

WHITE & CASE

1747 PENNSYLVANIA AVENUE N.W.

1155 AVENUE OF THE AMERICAS, NEW YORK
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD, MIAMI
20 PLACE VENDÔME, PARIS
66 GRESHAM STREET, LONDON

WASHINGTON, D.C. 20006
(202) 872-0013
TELECOPY: (202) 872-0210
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20-5, ICHIBANCHO, CHIYODA-KU, TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
BIRGER JARLSGATAN 14, STOCKHOLM
CUMHURİYET CADESİ 12/10, ISTANBUL
ZIYA ÜR RAHMAN CADESİ 17/5, ANKARA

HAR:CSP

9-089A008

March 30, 1989

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 16114-C
FILED 1425
MAR 30 1989 10 25 AM
INTERSTATE COMMERCE COMMISSION

ATTENTION: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303. This document is a lease and indenture supplement, a secondary document, dated March 30, 1989. The primary document to which this lease and indenture supplement is connected is recorded under Recordation No. 16114.

The names and addresses of the parties of the document are as follows:

The Connecticut National Bank,
as trustee, lessor/owner trustee
777 Main Street
Hartford, Connecticut 06115; and

CSX Transportation, Inc., lessee
100 North Charles Street
Baltimore, Maryland 21201; and

Meridian Trust Company, as trustee,
indenture trustee
35 North Sixth Street
Reading, Pennsylvania 19603

A description of the equipment covered by this document follows:

MAR 30 10 15 AM '89
MOTOR OPERATING UNIT

C. Crowley
Hartford

Interstate Commerce Commission
March 30, 1989
Page 2

899 100-ton high-side coal gondola cars bearing
the road numbers CSXT 380,907 - CSXT 380,910, CSXT
380,912, CSXT 380,916 - CSXT 381,806, CSXT 381,812
- CSXT 381,815 and

709 100-ton 4,750 cu. ft.
covered hopper cars
bearing the road numbers
CSXT 259,498, CSXT 259,569 - CSXT 259,572, CSXT
259,578 - CSXT 259,999, CSXT 260,030 - CSXT
260,300, CSXT 260,302 - CSXT 260,307, CSXT 260,311
- CSXT 260,312, CSXT 260,314 - CSXT 260,316

A filing fee of \$13.00 is enclosed. Please return
the original and any extra copies not needed by the
Commission for recordation to the undersigned.

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

Lease and Indenture Supplement No. 2 to Lease
No. 1 dated March 30, 1989 and covering
899 100-ton high-side coal gondola cars bearing
the road numbers CSXT 380,907 - CSXT 380,910, CSXT
380,912, CSXT 380,916 - CSXT 381,806, CSXT 381,812
- CSXT 381,815 and

709 100-ton 4,750 cu. ft.
covered hopper cars bearing the road numbers CSXT
259,498, CSXT 259,569 - CSXT 259,572, CSXT 259,578
- CSXT 259,999, CSXT 260,030 - CSXT 260,300, CSXT
260,302 - CSXT 260,307, CSXT 260,311 - CSXT
260,312, CSXT 260,314 - CSXT 260,316.

Very truly yours,



Harriet Ann Robinson

Enclosure

MAR 30 1989 -10 25 AM

LEASE AND INDENTURE SUPPLEMENT NO. 2 INTERSTATE COMMERCE COMMISSION

Dated March 30, 1989

Among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERIDIAN TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

100-TON HIGH-SIDE COAL GONDOLA CARS
100-TON COVERED HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 1 DATED AS OF DECEMBER 1, 1988. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERIDIAN TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON MARCH 30, 1989
AT _ : _ A.M. RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2, dated March 30, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 1 dated as of December 1, 1988 (the "Trust Agreement") with FORD MOTOR CREDIT COMPANY, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERIDIAN TRUST COMPANY, a Pennsylvania trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 1 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 1 (the "Lease"), and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 1 (the "Indenture"), each dated as of December 1, 1988 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$65,617,500.00 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Coal Car and Hopper Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values for the Coal Cars set forth, respectively, on Schedules 2A and 3A hereto shall be applicable in respect of the Coal Cars leased hereunder on the date hereof, and the Stipulated Loss Values and Termination Values set forth, respectively, on Schedules 2B and 3B hereto shall be applicable in respect of the Hopper Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 2, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 2, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 2 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 2 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.

8. This Lease and Indenture Supplement No. 2 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity
but solely as Owner
Trustee

By Stephen J. Falx
Title: VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERIDIAN TRUST COMPANY,
not in its individual capacity
but solely as Indenture
Trustee

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as Owner Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By 
Title: AVP & TREASURER - EQUIPMENT UNIT

Indenture Trustee

MERIDIAN TRUST COMPANY,
not in its individual capacity but solely as Indenture Trustee

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERIDIAN TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By LSJ _____
Title: ASSISTANT VICE PRESIDENT

SCHEDULE OF RAILCARS TO BE DELIVERED

Coal Cars

<u>Quantity of Cars</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
899	CSXT 380907-380910 (Inclusive) CSXT 380912 CSXT 380916-381802 (Inclusive) CSXT 381804-381806 (Inclusive) CSXT 381812-381815 (Inclusive)	\$37,500	\$33,712,500.00

Hopper Cars

<u>Quantity of Cars</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
709	CSXT 259498 CSXT 259569-259572 (Inclusive) CSXT 259578-259999 (Inclusive) CSXT 260030-260300 (Inclusive) CSXT 260302-260307 (Inclusive) CSXT 260311-260312 (Inclusive) CSXT 260314-260316 (Inclusive)	\$45,000	\$31,905,000.00

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 2

STIPULATED LOSS VALUE
(COAL CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 3, 1999, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 3, 1999, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after January 3, 1999, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Coal Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 3, 1990	111.13453
January 3, 1991	111.62267
July 3, 1991	112.84409
January 3, 1992	112.83272
July 3, 1992	113.71918
January 3, 1993	113.32544
July 3, 1993	113.98559
January 3, 1994	113.29122
July 3, 1994	113.79457
January 3, 1995	112.81065
July 3, 1995	113.14876
January 3, 1996	111.84989
July 3, 1996	112.02874
January 3, 1997	110.46738
July 3, 1997	110.59883
January 3, 1998	108.88056
July 3, 1998	108.65839
January 3, 1999	107.19616
July 3, 1999	103.39804
January 3, 2000	102.73005
July 3, 2000	98.78274
January 3, 2001	97.98267
July 3, 2001	93.77536
January 3, 2002	92.93073
July 3, 2002	88.44902
January 3, 2003	87.55543
July 3, 2003	82.78174
January 3, 2004	81.83674
July 3, 2004	76.75239
January 3, 2005	75.75346
July 3, 2005	70.06714
January 3, 2006	69.26317
July 3, 2006	61.79522
January 3, 2007	62.32255
July 3, 2007	54.36178
January 3, 2008	54.93793
July 3, 2008	46.44922
January 3, 2009	47.08765
July 3, 2009	38.03388
January 3, 2010	38.74896
July 3, 2010	29.10055
January 3, 2011	29.88221
July 3, 2011	20.14897
January 3, 2012	20.49365

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 2

STIPULATED LOSS VALUE
(HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 3, 2000, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 3, 2000, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after January 3, 2000, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 3, 1990	110.93419
January 3, 1991	111.47192
July 3, 1991	112.62988
January 3, 1992	112.68718
July 3, 1992	113.51464
January 3, 1993	113.20483
July 3, 1993	113.80590
January 3, 1994	113.20798
July 3, 1994	113.64882
January 3, 1995	112.77373
July 3, 1995	113.04547
January 3, 1996	111.86913
July 3, 1996	111.97667
January 3, 1997	110.54970
July 3, 1997	110.59917
January 3, 1998	109.02272
July 3, 1998	109.11744
January 3, 1999	107.42598
July 3, 1999	107.17266
January 3, 2000	105.72522
July 3, 2000	101.97458
January 3, 2001	101.27419
July 3, 2001	97.24641
January 3, 2002	96.52869
July 3, 2002	92.16485
January 3, 2003	91.46778
July 3, 2003	86.81525
January 3, 2004	86.07567
July 3, 2004	81.11554
January 3, 2005	80.33106
July 3, 2005	75.04317
January 3, 2006	74.21130
July 3, 2006	68.57421
January 3, 2007	67.69231
July 3, 2007	61.68319
January 3, 2008	60.74851
July 3, 2008	53.98831
January 3, 2009	53.34249
July 3, 2009	45.19229
January 3, 2010	45.50536
July 3, 2010	36.39812
January 3, 2011	37.27983
July 3, 2011	27.77507
January 3, 2012	28.68811

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 2

TERMINATION VALUE
(COAL CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 3, 1999, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 3, 1999, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 3, 1999, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Coal Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
January 3, 1997	109.64839
July 3, 1997	109.73601
January 3, 1998	107.97069
July 3, 1998	107.69837
January 3, 1999	106.18334
July 3, 1999	102.32904
January 3, 2000	101.60179
July 3, 2000	97.59184
January 3, 2001	96.72591
July 3, 2001	92.44899
January 3, 2002	91.53117
July 3, 2002	86.97212
January 3, 2003	85.99720
July 3, 2003	81.13757
January 3, 2004	80.10221
July 3, 2004	74.92239
January 3, 2005	73.82308
July 3, 2005	68.03149
January 3, 2006	67.11607
July 3, 2006	59.53122
January 3, 2007	59.93079
July 3, 2007	51.84003
January 3, 2008	52.27433
July 3, 2008	43.64076
January 3, 2009	44.12133
July 3, 2009	34.90588
January 3, 2010	35.44498
July 3, 2010	25.61681
January 3, 2011	26.20307
July 3, 2011	16.26859
January 3, 2012	16.39637

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 2

TERMINATION VALUE
(HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium, if any, payable in respect of the Notes.

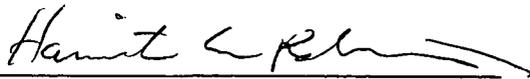
Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 3, 2000, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 3, 2000, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 1 hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 3, 2000, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
January 3, 1997	110.54970
July 3, 1997	110.59917
January 3, 1998	109.02272
July 3, 1998	109.11744
January 3, 1999	107.42598
July 3, 1999	107.17266
January 3, 2000	105.72522
July 3, 2000	101.97458
January 3, 2001	101.27419
July 3, 2001	97.24641
January 3, 2002	96.52869
July 3, 2002	92.16485
January 3, 2003	91.46778
July 3, 2003	86.81525
January 3, 2004	86.07567
July 3, 2004	81.11554
January 3, 2005	80.33106
July 3, 2005	75.04317
January 3, 2006	74.21130
July 3, 2006	68.57421
January 3, 2007	67.69231
July 3, 2007	61.68319
January 3, 2008	60.74851
July 3, 2008	53.98831
January 3, 2009	53.34249
July 3, 2009	45.19229
January 3, 2010	45.50536
July 3, 2010	36.39812
January 3, 2011	37.27983
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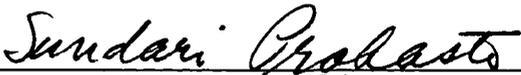
CERTIFICATION

On this 30th day of March, 1989, the undersigned has compared the foregoing copy of the Lease and Indenture Supplement relating to the primary document recorded under Recordation No. 16114 with the original thereof and has found the copy to be complete and identical in all respects to the original.


Harriet Ann Robinson

DISTRICT OF COLUMBIA: ss:
:

Subscribed and sworn to before me this 30th day of March, 1989.


Notary Public

My commission expires October 14, 1991