant under any of the Transaction Documents. Upon receipt of such sums, the Owner Trustee agrees to transfer to the Lender all of the Owner Trustee's right, title and interest in and to the Collateral.

Section 4.04. Return of Equipment, etc. (a) Subject to the provisions of Section 4.03, if a Loan Event of Default shall have occurred and be continuing, at the request of the Lender the Owner Trustee shall promptly execute and deliver to the Lender such instruments of title and other documents as the Lender may deem necessary or advisable to enable the Lender or an agent or representative designated by the Lender, at such time or times and place or places as the Lender may specify, to obtain possession of all or any part of the Collateral to which the Lender shall at the time be entitled hereunder. If the Owner Trustee shall for any reason fail to execute and deliver such instruments and documents after such request by the Lender, the Lender may (i) obtain a judgment conferring on the Lender the right to immediate possession and requiring the Owner Trustee to execute and deliver such instruments and documents to the Lender, to the entry of which judgment the Owner Trustee hereby specifically consents, and (ii) pursue all or part of the Collateral wherever the Trust Estate may be found and may enter any of the premises of the Lessee wherever it may be or be supposed to be and search for and take possession of and remove the same. All expenses of obtaining such judgment or of pursuing, searching for and taking such property shall, until paid, be secured by the Lien of this Agreement.

(b) Upon every such taking of possession, the Lender may, from time to time, at the expense of the Owner Trustee, make

all such expenditures for maintenance, insurance, repairs, replacements, alterations, additions and improvements to and of the Collateral, as it may reasonably deem proper. In each such case, the Lender shall have the right to maintain, use, operate, store, lease, control or manage the Collateral and to carry on the business and to exercise all rights and powers of the Owner Trustee relating to the Collateral, as the Lender shall deem best, including the right to enter into any and all such agreements with respect to the maintenance, insurance, use, operation, storage, leasing, control, management or disposition of the Collateral or any part thereof as the Lender may determine; and the Lender shall be entitled to collect and receive directly all tolls, rents (including Basic Rent), revenues, issues, income, products and profits of the Collateral and every part thereof. Such tolls, rents (including Basic Rent), revenues, issues, income products and profits shall be applied to pay the expenses of the use, operation, storage, leasing, control, management or disposition of the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Lender may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Collateral or any part thereof (including the employment of engineers and accountants to examine, inspect and make reports upon the properties and books and records of the Owner Trustee), and all other payments which the Lender may be required or authorized to make under any provision of this Agreement, as well as just and reasonable compensation for the services of the Lender, and of all persons properly engaged and employed by the Lender.

Section 4.05. Remedies Cumulative. Each and every right, power and remedy given to the Lender specifically or otherwise in this Agreement shall be, subject to the last sentence of Section 4.03(a) hereof, cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Lender; and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by the Lender in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Owner Trustee or the Lessee or to be an acquiescence therein.

ARTICLE V

MISCELLANEOUS

Section 5.01. Termination of Agreement. Upon (or at any time after) payment in full of the principal of and interest on, if any, and all other amounts due under, or otherwise due to the holder of the Note, the Lender to execute and deliver to the Owner Trustee an appropriate instrument releasing the Units from the Lien of this Agreement and releasing the Transaction Documents from the assignment and pledge thereof hereunder; provided, however, that this Agreement shall earlier terminate and be of no further force or effect upon any sale or other final disposition by the Lender of all property part of the Collateral and the final distribution by the Lender of all monies or other property or proceeds constituting part of the Collateral in accordance with the terms hereof. Except as aforesaid otherwise provided, this Agreement shall continue in full force and effect in accordance with the terms hereof.

Section 5.02. No Action Contrary to Lessee's Rights Under the Lease. Notwithstanding any of the provisions of this Agreement or the Trust Agreement to the contrary, so long as no Lease Event of Default shall have occurred and be continuing, neither the Lender nor the Owner Trustee will take any action in violation of the Lessee's rights under the Lease, including the right to possession and use of the Units in accordance with the terms of the Lease.

Section 5.03. Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices, requests, demands, authorizations, directions, consents, waivers or documents provided or permitted by this Agreement to be made, given, furnished or filed shall be in writing, mailed by certified mail, postage prepaid, or by confirmed telex, or by confirmed telecopy and (i) if to the Lender, addressed to it at its office at South 31 Paramus Road, Paramus, New Jersey 07652, Attention: Vice President-Operations-CLSG, telecopy: (201) 587-2167 and (ii) if to the Owner Trustee, addressed to it at its office at 35 North 6th Street, Reading, Pennsylvania, Attention: Corporate Trust Department, Trust Administration (telex: 173702; answerback ABT UT; telecopy: (215) 320-1349). Either party hereto may change the address to which notices to such party will be sent by giving notice of such change to the other party to this Agreement.

Section 5.04. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not

invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.05. No Oral Modifications or Continuing Waivers. No terms or provisions of this Agreement or the Notes may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party or other Person against whom enforcement of the change, waiver, discharge or termination is sought and any other party or other Person whose consent is required pursuant to this Agreement; and any waiver of the terms hereof or of the Note shall be effective only in the specific instance and for the specific purpose given.

Section 5.06. Successors and Assigns. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, each of the parties hereto and the successors and assigns of each, all as herein provided. This Agreement and the Collateral shall not be affected by any amendment or supplement to the Trust Agreement or by any other action taken under or in respect of the Trust Agreement, except that each reference in this Agreement to the Trust Agreement shall mean the Trust Agreement as amended and supplemented from time to time to the extent permitted hereby and thereby.

Section 5.07. Headings. The headings of the various Articles and Sections herein and in the table of contents hereto are for the convenience of reference only and shall not define or limit any of the terms or provisions hereof.

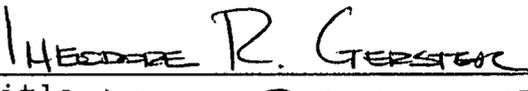
Section 5.08. Governing Law; Counterpart Form. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Loan and Security Agreement to be duly executed, sealed and delivered by their respective officers thereunto duly authorized, as of the day and year first above written, and this Agreement having become effective only upon such execution and delivery.

MERIDIAN TRUST COMPANY
not in its individual
capacity, except as
otherwise expressly
provided in the Transaction
Documents but solely as
Owner Trustee

By  [SEAL]
Title: Deputy Vice President

CHASE MANHATTAN SERVICE CORPORATION
as Lender

By  [SEAL]
Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 11 th day of October, 1989, before me, personally appeared Anne Jurgan, to me personally known who signed the foregoing instrument on this day and, being by me duly sworn, says that (s)he is an Assistant Vice President of MERIDIAN TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

MELINDA B. HARRIS
Notary Public, State of New York
No. 4908765
Qualified in New York County
Commission Expires October 19, 1989
[Notarial Seal]

Melinda B Harris
Notary Public

My Commission expires:

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 11 th day of October, 1989, before me, personally appeared Theodore R. Gerster, to me personally known who signed the foregoing instrument on this day and, being by me duly sworn, says that (s)he is a Vice President of CHASE MANHATTAN SERVICE CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NICK LINAR
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4512348
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES SEPTEMBER 30, 1991

NICK LINAR
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4512348
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES SEPTEMBER 30, 1991

Nick Linar
Notary Public

My Commission expires:

(Form of Promissory Note)

**THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES
ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED,
SOLD OR OFFERED FOR SALE IN VIOLATION OF SUCH ACT.**

\$ _____

Date:

New York, New York

FOR VALUE RECEIVED, MERIDIAN TRUST COMPANY, a Pennsylvania trust company, not in its individual capacity but solely as owner trustee (the "Owner Trustee") under the Trust Agreement dated as of October 6, 1989 between the Owner Trustee and the Owner Participant named therein, hereby promises to pay to the order of CHASE MANHATTAN SERVICE CORPORATION, a New York corporation (the "Lender"), at One Chase Manhattan Plaza, New York, New York 10081 (or as otherwise directed by the Lender), in lawful money of the United States of America, the principal amount of (\$ _____) and to pay interest on the unpaid principal amount hereof, in like money, from the date hereof until paid in full, at the rate of 9.65% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Such principal shall be due and payable in the amounts and on the dates as set forth in Annex A attached hereto and such interest shall be due and payable on January 2 and July 2 of each year, commencing January 2, 1990. Each installment of this Note, when paid, shall be first applied to the payment of interest on the unpaid principal amount of this Note, and the balance thereof to the payment of principal. Interest on any overdue principal of and interest (to the extent permitted by applicable law) on this Note shall be payable from the due date thereof until paid in full, at the Default Rate.

If any installment of principal of or interest on this Note becomes due and payable on a Saturday, Sunday or holiday on which banks are authorized to close in any of the States of New York or Maryland or the Commonwealth of Pennsylvania, the maturity thereof shall be extended to the next succeeding Business Day.

This Note is the Note of the Owner Trustee issued pursuant to the Loan and Security Agreement dated as of October 6, 1989 between the Owner Trustee and the payee hereof (herein, as the same may from time to time be amended, supplemented or otherwise modified, called the "Loan Agreement"), and is subject to the terms and conditions thereof. As provided in the Loan Agreement, this Note is subject to mandatory and optional prepayment, under certain circumstances specified in the Agreement.

This Note is secured by the Collateral described in the Loan Agreement. Reference is made to the Loan Agreement for a description of the nature and extent of the security for this Note and rights (and any limitations thereon) of the holder hereof with respect to such security.

The principal of and interest on this Note are payable only out of and to the extent that there are sufficient proceeds from the Collateral. By its acceptance of this Note, the holder hereof agrees that neither the Owner Trustee (or any successor thereto) in its individual capacity nor the Owner Participant shall have any personal liability whatsoever for any amounts payable under this Note or for any claim based hereon or otherwise in respect hereof or (except as otherwise expressly provided in the Loan Agreement) in respect of the Loan Agreement, it being expressly understood that this Note and all other obligations of the Owner Trustee and the Owner Participant hereunder and (except as otherwise expressly provided in the Loan Agreement) under the Loan Agreement are solely nonrecourse obligations and that (except as otherwise expressly provided in the Loan Agreement) all such obligations of the Owner Trustee and the Owner Participant are and are to be by acceptance of this Note by the holder hereof expressly waived and released as a condition of, and as consideration for, the execution of the Loan Agreement and the issuance of this Note; provided, however, that nothing herein shall be deemed to prevent recourse to and the enforcement against the Collateral in accordance with the terms of the Loan Agreement for the performance of the covenants of the Owner Trustee contained in the Note and in the Loan Agreement or for all other liabilities, obligations and undertakings of the Owner Trustee contained in the Loan Agreement and the Note.

No failure on the part of the holder of this Note in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right or remedy hereunder. No modification or waiver of any provision of this Note, nor any departure by the Owner Trustee therefrom, shall in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the specific purpose given. The Owner Trustee agrees to pay all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, which may be incurred in connection with the enforcement and collection of this Note. The terms and provisions hereof shall inure to the benefit of, and be binding upon, the respective successors and permitted assigns of payee and the Owner Trustee.

The Owner Trustee irrevocably consents to the nonexclusive jurisdiction of the courts of the State of New York and any United States District Court therein in any action or proceeding arising hereunder.

As provided in the Loan Agreement and subject to certain limitations set forth therein, this Note is transferable only upon surrender of this Note at the principal corporate trust office of the Owner Trustee, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Owner Trustee duly executed by, the registered holder hereof in writing, and thereupon a new note of the same series of authorized denominations and for the same aggregate principal amount then outstanding will be issued to the designated transferee.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Upon the occurrence of any one or more of the Loan Events of Default specified in the Loan Agreement, the amounts then remaining unpaid on this Note may be declared to be or may automatically become immediately due and payable as provided in the Loan Agreement.

MERIDIAN TRUST COMPANY,
not in its individual
capacity except as
otherwise expressly
provided in the Loan
Agreement, but solely
as Owner Trustee

By _____
Title:

ANNEX A

DATE	PRINCIPAL **
-----	-----
1/2/1990	0.00000000
7/2/1990	0.00000000
1/2/1991	0.00000000
7/2/1991	0.00000000
1/2/1992	0.00000000
7/2/1992	0.00000000
1/2/1993	0.00000000
7/2/1993	0.00000000
1/2/1994	0.00000000
7/2/1994	1.52461458
1/2/1995	1.74660440
7/2/1995	1.83583951
1/2/1996	1.91945733
7/2/1996	2.01703280
1/2/1997	2.10939296
7/2/1997	1.95501841
1/2/1998	1.64284888
7/2/1998	1.52992726
1/2/1999	1.74463973
7/2/1999	2.61408125
1/2/2000	2.89008075
7/2/2000	2.68000797
1/2/2001	3.07378980
7/2/2001	2.85049708
1/2/2002	3.27125116
7/2/2002	3.03235666
1/2/2003	3.48134813
7/2/2003	3.22566096
1/2/2004	5.22150979
7/2/2004	5.55328319
1/2/2005	5.81626763
7/2/2005	6.10186401
1/2/2006	6.39131748
7/2/2006	6.70465999
1/2/2007	7.02319840
7/2/2007	7.36702917
1/2/2008	4.67620082

** expressed as a
percentage of the original
principal amount of the Note.

SCHEDULE A TO LOAN AND SECURITY
AGREEMENT

DEBT AND EQUITY PORTIONS OF BASIC RENT

RENT PAYMENT DATE	DEBT**	EQUITY**
1/2/1990	1.68243996	(1.62162888)%
7/2/1990	3.64866499	1.26890604
1/2/1991	3.64866499	1.26890604
7/2/1991	3.64866499	1.26890604
1/2/1992	3.64866499	1.26890604
7/2/1992	3.64866499	1.26890604
1/2/1993	3.64866499	1.26890604
7/2/1993	3.64866499	1.26890604
1/2/1994	3.64866499	1.26890604
7/2/1994	4.80157856	0.11599247
1/2/1995	4.91381918	0.00375185
7/2/1995	4.91757103	0.00000000
1/2/1996	4.91381918	0.00375185
7/2/1996	4.91757103	0.00000000
1/2/1997	4.91381918	0.00375185
7/2/1997	4.72011646	0.19745457
1/2/1999	4.41272185	0.50484918
7/2/1998	4.26738842	0.65016261
1/2/1999	4.37393206	0.54363897
7/2/1999	4.86774767	1.04261691
1/2/2000	5.08108696	0.92927762
7/2/2000	4.81677266	1.19359192
1/2/2001	5.01677359	0.99359105
7/2/2001	4.73575933	1.27460525
1/2/2002	4.84992849	1.06043610
7/2/2002	4.64991946	1.36044512
1/2/2003	4.87820630	1.13155828
7/2/2003	4.55858415	1.45178043
1/2/2004	5.94999296	0.06037162
7/2/2004	6.01036458	0.00000000
1/2/2005	6.00661273	0.00375185
7/2/2005	6.01036458	0.00000000
1/2/2006	6.00661273	0.00375185
7/2/2006	6.01036458	0.00000000
1/2/2007	6.00661273	0.00375185
7/2/2007	6.01036458	0.00000000
1/2/2008	3.70676196	2.30360252

** expressed as a percentage of the Purchase Price of the Units then subject to the Lease

SCHEDULE B TO LOAN
AND SECURITY AGREEMENT

DEBT AND EQUITY PORTIONS OF STIPULATED LOSS VALUE

	<u>DEBT</u>	<u>EQUITY</u>
Oct 11, 1989	75.62000000	24.38000000
Nov 1, 1989	76.06594794	28.91735822
Dec 2, 1989	76.67405878	29.35914924
Jan 2, 1990	77.24162888	31.41267585
Feb.2, 1990	76.20784047	31.81336029
Mar.2, 1990	76.81595131	32.21810584
Apr.2, 1990	77.42406214	32.61860007
May 2, 1990	78.03217297	32.99706390
Jun 2, 1990	78.64028381	33.37936361
Jul 2, 1990	79.26866500	33.73944852
Aug 2, 1990	76.20784047	32.81479081
Sep 2, 1990	76.81595131	33.16252823
Oct 2, 1990	77.42406214	33.48770054
Nov 2, 1990	78.03217297	33.81616859
Dec 2, 1990	78.64028381	34.14796581
Jan 2, 1991	79.26866500	34.46078520
Feb 2, 1991	76.20784047	33.48465669
Mar 2, 1991	76.81595131	33.78039861
Apr 2, 1991	77.42406214	34.06734262
May 2, 1991	78.03217297	34.33975954
Jun 2, 1991	78.64028381	34.61473548
Jul 2, 1991	79.26866500	34.87466101
Aug 2, 1991	76.20784047	33.84882876
Sep 2, 1991	76.81595131	34.09436620
Oct 2, 1991	77.42406214	34.32433484
Nov 2, 1991	78.03217297	34.55707634
Dec 2, 1991	78.64028381	34.79195494
Jan 2, 1992	79.26866500	35.01512637
Feb 2, 1992	76.20784047	33.94843927
Mar 2, 1992	76.81595131	34.15270575
Apr 2, 1992	77.42406214	34.35111481
May 2, 1992	78.03217297	34.53936889
Jun 2, 1992	78.64028381	34.72993304
Jul 2, 1992	79.26866500	34.91026067
Aug 2, 1992	76.20784047	33.80402378
Sep 2, 1992	76.81595131	33.96834163
Oct 2, 1992	77.42406214	34.12235898
Nov 2, 1992	78.03217297	34.27793735
Dec 2, 1992	78.64028381	34.43509258
Jan 2, 1993	79.26866500	34.58562656
Feb 2, 1993	76.20784047	33.44556178
Mar 2, 1993	76.81595131	33.57570889
Apr 2, 1993	77.42406214	33.70185691
May 2, 1993	78.03217297	33.82151146
Jun 2, 1993	78.64028381	33.94237876
Jul 2, 1993	79.26866500	34.05669909
Aug 2, 1993	76.20784047	32.88378589
Sep 2, 1993	76.81595131	32.98075164
Oct 2, 1993	77.42406214	33.07092815

DEBTEQUITY

Nov 2, 1993	78.03217297	33.16201865
Dec 2, 1993	78.64028381	33.25403238
Jan. 2, 1994	79.26866500	33.34295854
Feb. 2, 1994	76.20784047	32.14066153
Mar. 2, 1994	76.81595131	32.20794566
Apr. 2, 1994	77.42406214	32.27245751
May 2, 1994	78.03217297	32.32991619
June 2, 1994	78.64028381	32.38795723
July 2, 1994	79.26866499	32.43887952
Aug. 2, 1994	73.04596462	32.37254417
Sep. 2, 1994	75.64480411	32.42270460
Oct. 2, 1994	76.24364360	32.46566640
Nov. 2, 1994	76.84248308	32.50906364
Dec. 2, 1994	77.44132257	32.55290072
Jan. 2, 1995	78.06012337	32.59322693
Feb. 2, 1995	73.71491512	32.62642013
Mar. 2, 1995	74.30313332	32.66373964
Apr. 2, 1995	74.89135152	32.69801204
May 2, 1995	75.47956971	32.72521807
Jun. 2, 1995	76.06778791	32.75269984
Jul. 2, 1995	76.67561338	32.77304642
Aug. 2, 1995	72.31586147	32.79359919
Sep. 2, 1995	72.89291573	32.81436029
Oct. 2, 1995	73.46996999	32.82791806
Nov. 2, 1995	74.04702424	32.84161324
Dec. 2, 1995	74.62407850	32.85544724
Jan. 2, 1996	75.22036791	32.86573955
Feb. 2, 1996	70.83308450	32.86843465
Mar. 2, 1996	71.41846632	32.87532877
Apr. 2, 1996	71.98384815	32.87879574
May. 2, 1996	72.54922998	32.88045611
Jun. 2, 1996	73.11461181	32.88213331
Jul. 2, 1996	73.69883972	32.88213331
Aug. 2, 1996	69.31594752	32.88213331
Sep. 2, 1996	69.86906355	32.88213331
Oct. 2, 1996	70.42217959	32.88213331
Nov. 2, 1996	70.97529562	32.88213331
Dec. 2, 1996	71.52841166	32.88213331
Jan. 2, 1997	72.09996489	32.88588517
Feb. 2, 1997	67.70842469	32.88213331
Mar. 2, 1997	68.24871328	32.88213331
Apr. 2, 1997	68.78900187	32.88213331
May 2, 1997	69.32929046	32.88213331
Jun. 2, 1997	69.86957904	32.88213331
Jul. 2, 1997	70.42787724	32.88498723
Aug. 2, 1997	66.21854737	32.68753265
Sep. 2, 1997	66.74694728	32.68753265
Oct. 2, 1997	67.27533419	32.69113495
Nov. 2, 1997	67.80374710	32.69477377
Dec. 2, 1997	68.33214701	32.69844946
Jan. 2, 1998	68.87816026	32.70966599
Feb. 2, 1998	64.96656765	32.20481682
Mar. 2, 1998	65.48497721	32.20481682
APR 2, 1998	66.00338000	32.20632900
MAY 2, 1998	66.52179000	32.21189900
JUN 2, 1998	67.04020000	32.21732500

DEBTEQUITY

JUL 2, 1998	67.57588840	32.22725163
AUG 2, 1998	63.80064000	31.57706900
SEP 2, 1998	64.30974000	31.57706900
OCT 2, 1998	64.81885000	31.58093000
NOV 2, 1998	65.32796000	31.58487100
DEC 2, 1998	65.83706000	31.58883200
JAN 2, 1999	66.36314205	31.60062698
FEB 2, 1999	62.47109000	31.05698800
MAR 2, 1999	62.96938000	31.05698800
APR 2, 1999	63.46808000	31.05861900
MAY 2, 1999	63.96658000	31.06719500
JUN 2, 1999	64.46507000	31.07585800
JUL 2, 1999	64.98018766	31.09153892
AUG 2, 1999	60.47895000	30.04892200
SEP 2, 1999	60.96155000	30.04892200
OCT 2, 1999	61.44415000	30.05568000
NOV 2, 1999	61.92675000	30.06250600
DEC 2, 1999	62.40935000	30.06940200
JAN 2, 2000	62.90803699	30.08704860
FEB 2, 2000	58.27648000	29.15777100
MAR 2, 2000	58.74150000	29.15777100
APR 2, 2000	59.20653000	29.16067400
MAY 2, 2000	59.67155000	29.17101700
JUN 2, 2000	60.13658000	29.18146500
JUL 2, 2000	60.61710266	29.19942993
AUG 2, 2000	56.23410000	28.00583800
SEP 2, 2000	56.68283000	28.00583800
OCT 2, 2000	57.13155000	28.01306700
NOV 2, 2000	57.58028000	28.02036800
DEC 2, 2000	58.02901000	28.02774400
JAN 2, 2001	58.49269352	28.04635706
FEB 2, 2001	53.89162000	27.05276600
MAR 2, 2001	54.32166000	27.05276600
APR 2, 2001	54.75169000	27.05387200
MAY 2, 2001	55.18173000	27.06692000
JUN 2, 2001	55.61176000	27.07808100
JUL 2, 2001	56.05613935	27.09726524
AUG 2, 2001	51.71932000	25.82266000
SEP 2, 2001	52.13202000	25.82266000
OCT 2, 2001	52.54472000	25.83037800
NOV 2, 2001	52.95742000	25.83817300
DEC 2, 2001	53.37013000	25.84604800
JAN 2, 2002	53.79658850	25.86566509
FEB 2, 2002	49.22637000	24.80522900
MAR 2, 2002	49.61918000	24.80522900
APR 2, 2002	50.01199000	24.80854300
MAY 2, 2002	50.40480000	24.82033900
JUN 2, 2002	50.79760000	24.83225200
JUL 2, 2002	51.20350948	24.85272910
AUG 2, 2002	46.91548000	23.49228400
SEP 2, 2002	47.28985000	23.49228400
Oct 2, 2002	47.66421890	23.50052211
Nov 2, 2002	48.03858737	23.50884306
Dec 2, 2002	48.41295584	23.51724834
Jan 2, 2003	48.79980325	23.53793472
Feb 2, 2003	44.26242173	22.40637643

	<u>DEBT</u>	<u>EQUITY</u>
Mar 2, 2003	44.61561974	22.40637643
Apr 2, 2003	44.96881776	22.40991615
May 2, 2003	45.32201578	22.42250241
Jun 2, 2003	45.67521379	22.43521624
Jul 2, 2003	46.04018509	22.43706957
Aug 2, 2003	41.80406276	21.00528915
Sep 2, 2003	42.13764397	21.00528915
Oct 2, 2003	42.47122518	21.01408013
Nov 2, 2003	42.80480639	21.02296021
Dec 2, 2003	43.13838759	21.03193029
Jan 2, 2004	43.48308816	21.03375380
Feb 2, 2004	37.82486290	21.01076749
Mar 2, 2004	38.12669155	21.02832903
Apr 2, 2004	38.42852019	21.05007330
May 2, 2004	38.73034883	21.08187158
Jun 2, 2004	39.03217747	21.11399216
Jul 2, 2004	39.34406707	21.15627191
Aug 2, 2004	33.59282572	21.19898020
Sep 2, 2004	33.86088425	21.24212135
Oct 2, 2004	34.12894277	21.29553339
Nov 2, 2004	34.39700129	21.34948677
Dec 2, 2004	34.66505982	21.40398700
Jan 2, 2005	34.94205361	21.47262509
Feb 2, 2005	29.16037376	21.53441713
Mar 2, 2005	29.39306293	21.60062533
Apr 2, 2005	29.62575210	21.67187509
May 2, 2005	29.85844127	21.73467855
Jun 2, 2005	30.09113044	21.83832126
Jul 2, 2005	30.33157591	21.93364327
Aug 2, 2005	24.51027497	22.02993143
Sep 2, 2005	24.70585805	22.12719550
Oct 2, 2005	24.90144112	22.23627695
Nov 2, 2005	25.09702420	22.34646398
Dec 2, 2005	25.29260727	22.45776780
Jan 2, 2006	25.49470978	22.58478314
Feb 2, 2006	19.63958993	22.70554411
Mar 2, 2006	19.79630672	22.83131892
Apr 2, 2006	19.95302350	22.96318253
May 2, 2006	20.10974028	23.10831077
Jun 2, 2006	20.26645706	23.25490995
Jul 2, 2006	20.42839772	23.41492311
Aug 2, 2006	14.53011333	23.57655806
Sep 2, 2006	14.64605835	23.73983125
Oct 2, 2006	14.76200336	23.91668741
Nov 2, 2006	14.87794838	24.09533609
Dec 2, 2006	14.99389340	24.27579544
Jan 2, 2007	15.11370324	24.47376380
Feb 2, 2007	9.17788549	24.66619694
Mar 2, 2007	9.25112168	24.86437033
Apr 2, 2007	9.32435787	25.06985369
May 2, 2007	9.39759405	25.29059279
Jun 2, 2007	9.47083024	25.51348876
Jul 2, 2007	9.54650763	25.75181736
Aug 2, 2007	3.56363165	25.99256152
Sep 2, 2007	3.59206813	26.23574572
Oct 2, 2007	3.62050462	26.49452777

	<u>DEBT</u>	<u>EQUITY</u>
Nov 2, 2007	3.64894110	26.75593268
Dec 2, 2007	3.67737759	27.01998704
Jan 2, 2008	3.70676195	27.30360262