

# REGULATORY INFORMATION DISTRIBUTION SYSTEM (RIDS)

ACCESSION NBR: 8802170027 DOC. DATE: 88/02/12 NOTARIZED: NO DOCKET #  
 FACIL: STN-50-530 Palo Verde Nuclear Station, Unit 3, Arizona Publi 05000530  
 AUTH. NAME AUTHOR AFFILIATION  
 HARMON, D. T. Mudge, Rose, Guthrie, Alexander & Ferden  
 RECIP. NAME RECIPIENT AFFILIATION  
 KNIGHTON, G. W. NRC - No Detailed Affiliation Given

SUBJECT: Forwards amends for two facility leases adjusting schedules  
 not affecting licensed activities or responsibilities to be  
 executed by util on or about 880222 as required under 871202  
 Amend 1 to License NPF-74.

DISTRIBUTION CODE: B005D COPIES RECEIVED: LTR 1 ENCL 1 SIZE: 16  
 TITLE: Licensing Submittal: Application/General Info Amdt

NOTES: Standardized plant.

05000530

RECIPIENT		COPIES		RECIPIENT		COPIES	
ID	CODE/NAME	LTTR	ENCL	ID	CODE/NAME	LTTR	ENCL
PD5	LA	1	1	PD5	PD	2	2
LICITRA	E	1	1	DAVIS	M	1	1
INTERNAL:	ACRS	3	3	AEOD/DDA		1	1
	AEOD/DSP/TPAB	1	1	ARM/DAF/LFMB		1	0
	NRR/BPQ/GAB	1	1	OGC/HDS1		1	1
	REG FILE 01	1	1	SP		1	1
EXTERNAL:	LPDR 03	1	1	NRC PDR 02		1	1
	NSIC 06	1	1				
NOTES:		1	1				

21. The following information was obtained from the records of the Bureau of the Census, Washington, D.C., for the years 1950 through 1954:

1. The first step is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

*[The page contains extremely faint, illegible markings.]*

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

MUDGE ROSE GUTHRIE ALEXANDER & FERDON

2121 K STREET, N.W.  
WASHINGTON, D.C. 20037  
202-429-9355

SUITE 2020  
333 SOUTH GRAND AVENUE  
LOS ANGELES, CALIF. 90071  
213-613-1112

180 MAIDEN LANE  
NEW YORK, N.Y. 10038

212-510-7000

CABLE ADDRESS: BALTUCHINS-NEW YORK  
TELEX: WU 127889  
TELECOPIER: 212-248-2655

SUITE 900, NORTHBRIDGE CENTRE  
515 NORTH FLAGLER DRIVE  
WEST PALM BEACH, FL 33401  
305-650-8100

12, RUE DE LA PAIX  
75002 PARIS, FRANCE  
(1) 42. 61. 57. 71

February 12, 1988

Director of Nuclear Reactor Regulation  
Attention: Mr. George W. Knighton, Project Director  
PWR Project Directorate #7  
Division of Pressurized Water Reactor  
Licensing-B  
Nuclear Regulatory Commission  
Washington, D.C. 20555

Re: In the Matter of El Paso Electric Company  
(Palo Verde Nuclear Generating Station,  
Unit 3) Docket No. STN 50-530, License  
No. NPF-74

Dear Mr. Knighton:

Amendment No. 1 issued December 2, 1987 to NRC License No. NPF-74 authorized sale and leaseback transactions by El Paso Electric Company (El Paso) to two equity investors, subject to a condition that the NRC be notified prior to any change in the facility leases. In accordance with this condition, enclosed are copies of amendments to the two facility leases which El Paso entered into pursuant to the authorization above. El Paso intends to execute these two amendments on or about February 22, 1988. The amendments simply adjust

1021.7500.2704.05:4

8802170027 880212  
PDR ADDCK 05000530  
P PDR

Boos  
11

REPORT OF THE BOARD OF DIRECTORS OF THE

AMERICAN RED CROSS

FOR THE YEAR 1917

1917

1917

1917

certain schedules and do not affect licensed activities or responsibilities.

Sincerely,



David T. Harmon

Copies with enclosures to:

Elaine Chan, Esq.  
Joseph F. Scinto, Esq.  
Office of General Counsel  
Nuclear Regulatory Commission  
7735 Old Georgetown Road  
Bethesda, Maryland 21930

Edwin J. Reis, Esq.  
Assistant Chief Hearing Counsel  
Nuclear Regulatory Commission  
7735 Old Georgetown Road  
Bethesda, Maryland 21930

Mr. James C. Peterson  
Mr. Michael Davis  
Nuclear Regulatory Commission  
Air Rights III Building  
4550 Montgomery Avenue  
Bethesda, Maryland 20814

Dane George, Esq.  
Kemp, Smith, Duncan & Hammond  
2000 MBank Plaza  
El Paso, Texas 79901

Arthur C. Gehr, Esq.  
Snell & Wilmer  
3100 Valley Bank Center  
Phoenix, Arizona 85073

Mr. E.E. Van Brunt  
Executive Vice President  
Arizona Nuclear Power Project  
11226 North 23rd Ave. Building B  
Phoenix, Arizona 85029



Mr. W.E. Royer  
Senior Vice President  
El Paso Electric Company  
303 North Oregon Street  
El Paso, Texas 79901.

Mr. W.J. Johnson  
Senior Vice President and Treasurer  
El Paso Electric Company  
303 North Oregon Street  
El Paso, Texas 79901

Robert B. Michel, Esq.  
Mudge Rose Guthrie Alexander & Ferdon  
180 Maiden Lane  
New York, New York 10038





CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY LEASE, AS AMENDED BY THIS AMENDMENT NO. 1 THERETO, HAVE BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, CHEMICAL BANK, AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF FACILITY LEASE DATED AS OF DECEMBER 1, 1987, AS AMENDED. THIS AMENDMENT NO. 1 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. SEE SECTION 3(e) OF THIS AMENDMENT NO. 1 FOR INFORMATION CONCERNING THE RIGHTS OF HOLDERS OF VARIOUS COUNTERPARTS HEREOF.

THIS COUNTERPART IS NOT THE ORIGINAL COUNTERPART. THE FACILITY LEASE, AS AMENDED BY THIS AMENDMENT NO. 1, GRANTS A SECURITY INTEREST BY A UTILITY, but only if, contrary to the intention of the parties, it should be so construed. Such Lease and this Amendment are filed as a utility security interest as a precautionary matter.

---

AMENDMENT NO. 1  
dated as of February 1, 1988  
to  
FACILITY LEASE  
dated as of December 1, 1987  
between  
THE FIRST NATIONAL BANK OF BOSTON  
not in its individual capacity,  
but solely as Owner Trustee  
under a Trust Agreement, dated as  
of November 1, 1987 with Security  
Pacific Capital Leasing  
Corporation,  
Lessor  
and  
EL PASO ELECTRIC COMPANY,  
Lessee

---

Original Facility Lease Recorded on December 31, 1987, as Instrument No. 87-769801 in Maricopa County, Arizona Recorder's Office.

THE FACILITY LEASE, AS AMENDED BY THIS AMENDMENT NO. 1, CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS

---



|  |         |
|--|---------|
| Receipt of the "Original" counterpart of this Amendment  | #52     |
| No. 1 is hereby acknowledged on this ____ day of         | #(52)   |
| February, 1988.  | #(52)   |
| CHEMICAL BANK, as  | #54     |
| Indenture Trustee  | #55     |
| By: _____  | #57     |
| Title: _____   | #58     |
| CERTAIN RIGHTS OF THE LESSOR UNDER THE FACILITY          | #60     |
| LEASE, AS AMENDED BY THIS AMENDMENT NO. 1 THERETO, HAVE  | #61,62  |
| BEEN ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST | #(62)   |
| IN FAVOR OF, CHEMICAL BANK, AS INDENTURE TRUSTEE UNDER A | #63     |
| TRUST INDENTURE, MORTGAGE, SECURITY AGREEMENT AND        | #(63)   |
| ASSIGNMENT OF FACILITY LEASE DATED AS OF DECEMBER 1,     | #(63)   |
| 1987, AS AMENDED. THIS AMENDMENT NO. 1 HAS BEEN EXE-     | #64     |
| CUTED IN SEVERAL COUNTERPARTS. SEE SECTION 3(e) OF THIS  | #65     |
| AMENDMENT NO. 1 FOR INFORMATION CONCERNING THE RIGHTS OF | #66     |
| HOLDERS OF VARIOUS COUNTERPARTS HEREOF.                  | #(66)   |
| THIS COUNTERPART IS THE ORIGINAL COUNTERPART.            | #67     |
| THE FACILITY LEASE, AS AMENDED BY THIS AMENDMENT         | #68     |
| NO. 1, GRANTS A SECURITY INTEREST BY A UTILITY, but only | #69     |
| if, contrary to the intention of the parties, it should  | #70     |
| be so construed. Such Lease and this Amendment are       | #(70)   |
| filed as a utility security interest as a precautionary  | #71     |
| matter.  | #(71)   |
| <hr/>  |         |
| AMENDMENT NO. 1  | #74,75  |
| dated as of February 1, 1988                             | #77     |
| to   | #78     |
| FACILITY LEASE   | #79     |
| dated as of December 1, 1987                             | #80     |
| between  | #81     |
| THE FIRST NATIONAL BANK OF BOSTON                        | #82     |
| not in its individual capacity,                          | #83     |
| but solely as Owner Trustee                              | #85     |
| under a Trust Agreement, dated as                        | #(85)   |
| of November 1, 1987 with Security                        | #86     |
| Pacific Capital Leasing                                  | #(86)   |
| Corporation,   | #(86)   |
| Lessor   | #88     |
| and  | #89     |
| EL PASO ELECTRIC COMPANY,                                | #90     |
| Lessee   | #91     |
| <hr/>  |         |
| Original Facility Lease Recorded on December 31,         | #93,94  |
| 1987, as Instrument No. 87-769801 in Maricopa County,    | #96     |
| Arizona Recorder's Office.                               | #97     |
| THE FACILITY LEASE, AS AMENDED BY THIS AMENDMENT         | #(97)   |
| NO. 1, CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS       | #98     |
|  | #(98)   |
|  | #99,100 |



AMENDMENT NO. 1, dated as of February 1, 1988 #105  
(Amendment No. 1), to the Facility Lease dated as of #106  
December 1, 1987 between THE FIRST NATIONAL BANK OF #107  
BOSTON, a national banking association, not in its indi- #108  
vidual capacity, but solely as Owner Trustee under a #109  
Trust Agreement, dated as of November 1, 1987, with #110  
Security Pacific Capital Leasing Corporation (the #110  
Lessor), and EL PASO ELECTRIC COMPANY, a Texas #111  
corporation (the Lessee). #112

W I T N E S S E T H :

#115

WHEREAS, the Lessee and the Lessor have here- #118  
tofore entered into a Facility Lease dated as of #119  
December 1, 1987 (the Facility Lease), providing for the #120  
lease by the Lessor to the Lessee of the Undivided #121  
Interest and the Real Property Interest; #121)

WHEREAS, Section 3(e) of the Facility Lease #122  
provides for an adjustment to Basic Rent and to the #123  
schedules of Casualty Values, Special Casualty Values, #123)  
Termination Values, Modified Special Casualty Values and #124  
Enhanced Casualty Values in order to preserve Net #124)  
Economic Return in the event, among other things, of the #125  
issuance of Refunding Notes; #125)

WHEREAS, Refunding Notes are being issued pur- #127  
suant to a Supplemental Indenture No. 1, dated as of #128  
February 1, 1988, to the Indenture; #128)

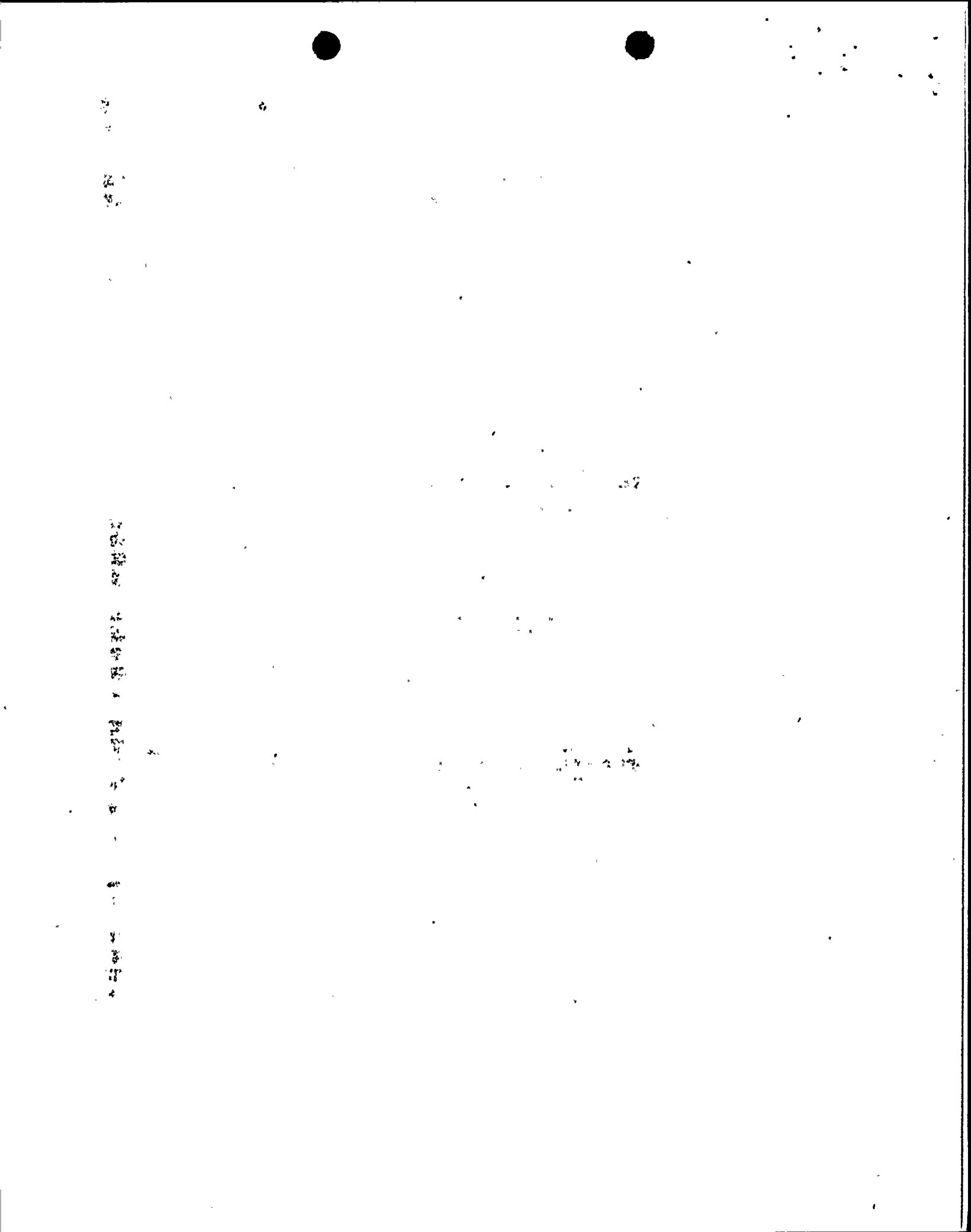
NOW, THEREFORE, in consideration of the #129  
premises and of other good and valuable consideration, #130  
the receipt and sufficiency of which are hereby acknowl- #130)  
edged, the parties hereto agree as follows: #131

SECTION 1. Payment of Basic Rent on Refunding #131.2  
Date. #131.2)

On the Refunding Date, the Lessee shall pay #131.2)  
the Lessor, as a partial payment of Basic Rent for the #131.3  
Undivided Interest due on July 2, 1988, \$\_\_\_\_\_. #131.4

SECTION 2. Amendments. #132

(a) Schedule 1 to the Facility Lease (Schedule #134  
of Casualty Values) is hereby replaced with Schedule 1 #134)  
hereto. #134)



(b) Schedule 2 to the Facility Lease (Schedule of Special Casualty Values) is hereby replaced with Schedule 2 hereto. #136  
#(136)  
#(136)

(c) Schedule 3 to the Facility Lease (Schedule of Termination Values) is hereby replaced with Schedule 3 hereto. #138  
#(138)  
#(138)

(d) Schedule 4 to the Facility Lease (Schedule of Modified Special Casualty Values) is hereby replaced with Schedule 4 hereto. #140  
#141  
#(141)

(e) Schedule 5 to the Facility Lease (Schedule of Enhanced Casualty Values) is hereby replaced with Schedule 5 hereto. #143  
#144  
#(144)

(f) Schedule 6 to the Facility Lease (Schedule of Basic Rent Payments) is hereby replaced with Schedule 6 hereto. #146  
#147  
#(147)

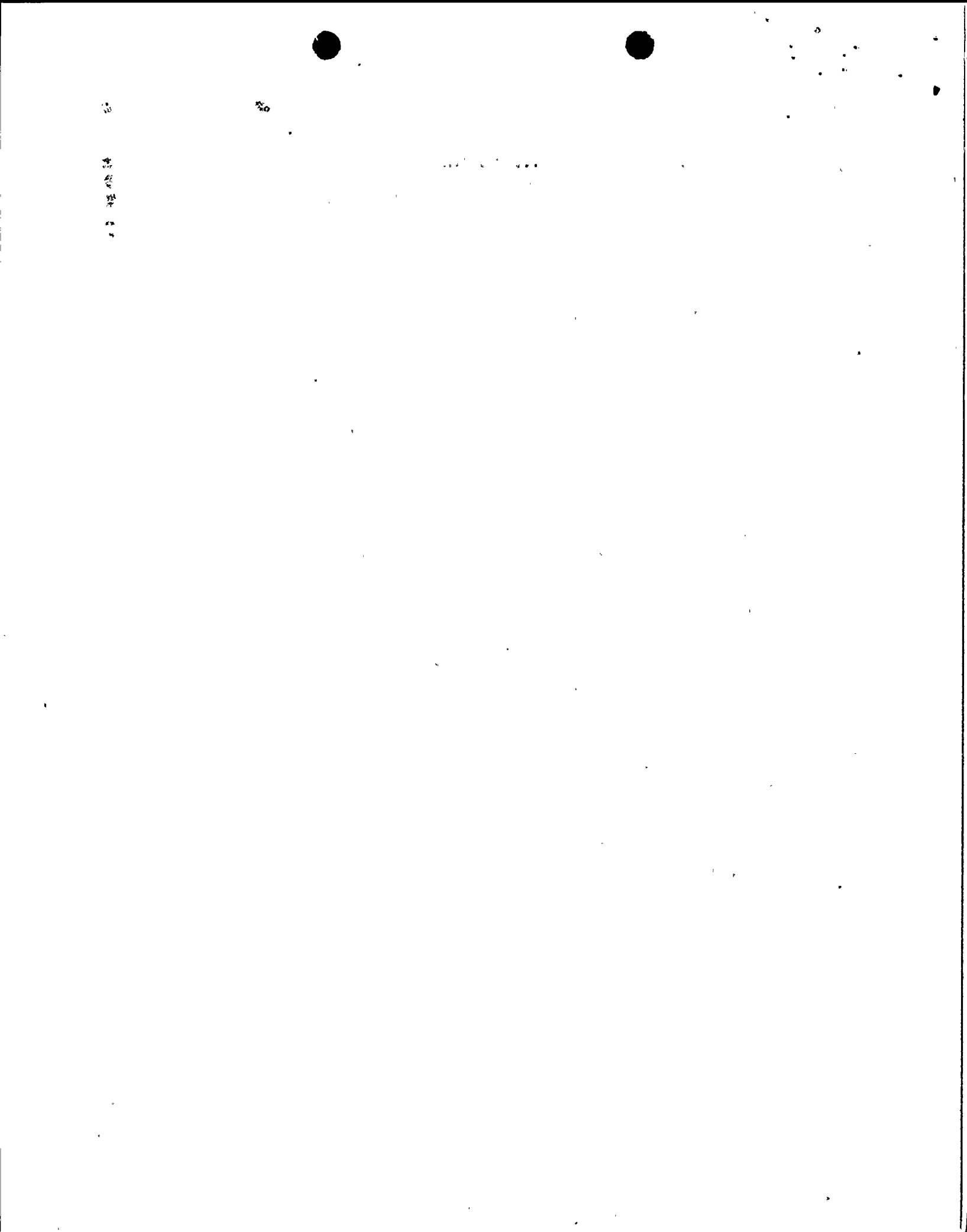
SECTION 3. Miscellaneous. #148

(a) Effective Date of Amendments. The amendments set forth in Section 2 hereof shall be and become effective upon the execution and delivery of this Amendment No. 2 by the parties hereto. #150  
#(150)  
#151  
#(151)

(b) Counterpart Execution. This Amendment No. 1 may be executed in any number of counterparts and by each of the parties hereto on separate counterparts; all such counterparts shall together constitute but one and the same instrument. #153  
#(153)  
#154  
#155, 156  
#(156)

(c) Governing Law. THIS AMENDMENT NO. 1 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT, PURSUANT TO THE LAW OF THE STATE OF ARIZONA, THE LAW OF THE STATE OF ARIZONA IS MANDATORILY APPLICABLE HERETO. #158, 159  
#160  
#161  
#162  
#(162)

(d) Disclosure. Pursuant to Arizona Revised Statutes Section 33-404, the beneficiary of the Trust Agreement is Security Pacific Capital Leasing Corporation, a Delaware corporation. The address of the beneficiary is Four Embarcadaro Center, Suite 1200, San Francisco, California 94111, Attention: Manager Operations Department/LEV. A copy of the Trust Agreement is available for inspection at the offices of the Owner Trustee at 100 Federal Street, Boston, #164  
#165  
#(165)  
#(165)  
#166  
#(166)  
#(166)  
#167  
#(167)





Massachusetts 02110, Attention of Corporate Trust #168  
Division. # (168)

(e) Amendment No. 1. The single executed orig- #170  
inal of this Amendment No. 1 marked "THIS COUNTERPART IS #171  
THE ORIGINAL COUNTERPART" and containing the receipt of #172  
the Indenture Trustee thereon shall be the Original of #173  
this Amendment No. 1. No security interest in this #174  
Amendment No. 1 may be created or continued through the #175  
transfer or possession of any counterpart other than the #176  
Original. #177

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

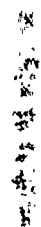
IN WITNESS WHEREOF, each of the parties hereto #179  
has caused this Amendment No. 1. to Facility Lease to be #180,181  
duly executed as of the date first above written, in New #181  
York, New York by an officer thereunto duly authorized. #181

THE FIRST NATIONAL BANK OF #184  
BOSTON, #184)  
not in its individual #185  
capacity, but solely as #185)  
Owner Trustee under a Trust #186  
Agreement, dated as of #186)  
November 1, 1987, with #186)  
Security Pacific Capital #186)  
Leasing Corporation #186)

By \_\_\_\_\_ #188  
Account Manager #188.1

EL PASO ELECTRIC COMPANY, #190

By \_\_\_\_\_ #192  
Senior Vice President #193



State of New York                    )  
                                      ) ss:  
County of New York                    )  
#196  
#197  
#198

The foregoing instrument was acknowledged #201  
before me this \_\_\_\_ day of February, 1988, by WILLIAM #202  
ROYER, Senior Vice President of EL PASO ELECTRIC #203  
COMPANY, a Texas corporation, on behalf of the #204  
corporation. #204)

\_\_\_\_\_  
Notary Public #207  
#208

State of New York                    )  
                                      ) ss:  
County of New York                    )  
#211  
#212  
#213

The foregoing instrument was acknowledged #216  
before me this \_\_\_\_ day of February, 1988, by #217  
\_\_\_\_\_, Account Manager of THE FIRST #218  
NATIONAL BANK OF BOSTON, a national banking association, #218)  
on behalf of the banking association as Owner Trustee #219  
under the Trust Agreement dated as of November 1, 1987 #220  
with Security Pacific Capital Leasing Corporation. #220)

\_\_\_\_\_  
Notary Public #223  
#224



SCHEDULE 1 #227  
to #228  
AMENDMENT NO. 1 #229

SCHEDULE OF CASUALTY VALUES

#232

| <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> | <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> |
|-------------|--|-------------|--|
|-------------|--|-------------|--|

#235

#236

#237,238





SCHEDULE 2 #241  
to #242  
AMENDMENT NO. 1 #243

SCHEDULE OF SPECIAL CASUALTY VALUES

#246

| <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> | <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> |          |
|-------------|--|-------------|--|----------|
|             |  |             |  | #248     |
|             |  |             |  | #249     |
|             |  |             |  | #250,251 |



SCHEDULE 3 #254  
to #255  
AMENDMENT NO. 1 #256

### SCHEDULE OF TERMINATION VALUES

#259

| <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> | <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> |
|-------------|--|-------------|--|
|             |  |             | #262                                       |
|             |  |             | #263                                       |
|             |  |             | #264, 265                                  |



SCHEDULE 4 #268  
to #269  
AMENDMENT NO. 1 #270

SCHEDULE OF MODIFIED SPECIAL CASUALTY VALUES #273

| <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> | <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> |          |
|-------------|--|-------------|--|----------|
|             |  |             |  | #275     |
|             |  |             |  | #276     |
|             |  |             |  | #277,278 |



SCHEDULE 5 #281  
to #282  
AMENDMENT NO. 1 #283

SCHEDULE OF ENHANCED CASUALTY VALUES

#286

| <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> | <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> |          |
|-------------|--|-------------|--|----------|
|             |  |             |  | #288     |
|             |  |             |  | #289     |
|             |  |             |  | #290,291 |





SCHEDULE 6 #294  
to #295  
AMENDMENT NO. 1 #296

SCHEDULE OF BASIC RENT PAYMENTS

| <u>Date</u>     | <u>Percentage<br/>of Facility<br/>Cost</u> | <u>Date</u> | <u>Percentage<br/>of Facility<br/>Cost</u> |
|-----------------|--|-------------|--|
| July 2,<br>1988 | *  |             |  |

#299

#301

#302

#303,304

#304.2

#(304.2)

\*Gives effect to the partial payment of rent for the period beginning this date pursuant to Section 1 of this Amendment No. 1.

1021.8040.2754.SECPACREFIN.06:1

#299.3

#299.4

#(299.4

#299.6

