

Law Offices of

CHAPMAN AND CUTLER

JAN 13 1994 - 11 30 AM

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INTERSTATE COMMERCE COMMISSION
21 North Central Avenue
Phoenix, Arizona 85004
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January 13, 1994

RECORDATION NO. 1827K
JAN 13 1994 - 11 30 AM
FILED 1425

50 South Main Street
Salt Lake City, Utah 84144
(801) 333-0066

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

6100088015

INTERSTATE COMMERCE COMMISSION
JAN 13 11 24 AM '94

RECEIVED
OFFICE OF THE
SECRETARY
LICENSING BRANCH

Re: UtiliCorp United Inc.
Leveraged Lease Financing

Dear Mr. Strickland:

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

The enclosed secondary documents are as follows:

- (1) Lease Supplement No. 5, dated January 13, 1994, between Shawmut Bank Connecticut, National Association, as Lessor, and Utilicorp United Inc., as Lessee; and
- (2) Security Agreement Supplement No. 5, dated January 13, 1994, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Wilmington Trust Company, as Security Trustee.

The primary documents to which the secondary documents are connected are as follows:

- (1) Railcar Lease, dated as of April 29, 1993, between Shawmut Bank Connecticut, National Association, as lessor (the "Lessor"), and UtiliCorp United Inc., as lessee (the "Lessee"), which was recorded on April 29, 1993 and assigned recordation number 18217; and
- (2) Security Agreement - Trust Deed, dated as of April 29, 1993, between Shawmut Bank Connecticut, National Association, as owner trustee (the "Owner Trustee"), and Wilmington Trust Company, as security trustee (the "Security Trustee"), which was recorded on April 29, 1993 and assigned recordation number 18217-A.

Vertical handwritten notes on the left margin, including "counterparts" and "Shawmut Bank Connecticut, National Association".

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The capitalized terms used herein and not otherwise defined herein shall have the respective meanings specified in Annex 1 to the Security Agreement.

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

LEASE SUPPLEMENT NO. 5

Lessee: UtiliCorp United Inc.
911 Main Street
Suite 3000
Kansas City, MO 64105

Lessor: Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, Connecticut 06115

SECURITY AGREEMENT SUPPLEMENT NO. 5

Owner Trustee: Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, Connecticut 06115

Security Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

The Lease Supplement No. 5 and the Security Agreement Supplement No. 5 provide, *inter alia*, for the reoptimization of the debt in accordance with Section 9.11 of the Participation Agreement, Section 6(f) of the Lease and Section 6.4 of the Security Agreement.

A fee of thirty-two dollars (\$32.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Michael G. McGee, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

Law Offices of
CHAPMAN AND CUTLER

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

(1) LEASE SUPPLEMENT NO. 5:

Lease Supplement No. 5 between Shawmut Bank Connecticut, National Association, as Lessor, 777 Main Street, Hartford, Connecticut 06115, and UtiliCorp United Inc., as Lessee, 911 Main Street, Suite 3000, Kansas City, MO 64105, dated January 13, 1994, providing for the reoptimization of the debt in accordance with Section 9.11 of the Participation Agreement and Section 6(f) of the Lease. The Lease Supplement No. 5 is related to the Railcar Lease between the Lessor and the Lessee, dated as of April 29, 1993, which is was previously filed and assigned recordation number 18217.

(2) SECURITY AGREEMENT SUPPLEMENT NO. 5:

Security Agreement Supplement No. 5 between Shawmut Bank Connecticut, National Association, as Owner Trustee, 777 Main Street, Hartford, Connecticut 06115, and Wilmington Trust Company, as Security Trustee, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, dated January 13, 1994, providing for the reoptimization of the debt in accordance with Section 9.11 of the Participation Agreement and Section 6.4 of the Security Agreement. The Security Agreement Supplement No. 5 is related to the Security Agreement - Trust Deed between the Owner Trustee and the Security Trustee, dated as of April 29, 1993, which was previously filed and assigned recordation number 18217-A.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3767) or Karl Williams (312-845-3892).

Sincerely,

CHAPMAN AND CUTLER

By Michael A. McGee
Michael G. McGee RTW

MGM/b
Enclosure

JAN 13 1994 - 11 30 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT NO. 5

SECURITY AGREEMENT SUPPLEMENT No. 5, dated January 13, 1994, between Shawmut Bank Connecticut, National Association, not individually but solely as Owner Trustee (the "*Debtor*") under the Trust Agreement dated as of April 29, 1993, (the "*Trust Agreement*") for the benefit of Norwest Bank Minnesota, National Association, a national banking association (the "*Owner Participant*"), and Wilmington Trust Company, as Security Trustee (the "*Security Trustee*") under the Security Agreement-Trust Deed dated as of April 29, 1993 from the Debtor to the Security Trustee (the "*Security Agreement*").

WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of supplements for any purpose not inconsistent with the terms of the Security Agreement (terms defined in the Security Agreement shall have the same meanings when used herein); and

WHEREAS, the Debtor and the Security Trustee now desire to amend the Security Agreement to reflect reoptimization adjustments to Fixed Rent and Stipulated Loss Value under the Lease and to payments of principal of the Notes in accordance with Section 6.4 of the Security Agreement and the Security Trustee desires to consent to the execution and delivery of the Lease Supplement No. 5, dated the date hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Debtor and the Security Trustee hereby agree that Annex 2 to the Security Agreement is hereby deleted in its entirety and replaced with the amortization schedule set forth in Exhibit A attached hereto.

Each of the Debtor and the Security Trustee, by its execution and delivery hereof, consents and agrees to the execution of this Security Agreement Supplement No. 5 and the replacement of Schedule I to (i) the Note R-1 issued in connection with the First Closing Date, (ii) the Note R-2 issued in connection with the Second Closing Date, (iii) the Note R-3 issued in connection with the Third Closing Date and (iv) the Note R-4 issued in connection with the Fourth Closing Date. Schedule I to Note R-1 shall read in its entirety as set forth in Exhibit B attached hereto. Schedule I to Note R-2 shall read in its entirety as set forth in Exhibit C attached hereto. Schedule I to Note R-3 shall read in its entirety as set forth in Exhibit D attached hereto. Schedule I to Note R-4 shall read in its entirety as set forth in Exhibit E attached hereto.

The Security Trustee hereby consents to the execution and delivery of Lease Supplement No. 5, dated the date hereof.

Simultaneously with the execution and delivery hereof, the Debtor is issuing and delivering to each holder of a Note as of the date hereof a revised Annex 2 to the Security

Agreement and a revised Schedule I to each Note in the forms of Exhibits A, B, C, D and E attached hereto, respectively.

Each party hereto represents and warrants that this Supplement has been duly authorized, executed and delivered by it and is in full force and effect.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and, except as modified hereby, is ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of Missouri, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee

By Delora A Johnson
Its CORPORATE TRUST OFFICER
DEBTOR

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

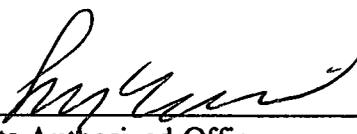
By _____
Its Authorized Officer
SECURITY TRUSTEE

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

By _____
Its
DEBTOR

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

By  _____
Its Authorized Officer
SECURITY TRUSTEE

STATE OF CONNECTICUT)
) SS HARTFORD
COUNTY OF HARTFORD)

On this 11th day of January, 1994, before me personally appeared Debra A. Johnson, to me personally known, who being by me duly sworn, says that she is a Corp. Trust Officer of Shawmut Bank Connecticut, National Association, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cynthia L Essay
Notary Public

(SEAL)

My commission expires 2-28-98

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of January, 1994, before me personally appeared, _____, to me personally known, who being by me duly sworn, says that he is a _____ of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of January, 1994, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of Shawmut Bank Connecticut, National Association, that said instrument was signed 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.

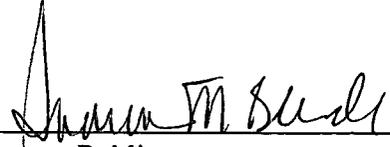
Notary Public

(SEAL)

My commission expires _____

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 10th day of January, 1994, before me personally appeared, L. M. Marini, to me personally known, who being by me duly sworn, says that he is a Vice President of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said corporation.



Notary Public

(SEAL)

My commission expires: _____

SHARON M. BRENDLE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 10, 1997

AMORTIZATION SCHEDULE

(Payments Required to Amortize \$1,000,000 Original Principal Amount
of 7.55% Secured Notes Issued by Debtor)

<u>Date</u>	<u>Assumed Takedown</u>	<u>Principal Repayment</u>	<u>Interest Amount</u>	<u>Total Debt Service</u>	<u>Loan Balance</u>
4/29/93	134,782.61	0	0	0	134,782.61
5/27/93	282,608.70	0	0	0	417,391.31
6/29/93	360,869.56	0	0	0	778,260.87
7/15/93	221,739.13	0	6,204.13	6,204.13	1,000,000.00
1/15/94	0	0	37,750.00	37,750.00	1,000,000.00
7/15/94	0	6,068.94	37,750.00	43,818.94	993,931.06
1/15/95	0	23,119.32	37,520.90	60,640.22	970,811.74
7/15/95	0	23,992.07	36,648.15	60,640.22	946,819.67
1/15/96	0	24,897.77	35,742.45	60,640.22	921,921.90
7/15/96	0	25,837.66	34,802.56	60,640.22	896,084.24
1/15/97	0	26,813.04	33,827.18	60,640.22	869,271.20
7/15/97	0	27,825.23	32,814.99	60,640.22	841,445.97
1/15/98	0	28,875.63	31,764.59	60,640.22	812,570.34
7/15/98	0	29,965.69	30,674.53	60,640.22	782,604.65
1/15/99	0	31,096.89	29,543.33	60,640.22	751,507.78
7/15/99	0	32,270.80	28,369.42	60,640.22	719,236.98
1/15/00	0	33,489.02	27,151.20	60,640.22	685,747.94
7/15/00	0	34,753.23	25,886.99	60,640.22	650,894.71
1/15/01	0	36,065.17	24,575.05	60,640.22	614,929.54
7/15/01	0	36,034.98	23,213.59	59,248.57	578,894.56
1/15/02	0	26,194.61	21,853.27	48,047.88	552,699.95
7/15/02	0	23,981.15	20,864.42	44,845.57	528,718.80
1/15/03	0	27,353.44	19,959.13	47,312.57	501,365.36
7/15/03	0	27,089.56	18,926.54	46,016.10	474,275.80
1/15/04	0	39,916.89	17,903.91	57,820.80	434,358.91
7/15/04	0	41,423.75	16,397.05	57,820.80	392,935.16
1/15/05	0	42,987.50	14,833.30	57,820.80	349,947.88
7/15/05	0	44,810.27	13,210.53	57,820.80	305,337.39
1/15/06	0	46,294.31	11,526.49	57,820.80	259,043.08
7/15/06	0	48,041.92	9,778.88	57,820.80	211,001.16
1/15/07	0	49,855.51	7,965.29	57,820.80	161,145.65
7/15/07	0	51,737.55	6,083.25	57,820.80	109,408.10
1/15/08	0	53,690.84	4,130.16	57,820.80	55,717.46
7/15/08	0	55,717.46	2,103.34	57,820.80	0

AMORTIZATION SCHEDULE

(Payments Required to Amortize \$1,268,784.37 Original Principal Amount
of 7.55% Secured Notes Issued by Debtor)

<u>Date</u>	<u>Takedown</u>	<u>Principal Repayment</u>	<u>Interest Amount</u>	<u>Total Debt Service</u>	<u>Loan Balance</u>
4/29/93	1,268,784.37	0	0	0	1,268,784.37
7/15/93	0	0	20,223.01	20,223.01	1,268,784.37
1/15/94	0	0	47,896.61	47,896.61	1,268,784.37
7/15/94	0	7,700.18	47,896.61	55,596.79	1,261,084.19
1/15/95	0	29,333.43	47,605.93	76,939.36	1,231,750.76
7/15/95	0	30,440.77	46,488.59	76,939.36	1,201,309.98
1/15/96	0	31,589.91	45,349.45	76,939.36	1,169,720.08
7/15/96	0	32,782.42	44,156.94	76,939.36	1,136,937.66
1/15/97	0	34,019.96	42,919.40	76,939.36	1,102,917.70
7/15/97	0	35,304.21	41,635.15	76,939.36	1,067,613.49
1/15/98	0	36,636.95	40,302.41	76,939.36	1,030,976.54
7/15/98	0	38,019.99	38,919.37	76,939.36	992,956.55
1/15/99	0	39,455.25	37,484.11	76,939.36	953,501.30
7/15/99	0	40,844.68	35,994.68	76,939.36	912,558.62
1/15/00	0	42,490.35	34,449.01	76,939.36	870,066.27
7/15/00	0	44,094.36	32,845.00	76,939.36	825,971.91
1/15/01	0	45,758.92	31,180.44	76,939.36	780,212.99
7/15/01	0	45,720.62	29,453.04	75,173.66	734,492.37
1/15/02	0	33,235.31	27,727.09	60,962.40	701,257.08
7/15/02	0	30,426.91	26,472.45	56,899.36	670,830.15
1/15/03	0	34,705.62	25,323.83	60,029.45	636,124.53
7/15/03	0	34,370.81	24,013.70	58,384.51	601,753.72
1/15/04	0	50,646.92	22,716.21	73,362.13	551,107.80
7/15/04	0	52,557.81	20,804.32	73,362.13	498,549.99
1/15/05	0	54,541.88	18,820.27	73,362.13	444,008.13
7/15/05	0	56,600.82	16,761.31	73,362.13	387,407.31
1/15/06	0	58,737.50	14,624.63	73,362.13	328,669.81
7/15/06	0	60,954.84	12,407.29	73,362.13	267,714.97
1/15/07	0	63,255.89	10,106.24	73,362.13	204,459.08
7/15/07	0	65,643.80	7,718.33	73,362.13	138,815.28
1/15/08	0	68,121.85	5,240.28	73,362.13	70,693.43
7/15/08	0	70,693.43	2,668.68	73,362.11	0

EXHIBIT B

(to Security Agreement Supplement No. 5)

AMORTIZATION SCHEDULE

(Payments Required to Amortize \$2,660,354.32 Original Principal Amount
of 7.55% Secured Notes Issued by Debtor)

<u>Date</u>	<u>Takedown</u>	<u>Principal Repayment</u>	<u>Interest Amount</u>	<u>Total Debt Service</u>	<u>Loan Balance</u>
5/27/93	2,660,354.32	0	0	0	2,660,354.32
7/15/93	0	0	26,780.90	26,780.90	2,660,354.32
1/15/94	0	0	100,428.38	100,428.38	2,660,354.32
7/15/94	0	16,145.54	100,428.38	116,573.92	2,644,208.78
1/15/95	0	61,505.58	99,818.88	161,324.46	2,582,703.20
7/15/95	0	63,827.41	97,497.05	161,324.46	2,518,875.79
1/15/96	0	66,236.90	95,087.56	161,324.46	2,452,638.89
7/15/96	0	68,737.34	92,587.12	161,324.46	2,383,901.55
1/15/97	0	71,332.18	89,992.28	161,324.46	2,312,568.37
7/15/97	0	74,024.97	87,299.49	161,324.46	2,238,544.40
1/15/98	0	76,819.41	84,505.05	161,324.46	2,161,724.99
7/15/98	0	79,719.34	81,605.12	161,324.46	2,082,005.65
1/15/99	0	82,728.75	78,595.71	161,324.46	1,999,276.90
7/15/99	0	85,851.76	75,472.70	161,324.46	1,913,425.14
1/15/00	0	89,092.66	72,231.80	161,324.46	1,824,332.48
7/15/00	0	92,455.91	68,868.55	161,324.46	1,731,876.57
1/15/01	0	95,948.12	65,378.34	161,324.46	1,638,830.45
7/15/01	0	95,865.81	61,756.37	157,622.18	1,540,064.64
1/15/02	0	68,686.95	58,137.44	127,824.39	1,470,377.89
7/15/02	0	63,798.36	55,508.76	119,305.12	1,408,579.33
1/15/03	0	72,769.84	53,098.37	125,868.21	1,333,809.49
7/15/03	0	72,067.82	50,351.31	122,419.13	1,261,741.67
1/15/04	0	106,193.06	47,830.75	153,823.81	1,155,548.61
7/15/04	0	110,201.85	43,621.96	153,823.81	1,045,346.76
1/15/05	0	114,361.97	39,461.84	153,823.81	930,984.79
7/15/05	0	118,679.14	35,144.67	153,823.81	812,305.65
1/15/06	0	123,159.27	30,664.54	153,823.81	689,146.38
7/15/06	0	127,808.54	26,015.27	153,823.81	561,337.84
1/15/07	0	132,633.31	21,190.50	153,823.81	428,704.53
7/15/07	0	137,640.22	16,183.59	153,823.81	291,064.31
1/15/08	0	142,836.13	10,987.68	153,823.81	148,228.18
7/15/08	0	148,228.18	5,595.61	153,823.79	0

EXHIBIT C

(to Security Agreement Supplement No. 5)

AMORTIZATION SCHEDULE

(Payments Required to Amortize \$3,397,067.82 Original Principal Amount
of 7.55% Secured Notes Issued by Debtor)

<u>Date</u>	<u>Takedown</u>	<u>Principal Repayment</u>	<u>Interest Amount</u>	<u>Total Debt Service</u>	<u>Loan Balance</u>
6/29/93	3,397,067.82	0	0	0	3,397,067.82
7/15/93	0	0	11,399.05	11,399.05	3,387,067.82
1/15/94	0	0	128,239.31	128,239.31	3,397,067.82
7/15/94	0	20,816.82	128,239.31	148,855.93	3,378,451.20
1/15/95	0	78,537.89	127,461.04	205,998.93	3,297,913.31
7/15/95	0	81,502.70	124,498.23	205,998.93	3,216,410.61
1/15/96	0	84,579.42	121,419.51	205,998.93	3,131,831.19
7/15/96	0	87,772.30	118,226.63	205,998.93	3,044,058.89
1/15/97	0	91,085.70	114,913.23	205,998.93	2,952,973.19
7/15/97	0	84,524.19	111,474.74	205,998.93	2,858,449.00
1/15/98	0	98,092.48	107,906.45	205,998.93	2,760,356.52
7/15/98	0	101,795.47	104,203.48	205,998.93	2,658,561.05
1/15/99	0	105,638.25	100,360.88	205,998.93	2,552,922.80
7/15/99	0	109,626.09	96,372.84	205,998.93	2,443,296.71
1/15/00	0	113,764.47	92,234.46	205,998.93	2,329,532.24
7/15/00	0	118,059.08	87,939.85	205,998.93	2,211,473.16
1/15/01	0	122,515.81	83,483.12	205,998.93	2,088,957.35
7/15/01	0	122,413.26	78,858.14	201,271.40	1,866,544.09
1/15/02	0	88,984.87	74,237.04	163,221.91	1,877,559.22
7/15/02	0	81,465.59	70,877.87	152,343.46	1,796,093.63
1/15/03	0	92,921.49	67,802.53	160,724.02	1,703,172.14
7/15/03	0	92,026.06	64,284.75	156,319.81	1,611,147.08
1/15/04	0	135,600.37	60,820.81	196,421.18	1,475,546.71
7/15/04	0	140,719.29	55,701.89	196,421.18	1,334,827.42
1/15/05	0	146,031.44	50,389.74	196,421.18	1,188,795.88
7/15/05	0	151,544.13	44,877.05	196,421.18	1,037,251.85
1/15/06	0	157,264.92	39,156.26	196,421.18	879,986.93
7/15/06	0	163,201.87	33,219.51	196,421.18	716,785.26
1/15/07	0	169,382.53	27,058.65	196,421.18	547,422.73
7/15/07	0	175,755.97	20,665.21	196,421.18	371,666.76
1/15/08	0	182,390.76	14,030.42	196,421.18	189,276.00
7/15/08	0	189,276.00	7,145.17	186,421.17	0

EXHIBIT D

(to Security Agreement Supplement No. 5)

AMORTIZATION SCHEDULE

(Payments Required to Amortize \$2,087,354.93 Original Principal Amount
of 7.55% Secured Notes Issued by Debtor)

<u>Date</u>	<u>Takedown</u>	<u>Principal Repayment</u>	<u>Interest Amount</u>	<u>Total Debt Service</u>	<u>Loan Balance</u>
7/15/93	2,087,354.93	0	0	0	2,087,354.93
1/15/94	0	0	78,797.65	78,797.65	2,087,354.93
7/15/94	0	12,868.04	78,797.65	91,465.69	2,074,686.89
1/15/95	0	48,258.22	78,319.43	126,577.65	2,026,428.67
7/15/95	0	50,079.97	76,497.68	126,577.65	1,976,348.70
1/15/96	0	51,970.49	74,607.16	126,577.65	1,924,378.21
7/15/96	0	53,932.38	72,645.27	126,577.65	1,870,445.83
1/15/97	0	55,968.32	70,609.33	126,577.65	1,814,477.51
7/15/97	0	58,081.13	68,496.52	126,577.65	1,756,396.38
1/15/98	0	60,273.69	66,303.96	126,577.65	1,696,122.69
7/15/98	0	62,549.02	64,028.63	126,577.65	1,633,573.67
1/15/99	0	64,910.25	61,667.40	126,577.65	1,568,663.42
7/15/99	0	67,380.81	59,217.04	126,577.65	1,501,302.81
1/15/00	0	69,903.47	56,674.18	126,577.65	1,431,399.34
7/15/00	0	72,542.33	54,035.32	126,577.65	1,358,857.01
1/15/01	0	75,280.80	51,298.85	126,577.65	1,283,578.21
7/15/01	0	75,217.79	48,455.00	123,672.79	1,208,358.42
1/15/02	0	54,877.45	45,815.53	100,292.98	1,153,680.97
7/15/02	0	50,057.17	43,551.46	93,608.63	1,103,623.80
1/15/03	0	57,096.34	41,661.79	98,758.13	1,046,527.48
7/15/03	0	56,545.52	39,508.41	96,051.93	989,981.94
1/15/04	0	83,320.71	37,371.82	120,692.53	906,661.23
7/15/04	0	86,466.07	34,228.46	120,692.53	820,195.16
1/15/05	0	89,730.16	30,962.37	120,692.53	730,465.00
7/15/05	0	93,117.48	27,575.05	120,692.53	637,347.52
1/15/06	0	96,632.66	24,059.87	120,692.53	540,714.86
7/15/06	0	100,280.54	20,411.99	120,692.53	440,434.32
1/15/07	0	104,066.13	16,626.40	120,692.53	336,368.19
7/15/07	0	107,994.63	12,697.90	120,692.53	228,373.56
1/15/08	0	112,071.43	8,621.10	120,692.53	116,302.13
7/15/08	0	116,302.13	4,390.41	120,692.54	0

EXHIBIT E
(to Security Agreement Supplement No. 5)