

SUPPLEMENT NUMBER <>

LESSEE: <>

MASTER LEASE AGREEMENT DATE: <>

This Supplement is issued pursuant to the Master Lease Agreement identified above. All of the terms and conditions of the Master Lease Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth in this Supplement. This Supplement, together with the terms and conditions as incorporated herein, constitutes a separately enforceable lease agreement with respect to the Equipment.

Lessee acknowledges that any assignment or transfer by Lessor permitted under this Lease shall not materially change Lessee's duties or obligations under this Lease or materially increase the burdens or risks imposed upon Lessee.

SUPPLEMENT COMMENCEMENT DATE: <>

The Lease Term shall begin on the Supplement Commencement Date. To the extent that the Equipment is accepted prior to that date, the Lessee shall pay to the Lessor an interim rental representing a proration on a per diem basis of the initial monthly rental specified in each Certificate of Acceptance hereto.

EQUIPMENT: See Certificates of Acceptance to Supplement Number <>.

Lessor and Lessee acknowledge that the foregoing constitutes only a summary of the Equipment necessitated by space limitations. However, both parties acknowledge that the totality of the Equipment is contained in the invoices and related documents pursuant to which the Equipment was originally procured from its manufacturer or distributor (and the exhibits and attachments thereto), which items are hereby incorporated by reference. Acceptance by Lessee under the manufacturer's sale documents shall be deemed acceptance hereunder, as of which date Lessee will provide Lessor with a Certificate of Acceptance hereunder. When and to the extent available, Lessor shall insert in this Supplement serial numbers based upon said documents or the Equipment. At the expiration of the term of this Supplement, Lessee shall return the exact items specified in such invoices and related documents.

LEASE TERM AND RENTAL PAYMENTS: Term <> months, payable monthly on the first day of each month. The amount of payment for months <> through <> shall be specified in each Certificate of Acceptance hereto.

As Equipment is shipped and installed, Lessee shall execute Certificates of Acceptance which shall specify the monthly rental payment for the Equipment listed therein. Upon acceptance by Lessee of all of the Equipment covered by this Supplement Number <>, the monthly rental payment for this Supplement Number <> shall be the total of the monthly rental payments specified in each Certificate of Acceptance hereto.

LOCATION OF EQUIPMENT:

See Certificates of Acceptance to Supplement Number <>.

ADDITIONAL PROVISIONS TO SUPPLEMENT:

Casualty Values... .. Schedule B

Meridian Leasing Corporation
(Lessor)

<>
(Lessee)

By _____
Title:

By _____
Title:

By _____
Title:

SCHEDULE B TO SUPPLEMENT NUMBER <>
To
MASTER LEASE AGREEMENT <>
Between
MERIDIAN LEASING CORPORATION (Lessor)
And
<> (Lessee)

CASUALTY VALUES

The Casualty Value of the Equipment covered by the Supplement identified above, as of any date, shall be the amount indicated below opposite the period of time in which such date occurs. Values for those periods between the ones indicated below can be calculated through interpolation of nearest values.

Months Expired After Supplement Commencement Date	% Total Cost
0	115%
12	100%
24	85%
36	70%
48	55%
60	40%

After the term of lease for such Equipment, and until such item of Equipment has been surrendered to Lessor, as provided in the Master Lease Agreement, the Casualty Value of such Equipment shall be 40%.

Following payment of the Casualty Value, the Lessor and the Lessee shall each make reasonable efforts to obtain bids for the purchase of any existing Equipment suffering such Total Casualty. Such Equipment shall be sold for the highest cash offer then available, or if higher, other offer acceptable to Lessor and Lessee. Upon such sale, the Lessee shall be refunded the amount of the proceeds of the sale less the actual expenses incurred by Lessor in making the sale, including, without limitation, storage, insurance, advertising and sales taxes, but such refund shall not be in excess of the Casualty Value previously paid.

Following payment of the Casualty Value, the Lessee shall be entitled to the proceeds of any insurance covering the Equipment suffering such Total Casualty up to an amount not in excess of the Casualty Value previously paid, but in no event shall the aggregate of amounts refunded to or received by Lessee pursuant to this Schedule B exceed the Casualty Value.

This Schedule is hereby attached to and made a part of the Supplement of the Master Lease Agreement bearing date as set forth above, between MERIDIAN LEASING CORPORATION and Lessee named above.

CERTIFICATE OF ACCEPTANCE

<> OF _____

The undersigned being the Lessee under Supplement Number <>, to Master Lease Agreement dated <>, ("Lease") by and between MERIDIAN LEASING CORPORATION, as Lessor, and the undersigned, as Lessee, hereby certifies as follows:

(a) The equipment listed below is accepted by Lessee as being installed and being acceptable under the terms of the Lease.

EQUIPMENT: Manufactured by <>

LOCATION: <>

<u>Qty</u>	<u>Model/Type</u>	<u>Description</u>
------------	-------------------	--------------------

(b) The Lessor is not known to be in default under the terms of said Lease and Lessee has no known claim against Lessor under the Lease as of the date hereof.

(c) The monthly rental payment for the equipment listed above is <>.

Acceptance

Date: <> _____

<>

(Lessee)

By: _____

Title: _____

