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February 4, 1994

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RECORDATION NO. 18636-E FILED 1425

FEB -4 1994 -12 05 PM

Honorable Sidney L. Strickland,
Secretary
Interstate Commerce Commission
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION

0100105013

Dear Secretary Strickland:

I have enclosed six originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

The document is Trust Indenture Supplement No. 2, a secondary document, dated February 4, 1994. The primary document to which this is connected is recorded under Recordation No. 18636. We request that this document be recorded under Recordation No. 18636-E.

The name and address of the party to Trust Indenture Supplement No. 2 is:

Owner Trustee:

Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, CT 06115

A description of the equipment covered by Trust Indenture Supplement No. 2 consists of 10 GP60 3,800 HP locomotives numbered SP 9785-9794, inclusive.

A fee of \$18.00 is enclosed. Please return five originals to:

Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

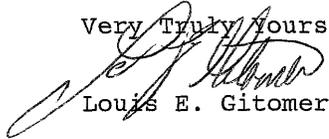
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Honorable Sidney L. Strickland, Jr.
February 4, 1994
Page 2

A short summary of the document to appear in the index follows: Trust Indenture Supplement No. 2 by Shawmut Bank Connecticut, National Association, 777 Main Street, Hartford, CT 06115, covering 10 GP60 3,800 HP locomotives numbered SP 9785-9794, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosure

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INTERSTATE COMMERCE COMMISSION

TRUST INDENTURE SUPPLEMENT NO. 2

THIS TRUST INDENTURE SUPPLEMENT NO. 2, dated February 4, 1994 (this "*Indenture Supplement*"), of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee (the "*Owner Trustee*") under the Trust Agreement dated as of December 15, 1993 (the "*Trust Agreement*");

WITNESSETH:

WHEREAS, Trust Indenture and Security Agreement dated as of December 15, 1993 (the "*Indenture*"), between the Owner Trustee and State Street Bank and Trust Company of Connecticut, National Association, as Indenture Trustee (the "*Indenture Trustee*"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Equipment described on Schedule 1 attached hereto and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, 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 (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Equipment described on Schedule 1 attached hereto, and (ii) has sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith with respect to the Equipment described on Schedule 1 hereto (excluding, however, any rights to Excepted Property thereunder), to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

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 holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

Schedule 1

UNITS

	<u>No. of Units</u>	<u>Description</u>	<u>Road Numbers</u>
Class I	10	GP60 3,800 HP Locomotives	SP9785 through SP9794, inclusive