

REGISTRATION NO. 17077-E FILED 1423

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INTERSTATE COMMERCE COMMISSION

17077-E

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TRUST INDENTURE SUPPLEMENT (BN 1990-A) NO. 2

Dated December 27, 1990

by

WILMINGTON TRUST COMPANY,  
Owner Trustee

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Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December \_\_, 1990, at \_\_:\_\_.M. Recordation Number \_\_\_\_\_, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on November \_\_, 1990, at \_\_:\_\_.M.

TRUST INDENTURE SUPPLEMENT  
(BN 1990-A) NO. 2

This INDENTURE SUPPLEMENT (BN 1990-A) No. 2, dated December 27, 1990 (this "Indenture Supplement"), of WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (BN 1990-A), dated as of September 14, 1990 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Unionbanc Leasing Corporation, a California corporation, as Owner Participant;

W I T N E S S E T H :

WHEREAS, the Trust Agreement provides for the execution and delivery of supplements thereto (individually, an "Indenture Supplement" and, collectively, "Indenture Supplements") substantially in the form hereof which shall particularly describe the Equipment (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement, by having attached thereto a copy of the Lease Supplement covering the Equipment;

WHEREAS, the Trust Indenture and Security Agreement (BN 1990-A), dated as of September 14, 1990 (the "Indenture"), between the Owner Trustee and The Connecticut National Bank, 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, by having attached thereto a copy of the Lease Supplement, and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, each of the Trust Agreement and the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof, and a counterpart of each of the Trust Agreement and the Indenture is attached to and made a part of this Indenture Supplement;

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 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 in the copy of the Lease Supplement attached hereto (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 (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.

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

This Supplement is being delivered in the State of New York.

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.

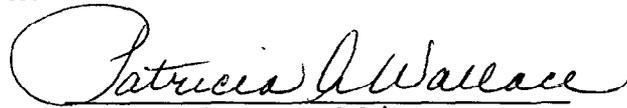
IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

WILMINGTON TRUST COMPANY,  
not in its individual capacity,  
but solely as Owner Trustee

By:   
Title: Financial Services Officer

STATE OF *Delaware* )  
COUNTY OF *New Castle* ) SS:

On this *20<sup>th</sup>* day of December, 1990, before me personally appeared Carolyn C. Daniels, to me personally known, who being duly sworn, says that she is a Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on December *20*, 1990 on behalf of said Delaware banking corporation 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:

*April 20, 1991*