

RECORDATION NO. 19605 FILED 1425

SEP 20 1995 - 12 55 PM

TRUST INDENTURE SUPPLEMENT NO. 1

**(UTC Trust No. 1995-A)
(L-13B)**

INTERSTATE COMMERCE COMMISSION

This Indenture Supplement No. 1 (UTC Trust No. 1995-A) (L-13B), dated September 20, 1995 (this "*Indenture Supplement*"), of State Street Bank and Trust Company, a Massachusetts trust company, not in its individual capacity but solely as trustee (the "*Owner Trustee*") under the Trust Agreement (UTC Trust No. 1995-A) (L-13B), dated September 20, 1995 (the "*Trust Agreement*"), between the Owner Trustee in its individual capacity and BNY Capital Funding Corp., a New York corporation, as Owner Participant:

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (UTC Trust No. 1995-A) (L-13B) dated September 20, 1995 (the "*Indenture*"), between the Owner Trustee and The First National Bank of Chicago, as Indenture Trustee (the "*Indenture Trustee*"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof each of which shall particularly describe the Units covered by a related Lease Supplement under the Lease, by having attached thereto a copy of such related Lease Supplement, and shall specifically mortgage such Units to the Indenture Trustee;

WHEREAS, the Indenture includes the Units described in the copy of Lease Supplement No. 1 attached hereto and made a part hereof; and

WHEREAS, an executed counterpart of the Indenture is attached to this Indenture Supplement;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and Make-Whole Amount, 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, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Equipment described in the copy of Lease Supplement No. 1 attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to such Lease Supplement (excluding, however, any rights to Excepted Property thereunder), referred to above, 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.

It is the intention of the parties hereto that all Equipment Notes issued and outstanding under this Indenture Supplement rank on a parity with each other Equipment Note and with each other series of the Equipment Notes and that, as to each other Equipment Note of and each other series of the Equipment Notes, they be secured equally and ratably by the collateral described herein, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise, and that each such Equipment Note be entitled to the same benefits and security in the Indenture and this Indenture Supplement as each other.

The Equipment Notes issued under this Indenture Supplement shall be designated as Equipment Notes 1995-A, Series A or Series B. The Equipment Notes shall be substantially in the form set forth in Section 2.01 of the Indenture. The Equipment Notes issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued in the maturities and principal amounts and shall bear interest as specified in Exhibits B and B-1 hereto. The principal of each Equipment Note shall be payable in installments, on each Installment Payment Date and the Maturity Date, in amounts equal to the Installment Payment Amount for each such Installment Payment Date and Maturity Date as set forth for such Equipment Notes.

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 aforesaid Lease Supplement attached hereto and made a part hereof 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.

