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June 29, 1994

RECORDATION NO. 18636-G FILED 1994

JUN 29 1994 -2 26 PM

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INTERSTATE COMMERCE COMMISSION

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

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. 3, a secondary document, dated June 29, 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-G.

The name and address of the party to Trust Indenture Supplement No. 3 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. 3 consists of three SD70M 4,000 HP locomotives numbered SP 9800, 9801, and 9806.

*counterparts*  
*James H. Ad. s/f*

BALL, JANIK & NOVACK

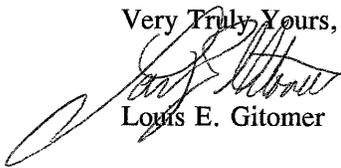
Honorable Sidney L. Strickland, Jr.  
June 29, 1994  
Page 2

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

Louis E. Gitomer  
Ball, Janik & Novack  
Suite 1035  
1101 Pennsylvania Avenue, N.W.  
Washington, DC 20004

A short summary of the document to appear in the index follows: Trust Indenture Supplement No. 3 by Shawmut Bank Connecticut, National Association, 777 Main Street, Hartford, CT 06115, covering three SD70M 4,000 HP locomotives numbered SP 9800, 9801, and 9806.

Very Truly Yours,



Louis E. Gitomer

Enclosure

RECORDATION NO. 18636-G FILED 1426

JUN 29 1994 - 2 25 PM

INTERSTATE COMMERCE COMMISSION

**TRUST INDENTURE SUPPLEMENT NO. 3**

THIS TRUST INDENTURE SUPPLEMENT NO. 3, dated June 29, 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.

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

This Supplement may be executed by the Owner 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 Equipment referred to in the attached Schedule 1 has been delivered to the Owner Trustee and is 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, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL  
ASSOCIATION, not in its individual  
capacity, but solely as Owner Trustee

By   
Name: Alan B. Coffey  
Title: Assistant Vice President

STATE OF **CONNECTICUT**  
COUNTY OF **HARTFORD** SS

On this \_\_\_\_ day of June, 1994, before me personally appeared Alan B. Coffey, to me personally known, who being by me duly sworn, say that he is an Assistant Vice President of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed on such date on behalf of said corporation 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.

  
Notary Public

[NOTARIAL SEAL]

My commission expires:

**DAWN P. HEINTZ**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 1997

**DESCRIPTION OF ITEMS OF EQUIPMENT**

DESCRIPTION OF UNITS	SELLER	ROAD NUMBERS
3 SD70M 4,000 HP Locomotives	General Motors Corporation (Electro-Motive Division)	SP9800; SP9801 and SP9806

SCHEDULE 1  
(to Trust Indenture Supplement No. 3)