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RECORDATION NO. 15431-E Filed 1436

APR 28 1988-9 10 AM

No. 8-119A030

INTERSTATE COMMERCE COMMISSION

Date APR 28 1988

Fee \$ 13.00

\$ 13.00 filing fee

ICC Washington, D. C.

April 28, 1988

Indenture Supplement Dated as of April 28, 1988  
Supplementing the Trust Indenture and Security Agreement  
Filed Under Recordation No. 15431

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 General Electric Company for filing and recordation counterparts of the following document:

Indenture Supplement dated as of April 28, 1988 of Meridian Trust Company, as Owner Trustee. The Indenture Supplement supplements the Trust Indenture and Security Agreement, dated as of December 22, 1987, previously filed and recorded with the Interstate Commerce Commission on December 29, 1987, at 12:30 P.M., Recordation Number 15431.

The aforementioned document is enclosed. The enclosed counterparts are signed and acknowledged by each of the present parties in interest to the document.

Please file and record the document submitted with this letter and assign it Recordation Number 15431-~~X~~E

Enclosed is a check for \$13.00 payable to the Interstate Commerce Commission for the recordation fee for the Amendment.

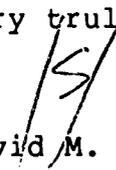
Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish

*This one is 15431-E*

*Counterpart A H Harris*

to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,

  
David M. Jacquin

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

Encls.

65A

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

4/28/88

OFFICE OF THE SECRETARY

David M. Jacquin  
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 4/28/88 at 9:10am, and assigned recordation number(s). 15431-E, 15431-F & 15529-A

Sincerely yours,

*Norita R. McEwen*

Secretary

Enclosure(s)

15431-E

RECORDATION NO. 15431-E  
PAGE 148

APR 28 1988-9 10 AM

INTERSTATE COMMERCE COMMISSION

INDENTURE SUPPLEMENT

INDENTURE SUPPLEMENT dated April 28, 1988 of MERIDIAN TRUST COMPANY, not in its individual capacity but solely as owner trustee (herein called the "Owner Trustee") under the Trust Agreement dated as of December 22, 1987 (herein called the "Trust Agreement"), between the Owner Trustee and the Owner Participant named therein.

W I T N E S S E T H :

WHEREAS, the Trust Indenture and Security Agreement dated as of December 22, 1987 (herein called the "Indenture") between the Owner Trustee and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as Indenture Trustee (herein called the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and any replacement Equipment included in the Collateral, and shall specifically subject such Equipment or replacement Equipment, as the case may be, to a security interest in favor of the Indenture Trustee.

WHEREAS, on December 29, 1987, the Indenture and an Indenture Supplement dated December 29, 1987 were duly recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 and assigned recordation numbers 15431 and 15431-A, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada.

NOW, THEREFORE, This Supplement Witnesseth, that, in consideration of the premises and of the sum of Ten Dollars received by the Owner Trustee from the Indenture Trustee and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest and premium, if any, on the Notes according to their tenor and effect, without priority of any one Note or series thereof over any other such Note or series, and to secure the payment of all other Indebtedness and the performance and observance of all covenants and conditions in the Participation Agreement and the Lease and in the Notes and in the Indenture contained running in favor of the holders of the Notes or the

Indenture Trustee, the Owner Trustee has granted and does hereby grant unto the Indenture Trustee, its successors and assigns, for the security and benefit of the holders of the Notes and the Indenture Trustee, in the trust created by the Indenture, a security interest in all of the right, title and interest of the Owner Trustee in, to and under the following described property:

<u>Equipment</u>	<u>Builder</u>	<u>Quantity</u>	<u>Identifying Road Numbers (inclusive)</u>
General Electric Model B39-8 diesel-electric locomotives	General Electric Company	35	8503 8540 and 8567-8599

together with all accessories, equipment, parts and appurtenances from time to time thereto belonging, owned by the Owner Trustee and appertaining or attached to said property, whether now owned or hereafter acquired by it.

Together with all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any of the property above described, and all property which shall hereafter become physically attached to or incorporated in the property above described, to the extent the same are now owned by the Owner Trustee or shall hereafter be acquired by it.

As further security for the obligations referred to above and secured by the Indenture and hereby, the Owner Trustee has granted and does hereby grant, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the holders of the Notes and the Indenture Trustee, in the trust created by the Indenture, a security interest in all of the right, title and interest of the Owner Trustee in, to and under the Lease Supplement No. 2 of even date (other than Excepted Rights in Collateral, if any) covering the property described above.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the holders of the Notes and the Indenture Trustee for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part thereof, and the

Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

AND, FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in this Supplement and the aforesaid Lease Supplement has been delivered to the Owner Trustee and is included in the property of the Owner Trustee and covered by the lien of the Indenture.

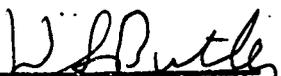
IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be duly executed by one of its officers thereunto authorized as of the day and year first above written.

MERIDIAN TRUST COMPANY,  
not in its individual capacity  
but solely as Owner Trustee  
under the Trust Agreement

By   
Title: AVP

By its execution below, the Builder does hereby acknowledge receipt of payment in full of the Purchase Price of the Units of Equipment hereinabove described and does hereby RELEASE, RELINQUISH and REMISE the purchase money security interest retained by the Builder in such Units of Equipment under and pursuant to the Purchase Agreement. Furthermore, the Builder does hereby consent to and acknowledge the Owner Trustee's grant of a security interest in and to the Owner Trustee's right, title and interest in, to and under the Purchase Agreement pursuant to the within-described Indenture.

GENERAL ELECTRIC COMPANY

By   
Title: General Manager -  
Transportation Systems Marketing Department

[STATE OF Pennsylvania )  
; ss. :  
COUNTY OF Berks )

This 25<sup>th</sup> day of April, 1988, before me personally came Richard H. Babb, to me personally known, who, being by me duly sworn, did depose and say that he is an Assistant Vice President of MERIDIAN TRUST COMPANY, the Pennsylvania trust company described in and which executed the foregoing instrument; that he knows the seal of said Pennsylvania trust company; that the seal affixed to said instrument is such seal; that it was so affixed by authorization of the Board of Directors of said Pennsylvania trust company, and that he signed his name thereto by said authorization.

*Colleen M. Caltagirone*  
Notary Public

COLLEEN M. CALTAGIRONE, Notary Public  
Reading, Berks County, Pa.  
My Commission Expires Feb. 25, 1991