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ALVORD AND ALVORD

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ELLSWORTH C. ALVORD (1964)

RECORDATION 17825-E FILED 1423

AUG 27 1992 9 45 AM

OF COUNSEL
URBAN A. LESTER

INTERSTATE COMMERCE COMMISSION

August 27, 1992

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

17825-E

AUG 27 9 30 AM '92
MOTOR OPERATING UNIT

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) original copies of an Indenture Supplement No. 2 and Amendment No. 1 to Indenture dated August 27, 1992, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to an Trust Indenture and Security Agreement (Santa Fe Trust No. 1992-1) dated as of June 25, 1992 and an Indenture Supplement (Santa Fe Trust No. 1992-1) No. 1 dated as of June 25, 1992, which were filed and recorded on June 25, 1992 under Recordation Numbers 17825-A and 17825-C, respectively.

The names and addresses of the parties to the enclosed document are:

Owner Trustee: Society National Bank (successor by merger to
Ameritrust Company National Association)
900 Euclid Avenue
Cleveland, Ohio 44101

Indenture Trustee: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Handwritten signature

Handwritten signature



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First main paragraph of text, containing several lines of faint, illegible characters.

Second main paragraph of text, continuing the faint, illegible content.

Third main paragraph of text, with some lines appearing more distinct than others.

Fourth main paragraph of text, showing a continuation of the document's content.

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Ninth main paragraph of text, with some lines appearing more distinct than others.



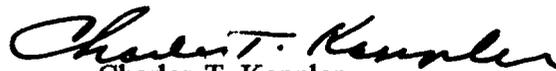
Mr. Sidney L. Strickland, Jr.
August 27, 1992
Page Two

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Indenture Supplement No. 2 and Amendment No. 1 to Indenture dated August 27, 1992 covering certain terms of refinancing of 50 locomotives.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT NO. 1 TO INDENTURE

RECORDATION NO. 17825E
AUG 27 1992-9 15 AM
STATE COMMERCE COMMISSION

This INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT NO. 1 TO INDENTURE, dated August 27, 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), 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 ("Appendix A");

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 Series of Trust Certificates issued under Indenture Supplement No.1 is to be refinanced pursuant to Section 2.1 of the Indenture and the Indenture provides for the execution and delivery of an Indenture Supplement which shall particularly describe the terms, conditions and designations of Replacement Trust Certificates to be issued; and

WHEREAS, the Owner Trustee and the Indenture Trustee desire to amend and waive certain provisions of the Indenture and Appendix A;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is acknowledged, the Owner Trustee and Indenture Trustee agrees as follows:

1. Payment on Trust Certificates. (a) Section 2.8(a) of the Indenture is hereby amended by (i) adding "Premium, if any," after "interest" in the twenty-second line thereof, (ii) adding

"or a Prepayment Date, as the case may be," after "Date" in the twenty-third and twenty-fourth lines thereof, and (ii) deleting "Interest Payment" in the twenty-eighth line and inserting "Prepayment" in lieu thereof.

(b) Section 2.8(b) of the Indenture is hereby amended by: (i) deleting "and" in the first line and inserting a "," in lieu thereof; (ii) deleting "payable on" in the first line and "a Payment Date," of the beginning of the second line thereof, and (iii) adding "or a Prepayment Date, as the case may be," after "Date" in the second and fourth lines thereof.

2. Replacement Certificates. The Owner Trustee and Indenture Trustee hereby waive the requirements in Sections 2.11(b) and 6.1(c) of the Indenture that the Owner Trustee deliver a request and authorization to issue Replacement Certificates thirty days prior to any issuance of Replacement Certificates and agree that, in the case of the Trust Certificates issued under this Supplement, the Owner Trustee may deliver such request and authorization any time prior to the issuance of such Trust Certificates.

3. ERISA Plan Prohibition. Section 2.14 of the Indenture is hereby amended by adding the following at the end of such Section:

"(d) On and after the issuance of the Trust Certificates of a Series in a Public Offering, the Indenture Trustee shall deliver a letter with every Trust Certificate issued, which letter shall notify the Certificate Holder of the legend on the Trust Certificate described in Section 2.14(b) hereof."

4. Issuance of Replacement Certificates. (a) The Trust Certificates issued under this Supplement shall be designated as Trust Certificates, Series 1992-1A. The Trust Certificates shall be substantially in the form set forth in Exhibit A hereto. The Trust Certificates issued under this Supplement shall be dated the date of issuance thereof, shall be issued with the Maturity Date and shall bear interest as specified in Exhibit B hereto. The principal of each Trust Certificate shall be payable as indicated in Exhibit B attached hereto.

(b) Section 2.1(a) of the Indenture is hereby amended by adding the following at the end of the third sentence thereof:

"or in the form set forth in the applicable Indenture Supplement"

5. Debt Rate. The definition of "Debt Rate" in Appendix A is hereby amended by (a) adding ", with respect to any Trust Certificate," after "mean" in the first line thereof, (b)

deleting "the" in the third line and inserting "such" in lieu thereof, (c) deleting "Certificates then outstanding" in the third line and inserting "Certificate" in lieu thereof, and (d) adding "except as may be provided to the contrary in any Trust Certificate Purchase Agreement," after "Certificates," in the seventh line thereof.

6. Indenture Supplement. The definition of "Indenture Supplement" in Appendix A is hereby amended by (a) adding "(i)" after "mean" in the first line thereof, and (b) adding the following at the end of such definition:

", or (ii) any supplement or amendment entered into from time to time between the Owner Trustee, in the capacities described therein, and the Indenture Trustee".

7. Lease Supplement. The definition of "Lease Supplement" in Appendix A is hereby amended by (a) adding "(i)" after "mean" in the second line thereof, and (b) adding the following at the end of such definition:

", or (ii) any supplement or amendment entered into from time to time between the Lessor and Lessee".

8. Permitted Liens. The definition of "Permitted Liens" in Appendix A is hereby amended by deleting "Loan Participant" in clause (v) thereof and inserting in lieu thereof "Certificate Holders".

9. Purchase Agreement Assignment. The definition of "Purchase Agreement Assignment" in Appendix A is hereby amended by deleting "June 24, 1992" and inserting in lieu thereof "June 25, 1992".

10. Tax Indemnity Agreement. The definition of "Tax Indemnity Agreement" in Appendix A is hereby amended by adding the following at the end of such definition:

"as amended or modified from time to time".

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

12. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Supplement may refer to the "Indenture", or may identify the Indenture in any other respect 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.

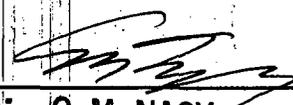
13. Counterparts. This Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

14. Governing Law. This 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.

15. Section 1111(b) Waiver. Section 12.14 of the Indenture is hereby amended by adding "the Trust Certificates or the Indenture" after "under" in the eight and eighteenth lines thereof.

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: C. M. NAGY
Title: VICE PRESIDENT

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

By _____
Name: _____
Title: _____

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

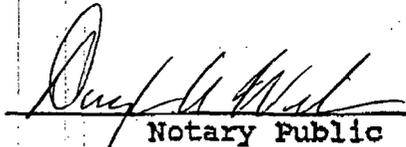
By _____
Name: _____
Title: _____

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

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

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

On this 24th day of August, 1992, before me personally appeared C.M. NAEY, 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 _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 1992, before me personally appeared _____, to me personally known, who being by me duly sworn, said that he is _____ 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.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

15067298

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 1992, before me personally appeared _____, to me personally known, who being by me duly sworn, said that she is a _____ 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.

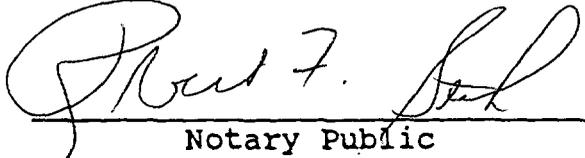
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS _____)
) SS
COUNTY OF COOK _____)

On this _____ day of _____, 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.



Notary Public

[NOTARIAL SEAL]

My commission expires: _____

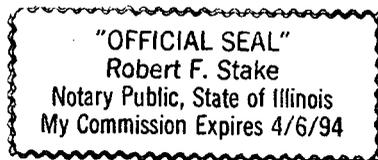


EXHIBIT A
to Indenture
Supplement No. 2

Form of Trust Certificate

See Attached Annex I

MATURITY DATE	PRINCIPAL AMOUNT	INTEREST RATE
December 24, 1993	\$ 66,000	4.00%
June 24, 1994	736,000	4.44%
December 24, 1994	1,180,000	4.76%
June 24, 1995	736,000	5.01%
December 24, 1995	720,000	5.25%
June 24, 1996	792,000	5.48%
December 24, 1996	773,000	5.73%
June 24, 1997	836,000	5.97%
December 24, 1997	863,000	6.14%
June 24, 1998	900,000	6.31%
December 24, 1998	917,000	6.39%
June 24, 1999	947,000	6.53%
December 24, 1999	978,000	6.52%
June 24, 2000	988,000	6.73%
December 24, 2000	734,000	6.82%
June 24, 2001	863,000	6.81%
December 24, 2001	1,189,000	7.01%
June 24, 2002	1,044,000	7.10%
December 24, 2002	1,170,000	7.13%
June 24, 2003	1,076,000	7.15%
December 24, 2003	1,228,000	7.18%
June 24, 2004	1,431,000	7.23%
December 24, 2004	1,753,000	7.32%
June 24, 2005	1,815,000	7.38%
December 24, 2005	1,882,000	7.44%
June 24, 2006	1,852,000	7.50%
December 24, 2006	1,925,000	7.57%
June 24, 2007	2,102,000	7.64%
December 24, 2007	2,182,000	7.71%
June 24, 2008	2,162,000	7.78%
December 24, 2008	2,458,000	7.87%
June 24, 2009	2,555,000	7.94%
December 24, 2009	2,257,000	8.02%
June 24, 2010	2,647,000	8.08%

Reference is made to the Indenture and all supplements and amendments thereto to 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 hereby conveyed, pledged and assigned, the nature and extent of the security, the respective rights hereunder 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 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 8.3(a) (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 (i) 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 all the Equipment relating to such Series then subject to the Lease immediately prior to such Prepayment Date, and (ii) as to interest, the aggregate amount of interest accrued and unpaid in respect to the principal amount to be prepaid pursuant to clause (i) above to but not including the Prepayment Date after giving effect to the application of any Basic Rent, 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 (i) shall be made ratably over the Trust Certificates of the Series relating to such Unit without priority of any one such Trust Certificate over any other.

(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 (i) 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 all the Equipment relating to such Series then subject to the Lease immediately prior to such Prepayment Date, and (ii) as to interest, the aggregate amount of interest accrued and unpaid in respect to the principal amount to be prepaid pursuant to clause (i) above to but not including the Prepayment Date after giving effect to the application of any Basic Rent paid on or prior to the date of such prepayment, and (iii) 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 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 Payment Date that occurs on 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(a)(iii) of the Indenture, otherwise upon at least 30 days' (but no more than 60 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, 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 (i) 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 all the Equipment relating to such Series then subject to the Lease immediately prior to such Prepayment Date, and (ii) as to interest, the aggregate amount of interest accrued and unpaid in respect to the principal amount to be prepaid pursuant to clause (i) above to but not including the Prepayment Date after giving effect to the application of any Basic Rent paid on or prior to the date of such prepayment, and (iii) 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 the Payment Date that occurs on the Termination Date applicable to such Unit.

(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 (i) 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 all the Equipment relating to such Series then subject to the Lease immediately prior to such Prepayment Date, and (ii) as to interest, the aggregate amount of interest accrued and unpaid in respect to the principal amount to be prepaid pursuant to clause (i) above to but not including the Prepayment Date after giving effect to the application of any Basic Rent paid on or prior to the date of such prepayment. Each prepayment made pursuant to this paragraph (d) shall be 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 Date to equal the product obtained by multiplying (a) the excess, if any, of (i) the sum of the present values of all the remaining scheduled payments of principal and interest from the Prepayment Date to Maturity of such Trust Certificate (not excluding that portion of any scheduled payment of interest which is actually due and paid on the Prepayment Date), discounted semi-annually on each Rent Payment 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 Certificates 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)(i) 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 (ii) the number of days from and including the Prepayment Date to but excluding the scheduled Payment Date of such principal payment by (B) the unpaid principal amount of such Trust Certificate.

"Treasury Rate" shall mean with respect to prepayment of such 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.13519 (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.13519, as published in H.13519); "H.13519" means "Statistical Release H.13519, Selected Interest Rates," or any successor publication, published by the Board of Governors of the Federal Reserve System. The most recent H.13519 means the latest H.13519 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. If, 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 has made a written request to the Indenture Trustee to pursue such remedy.

The Trust Certificates are issuable only as registered Trust Certificates. No service charge shall be made for any such registration or transfer of 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 or 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 (Minor) |
| TEN ENT | — as tenants by the entireties-husband and wife with right of survivorship | | |
| 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 "CORP" 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.

Trust Series 1992-1A

Maturity Date	Principal Amount	Interest Rate
December 24, 1993	\$ 66,000	4.09%
June 24, 1994	736,000	4.44%
December 24, 1994	160,000	4.76%
June 24, 1995	756,000	5.01%
December 24, 1995	720,000	5.25%
June 24, 1996	794,000	5.49%
December 24, 1996	773,000	5.73%
June 24, 1997	838,000	5.97%
December 24, 1997	863,000	6.11%
June 24, 1998	890,000	6.25%
December 24, 1998	917,000	6.39%
June 24, 1999	947,000	6.53%
December 24, 1999	978,000	6.62%
June 24, 2000	988,000	6.73%
December 24, 2000	734,000	6.82%
June 24, 2001	593,000	6.91%
December 24, 2001	1,189,000	7.01%
June 24, 2002	1,044,000	7.10%
December 24, 2002	1,170,000	7.13%
June 24, 2003	1,076,000	7.15%
December 24, 2003	1,226,000	7.18%
June 24, 2004	1,431,000	7.23%
December 24, 2004	1,751,000	7.32%
June 24, 2005	1,815,000	7.38%
December 24, 2005	1,882,000	7.44%
June 24, 2006	1,952,000	7.50%
December 24, 2006	2,025,000	7.57%
June 24, 2007	2,102,000	7.64%
December 24, 2007	2,182,000	7.71%
June 24, 2008	2,366,000	7.78%
December 24, 2008	2,458,000	7.87%
June 24, 2009	2,555,000	7.94%
December 24, 2009	2,257,000	8.03%
June 24, 2010	2,647,000	8.08%
Total	\$44,881,000	