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REGISTRATION NO. 15388-G Filed 1425

REGISTRATION NO. 15388-H

DEC 23 1987 - 11 05 AM

DEC 23 1987 - 11 05 AM

INTERSTATE COMMERCE COMMISSION
December 22, 1987

Ms. Noretta R. McGehee
INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

15388-F Filed 1425

12-23-87
30.00

DEC 23 1987 - 11 05 AM

Dear Secretary:

I have enclosed an original and one copy of the documents described below, to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

These documents are (i) a Lease Schedule, a secondary document, dated December 22, 1987; the primary document to which this is connected is recorded under Recordation No. 1 5388; (ii) an Indenture Supplement, a secondary document, dated December 22, 1987; the primary document to which this is connected is recorded under Recordation No. 1 5388-D and (iii) a Bill of Sale, a primary document, dated December 22, 1987.

The names and addresses of the parties to the documents are as follows:

Lessor: Wilmington Trust Company, individually and as Owner Trustee
Rodney Square North
Wilmington, Delaware 19890

Lessee: Southeastern Pennsylvania Transportation Authority
841 Chestnut Street
Philadelphia, PA 19107

Lender: Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, Illinois 60015

Owner Participant: Ford Motor Credit Company
The American Road
Dearborn, Michigan 48121-1729

Counterpart - Howard Woodford

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Indenture

Trustee: The Connecticut National Bank
777 Main Street
Hartford, CT 06115

Vendor: Bombardier Inc.
800 Dorchester Boulevard West
Montreal, Quebec
Canada H3B 1Y8

A description of the equivalent covered by the documents follows:

See Schedule I attached hereto.

A fee of thirty dollars (\$30.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

William A. Snedeker
Morgan, Lewis & Bockius
101 Park Avenue
New York, New York 10178

A short summary of the documents to appear in this index follows:

1. Lease Schedule, between
Wilmington Trust Company, as Owner Trustee
Rodney Square North
Wilmington, DE 19890

and

Southeastern Pennsylvania Transportation
Authority, as Lessee
841 Chestnut Street
Philadelphia, PA 19107
Dated: December 22, 1987 and covering the
Equipment described in Schedule I attached hereto.

2. Indenture Supplement, by
Wilmington Trust Company
as Owner Trustee,
Rodney Square North
Wilmington, DE 19890
Dated: December 22, 1987
Wherein, the Owner Trustee grants to the Indenture
Trustee a security interest in the Equipment
described in Schedule I hereto

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3. Bill of Sale between
Bombardier Inc.
800 Dorchester Boulevard West
Montreal, Quebec
Canada H3B 1Y8

and

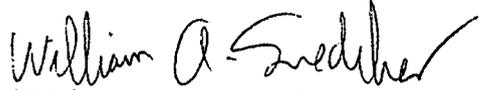
Wilmington Trust Company, as Owner Trustee,
Purchaser

Rodney Square North
Wilmington, DE 19890

Dated: December 22, 1987

Wherein, Grantor transfers for valuable
consideration, all right and title to the
Equipment listed in Schedule I hereto.

Very truly yours,



William A. Snedeker

DEC 28 1987 - 11 25 AM

INDENTURE SUPPLEMENT

INTERSTATE COMMERCE COMMISSION

THIS TRUST INDENTURE SUPPLEMENT, dated December 22, 1987, by WILMINGTON TRUST COMPANY, a banking corporation organized and existing under the laws of the State of Delaware ("WTC"), not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement dated as of November 1, 1987 (the "Trust Agreement") between WTC in its individual capacity and an Owner Trustee and the entity named as the Owner Participant in said Trust Agreement (the "Owner Participant"),

WITNESSETH:

WHEREAS, the Trust Indenture dated as of November 1, 1987 (the "Indenture") between the Owner Trustee and the Connecticut National Bank, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of a Supplement thereto substantially in the form hereof, which Supplement shall particularly describe the Units of Equipment and Spare Parts (such terms and all capitalized terms used herein and not otherwise defined herein being herein used with the meanings, respectively, specified in the Indenture), by having attached thereto a copy of the Lease Schedule covering such Units of Equipment and Spare Parts, and shall specifically mortgage such Units of Equipment and Spare Parts to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Units of Equipment and Spare Parts described in the copy of the Lease Schedule of even date attached hereto and made a part hereof;

NOW, THEREFORE, to secure the prompt payment of the principal of and interest on all of the Notes from time to time outstanding under the Indenture, and payment of all other amounts due or to become due to the holders of the Notes under the Indenture, the Support Agreement, the Lease or the Participation Agreement and the performance and observance by the Owner Trustee, the Owner Participant and the Lessee of all the agreements, covenants and provisions in the Indenture, the Support Agreement, the Lease or the Participation Agreement for the benefit of the holders of the Notes and in the Notes contained, for the uses and purposes and subject to the terms and provisions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Notes by the holders thereof, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Owner Trustee (1) has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, hypothecated, pledged and confirmed and granted a security interest, and does hereby

grant, bargain, sell, assign, transfer, convey, mortgage, hypothecate, pledge and confirm and grant a security interest, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the ratable security and benefit of the holders from time to time of the Notes, a first security interest and mortgage Lien on the Units of Equipment and Spare Parts described in the aforementioned copy of the Lease Schedule attached hereto, and (2) has assigned, transferred and set over, and does hereby assign, transfer and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Schedule of even number and date, referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the ratable benefit of the holders from time to time of the Notes;

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, forever;

IN TRUST, NEVERTHELESS, for the ratable benefit and security of the holders from time to time of the Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

AND, FURTHER, the Owner Trustee hereby acknowledges that the Unit or Units of Equipment and Spare Parts referred to in the aforesaid Lease Schedule attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the Collateral of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of the Indenture which is hereby incorporated by reference herein and hereby ratified, approved and confirmed. The Owner Trustee has caused this Supplement to be duly executed by its officer thereunto duly authorized, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as trustee, as Owner Trustee

By

Title:



VP.

