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TRUST INDENTURE AND SECURITY AGREEMENT
SUPPLEMENT (1996-1) NO. 1

TRUST INDENTURE AND SECURITY AGREEMENT SUPPLEMENT (1996-1) NO. 1 dated March 29, 1996 (this "Supplement"), by and between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee (the "Owner Trustee"), and HARRIS TRUST AND SAVINGS BANK (the "Indenture Trustee").

RECITAL:

The Trust Indenture and Security Agreement, dated as of March 15, 1996 (herein, together with any amendments and supplements heretofore made thereto, called the "Trust Indenture"), between the parties hereto, provides for the execution and delivery on each Closing Date (such term and other defined terms in the Trust Indenture being herein used with the same meanings and the rules of interpretation applicable thereto being applicable hereto) of a Supplement thereto substantially in the form hereof, which shall particularly describe the Items of Equipment being acquired on such Closing Date and shall specifically grant and confirm a security interest in such Items of Equipment to the Indenture Trustee;

NOW, THEREFORE, the Owner Trustee in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the payment of the principal of and interest on the Notes at any time outstanding under the Trust Indenture according to their tenor and effect, and to secure the payment and performance of all other indebtedness and obligations secured by the Trust Indenture does hereby convey, warrant, mortgage, assign and pledge unto the Indenture Trustee, its successors and assigns, and grant to the Indenture Trustee, its successors and assigns a security interest in, forever, all and singular of the Owner Trustee's right, title and interest in the Items of Equipment described in Schedule 1 attached hereto, whether now owned by the Owner Trustee or hereafter acquired, leased or intended to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to such Items of Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Items of Equipment, together with all the rents, issues, income, profits and avails therefrom, in each case excepting (i) such thereof as remain the property of the Lessee under the Lease and (ii) all Excepted Rights in Collateral.

TO HAVE AND TO HOLD the aforesaid property unto the Indenture Trustee, its successors and assigns forever, upon the terms and conditions set forth in the Trust Indenture for its benefit, security and protection.

Attached as Schedule 1 to the Indenture are amortization schedules for each Series of Note(s) issued on March 29, 1996.

It is expressly understood and agreed by and between the Owner Trustee, the Owner Participant, the Indenture Trustee and their respective successors and assigns that, except as expressly provided in Section 2.2 of the Indenture, this Supplement and each other Operative Agreement is executed by the Trust Company, not in its individual capacity or personally but solely as Owner Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Owner Trustee, that (except as otherwise expressly provided in the Indenture) each and all of the representations, undertakings and agreements herein and therein made on the part of the Owner Trustee are each and every one of them made and intended not as personal representations, undertakings and agreements by the Trust Company or the Owner Participant, or for the purpose or with the intention of binding the Trust Company or the Owner Participant in its individual capacity or personally, but are made and intended for the purpose of binding only the Trust Estate, that this Supplement is executed and delivered by the Trust Company solely in the exercise of the powers expressly conferred upon the Trust Company as Owner Trustee under the Trust Agreement, that actions to be taken by the Owner Trustee pursuant to its obligations hereunder and thereunder may, in certain instances, be taken by the Owner Trustee only upon specific authority of the Owner Participant, that nothing herein or therein contained shall be construed as creating any liability on the Trust Company or the Owner Participant, in its individual capacity or personally, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, the Trust Company or the Owner Participant, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the Indenture Trustee and by any person claiming by, through or under the Indenture Trustee, and that so far as the Trust Company or the Owner Participant, in its individual capacity or personally are concerned, the Indenture Trustee and any person claiming by, through or under the Indenture Trustee shall look solely to the Trust Estate and the Collateral for the performance of any obligation under any of the instruments referred to herein; provided, however, that except as herein provided, nothing herein shall be construed to limit or otherwise modify the rights and remedies of the Indenture Trustee and the holders of the Notes contained in Section 5 of the Indenture, and provided, further, that nothing contained herein shall be construed to limit the liability of the Trust Company for any breach of any representations or warranties of the Trust Company set forth herein or to limit the liability of the Trust Company for gross negligence

or willful misconduct or with respect to the handling of funds, for liability with respect to the failure to exercise ordinary care. Any obligation of the Owner Trustee hereunder may be performed by the Owner Participant, and any such performance shall not be construed as revocation of the trust created by the Trust Agreement. Nothing contained in this Supplement shall restrict the operation of the provisions of the Trust Agreement with respect to its revocation or the resignation or removal of the Owner Trustee thereunder.

This Supplement shall be construed in connection with and as part of the Trust Indenture and all terms, conditions and covenants contained in the Trust Indenture, except as herein modified, shall be and remain in full force and effect.

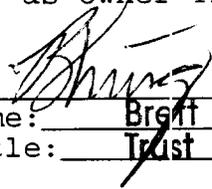
Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "Trust Indenture dated as of March 15, 1996" without making specific reference to this Supplement, but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

* * * * *

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be executed and delivered, and the Indenture Trustee, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

Owner Trustee:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, not in
its individual capacity but
solely as Owner Trustee

By: 
Name: Brent R. King
Title: Trust Officer

ATTEST: 
By: _____
Name: C. Scott Nielsen
Title: Asst. Vice President

Indenture Trustee:

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: _____
Name: _____
Title: _____

ATTEST: _____
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be executed and delivered, and the Indenture Trustee, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

Owner Trustee:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, not in
its individual capacity but
solely as Owner Trustee

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Indenture Trustee:

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

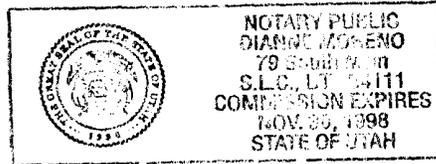
By:  _____
Name: KEVIN O. HEALEY
Title: VICE PRESIDENT

ATTEST:

By:  _____
Name: D. G. DONOVAN
Title: ASSISTANT SECRETARY

STATE OF Utah)
)
COUNTY OF Salt Lake) SS

On this 18th of March, 1996, before me personally appeared Brett R. King and C. Scott Nielsen, to me personally known, who being by me duly sworn, say that they are the Trust Officer, and Assistant Vice President of First Security Bank of Utah, National Association, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.



[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 1996, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are the _____ and _____ the _____ of Harris Trust and Savings Bank, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and 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 _____)
) SS
COUNTY OF _____)

On this ____ of _____, 1996, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are the _____, and _____ of First Security Bank of Utah, National Association, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.

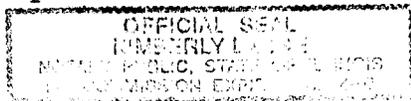
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 15TH day of MARCH, 1996, before me personally appeared KEVIN O. HEALEY and D. G. DONOVAN, to me personally known, who being by me duly sworn, say that they are the VICE PRESIDENT and _____ the ASSISTANT SECRETARY of Harris Trust and Savings Bank, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that the execution of the foregoing instrument was the free act and deed of said corporation.



[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 12.14.97

Schedule 1
(to Trust Indenture and Security Agreement Supplement)

Description of Items of Equipment

FMLX051151	FMLX051191	FMLX051231	FMLX051271	FMLX051311
FMLX051152	FMLX051192	FMLX051232	FMLX051272	FMLX051312
FMLX051153	FMLX051193	FMLX051233	FMLX051273	FMLX051313
FMLX051154	FMLX051194	FMLX051234	FMLX051274	FMLX051314
FMLX051155	FMLX051195	FMLX051235	FMLX051275	FMLX051315
FMLX051156	FMLX051196	FMLX051236	FMLX051276	FMLX051316
FMLX051157	FMLX051197	FMLX051237	FMLX051277	FMLX051317
FMLX051158	FMLX051198	FMLX051238	FMLX051278	FMLX051318
FMLX051159	FMLX051199	FMLX051239	FMLX051279	FMLX051319
FMLX051160	FMLX051200	FMLX051240	FMLX051280	FMLX051320
FMLX051161	FMLX051201	FMLX051241	FMLX051281	FMLX051321
FMLX051162	FMLX051202	FMLX051242	FMLX051282	FMLX051322
FMLX051163	FMLX051203	FMLX051243	FMLX051283	FMLX051323
FMLX051164	FMLX051204	FMLX051244	FMLX051284	FMLX051324
FMLX051165	FMLX051205	FMLX051245	FMLX051285	FMLX051325
FMLX051166	FMLX051206	FMLX051246	FMLX051286	FMLX051326
FMLX051167	FMLX051207	FMLX051247	FMLX051287	FMLX051327
FMLX051168	FMLX051208	FMLX051248	FMLX051288	FMLX051328
FMLX051169	FMLX051209	FMLX051249	FMLX051289	FMLX051329
FMLX051170	FMLX051210	FMLX051250	FMLX051290	FMLX051330
FMLX051171	FMLX051211	FMLX051251	FMLX051291	FMLX051331
FMLX051172	FMLX051212	FMLX051252	FMLX051292	FMLX051332
FMLX051173	FMLX051213	FMLX051253	FMLX051293	FMLX051333
FMLX051174	FMLX051214	FMLX051254	FMLX051294	FMLX051334
FMLX051175	FMLX051215	FMLX051255	FMLX051295	FMLX051335
FMLX051176	FMLX051216	FMLX051256	FMLX051296	FMLX051336
FMLX051177	FMLX051217	FMLX051257	FMLX051297	FMLX051337
FMLX051178	FMLX051218	FMLX051258	FMLX051298	FMLX051338
FMLX051179	FMLX051219	FMLX051259	FMLX051299	FMLX051339
FMLX051180	FMLX051220	FMLX051260	FMLX051300	FMLX051340
FMLX051181	FMLX051221	FMLX051261	FMLX051301	FMLX051341
FMLX051182	FMLX051222	FMLX051262	FMLX051302	FMLX051342
FMLX051183	FMLX051223	FMLX051263	FMLX051303	FMLX051343
FMLX051184	FMLX051224	FMLX051264	FMLX051304	FMLX051344
FMLX051185	FMLX051225	FMLX051265	FMLX051305	FMLX051345
FMLX051186	FMLX051226	FMLX051266	FMLX051306	FMLX051346
FMLX051187	FMLX051227	FMLX051267	FMLX051307	FMLX051347
FMLX051188	FMLX051228	FMLX051268	FMLX051308	FMLX051348
FMLX051189	FMLX051229	FMLX051269	FMLX051309	FMLX051349
FMLX051190	FMLX051230	FMLX051270	FMLX051310	FMLX051350

FMLX051351	FMLX051371	FMLX051391	FMLX051411	FMLX051431
FMLX051352	FMLX051372	FMLX051392	FMLX051412	FMLX051432
FMLX051353	FMLX051373	FMLX051393	FMLX051413	FMLX051433
FMLX051354	FMLX051374	FMLX051394	FMLX051414	FMLX051434
FMLX051355	FMLX051375	FMLX051395	FMLX051415	FMLX051435
FMLX051356	FMLX051376	FMLX051396	FMLX051416	FMLX051436
FMLX051357	FMLX051377	FMLX051397	FMLX051417	FMLX051437
FMLX051358	FMLX051378	FMLX051398	FMLX051418	FMLX051438
FMLX051359	FMLX051379	FMLX051399	FMLX051419	FMLX051439
FMLX051360	FMLX051380	FMLX051400	FMLX051420	FMLX051440
FMLX051361	FMLX051381	FMLX051401	FMLX051421	FMLX051441
FMLX051362	FMLX051382	FMLX051402	FMLX051422	FMLX051442
FMLX051363	FMLX051383	FMLX051403	FMLX051423	FMLX051443
FMLX051364	FMLX051384	FMLX051404	FMLX051424	FMLX051444
FMLX051365	FMLX051385	FMLX051405	FMLX051425	FMLX051445
FMLX051366	FMLX051386	FMLX051406	FMLX051426	FMLX051446
FMLX051367	FMLX051387	FMLX051407	FMLX051427	FMLX051447
FMLX051368	FMLX051388	FMLX051408	FMLX051428	FMLX051448
FMLX051369	FMLX051389	FMLX051409	FMLX051429	FMLX051449
FMLX051370	FMLX051390	FMLX051410	FMLX051430	FMLX051450