

RECORDATION No. 1-5388

RECORDATION No. 1-5388-E

NOV 27 1987 -2 35 PM

NOV 27 1987 -2 35 PM **MORGAN, LEWIS & BOCKIUS**

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INTERSTATE COMMERCE COMMISSION
WASHINGTON
NEW YORK
SAN DIEGO
LONDON

INTERSTATE COMMERCE COMMISSION

RECORDATION No. 5388-D

RECORDATION No. 1-5388-A

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INTERSTATE COMMERCE COMMISSION
November 25, 1987
33 NOV 27 1987 -2 35 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noretta R. McGee
Secretary
Interstate Commerce Commission
12th and Constitution Avenue
Washington, D.C. 20423

RECORDATION No. 5388-D

No. _____
Date NOV 27 1987
Fee \$ 60.00
ICC Washington, D.C.

Dear Secretary:

NOV 27 1987 -2 35 PM

I have enclosed ~~INTERSTATE COMMERCE COMMISSION~~ original and one copy of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

These documents are (i) a Lease Agreement, a primary document, dated as of November 1, 1987, (ii) a Lease Schedule, a primary document, dated November 25, 1987, (iii) a Purchase Agreement Assignment, a primary document, dated as of November 1, 1987, (iv) a Trust Agreement, a primary document, dated as of November 1, 1987, (v) a Trust Indenture, a primary document, dated as of November 1, 1987, (vi) an Indenture Supplement, a primary document, dated November 25, 1987 and (vii) a Bill of Sale, a primary document, dated November 25, 1987.

The names and addresses of the parties to the documents are as follows:

- Lessor: Wilmington Trust Company, individually and as Owner Trustee
Rodney Square North
Wilmington, Delaware 19890
- Lessee: Southeastern Pennsylvania Transportation Authority
841 Chestnut Street
Philadelphia, Pennsylvania 19107
- Lender: Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, Illinois 60015

NOV 27 2 31 PM '87
MOTOR OPERATING UNIT
ICC OFFICE OF THE SECRETARY

Counterpart - Fred J. Madell Jones mfb-rc

MORGAN, LEWIS & BOCKIUS

Owner Part-

Participant: Ford Motor Credit Company
The American Road
Dearborn, Michigan 48121-1729

Indenture

Trustee: The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

A description of the equipment covered by the documents follows:

See Schedule I attached hereto.

A fee of seventy dollars (\$70) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

William A. Snedeker
Morgan, Lewis & Bockius
101 Park Avenue
New York, New York 10178

A short summary of the documents to appear in the index follows:

1. Lease Agreement, between:
Wilmington Trust Company, As Owner Trustee, Lessor
Rodney Square North
Wilmington, Delaware 19890

and

Southeastern Pennsylvania Transportation Authority, as Lessee
841 Chestnut Street
Philadelphia, Pennsylvania 19107
Dated as of: November 1, 1987
and covering the lease of Commuter Railroad
Trailer Cars, Commuter Railroad Cab Cars and
Locomotives.

2. Lease Schedule, between
Wilmington Trust Company, as Owner Trustee
Rodney Square North
Wilmington, Delaware 19890

and

Southeastern Pennsylvania Transportation Authority
as Lessee
841 Chestnut Street
Philadelphia, Pennsylvania 19107
Dated: November 25, 1987 and covering the

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equipment described in Schedule I attached hereto.

3. Purchase Agreement Assignment, between
Southeastern Pennsylvania Transportation
Authority, as Assignor
841 Chestnut Street
Philadelphia, Pennsylvania 19107

and

Wilmington Trust Company, as Owner Trustee,
Assignee
Rodney Square North
Wilmington, Delaware 19890
Dated as of: November 1, 1987
and covering: the transfer of all of Assignor's
right, title and interest in the equipment
purchased pursuant to a purchase contract dated
May 27, 1987 between Bombardier Inc. and Assignor
(Purchase Agreement attached thereto as an
exhibit)

4. Trust Agreement, between:

Wilmington Trust Company, in its individual
capacity and as Owner Trustee
Rodney Square North
Wilmington, Delaware 19890

and

Ford Motor Credit Company, as Owner Participant
The American Road
(P.O. Box 1729)
Dearborn, Michigan 48121-1729
Dated as of: November 1, 1987
and covering the creation of a trust between the
Owner Trustee and Owner Participant

5. Trust Indenture, between,
Wilmington Trust Company, as Owner Trustee
Rodney Square North
Wilmington, Delaware 19890

and

The Connecticut National Bank, as Indenture
Trustee
777 Main Street
Hartford, Connecticut 06115
Dated as of: November 1, 1987
and covering the grant of a security interest in

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the Indenture Estate by the Owner Trustee to the Indenture Trustee.

6. Indenture Supplement, by
Wilmington Trust Company
As Owner Trustee,
Rodney Square North
Wilmington, Delaware 19890
Dated: November 25, 1987
Wherein, the Owner Trustee grants to the Indenture Trustee a security interest in the Equipment described in Schedule I hereto.

7. Bill of Sale between
Southeastern Pennsylvania Transportation Authority, as Grantor
841 Chestnut Street
Philadelphia, Pennsylvania 19107

and

Wilmington Trust Company, as Owner Trustee,
Purchaser
Rodney Square North
Wilmington, Delaware 19890
Dated: November 25, 1987
Wherein, Grantor transfers for valuable consideration, all right and title to the equipment listed in Schedule I hereto.

Very truly yours,



William A. Snedeker

RECORDATION 1. 5388-C

NOV 27 1987-2 35 PM

INTERSTATE COMMERCE COMMISSION

Date 11/27/87

Fee \$ 12.00

ICC Washington, D. C.

TRUST INDENTURE

Dated as of November 1, 1987

by and between

WILMINGTON TRUST COMPANY,
not in its individual capacity
except as otherwise expressly
provided herein, but solely as
trustee, as Owner-Trustee,

and

THE CONNECTICUT NATIONAL BANK,
as Indenture Trustee

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Indenture and is for convenience of reference only)

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EXHIBIT A FORM OF TRUST AGREEMENT

EXHIBIT B FORM OF INDENTURE SUPPLEMENT

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THIS TRUST INDENTURE, dated as of ~~NOVEMBER 1987~~ ^{INTERSTATE COMMERCE COMMISSION} and between WILMINGTON TRUST COMPANY ("WTC"), a banking corporation organized and existing under the laws of the State of Delaware, not in its individual capacity, except as otherwise expressly set forth herein, but solely as trustee under the Trust Agreement referred to below and any successor appointed in accordance with the terms hereof and of the Trust Agreement (herein in such capacity called the "Owner Trustee"), and THE CONNECTICUT NATIONAL BANK ("CNB"), a national banking association organized and existing under the laws of the United States of America, as Indenture Trustee hereunder and any successor appointed in accordance with the terms hereof (herein called the "Indenture Trustee"),

WITNESSETH:

WHEREAS, capitalized terms used herein are used with the meanings provided in Article I hereof; and

WHEREAS, simultaneously with the execution and delivery of this Indenture, the Lessee is entering into the Purchase Agreement Assignment with the Owner Trustee; and

WHEREAS, it has been proposed that the Lessee enter into the Construction Contract Assignment; and

WHEREAS, pursuant to, and subject to the conditions set forth in, the Participation Agreement, the Purchase Agreement Assignment and the Construction Agreement Assignment, the Owner Trustee has or is expected to purchase the Equipment and the Facility; and

WHEREAS, the Owner Participant and WTC have entered into the Trust Agreement whereby, among other things, (i) the Owner Trustee declares a certain trust for the use and benefit of the Owner Participant, subject, however, to the Indenture Estate created pursuant hereto, for the use and benefit of, and with the priority of payment to, the holders of the Notes, (ii) provision is made for the payment by the Owner Trustee to the Owner Participant of amounts distributable under the Trust Agreement to the Owner Participant and (iii) the Owner Trustee is authorized and directed to execute and deliver this Indenture; and

WHEREAS, in connection with the purchase of the Equipment and the Facility, the Owner Trustee desires by this Indenture, among other things, (i) to provide for the issue by the Owner Trustee to the Lender of one or more Notes evidencing the loan or loans made or to be made by the Lender as provided in the Participation Agreement, and (ii) to provide for the assignment, mortgage and pledge by the Owner Trustee to the

Indenture Trustee, as part of the Indenture Estate hereunder, among other things, of all of the Owner Trustee's right, title and interest in and to the Equipment and the Facility, the Purchase Agreement, the Conditional Sale Agreement, the Head Lease, the Construction Contract, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease, the Lease Schedules and all payments and other amounts received hereunder or thereunder, in accordance with the terms hereof, in trust, as security for the Owner Trustee's obligations to the holders of the Notes, for the ratable benefit and security of such holders; and

WHEREAS, all things necessary to make this Indenture the legal, valid and binding obligation of the Owner Trustee and the Indenture Trustee, for the uses and purposes herein set forth, in accordance with its terms, have been done and performed and have happened;

NOW, THEREFORE, to secure the prompt payment of the principal of and interest on all the Notes from time to time outstanding hereunder and all amounts of indemnity and other payments payable or to be distributed by the Owner Trustee to or for the benefit of the holders of the Notes or the Indenture Trustee, and to secure the performance and observance by the Owner Trustee of all the agreements, covenants and provisions herein for the benefit of the holders of the Notes, and in the Participation Agreement and the Notes contained, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and the other covenants herein contained and of the acceptance of the Notes by the holders thereof, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, released, mortgaged, hypothecated, sold, assigned, transferred, pledged and confirmed, and does hereby grant, bargain, release, mortgage, hypothecate, sell, assign, transfer, pledge and confirm unto the Indenture Trustee, its successors and assigns, in the trust hereby created for the security and benefit of the holders from time to time of the Notes, a first priority security interest in and first lien on all estate, right, title and interest of the Owner Trustee in and to the following property, rights and privileges, whether now owned and held by the Owner Trustee or hereafter acquired thereby (all such property, rights and privileges being included in the Indenture Estate), to wit:

GRANTING CLAUSE

(1) the Purchase Agreement, the Purchase Agreement Assignment, the Conditional Sale Agreement, the Head Lease, the Construction Contract, the Construction Contract Assignment, the

Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease and any Lease Schedules including, without limitation, all amounts of Rent, insurance proceeds and requisition, indemnity and other payments of any kind for or with respect to the Equipment or the Facility, or payable by the Lessee under the Lease or the Participation Agreement, and all of the Owner Trustee's right, title and interest in and to the Site under the Site Lease, the Site Sublease, the Mortgage and the Support Agreement, including, subject to the provisions of Section 4.09 hereof, all rights of the Owner Trustee to exercise any election or option or to make any decision or determination or to give any notice, consent, waiver or approval under or in respect of the Conditional Sale Agreement, the Head Lease, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement or the Lease, or to accept any surrender of the Equipment or the Site or the Facility or any part thereof, as well as all rights, powers and remedies on the part of the Owner Trustee, whether arising under the Conditional Sale Agreement, the Head Lease, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement or the Lease, or by statute or at law or in equity, or otherwise arising out of any Default or Event of Default;

(2) the Equipment, all as more particularly described in the Indenture Supplements executed and delivered with respect to the Equipment as provided in this Indenture and including, without limitation, all additions, modifications and alterations thereto or replacements of any parts thereof, wherever and whenever made or performed or acquired, together with all logs, manuals, certificates, data and inspection, modification and overhaul records pertaining to the Equipment;

(3) the Facility, all as more particularly described in the Indenture Supplements executed and delivered with respect to the Facility as provided in this Indenture and including, without limitation, all tenements, hereditaments and appurtenances thereof or relating thereto, all reversions and remainders, beneficial uses and servient easements thereof or relating thereto, all improvements thereon and all additions, modifications and alterations thereto and thereof, wherever and whenever made or performed or acquired;

(4) all the tolls, rents, issues, profits, products, revenues and other income of the property, from time to time, subjected or required to be subjected to the lien of this Indenture, and all estate, right, title and interest of every nature whatsoever of the Owner Trustee in and to the same and every part thereof;

(5) all monies and securities deposited or required to be deposited with the Indenture Trustee pursuant to any term of this Indenture, the Lease or the Participation Agreement or required to be held by the Indenture Trustee hereunder or thereunder; and

(6) all proceeds of the foregoing, including without limitation the proceeds of any policy of insurance maintained or required to be maintained under or pursuant to or in respect of any of the foregoing;

EXCLUDING, HOWEVER, from the foregoing grant, bargain, release, mortgage, hypothecation, sale, assignment, transfer, pledge and security interest, notwithstanding the above Granting Clause or any of the following paragraphs, all Excluded Amounts, and excluding therefrom a non-exclusive right to terminate the Lease upon the occurrence of an Event of Default under Section 16(b) of the Lease;

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, forever;

IN TRUST, NEVERTHELESS, for the benefit and security of the holders from time to time of the Notes, without any priority of any one Note over any other, and for the uses and purposes, and subject to the terms and conditions, set forth in this Indenture.

It is expressly agreed that anything herein contained to the contrary notwithstanding, the Owner Trustee shall remain liable under the Purchase Agreement, the Purchase Agreement Assignment, the Conditional Sale Agreement, the Head Lease, the Construction Contract, the Construction Contract Assignment, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease and the Participation Agreement to perform all of the obligations, if any, assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and the Indenture Trustee shall have no obligation or liability under the Purchase Agreement, the Purchase Agreement Assignment, the Conditional Sale Agreement, the Head Lease, the Construction Contract, the Construction Contract Assignment, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease or the Participation Agreement by reason of or arising out of this assignment, nor shall the Indenture Trustee be required or obligated in any manner to perform or fulfill any obligations of the Owner Trustee under or pursuant to the Purchase Agreement, the Purchase Agreement Assignment, the Conditional Sale Agreement, the Head Lease, the Construction Contract, the Construction Contract Assignment, the Site Lease, the Site

Sublease, the Mortgage, the Support Agreement, the Lease or the Participation Agreement or, except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

The Owner Trustee hereby constitutes the Indenture Trustee the true and lawful attorney of the Owner Trustee, irrevocably, with full power (in the name of the Owner Trustee or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due and to become due (other than Excluded Amounts) under or arising out of the Purchase Agreement, the Purchase Agreement Assignment, the Conditional Sale Agreement, the Head Lease, the Construction Contract, the Construction Contract Assignment, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease, any Lease Schedule and the Participation Agreement (to the extent such monies and claims under each such agreement are assigned to the Indenture Trustee pursuant to this Indenture), to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Indenture Trustee may deem to be necessary or advisable in the performance or its duties hereunder, all to the extent provided in this Indenture.

The Owner Trustee does hereby warrant and represent that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Indenture shall remain in effect, any of its right, title or interest hereby assigned, to anyone other than the Indenture Trustee, and that it will not, except as expressly provided in this Indenture enter into any agreement amending or supplementing, or granting any consent or approval or giving any notice with regard to, the Purchase Agreement, the Purchase Agreement Assignment, the Conditional Sale Agreement, the Head Lease, the Construction Contract, the Construction Contract Assignment, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease or the Participation Agreement or submit or consent to the submission to arbitration of any dispute, difference or other matter arising under or in respect of the Purchase Agreement, the Purchase Agreement Assignment, the Conditional Sale Agreement, the Head Lease, the Construction Contract, the Construction Contract Assignment, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease or the Participation Agreement to the extent assigned hereunder.

The Owner Trustee hereby ratifies and confirms (in the case of each thereof executed on the date hereof), and by the

execution of any Indenture Supplement shall be deemed thereby to have ratified and confirmed each thereof theretofore executed, the Trust Agreement, the Purchase Agreement Assignment, the Conditional Sale Agreement, the Head Lease, the Construction Contract Assignment, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease and the Participation Agreement, and hereby agrees that it will not, except as provided in this Indenture, take or omit to take any action altering the Trust Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Conditional Sale Agreement, the Head Lease, the Construction Contract, the Construction Contract Assignment, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease or the Participation Agreement, or this assignment or any of the rights created by the Trust Agreement, the Purchase Agreement, the Purchase Agreement Assignment, the Conditional Sale Agreement, the Head Lease, the Construction Contract, the Construction Contract Assignment, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease, the Participation Agreement or this assignment.

It is hereby covenanted and agreed by and between the parties hereto as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Special Definitions. The following terms shall have, for all purposes of this Indenture, the following meanings, respectively (such definitions to be equally applicable to both the singular and plural forms of the terms defined):

"Additional Notes" shall mean notes of any series issued or to be issued under this Indenture in accordance with Article II hereof to finance a portion of the Contract Price for the Facility, bearing interest at the rate and payable as provided in the Supplemental Indenture authorizing and creating such series of notes.

"Affiliate" of any specified Person shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Business Day" shall mean a day other than a Saturday, Sunday or legal holiday on which banking institutions are required or permitted by law to close in Philadelphia, Pennsylvania, or in New York, New York, or in Chicago, Illinois, or in Detroit, Michigan, or in Hartford, Connecticut, or in Wilmington, Delaware.

"Collateral" shall mean all of the properties subject to the lien of, and the mortgage and security interest granted by, this Indenture.

"Conditional Sale Agreement" shall have the meaning specified in the Participation Agreement pursuant thereto and in accordance with the terms of this Indenture.

"Contingent Premium" shall mean the lesser of (i) the excess of (A) the Disposition Value over (B) the Stipulated Loss Value of all Units of Equipment and the Facility then subject to the Lease determined as of the Purchase Date and (ii) the prepayment premium that would have been due pursuant to Section 2.02(b) hereof if all the Notes had been prepaid on the Purchase Date.

"Default" shall mean an event or condition which after notice or lapse of time or both would become an Event of Default.

"Disposition Value" shall mean the sum of (i) the Net Proceeds, if any, of each Unit of Equipment or the Facility sold or otherwise disposed of by the Owner Trustee (including any disposition, whether voluntary or involuntary, as a result of a casualty or taking) within 180 days of the Purchase Date and (ii) the Fair Market Values of each Unit of Equipment or the Facility, if any, not sold or otherwise disposed of within 180 days of the Purchase Date (such Fair Market Values to be determined as of the earlier to occur of (A) the date of reletting of such Unit of Equipment or the Facility after the Purchase Date or (B) the 180th day after the Purchase Date). For the purposes of this definition of "Disposition Value", the term "Fair Market Value" shall have the meaning specified in the Lease and, if the Owner Participants and a Majority in Interest of the Noteholders shall be unable to agree upon the Fair Market Value of any Unit of Equipment or the Facility, within 60 days of demand, one upon the other, for any determination thereof, such Fair Market Value shall be determined in accordance with the Appraisal Procedure specified in the Lease, but substituting "Owner Participant" in each instance for "Lessee" and substituting "Majority in Interest of the Noteholders" in each instance for "Owner Trustee" or "Owner Participant."

"Equipment" shall have the meaning specified in the Lease.

"Estate" shall have the meaning specified in the Trust Agreement.

"Event of Default" shall have the meaning specified in the Lease.

"Excess Realized Disposition Proceeds" shall mean the excess of Realized Disposition Proceeds over the Stipulated Loss Value of all Units of Equipment and the Facility then subject to the Lease determined as of the Purchase Date.

"Excluded Amounts" shall mean (i) the fee referred to in Section 3.3(xvii) of the Participation Agreement, (ii) all rights of the Owner Participant and WTC to public liability insurance and self-funded reserve or custodial funds maintained by the Lessee pursuant to Section 13 of the Lease and public liability insurance proceeds payable under such public liability insurance and the proceeds payable from such self-funded reserve or custodial funds maintained for the benefit of the Owner Participant, the Owner Trustee or WTC in its individual capacity and payable as a result of public liability insurance claims paid or losses suffered by the Owner Participant, the Owner Trustee or WTC in its individual capacity, (iii) proceeds of insurance separately maintained by and for the benefit of the Owner Participant, the Owner Trustee or WTC in its individual capacity so long as the separate maintenance of such insurance does not reduce the coverage or any amount payable under any insurance constituting part of the Indenture Estate, (iv) any indemnity or other amount payable in favor of the Owner Participant, the Owner Trustee or WTC in its individual capacity or their respective officers and employees, pursuant to Section 6 or 7 of the Participation Agreement, the Conditional Sale Agreement, the Head Lease, or Section 7 of the Lease, whether or not included within the definition of Rent, (v) any indemnity or other amount payable in favor of the Owner Participant pursuant to the Tax Indemnity Agreement, (vi) any interest or late charge on any amount payable under clause (iv) or (v), (vii) all proceeds of the foregoing, and (viii) the rights of the Owner Participant to demand, collect and sue for or otherwise obtain any of the foregoing amounts or rights (including interest or damages for any delay or failure to pay or perform any of the foregoing), and to seek legal or equitable remedies to require the Lessee to maintain the insurance or coverage referred to (i) above.

"Facility" shall have the meaning specified in the Lease.

"Head Lease" and "Head Lessor" shall each have the meaning specified therefor in the Participation Agreement.

"Indenture" shall mean this Trust Indenture as it may from time to time be supplemented or amended as herein provided, including supplementation hereof by each Indenture Supplement and any Supplemental Indenture pursuant hereto.

"Indenture Default" shall mean an event or condition which after notice or lapse of time or both would become an Indenture Event of Default.

"Indenture Estate" shall mean all estate, right, title and interest of the Indenture Trustee under this Indenture or any Indenture Supplement or any Supplemental Indenture, in and to the Equipment, the Purchase Agreement, the Purchase Agreement Assignment, the Facility, the Construction Contract, the Construction Contract Assignment, the Support Agreement, the Lease, any Lease Schedule, the Conditional Sale Agreement, the Head Lease and the Participation Agreement, including, without limitation, all amounts of Interim Rent, Basic Rent, insurance proceeds, proceeds from requisition, indemnity and other payments of any kind for or with respect to the Equipment. The Indenture Estate includes the properties referred to in the Granting Clause hereof (but excludes the Excluded Amounts).

"Indenture Event of Default" shall have the meaning specified in Section 4.01 hereof.

"Indenture Trustee Office" shall mean the principal corporate trust office of the entity then serving as Indenture Trustee, which, in the case of CNB until notice by it of a change in address is given, shall be 777 Main Street, Hartford, CT 06115, Attention: Corporate Trust Administration.

"Indenture Supplement" shall mean a supplement to this Indenture substantially in the form of Exhibit A hereto, executed by the Owner Trustee and the Indenture Trustee for the purposes, among other things, of adding the Facility to the Indenture Estate.

"Lease" shall mean that certain Lease Agreement dated as of the date hereof by and between the Owner Trustee and the Lessee, as said Lease Agreement may from time to time be supplemented or amended pursuant thereto and in accordance with the terms of this Indenture. The term "Lease" shall also include each Lease Schedule entered into pursuant to the terms of the Lease.

"Majority in Interest of Noteholders" shall mean as of any date of determination the holders of Notes evidencing more than 50% in the aggregate of the then unpaid principal, if any, outstanding under the Notes as of such date (excluding any Notes held by the Owner Trustee, the Lessee, the Owner Participant or any Affiliate of any thereof). Each instruction given by or on behalf of a holder of a Note to the Indenture Trustee shall be deemed to constitute a representation that, to its knowledge, such holder of a Note is not the Owner Trustee, the Lessee or the Owner Participant, or any Affiliate of any thereof.

"Net Proceeds" shall mean (a) with respect to any sale or other disposition of any Unit of Equipment or the Facility, the sales price realized upon any sale thereof, or the proceeds of any casualty insurance payment or the proceeds of any condemnation award in respect of any loss or taking thereof, or any other payment received in respect of any other disposition thereof (including, in the case of any exchange of such Unit of Equipment or the Facility for property other than cash, the fair market value of any such property), (b) with respect to any refinancing of any Unit of Equipment or the Facility, the proceeds of any loan or other advance of funds for or in respect of or secured by such Unit of Equipment or the Facility, and (c) with respect to any leasing of any Unit of Equipment or the Facility, all payments made by the lessee thereof, whether or not denominated as rent, in each case net of the costs of collection or realization thereof.

"Notes" shall mean as of any date of determination, collectively, the Series A Notes and any Additional Notes then outstanding.

"Original Participation" of a Participant in respect of any Unit of Equipment or the Facility shall mean the original amount paid or advanced by such Participant (or such Participant's predecessor, if any) on the Closing Date for or in respect of such Unit of Equipment or the Facility, as the case may be, pursuant to Section 2.2 of the Participation Agreement as such Participant's (or such predecessor's, if any) participation in the payment of or advances to be applied to the payment of the Purchase Price of such Unit of Equipment or the Contract Price of the Facility.

"Owner Participant" shall mean Ford Motor Credit Company, a corporation organized and existing under the laws of the State of Delaware, and any other Person or Persons, if any, to which a Owner Participant transfers, in accordance with Article IX of the Trust Agreement, all or any part of its right, title and interest in and to the Trust Agreement, any part of the Trust Estate and the Participation Agreement.

"Participant" shall mean either of the Lender or any Owner Participant.

"Participation Agreement" shall mean that certain Participation Agreement, dated as of November 1, 1987, by and among the Lessee, the Owner Trustee, the Owner Participant, the Lender and the Indenture Trustee, as the same may from time to time be supplemented or amended pursuant thereto and in accordance with the terms of this Indenture.

"Penalty Rate" shall mean the higher of (i) 13.85% per annum and (ii) the rate announced by Chase Manhattan Bank N.A. from time to time as its prime lending rate for unsecured commercial loans within the United States, any change in the interest rate resulting from a change in the prime lending rate to be effective on the date of each change in the prime lending rate announced by Chase Manhattan Bank N.A., plus 2% per annum, (computed on the basis of a 360-day year and collected for the actual number of days elapsed).

"Permitted Investment" shall mean (i) direct obligations of the United States of America and agencies thereof, or (ii) obligations fully guaranteed by the United States of America, or (iii) certificates of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the States thereof having combined capital and surplus and retained earnings of at least \$750,000,000 (including the Indenture Trustee and Owner Trustee if such conditions are met), or (iv) commercial paper of companies, banks, trust companies or national banking associations incorporated or doing business under the laws of the United States of America or one of the States thereof and in each case having a rating assigned to such commercial paper by Standard & Poor's Corporation or Moody's Investors Service, Inc. (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organization, or (v) repurchase agreements with any financial institution having combined capital and surplus and retained earnings of at least \$100,000,000 fully collateralized by obligations of the type described in clauses (i) through (iv) above, provided that either the Owner Trustee or the Indenture Trustee, or its authorized agent, takes delivery of such collateral, and provided further that the term of any such repurchase agreement shall not exceed 90 days.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock-company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Purchase Date" shall mean the date, if any, on which the Owner Participant shall have purchased all of the Notes pursuant to Section 2.10 hereof.

"Realized Disposition Proceeds" shall mean the sum of (i) Net Proceeds, if any, in respect of any sale or other disposition of any Unit of Equipment or the Facility after the Purchase Date, (ii) Net Proceeds in respect of any refinancing of any Unit of Equipment or the Facility made after the Purchase Date and (iii) Net Proceeds in respect of any leasing or releasing (including any leasing under the Lease) of any Unit of Equipment or the Facility, received by the Owner Trustee in respect of any sale or other disposition, refinancing or releasing of any Unit of Equipment or the Facility after the Purchase Date.

"Series A Note" shall mean any one of the 11.85% Notes Series A Due June 1, 2003, issued by the Owner Trustee pursuant to Section 2.02 hereof, in the principal amount, bearing interest at the rate and payable as provided in Section 2.01 hereof and in said Section 2.02 and secured as provided in the Granting Clauses hereof, and shall include any Series A Note issued in exchange therefor or replacement thereof pursuant to Sections 2.07 or 2.08 hereof.

"Supplemental Indenture" shall mean any supplemental indenture, other than an Indenture Supplement, executed by the Owner Trustee and the Indenture Trustee for the purpose of authorizing and creating any series of Additional Notes, or providing such additional terms, provisions and conditions relative to the Facility to be added to the Indenture Estate, or effecting such additional and further changes, amendments or modifications hereof as shall be permitted hereby.

"Term" shall mean for any Unit of Equipment or the Facility the term for which such Unit of Equipment or the Facility is leased pursuant to the Lease.

"Trust Estate" means, individually, any Estate, and, collectively, all of such Estates.

Section 1.02. Terms Defined in Other Agreements. All capitalized terms used herein and not otherwise defined herein shall have, for all purposes of this Indenture, the meanings, respectively, specified in the Lease and, if no meaning is there specified for such terms, the meanings, respectively, specified in the Participation Agreement.

ARTICLE II

THE NOTES

Section 2.01. Notes; Form of Notes. The Notes of any particular series shall be issuable as fully registered notes, payable to the registered holder thereof, and shall be authorized and created, shall be limited as to aggregate principal amount, shall bear interest and mature, and shall have such additional terms and be subject to such additional conditions, as shall, in the case of the Series A Notes, be set forth in this Section 2.01 or in Section 2.02 hereof or, in the case of any other series of Notes, be set forth in any Supplemental Indenture. Subject to such variations, omissions and insertions as are permitted by this Indenture or any such Supplemental Indenture, all Notes shall be substantially in the form set forth below:

[FORM OF NOTE]

This security has not been registered under the Securities Act of 1933 and may not be sold or offered for sale unless registered pursuant to such Act or unless an exemption from such registration is available.

WILMINGTON TRUST COMPANY
NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS
OWNER TRUSTEE UNDER TRUST AGREEMENT
DATED AS OF NOVEMBER 1, 1987
_____% NOTE SERIES [_____] ^{1/} DUE [_____] ^{2/}

No. _____

\$ _____, 1987

WILMINGTON TRUST COMPANY, a banking corporation organized and existing under the laws of the State of Delaware ("WTC"), not in its individual capacity, but solely as trustee (herein in such capacity called the "Owner Trustee") under that certain Trust Agreement dated as of November 1, 1987 as from time to time supplemented and amended (herein called the "Trust Agreement"), between WTC in its individual capacity and Ford Motor Credit Company, a corporation organized and existing under the laws of the State of Delaware (the "Owner Participant"), hereby promises to pay to _____, or registered

1/ Insert applicable interest rate and appropriate series designation.

2/ Insert May 30, 2003 in the case of the Series A Notes.

assigns, the principal amount of \$ _____, together with interest on the amount of said principal sum remaining unpaid from time to time from the date of this Note until due and payable at the rate of ___%^{3/} per annum (computed on the basis of a 360-day year and collected for the actual number of days elapsed).

Interest only on the principal amount hereof shall be payable, and installment payments of such principal and interest shall be payable, on such dates and in such amounts as are set forth in Annex A hereto; provided that in any event the payment made on this Note on [_____]^{4/} shall be in an amount sufficient to discharge the accrued interest and premium, if any, on and the principal amount of this Note together with any other amounts then owing hereunder or under the Indenture (as hereinafter defined). Interest on any overdue principal amount and (to the extent permitted by applicable law) overdue interest, shall be paid from the due date thereof to the date of payment at the Penalty Rate (as defined in the Indenture), payable on demand.

All payments of principal amount and interest to be made hereunder and under the Trust Indenture dated as of November 1, 1987 (herein called the "Indenture", capitalized terms defined therein not otherwise defined herein being used herein as therein defined), between WTC not in its individual capacity, except as otherwise expressly provided therein, but solely as trustee (the "Owner Trustee") and The Connecticut National Bank, as Indenture Trustee thereunder for the holder of this Note and the holders of other Notes outstanding thereunder (herein in such capacity called the "Indenture Trustee"), shall be made only from the income and proceeds from the Indenture Estate and only to the extent that the Indenture Trustee shall have sufficient income or proceeds from the Indenture Estate to make such payments in accordance with the terms of Article III of the Indenture. Each holder hereof, by its acceptance of this Note, agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to such holder as provided in the Indenture and that none of WTC in its individual capacity, the Owner Participant or the Indenture Trustee is personally liable to the holder hereof for any amount payable hereunder or under the Indenture or the Participation Agreement, nor (except as expressly provided in Section 6.03 and 6.06 of the Indenture in the case of WTC or in Section 4.2 of the

^{3/} Insert 11.85% in the case of the Series A Notes.

^{4/} Insert May 30, 2003 in the case of the Series A Notes.

Participation Agreement in the case of the Owner Participant, Section 4.4 of the Participation Agreement in the case of WTC and Section 4.5 of the Participation Agreement in the case of the Indenture Trustee) shall the Owner Trustee, the Owner Participant or the Indenture Trustee be subject to any liability under the Indenture or the Participation Agreement.

Payments with respect to the principal amount hereof and interest thereon shall be payable in United States dollars in immediately available funds to the Indenture Trustee at the Indenture Trustee Office, or as otherwise provided in the Indenture. Each such payment shall be made on the date such payment is due and without any presentment or surrender of this Note. Whenever the date scheduled for any payment to be made hereunder or under the Indenture shall not be a Business Day, then such payment need not be made on such scheduled date but shall be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

Each holder hereof, by its acceptance of this Note, agrees that each payment received by it hereunder shall be applied, first, to the payment of accrued interest on this Note to the date of such payment and second, to the payment of the unpaid principal amount of this Note.

The Owner Trustee hereby authorizes the Indenture Trustee to exercise in any order any right or remedy it might have, including, without limitation, any right of judicial foreclosure or power of sale of the Indenture Estate, with respect to the obligations incurred hereunder. All rights, powers and remedies of the Indenture Trustee hereunder and under the Indenture are cumulative and not alternative and are in addition to all rights, powers and remedies given to the Indenture Trustee by applicable law.

This Note is one of the Series [____] ^{5/} Notes referred to in the Indenture which have been or are to be issued by the Owner Trustee pursuant to the terms of the Indenture. The Indenture Estate is held by the Indenture Trustee as security for the payment of the Notes and the performance of the obligations of the Owner Trustee hereunder and under the Indenture. The beneficial interest of the Owner Participant in and to the

5/ Insert appropriate series designation of the Note.

properties of the Owner Trustee assigned, pledged or mortgaged as part of the Indenture Estate are subject and subordinate to the rights of the holders of the Notes to the extent provided for in the Indenture. Reference is hereby made to the Indenture for a statement of the rights of the holder of, and the nature and extent of the security for, this Note and of the rights of the holders of, and the nature and extent of the security for, the other Notes, as well as for a statement of the terms and conditions of the trusts created by the Indenture, to all of which terms and conditions in the Indenture each holder hereof agrees by its acceptance of this Note. Under the Indenture and the Participation Agreement to which reference is therein made, the Owner Trustee has certain rights in respect of the collateral pledged thereunder as security for the Notes.

This Note and interest on the unpaid principal amount are not subject to prepayment except as specifically provided herein and in the Indenture^{6/}. As provided in Section 2.10 of the Indenture, if an Event of Default shall have been declared under either the Lease or the Indenture, then, under certain circumstances, the Owner Trustee or the Owner Participant may purchase all outstanding Notes, upon payment to the holders thereof of the aggregate unpaid principal amount thereof, together with accrued interest thereon to the date of payment, but only upon the assumption thereby of certain obligations in respect thereof, all as more fully set forth in said Section 2.10.

There shall be maintained a Note register for the purpose of registering transfers and exchanges of Notes at the Indenture Trustee Office, or the office of any successor Indenture Trustee, in the manner provided in Section 2.07 of the Indenture. The transfer of this Note is registrable, as provided in the Indenture, only upon surrender of this Note for registration of transfer duly endorsed, or accompanied by a written instrument of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing. Prior to the due presentment for registration of transfer of this Note, the Owner Trustee and the Indenture Trustee may deem and treat the person in whose name this Note is registered as the absolute owner and holder hereof for the purpose of receiving payment of the principal amount hereof and premium, if any, and interest hereon, and for all other purposes whatsoever, whether or not this Note is overdue, and neither the Owner Trustee nor the Indenture Trustee shall be affected by any notice to the contrary.

^{6/} In the case of the Series A Notes, insert text required by Section 2.02(b) of the Indenture.

No delay or omission of the holder of this Note to exercise its rights hereunder shall impair any such right or power or shall be construed to be a waiver of any Indenture Event of Default or an acquiescence therein. No waiver of any Indenture Event of Default, shall be construed, taken, or held to be a waiver of any other Indenture Event of Default, or a waiver, acquiescence in, or consent to any further or succeeding Indenture Event of Default, whether or not of the same nature. The Owner Trustee waives demand, notice and protest in any defense by reason of extensions of time for payment or other indulgence granted by the holder hereof.

This Note shall be governed by the laws of the Commonwealth of Pennsylvania.

Unless the certificate of authentication hereon has been executed by or on behalf of the Indenture Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Owner Trustee has caused this Note to be executed by one of its duly authorized officers or a duly authorized attorney-in-fact as of the date hereof.

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

By: _____
Title:

[FORM OF INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Series [_____] ^{7/} Notes referred to in the within-mentioned Indenture.

THE CONNECTICUT NATIONAL BANK, as Indenture Trustee

By: _____
Authorized Officer

^{7/} Insert appropriate series designation.

Annex A
to Note

<u>Payment Date</u>	<u>Principal to be Paid*</u>	<u>Interest to be Paid*</u>	<u>Total Payments*</u>
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* Per Million Dollars of Principal

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless it shall have been authenticated by or on behalf of the Indenture Trustee by manual signature.

Section 2.02. Series A Notes. (a) There shall be issued and delivered to the Lender, as provided in the Participation Agreement, one or more Series A Notes, each dated the Closing Date for the Unit or Units of Equipment to which such Notes relate, and payable to the Lender or such other Person as the Lender or its special counsel may specify to the Owner Trustee at least one Business Day prior to such Closing Date. The Series A Note or Notes issued to the Lender shall be in a principal amount or aggregate principal amount, as the case may be, equal to the Lender Commitments in respect of the Equipment to which such Notes relate and the Lender shall be entitled to receive a single Note in a principal amount equal to such original participation or such greater number of Notes in denominations of not less than \$150,000 each as the Lender or its special counsel may specify to the Owner Trustee at least one Business Day prior to such Closing Date. Each Series A Note shall bear interest at the rate of 11.85% per annum on the principal amount thereof from time to time outstanding from and including the date thereof until due and payable (computed on the basis of a 360-day year and collected for the actual number of days elapsed). Each Series A Note will also bear interest at the Penalty Rate on any overdue principal and (to the extent permitted by applicable law) overdue interest. The principal of and interest on each Series A Note shall be payable as indicated in the form thereof contained in Section 2.01 hereof.

(b) The Series A Notes shall, in the event, and to the extent, that the Lessee exercises its right to terminate the Lease under Section 22.1 thereof, or exercises its early purchase option under Section 23.2 thereof, be subject to optional prepayment, in whole but not in part, on June 1, 1998, and on any semiannual payment date thereafter, on 180 days prior written notice to the Indenture Trustee, upon payment of all accrued but unpaid interest thereon to the date of prepayment and payment of the principal amount thereof then outstanding together with a prepayment premium calculated to equal the amount necessary to compensate the Lender for all costs, expenses and losses (including the loss of the benefit of the loan to the Owner Trustee) suffered by the Lender as a result, direct or indirect, of such prepayment. Delivery of a prepayment notice hereunder shall constitute an irrevocable election on the part of the Owner Trustee to make such prepayment on the date specified and the Notes shall thereupon mature and become due and payable on that date; provided, however, that upon any failure to sell property on a Termination Date, in respect of which the Lease will

continue notwithstanding the giving of a Termination Notice in respect thereof, any corresponding prepayment notice given hereunder shall likewise be of no force or effect and the Notes shall remain outstanding as if such notice had not been given. The Lender's determination of such prepayment premium, absent manifest error, shall be conclusive. A statement to the effect of the foregoing shall be printed on each of the Series A Notes.

Section 2.03. Payment from Indenture Estate. All payments to be made under the Notes and this Indenture shall be made only from the income and proceeds from the Indenture Estate and only to the extent that the Indenture Trustee shall have sufficient income or proceeds from the Indenture Estate to make such payments in accordance with the terms of Article III hereof. Each holder of a Note, by its acceptance of such Note, agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to such holder as herein provided and that none of WTC in its individual capacity, the Owner Participant or the Indenture Trustee is personally liable to the holder of any Note for any amounts payable under such Note or this Indenture or the Participation Agreement, nor (except as expressly provided in Section 6.03 or 6.06 hereof in the case of WTC or in Section 4.2 of the Participation Agreement in the case of the Owner Participant, Section 4.4 of the Participation Agreement in the case of WTC and Section 4.5 of the Participation Agreement in the case of the Indenture Trustee) shall the Owner Trustee, the Owner Participant or the Indenture Trustee be subject to any liability hereunder or under the Participation Agreement.

The Owner Trustee hereby authorizes the Indenture Trustee to exercise in any order any right or remedy it might have, including, without limitation, any right of judicial foreclosure or power of sale of the Indenture Estate, with respect to the obligations incurred thereunder. All rights, powers and remedies of the Indenture Trustee under the Notes and this Indenture are cumulative and not alternative and are in addition to all rights, powers and remedies given to the Indenture Trustee by applicable law.

Section 2.04. Method of Payment; Payments on Non-Business Days. (a) The principal of and interest on each Note will be payable in United States dollars in immediately available funds to the Indenture Trustee at the Indenture Trustee Office for distribution among the holders of the Notes. The Owner Trustee shall not have any responsibility for the distribution of such payments by the Indenture Trustee to the holders of the Notes. Subject to the following sentence, each payment of principal of and interest on the Notes, other than the final installment of principal of and interest on any such Note, shall

be payable by check or draft of the Indenture Trustee mailed by the Indenture Trustee to the holder thereof at the address therefor then appearing in the Note register maintained by the Indenture Trustee, and such final installment shall be payable upon presentation and surrender of such Notes at the Indenture Trustee Office by check or draft of the Indenture Trustee. Notwithstanding the foregoing or any provision in any Note to the contrary, the Indenture Trustee will pay, or cause to be paid, if so requested by any holder of a Note by written notice to the Owner Trustee and the Indenture Trustee (which notice, in the case of a Note held by the Lender named in the Participation Agreement, shall be deemed to have been given by the Lender's execution of the Participation Agreement and to have referred to the address therefor given in Schedule I to the Participation Agreement), all amounts payable by the Owner Trustee hereunder to such holder or a nominee therefor (including all amounts distributed pursuant to Article III of the Indenture) by transferring by wire in immediately available funds to an account maintained by such holder the amount to be distributed to such holder without any presentment or surrender of any Note.

(b) Whenever the date scheduled for any payment to be made hereunder or under any Note shall not be a Business Day, then such payment need not be made on such scheduled date but shall be made on the next succeeding Business Day (unless that day would fall in the next calendar month, in which case such payment shall be made on the first preceding Business Day) with the same force and effect as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue (or be forgiven) on (or in respect of) the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day (or from and after such preceding Business Day and such scheduled date).

Section 2.05. Application of Payments to Principal and Interest. In the case of each Note, each payment of principal thereof and interest thereon received shall be applied, first, to the payment of accrued but unpaid interest on such Note then due thereon, and second, to the payment of the unpaid principal of such Note.

Section 2.06. Termination of Interest in Indenture Estate. A holder of a Note shall have no further interest in, or other right with respect to, the Indenture Estate when and if the principal of and interest on all Notes held by such holder and all other sums payable to such holder hereunder and under such

Notes and under the Participation Agreement shall have been paid in full.

Section 2.07. Transfer of Notes. The Indenture Trustee shall maintain at the Indenture Trustee Office a register for the purpose of registering transfers and exchanges of Notes. A holder of a Note intending to transfer any Note held by such holder to a new payee, or to exchange any Note or Notes held by it for a Note or Notes of the same series of a different denomination or denominations, may surrender such Note or Notes to the Indenture Trustee at the Indenture Trustee Office together with a written request from such holder for the issuance of a new Note or Notes of the same series, specifying the denomination or denominations (each of which shall be not less than \$150,000) of the same and the amount of all payments or prepayments of principal and interest previously made on the Note being surrendered, and, in the case of a surrender for registration of transfer, the name and address of the payee or payees.

Each Note presented or surrendered for issue and registration of a new Note or Notes shall be duly endorsed or be accompanied by a written instrument of transfer duly executed by the registered holder of such Note or his attorney duly authorized in writing.

Promptly upon receipt of such documents from the Indenture Trustee, the Owner Trustee will issue a new Note or Notes, which Note or Notes the Indenture Trustee shall authenticate, in the same aggregate principal amount and dated the date to which interest on the Note or Notes surrendered has been paid, in such denomination or denominations and payable to such payee or payees as shall be specified in the written request from such holder.

All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Owner Trustee evidencing the same respective obligations, and entitled to the same security and benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange. The Indenture Trustee shall make a notation on each new Note or Notes of the pro rata amount of all payments or prepayments of principal previously made on the old Note or Notes with respect to which such new Note or Notes is or are issued. From time to time, the Indenture Trustee will provide the Owner Trustee or the Lessee with such information as it may request in writing as to the registered holders of Notes.

Prior to the due presentment for registration of transfer of a Note, the Owner Trustee and the Indenture Trustee may deem and treat the registered holder of such Note as the absolute owner and holder of such Notes for the purpose of receiving payment of all amounts payable with respect to such Note and for all other purposes whatsoever, whether or not such Note is overdue, and neither the Owner Trustee nor the Indenture Trustee shall be affected by any notice to the contrary.

Section 2.08. Mutilated, Destroyed, Lost or Stolen Notes. If any Note shall become mutilated, destroyed, lost or stolen, the Owner Trustee shall, upon the written request (a copy of which request shall be sent by such holder to the Indenture Trustee) of the holder of such Note, execute and deliver in replacement thereof a new Note which the Indenture Trustee shall authenticate, payable to the same holder in the same series and principal amount and dated the same date as the Note so mutilated, destroyed, lost or stolen. If the Note being replaced has become mutilated, such Note shall be surrendered to the Indenture Trustee and forwarded to the Owner Trustee by the Indenture Trustee. If the Note being replaced has been destroyed, lost or stolen, the holder of such Note shall furnish to the Owner Trustee and the Indenture Trustee such security or indemnity as may be required by them to save the Owner Trustee and the Indenture Trustee harmless and evidence satisfactory to the Owner Trustee and the Indenture Trustee of the destruction, loss or theft of such Note and of the ownership thereof; provided, however, that if the holder of such Note is an institutional holder, the written undertaking of such holder delivered to the Owner Trustee and the Indenture Trustee shall be sufficient security and indemnity for the purposes of this Section 2.08.

The Indenture Trustee will promptly cancel and destroy all Notes surrendered for transfer, exchange or replacement pursuant to Section 2.07 hereof or this Section 2.08.

Section 2.09. Payment of Transfer Taxes. As a condition to the registration of transfer of any Note or Notes pursuant to Section 2.07 hereof, the Owner Trustee or the Indenture Trustee may require from the party requesting such new Note or Notes payment of a sum to reimburse the Owner Trustee or the Indenture Trustee for, or to provide funds for the payment of, any transfer tax or other governmental charge in connection therewith.

Section 2.10 Owner Participant's Option to Purchase Notes. (a) Each holder of a Note, by acceptance thereof, agrees that if the Notes shall have been declared to be or shall have become immediately due and payable, otherwise than as a result of

the occurrence or continuation of an Indenture Event of Default relating to an Owner Participant or the Owner Trustee, then within thirty (30) days after the date of any such declaration or occurrence all (and not less than all) Owner Participants shall have the right, exercisable jointly by giving notice to the Indenture Trustee and all registered holders of Notes at the time Outstanding, to purchase all, but not less than all, of the Notes then Outstanding on a date specified in such notice (which shall not be more than ten (10) days after the date such notice is given) for a purchase price equal to the sum of:

(i) the aggregate unpaid principal amount of all Notes then held by such holders, without premium, together with all interest accrued on the Notes so purchased to the date of purchase, plus

(ii) the aggregate amount, if any, of all other sums which such holder would then be entitled to receive under clause "Second" of Section 3.03.

The giving of such notice shall obligate such Owner Participants to purchase the Notes on the date specified in such notice, and on such date, upon (A) delivery of the specified purchase price to each holder of a Note in immediately available funds, (B) the express assumption by such Owner Participants, in form and substance reasonably satisfactory to a Majority in Interest of Noteholders, of all of such holders' obligations and liabilities to the Indenture Trustee, and (C) the delivery to each such holder of an undertaking satisfactory in form and substance to a Majority in Interest of Noteholders to the effect set forth in Section 2.10(b), each holder of a Note will forthwith sell, assign, transfer and convey to the Person specified in such notice, without recourse or warranty of any kind other than of title to the Notes so conveyed, all of the right, title and interest of such holder in and to this Indenture, the Indenture Estate, each other Fundamental Agreement and all Notes held by such holder (except with respect to any existing or future claims under the Participation Agreement not taken into account in determining the amount payable pursuant to clause (ii) of this Section 2.10(a)). Each selling holder shall take such actions as may be reasonably requested by such Owner Participants to enable such holder's Notes to be transferred to the Person specified, at the cost and expense of such Owner Participants.

(b) As a condition to the obligation of any holder of a Note or Notes to sell its Notes as provided for in Section 2.10(a) hereof, each such holder shall be provided with an undertaking from the Owner Participants to pay to such holder the Contingent Premium multiplied by a fraction, the numerator of which shall be the aggregate unpaid principal amount of Notes

held by such holder and the denominator of which shall be the aggregate principal amount of all Notes then outstanding, together with interest thereon at the rate of interest payable on the Series A Notes from the Purchase Date to the date paid.

(c) Such undertaking shall be a limited recourse obligation of such Owner Participants and shall be payable by such Owner Participants only out of distributions received thereby in respect of Excess Realized Distribution Proceeds; provided, however, that such undertaking shall be a direct recourse obligation to such Owner Participants to the extent of the excess, if any, of (A) the Contingent Premium plus accrued and unpaid interest thereon over (B) the amount of Excess Realized Disposition Proceeds (or other amounts) paid over to and received by such holder payable on demand on the earlier to occur of (x) that date on which the last Unit of Equipment (or the Facility, if a later date) is sold or otherwise disposed of by the Owner Trustee and (ii) May 30, 2009.

ARTICLE III

RECEIPT, DISTRIBUTION AND APPLICATION OF INCOME FROM INDENTURE ESTATE.

Section 3.01. Basic Rent Distribution. Except as otherwise provided in Section 3.03 hereof, each installment of Basic Rent, and any interest on overdue installments of Basic Rent, and any other monies paid over for such purpose, received by the Indenture Trustee, shall be distributed by the Indenture Trustee as promptly as possible in the following order of priority: first, so much of such payment as shall be required for the purpose shall be distributed and paid to the holders of the Notes to pay in full the aggregate amount of the payment or payments of principal of and interest on the Notes (and interest at the Penalty Rate on overdue principal or, to the extent permitted by applicable law, interest) then due, such distribution to be made ratably, without priority of one over the other, in the proportion that the amount of such payment or payments then due under each such Note bears to the aggregate amount of payments then due under all such Notes; and second, the balance, if any, of such installment remaining thereafter shall, if no Indenture Default or Indenture Event of Default shall have occurred and then be continuing, be distributed to the Owner Trustee. The portion of each such installment distributed to a holder of a Note shall be applied by such holder in payment of such Note in accordance with the terms of Section 2.05 hereof.

Section 3.02. Payments for Lost or Terminated Units of Equipment or Facility. (a) Except as otherwise provided in Sections 3.02(b) and 3.03 hereof, any amount received or

receivable pursuant to Section 11 of the Lease with respect to any Unit of Equipment or the Facility shall in each case be distributed and paid in the following order of priority: first, so much of such amount as shall be required to reimburse the Indenture Trustee for any expenses not reimbursed by the Lessee in connection with the collection or distribution of such amount shall be applied by the Indenture Trustee to such reimbursement; second, so much of such amount remaining as shall be equal to in the case of any Unit of Equipment, the product obtained by multiplying the aggregate unpaid principal amount of all Notes of the applicable series then outstanding by a fraction, the numerator of which shall be the aggregate Purchase Price of such Units of Equipment in respect of which such payment is due, and the denominator of which shall be the aggregate Purchase Price of all Units of Equipment subject to the Lease immediately before the event giving rise to such payment under the Lease, or, in the case of the Facility, the aggregate unpaid principal amount of all Notes of the series relating to the Facility, plus the accrued but unpaid interest on such Notes to the date of distribution, shall be distributed to the holders of all the Notes of the series relating to such Unit of Equipment or the Facility and, in the case of such Unit of Equipment, shall be distributed ratably, without priority of one over any other, in the proportion that the aggregate unpaid principal amount of all Notes of such series held by each such holder, plus the accrued but unpaid interest thereon to the date of distribution, bears to the aggregate unpaid principal amount of all Notes of such series held by all such holders, plus the accrued but unpaid interest thereon to the date of distribution; third, in the manner provided in clause "second" of Section 3.03 hereof; and fourth, in the manner provided in clause "sixth" of Section 3.03 hereof. Upon receipt of all amounts due and payable pursuant to Section 11 of the Lease in respect of such Unit of Equipment or the Facility, the Indenture Trustee shall, upon the Owner Trustee's written request, execute and deliver an appropriate instrument evidencing the release of such Unit of Equipment or the Facility from the Lien of this Indenture.

(b) Except as otherwise provided in Section 3.03 hereof, any amounts received directly or through the Lessee from any governmental authority or other party pursuant to Section 11 of the Lease with respect to any Unit of Equipment or the Facility as the result of a Casualty Occurrence, to the extent that such amounts are not at the time required to be paid to the Lessee pursuant to said Section 11, and any amounts of insurance proceeds for damage to the Indenture Estate received directly or through the Lessee from any insurer pursuant to Section 11 of the Lease with respect thereto as the result of a Casualty Occurrence, to the extent such amounts are not at the time required to be paid to the Lessee or the Owner Trustee pursuant

to said Section 11, shall, except as otherwise provided in the next sentence, be applied in reduction of the Lessee's obligation to pay Stipulated Loss Value as provided in the Lease. Any portion of any such amount referred to in the preceding sentence which is not required to be so paid to the Lessee pursuant to the Lease, solely because a Default or an Event of Default shall have occurred and be continuing, shall be held by the Indenture Trustee as security for the obligations of the Lessee under the Lease and at such time as there shall not be continuing any Default or Event of Default, such portion shall be paid to the Lessee, unless the Indenture Trustee (as assignee from the Owner Trustee of the Lease) shall have theretofore declared the Lease to be in default pursuant to Section 16 thereof, in which event such portion shall be distributed forthwith upon such declaration in accordance with the provisions of Sections 3.03 hereof.

Section 3.03. Payments after Indenture Event of Default. All payments (other than Excluded Amounts) received and amounts held or realized by the Indenture Trustee after an Indenture Event of Default shall have occurred and be continuing and, in the case of any Indenture Event of Default described in clause (a) of Section 4.01 hereof, after the Indenture Trustee has declared (as assignee from the Owner Trustee of the Lease) the Lease to be in default pursuant to Section 4.02 hereof and Section 16 of the Lease or the Indenture Trustee or the holders of the Notes have declared the Notes to be accelerated pursuant to Section 4.03 hereof, as the case may be, or the Indenture Trustee has elected to foreclose or otherwise enforce its rights under this Indenture (including any amounts realized by the Indenture Trustee from the exercise of any remedies pursuant to Section 16 of the Lease or Article IV hereof), as well as all payments or amounts then held or thereafter received by the Indenture Trustee hereunder or under the Participation Agreement or otherwise as part of the Indenture Estate while such Indenture Event of Default shall be continuing, shall be distributed forthwith by the Indenture Trustee in the following order of priority: first, so much of such payments or amounts as shall be required to reimburse the Indenture Trustee for any tax, expense or other loss incurred by the Indenture Trustee (to the extent not previously reimbursed and to the extent incurred in connection with its duties as Indenture Trustee) and any unpaid ongoing fees and expenses of the Indenture Trustee shall be distributed to the Indenture Trustee for application to itself; second, so much of such payments or amounts as shall be required to reimburse the then existing or prior holders of the Notes for payments made by them to the Indenture Trustee pursuant to Section 5.03 hereof (to the extent not previously reimbursed), and to pay such then existing or prior holders of the Notes the amounts payable to them (including predecessor holders) pursuant to the provisions of the Participation Agreement or the Lease,

shall be distributed to such then existing or prior holders of the Notes, without priority of one over the other, in accordance with the amount of the payment or payments made by, or payable to, each such then existing or prior holder; third, so much of such payments or amounts as shall be required to pay in full the aggregate unpaid principal of all Notes, plus the accrued but unpaid interest thereon to the date of distribution, shall be distributed to the holders of the Notes, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then, ratably, without priority of one over the other, in the proportion that the aggregate unpaid principal amount of all Notes held by each such holder, plus the accrued but unpaid interest thereon to the date of distribution, bears to the aggregate unpaid principal amount of all Notes, plus the accrued but unpaid interest thereon to the date of distribution; fourth, in the event (but only in the event) that the Lease shall have been declared to be in default, so much of such payments or amounts as shall not exceed the excess of (A) the Stipulated Loss Value of the Units of Equipment and the Facility then subject to the Lease on the date the Lease was declared to be in default over (B) the principal of and accrued but unpaid interest on the Notes to the date of such declaration shall be distributed to the Owner Trustee; fifth, in the event (but only in the event) that the Lease shall have been declared to be in default, so much of such payment or the amount as shall not exceed the prepayment premium that would be payable to the holders of the Notes upon the prepayment thereof in full assuming that the Notes could be prepaid and had been on the date the Lease was declared to be in default, together with interest thereon at the Overdue Rate from such date to the date of distribution, shall be distributed to the then existing holders of the Notes and, in case the aggregate amount so to be distributed shall be insufficient to pay in full such prepayment premiums and interest thereon, then, ratably, without priority of one over the other, in the proportion that the aggregate unpaid principal amount of all Notes held by each such holder bears to the aggregate unpaid principal amount of all Notes; and sixth, the balance, if any, of such payments or amounts remaining thereafter shall be distributed to the Owner Trustee.

Section 3.04. Other Payments. (a) Except as otherwise provided in Section 3.03 hereof, any payments (other than Excluded Amounts) received by the Indenture Trustee for which no provision as to the application thereof is made in the Lease or the Participation Agreement or elsewhere in this Article III shall be distributed forthwith by the Indenture Trustee in the following order of priority: first, in the manner provided in the clause "first" of Section 3.03 hereof; second, in the manner provided in clause "second" of Section 3.03 hereof; and third, if no Indenture Default or Indenture Event of Default shall have

occurred and then be continuing, in the manner provided in clause "sixth" of Section 3.03 hereof.

(b) Subject to Section 3.06 hereof, any payments (other than Excluded Amounts) received by the Indenture Trustee for which provision as to the application thereof is made in the Lease or the Participation Agreement but not elsewhere in this Indenture shall, unless an Indenture Default or an Indenture Event of Default shall have occurred and be continuing, be applied to the purposes for which such payments were made in accordance with the provisions of the Lease or the Participation Agreement, as the case may be.

Section 3.05. Distribution of Excluded Amounts. Notwithstanding anything contained herein to the contrary, all amounts constituting Excluded Amounts received by the Indenture Trustee shall be paid forthwith by the Indenture Trustee to the Person or Persons entitled thereto.

Section 3.06. Certain Payments. Anything in this Article III to the contrary notwithstanding except for Section 3.05 hereof, after the Indenture Trustee shall have knowledge of an Indenture Default or an Indenture Event of Default, all amounts which, but for the provisions of this Section 3.06, would otherwise be distributable by the Indenture Trustee to the Owner Trustee or the Lessee shall be held by the Indenture Trustee, as part of the Indenture Estate and, if such Indenture Default or Indenture Event of Default shall cease to be continuing prior to the time such amounts may become distributable pursuant to Section 3.03 hereof, such amounts shall be distributable as provided elsewhere in this Article III.

Section 3.07. Amounts Payable to the Owner Trustee to be Paid to the Owner Participant. All payments and amounts from time to time distributable under this Indenture by the Indenture Trustee to the Owner Trustee (other than such payments and amounts payable to the Owner Trustee as an indemnified person under the Lease or the Participation Agreement) shall, until receipt of written instructions of the Owner Trustee to the contrary, be paid by the Indenture Trustee directly to the Owner Participant in the manner and at the place specified in Schedule I to the Participation Agreement.

ARTICLE IV

REMEDIES OF INDENTURE TRUSTEE UPON AN INDENTURE EVENT OF DEFAULT

Section 4.01. Indenture Events of Default. The following events shall constitute "Indenture Events of Default" (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) subject to the cure rights of the Owner Participant or the Owner Trustee under Section 4.08 hereof, the occurrence of an Event of Default (other than a failure to pay Excluded Amounts); or

(b) default by the Owner Trustee in making any payment when due of the principal of or interest on any Note or Notes, and the continuance of such default unremedied for 3 Business Days (other than any such failure resulting from an Event of Default); or

(c) any failure by the Owner Participant or the Owner Trustee to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder or under the Lease or the Participation Agreement (other than a failure referred to in clause (a) or (b) above) if such failure continues unremedied for a period of 30 days after notice of such failure has been given to the Owner Trustee and the Owner Participant by the Indenture Trustee; provided, however, that, to the extent that obligations of the Owner Trustee or the Owner Participant are also obligations of (or are solely contingent upon obligations of) the Lessee under the Lease, then, to the extent that the Lessee performs or observes such obligations under the Lease, such obligations of the Owner Trustee or the Owner Participant contained in this Indenture shall be deemed to have been performed or observed and, to the extent that the Lessee is excused by the terms of the Lease or waiver by the Indenture Trustee from performing or observing such obligations, the Owner Trustee or the Owner Participant will be likewise excused; or

(d) any representation or warranty made by the Owner Participant or WTC hereunder or under the Lease or the Participation Agreement, or by any officer or representative of the Owner Participant or WTC in any document or certificate furnished to the Indenture Trustee or the Lender, in connection herewith or therewith or pursuant hereto or

thereto, shall prove at any time to have been incorrect as of the date made in any respect material to the rights and remedies of the holders of the Notes or of the Indenture Trustee; provided, however, that if the representation or warranty was originally given by the Owner Trustee or the Owner Participant, as the case may be, in good faith, an Indenture Default shall not be deemed to exist unless the inaccurate representation or warranty in the reasonable opinion of the Lender remains material at the time discovered and if capable of being cured, remains uncured for a period of 30 days; or

(e) any sale of the Trust Estate or any substantial portion thereof (including the consummation of the transactions contemplated by Section 3.8 of the Participation Agreement) without the prior written consent of the Lender.

Section 4.02. Action upon Event of Default. Subject to the cure rights of the Owner Participant or the Owner Trustee under Section 4.08 hereof, at any time after an Event of Default shall have occurred and be continuing, the Indenture Trustee, as assignee hereunder of the Lease, may declare the Lease to be in default pursuant to Section 16 of the Lease. Then and in every such case the Indenture Trustee, as assignee in respect of the Lease or as mortgagee of or secured party in respect of the Equipment and the Facility or otherwise, may, and when required pursuant to the provisions of Article V hereof shall, exercise any or all of the rights and powers and pursue any or all of the remedies pursuant to Section 16 of the Lease and this Article IV and may take possession of all, or any part of the Collateral and may exclude the Owner Trustee, the Owner Participant and the Lessee and all Persons claiming under any of them wholly or partly therefrom. In the event the Indenture Trustee shall at any time declare the Lease to be in default pursuant to Section 16 thereof, the unpaid principal amount of all Notes then outstanding and accrued interest thereon shall immediately become due and payable without further act or notice of any kind.

Section 4.03. Action upon Indenture Event of Default not an Event of Default. If an Indenture Event of Default other than an Event of Default shall have occurred and be continuing, the Indenture Trustee or a Majority in Interest of Noteholders may declare the principal of all the Notes to be due and payable immediately by giving notice to the Owner Trustee (and if such notice be given by such Noteholders, with a copy thereof, as promptly as practicable thereafter, to the Indenture Trustee) and upon any such declaration of acceleration, such principal of and all accrued interest thereon shall become due and payable immediately without further act or notice of any kind. Upon such declaration (and, if such declaration is made by a Majority in

Interest of Noteholders, upon receipt by the Indenture Trustee of a copy of the notice of such declaration), the Indenture Trustee, as assignee hereunder of the Lease or as mortgagee and secured party hereunder, or otherwise, may, and when required pursuant to Article V shall, exercise any or all of the rights and powers and pursue any or all of the remedies permitted by this Article IV, and may take possession of all or any part of the Collateral and may exclude the Owner Trustee and the Owner Participant and all Persons claiming under or through either of them wholly or partly therefrom.

Section 4.04. Remedies. Subject to the cure rights of the Owner Participant or the Owner Trustee under Section 4.08 hereof, the Owner Trustee agrees, to the full extent that it lawfully may, if one or more Indenture Events of Default shall have occurred and be continuing and if either the Lease shall have been declared in default pursuant to Section 16 of the Lease or the maturity of the unpaid principal amount of the Notes shall have been accelerated pursuant to Section 4.03 hereof, then, in every such case, the Indenture Trustee, as assignee hereunder of the Lease, or as mortgagee and secured party hereunder, or otherwise, may exercise any or all of the rights and powers and pursue any and all of the remedies available to it hereunder or (if the Lease shall have been declared in default) under the Lease or available to a mortgagee or a secured party under the Uniform Commercial Code, as enacted in any relevant jurisdiction, or any other provision of law, and may sell, assign, transfer and deliver the whole, or from time to time to the extent permitted by law, any part of the Equipment or the Facility or any interest therein, at any private sale or public auction with or without demand, advertisement or notice (except as herein required or as may be required by law) of the date, time and place of sale and any adjournment thereof, for cash or credit or other property, for immediate or future delivery and for such price or prices and on such terms as the Indenture Trustee, in its uncontrolled discretion, may determine, or as may be required by law. It is agreed that 10 days' notice to the Owner Trustee and the Lessee of the date, time and place (and terms, in the case of a private sale) of any proposed sale by the Indenture Trustee of the Equipment or the Facility or any part thereof or interest therein is reasonable.

Section 4.05. Return of Collateral, etc. (a) At the request of the Indenture Trustee, following an Indenture Event of Default, the Owner Trustee shall promptly execute and deliver to the Indenture Trustee, without warranty or recourse, such instruments of title and other documents as the Indenture Trustee may deem necessary or advisable to enable the Indenture Trustee or an agent or representative designated by the Indenture Trustee, at such time or times and place and places as the

Indenture Trustee may specify, to obtain possession of all or any part of the Collateral to the possession of which the Indenture Trustee shall at the time be entitled hereunder. If the Owner Trustee shall for any reason fail to execute and deliver any such instruments or documents after such demand by the Indenture Trustee, the Indenture Trustee may (i) obtain a judgment conferring on the Indenture Trustee the right to immediate possession of the Collateral and requiring the Owner Trustee to deliver such instruments and documents to the Indenture Trustee, to the entry of which judgment the Owner Trustee hereby specifically consents, and (ii) pursue all or any part of such Collateral wherever it may be found and enter any of the premises of the Owner Trustee, the Owner Participant or the Lessee wherever such Collateral may be or be supposed to be and search for such Collateral and take possession of and remove such Collateral.

(b) Upon every such taking of possession, the Indenture Trustee may, from time to time, at the expense of the Collateral, make all expenditures for maintenance, insurance, repairs, replacements, alterations, storage, additions and improvements to and of the Collateral as it may deem proper. In each such case, the Indenture Trustee shall have the right to use, operate, store, control or manage the Collateral and to carry on the business and to exercise all rights and powers of the Owner Trustee relating to the Collateral, as the Indenture Trustee deems best, including the right to enter into any and all such agreements with respect to the maintenance, operation, leasing, storage or disposition of the Collateral or any part thereof as the Indenture Trustee may determine; and the Indenture Trustee shall be entitled to collect and receive all tolls, rents, revenues, issues, income, products and profits of the Collateral and every part thereof, without prejudice, however, to the right of the Indenture Trustee under any provisions of this Indenture to collect and receive all cash held by, or required to be deposited with, the Indenture Trustee hereunder. Such tolls, rents, revenues, issues, income, products and profits shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, storage, additions and improvements, and to make all payments which the Indenture Trustee may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Collateral or any part thereof (including the employment of engineers and accountants to examine, inspect and make reports upon the Collateral and the books and records of the Owner Trustee, the Owner Participant or the Lessee relating thereto), and all other payments which the Indenture Trustee may be required or authorized to make under any provision of this Indenture, as well as just and reasonable compensation for the

services of the Indenture Trustee and of all persons properly engaged and employed by the Indenture Trustee.

Section 4.06. Remedies Cumulative. Each and every right, power and remedy herein specifically given to the Indenture Trustee or otherwise in this Indenture shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Indenture Trustee, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by the Indenture Trustee in the exercise of any right, remedy or power or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Owner Trustee, the Owner Participant or the Lessee or to be an acquiescence therein.

Section 4.07. Discontinuance of Proceedings. In the case that the Indenture Trustee shall have proceeded to enforce any right, power or remedy under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Indenture Trustee, then and in every such case the Owner Trustee, the Indenture Trustee, the Owner Participant and the Lessee shall be restored to their former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Indenture Trustee shall continue as if no such proceedings had been taken.

Section 4.08. Right to Cure Certain Events of Default. (a) If the Lessee shall fail to make any payment of Basic Rent when the same shall have become due or within 3 Business Days thereafter, and if such failure of the Lessee to make such payment of Basic Rent shall not constitute the second or subsequent consecutive failure or the third or subsequent cumulative failure in the five year period ending on the date of such failure then, so long as no other Indenture Event of Default shall have occurred and be continuing, the Owner Participant or the Owner Trustee may (but need not) pay to the Indenture Trustee at any time prior to the expiration of 5 Business Days after receipt of notice from the Indenture Trustee that the Lessee has failed to make such payment of Basic Rent an amount equal to the full amount of any such payment of Basic Rent, together with any interest due thereon on account of the delayed payment thereof at the Penalty Rate, and such payment by the Owner Participant or

the Owner Trustee shall be deemed to cure any Indenture Event of Default which arose or would have arisen from such failure of the Lessee.

(b) If the Lessee shall fail to make any payment under the Lease other than Basic Rent or under the Participation Agreement when the same shall become due, or if any other Default or Event of Default other than of the type described in paragraph (e) of Section 16 of the Lease shall have occurred and be continuing, the Owner Participant or the Owner Trustee may (but need not), at any time prior to the expiration of 7 Business Days after receipt of notice from the Indenture Trustee that such Default or Event of Default has occurred and is continuing after the expiration of the grace period relating to such Default or Event of Default, pay to the Indenture Trustee an amount equal to such payment (including interest, if any, on any overdue payment at the Penalty Rate) or, in the case of any other Default or Event of Default, effect a cure thereof at its own expense, and such payment or cure by the Owner Participant or Owner Trustee shall be deemed to have cured any Indenture Event of Default which arose or would have arisen from such failure (or other Default or Event of Default) of the Lessee, provided that no previous payment by the Owner Participant or the Owner Trustee under this Section 4.08(b) shall at the time be outstanding and unreimbursed by the Lessee from its own funds for a period of more than one year; and provided, further, that the aggregate outstanding and unreimbursed payments by the Owner Participant and the Owner Trustee under this Section 4.08(b) shall not exceed the amount of the next two consecutive Rent payments due at or after the time of such cure.

(c) Upon the making of any payment or incurring of any expense by the Owner Participant or the Owner Trustee in accordance with this Section 4.08, the Owner Participant or the Owner Trustee shall be subrogated to the rights of the Indenture Trustee as assignee hereunder of the Lease, the Lender and any other Person entitled to receive payment of any amount under Section 4.08(b) hereof to receive such payment upon its receipt by the Indenture Trustee and Indenture Trustee shall, if all other amounts payable hereunder or under the Lease by the Owner Trustee and the Lessee shall then have been paid in full, forthwith pay such amounts to the Owner Trustee; provided that the Owner Participant or the Owner Trustee shall not attempt to recover any such amount paid by it on behalf of the Lessee pursuant to this Section 4.08 except by demanding of the Lessee payment of such amount or by commencing an action against the Lessee to require the payment of such amount, it being understood that neither the Owner Participant nor the Owner Trustee shall make any claim against the Indenture Estate for recovery of any such amount.

Section 4.09. Certain Rights of Owner Trustee and Owner Participant. Notwithstanding any other provision of this Trust Indenture:

(i) the Owner Trustee and the Owner Participant shall retain, to the exclusion of the Indenture Trustee, all rights to Excluded Amounts and the right to commence an action at law to obtain Excluded Amounts and, unless and until an Indenture Default shall have occurred and be continuing, the right to adjust Basic Rent and Stipulated Loss Values as provided in Section 2.4 and 2.5 of the Lease (subject to the limitations on the amount of such adjustments set forth therein) and to exercise any affirmative right of the Lessor in connection with the disposition of the Leased Property under Section 22 of the Lease; and

(ii) the Owner Trustee shall have the right, but not to the exclusion of the Indenture Trustee, (A) to receive from the Lessee all notices, copies of all documents and all information that the Lessee is permitted or required to give or furnish to the Owner Participant or the Owner Trustee, pursuant to the Lease, (B) to inspect each Unit of Equipment and all items of Facility and the rights relating thereto and (C) to provide such insurance for the benefit of the Trust Estate, the Indenture Estate and all Participants as the Lessee shall have failed to maintain; and

(iii) notwithstanding the assignment to the Indenture Trustee hereunder of all of the Owner Trustee's right to give waivers, consents and acquittances under the Fundamental Agreements to which it is a party and which have been assigned to the Indenture Trustee hereunder, prior to the occurrence of an Indenture Event of Default (A) the Indenture Trustee shall not amend or modify or terminate any such Fundamental Agreement without the prior written consent of the Owner Trustee and (B) the Owner Trustee and the Owner Participant shall have the right to determine with the Lessee the price at which all or any portion of the Leased Property is to be sold under Section 22.2 of the Lease, provided that such price shall in all events be in an amount sufficient to provide for the payment in full of the outstanding principal of and interest and premium, if any, on the Notes relating thereto.

Notwithstanding the provisions of this Indenture, including, without limitation, Sections 4.03, 4.04 and 4.05 hereof, the Indenture Trustee shall not be entitled to exercise any remedy hereunder solely as a result of an Indenture Default occurring under Section 4.01(a) hereof unless the Indenture Trustee shall have declared the Lease to be in default in

accordance with Section 16 thereof and shall have exercised in full or shall be concurrently exercising in full, as the Indenture Trustee deems appropriate, any or all of the remedies thereunder.

Nothing in this Trust Indenture shall be deemed to prohibit the Owner Trustee or the Owner Participant from making demand on the Lessee for, or from commencing an action at law to obtain the payment of, or from receiving payment of, any Excluded Amounts.

ARTICLE V

DUTIES OF INDENTURE TRUSTEE

Section 5.01. Notice of Indenture Default or Indenture Event of Default. In the event the Indenture Trustee shall have knowledge of an Indenture Default or Indenture Event of Default, the Indenture Trustee shall give prompt written notice of such Indenture Default or Indenture Event of Default to each holder of a Note, the Lessee, the Owner Participant, the Head Lessor and the Owner Trustee, unless such Indenture Default or Indenture Event of Default shall have been remedied before the giving of such notice. Subject to the terms of Section 5.03 hereof, in accordance with written instructions received from a Majority in Interest of Noteholders (or in the case of an Event of Default under Section 16(b) of the Lease, upon the written instructions of the Owner Trustee), the Indenture Trustee shall declare the Lease to be in default pursuant to Section 16 thereof, or the Notes to be accelerated pursuant to Section 4.03 hereof. If the Indenture Trustee shall not have received instructions as above provided within 20 days after mailing notice of such Indenture Default or Indenture Event of Default to the holders of the Notes, the Indenture Trustee may, subject to instructions received pursuant to the preceding sentence, take such action, or refrain from taking such action, but shall be under no duty to take or refrain from taking any action, with respect to such Indenture Default or Indenture Event of Default, as it shall determine to be advisable in the best interests of the holders of the Notes. In the event the Indenture Trustee shall at any time declare the Lease to be in default pursuant to Section 16 thereof in accordance with the instructions of a Majority in Interest of Noteholders, or declare the Notes to be accelerated pursuant to Section 4.03 hereof in accordance with the instructions of a Majority in Interest of Noteholders or shall elect to foreclose or otherwise enforce this Indenture, the unpaid principal amount of all Notes then outstanding with accrued interest thereon shall immediately become due and payable without further act or notice of any kind, and the Indenture Trustee shall promptly notify the Lessee, the holders of the Notes, the Owner Participant, the Head

Lessor and the Owner Trustee of any such event. For all purposes of this Indenture, in the absence of actual knowledge of an officer in the Corporate Trust Administration Department of the Indenture Trustee, the Indenture Trustee shall not be deemed to have knowledge of an Indenture Default or Indenture Event of Default (except the failure of the Lessee to pay any installment of Rent when the same shall become due), unless notified in writing by one or more holders of Notes or by the Owner Trustee or the Lessee.

Section 5.02. Action upon Instructions. (a) Subject to the terms of Sections 5.01 and 5.03 hereof, upon the written instructions at any time and from time to time of a Majority in Interest of Noteholders, the Indenture Trustee shall take such of the following actions as may be specified in such instructions (subject to the rights of the other parties thereto, except to the extent assigned hereunder): (i) give such notice, direction or consent, or exercise such right, remedy or power hereunder or under the Lease or in respect of any part or all of the Indenture Estate or take such other action as shall be specified in such instructions; and (ii) approve as satisfactory to it all matters required by the terms of the Lease to be satisfactory to the Owner Trustee, it being understood that without the written instructions of a Majority in Interest of Noteholders, the Indenture Trustee shall not take any action described in clauses (i) and (ii) above.

(b) Subject to the terms of Section 5.01 and 5.03 hereof, upon the written instructions at any time or from time to time of the Owner Trustee, upon the occurrence of an Event of Default under Section 16(b) of the Lease, exercise the rights, remedies and powers described in clause (1) of Section 16 of the Lease.

Section 5.03. Indemnification. (a) The Indenture Trustee shall not be required to take any action or refrain from taking any action under Sections 5.01 (other than the first sentence thereof) or 5.02 or Article IV hereof unless it shall have been indemnified in manner and form satisfactory to the Indenture Trustee or unless, in the reasonable judgment of the Indenture Trustee, the indemnities of the Lessee under the Participation Agreement shall be adequate for such purpose. The Indenture Trustee shall not be required to take any action under Sections 5.01 or 5.02 or Article IV hereof, nor shall any other provision of this Indenture be deemed to impose a duty on the Indenture Trustee to take any action, if the Indenture Trustee shall have been advised in writing by independent counsel that such action is contrary to the terms hereof or of the Lease or the Participation Agreement, or is otherwise contrary to law.

(b) Each holder of a Note may, but shall not be required to, participate in any indemnification of the Indenture Trustee given pursuant to paragraph (a) of this Section 5.03. Each holder of a Note so participating shall be entitled to reimbursement for such participation in accordance with Article III hereof.

Section 5.04. No Duties Except as Specified in Indenture or Instructions. The Indenture Trustee shall not have any duty or obligation to manage, control, use, sell, dispose of or otherwise deal with the Equipment or the Facility or any other part of the Indenture Estate, or otherwise to take or refrain from taking any action under, or in connection with, this Indenture, the Lease, or the Participation Agreement, except as expressly provided by the terms of this Indenture, the Participation Agreement or the Lease or as expressly provided in written instructions received pursuant to the terms of Sections 5.01 or 5.02 hereof; and no implied duties or obligations shall be read into this Indenture against the Indenture Trustee. The Indenture Trustee nevertheless agrees that it will, at its own cost and expense, promptly take such action as may be necessary duly to discharge any Liens on any part of the Indenture Estate, or on any properties of the Owner Trustee assigned, pledged or mortgaged as part of the Indenture Estate, which result from claims against CNB in its individual capacity and not related to the administration of the Indenture Estate or the performance of the Indenture Trustee's duties under this Indenture.

Section 5.05. No Action Except Under Support Agreement, Lease and Participation Agreement, Indenture or Instructions. The Indenture Trustee agrees that it will not manage, control, use, sell, dispose of or otherwise deal with the Equipment or the Facility or any other property constituting part of the Indenture Estate except (i) as required by the terms of the Support Agreement, the Lease and the Participation Agreement, (ii) in accordance with the powers granted to, or the authority conferred upon, the Indenture Trustee pursuant to this Indenture, or (iii) in accordance with the express terms hereof or with written instructions pursuant to Sections 5.01 or 5.02 hereof.

ARTICLE VI

OWNER TRUSTEE AND INDENTURE TRUSTEE

Section 6.01. Acceptance of Trusts and Duties. The Indenture Trustee accepts the trusts hereby created and applicable to it and agrees to perform the same but only upon the terms of this Indenture and agrees to receive and disburse all monies received by it constituting part of the Indenture Estate in accordance with the terms hereof. The Indenture Trustee shall

not be answerable or accountable under any circumstances, except for its own willful misconduct or gross negligence or breach of any of its representations or warranties set forth herein or in the Participation Agreement, or the performance of its obligations under the last sentence of Section 5.04 hereof; and the Owner Trustee shall not be liable for any action or inaction of the Indenture Trustee and the Indenture Trustee shall not be liable for any action or inaction of the Owner Trustee. The Owner Trustee shall not be deemed a trustee for, or agent of, the holders of the Notes for any purpose.

Section 6.02. Absence of Duties; Certain Notices.

Except in accordance with written instructions or requests furnished pursuant to Sections 5.01 or 5.02 hereof and except as provided in, and without limiting the generality of, Section 5.04 hereof, the Indenture Trustee shall have no duty (i) to see to any titling of any Unit of Equipment, (ii) to see to any insurance on the Equipment or the Facility or to effect or maintain any such insurance, whether or not the Lessee shall be in default with respect thereto, (iii) to see to the payment or discharge of any tax, assessment or other governmental charge or any lien or encumbrance of any kind owing with respect to, or assessed or levied against, any part of the Indenture Estate, (iv) to confirm, verify or inquire into the failure to receive any financial statements of the Lessee or (v) to inspect the Equipment or the Facility at any time or ascertain or inquire as to the performance or observance of any of the Lessee's covenants under the Lease with respect to the Equipment or the Facility. Notwithstanding the foregoing, (a) the Owner Trustee will furnish to the Indenture Trustee and to each Participant, promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Owner Trustee under the Lease, including, without limitation, a copy of each report or notice from an insurer or an independent insurance broker received pursuant to Section 14 of the Lease, to the extent that the same shall not have been furnished to the Indenture Trustee and to the Participants pursuant to the Lease, (b) the Indenture Trustee will promptly give written notice to the Lessee, the Owner Participant and the Owner Trustee as to any matters with respect to the Lease of which the Indenture Trustee has notice, including notice of any matter which with notice or the passage of time would constitute an Event of Default, (c) the Owner Trustee will at the written request of any holder of a Note promptly give written notice to the Lessee as to any matters with respect to the Lease, including notice of any matter which with notice or the passage of time would constitute an Event of Default and (d) the Indenture Trustee will furnish to each holder of a Note, so long as such holder of a Note or its nominees shall hold any of the Notes, promptly upon receipt thereof, duplicates or copies of

all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Indenture Trustee, to the extent that the same shall not have been otherwise furnished to such holders of Notes pursuant to this Indenture.

Section 6.03. No Representations or Warranties as to the Equipment or the Facility or Documents. WTC IN ITS INDIVIDUAL CAPACITY OR OTHERWISE AND THE INDENTURE TRUSTEE MAKE (i) NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF ANY UNIT OF EQUIPMENT OR ANY ITEM OF THE FACILITY OR AS TO THEIR TITLE THERETO, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO ANY UNIT OF EQUIPMENT OR ANY ITEM OF THE FACILITY WHATSOEVER, except that WTC in its individual capacity hereby represents and warrants that on the Closing Date for each Unit of Equipment and each item of the Facility the Owner Trustee shall have received whatever title was conveyed to it by the Vendor, or the Lessee, as the case may be, and that such Unit of Equipment and item of the Facility shall be free of the Liens attributable to WTC in its individual capacity, and (ii) no representation or warranty as to the validity, legality or enforceability of this Indenture, the Trust Agreement, the Participation Agreement, the Notes, the Lease, the Lease Schedules, the Conditional Sale Agreement, the Head Lease or the Indenture Supplements or any other document or instrument or as to the correctness of any statement contained in any thereof (except, in the case of WTC, as to the representations and warranties made by WTC in its individual capacity as set forth in Section 4.4 of the Participation Agreement and, in the case of the Indenture Trustee, by the Indenture Trustee in Section 4.5 of the Participation Agreement), except that WTC in its individual capacity and the Indenture Trustee each hereby represents and warrants that each of said specified documents to which it is a party has been or will be executed and delivered by one of its officers who is and will be duly authorized to execute and deliver such document on its behalf.

Section 6.04. No Segregation of Monies; No Interest; Investments. (a) Subject to Section 6.04(b) hereof, no monies received by the Indenture Trustee hereunder need be segregated in any manner except to the extent required by law, and any such monies may be deposited under such general conditions for the holding of trust funds as may be prescribed by law applicable to the Indenture Trustee, and, except as otherwise agreed by the Owner Trustee or the Indenture Trustee, as the case may be, neither the Owner Trustee nor the Indenture Trustee shall be liable for any interest thereon.

(b) Any amounts held by the Indenture Trustee pursuant to the express terms of this Indenture or the Lease (other than as expressly provided in Section 3.08(a) hereof) shall be invested and reinvested by the Indenture Trustee from time to time in Permitted Investments at the direction and at the risk and expense of the Lessee, except that after an Event of Default shall have occurred and be continuing, such amounts shall be so invested and reinvested at the written direction of a Majority in Interest of Noteholders and at their risk and expense in Permitted Investments. Any net income or gain realized as a result of any such investments or reinvestments shall be held as part of the Indenture Estate and shall be applied by the Indenture Trustee at the same time, on the same conditions and in the same manner as the amounts in respect of which such income or gain was realized are required to be distributed in accordance with the provisions hereof or of the Lease pursuant to which such amounts were required to be held. Any such Permitted Investments may be sold or otherwise reduced to cash (without regard to maturity date) by the Indenture Trustee whenever necessary to make any application as required by such provisions. The Indenture Trustee shall have no liability for any loss resulting from any such investment or reinvestment other than by reason of the willful misconduct or gross negligence of the Indenture Trustee.

Section 6.05. Reliance; Agents; Advice of Counsel. The Indenture Trustee shall incur no liability to anyone acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Indenture Trustee may accept a copy of a resolution of the Board of Directors of any party to the Participation Agreement, certified by the Secretary or an Assistant Secretary of such party as duly adopted and in full force and effect, as conclusive evidence that such resolution has been duly adopted by said Board and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Indenture Trustee may for all purposes hereof rely on a certificate, signed by an officer of the Lessee, as to such fact or matter, and such certificate shall constitute full protection to the Indenture Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon. The Indenture Trustee shall furnish to the Owner Trustee upon request such information and copies of such documents as the Indenture Trustee may have and as are necessary for the Owner Trustee to perform its duties under Article II hereof. The Indenture Trustee shall assume, and shall be fully protected in assuming, that the Owner Trustee is authorized by the Trust Agreement to enter into this Indenture and to take all action permitted to be taken by it

pursuant to the provisions hereof, and shall not inquire into the authorization of the Owner Trustee with respect thereto. In the administration of the trusts hereunder, the Indenture Trustee may execute any of the trusts or powers hereof and perform its powers and duties hereunder directly or through agents or attorneys and may, at the expense of the Indenture Estate, consult with independent counsel, accountants and other skilled persons to be selected and employed by it, and the Indenture Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the written advice or opinion of any such independent counsel, accountants or other skilled persons acting within such persons' area of competence (so long as the Indenture Trustee shall have exercised reasonable care in selecting such persons).

Section 6.06. Not Acting in Individual Capacity. WTC is acting hereunder solely as trustee under the Trust Agreement and not in its individual capacity unless otherwise expressly provided; and all Persons, other than the holders of Notes to the extent expressly provided in this Indenture, having any claim against the Owner Trustee by reason of the transactions contemplated hereby shall, subject to the Lien and priorities of payment as herein provided, look only to the Trust Estates for payment or satisfaction thereof; provided, however, that WTC in its individual capacity shall be liable for the Owner Trustee's gross negligence or willful misconduct or for a breach of its representations and warranties in Section 6.03 hereof and in the Participation Agreement or for failure to perform its obligations under Section 4.4(viii) of the Participation Agreement.

Section 6.07. No Compensation from the Lender or the Indenture Estate. The Owner Trustee and the Indenture Trustee agree that they shall have no right against the holders of the Notes or, in the case of the Indenture Trustee, except as provided in Sections 3.03 and 3.04 hereof, the Indenture Estate, for any fee as compensation for its services hereunder.

Section 6.08. May Not Become Participant. WTC in its individual capacity may not become a holder of a Note.

ARTICLE VII

INDEMNIFICATION OF INDENTURE TRUSTEE

Section 7.01 Scope of Indemnification. The Indenture Trustee shall be entitled to indemnification from the Indenture Estate for any liability, obligation, loss, damage, penalty, claim, action, suit, cost, expense or disbursements indemnified against pursuant to this Section 7.01 to the extent not reimbursed by the Lessee or others, but without releasing any of

them from their respective agreements of reimbursement; and to secure the same the Indenture Trustee shall have a Lien, *pari passu* with the holders of the Notes, on the Indenture Estate and prior to any interest therein of the Owner Trustee or the Owner Participant. As to any matter which is also the subject of indemnification by the Lessee, the Indenture Trustee shall not make any claim under this Section unless the Indenture Trustee shall first have made demand upon the Lessee with notice to the Owner Trustee for indemnification and Lessee shall have failed to honor such demand for sixty days, but in all events the Indenture Trustee shall be entitled to indemnification hereunder only to the extent so indemnified under the terms of the Participation Agreement.

ARTICLE VIII

SUCCESSOR TRUSTEES; ADDITIONAL TRUSTEES

Section 8.01. Notice of Successor Owner Trustee. In the case of any appointment of a successor trustee to the Owner Trustee pursuant to the Trust Agreement or any merger, conversion, consolidation or sale of substantially all the business of the Owner Trustee which shall result in another entity becoming a successor trustee thereto pursuant to the Trust Agreement, such successor trustee shall give prompt written notice thereof to the Indenture Trustee, the Lessee, the Head Lessor (if any), the Owner Participant and the holders of all Notes at the time outstanding.

Section 8.02. Resignation of Indenture Trustee; Appointment of Successor. (a) The Indenture Trustee or any successor thereto may resign at any time without cause by giving at least 30 days' prior written notice to the Owner Trustee and to each holder of a Note, such resignation to be effective on the date specified in such notice. In addition, a Majority in Interest of Noteholders may at any time remove the Indenture Trustee without cause by an instrument in writing delivered to the Owner Trustee and the Indenture Trustee, and the Owner Trustee shall promptly notify the Lessee, the Head Lessor, the Owner Participant and each holder of a Note thereof in writing. In the case of the resignation or removal of the Indenture Trustee, a Majority in Interest of Noteholders may appoint a successor Indenture Trustee by an instrument signed by such holders. If a successor Indenture Trustee shall not have been appointed within 30 days after such resignation or removal, the Indenture Trustee or any holder of a Note may apply to any court of competent jurisdiction to appoint a successor Indenture Trustee. If a successor Indenture Trustee shall not have been appointed within 60 days after such resignation or removal, the Owner Trustee may apply to any court of competent jurisdiction to

appoint a successor Indenture Trustee. Any successor Indenture Trustee so appointed by such court shall immediately and without further act be superseded by any successor Indenture Trustee appointed as provided in the third sentence of this paragraph (a).

(b) Any successor Indenture Trustee, whether appointed by a court or by a Majority in Interest of Noteholders, shall execute and deliver to the Owner Trustee and to the predecessor Indenture Trustee an instrument accepting such appointment and thereupon such successor Indenture Trustee, without further act, shall become vested with all the estates, properties, rights, powers, duties and trusts of the predecessor Indenture Trustee hereunder in the trusts hereunder applicable to it with like effect as if originally named the Indenture Trustee herein, but nevertheless, upon the written request of such successor Indenture Trustee, such predecessor Indenture Trustee shall execute and deliver an instrument transferring to such Indenture Trustee, upon the trusts herein expressed applicable to it, all the estates, properties, rights, powers and trusts of such predecessor Indenture Trustee, and such Indenture Trustee shall duly assign, transfer, deliver and pay over to such successor Indenture Trustee all monies and other property then held by such predecessor Indenture Trustee hereunder.

(c) Any successor Indenture Trustee, however appointed, shall be a bank or trust company having a combined capital and surplus of at least \$50,000,000, if there be such an institution willing, able and legally qualified to perform the duties of the Indenture Trustee hereunder upon reasonable or customary terms.

(d) Any corporation into which the Indenture Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Indenture Trustee shall be a party, or any corporation to which substantially all the business of the Indenture Trustee may be transferred, shall, subject to the terms of paragraph (c) of this Section, be the Indenture Trustee under this Indenture without further act.

Section 8.03 Additional Trustees. (a) Whenever (i) the Indenture Trustee shall deem it necessary or prudent in order to conform to any law of any jurisdiction in which all or any part of the Indenture Estate shall be situated or to make any claim or bring any suit with respect to or in connection with the Indenture Estate, this Indenture, the Lease, the Notes or any of the transactions contemplated by the Participation Agreement, or (ii) the Indenture Trustee shall be advised by counsel, satisfactory to it, that it is so necessary or prudent in the interest of the holders of the Notes, then in any such case, the

Indenture Trustee and Owner Trustee shall execute and deliver an indenture supplemental hereto and all other instruments and agreements necessary or property to constitute another bank or trust company or one or more Persons approved by the Indenture Trustee, either to act as additional trustee or trustees of all or any part of the Indenture Estate, jointly with the Indenture Trustee, or to act as separate trustee or trustees of all or any part of the Indenture Estate, in any such case with such powers as may be provided in such indenture supplemental hereto, and to vest in such bank, trustee company or Person as such additional trustee or separate trustee, as the case may be, any property, title, right or power of the Indenture Trustee deemed necessary or advisable by the Indenture Trustee, subject to the remaining provisions of this Section 8.03. In the event Owner Trustee shall not have joined in the execution of such indenture supplemental hereto within 15 days after the receipt of a written request from the Indenture Trustee so to do, or in case an Indenture Default or an Indenture Event of Default shall occur and be continuing, the Indenture Trustee may act under the foregoing provisions of this Section 8.03 without the concurrence of Owner Trustee; and Owner Trustee hereby appoints the Indenture Trustee its agent and attorney to act for it under the foregoing provisions of this Section 8.03 in either of such contingencies. The Indenture Trustee may execute, deliver and perform any such conveyance, assignment or other instrument in writing as may be required by any additional trustee or separate trustee for more fully and certainly vesting in and confirming to it any property, title, right or power which by the terms of such indenture supplemental hereto are expressed to be conveyed or conferred to or upon such additional trustee or separate trustee, and Owner Trustee shall, upon the Indenture Trustee's request, join therein and execute, acknowledge and deliver the same; the Owner Trustee hereby makes, constitutes and appoints the Indenture Trustee its agent and attorney-in-fact for it and in its name, place and stead to execute, acknowledge and delivery any such deed, conveyance, assignment or other instrument in the event that Owner Trustee shall not be itself execute and deliver the same within 15 days after receipt by it of such request so to do. A copy of any request, notice, supplemental indenture, agreement, conveyance, assignment or other instrument received or executed by either the Indenture Trustee or Owner Trustee pursuant to this Section 8.03(a) shall be delivered to the Lessee, the Owner Participant and each holder of a Note by the Indenture Trustee or Owner Trustee, as the case may be, unless such Trustee has actual knowledge that such instrument is already in the possession of any such party.

(b) Every additional trustee and separate trustee hereunder shall, to the extent permitted by law, be appointed and act, and the Indenture Trustee shall act, subject to the following provisions and conditions:

(i) all powers, duties, obligations and rights conferred upon the Indenture Trustee in respect of the receipt, custody, investment and payment of moneys or the investment of moneys shall be exercised solely by the Indenture Trustee;

(ii) all other rights, powers, duties and obligations conferred or imposed upon the Indenture Trustee shall be conferred or imposed upon the exercised or performed by the Indenture Trustee and such additional trustee or trustees and separate trustee or trustees jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Indenture Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust Indenture Estate in any such jurisdiction) shall be exercised and performed by such additional trustee or trustees or separate trustee or trustees;

(iii) no power hereby given to, or exercisable as provided herein by, any such additional trustee or separate trustee shall be exercised hereunder by such additional trustee or separate trustee except jointly with, or with the consent of, the Indenture Trustee; and

(iv) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

If at any time the Indenture Trustee shall deem it no longer necessary or prudent in order to conform to any such law or take any such action or shall be advised by such counsel that it is no longer so necessary or prudent in the interest of the holders of the Notes, or in the event that the Indenture Trustee shall have been requested to do so in writing by a Majority in Interest of Noteholders, the Indenture Trustee and Owner Trustee shall execute and deliver an indenture supplemental hereto and all other instruments and agreements necessary or proper to remove any additional trustee or separate trustee. In the event Owner Trustee shall not have joined in the execution of such indenture supplemental hereto within 15 days after the receipt of a written request from the Indenture Trustee so to do, or in case an Indenture Default or an Indenture Event of Default shall occur and be continuing, the Indenture Trustee may act on behalf of Owner Trustee to the same extent as provided in Section 8.03(a). A copy of each request, supplemental indenture,

agreement or other instrument received or executed by either the Indenture Trustee or Owner Trustee pursuant to this Section 8.03(b) shall be delivered to the Lessee, the Owner Participant, each holder of a Note by the Indenture Trustee or Owner Trustee, as the case may be, unless such Trustee has actual knowledge that such instrument is already in the possession of any such party.

(c) Any additional trustee or separate trustee may at any time by an instrument in writing constitute the Indenture Trustee its agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion which it is authorized or permitted to do or exercise, for in its behalf and in its name. In case any such additional trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the assets, property, rights, powers, trustees, duties and obligations of such additional trustee or separate trustee, as the case may be, so far as permitted by law, shall vest in and be exercised by the Indenture Trustee, without the appointment of a new successor to such additional trustee or separate trustee, unless and until a successor is appointed in the manner hereinbefore provided.

(d) Any request, approval or consent in writing by the Indenture Trustee to any additional trustee or separate trustee shall be sufficient warrant to such trustee, as the case may be, to take such action as may be so requested, approved or consented to.

(e) Each additional trustee or separate trustee appointed pursuant to this Section shall be subject to, and shall have the benefit of, Articles IV through IX hereof insofar as they apply to the Indenture Trustee.

ARTICLE IX

SUPPLEMENTS AND AMENDMENTS TO THIS INDENTURE AND OTHER DOCUMENTS

Section 9.01. Consent of Majority; Limitations. Except as set forth in this Section 9.01, (i) the Indenture Trustee shall not execute any supplement hereto for the purpose of adding provisions to, or changing or eliminating provisions of, this Indenture unless such supplement, amendment, waiver, modification, consent or approval is consented to in writing by a Majority in Interest of Noteholders, and (ii) the Owner Trustee shall not enter into any amendment of, or supplement to, the Lease, the Conditional Sale Agreement, the Head Lease or the Trust Agreement, or execute and deliver any waiver or modification of, or consent or approval under, the terms of any such agreement,

unless instructed by the Owner Participant; provided, however, that, without the consent of each holder of a Note then outstanding no such supplement to this Indenture or amendment of or supplement to the Lease, or waiver or modification of the terms of any thereof, shall (A) modify any of the provisions of this Section 9.01 or of Sections 1.01, 2.03, 2.06, 2.07, 4.01, 5.01, 5.02, 5.03, 6.03, 6.07, 9.02, 11.01, 11.06, 11.09 or 11.13 hereof, or the percentage of holders of Notes required to take or approve any action hereunder, (B) reduce or extend the time of payment of, any amount owing or payable under any Note, or alter or modify the provisions of Article III hereof with respect to the order of priorities in which distributions thereunder shall be made as between the holders of Notes and the Owner Trustee, (C) reduce, modify or amend any indemnities (other than Excluded Amounts) in favor of the Participants or any holders of Notes, (D) reduce the amount or extend the time of payment of the Basic Rent or other amounts payable under the Lease (other than Excluded Amounts) or Stipulated Loss Value for the Equipment as set forth in the Lease or any Lease Schedule, (E) release the Lessee from its obligations in respect of the payment of Basic Rent or other amounts payable under the Lease (other than Excluded Amounts) and Stipulated Loss Value for the Equipment or the Facility or change the absolute and unconditional character of such obligations as set forth in Section 3.1 of the Lease or (F) modify or affect any of the provisions of the Participation Agreement which affect the rights of the holders of the Notes; and provided, further, that without the consent of each holder of a Note then outstanding, no such supplement to this Indenture or waiver or modification of the terms hereof shall permit the creation of any Lien on the Indenture Estate or any part thereof, except as herein or in the Participation Agreement expressly permitted, or, subject to Section 5.02 hereof, deprive the holder of any Note then outstanding of the benefits of the Lien of this Indenture on the Indenture Estate; and provided, further, that without the consent of each Participant no such supplement to this Indenture or amendment of or supplement to the Lease, the Conditional Sale Agreement or the Head Lease, or any waiver or modification of the terms of any thereof, shall (W) modify any of the provisions of Article III hereof with respect to the order of priorities in which distributions thereunder shall be made as between the holders of Notes and the Owner Participant, (X) reduce, modify or amend any indemnities in favor of the Participants or any holders of Notes, (Y) reduce the amount or extend the time of payment of Basic Rent, or other amounts payable by Lessee under the Lease (other than Excluded Amounts) or Stipulated Loss Value for the Equipment or the Facility as set forth in the Lease except as expressly provided in the Lease as in effect on the date hereof, or (Z) modify, amend or supplement the Lease or consent to any assignment of the Lease, if such modification, amendment, supplement or assignment would, in any

case, release the Lessee from its obligations in respect of the payment of the Basic Rent or other amounts payable by Lessee under the Lease (other than Excluded Amounts) or Stipulated Loss Value for the Equipment or the Facility or would change the absolute and unconditional character of such obligations as set forth in Section 3.1 of the Lease.

Section 9.02. Indenture Trustee Protected. If, in the opinion of the Indenture Trustee, any document required to be executed pursuant to the terms of Section 9.01 hereof affects any right, duty, immunity or indemnity in favor of the Indenture Trustee under this Indenture, the Participation Agreement or the Lease, the Indenture Trustee may in its discretion decline to execute such document.

Section 9.03. Request of Substance, not Form. It shall not be necessary for any written request of the holders of Notes furnished pursuant to Section 9.01 hereof to specify the particular form of the proposed documents to be executed pursuant to said Section 9.01.

Section 9.04. Documents Mailed to Holders. Promptly after the execution by the Indenture Trustee of any document entered into pursuant to Section 9.01 hereof, the Indenture Trustee shall mail, by first-class mail, postage prepaid, a conformed copy thereof to each holder of a Note at its address then appearing in the Note register maintained by the Indenture Trustee, but the failure of the Indenture Trustee to mail such conformed copies shall not impair or affect the validity of such document.

Section 9.05. No Consent Necessary for Certain Documents. No consent of the holders of Notes pursuant to Section 9.01 hereof shall be required to enable:

(i) the Owner Trustee to enter into any Lease Schedule with the Lessee pursuant to the terms of the Lease and the Participation Agreement or to execute and deliver any Indenture Supplement pursuant to the terms hereof and the Participation Agreement or either of the Supplemental Indenture or the lease amendment contemplated by clauses (ii) and (iii) of Section 3.4 of the Participation Agreement; or

(ii) the Owner Trustee and the Indenture Trustee to enter into any supplements hereto for the purpose of conveying, transferring, assigning, mortgaging or pledging any property to or with the Indenture Trustee.

The Owner Trustee shall not amend or supplement the Trust Agreement except to the extent permitted by, and in accordance

with, the terms thereof and hereof, and shall provide a copy of any such proposed form of amendment or supplement to the Indenture Trustee prior to the execution thereof; provided, however, that Section 1.01 of the Trust Agreement, as originally executed, insofar as it relates to this Indenture or the Notes, shall not be changed prior to the termination of this Indenture pursuant to Section 11.01 hereof; and provided, further, that the Owner Trustee will not, without the prior written consent of the Indenture Trustee, agree to any amendment to or modification of, or any waiver, discharge or termination of, any term or provision of the Trust Agreement to the extent that any such amendment, modification, waiver, discharge or termination shall adversely affect the rights or interests of the Indenture Trustee or any holder of a Note.

ARTICLE X

AGREEMENTS OF OWNER TRUSTEE

Section 10.01. Liability of Owner Trustee Under Other Documents. The Owner Trustee shall have no obligation or liability, except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 10.02. Payment of Monies to Indenture Trustee. The Owner Trustee agrees that promptly on receipt thereof, it will transfer to the Indenture Trustee any and all monies from time to time received by it constituting part of the Indenture Estate, for distribution or retention by the Indenture Trustee pursuant to this Indenture, except that the Owner Trustee shall accept for distribution pursuant to the Trust Agreement any amounts distributed to it by the Indenture Trustee under this Indenture.

Section 10.03. Further Assurances; Financing Statements. At any time and from time to time, upon the written request of the Indenture Trustee, the Owner Trustee shall promptly and duly execute and deliver any and all such further instruments and documents as the Indenture Trustee may deem desirable in obtaining the full benefits of this Indenture and of the rights and powers herein granted. Upon the instructions at any time and from time to time of the Indenture Trustee, and upon receipt of the form or document to be filed pursuant to such instructions, the Owner Trustee shall execute and file any mortgage, memorandum of lease or financing statement (and any continuation statement with respect to any such financing

statement) or any other similar document relating to the security interests and assignments created by this Indenture, as may be specified in such instructions.

Section 10.04. Limitations on Actions of Owner Trustee. Subject to Sections 5.02 and 4.09 hereof and Section 9.6 of the Participation Agreement, the Owner Trustee agrees that, except upon the instructions of the Indenture Trustee, it will take no action with respect to any part of the Collateral or the Indenture Estate. Where so required by this Indenture, the Owner Trustee shall exercise any such election or option or make any decision or determination under or give any notice, consent, waiver or approval under or in respect of the Lease, the Conditional Sale Agreement or the Head Lease and shall take such other steps to exercise all rights, powers and remedies on the part of the Owner Trustee under or with respect to the Lease, the Conditional Sale Agreement or the Head Lease as the Owner Trustee may be instructed to take by the Indenture Trustee pursuant to the terms of this Indenture. The Owner Trustee warrants and represents that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Indenture shall remain in effect, any of its estate, right, title or interest hereby assigned, to any one other than the Indenture Trustee.

Section 10.05. Title to Equipment. The Owner Trustee shall take such action as may be necessary and appropriate or requested by the Indenture Trustee or the Lessee to cause each Unit of Equipment and, to the extent permitted or required by law, each item of the Facility, to become and remain duly titled in the name of the Owner Trustee, and shall complete, at the request of and on the basis of information supplied by the Lessee, and promptly submit (and furnish the Indenture Trustee and the Lender with a duplicate or copy of) any and all reports required to be filed with any governmental authority.

Section 10.06. Notice of Indenture Default; Furnishing of Documents. In the event the Owner Trustee shall have actual knowledge of an Indenture Default or an Indenture Event of Default, the Owner Trustee shall give prompt telegraphic or telephonic notice (confirmed by written notice sent in the manner provided in Section 11.05(a) hereof) of such Indenture Default or Indenture Event of Default to the Indenture Trustee and the Lender, which notice shall set forth in reasonable detail the circumstances surrounding such Indenture Default or Indenture Event of Default (if such default is not a Default or Event of Default) and shall describe in reasonable detail the action the Owner Trustee is taking or proposes to take in respect thereof. The Owner Trustee shall furnish to the Indenture Trustee and the Lender, promptly upon receipt thereof, a duplicate or copy of all

reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Owner Trustee under the Lease, the Participation Agreement, the Conditional Sale Agreement, the Head Lease or the Trust Agreement, including, without limitation, a copy of each insurance certificate, report or notice or other evidence received pursuant to Section 14 of the Lease.

Section 10.07. Discharge of Liens. The Owner Trustee agrees that it will promptly take such action as may be necessary to discharge any Liens on any part of the Trust Estate included in the Indenture Estate.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Termination of Indenture. This Indenture and the trusts created hereby shall terminate and this Indenture shall be of no further force or effect upon the earlier of (a) payment in full of the principal of and interest on all Notes then outstanding and all other amounts then due any holder of a Note (directly or through any predecessor holder of such Note) under the Lease or the Participation Agreement and secured by the Indenture Estate, or (b) the sale or other final disposition of all property included in the Indenture Estate and the final distribution by the Indenture Trustee of all monies or other property or proceeds constituting part of the Indenture Estate in accordance with the terms of Article III.

Section 11.02. No Legal Title to Indenture Estate in Holders. No holder of a Note shall have legal title to any part of the Indenture Estate. No transfer, by operation of law or otherwise, of any Note or other right, title and interest of any holder of a Note in and to the Indenture Estate or hereunder shall operate to terminate this Indenture or the trusts hereunder or entitle any successor or transferee of such holder to an accounting or to the transfer to it of legal title to any part of the Indenture Estate.

Section 11.03. Sale of Collateral by Indenture Trustee is Binding. Any sale or other conveyance of any Unit of Equipment or item of Facility by the Indenture Trustee made pursuant to the terms of this Indenture or the Lease shall bind the holders of the Notes and the Owner Trustee and shall be effective to transfer or convey all right, title and interest of the Indenture Trustee, the Owner Trustee, the Owner Participant, the Head Lessor and such holders of the Notes in and to such Unit of Equipment or item of Facility. No purchaser or other grantee shall be required to inquire as to the authorization, necessity,

expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Indenture Trustee.

Section 11.04. Limitation on Benefit. Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Owner Trustee, WTC in its individual capacity, the Owner Participant, the Indenture Trustee and the holders of the Notes any legal or equitable right, remedy or claim under or in respect of this Indenture or any Note.

Section 11.05. Notices. (a) Unless otherwise specifically provided herein, all notices required or permitted by the terms thereof shall be in writing. Any written notice shall become effective when received, and shall be transmitted and directed as required by Section 9.4 of the Participation Agreement.

(b) Notwithstanding any other provision hereof, if any installment of Interim Rent or Basic Rent or any payment of principal of and interest on the Notes is not received by the Indenture Trustee when due, the Indenture Trustee shall on the next succeeding Business Day use its reasonable best efforts to give immediate written notice by telex or its equivalent or by telephone (confirmed in writing) to the Owner Trustee, each holder of a Note, the Owner Participant, the Head Lessor and the Lessee, which notice shall be effective when given.

Section 11.06. Severability. Any provision of this Indenture which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event of any inconsistency or conflict between any provision of this Indenture and any provision of the Trust Agreement, such provision in this Indenture shall govern and control.

Section 11.07. Separate Counterparts. This Indenture may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 11.08. Successors and Assigns. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Owner Trustee and its successors and assigns, and the Indenture Trustee and its successors and

assigns, and each holder of a Note, all as herein provided. Any request, notice, direction, consent, waiver or other instrument or action by any holder of a Note shall bind the successors and assigns of such holder.

Section 11.09. Headings. The headings of the various Articles and Sections hereof are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 11.10. Governing Law. This Indenture shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, including all matters of construction, validity and performance.

Section 11.11. No Termination of Lease, Conditional Sale Agreement, Head Lease or Participation Agreement. Except as expressly provided herein, the Owner Trustee will not, without the prior written consent of the Indenture Trustee, supplement, amend, modify or terminate the Lease, the Site Lease, the Site Sublease, the Mortgage, the Conditional Sale Agreement, the Head Lease or the Participation Agreement, or release any obligation of the Lessee thereunder.

Section 11.12. No Assignment of Indemnity Payments. Notwithstanding any provisions of this Indenture (including, without limitation, the Granting Clause or recitals hereof) to the contrary, the assignment hereunder by the Owner Trustee of payments pursuant to the Participation Agreement shall not constitute an assignment of indemnity payments made, or to be made, by the Lessee to WTC in its individual capacity pursuant to Sections 6 and 7 of the Participation Agreement.

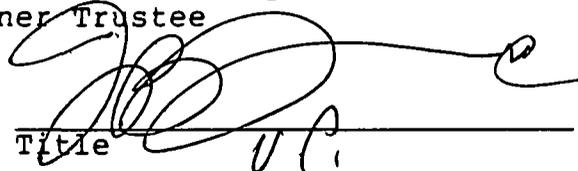
Section 11.13. Rights of Lessee. Notwithstanding the provisions of this Indenture, neither the Indenture Trustee nor the Owner Trustee shall, so long as no Default or Event of Default shall have occurred and be continuing, take any action contrary to, or disturb, the Lessee's rights under the Lease or take any action that would increase the Rent or other financial obligations payable by Lessee under the Lease, except in accordance with the provisions of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed by their respective officers, thereunto duly authorized, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity except as otherwise expressly set forth herein but solely as trustee, as Owner Trustee

By

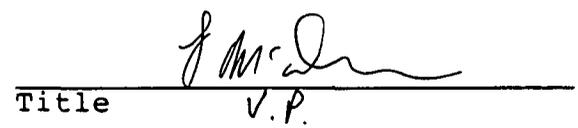
Title



THE CONNECTICUT NATIONAL BANK, as Indenture Trustee

By

Title



V.P.

EXHIBIT A
TO
TRUST INDENTURE

[FORM OF TRUST AGREEMENT]

TRUST AGREEMENT

Dated as of November 1, 1987

by and between

WILMINGTON TRUST COMPANY,

in its individual capacity
and as Owner Trustee

and

FORD MOTOR CREDIT COMPANY,

as Owner Participant

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TRUST AGREEMENT

TRUST AGREEMENT, dated as of November 1, 1987 (hereinafter, as the same may be further amended, supplemented or otherwise modified from time to time as permitted hereby, called this "Agreement"), by and between FORD MOTOR CREDIT COMPANY (hereinafter an "Owner Participant" and sometimes the "Initial Owner Participant"), and WILMINGTON TRUST COMPANY (hereinafter when acting in its individual capacity, the "Trustee in its individual capacity" and when acting in the capacity of Trustee hereunder, the "Owner "Trustee").

Each Owner Participant and the Trustee in its individual capacity hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

SECTION 1.01 Definitions. The following terms shall have, for all purposes of this Agreement, the following meanings, respectively (such definitions to be equally applicable to both the singular and the plural forms of the terms defined):

"Account" shall mean the separate Estate of an Owner Participant as recorded on its books and records by the Owner Trustee, subject to the security interest of the Indenture Trustee, solely for the benefit of such Owner Participant.

"Authorized Agreements" shall mean at any time each of the following agreements and instruments which shall have been executed and delivered by the Owner Trustee and which shall be in effect at such time: this Agreement, the Participation Agreement, the Purchase Agreement Assignment, the Construction Contract Assignment, the Conditional Sale Agreement, the Head Lease, the Site Lease, the Site Sublease, the Mortgage, the Support Agreement, the Lease, the Lease Schedules, the Indenture, the Indenture Supplements, the Supplemental Indenture and the amendment to the Lease contemplated by clauses (ii) and (iii) of Section 3.4 of the Participation Agreement, the Notes and any other agreement or instrument entered into, executed or accepted by the Owner Trustee pursuant to Articles II, IV or XI of this Agreement.

"Basic Term Commencement Date" shall have the meaning specified in the Lease.

"Closing Date" shall have the meaning specified in the Participation Agreement.

"Construction Contract" and "Construction Contract Assignment" shall each have the meaning specified therefor in the Participation Agreement.

"Equipment" shall mean, generally, the items of equipment described in the Preliminary Equipment List attached to the Participation Agreement as Schedule I and, where the context so indicates and as of any date of determination, the items of equipment actually then subject to the Lease, as evidenced by the inclusion of such items of equipment in any Certificate of Acceptance and Lease Schedule executed and delivered from time to time thereunder. "Unit of Equipment" means in all cases an individual Transit Vehicle under the Purchase Agreement and the Spare Parts related thereto.

"Estate" shall mean the entire estate in any Account including all right, title and interest of the Owner Trustee created hereunder for an Owner Participant including the right, title and interest of the Owner Trustee in and to the Purchase Agreement, the Construction Contract, the Lease and each Lease Schedule, and the Units of Equipment or the Facility or the Site thereunder, including without limitation (i) all amounts of Rent under each Lease Schedule and any other Authorized Agreement together with indemnity payments, (ii) insurance proceeds and requisition or other payments of any kind for or with respect to the Units of Equipment or the Facility under any Lease Schedule, and (iii) all payments or proceeds received by the Owner Trustee after the termination of the Lease Schedule with respect to any Unit of Equipment or the Facility as a result of the sale, lease or other disposition of any thereof.

"Event of Default" shall have the meaning specified in the Lease.

"Facility" shall have the meaning specified in the Lease.

"Immediately Available Funds" shall mean federal funds or collected funds immediately available to the recipient thereof.

"Lease" shall mean the Lease Agreement between the Owner Trustee and the the Lessee contemplated by the Participation Agreement, to be substantially in the form attached thereto as Exhibit A, as the same may be amended, modified and

supplemented from time to time.

"Lease Commencement Date" shall have the meaning specified in the Participation Agreement.

"Lease Schedule" shall mean a schedule in the form attached to the Lease signed by the Lessee and Owner Trustee and identifying the Units of Equipment or the Facility leased thereunder.

"Lessee" shall mean Southeastern Pennsylvania Transportation Authority, a body corporate and politic organized under the laws of the Commonwealth of Pennsylvania.

"Mortgage" shall mean a mortgage on the Lessee's fee interest in the Site (or, in the case of any servient easement included therein, the Lessee's beneficial interest therein), satisfactory in form and substance to the Owner Participant, the Lender and the Lessee, securing the obligations of the Lessee under the Lease.

"Owner Participant" shall mean the Initial Owner Participant, and any other Person or Persons, if any, to which an Owner Participant transfers, in accordance with Article IX of this Trust Agreement, all or any part of its right, title and interest in and to its Estate and Account hereunder.

"Overall Transaction" shall mean the financing, purchase and leasing of the Equipment and the Facility and the leasing of the Site, as described herein, in the Lease and in the Participation Agreement.

"Participation Agreement" shall mean that certain Participation Agreement, dated as of November 1, 1987, by and among the Lessee, the Initial Owner Participant, the Owner Trustee, the Lender and the Indenture Trustee, as the same may be further amended, supplemented or modified from time to time.

"Person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, governmental body, instrumentality or agency or other entity.

"Purchase Agreement" and "Purchase Agreement Assignment" shall each have the meaning specified therefor in the Participation Agreement.

"Site" shall mean the land and easements described in

Schedule IV attached to the Participation Agreement.

"Site Lease" shall mean a lease of the Site between the Lessee, as lessor, and the Owner Trustee, as lessee, satisfactory in form and substance to the Owner Participant, the Lender and the Lessee, under or pursuant to which the Lessee shall lease the Site to the Owner Trustee.

"Site Sublease" shall mean a sublease of the Site between the Lessee, as sublessee, and the Owner Trustee, as sublessor, satisfactory in form and substance to the Owner Participant, the Lender and the Lessee, under or pursuant to which the Owner Participant shall sublease the Site to the Lessee.

"Supplemental Indenture" shall have the meaning specified in the Indenture.

"Indenture" shall mean the Indenture contemplated by the Participation Agreement, to be substantially in the form attached thereto as Exhibit C, as the same may be amended, modified or supplemented from time to time.

"Trust" shall mean each Trust created by this Agreement.

"Trustee's Liens" shall mean any security interest, charge, encumbrance, lien or disposition of title with respect to all or any part of an Estate and the Account thereunder which either (i) results from claims against the Trustee in its individual capacity not related to the Overall Transactions or (ii) results from an affirmative act of the Trustee which is neither consented to by the Owner Participant owning such Account and Estate nor taken in connection with any Event of Default pursuant to the instructions of the Lender.

SECTION 1.02 Terms Defined in Other Agreements. All capitalized terms used herein and not otherwise defined herein shall have, for all purposes of this Trust Agreement, the meanings, respectively, specified in the Lease and, if no meaning is there specified for such terms, the meanings, respectively, specified in the Participation Agreement.

ARTICLE II

AUTHORITY OF AND CERTAIN DIRECTIONS TO OWNER TRUSTEE;
DECLARATION OF TRUST

SECTION 2.01 Execution of Agreements. The Initial Owner Participant, for itself and all other Owner Participants, hereby authorizes and directs the Owner Trustee to take the following action:

(a) to execute and deliver the Participation Agreement and each of the following in the form attached to or specified in the Participation Agreement:

- (i) the Site Lease;
- (ii) the Site Sublease;
- (iii) the Support Agreement;
- (iv) the Mortgage;
- (v) the Lease;
- (vi) the Purchase Agreement Assignment;
- (vii) the Construction Contract Assignment;
- (viii) the Indenture;
- (ix) Uniform Commercial Code financing statements;
- (x) the Conditional Sale Agreement; and
- (xi) the Head Lease; and thereafter

(b) upon the further direction of any Owner Participant, to execute and deliver solely for the benefit of its separate Trust, Account and Estate hereunder any Lease Schedule, Indenture Supplement and Note (and, in the case of the Facility, a Supplemental Indenture and an amendment to the Lease, as contemplated by clauses (ii) and (iii) of Section 3.4 of the Participation Agreement) related to the Estate of such Owner Participant and to execute such other agreements, instruments and documents and take such further actions, not otherwise specified herein, as may be necessary

or appropriate to consummate the Overall Transaction for the benefit of such separate Trust, Estate and Account;

(c) to perform the duties and obligations of the Owner Trustee hereunder for each Estate and the Account thereunder solely for the benefit of the Owner Participant related thereto subject to the rights of the Indenture Trustee under the Indenture; and

(d) to hold each Estate and its Account separate at all times from any other Estate and its Account hereunder.

SECTION 2.02 Declaration of Trust. The Owner Trustee and the Trustee in its individual capacity declare that the Owner Trustee will hold each Estate hereunder in separate trust upon and subject to the terms and conditions set forth herein for the use and benefit of the Owner Participant identified to each such Estate in the Account thereof on its books, subject, however, to the provisions of the lien and security interest created by the Indenture.

ARTICLE III

ACCOUNTS OF EACH OWNER PARTICIPANT

SECTION 3.01 Recording of Separate Accounts and Investments of Each Owner Participant. Each investment of an Owner Participant in its Estate shall be recorded and maintained in a separate Account by the Owner Trustee on the books of the Trust to be kept by the Owner Trustee for that purpose segregating each such Account from the Accounts maintained by Owner Trustee for any other Owner Participant. The Owner Trustee's books shall reflect the date and amount of each investment and shall identify to such Account the Units of Equipment and the Facility purchased thereby and the Lease Schedule related thereto. Upon the delivery of funds on each Closing Date, the Owner Trustee will execute and deliver to the investing Owner Participant, upon request, a receipt evidencing such delivery. The Owner Trustee shall also record on its books any transfer of a Trust Estate and Account in accordance with Article IX.

SECTION 3.02 Nature of Accounts. Each Owner Participant shall have the entire beneficial interest in the Estate and Account identified to its name on the books of Owner Trustee, including the Units of Equipment and the Facility identified to such Account and to the rights of the Owner Trustee as Lessor under the Lease Schedule relating thereto including the related Rent, and other related proceeds. No Owner Participant

shall have any interest in any Estate outside the Estate and Account identified to its name. Subject to the terms of the Indenture, each Owner Participant is entitled to receive, in accordance with its Estate (i) the Rent and all other amounts paid or payable under the Authorized Agreements in respect of its Estate and Account and (ii) certain other payments which may be received by the Owner Trustee related to the Units of Equipment and the Facility and the Site held for its Account.

SECTION 3.03 Persons Treated as Holders of Accounts. The Owner Trustee may deem and treat the Owner Participant in whose name an Estate is recorded in its books pursuant to Section 3.01 as the absolute owner of the beneficial interest in such Estate and Account thereunder for the purpose of its receipt of distributions from the Estate of such Account and for all other purposes, and the Owner Trustee shall not be affected by any notice to the contrary unless the same shall conform to the requirements of Section 3.05 hereof. All such distributions so made to any such Owner Participant shall be valid and, to the extent of the amount so paid, effective to satisfy and discharge the Owner Trustee's liability for such monies payable with respect to such Account.

SECTION 3.04 Initial Owner Participant. The entire Estate hereunder is and shall be identified to the Account of the Initial Owner Participant until such time, if any, as Owner Trustee shall be directed to create an additional Estate and Account hereunder as provided for in Section 3.05 hereof.

SECTION 3.05 Additional Owner Participants. Subject to the limitations, and the satisfaction of the conditions, set forth in Section 9.01 hereof, an Owner Participant may sell and assign its right and beneficial interest in its Estate and Account or a portion thereof as follows:

(a) an Owner Participant may sell, transfer or assign its right to acquire on a future Closing Date designated additional Units of Equipment or the Facility under the Purchase Agreement Assignment or the Construction Contract Assignment to a permitted assignee pursuant to Section 9.01 hereof whereupon such Permitted Assignee shall be and become an Owner Participant hereunder with its own Estate and Account but only after Owner Trustee shall have received written notice from the Initial Owner Participant of such assignment in the form attached hereto as Exhibit A identifying by serial number the Units of Equipment and Facility the beneficial interest in which is to be acquired by such additional Owner Participant and including the agreement and consent of such Permitted Assignee to be bound without further act or instrument as an Owner Participant

under all the terms and conditions hereof. Subject to the satisfaction of the conditions set forth in Section 9.01, upon receipt of such notice Owner Trustee shall establish and maintain on its books consistent with Section 3.01 hereof a separate Estate and Account for such Owner Participant; and

(b) an Owner Participant may sell, transfer or assign the whole of its existing beneficial interest in any Units of Equipment or the Facility previously acquired for its Estate and Account to a Permitted Assignee on a date other than a Closing Date by executing and delivering to Owner Trustee its written notice of such sale and assignment in the form attached hereto as Exhibit B identifying by serial number and Lease Schedule the Units of Equipment or Facility the beneficial interest in which has been sold and assigned to such additional Owner Participant and including the agreement and consent of such Permitted Assignee to be bound without further act or instrument as an Owner Participant under all of the terms and conditions hereof. Subject to the satisfaction of the conditions set forth in Section 9.01, upon receipt of such notice Owner Trustee shall establish and maintain on its books consistent with Section 3.01 hereof a separate Estate and Account for such Owner Participant;

PROVIDED, THAT, NEITHER THE INITIAL OWNER PARTICIPANT NOR ANY OTHER OWNER PARTICIPANT MAY SELL, ASSIGN OR TRANSFER LESS THAN ALL OF THE BENEFICIAL INTEREST IN ANY UNIT OF EQUIPMENT OR THE FACILITY AND THE RELATED RIGHTS WITH RESPECT TO SUCH UNIT OF EQUIPMENT OR THE FACILITY WITHIN ITS ESTATE OR THE ACCOUNT THEREUNDER.

SECTION 3.06 Funding of Accounts. Subject to the terms and conditions contained in the Lease and the Participation Agreement, the Initial Owner Participant agrees to make an investment in its Estate and Account on each Closing Date in an amount equal to the Lessor's Commitment for the Units of Equipment and the Facility to be purchased on each Closing Date; provided, however, that the aggregate of such investment by the Initial Owner Participant and any other Owner Participant shall not exceed the limit for Lessor's Commitment. Each Owner Participant accepting and executing an assignment under Section 3.05 agrees to make the investment of the requisite amounts on the related Closing Dates and Basic Term Commencement Date subject to all the terms of the Participation Agreement. The amount of each investment by an Owner Participant shall be applied by the Owner Trustee pursuant to the provisions of Section 4.01 of this Agreement. The obligation of the Initial Owner Participant set forth in this Section 3.06 shall be deemed

satisfied, pro tanto, by the investment of any additional Owner Participant.

ARTICLE IV

FUNDING

SECTION 4.01 Actions on Closing Dates. On each Closing Date (a) upon receipt of proceeds of Lessor's Commitment from the Owner Participant for whose Estate Owner Trustee then acts and (b) upon being advised by such Owner Participant of the fulfillment or waiver of each condition precedent to purchase by the Owner Trustee specified in the Participation Agreement and the Lease, the Owner Trustee is authorized and directed:

(i) to execute and deliver each of the following documents in the form required by the Participation Agreement or as otherwise directed by such Owner Participant:

- (A) the Lease Schedule;
- (B) the Note;
- (C) the Indenture Supplement;
- (D) title documents for each Unit of Equipment, if any, and, to the extent it reasonably deems necessary, the Facility; and
- (E) in the case of the Facility, a Supplemental Indenture and, if the Lender shall so request, an amendment to the Lease satisfying the conditions set forth in clauses (ii) and (iii) of Section 3.4 of the Participation Agreement.

(ii) to execute and deliver such other agreements, instruments or certificates and perform such further actions which are not otherwise specified herein or in any of the Authorized Agreements, in accordance with such directions of the Owner Participant as such Owner Participant may deem necessary or advisable to consummate the purchase, financing, ownership or leasing of the Units of Equipment and Facility or of the Site acquired on the Closing Date; and

(iii) to make payment as the Lessee shall in writing direct in an amount equal to the sum of (x) the Lessee's payments received pursuant to Section 3.2(xvii) of the Participation Agreement, and (y) the investment paid to Owner Trustee by the Owner Participant representing the proceeds of Lessor's

Commitment to the Purchase Price of the Units of Equipment and the Facility acquired on such Closing Date for its Estate, and (z) all amounts advanced by the Lender on such Closing Date pursuant to the Lender's Commitment.

ARTICLE V

DISTRIBUTION OF FUNDS

SECTION 5.01 Priority of Distribution. Each Owner Participant acknowledges that the entire Estate held for its Account (other than Excluded Amounts as defined in the Indenture) will be assigned to the Indenture Trustee pursuant to the Indenture and that all Rent and other amounts due and to become due under each Lease Schedule (except Excluded Amounts) are to be paid by the Lessee directly to Indenture Trustee while any Note is outstanding. If the Owner Trustee receives any amount from the Indenture Trustee or any payment representing Excluded Amounts from the the Lessee, then all such amounts received by the Owner Trustee shall be distributed by the Trustee promptly upon receipt as follows in the order or priority stated:

(a) first, to the payment of unpaid fees and expenses of the Owner Trustee due and owing, and

(b) thereafter, the balance to the Owner Participant for whose Estate such payment was made. Owner Trustee shall not deduct unpaid expenses due Owner Trustee from an Estate other than the Estate on behalf of whom such expenses were incurred.

SECTION 5.02 Method of Payment. The amounts payable to an Owner Participant pursuant to this Agreement will be payable in Immediately Available Funds. Notwithstanding the foregoing, the Owner Trustee will, as requested by any Owner Participant in writing, pay all amounts payable by the Owner Trustee hereunder to such Owner Participant (including all amounts distributable to such Owner Participant pursuant to this Article V), either (i) by crediting the amount to an account maintained by such Owner Participant with the Trustee in its individual capacity in Immediately Available Funds, (ii) by crediting, by bank wire transfer of Immediately Available Funds, any account of such Owner Participant in any bank in the United States to which such funds may be so transferred, or (iii) by mailing an official bank check in such amount payable to such Owner Participant at such address as such Owner Participant shall have designated in writing to the Owner Trustee.

ARTICLE VI

DUTIES OF OWNER TRUSTEE

SECTION 6.01 Duties After an Event of Default. In the event the Owner Trustee shall have knowledge of an Event of Default, the Owner Trustee shall give prompt telephonic, followed by prompt written (by first class mail, postage prepaid), notice of such Event of Default to each Owner Participant. Subject to the provisions of Section 6.03, the Owner Trustee shall directly or through an authorized agent take such action (or refrain from taking action) with respect to any Estate as a result of such Event of Default as the Owner Trustee shall be instructed in writing at any time by the Owner Participant having the beneficial interest in such Estate. For all purposes of this Agreement, in the absence of actual knowledge, the Owner Trustee shall not be deemed to have knowledge of an Event of Default unless notified in writing by the Lessee, the Lender, the Indenture Trustee or any Owner Participant. Nothing in this Agreement shall be deemed to require the Trustee in its individual capacity to advance its own funds, or to have or to assume any responsibility to take possession of, inspect, repair or maintain any Unit of Equipment or the Facility.

SECTION 6.02 Instructions of Owner Participant. Subject to the provisions of Sections 6.01 and 6.03, upon the written instructions at any time and from time to time of any Owner Participant, the Owner Trustee directly or through an authorized agent will take such of the following actions as may be specified in such instructions for the Estate and Account thereunder related thereto: (i) give notice or direction or exercise such right or power under any Authorized Agreement as shall be specified in such instructions; (ii) take such action to preserve or protect the Estate and Account thereunder (including the discharge of Liens thereon as shall be specified in such instructions); (iii) approve as satisfactory to it all matters required by the terms of any Authorized Agreement to be satisfactory to the Owner Trustee, it being understood that without the written instructions of the Owner Participant having the beneficial interest in an Estate, the Owner Trustee shall not approve any such matter as satisfactory to it with respect to such Estate or the Account thereunder; or (iv) subject to the terms of the Lease and the Participation Agreement, after the expiration or earlier termination of the Lease and the discharge of the lien and security interest of the Indenture related thereto, convey, lease or otherwise dispose of all or any part of the Owner Trustee's rights and interests in and to the Lease and the Units of Equipment and the Facility and the Site in any Estate, for such amount, on such terms and to such Person or

Persons as the Owner Participant for such Account shall in writing direct.

SECTION 6.03 Indemnification and Legal Action. The Owner Trustee shall be under no duty to take any action or refrain from taking any action under Section 6.01 or 6.02 for any Estate or the Account thereunder unless the Owner Trustee shall have been indemnified by the Owner Participant having the beneficial interest in such Estate or by another Person, in a manner and form reasonably satisfactory to the Owner Trustee, against any liability, cost or expense (including counsel fees) which may be incurred in connection with such action or inaction. The Owner Trustee shall not be required to take any action under Section 6.01 or 6.02, nor shall any other provision of this Agreement be deemed to impose a duty on the Owner Trustee to take any action, if the Owner Trustee shall have been advised by counsel that such action is contrary to the terms of any Authorized Agreement or is contrary to law.

SECTION 6.04 No Implied Duties. The Owner Trustee shall not have any duty or obligation to manage, control, use, sell or otherwise transfer title to or dispose of or otherwise deal with any part of any Estate hereunder, or otherwise to take or refrain from taking any action under or in connection with this Agreement or any Authorized Agreement, except as expressly provided by the terms of this Agreement or any Authorized Agreement or as expressly provided in written instructions received pursuant to the terms of Section 6.01 or 6.02. No implied duties or obligations shall be read into this Agreement against the Owner Trustee. The Trustee in its individual capacity nevertheless agrees that it will, at its own cost and expense, immediately take such action as may be necessary duly to discharge fully any Trustee's Lien.

SECTION 6.05 No Unauthorized Transactions. The Owner Trustee shall not manage, control, use, sell or otherwise transfer title to or dispose of or otherwise deal with any Estate or the Account thereunder or otherwise deal with any part thereof except (i) as required by the terms of any Authorized Agreement other than this Agreement, (ii) as required or authorized by the terms of this Agreement, or (iii) in accordance with written instructions pursuant to Section 6.01 or 6.02.

ARTICLE VII

OWNER TRUSTEE

SECTION 7.01 Acceptance of Trust and Certain Duties.

(a) The Trustee in its individual capacity accepts each Trust hereby created and agrees to perform the same upon the terms of this Agreement, and the Owner Trustee agrees to receive and disburse or cause to be received and disbursed all monies constituting part of any Estate in accordance with the terms of this Agreement and the other Authorized Agreements to the extent, if any, that they require the Owner Trustee to receive and disburse monies constituting part of any Estate.

(b) The Trustee in its individual capacity shall not be answerable or accountable under any circumstances other than the following: (i) its willful misconduct or its gross negligence, (ii) its negligent or willful application of funds contrary to the provisions of this Agreement or any other Authorized Agreement, (iii) any representation or warranty expressly made by the Trustee in its individual capacity contained in Section 7.03 hereof or in any other Authorized Agreement proving at any time to be untrue or inaccurate, (iv) the failure of the Trustee in its individual capacity to be a banking association duly authorized to transact business in the Commonwealth of Pennsylvania, (v) the Trustee in its individual capacity not having the corporate power and authority to enter into and carry out the terms of this Agreement or any other Authorized Agreement to which it is or becomes a party, or (vi) acts of the Trustee in its individual capacity not related to the Overall Transaction.

(c) Whether or not expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of the Trustee shall be subject to the provisions of this Section 7.01.

SECTION 7.02 Limitation of Duties. Except in accordance with written instructions furnished pursuant to Section 6.01 or 6.02, and subject to the provisions of Section 6.03, and without limiting the generality of Section 6.04, the Owner Trustee shall have no duty (i) to see to the payment or discharge of any tax, assessment or other governmental charge or Lien of any kind owing or incurred with respect to or assessed or levied against any part of any Estate (except for any such tax,

assessment or other governmental charge or any such Lien arising from its own gross negligence or willful misconduct or which is a Trustee's Lien), (ii) to confirm or verify any financial statements of the the Lessee, or (iii) to inspect any Unit of Equipment or item of Facility at any time or ascertain or inquire as to the performance or observance of any of the the Lessee's covenants under the Lease. Notwithstanding the foregoing, the Owner Trustee will furnish to each Owner Participant, promptly upon receipt thereof, a duplicate or copy of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Owner Trustee hereunder or under any Authorized Agreement, including, without limitation, a copy of each insurance certificate, report or notice or other evidence received pursuant to the Lease, to the extent that any Authorized Agreement does not require the same to have been furnished by another party to such Authorized Agreement to such Owner Participant.

SECTION 7.03 Representations and Covenants of the Trustee. The Trustee in its individual capacity has made, makes and shall be deemed to have made, no representation or warranty whatsoever, express or implied, with respect to the Overall Transaction or otherwise, as to the title, value, compliance with specifications, condition, merchantability, design, quality, durability, operation or fitness for use or purpose of any Unit of Equipment or the Facility or any part thereof, provided, (i) that the Trustee in its individual capacity represents and warrants to each Owner Participant that this Agreement has been, and the Authorized Agreements and certificates to be signed by the Trustee have been or will be, executed and delivered by one of its officers who is, or at the time of execution and delivery was or will be, duly authorized to effect such execution and delivery on its behalf; and (ii) that the Trustee in its individual capacity covenants and agrees, at its own expense, immediately to take such action as may be necessary to discharge or bond or eliminate fully any Trustee's Lien or any Lien which affects any Account arising out of the Trustee's willful misconduct or gross negligence in administering the Estate of such Account.

SECTION 7.04 Segregation of Funds. Monies, if any, received by the Owner Trustee for any Estate shall be remitted as provided in Section 5.01 hereof or if Owner Trustee shall be precluded from doing so for any reason such amounts shall be deposited in a special non-interest bearing custodial account for the benefit of such Owner Participant and not co-mingled with the funds, if any, held for any other Estate. Neither the Owner Trustee nor the Trustee in its individual capacity shall be liable for any interest thereon.

SECTION 7.05 Reliance on Documents; Agents. The Owner Trustee shall not incur any liability to anyone in acting in reliance upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Owner Trustee may for all purposes hereof for any Estate rely on a certificate of the related Owner Participant and the Owner Trustee shall be fully protected for any action taken or omitted to be taken by it for such Account in good faith in reliance thereon. In the exercise or administration of the trusts and powers hereunder or in the performance of any of its duties and obligations under this Agreement or under any other Authorized Agreement, the Owner Trustee may, at the expense of the Estate for which Owner Trustee then acts, consult with counsel, accountants and other skilled persons to be selected and employed by it, and the Owner Trustee shall not be liable for anything done, suffered or omitted in good faith in accordance with the advice or opinion of any such counsel, accountants or other skilled persons so long as such advice or opinion pertains to such matters as the Owner Trustee may reasonably presume to be within the scope of such skilled person's area of expertise.

SECTION 7.06 Interpretation of Agreements. In the event that the Owner Trustee is unsure as to the application of any provision of this Agreement or any other Authorized Agreement or any other agreement relating to the Overall Transaction, or such provision is ambiguous as to its application, or is, or appears to be, in conflict with any other applicable provision, or in the event that this Agreement or any other Authorized Agreement permits any determination by the Owner Trustee or is silent as to the course of action which the Owner Trustee is required to take with respect to a particular set of facts, the Owner Trustee may request instructions of the Owner Participant related to the Estate in question and, to the extent that the Owner Trustee acts in good faith in accordance with any instructions received from such Owner Participant, shall not be liable to any Person with respect to such actions.

SECTION 7.07 Acting Solely as Trustee. In accepting the separate Trusts and separate Estates created and to be created hereunder, the Owner Trustee acts solely as trustee for the use and benefit of the Owner Participant related to the particular Estate and Account and not in its individual capacity, and all persons having any claim against the Owner Trustee by reason of the transactions contemplated hereby shall look only to the related Estate for payment or satisfaction thereof except as otherwise provided herein or in any other Authorized Agreement.

SECTION 7.08 Fees and Expenses of the Trustee. The Owner Trustee acknowledges that it is entitled to receive pursuant to the Participation Agreement from the Lessee compensation, reasonable as regards its responsibilities hereunder, together with reimbursement for all reasonable expenses incurred or made by it in accordance with any of the provisions of this Agreement or any other Authorized Agreement (including the reasonable compensation and expenses of its counsel, accountants or other skilled persons not regularly in its employ). If an Event of Default shall occur and be continuing or if the Lease shall be declared to be in default, the Owner Trustee shall be entitled to receive compensation, reasonable as regards its additional responsibilities hereunder, and payment or reimbursement for its expenses, except in the event the Lease or any other Authorized Agreement is declared to be in default as a result of an act or omission attributable to the Owner Trustee excluded from indemnification hereunder and each Owner Participant shall pay such compensation and fees to the extent the Lessee shall default its obligation under the Participation Agreement. The aforesaid obligations shall constitute indebtedness hereunder and the Owner Trustee is hereby granted, and said obligations shall be secured by, a lien on the related Estate entitling the Owner Trustee to priority as to payment thereof over payment to any other person under this Agreement, subject only to the Indenture and the rights of the Indenture Trustee thereunder.

SECTION 7.09 Books, Records and Tax Returns. Except as otherwise provided in this Agreement, the Owner Trustee shall be responsible for the keeping of all appropriate books and records as to each Estate relating to the receipt and disbursement of any monies under this Agreement for such Estate. The Owner Trustee will give to each Owner Participant, upon request, such periodic advice concerning receipts and disbursements of the Owner Trustee as would be helpful to such Owner Participant in preparing its tax returns. THE INTEREST OF EACH OWNER PARTICIPANT IS SEPARATE FROM THE INTERESTS OF ALL OTHER OWNER PARTICIPANTS AND THE TRUST IS NOT A PARTNERSHIP OR CORPORATION (OR ASSOCIATION TAXABLE AS A CORPORATION). THE OWNER TRUSTEE WILL FILE NO TAX RETURN INCONSISTENT WITH THIS UNDERSTANDING.

ARTICLE VIII

INDEMNIFICATION

SECTION 8.01 Indemnification.

(a) Each Owner Participant hereby severally agrees, whether or not any of the transactions contemplated hereby or

by any other Authorized Agreement shall be consummated, to assume liability for, and does hereby agree to indemnify, protect, defend, save and keep harmless from and after the date of execution and delivery hereof, the Trustee in its individual capacity, its agents and servants, and its permitted successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, taxes, claims, actions, suits, costs or expenses including reasonable legal fees and expenses of whatsoever kind and nature which may be imposed on, incurred by or asserted at any time against, the Trustee in its individual capacity (and not indemnified against by the the Lessee or any other Person within a reasonable time after demand for such indemnification) in any way relating to or arising out of this Agreement, any other Authorized Agreement or the transactions contemplated hereby or thereby or in any way relating to or arising out of the manufacture, assembly, financing, purchase, ownership, acceptance or rejection, delivery, non-delivery, leasing, subleasing, possession, use, operation, maintenance, repair, condition, sale, redelivery or other application or disposition of any Unit of Equipment or item of Facility or any part thereof including, without limitation, any claim as a result of latent or other defects, whether or not discoverable, any claim for patent, trademark or copyright infringement, claims for the violation of the laws of any country or subdivision thereof, tort claims, strict liability claims or claims for damages, or in any way relating to or arising out of the administration of its Estate and the Account thereunder pursuant to this Agreement; provided, however, that an Owner Participant shall not be required to indemnify the Trustee in its individual capacity in the case of (and the Trustee in its individual capacity hereby agrees to assume liability for and hold harmless each Owner Participant from) liabilities, obligations, losses, damages, penalties, taxes, claims, actions, suits, costs or expenses caused by (i) the willful misconduct or gross negligence on the part of the Owner Trustee or the Trustee in its individual capacity, (ii) its negligent or willful application of funds contrary to the provisions of this Agreement or any other Authorized Agreement, (iii) any representation or warranty of the Trustee in its individual capacity contained in Section 7.03 or in any other Authorized Agreement proving at any time to be untrue or inaccurate, (iv) failure of the Trustee in its individual capacity to be a banking association duly organized, validly existing and in good standing under the laws of the State of Delaware, (v) the Trustee in its individual capacity not having the corporate power and authority to enter into and carry out the terms of this Agreement or any other Authorized Agreement to which it is or becomes a party, (vi) any taxes on, with

respect to or measured by any amounts paid to the Trustee in its individual capacity as compensation in connection with the Overall Transaction, or (vii) acts of the Owner Trustee or the Trustee in its individual capacity not related to the Overall Transaction.

(b) In the event that any litigation is instituted against the Owner Trustee or any Trust or Estate created hereunder or against the Trustee in its individual capacity relating to the use or misuse of a Unit of Equipment or item of Facility, Owner Trustee shall give immediate notice of such claim to the the Lessee and the related Owner Participant and tender the full defense of such litigation to the Lessee.

(c) The indemnities contained in this Section 8.01 shall survive the termination of this Agreement and any Authorized Agreement. To secure the same, the Trustee in its individual capacity is hereby granted and shall have a lien on the Estate of the related Account prior to any interest of any other Person, subject only to the Lease and Indenture and the rights of the Indenture Trustee thereunder.

(d) The indemnities in favor of the Trustee in its individual capacity contained in this Section 8.01 and in Sections 6.03 and 7.08 are solely for the benefit of the Trustee in its individual capacity, shall not inure for the benefit of any other Person and do not constitute a part of the Estate of any Account.

ARTICLE IX

TRANSFER OF AN OWNER PARTICIPANT'S ESTATE

SECTION 9.01 Transfer of Owner Participant's Account.

(a) Any Owner Participant may at any time transfer all or any portion of its right and interest in any Estate and the Account thereunder subject to the following conditions:

(i) no transfer shall convey less than all of the beneficial interest in a Unit of Equipment or the Facility and the related Lease Schedule and all related rights and obligations under the Authorized Agreements;

(ii) no transfer shall be made to any Person if, after giving effect to such transfer, there would be more than two Owner Participants in respect of the Estates and Accounts relating to the Cars or more than two Owner

Participants in respect of the Estates and Accounts relating to the Locomotives;

(iii) prior to the date on which the Owner Participant shall have made all of the Installment Payments required to be made pursuant to Section 5.1(b) of the Participation Agreement, no transfer shall be made to any Person unless the Lender shall have first consented thereto in writing; provided, however, that no such consent shall be required for a transfer in the nature of an assignment for security or a sale and leaseback or other "wrap" transaction if after giving effect to such transfer the Owner Participant shall remain primarily liable under this Agreement and the Authorized Agreements to the same extent as it was prior to such transfer, and then only if the Owner Participant shall have first assumed by a writing satisfactory in form and substance to a Majority in Interest of Noteholders full recourse liability for the making of such Installment Payments;

(iv) after the date on which the Owner Participant shall have made all of the Installment Payments required be made pursuant to Section 5.1(b) of the Participation Agreement and so long as the Notes shall not have been paid in full, no such transfer shall be made unless (A) the Lender shall have first consented thereto in writing or (B) such transfer shall be made to a Permitted Assignee. For the purposes of this Agreement, the term "Permitted Assignee" shall mean any of (1) a corporation, bank, insurance company, trust company or national banking association incorporated or doing business under the laws of the United States or one of the States thereof having at the time of transfer a Net Worth of at least \$100,000,000 or (2) an entity, otherwise meeting the description set forth in clause (1) hereof but having a Net Worth of at least 25,000,000, which is Affiliate of an entity described in clause (1) hereof, or (3) an entity, otherwise described in clause (2) hereof but having no particular Net Worth, if such entity and the holders of all of the issued and outstanding stock thereof deliver to the Lender an undertaking satisfactory in form and substance to the Lender to the effect that neither such entity nor such stockholders shall take or, in the case of such stockholders, permit to be taken by that entity, any Act of Bankruptcy, or (4) an Affiliate of the Initial Owner Participant and, in the case of a transfer to an Affiliate of the Initial Owner Participant which does not qualify under clause (2) above, the transferring

Owner Participant shall remain secondarily liable for the obligations of such transferee under this Agreement and the Fundamental Agreements to which Owner Participant is a party. For the purposes of clause (iv) of Section 9.01(a) hereof, the term "Net Worth" is used with the meaning ascribed thereto in Section 5.2 of the Participation Agreement, and the term "Act of Bankruptcy" with respect to any Person means the filing by that Person of a voluntary petition for relief under the federal Bankruptcy Code (11 U.S.C. §101 ff.), or the voluntary commencement of any proceeding under any State insolvency statute, or any assignment by that Person for the benefit of creditors, or any admission by that Person in writing of an inability to pay debts as they mature, or any application by that Person for the appointment of a receiver, liquidator, trustee or similar official for itself or any substantial part of its assets.

(b) The transfer of any Estate shall be subject to the following further conditions: (i) the transferee shall have entered into an agreement in the form of Exhibit A or Exhibit B hereto as required by Section 3.05 hereof whereby such transferee creates an Estate and Trust hereunder and agrees to be bound by all the terms of, and undertakes all of the obligations of an Owner Participant under, this Agreement and the Authorized Agreements to the same extent as if it were an original party to each such agreement and ratifies and confirms all previous actions taken or instructions given by the transferor Owner Participant theretofore with respect to the Estate and Account thereunder to be held for its benefit and (ii) the transferor Owner Participant shall deliver to the Indenture Trustee an opinion of counsel to the effect that no registration of any security pursuant to the Securities Act of 1933, as amended, is required in connection with such proposed transfer.

(c) Notwithstanding anything to the contrary herein contained, in no event shall the the Lessee or any Person controlling, controlled by or under common control with the the Lessee become the holder of any Estate or the Account thereunder.

(d) If an Owner Participant proposes to transfer all or any portion of its Estate, it shall give written notice to the Owner Trustee, specifying the name and address of the transferee and specifying the facts necessary to determine the compliance of the transfer with the conditions specified herein and the Owner Trustee shall promptly notify the Indenture Trustee and the Lender.

SECTION 9.02 Merger, Consolidation. Any corporation into which any Owner Participant may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which such Owner Participant may be a party shall be deemed to be such Owner Participant without further act.

SECTION 9.03 Discharge of Transferring Owner Participant. Upon any transfer by an Owner Participant complying with this Article IX, the transferee shall be deemed a "Owner Participant" for all purposes hereof, and shall hold the Estate so created and/or transferred, and the transferor Owner Participant shall, except as otherwise specifically provided in this Article IX, be released from the related portion of its obligations hereunder and under the other Authorized Agreements arising after the date of the transfer which the transferee has undertaken.

ARTICLE X

SUCCESSOR TRUSTEES

SECTION 10.01 Resignation, Removal and Appointment. The Owner Trustee or any successor Owner Trustee may without cause resign at any time and be discharged from all of the Trusts and Accounts hereby created by giving at least 90 days' prior written notice to each Owner Participant. In addition, the Owner Participants, acting through a Majority in Interest so long as all Notes shall not have been paid in full and the lien and security interest of the Indenture fully discharged (and any Owner Participant at any time thereafter acting solely with respect to its Estate and then in concert with respect to all Estates) may at any time remove the Owner Trustee without cause by an instrument in writing delivered to the Owner Trustee, with a copy to the the Lessee and the Lender. Any such resignation or removal shall be effective upon the appointment and acceptance of a successor Owner Trustee hereunder. A Majority in Interest shall be determined as of a particular date and shall consist of the Owner Participants holding Estates with at least 60% of unpaid balance on the Notes. In the case of the resignation or removal of the Owner Trustee, each Owner Participant shall be severally responsible for its proportionate share of the costs and expenses in securing a successor Owner Trustee and shall use their best efforts to appoint, by an instrument in writing, a successor Owner Trustee. If a successor Owner Trustee shall not have been appointed within 90 days of such notice of resignation, the Indenture Trustee, Owner Trustee or Owner Participants shall apply to any court of competent jurisdiction to appoint a successor Owner Trustee to act until such time, if any, as a

successor shall have been appointed as above provided. The successor Owner Trustee so appointed by such court shall immediately and without further act be superseded by any successor Owner Trustee appointed as above provided within one year from the date of the appointment by the court. Any Owner Trustee which resigns or is removed, upon payment of its unpaid compensation and expenses hereunder, shall execute and deliver such documents as are necessary to cause all of its rights and interests in the Estate from which it was removed and the Account thereunder to be transferred into the name of the successor Owner Trustee, and shall execute such further assurances and do such other and further things as may be proper or convenient to more fully and certainly vest and confirm in said successor Owner Trustee all the right, title and interest of the retiring Owner Trustee in and to the Estate and the Account thereunder and all its rights, powers, trusts, duties and obligations, and such retiring Owner Trustee shall promptly pay over, assign and deliver to the successor Owner Trustee any money or other property constituting part of the Estate and the Account thereunder then held by such Owner Trustee, and deliver any and all records, or copies thereof, in respect of the Estate and the Account thereunder which it may have.

SECTION 10.02 Acceptance by Successor Owner Trustee.

Any successor Owner Trustee, however appointed, shall execute and deliver to the predecessor Owner Trustee an instrument accepting such appointment and assuming the obligations of the predecessor Owner Trustee under the Estate and the Account thereunder and the Authorized Agreements, and thereupon such successor Owner Trustee, without further act, shall become vested with all the estates, properties, rights, powers, duties and trusts of the predecessor Owner Trustee in such Estate, and assume by its acceptance of appointment all obligations of the predecessor Owner Trustee for such Estate, in each case with like effect as if originally named as Owner Trustee herein, provided, that the predecessor Trustee in its individual capacity shall continue to be entitled to indemnification as set forth in Article VIII hereof with respect to actions taken while serving as Trustee hereunder.

SECTION 10.03 Conditions of Appointment of Successor.

The appointment of any successor Owner Trustee shall in all cases be subject to the following conditions: (i) any successor Owner Trustee, however appointed, shall be a bank or trust company having a combined capital and surplus of at least \$50,000,000 authorized to transact business in the Commonwealth of Pennsylvania as Trustee; and (ii) the appointment of any successor Owner Trustee shall not violate any provision of any law or regulation or create a relationship which would be in violation thereof.

SECTION 10.04 Merger, Consolidation. Any corporation into which the Trustee in its individual capacity may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee in its individual capacity shall be a party, shall be the Owner Trustee under this Agreement without further act.

ARTICLE XI

SUPPLEMENTS AND AMENDMENTS TO THIS AGREEMENT AND OTHER DOCUMENTS

SECTION 11.01 Supplements and Amendments. Subject to the provisions of Section 11.02, at any time and from time to time, upon and only upon the written request of an Owner Participant, (i) the Owner Trustee and such Owner Participant shall execute a supplement or amendment hereto for the purpose of adding provisions to, or changing or eliminating provisions of, this Agreement as specified in such request, and (ii) the Owner Trustee shall enter into such written amendment of or supplement to any Authorized Agreement as each other party to such agreement may agree to and as may be specified in such request, or execute and deliver such written waiver of the terms of any of said agreements as may be specified in such request; provided, that prior to any such supplement, waiver, amendment or new agreement, the Owner Trustee shall have received the prior written consent of Indenture Trustee if any Note shall then be outstanding under the Indenture.

SECTION 11.02 Rights of Owner Trustee. Prior to executing any document required to be executed by it pursuant to the terms of Section 11.01, the Owner Trustee shall be entitled to receive an opinion of its counsel to the effect that the execution of such document is authorized hereunder. If in the opinion of the Owner Trustee and such counsel any such document adversely affects any of the Owner Trustee's rights, immunities or indemnities under this Agreement or any other agreement contemplated hereby or enlarges its duties hereunder or thereunder, the Owner Trustee may in its discretion decline to execute such document.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01 Termination of Trusts. This Agreement and each Estate and Trust created hereby shall terminate and this Agreement shall be of no further force or effect upon the earlier of:

(a) the final disposition by the Owner Trustee of all of its rights and interests in each Estate and the Account therein and the final distribution by the Owner Trustee of all monies and other properties and proceeds thereof; or

(b) twenty-one years after the death of the last surviving of the now living lineal descendants of Henry Ford,

whereupon all monies and other properties and proceeds constituting an Estate shall be distributed in accordance with the provisions of Article V hereof; and otherwise this Agreement and the Trusts created hereby shall continue in full force and effect in accordance with the terms hereof.

SECTION 12.02 Legal Title to Estates. No person except the Owner Trustee shall have legal title to any part of any Estate or the Account thereunder. No transfer, by operation of law or otherwise, of any right, title or interest of any Owner Participant in and to its Estate shall operate to terminate this Agreement or the Trusts created hereby or effect any dissolution or entitle any successor or transferee of any Owner Participant or the Owner Trustee to an accounting or to any other right with respect to the Estate.

SECTION 12.03 Validity of Disposition. Any disposition by the Owner Trustee of its rights and interests in any Account or the Units of Equipment or the Facility therein or other rights therein shall be binding upon the Owner Participant for whom such Estate is held and, after the Units of Equipment and Facility have been released from the lien of the Lease and Indenture, all other Persons, and shall be effective to transfer or convey all such rights and interests of the Owner Trustee and any Owner Participant. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such disposition or of the application of such proceeds with respect thereto by the Owner Trustee.

SECTION 12.04 Notices. All notices or other communications under this Agreement shall be governed by the applicable notice provisions of the Participation Agreement.

SECTION 12.05 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 12.06 No Oral Modifications. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only in an instrument in writing and signed on behalf of the party against which enforcement is sought, and any waiver of the terms of any thereof shall be effective only in the specific instance and for the specific purpose given.

SECTION 12.07 Benefits of Agreement. All covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the Owner Trustee and, to the extent permitted by Article X, its respective successors and assigns, each Owner Participant and, to the extent permitted by Article IX, its successors and assigns, and, to the extent specifically set forth herein, shall inure to the benefit of and be enforceable by the Indenture Trustee and its successors and assigns, and to no other persons. Any request, notice, direction, consent, waiver or other instrument or action by any Owner Participant shall bind its successors and assigns.

SECTION 12.08 Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, including all matters of construction, validity and performance.

SECTION 12.09 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, and any single counterpart or set of counterparts, in either case signed by all the parties hereto, shall be deemed to be an original and all of which taken together shall constitute but one and the same Agreement.

SECTION 12.10 No Liability of Owner Participants. No Owner Participant shall in any way be liable or responsible or have any obligation to the Lender or the Indenture Trustee or any other Person for the validity, effectiveness or enforceability of the Lease or the Indenture or any other Authorized Agreement or the obligations of the Owner Trustee therein, except such

obligations as may be expressly accepted by an Owner Participant in the Participation Agreement.

SECTION 12.11 Payments from Estate Only. All payments to be made by the Owner Trustee under and pursuant to this Agreement for any Estate shall be made only from the income and proceeds from such Estate and the Account thereunder and only to the extent that the Owner Trustee shall have received sufficient income or proceeds from such Estate to make such payments in accordance with the terms of Article V. Each Owner Participant, by its acceptance of its Estate, agrees that, as to the Owner Trustee, it will look solely to the income and proceeds from its Estate to the extent available for distribution to such Owner Participant as herein provided and that, except as provided herein, the Trustee in its individual capacity is not liable to the Owner Participant for any amounts payable under this Agreement or for any liability under this Agreement.

IN WITNESS WHEREOF, the parties hereto, and intending to be legally bound, have caused this Agreement to be duly executed as of the date set forth at the outset.

WILMINGTON TRUST COMPANY,
in its individual capacity

By: _____

Name: _____
Title: _____

FORD MOTOR CREDIT COMPANY,
as Initial Owner Participant

WILMINGTON TRUST COMPANY,
as Owner Trustee

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

TO: Wilmington Trust Company, Owner Trustee
[Address]

Re: Trust Agreement dated as of
November 1, 1987 by and between
Ford Motor Credit Company,
as Owner Participant and
Wilmington Trust Company,
as Owner Trustee

Gentlemen:

We hereby sell, transfer and assign our right and beneficial interest in our Estate (but only to the extent as set forth hereinafter) to the Transferee whose declaration of trust is included hereinafter together with its consent and agreement to assume our obligations under the Purchase Agreement Assignment and Participation Agreement to acquire the [following Units of Equipment] [Facility]*, fund our Lessor's Commitment and enter the Lease Schedules related thereto and assume all of our rights and obligations under the Authorized Agreements related to such [Units of Equipment] [Facility]*:

Transferor

By: _____

The undersigned Transferee by its signature hereafter hereby authorizes and directs the Owner Trustee to create a separate Trust, Estate and Account in Transferee's name and for Transferee's benefit and agrees without further act or instrument to be bound by all the terms and conditions and assumes all the obligations of an Owner Participant under the Trust Agreement and the Authorized Agreements as if an original party thereto and acknowledges receipt of a copy of the referenced Trust Agreement,

* As appropriate.

Participation Agreement and the Authorized Agreements referred to therein. The undersigned Transferee hereby accepts the transfer provided for herein and conveys such interest to its Estate.

Transferee
By: _____

The Owner Trustee hereby accepts Transferee's conveyance and Trust and declares that it will hold such Trust and Estate under the terms of the Trust Agreement.

WILMINGTON TRUST COMPANY,
as Owner Trustee

By: _____
Title: _____

EXHIBIT B

TO: Wilmington Trust Company, Owner Trustee
[Address]

Re: Trust Agreement dated as of
November 1, 1987 by and between
Ford Motor Credit Company,
as Owner Participant and
Wilmington Trust Company,
as Owner Trustee

Gentlemen:

We hereby sell, transfer and assign our right and beneficial interest in our Estate to the Transferee whose declaration of trust is included hereinafter but only to the extent of [certain Units of Equipment] [a certain Facility]* and Lease Schedules previously acquired for our Estate as described hereinafter and to the extent of the rights in the Estate under the Authorized Agreements solely related thereto:

By: _____
Transferor

The undersigned Transferee by its signature hereafter hereby authorizes and directs the Owner Trustee to create a separate Trust, Estate and Account in Transferee's name and for Transferee's benefit and agrees without further act or instrument to be bound by all the terms and conditions and assumes all the obligations of an Owner Participant under the Trust Agreement and the Authorized Agreements as if an original party thereto and acknowledges receipt of a copy of the referenced Trust Agreement,

* As appropriate

Participation Agreement and the Authorized Agreements referred to therein. The undersigned Transferee hereby accepts the transfer provided for herein and conveys such interest to its Estate.

Transferee
By: _____

The Owner Trustee hereby accepts Transferee's conveyance and Trust and declares that it will hold such Trust and Estate under the terms of the Trust Agreement.

WILMINGTON TRUST COMPANY,
as Owner Trustee

By: _____
Title: _____

EXHIBIT B
TO
TRUST INDENTURE

INDENTURE SUPPLEMENT

THIS TRUST INDENTURE SUPPLEMENT, dated _____, 198_, by of WILMINGTON TRUST COMPANY, a banking corporation organized and existing under the laws of the State of Delaware ("WTC"), not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement dated as of November 1, 1987 (the "Trust Agreement") between WTC in its individual capacity and an Owner Trustee and the entity named as the Owner Participant in said Trust Agreement (the "Owner Participant"),

WITNESSETH:

WHEREAS, the Trust Indenture dated as of November 1, 1987 (the "Indenture") between the Owner Trustee and the Connecticut National Bank, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of a Supplement thereto substantially in the form hereof, which Supplement shall particularly describe the [Units of Equipment] [Facility]* (such term and all capitalized terms used herein and not otherwise defined herein being herein used with the meanings, respectively, specified in the Indenture), by having attached thereto a copy of the Lease Schedule covering such [Units of Equipment] [Facility]*, and shall specifically mortgage such [Units of Equipment] [Facility]* to the Indenture Trustee; and

WHEREAS, the Indenture relates to the [Units of Equipment] [Facility]* described in the copy of the Lease Schedule of even date attached hereto and made a part hereof;

NOW, THEREFORE, to secure the prompt payment of the principal of and interest on all of the Notes from time to time outstanding under the Indenture, and payment of all other amounts due or to become due to the holders of the Notes under the Indenture, the Support Agreement, the Lease or the Participation Agreement and the performance and observance by the Owner Trustee, the Owner Participant and the Lessee of all the agreements, covenants and provisions in the Indenture, the Support Agreement, the Lease or the Participation Agreement for the benefit of the holders of the Notes and in the Notes contained, for the uses and purposes and subject to the terms and

* As appropriate.

provisions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Notes by the holders thereof, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Owner Trustee (1) has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, hypothecated, pledged and confirmed and granted a security interest, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, hypothecate, pledge and confirm and grant a security interest, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the ratable security and benefit of the holders from time to time of the Notes, a first security interest and mortgage Lien on the [Units of Equipment] [Facility]* described in the aforementioned copy of the Lease Schedule attached hereto, and (2) has assigned, transferred and set over, and does hereby assign, transfer and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Schedule of even number and date, referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the ratable benefit of the holders from time to time of the Notes;

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, forever;

IN TRUST, NEVERTHELESS, for the ratable benefit and security of the holders from time to time of the Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

AND, FURTHER, the Owner Trustee hereby acknowledges that the [Unit or Units of Equipment] [Facility]* referred to in the aforesaid Lease Schedule attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the Collateral 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.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of the Indenture which is hereby incorporated by reference herein and hereby ratified, approved and confirmed. The Owner Trustee has caused this

* As appropriate.

Supplement to be duly executed by its officer thereunto duly authorized, as of the day and year first above written.

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

By _____
Title:

