

CBT THE CONNECTICUT BANK AND TRUST COMPANY

ONE CONSTITUTION PLAZA
HARTFORD, CONNECTICUT 06115

No. 1-027A071

Date JAN 27 1981

Fee \$ 100.00

ICC Washington, D.C.

12810A
RECORDATION NO. _____ FILED 1430

JAN 27 1981 -9 45 AM
INTERSTATE COMMERCE COMMISSION

January 27, 1981

12810
RECORDATION NO. _____ FILED 1430
JAN 27 1981 -9 45 AM
INTERSTATE COMMERCE COMMISSION

Hoosier Energy Trust No. 81-1

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. §11303 and the Commission's rules and regulations thereunder, as amended, please find enclosed herewith for filing and recordation counterparts of the following documents:

- New Member*
- (1) Trust Indenture and Security Agreement dated as of January 1, 1981 between The Connecticut Bank and Trust Company, as Owner Trustee, and Merchants National Bank & Trust Company of Indianapolis, as Security Trustee.
 - A (2) Equipment Lease Agreement dated as of January 1, 1981 between The Connecticut Bank and Trust Company, as Trustee, and Hoosier Energy Rural Electric Cooperative, Inc.

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

(1) Owner Trustee-Lessor:

The Connecticut Bank and Trust Company, not in its individual capacity but solely as Trustee under the Trust Agreement dated as of January 1, 1981 with New England Merchants Leasing Corporation B-7
One Constitution Plaza
Hartford, Connecticut 06115

Attention: Corporate Trust Department

(2) Security Trustee-Assignee:

Merchants National Bank & Trust Company of Indianapolis, as Security Trustee
One Merchants Plaza
Indianapolis, Indiana 46204

Attention: Corporate Trust Department

RECEIVED
JAN 27 1981
FEDERAL RESERVE BANK
INDIANAPOLIS, INDIANA

Co. Overly
R. J. Miller

January 27, 1981
Page Two

(3) Lessee:

Hoosier Energy Rural Electric Cooperative, Inc.
P. O. Box 908
North State Highway 37
Bloomington, Indiana 47402

Attention: General Manager

Please file and record the documents referred to in this letter and index them under the names of the Owner Trustee-Lessor, the Security Trustee and the Lessee.

The equipment covered by the aforementioned documents consist of the following:

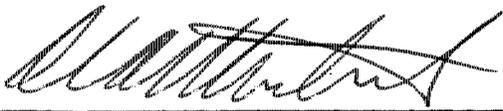
103 100-ton gondola coal cars manufactured by Ortner Freight Car Company and bearing serial numbers HECX80000 through HECX80102, inclusive.

There is also enclosed a check for \$100 payable to the Interstate Commerce Commission, representing the fee for recording the Equipment Lease Agreement and the Trust Indenture and Security Agreement.

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the documents for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

THE CONNECTICUT BANK AND TRUST
COMPANY

By 
Authorized Officer
CLARK M. WHITCOMB
ASSISTANT VICE PRESIDENT

Enclosures

Agatha Mergenovich, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Interstate Commerce Commission
Washington, D.C. 20423

1/27/81

OFFICE OF THE SECRETARY

Clark M. Whitcomb

Assistant Vice President

The Connecticut Bank & Trust Company

One Constitution Plaza

Hartford Connecticut 06115

Dear **sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/27/81** at **9:45am**, and assigned re-
recording number(s). **12810 & 12810-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

12810

RECORDATION NO. Filed 1426

JAN 27 1981 -9 45 AM

INTERSTATE COMMERCE COMMISSION

TRUST INDENTURE AND SECURITY AGREEMENT

Dated as of January 1, 1981

Between

THE CONNECTICUT BANK AND TRUST COMPANY

Owner Trustee,

and

MERCHANTS NATIONAL BANK & TRUST
COMPANY OF INDIANAPOLIS

Security Trustee.

HOOSIER ENERGY TRUST NO. 81-1

Filed and recorded with the Interstate Commerce Commission
pursuant to 49 U.S.C. §11303 on _____, 1981, at
_____, recordation number _____.

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TRUST INDENTURE AND SECURITY AGREEMENT

This TRUST INDENTURE AND SECURITY AGREEMENT dated as of January 1, 1981 (this "Indenture") is between THE CONNECTICUT BANK AND TRUST COMPANY, whose corporate trust office is located at One Constitution Plaza, Hartford, Connecticut 06115, not individually but solely as Trustee under the Trust Agreement hereinafter defined (the "Owner Trustee"), and MERCHANTS NATIONAL BANK & TRUST COMPANY OF INDIANAPOLIS, a national banking association organized under the laws of the United States, whose corporate trust office is located at One Merchants Plaza, Indianapolis, Indiana 46204 (the "Security Trustee").

W I T N E S S E T H:

PRELIMINARY STATEMENT

The Owner Trustee deems it necessary to incur indebtedness by borrowing for its proper business purposes. The Owner Trustee proposes to issue its Floating Rate Notes described in Article II hereof in an aggregate principal amount not to exceed \$3,000,000 in order to evidence indebtedness so incurred, and to Grant the Trust Indenture Estate, hereinafter described, in order to secure payment of the Secured Notes. The Owner Trustee is duly authorized under the terms of a Trust Agreement, dated as of January 1, 1981, between the Owner Trustee and New England Merchants Leasing Corporation B-7, a Massachusetts corporation (the "Owner"), and under all applicable provisions of law to execute and deliver the Floating Rate Notes and this Indenture and to Grant said Trust Indenture Estate to the Security Trustee, and all action required by law and all action on its part required therefor has been duly taken.

GRANTING CLAUSE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH: that the Owner Trustee, in consideration of the premises and the acceptance of the Secured Notes by the purchasers thereof, and for other good and valuable considerations, the receipt of which is hereby acknowledged, in order to secure the prompt payment of the principal of and interest on the Secured Notes, and in order to secure the performance by the Owner Trustee of the covenants contained herein and in the Secured Notes, as specifically Granted and by these presents does hereby specifically Grant for security purposes unto the Security Trustee and its successors in the trust hereby created and it assigns forever for the benefit and security of all present and future holders of the Secured Notes all of the following described property, whether tangible or intangible, wherever located or situated, whether now

owned or hereafter acquired, together with the proceeds thereof (herein called the "Trust Indenture Estate"):

I. All its estate, right, title and interest in, to and under any and all of the following described property (but expressly excluding any amounts due under the Tax Indemnity, other than Excepted Rights (as hereinafter defined): (i) all of the property described on Schedule A attached hereto, as such Schedule may be amended or supplemented from time to time, together with all substitutions for, and all parts, instruments, accessories, alterations, modifications, replacements, additions and accessions to, the Equipment which are or may become the property of the Owner Trustee and together also with all rights of the Owner Trustee under, and all representations, warranties and covenants contained in, all Bills of Sale and other instruments transferring to the Owner Trustee title to the property described in this subclause (i); (ii) the Lease; (iii) the Purchase Order Assignment; (iv) amounts of Interim Rent, Basic Rent, Supplemental Payments, insurance proceeds, condemnation awards or other payments or proceeds of any kind payable to the Owner Trustee pursuant to the Lease for or with respect to the Equipment; and (v) any and all payments or proceeds payable to the Owner Trustee after the end of the Term with respect to the Equipment as the result of the sale, lease or other disposition thereof; provided, that there are expressly retained by the Owner Trustee and the Owner and excluded from the Trust Indenture Estate, to the extent provided herein, the following described property and rights (hereinafter called "Excepted Rights"): (A) (x) all payments of any indemnity under Sections 7 or 13 of the Lease and any Special Rent pursuant to Section 3(d) of the Lease and (y) so long as, but only so long as no Default or Event of Default has occurred or is continuing, any repayment or interest thereon under Section 16 of the Lease, which by the terms of any of such Sections are payable to the Owner Trustee or the Owner for its own account; (B) all rights of the Owner Trustee or the Owner under the Lease to demand, collect, sue for or otherwise obtain all amounts from the Lessee due the Owner Trustee or the Owner on account of indemnities or payments excepted and reserved pursuant to clause (A) above, provided that the rights excepted and reserved by this paragraph (B) shall not be deemed to include the right to declare an Event of Default or to exercise of any remedies provided for in Section 15 of the Lease except those contained in Section 15(f) thereof; and (C) any insurance proceeds payable under general public liability policies maintained by the Lessee pursuant to Section 12(b) of the Lease which by the terms of such policies or the terms of the Lease are payable directly to the Owner Trustee or the Owner for its own account.

II. Any and all monies and other property (including each amendment or supplement to any and all instruments included in the Trust Indenture Estate) excluding any amounts due under the Tax Indemnity and Excepted Rights which may from time to time, by

delivery to the Security Trustee or by any instrument, including this Indenture, be subjected to the lien hereof by the Owner Trustee or by anyone on its behalf or with its consent, or which may come into the possession or be subject to the control of the Security Trustee pursuant to this Indenture, or pursuant to any instrument included in the Trust Indenture Estate, it being the intention of the Owner Trustee and the Security Trustee and it being hereby agreed by them that all property hereafter acquired by the Owner Trustee and required to be subjected to the lien of this Indenture or intended so to be shall forthwith upon the acquisition thereof by the Owner Trustee be as fully embraced within the lien of this Indenture as if such property were now owned by the Owner Trustee and were specifically described in this Indenture and Granted hereby or pursuant hereto; and the Security Trustee is hereby authorized to receive any and all such property as and for additional security for the payment of the Secured Notes and all other sums secured or intended to be secured hereby.

TO HAVE AND TO HOLD all and singular the Trust Indenture Estate, whether now owned or held or hereafter acquired, unto the Security Trustee, its successors and assigns, forever, in trust for the benefit and security of the holders from time to time of the Secured Notes, without any priority of any one Secured Note over any other, except as herein otherwise expressly provided, and for the uses and purposes, and subject to the terms and provisions, 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 Assigned Documents to perform all of the obligations assumed by it thereunder all in accordance with and pursuant to the terms and provisions thereof, and the Security Trustee shall have no obligation or liability under any of the Assigned Documents by reason of or arising out of the foregoing assignments, nor shall the Security Trustee be required or obligated in any manner, except as expressly provided herein, to perform or fulfill any obligations of the Owner Trustee under or pursuant to any of the Assigned Documents, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by either of them, 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 either of them or to which either of them may be entitled at any time or times.

Except with respect to Excepted Rights the Owner Trustee hereby constitutes the Security 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 under or arising out of any of the Assigned Documents, 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 Security Trustee may deem to be necessary or advisable in the premises.

The Owner Trustee agrees that if at any time and from time to time, property is to be added to the Trust Indenture Estate, the Owner Trustee will promptly and duly execute and deliver an Indenture Supplement in substantially the form thereof attached hereto as Exhibit I.

The Owner Trustee agrees that at any time and from time to time, upon the written request of the Security Trustee, the Owner Trustee will promptly and duly execute and deliver any and all such further instruments and documents as the Security Trustee may deem desirable in obtaining the full benefits of this Grant and of the rights and powers herein Granted.

The Owner Trustee hereby warrants and represents that it has not Granted and hereby covenants that it will not Grant, so long as the foregoing Grant shall remain in effect, any of its right, title or interest hereby Granted, to anyone other than the Security Trustee in its capacity as Security Trustee, and that it will not, except as provided in this Indenture or specifically anticipated and provided for in any of the Assigned Documents or as to Excepted Rights, enter into any agreement amending or supplementing any of the Assigned Documents, accept any payment from the Lessee or any affiliate thereof in connection with the transactions contemplated hereby, settle or compromise any claim against the Lessee or any affiliate thereof in connection with the transactions contemplated hereby or arising under the Assigned Documents, or submit or consent to the submission of any dispute, difference or other matter arising under or in respect of any of the Assigned Documents to arbitration thereunder. Subject to the Excepted Rights, the Owner Trustee will not exercise the remedies of the Lessor under, or terminate or accept a surrender of, the Lease (except as otherwise expressly provided herein).

The Owner Trustee hereby ratifies and confirms the Assigned Documents, and does hereby agree that it will not, except as to Excepted Rights, take or omit to take any action, the taking or omission of which might result in an alteration or impairment of any of the Assigned Documents, or this assignment or of any of the rights created by any of the Assigned Documents or this Indenture.

ARTICLE I

DEFINITIONS

SECTION 1.01. Special Definitions. Except as the context otherwise requires, for all purposes of this Indenture the following terms shall have the following meanings (such definitions

to be equally applicable to both the singular and plural forms of the terms defined):

"Assigned Documents" shall mean the Lease, the Purchase Order Assignment, and the Bills of Sale.

"Corporate Trust Office of the Security Trustee" shall mean the office of the Security Trustee in Indianapolis, Indiana at which at any particular time its corporate trust business shall be administered, which at the date hereof is as stated in the introduction hereto.

"Default" shall mean an occurrence, as defined in Section 8.01 hereof, which, with the passage of time or the giving of notice, or both, shall constitute an Event of Default hereunder.

"Escrow Fund" shall mean the fund established pursuant to Section 3.01 hereof.

"Escrow Gains" shall have the meaning set forth in Section 3.01 hereof.

"Event of Default" shall mean any of the events referred to in Section 8.01.

"Floating Rate Notes" shall mean the Floating Rate Notes Due 1999 of the Owner Trustee issued pursuant to Article II of this Indenture.

"Grant" shall mean mortgage, affect, hypothecate, grant, warrant, convey, pledge and assign; and "Granted" shall mean mortgaged, affected, hypothecated, granted, warranted, conveyed, pledged and assigned.

"Interest Payment Date" shall mean each date on which an installment of interest, or principal and interest, is due and payable under Section 2.02 hereof.

"Investment Securities" shall mean (i) obligations of the United States Government maturing within 10 Business Days or (ii) certificates of deposit maturing within 30 days issued by Merchants National Bank & Trust Company of Indianapolis or (iii) commercial paper maturing within 10 Business Days issued by Merchants National Corporation.

"Investor" shall mean the Lender and the Owner.

"Lease" shall mean that certain Equipment Lease Agreement, in substantially the form of Exhibit B to the Participation Agreement, dated as of the date hereof and entered

into by the Owner Trustee, as lessor, and the Lessee, as said Equipment Lease Agreement may from time to time be supplemented or amended, or the terms thereof waived or modified, to the extent permitted by and in accordance with, the terms of this Indenture.

"Lender" shall mean the entity listed in Schedule A to the Participation Agreement, its respective successors and assigns, and each holder from time to time of a Secured Note or of Secured Notes.

"Lessee" shall mean Hoosier Energy Rural Electric Cooperative, Inc., an Indiana corporation, and its successors and assigns as lessee under the Lease.

"Majority in Interest of Investors" as of a particular date of determination shall mean (i) the holders (other than the Owner, the Owner Trustee, the Lessee, or any affiliate of any thereof) of more than 66 2/3% in aggregate unpaid principal amount of all Secured Notes, if any, outstanding as of such date and (ii) the Owner; provided, however, that during any period after which there shall have occurred and be continuing an Event of Default hereunder, "Majority in Interest of Investors" shall have the same meaning as "Majority in Interest of Lenders."

"Majority in Interest of Lenders" as of a particular date of determination shall mean the holders of more than 66 2/3% in aggregate unpaid principal amount of all Secured Notes, if any, outstanding as of such date, other than Secured Notes owned by the Owner, the Owner Trustee, the Lessee or any affiliate of any thereof.

"Owner" shall mean New England Merchants Leasing Corporation B-7, a Massachusetts corporation, and its successors and assigns.

"Owner Interest" shall have the meaning set forth in Section 3.01 of the Trust Agreement.

"Owner Trustee" shall mean The Connecticut Bank and Trust Company, a Connecticut banking corporation, and its successors and assigns under the Trust Agreement.

"Participation Agreement" shall mean the Participation Agreement dated as of the date hereof and entered into among the Lessee, the Owner Trustee, the Security Trustee and the Investors, as the same may from time to time be supplemented or amended, or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof.

"Purchase Order Assignment" shall mean that certain Purchase Order Assignment to be dated as of the date hereof and to be entered into by the Lessee and the Owner Trustee concurrently with the execution and delivery of this Indenture in substantially the form of Exhibit A to the Participation Agreement, together with the Consent and Agreement to said Purchase Order Assignment to be executed by the Manufacturer in substantially the form set forth in

said Exhibit, herein called the "Consent and Agreement", as said form of said Purchase Order Assignment and Consent and Agreement may from time to time be supplemented or amended, or the terms thereof waived or modified, to the extent permitted by, and in accordance with, the terms of this Indenture, provided that a signed copy of such supplement, amendment, waiver or modification has been delivered to the Security Trustee.

"Replacement Notes" shall mean promissory notes of the Owner issued pursuant to Article IV of this Indenture.

"Secured Notes" shall mean the Replacement Notes and the Floating Rate Notes, collectively, and shall include any Secured Note issued in exchange therefor or in return thereof pursuant to Section 5.04 or Section 5.05 hereof.

"Security Trustee" shall mean Merchants National Bank & Trust Company of Indianapolis, a national banking association, and its successors and assigns hereunder.

"Subsequent Participation Agreement" shall mean any agreement called a participation agreement entered into after the date hereof among the Lessee, the Lender, the Owner Trustee, the Owner and the Security Trustee and relating to the issuance and sale of Replacement Notes.

"Tax Indemnity" shall mean that certain Tax Indemnity Agreement, substantially in the form of Exhibit C to the Participation Agreement, dated as of the date hereof and entered into by the Owner and the Lessee, as said Tax Indemnity may from time to time be supplemented or amended, or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof.

"Trust Agreement" shall mean the Trust Agreement, substantially in the form of Exhibit D to the Participation Agreement, dated as of the date hereof and entered into by the Owner and the Owner Trustee, as said Trust Agreement may from time to time be supplemented or amended, or the terms thereof waived or modified, to the extent permitted by, and in accordance with, the terms thereof.

"Trust Indenture and Security Agreement", and each reference herein to "this Indenture", "herein", "hereunder", "hereof" or other like words, shall at any time mean or refer to this Trust Indenture and Security Agreement, as amended or supplemented from time to time in accordance with the provisions hereof.

"Trust Indenture Estate" shall have the meaning set forth in the Granting Clause hereof.

"Trust Interest" shall mean each of a Secured Note and the Owner Interest.

SECTION 1.02. Reference to Lease. For all the purposes of this Indenture the following terms shall have the meanings defined in the Lease: "Basic Rent", "Basic Term", "Basic Term Commencement Date", "Business Day", "Capitalized Expenses", "Certificate of Acceptance", "Depreciation Adjustment Date", "Equipment", "Equipment Cost", "Event of Loss", "Interim Rent", "Interim Term", "Item", "Lease Payment Dates", "Lease Periods", "Lease Supplement", "Lessor's Net Return", "Liens", "Operative Documents", "Owner's Net Return", "Renewal Term", "Rent", "Rent Differential", "Special Rent", "Stipulated Loss Value", "Supplemental Payments", "Term" and "Termination Value".

SECTION 1.03. Reference to Participation Agreement. For all the purposes of this Indenture the following terms shall have the meanings defined in the Participation Agreement: "Bill of Sale", "Closing Date", "Delivery Date", "Drawdown Date" and "Drawdown Notice".

ARTICLE II

FLOATING RATE NOTES

SECTION 2.01. Form of Floating Rate Notes. (a) The Floating Rate Notes shall each be substantially in the form set forth below:

[FORM OF FLOATING RATE NOTE]

REGISTERED NO.

THE CONNECTICUT BANK AND TRUST COMPANY,
AS TRUSTEE UNDER TRUST AGREEMENT DATED AS OF JANUARY 1, 1981

FLOATING RATE NOTE DUE 1999

(HOOSIER ENERGY TRUST NO. 81-1)

The Connecticut Bank and Trust Company, a Connecticut banking corporation, not individually but solely as trustee (the "Owner Trustee") under that certain Trust Agreement dated as of January 1, 1981 (the "Trust Agreement") between the "Owner" referred to therein and the Owner Trustee, hereby promises to pay to _____, or registered assigns, (i) the principal sum of _____ Dollars (\$ _____), together with interest on the unpaid balance thereof from the date of this Floating Rate Note until paid at the rate per annum of (i) 15-1/2% until April 1, 1982, (ii) thereafter until April 1, 1984, the Prime Rate plus 1% and (iii) thereafter, the Prime Rate plus 3%. With respect to overdue principal and overdue interest, interest shall be paid at such higher rate, not in excess of 17-1/2 percentum per annum until April 1, 1982 and thereafter 1 percentum per annum

in excess of the rate otherwise payable in respect hereof on any part of the principal hereof or interest hereon not paid when due for any period during which the same shall be overdue, as shall be the highest rate a borrower such as the Owner Trustee may pay by law on any overdue principal and (to the extent permitted by applicable law) overdue interest from the due date thereof, payable on demand. For purposes hereof, the term "Prime Rate" shall mean the rate of interest publicly announced by Merchants National Bank & Trust Company of Indianapolis on the first Business Day of each month as its best rate for 90-day unsecured loans to its most credit-worthy commercial customers. All payments of interest hereon shall be computed on the basis of the actual days elapsed and a 360-day year and as if the Prime Rate for each month were in effect for the whole of such month.

Principal and interest hereon are payable in arrears as follows: (a) on April 1, 1981, amounts equal to interest only accrued hereon for the period from the date hereof to and including March 31, 1981, and (b) thereafter on the first day of April and the first day of October in each year, commencing October 1, 1981, and ending April 1, 1999, in thirty-six consecutive semiannual installments of principal and interest, each payment on account of principal in the percentage of the original principal amount, after deducting any prepayments pursuant to Section 6.02 of the Indenture (as defined below) as provided in Section 2.02 thereof, of this Floating Rate Note as set forth below:

<u>Payment Date</u>	<u>Percentage</u>	<u>Payment Date</u>	<u>Percentage</u>
October 1, 1981	.566106	October 1, 1990	2.169745
April 1, 1982	.609979	April 1, 1991	2.337901
October 1, 1982	.657253	October 1, 1991	2.519088
April 1, 1983	.708190	April 1, 1992	2.714317
October 1, 1983	.763074	October 1, 1992	2.924677
April 1, 1984	.822213	April 1, 1993	3.151339
October 1, 1984	.885934	October 1, 1993	3.395568
April 1, 1985	.954594	April 1, 1994	3.658725
October 1, 1985	1.028575	October 1, 1994	3.942276
April 1, 1986	1.108290	April 1, 1995	4.247802
October 1, 1986	1.194182	October 1, 1995	4.577007
April 1, 1987	1.286731	April 1, 1996	4.931725
October 1, 1987	1.386453	October 1, 1996	5.313934
April 1, 1988	1.493903	April 1, 1997	5.725764
October 1, 1988	1.609680	October 1, 1997	6.169510
April 1, 1989	1.734431	April 1, 1998	6.647647
October 1, 1989	1.868849	October 1, 1998	7.162840
April 1, 1990	2.013685	April 1, 1999	7.718013

and each payment of interest computed for the period from October 1 to and including March 31, or the period from April 1 to and including September 30, as the case may be, provided, that the last

such installment shall be in an amount sufficient to discharge in full the accrued interest on, and unpaid principal of, this Floating Rate Note.

All payments of principal and interest to be made by the Owner Trustee hereunder and under the Trust Indenture and Security Agreement dated as of January 1, 1981 (herein called the "Indenture", the defined terms therein, not otherwise defined herein, being used herein with the same meanings), between the Owner and Merchants National Bank & Trust Company of Indianapolis, as Security Trustee thereunder, (herein referred to, with its successors and assigns, as the "Security Trustee"), shall be made only from the income and proceeds from the Trust Indenture Estate and only to the extent that the Security Trustee shall have sufficient income or proceeds from the Trust Indenture Estate to make such payments in accordance with the terms of Article VI or Article VIII of the Indenture; and each holder hereof, by its acceptance of this Floating Rate Note, agrees that it will look solely to the income and proceeds from the Trust Indenture Estate to the extent available for distribution to the holder hereof as provided in the Indenture and that neither the Owner, nor any parent, subsidiary, affiliate, officer, director, shareholder or employee of the Owner, nor the Owner Trustee, nor the Security Trustee shall be personally liable to the holder hereof for any amounts payable under this Floating Rate Note or the Indenture, or, except as provided in the Indenture with respect to the Owner Trustee or Security Trustee, or as provided in Section 8.03(b) of the Indenture with respect to the Owner, for any liability under the Indenture.

The Floating Rate Notes are issuable only as registered Notes in the denominations of \$50,000 or any amount greater than \$50,000. As provided in the Indenture, and subject to certain limitations therein set forth, the transfer or exchange of this Floating Rate Note may be registered on the register maintained therefor by the Security Trustee at its Corporate Trust Office.

The Owner Trustee and the Security Trustee may deem and treat the person in whose name this Floating Rate Note shall have been issued and registered as the absolute owner and holder hereof for the purpose of receiving payment of all amounts payable by the Owner Trustee with respect to this Floating Rate Note and for all other purposes, and neither the Owner Trustee nor the Security Trustee shall be affected by any notice to the contrary.

Each holder hereof by its acceptance of this Floating Rate Note agrees that, except as otherwise provided in Article VIII of the Indenture, each payment received by it hereunder shall be applied, first, to the payment of accrued interest on this Floating Rate Note to the date of such payment and second, to the payment of the principal amount of this Floating Rate Note then due and third,

the balance, if any, remaining thereafter, to the payment of the principal amount of this Floating Rate Note remaining unpaid.

This Floating Rate Note is one of the Floating Rate Notes referred to in the Indenture issued by the Owner Trustee pursuant to the terms of 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 Floating Rate Note and of the rights of the holders of, and the nature and extent of the security for, the other Floating Rate Notes and of certain rights of the Owner, including the right to purchase the Floating Rate Notes as contemplated by Article VIII of the Indenture, 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 each holder hereof agrees by its acceptance of this Floating Rate Note.

This Floating Rate Note is not subject to prepayment except as contemplated by Articles VI, VII and VIII of the Indenture, and in such instances there shall not be a prepayment fee or penalty.

Upon the occurrence of an Event of Default under and as specified in the Indenture, the unpaid principal hereof and the interest accrued and unpaid thereon may, under certain circumstances specified in the Indenture, by declaration, become forthwith due and payable, which declaration may thereafter be rescinded under certain circumstances specified in the Indenture, by declaration.

Unless the certificate of authentication hereon has been executed by or on behalf of the Security 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 Floating Rate Note to be executed in its corporate name by one of its authorized officers as of the date hereof.

Dated:

THE CONNECTICUT BANK AND TRUST
COMPANY, not individually but solely
as Trustee of Hoosier Energy Trust No. 81-1

By _____
Authorized Officer

[FORM OF SECURITY TRUSTEE'S CERTIFICATE OF AUTHENTICAT-
ION]

This is one of the Floating Rate Notes referred to in the within mentioned Indenture.

MERCHANTS NATIONAL BANK & TRUST
COMPANY OF INDIANAPOLIS, as Security Trustee

By _____
Authorized Officer

SECTION 2.02. Terms of Floating Rate Notes. Upon receipt from the Security Trustee of funds of the type and in the amount to be loaned to the Owner Trustee by the Lender on the Closing Date pursuant to Section 2 of the Participation Agreement, the Owner Trustee shall deliver to such Lender, and the Security Trustee shall authenticate, one or more duly executed Floating Rate Notes, dated such Closing Date, in aggregate amount equal to the amount so loaned by such Lender. The Floating Rate Notes so delivered to such Lender on such Closing Date shall be in such denominations (which shall be \$50,000 or any amount greater than \$50,000) and issued and registered in such names as such Lender or its special counsel may specify by written notice to the Owner Trustee at least one Business Day prior to such Closing Date and, in the absence of such specifications, one Floating Rate Note shall be registered in the name of such Lender. Each Floating Rate Note shall bear interest on the principal amount thereof from time to time outstanding from the date thereof until paid at the rate per annum of (i) 15-1/2% until April 1, 1982, (ii) thereafter until April 1, 1984, the Prime Rate plus 1% and (iii) thereafter, the Prime Rate plus 3%. Each Floating Rate Note shall bear interest (computed on the basis of actual days elapsed and a 360-day year) at such higher rate, not in excess of 17-1/2 percentum per annum until April 1, 1982 and thereafter 1 percentum per annum in excess of the rate otherwise payable in respect hereof on any part of the principal hereof or interest hereon not paid when due for any period during which the same shall be overdue, as shall be the highest rate a borrower such as the Owner Trustee may pay by law, on any part of principal and, to the extent permitted by applicable law, interest not paid when due for any period during which the same shall be overdue. For purposes hereof, the term "Prime Rate" shall mean the rate of interest publicly announced by Merchants National Bank & Trust Company of Indianapolis on the first business day of each month as its best rate for 90-day unsecured loans to its most credit-worthy commercial customers. All payments of interest thereon shall be computed on the basis of actual days elapsed and a 360-day year and as if the Prime Rate for each month were in effect for the whole of such month.

Interest only shall be payable on April 1, 1981, for the period from the date of issuance of each Floating Rate Note to and including March 31, 1981. Thereafter, the principal of and interest on each Floating Rate Note shall be payable in arrears on

the first day of April and the first day of October each year in 36 consecutive semiannual installments of principal and interest, each payment on account of principal in the percentage of the original principal amount, after deducting any prepayments pursuant to Section 6.02 hereof as provided below, of such Floating Rate Note as set forth below:

<u>Payment Date</u>	<u>Percentage</u>	<u>Payment Date</u>	<u>Percentage</u>
October 1, 1981	.566106	October 1, 1990	2.169745
April 1, 1982	.609979	April 1, 1991	2.337901
October 1, 1982	.657253	October 1, 1991	2.519088
April 1, 1983	.708190	April 1, 1992	2.714317
October 1, 1983	.763074	October 1, 1992	2.924677
April 1, 1984	.822213	April 1, 1993	3.151339
October 1, 1984	.885934	October 1, 1993	3.395568
April 1, 1985	.954594	April 1, 1994	3.658725
October 1, 1985	1.028575	October 1, 1994	3.942276
April 1, 1986	1.108290	April 1, 1995	4.247802
October 1, 1986	1.194182	October 1, 1995	4.577007
April 1, 1987	1.286731	April 1, 1996	4.931725
October 1, 1987	1.386453	October 1, 1996	5.313934
April 1, 1988	1.493903	April 1, 1997	5.725764
October 1, 1988	1.609680	October 1, 1997	6.169510
April 1, 1989	1.734431	April 1, 1998	6.647647
October 1, 1989	1.868849	October 1, 1998	7.162840
April 1, 1990	2.013685	April 1, 1999	7.718013

and each payment of interest computed for the period from October 1 to and including March 31, or the period from April 1 to and including September 30, as the case may be, except that the last such installment shall be in an amount sufficient to discharge the accrued interest on, and unpaid principal of, such Floating Rate Note. In determining the reduction in original principal amount hereunder in the event of a prepayment pursuant to Section 6.02 hereof, the original principal amount of each Floating Rate Note shall be reduced by an amount equal to the product of multiplying the original principal amount of such Floating Rate Note by the Section 6.02 Fraction as defined in such section. The holder of each Floating Rate Note, by its acceptance thereof, agrees to note the amount of any such reduction of the original principal amount of such Floating Rate Note pursuant to this Section 2.02 on the face of such Floating Rate Note before transferring the same, or to surrender such Floating Rate Note for notation pursuant to Section 7.04 hereof.

The Floating Rate Notes shall be limited in original aggregate principal amount to \$3,000,000.

ARTICLE III

ESCROW FUND; PAYMENTS FROM ESCROW FUND WITH RESPECT TO EQUIPMENT

SECTION 3.01 Escrow Fund; Payments.

(a) Upon receipt by the Security Trustee of the funds to be loaned to the Owner Trustee by the Lender on the Closing Date pursuant to Section 2 of the Participation Agreement, the Security Trustee shall place such funds in a trust fund to be established hereunder (hereinafter called the "Escrow Fund"). Throughout the term of this Agreement, only the Security Trustee and the Owner Trustee shall have the right to withdraw or order a transfer of funds from the Escrow Fund, and the Owner Trustee hereby appoints the Security Trustee the true and lawful attorney of the Owner Trustee, with full power of substitution for the purpose of making any such withdrawal or ordering any such transfer of funds from the Escrow Fund, which appointment is coupled with an interest and is irrevocable.

(b) Subject to the provisions of this Section, it is understood that so long as no Default or Event of Default shall have occurred and then be continuing, any money held as part of the Escrow Fund shall be invested and reinvested by the Security Trustee in Investment Securities in accordance with written instructions received from the Lessee. Any such investments shall be held by or under the control of the Security Trustee and shall be deemed at all times a part of the Escrow Fund. The interest received thereon and any profit realized from such investments (herein collectively called "Escrow Gains") shall be credited to the Escrow Fund, and any loss resulting from such investments shall be charged to the Escrow Fund. Any Escrow Gains shall be held by the Security Trustee and applied to the payment of interest on the Secured Notes, as provided in Section 6.01 hereof, and to the extent not needed to pay interest on the Basic Term Commencement Date shall be paid by the Security Trustee as provided in Section 3.07 hereof. The Security Trustee acknowledges and agrees that neither the Owner Trustee nor the Owner shall have any liability for any loss resulting from investment of money held in the Escrow Fund. The Security Trustee shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in the Escrow Fund is insufficient to fund a Drawdown Notice or is needed to pay interest on the Secured Notes in accordance with Section 6.01 hereof. Within 15 days after the end of each calendar month after the first payment into the Escrow Fund, the Security Trustee shall mail to the Lessee and the Owner a copy of a written report of the earnings and losses, if any, on such investments during the preceding 30-day period.

(c) Subject to the provisions of this Section and Section 3.03 hereof, from time to time, upon delivery to the

Security Trustee of a Drawdown Notice, the Security Trustee shall pay to the Owner Trustee, on the Drawdown Date specified in such Drawdown Notice from the amounts held by it in the Escrow Fund (other than Escrow Gains), as specified in such Drawdown Notice, the amount specified in such Drawdown Notice to be paid by the Security Trustee to the Owner Trustee.

SECTION 3.02. Conditions Precedent to Obligations of the Security Trustee to Disburse. The obligation of the Security Trustee to make payments in respect of Equipment Cost, Capitalized Expenses or an adjustment of the percentage of Equipment Cost financed with the proceeds of the Notes as are specified by the Lessee in the Drawdown Notice given in respect of such Drawdown Date, shall be subject to the conditions set forth in the Participation Agreement.

SECTION 3.03 Drawdown Conditions. The Security Trustee shall not pay out any sums from the Escrow Fund (other than Escrow Gains pursuant to Section 6.01 hereof) during the time a Default or an Event of Default has occurred and is continuing and unless and until the conditions referred to in the Participation Agreement shall have been fulfilled or waived to the satisfaction of the Security Trustee.

SECTION 3.04. Failure of Section 3.03 Requirements. In the event that (i) any of the requirements of Section 3.03 hereof with respect to any Drawdown have not been satisfied by the close of business on such Drawdown Date, (ii) the Security Trustee has not been directed in writing pursuant to Section 3.05 hereof by each Lender to waive all such unsatisfied requirements, and (iii) the Security Trustee, the Owner Trustee and the Owner have each received notice from a Majority in Interest of Lenders to the effect that such requirements cannot be satisfied in the future, the Security Trustee shall, on the Basic Term Commencement Date, and in accordance with Articles VI and VII hereof, apply sums then remaining in the Escrow Fund (excluding Escrow Gains) to the prepayment of a principal amount of Secured Notes determined pursuant to Section 6.02(a) hereof.

SECTION 3.05. Waiver of Section 3.03 Requirements. Upon receipt by the Security Trustee prior to the close of business on any Drawdown Date of the written direction of each Lender to waive all unsatisfied requirements of Section 3.03 hereof with respect to such Drawdown Date, the Security Trustee shall waive such requirements and as soon thereafter as practicable make the payment provided for in Section 3.01(c) hereof with respect to such Drawdown Date as though all applicable requirements of Section 3.03 hereof had been met.

SECTION 3.06. Prepayment of Secured Notes from Excess Funds; Payment of Balance. If after payment in full of all amounts payable by the Security Trustee in respect of all Drawdown Notices

and in respect of any prepayment required by Section 3.04 hereof, funds shall remain in the Escrow Fund (excluding Escrow Gains) then on the Basic Term Commencement Date there shall be a prepayment of Secured Notes in accordance with Articles VI and VII hereof in a principal amount equal to the amount originally deposited in the Escrow Fund reduced by the aggregate of amounts disbursed from the Escrow Fund and applied toward Equipment Cost. Pending such application, any amounts remaining in the Escrow Fund shall be held by the Security Trustee.

SECTION 3.07. Payment to Lessee of Escrow Gains. So long as no Default or Event of Default has occurred and is continuing and there has been no loss of any portion of the Escrow Fund, the Security Trustee shall, promptly on the Basic Term Commencement Date pay directly to the Lessee at its address set forth in the Participation Agreement (or otherwise as the Lessee may notify the Security Trustee), the full amount of all Escrow Gains realized, less any amounts credited against the Lessee's obligations to pay Interim Rent pursuant to Section 3 of the Lease. If a Default or an Event of Default shall have occurred and be continuing, the Escrow Gains shall be applied as provided in Sections 6.01 or 6.03 hereof.

ARTICLE IV

REPLACEMENT NOTES

SECTION 4.01. Issuance of Replacement Notes. Subsequent to the issuance of the Floating Rate Notes, at the request, or with the consent, of the Lessee, one or more series of Replacement Notes may from time to time be issued by the Owner Trustee under any indenture or indentures supplemental hereto either for the purpose of paying or prepaying in full to the extent then outstanding the Floating Rate Notes or the then outstanding Replacement Notes; provided, however, that, until payment in full of the principal of and interest on the Floating Rate Notes, Replacement Notes may only be issued to pay or prepay in full the Floating Rate Notes.

SECTION 4.02. Method of Issuance. Replacement Notes permitted to be issued pursuant to Section 4.01 may be issued at any time and from time to time upon the satisfaction of all of the provisions and conditions of this Article IV. Such Replacement Notes shall be in whatever form and denomination, be of whatever tenor, be fully registered or registrable as to principal or in bearer form, be payable in installments, mature at such dates before, at or after the maturity of any other Secured Notes, be payable at such time or times and at such place or places, bear interest at such rate or rates (whether fixed or floating) provide for such redemption prior to maturity with or without premium on whatever terms or prices, be evidenced in whatever manner and

contain other provisions not inconsistent with this Indenture, all as may then be approved by the Owner and the Lessee and permitted by law and as shall be provided in the respective indentures supplemental hereto under which such Replacement Notes shall be authorized to be issued.

SECTION 4.03 Conditions to Issuance of Replacement Notes. The Owner Trustee may execute and issue Replacement Notes under this Article IV (and the Security Trustee shall thereupon authenticate such Replacement Notes and deliver the same to or upon the order of the Owner Trustee); provided, however, that prior to such delivery there shall be delivered to the Owner, the Owner Trustee and the Security Trustee in form and substance acceptable to the Owner, the Owner Trustee, and the Security Trustee:

(a) an executed counterpart of an amendment or supplement to this Indenture (i) providing for the issuance by the Owner Trustee of the requisite amount of Replacement Notes, (ii) providing (A) for the extension of the security interest created by this Indenture to cover such Replacement Notes and (B) for the security interest created by this Indenture to secure ratably the holders of such Replacement Notes, and (iii) providing that payments received under the amended Lease referred to in subparagraph (c) below and payable hereunder to the holders of the Replacement Notes shall be applied ratably with respect to such Replacement Notes;

(b) unless such is already the case, an executed counterpart of an amendment to the Lease effectively adjusting Basic Rent and Supplemental Payments (whether designated as Stipulated Loss Value, Termination Value or otherwise) to an amount at least sufficient to pay, as and when the same mature or become due, the principal of and interest and premium, if any, on all such Replacement Notes and on any other Replacement Notes remaining outstanding;

(c) an executed counterpart of a Subsequent Participation Agreement, or of an amendment to the Participation Agreement, providing for the issuance of such Replacement Notes, together with such certificates, opinions of counsel and other documents as may be required by such Subsequent Participation Agreement or amendment as a condition to the issuance of such Replacement Notes;

(d) the receipt by the Owner Trustee of proceeds from the sale of the Replacement Notes in an amount at least equal to the principal amount of such Replacement Notes, which moneys shall be tendered by the Owner Trustee to the Security Trustee for payment or prepayment of the Floating Rate Notes or such other Replacement Notes, together with unpaid interest, then due thereon, to be prepaid out of the proceeds of such Replacement Notes; provided, however, that such moneys shall be at least sufficient to

pay on the Interest Payment Date when due the full amount of principal of and interest on all Floating Rate Notes then outstanding. If such proceeds shall be tendered prior to the date fixed for retirement of all Floating Rate Notes, such proceeds shall be held by the Security Trustee for the sole benefit of holders of Floating Rate Notes ratably and deposited in obligations of the United States of America maturing on or before the date fixed for retirement.

(e) evidence satisfactory to the Security Trustee as to satisfaction of the conditions set forth in this Section 4.03, including the due payment or prepayment in full of the principal amount of such other Secured Notes to be paid or prepaid; and

(f) an opinion of counsel, addressed to the Owner, the Owner Trustee and the Security Trustee, and satisfactory in scope and substance to special counsel to the Lender, counsel to the Owner Trustee and counsel to the Owner, to the effect that all the conditions to the issuance of such Replacement Notes set forth in this Section 4.03 have been satisfied.

ARTICLE V

THE SECURED NOTES

SECTION 5.01. Payments from Trust Indenture Estate Only.

All payments to be made by the Owner Trustee or the Security Trustee under all Secured Notes and under this Indenture shall be made only from the income and the proceeds from the Trust Indenture Estate and only to the extent that the Security Trustee shall have sufficient income or proceeds from the Trust Indenture Estate to make such payments in accordance with Article VI or Article VII hereof. Each holder of a Secured Note, by its acceptance of such Secured Note, agrees that it will look solely to the income and proceeds from the Trust Indenture Estate to the extent available for distribution to such holder as herein provided and that neither the Owner, nor any parent, subsidiary, affiliate, officer, director, shareholder or employee of the Owner, nor the Owner Trustee, nor the Security Trustee shall be personally liable to the holder of any Secured Note for any amounts payable under any Secured Note or this Indenture or, except as provided in this Indenture with respect to the Owner Trustee or Security Trustee, or as provided in Section 8.03(b) of this Indenture with respect to the Owner, for any liability under this Indenture.

SECTION 5.02. Method of Payment. The principal of and interest on each Secured Note will be payable at the office of the Security Trustee at its Corporate Trust office in immediately

available funds. Notwithstanding the foregoing or any provision in any Secured Note to the contrary, the Security Trustee will pay, if so requested by the holder of any Secured Note by written notice given to the Security Trustee at any time (but not less than five Business Days before any payment hereunder), all amounts (other than the final payment with respect to any Secured Note) payable by the Security Trustee to such holder either (i) by transferring the amount to be distributed to such holder by wire of immediately available funds to such bank in the United States, including a Federal Reserve Bank, as shall have been specified in such notice, for credit to the account of such holder maintained at such bank, (ii) by making a draft in immediately available funds available to such holder, at such address as such holder shall have specified in such notice, in either case without any presentment or surrender of any Secured Note, or (iii) by any other method requested by such holder which is acceptable to the Security Trustee. In the case of any partial prepayment of the principal of any Secured Note, the amount of such payment shall be noted on the face of such Secured Note in accordance with Section 2.02 hereof or such Secured Note may be surrendered to the Security Trustee for notation of payment pursuant to Section 7.04 hereof. In the case of the final payment with respect to any Secured Note, such Secured Note shall be surrendered to the Security Trustee for cancellation. The Owner Trustee and the Security Trustee may deem and treat the person in whose name any Secured Note shall have been issued and registered as the absolute owner and holder of such Secured Note for the purpose of receiving payment of all amounts payable by the Owner Trustee with respect to such Secured Note and for all other purposes, and neither the Owner Trustee nor the Security Trustee shall be affected by any notice to the contrary.

SECTION 5.03. Termination of Interest in Trust Indenture Estate. A holder of a Secured Note shall have no further interest in, or other right with respect to, the Trust Indenture Estate when and if the principal of and interest on all Secured Notes held by such holder and all other sums payable to such holder hereunder and under such Secured Notes shall have been paid in full.

SECTION 5.04. Registration of Secured Notes; Registration of Transfer and Exchange. The Security Trustee shall maintain at its office a register for the purpose of registering transfers and exchanges of Secured Notes. A holder of a Secured Note intending to transfer any of the outstanding Secured Notes held by such holder to a new payee, or to exchange any of such outstanding Secured Notes for new Secured Notes of authorized denominations, shall surrender such outstanding Secured Note or Secured Notes at the Corporate Trust Office of the Security Trustee, together with a written request from such holder for the issuance of a new Secured Note or Secured Notes, specifying the name, address and social security number or employer identification number, if any, of the new payee or payees. If required by the Owner or the Security Trustee, the Secured Note or Secured Notes so surrendered shall be

duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Owner or the Security Trustee duly executed by such holder or his duly authorized attorney. Promptly upon receipt of such documents and the written representation and warranty of each new payee that such payee is acquiring the Secured Note or Secured Notes for investment and not with a view to the resale or distribution thereof, and that if such payee should in the future decide to dispose of such Secured Note or Secured Notes, such payee understands that it may do so only in compliance with, or pursuant to an exemption from, the registration requirements of the Securities Act of 1933, the Security Trustee will cause the Owner Trustee to execute and the Security Trustee will authenticate and deliver a new Secured Note or Secured Notes of the same type in the same aggregate original face amount and dated the same date or dates as the Secured Note or Secured Notes surrendered, and in such denominations and registered in the name of and payable to the order of such payee or payees as shall be specified in the written request from such holder; provided that, if more than one new Secured Note is to be issued upon a transfer or exchange of an outstanding Secured Note, the denomination of each such new Secured Note shall be not less than \$50,000 (except for any required balance pieces). The Security Trustee shall make a notation on each new Secured Note of the amount of all payments of principal previously made on the old Secured Note or Notes with respect to which such new Secured Note is issued and the date to which interest on such old Secured Note or Notes has been paid. The Security Trustee shall not be required to transfer or exchange any surrendered Secured Note as above provided during the period of five Business Days preceding the due date of any payment of such Secured Note.

SECTION 5.05. Mutilated, Destroyed, Lost or Stolen Secured Notes. If any Secured Note shall become mutilated, destroyed, lost or stolen, the Security Trustee shall, upon the written request of the holder of such Secured Note, cause the Owner Trustee to execute, and the Security Trustee shall authenticate and deliver to such holder, in replacement thereof, a new Secured Note of the same type in the same face amount and dated the same date as the Secured Note so mutilated, destroyed, lost or stolen, appropriately annotated to reflect the amount of all payments of principal previously made on the old Secured Note or Notes with respect to which such new Secured Note is issued and the date to which interest on such old Secured Note or Notes has been paid. If the Secured Note being replaced has become mutilated, such Secured Note shall be surrendered to the Security Trustee. If the Secured Note being replaced has been destroyed, lost or stolen, the holder of such Secured Note shall furnish to the Security Trustee and the Owner Trustee such security or indemnity as may be required by them to save each of them harmless and evidence satisfactory to the Security Trustee and the Owner Trustee of the destruction, loss or theft of such Secured Note and the ownership thereof; provided, however, that if the holder of such Secured Note is an original

party to the Participation Agreement, the written undertaking of such holder delivered to the Security Trustee and the Owner Trustee shall be sufficient security and indemnity.

SECTION 5.06. Payment of Expenses on Transfer. Upon the issuance of a new Secured Note or Secured Notes pursuant to Section 5.04 or 5.05 hereof, the Owner or the Security Trustee may require from the Lessee payment of a sum sufficient to reimburse the Owner Trustee and the Security Trustee for, or to provide funds for, the payment of any tax or other governmental charge or any charges and expenses connected with such tax or other governmental charge paid or payable by the Owner Trustee or the Security Trustee in connection with such issuance.

SECTION 5.07. Cancellation of Secured Notes. All Secured Notes surrendered for payment, redemption, registration of transfer, or exchange shall, if surrendered to any person other than the Security Trustee, be delivered to the Security Trustee and shall be promptly cancelled by it. The Owner Trustee may at any time deliver to the Security Trustee for cancellation any Secured Notes previously authenticated and delivered hereunder, Secured Notes which the Owner Trustee may have acquired in any manner whatsoever, and all Secured Notes so delivered shall be promptly cancelled by the Security Trustee. No Secured Notes shall be authenticated in lieu of or in exchange for any Secured Notes cancelled as provided in this Section, except as expressly permitted by this Indenture. The Security Trustee shall destroy all cancelled Secured Notes.

ARTICLE VI

RECEIPT, DISTRIBUTION AND APPLICATION OF INCOME FROM THE TRUST INDENTURE ESTATE

SECTION 6.01. Rent; Escrow Gains. Except as otherwise provided in Section 6.03 hereof:

(a) On April 1, 1981, the Security Trustee shall, to the extent possible, pay to the holders of all outstanding Secured Notes ratably out of Escrow Gains Available in the proportion that the amount of interest then due under each such Secured Note bears to the aggregate amount of interest then due under all such Secured Notes, an amount equal to the interest to be paid on such date on such Secured Notes. The Interim Rent for the Interim Term, as well as any interest on overdue installments of such Interim Rent, received by the Security Trustee shall be distributed by the Security Trustee on the date on which such payment is due from the Lessee (or as soon thereafter as such payment shall be received by the Security Trustee) in the following order of priority: first, so much of such payment as shall be required to pay in full the interest (including interest on overdue principal or interest) then due under all outstanding Secured Notes (after taking into account the application of Escrow Gains Available to pay interest on Secured Notes in accordance with the first sentence of this Section 6.01(a)) shall be distributed to the

holders of such Secured Notes ratably, in the proportion that the amount of interest then due under each such Secured Note bears to the aggregate amount of interest then due under all such Secured Notes; and second, subject to the provisions of Section 6.06 hereof, the balance, if any, of such payment remaining thereafter shall be distributed to the Owner Trustee for payment to the Owner, provided that the Security Trustee shall make such payment directly to the Owner upon the written instructions of the Owner Trustee.

(b) Each of the 36 payments of Basic Rent for the Basic Term, as well as any interest on overdue installments of such Basic Rent, received by the Security Trustee shall be distributed by the Security Trustee on the date on which such payment is due from the Lessee (or as soon thereafter as such payment shall be received by the Security Trustee) in the following order of priority: first, so much of such payment as shall be required to pay in full the interest (including interest on overdue principal or interest) then due under all outstanding Secured Notes shall be distributed to the holders of such Secured Notes ratably, in the proportion that the amount of interest then due under each such Secured Note bears to the aggregate amount of interest then due under all such Secured Notes; second, so much of such payment as shall be required to pay in full the aggregate principal amount then due under all outstanding Secured Notes shall be distributed to the holders of such Secured Notes ratably, in the proportion that the principal amount then due under each such Secured Note bears to the aggregate principal amount then due under all such Secured Notes; and third, subject to the provisions of Section 6.06 hereof, the balance, if any, of such payment remaining thereafter shall be distributed to the Owner Trustee for payment to the Owner, provided that the Security Trustee shall make such payment directly to the Owner upon the written instructions of the Owner Trustee.

SECTION 6.02. Prepayments. Except as otherwise provided in Section 6.03 hereof:

(a) If the Security Trustee shall be required pursuant to Section 3.04 hereof to prepay Secured Notes, it shall cause to be prepaid, (from the amount remaining in the Escrow Fund excluding Escrow Gains) without premium, in accordance with and subject to the provisions of Article VII hereof, on the Basic Term Commencement Date, Secured Notes in an aggregate principal amount equal to the total amount to have been made available by the Security Trustee pursuant to the Drawdown Notice or Notices relating to the Drawdown Date or Dates with respect to which the requirements of Section 3.03 hereof were not satisfied or waived, together with interest accrued on the principal amount prepaid to the date of prepayment.

(b) If the Security Trustee shall be required pursuant to Section 3.06 hereof to prepay Secured Notes, it shall cause to be prepaid, without premium, in accordance with and subject to the provisions of Article VII hereof, on the Basic Term Commencement Date, the principal amount of Secured Notes then outstanding which may be redeemed with the full amount of the sums remaining in the Escrow Fund (excluding Escrow Gains), together with interest accrued on the principal amount prepaid to the date of prepayment.

(c) If the Owner Trustee and the Owner deliver to the Security Trustee notice that the Owner has arranged, at the request or with the consent of the Lessee, to refund all the outstanding Floating Rate Notes by the issuance of Replacement Notes in accordance with Article IV of this Indenture, the Security Trustee shall cause to be prepaid, without premium, in accordance with and subject to the provisions of Article VII hereof, on the next Interest Payment Date (provided that such Interest Payment Date is at least 30 days after to the giving of such notice), all Floating Rate Notes then outstanding under this Indenture, together with interest accrued on the principal amount thereof to the date of prepayment.

(d) If the Owner Trustee delivers to the Security Trustee on or prior to the Basic Term Commencement Date notice that, as a result of an adjustment in Rent pursuant to the provisions of Section 3(f)(I) of the Lease, the Owner Trustee wishes to prepay Floating Rate Notes in an amount required to minimize the percentage used to compute Basic Rent while maintaining the Owner's Net Return, the Security Trustee shall cause to be prepaid, without premium, in accordance with and subject to the provisions of Article VII hereof, on the next Interest Payment Date, Floating Rate Notes in an aggregate principal amount equal to the amount specified in such notice from the Owner Trustee, together with interest accrued on the principal amount prepaid to the date of repayment. Any such notice from the Owner Trustee shall be accompanied by an irrevocable commitment of the Owner to provide funds on such Interest Payment Date in an amount sufficient to pay the full amount of principal of Secured Notes to be redeemed on such date. In the event of any such prepayment pursuant to this subparagraph (d), the prepayment schedule specified in the form of Floating Rate Notes and Section 2.02 hereof shall be recalculated in order to minimize the percentage used to compute Basic Rent while maintaining the Owner's Net Return; provided, however, that the remaining weighted average life of the Floating Rate Notes as set forth herein may not be increased by more than one year without the consent of all holders of Floating Rate Notes.

(e) If the Owner Trustee delivers to the Security Trustee 60 days prior to the Depreciation Adjustment Date notice that, as a result of an adjustment in Rent pursuant to the provisions of Section 3(f)(II) of the Lease, the Owner Trustee wishes to prepay Floating Rate Notes in an amount required to minimize the percentage used to compute Basic Rent while maintaining the Owner's Net Return, the Security Trustee shall cause to be prepaid, without premium, in accordance with and subject to the provisions of Article VII hereof, on the next Interest Payment Date, Floating Rate Notes in an aggregate principal amount equal to the amount specified in such notice from the Owner Trustee, together with interest accrued on the principal amount prepaid to the date of repayment. Any such notice from the

Owner Trustee shall be accompanied by an irrevocable commitment of the Owner to provide funds on such Interest Payment Date in an amount sufficient to pay the full amount of principal of Secured Notes to be redeemed on such date. In the event of any such prepayment pursuant to this subparagraph (e), the prepayment schedule specified in the form of Floating Rate Notes and Section 2.02 hereof shall be recalculated in order to minimize the percentage used to compute Basic Rent while maintaining the Owner's Net Return; provided, however, that the remaining weighted average life of the Floating Rate Notes as set forth herein may not be increased by more than one year without the consent of all holders of Floating Rate Notes.

(f) If the Owner Trustee delivers to the Security Trustee (i) notice duly delivered by the Lessee to the Owner Trustee of an Event of Loss with respect to an Item of Equipment pursuant to Section 11 of the Lease, or (ii) notice duly delivered by the Lessee to the Owner Trustee of a termination of the Lease pursuant to Section 10 of the Lease, the Security Trustee shall cause to be prepaid, without premium, in accordance with and subject to the provisions of Article VII hereof, on (x) the date on which the Stipulated Loss Value or the Termination Value, as the case may be, for such Item of Equipment is to be paid to the Owner Trustee under the Lease, or (y) if any sale pursuant to the provisions thereof is made, the termination date specified in Section 10 of the Lease, Secured Notes in an aggregate principal amount equal to the product obtained by multiplying the principal amount of Secured Notes outstanding at the time of such prepayment by a fraction (the "Section 6.02 Fraction") the numerator of which shall be the Equipment Cost of the Item or Items of Equipment affected by such event and the denominator of which shall be the aggregate Equipment Cost of all Items of Equipment at such time (including the Item or Items of Equipment affected by such event), provided that if such event and prepayment shall occur prior to the Basic Term Commencement Date, the principal amount of Secured Notes to be prepaid shall be an amount equal to the percentage of the total amount paid by the Owner Trustee pursuant to Section 4 of the Participation Agreement for or in connection with the Item or Items of Equipment affected by such event financed from funds deposited in the Escrow Fund as of the Basic Term Commencement Date. The amount paid to the Security Trustee under Section 11, or Section 10, as the case may be, of the Lease as (aa) the Stipulated Loss Value or the Termination Value, as the case may be, for an Item of Equipment (together with any amounts received by the Security Trustee under Section 11(b) or Section 12 of the Lease which are to be applied in reduction of Lessee's obligation to pay such Stipulated Loss Value or Termination Value), or (bb) the amount payable to the Security Trustee under Section 10, as the case may be, shall be distributed in the following order of priority:

first, so much of such payment or other amounts as shall be required to prepay the Secured Notes to be prepaid, together

with interest accrued on the principal amount prepaid to the date of prepayment, shall be applied to such prepayment on the date fixed for such prepayment (or as soon thereafter as the Secured Notes to be prepaid shall be surrendered to the Security Trustee in accordance with Section 7.04); and

second, subject to the provisions of Section 6.06 hereof, the balance, if any, of such payment or other amounts remaining after such prepayment or provision therefor shall be distributed on the date fixed for such prepayment to the Owner Trustee for payment to the Owner, provided that the Security Trustee shall make such payment directly to the Owner upon the written instructions of the Owner Trustee.

SECTION 6.03. Payment After an Event of Default. All payments received and amounts realized by the Security Trustee after an Event of Default shall have occurred and be continuing and after the Security Trustee has declared pursuant to Section 8.02(a) hereof the entire principal amount of the Secured Notes to be due and payable (including any amounts realized by the Security Trustee from the exercise of any remedies pursuant to Section 8.02 hereof or Section 15 of the Lease), as well as all payments or amounts then held or thereafter received by the Security Trustee as part of the Trust Indenture Estate while such Event of Default shall be continuing (except any amounts held by the Security Trustee for prepayment of Secured Notes or portions thereof which became due and payable before the Security Trustee declared the Secured Notes to be in default), and any amounts in the Escrow Fund shall be distributed forthwith by the Security Trustee in the following order of priority:

first, so much of such payments or amounts as shall be required to reimburse the Security Trustee for any tax, expense or other loss (including reasonable attorneys' fees and disbursements, which shall include attorneys' fees and disbursements on appeal) incurred by the Security Trustee (to the extent not previously reimbursed and to the extent incurred in connection with its duties as Security Trustee) and to pay the reasonable remuneration of the Security Trustee shall be distributed to the Security Trustee and so much of such payments or amounts as shall be required to reimburse any holder of a Secured Note for any expenses incurred by it hereunder shall be distributed to such holder; second, so much of such payments or amounts remaining as shall be required to pay the interest accrued to the date of distribution under all outstanding Secured Notes shall be distributed to the holders of such Secured Notes ratably, in the proportion that the amount of interest so accrued under each such Secured Note bears to the aggregate amount of interest so accrued under all such Secured Notes; third, so much of such payments or amounts remaining as shall be required to pay in full the aggregate

unpaid principal amount of all outstanding Secured Notes shall be distributed to the holders of such Secured Notes ratably, in the proportion that the unpaid principal amount of each such Secured Note bears to the aggregate unpaid principal amount of all such Secured Notes; and fourth, the balance, if any, of such payments or amounts remaining thereafter shall be distributed to the Owner Trustee for payment to the Owner, provided that the Security Trustee shall make such payment directly to the Owner upon the written instructions of the Owner Trustee.

SECTION 6.04. Application of Payments According to Lease Provisions. Except as otherwise provided in Sections 6.03 or 6.06 hereof, any payments received by the Security Trustee, provision for the application of which is made in the Lease or the Participation Agreement, shall be applied as provided in the Lease or the Participation Agreement, as the case may be.

SECTION 6.05. Other Payments. Except as otherwise provided in Sections 6.03 and 6.04 hereof:

(a) any payments received by the Security Trustee for which no provision as to the application thereof is made in the Lease or the Participation Agreement or elsewhere in this Article VI; and

(b) all payments received and amounts realized by the Security Trustee under the Lease or otherwise with respect to the Equipment (including, without limitation, all amounts realized upon the sale of the Equipment after the termination of the Lease) to the extent received or realized at any time after payment in full of the principal of, and interest on all Secured Notes has been made or duly provided for, as well as any other amount remaining as part of the Trust Indenture Estate after payment in full of the principal of, and interest on all Secured Notes has been made or duly provided for, shall be distributed by the Security Trustee in the following order of priority:

first, in the manner provided in clause "first" of Section 6.03 hereof; and

second, in the manner provided in clause "fourth" of Section 6.03 hereof.

SECTION 6.06. Distribution After a Default or an Event of Default. Anything in this Article VI to the contrary notwithstanding, after the Security Trustee shall have knowledge of a Default or an Event of Default, all amounts which are included in the Trust Indenture Estate and which, but for the provisions of this Section 6.06, would otherwise be distributed by the Security Trustee to the Owner, shall be held by the Security Trustee as part of the Trust Indenture Estate and, if such a Default or an Event of

Default or other event shall cease to be continuing prior to the time such amounts are distributed pursuant to Section 6.03 hereof, such amounts shall be distributed in accordance with Section 6.04, or if such Section is not applicable, to the Owner Trustee for payment to the Owner, provided that the Security Trustee shall make such payment directly to the Owner upon the written instructions of the Owner Trustee.

SECTION 6.07. Distribution of Any Payment with Respect to Excepted Rights. Anything in this Article VI to the contrary notwithstanding, any payment with respect to Excepted Rights received by the Security Trustee shall be distributed to the Owner, unless the Owner Trustee shall have otherwise directed by written notice to the Security Trustee.

SECTION 6.08. No Right to Recover Distributions to Owner. The Security Trustee shall have no right to demand return by the Owner or the Owner Trustee of any funds properly distributed to the Owner in accordance with this Indenture or held by the Owner Trustee for such distribution in accordance with this Indenture.

ARTICLE VII

PREPAYMENT OF SECURED NOTES

SECTION 7.01. Applicability of Article. Prepayment of Secured Notes, if required by any provision of Article VI, shall be made in accordance with such provisions and this Article VII.

SECTION 7.02. Selection of Secured Notes to Be Prepaid. If less than all of the outstanding Secured Notes are to be prepaid at any time, the Security Trustee shall select the Secured Notes or portions of Secured Notes to be prepaid in the following manner: the Security Trustee shall prorate the aggregate principal amount of Secured Notes to be prepaid among all holders of Secured Notes at the time outstanding in proportion (calculated to the nearest \$1) to the respective aggregate unpaid principal amounts of Secured Notes held by each holder and shall then, in its discretion, select for prepayment from the Secured Notes held by each holder specific Secured Notes or portions thereof. If any holder of two or more Secured Notes shall have so requested by written notice to the Security Trustee, any of such Secured Notes as shall have been specified by such holder in such notice shall be treated for purposes of this Section 7.02 as held by separate holders.

SECTION 7.03. Notice of Prepayment. Within 4 Business Days after its receipt of any of the notices with respect to events giving rise to prepayment of the Secured Notes referred to in Section 6.02 (a), (b), (c), (d) or (e), the Security Trustee shall give notice of prepayment to each holder of a Secured Note to be prepaid in whole or in part specifying the date of prepayment,

which date shall be the date specified in such notice received by the Security Trustee. Such notices shall (i) specify the provisions of the Participation Agreement or this Indenture pursuant to which such prepayment is to be made and the aggregate amount of such prepayment, (ii) if less than all outstanding Secured Notes are to be prepaid, specify the principal amount and number of each Secured Note to be prepaid, (iii) designate the date for such prepayment in accordance with this Section 7.03, and (iv) state that on said date there will become and be due and payable upon each such Secured Note, at the Corporate Trust Office of the Security Trustee, the amount of the principal thereof so specified, together with accrued interest on such specified principal amount to said date, and that from and after said date interest on such specified amount shall cease to accrue. Such written notice or notices shall be given in the manner specified in Section 13.05 hereof.

SECTION 7.04. Surrender of Secured Notes and Payment.

If notice of prepayment shall have properly been given in accordance with Section 7.03, the Secured Notes (or specified portions thereof) designated for prepayment shall become due and payable on the date and at the place specified in said notice in accordance with Section 5.02 hereof, together with interest accrued on the principal amounts to be prepaid to the prepayment date. At the option of any Lender or any affiliate thereof, the Secured Note held by such Lender or affiliate shall not be required to be surrendered to entitle such Lender or affiliate to receive interest on or principal prepayment thereof. Upon presentation and surrender of any Secured Note to be prepaid in part only, the Security Trustee will cause the Owner Trustee to note thereon, without charge to the holder thereof, the amount of such prepayment.

SECTION 7.05. Cessation of Interest. When any Secured Note or specified portion thereof shall have become due and payable as provided in Section 7.04 hereof, interest shall cease to accrue on such Secured Note or specified portion thereof on and after the due date upon receipt by the Security Trustee of immediately available funds to pay the full amount of principal and interest payable on such Secured Note or specified portion thereof.

ARTICLE VIII

REMEDIES OF THE SECURITY TRUSTEE

SECTION 8.01. Occurrence of Event of Default. Any of the following occurrences or acts shall constitute an "Event of Default" under this Indenture:

(a) Failure to pay when due any amount of principal or interest on the Secured Notes (whether or not in prepayment pursuant to the terms hereof); or

(b) An Event of Default as set forth in Section 14 of the Lease (other than an Event of Default based on the breach of one or more of any of the covenants which constitute Excepted Rights hereunder); or

(c) Default on the part of the Owner Trustee or the Owner in the due observance or performance of any covenant or agreement to be observed or performed by it for the benefit of the Lender under the Participation Agreement or hereunder and any such default shall continue unremedied for 30 days after written notice from the Security Trustee or the Lender to the Owner Trustee specifying the default and demanding the same to be remedied; or

(d) Any material representation or warranty made by the Owner Trustee or the Owner in the Participation Agreement or in any certificate or other statement furnished by the Owner Trustee or the Owner to the Security Trustee or the Lender on the Closing Date or any Delivery Date or Drawdown Date pursuant to the Participation Agreement will prove to be untrue in any material respect as of the date of the issuance or making thereof.

SECTION 8.02. Security Trustee's Rights. The Owner Trustee agrees that when any Event of Default has occurred and is continuing, the Security Trustee may, without limitation of all other rights and remedies available at law or in equity in such event, exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute.

(a) The Security Trustee may, by notice in writing to the Owner and the Owner Trustee, declare the entire unpaid balance of the Secured Notes to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable.

(b) Subject always to the existing rights, if any, of the Lessee under the Lease, the Security Trustee personally, or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take possession of the Trust Indenture Estate and to exclude the Owner Trustee wholly therefrom and having and holding the same may use, operate, manage and control the Trust Indenture Estate and to collect and receive all earnings, revenues, rents, issues, proceeds and income of the Trust Indenture Estate and every part thereof and may maintain, repair and renew the Trust Indenture Estate and make replacements, alterations, additions and improvements thereto or remove and dispose of any portion of the Trust Indenture Estate and may otherwise exercise any and all of the rights and powers of the Owner Trustee in respect thereof.

(c) Subject always to the existing rights, if any, of the Lessee under the Lease, the Security Trustee may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Owner Trustee once at least ten days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said Trust Indenture Estate, or any part thereof, or interest therein, at public auction to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Security Trustee may determine, and at any place (whether or not it be the location of the Trust Indenture Estate or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further notice, and the Security Trustee or the holder or holders of any Secured Notes, or of any interest therein, may bid and become the purchaser at any such sale.

(d) Subject always to the existing rights, if any, of the Lessee under the Lease, the Security Trustee may proceed to protect and enforce this Indenture and the Secured Notes by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted; or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Trust Indenture Estate or any part thereof, or, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other proper, legal or equitable remedy available under applicable law.

(e) Subject always to the existing rights, if any, of the Lessee under the Lease, the Security Trustee may proceed to exercise all rights, privileges and remedies of the Owner Trustee under the Lease and any other Assigned Documents and may exercise all such rights and remedies either in the name of the Security Trustee or in the name of the Owner Trustee for the use and benefit of the Security Trustee.

To the extent that it lawfully may, the Owner Trustee agrees that it will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, which may affect observance or performance of the provisions of this Indenture or the Secured Notes; nor claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of the Trust Indenture Estate or any portion thereof prior to any sale or sales thereof which may be made under or by virtue of this Article VIII; nor after any such

TRUST INDENTURE AND SECURITY AGREEMENT

Dated as of January 1, 1981

Between

THE CONNECTICUT BANK AND TRUST COMPANY

Owner Trustee,

and

MERCHANTS NATIONAL BANK & TRUST
COMPANY OF INDIANAPOLIS

Security Trustee.

HOOSIER ENERGY TRUST NO. 81-1

Filed and recorded with the Interstate Commerce Commission
pursuant to 49 U.S.C. §11303 on _____, 1981, at
_____, recordation number _____.

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SCHEDULE A DESCRIPTION OF EQUIPMENT

EXHIBIT I FORM OF INDENTURE SUPPLEMENT

TRUST INDENTURE AND SECURITY AGREEMENT

This TRUST INDENTURE AND SECURITY AGREEMENT dated as of January 1, 1981 (this "Indenture") is between THE CONNECTICUT BANK AND TRUST COMPANY, whose corporate trust office is located at One Constitution Plaza, Hartford, Connecticut 06115, not individually but solely as Trustee under the Trust Agreement hereinafter defined (the "Owner Trustee"), and MERCHANTS NATIONAL BANK & TRUST COMPANY OF INDIANAPOLIS, a national banking association organized under the laws of the United States, whose corporate trust office is located at One Merchants Plaza, Indianapolis, Indiana 46204 (the "Security Trustee").

W I T N E S S E T H:

PRELIMINARY STATEMENT

The Owner Trustee deems it necessary to incur indebtedness by borrowing for its proper business purposes. The Owner Trustee proposes to issue its Floating Rate Notes described in Article II hereof in an aggregate principal amount not to exceed \$3,000,000 in order to evidence indebtedness so incurred, and to Grant the Trust Indenture Estate, hereinafter described, in order to secure payment of the Secured Notes. The Owner Trustee is duly authorized under the terms of a Trust Agreement, dated as of January 1, 1981, between the Owner Trustee and New England Merchants Leasing Corporation B-7, a Massachusetts corporation (the "Owner"), and under all applicable provisions of law to execute and deliver the Floating Rate Notes and this Indenture and to Grant said Trust Indenture Estate to the Security Trustee, and all action required by law and all action on its part required therefor has been duly taken.

GRANTING CLAUSE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH: that the Owner Trustee, in consideration of the premises and the acceptance of the Secured Notes by the purchasers thereof, and for other good and valuable considerations, the receipt of which is hereby acknowledged, in order to secure the prompt payment of the principal of and interest on the Secured Notes, and in order to secure the performance by the Owner Trustee of the covenants contained herein and in the Secured Notes, as specifically Granted and by these presents does hereby specifically Grant for security purposes unto the Security Trustee and its successors in the trust hereby created and it assigns forever for the benefit and security of all present and future holders of the Secured Notes all of the following described property, whether tangible or intangible, wherever located or situated, whether now

sale or sales, claim or exercise any right, under any applicable present or future law or otherwise, to redeem the Trust Indenture Estate or any portion thereof so sold; and the Owner Trustee, to the extent that it lawfully may, expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the exercise of any right or remedy herein permitted to be exercised by the Security Trustee, but to suffer and permit the exercise of every such right or remedy as though no such law or laws were in effect. The Owner Trustee, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Trust Indenture Estate and any other security for the Secured Notes or any thereof marshalled upon any foreclosure. At the request of the Security Trustee, the Owner Trustee shall promptly execute and deliver to the Security Trustee such instruments of title and other documents as the Security Trustee may deem necessary or advisable to enable the Security Trustee or an agent or representative designated by the Security Trustee, at such time or times and place or places as the Security Trustee may specify, to obtain possession of all or any part or any rights in respect of the Trust Indenture Estate to the possession of which the Security Trustee shall at the time be entitled hereunder. If the Owner Trustee shall for any reason fail to execute and deliver such instruments and documents after such demand by the Security Trustee, the Security Trustee may (a) obtain a judgment conferring on the Security Trustee the right to immediate possession and requiring the Owner Trustee to deliver such instruments and documents to the Security Trustee, to the entry of such judgment the Owner Trustee hereby consents, and (b) subject to the requirements of applicable law, pursue all or part of such Trust Indenture Estate wherever it may be found and may enter any of the premises of the Lessee wherever such Trust Indenture Estate may be, or may be supposed to be, and search for such Trust Indenture Estate and take possession of and remove such Trust Indenture Estate. Upon every such taking of possession, the Security Trustee may from time to time, at the expense of the Trust Indenture Estate, make all such expenditures for maintenance, insurance, repairs, replacements, alterations, additions and improvements to and of the Trust Indenture Estate, as the Security Trustee may deem proper. In each such case, the Security Trustee shall have the right to use, operate, store, control or manage the Trust Indenture Estate and to carry on the business and to exercise all rights and powers of the Owner Trustee relating to the Trust Indenture Estate as the Security Trustee shall deem best, including the right to enter into any and all such agreements with respect to the maintenance, operation, leasing, storage or disposition of the Trust Indenture Estate or any part thereof as the Security Trustee may determine; and the Security Trustee shall be entitled to collect and receive all tolls, rents, revenues, issues, income, products and profits of the Trust Indenture Estate and every part thereof, without prejudice, however, to the right of the Security Trustee under any provision of this Indenture to collect and receive all cash held by, or required to be deposited with, the

Security Trustee hereunder. Such tolls, rents, revenues, issues, income, products and profits shall be applied to pay the expenses of holding and operating the Trust Indenture Estate and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Security Trustee may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Trust Indenture Estate or any part thereof (including the employment of engineers and accountants to examine, inspect and make reports upon such Trust Indenture Estate and books and records of the Security Trustee), and all other payments which the Security 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 Security Trustee, and of all persons properly engaged and employed by the Security Trustee.

Any sale or other conveyance of the Equipment by the Security Trustee made pursuant to this section or the Lease shall bind the holders of the Trust Interests and shall be effective to transfer or convey all right, title and interest of the Security Trustee, the Owner Trustee and such holders in and to such Equipment. 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 Security Trustee.

SECTION 8.03. Certain Rights of Owner. The Security Trustee shall give the holders of the Secured Notes, the Owner and the Owner Trustee prompt written notice of any Event of Default under the Lease of which the Security Trustee has knowledge (as defined in Section 9.02 hereof) and shall give the holders of the Secured Notes, the Owner and the Owner Trustee not less than fifteen Business Days prior written notice of the date (herein called the "Enforcement Date") on which the Security Trustee will exercise any remedy or remedies pursuant to Section 8.02 hereof. If an Event of Default shall have occurred and be continuing, the Owner or the Owner Trustee shall have the following rights hereunder:

(a) Right to Cure. If as a result of the occurrence of an Event of Default in respect of the payment of Interim Rent or Basic Rent under the Lease, the Security Trustee shall have insufficient funds to pay any payment of principal and interest on any Secured Note on the day it becomes due and payable (unless there shall have occurred and be continuing a Default or an Event of Default of the character referred to in subparagraphs (b) through (i) of Section 14 of the Lease), the Owner or the Owner Trustee may, but shall not be obligated to, pay to the Security Trustee prior to the Enforcement Date, an amount equal to any deficiency in principal and interest (including interest, if any, on overdue payments of principal and interest) then due and payable

on the Secured Notes, and, unless the Lessee has failed for any reason to pay when due the two payments of Rent preceding the Rent due on such Lease Payment Date, or the Owner or the Owner Trustee has cured four previous Events of Default in respect of the payment of Interim Rent or Basic Rent under the Lease, such payment by the Owner or the Owner Trustee shall be deemed to cure any Default or Event of Default which would otherwise have arisen on account of the non-payment by the Lessee of such installment of Interim Rent or Basic Rent under the Lease. The Owner or the Owner Trustee may, but shall not be obligated to, cure at its sole risk and expense any other Default or Event of Default by the Lessee under the Lease so long as such action does not materially impair the Trust Indenture Estate or the security interest of the Security Trustee therein. Such action by the Owner or the Owner Trustee shall be deemed to cure any Default or Event of Default which would otherwise have arisen hereunder. In no event shall the Owner Trustee apply any portion of the Trust Indenture Estate to effect any such cure.

Except as hereinafter in this Section 8.03(a) provided, neither the Owner nor the Owner Trustee, upon exercising the right to remedy any such Default or Event of Default shall obtain any lien, charge or encumbrance of any kind on the Equipment or any part thereof or any part of the Trust Indenture Estate or on account of costs or expenses incurred in connection with the exercise of such right nor shall any claims of the Owner or the Owner Trustee against the Lessee or any other party for the repayment of such costs or expenses impair the prior right and security interest of the Security Trustee in and to the Trust Indenture Estate. Upon such payment by the Owner or the Owner Trustee of the amount of principal and interest then due and payable on the Secured Notes, the Owner or the Owner Trustee shall be subrogated to the rights of the Security Trustee and the holders of the Secured Notes in respect of the Interim Rent or Basic Rent which was overdue at the time of such payment and interest payable by the Lessee on account of its being overdue, and therefore, if no other Default or Event of Default shall have occurred and be continuing and if all principal and interest payments due on the Secured Notes have been paid at the time of receipt by the Security Trustee of such Interim Rent or Basic Rent, the Owner or the Owner Trustee shall be entitled to receive such Interim Rent or Basic Rent and such interest upon receipt thereof by the Security Trustee; provided that (i) in the event the principal and interest on the Secured Notes shall have become due and payable pursuant to Section 8.02 hereof, such subrogation shall, until all principal of and interest on all Secured Notes shall have been paid in full, be subordinate to the rights of the Security Trustee and the holders of the Secured Notes in respect of such payment of Interim Rent or Basic Rent and such interest on such overdue Interim Rent or Basic Rent prior to receipt by the Owner or the Owner Trustee of any amount pursuant to such subrogation, and (ii) the Owner and the Owner Trustee shall not be entitled to seek to recover any such payment (or any payment in lieu thereof) except pursuant to the foregoing right of subrogation.

(b) Option to Purchase Secured Notes. At any time after the Secured Notes have been declared in default pursuant to Section 8.02 hereof (or in the event that the Security Trustee has furnished the notices referred to in Section 8.03 hereof with respect to an Event of Default under the Lease as to which the Security Trustee intends to exercise any remedy or remedies pursuant to Section 8.02 hereof on the Enforcement Date) and upon the written request of the Owner or the Owner Trustee to purchase all of the outstanding Secured Notes, (which request will irrevocably commit the Owner or the Owner Trustee to make such purchase and, if a request of the Owner Trustee, shall be accompanied by an irrevocable undertaking on the part of the Owner to provide the Owner Trustee with funds for such purchase), each holder of a Secured Note agrees that it will, within 30 days after the receipt of such request and upon receipt from the Owner or the Owner Trustee of an amount equal to the aggregate unpaid principal amount without premium of all Secured Notes then held by such holder, together with accrued interest thereon to the date of payment, plus all other sums then due and payable to such holder hereunder, or under the Participation Agreement, the Lease or the Secured Notes, forthwith sell, assign, transfer and convey to the Owner or the Owner Trustee (without recourse or warranty of any kind except as to title to the Secured Notes), all of the right, title and interest of such holder in and to this Indenture, the Trust Indenture Estate and the Secured Notes held by such holder. If the Owner or the Owner Trustee shall so request, such holder will comply with all the provisions of Section 5.04 hereof to enable new Secured Notes to be issued to the Owner or the Owner Trustee in such denominations as the Owner or the Owner Trustee shall request. All charges and expenses required pursuant to Section 5.06 hereof in connection with the issuance of any such new Secured Note shall be borne by the Owner.

SECTION 8.04. Remedies Cumulative. Each and every right, power and remedy herein specifically given to the Security 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 Security 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 Security 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 or the Lessee or to be an acquiescence therein.

SECTION 8.05. Discontinuance of Proceedings. In case the Security 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 Security Trustee, then and in every such case the Owner Trustee, the Security Trustee and the Lessee shall be restored to their former positions and rights hereunder with respect to the Trust Indenture Estate, and all rights, remedies and powers of the Security Trustee shall continue as if no such proceedings had been taken.

SECTION 8.06. No Action Contrary to Lessee's Rights under Lease. Notwithstanding any of the provisions of this Indenture to the contrary, neither the Owner Trustee nor the Security Trustee shall, in the absence of an Event of Default (as defined in the Lease), take any action contrary to the Lessee's rights under the Lease, including the right to possession and use of the Equipment, except in accordance with the provisions of the Lease.

ARTICLE IX

DUTIES OF THE OWNER TRUSTEE AND THE SECURITY TRUSTEE

SECTION 9.01. Notice of Interest Due and Computation of Rent Differential; Filing of Continuation Statements.

(a) Fifteen days prior to each Interest Payment Date occurring after April 1, 1982, the Security Trustee shall notify the Owner Trustee, the Owner and the Lessee in writing of the amount of interest due and payable on such Interest Payment Date, which notice shall set forth the computations necessary to arrive at the Rent Differential provided under Section 3(c) of the Lease.

(b) Within the 6 months preceding the fifth, tenth and fifteenth anniversaries of the filing of any financing statements or the recording of any mortgage or security interest with respect to the Trust Indenture Estate, the Security Trustee shall record or file for record continuation statements in all public offices in which such recording or filing is necessary to protect and perfect the lien and security interest provided by this Indenture as a valid first lien with respect to, and prior perfected security interest in the Trust Indenture Estate.

SECTION 9.02. Action Upon a Default or an Event of Default. In the event an officer in the corporate trust department of the Owner Trustee shall have actual knowledge of a Default or an Event of Default, the Owner Trustee shall give prompt written notice of such Default or Event of Default to the Security Trustee and each holder of record of a Trust Interest, sent by first class mail, postage prepaid, unless such Default or Event of Default

shall have been remedied before the giving of such notice. In the event the Security Trustee shall have knowledge of a Default or an Event of Default, the Security Trustee shall give prompt notice thereof in the same way to the Owner Trustee and each holder of record of a Trust Interest. The Security Trustee shall take such action, or refrain from taking such action, with respect to such Default or Event of Default as the Security Trustee shall be instructed in writing by a Majority in Interest of Lenders. If the Security Trustee shall not have received instructions as above provided within 20 days after the mailing of notice of such Default or Event of Default to the holders of the Trust Interests, the Security Trustee shall take such action, or refrain from taking such action with respect to such Default or Event of Default, as the Security Trustee shall determine to be advisable and in the best interests of the holders of the Secured Notes, and shall use the same degree of care and skill in connection therewith as a prudent man would use under the circumstances in the conduct of his own affairs. For all purposes of this Indenture, in the absence of actual knowledge on the part of an officer in its corporate trust department, the Security Trustee shall not be deemed to have knowledge of a Default or an Event of Default (except the failure to pay principal of or interest on the Notes when due, the failure of the Lessee to pay any installment of Interim Rent, Basic Rent, Stipulated Loss Value or Termination Value after the same shall become due or the failure of the Lessee to maintain insurance as required under Section 12 of the Lease if the Security Trustee shall receive notice thereof from an insurer or broker) unless notified in writing by one or more holders of Trust Interests.

SECTION 9.03. Action Upon Instructions Generally.

Subject to the terms of Sections 9.02 and 9.05 hereof, upon the written instructions at any time and from time to time of a Majority in Interest of Investors (Majority of Interest of Lenders in the case of clauses (a) and (b) below), the Security Trustee shall take such of the following actions as may be specified in such instructions:

(a) upon the occurrence of any Event of Default (as defined in the Lease), declare the Lease to be in default pursuant to Section 15 thereof or take any such other specified action as the Security Trustee may be entitled pursuant to Section 8.02 hereof;

(b) upon the occurrence of an Event of Default, declare the Secured Notes to be immediately due and payable pursuant to Section 8.02 hereof or take such other specified action pursuant thereto as the Security Trustee may be entitled;

(c) give such notice or direction or grant any waiver or exercise such other right, remedy or power hereunder or under any of the Assigned Documents or in respect of any part or all of the Trust Indenture Estate as shall be specified in such

instructions, consistent with the provisions of this Indenture and the Assigned Documents; and

(d) approve as satisfactory to it all matters required by the terms of any of the Assigned Documents to be satisfactory to the Owner Trustee, it being understood that without the written instructions of a Majority in Interest of Investors the Security Trustee shall not approve any such matters as satisfactory to it.

The Owner Trustee and the Security Trustee will execute and file such financing statements, continuation statements with respect to financing statements pursuant to Section 9.01(b) hereof and such other documents relating to the security interest created hereunder in the Trust Indenture Estate as may be specified from time to time in written instructions of a Majority in Interest of Lenders (which instructions may, by their terms, be operative only at a future date and which shall be accompanied by the form of such documents so to be filed).

SECTION 9.04. Release of Equipment.

(a) So long as no Default or Event of Default has occurred and is continuing, upon partial termination of the Lease with respect to an Item or Items of Equipment pursuant to Section 10 or 11 of the Lease and, after payment in full of the principal amount of Secured Notes, together with accrued interest thereon, to be prepaid in connection therewith pursuant to Section 6.02 hereof, such Item or Items of Equipment shall be deemed to be released from the lien of this Indenture and from the Assignment and pledge hereunder and the Security Trustee shall, at the expense of the requesting party, execute and deliver to, or as directed by, the Lessee or the Owner Trustee, as the case may be, such instruments (in due form for filing or recording) as may be reasonably requested and furnished by the Lessee or the Owner Trustee, as the case may be, to effectuate such release.

(b) After payment in full of all the principal of, and interest on all Secured Notes, the Security Trustee shall, upon the written request and at the expense of the Owner Trustee or the Lessee, as the case may be, execute and deliver to, or as directed in writing by, the Owner Trustee or the Lessee, as the case may be, such instruments (in due form for filing or recording) as may be reasonably requested and furnished by the Owner Trustee or the Lessee, as the case may be, releasing all Items of Equipment from the lien of this Indenture and releasing the Trust Indenture Estate from the assignment and pledge thereof hereunder.

(c) So long as no Default or Event of Default has occurred and is continuing, if no payment in respect of Equipment Cost of an Item or Items of Equipment shall have been made from the Escrow Fund on or prior to the Basic Term Commencement Date, the

Security Trustee shall promptly release such Item or Items of Equipment from the lien of this Indenture and from the assignment and pledge hereunder. Without expense to the Security Trustee, the Security Trustee shall execute and deliver to, or as directed by, the Owner Trustee, such instruments (in due form for filing or recording) as may be reasonably requested and furnished by the Owner Trustee to evidence such release. Upon request by the Owner Trustee on or after the Basic Term Commencement Date, the Security Trustee shall give to the Owner Trustee and the Lessee notice with respect to such Item or Items of Equipment as provided in the second paragraph of Section 22 of the Lease.

SECTION 9.05. Indemnification, etc. The Security Trustee shall not be required to take any action or refrain from taking any action under Sections 9.02, 9.03 or 9.04 or Article VIII hereof or toward the execution or enforcement of the trusts hereby created or otherwise hereunder, whether on its own motion or on the request of any other person which, in its opinion, will be likely to involve expense or liability, unless one or more of the holders of the Secured Notes, from time to time, shall offer and furnish indemnity, deemed reasonable by the Security Trustee, against liability and expenses (including reasonable attorneys' fees and disbursements, which shall include attorneys' fees and disbursements on appeal) to the Security Trustee.

SECTION 9.06. No Duties Except as Specified. The Security Trustee shall not have any duty or obligation to manage, control, use, sell, dispose of or otherwise deal with the Equipment or any other part of the Trust Indenture Estate, or to otherwise take or refrain from taking any action under, or in connection with, this Indenture or any of the Assigned Documents, except as expressly provided by the terms of this Indenture, or as expressly provided in written instructions from a Majority in Interest of Lenders received pursuant to the terms of Section 9.02 or 9.03 hereof; and no implied duties or obligations shall be read into this Indenture against the Security Trustee. The Security Trustee nevertheless agrees that it will, in its individual capacity and at its own cost and expense, promptly take such action as may be necessary to duly discharge all liens and encumbrances on any part of the Trust Indenture Estate or on any properties of the Owner Trustee Granted as part of the Trust Indenture Estate, which result from claims against the Security Trustee not related to the ownership of the Equipment or the administration of the Trust Indenture Estate or any other transaction pursuant to this Indenture or any document in the Trust Indenture Estate.

SECTION 9.07. No Action Except Under Lease, Indenture, Participation Agreement or Instructions. The Owner Trustee and the Security Trustee agree that they will not manage, control, use, sell, dispose of or otherwise deal with the Equipment or other property which is part of the Trust Indenture Estate except (a) as required by the terms of the Lease or the Participation Agreement,

(b) in accordance with the express terms hereof or (c) with written instructions from a Majority in Interest of Lenders pursuant to Section 9.02 or 9.03 hereof.

SECTION 9.08. No Additional Indebtedness. The Owner Trustee hereby covenants and agrees that, except as contemplated by the Operative Documents, it will not incur any obligation for the repayment of borrowed money payable out of the Trust Estate to any person.

ARTICLE X

THE OWNER TRUSTEE AND THE SECURITY TRUSTEE

SECTION 10.01. Acceptance of Trust and Duties. The Security Trustee accepts the trust 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 constituting part of the Trust Indenture Estate. Unless an Event of Default shall have occurred and be continuing to the knowledge of the Security Trustee, the Security Trustee shall not be liable except for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct. If an Event of Default shall have occurred and be continuing to the knowledge of the Security Trustee, the Security Trustee shall be liable for its own negligent action or its own negligent failure to act. The Security Trustee shall not be liable for any action or inaction of the Owner Trustee.

SECTION 10.02. Absence of Certain Duties. Except in accordance with written instructions or requests furnished pursuant to Section 9.02 or 9.03 hereof and except as provided herein or in, and without limiting the generality of, Section 6.04 of the Trust Agreement or Section 9.06 hereof, the Owner Trustee and the Security Trustee shall have no duty (a) to see to any insurance on the Equipment or to effect or maintain any such insurance, whether or not the Lessee shall be in default with respect thereto, (b) 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 Trust Indenture Estate, (c) to confirm or verify any financial statements of the Lessee or (d) to inspect the Equipment at any time or ascertain or inquire as to the performance or observance of any covenants of the Lessee or any affiliate of the Lessee under the Assigned Documents; provided, however, that the Security Trustee shall examine and investigate to its satisfaction such bills of sale, financing statements, continuation statements with respect to financing statements and other documents and assurances and such further action as is taken from time to time for the purposes of perfecting the Owner Trustee's title to the Equipment and creating for the benefit of the holders of the Secured Notes a

valid first and prior perfected security interest in the Trust Indenture Estate, including, without limitation, the recording or filing of financing statements and of counterparts of all bills of sale, the Indenture (including all Indenture Supplements) and an appropriate form of the Lease (including all Lease Supplements), and of such other documents with respect to the bills of sale, the Indenture and the Lease, and the re-recording or re-filing of any such document and of continuation statements in Connecticut, and with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303, or otherwise, as are from time to time furnished, including, without limitation, such documents necessary for such purposes referred to in the opinions referred to in the Participation Agreement; and provided further, that the Owner Trustee will furnish to the Security Trustee 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 the Lessee received pursuant to Section 12 of the Lease, to the extent that the same shall not be required to be furnished to the Security Trustee pursuant to the Lease. The foregoing provisos shall not be construed to limit or otherwise affect Section 7.03 of the Trust Agreement or Section 10.03 hereof.

SECTION 10.03. No Representations or Warranties as to Equipment or Documents. The Owner Trustee and the Security Trustee make (a) no representation or warranty as to the value, condition or fitness for use of the Equipment or as to their title thereto, or any other representation or warranty with respect to the Equipment whatsoever except that the Owner Trustee hereby represents and warrants to the Lender, individually and as trustee, that on or prior to each Drawdown Date the Owner Trustee shall have received whatever title was conveyed to it pursuant to the Bills of Sale and that the Equipment shall be free of liens and encumbrances which may result from acts by or claims against the Owner Trustee unrelated to the transactions contemplated by the Operative Documents, and (b) no representation or warranty as to the validity, legality or enforceability of this Indenture, the Trust Agreement, the Secured Notes or any of the Assigned Documents or as to the correctness of any statement contained in any thereof, except as specifically set forth herein or therein.

SECTION 10.04. Further Assurances. The Owner Trustee will promptly and duly execute and deliver to the Security Trustee such documents and assurances, including, without limitation, amendments to Schedule A hereto, financing statements and continuation statements with respect to financing statements and take such further action as the Security Trustee may from time to time reasonably request in order to carry out more effectively the intent and purpose of this Indenture, to establish and protect the rights and remedies created or intended to be created in favor of the Security Trustee and the Lender hereunder and to create for the

benefit of the holders of the Secured Notes a valid first and prior perfected security interest in the Trust Indenture Estate including, without limitation, if requested by the Security Trustee, the recording or filing of counterparts hereof, or of such other documents with respect hereto, in accordance with the laws of such jurisdictions, as the Security Trustee may from time to time reasonably request and furnish to the Owner Trustee.

SECTION 10.05. Reliance; Agents; Advice of Counsel. The Owner Trustee and the Security Trustee shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by them to be genuine and believed by them to be signed by the proper party or parties. The Owner Trustee and the Security Trustee may accept a copy of a resolution of the Board of Directors of the Lessee, certified by the Secretary or an Assistant Secretary of the Lessee 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 Owner Trustee and the Security Trustee may for all purposes hereof rely on a certificate, signed by an authorized officer of the Lessee, as to such fact or matter and such certificate shall constitute full protection to the Owner Trustee and the Security Trustee for any action taken or omitted to be taken by them in good faith in reliance thereon. The Security Trustee shall furnish to the Owner Trustee upon request such information and copies of such documents as the Security Trustee may have and as are necessary for the Owner Trustee to perform its duties under Articles II and V hereof. The Security 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 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 Owner Trustee and the Security Trustee may each execute any of the trusts or powers hereof and perform their powers and duties hereunder directly or through agents or attorneys. The Owner Trustee and the Security Trustee each may, at the expense of the Trust Indenture Estate, consult with counsel, accountants and other skilled persons to be selected and retained by them (other than persons regularly in their employ), and the Owner Trustee and the Security Trustee shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other skilled persons.

SECTION 10.06. Owner Trustee and Security Trustee Not Acting in Individual Capacities. The Owner Trustee and the Security Trustee act hereunder solely as trustee as herein provided and not in their individual capacities except to the extent herein

expressly provided; and all persons, other than the holders of Trust Interests as provided in this Indenture, having any claim against the Owner Trustee or the Security 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 Indenture Estate for payment or satisfaction thereof.

SECTION 10.07. No Compensation from Holders of Secured Notes or from Trust Indenture Estate. The Owner Trustee and the Security Trustee agree that they shall have no right against the holders of the Secured Notes or (except as provided in Section 8.02 hereof and Section 8.01 of the Trust Agreement) the Trust Indenture Estate for any fee as compensation for their services hereunder. The Security Trustee shall be entitled to such reasonable compensation from the Lessee for its services hereunder as may be agreed from time to time by the Security Trustee and the Lessee.

SECTION 10.08. No Lien on Trust Indenture Estate. The Owner Trustee and the Security Trustee shall have no lien on the Trust Indenture Estate to secure their indemnification pursuant to Section 13 of the Lease.

ARTICLE XI

SUCCESSOR TRUSTEES AND SEPARATE TRUSTEES

SECTION 11.01. Notice of Successor Owner Trustee or Co-Trustee or Separate Trustee Under Trust Agreement. In the case of any appointment of a successor to the Owner Trustee or a co-trustee or separate trustee pursuant to the Trust Agreement or any merger, conversion, consolidation or sale of substantially all of the business involving the Owner Trustee pursuant to the Trust Agreement, the Owner Trustee or the successor Owner Trustee shall give prompt written notice thereof to the Security Trustee and to the holders of all Trust Interests at the time outstanding.

SECTION 11.02. Resignation or Removal of Security Trustee; Appointment of Successor.

(a) The Security 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, which shall promptly transmit such notice to each holder of a Trust Interest, such resignation to be effective on the date specified in such notice. In addition, a Majority in Interest of Lenders may at any time remove the Security Trustee without cause by an instrument in writing delivered to the Owner Trustee and the Security Trustee, and the Owner Trustee shall promptly notify each holder of a Trust Interest thereof in writing. In the case of the resignation or removal of the Security Trustee, a Majority in Interest of Lenders

may appoint a successor Security Trustee by an instrument signed by such holders. If a successor Security Trustee shall not have been appointed within 30 days after such resignation or removal, the Security Trustee or any holder of a Secured Note may apply to any court of competent jurisdiction to appoint a successor Security Trustee to act until such time, if any, as a successor shall have been appointed as above provided. The successor Security Trustee so appointed by such court shall immediately and without further act be superseded by any successor Security Trustee appointed as above provided.

(b) Any successor Security Trustee, however appointed, shall be a bank having trust powers or a trust company having its principal place of business in the United States of America and 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 Security Trustee hereunder upon reasonable or customary terms.

SECTION 11.03. Successor Acceptance of Appointment. Any successor Security Trustee, whether appointed by a court or by a Majority in Interest of Lenders, shall execute and deliver to the predecessor Security Trustee an instrument accepting such appointment, and thereupon such successor Security Trustee, without further act, shall become vested with all the estate, properties, rights, powers and duties of the predecessor Security Trustee hereunder in the trusts hereunder applicable to it with like effect as if originally named the Security Trustee herein; but nevertheless upon the written request of such successor Security Trustee, such predecessor Security Trustee shall execute and deliver as an instrument transferring to such successor Security Trustee, upon the trusts herein expressed applicable to it, all the estates, properties, rights and powers of such predecessor Security Trustee, and such predecessor Security Trustee shall duly assign, transfer, deliver and pay over to such successor Security Trustee all monies or other property then held by such Security Trustee hereunder.

SECTION 11.04. Successor Security Trustee by Merger. Any corporation into which the Security Trustee may be merged or converted or with which either of them may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Security Trustee shall be a party, or any corporation to which substantially all the business of the Security Trustee may be transferred, shall, subject to the terms of Section 11.02(b), be the Security Trustee under this Indenture without further act.

SECTION 11.05. Appointment of Additional, Separate and Co-Trustees.

(a) Whenever the Security 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 Trust Indenture Estate

shall be situated, or the Security Trustee shall be advised by counsel, satisfactory to it, that it is so necessary or prudent in the interest of the holders of the Secured Notes or in the event that the Security Trustee shall have been requested to do so by a Majority in Interest of Lenders, the Security Trustee and the Owner Trustee shall execute and deliver an indenture supplemental hereto and all other instruments and agreements necessary or proper to constitute another bank or trust company or one or more persons approved by the Security Trustee, either to act as additional trustee or trustees or co-trustee or co-trustees of all or any part of the Trust Indenture Estate, jointly with the Security Trustee or to act as separate trustee or trustees or co-trustee or co-trustees of all or any part of the Trust Indenture Estate, in any such case with such powers as may be provided in such indenture supplemental hereto, and to vest in such bank, trust company or person as such additional trustee, separate trustee, or separate co-trustee, as the case may be, any property, title, right or power of the Security Trustee deemed necessary or advisable by the Security Trustee, subject to the remaining provisions of this Section 11.05. In the event the Owner Trustee shall not have joined in the execution of such indenture supplemental hereto within 5 days after the receipt of a written request from the Security Trustee so to do, or in case a Default or an Event of Default shall occur and be continuing, the Security Trustee may act under the foregoing provisions of this Section 11.05 without the concurrence of the Owner Trustee; and the Owner Trustee hereby appoints the Security Trustee its agent and attorney to act for it under the foregoing provisions of this Section 11.05 in either of such contingencies. The Security Trustee may execute, deliver, and perform any 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 or him 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, co-trustee or separate trustee as the case may be, and the Owner Trustee shall, upon the Security Trustee's request, join therein and execute, acknowledge and deliver the same; and the Owner Trustee hereby makes, constitutes and appoints the Security Trustee its agent and attorney-in-fact for it and in its name, place and stead to execute, acknowledge and deliver any such assignment or other instrument in the event that the Owner Trustee shall not itself execute and deliver the same within 5 days after receipt by it of such request so to do.

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

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

(ii) all other rights, powers, duties and obligations conferred or imposed upon the Security Trustee shall be conferred or imposed upon and exercised or performed by the Security Trustee and such additional trustee or trustees, and separate trustee, trustees, co-trustee or co-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 Security 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, trustees, co-trustee or co-trustees; and

(iii) no power hereby given to, or with respect to which it is hereby provided may be exercised by, any such additional trustee or separate trustee or co-trustee shall be exercised hereunder by such additional trustee or separate trustee or co-trustee except jointly with, or with the consent of, the Security Trustee.

If at any time the Security Trustee shall deem it no longer necessary or prudent in order to conform to any such law or shall be advised by such counsel that it is no longer so necessary or prudent in the interest of the holders of the Secured Notes or in the event that the Security Trustee shall have been requested to do so in writing by a Majority in Interest of Lenders, the Security Trustee and the 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 or co-trustee. In the event that the Owner Trustee shall not have joined in the execution of such instruments or agreements or such indenture supplemental hereto, the Security Trustee may act on behalf of the Owner Trustee to the same extent provided above.

(c) Any additional trustee or separate trustee or co-trustee may at any time by an instrument in writing constitute the Security 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 discretions which it is authorized or permitted to do or exercise, for and in its behalf and in its name. In case any such additional trustee or separate trustee or co-trustee shall resign or be removed, or, if for any

reason such office shall become vacant, all the assets, property, rights, powers, trusts, duties and obligations of such additional trustee or separate trustee or co-trustee, as the case may be, in respect of the Trust Indenture Estate, so far as permitted by law, shall vest in and be exercised by the Security Trustee, without the appointment of a new successor to such additional trustee or separate trustee or co-trustee unless and until a successor is appointed in the manner hereinabove provided.

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

(e) Each additional trustee and separate trustee or co-trustee appointed pursuant to this Section shall be subject to, and shall have the benefit of, Articles VI, VII, VIII, IX, X and XI hereof insofar as they apply to the Security Trustee.

(f) Notwithstanding any other provision of this Section 11.05 the powers of any additional trustee or separate trustee or co-trustee appointed pursuant to this Section 11.05 shall not in any case exceed those of the Security Trustee hereunder.

ARTICLE XII

SUPPLEMENTS AND AMENDMENTS TO THIS INDENTURE AND OTHER DOCUMENTS

SECTION 12.01. Conditions and Limitations. Except as provided in Section 12.02 hereof, at any time and from time to time, but only upon the written request of a Majority in Interest of Lenders and the Owner, (a) the Owner Trustee and the Security Trustee shall execute a supplement hereto for the purpose of adding provisions to, or changing or eliminating provisions of, this Indenture as specified in such request and (b) the Owner shall enter into such written amendment of or supplement to any of the Assigned Documents, as the Lessee (and, in the case of Bills of Sale, the Manufacturer) may agree to and as may be specified in such request, or execute and deliver such written waiver or modification of the terms of any of the Assigned Documents, as may be specified in such request; provided, however, that, without the consent of each holder of a Trust Interest then outstanding, no such supplement to this Indenture or amendment of or supplement to any of the Assigned Documents, or waiver or modification of the terms of any thereof, shall (i) modify any of the provisions of this Section 12.01 or of Sections 9.01, 9.02, 9.03, 9.04 or 9.05 hereof, the definitions of the terms "Majority in Interest of Lenders", "Majority in Interest of Investors", contained herein or the definition of "Default" or "Event of Default" contained herein

or in the Lease, (ii) reduce the amount of or extend the time for payment of any amount owing or payable under any Trust Interest, reduce the interest payable on any Secured Note, or alter or modify the provisions of Article VI hereof with respect to the order of priorities in which distributions thereunder shall be made as between the holders of Secured Notes and of the Owner Interest, (iii) reduce, modify or amend any indemnities (except to add additional indemnities by the Lessee) in favor of the Investors or any holders of Secured Notes, (iv) reduce the amount of or extend the time for payment of the Rent, Termination Value, Stipulated Loss Value or other payments set forth in the Lease, except as contemplated by Section 3(f) of the Lease, or (v) modify, amend or supplement the Lease, except as contemplated by Section 3(f) of the Lease, or consent to any assignment of the Lease, in either case releasing the Lessee from its obligations in respect of the payment of the Rent, Termination Value, Stipulated Loss Value or other payments or changing the absolute and unconditional character of such obligations as set forth in Section 4 of the Lease; and provided further, that, subject to Section 9.04 and Article XIII hereof, without the consent of each holder of a Secured Note then outstanding, no such supplement to this Indenture or waiver or modification of the terms thereof shall permit the creation of any Lien on the Trust Indenture Estate or any part thereof, except as herein expressly permitted, or deprive the holder of any Secured Note then outstanding of the benefit of the lien of this Indenture on the Trust Indenture Estate.

SECTION 12.02. Supplements Not Requiring Consent or Request. At each time property is to be added to the Trust Indenture Estate, the Owner Trustee and the Security Trustee, without the consent of, or any written request from, any holders of Trust Interests, shall execute a supplement to this Indenture in substantially the form attached hereto as Exhibit I for the sole purpose of adding to the Trust Indenture Estate such property.

SECTION 12.03. Documents Mailed to Holders. Promptly after the execution by the Owner Trustee or the Security Trustee of any document entered into pursuant to Section 12.01 or 12.02 hereof, the Security Trustee shall mail, by first class mail, postage prepaid, a conformed copy thereof to each holder of a Trust Interest at its address last known to the Security Trustee and to the Lessee, but the failure of the Security Trustee to mail such conformed copies shall not impair or affect the validity of such document.

SECTION 12.04. Trust Agreement. The Owner Trustee agrees that, so long as any of the Secured Notes shall be outstanding, it will furnish the Security Trustee a signed copy of each amendment or supplement to the Trust Agreement.

ARTICLE XIII

MISCELLANEOUS

SECTION 13.01. 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 (i) the sale or other final disposition by the Security Trustee of all of the Equipment constituting part of the Trust Indenture Estate and the final distribution by the Security Trustee of all monies or other property or proceeds constituting part of the Trust Indenture Estate in accordance with the terms of Article VI hereof, or (ii) the payment in full of all interest on and principal of the Secured Notes and all sums due the Security Trustee hereunder; otherwise this Indenture and the trusts created hereby shall continue in full force and effect in accordance with the terms hereof. Upon payment in full of the Secured Notes, all monies or other property or proceeds constituting part of the Trust Indenture Estate shall be paid to the Owner Trustee. The Security Trustee shall promptly notify the Lessee of the termination of this Indenture pursuant to this Section 13.01. In connection with such termination, the Security Trustee shall at the expense of the owner of the Equipment file such releases and other documents as may be reasonably requested and furnished by such owner in order to effectuate the purposes of this Section 13.01.

SECTION 13.02. No Legal Title to Trust Indenture Estate in Holders. No holder of a Trust Interest shall have legal title to any part of the Trust Indenture Estate. No transfer, by operation of law or otherwise, of any Trust Interest or other right, title and interest of any holder of a Trust Interest in and to the Trust Indenture Estate or hereunder shall operate to terminate this Indenture or the trust 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 Trust Indenture Estate.

SECTION 13.03. Headings. The headings of the various Articles herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 13.04. Indenture for Benefit of Owner, Owner Trustee, Security Trustee and Holders of Trust Interests Only. Nothing in this Indenture, whether express or implied, shall be construed to give to any person other than the Owner, the Owner Trustee, the Security Trustee and each holder of a Trust Interest any legal or equitable right, remedy or claim under or in respect of this Indenture or any Secured Note.

SECTION 13.05. Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices shall be in writing, mailed by certified mail, postage prepaid, and (a) if to

the Owner Trustee, addressed to it at One Constitution Plaza, Hartford, Connecticut 06115 Attention: Corporate Trust Department, with a copy to New England Merchants Leasing Corporation B-7 at One Washington Mall, Boston, Massachusetts 02108, Attention: Vice President-Administration, (b) if to the Security Trustee, addressed to it at One Merchants Plaza, Indianapolis, Indiana 46204, Attention: Corporate Trust Department, and (c) if to any holder of a Trust Interest, addressed to such holder at such address as such holder shall have furnished by notice to the Owner Trustee and the Security Trustee or, until an address is so furnished, addressed to such holder at its address set forth in the Participation Agreement. Whenever any notice in writing is required to be given by the Owner Trustee or the Security Trustee or any holder of a Trust Interest to any of the other of them, such notice shall only be deemed given and such requirements satisfied if such notice is mailed by certified mail, postage prepaid, addressed as provided above. Any party hereto may change the address to which notice to such party shall be sent by giving notice of such change to the other parties to this Indenture.

SECTION 13.06. 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 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 13.07. 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. It shall not be necessary, when making proof of this Indenture, to produce or account for more than one counterpart.

SECTION 13.08. 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, the Security Trustee and its successors and assigns, and each holder of a Trust Interest. Any request, notice, direction, consent, waiver or other instrument or action by any holder of a Trust Interest shall bind the successors and assigns of such holder. This Indenture and the Trust Indenture Estate shall not be affected by any amendment or supplement to the Trust Agreement or by any other action taken under or in respect of the Trust Agreement, except that each reference in this Indenture to the Trust Agreement shall mean the Trust Agreement as amended and supplemented from time to time.

SECTION 13.09. Payments on Business Day. Notwithstanding any provision hereof to the contrary, any payment pursuant to this Indenture or the Secured Notes due on a day which is not a Business Day may be paid on the next day which is a Business Day without interest for the period from such due date to such date of payment.

SECTION 13.10. Written Changes Only. No term or provision of this Indenture or the Secured Notes may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party or other person against whom enforcement of the change, waiver, discharge or termination is sought; and any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

SECTION 13.11. Governing Law. This Indenture shall in all respects be governed by, and construed in accordance with, the laws of the State of Indiana.

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

THE CONNECTICUT BANK AND TRUST COMPANY,
as Owner Trustee

[CORPORATE SEAL]

By 
Its CLARK M. WHITCOMB, ASS'T VICE PRESIDENT

MERCHANTS NATIONAL BANK & TRUST COMPANY
OF INDIANAPOLIS,
as Security Trustee

[CORPORATE SEAL]

By 
Its ASSISTANT TRUST OFFICER

ATTEST:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned authority, ^{*Assistant*} on this day personally appeared CLARK M. WHITCOMB, a Vice President of THE CONNECTICUT BANK AND TRUST COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of January, 1981.

James M. Mondia
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared D.T. OBERGFELL, a ~~ASSISTANT TRUST OFFICER~~ OF ~~OF~~ MERCHANTS NATIONAL BANK & TRUST COMPANY OF INDIANAPOLIS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of January, 1981.

James H. Mondia
Notary Public

SCHEDULE A
to the Indenture

DESCRIPTION OF EQUIPMENT

Quantity
Numbers

Description

Serial Number or Numbers

Manufacturer: Ortner
Freight Car Company

103

100 ton Gondola Coal Cars

HECX80000 through
HECX80102; inclusive

EXHIBIT I
to the
Indenture

[FORM OF]

INDENTURE SUPPLEMENT NO.

This INDENTURE SUPPLEMENT NO. _____, dated as of _____, 198_, between The Connecticut Bank and Trust Company, as trustee under the Trust Agreement dated as of January 1, 1981, between the Owner named therein and said trustee and known as Hoosier Energy Trust No. 81-1 (herein, in its capacity as such trustee, being called the "Owner Trustee"), and Merchants National Bank & Trust Company (the "Security Trustee") under the Trust Indenture and Security Agreement dated as of, January 1, 1981, between the Owner Trustee and the Security Trustee (such Trust Indenture and Security Agreement being herein called the "Indenture" and the terms defined therein being hereinafter used with the same meaning).

WITNESSETH:

WHEREAS, the Owner Trustee and the Security Trustee have heretofore entered into the Indenture, which provides for the execution and delivery from time to time of Indenture Supplements substantially in the form hereof for the purpose of effecting the Grant by the Owner Trustee of additional property to the Security Trustee or removing certain property from the Trust Indenture Estate.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Owner Trustee hereby covenants and agrees with the Security Trustee, for the equal and proportionate benefit of all the present and future holders of the Secured Notes, all in accordance with the terms of the Indenture, as follows:

1. The descriptions of property in Schedule A to the Indenture are hereby supplemented as described in Schedule A hereto and made a part hereof.

2. This Indenture Supplement shall be deemed to be a confirmation of and addition to, or removal from, as the case may be, the Granting Clauses of the Indenture to the same effect as if said Granting Clauses had been restated in their entirety herein.

3. From and after the date hereof, any additional property referred to herein shall constitute part of the Trust Indenture Estate, subject for all purposes to the lien of the Indenture, and any removed property referred to herein shall be deemed to be released from the Trust Indenture Estate and from the lien of the Indenture.

4. This Indenture Supplement 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.

5. The Indenture and this Indenture Supplement shall constitute one instrument, and the Indenture, as amended and supplemented hereby, remains in full force and effect and is hereby confirmed by the parties hereto.

IN WITNESS WHEREOF, the Owner Trustee and the Security Trustee have caused this Indenture Supplement to be duly executed, and the respective seals of such parties to be hereunto duly affixed by their respective officers thereunto duly authorized, as of the day and year first above written.

The CONNECTICUT BANK AND TRUST COMPANY,
as Owner Trustee

By _____
Its _____

[Corporate Seal]

MERCHANTS NATIONAL BANK & TRUST
COMPANY OF INDIANAPOLIS
as Security Trustee

By _____
Its _____

[Corporate Seal]

ATTEST:

Schedule A
to
Indenture Supplement No. _____

The following property shall be added to Schedule A to the Indenture:

The following property shall be removed from Schedule A to the Indenture:

