

INDENTURE SUPPLEMENT NO. 3 AND  
AMENDMENT NO. 2 TO INDENTUREDEC 10 1992 - 11 25 AM  
INTERSTATE COMMERCE COMMISSION

This INDENTURE SUPPLEMENT NO. 3 AND AMENDMENT NO. 2 TO INDENTURE, dated December 10, 1992 (this "Supplement"), is between SOCIETY NATIONAL BANK (successor by merger to Ameritrust Company National Association), a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (Santa Fe Trust No. 1992-1), dated as of June 25, 1992 (the "Trust Agreement"), between the Owner Trustee and NYNEX CREDIT COMPANY, a Delaware corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (Santa Fe Trust No. 1992-1), dated as of June 25, 1992 (together with all amendments and supplements heretofore entered into, including Indenture Supplement No. 1 (as hereinafter defined) and Indenture Supplement No. 2 (as hereinafter defined), the "Indenture"), among the Owner Trustee and the Indenture Trustee.

**W I T N E S S E T H:**

WHEREAS, the Owner Trustee and the Indenture Trustee have heretofore entered into the Indenture and, unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Indenture;

WHEREAS, the Owner Trustee and the Indenture Trustee have heretofore entered into that certain Indenture Supplement No. 1, dated June 25, 1992 ("Indenture Supplement No. 1");

WHEREAS, the Owner Trustee and the Indenture Trustee have heretofore entered into that certain Indenture Supplement No. 2 and Amendment No. 1 to Indenture, dated August 27, 1992 ("Indenture Supplement No. 2");

WHEREAS, this Supplement relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof;

WHEREAS, the Owner Trustee and the Indenture Trustee desire to amend certain provisions of the Indenture as permitted by Section 11.1(a) of the Indenture; and

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment with respect to which the Series of Trust Certificates issued

hereunder relate, by having attached thereto a copy of the applicable Lease Supplement and shall specifically submit such Units of Equipment to the Lien of the Indenture and this Indenture Supplement;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Premium, if any, and interest on, each Series of Trust Certificates from time to time Outstanding under the Indenture (including those Outstanding under this Indenture Supplement) and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Certificate Holders contained in the Indenture and in the Operative Agreements to which it is a party, and for the uses and purposes and subject to the terms and provisions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in the Indenture and this Indenture Supplement, and of the acceptance of the Trust Certificates by the Certificate Holders, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge, and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Certificate Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under (i) the property comprising the Units described in the copy of the Lease Supplement attached hereto as Exhibit A and (ii) the Lease and the Lease Supplement relating thereto and all Rent thereunder with respect to the Equipment to which the Series of Trust Certificates issued under this Indenture Supplement relate, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated Loss Value and Termination Value) required to be made by the Lessee thereunder with respect to such Equipment, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the Certificate Holders.

BUT SUBJECT, HOWEVER, TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE INDENTURE, SUCH EXCLUSIONS INCLUDING, any and all Excepted Property now existing or hereafter arising.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Certificate Holders from time to time, and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Trust Certificates issued and Outstanding under the Indenture rank on a parity with each other Trust Certificate and that, as to each other Trust Certificate, they be secured equally and ratably by the collateral described herein and in other Indenture Supplements, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise; provided, that, for ease of administration, certain of the Units have been allocated to particular Series of Trust Certificates and such allocation may result, with respect to Section 6.1 of the Indenture, in prepayment of one or more but not all Series of Trust Certificates.

The Trust Certificates issued under this Indenture Supplement shall be designated as Trust Certificates, Series 1992-2A, Subseries No. 1 and Subseries No. 2. The Trust Certificates shall be substantially in the forms set forth in Exhibit B1 and Exhibit B2 hereto. The Trust Certificates issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued with the Maturity Date and shall bear interest as specified in Exhibit B1 and Exhibit B2 hereto. The principal of each Trust Certificate shall be payable as indicated in Exhibit B1 and Exhibit B2 attached hereto.

Sections 6.1(a)(1)(A), 6.1(b)(A) and 6.1(d)(A) are hereby amended by inserting the phrase "and the Trust Certificates, Series 1992-2A, Subseries No. 1 and Subseries No. 2" immediately after the phrase "in the case of any Outstanding Trust Certificates held by the Initial Certificate Holder," in clause (A) of each of said Sections.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and this Indenture Supplement is hereby incorporated by reference therein and the Indenture is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Units of Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof have been delivered to the Owner Trustee and are included in the property 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.

IN WITNESS WHEREOF, SOCIETY NATIONAL BANK, as the Owner Trustee, and HARRIS TRUST AND SAVINGS BANK, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

SOCIETY NATIONAL BANK, not in its individual capacity, but solely as Owner Trustee

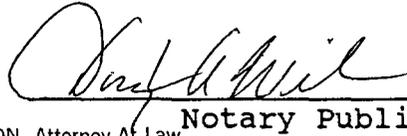
By   
Name: R. SCHMIDT  
Title: VICE PRESIDENT

HARRIS TRUST AND SAVINGS BANK, not in its individual capacity, except as otherwise provided, but solely as Indenture Trustee

By   
Name: R. G. MASON  
Title: VICE PRESIDENT

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA ) SS

On this 4th day of DECEMBER, 1992, before me personally appeared R. SCHMIDT, to me personally known, who being by me duly sworn, said that she is a VICE PRESIDENT of SOCIETY NATIONAL BANK, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

DOUGLAS A. WILSON, Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03 Revised Code

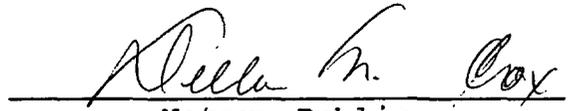
[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

On this 8th day of DECEMBER, 1992, before me personally appeared R. G. MASON, to me personally known, who being by me duly sworn, said that he is VICE PRESIDENT of HARRIS TRUST AND SAVINGS BANK, that said instrument was signed on such date on behalf of said corporation on such day 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.

"OFFICIAL SEAL"  
DELLA M. COX  
Notary Public, State of Illinois  
My Commission Expires May 15, 1996  
[NOTARIAL SEAL]

  
\_\_\_\_\_  
Notary Public

My commission expires: May 15, 1996

LEASE SUPPLEMENT NO. 3

Dated December 10, 1992

between

SOCIETY NATIONAL BANK,  
not in its individual capacity  
but solely as Owner Trustee,  
Lessor

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,  
Lessee

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CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (SANTA FE TRUST NO. 1992-1), DATED AS OF June 25, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

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[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December \_\_, 1992, at \_\_: \_\_.M. Recordation Number \_\_, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on December \_\_, 1992, at \_\_: \_\_.M.]\*/

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\*/ For conformed copy.

LEASE SUPPLEMENT NO. 3

This LEASE SUPPLEMENT NO. 3, dated December 10, 1992 (this "Lease Supplement"), is between SOCIETY NATIONAL BANK (successor by merger to Ameritrust Company National Association), not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-1), dated as of June 25, 1992 (together with all amendments and supplements heretofore entered into, including that certain Lease Supplement No. 1, dated June 25, 1992, and that certain Lease Supplement No. 2 and Amendment No. 1 to Lease, dated August 27, 1992, the "Lease"; and unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease); and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease in accordance with the terms thereof and the second Closing Date shall be the date of this Lease Supplement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is acknowledged, the Lessor and the Lessee agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values and Termination Values. The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the appropriate portions of revised Schedules 3, 4 and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease and all terms, conditions and covenants contained in the Lease, as amended and supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 25, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

9. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease Supplement to be duly delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

SOCIETY NATIONAL BANK,  
not in its individual capacity,  
but solely as Owner Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE SEAL

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE SEAL

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Receipt of the original  
counterpart of the foregoing  
Lease Supplement is hereby  
acknowledged this \_\_\_\_ day  
of \_\_\_\_\_, 1992.\*/

\_\_\_\_\_  
as Indenture Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\*/ on chattel paper original only

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ of \_\_\_\_\_, 1992, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively of SOCIETY NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they 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 ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

SCHEDULE 1

Units

SCHEDULE 1

Equipment

<u>No. of Units</u>	<u>Description of Equipment</u>	<u>Road Numbers</u>
40	Model Dash 8-40CW, 3800 h.p. six-axle, diesel-electric locomotives	801-851, both inclusive, odd numbers only, and 853-866, both inclusive



This Trust Certificate is one of a duly authorized issue of Trust Certificates issued under the Indenture, designated 6.95% Trust Certificates — Series 1992-2A, Subseries No. 1, limited in aggregate principal amount to \$9,400,000, the principal amount of such Trust Certificates to be payable as set forth below:

PAYMENT DATE	PRINCIPAL AMOUNT
December 9, 1994	\$287,000
June 9, 1995	549,000
December 9, 1995	568,000
June 9, 1996	587,000
December 9, 1996	606,000
June 9, 1997	625,000
December 9, 1997	644,000
June 9, 1998	673,000
December 9, 1998	697,000
June 9, 1999	721,000
December 9, 1999	746,000
June 9, 2000	772,000
December 9, 2000	799,000
June 9, 2001	827,000

Reference is made to the Indenture and all supplements and amendments thereto (a copy of which is on file with the Indenture Trustee at its principal corporate trust office) for a more complete statement of the terms and provisions thereof, including a statement of the properties thereby conveyed, pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Owner Trustee, the Lessee, the Indenture Trustee and the Certificate Holders, the waiver by any purchaser of this Trust Certificate of the benefits of Section 111(b) of Title 11 of the United States Bankruptcy Code and the other terms upon which the Trust Certificates are, and are to be, executed and delivered, as well as for a statement of the terms and conditions of the trust created by the Indenture, to all of which terms and conditions in the Indenture each Certificate Holder agrees by its acceptance of this Trust Certificate.

As more fully provided in the Indenture, the Trust Certificates are subject to prepayment in whole or in part, or purchase, under the circumstances and in the amounts, including Premium, if any, set forth below, and as otherwise provided in the Indenture, including prepayment without Premium pursuant to Section 3.3(e) (iii) of the Indenture, in each case on 30 days' irrevocable notice to the Certificate Holders:

(a) Upon the occurrence of an Event of Loss with respect to a Unit, if such Unit is not replaced pursuant to Section 11.2 of the Lease, principal on each Outstanding Trust Certificate of the Series relating to such Unit shall be prepaid in part, together with interest (without Premium) at a Prepayment Price equal to the sum of (x) as to principal thereof, an amount equal to the product obtained by multiplying the aggregate Current Principal Amount of each Outstanding Trust Certificate of the Series relating to such Unit as of the Prepayment Date for such Unit (after deducting therefrom the related scheduled principal payment, if any, due on the Prepayment Date) by a fraction, the numerator of which shall be the Equipment Cost of such Unit and the denominator of which shall be the aggregate Equipment Cost of the Equipment relating to such Series as of the Lease immediately prior to such Prepayment Date, and (y) as to interest, the aggregate amount of interest accrued and unpaid in respect of the principal amount to be prepaid pursuant to clause (x) above to but not including the Prepayment Date after giving effect to the application of any Basic Rent, Interim Interest and Supplemental Rent paid in accordance with Section 3.5 of the Lease paid on or prior to the date of such prepayment. Each prepayment made pursuant to this clause (1) shall be (A) applied to the prepayment of such Trust Certificates being prepaid so that each of the remaining installments of each such Trust Certificate shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of such Trust Certificate immediately prior to the prepayment and (B) made ratably over the Trust Certificates of the Series relating to such Unit, without priority of any one such Trust Certificate over any other.

(2) The Prepayment Date for Trust Certificates to be prepaid, in whole or in part, pursuant to this paragraph (a) shall be the Settlement Date related to the Event of Loss giving rise to the prepayment. (b) Upon the termination of the Lease with respect to a Unit pursuant to Section 10 thereof, in the case where such termination is a result of a determination by the Lessee that such Unit is obsolete or surplus to the needs of the Lessee, principal on each Outstanding Trust Certificate of the Series relating to such Unit shall be prepaid in part, together with interest at a Prepayment Price equal to the sum of (x) as to principal thereof, an amount equal to the product obtained by multiplying the Current Principal Amount of each Outstanding Trust Certificate of the Series relating to such Unit as of the Prepayment Date for such Unit (after deducting therefrom the related scheduled principal payment, if any, due on the Prepayment Date) by a fraction, the numerator of which shall be the Equipment Cost of such Unit and the denominator of which shall be the aggregate Equipment Cost of the Equipment relating to such Series then subject to the Lease immediately prior to such Prepayment Date, (y) as to interest, the aggregate amount of interest accrued and unpaid in respect of the principal amount to be prepaid pursuant to clause (x) above to but not including the Prepayment Date after giving effect to the application of any Basic Rent on or prior to the date of such prepayment, and (z) plus a Premium, if any, if the prepayment pursuant to this paragraph (b) is made on or prior to the twelfth anniversary of the original issue date of such Trust Certificates with respect to such Series and thereafter without Premium. Each prepayment made pursuant to this paragraph (b) shall be (A) applied to the prepayment of such Trust Certificates being prepaid so that each of the remaining installments of each such Trust Certificate shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of such Trust Certificate immediately prior to the prepayment and (B) made ratably over the Trust Certificates of the Series relating to such Unit, without priority of any one such Trust Certificate over any other. The Prepayment Date for Trust Certificates to be prepaid pursuant to this paragraph (b) shall be the Termination Date applicable to such Unit.

(c) Upon the request of the Owner Trustee, whether pursuant to Section 10.2 of the Participation Agreement or, except for a prepayment pursuant to Section 8.3(e)(ii) of the Indenture, otherwise, upon at least 60 days' (but no more than 90 days) prior irrevocable notice to the Indenture Trustee, provided that, so long as no Lease Event of Default shall have occurred and be continuing, the Owner Trustee shall have received written consent to such prepayment from the Lessee prior to the giving of such notice, each Outstanding Trust Certificate issued under a particular Indenture Supplement, in each case shall be prepaid at a Prepayment Price equal to the Current Principal Amount thereof together with accrued but unpaid interest thereon to, but not including, the applicable Prepayment Date plus a Premium, if any, if the prepayment pursuant to this paragraph (c) is made on or prior to the twelfth anniversary of the original issue date of such Trust Certificates with respect to such Series and thereafter without Premium. The Prepayment Date for Trust Certificates to be prepaid pursuant to this paragraph (c) shall be specified in the notice referred to in the first sentence of this paragraph (c).

(d) Upon the termination of the Lease with respect to a Unit pursuant to Section 10 thereof relating solely to a Required Modification being deemed by the Lessee to be economically impractical, principal on each Outstanding Trust Certificate of the Series relating to such Unit shall be prepaid, together with interest (without Premium) in part at a Prepayment Price equal to the sum of (x) as to principal thereof, an amount equal to the product obtained by multiplying the Current Principal Amount of each Outstanding Trust Certificate of the Series relating to such Unit as of the Prepayment Date for such Unit (after deducting therefrom the related scheduled principal payment, if any, due on the Prepayment Date) by a fraction, the numerator of which shall be the Equipment Cost of such Unit and the denominator of which shall be the aggregate Equipment Cost of the Equipment relating to such Series then subject to the Lease immediately prior to such Prepayment Date, and (y) as to interest, the aggregate amount of interest accrued and unpaid in respect of the principal amount to be prepaid pursuant to clause (x) above to but not including the Prepayment Date after giving effect to the application of any Basic Rent on or prior to the date of such prepayment. Each prepayment made pursuant to this paragraph (d) shall be (A) applied to the prepayment of such Trust Certificates being prepaid so that each of the remaining installments of each such Trust Certificate shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of such Trust Certificate immediately prior to the prepayment and (B) made ratably over the Trust Certificates of the Series relating to such Unit without priority of any one such Trust Certificate over any other. The Prepayment Date for Trust Certificates to be prepaid pursuant to this paragraph (d) shall be the Payment Date that occurs on the Termination Date applicable to such Unit.

"Average Life Date" shall mean, with respect to the prepayment of a Trust Certificate, the date which follows the Prepayment Date by a period equal to the Remaining Weighted Average Life at the Prepayment Date of such Trust Certificate.

"Investment Banker" shall mean an independent investment banking institution of national standing appointed by the Lessee.

"Make-Whole Amount" shall mean, with respect to the principal amount of Trust Certificates to be prepaid on any Prepayment Date, the amount which the Investment Banker determines as of the second Business Day prior to such Prepayment (y) to be necessary to protect the Certificate Holders from the loss of interest on the principal amount of such Trust Certificates to be prepaid on such Prepayment Date, discounted semi-annually on each Prepayment Date at a rate equal to the Treasury Rate, based on a 360-day year of twelve 30-day months over (ii) the aggregate unpaid principal amount of such Trust Certificate plus any accrued but unpaid interest thereon by (b) a fraction the numerator of which shall be the principal amount of such Trust Certificate to be prepaid on such Prepayment Date and the denominator of which shall be the aggregate unpaid principal amount of such Trust Certificate, provided that the aggregate unpaid principal amount of such Trust Certificate for the purposes of clause (a)(ii) and (b) of this definition shall be determined after deducting the principal payment, if any, due on such Prepayment Date.

"Premium" shall mean the Make-Whole Amount.

"Remaining Weighted Average Life" shall mean, with respect to prepayment of a Trust Certificate, the number of days equal to the quotient obtained by dividing (A) the sum of the products obtained by multiplying (i) the amount of each remaining principal payment on such Trust Certificate by (2) the number of days from and including the Prepayment Date to but excluding the scheduled Payment Date of such principal payment by (B) the principal amount of such Trust Certificate.

"Treasury Rate" shall mean with respect to prepayment of each Trust Certificate, a per annum rate (expressed as a semiannual equivalent and as a decimal and, in the case of United States Treasury bills, converted to a bond equivalent yield) determined to be the per annum rate equal to the semiannual yield to maturity for United States Treasury securities maturing on the Average Life Date of such Trust Certificate, as determined by interpolation between the most recent weekly average yields to maturity for two series of United States Treasury securities, (A) one maturing as close as possible to, but earlier than, the Average Life Date of such Trust Certificate and (B) the other maturing as close as possible to, but later than, the Average Life Date of such Trust Certificate, in each case as published in the most recent H.15(519) (or, if a weekly average yield to maturity for United States Treasury securities maturing on the Average Life Date of such Trust Certificate is reported in the most recent H.15(519), as published in H.15(519)), "H.15(519)" means "Statistical Release H.15(519), Selected Interest Rates" or any successor publication, published by the Board of Governors of the Federal Reserve System. The most recent H.15(519) means the latest H.15(519) which is published prior to the close of business on the third Business Day preceding the scheduled Prepayment Date.

If an Indenture Event of Default shall occur and be continuing, the unpaid principal amount of the Trust Certificates may, subject to the terms of the Indenture, be declared due and payable in the manner and with the effect provided in the Indenture, and only if, such an event of default is caused by an event of default by the Lessee under the Lease, the Indenture Trustee may declare the Lease to be in default, and may, subject to the limitations set forth in the Granting Clause to and Article VIII of the Indenture, to the exclusion of the Owner Trustee, exercise one or more of the remedies of the Owner Trustee provided in the Lease.

The right of a Certificate Holder to institute action for any remedy under the Indenture, including the enforcement of payment of any amount due hereon, is subject to certain limitations specified in the Indenture including that a Majority in Interest of Certificate Holders theretofore have made a written request to the Indenture Trustee to pursue such remedy.

As provided in the Indenture and subject to certain limitations therein set forth, this Trust Certificate is transferable, and upon surrender of this Trust Certificate for registration or transfer at the principal corporate trust office of the Registrar, or at the office or agency maintained for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Registrar duly executed by, the Certificate Holder or his attorney duly authorized in writing, one or more new Trust Certificates of the same maturity, Series and type and of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Trust Certificates are issuable only as registered Trust Certificates.

No service charge shall be made for any such registration of transfer or exchange, but the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Prior to due presentation for registration of transfer of this Trust Certificate, the Owner Trustee, the Indenture Trustee, the Paying Agent, the Registrar and the Lessee may deem and treat the Person in whose name this Trust Certificate is registered as the absolute owner hereof for the purpose of receiving payment of the principal of and interest on this Trust Certificate and for all other purposes whatsoever whether or not this Trust Certificate be overdue, and neither the Owner Trustee, the Indenture Trustee, the Paying Agent, the Registrar nor the Lessee shall be affected by notice to the contrary.

AS PROVIDED IN THE INDENTURE, THE INDENTURE AND THIS TRUST CERTIFICATE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REFERENCE TO THE CHOICE OF LAW DOCTRINE OF SUCH STATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	— as tenants in common	UNIF GIFT MIN ACT	—	Custodian	_____
TEN ENT	— as tenants by the entirety—husband and wife with right of survivorship			(Cust)	(Minor)
JT TEN	— as joint tenants with right of survivorship and not as tenants in common			under Uniform Gifts to Minors Act	(State)

Additional abbreviations may also be used though not in the above list.

NO "EMPLOYEE BENEFIT PLAN" WITHIN THE MEANING OF SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") WHICH IS SUBJECT TO TITLE I OF ERISA, "PLAN" WITHIN THE MEANING OF SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") OR ENTITY THAT IS DEEMED TO HOLD PLAN ASSETS WITHIN THE MEANING OF 29 C.F.R. §2510.3-101 OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN MAY ACQUIRE OR HOLD ANY OF THE TRUST CERTIFICATES. CERTAIN GOVERNMENTAL AND NON-ELECTING CHURCH PLANS, HOWEVER, ARE NOT SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OF THE CODE, AND, THEREFORE, MAY ACQUIRE AND HOLD TRUST CERTIFICATES.

For Value Received, \_\_\_\_\_ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

Please print or typewrite name and address including postal zip code of assignee

\_\_\_\_\_ the within Equipment Trust Certificate and do hereby irrevocably constitute and appoint \_\_\_\_\_ Attorney

\_\_\_\_\_ to transfer the said Equipment Trust Certificate on the Books of the within named Trustee with full power of substitution in the premises.

Dated \_\_\_\_\_

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ANY CHANGE WHATSOEVER.



