

2-314A003

**GOODWIN, PROCTER & HOAR**

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

COUNSELLORS AT LAW

EXCHANGE PLACE

BOSTON, MASSACHUSETTS 02109-2881

TELEPHONE (617) 570-1000  
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TELEX 94-0640  
CABLE - GOODPROCT, BOSTON

November 6, 1992

BY FEDERAL EXPRESS

RECORDATION NO. 15436 FILED 1992

NOV 10 1992 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one certified true copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document (the "Document") is:

Lease Supplement No. 2, dated as of September 29, 1992, a Secondary document.

The Primary document to which this document is connected is a Lease Agreement recorded under Recordation No. 1-5436 (recorded December 30, 1987) and thereafter supplemented by a Lease Supplement No. 1, a Secondary document recorded under Recordation No. 1-5436-A.

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

Lessee:

Massachusetts Bay Transportation Authority  
Ten Park Plaza  
Boston, MA 02116  
Attention: Treasurer-Controller

GOODWIN, PROCTER & HOAR

November 6, 1992

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Lessor:

The Connecticut National Bank,  
as owner trustee under the  
Owner Trust Agreement,  
dated as of December 29, 1987  
777 Main Street  
Hartford, CT 06115  
Attention: Corporate Trust Administration

A description of the equipment covered by the Documents follows:

40 push-pull commuter coaches manufactured by Bombardier Inc. (the "Manufacturer") pursuant to the Agreement, dated February 25, 1987, as amended, between the Manufacturer and Massachusetts Bay Transportation Authority ("MBTA") and identified by MBTA vehicle identification numbers (and AAR designations) 350 through 389, inclusive.

A fee of \$16.00 is enclosed.

Please return the original and any extra copies not needed by the Commission for recordation to F. Beirne Lovely, Jr., Esq., Goodwin, Procter & Hoar, Exchange Place, Boston, MA 02109.

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

Secondary Document. Lease Supplement No. 2, dated as of September 29, 1992, between The Connecticut National Bank, as owner trustee under the Owner Trust Agreement, dated as of December 29, 1987, 777 Main Street, Hartford, CT 06115, as owner-lessor, and Massachusetts Bay Transportation Authority, Ten Park Plaza, Boston, MA 02116, as lessee, covering 40 such push-pull commuter coaches constituting the equipment covered by the Documents described above.

This filing is being made for precautionary purposes only and to make the transaction a matter of public record. This filing should not be construed as evidence of the intent of any of the parties to enter into any transaction other than that of a true lease.

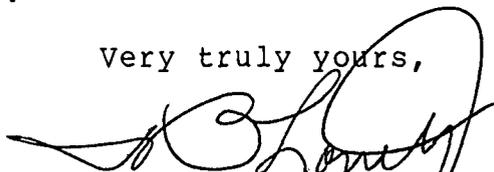
GOODWIN, PROCTER & HOAR

November 6, 1992

Page 3

Please acknowledge receipt of this letter of transmittal and its enclosures by appropriately stamping the enclosed copy of this letter and by returning it in the addressed envelope enclosed for your convenience.

Very truly yours,



F. Beirne Lovely, Jr.  
Attorney for Massachusetts  
Bay Transportation Authority

Enclosures: Lease Supplement No. 2  
(with Annex 1-II and Annex II) - Original  
and Notarized Copy  
Transmittal Letter (Copy)  
Check (\$16.00)  
Return Envelope (Postage Prepaid)

XP-8146/m

Interstate Commerce Commission  
Washington, D.C. 20423

11/9/92

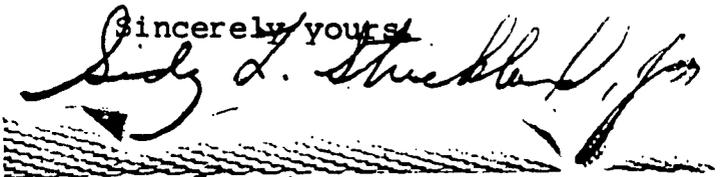
OFFICE OF THE SECRETARY

F. Beirne Lovely, Jr. Esq  
Goodwin, Procter & Hoar  
Exchange Place  
Boston, MA. 02109

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/9/92 at 10:05am , and assigned re-  
recording number(s). 15436-B

Sincerely yours,



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

10436B

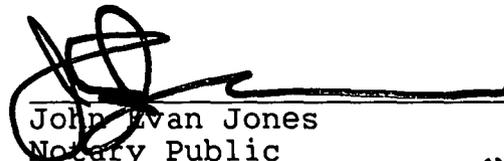
NOV 19 1992 - 10 05 AM

COMMONWEALTH OF MASSACHUSETTS)  
Suffolk ) ss.  
)

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared the attached copy with the original of Lease Supplement No. 2 dated as of September 29, 1992 between The Connecticut National Bank, as Lessor, and Massachusetts Bay Transportation Authority, as Lessee, and have found the copy to be complete and identical in all respects to the original document,

At Boston, Massachusetts this 6<sup>th</sup> day of November, 1992.

  
\_\_\_\_\_  
John Evan Jones  
Notary Public

My Commission Expires: Oct 24, 1997

(Notarial Seal)

XP-8147/m

15436 B

NOV 19 1992 - 10 05 AM

LEASE SUPPLEMENT NO. 2

INTERSTATE COMMERCE COMMISSION

This Lease Supplement is dated as of September 29, 1992, and is between The Connecticut National Bank, a national banking association, acting hereunder not in its individual capacity but solely as owner trustee under the Owner Trust Agreement (the "Lessor"), and Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of The Commonwealth of Massachusetts (the "Lessee").

The Lessor and the Lessee have heretofore entered into the Lease Agreement, dated as of December 29, 1987, as supplemented by Lease Supplement No. 1 between the Lessor and the Lessee dated December 30, 1987 (collectively the "Lease Agreement" and defined terms therein being hereinafter used with the same meanings).

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

1. The Lessee hereby confirms its agreement to pay the Lessor Interim Rent for all items of Equipment for the Interim Term and Basic Rent for all items of Equipment throughout the Basic Term in accordance with Article 8 of the Lease Agreement; provided, however, that, as contemplated by Section 8.1(a)(2) of the Lease Agreement, the percentages set forth in Schedule 1 to the Lease Agreement (relating to Basic Rent) and Exhibit B to the Lease Agreement (relating to Stipulated Loss Values) are hereby adjusted and amended in their entirety as set forth in Annex I and II attached hereto and incorporated herein by reference and the same shall hereinafter constitute Schedule I and Exhibit B to the Lease Agreement, respectively. Lessor's Purchase Price for all items of Equipment is \$32,709,669.

2. All of the terms and provisions of the Lease Agreement, as amended hereby, are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein and remain in full force and effect.

3. This Lease Supplement is being delivered in The Commonwealth of Massachusetts and shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts, including, without limitation, all matters of construction, validity and performance.

4. The Lessee acknowledges the existence of, approves of and consents to the assignment by the Lessor to the Indenture Trustee of this Lease Supplement pursuant to the Indenture.

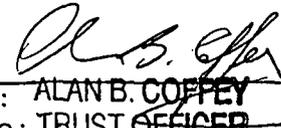
5. This Lease Supplement may be executed by each party hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed, as a document under seal, as of the day and year first above written and to be delivered in The Commonwealth of Massachusetts.

LESSOR:

THE CONNECTICUT NATIONAL BANK,  
not in its individual  
capacity but solely as  
owner trustee under the  
Owner Trust Agreement

By

  
Name: ALAN B. COFFEY  
Title: TRUST OFFICER

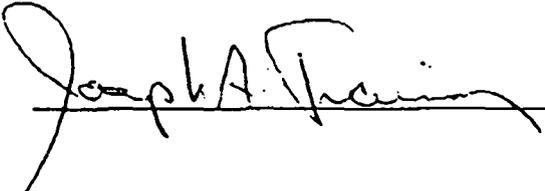
LESSEE:

MASSACHUSETTS BAY  
TRANSPORTATION AUTHORITY

By

  
Name: Wesley G. Wallace, Jr.  
Title: Treasurer

Approved as to Form



4. The Lessee acknowledges the existence of, approves of and consents to the assignment by the Lessor to the Indenture Trustee of this Lease Supplement pursuant to the Indenture.

5. This Lease Supplement may be executed by each party hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed, as a document under seal, as of the day and year first above written and to be delivered in The Commonwealth of Massachusetts.

LESSOR:

THE CONNECTICUT NATIONAL BANK,  
not in its individual  
capacity but solely as  
owner trustee under the  
Owner Trust Agreement

By \_\_\_\_\_  
Name:  
Title: Corporate Trust  
Officer

LESSEE:

MASSACHUSETTS BAY  
TRANSPORTATION AUTHORITY

By  \_\_\_\_\_  
Name: Wesley G. Wallace, Jr.  
Title: Treasurer

Approved as to Form



Uniform Commercial Code Chattel Paper Receipt

Receipt of the original counterpart of the foregoing Lease Supplement is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

WILMINGTON TRUST COMPANY,  
as Indenture Trustee,  
Mortgagee

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

STATE OF CONNECTICUT  
~~Commonwealth of Massachusetts~~ )  
HARTFORD ) ss:  
County of Suffolk )

On this 27<sup>th</sup> day of OCTOBER, 1992, before me personally appeared, ALAN B. COFFEY, to me personally known, who being by me duly sworn, says that he is a ~~Corporate~~ Trust Officer of The Connecticut National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.  
[seal]

Michelle K. Blezard  
My Commission expires \_\_\_\_\_

MICHELLE K. BLEZARD  
NOTARY PUBLIC  
My Commission Expires March 31, 1994

Commonwealth of Massachusetts )  
County of Suffolk ) ss:  
)

On this 21 day of October, 1992, before me personally appeared, WES WALLACE, to me personally known, who being by me duly sworn, says that he is the TREASURER of Massachusetts Bay Transportation Authority, that said instrument was signed on behalf of said authority 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 authority.

William M. Fitzpatrick  
My Commission expires 1/6/95

Attachment: Annex 1

YP-4816/M  
9/21/92

Uniform Commercial Code Chattel Paper Receipt

Receipt of the original counterpart of the foregoing Lease Supplement is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

WILMINGTON TRUST COMPANY,  
as Indenture Trustee,  
Mortgagee

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

Commonwealth of Massachusetts )  
County of Suffolk ) ss:  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me personally appeared, \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a Corporate Trust Officer of The Connecticut National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.  
[seal]

My Commission expires \_\_\_\_\_

Commonwealth of Massachusetts )  
County of Suffolk ) ss:  
)

On this 21<sup>st</sup> day of October, 1992, before me personally appeared, WES WALLACE, to me personally known, who being by me duly sworn, says that he is the TREASURER of Massachusetts Bay Transportation Authority, that said instrument was signed on behalf of said authority 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 authority.

William M. Fitzpatrick  
My Commission expires 1/6/95

Attachment: Annex 1

YP-4816/M  
9/21/92

ANNEX I TO LEASE SUPPLEMENT NO. 2

Schedule 1  
to Lease  
(as amended by  
Lease Supplement  
No. 2)

Basic Rent

<u>Date</u>	<u>No.</u>	<u>Percentage Rate</u>	<u>Date</u>	<u>No.</u>	<u>Percentage Rate</u>
7/1/1988	1	4.55583598	1/1/2001	26	5.77327478
1/1/1989	2	3.79389107	7/1/2001	27	2.70480126
7/1/1989	3	4.60069422	1/1/2002	28	6.31683246
1/1/1990	4	3.74903283	7/1/2002	29	3.10325204
7/1/1990	5	4.65083441	1/1/2003	30	8.02493477
1/1/1991	6	3.69889264	7/1/2003	31	2.33715817
7/1/1991	7	4.70687842	1/1/2004	32	8.30740354
1/1/1992	8	3.64284863	7/1/2004	33	2.05468939
7/1/1992	9	4.76952142	1/1/2005	34	8.54434033
1/1/1993	10	3.70855462	7/1/2005	35	1.81775260
7/1/1993	11	4.83954041	1/1/2006	36	8.93111917
1/1/1994	12	3.63853563	7/1/2006	37	1.43097376
7/1/1994	13	4.51761689	1/1/2007	38	9.36344003
1/1/1995	14	3.96045915	7/1/2007	39	.99865291
7/1/1995	15	4.33930432	1/1/2008	40	9.84666516
1/1/1996	16	4.13877172	7/1/2008	41	.51542778
7/1/1996	17	4.34824235	1/1/2009	42	10.36209293
1/1/1997	18	4.12983369	7/1/2009	43	.00000000
7/1/1997	19	7.75706269	1/1/2010	44	10.36209293
1/1/1998	20	4.64314332	7/1/2010	45	.00000000
7/1/1998	21	4.55594607	1/1/2011	46	3.83068349
1/1/1999	22	4.41225740	7/1/2011	47	6.53140944
7/1/1999	23	4.06581864	1/1/2012	48	.00000000
1/1/2000	24	5.20164900	7/1/2012	49	10.36209293
7/1/2000	25	3.27642704	1/1/2013	50	<u>0.00000000</u>

YP-4817/M  
8/5/92

ANNEX II TO LEASE SUPPLEMENT NO. 2

To Lease  
(as amended by Lease  
Supplement No. 2)

-Stipulated Loss Values-

Stipulated Loss Value Date	Stipulated Loss Value Percentage	Stipulated Loss Value Date	Stipulated Loss Value Percentage	Stipulated Loss Value Date	Stipulated Loss Value Percentage
01-Jan-88	104.82341667%	01-Jan-92	113.86435465%	01-Jan-96	108.76394070%
01-Feb-88	105.96320318%	01-Feb-92	114.48444770%	01-Feb-96	109.34660893%
01-Mar-88	107.09521654%	01-Mar-92	115.10458356%	01-Mar-96	109.92932738%
01-Apr-88	108.19545466%	01-Apr-92	115.72476238%	01-Apr-96	110.51209610%
01-May-88	109.30053200%	01-May-92	116.34498430%	01-May-96	111.09491533%
01-Jun-88	110.37354624%	01-Jun-92	116.96524947%	01-Jun-96	111.67778523%
01-Jul-88	106.89527279%	01-Jul-92	112.81603663%	01-Jul-96	107.91246361%
01-Aug-88	107.97074300%	01-Aug-92	113.42594820%	01-Aug-96	108.48669431%
01-Sep-88	109.01390472%	01-Sep-92	114.03590345%	01-Sep-96	109.06097612%
01-Oct-88	110.06136673%	01-Oct-92	114.64590252%	01-Oct-96	109.63530927%
01-Nov-88	111.11317466%	01-Nov-92	115.25594550%	01-Nov-96	110.20969393%
01-Dec-88	112.13242079%	01-Dec-92	115.86603269%	01-Dec-96	110.78604573%
01-Jan-89	109.36182014%	01-Jan-93	112.76760946%	01-Jan-97	107.23070023%
01-Feb-89	110.38919771%	01-Feb-93	113.37778525%	01-Feb-97	107.80524044%
01-Mar-89	111.40428186%	01-Mar-93	113.98800558%	01-Mar-97	108.37983284%
01-Apr-89	112.38829279%	01-Apr-93	114.59827061%	01-Apr-97	108.95447766%
01-May-89	113.37597104%	01-May-93	115.20858054%	01-May-97	109.52917497%
01-Jun-89	114.33228299%	01-Jun-93	115.81893540%	01-Jun-97	110.10392499%
01-Jul-89	110.69127189%	01-Jul-93	111.58979497%	01-Jul-97	102.92166522%
01-Aug-89	111.64688537%	01-Aug-93	112.18857045%	01-Aug-97	103.45570573%
01-Sep-89	112.57086956%	01-Sep-93	112.78739131%	01-Sep-97	103.98979947%
01-Oct-89	113.49795884%	01-Oct-93	113.38625777%	01-Oct-97	104.52394662%
01-Nov-89	114.42818601%	01-Nov-93	113.98517001%	01-Nov-97	105.05814737%
01-Dec-89	115.32651220%	01-Dec-93	114.58412810%	01-Dec-97	105.59513482%
01-Jan-90	112.47863592%	01-Jan-94	111.54459659%	01-Jan-98	101.48906213%
01-Feb-90	113.38265294%	01-Feb-94	112.14364696%	01-Feb-98	102.01198711%
01-Mar-90	114.27397289%	01-Mar-94	112.74274362%	01-Mar-98	102.53652735%
01-Apr-90	115.13314022%	01-Apr-94	113.34188683%	01-Apr-98	103.06533429%
01-May-90	115.99471896%	01-May-94	113.94107665%	01-May-98	103.59428722%
01-Jun-90	116.82382721%	01-Jun-94	114.54031327%	01-Jun-98	104.12755318%
01-Jul-90	113.00419127%	01-Jul-94	110.62198000%	01-Jul-98	100.09201384%
01-Aug-90	113.82914520%	01-Aug-94	111.21197524%	01-Aug-98	100.61247574%
01-Sep-90	114.62132611%	01-Sep-94	111.80201769%	01-Sep-98	101.13299303%
01-Oct-90	115.41529151%	01-Oct-94	112.39210763%	01-Oct-98	101.65356588%
01-Nov-90	116.21106005%	01-Nov-94	112.98224510%	01-Nov-98	102.17419455%
01-Dec-90	116.97374327%	01-Dec-94	113.57243032%	01-Dec-98	102.69487910%
01-Jan-91	114.03900278%	01-Jan-95	110.20220433%	01-Jan-99	98.80336238%
01-Feb-91	114.80463909%	01-Feb-95	110.79248556%	01-Feb-99	99.31127857%
01-Mar-91	115.55626064%	01-Mar-95	111.38281495%	01-Mar-99	99.81925132%
01-Apr-91	116.27450882%	01-Apr-95	111.97319272%	01-Apr-99	100.32728069%
01-May-91	116.99375052%	01-May-95	112.56361903%	01-May-99	100.83536699%
01-Jun-91	117.67927267%	01-Jun-95	113.15409409%	01-Jun-99	101.34742826%
01-Jul-91	113.65856008%	01-Jul-95	109.40531364%	01-Jul-99	97.78981023%
01-Aug-91	114.33603561%	01-Aug-95	109.98768432%	01-Aug-99	98.29806824%
01-Sep-91	114.97944468%	01-Sep-95	110.57010419%	01-Sep-99	98.80638385%
01-Oct-91	115.62314687%	01-Oct-95	111.15257345%	01-Oct-99	99.31475728%
01-Nov-91	116.26714509%	01-Nov-95	111.73509217%	01-Nov-99	99.82318877%
01-Dec-91	116.88715290%	01-Dec-95	112.32009416%	01-Dec-99	100.33167846%

ANNEX II TO LEASE SUPPLEMENT NO. 2 Exhibit B

To Lease  
(as amended by Lease  
Supplement No. 2)

-Stipulated Loss Values-

Stipulated Loss Value Date	Stipulated Loss Value Percentage	Stipulated Loss Value Date	Stipulated Loss Value Percentage	Stipulated Loss Value Date	Stipulated Loss Value Percentage
01-Jan-2000	95.63857748%	01-Jan-2004	78.22244052%	01-Jan-2008	54.34719516%
01-Feb-2000	96.12627215%	01-Feb-2004	78.60764127%	01-Feb-2008	54.70713350%
01-Mar-2000	96.61402562%	01-Mar-2004	78.99762764%	01-Mar-2008	55.07623881%
01-Apr-2000	97.10183802%	01-Apr-2004	79.39875597%	01-Apr-2008	55.46431271%
01-May-2000	97.58970958%	01-May-2004	79.80035608%	01-May-2008	55.85542968%
01-Jun-2000	98.08157859%	01-Jun-2004	80.21322097%	01-Jun-2008	56.26574897%
01-Jul-2000	95.29314206%	01-Jul-2004	78.57199241%	01-Jul-2008	56.16391978%
01-Aug-2000	95.78119231%	01-Aug-2004	78.98605492%	01-Aug-2008	56.58083200%
01-Sep-2000	96.26975445%	01-Sep-2004	79.41151380%	01-Sep-2008	57.01721996%
01-Oct-2000	96.75838159%	01-Oct-2004	79.83770137%	01-Oct-2008	57.45716348%
01-Nov-2000	97.24707395%	01-Nov-2004	80.26462494%	01-Nov-2008	57.90069985%
01-Dec-2000	97.74070078%	01-Dec-2004	80.70308042%	01-Dec-2008	58.36399430%
01-Jan-2001	92.46117049%	01-Jan-2005	72.55711399%	01-Jan-2009	48.45844439%
01-Feb-2001	92.92766176%	01-Feb-2005	72.91643603%	01-Feb-2009	48.83285113%
01-Mar-2001	93.39643630%	01-Mar-2005	73.28099478%	01-Mar-2009	49.21823332%
01-Apr-2001	93.87079264%	01-Apr-2005	73.65766112%	01-Apr-2009	49.62545470%
01-May-2001	94.34535136%	01-May-2005	74.03495329%	01-May-2009	50.03683279%
01-Jun-2001	94.82555263%	01-Jun-2005	74.42448779%	01-Jun-2009	50.47032618%
01-Jul-2001	92.60030599%	01-Jul-2005	72.99703168%	01-Jul-2009	50.90825535%
01-Aug-2001	93.08011705%	01-Aug-2005	73.38809785%	01-Aug-2009	51.35066694%
01-Sep-2001	93.56562539%	01-Sep-2005	73.79155177%	01-Sep-2009	51.81552318%
01-Oct-2001	94.05145274%	01-Oct-2005	74.19591454%	01-Oct-2009	52.28514787%
01-Nov-2001	94.53760212%	01-Nov-2005	74.60119541%	01-Nov-2009	52.75959125%
01-Dec-2001	95.02951497%	01-Dec-2005	75.01901408%	01-Dec-2009	53.25681916%
01-Jan-2002	89.19138051%	01-Jan-2006	66.50389055%	01-Jan-2010	43.20664233%
01-Feb-2002	89.64325076%	01-Feb-2006	66.85646363%	01-Feb-2010	43.52169259%
01-Mar-2002	90.09778473%	01-Mar-2006	67.21524803%	01-Mar-2010	43.84787198%
01-Apr-2002	90.56022887%	01-Apr-2006	67.58810120%	01-Apr-2010	44.19525137%
01-May-2002	91.02303157%	01-May-2006	67.96222074%	01-May-2010	44.54614128%
01-Jun-2002	91.49383163%	01-Jun-2006	68.35057160%	01-Jun-2010	44.91849355%
01-Jul-2002	88.85060863%	01-Jul-2006	67.30937937%	01-Jul-2010	45.29462154%
01-Aug-2002	89.31096902%	01-Aug-2006	67.70060618%	01-Aug-2010	45.67456490%
01-Sep-2002	89.77929932%	01-Sep-2006	68.10624527%	01-Sep-2010	46.07627868%
01-Oct-2002	90.24804872%	01-Oct-2006	68.51349762%	01-Oct-2010	46.48207943%
01-Nov-2002	90.71722093%	01-Nov-2006	68.92238020%	01-Nov-2010	46.89201023%
01-Dec-2002	91.19445567%	01-Dec-2006	69.34586152%	01-Dec-2010	47.32402935%
01-Jan-2003	83.62348819%	01-Jan-2007	60.40482141%	01-Jan-2011	43.85937720%
01-Feb-2003	84.03844627%	01-Feb-2007	60.75695783%	01-Feb-2011	44.22911210%
01-Mar-2003	84.45706404%	01-Mar-2007	61.11665924%	01-Mar-2011	44.61055179%
01-Apr-2003	84.88607277%	01-Apr-2007	61.49270064%	01-Apr-2011	45.01377310%
01-May-2003	85.31549659%	01-May-2007	61.87080450%	01-May-2011	45.42109294%
01-Jun-2003	85.75542586%	01-Jun-2007	62.26544355%	01-Jun-2011	45.85046926%
01-Jul-2003	83.85725780%	01-Jul-2007	61.66368341%	01-Jul-2011	39.63278492%
01-Aug-2003	84.29676809%	01-Aug-2007	62.06287149%	01-Aug-2011	39.94965158%
01-Sep-2003	84.74688979%	01-Sep-2007	62.47881194%	01-Sep-2011	40.28760756%
01-Oct-2003	85.19764935%	01-Oct-2007	62.89723765%	01-Oct-2011	40.62896228%
01-Nov-2003	85.64905310%	01-Nov-2007	63.31817454%	01-Nov-2011	40.97375133%
01-Dec-2003	86.11119379%	01-Dec-2007	63.75610015%	01-Dec-2011	41.33992558%

ANNEX II TO LEASE SUPPLEMENT NO. 2

Exhibit B  
To Lease  
(as amended b  
Supplement No.

-Stipulated Loss Values-

Stipulated Loss Value Date -----	Stipulated Loss Value Percentage -----
01-Jan-2012	41.70979758%
01-Feb-2012	42.08340612%
01-Mar-2012	42.46875251%
01-Apr-2012	42.87591409%
01-May-2012	43.28720797%
01-Jun-2012	43.72059247%
01-Jul-2012	33.60587092%
01-Aug-2012	34.99999998%
01-Sep-2012	34.99999998%
01-Oct-2012	34.99999998%
01-Nov-2012	34.99999998%
01-Dec-2012	34.99999998%
01-Jan-2013	34.99999998%