

18876-A

THIS IS THE ORIGINAL/DUPLICATE OF SCHEDULE NO. 1

Schedule No. 1 to Master Lease Agreement No. _____

THIS SCHEDULE (this "Schedule") is entered into between SIGNET LEASING AND FINANCIAL CORPORATION ("Lessor") and OMAHA PUBLIC POWER DISTRICT ("Lessee"), effective as of the date set forth below, pursuant to that certain Master Lease Agreement dated as of July 1, 1994, between Lessor (as assignee of TRANSCISCO LEASING COMPANY) and Lessee (the "Lease Agreement"). Capitalized terms used without definition in this Schedule and certain other terms that are not capitalized shall have the meanings ascribed to them in the Lease Agreement, to the extent defined therein. The provisions of the Lease Agreement, solely as they relate to the leasing of the Equipment hereunder, are hereby incorporated into and shall be deemed a part of this Schedule. This Schedule constitutes a separate instrument of lease and all references in the Lease Agreement, herein or elsewhere to "the Lease" or "this Lease" shall mean, with respect to the Equipment, this Schedule incorporating the applicable terms of the Lease Agreement.

Lessee certifies that each item of Equipment described below or on any Equipment Schedule attached hereto (each, an "item") has been selected by, delivered to, and inspected by, Lessee; is located at the location set forth below; and that as between Lessor and Lessee, each such item is of size, design, capacity and manufacture acceptable to and suitable for Lessee's purposes, and is in good working order, repair and condition. Lessee unconditionally accepts each such item of Equipment for lease under the Lease on the date hereof and authorizes Lessor to pay the seller of the Equipment the Acquisition Cost.

Lessee confirms to Lessor that (1) Lessor has not selected, manufactured or supplied the Equipment; (2) Lessor has acquired the Equipment specifically in connection with the Lease; and (3) Lessee has been provided with a copy of the contract by which Lessor purchased the Equipment from the Seller.

Lessor and Lessee agree that each item of Equipment is hereby leased from Lessor to Lessee under and subject to all of the terms of the Lease; that the Basic Term of each such Item commences on the date hereof and that such date is the Acceptance Date; that the amount of such of the Acquisition Cost and Base Rent for all Items covered by this Schedule is as set forth below, and the amount of the Acquisition Cost of any item of Equipment listed on any Schedule attached hereto is as set forth therein. Lessee certifies that its representations and warranties set forth in the Lease are true and correct on the date hereof.

- 1. **DESCRIPTION OF ITEM(S) OF EQUIPMENT** (include make, model, serial number and quantity):
See Equipment Schedule attached hereto and made a part hereof.
- 2. **ACQUISITION COST:** \$6,420,000.
- 3. **LEASE TERM:** Commencing on the date hereof and ending on June 30, 1999.
- 4. **BASE RENT, ANNUAL RENT AND INTERIM RENT:**
 - (a) Base Rent. Sixty (60) payments of \$58,440.93 (plus applicable sales/use tax) commencing on July __, 1994, and payable in advance on the same day of each month thereafter.
 - (b) Annual Rent. In addition to any other rent payable to Lessor under the Lease, Lessee shall also pay to Lessor each of the following amounts on the corresponding dates during the Lease Term as set forth below:

<u>Annual Rent</u>	<u>Payment Dates</u>
\$10,000	July __, 1996
\$15,000	July __, 1997
\$25,000	July __, 1998
\$30,000	July __, 1999

- (c) Interim Rent. There will be no Interim Rent payable pursuant to the Lease.
- 5. **CASUALTY LOSS VALUE:** The Casualty Loss Value of any item of Equipment is equal to the percentage set forth on the Casualty Loss Schedule (which is attached hereto and made a part hereof), times the Acquisition Cost of such item of Equipment, computed as of the rental payment date that follows the Total Loss.
- 6. **LOCATION:** (a) Lessee's principal place of business is as follows: 444 South 16th Street Mall, Omaha, Nebraska 68012.
(b) (if different than (a)) the location(s) where books and records pertaining to the Equipment, the Lease and Lessee generally is/are as follows: _____
- 7. **ACCEPTANCE DATE:** July __, 1994.
LATEST ACCEPTANCE DATE: July 31, 1994.
- 8. **NOTICES:** All notices to be delivered to Lessor pursuant to the Lease shall be delivered to the following address:

Signet Leasing and Financial Corporation
7 St. Paul Street
Baltimore, Maryland 21202
Facsimile: (410) 783-6150
Attention: G. Victor Bryson

RECORDATION NO. 18876-A FILED 1495

JUL 1 1994 3:45 PM

INTERSTATE COMMERCE COMMISSION

9. **PLACE AND METHOD OF PAYMENT:** Except as otherwise expressly provided in the Servicing Agreement, all rent payable to Lessor pursuant to the Lease shall be paid to Lessor by check or wire transfer as follows:

(a) If by check, to

Signet Leasing and Financial Corporation
7 St. Paul Street
Baltimore, Maryland 21202
Attn: G. Victor Bryson

(b) If by wire transfer, to

Signet Bank, Maryland
7 St. Paul Street
Baltimore, Maryland 21202
ABA Routing No. 052000016
for the account of:
Signet Leasing and Financial Corporation
Account No. 0020139457
Attn: G. Victor Bryson

[INTENTIONALLY LEFT BLANK]

WITNESS, the execution of this schedule, under seal, by Lessor and Lessee.

LESSOR: SIGMET LEASING AND FINANCIAL CORPORATION

LESSEE: ONAMA PUBLIC POWER DISTRICT (a political subdivision of the State of Nebraska)

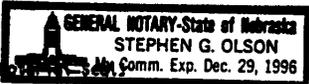
By: _____
Title: _____

By: E. C. Payne
Title: Executive Vice President

ATTACHMENTS: Equipment Description
Casualty Loss Schedule

STATE OF NEBRASKA)
COUNTY OF Doyle) ss.:

On this 1 day of July, 1996, before me personally appeared E. C. Payne, to me personally known, who, being by me duly sworn, says that he/she is E. C. Payne of ONAMA PUBLIC POWER DISTRICT, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



E. C. Payne

Notary Public

My Commission expires: _____

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

On this _____ day of July, 1996, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he/she is _____ of SIGMET LEASING AND FINANCIAL CORPORATION, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]
My Commission expires: _____

Equipment Schedule

to

Schedule No. 1 Master Lease Agreement No. _____

Lessee: OMAHA PUBLIC POWER DISTRICT (a political subdivision of the State of Nebraska)

This Equipment Schedule is a part of the above-referenced Schedule (which incorporates by reference the above-referenced Master Lease Agreement) between Signet Leasing and Financial Corporation (Lessor) and Lessee.

<u>Quantity</u>	<u>Description</u>	<u>Railcar Identification Numbers</u>	
120	New Johnstown America Corporation aluminum/steel rapid discharge auto flood hopper cars equipped with rotary couplers, designed for 288,000 pounds gross weight on rail.	OPPX	801-920

LESSOR: SIGNET LEASING AND FINANCIAL CORPORATION

LESSEE: OMAHA PUBLIC POWER DISTRICT (a political subdivision of the State of Nebraska)

By: *Froy V Byrnes*

By: _____

Title: *V.P.*

Title: _____

Equipment Schedule

to

Schedule No. 1 Master Lease Agreement No. _____

Lessee: OMAHA PUBLIC POWER DISTRICT (a political subdivision of the State of Nebraska)

This Equipment Schedule is a part of the above-referenced Schedule (which incorporates by reference the above-referenced Master Lease Agreement) between Signet Leasing and Financial Corporation (Lessor) and Lessee.

<u>Quantity</u>	<u>Description</u>	<u>Rollcar Identification Numbers</u>	
120	New Johnstown America Corporation aluminum/steel rapid discharge auto flood hopper cars equipped with rotary couplers, designed for 286,000 pounds gross weight on rail.	OPPX	801-820

LESSOR: SIGNET LEASING AND FINANCIAL CORPORATION

LESSEE: OMAHA PUBLIC POWER DISTRICT (a political
subdivision of the State of Nebraska)

By: _____

By: E. C. [Signature]

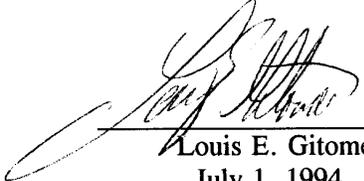
Title: _____

Title: Executive Vice President

BALL, JANIK & NOVACK

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Schedule No. 1 to Master Lease Agreement, dated July 1, 1994, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
July 1, 1994