

CRAVATH, SWAINE & MOORE

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NEW YORK, N. Y. 10005

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ROBERT F. MULLEN
HERBERT L. CAMP
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID

PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
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MAX R. SHULMAN
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER
EVAN R. CHESLER
PATRICIA GEOGHEGAN
D. COLLIER KIRKHAM
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WRITER'S DIRECT DIAL NUMBER

8-362A013

No. 1
Date DEC 27 1988

INTERSTATE COMMERCE COMMISSION

DEC 27 1988 2:30 PM

RECORDATION NO. 16095-B

\$ 13.00

Washington, D. C.

(16095-D)

December 27, 1988

DEC 27 2 29 PM '88
MOTOR OPERAT. UNIT

100 375 01
TH 10 1988

Amendment Agreement No. 1 Dated as of December 15, 1988
Amending Conditional Sale Agreement
Filed under Recordation No. 16095 and
Lease of Railroad Equipment Filed Under
Recordation No. 16095-B

Dear Ms. McGee:

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

Amendment Agreement No. 1 dated as of December 15, 1988, among Burlington Northern Railroad Company, as Lessee, Meridian Trust Company, as Indenture Trustee, and The Connecticut Bank and Trust Company, National Association, as Owner Trustee.

Amendment Agreement No. 1 amends the Conditional Sale Agreement and Indenture and Lease of Railroad Equipment each dated as of November 1, 1988, previously filed and recorded with the Interstate Commerce Commission on December 19, 1988, at 4:40 p.m., Recordation No. 16095.

The Amendment Agreement amends the Conditional Sale Agreement and Indenture and the Lease of Railroad Equipment to revise the Equity Percentage, the Debt Percentage

Handwritten signature: Burlington Northern

and the schedules of Debt Amortization, Basic Rents and Casualty Values for the Series A Closing.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 16095-D.

Enclosed is a check for \$13 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 the bearer of this letter.

Very truly yours,

Laurance V. Goodrich /cws

Laurance V. Goodrich
as Agent for
Burlington Northern Railroad
Company

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

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

12/27/88

OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

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 12/27/88 at 12:30pm, and assigned recordation number(s) 16095-*D*

Sincerely yours,

Narita L. McGee
Secretary

Enclosure(s)

[CS&M Ref: 4327-090]

INTERSTATE COMMERCE COMMISSION

DEC 27 1988

2:30 PM

RECORDATION NO.

16095-14

FEB 14 1989

AMENDMENT AGREEMENT No. 1

("Amendment") dated as of December 15, 1988, among BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("Lessee"), MERIDIAN TRUST COMPANY, a Pennsylvania trust company ("Indenture Trustee"), and THE CONNECTICUT BANK AND TRUST COMPANY NATIONAL ASSOCIATION, not individually but solely in its capacity as trustee ("Owner Trustee").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of November 1, 1988 ("Participation Agreement");

WHEREAS capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement;

WHEREAS the Owner Trustee and General Motors Corporation (Electro-Motive Division) and M-K Industrial Services Company (collectively "Builders") have entered into a Conditional Sale Agreement dated as of November 1, 1988 ("CSA");

WHEREAS the Builders have assigned their interests in the CSA to the Indenture Trustee and the Builders therefore have no interest in this amendment of the CSA;

WHEREAS the Lessee and the Owner Trustee have entered into a Lease of Railroad Equipment dated as of November 1, 1988 ("Lease");

WHEREAS the Owner pursuant to Section 18 of the Participation Agreement has given notice (the "Notice") to the other parties thereto of the Equity Percentage, the Debt Percentage and the schedules of Debt Amortization, Basic Rents and Casualty Values for the Series A Closing;

WHEREAS the parties hereto desire to amend the CSA and the Lease to reflect the Notice;

WHEREAS the Owner has authorized the Owner Trustee to execute this Amendment Agreement;

WHEREAS the Indenture Trustee is authorized to execute this Amendment Agreement without the consent of the Investors since this Amendment Agreement does not adversely affect the interests of the Investors.

NOW THEREFORE, the parties hereto agree as follows:

1. Pursuant to the Notice, the Equity Percentage and the Debt Percentage referred to in Section 4.3(a) of the CSA shall be 20% and 80%, respectively, for the Series A Closing. The CSA is hereby amended to delete Schedule I to the CSA to the extent that it relates to the Series A and Series B Equipment and to substitute therefor Schedule I hereto.

2. The Lease is hereby amended to (a) delete Appendix B to the Lease to the extent that it relates to Series A and Series B Equipment and substitute therefor Appendix B hereto, and (b) delete Appendix C to the Lease to the extent that it relates to Series A and Series B Equipment and substitute therefor Appendix C hereto.

3. 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.

4. 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 Section 86 of the Railway Act of Canada 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 or in which any unit of Equipment shall be located, and such rights, if any, arising out of the marking of Equipment.

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

6. 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.

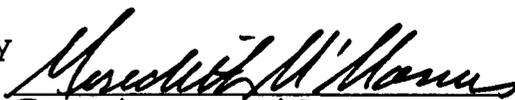
7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party

shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Indenture Trustee.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

BURLINGTON NORTHERN
RAILROAD COMPANY,

by


SR. Vice President

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

by

Authorized Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual
capacity but solely as
Owner Trustee,

by

Authorized Officer

shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Indenture Trustee.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

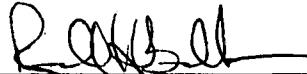
BURLINGTON NORTHERN
RAILROAD COMPANY,

by

Vice President

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

by



Authorized Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual
capacity but solely as
Owner Trustee,

by

Authorized Officer

shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Indenture Trustee.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

BURLINGTON NORTHERN
RAILROAD COMPANY,

by

Vice President

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

by

Authorized Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
not in its individual
capacity but solely as
Owner Trustee,

by



Authorized Officer

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

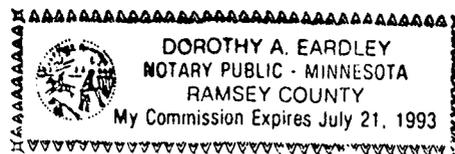
On this 22nd day of December, 1988, before me personally appeared Meredith L. McManus, to me personally known, who, being by me duly sworn, says that she is a Sr. Vice President of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy A. Eardley
Notary Public

(Notarial Seal)

My Commission Expires

July 21, 1993



STATE OF PENNSYLVANIA,)
) ss.:
CITY OF BERKS,)

On this _____ day of December, 1988, before personally appeared _____, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MERIDIAN TRUST COMPANY, 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

(Notarial Seal)

My Commission Expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this 22ND day of December 1988, before me personally appeared Mason M. Lemont, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, and 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

[Notarial Seal]

My Commission Expires

DAWN PICCOLI HEINTZ
NOTARY PUBLIC

COMMISSION EXPIRES MARCH 31, 1992

10.05% Interest Rate
Allocation Schedule of Each \$10,000,000
of CSA Indebtedness Payable
Series A

DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
7/ 2/1989	513666.67*	513666.67*	0.00	10000000.00
1/ 2/1990	502500.00	502500.00	0.00	10000000.00
7/ 2/1990	502500.00	502500.00	0.00	10000000.00
1/ 2/1991	502500.00	502500.00	0.00	10000000.00
7/ 2/1991	502500.00	502500.00	0.00	10000000.00
1/ 2/1992	502500.00	502500.00	0.00	10000000.00
7/ 2/1992	1392161.32	502500.00	889661.32	9110338.68
1/ 2/1993	457794.52	457794.52	0.00	9110338.68
7/ 2/1993	711528.76	457794.52	253734.24	8856604.44
1/ 2/1994	445044.37	445044.37	0.00	8856604.44
7/ 2/1994	724278.91	445044.37	279234.53	8577369.90
1/ 2/1995	431012.84	431012.84	0.00	8577369.90
7/ 2/1995	738310.44	431012.84	307297.60	8270072.30
1/ 2/1996	415571.13	415571.13	0.00	8270072.30
7/ 2/1996	780003.40	415571.13	364432.26	7905640.04
1/ 2/1997	997976.02	397258.41	600717.61	7304922.43
7/ 2/1997	835694.78	367072.35	468622.43	6836300.00
1/ 2/1998	343524.07	343524.07	0.00	6836300.00
7/ 2/1998	989094.23	343524.07	645570.15	6190729.84
1/ 2/1999	311084.17	311084.17	0.00	6190729.84
7/ 2/1999	865134.53	311084.17	554050.36	5636679.49
1/ 2/2000	283243.14	283243.14	0.00	5636679.49
7/ 2/2000	870130.03	283243.14	586886.88	5049792.61
1/ 2/2001	253752.08	253752.08	0.00	5049792.61
7/ 2/2001	1140794.36	253752.08	887042.29	4162750.32
1/ 2/2002	209178.20	209178.20	0.00	4162750.32
7/ 2/2002	1273475.64	209178.20	1064297.44	3098452.88
1/ 2/2003	155697.26	155697.26	0.00	3098452.88
7/ 2/2003	1332615.80	155697.26	1176918.54	1921534.34
1/ 2/2004	96557.10	96557.10	0.00	1921534.34
7/ 2/2004	1387506.23	96557.10	1290949.13	630585.21
1/ 2/2005	41666.67	31686.91	9979.76	620605.45
7/ 2/2005	651790.88	31185.42	620605.45	0.00
1/ 2/2006	0.00	0.00	0.00	0.00
7/ 2/2006	0.00	0.00	0.00	0.00
TOTALS	21160787.55	11160787.55	10000000.00	

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

SCHEDULE I

10.05% Interest Rate
Allocation Schedule of Each \$10,000,000
of CSA Indebtedness Payable
Series B

	DATE	DEBT SERVICE	INTEREST	PRINCIPAL	BALANCE
	7/ 2/1989	5583.33*	5583.33*	0.00	10000000.00
	1/ 2/1990	502500.00	502500.00	0.00	10000000.00
	7/ 2/1990	502500.00	502500.00	0.00	10000000.00
	1/ 2/1991	502500.00	502500.00	0.00	10000000.00
	7/ 2/1991	502500.00	502500.00	0.00	10000000.00
	1/ 2/1992	601404.31	502500.00	98904.31	9901095.69
	7/ 2/1992	1760830.97	497530.06	1263300.92	8637794.77
	1/ 2/1993	434049.19	434049.19	0.00	8637794.77
	7/ 2/1993	691732.14	434049.19	257682.95	8380111.82
	1/ 2/1994	421100.62	421100.62	0.00	8380111.82
	7/ 2/1994	704680.71	421100.62	283580.09	8096531.73
	1/ 2/1995	406850.72	406850.72	0.00	8096531.73
	7/ 2/1995	718930.61	406850.72	312079.89	7784451.84
	1/ 2/1996	391168.70	391168.70	0.00	7784451.84
	7/ 2/1996	734612.62	391168.70	343443.92	7441007.92
	1/ 2/1997	1375954.96	373910.65	1002044.31	6438963.61
	7/ 2/1997	323557.92	323557.92	0.00	6438963.61
	1/ 2/1998	750364.97	323557.92	426807.05	6012156.56
	7/ 2/1998	302110.87	302110.87	0.00	6012156.56
	1/ 2/1999	755677.99	302110.87	453567.12	5558589.43
	7/ 2/1999	279319.12	279319.12	0.00	5558589.43
	1/ 2/2000	774841.90	279319.12	495522.79	5063066.65
	7/ 2/2000	254419.10	254419.10	0.00	5063066.65
	1/ 2/2001	779994.12	254419.10	525575.02	4537491.63
	7/ 2/2001	228008.95	228008.95	0.00	4537491.63
	1/ 2/2002	1074498.10	228008.95	846489.14	3691002.48
	7/ 2/2002	185472.87	185472.87	0.00	3691002.48
	1/ 2/2003	1190482.08	185472.87	1005009.21	2685993.28
	7/ 2/2003	134971.16	134971.16	0.00	2685993.28
	1/ 2/2004	1240983.79	134971.16	1106012.63	1579980.65
	7/ 2/2004	79394.03	79394.03	0.00	1579980.65
	1/ 2/2005	1296560.93	79394.03	1217166.90	362813.75
	7/ 2/2005	18231.39	18231.39	0.00	362813.75
	1/ 2/2006	381045.14	18231.39	362813.75	0.00
	7/ 2/2006	0.00	0.00	0.00	0.00
	
	TOTALS	20306833.33	10306833.33	10000000.00	

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

APPENDIX B TO LEASE

Basic Rents for Series A Units

<u>Rental Date</u>	<u>Rent Number</u>	<u>Rent as Percentage of Purchase Price*</u>
7/ 2/1989	0	0.000000
1/ 2/1990	1	0.333333
7/ 2/1990	2	9.0212529
1/ 2/1991	3	0.333333
7/ 2/1991	4	9.0212529
1/ 2/1992	5	0.333333
7/ 2/1992	6	9.0212529
1/ 2/1993	7	3.6623561
7/ 2/1993	8	5.6922301
1/ 2/1994	9	3.5603550
7/ 2/1994	10	5.7942313
1/ 2/1995	11	3.4481027
7/ 2/1995	12	5.9064835
1/ 2/1996	13	3.3245691
7/ 2/1996	14 + 15	6.3633505
1/ 2/1997	16	9.0212529
7/ 2/1997	17	7.6960446
1/ 2/1998	18	3.7373386
7/ 2/1998	19	8.9447098
1/ 2/1999	20	2.4886734
7/ 2/1999	21	9.1674380
1/ 2/2000	22	2.2659452
7/ 2/2000	23	9.4033666
1/ 2/2001	24	2.0300166
7/ 2/2001	25	9.7599576
1/ 2/2002	26	1.6734256
7/ 2/2002	27	10.1878051
1/ 2/2003	28	1.2455781
7/ 2/2003	29	10.6609264
1/ 2/2004	30	0.7724568
7/ 2/2004	31	11.1000499
1/ 2/2005	32	0.333333
7/ 2/2005	33	11.1000499
1/ 2/2006	34	0.333333

Note:

Rents 1-14 are in arrears.

Rents 15-34 are in advance with rent 15 equal to 0.

The foregoing Basic Rents and the related Casualty Values have been calculated on the assumption that (i) the interest rate on this Series of CSA Indebtedness will be 10.05%, (ii) the amount of the Transaction Expenses payable by the Owner pursuant to Paragraph 12(a) of the Participation Agreement will be 1.5% of the aggregate Purchase Price of the Units, (iii) Closings under the CSA will be on the following dates for the following aggregate Purchase Prices of Equipment: December 28, 1988 - \$15,000,000; June 30, 1989 - \$7,500,000 and December 15, 1989 - \$7,500,000 and (iv) there will be no change in the Internal Revenue Code of 1986, as amended, which is enacted and effective, nor any change in the income tax regulations which is adopted, on or prior to any Closing with respect to those Units subject to such Closing.

* As defined in paragraph 4.1 of the CSA.

APPENDIX B TO LEASE (Continued)

Deferred Equity for Series A Units

<u>Date</u>	<u>Percentage of Purchase Price*</u>
7/2/89	4.1093333
1/2/90	3.6866667
7/2/90	- 0 -
1/2/91	3.6866667
7/2/91	- 0 -
1/2/92	3.6866667
7/2/92	2.1160376

* As defined in paragraph 4.1 of the CSA.

APPENDIX B TO LEASE

Basic Rents for Series B Units

<u>Rental Date</u>	<u>Rent Number</u>	<u>Rent as Percentage of Purchase Price*</u>
7/ 2/1989	0	0.000000
1/ 2/1990	1	0.000000
7/ 2/1990	2	8.8637269
1/ 2/1991	3	0.000000
7/ 2/1991	4	8.8637269
1/ 2/1992	5	0.000000
7/ 2/1992	6	8.8637269
1/ 2/1993	7	3.4174429
7/ 2/1993	8	5.4462840
1/ 2/1994	9	3.3154937
7/ 2/1994	10	5.5482332
1/ 2/1995	11	3.2032985
7/ 2/1995	12	5.6604284
1/ 2/1996	13	3.0798277
7/ 2/1996	14 + 15	5.7838992
1/ 2/1997	16	10.8334440
7/ 2/1997	17	2.5475010
1/ 2/1998	18	8.2859430
7/ 2/1998	19	2.3786398
1/ 2/1999	20	8.4548042
7/ 2/1999	21	2.1991912
1/ 2/2000	22	8.6342528
7/ 2/2000	23	2.0031434
1/ 2/2001	24	8.8303006
7/ 2/2001	25	1.7952057
1/ 2/2002	26	9.0382382
7/ 2/2002	27	1.4603022
1/ 2/2003	28	9.3731418
7/ 2/2003	29	1.0626820
1/ 2/2004	30	9.7707620
7/ 2/2004	31	0.6251009
1/ 2/2005	32	10.2083430
7/ 2/2005	33	0.1435430
1/ 2/2006	34	10.6899010

Note:

Rents 1-14 are in arrears.

Rents 15-34 are in advance with rent 15 equal to 0.

The foregoing Basic Rents and the related Casualty Values have been calculated on the assumption that (i) the interest rate on this Series of CSA Indebtedness will be 10.05%, (ii) the amount of the Transaction Expenses payable by the Owner pursuant to Paragraph 12(a) of the Participation Agreement will be 1.5% of the aggregate Purchase Price of the Units, (iii) Closings under the CSA will be on the following dates for the following aggregate Purchase Prices of Equipment: December 28, 1988 - \$15,000,000; June 30, 1989 - \$7,500,000 and December 15, 1989 - \$7,500,000 and (iv) there will be no change in the Internal Revenue Code of 1986, as amended, which is enacted and effective, nor any change in the income tax regulations which is adopted, on or prior to any Closing with respect to those Units subject to such Closing.

* As defined in paragraph 4.1 of the CSA.

APPENDIX B TO LEASE (Continued)

Deferred Equity for Series B Units

<u>Date</u>	<u>Percentage of Purchase Price*</u>
1/2/90	0.0439598
7/2/90	3.9563836
1/2/91	- 0 -
7/2/91	3.9563836
1/2/92	- 0 -
7/2/92	4.7350968
1/2/93	5.0000000

* As defined in paragraph 4.1 of the CSA.

APPENDIX C TO LEASE
Casualty Values
Series A Equipment

Casualty Payment Dates*	Percentage of Purchase Price*	Casualty Payment Dates*	Percentage of Purchase Price*
2 JUL 1989	107.76272	2 JAN 1996	106.03236
2 AUG 1989	108.64466	2 FEB 1996	103.26188
2 SEP 1989	109.52791	2 MAR 1996	103.81598
2 OCT 1989	110.38504	2 APR 1996	104.36827
2 NOV 1989	111.24334	2 MAY 1996	104.92056
2 DEC 1989	112.10281	2 JUN 1996	105.47284
2 JAN 1990	112.93600	2 JUL 1996	106.02512
2 FEB 1990	113.47391	2 AUG 1996	100.19145
2 MAR 1990	114.34640	2 SEP 1996	100.72113
2 APR 1990	115.19270	2 OCT 1996	101.25594
2 MAY 1990	116.04010	2 NOV 1996	101.79077
2 JUN 1990	116.88861	2 DEC 1996	102.32545
2 JUL 1990	117.73823	2 JAN 1997	102.86568
2 AUG 1990	109.50111	2 FEB 1997	94.33386
2 SEP 1990	110.28596	2 MAR 1997	94.82329
2 OCT 1990	111.05516	2 APR 1997	95.31784
2 NOV 1990	111.82497	2 MAY 1997	95.81244
2 DEC 1990	112.59540	2 JUN 1997	96.30706
2 JAN 1991	113.35009	2 JUL 1997	96.80171
2 FEB 1991	113.80900	2 AUG 1997	89.56370
2 MAR 1991	114.60200	2 SEP 1997	90.02173
2 APR 1991	115.37940	2 OCT 1997	90.48466
2 MAY 1991	116.15747	2 NOV 1997	90.94761
2 JUN 1991	116.93622	2 DEC 1997	91.41059
2 JUL 1991	117.71564	2 JAN 1998	91.87850
2 AUG 1991	109.41273	2 FEB 1998	88.59919
2 SEP 1991	110.13137	2 MAR 1998	89.05722
2 OCT 1991	110.83880	2 APR 1998	89.52015
2 NOV 1991	111.54645	2 MAY 1998	89.98310
2 DEC 1991	112.25434	2 JUN 1998	90.44608
2 JAN 1992	112.95094	2 JUL 1998	90.90910
2 FEB 1992	113.35139	2 AUG 1998	82.37917
2 MAR 1992	114.08558	2 SEP 1998	82.79394
2 APR 1992	114.80864	2 OCT 1998	83.21407
2 MAY 1992	115.53203	2 NOV 1998	83.63424
2 JUN 1992	116.25575	2 DEC 1998	84.05443
2 JUL 1992	116.97981	2 JAN 1999	84.48002
2 AUG 1992	108.63867	2 FEB 1999	82.41699
2 SEP 1992	109.31921	2 MAR 1999	82.84271
2 OCT 1992	109.99426	2 APR 1999	83.27384
2 NOV 1992	110.66972	2 MAY 1999	83.70508
2 DEC 1992	111.34558	2 JUN 1999	84.13642
2 JAN 1993	112.01592	2 JUL 1999	84.56786
2 FEB 1993	109.02428	2 AUG 1999	75.77808
2 MAR 1993	109.69537	2 SEP 1999	76.15574
2 APR 1993	110.36090	2 OCT 1999	76.53919
2 MAY 1993	111.02679	2 NOV 1999	76.92268
2 JUN 1993	111.69301	2 DEC 1999	77.30620
2 JUL 1993	112.35959	2 JAN 2000	77.69555
2 AUG 1993	107.31092	2 FEB 2000	75.81903
2 SEP 1993	107.95480	2 MAR 2000	76.20853
2 OCT 1993	108.59263	2 APR 2000	76.60390
2 NOV 1993	109.23074	2 MAY 2000	76.99937
2 DEC 1993	109.86912	2 JUN 2000	77.39496
2 JAN 1994	110.50143	2 JUL 2000	77.79066
2 FEB 1994	107.57362	2 AUG 2000	68.72563
2 MAR 1994	108.20641	2 SEP 2000	69.06397
2 APR 1994	108.83309	2 OCT 2000	69.40868
2 MAY 1994	109.45997	2 NOV 2000	69.75343
2 JUN 1994	110.08707	2 DEC 2000	70.09822
2 JUL 1994	110.71437	2 JAN 2001	70.44943
2 AUG 1994	105.52291	2 FEB 2001	68.77070
2 SEP 1994	106.12586	2 MAR 2001	69.12206
2 OCT 1994	106.72296	2 APR 2001	69.47989
2 NOV 1994	107.32020	2 MAY 2001	69.83783
2 DEC 1994	107.91757	2 JUN 2001	70.19590
2 JAN 1995	108.50906	2 JUL 2001	70.55409
2 FEB 1995	105.65255	2 AUG 2001	61.09406
2 MAR 1995	106.24425	2 SEP 2001	61.39413
2 APR 1995	106.83003	2 OCT 2001	61.70174
2 MAY 1995	107.41588	2 NOV 2001	62.00952
2 JUN 1995	108.00179	2 DEC 2001	62.31749
2 JUL 1995	108.58778	2 JAN 2002	62.63305
2 AUG 1995	103.24291	2 FEB 2002	61.27541
2 SEP 1995	103.80458	2 MAR 2002	61.59143
2 OCT 1995	104.36245	2 APR 2002	61.91510
2 NOV 1995	104.92034	2 MAY 2002	62.23904
2 DEC 1995	105.47826	2 JUN 2002	62.56326

* As defined in paragraph 4.1 of the CSA.

APPENDIX C TO LEASE
Casualty Values
Series A Equipment

<u>Casualty Payment Dates*</u>	<u>Percentage of Purchase Price*</u>
2 JUL 2002	62.88777
2 AUG 2002	52.96164
2 SEP 2002	53.22365
2 OCT 2002	53.49420
2 NOV 2002	53.76513
2 DEC 2002	54.03647
2 JAN 2003	54.31639
2 FEB 2003	53.35119
2 MAR 2003	53.63202
2 APR 2003	53.92150
2 MAY 2003	54.21149
2 JUN 2003	54.50199
2 JUL 2003	54.79301
2 AUG 2003	44.35384
2 SEP 2003	44.57618
2 OCT 2003	44.80818
2 NOV 2003	45.04082
2 DEC 2003	45.27411
2 JAN 2004	45.51712
2 FEB 2004	44.98839
2 MAR 2004	45.23283
2 APR 2004	45.48707
2 MAY 2004	45.74209
2 JUN 2004	45.99790
2 JUL 2004	46.25450
2 AUG 2004	35.33539
2 SEP 2004	35.51720
2 OCT 2004	35.70992
2 NOV 2004	35.90358
2 DEC 2004	36.09818
2 JAN 2005	36.30378
2 FEB 2005	36.17639
2 MAR 2005	36.38336
2 APR 2005	36.60140
2 MAY 2005	36.82055
2 JUN 2005	37.04079
2 JUL 2005	37.26216
2 AUG 2005	26.29455
2 SEP 2005	26.42782
2 OCT 2005	26.57257
2 NOV 2005	26.71823
2 DEC 2005	26.86479
2 JAN 2006	27.02293
2 FEB 2006	26.84536
2 MAR 2006	27.00210
2 APR 2006	27.17047
2 MAY 2006	27.33985
2 JUN 2006	27.51037
2 JUL 2006	27.68191

* As defined in paragraph 4.1 of the CSA.

APPENDIX C TO LEASE
Casualty Values
Series B Equipment

Casualty Payment Dates*	Percentage of Purchase Price*	Casualty Payment Dates*	Percentage of Purchase Price*
2 JUL 1989	102.66796	2 JAN 1996	105.30348
2 AUG 1989	103.45211	2 FEB 1996	102.73353
2 SEP 1989	104.23676	2 MAR 1996	103.28348
2 OCT 1989	105.01346	2 APR 1996	103.81169
2 NOV 1989	105.79062	2 MAY 1996	104.33701
2 DEC 1989	106.56826	2 JUN 1996	104.86237
2 JAN 1990	111.40547	2 JUL 1996	105.38482
2 FEB 1990	112.22578	2 AUG 1996	100.10077
2 MAR 1990	113.04674	2 SEP 1996	100.60065
2 APR 1990	113.86494	2 OCT 1996	101.09761
2 MAY 1990	114.66927	2 NOV 1996	101.59459
2 JUN 1990	115.47419	2 DEC 1996	102.09161
2 JUL 1990	116.26520	2 JAN 1997	102.58568
2 AUG 1990	108.15986	2 FEB 1997	92.18026
2 SEP 1990	108.91865	2 MAR 1997	92.60829
2 OCT 1990	109.66333	2 APR 1997	93.03502
2 NOV 1990	110.40836	2 MAY 1997	93.46674
2 DEC 1990	111.15374	2 JUN 1997	93.89849
2 JAN 1991	111.88496	2 JUL 1997	94.33524
2 FEB 1991	112.64320	2 AUG 1997	92.22455
2 MAR 1991	113.40185	2 SEP 1997	92.66141
2 APR 1991	114.15445	2 OCT 1997	93.10329
2 MAY 1991	114.89720	2 NOV 1997	93.54525
2 JUN 1991	115.64030	2 DEC 1997	93.98728
2 JUL 1991	116.37351	2 JAN 1998	94.43436
2 AUG 1991	108.21015	2 FEB 1998	86.55137
2 SEP 1991	108.91067	2 MAR 1998	86.95436
2 OCT 1991	109.60115	2 APR 1998	87.35959
2 NOV 1991	110.29175	2 MAY 1998	87.76837
2 DEC 1991	110.98247	2 JUN 1998	88.17721
2 JAN 1992	111.66311	2 JUL 1998	88.58962
2 FEB 1992	112.36930	2 AUG 1998	86.62346
2 MAR 1992	113.07570	2 SEP 1998	87.03600
2 APR 1992	113.77779	2 OCT 1998	87.45214
2 MAY 1992	114.47534	2 NOV 1998	87.86835
2 JUN 1992	115.17308	2 DEC 1998	88.28464
2 JUL 1992	115.86627	2 JAN 1999	88.70454
2 AUG 1992	107.64638	2 FEB 1999	80.62289
2 SEP 1992	108.29051	2 MAR 1999	80.99608
2 OCT 1992	108.93023	2 APR 1999	81.37086
2 NOV 1992	109.57022	2 MAY 1999	81.74941
2 DEC 1992	110.21050	2 JUN 1999	82.12801
2 JAN 1993	110.84634	2 JUL 1999	82.51040
2 FEB 1993	108.06500	2 AUG 1999	80.69366
2 MAR 1993	108.70138	2 SEP 1999	81.07618
2 APR 1993	109.33592	2 OCT 1999	81.46250
2 MAY 1993	109.96642	2 NOV 1999	81.84890
2 JUN 1993	110.59716	2 DEC 1999	82.23538
2 JUL 1993	111.22384	2 JAN 2000	82.62568
2 AUG 1993	106.38747	2 FEB 2000	74.33203
2 SEP 1993	106.99762	2 MAR 2000	74.67266
2 OCT 1993	107.60369	2 APR 2000	75.01498
2 NOV 1993	108.20997	2 MAY 2000	75.36130
2 DEC 1993	108.81647	2 JUN 2000	75.70767
2 JAN 1994	109.41888	2 JUL 2000	76.05806
2 FEB 1994	106.70599	2 AUG 2000	74.40538
2 MAR 1994	107.30880	2 SEP 2000	74.75590
2 APR 1994	107.90990	2 OCT 2000	75.11046
2 MAY 1994	108.50701	2 NOV 2000	75.46511
2 JUN 1994	109.10429	2 DEC 2000	75.81984
2 JUL 1994	109.69757	2 JAN 2001	76.17862
2 AUG 1994	104.72408	2 FEB 2001	67.65437
2 SEP 1994	105.29899	2 MAR 2001	67.96046
2 OCT 1994	105.86988	2 APR 2001	68.26834
2 NOV 1994	106.44092	2 MAY 2001	68.58046
2 DEC 1994	107.01210	2 JUN 2001	68.89264
2 JAN 1995	107.57926	2 JUL 2001	69.20909
2 FEB 1995	104.94324	2 AUG 2001	67.73041
2 MAR 1995	105.51066	2 SEP 2001	68.04699
2 APR 1995	106.07636	2 OCT 2001	68.36787
2 MAY 1995	106.63813	2 NOV 2001	68.68883
2 JUN 1995	107.20002	2 DEC 2001	69.00988
2 JUL 1995	107.75797	2 JAN 2002	69.33523
2 AUG 1995	102.63501	2 FEB 2002	60.56273
2 SEP 1995	103.17257	2 MAR 2002	60.82855
2 OCT 1995	103.70619	2 APR 2002	61.09634
2 NOV 1995	104.23989	2 MAY 2002	61.36878
2 DEC 1995	104.77367	2 JUN 2002	61.64133

* As defined in paragraph 4.1 of the CSA.

APPENDIX C TO LEASE
Casualty Values
Series B Equipment

Casualty Payment Dates*	Percentage of Purchase Price*
2 JUL 2002	61.91855
2 AUG 2002	60.73560
2 SEP 2002	61.01309
2 OCT 2002	61.29527
2 NOV 2002	61.57760
2 DEC 2002	61.86009
2 JAN 2003	62.14729
2 FEB 2003	52.99525
2 MAR 2003	53.21653
2 APR 2003	53.44001
2 MAY 2003	53.66867
2 JUN 2003	53.89755
2 JUL 2003	54.13162
2 AUG 2003	53.30325
2 SEP 2003	53.53778
2 OCT 2003	53.77755
2 NOV 2003	54.01756
2 DEC 2003	54.25784
2 JAN 2004	54.50336
2 FEB 2004	44.90546
2 MAR 2004	45.07861
2 APR 2004	45.25425
2 MAY 2004	45.43569
2 JUN 2004	45.61744
2 JUL 2004	45.80501
2 AUG 2004	45.36782
2 SEP 2004	45.55607
2 OCT 2004	45.75016
2 NOV 2004	45.94461
2 DEC 2004	46.13943
2 JAN 2005	46.34012
2 FEB 2005	36.25260
2 MAR 2005	36.37382
2 APR 2005	36.49787
2 MAY 2005	36.62840
2 JUN 2005	36.75935
2 JUL 2005	36.89681
2 AUG 2005	36.89119
2 SEP 2005	37.02956
2 OCT 2005	37.17447
2 NOV 2005	37.31987
2 DEC 2005	37.46575
2 JAN 2006	37.61820
2 FEB 2006	27.00539
2 MAR 2006	27.08279
2 APR 2006	27.16320
2 MAY 2006	27.26727
2 JUN 2006	27.37176
2 JUL 2006	27.50000

* As defined in paragraph 4.1 of the CSA.