

0-150A107

CRAVATH, SWAINE & MOORE

WORLDWIDE PLAZA  
825 EIGHTH AVENUE  
NEW YORK, N. Y. 10019

TELEPHONE: (212) 474-1000  
FACSIMILE: (212) 474-3700

WRITER'S DIRECT DIAL NUMBER

33 KING WILLIAM STREET  
LONDON EC4R 9DU ENGLAND  
TELEPHONE: 1-806-1421  
FACSIMILE: 1-860-1150

ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
BENJAMIN F. CRANE  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL  
FREDERICK A.O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
HERBERT L. CAMP  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS

MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
STUART W. GOLD  
JOHN W. WHITE  
JOHN E. BEERBOWER  
EVAN R. CHESLER  
PATRICIA GEOGHEGAN  
D. COLLIER KIRKHAM  
MICHAEL L. SCHLER  
DANIEL P. CUNNINGHAM  
KRIS F. HEINZELMAN  
B. ROBBINS KIESSLING  
ROGER D. TURNER  
PHILIP A. GELSTON  
RORY O. MILLSON  
NEIL P. WESTREICH  
FRANCIS P. BARRON  
RICHARD W. CLARY  
WILLIAM P. ROGERS, JR.  
JAMES D. COOPER  
STEPHEN L. GORDON  
ROBERT A. KINDLER  
DANIEL L. MOSLEY  
GREGORY M. SHAW  
PETER S. WILSON  
JAMES C. VARDELL, III  
ROBERT H. BARON  
KEVIN J. GREHAN  
W. CLAYTON JOHNSON  
STEPHEN S. MADSEN

15785-F  
RECORDATION NO. FILED 1425

MAY 30 1990 3 15 PM  
INTERSTATE COMMERCE COMMISSION

May 29, 1990

Amendment Agreement No. 3 Dated as of May 1, 1990  
Amending Conditional Sale Agreement  
Filed under Recordation No. 15785 and  
Lease of Railroad Equipment Filed Under  
Recordation No. 15785-B

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, I enclose herewith on behalf of Trailer Train Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 3 dated as of May 1, 1990, among Mercantile-Safe Deposit and Trust Company, as Agent, Trailer Train Company, as Lessee, and Meridian Trust Company, as Trustee.

Amendment Agreement No. 3 amends the Conditional Sale Agreement and the Lease of Railroad Equipment to revise the schedules of debt amortization, equipment, rents and casualty and termination values.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 15785-F.

*Michael McGee*

*Conrad*

MAY 30 3 04 PM '90  
NOTOR OPERATING UNIT

Enclosed is a check for \$15 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to our messenger who has been instructed to wait.

Very truly yours,

*Laurance V. Goodrich*  
Laurance V. Goodrich

Noreta R. McGee, Secretary,  
Interstate Commerce Commission,  
Washington, D.C. 20423

Encls.

80A

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/30/90

OFFICE OF THE SECRETARY

Laurance V. Goodrich

Cravath, Swaine & Moore

Worldwide Plaza

825 Eighth Avenue

New York, N.Y. 10019

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 5/30/90 at 3:57:5pm, and assigned recordation number(s). 15715-F

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

Dec

[P81314]  
[CS&M Ref: 2164-804]

15785-F  
FILED 1423  
MAY 30 1990 - 3 15 PM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 3 dated as of May 1, 1990, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation ("Agent"), TRAILER TRAIN COMPANY, a Delaware corporation ("Lessee" or "Seller"), and MERIDIAN TRUST COMPANY, a Pennsylvania trust company, acting not in its individual capacity but solely as Trustee ("Trustee").

WHEREAS the Trustee and the Seller have entered into a Conditional Sale Agreement dated as of August 15, 1988 ("CSA");

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 15, 1988 ("Lease");

WHEREAS capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement referred to in the CSA and the Lease;

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on August 23, 1988, at 2:05 p.m., recordation number 15785 and 15785-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada, on August 23, 1988, at 2:50 p.m.;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 1 dated as of December 15, 1988, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 28, 1988, at 11:00 a.m., recordation number 15785-D, and deposited with the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 28, 1988, at 12:10 p.m.;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 2 dated as of March 30, 1989, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 11, 1989 at 12:10 p.m., recordation number 15785-E, and deposited with the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on April 11, 1988, at 10:36 a.m.;

WHEREAS the parties hereto now desire to amend the CSA and the Lease to show the actual road numbers of the Units delivered by category of Equipment and to amend the CSA and the Lease to reflect changes required pursuant to the third paragraph of Section 3 of the Lease; and

NOW THEREFORE, the parties hereto agree as follows:

1. Schedule I to the CSA (a copy of which is attached hereto) shall remain applicable to the CSA Indebtedness relating to the A Equipment defined in Section 2 below and Schedule I-AE to the CSA (a copy of which is attached hereto) shall remain applicable to the B Equipment defined in Section 2 below.
2. The CSA is hereby amended to delete Annex B to the CSA in its entirety and to substitute therefor Annex B-A hereto relating to the 464 units of Equipment described therein ("A Equipment") and Annex B-B hereto relating to the 40 units of Equipment described therein ("B Equipment").
3. The Lease is hereby amended to delete Schedule A to the Lease in its entirety and substitute therefor Schedule A-A hereto relating to the A Equipment and Schedule A-B hereto relating to the B Equipment hereto.
4. The Lease is hereby amended to delete Schedule B and Schedule B-AE to the Lease in their entirety and to substitute therefor Schedule B-A hereto applicable to the A Equipment and Schedule B-B hereto applicable to the B Equipment.
5. The Lease is hereby amended to delete Schedule C and Schedule C-AE to the Lease in their entirety and to substitute therefor Schedule C-A hereto applicable to the A Equipment and Schedule C-B hereto applicable to the B Equipment.
6. The debt ratio shown in clause (ii) of subparagraph (a) of the third paragraph of Article 4 of the CSA shall remain 76.67135% for the CSA Indebtedness relating to the A Equipment and shall remain 78.24331% for the for CSA Indebtedness relating to the B Equipment.
7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

9. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

10. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission and deposited with the Registrar General of Canada in accordance with the provisions of Article 18 of the CSA and Section 15 of the Lease.

11. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its

officer, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

TRAILER TRAIN COMPANY,

by



Treasurer

Executed on May 14, 19~~88~~90

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capacity  
but solely as Agent,

by

\_\_\_\_\_  
Vice President

Executed on May , 1989

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Trust Officer

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

by

\_\_\_\_\_  
Authorized Officer

Executed on May , 1989

officer, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

TRAILER TRAIN COMPANY,

by

\_\_\_\_\_  
Treasurer

Executed on May , 1989

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capacity  
but solely as Agent,

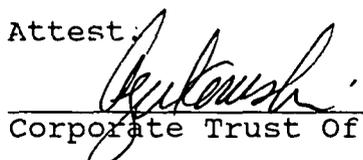
by

  
\_\_\_\_\_  
Vice President

Executed on May 14, 1989  
1990

[Corporate Seal]

Attest:

  
\_\_\_\_\_  
Corporate Trust Officer

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

by

\_\_\_\_\_  
Authorized Officer

Executed on May , 1989

officer, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

TRAILER TRAIN COMPANY,

by

\_\_\_\_\_  
Treasurer

Executed on May , 1989

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capacity  
but solely as Agent,

by

\_\_\_\_\_  
Vice President

Executed on May , 1989

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Trust Officer

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

by

  
\_\_\_\_\_  
Authorized Officer

Executed on May 21, ~~1989~~  
1990

SCHEDULE I

[P81313]

Allocation Schedule of Each \$10,000,000  
of 10.10% Conditional Sale Indebtedness

<u>Date</u>	<u>Debt Service</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Principal Balance</u>
Feb 1, 1989	\$ *	\$ *	\$0.00	\$10,000,000.00
Aug 1, 1989	504,999.98	504,999.98	0.00	10,000,000.00
Feb 1, 1990	727,146.32	504,999.98	222,146.34	9,777,853.66
Aug 1, 1990	493,781.58	493,781.58	0.00	9,777,853.66
Feb 1, 1991	738,364.60	493,781.58	244,583.02	9,533,270.64
Aug 1, 1991	481,430.16	481,430.16	0.00	9,533,270.64
Feb 1, 1992	750,716.14	481,430.16	269,285.98	9,263,984.66
Aug 1, 1992	467,831.20	467,831.20	0.00	9,263,984.66
Feb 1, 1993	764,315.09	467,831.20	296,483.89	8,967,500.77
Aug 1, 1993	452,858.86	452,858.86	0.00	8,967,500.77
Feb 1, 1994	779,287.57	452,858.86	326,428.71	8,641,072.06
Aug 1, 1994	436,374.21	436,374.21	0.00	8,641,072.06
Feb 1, 1995	795,772.21	436,374.21	359,398.00	8,281,674.06
Aug 1, 1995	418,224.54	418,224.54	0.00	8,281,674.06
Feb 1, 1996	813,921.76	418,224.54	395,697.22	7,885,976.84
Aug 1, 1996	398,241.85	398,241.85	0.00	7,885,976.84
Feb 1, 1997	786,374.31	398,241.85	388,132.46	7,497,844.38
Aug 1, 1997	378,641.17	378,641.17	0.00	7,497,844.38
Feb 1, 1998	1,787,795.96	378,641.17	1,409,154.79	6,088,689.59
Aug 1, 1998	307,478.87	307,478.87	0.00	6,088,689.59
Feb 1, 1999	859,331.55	307,478.87	551,852.68	5,536,836.91
Aug 1, 1999	279,610.31	279,610.31	0.00	5,536,836.91
Feb 1, 2000	975,567.40	279,610.31	695,957.09	4,840,879.82
Aug 1, 2000	244,464.46	244,464.46	0.00	4,840,879.82
Feb 1, 2001	1,184,896.19	244,464.46	940,431.73	3,900,448.09
Aug 1, 2001	196,972.66	196,972.66	0.00	3,900,448.09
Feb 1, 2002	1,368,127.20	196,972.66	1,171,154.54	2,729,293.55
Aug 1, 2002	137,829.32	137,829.32	0.00	2,729,293.55
Feb 1, 2003	1,433,561.69	137,829.32	1,295,732.37	1,433,561.18
Aug 1, 2003	72,394.84	72,394.84	0.00	1,433,561.18
Feb 1, 2004	1,505,956.02	72,394.84	1,433,561.18	0.00
Aug 1, 2004	0.00	0.00	0.00	0.00
Feb 1, 2005	0.00	0.00	0.00	0.00
			<u>\$10,000,000.00</u>	

\* Interest only to the extent accrued will be payable on this date.

SCHEDULE 1

Allocation Schedule of Each \$1,000,000  
of 10.10% Conditional Sale Indebtedness

PAYMENT DATE	DEBT SERVICE	INTEREST PAYMENT	PRINCIPAL PAYMENT	Loan Balance
2/01/89	\$9,408.22	\$9,408.22	\$0.00	\$1,000,000.00
8/01/89	\$50,500.00	\$50,500.00	\$0.00	\$1,000,000.00
2/01/90	\$69,486.58	\$50,500.00	\$18,986.58	\$981,013.42
8/01/90	\$49,541.18	\$49,541.18	\$0.00	\$981,013.42
2/01/91	\$70,445.40	\$49,541.18	\$20,904.22	\$960,109.20
8/01/91	\$48,485.51	\$48,485.51	\$0.00	\$960,109.20
2/01/92	\$71,501.07	\$48,485.51	\$23,015.56	\$937,093.64
8/01/92	\$47,323.23	\$47,323.23	\$0.00	\$937,093.64
2/01/93	\$72,663.35	\$47,323.23	\$25,340.12	\$911,753.52
8/01/93	\$46,043.55	\$46,043.55	\$0.00	\$911,753.52
2/01/94	\$73,943.03	\$46,043.55	\$27,899.48	\$883,854.04
8/01/94	\$44,634.63	\$44,634.63	\$0.00	\$883,854.04
2/01/95	\$75,351.95	\$44,634.63	\$30,717.32	\$853,136.72
8/01/95	\$43,083.40	\$43,083.40	\$0.00	\$853,136.72
2/01/96	\$76,903.18	\$43,083.40	\$33,819.78	\$819,316.94
8/01/96	\$41,375.51	\$41,375.51	\$0.00	\$819,316.94
2/01/97	\$78,611.07	\$41,375.51	\$37,235.56	\$782,081.38
8/01/97	\$39,495.11	\$39,495.11	\$0.00	\$782,081.38
2/01/98	\$107,155.16	\$39,495.11	\$67,660.05	\$714,421.33
8/01/98	\$146,650.27	\$36,078.28	\$110,571.99	\$603,849.34
2/01/99	\$30,494.39	\$30,494.39	\$0.00	\$603,849.34
8/01/99	\$116,155.87	\$30,494.39	\$85,661.48	\$518,187.86
2/01/00	\$125,497.91	\$26,168.49	\$99,329.42	\$418,858.44
8/01/00	\$21,152.35	\$21,152.35	\$0.00	\$418,858.44
2/01/01	\$131,047.62	\$21,152.35	\$109,895.27	\$308,963.17
8/01/01	\$15,602.64	\$15,602.64	\$0.00	\$308,963.17
2/01/02	\$137,187.67	\$15,602.64	\$121,585.03	\$187,378.14
8/01/02	\$9,462.60	\$9,462.60	\$0.00	\$187,378.14
2/01/03	\$129,499.76	\$9,462.60	\$120,037.16	\$67,340.98
8/01/03	\$17,150.51	\$3,400.72	\$13,749.79	\$53,591.19
2/01/04	\$56,297.55	\$2,706.36	\$53,591.19	\$0.00
8/01/04	\$0.00	\$0.00	\$0.00	\$0.00
2/01/05	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$2,052,150.27</b>	<b>\$1,052,150.27</b>	<b>\$1,000,000.00</b>	

05/03/90  
L30AFIN

TRAILER TRAIN COMPANY LEASE NO. 30A  
DATED AS OF AUGUST 15, 1988  
FINAL EQUIPMENT LIST

BUILDER/ CAR TYPE	QUANTITY	CAR NUMBERS (INCLUSIVE)	UNIT COST	TOTAL COST	DELIVERY PERIOD	CONTRACT
THRALL CAR MANUFACTURING CO.:						
CENTER-BEAM FLATCARS - TTZX	16	86707-86774 86776 86790-86792 86797-86806	\$42,200.00	\$675,200.00	JANUARY 1988	T-5A87-T
	50	86807-86856	\$45,005.17	\$2,250,258.50	SEPTEMBER 1988	T-4087-T
	50	86857-86906	\$45,017.07	\$2,250,853.50	NOVEMBER 1988	T-4087-T
GUNDERSON, INC.:						
CENTER-BEAM FLATCARS - TTZX	25	83800-83824	\$48,686.62	\$1,217,165.50	JUNE 1988	T-4087-F
TRINITY INDUSTRIES, INC.:						
FIVE-PLATFORM ARTICULATED SPINE FLATCARS FOR CARRYING CONTAINERS- NTTX	40	66060-66099	\$105,117.00	\$4,204,680.00	JULY-NOV. 1988	T-5A87-P
	6	66100-66105	\$110,017.50	\$660,105.00	DECEMBER 1988	T-4088-P
SINGLE-PLATFORM FRONT RUNNER FLATCARS FOR CARRYING TRAILERS- TTOX	6	145595-145600	\$30,932.90	\$185,597.40	DECEMBER 1988	T-1088-P
BETHLEHEM STEEL CORP.:						
FIVE-PLATFORM ARTICULATED SPINE FLATCARS FOR CARRYING CONTAINERS- NTTX	30	67090-67119	\$97,329.54	\$2,919,886.20	OCT.-DEC. 1988	T-1088-B
	1	67120	\$99,121.17	\$99,121.17	OCTOBER 1988	T-1088-B
	30	67140-67169	\$96,812.54	\$2,904,376.20	NOV.-DEC. 1988	T-1088-B
	9	67190-67198	\$100,423.17	\$903,808.53	DECEMBER 1988	T-4088-B

Annex B-A to CSA  
Schedule A-A to Lease

05/03/90  
L30AFIN

TRAILER TRAIN COMPANY LEASE NO. 30A  
DATED AS OF AUGUST 15, 1988  
FINAL EQUIPMENT LIST

<u>BUILDER/ CAR TYPE</u>	<u>QUANTITY</u>	<u>CAR NUMBERS (INCLUSIVE)</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>	<u>DELIVERY PERIOD</u>	<u>CONTRACT</u>
FIVE-PLATFORM ARTICULATED "IMPACT FLATCARS FOR CARRYING TRAILERS- TTLX	100	60200-60299	\$123,790.00	\$12,379,000.00	MARCH - MAY 1988	T-6087-B
	87	60300-60357 60359-60384 60386 60390-60391	\$122,900.00	\$10,692,300.00	MAY - AUG. 1988	T-6087-B
	13	60358,60385 60387-60389 60392-60399	\$123,712.98	\$1,608,268.74	AUG. - SEPT. 1988	T-6087-B
 HYUNDAI PRECISION & IND. CO., LTD.:						
FIVE-PLATFORM ARTICULATED SPINE FLATCARS FOR CARRYING CONTAINERS- NTTX	1	68009	\$89,867.00	\$89,867.00	JUNE 1988	T-5087-H
	<u>464</u>			<u>\$43,040,487.74</u>		

Annex B-A to CSA  
Schedule A-A to Lease

05/03/90  
L30BFIN

TRAILER TRAIN COMPANY LEASE NO. 30B  
DATED AS OF AUGUST 15, 1988  
FINAL EQUIPMENT LIST

<u>BUILDER/ CAR TYPE</u>	<u>QUANTITY</u>	<u>CAR NUMBERS (INCLUSIVE)</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>	<u>DELIVERY PERIOD</u>	<u>CONTRACT</u>
BETHLEHEM STEEL CORP.:						
FIVE-PLATFORM ARTICULATED SPINE FLATCARS FOR CARRYING CONTAINERS- NTTX	39	67121-67139 67170-67189	\$99,121.17	\$3,865,725.63	OCT. - DEC. 1988	T-1088-B
	1	67199	\$100,423.17	\$100,423.17	DECEMBER 1988	T-4088-B
	<u>40</u>			<u>\$3,966,148.80</u>		

Annex B-B to CSA  
Schedule A-B to Lease

Schedule B-A to  
the LeaseBasic Rent Schedule  
Percentage of Purchase Price\*

Rental Date -----	Advance Rent -----	Arrears Rent -----
8/01/89	0.00000	3.87190
2/01/90	0.00000	5.57513
8/01/90	0.00000	3.78589
2/01/91	0.00000	5.66114
8/01/91	0.00000	3.69119
2/01/92	0.00000	5.75584
8/01/92	0.00000	3.58693
2/01/93	0.00000	5.86011
8/01/93	0.00000	3.47213
2/01/94	0.00000	5.97490
8/01/94	0.00000	3.34574
2/01/95	0.00000	6.10129
8/01/95	0.00000	3.20658
2/01/96	0.00000	6.24045
8/01/96	0.00000	3.05337
2/01/97	0.00000	6.39366
8/01/97	0.00000	2.90309
2/01/98	5.06399	8.64328
8/01/98	6.48238	0.00000
2/01/99	6.58861	0.00000
8/01/99	4.95776	0.00000
2/01/00	7.47981	0.00000
8/01/00	4.06657	0.00000
2/01/01	9.08476	0.00000
8/01/01	2.46161	0.00000
2/01/02	10.48962	0.00000
8/01/02	1.05676	0.00000
2/01/03	10.99131	0.00000
8/01/03	0.55506	0.00000
2/01/04	11.54637	0.00000
8/01/04	0.00000	0.00000
2/01/05	0.00000	0.00000

Renewal Period  
-----

8/01/05	0.00000	2.62418
2/01/06	0.00000	2.62418
8/01/06	0.00000	2.62418
2/01/07	0.00000	2.62418
8/01/07	0.00000	2.62418
2/01/08	0.00000	2.62418
8/01/08	0.00000	2.62418
2/01/09	0.00000	2.62418

\*As defined in Article 4 of the CSA.

Schedule B-B to  
the LeaseBasic Rent Schedule  
Percentage of Purchase Price\*

Rental Date -----	Advance Rent -----	Arrears Rent -----
8/01/89	0.00000	3.95129
2/01/90	0.00000	5.43686
8/01/90	0.00000	3.87627
2/01/91	0.00000	5.51188
8/01/91	0.00000	3.79367
2/01/92	0.00000	5.59448
8/01/92	0.00000	3.70273
2/01/93	0.00000	5.68542
8/01/93	0.00000	3.60260
2/01/94	0.00000	5.78555
8/01/94	0.00000	3.49236
2/01/95	0.00000	5.89579
8/01/95	0.00000	3.37099
2/01/96	0.00000	6.01716
8/01/96	0.00000	3.23736
2/01/97	0.00000	6.15079
8/01/97	0.00000	3.09023
2/01/98	0.00000	8.38417
8/01/98	11.47440	0.00000
2/01/99	2.38598	0.00000
8/01/99	9.08842	0.00000
2/01/00	9.81937	0.00000
8/01/00	1.65503	0.00000
2/01/01	10.25360	0.00000
8/01/01	1.22080	0.00000
2/01/02	10.73402	0.00000
8/01/02	0.74038	0.00000
2/01/03	10.13249	0.00000
8/01/03	1.34191	0.00000
2/01/04	4.40491	0.00000
8/01/04	7.06950	0.00000
2/01/05	0.00000	0.00000

Renewal Period  
-----

8/01/05	0.00000	2.60782
2/01/06	0.00000	2.60782
8/01/06	0.00000	2.60782
2/01/07	0.00000	2.60782
8/01/07	0.00000	2.60782
2/01/08	0.00000	2.60782
8/01/08	0.00000	2.60782
2/01/09	0.00000	2.60782

\*As defined in Article 4 of the CSA.

Schedule C-A  
to the Lease

Casualty Values\*

Dates -----	Casualty Values as Percentage of Purchase Price -----
1 FEB 1989	104.64036
1 AUG 1989	109.95728
1 FEB 1990	111.13937
1 AUG 1990	110.30987
1 FEB 1991	111.08986
1 AUG 1991	109.75199
1 FEB 1992	110.26323
1 AUG 1992	108.50778
1 FEB 1993	108.84390
1 AUG 1993	106.71613
1 FEB 1994	106.89678
1 AUG 1994	104.36846
1 FEB 1995	104.39066
1 AUG 1995	101.49595
1 FEB 1996	101.49595
1 AUG 1996	98.30887
1 FEB 1997	98.31076
1 AUG 1997	94.84477
1 FEB 1998	94.93775
1 FEB 1998	94.93775
1 AUG 1998	83.77520
1 FEB 1999	79.66563
1 AUG 1999	75.33113
1 FEB 2000	72.53312
1 AUG 2000	67.03856
1 FEB 2001	64.90813
1 AUG 2001	57.50818
1 FEB 2002	56.78656
1 AUG 2002	47.71491
1 FEB 2003	48.22242
1 AUG 2003	38.45076
1 FEB 2004	39.28950
1 AUG 2004	28.76851
1 FEB 2005 and thereafter	30.00000

The Casualty Value of each Unit as of any date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite each date.

Schedule C-B  
to the Lease

## Casualty Values\*

Dates -----	Casualty Values as Percentage of Purchase Price -----
1 FEB 1989	102.27998
1 AUG 1989	107.49953
1 FEB 1990	108.48397
1 AUG 1990	107.66404
1 FEB 1991	108.20383
1 AUG 1991	106.85655
1 FEB 1992	107.08552
1 AUG 1992	105.30366
1 FEB 1993	105.32319
1 AUG 1993	103.24037
1 FEB 1994	103.24037
1 AUG 1994	100.94719
1 FEB 1995	100.94719
1 AUG 1995	98.42239
1 FEB 1996	98.42239
1 AUG 1996	95.64258
1 FEB 1997	95.64258
1 AUG 1997	92.58202
1 FEB 1998	92.58202
1 FEB 1998	92.58202
1 AUG 1998	87.02073
1 FEB 1999	77.93231
1 AUG 1999	77.94362
1 FEB 2000	70.98971
1 AUG 2000	63.02248
1 FEB 2001	63.34547
1 AUG 2001	54.77135
1 FEB 2002	55.38110
1 AUG 2002	46.15950
1 FEB 2003	47.11143
1 AUG 2003	38.38949
1 FEB 2004	38.61597
1 AUG 2004	35.79082
1 FEB 2005 and thereafter	30.00000

The Casualty Value of each Unit as of any date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite each date.

CERTIFICATE OF TRUE COPY

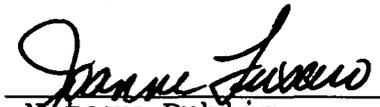
STATE OF NEW YORK )  
                          )    ss:  
COUNTY OF NEW YORK)

I, Laurance V. Goodrich, a member of the Bar of the State of New York, do hereby certify that I have compared the attached copies of the attached documents with an executed original counterpart thereof and find the said attached copies to be in all respects true, correct and complete copies of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature this 29th day of May, 1990.

  
\_\_\_\_\_  
Laurance V. Goodrich

Subscribed and sworn to  
before me this 29th day  
of May, 1990

  
\_\_\_\_\_  
Notary Public

My Commission expires:

**JOANNE FUSARO**  
Notary Public, State of New York  
No. 24-4836034  
Qualified in Kings County  
Commission Expires January 31, 1992