

1-267A015

REED SMITH SHAW & McCLAY

FAX 215-851-1420  
TELEX NO. 401755 RSS and M PHA

2500 ONE LIBERTY PLACE  
PHILADELPHIA, PA 19103-7301

PITTSBURGH, PA  
WASHINGTON, DC  
HARRISBURG, PA  
McLEAN, VA

WRITER'S DIRECT DIAL NUMBER

215-851-8142

17391-0  
RECORDATION NO. FILED 1423  
215-851-8100

September 24, 1991

SEP 24 1991 10 22 AM

Hand Delivery

SEP 24 10 22 AM '91  
NOTICE OF RECEIVING UNIT

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, DC 20423

Re: Supplement to (a) the Lease of Rotary-Dump  
Aluminum Gondola Railcars from Meridian Trust  
Company to Union Pacific Railroad Company and  
(b) the Indenture and Security Agreement  
Relating to the Same

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code two originals of the secondary document described below, which secondary document is related to the two previously recorded primary documents identified below. As one of the attorneys representing Union Pacific Railroad Company in this transaction, I have knowledge of the matters described in this letter.

The enclosed secondary document is as follows:

Lease and Indenture Supplement No. 2, dated as of September 24, 1991, among Meridian Trust Company, as lessor (the "Lessor") and as owner trustee (the "Owner Trustee"), Union Pacific Railroad Company, as lessee (the "Lessee"), and Wilmington Trust Company, as indenture trustee (the "Indenture Trustee"). The primary documents to which this Lease and Indenture Supplement No. 2 is connected are as follows:

(a) Lease Agreement, dated as of June 20, 1991, between the Lessor and the Lessee, which was recorded on June 21, 1991 and assigned recordation number 17391; and

(b) Indenture and Security Agreement, dated as of June 20, 1991, between the

*Counterparts*

REED SMITH SHAW & McCLAY

Mr. Sidney L. Strickland, Jr.  
September 24, 1991  
Page 2

Owner Trustee and the Indenture Trustee,  
which was recorded on June 21, 1991 and  
assigned recordation number 17391-A.

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

Lessee:  
Union Pacific Railroad Company  
Martin Tower  
Eighth and Eaton Avenues  
Bethlehem, Pennsylvania 18018

Lessor and Owner Trustee:  
Meridian Trust Company  
35 North Sixth Street  
Reading, Pennsylvania 19601

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

Lease and Indenture Supplement No. 2 provides, *inter alia*, for the Lease Agreement referred to above and the Indenture and Security Agreement referred to above to apply to the 408 rotary-dump aluminum gondola railcars bearing the road numbers set forth in Schedule 2 to Lease and Indenture Supplement No. 2, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Lease and Indenture Supplement No. 2 is as follows:

408 rotary-dump aluminum gondola railcars, each marked on the sides in letters not less than one inch in height with the words "Ownership subject to a security agreement filed with the Interstate Commerce Commission" and bearing road numbers set forth in Exhibit A.

A fee of fifteen dollars (\$15.00) is enclosed. Please time and date stamp the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return any extra

**REED SMITH SHAW & McCLAY**

Mr. Sidney L. Strickland, Jr.  
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Page 3

originals of such document and this letter not needed by the  
Commission for recordation to

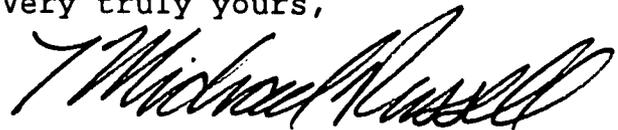
J. Michael Russell, Esquire  
Reed Smith Shaw & McClay  
2500 One Liberty Place  
Philadelphia, Pennsylvania 19103

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

Lease and Indenture Supplement No. 2 between  
Meridian Trust Company, as Lessor and Owner Trustee,  
35 North Sixth Street, Reading, Pennsylvania 19601,  
Union Pacific Railroad Company, as Lessee, Martin  
Tower, Eighth and Eaton Avenues, Bethlehem,  
Pennsylvania 18018, and Wilmington Trust Company,  
as Indenture Trustee, Rodney Square North,  
Wilmington, Delaware 19890, dated as of  
September 24, 1991, covering the 408 rotary-dump  
aluminum gondola railcars bearing the road numbers  
set forth in Schedule 2 to such Lease and Indenture  
Supplement No. 2, namely the road numbers set forth  
in Exhibit A. Lease and Indenture Supplement No. 2  
is related to the Lease Agreement between the Lessor  
and the Lessee, dated as of June 20, 1991, which was  
recorded on June 21, 1991 and assigned recordation  
number 17391, and to the Indenture and Security  
Agreement between the Owner Trustee and the  
Indenture Trustee, dated as of June 20, 1991, which  
was recorded on June 21, 1991 and assigned  
recordation number 17391-A.

If you have any questions or need further  
information, please do not hesitate to contact Carl E.  
Esser, Esquire (215-851-8181) or me (215-851-8142).

Very truly yours,



J. Michael Russell

enclosures

**EXHIBIT A**

408 Rotary-Dump Aluminum Gondola Railcars  
bearing the following road numbers:

MCHX 30012  
MCHX 30013  
MCHX 30015  
MCHX 30017  
MCHX 30021  
MCHX 30023 through MCHX 30025 inclusive  
MCHX 30028  
MCHX 30046 through MCHX 30050 inclusive  
MCHX 30055  
MCHX 30118  
MCHX 30119  
MCHX 30138  
MCHX 30167  
MCHX 30181  
MCHX 30187 through MCHX 30574 inclusive

**Interstate Commerce Commission**

Washington, D.C. 20423

9/24/91

OFFICE OF THE SECRETARY

J. Michael Russell  
Reed Smith Shaw & McClay  
2500 One Liberty Place  
Philadelphia, PA. 19103-7301

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/24/91 at 10:25AM, and assigned recordation number(s). *17391-C*

Sincerely yours,

*Sidney L. Strickland, Jr.*  
Sidney L. Strickland, Jr.  
Secretary

RECORDATION NO. 17391-C FILED 1425

SEP 24 1991 - 10 22 AM

INTERSTATE COMMERCE COMMISSION

**COPY**

---

**LEASE AND INDENTURE SUPPLEMENT NO. 2**

**DATED AS OF SEPTEMBER 24, 1991**

**BY AND AMONG**

**MERIDIAN TRUST COMPANY**

**NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY  
AS TRUSTEE, AS THE LESSOR AND AS THE OWNER TRUSTEE,**

**UNION PACIFIC RAILROAD COMPANY**

**AS THE LESSEE**

**AND**

**WILMINGTON TRUST COMPANY**

**AS THE INDENTURE TRUSTEE**

---

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF MERIDIAN TRUST COMPANY, AS THE OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST COMPANY, AS THE INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF JUNE 20, 1991. 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 WILMINGTON TRUST COMPANY, AS THE INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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FILED WITH THE INTERSTATE COMMERCE COMMISSION  
PURSUANT TO 49 U.S.C. § 11303 AND  
DEPOSITED IN THE OFFICE OF THE  
REGISTRAR GENERAL OF CANADA PURSUANT TO  
SECTION 90 OF THE RAILWAY ACT OF CANADA

---

**LEVERAGED LEASE OF ROTARY-DUMP  
ALUMINUM GONDOLA RAILCARS**

LEASE AND INDENTURE SUPPLEMENT NO. 2

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 (this "Lease and Indenture Supplement"), dated as of September 24, 1991, by and among MERIDIAN TRUST COMPANY, a trust company organized under the laws of Pennsylvania, not in its individual capacity but solely as Owner Trustee under the Trust Agreement (as hereinafter defined) (the "Lessor" or the "Owner Trustee"); UNION PACIFIC RAILROAD COMPANY, a Utah corporation (the "Lessee"); and WILMINGTON TRUST COMPANY, a Delaware banking corporation, in its capacity as Indenture Trustee under the Indenture (as hereinafter defined) (the "Indenture Trustee");

W I T N E S S E T H T H A T

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement dated as of June 20, 1991 (the "Participation Agreement"); the Lessor and the Lessee have heretofore entered into a Lease Agreement dated as of June 20, 1991 (the "Lease"); and the Indenture Trustee and the Owner Trustee have heretofore entered into an Indenture and Security Agreement dated as of June 20, 1991 (the "Indenture") (capitalized terms used herein and not defined herein shall have the respective meanings assigned to them in the Lease or, if they are not defined in the Lease, in the Participation Agreement); and

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

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 the Lessor to the Lessee in accordance with the terms thereof and subjecting such Railcars to the Lien of the Indenture;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. The definition of the term "Lessor's Cost" in Section 1(a) of the Lease is hereby amended to read in its entirety as follows:

"Lessor's Cost" for each Railcar shall mean \$45,994.5403.

Section 2. The definition of the term "Lessor's Cost" in Section 1.01 of the Indenture is hereby amended to read in its entirety as follows:

"Lessor's Cost" for each Railcar shall mean \$45,994.5403.

Section 3. Section 6.01(e) of the Indenture is hereby amended to read in its entirety as follows:

(e) any claim, lien or charge (other than Permitted Encumbrances (as defined in the Lease), liens, charges and encumbrances which the Lessee is obligated to discharge under Section 10 of the Lease or liens, charges and encumbrances the discharge of which is the responsibility of Meridian Trust or the Indenture Trustee pursuant to Section 6.04(a) or 6.05(a) of the Participation Agreement) shall be asserted against or levied or imposed upon the Railcars (except any Railcars which are no longer included in the Indenture Estate), and such claim, lien or charge involves an amount greater than \$500,000 and shall not be discharged or removed (or bonded in a manner and in an amount reasonably satisfactory to the Indenture Trustee) within 30 days after a responsible officer of the Owner Participant with familiarity with the transactions contemplated by the Operative Documents has actual knowledge of such claim, lien or charge; or

Section 4. Schedule 1 of the Indenture is hereby amended to read in its entirety as set forth in Schedule 1 attached hereto.

Section 5. Exhibit A to the Indenture is hereby amended to read in its entirety as set forth in Exhibit A attached hereto.

Section 6. The first sentence of the form of Tax Certificate set forth as Exhibit B to the Indenture is hereby amended by replacing the date "June 3, 1991" therein with the date "June 20, 1991".

Section 7. The Lessor hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from

the Lessor, under the Lease as heretofore supplemented by Lease and Indenture Supplement No. 1 dated as of June 20, 1991 ("Lease and Indenture Supplement No. 1") and as hereby amended and supplemented, the Railcars listed on Schedule 2 attached hereto.

Section 8. The Lessee hereby confirms to the Lessor and the Indenture Trustee that the Lessee has accepted such Railcars for all purposes hereof and of the Lease as meeting and being in compliance in all material respects with the statement of specifications attached to the Participation Agreement as Schedule 3, and in good working order and in conformance with all provisions of the Lease.

Section 9. The Interim and Basic Rent percentages, Termination Value percentages and Stipulated Loss Value percentages set forth, respectively, on Schedules 1, 2 and 3 to the Lease shall be replaced in their entireties by the Interim and Basic Rent percentages, Termination Value percentages and Stipulated Loss Value percentages set forth, respectively, on Schedules 3, 4 and 5 hereto and as so replaced shall be applicable with respect to the Railcars leased hereunder on or before the date hereof, effective as to each Railcar as of the date such Railcar was first leased under the Lease as heretofore supplemented by Lease and Indenture Supplement No. 1 and as further amended and supplemented by this Lease and Indenture Supplement. The Early Buy-Out Price percentage set forth on Schedule 4 to the Lease shall be applicable with respect to the Railcars leased hereunder on or before the date hereof.

Section 10. The Lessee hereby confirms its agreement to pay Rent to the Lessor for each Railcar leased under the Lease and hereunder, all as provided in the Lease as amended and supplemented by this Lease and Indenture Supplement.

Section 11. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued at the second Funding and any other Notes Outstanding, the 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 2 attached hereto and (ii) the Lease and this Lease and Indenture Supplement, in each case excluding Excepted Property and Excepted Rights (as defined in the Indenture), to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever. To the extent, if any, that this Lease and Indenture Supplement 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 may be created through the transfer or possession of any counterpart other than the original counterpart that contains the receipt therefor executed by the Indenture Trustee on or immediately following the signature page thereof.

Section 12. All of the provisions of the Lease and the Indenture, as heretofore supplemented by Lease and Indenture Supplement No. 1 and as further amended and supplemented by this Lease and Indenture Supplement, are hereby ratified and confirmed and shall, as so amended and supplemented, remain in full force and effect. From and after the date hereof, all references in any document or instrument to the Lease shall mean the Lease as heretofore supplemented by Lease and Indenture Supplement No. 1 and as further amended and supplemented by this Lease and Indenture Supplement, and all references in any document or instrument to the Indenture shall mean the Indenture as heretofore supplemented by Lease and Indenture Supplement No. 1 and as further amended and supplemented by this Lease and Indenture Supplement.

Section 13. This Lease and Indenture Supplement 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.

Section 14. This Lease and Indenture Supplement shall in all respects be governed by, and construed in accordance with, the law of the State of New York (excluding the laws applicable to conflicts or choice of law), including all matters of construction, validity and performance.

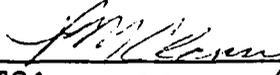
Section 15. Although this Lease and Indenture Supplement is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth below the corresponding signatures hereto, and when executed by all of the parties hereto, this Lease and Indenture Supplement shall be effective on, and shall not be binding upon any of the parties hereto until, the latest of such dates.

IN WITNESS WHEREOF, the parties hereto have caused this Lease and Indenture Supplement to be duly

executed by their respective officers thereunto duly authorized on the respective dates set forth below.

[corporate seal]

MERIDIAN TRUST COMPANY  
not in its individual  
capacity but solely as the  
Owner Trustee, as the Owner  
Trustee and the Lessor

By   
Name: PAUL M. CLANCY  
Title: ACCOUNT OFFICER

Executed on this 23 day of  
September, 1991

[corporate seal]

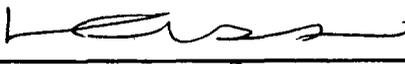
UNION PACIFIC RAILROAD COMPANY  
as the Lessee

By   
Name: John B. Larsen  
Title: Assistant Treasurer

Executed on this 24 day of  
September, 1991

[corporate seal]

WILMINGTON TRUST COMPANY  
as Indenture Trustee

By   
Name: Norma P. Cross  
Title: v.p.

Executed on this 24 day of  
September, 1991

Receipt of this original counterpart of this Lease and Indenture Supplement No. 2 is hereby acknowledged this \_\_\_\_ day of September, 1991.

WILMINGTON TRUST COMPANY  
as Indenture Trustee

By \_\_\_\_\_  
Name:  
Title:

Commonwealth of Pennsylvania )  
 ) SS  
County of Lehigh )

On this 24<sup>th</sup> day of September, 1991, before me personally appeared John B. Larsen, to me personally known, who being by me duly sworn, says that he is the Assistant Treasurer of Union Pacific Railroad 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 he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[notary seal]

Kathleen F. Owens  
notary public

My commission expires:

Notarial Seal  
Kathleen F. Owens, Notary Public  
Bethlehem, Northampton County  
My Commission Expires Oct. 19, 1992

Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania )  
 ) SS  
County of Philadelphia )

On this 3rd day of September, 1991, before me personally appeared Paul M. Clancy, to me personally known, who being by me duly sworn, says that he or she is the Account Officer of Meridian Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[notary seal]

Marion G. Wolf  
notary public

My commission expires:

NOTARIAL SEAL  
MARION Y. WOLF, NOTARY PUBLIC  
PHILADELPHIA, PHILADELPHIA COUNTY  
MY COMMISSION EXPIRES NOV. 12, 1992

Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania )  
 ) SS  
County of Philadelphia )

On this 24 day of September, 1991, before me personally appeared Norma Cross, to me personally known, who being by me duly sworn, says that he or she is the Vice President of Wilmington 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 he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[notary seal]

COPY

Marion Y. Wolf  
notary public

My commission expires:

NOTARIAL SEAL  
MARION Y. WOLF, NOTARY PUBLIC  
PHILADELPHIA, PHILADELPHIA COUNTY  
MY COMMISSION EXPIRES NOV. 12, 1992

Member, Pennsylvania Association of Notaries

SCHEDULE 1 TO  
LEASE AND INDENTURE  
SUPPLEMENT NO. 2

SCHEDULE 1  
TO INDENTURE

LOAN AMORTIZATION

(Amounts expressed as a percentage of Rolled-Up  
Principal Amount of Series A Notes)

DATE	PRINCIPAL REPAYMENT	INTEREST AMOUNT	TOTAL DEBT SERVICE	LOAN BALANCE
06/21/91	0.00000000%	0.00000000%	0.00000000%	28.41819364%
09/24/91	0.00000000%	0.00000000%	0.00000000%	96.54800558%
01/21/92	0.00000000%	3.45199442%	-3.45199442%	100.00000000%*
01/21/92	0.42678959%	0.00000000%	0.42678959%	99.57321041%
07/21/92	0.00000000%	4.42105058%	4.42105058%	99.57321041%
01/21/93	0.00000000%	4.42105058%	4.42105058%	99.57321041%
07/21/93	0.00000000%	4.42105058%	4.42105058%	99.57321041%
01/21/94	0.00000000%	4.42105058%	4.42105058%	99.57321041%
07/21/94	0.00000000%	4.42105058%	4.42105058%	99.57321041%
01/21/95	2.27075485%	4.42105058%	6.69180542%	97.30245557%
07/21/95	0.00000000%	4.32022903%	4.32022903%	97.30245557%
01/21/96	3.10580493%	4.32022903%	7.42603396%	94.19665063%
07/21/96	0.00000000%	4.18233134%	4.18233134%	94.19665063%
01/21/97	3.38160040%	4.18233134%	7.56393174%	90.81505023%
07/21/97	0.00000000%	4.03218828%	4.03218828%	90.81505023%
01/21/98	3.68188651%	4.03218828%	7.71407479%	87.13316372%
07/21/98	0.00000000%	3.86871252%	3.86871252%	87.13316372%
01/21/99	4.00883806%	3.86871252%	7.87755058%	83.12432587%
07/21/99	0.00000000%	3.69072006%	3.69072006%	83.12432587%
1/21/2000	4.36482285%	3.69072006%	8.05554291%	78.75950281%
7/21/2000	0.00000000%	3.49692198%	3.49692198%	78.75950281%
1/21/2001	4.32951817%	3.49692198%	7.82644014%	74.42998465%
7/21/2001	0.00000000%	3.30469132%	3.30469132%	74.42998465%
1/21/2002	5.52940960%	3.30469132%	8.83410091%	68.90057505%
7/21/2002	0.00000000%	3.05918553%	3.05918553%	68.90057505%
1/21/2003	6.34051587%	3.05918553%	9.39970140%	62.56005918%
7/21/2003	0.00000000%	2.77766663%	2.77766663%	62.56005918%
1/21/2004	14.56746068%	2.77766663%	17.34512731%	47.99259850%
7/21/2004	0.00000000%	2.13087137%	2.13087137%	47.99259850%
1/21/2005	5.76568409%	2.13087137%	7.89655546%	42.22691441%
7/21/2005	0.00000000%	1.87487500%	1.87487500%	42.22691441%
1/21/2006	6.20502674%	1.87487500%	8.07990174%	36.02188767%
7/21/2006	0.00000000%	1.59937181%	1.59937181%	36.02188767%
1/21/2007	9.69823424%	1.59937181%	11.29760605%	26.32365343%
7/21/2007	0.00000000%	1.16877021%	1.16877021%	26.32365343%
1/21/2008	12.57744166%	1.16877021%	13.74621178%	13.74621178%
7/21/2008	0.00000000%	0.61033180%	0.61033180%	13.74621178%
1/21/2009	13.74621178%	0.61033180%	14.35654358%	0.00000000%
TOTAL	100.00000000%	110.21203165%	203.30804280%	0.00000000%

\* Balance immediately after conversion of accrued interest  
to principal and before payment of debt service on 1/21/1992.

SCHEDULE 2 TO  
LEASE AND INDENTURE  
SUPPLEMENT NO. 2

SCHEDULE OF RAILCARS TO BE DELIVERED

Rotary Dump Aluminum Gondola Railcars

Quantity of Units: 408  
Lessor's Cost Per Unit: \$45,929.48  
Aggregate Lessor's Cost: \$18,739,227.84

Road Numbers:

MCHX 30012  
MCHX 30013  
MCHX 30015  
MCHX 30017  
MCHX 30021  
MCHX 30023 through MCHX 30025 inclusive  
MCHX 30028  
MCHX 30046 through MCHX 30050 inclusive  
MCHX 30055  
MCHX 30118  
MCHX 30119  
MCHX 30138  
MCHX 30167  
MCHX 30181  
MCHX 30187 through MCHX 30574 inclusive

SCHEDULE 3 TO  
LEASE AND INDENTURE  
SUPPLEMENT NO. 2

INTERIM AND BASIC RENT

Rotary Dump Aluminum Gondola Railcars

(Amounts expressed as a percentage of Lessor's Cost)

<u>DATE</u>	<u>RENT IN ADVANCE</u>	<u>RENT IN ARREARS</u>
01/21/92	0.00000000%	0.32022360%
07/21/92	0.00000000%	3.31714921%
01/21/93	0.00000000%	5.49616481%
07/21/93	0.00000000%	3.31714921%
01/21/94	0.00000000%	5.49616481%
07/21/94	0.00000000%	3.79239949%
01/21/95	0.00000000%	5.02091453%
07/21/95	0.00000000%	3.24150201%
01/21/96	0.00000000%	5.57181201%
07/21/96	0.00000000%	3.13803627%
01/21/97	0.00000000%	5.67527779%
07/21/97	0.00000000%	3.02538275%
01/21/98	0.00000000%	5.78793131%
07/21/98	0.00000000%	2.90272558%
01/21/99	0.00000000%	5.91058848%
07/21/99	0.00000000%	2.76917646%
01/21/2000	0.00000000%	6.04413756%
07/21/2000	0.00000000%	2.62376820%
01/21/2001	0.00000000%	6.18954582%
07/21/2001	0.00000000%	3.20640938%
01/21/2002	0.00000000%	7.56541884%
07/21/2002	0.00000000%	3.12148886%
01/21/2003	0.00000000%	7.65033936%
07/21/2003	0.00000000%	3.74411993%
01/21/2004	7.57618938%	7.02770829%
07/21/2004	3.19563887%	0.00000000%
01/21/2005	7.83951364%	0.00000000%
07/21/2005	2.93231461%	0.00000000%
01/21/2006	7.96564933%	0.00000000%
07/21/2006	2.80617892%	0.00000000%
01/21/2007	9.89489071%	0.00000000%
07/21/2007	0.87693754%	0.00000000%
01/21/2008	10.31389148%	0.00000000%
07/21/2008	0.45793677%	0.00000000%
01/21/2009	10.77182822%	0.00000000%
07/21/2009	0.00000000%	0.00000000%
01/21/2010	0.00000000%	0.00000000%

SCHEDULE 4 TO  
LEASE AND INDENTURE  
SUPPLEMENT NO. 2

TERMINATION VALUE

Rotary Dump Aluminum Gondola Railcars

(Amounts expressed as a percentage of Lessor's Cost)

<u>DATE</u>	<u>TERMINATION VALUE</u>
01/21/99	108.55018744%
02/21/99	103.10112822%
03/21/99	103.56265775%
04/21/99	104.02418704%
05/21/99	104.48571630%
06/21/99	104.94724582%
07/21/99	105.40877527%
08/21/99	103.10112815%
09/21/99	103.56265767%
10/21/99	104.02418708%
11/21/99	104.48571653%
12/21/99	104.94724582%
01/21/2000	105.41003130%
02/21/2000	99.80445603%
03/21/2000	100.24303058%
04/21/2000	100.68255610%
05/21/2000	101.12467863%
06/21/2000	101.56684642%
07/21/2000	102.01163585%
08/21/2000	99.83272722%
09/21/2000	100.27765742%
10/21/2000	100.72523508%
11/21/2000	101.17290908%
12/21/2000	101.62067988%
01/21/2001	102.07112484%
02/21/2001	96.30287768%
03/21/2001	96.72425162%
04/21/2001	97.14684643%
05/21/2001	97.57549337%
06/21/2001	98.00428400%
07/21/2001	98.43918465%
08/21/2001	95.65589650%
09/21/2001	96.07911017%
10/21/2001	96.50838142%
11/21/2001	96.93780252%
12/21/2001	97.36737457%
01/21/2002	97.80306401%
02/21/2002	90.62739597%
03/21/2002	91.01721407%
04/21/2002	91.40975102%

<u>DATE</u>	<u>TERMINATION VALUE</u>
05/21/2002	91.80916088%
06/21/2002	92.20872819%
07/21/2002	92.61523402%
08/21/2002	89.88685665%
09/21/2002	90.28006669%
10/21/2002	90.68015599%
11/21/2002	91.08040917%
12/21/2002	91.48082747%
01/21/2003	91.88819283%
02/21/2003	84.60039405%
03/21/2003	84.96307675%
04/21/2003	85.32891579%
05/21/2003	85.70394283%
06/21/2003	86.07922900%
07/21/2003	86.46379132%
08/21/2003	83.07721803%
09/21/2003	83.43486002%
10/21/2003	83.80161353%
11/21/2003	84.16854827%
12/21/2003	84.53566614%
01/21/2004	84.91198415%
02/21/2004	70.57758807%
03/21/2004	70.84711775%
04/21/2004	71.12068311%
05/21/2004	71.40741835%
06/21/2004	71.69434311%
07/21/2004	71.99456324%
08/21/2004	69.07313695%
09/21/2004	69.34742255%
10/21/2004	69.63488468%
11/21/2004	69.92254310%
12/21/2004	70.21039983%
01/21/2005	70.51155993%
02/21/2005	62.90995687%
03/21/2005	63.14789966%
04/21/2005	63.39169915%
05/21/2005	63.64810470%
06/21/2005	63.90471569%
07/21/2005	64.17405257%
08/21/2005	61.48625348%

<u>DATE</u>	<u>TERMINATION VALUE</u>
09/21/2005	61.73086293%
10/21/2005	61.98808651%
11/21/2005	62.24552266%
12/21/2005	62.50317377%
01/21/2006	62.77356068%
02/21/2006	55.01280928%
03/21/2006	55.21775288%
04/21/2006	55.42830683%
05/21/2006	55.65213937%
06/21/2006	55.87619500%
07/21/2006	56.11365540%
08/21/2006	53.51881131%
09/21/2006	53.73025229%
10/21/2006	53.95498009%
11/21/2006	54.17993920%
12/21/2006	54.40513159%
01/21/2007	54.64373965%
02/21/2007	44.91059279%
03/21/2007	45.07248240%
04/21/2007	45.24037688%
05/21/2007	45.42267167%
06/21/2007	45.60530439%
07/21/2007	45.80247497%
08/21/2007	45.12318486%
09/21/2007	45.32131363%
10/21/2007	45.53412498%
11/21/2007	45.74755965%
12/21/2007	45.96162335%
01/21/2008	46.00000000%
02/21/2008	36.03646236%
03/21/2008	36.19707821%
04/21/2008	36.36479180%
05/21/2008	36.54888518%
06/21/2008	36.73398579%
07/21/2008	36.93562881%
08/21/2008	36.68050651%
09/21/2008	36.88450339%
10/21/2008	37.10521904%
11/21/2008	37.32728430%
12/21/2008	37.55071252%

<u>DATE</u>	<u>TERMINATION VALUE</u>
01/21/2009	37.79104040%
02/21/2009	27.18475092%
03/21/2009	27.35183692%
04/21/2009	27.52738490%
05/21/2009	27.72156288%
06/21/2009	27.91755605%
07/21/2009	28.13237035%
08/21/2009	28.34919268%
09/21/2009	28.56804146%
10/21/2009	28.80592534%
11/21/2009	29.04603312%
12/21/2009	29.28838506%
01/21/2010	30.00000000%

SCHEDULE 5 TO  
LEASE AND INDENTURE  
SUPPLEMENT NO. 2

STIPULATED LOSS VALUE\*

Rotary Dump Aluminum Gondola Railcars

(Amounts expressed as a percentage of Lessor's Cost)

<u>DATE</u>	<u>STIPULATED LOSS VALUE</u>
08/21/91	103.62134399%
09/21/91	103.89533557%
10/21/91	104.82625494%
11/21/91	105.81621588%
12/21/91	106.79269983%
01/21/92	107.76075564%
02/21/92	108.41904590%
03/21/92	109.40153855%
04/21/92	110.37796820%
05/21/92	111.32699301%
06/21/92	112.27972102%
07/21/92	113.20482262%
08/21/92	110.81625481%
09/21/92	111.74834816%
10/21/92	112.65262226%
11/21/92	113.56018132%
12/21/92	114.47105589%
01/21/93	115.35391304%
02/21/93	110.70777112%
03/21/93	111.56057189%
04/21/93	112.40223678%
05/21/93	113.22494403%
06/21/93	114.05017399%
07/21/93	114.85629224%
08/21/93	112.34762882%
09/21/93	113.15850400%
10/21/93	113.95013369%
11/21/93	114.74399532%
12/21/93	115.54010985%
01/21/94	116.31684060%
02/21/94	111.56358071%
03/21/94	112.30826222%
04/21/94	113.04511126%
05/21/94	113.76841008%
06/21/94	114.49330209%
07/21/94	115.20453202%
08/21/94	112.11700908%
09/21/94	112.82330653%
10/21/94	113.51576830%
11/21/94	114.20953487%

<u>DATE</u>	<u>STIPULATED LOSS VALUE</u>
12/21/94	114.90461870%
01/21/95	115.58576170%
02/21/95	111.23458167%
03/21/95	111.90552663%
04/21/95	112.57090632%
05/21/95	113.22673388%
06/21/95	113.88364194%
07/21/95	114.53091827%
08/21/95	111.93769359%
09/21/95	112.58697987%
10/21/95	113.22656388%
11/21/95	113.86707642%
12/21/95	114.50852620%
01/21/96	115.14019978%
02/21/96	110.18367183%
03/21/96	110.79981850%
04/21/96	111.41207056%
05/21/96	112.01484187%
06/21/96	112.61835895%
07/21/96	113.21231379%
08/21/96	110.66889551%
09/21/96	111.26418302%
10/21/96	111.84983129%
11/21/96	112.43606510%
12/21/96	113.02289006%
01/21/97	113.59999663%
02/21/97	108.48355549%
03/21/97	109.04290260%
04/21/97	109.59818071%
05/21/97	110.14397952%
06/21/97	110.69016699%
07/21/97	111.22679023%
08/21/97	108.73833367%
09/21/97	109.27556537%
10/21/97	109.80314931%
11/21/97	110.33095158%
12/21/97	110.85897417%
01/21/98	111.37726287%
02/21/98	106.08730881%
03/21/98	106.58541859%

<u>DATE</u>	<u>STIPULATED LOSS VALUE</u>
04/21/98	107.07923732%
05/21/98	107.56921097%
06/21/98	108.05924275%
07/21/98	108.54539357%
08/21/98	106.12884123%
09/21/98	106.61503655%
10/21/98	107.09882433%
11/21/98	107.58261173%
12/21/98	108.06640004%
01/21/99	108.55018744%
02/21/99	103.10112822%
03/21/99	103.56265775%
04/21/99	104.02418704%
05/21/99	104.48571630%
06/21/99	104.94724582%
07/21/99	105.40877527%
08/21/99	103.10112815%
09/21/99	103.56265767%
10/21/99	104.02418708%
11/21/99	104.48571653%
12/21/99	104.94724582%
01/21/2000	105.41003130%
02/21/2000	99.80445603%
03/21/2000	100.24303058%
04/21/2000	100.68255610%
05/21/2000	101.12467863%
06/21/2000	101.56684642%
07/21/2000	102.01163585%
08/21/2000	99.83272722%
09/21/2000	100.27765742%
10/21/2000	100.72523508%
11/21/2000	101.17290908%
12/21/2000	101.62067988%
01/21/2001	102.07112484%
02/21/2001	96.30287768%
03/21/2001	96.72425162%
04/21/2001	97.14684643%
05/21/2001	97.57549337%
06/21/2001	98.00428400%
07/21/2001	98.43918465%

<u>DATE</u>	<u>STIPULATED LOSS VALUE</u>
08/21/2001	95.65589650%
09/21/2001	96.07911017%
10/21/2001	96.50838142%
11/21/2001	96.93780252%
12/21/2001	97.36737457%
01/21/2002	97.80306401%
02/21/2002	90.62739597%
03/21/2002	91.01721407%
04/21/2002	91.40975102%
05/21/2002	91.80916088%
06/21/2002	92.20872819%
07/21/2002	92.61523402%
08/21/2002	89.88685665%
09/21/2002	90.28006669%
10/21/2002	90.68015599%
11/21/2002	91.08040917%
12/21/2002	91.48082747%
01/21/2003	91.88819283%
02/21/2003	84.60039405%
03/21/2003	84.96307675%
04/21/2003	85.32891579%
05/21/2003	85.70394283%
06/21/2003	86.07922900%
07/21/2003	86.46379132%
08/21/2003	83.07721803%
09/21/2003	83.43486002%
10/21/2003	83.80161353%
11/21/2003	84.16854827%
12/21/2003	84.53566614%
01/21/2004	84.91198415%
02/21/2004	70.57758807%
03/21/2004	70.84711775%
04/21/2004	71.12068311%
05/21/2004	71.40741835%
06/21/2004	71.69434311%
07/21/2004	71.99456324%
08/21/2004	69.07313695%
09/21/2004	69.34742255%
10/21/2004	69.63488468%
11/21/2004	69.92254310%

<u>DATE</u>	<u>STIPULATED LOSS VALUE</u>
12/21/2004	70.21039983%
01/21/2005	70.51155993%
02/21/2005	62.90995687%
03/21/2005	63.14789966%
04/21/2005	63.39169915%
05/21/2005	63.64810470%
06/21/2005	63.90471569%
07/21/2005	64.17405257%
08/21/2005	61.48625348%
09/21/2005	61.73086293%
10/21/2005	61.98808651%
11/21/2005	62.24552266%
12/21/2005	62.50317377%
01/21/2006	62.77356068%
02/21/2006	55.01280928%
03/21/2006	55.21775288%
04/21/2006	55.42830683%
05/21/2006	55.65213937%
06/21/2006	55.87619500%
07/21/2006	56.11365540%
08/21/2006	53.51881131%
09/21/2006	53.73025229%
10/21/2006	53.95498009%
11/21/2006	54.17993920%
12/21/2006	54.40513159%
01/21/2007	54.64373965%
02/21/2007	44.91059279%
03/21/2007	45.07248240%
04/21/2007	45.24037688%
05/21/2007	45.42267167%
06/21/2007	45.60530439%
07/21/2007	45.80247497%
08/21/2007	45.12318486%
09/21/2007	45.32131363%
10/21/2007	45.53412498%
11/21/2007	45.74755965%
12/21/2007	45.96162335%
01/21/2008	46.00000000%
02/21/2008	36.03646236%
03/21/2008	36.19707821%

<u>DATE</u>	<u>STIPULATED LOSS VALUE</u>
04/21/2008	36.36479180%
05/21/2008	36.54888518%
06/21/2008	36.73398579%
07/21/2008	36.93562881%
08/21/2008	36.68050651%
09/21/2008	36.88450339%
10/21/2008	37.10521904%
11/21/2008	37.32728430%
12/21/2008	37.55071252%
01/21/2009	37.79104040%
02/21/2009	27.18475092%
03/21/2009	27.35183692%
04/21/2009	27.52738490%
05/21/2009	27.72156288%
06/21/2009	27.91755605%
07/21/2009	28.13237035%
08/21/2009	28.34919268%
09/21/2009	28.56804146%
10/21/2009	28.80592534%
11/21/2009	29.04603312%
12/21/2009	29.28838506%
01/21/2010	30.00000000%

\* NOTE: If the event giving rise to an obligation to pay any Stipulated Loss Value occurs and the actual date of the loss of tax benefits resulting from such event shall be earlier or later than the date assumed in calculating the federal income tax consequences reflected in the applicable Stipulated Loss Value, such Stipulated Loss Value shall be appropriately adjusted upwards or downwards to reflect the actual timing of the loss of such tax benefits, but otherwise based on the same original assumptions, and such adjustment shall be subject to verification in a manner comparable to that set forth in Section 3(g) of the Lease.

EXHIBIT A TO  
LEASE AND INDENTURE  
SUPPLEMENT NO. 2

EXHIBIT A  
TO INDENTURE

[FORM OF SERIES A 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.

MERIDIAN TRUST COMPANY, AS OWNER TRUSTEE

Series A Note Due 2009

Philadelphia, Pennsylvania  
[Date]

\$ \_\_\_\_\_

No. \_\_\_\_\_

Meridian Trust Company, a trust company organized  
under the laws of Pennsylvania, not in its individual  
capacity but solely as Owner Trustee (herein called the  
"Owner Trustee") under the Trust Agreement dated as of  
June 20, 1991 by and between the Owner Trustee and the  
Owner Participant named therein, for value received,  
hereby promises to pay to \_\_\_\_\_  
or  
registered assigns, on the dates and in the amounts  
calculated as set forth herein and based upon Schedule 1  
hereto, the aggregate principal sum of \_\_\_\_\_  
(which amount  
includes the portion of Interim Interest (as hereinafter  
defined) which shall have been converted into principal as  
provided below) (the "Rolled-Up Principal Amount"),  
provided, however, that prior to such conversion of  
Interim Interest into principal, the principal sum of this  
Series A Note shall instead of the foregoing be \_\_\_\_\_,  
and to pay  
interest on the unpaid principal amount hereof, as  
provided in the Indenture hereinafter mentioned, to the  
registered holder hereof (i) at the rate of 8.88% per  
annum (computed on the basis of a year of 360 days having  
12 months of 30 days each, except for Interim Interest,  
but periods of less than one month will be on the basis of  
the actual number of days in such period), payable  
semi-annually (subject to the next succeeding paragraph  
and the proviso to this sentence) on the 21st day of

January and July of each year, with the first interest payment being payable on January 21, 1992, until payment of the principal hereof becomes due, whether at the stated maturity or by declaration or otherwise, and (ii) at the rate of 10.88% per annum (the "Overdue Rate") on any overdue principal, overdue Premium, if any, and (to the extent legally enforceable) on any overdue installment of interest until payment thereof shall have been made in full, provided, however, that for the period from June 21, 1991 or September 24, 1991 (as to the respective portions of principal indicated on the first and second rows, respectively, of Schedule 1 hereto) to January 21, 1992, interest shall be computed on the basis of a year of 365 or 366 days and actual days elapsed (the "Interim Interest"). The amounts to be paid on the respective payment dates shall be calculated by multiplying the Rolled-Up Principal Amount by the percentages shown opposite the applicable dates on Schedule 1 hereto. The principal of, and Premium, if any, and interest on, this Note are payable at the principal corporate trust office of the Indenture Trustee or its successor as Indenture Trustee under the Indenture. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Note is one of a duly authorized issue of Notes of the Owner Trustee (herein called the "Notes") designated as Series A Notes due 2009, issued and to be issued under and equally and ratably secured by an Indenture and Security Agreement dated as of June 20, 1991, as amended, modified or supplemented from time to time in accordance with the provisions thereof (herein called the "Indenture"), between the Owner Trustee and Wilmington Trust Company as Indenture Trustee (herein called the "Indenture Trustee," which term includes any successor Indenture Trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the nature and extent of the security for the Notes, the rights of the Holders of the Notes and of the Indenture Trustee with respect to such security, and the terms and conditions upon which the Notes are issued and secured. Terms used herein which are not defined herein have the respective meanings set forth in the Indenture.

The Series A Notes shall be subject to redemption in whole or in part in the events and on the terms specified in the Indenture, by payment of an amount equal to that portion of the principal amount of the Series A Notes to be redeemed on each such date together with Premium, if any, and all accrued and unpaid interest thereon to the Redemption Date. The Indenture also provides for the

purchase of the Notes from the Holders thereof by the Owner Trustee in certain events. By acceptance of this Note, the Holder hereof agrees that he, she or it will make this Note available for purchase in such events as provided in the Indenture. The Notes may not be prepaid by the Owner Trustee except upon the terms and subject to the conditions set forth in the Indenture.

If an Event of Indenture Default shall occur and be continuing, the principal of all the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The principal of, and Premium, if any, and interest on this Note are payable only out of and to the extent that there are sufficient proceeds from the Indenture Estate. By his, her or its acceptance of this Note, the Holder hereof expressly agrees to the provisions of Section 12.01 of the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof with the consent of the Holders of 66-2/3% in aggregate principal amount of the Notes Outstanding. The Indenture also contains provisions permitting the Holders of 66-2/3% in aggregate principal amount of the Notes Outstanding, on behalf of the Holders of all the Notes, to waive compliance with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

As provided in the Indenture and subject to certain limitations therein set forth, this Note is transferable only on the Note Register, upon surrender of this Note for transfer at the principal corporate trust office of the Indenture Trustee, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Indenture Trustee duly executed by, the registered Holder hereof or his, her or its attorney duly authorized in writing, and thereupon one or more new Notes of the same series of authorized principal amounts and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Transfer of this Note is subject to certain conditions set forth in Section 10.03 of the Participation Agreement.

As provided in the Indenture and subject to certain limitations therein set forth, this Note is exchangeable for a like aggregate principal amount of Notes of the same series of different authorized principal amounts, as requested by the Holder hereof. No service charge will be made to the Holders for any such transfer or exchange, but the Indenture Trustee shall require payment of a sum equal to any tax or other governmental charge that may be imposed in relation thereto (which amount shall be payable by the transferring Holder).

The Owner Trustee, the Indenture Trustee and any agent of the Owner Trustee or the Indenture Trustee may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whether or not this Note shall be overdue, and none of the Owner Trustee, the Indenture Trustee nor such agent shall be affected by notice to the contrary.

Presentment, protest and notice of non-payment and protest are hereby waived by the Owner Trustee to the extent permitted by Applicable Law.

Under certain limited circumstances, the obligations of the Owner Trustee hereunder and under the Indenture may be assumed by the Lessee, and shall thereupon become direct, full recourse obligations of the Lessee.

Unless the certificate of authentication hereof has been executed by the Indenture Trustee, by manual signature of its Authorized Person, this Note shall not be secured by or entitled to any benefit under the Indenture and shall not be valid or obligatory for any purpose whatsoever.

This Note shall in all respects be governed by, and construed in accordance with, the law of the State of New York (excluding the laws applicable to conflicts or choice of law), including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Owner Trustee has caused this Note to be duly executed.

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

By \_\_\_\_\_  
Name:  
Title:

[FORM OF CERTIFICATE OF AUTHENTICATION]

This is one of the Notes, of the series designated herein, referred to in the within-mentioned Indenture.

WILMINGTON TRUST COMPANY  
as Indenture Trustee

By \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1 TO  
SERIES A NOTE

LOAN AMORTIZATION

(Amounts expressed as a percentage of Rolled-Up  
Principal Amount of Series A Notes)

DATE	PRINCIPAL REPAYMENT	INTEREST AMOUNT	TOTAL DEBT SERVICE	LOAN BALANCE
06/21/91	0.00000000%	0.00000000%	0.00000000%	28.41819364%
09/24/91	0.00000000%	0.00000000%	0.00000000%	96.54800558%
01/21/92	0.00000000%	3.45199442%	-3.45199442%	100.00000000%*
01/21/92	0.42678959%	0.00000000%	0.42678959%	99.57321041%
07/21/92	0.00000000%	4.42105058%	4.42105058%	99.57321041%
01/21/93	0.00000000%	4.42105058%	4.42105058%	99.57321041%
07/21/93	0.00000000%	4.42105058%	4.42105058%	99.57321041%
01/21/94	0.00000000%	4.42105058%	4.42105058%	99.57321041%
07/21/94	0.00000000%	4.42105058%	4.42105058%	99.57321041%
01/21/95	2.27075485%	4.42105058%	6.69180542%	97.30245557%
07/21/95	0.00000000%	4.32022903%	4.32022903%	97.30245557%
01/21/96	3.10580493%	4.32022903%	7.42603396%	94.19665063%
07/21/96	0.00000000%	4.18233134%	4.18233134%	94.19665063%
01/21/97	3.38160040%	4.18233134%	7.56393174%	90.81505023%
07/21/97	0.00000000%	4.03218828%	4.03218828%	90.81505023%
01/21/98	3.68188651%	4.03218828%	7.71407479%	87.13316372%
07/21/98	0.00000000%	3.86871252%	3.86871252%	87.13316372%
01/21/99	4.00883806%	3.86871252%	7.87755058%	83.12432567%
07/21/99	0.00000000%	3.69072006%	3.69072006%	83.12432567%
1/21/2000	4.36482285%	3.69072006%	8.0554291%	78.75950281%
7/21/2000	0.00000000%	3.49692198%	3.49692198%	78.75950281%
1/21/2001	4.32951817%	3.49692198%	7.82644014%	74.42998465%
7/21/2001	0.00000000%	3.30469132%	3.30469132%	74.42998465%
1/21/2002	5.52940960%	3.30469132%	8.83410091%	68.90057505%
7/21/2002	0.00000000%	3.05918553%	3.05918553%	68.90057505%
1/21/2003	6.34051587%	3.05918553%	9.39970140%	62.56005918%
7/21/2003	0.00000000%	2.77766663%	2.77766663%	62.56005918%
1/21/2004	14.56746068%	2.77766663%	17.34512731%	47.99259850%
7/21/2004	0.00000000%	2.13087137%	2.13087137%	47.99259850%
1/21/2005	5.76568409%	2.13087137%	7.89655546%	42.22691441%
7/21/2005	0.00000000%	1.87487500%	1.87487500%	42.22691441%
1/21/2006	6.20502674%	1.87487500%	8.07990174%	36.02188767%
7/21/2006	0.00000000%	1.59937181%	1.59937181%	36.02188767%
1/21/2007	9.69823424%	1.59937181%	11.29760605%	26.32365343%
7/21/2007	0.00000000%	1.16877021%	1.16877021%	26.32365343%
1/21/2008	12.57744166%	1.16877021%	13.74621187%	13.74621178%
7/21/2008	0.00000000%	0.61033180%	0.61033180%	13.74621178%
1/21/2009	13.74621178%	0.61033180%	14.35654358%	0.00000000%
TOTAL	100.00000000%	110.21203165%	203.30804280%	0.00000000%

\* Balance immediately after conversion of accrued interest to principal and before payment of debt service on 1/21/1992.