17411 B
RECORDATION NO. FILED 1423
JUL 3 1991 -11 30 AM
INTERSTATE COMMERCE COMMISSION

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17411 A
RECORDATION NO. FILED 1423
JUL 3 1991 -11 30 AM
INTERSTATE COMMERCE COMMISSION

DONELAN, CLEARY, WOOD & MASER, P. C.
ATTORNEYS AND COUNSELORS AT LAW
SUITE 850
1275 K STREET, N. W.
WASHINGTON, D. C. 20005-4006
TELEPHONE: (202) 371-9500
TELECOPIER: (202) 371-0900

17411 C
RECORDATION NO. FILED 1423
JUL 3 1991 -11 30 AM
INTERSTATE COMMERCE COMMISSION

1-184A014

July 3, 1991

17411
RECORDATION NO. FILED 1423
JUL 3 1991 -11 30 AM
INTERSTATE COMMERCE COMMISSION

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary Strickland:

Enclosed for recordation, under the provision of 49 U.S.C. §11303(a) and the regulations thereunder, are three executed counterparts each of (i) Equipment Leasing Agreement ("Lease") between Cargill, Incorporated, a Delaware corporation ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor"), a primary document, dated as of June 1, 1991; (ii) Lease Supplement No. 1 between Lessee and Lessor, relating to the aforesaid Lease, a secondary document, dated July 3, 1991; (iii) Lease Supplement No. 2 between Lessee and Lessor, relating to the aforesaid Lease, a secondary document, dated July 3, 1991; and (iv) Security Agreement between Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, ("Secured Party"), and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, ("Debtor"), a primary document, dated as of June 1, 1991.

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

(i) Equipment Leasing Agreement and Lease Supplement Nos. 1 and 2

LESSEE: Cargill Incorporated
15407 McGinty Road West
Minnetonka, Minnesota 55391

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

(ii) Security Agreement

SECURED PARTY: Massachusetts Mutual Life Insurance Company
1295 State Street
Springfield, Massachusetts 01111

DEBTOR: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

A general description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

The undersigned is the attorney-in-fact of Cargill, Incorporated, Wilmington Trust Company and Massachusetts Mutual Life Insurance Company mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005, or to the bearer hereof.

Also enclosed is a remittance in the amount of $60.00 for the required recording fees.

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

(1) Equipment Leasing Agreement, dated as of June 1, 1991, between Cargill, Incorporated ("Lessee") and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor") relating to 367 rail tank cars, including (1) those 192 17,574 Gal. General Service Corn Syrup Tank Cars listed in the accompanying Lease Supplement No. 1, dated July 3, 1991, bearing Lessee's Identification Nos. CRGX5577-CRGX5634, CRGX5636-CRGX5666, CRGX5668-5670, CRGX5672, CRGX5674-CRGX5676, CRGX5678, CRGX5723, CRGX5725, CRGX5727-CRGX5729 and CRGX5737-CRGX5826; and (2) those 80 25,500 Gal. General Service Vegetable Oil Tank Cars, listed in the accompanying Lease Supplement No. 2, dated July 3, 1991, bearing Lessee's Identification Nos. CRGX7240-CRGX7319.

(2) Lease Supplement No. 1, dated July 3, 1991, between Lessee and Lessor, relating to 192 17,574 Gal. General Service Corn Syrup Tank Cars, bearing Lessee's Identification Nos. CRGX5577-CRGX5634, CRGX5636-CRGX5666, CRGX5668-5670, CRGX5672, CRGX5674-CRGX5676, CRGX5678, CRGX5723, CRGX5725, CRGX5727-CRGX5729 and CRGX5737-CRGX5826.

(3) Lease Supplement No. 2, dated July 3, 1991, between Lessee and Lessor, relating to 80 25,500 Gal. General Service Vegetable Oil Tank Cars, bearing Lessee's Identification Nos. CRGX7240-CRGX7319.

(4) Security Agreement, dated as of June 1, 1991, ("Security Agreement") between Massachusetts Mutual Life Insurance Company ("Secured Party") and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Debtor"), relating to 367 rail tank cars, including (1) those 192 17,574 Gal. General Service Corn Syrup Tank Cars bearing Lessee's Identification Nos. CRGX5577-CRGX5634, CRGX5636-CRGX5666, CRGX5668-5670, CRGX5672, CRGX5674-CRGX5676, CRGX5678, CRGX5723, CRGX5725, CRGX5727-CRGX5729 and

CRGX5737-CRGX5826; and (2) those 80 25,500 Gal. General Service Vegetable Oil Tank Cars bearing Lessee's Identification Nos. CRGX7240-CRGX7319, as listed in Exhibit A to the Security Agreement.

Very truly yours,

CARGILL, INCORPORATED
WILMINGTON TRUST COMPANY
MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

By: John K. Maser

John K. Maser III
Attorney-in-Fact

Attachments

RECORDATION NO. 17411-B
FILED AND
JUL 3 1991 -11 30 AM
INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 2

This Lease Supplement is executed pursuant to, and incorporates by reference of the terms, conditions and provisions of, the Equipment Leasing Agreement dated as of June 1, 1991 between the undersigned Lessor and Lessee (herein, as amended and supplemented from time to time, called the "Lease"). Lessee hereby (a) acknowledges and certifies that (i) each Unit of Equipment described below or on any Schedule attached hereto has been selected by, delivered to, and inspected by, Lessee, and is domiciled at the location set forth below, (ii) Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each such Item, and (iii) that as between Lessor and Lessee, each such Item is of a size, design, capacity and manufacture acceptable to and suitable for Lessee's purposes, and is in good working order, repair and condition; (b) unconditionally and irrevocably accepts each such Unit for lease under the Lease on the date hereof; and (c) represents and warrants that such Unit is free and clear of all Liens, other than Liens permitted by Section 15 of the Lease. Lessor and Lessee hereby agree that each Unit of Equipment described below or on any Schedule attached hereto is hereby leased from Lessor to Lessee under and subject to all of the terms, conditions and provisions of the Lease; that the Term of each such Item commences on the date hereof and that such date is the Acceptance Date thereof; and that the Acquisition Cost, Interim Term, Basic Term Commencement Date, Basic Term, Interim Rent and Basic Rent for all Units of Equipment covered by this Lease Supplement is as set forth below. Lessee hereby agrees to pay the Rent for all Items of Equipment covered by this Lease Supplement in the amounts and at the times specified below, reaffirms its acknowledgments and agreements in Section 8 of the Lease and certifies that its representations and warranties set forth in Section 21 of the Lease and in any related certificate delivered to Lessor are true and correct on the date hereof. All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Lease. This Lease Supplement may be executed in any number of counterparts, each of which is an original, but all of which together shall constitute but one and the same instrument.

1. Description of Unit(s) of Equipment (include builder, model, serial number and quantity):

   80 25,500 gal. General Service Vegetable Oil Tank Cars, Trinity Industries, CRGX7240-CRGX7319

2. Domicile: Memphis, Tennessee

3. Acquisition Cost: $4,115,464.00

4. Interim Term: commencing on date hereof and ending on September 30, 1991.

5. Basic Term Commencement Date: October 1, 1991

6. Basic Term: Twelve (12) months, commencing on Basic Term Commencement Date and ending on September 30, 1992.

7. Interim Rent for Interim Term: $97,649.26 (plus applicable sales/use tax) and payable on October 1, 1991.

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cargill

8. Basic Rent payable during Basic Term: $37,489.28 (plus applicable sales/use tax) payable on each Rent Payment Date in arrears during Basic Term, commencing on October 1, 1991.

9. Finance Charges: For purposes of calculation of any state or local sales or use tax which may be imposed upon the leasing of the Units of Equipment covered by this Lease Supplement, the portion of each payment of Rent constituting a finance charge is shown on the attached Schedule A.

Dated: July 3, 1991

COUNTERPART NO._____ OF NINE SERIALLY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

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

By_____
Title:_____

CARGILL, INCORPORATED

By_____
Title:_____

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8. Basic Rent payable during Basic Term: $37,489.28 (plus applicable sales/use tax) payable on each Rent Payment Date in arrears during Basic Term, commencing on October 1, 1991.

9. Finance Charges: For purposes of calculation of any state or local sales or use tax which may be imposed upon the leasing of the Units of Equipment covered by this Lease Supplement, the portion of each payment of Rent constituting a finance charge is shown on the attached Schedule A.

Dated: July 3, 1991

COUNTERPART NO._____ OF NINE SERIALLY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

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

By_____
Title:_____

CARGILL, INCORPORATED

By E. S. Micek
Title: Ernest S. Micek, President
Domestic Corn Milling Div.

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cargill

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 1st day of July, 1991, personally appeared before me, the Subscriber, a Notary Public for the State of Delaware, Emmett R. Harmon, who is a Vice President of Wilmington Trust Company, a Delaware banking corporation, known to me personally to be such, and acknowledge this Lease Supplement No. 2 to be his act and deed and the act and deed of said Corporation.

Given under my Hand and Seal of Office, the day and year aforesaid.

Sonja F. Allen
Notary Public

SONJA F. ALLEN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 30, 1992

State of Minnesota)
) ss.
County of Hennepin)

On this 2nd day of July, 1991, before me personally appeared Ernest S. Micek, to me personally known, who being by me duly sworn, did say that he is President, Domestic Corn Milling Div of Cargill, Incorporated that the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Director, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Allison G. Gunlock
Notary Public

My commission expires:

ALLISON G. GUNLOCK
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Comm. Expires Jan. 29, 1996

Schedule A to Lease Supplement No. 2

Date	Number			Finance Charge		
7/ 2/1991	0	4189169.15	.00	.00	.00	4189169.15
8/ 1/1991	1	.00	.00	96937.37	96937.37	4189169.15
1/ 1/1991	2	.00	4813.76	32675.52	37489.28	4184355.39
2/ 1/1991	3	.00	4851.31	32637.97	37489.28	4179504.08
1/ 1/1992	4	.00	4889.15	32600.13	37489.28	4174614.93
2/ 1/1992	5	.00	4927.28	32562.00	37489.28	4169687.65
3/ 1/1992	6	.00	4965.72	32523.56	37489.28	4164721.93
4/ 1/1992	7	.00	5004.45	32484.83	37489.28	4159717.48
5/ 1/1992	8	.00	5043.48	32445.80	37489.28	4154674.00
6/ 1/1992	9	.00	5082.82	32406.46	37489.28	4149591.18
7/ 1/1992	10	.00	5122.47	32366.81	37489.28	4144468.71
8/ 1/1992	11	.00	5162.42	32326.86	37489.28	4139306.29
9/ 1/1992	12	.00	5202.69	32286.59	37489.28	4134103.60
0/ 1/1992	13	.00	5243.27	32246.01	37489.28	4128860.33
1/ 1/1992	14	.00	5284.17	32205.11	37489.28	4123576.16
2/ 1/1992	15	.00	5325.39	32163.89	37489.28	4118250.77
1/ 1/1993	16	.00	5366.92	32122.36	37489.28	4112883.85
2/ 1/1993	17	.00	5408.79	32080.49	37489.28	4107475.06
3/ 1/1993	18	.00	5450.97	32038.31	37489.28	4102024.09
4/ 1/1993	19	.00	5493.49	31995.79	37489.28	4096530.60
5/ 1/1993	20	.00	5536.34	31952.94	37489.28	4090994.26
6/ 1/1993	21	.00	5579.52	31909.76	37489.28	4085414.74
7/ 1/1993	22	.00	5623.05	31866.23	37489.28	4079791.69
8/ 1/1993	23	.00	5666.90	31822.38	37489.28	4074124.79
9/ 1/1993	24	.00	5711.11	31778.17	37489.28	4068413.68
0/ 1/1993	25	.00	5755.65	31733.63	37489.28	4062658.03
1/ 1/1993	26	.00	5800.55	31688.73	37489.28	4056857.48
2/ 1/1993	27	.00	5845.79	31643.49	37489.28	4051011.69
1/ 1/1994	28	.00	5891.39	31597.89	37489.28	4045120.30
2/ 1/1994	29	.00	5937.34	31551.94	37489.28	4039182.96
3/ 1/1994	30	.00	5983.65	31505.63	37489.28	4033199.31
4/ 1/1994	31	.00	6030.33	31458.95	37489.28	4027168.98
5/ 1/1994	32	.00	6077.36	31411.92	37489.28	4021091.62
6/ 1/1994	33	.00	6124.77	31364.51	37489.28	4014966.85
7/ 1/1994	34	.00	6172.54	31316.74	37489.28	4008794.31
8/ 1/1994	35	.00	6220.68	31268.60	37489.28	4002573.63
9/ 1/1994	36	.00	6269.21	31220.07	37489.28	3996304.42
0/ 1/1994	37	.00	6318.11	31171.17	37489.28	3989986.31
1/ 1/1994	38	.00	6367.39	31121.89	37489.28	3983618.92
2/ 1/1994	39	.00	6417.05	31072.23	37489.28	3977201.87

Schedule A to Lease Supplement No. 2
Page 2

Date	Number			Finance Charge		
1/ 1/1995	40	.00	6467.11	31022.17	37489.28	3970734.76
2/ 1/1995	41	.00	6517.55	30971.73	37489.28	3964217.21
3/ 1/1995	42	.00	6568.39	30920.89	37489.28	3957648.82
4/ 1/1995	43	.00	6619.62	30869.66	37489.28	3951029.20
5/ 1/1995	44	.00	6671.25	30818.03	37489.28	3944357.95
6/ 1/1995	45	.00	6723.29	30765.99	37489.28	3937634.66
7/ 1/1995	46	.00	6775.73	30713.55	37489.28	3930858.93
8/ 1/1995	47	.00	6828.58	30660.70	37489.28	3924030.35
9/ 1/1995	48	.00	6881.84	30607.44	37489.28	3917148.51
0/ 1/1995	49	.00	6935.52	30553.76	37489.28	3910212.99
1/ 1/1995	50	.00	6989.62	30499.66	37489.28	3903223.37
2/ 1/1995	51	.00	7044.14	30445.14	37489.28	3896179.23
1/ 1/1996	52	.00	7099.08	30390.20	37489.28	3889080.15
2/ 1/1996	53	.00	7154.45	30334.83	37489.28	3881925.70
3/ 1/1996	54	.00	7210.26	30279.02	37489.28	3874715.44
4/ 1/1996	55	.00	7266.50	30222.78	37489.28	3867448.94
5/ 1/1996	56	.00	7323.18	30166.10	37489.28	3860125.76
6/ 1/1996	57	.00	7380.30	30108.98	37489.28	3852745.46
7/ 1/1996	58	.00	7437.87	30051.41	37489.28	3845307.59
8/ 1/1996	59	.00	7495.88	29993.40	37489.28	3837811.71
9/ 1/1996	60	.00	7554.35	29934.93	37489.28	3830257.36
0/ 1/1996	61	.00	7613.27	29876.01	37489.28	3822644.09
1/ 1/1996	62	.00	7672.66	29816.62	37489.28	3814971.43
2/ 1/1996	63	.00	7732.50	29756.78	37489.28	3807238.93
1/ 1/1997	64	.00	7792.82	29696.46	37489.28	3799446.11
2/ 1/1997	65	.00	7853.60	29635.68	37489.28	3791592.51
3/ 1/1997	66	.00	7914.86	29574.42	37489.28	3783677.65
4/ 1/1997	67	.00	7976.59	29512.69	37489.28	3775701.06
5/ 1/1997	68	.00	8038.81	29450.47	37489.28	3767662.25
6/ 1/1997	69	.00	8101.51	29387.77	37489.28	3759560.74
7/ 1/1997	70	.00	8164.71	29324.57	37489.28	3751396.03
8/ 1/1997	71	.00	8228.39	29260.89	37489.28	3743167.64
9/ 1/1997	72	.00	8292.57	29196.71	37489.28	3734875.07
0/ 1/1997	73	.00	8357.25	29132.03	37489.28	3726517.82
1/ 1/1997	74	.00	8422.44	29066.84	37489.28	3718095.38
2/ 1/1997	75	.00	8488.14	29001.14	37489.28	3709607.24
1/ 1/1998	76	.00	8554.34	28934.94	37489.28	3701052.90
2/ 1/1998	77	.00	8621.07	28868.21	37489.28	3692431.83
3/ 1/1998	78	.00	8688.31	28800.97	37489.28	3683743.52
4/ 1/1998	79	.00	8756.08	28733.20	37489.28	3674987.44
5/ 1/1998	80	.00	8824.38	28664.90	37489.28	3666163.06
6/ 1/1998	81	.00	8893.21	28596.07	37489.28	3657269.85
7/ 1/1998	82	.00	8962.58	28526.70	37489.28	3648307.27
8/ 1/1998	83	.00	9032.48	28456.80	37489.28	3639274.79
9/ 1/1998	84	.00	9102.94	28386.34	37489.28	3630171.85

Schedule A to Lease Supplement No. 2
Page 3

Date	Number			Finance Charge		
1/ 1/1998	85	.00	9173.94	28315.34	37489.28	3620997.91
1/ 1/1998	86	.00	9245.50	28243.78	37489.28	3611752.41
1/ 1/1998	87	.00	9317.61	28171.67	37489.28	3602434.80
1/ 1/1999	88	.00	9390.29	28098.99	37489.28	3593044.51
2/ 1/1999	89	.00	9463.53	28025.75	37489.28	3583580.98
3/ 1/1999	90	.00	9537.35	27951.93	37489.28	3574043.63
4/ 1/1999	91	.00	9611.74	27877.54	37489.28	3564431.89
5/ 1/1999	92	.00	9686.71	27802.57	37489.28	3554745.18
6/ 1/1999	93	.00	9762.27	27727.01	37489.28	3544982.91
7/ 1/1999	94	.00	9838.41	27650.87	37489.28	3535144.50
8/ 1/1999	95	.00	9915.15	27574.13	37489.28	3525229.35
9/ 1/1999	96	.00	9992.49	27496.79	37489.28	3515236.86
0/ 1/1999	97	.00	10070.43	27418.85	37489.28	3505166.43
1/ 1/1999	98	.00	10148.98	27340.30	37489.28	3495017.45
2/ 1/1999	99	.00	10228.14	27261.14	37489.28	3484789.31
1/ 1/2000	100	.00	10307.92	27181.36	37489.28	3474481.39
2/ 1/2000	101	.00	10388.33	27100.95	37489.28	3464093.06
3/ 1/2000	102	.00	10469.35	27019.93	37489.28	3453623.71
4/ 1/2000	103	.00	10551.02	26938.26	37489.28	3443072.69
5/ 1/2000	104	.00	10633.31	26855.97	37489.28	3432439.38
6/ 1/2000	105	.00	10716.25	26773.03	37489.28	3421723.13
7/ 1/2000	106	.00	10799.84	26689.44	37489.28	3410923.29
8/ 1/2000	107	.00	10884.08	26605.20	37489.28	3400039.21
9/ 1/2000	108	.00	10968.97	26520.31	37489.28	3389070.24
0/ 1/2000	109	.00	11054.53	26434.75	37489.28	3378015.71
1/ 1/2000	110	.00	11140.76	26348.52	37489.28	3366874.95
2/ 1/2000	111	.00	11227.66	26261.62	37489.28	3355647.29
1/ 1/2001	112	.00	11315.23	26174.05	37489.28	3344332.06
2/ 1/2001	113	.00	11403.49	26085.79	37489.28	3332928.57
3/ 1/2001	114	.00	11492.44	25996.84	37489.28	3321436.13
4/ 1/2001	115	.00	11582.08	25907.20	37489.28	3309854.05
5/ 1/2001	116	.00	11672.42	25816.86	37489.28	3298181.63
6/ 1/2001	117	.00	11763.46	25725.82	37489.28	3286418.17
7/ 1/2001	118	.00	11855.22	25634.06	37489.28	3274562.95
8/ 1/2001	119	.00	11947.69	25541.59	37489.28	3262615.26
9/ 1/2001	120	.00	12040.88	25448.40	37489.28	3250574.38
0/ 1/2001	121	.00	12134.80	25354.48	37489.28	3238439.58
1/ 1/2001	122	.00	12229.45	25259.83	37489.28	3226210.13
2/ 1/2001	123	.00	12324.84	25164.44	37489.28	3213885.29
1/ 1/2002	124	.00	12420.97	25068.31	37489.28	3201464.32
2/ 1/2002	125	.00	12517.86	24971.42	37489.28	3188946.46
3/ 1/2002	126	.00	12615.50	24873.78	37489.28	3176330.96
4/ 1/2002	127	.00	12713.90	24775.38	37489.28	3163617.06
5/ 1/2002	128	.00	12813.07	24676.21	37489.28	3150803.99
6/ 1/2002	129	.00	12913.01	24576.27	37489.28	3137890.98

Schedule A to Lease Supplement No. 2
Page 4

Date	Number			Finance Charge		
7/ 1/2002	130	.00	13013.73	24475.55	37489.28	3124877.25
8/ 1/2002	131	.00	13115.24	24374.04	37489.28	3111762.01
9/ 1/2002	132	.00	13217.54	24271.74	37489.28	3098544.47
0/ 1/2002	133	.00	13320.63	24168.65	37489.28	3085223.84
1/ 1/2002	134	.00	13424.53	24064.75	37489.28	3071799.31
2/ 1/2002	135	.00	13529.25	23960.03	37489.28	3058270.06
1/ 1/2003	136	.00	13634.77	23854.51	37489.28	3044635.29
2/ 1/2003	137	.00	13741.12	23748.16	37489.28	3030894.17
3/ 1/2003	138	.00	13848.31	23640.97	37489.28	3017045.86
4/ 1/2003	139	.00	13956.32	23532.96	37489.28	3003089.54
5/ 1/2003	140	.00	14065.18	23424.10	37489.28	2989024.36
6/ 1/2003	141	.00	14174.89	23314.39	37489.28	2974849.47
7/ 1/2003	142	.00	14285.45	23203.83	37489.28	2960564.02
8/ 1/2003	143	.00	14396.88	23092.40	37489.28	2946167.14
9/ 1/2003	144	.00	14509.18	22980.10	37489.28	2931657.96
0/ 1/2003	145	.00	14622.35	22866.93	37489.28	2917035.61
1/ 1/2003	146	.00	14736.40	22752.88	37489.28	2902299.21
2/ 1/2003	147	.00	14851.35	22637.93	37489.28	2887447.86
1/ 1/2004	148	.00	14967.19	22522.09	37489.28	2872480.67
2/ 1/2004	149	.00	15083.93	22405.35	37489.28	2857396.74
3/ 1/2004	150	.00	15201.59	22287.69	37489.28	2842195.15
4/ 1/2004	151	.00	15320.16	22169.12	37489.28	2826874.99
5/ 1/2004	152	.00	15439.66	22049.62	37489.28	2811435.33
6/ 1/2004	153	.00	15560.08	21929.20	37489.28	2795875.25
7/ 1/2004	154	.00	15681.45	21807.83	37489.28	2780193.80
8/ 1/2004	155	.00	15803.77	21685.51	37489.28	2764390.03
9/ 1/2004	156	.00	15927.04	21562.24	37489.28	2748462.99
0/ 1/2004	157	.00	16051.27	21438.01	37489.28	2732411.72
1/ 1/2004	158	.00	16176.47	21312.81	37489.28	2716235.25
2/ 1/2004	159	.00	16302.65	21186.63	37489.28	2699932.60
1/ 1/2005	160	.00	16429.81	21059.47	37489.28	2683502.79
2/ 1/2005	161	.00	16557.96	20931.32	37489.28	2666944.83
3/ 1/2005	162	.00	16687.11	20802.17	37489.28	2650257.72
4/ 1/2005	163	.00	16817.27	20672.01	37489.28	2633440.45
5/ 1/2005	164	.00	16948.44	20540.84	37489.28	2616492.01
6/ 1/2005	165	.00	17080.64	20408.64	37489.28	2599411.37
7/ 1/2005	166	.00	17213.87	20275.41	37489.28	2582197.50
8/ 1/2005	167	.00	17348.14	20141.14	37489.28	2564849.36
9/ 1/2005	168	.00	17483.45	20005.83	37489.28	2547365.91
0/ 1/2005	169	.00	17619.83	19869.45	37489.28	2529746.08
1/ 1/2005	170	.00	17757.26	19732.02	37489.28	2511988.82
2/ 1/2005	171	.00	17895.77	19593.51	37489.28	2494093.05
1/ 1/2006	172	.00	18035.35	19453.93	37489.28	2476057.70
2/ 1/2006	173	.00	18176.03	19313.25	37489.28	2457881.67
3/ 1/2006	174	.00	18317.80	19171.48	37489.28	2439563.87

Date	Number			Finance Charge		
4/ 1/2006	175	.00	18460.68	19028.60	37489.28	2421103.19
5/ 1/2006	176	.00	18604.68	18884.60	37489.28	2402498.51
6/ 1/2006	177	.00	18749.79	18739.49	37489.28	2383748.72
7/ 1/2006	178	.00	18896.04	18593.24	37489.28	2364852.68
8/ 1/2006	179	.00	19043.43	18445.85	37489.28	2345809.25
9/ 1/2006	180	.00	19191.97	18297.31	37489.28	2326617.28
10/ 1/2006	181	.00	19341.67	18147.61	37489.28	2307275.61
11/ 1/2006	182	.00	19492.53	17996.75	37489.28	2287783.08
12/ 1/2006	183	.00	19644.57	17844.71	37489.28	2268138.51
1/ 1/2007	184	.00	19797.80	17691.48	37489.28	2248340.71
2/ 1/2007	185	.00	19952.22	17537.06	37489.28	2228388.49
3/ 1/2007	186	.00	20107.85	17381.43	37489.28	2208280.64
4/ 1/2007	187	.00	20264.69	17224.59	37489.28	2188015.95
5/ 1/2007	188	.00	20422.76	17066.52	37489.28	2167593.19
6/ 1/2007	189	.00	20582.05	16907.23	37489.28	2147011.14
7/ 1/2007	190	.00	20742.59	16746.69	37489.28	2126268.55
8/ 1/2007	191	.00	20904.39	16584.89	37489.28	2105364.16
9/ 1/2007	192	.00	21067.44	16421.84	37489.28	2084296.72
10/ 1/2007	193	.00	21231.77	16257.51	37489.28	2063064.95
11/ 1/2007	194	.00	21397.37	16091.91	37489.28	2041667.58
12/ 1/2007	195	.00	21564.27	15925.01	37489.28	2020103.31
1/ 1/2008	196	.00	21732.47	15756.81	37489.28	1998370.84
2/ 1/2008	197	.00	21901.99	15587.29	37489.28	1976468.85
3/ 1/2008	198	.00	22072.82	15416.46	37489.28	1954396.03
4/ 1/2008	199	.00	22244.99	15244.29	37489.28	1932151.04
5/ 1/2008	200	.00	22418.50	15070.78	37489.28	1909732.54
6/ 1/2008	201	.00	22593.37	14895.91	37489.28	1887139.17
7/ 1/2008	202	.00	22769.59	14719.69	37489.28	1864369.58
8/ 1/2008	203	.00	22947.20	14542.08	37489.28	1841422.38
9/ 1/2008	204	.00	23126.19	14363.09	37489.28	1818296.19
10/ 1/2008	205	.00	23306.57	14182.71	37489.28	1794989.62
11/ 1/2008	206	.00	23488.36	14000.92	37489.28	1771501.26
12/ 1/2008	207	.00	23671.57	13817.71	37489.28	1747829.69
1/ 1/2009	208	.00	23856.21	13633.07	37489.28	1723973.48
2/ 1/2009	209	.00	24042.29	13446.99	37489.28	1699931.19
3/ 1/2009	210	.00	24229.82	13259.46	37489.28	1675701.37
4/ 1/2009	211	.00	24418.81	13070.47	37489.28	1651282.56
5/ 1/2009	212	.00	24609.28	12880.00	37489.28	1626673.28
6/ 1/2009	213	.00	24801.23	12688.05	37489.28	1601872.05
7/ 1/2009	214	.00	24994.68	12494.60	37489.28	1576877.37
8/ 1/2009	215	.00	25189.64	12299.64	37489.28	1551687.73
9/ 1/2009	216	.00	25386.12	12103.16	37489.28	1526301.61
10/ 1/2009	217	.00	25584.13	11905.15	37489.28	1500717.48
11/ 1/2009	218	.00	25783.68	11705.60	37489.28	1474933.80
12/ 1/2009	219	.00	25984.80	11504.48	37489.28	1448949.00

Schedule A to Lease Supplement No. 2
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Date	Number			Finance Charge		
1/ 1/2010	220	.00	26187.48	11301.80	37489.28	1422761.52
2/ 1/2010	221	.00	26391.74	11097.54	37489.28	1396369.78
3/ 1/2010	222	.00	26597.60	10891.68	37489.28	1369772.18
4/ 1/2010	223	.00	26805.06	10684.22	37489.28	1342967.12
5/ 1/2010	224	.00	27014.14	10475.14	37489.28	1315952.98
6/ 1/2010	225	.00	27224.85	10264.43	37489.28	1288728.13
7/ 1/2010	226	.00	27437.20	10052.08	37489.28	1261290.93
8/ 1/2010	227	.00	27651.21	9838.07	37489.28	1233639.72
9/ 1/2010	228	.00	27866.89	9622.39	37489.28	1205772.83
0/ 1/2010	229	.00	28084.25	9405.03	37489.28	1177688.58
1/ 1/2010	230	.00	28303.31	9185.97	37489.28	1149385.27
2/ 1/2010	231	.00	28524.07	8965.21	37489.28	1120861.20
1/ 1/2011	232	.00	28746.56	8742.72	37489.28	1092114.64
2/ 1/2011	233	.00	28970.79	8518.49	37489.28	1063143.85
3/ 1/2011	234	.00	29196.76	8292.52	37489.28	1033947.09
4/ 1/2011	235	.00	29424.49	8064.79	37489.28	1004522.60
5/ 1/2011	236	.00	29654.00	7835.28	37489.28	974868.60
6/ 1/2011	237	.00	29885.30	7603.98	37489.28	944983.30
7/ 1/2011	238	.00	30118.41	7370.87	37489.28	914864.89
8/ 1/2011	239	.00	30353.33	7135.95	37489.28	884511.56
9/ 1/2011	240	.00	30590.09	6899.19	37489.28	853921.47
0/ 1/2011	241	.00	853921.47	6660.59	860582.06	.00
		==========	==========	==========	==========	
otal		4189169.15	4189169.15	5728288.20	9917457.35	