

2-050A039

SIDLEY & AUSTIN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 853-7000
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LONDON
SINGAPORE
TOKYO

LOS ANGELES
NEW YORK
WASHINGTON, D.C.

125th
Anniversary
1866-1991

WRITER'S DIRECT NUMBER

(312) 853-7133

16129-F
FEB 19 1992 - 11 30 AM

February 18, 1992 INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and
Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Mildred Lee, Room 2303

Re: Recordation of Secondary Document

Dear Secretary:

Enclosed herewith for filing and recording pursuant to 49 U.S.C. § 11303 are one original and four copies of the following "secondary document" (as defined in the Commissions Rules for the Recordation of Documents):

Security Agreement-Trust Deed Supplement
No. 3 Re: Pullman Leasing Trust No. 88-4 dated as of December 13, 1991 between Wilmington Trust Company and State Street Bank and Trust Company of Connecticut, N.A.

This Supplement amends the Security Agreement-Trust Deed dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 16129-B, and previously supplemented by that certain (i) Security Agreement-Trust Deed Supplement No. 1 dated December 30, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 16129-C and (ii) Security Agreement-Trust Deed Supplement No. 2 dated as of July 15, 1989 which was recorded with the Interstate Commerce Commission on July 16, 1990 and given Recordation No. 16129-E.

Countrypart - CT. / Kaplan

16

16129-

FEB 19 11 29 AM '92
MOTOR OPERATING UNIT

Mr. Sidney L. Strickland, Jr.
Interstate Commerce Commission
February 18, 1992
Page 2

The foregoing document should be filed sequentially under the recordation number of the primary document to which it relates (i.e., assigned Recordation No. 16129-F). Enclosed is a check for \$16.00 in payment of the applicable recording fee.

For your records, the names and addresses of the parties to the Supplement are as follows:

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890
Attn: Ms. Carolyn Daniels

State Street Bank and Trust
Company of Connecticut, N.A.
750 Main Street
Suite 1114
Hartford, Connecticut 06103
Attn: Ms. Mary Lee Storrs

After recording, please return the original and all extra copies (other than copies retained by the Interstate Commerce Commission for recording), each bearing recordation data with respect to the filing, to the bearer of this letter.

Very truly yours,


James R. Looman

/jl

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

2/19/92

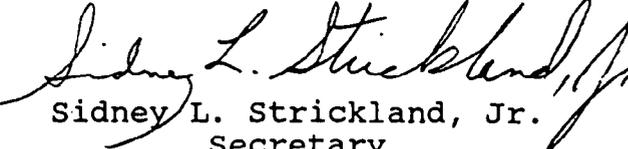
OFFICE OF THE SECRETARY

James R. Looman
SIDLEY & Austin
One First National Plaza
Chicago, Illinois 60603

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/19/92 at 11:30AM , and assigned recordation number(s). 16129-F.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

16129-F
FEB 19 1992 - 11 30 AM
INTERSTATE COMMERCE COMMISSION

Execution Copy

SECURITY AGREEMENT-TRUST DEED SUPPLEMENT NO. 3

Re: Pullman Leasing Trust No. 88-4

THIS SECURITY AGREEMENT-TRUST DEED SUPPLEMENT NO. 3 dated as of January 15, 1992 ("Supplement") is entered into between Wilmington Trust Company, a Delaware banking corporation, not individually but solely in its capacity as trustee (the "Owner-Trustee") under the Trust Agreement dated as of December 15, 1988 between the Owner-Trustee and NatWest USA Leasing Corp., a New York corporation, establishing Pullman Leasing Trust No. 88-4, and State Street Bank and Trust Company of Connecticut, N.A. as successor-in-interest to The Connecticut Bank and Trust Company, National Association (the "Security Trustee"). Capitalized terms used in this Supplement shall have the meanings assigned to such terms in Annex I to the "Security Agreement" (as defined below).

W I T N E S S E T H:

WHEREAS, the Owner-Trustee and the Security Trustee are parties to that certain Security Agreement-Trust Deed dated as of December 15, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 16129-B, as supplemented by that certain Security Agreement-Trust Deed Supplement No. 1 dated December 30, 1988 which was recorded with the Interstate Commerce Commission on December 30, 1988 and given Recordation No. 16129-C and further supplemented by that certain Security Agreement-Trust Deed Supplement No. 2 dated July 15, 1989 which was recorded with the Interstate Commerce Commission on July 16, 1990 and given Recordation No. 16129-E (the "Security Agreement");

WHEREAS, an incorrect amortization schedule to the Security Agreement was included in the above-referenced Security Agreement-Trust Deed Supplement No. 2; and

WHEREAS, the Owner-Trustee and the Security Trustee have agreed to amend and supplement the Security Agreement in accordance with the terms of Section 10.1(e) of the Security Agreement and on the terms and conditions hereinafter set forth solely for the purpose of affixing the correct amortization schedule to the Security Agreement which was intended to be affixed thereto pursuant to the terms of the above-referenced Security Agreement-Trust Deed Supplement No. 2;

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner-Trustee and the Security Trustee hereby agree as follows:

Section 1. Supplement to the Security Agreement. Effective as of July 15, 1989, subject to the fulfillment of the conditions precedent set forth in Section 2 below, Schedule 1 attached to the Security Agreement is hereby superseded, in its entirety, by Schedule 1 attached hereto and made a part of this Supplement.

Section 2. Conditions Precedent. This Supplement shall become effective as of July 15, 1989, upon Sidley & Austin's receipt of (i) thirty-one original counterparts of this Supplement, executed by the Owner-Trustee (signed by any Vice President, Assistant Vice President, Senior Financial Services Officer or Financial Services Officer of the Owner-Trustee) and the Security Trustee, and consented to by the institutions named on the consent pages attached hereto, and (ii) thirty-one original certificates executed by the Lessee addressed to the Note Purchasers, the Security Trustee and the Owner Trustee certifying as to the matters set forth in Section 3 below.

Section 3. Certification. The Owner-Trustee hereby certifies to each Note Purchaser and the Security Trustee that, after giving effect to this Supplement:

(a) the Macaulay Duration of any Note has not increased or decreased by more than four months in the aggregate from the Macaulay Duration of such Note on the Equipment Closing Date, and the final maturity date of such Note has not changed;

(b) the sum of the installments of principal and interest payable on the Notes on any date is not more than the installment of Fixed Rent payable on such date;

(c) the amount of Casualty Value and Termination Value payable on any date under the Lease with respect to any Item of Equipment is not less than the unpaid principal and interest amount of the Notes payable with respect to such Item on any Casualty Value payment date or Termination Value payment date; and

(d) the installments of Fixed Rent, Casualty Value and Termination Value are not below the amount necessary to discharge the installments of principal of and/or interest on the Notes due and payable on each Rent Payment Date, Casualty Value payment date or Termination Value payment date under the Lease.

Section 4. Representation and Warranty. The Owner-Trustee hereby represents and warrants that this Supplement constitutes a legal, valid and binding obligation of the Owner-Trustee, enforceable against the Owner-Trustee in accordance with its terms.

Section 5. Reference to and Effect on the Security Agreement.

- (a) Upon the effectiveness of this Supplement, each reference in the Security Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import shall mean and be a reference to the Security Agreement, as amended and supplemented hereby, and each reference to the Security Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Security Agreement shall mean and be a reference to the Security Agreement, as amended and supplemented hereby.
- (b) Except as specifically amended and supplemented above, the Security Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.
- (c) The execution, delivery and effectiveness of this Supplement shall not operate as a waiver of any right, power or remedy of the Security Trustee under the Security Agreement, nor constitute a waiver of any provision of the Security Agreement, except as specifically set forth herein.

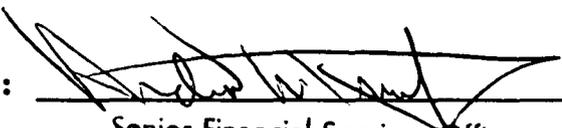
Section 6. Execution in Counterparts. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

Section 7. Governing Law. This Supplement shall be governed by and construed in accordance with the internal laws and decisions (as opposed to conflicts of law provisions) of the State of Illinois.

Section 8. Section Titles. The section titles contained in this Supplement are and shall be without substance, meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as trustee under
Pullman Leasing Trust No. 88-4

By: 
Title: Senior Financial Services Officer

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, N.A.,
as Security Trustee

By: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as trustee under
Pullman Leasing Trust No. 88-4

By: _____

Title: _____

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, N.A.,
as Security Trustee

By:  _____
Title: Assistant Vice President

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

On this ____ day of January, 1992 before me personally appeared Arden M. Knott, to me personally known, who being duly sworn, says that he is a Senior Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on January __, 1992 on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

VERNESSA E. ROBINSON
NOTARY PUBLIC
(My Commission expires October 12, 1992)

AMORTIZATION SCHEDULE

Loan Interest Rate: 10.65%

Date	Takedown	Principal Repayment	Interest	Debt Service	Balance
30-Dec-88	100.000000X	0.000000X	0.000000X	0.000000X	100.000000X
15-Jun-89	0.000000X	0.000000X	4.881250X	4.881250X	100.000000X
15-Dec-89	0.000000X	0.000000X	5.325000X	5.325000X	100.000000X
15-Jun-90	0.000000X	3.451728X	5.325000X	8.776728X	96.548272X
15-Dec-90	0.000000X	0.000000X	5.141191X	5.141191X	96.548272X
15-Jun-91	0.000000X	5.745296X	5.141191X	10.886488X	90.802976X
15-Dec-91	0.000000X	0.000000X	4.835257X	4.835257X	90.802976X
15-Jun-92	0.000000X	6.909181X	4.835257X	11.744438X	83.893795X
15-Dec-92	0.000000X	0.000000X	4.467346X	4.467346X	83.893795X
15-Jun-93	0.000000X	7.890135X	4.467346X	12.357480X	76.003660X
15-Dec-93	0.000000X	0.000000X	4.047197X	4.047197X	76.003660X
15-Jun-94	0.000000X	8.730440X	4.047197X	12.776377X	67.273221X
15-Dec-94	0.000000X	0.000000X	3.582297X	3.582297X	67.273221X
15-Jun-95	0.000000X	13.399083X	3.582297X	16.981380X	53.874137X
15-Dec-95	0.000000X	0.000000X	2.868794X	2.868794X	53.874137X
15-Jun-96	0.000000X	14.826079X	2.868794X	17.694873X	39.048058X
15-Dec-96	0.000000X	0.000000X	2.079306X	2.079306X	39.048058X
15-Jun-97	0.000000X	16.405057X	2.079306X	18.484364X	22.643000X
15-Dec-97	0.000000X	0.000000X	1.205741X	1.205741X	22.643000X
15-Jun-98	0.000000X	18.152202X	1.205741X	19.357943X	4.490798X
15-Dec-98	0.000000X	0.000000X	0.239132X	0.239132X	4.490798X
15-Jun-99	0.000000X	4.490798X	0.239132X	4.729930X	0.000000X
	100.000000X	100.000000X	72.463774X	172.463774X	

(Pullman Leasing Trust No. 88-4 - Combined)

Schedule 1
(to Security Agreement - Trust Deed)

CONSENTS TO SECURITY AGREEMENT-
TRUST DEED SUPPLEMENT NO. 2

Re: Pullman Leasing Trust No. 88-4

Each of the following hereby consents to the execution, delivery and performance of the foregoing Supplement by the parties thereto and the terms and provisions contained therein:

PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY

By: Frederick A. Bell
Title: Frederick A. Bell
Director - Securities Investment

By: Richard W. Waugh
Title: RICHARD W. WAUGH
Vice President -
Securities Analysis and Strategy

OHIO NATIONAL LIFE ASSURANCE
CORPORATION

By: _____
Title: _____

WOODMEN ACCIDENT AND LIFE
COMPANY

By: _____
Title: _____

THE MANHATTAN LIFE INSURANCE
COMPANY, as Nominee for
J.C. Orr & Co.

By: _____
Title: _____

UNITED OF OMAHA LIFE INSURANCE
COMPANY

By: _____
Title: _____

MUTUAL OF OMAHA INSURANCE
COMPANY, as Nominee for
HOB & Co.

By: _____
Title: _____

THE UNION CENTRAL LIFE
INSURANCE COMPANY

By: _____
Title: _____

MANHATTAN NATIONAL LIFE
INSURANCE COMPANY, as
Nominee for EMSEG & Co.

By: _____
Title: _____

CONSENTS TO SECURITY AGREEMENT-
TRUST DEED SUPPLEMENT NO. 2

Re: Pullman Leasing Trust No. 88-4

Each of the following hereby consents to the execution, delivery and performance of the foregoing Supplement by the parties thereto and the terms and provisions contained therein:

PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY

By: _____
Title: _____

By: _____
Title: _____

UNITED OF OMAHA LIFE INSURANCE
COMPANY

By: _____
Title: _____

OHIO NATIONAL LIFE ASSURANCE
CORPORATION

By: *Michael A. Boedeker*
Title: Michael A. Boedeker
Vice President, Fixed Income Securities

MUTUAL OF OMAHA INSURANCE
COMPANY, as Nominee for
HOB & Co.

By: _____
Title: _____

WOODMEN ACCIDENT AND LIFE
COMPANY

By: _____
Title: _____

THE UNION CENTRAL LIFE
INSURANCE COMPANY

By: _____
Title: _____

THE MANHATTAN LIFE INSURANCE
COMPANY, as Nominee for
J.C. Orr & Co.

By: _____
Title: _____

MANHATTAN NATIONAL LIFE
INSURANCE COMPANY, as
Nominee for EMSEG & Co.

By: _____
Title: _____

CONSENTS TO SECURITY AGREEMENT-
TRUST DEED SUPPLEMENT NO. 2

Re: Pullman Leasing Trust No. 88-4

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PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY

By: _____
Title: _____

By: _____
Title: _____

OHIO NATIONAL LIFE ASSURANCE
CORPORATION

By: _____
Title: _____

WOODMEN ACCIDENT AND LIFE
COMPANY

By: *M. Z. W. [Signature]*
Title: Senior Vice President
and Treasurer

THE MANHATTAN LIFE INSURANCE
COMPANY, as Nominee for
J.C. Orr & Co.

By: _____
Title: _____

UNITED OF OMAHA LIFE INSURANCE
COMPANY

By: _____
Title: _____

MUTUAL OF OMAHA INSURANCE
COMPANY, as Nominee for
HOB & Co.

By: _____
Title: _____

THE UNION CENTRAL LIFE
INSURANCE COMPANY

By: _____
Title: _____

MANHATTAN NATIONAL LIFE
INSURANCE COMPANY, as
Nominee for EMSEG & Co.

By: _____
Title: _____

CONSENTS TO SECURITY AGREEMENT-
TRUST DEED SUPPLEMENT NO. 2

Re: Pullman Leasing Trust No. 88-4

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PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY

By: _____
Title: _____

By: _____
Title: _____

UNITED OF OMAHA LIFE INSURANCE
COMPANY

By: _____
Title: _____

OHIO NATIONAL LIFE ASSURANCE
CORPORATION

By: _____
Title: _____

MUTUAL OF OMAHA INSURANCE
COMPANY, as Nominee for
HOB & Co.

By: _____
Title: _____

WOODMEN ACCIDENT AND LIFE
COMPANY

By: _____
Title: _____

THE UNION CENTRAL LIFE
INSURANCE COMPANY

By: _____
Title: _____

THE MANHATTAN LIFE INSURANCE
COMPANY, as Nominee for
~~J.C. Orr & Co.~~ CUDD

By: James N. Kotsonis
Title: James N. Kotsonis

Senior Vice President and
Chief Financial Officer/ Chief Actuary

MANHATTAN NATIONAL LIFE
INSURANCE COMPANY, as
Nominee for EMSEG & Co.

By: _____
Title: _____

CONSENTS TO SECURITY AGREEMENT-
TRUST DEED SUPPLEMENT NO. 2

Re: Pullman Leasing Trust No. 88-4

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PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY

By: _____
Title: _____

By: _____
Title: _____

OHIO NATIONAL LIFE ASSURANCE
CORPORATION

By: _____
Title: _____

WOODMEN ACCIDENT AND LIFE
COMPANY

By: _____
Title: _____

THE MANHATTAN LIFE INSURANCE
COMPANY, as Nominee for
J.C. Orr & Co.

By: _____
Title: _____

UNITED OF OMAHA LIFE INSURANCE
COMPANY

By: M. W. Eastman
Title: SECOND VICE PRESIDENT

MUTUAL OF OMAHA INSURANCE
COMPANY, as Nominee for
HOB & Co.

By: M. W. Eastman
Title: SECOND VICE PRESIDENT

THE UNION CENTRAL LIFE
INSURANCE COMPANY

By: _____
Title: _____

MANHATTAN NATIONAL LIFE
INSURANCE COMPANY, as
Nominee for EMSEG & Co.

By: _____
Title: _____

CONSENTS TO SECURITY AGREEMENT-
TRUST DEED SUPPLEMENT NO. 2

Re: Pullman Leasing Trust No. 88-4

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PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY

By: _____
Title: _____

By: _____
Title: _____

OHIO NATIONAL LIFE ASSURANCE
CORPORATION

By: _____
Title: _____

WOODMEN ACCIDENT AND LIFE
COMPANY

By: _____
Title: _____

THE MANHATTAN LIFE INSURANCE
COMPANY, as Nominee for
J.C. Orr & Co.

By: _____
Title: _____

UNITED OF OMAHA LIFE INSURANCE
COMPANY

By: _____
Title: _____

MUTUAL OF OMAHA INSURANCE
COMPANY, as Nominee for
HOB & Co.

By: _____
Title: _____

THE UNION CENTRAL LIFE
INSURANCE COMPANY

By: William S. Brenner *DK*
Title: WILLIAM G. BRENNER, Treasurer

MANHATTAN NATIONAL LIFE
INSURANCE COMPANY, as
Nominee for EMSEG & Co.

By: _____
Title: _____

CONSENTS TO SECURITY AGREEMENT-
TRUST DEED SUPPLEMENT NO. 2

Re: Pullman Leasing Trust No. 88-4

Each of the following hereby consents to the execution, delivery and performance of the foregoing Supplement by the parties thereto and the terms and provisions contained therein:

PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY

By: _____
Title: _____

By: _____
Title: _____

OHIO NATIONAL LIFE ASSURANCE
CORPORATION

By: _____
Title: _____

WOODMEN ACCIDENT AND LIFE
COMPANY

By: _____
Title: _____

THE MANHATTAN LIFE INSURANCE
COMPANY, as Nominee for
J.C. Orr & Co.

By: _____
Title: _____

UNITED OF OMAHA LIFE INSURANCE
COMPANY

By: _____
Title: _____

MUTUAL OF OMAHA INSURANCE
COMPANY, as Nominee for
HOB & Co.

By: _____
Title: _____

THE UNION CENTRAL LIFE
INSURANCE COMPANY

By: _____
Title: _____

MANHATTAN NATIONAL LIFE
INSURANCE COMPANY, as
Nominee for EMSEG & Co.

By: Charles R. Schlegel
Title: Executive V.P. & COO
By: CA [Signature]
Assistant Treasurer

MINNESOTA MUTUAL FIRE &
CASUALTY COMPANY, as
Nominee for HOW & Company

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: Lynne M Mills VLS
Title: LYNNE M. MILLS
VICE PRESIDENT

IMPERIAL INSURANCE COMPANY,
as Nominee for R. J. Thomas

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: Lynne M Mills VLS
Title: LYNNE M. MILLS
VICE PRESIDENT

THE MINNESOTA MUTUAL LIFE
INSURANCE COMPANY

By: Paul Gooding VLS
Title: PAUL GOODING, VICE PRESIDENT

MUTUAL TRUST LIFE INSURANCE
COMPANY, as Nominee for
HOW & Co.

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: Lynne M Mills VLS
Title: LYNNE M. MILLS
VICE PRESIDENT

NATIONAL TRAVELERS LIFE COMPANY,
as Nominee for EMSEG & Co.

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: Lynne M Mills VLS
Title: LYNNE M. MILLS
VICE PRESIDENT

MINISTERS LIFE - A MUTUAL
LIFE INSURANCE COMPANY,
as Nominee for EMSEG & Co.

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: Lynne M Mills VLS
Title: LYNNE M. MILLS
VICE PRESIDENT

ATLAS LIFE INSURANCE COMPANY,
as Nominee for Fifteen
East Fifth Co.

By: _____
Title: _____

THE EARLY AMERICAN LIFE
INSURANCE COMPANY, as
Nominee for Mull & Co.

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: Lynne M Mills
Title: LYNNE M. MILLS
VICE PRESIDENT

MINNESOTA MUTUAL FIRE &
CASUALTY COMPANY, as
Nominee for HOW & Company

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: _____
Title: _____

THE MINNESOTA MUTUAL LIFE
INSURANCE COMPANY

By: _____
Title: _____

NATIONAL TRAVELERS LIFE COMPANY,
as Nominee for EMSEG & Co.

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: _____
Title: _____

ATLAS LIFE INSURANCE COMPANY,
as Nominee for Fifteen
East Fifth Co.

By: Robert J. Strauss
Title: Exec. Pres.

IMPERIAL INSURANCE COMPANY,
as Nominee for R. J. Thomas

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: _____
Title: _____

MUTUAL TRUST LIFE INSURANCE
COMPANY, as Nominee for
HOW & Co.

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: _____
Title: _____

MINISTERS LIFE - A MUTUAL
LIFE INSURANCE COMPANY,
as Nominee for EMSEG & Co.

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: _____
Title: _____

THE EARLY AMERICAN LIFE
INSURANCE COMPANY, as
Nominee for Mull & Co.

By: MIMLIC ASSET MANAGEMENT
COMPANY

By: _____
Title: _____

UNITED WORLD LIFE INSURANCE
COMPANY, as Nominee for
Gale & Co.

By: M S Eckert
Title: AUTHORIZED SIGNER

COMPANION LIFE INSURANCE
COMPANY, as Nominee for
HARE & Co.

By: John L. Maginn
Title: JOHN L. MAGINN
Vice President
& Assistant Treasurer

By: Richard A. Witt
Title: RICHARD A. WITT
Second Vice President
& Assistant Treasurer