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WHITE & CASE
1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036

(212) 819-8200
FACSIMILE: (212) 354-8113
TELEX: 233188

RECORDATION NO. 18743
FILED 1425
MAR 31 1994 -10 20 AM
INTERSTATE COMMERCE COMMISSION
EUROPE
LONDON
PARIS
BRUSSELS
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HELSINKI
MOSCOW
BUDAPEST
PRAGUE
WARSAW
ISTANBUL
ANKARA

RECORDATION NO. 18743-H
FILED 1425
MAR 31 1994 -10 20 AM

RECORDATION NO. 18743-F
FILED 1425
MAR 31 1994 -10 20 AM
MIDDLE EAST
JEDDAH
RIYADH

C100166022

March 31, 1994

GWS:RY

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

RECORDATION NO. 18743-H
FILED 1425
MAR 31 1994 -10 20 AM
INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

Enclosed are an original and two originally executed counterparts of the four secondary documents described below. All of the enclosed documents are to be recorded pursuant to Section 11303, Title 49, of the United States Code.

The secondary documents described as item numbers 1, 2 and 3 below are related to that certain Lease Agreement (CSXT 1994-A), dated as of March 24, 1994, between Atlantic Locomotive Lease Co., Ltd., as lessor, and CSX Transportation, Inc., as lessee, a primary document filed for recordation with the Interstate Commerce Commission on March 24, 1994, at 12:15 p.m., and given Recordation Number 18743. The secondary document described as item 4 below is related to that certain Trust Indenture and Security Agreement (CSXT 1994-A), dated as of March 24, 1994, among Atlantic Locomotive Lease Co., Ltd., as lessor, CSX Transportation, Inc., as lessee, and Wilmington Trust Company, as indenture trustee, a primary document filed for recordation with the Interstate Commerce Commission on March 24, 1994 at 12:15 p.m., and given Recordation Number 18743-D.

The enclosed secondary documents are:

- (1) Lease Supplement No. 2 (CSXT 1994-A), dated as of March 31, 1994, between Atlantic Locomotive Lease Co., Ltd., as lessor, and CSX Transportation, Inc., as lessee. The primary document to which this Lease Supplement No. 2 is connected was filed for recordation with the Interstate Commerce Commission on March 24, 1994, at 12:15 p.m., and given Recordation Number 18743.

Mr. Sidney L. Strickland, Jr.
March 31, 1994
Page 2

(2) Amendment No. 1 to Assignment Agreement (CSXT 1994-A), dated as of March 31, 1994, between CSX Transportation, Inc., as assignor, and Atlantic Locomotive Lease Co., Ltd., as assignee. The primary document to which this Amendment No. 1 to Assignment Agreement is connected was filed for recordation with the Interstate Commerce Commission on March 24, 1994, at 12:15 p.m., and given Recordation Number 18743.

(3) Amendment No. 1 to Lessor Security Agreement (CSXT 1994-A), dated as of March 31, 1994, between Atlantic Locomotive Lease Co., Ltd., as lessor, and CSX Transportation, Inc., as lessee. The primary document to which this Amendment No. 1 to Lessor Security Agreement is connected was filed for recordation with the Interstate Commerce Commission on March 24, 1994, at 12:15 p.m., and given Recordation Number 18743.

(4) Indenture Supplement No. 2 (CSXT 1994-A), dated March 31, 1994, among Atlantic Locomotive Lease Co., Ltd., as lessor, CSX Transportation, Inc., as lessee, and Wilmington Trust Company, as indenture trustee. The primary document to which this Indenture Supplement is connected was filed for recordation with the Interstate Commerce Commission on March 24, 1994 at 12:15 p.m., and given Recordation Number 18743-D.

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

Lease Supplement No. 2

Lessor:
Atlantic Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P.O. Box 1043
George Town, Grand Cayman
Cayman Islands

Lessee:
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

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✓ Amendment No. 1 to Assignment Agreement

Assignor:
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

Assignee:
Atlantic Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P.O. Box 1043
George Town, Grand Cayman
Cayman Islands

✓ Amendment No. 1 to Lessor Security Agreement

Lessor:
Atlantic Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P.O. Box 1043
George Town, Grand Cayman
Cayman Islands

Lessee:
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

✓ Indenture Supplement No. 2

Lessor:
Atlantic Locomotive Lease Co., Ltd.
Caledonian House
Mary Street
P.O. Box 1043
George Town, Grand Cayman
Cayman Islands

Lessee:
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

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Indenture Trustee:
Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

The description of the equipment covered by the aforesaid Lease Supplement No. 2, Amendment No. 1 to Assignment Agreement, and Amendment No. 1 to Lessor Security Agreement is as follows:

Twenty-four General Electric Dash 9-44CW diesel electric locomotives bearing road numbers 9006 through 9029, both inclusive.

Included in the property covered by the Indenture Supplement No. 2 are (i) twenty-four (24) General Dash 9-44CW diesel electric locomotives and all additions, alterations and modifications thereto or replacements of any part thereof, whenever made or performed or acquired and all other items of tangible personal property of any kind acquired by Atlantic Locomotive Lease Co., Ltd. in connection with the acquisition of the aforementioned locomotives, in each case whether acquired at the time of acquisition or thereafter acquired pursuant to the Lease or otherwise, (ii) certain rights of Atlantic Locomotive Lease Co., Ltd. in the Lease Agreement (CSXT 1994-A), dated as of March 24, 1994, between Atlantic Locomotive Lease Co., Ltd., as lessor, and CSX Transportation, Inc., as lessee, the Assignment Agreement (CSXT 1994-A), dated as of March 24, 1994, between CSX Transportation, Inc., as assignor, and Atlantic Locomotive Lease Co., Ltd., as assignee, (iii) a bank account of Atlantic Locomotive Lease Co., Ltd. at Wilmington Trust Company and all amounts therein and (iv) all right, title and interest of Atlantic Locomotive Lease Co., Ltd. in and to all proceeds, rents, issues, profits, products, revenues and other income, from and on account of the property rights and privileges subjected or required to be subjected to the lien of the Trust Indenture and Security Agreement.

A fee of Seventy-two dollars (\$72.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

PH02/ICCPAC

Mr. Sidney L. Strickland, Jr.
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Geoffrey W. Smith, Esq.
White & Case
1155 Avenue of the Americas
New York, New York 10036

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

1) Lease Supplement No. 2:

Lease Supplement No. 2 (CSXT 1994-A), dated as of March 31, 1994, between Atlantic Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, and CSX Transportation, Inc., as lessee, 500 Water Street, Jacksonville, Florida 32202, amending that certain Lease Agreement (CSXT 1994-A), dated as of March 24, 1994, between Atlantic Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, and CSX Transportation, Inc., as lessee, 500 Water Street, Jacksonville, Florida 32202, covering twenty-four (24) General Electric Dash 9-44CW diesel electric locomotives bearing road numbers 9006 through 9029, both inclusive.

2) Amendment No. 1 to Assignment Agreement:

Amendment No. 1 to Assignment Agreement (CSXT 1994-A), dated as of March 31, 1994, between CSX Transportation, Inc., as assignor, 500 Water Street, Jacksonville, Florida 32202, and Atlantic Locomotive Lease Co., Ltd., as assignee, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, amending that certain Assignment Agreement (CSXT 1994-A), dated as of March 24, 1994, between CSX Transportation, Inc., as assignor, 500 Water Street, Jacksonville, Florida 32202, and Atlantic Locomotive Lease Co., Ltd., as assignee, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, relating to the purchase of twenty-four (24) General Electric Dash 9-44CW diesel electric

Mr. Sidney L. Strickland, Jr.
March 31, 1994
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locomotives bearing road numbers 9006 through 9029, both inclusive.

3) Amendment No. 1 to Lessor Security Agreement:

Amendment No. 1 to Lessor Security Agreement (CSXT 1994-A), between Atlantic Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, and CSX Transportation, Inc., as lessee, 500 Water Street, Jacksonville, Florida 32202, dated as of March 31, 1994, amending that certain Lessor Security Agreement (CSXT 1994-A), dated as of March 24, 1994, between Atlantic Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, and CSX Transportation, Inc., as lessee, 500 Water Street, Jacksonville, Florida 32202, covering twenty-four (24) General Electric Dash 9-44CW diesel electric locomotives bearing road numbers 9006 through 9029, both inclusive.

4) Indenture Supplement No. 2:

Indenture Supplement No. 2 (CSXT 1994-A), dated as of March 31, 1994, among Atlantic Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, and CSX Transportation, Inc., as lessee, 500 Water Street Jacksonville, Florida 32202, and Wilmington Trust Company, as indenture trustee, Rodney Square North, Wilmington, Delaware 19890, amending that certain Trust Indenture and Security Agreement (CSXT 1994-A), dated as of March 24, 1994, among Atlantic Locomotive Lease Co., Ltd., as lessor, Caledonian House, Mary Street, P.O. Box 1043, George Town, Grand Cayman, Cayman Islands, and CSX Transportation, Inc., as lessee, 500 Water Street Jacksonville, Florida 32202, and Wilmington Trust Company, as indenture trustee, Rodney Square North, Wilmington, Delaware 19890, securing lessor's obligations relating to twenty-four (24) General Electric Dash 9-44CW diesel electric locomotives bearing road numbers 9006 through 9029, both inclusive.

Mr. Sidney L. Strickland, Jr.
March 31, 1994
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If you have any questions, please do not hesitate to
call the undersigned.

Very truly yours,

Geoffrey W. Smith
Geoffrey Smith

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

3/31/94

OFFICE OF THE SECRETARY

Geoffrey Smith, Esp
White & Case
1155 Avenue Of The Americas
New York, N.Y. 10036

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

on 3/31/94 at 10:20am , and assigned

recordation number(s). 18743-E, 18743-F 18743-G & 18743-H

18756- 18756-A 18756-B 18756-C 18756-D 18756-E

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18743-4 FILED 1425

MAR 31 1994 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 2 (CSXT 1994-A)

Between

ATLANTIC LOCOMOTIVE LEASE CO., LTD.,
as Lessor

and

CSX TRANSPORTATION, INC.,
as Lessee

Twenty-Four General Electric Dash 9-44CW
Diesel Electric Locomotives

Dated as of March 31, 1994

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE SUPPLEMENT NO. 2 AND TO THE ITEMS OF EQUIPMENT COVERED HEREBY ON THE PART OF ATLANTIC LOCOMOTIVE LEASE CO., LTD. HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CSXT 1994-A) DATED AS OF MARCH 24, 1994. TO THE EXTENT, IF ANY, THAT THIS LEASE 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 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 WILMINGTON 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 _____, 1994, at __: __ .m., recordation number _____.

LEASE SUPP NO. 2 - ATLANTIC

LEASE SUPPLEMENT NO. 2 (CSXT 1994-A), dated as of March 31, 1994, between ATLANTIC LOCOMOTIVE LEASE CO., LTD., a corporation formed under the laws of the Cayman Islands ("Lessor"), and CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease Agreement (CSXT 1994-A), dated as of March 24, 1994 (herein called the "Lease Agreement"), as supplemented by that certain Lease Supplement No. 1 (CSXT 1994-A) between Lessor and Lessee, dated as of March 24, 1994 (herein called "Lease Supplement No. 1"), pursuant to which Lessor has delivered and leased to Lessee, and Lessee has accepted and leased from Lessor, twenty-four General Electric Dash 9-44 CW Diesel Electric Locomotives bearing Lessee's road numbers 9006 through 9029 inclusive;

WHEREAS, the Lease Agreement and Lease Supplement No. 1 were filed for recordation with the Interstate Commerce Commission on March 24, 1994, at 12:15 p.m., and given Recordation Numbers 18743 and 18743-A, respectively;

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Lease Agreement, in the manner set forth below, to correct certain defects and inconsistencies therein;

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

1. Section 22(f) of the Lease Agreement is hereby amended in its entirety to read as follows:

"(f) Business Days. If any date for any payment of Rent or any other amount due under this Lease shall not be a Business Day, then such payment shall be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and any such payment shall be in the same amount as if made on such scheduled date."

2. The definitions of "Distribution Date" and "Rent Payment Date" in Appendix X to the Lease Agreement are hereby amended in their entirety to read as follows:

"Distribution Date" means, with respect to distributions of Scheduled Payments, each February 24, May 24, August 24 and November 24, and March 24, 2008, until payment of all

the Scheduled Payments to be made under the Equipment Certificates has been made, commencing on May 24, 1994."

"Rent Payment Date" or "Payment Date" means each February 24, May 24, August 24 and November 24 of each year during the Lease Term and March 24, 2008, provided that if any such date shall not be a Business Day, then "Rent Payment Date" or "Payment Date" shall mean the next succeeding Business Day."

3. Schedule B to the Lease Agreement (entitled "Basic Termination Payments") is hereby amended in its entirety to read as set forth in Exhibit A to this Lease Supplement No. 2.

4. This Lease Supplement No. 2 is executed as, and shall constitute, an amendment and supplement to the Lease Agreement, and shall form a part thereof, and all provisions of the Lease Agreement, as supplemented by Lease Supplement No. 1 and further supplemented and amended by this Lease Supplement No. 2, are hereby ratified and confirmed in all respects.

5. This Lease Supplement No. 2 may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Lease Supplement No. 2, including a signature page executed by each of the parties hereto, shall be an original counterpart of this Lease Supplement No. 2, but all of such counterparts together shall constitute one instrument.

6. This Lease Supplement No. 2 has been delivered in New York, New York. It shall in all respects be governed by, and construed in accordance with, the laws of Japan, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written.

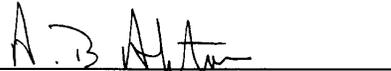
LESSOR

ATLANTIC LOCOMOTIVE LEASE CO., LTD.

By: 
Name: Leonard B. Shavel
Title: Vice President

LESSEE

CSX TRANSPORTATION, INC.

By: 
Name: A.B. Aftorn
Title: Treasurer

STATE OF NEW YORK :
COUNTY OF NEW YORK : SS

On this, the 30th day of March, 1994, before me, a notary public, personally appeared LEONARD B. SHAVEL, to me personally known, who being by me duly sworn, says that he is the Vice President of Atlantic Locomotive Lease Co., Ltd., that said instrument was executed on March 30th, 1994 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sworn to before me this
30 day of March, 1994.

(NOTARIAL SEAL)

Anna Tsui
Notary Public

My Commission Expires:

ANNA TSUI
Notary Public, State of New York
No. 31-5024138
Qualified in New York County
Commission Expires Feb. 28, 1996

STATE OF Ga :
COUNTY OF Camden : SS

On this, the 29 day of March, 1994, before me, a notary public, personally appeared ab affoera, to me personally known, who being by me duly sworn, says that he is the Treasurer of CSX Transportation, Inc., that said instrument was executed on March 29 1994 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sworn to before me this
29 day of March, 1994.

(NOTARIAL SEAL)

Dawn M. Clark
Notary Public

My Commission Expires:

Notary Public, Camden County, Georgia
My Commission Expires Jan. 19, 1998

EXHIBIT A
TO
LEASE SUPPLEMENT NO. 2

[Schedule of Basic Termination Payments]

SCHEDULE B
TO
LEASE

BASIC TERMINATION PAYMENTS
(per Item of Equipment)

March 24 close
29-Mar
10:33 AM

U.S. DOLLAR AMOUNT
(US\$)

MONTHLY DATES	COLUMN 1	COLUMN 2
24-Mar-94	1,041,000.00	1,041,000.00
24-Apr-94	1,046,806.08	1,046,806.08
24-May-94	1,041,000.00	1,052,612.16
24-Jun-94	1,046,806.08	1,046,806.08
24-Jul-94	1,052,612.15	1,052,612.15
24-Aug-94	1,040,908.19	1,058,418.23
24-Sep-94	1,046,713.78	1,046,713.78
24-Oct-94	1,052,519.36	1,052,519.36
24-Nov-94	1,040,814.88	1,058,324.96
24-Dec-94	1,046,619.97	1,046,619.97
24-Jan-95	1,052,425.06	1,052,425.06
24-Feb-95	1,040,720.08	1,058,230.16
24-Mar-95	1,046,524.67	1,046,524.67
24-Apr-95	1,052,329.25	1,052,329.25
24-May-95	1,040,623.77	1,058,133.85
24-Jun-95	1,046,427.84	1,046,427.84
24-Jul-95	1,052,231.92	1,052,231.92
24-Aug-95	1,024,290.79	1,058,036.01
24-Sep-95	1,030,008.03	1,030,008.03
24-Oct-95	1,035,725.27	1,035,725.27
24-Nov-95	1,007,697.30	1,041,442.52
24-Dec-95	1,013,326.32	1,013,326.32
24-Jan-96	1,018,955.33	1,018,955.33
24-Feb-96	990,839.14	1,024,584.36
24-Mar-96	996,378.53	996,378.53
24-Apr-96	1,001,917.91	1,001,917.91
24-May-96	973,712.10	1,007,457.32
24-Jun-96	979,160.43	979,160.43
24-Jul-96	984,608.76	984,608.76
24-Aug-96	956,311.88	990,057.10
24-Sep-96	961,667.70	961,667.70
24-Oct-96	967,023.51	967,023.51
24-Nov-96	938,634.13	972,379.35
24-Dec-96	943,895.96	943,895.96
24-Jan-97	949,157.79	949,157.79
24-Feb-97	920,674.42	954,419.64
24-Mar-97	925,840.76	925,840.76
24-Apr-97	931,007.11	931,007.11
24-May-97	902,428.25	936,173.47
24-Jun-97	907,497.59	907,497.59
24-Jul-97	912,566.92	912,566.92
24-Aug-97	883,891.05	917,636.27

SCHEDULE B
TO
LEASE

BASIC TERMINATION PAYMENTS
(per Item of Equipment)

March 24 close
29-Mar
10:33 AM

U.S. DOLLAR AMOUNT
(US\$)

MONTHLY DATES	COLUMN 1	COLUMN 2
24-Sep-97	888,861.83	888,861.83
24-Oct-97	893,832.61	893,832.61
24-Nov-97	865,058.18	898,803.40
24-Dec-97	869,928.83	869,928.83
24-Jan-98	874,799.48	874,799.48
24-Feb-98	845,924.93	879,670.15
24-Mar-98	850,693.86	850,693.86
24-Apr-98	855,462.78	855,462.78
24-May-98	826,486.50	860,231.72
24-Jun-98	831,152.08	831,152.08
24-Jul-98	835,817.66	835,817.66
24-Aug-98	806,738.03	840,483.25
24-Sep-98	811,298.61	811,298.61
24-Oct-98	815,859.19	815,859.19
24-Nov-98	786,674.57	820,419.79
24-Dec-98	791,128.48	791,128.48
24-Jan-99	795,582.39	795,582.39
24-Feb-99	766,291.10	800,036.32
24-Mar-99	770,636.64	770,636.64
24-Apr-99	774,982.18	774,982.18
24-May-99	745,582.52	779,327.74
24-Jun-99	749,817.96	749,817.96
24-Jul-99	754,053.40	754,053.40
24-Aug-99	724,543.63	758,288.85
24-Sep-99	728,667.21	728,667.21
24-Oct-99	732,790.79	732,790.79
24-Nov-99	703,169.17	736,914.39
24-Dec-99	707,179.11	707,179.11
24-Jan-2000	711,189.05	711,189.05
24-Feb-2000	681,453.79	715,199.01
24-Mar-2000	685,348.28	685,348.28
24-Apr-2000	689,242.77	689,242.77
24-May-2000	660,702.14	693,137.26
24-Jun-2000	664,486.30	664,486.30
24-Jul-2000	668,270.46	668,270.46
24-Aug-2000	638,309.41	672,054.63
24-Sep-2000	641,974.51	641,974.51
24-Oct-2000	645,639.62	645,639.62
24-Nov-2000	619,656.53	649,304.73
24-Dec-2000	623,222.46	623,222.46
24-Jan-2001	626,788.39	626,788.39
24-Feb-2001	596,609.12	630,354.34

SCHEDULE B
TO
LEASE

BASIC TERMINATION PAYMENTS
(per Item of Equipment)

March 24 close
29-Mar
10:33 AM

U.S. DOLLAR AMOUNT
(US\$)

MONTHLY DATES	COLUMN 1	COLUMN 2
24-Mar-2001	600,052.52	600,052.52
24-Apr-2001	603,495.91	603,495.91
24-May-2001	579,848.15	606,939.32
24-Jun-2001	583,202.43	583,202.43
24-Jul-2001	586,556.72	586,556.72
24-Aug-2001	556,165.80	589,911.02
24-Sep-2001	559,394.17	559,394.17
24-Oct-2001	562,622.55	562,622.55
24-Nov-2001	541,110.38	565,850.92
24-Dec-2001	544,258.71	544,258.71
24-Jan-2002	547,407.04	547,407.04
24-Feb-2002	517,000.00	550,555.37
24-Mar-2002	520,020.14	520,020.14
24-Apr-2002	523,040.28	523,040.28
24-May-2002	503,484.41	526,060.43
24-Jun-2002	506,425.60	506,425.60
24-Jul-2002	509,366.79	509,366.79
24-Aug-2002	478,562.77	512,307.99
24-Sep-2002	481,358.37	481,358.37
24-Oct-2002	484,153.98	484,153.98
24-Nov-2002	466,414.99	486,949.59
24-Dec-2002	469,139.63	469,139.63
24-Jan-2003	471,864.27	471,864.27
24-Feb-2003	440,843.71	474,588.93
24-Mar-2003	443,418.97	443,418.97
24-Apr-2003	445,994.23	445,994.23
24-May-2003	429,946.71	448,569.51
24-Jun-2003	432,458.32	432,458.32
24-Jul-2003	434,969.92	434,969.92
24-Aug-2003	403,736.32	437,481.54
24-Sep-2003	406,094.81	406,094.81
24-Oct-2003	408,453.31	408,453.31
24-Nov-2003	393,967.34	410,811.81
24-Dec-2003	396,268.77	396,268.77
24-Jan-2004	398,570.19	398,570.19
24-Feb-2004	367,126.42	400,871.64
24-Mar-2004	369,271.05	369,271.05
24-Apr-2004	371,415.68	371,415.68
24-May-2004	358,374.87	373,560.32
24-Jun-2004	360,468.38	360,468.38
24-Jul-2004	362,561.88	362,561.88
24-Aug-2004	330,910.19	364,655.41

SCHEDULE B
TO
LEASE

BASIC TERMINATION PAYMENTS
(per Item of Equipment)

March 24 close
29-Mar
10:33 AM

U.S. DOLLAR AMOUNT
(US\$)

MONTHLY DATES	COLUMN 1	COLUMN 2
24-Sep-2004	332,843.26	332,843.26
24-Oct-2004	334,776.32	334,776.32
24-Nov-2004	323,076.46	336,709.40
24-Dec-2004	324,963.76	324,963.76
24-Jan-2005	326,851.07	326,851.07
24-Feb-2005	294,993.17	328,738.39
24-Mar-2005	296,716.42	296,716.42
24-Apr-2005	298,439.67	298,439.67
24-May-2005	287,987.52	300,162.94
24-Jun-2005	289,669.85	289,669.85
24-Jul-2005	291,352.17	291,352.17
24-Aug-2005	259,289.30	293,034.52
24-Sep-2005	260,803.98	260,803.98
24-Oct-2005	262,318.66	262,318.66
24-Nov-2005	253,030.90	263,833.35
24-Dec-2005	254,509.02	254,509.02
24-Jan-2006	255,987.14	255,987.14
24-Feb-2006	223,720.06	257,465.28
24-Mar-2006	225,026.96	225,026.96
24-Apr-2006	226,333.86	226,333.86
24-May-2006	218,136.09	227,640.76
24-Jun-2006	219,410.37	219,410.37
24-Jul-2006	220,684.65	220,684.65
24-Aug-2006	188,213.72	221,958.94
24-Sep-2006	189,313.20	189,313.20
24-Oct-2006	190,412.68	190,412.68
24-Nov-2006	183,238.61	191,512.18
24-Dec-2006	184,309.03	184,309.03
24-Jan-2007	185,379.45	185,379.45
24-Feb-2007	152,704.66	186,449.88
24-Mar-2007	153,596.71	153,596.71
24-Apr-2007	154,488.76	154,488.76
24-May-2007	148,279.33	155,380.82
24-Jun-2007	149,145.53	149,145.53
24-Jul-2007	150,011.73	150,011.73
24-Aug-2007	117,132.72	150,877.94
24-Sep-2007	117,816.97	117,816.97
24-Oct-2007	118,501.22	118,501.22
24-Nov-2007	113,203.97	119,185.48
24-Dec-2007	113,865.27	113,865.27
24-Jan-2008	114,526.57	114,526.57
24-Feb-2008	81,442.67	115,187.89

SCHEDULE B
TO
LEASE

BASIC TERMINATION PAYMENTS
(per Item of Equipment)

March 24 close
29-Mar
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U.S. DOLLAR AMOUNT
(US\$)

MONTHLY DATES	COLUMN 1	COLUMN 2
24-Mar-2008	71,044.98	81,918.44