ORIGINAL

13220 A
RECORDATION NO. Filed 1425
AUG 10 1981-3 PM
INTERSTATE COMMERCE COMMISSION

OCCIDENTAL PETROLEUM CORPORATION
10889 WILSHIRE BOULEVARD, SUITE 1500
LOS ANGELES, CALIFORNIA 90024

879-1700-477-0066

1-222A151
No. AUG 10 1981
$150.00
ICC Washington, D. C.

August 10, 1981

Secretary of the Interstate Commerce Commission

Washington, D.C.

13220
RECORDATION NO. Filed 1425
AUG 10 1981-3 PM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Secretary:

Accompanying this letter are presented to you for recordation pursuant to the Interstate Commerce Act, 11 U.S.C. §11303, are the following documents prepared and executed in connection with the leveraged lease of one hundred ninety one (191) tank cars.

13220 B
RECORDATION NO. Filed 1425
AUG 10 1981-3 PM
INTERSTATE COMMERCE COMMISSION

1. TRUST INDENTURE AND SECURITY AGREEMENT, dated as of April 1, 1981 and by and between:

Owner:

Aubrey G. Lanston & Co., Inc.
20 Broad Street
New York, New York 10005

Loan Trustee:

First ~~National~~ Security Bank of Utah,
National Association
79 South Main Street
Salt Lake City, Utah 84111

2. EQUIPMENT LEASE AGREEMENT, dated as of April 1, 1981 and by and between:

Lessee:

Oxychem Properties Corporation
10889 Wilshire Boulevard, Suite 1500
Los Angeles, California 90024

Lessor:

Aubrey G. Lanston & Co., Inc.
20 Broad Street
New York, New York 10005

RECEIVED
AUG 10 3 49 PM '81
I.C.C.
FEE OPERATION BR.

Carlyle C. Ring, Jr.

Counterparts

3. GUARANTEE, dated as of April 1, 1981 by and between:

Guarantor:

Occidental Petroleum Corporation
10889 Wilshire Boulevard, Suite 1500
Los Angeles, California 90024

This leveraged lease involves 191 tank cars bearing the identification marks "HOKX 8295" to "HOKX 8485", consecutively. Each tank car is manufactured according to the specification sheet attached hereto as Schedule A.

This equipment is new and unused, and to my knowledge, there is no previously recorded security instrument respecting such equipment.

Please return the original copy of each document to:

Thelen, Marrin, Johnson & Bridges
Two Embarcadero Center
San Francisco, California 94111

Attention: David P. Graybeal, Esq.

Very truly yours,

OCCIDENTAL PETROLEUM CORPORATION

By _____
Fred J. Gruberth
Senior Assistant Treasurer

SCHEDULE A

A. LIQUID CHLORINE TANK CARS

Type:	17,500 gallon nominal capacity liquid chlorine tank cars
Quantity:	111
Reporting Marks:	HOKX 8358 - HOKX 8468
A.A.R. Mechanical Designation:	D.O.T. 105A500W
Specifications:	Compts: 1, Lt. wt. 82,800 lbs., length over strikers 46'-11", length over truck centers 36',0", Ht. 15',1" width 10', 8", plate specification TC-128 Gr. B, Outside diameter 102", length over seams 38', 9", no heater pipes, no underframe, WABCO PAC Truck Mounted Brakes, 100 ton Barber Trucks, Timken Roller Bearings, 36" wheels, 4" Foam (2,6 lbs./ft. density) insulation, Jacket 11 Guage Steel, unlined, valves per Chlorine Institute Standards, Cardwell Westinghouse Mark 50 Draft Gears, top and bottom shelf couplers, Cobra Hi Friction brake Shoes

B. LIQUID CAUSTIC SODA TANK CARS

Type:	16,000 gallon nominal capacity caustic soda tank cars
Quantity:	17
Reporting Marks:	HOKX 8469 - HOKX 8485

A.A.R. Mechanical Designation: D.O.T. 111A100W1

Specifications: Compts: 1, lt.wt. 62,700 lbs., length over strikers 41', 71/2", length over truck centers 30', 8 1/2" Ht. 14', 9 3/8", width 10', 8", Plate specification A-515 Gr. 70, Outside diameter 106", length over seams 33', 6", 6" half oval 8 run heater pipes, no underframe, WABCO PAC truck mounted brakes, 100 ton Barber Trucks, Timken roller bearings, 36" wheels, 4" fiberglass (1 lb. density) insulation, 11 gauge steel jacket, bottom loading, pipe size 2" C.S., air connection 1", bottom unloading, Cardwell Westinghouse Mark 50 draft gears, top and bottom shelf couplers Cobra Hi Friction brake shoes

C. HYDROCHLORIC ACID TANK CARS

Type: 20,000 gallon nominal capacity hydrochloric acid (muriatic acie) tank car

Quantity: 63
Reporting Marks: HOKX 8295 - HOKX 8357

A.A.R. Mechanical Designation: D.O.T. 111A100W5

Specifications: Compt. 1, 20 1/2" manway, 1 100 PSI safety vent, full dome, 2 way entry, center sill less type underframe, Cardwell Westinghouse Mark 50 draft gear, 100 Ton -AAR 6 1 1.2" x 12" trucks w/Timken roller bearings, 36" wheels, WABCO PAC truck mounted brakes, Cobra Hi Friction Brake shoes, Grade E steel on couplers, Bottom and Top shelf couplers, 3/16" natural rubber lining, no coils.

Interstate Commerce Commission

Washington, D.C. 20423

8/10/81

OFFICE OF THE SECRETARY

Thelen, Marrin, Johnson & Bridges
Two Embarcadero Center
San Francisco, California 94111
Atten: David P. Graybeal, Esq.

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 8/10/81 at 3:55pm, and assigned re-recordation number(s). 13220, 13220-A, 13220-B

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on at , and assigned re-recordation number(s).

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

COUNTERPART

13220
RECORDATION NO. ..... Filed 1425

AUG 10 1981 - 3 [illegible] PM

INTERSTATE COMMERCE COMMISSION

TMJB 7758/23:4422-23

TRUST INDENTURE AND SECURITY AGREEMENT

Dated as of April 1, 1981

between

AUBREY G. LANSTON & CO., INC.

as Owner

and

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION

as Loan Trustee.

Railroad Equipment
Oxychem Properties Corporation
Oxychem Properties Lease No. F-321L

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

TABLE OF CONTENTS

		Page
PRELIMINARY STATEMENT		1
GRANTING CLAUSE		1
ARTICLE I - DEFINITIONS		3
SECTION 1.01.	Special Definitions	3
SECTION 1.02.	Reference to Lease	5
ARTICLE II - THE SECURED NOTES		5
SECTION 2.01.	Form of Secured Notes	5
SECTION 2.02.	Terms of Secured Notes	9
SECTION 2.03.	Payments from Trust Indenture Estate Only	9
SECTION 2.04.	Method of Payment	10
SECTION 2.05.	Termination of Interest in Trust Indenture Estate	11
SECTION 2.06.	Registration of Secured Notes; Registration of Transfer and Exchange	11
SECTION 2.07.	Mutilated, Destroyed, Lost or Stolen Secured Notes	12
SECTION 2.08.	Payment of Expenses on Transfer	12
ARTICLE III - RECEIPT, DISTRIBUTION AND APPLICATION OF INCOME FROM THE TRUST INDENTURE ESTATE		12
SECTION 3.01.	Receipt of Funds	12

Page

SECTION 3.02. Prepayments 13

SECTION 3.03. Payment After Event of Default 14

SECTION 3.04. Application of Payments According to Lease Provisions 15

SECTION 3.05. Other Payments 15

SECTION 3.06. Distribution After Event of Default . . . 15

SECTION 3.07 Payment to Owner 16

ARTICLE IV - PREPAYMENT OF SECURED NOTES 16

SECTION 4.01. Applicability of Article 16

SECTION 4.02. Selection of Secured Notes to be Prepaid 16

SECTION 4.03. Notice of Prepayment 16

SECTION 4.04. Surrender of Secured Notes and Payment 17

SECTION 4.05. Cessation of Interest 17

ARTICLE V - REMEDIES OF THE LOAN TRUSTEE 17

SECTION 5.01. Occurrence of Event of Default; Acceleration 17

SECTION 5.02. Taking Possession of Mortgaged Property; Rights of Loan Trustee 18

SECTION 5.03. Certain Rights of Owner 20

SECTION 5.04. Remedies Cumulative 22

SECTION 5.05. Discontinuance of Proceedings 22

SECTION 5.06. No Action Contrary to Rights under Lease 22

Page

ARTICLE VI - DUTIES OF THE OWNER AND THE LOAN TRUSTEE 23

SECTION 6.01. Action Upon Event of Default 23

SECTION 6.02. Action Upon Instructions Generally . . . 23

SECTION 6.03. Release of Equipment 24

SECTION 6.04. Indemnification, etc. 24

SECTION 6.05. No Duties Except as Specified 25

SECTION 6.06. No Action Except Under Lease, Indenture or Participation Agreement 26

SECTION 6.07. Assigned Documents 26

SECTION 6.08. Performance by Loan Trustee 26

SECTION 6.09. Location of Units; Inspection 27

SECTION 6.10. Claims Against Owner 27

ARTICLE VII - THE OWNER AND THE LOAN TRUSTEE 27

SECTION 7.01. Acceptance of Trust and Duties 27

SECTION 7.02. Absence of Certain Duties 28

SECTION 7.03. No Representations or Warranties as to Leased Equipment or Documents . . . 28

SECTION 7.04. Further Assurances 28

SECTION 7.05. Reliance; Agents; Advice of Counsel . . . 29

SECTION 7.06. Not Acting in Individual Capacities . . . 30

SECTION 7.07. No Compensation from Holders of Secured Notes or from Trust Indenture Estate 30

SECTION 7.08. No Lien on Trust Indenture Estate 30

Page

ARTICLE VIII - TRANSFER OF OWNER'S INTEREST: SUCCESSOR TRUSTEES AND SEPARATE TRUSTEES 31

SECTION 8.01. Transfer of Owner's Interest 31

SECTION 8.02. Resignation or Removal of Loan Trustee; Appointment of Successor 31

SECTION 8.03. Successor Acceptance of Appointment . . . 32

SECTION 8.04. Successor Loan Trustees by Merger 32

SECTION 8.05. Appointment of Additional, Separate and Co-Trustees 32

ARTICLE IX - SUPPLEMENTS AND AMENDMENTS TO THIS INDENTURE AND OTHER DOCUMENTS 35

SECTION 9.01. Conditions and Limitations 35

SECTION 9.02. Supplements Not Requiring Consent or Request 36

SECTION 9.03. Loan Trustee Protected 36

SECTION 9.04 Documents Mailed to Holders 36

ARTICLE X - MISCELLANEOUS 36

SECTION 10.01. Termination of Indenture 36

SECTION 10.02. No Legal Title to Trust Indenture Estate in Holders 37

SECTION 10.03. Sale of Leased Equipment by Loan Trustee is Binding 37

SECTION 10.04. Indenture for Benefit of Owner, Loan Trustee, Trustor and Holders of Secured Notes Only 37

SECTION 10.05. Notices 38

SECTION 10.06. Severability 38

Page

SECTION 10.07. Separate Counterparts 38

SECTION 10.08. Successors and Assigns 38

SECTION 10.09. Payments on Business Day 38

SECTION 10.10. Written Changes Only 39

SECTION 10.11. Headings 39

SECTION 10.12. Governing Law 39

SIGNATURE PAGE 39

SCHEDULE A 41

SCHEDULE B 43

SCHEDULE C 44

TRUST INDENTURE AND SECURITY AGREEMENT

This TRUST INDENTURE AND SECURITY AGREEMENT dated as of April 1, 1981 (hereinafter sometimes called "this Indenture") between AUBREY G. LANSTON & CO., INC., a New York corporation (hereinafter, together with each successor, called "Owner") and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association (hereinafter in its capacity as loan trustee, together with each successor as such loan trustee hereunder, called the "Loan Trustee").

W I T N E S S E T H:

PRELIMINARY STATEMENT

The defined terms used in this Indenture and not hereinabove defined have the meanings indicated in Article I. The Owner deems it necessary for its proper business purposes to issue and sell its Secured Notes (hereinafter called the "Secured Notes") described in Article II hereof in an aggregate principal amount not to exceed $7,100,000 and to Grant the Trust Indenture Estate, hereinafter described, in order to secure payment of the Secured Notes. The Owner is duly authorized under all applicable provisions of law to execute and deliver the Secured Notes and this Indenture and to Grant said Trust Indenture Estate to the Loan 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 in consideration of the premises and the acceptance of the Secured Notes by the Purchaser, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the prompt payment of the principal of and interest and premium, if any, on the Secured Notes, and in order to secure the performance by the Owner of the covenants contained herein and in the Secured Notes, has specifically Granted and by these presents does hereby specifically Grant for security purposes unto the Loan Trustee and its successors in the trust hereby created and its assigns forever for the benefit and security of all present and future holders of the Secured Notes all 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: (i) all equipment, now owned or hereafter acquired, leased to the Lessee by the Owner pursuant to the Lease, including but not limited to, the equipment described on Schedule A attached hereto to the extent that such equipment becomes Leased Equipment, together with all substitutions for, and all parts, instruments, accessories, alterations, modifications, replacements, additions and accessions to, the Leased Equipment which are or may become the property of the Owner and together also with all rights of the Owner under, and all representations, warranties and covenants contained in, all bills of sale and other instruments transferring to the Owner title to the property described in this subclause (i); (ii) the Lease; (iii) the Purchase Agreement Assignment; (iv) the Purchase Agreement; (v) the Guarantee; (vi) amounts of Basic Rent, Supplemental Rent, insurance proceeds, condemnation awards and indemnity and other payments and proceeds of any kind payable to the Owner pursuant to the Lease for or with respect to the Leased Equipment; (vii) any and all payments or proceeds payable to the Owner or the Loan Trustee with respect to any Unit as the result of the sale, lease or other disposition thereof and (viii) each and every obligation of Lessee under the Lease and of Guarantor under the Guarantee running to the holder of any Secured Note; provided, however, that there are expressly retained by the Owner and excluded from the Trust Indenture Estate, (i) all amounts payable directly to parties other than the Loan Trustee or the holder of any Secured Note pursuant to Sections 7 (with respect to public liability policies), 13 or 20 of the Lease together with all rights of such indemnified party under the Lease or the Guarantee to demand, collect, sue for or otherwise obtain such amounts from the Lessee or the Guarantor, or either of them, or both, (ii) all amounts payable to the Owner under insurance policies which it may carry with respect to the Leased Equipment and (iii) any indemnity payment to the Owner under the Indemnity.

II. Any and all monies and other property (including each amendment or supplement to any and all instruments included in the Trust Indenture Estate) which may from time to time, by delivery to the Loan Trustee or by any instrument, including this Indenture, be subjected to the lien hereof by the Owner 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 Loan Trustee pursuant to this Indenture, or pursuant to any instrument included in the Trust Indenture Estate, it being the intention of the Owner and the Loan Trustee and it being hereby agreed by them that all property hereafter acquired by the Owner 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 be as fully embraced within the lien of this Indenture as if such property were now owned by the Owner and were specifically described in this Indenture and Granted hereby or pursuant hereto; and the Loan 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 Loan Trustee, its successors and assigns, forever,

IN TRUST with power of sale 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.

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 meaning (such definitions to be equally applicable to both the singular and plural forms of the terms defined):

"Assigned Documents" shall mean the Lease, the Guarantee, the Purchase Agreement and the Purchase Agreement Assignment.

"Business day" shall mean any day other than a day on which banking institutions in the States of Texas, California, New York or Utah are authorized by law to close.

"Corporate Trust Office of the Loan Trustee" shall mean the office of the Loan Trustee in Salt Lake City, Utah at which at any particular time its corporate trust business shall be administered, which at the date hereof is 79 South Main Street.

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

"Guarantor" shall mean Occidental Petroleum Corporation, a California corporation.

"Guarantee" shall mean the Guarantee, in substantially the form of Exhibit E to the Participation Agreement, dated as of the date hereof from the Guarantor to the Owner, the Loan Trustee and the Purchaser, as the same may be amended, modified or supplemented from time to time in accordance with the provisions thereof.

"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(a) hereof.

"Lease" shall mean the Equipment Lease Agreement, in substantially the form of Exhibit D to the Participation Agreement, dated as of the date hereof and entered into by the Owner 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 thereof and of this Indenture.

"Lessee" shall mean Oxychem Properties Corporation, a California corporation, and its successors and assigns as lessee under the Lease.

"Loan Trustee" shall mean First Security Bank of Utah, National Association, a national banking association, and its successors and assigns hereunder.

"Majority in Interest of Investors" as of a particular date of determination shall mean the holders (other than the Owner, the Lessee, the Guarantor or any affiliate of any thereof) of more than 51% in aggregate unpaid principal amount of all Secured Notes, if any, outstanding as of such date and the holders (other than the Lessee, the Guarantor or any affiliate of any thereof) of equity interests representing at least 51% of the aggregate equity interests in the property leased under Lease; provided, however, that during any period after which the Lease shall have been declared to be in default pursuant to Section 19 thereof, "Majority in Interest of Investors" shall have the same meaning as "Majority in Interest of Purchasers" as defined below.

"Majority in Interest of Purchasers" as of a particular date of determination shall mean the holders of more than 51% 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 Lessee, the Guarantor or any affiliate of any thereof.

"Owner" shall mean Aubrey G. Lanston & Co., Inc.,a New York corporation, and its successors and assigns as lessor under the Lease.

"Participation Agreement" shall mean the Participation Agreement dated as of the date hereof and entered into among the Owner, the Loan Trustee and the Purchaser, 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.

"Purchaser" shall mean Teacher Retirement System of Texas.

"Responsible Officer" shall mean (i) in the case of any business corporation, the Chairman, the President, any Vice President, the Treasurer, the Controller, the Secretary or any Assistant Secretary, (ii) in the case of any commercial bank, the Chairman or Vice-Chairman of the Board of Directors, the Chairman of the Executive Committee, the President, any Vice President, any Second or Assistant Vice President, the Cashier, any Assistant Cashier, the Treasurer, any Assistant Treasurer, any Trust Officer, any Assistant Trust Officer, any Assistant Secretary or any other officer or assistant officer of such bank customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with the particular subject and (iii) in the case of any state agency, the Executive Director, Executive Director pro tem, any Investment Director or any Assistant Secretary.

"Secured Note" shall mean a secured note, substantially in the form set forth in Section 2.01 hereof, and shall include any Secured Note issued in exchange therefor or replacement thereof pursuant to Sections 2.06 or 2.07 hereof.

"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.

SECTION 1.02. Reference to Lease. The following terms when used herein shall have the same meanings as defined in the Lease, unless otherwise defined or the context otherwise requires: "Basic Rent," "Casualty Occurrence," "Call Date," "Call Value," "Delivery Date," "Event of Default," "Indemnity," "Leased Equipment," "Lessor's Cost," "Purchase Agreement," "Purchase Agreement Assignment," "Rent," "Rental Payment Dates," "Casualty Loss Value," "Supplemental Rent," "Termination Value" and "Unit."

ARTICLE II

THE SECURED NOTES

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

[FORM OF SECURED NOTE]

NO. _____ $_____

AUBREY G. LANSTON & CO., INC.

15.25% SECURED NOTE DUE 2001

(Oxychem Properties Lease No. F-321L)

Aubrey G. Lanston & Co., Inc., a New York corporation (hereinafter called the "Owner") hereby promises to pay to _____ _____, or registered assigns, (i) the principal sum of $_____ _____, together with interest on the unpaid balance thereof from the date of this Secured Note until the principal hereof is paid at the rate of 15.25% (computed on the basis of a 360-day year of twelve 30-day months), said principal and interest being payable as follows: (a) one installment of interest only on November 2, 1981, and (b) thereafter in 39 consecutive installments of principal and interest on each July 2 and interest only on each January 2, commencing July 2, 1982, and ending on July 2, 2001, each in an amount equal to the percentage set forth in Schedule I attached to this Secured Note multiplied by the original principal amount of this Secured Note, provided that the last such payment of principal and interest shall in all events be in an amount sufficient to discharge the accrued interest on, and unpaid principal of, this Secured Note and (ii) with respect to overdue principal and overdue interest, interest (computed on the basis of a 360-day year of twelve 30-day months) at the rate of 15.75% per annum, or such lesser rate as shall be the highest rate a borrower such as the Owner 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.

All payments of principal, premium, if any, and interest to be made by the Owner hereunder and under the Trust Indenture and Security Agreement dated as of April 1, 1981 (hereinafter called the "Indenture," the defined terms therein, not otherwise defined herein, being used herein with the same meanings), between the Owner and First Security Bank of Utah, National Association, as Loan Trustee thereunder (hereinafter, together with its successors and assigns, called the "Loan Trustee"), shall be made only from the income and proceeds from the Trust Indenture Estate and shall be payable by the Loan Trustee only to the extent that the Loan Trustee shall have sufficient income or proceeds from the Trust Indenture Estate to make such payments to the holder hereof in accordance with the terms of Article III or Article V of the Indenture; and each holder hereof, by its acceptance of this 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 the holder hereof as provided in the Indenture and that neither the Owner nor the Loan Trustee shall be personally liable to the holder hereof for any amounts payable under this Secured Note or the Indenture except as expressly provided in Section 6.10 of the Indenture and except for any fraud or intentional misrepresentation by the Owner. Principal, premium, if any, and interest shall be payable on the respective due dates at the office of the corporate trust department of the Loan Trustee at 79 South Main Street, Salt Lake City, Utah 84111, or at the office of any successor Loan Trustee, in immediately available funds.

The Secured 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 Secured Note may be registered on the register maintained therefor by the Loan Trustee at the office of its corporate trust department at 79 South Main Street, Salt Lake City, Utah 84111.

The Owner and the Loan Trustee may deem and treat the person in whose name this Secured 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 with respect to this Secured Note and for all other purposes, and neither the Owner nor the Loan Trustee shall be affected by any notice to the contrary.

Each holder hereof by its acceptance of this Secured Note agrees that, except as otherwise provided in Article V of the Indenture, each payment received by it hereunder shall be applied, first, to the payment of accrued interest on this Secured Note to the date of such payment and second, to the payment of the principal amount of and premium, if any, on this Secured Note then due (whether by maturity, prepayment, acceleration or otherwise). The balance, if any, remaining thereafter shall be retained by the Loan Trustee for disposition pursuant to the Indenture.

This Secured Note is one of the Secured Notes to which reference is made in the Indenture which has been issued by the Owner 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 Secured Note and of the rights of the holders of, and the nature and extent of the security for, the other Secured Notes and of certain rights of the Owner, including the right to purchase the Secured Notes as contemplated by Article V 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 Secured Note.

This Secured Note is not subject to prepayment except as contemplated by Article III and Article IV of the Indenture, and in such instances there shall be no prepayment fee or penalty except as specifically provided in said Article III. Upon the occurrence of an Event of Default under and as specified in the Indenture, the principal hereof and the interest accrued and unpaid thereon, under certain circumstances specified in the Indenture, may become forthwith due and payable, which acceleration may thereafter be terminated under certain circumstances specified in the Indenture.

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

IN WITNESS WHEREOF, the Owner has caused this Secured Note to be executed in its corporate name by one of its authorized officers as of the date hereof.

Dated:

AUBREY G. LANSTON & CO., INC.

By: _____
Title:

[FORM OF LOAN TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Secured Notes to which reference is made in the within-mentioned Indenture.

FIRST SECURITY STATE BANK, NATIONAL ASSOCIATION
as Loan Trustee,

By: _____
Authorized Officer

(b) All Secured Notes shall bear a legend in substantially the following form: "This security was sold in a private placement, without registration under the Securities Act of 1933 or any state securities act, and may not be transferred by the holder of this security without such registration or exemption from registration."

SECTION 2.02. Terms of Secured Notes. (a) Upon receipt from the Loan Trustee of funds of the type and in the principal amount of each Secured Note to be issued by the Owner to the Purchaser on the Closing Date pursuant to the Participation Agreement, the Owner shall deliver to the Purchaser one or more duly executed Secured Notes, dated such Closing Date, in an aggregate amount equal to the amount of funds delivered by or on behalf of the Purchaser. The Secured Notes so delivered to the Purchaser 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 the Purchaser or its special counsel may specify by telephone or telegram to the Owner at least one Business day prior to the Closing Date or, in the absence of such specification, one Secured Note registered in the name of the Purchaser. Each Secured Note shall bear interest on the principal amount thereof from time to time outstanding from the date thereof until the principal is paid at the rate of 15.25% per annum (computed in each case on the basis of a 360-day year of twelve 30-day months). The interest and principal of such Secured Note shall be payable as follows: (i) one installment of interest only on November 2, 1981, (ii) thereafter in 39 consecutive installments of principal and interest on each July 2 and interest only payments on each January 2, commencing July 2, 1982, and ending on July 2, 2001, each in an amount equal to the percentage of the original principal amount of such Secured Note set forth in Schedule B to this Indenture, except that the last such payment of principal and interest shall in all events be in an amount sufficient to discharge the accrued interest on, and unpaid principal of, such Secured Note. Each Secured Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) at 15.75% per annum, or at such lesser rate as shall be the highest rate a borrower such as the Owner 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.

SECTION 2.03. Payments from Trust Indenture Estate Only. All payments to be made by the Owner or the Loan Trustee under the 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 Loan Trustee shall have sufficient income or proceeds from the Trust Indenture Estate to make such payments to each holder of a Secured Note in accordance with Article III or Article V 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 the Loan Trustee shall be personally liable to the holder of any Secured Note for any amounts payable under any Secured Note or this Indenture except as expressly provided in Section 6.10 hereof, and except for any fraud or intentional misrepresentation by the Owner.

SECTION 2.04. Method of Payment. The principal of, premium, if any, and interest on each Secured Note will be payable on their respective due dates at the office of the corporate trust department of the Loan Trustee at 79 South Main Street, Salt Lake City, Utah 84111, or at the office of any successor Loan Trustee, in immediately available funds. If such payment or any other payment required to be made in immediately available funds is made by federal funds wire transfer, the payor's obligation for timely payment shall be fulfilled by the payor's initiating such transfer, obtaining therefor a wire transfer number and notifying the payee of such number. Notwithstanding the foregoing or any provision in any Secured Note to the contrary, the Loan Trustee will pay, if so requested by the holder of any Secured Note by written notice given to the Loan Trustee at any time (but not less than five business days before any payment hereunder), all amounts payable by the Loan Trustee to such holder (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 or (iii) by any other method requested by such holder which is acceptable to the Loan Trustee. The information in Schedule C attached hereto with respect to the Purchaser shall meet the requirement of notice with respect to the matters specified therein. In the case of the final payment with respect to any Secured Note, such Secured Note shall be surrendered to the Loan Trustee for cancellation. In the case of any partial prepayment of the principal of any Secured Note, such Secured Note may be surrendered to the Loan Trustee in exchange for a new Secured Note pursuant to Section 4.04 hereof. In other cases, if the holder so elects, payment shall be made without any presentment or surrender of any Secured Note. The Owner and the Loan 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 with respect to such Secured Note and for all other purposes, and neither the Owner nor the Loan Trustee shall be affected by any notice to the contrary.

The Owner agrees that, notwithstanding any provision of any Secured Note or of this Section 2.04 to the contrary, if the holder of a Secured Note is an original party to the Participation Agreement or a nominee thereof the Loan Trustee will pay to such holder in the manner

The Owner agrees that, notwithstanding any provision of any Secured Note or of this Section 2.04 to the contrary, if the holder of a Secured Note is an original party to the Participation Agreement or a nominee thereof the Loan Trustee will pay to such holder in the manner specified by such holder, all amounts payable in respect of principal, premium, if any, and interest on such Secured Note without presentment thereof and without any notation of such payment being made on such Secured Note. In the event such holder shall sell, transfer or otherwise dispose of any Secured Note, such holder will, prior to the delivery of such Secured Note, make or cause to be made a notation thereon of the date to which interest has been paid thereon, and if not theretofore made, a notation on such Secured Note of the extent to which payment has been made on account of the principal thereof.

SECTION 2.05. 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 and this Indenture shall terminate when and if all obligations of the Owner under this Indenture have been performed and the principal of, premium, if any, 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 2.06. Registration of Secured Notes; Registration of Transfer and Exchange. The Loan 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 Loan Trustee, together with a written request from such holder for the issuance of a new Secured Note or Secured Notes, specifying the name and address of the new payee or payees. If required by the Loan 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 Loan Trustee duly executed by such holder or his duly authorized attorney. Promptly upon receipt of such documents the Loan Trustee will cause the Owner to execute and the Loan 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 denomination or 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, however, 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 Loan 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 Loan 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 on such Secured Note.

SECTION 2.07. Mutilated, Destroyed, Lost or Stolen Secured Notes. If any Secured Note shall become mutilated, destroyed, lost or stolen, the Loan Trustee shall, upon the written request of the holder of such Secured Note, cause the Owner to execute, and the Loan 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. If the Secured Note being replaced has become mutilated, such Secured Note shall be surrendered to the Loan Trustee. If the Secured Note being replaced has been destroyed, lost or stolen, the holder of such Secured Note shall furnish to the Loan Trustee and the Owner such security or indemnity as may be required by them to save each of them harmless and evidence satisfactory to the Loan Trustee and the Owner 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 Loan Trustee and the Owner shall be sufficient security and indemnity.

SECTION 2.08. Payment of Expenses on Transfer. Upon the issuance of a new Secured Note or Secured Notes pursuant to Section 2.06 or 2.07 hereof, the Loan Trustee may require from the party requesting such new Secured Note or Notes payment of a sum sufficient to reimburse the Owner and the Loan 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 or the Loan Trustee in connection with such issuance.

ARTICLE III

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

SECTION 3.01. Receipt of Funds. (a) Except as otherwise provided in Section 3.03 hereof, each of the payments of Rent (including those payable with respect to any renewal of the Lease), as well as any interest on overdue installments of such Rent, received by the Loan Trustee as part of the Trust Indenture Estate shall be distributed by the Loan

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 Loan 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 (whether by maturity, prepayment, acceleration or otherwise) 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, the balance, if any, of such payment remaining thereafter shall be distributed to the Owner.

(b) Each of the payments made by the Owner to the Loan Trustee with respect to payment of interest on the Secured Notes shall be distributed by the Loan Trustee on the date on which such payment is due in the manner set forth in the first clause of Section 3.01(a) immediately preceding.

SECTION 3.02. Prepayments. Except as otherwise provided in Section 3.03 hereof, if the Owner delivers to the Loan Trustee (a) notice duly delivered pursuant to Section 11 of the Lease by the Lessee to the Owner of a Casualty Occurrence with respect to a Unit or (b) notice duly delivered pursuant to Section 4(b) of the Lease by the Lessee to the Owner of a termination of the Lease with respect to a Unit, which notice has not been rescinded pursuant to Section 4(b), the Loan Trustee shall cause to be prepaid in accordance with and subject to the provisions of Article IV hereof, on (i) the date on which the Casualty Loss Value for such Unit is paid to the Owner under the Lease, or (ii) if the Lease as to such Unit has terminated pursuant to Section 4(b) of the Lease, the Termination Date or Call Date specified in said Section 4(b), as the case may be, Secured Notes originally issued on the Delivery Date for such Unit in an aggregate principal amount equal to the product obtained by multiplying the principal amount of such Secured Notes outstanding at the time of such prepayment by a fraction, the numerator of which shall be Lessor's Cost of such Unit and the denominator of which shall be Lessor's Cost of all Units having the same Delivery Date and still subject to the Lease (including such Unit). The holder of any Secured Note prepaid as a result of the termination of the Lease with respect to a Unit as of a Call Date pursuant to Section 4(b) of the Lease shall be paid a prepayment fee equal to the product obtained by multiplying 7.00% of the amount of prepayment by the fraction, the numerator of which shall be the number of months from the Call Date to the Expiration Date of the Lease and the denominator

of which shall equal one hundred twenty (120). The amount paid to the Loan Trustee under Section 11 or Section 4(b), as the case may be, of the Lease as (x) the Casualty Loss Value for a Unit, (y) the Termination Value for a Unit or (z) the Call Value for a Unit (together with any amounts received by the Loan Trustee under Section 4(b) of the Lease which are to be applied in reduction of the Lessee's obligation to pay such Termination Value or Call Value), 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 pay the prepayment fee, if any, which may be due; second, 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 Loan Trustee in accordance with Section 4.04 hereof); and third, 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.

SECTION 3.03. Payment After Event of Default. All payments received and amounts realized by the Loan Trustee as part of the Trust Indenture Estate after an Event of Default shall have occurred and be continuing and after the Loan Trustee has declared the Lease to be in default pursuant to Section 19 thereof (including any amounts realized by the Loan Trustee from the exercise of any remedies pursuant to Section 19 of the Lease), as well as all payments or amounts then held by the Loan Trustee as part of the Trust Indenture Estate while such Event of Default shall be continuing (except any amounts held by the Loan Trustee for prepayment of Secured Notes or portions thereof which became due and payable before the Loan Trustee declared the Lease to be in default), shall be distributed forthwith by the Loan Trustee in the following order of priority: first, so much of such payments or amounts as shall be required to reimburse the Loan 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 Loan Trustee (to the extent not previously reimbursed and to the extent incurred in connection with its duties as Loan Trustee) and to pay the reasonable costs and expenses of the Loan Trustee shall be distributed to the Loan Trustee; second, so much of such payments or amounts as shall be required to reimburse any holders of Secured Notes for any expenses incurred pursuant to Section 6.04 hereof shall be distributed to such holders ratably, in proportion to the expenses incurred by each such holder; third, 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; fourth, so much of such payments or amounts remaining as shall be required to pay in full the aggregate unpaid principal amount (without premium) 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 fifth, the balance, if any, of such payments or amounts remaining thereafter shall be distributed to the Owner.

SECTION 3.04. Application of Payments According to Lease Provisions. Except as otherwise provided in Section 3.03 hereof, any payments received by the Loan Trustee provision for the application of which is made in the Lease or the Participation Agreement and all payments received by the Loan Trustee which are not part of the Trust Indenture Estate shall be applied as provided in the Lease or the Participation Agreement, as the case may be.

SECTION 3.05. Other Payments. Except as otherwise provided in Sections 3.03 and 3.04 hereof, (i) any payments received by the Loan Trustee for which no provision as to the application thereof is made in the Lease or the Participation Agreement or elsewhere in this Article III, (ii) all payments received and amounts realized by the Loan Trustee under the Lease or otherwise with respect to the Leased Equipment (including, without limitation, all amounts realized upon the sale of the Leased Equipment after the termination of the Lease with respect thereto), to the extent received or realized at any time after payment in full of the principal of, premium, if any, and interest on all Secured Notes has been made or duly provided for, and (iii) any other amount remaining as part of the Trust Indenture Estate after payment in full of the principal of, premium, if any, and interest on all Secured Notes has been made or duly provided for, shall be distributed by the Loan Trustee in the following order of priority, first, in the manner provided in clause "first" of Section 3.03 hereof; and second, in the manner provided in clause "second" of Section 3.03 hereof; and third, in the manner provided in clause "fifth" of Section 3.03 hereof.

SECTION 3.06. Distribution After Event of Default. Anything in this Article III to the contrary notwithstanding, after the Loan Trustee shall have knowledge of an Event of Default (or other event which after notice or lapse of time or both would constitute an Event of Default), all amounts which, but for the provisions of this Section 3.06, would otherwise be distributed by the Loan Trustee to the Owner shall be held by the Loan Trustee as part of the Trust Indenture Estate and, if such Event of Default or other event shall cease to be continuing prior to the time such amounts are distributed pursuant to Section 3.03 hereof, such amounts shall be distributed in accordance with Section 3.04, or if such Section is not applicable, to the Owner.

SECTION 3.07. Payment to Owner. The Loan Trustee will pay, if so requested by the Owner by written notice given to the Loan Trustee at any time (but not less than five business days before any payment hereunder), all amounts payable by the Loan Trustee to the Owner pursuant to this Article III (i) by transferring the amount to be distributed to the Owner 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 the Owner maintained at such bank, (ii) by making a draft in immediately available funds available to the Owner, at such address as the Owner shall have specified in such notice or (iii) by any other method requested by the Owner which is acceptable to the Loan Trustee. The information in Schedule C attached hereto with respect to the Owner shall meet the requirement of notice with respect to the matters specified therein.

ARTICLE IV

PREPAYMENT OF SECURED NOTES

SECTION 4.01. Applicability of Article. Prepayment of Secured Notes, if required by any provision of Article III hereof, shall be made in accordance with such provisions and this Article IV.

SECTION 4.02. Selection of Secured Notes to be Prepaid. If less than all of the outstanding Secured Notes are to be prepaid at any time, the Loan Trustee shall select the Secured Notes or portions of Secured Notes to be prepaid in the following manner: the Loan 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 Loan 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 4.02 as held by separate holders.

SECTION 4.03. Notice of Prepayment. Within 5 days after its receipt of any of the notices with respect to events giving rise to prepayment of the Secured Notes pursuant to Section 3.02 hereof, the Loan 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 Loan Trustee. Such notices shall (i) specify the provisions of 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 4.03, 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 Loan Trustee, the amount of the principal thereof and premium, if any, 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 10.05 hereof.

SECTION 4.04. Surrender of Secured Notes and Payment. If any notice of prepayment shall have been given as provided in Section 4.03 hereof, 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 2.04 hereof, together with interest accrued on the principal amounts to be prepaid to the prepayment date and premiums, if any. Upon presentation and surrender of any Secured Note to be prepaid in part only, the Loan Trustee will cause the Owner to execute, and the Loan Trustee will authenticate and deliver, without charge to the holder thereof, one or more new Secured Notes having an aggregate face amount determined by multiplying the face amount of the Secured Note so prepaid by a fraction, the numerator of which is the unpaid principal amount of said Secured Note immediately after such prepayment and the denominator of which is the unpaid principal amount of such Secured Note immediately prior to such prepayment. Each Secured Note so issued shall be dated the same date and payable to the order of the same payee as the Secured Note so surrendered and shall indicate the then unpaid principal amount of such Note. All Secured Notes surrendered for prepayment as a whole or in part pursuant to this Article IV shall be forthwith canceled by the Loan Trustee.

SECTION 4.05. Cessation of Interest. If any Secured Note or specified portion thereof shall have become due and payable as provided in Section 4.04 hereof and the Loan Trustee shall have received funds available and in amount sufficient to effect such prepayment, interest shall cease to accrue on such Secured Note or specified portion thereof on and after the date specified for prepayment thereof.

ARTICLE V

REMEDIES OF THE LOAN TRUSTEE

SECTION 5.01. Occurrence of Event of Default; Acceleration. (a)(i) If the Owner shall default in performance of any of its obligations hereunder, under any Secured Note or under the Participation Agreement and such default shall continue for twenty (20) days after written notice

thereof to the Owner from the Loan Trustee (hereinafter in this Article V called an "Owner Default") and so long as such default shall thereafter be continuing, or (ii) if an Event of Default shall have occurred and the Lease shall have been declared in default, then, and in every such case, subject however, to the Owner's rights under Section 5.03 hereof, the Loan Trustee, as assignee hereunder of the Lease or as secured party hereunder of the property included in the Trust Indenture Estate or otherwise, may, and when required pursuant to the provisions of Article VI hereof shall, exercise any or all of the rights and powers and pursue any and all of the remedies pursuant to Section 19 of the Lease and this Article V and may take possession of all or any part of the properties (hereinafter in this Article V called the "Mortgaged Property") covered or intended to be covered by the lien created hereby or pursuant hereto and may exclude the Owner, the Lessee and all persons claiming under any of them wholly or partly therefrom.

(b) (i) In the event the Loan Trustee shall at any time declare the Lease to be in default pursuant to Section 19 thereof, or (ii) upon the occurrence of any Owner Default and at any time thereafter so long as the same shall be continuing, the Loan Trustee may by written notice to the Owner declare the entire principal amount of all Secured Notes to be due and payable, whereupon the unpaid principal amount of all Secured Notes then outstanding with accrued interest thereon shall immediately become due and payable without further act or notice of any kind.

SECTION 5.02. Taking Possession of Mortgaged Property; Rights of Loan Trustee. The Owner agrees, to the full extent that it lawfully may, that, in case (i) one or more of the Events of Default shall have occurred and be continuing and after the Lease shall have been declared in default, or (ii) upon the occurrence of any Owner Default and at any time thereafter so long as the same shall be continuing, then, and in every such case, the Loan Trustee may take possession of all or any part of the Mortgaged Property and may exclude the Owner and all persons claiming under the Owner wholly or partly therefrom. The Loan 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, sell all and singular the Mortgaged Property and all estate, right, title, interest, claim and demand therein, at one or more public or private sales, as an entirety or otherwise, and at such time and place and upon such terms as the Loan Trustee may fix and specify in the notice of sale to be given to the Owner in writing at least fifteen (15) days prior to the date of such sale , or as may be required by law. At any such sale the holder of all outstanding Secured Notes, or its agent may, to the extent permitted by applicable law, bid for and purchase all or part of the Mortgaged Property offered for sale, may use any claim for amounts then due and payable to such holder by

the Owner under the Secured Notes or otherwise, or damage to such holder resulting from the breach by the Owner of any of the agreements, covenants or provisions herein or in the Participation Agreement as a credit against the purchase price and, upon compliance in full with the terms of such sale, may hold, retain, and dispose of such Mortgaged Property without further accountability therefor to the Owner or any other party.

To the extent that it lawfully may, the Owner 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 Mortgaged Property or any portion thereof prior to any sale or sales thereof which may be made under or by virtue of this Article V; nor after any such sale or sales, claim or exercise any right, under any applicable present or future law or otherwise, to redeem the Mortgaged Property or any portion thereof so sold; and the Owner, 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 Loan 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, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property or any other security for the Secured Notes or any thereof marshalled upon any foreclosure. At the request of the Loan Trustee, the Owner shall promptly execute and deliver to the Loan Trustee such instruments of title and other documents as the Loan Trustee may deem necessary or advisable to enable the Loan Trustee or an agent or representative designated by the Loan Trustee, at such time or times and place or places as the Loan Trustee may specify, to obtain possession of all or any part or any rights in respect of the Mortgaged Property to the possession of which the Loan Trustee shall at the time be entitled hereunder. If the Owner shall for any reason fail to execute and deliver such instruments and documents after such demand by the Loan Trustee, the Loan Trustee may (a) obtain a judgment conferring on the Loan Trustee the right to immediate possession and requiring the Owner to deliver such instruments and documents to the Loan Trustee, to the entry of which judgment the Owner hereby specifically consents, and (b) pursue all or part of such Mortgaged Property wherever it may be found and may enter any of the premises of the Lessee wherever such Mortgaged Property may be, or may be supposed to be, and search for such Mortgaged Property and take possession of and remove such Mortgaged Property. Upon every such taking of possession, the Loan Trustee may, from time to time, at the expense of the Trust Indenture Estate, make all such reasonable expenditures for maintenance, insurance, repairs, replacements, alterations, additions

and improvements to and of the Mortgaged Property, as the Loan Trustee may deem proper. In each such case, the Loan Trustee shall have the right to use, operate, store, control or manage the Mortgaged Property and to carry on the business and to exercise all rights and powers of the Owner relating to the Mortgaged Property as the Loan 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 Mortgaged Property or any part thereof as the Loan Trustee may determine; and the Loan Trustee shall be entitled to collect and receive all tolls, rents, revenues, issues, income, products and profits of the Mortgaged Property and every part thereof, without prejudice, however, to the right of the Loan Trustee under any provision of this Indenture to collect and receive all cash held by, or required to be deposited with, the Loan Trustee hereunder. Such tolls, rents, revenues, issues, income, products and profits shall be applied to pay the expenses of holding and operating the Mortgaged Property and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Loan Trustee may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Mortgaged Property or any part thereof (including the employment of engineers and accountants to examine, inspect and make reports upon the properties and books and records of the Owner), and all other payments which the Loan 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 Loan Trustee, and of all persons properly engaged and employed by the Loan Trustee.

SECTION 5.03. Certain Rights of Owner. The Loan Trustee shall give the holders of the Secured Notes and the Owner prompt telephonic and written notice of any Event of Default of which the Loan Trustee has knowledge (as provided in Section 6.01 hereof) and shall give the holders of the Secured Notes and the Owner not less than ten (10) days' prior written notice of the date (herein called the "Enforcement Date") on which the Loan Trustee will exercise any remedy or remedies pursuant to Sections 5.01 and 5.02 hereof. If an Event of Default shall have occurred and be continuing, the Owner 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 Basic Rent under the Lease, the Loan 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, the Owner may, but shall not be obligated to, pay to the Loan Trustee prior to the Enforcement Date, an amount equal to any principal and interest (including interest, if any, on overdue payments of principal and interest) then due and payable on the Secured Notes. If the Owner makes such payment prior to the Enforcement Date, such payment shall be deemed to cure any Event of Default in respect of the nonpayment by the Lessee of Basic Rent under the Lease; provided, however, that such right to cure shall be subject to the following limitations:

(i) no more than two consecutive Events of Default in respect of the payment of Basic Rent may be cured through the exercise of such right; and

(ii) no more than six Events of Default in respect of the payment of Basic Rent may be cured through the exercise of such right.

Except as hereinafter in this Section 5.03(a) provided, the Owner, upon exercising the right to remedy any such Event of Default, shall not obtain any lien, charge or encumbrance of any kind on the Leased 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 against the Lessee or any other party for the repayment of such costs or expenses impair the prior right and security interest of the Loan Trustee in and to the Trust Indenture Estate. Upon such payment by the Owner of the amount of principal and interest then due and payable on the Secured Notes, the Owner shall be subrogated to the rights of the Loan Trustee and the holders of the Secured Notes in respect of the 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 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 Loan Trustee of such Basic Rent, the Owner shall be entitled to receive such Basic Rent and such interest upon receipt thereof by the Loan Trustee; provided, however, that (i) in the event the principal and interest on the Secured Notes shall have at any time become due and payable pursuant to Section 5.01(b) 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 Loan Trustee and the holders of the Secured Notes in respect of such payment of Basic Rent and such interest on such overdue Basic Rent, and (ii) the Owner shall not be entitled to seek to recover any such payment (or any payment in lieu thereof) except pursuant to the foregoing subordinated right of subrogation.

(b) Option to Purchase Secured Notes. At any time after the Lease has been declared in default pursuant to Section 19 thereof and upon the written request of the Owner, each holder of a Secured Notes agrees that it will, upon receipt from the Owner of an amount equal to the aggregate unpaid principal amount of all Secured Notes then held by such holder, together with accrued interest thereon to the date of payment, plus any 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 (without recourse or warranty of any kind), 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, and the Owner shall assume all of such holder's obligations under the Participation Agreement. If the Owner shall so request, such holder will comply with all the provisions of Section 2.06 hereof to enable new Secured Notes to be issued to the Owner in such denominations and registrations as the Owner shall request. All charges and expenses required pursuant to Section 2.08 hereof in connection with the issuance of any such new Secured Note shall be paid by the Owner.

SECTION 5.04. Remedies Cumulative. Each and every right, power and remedy herein specifically given to the Loan Trustee in this Indenture or otherwise existing 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 Loan 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 Loan 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 or the Lessee or to be an acquiescence therein. No waiver by the Loan Trustee of any Owner Default or Event of Default shall be deemed to be a waiver of any other or similar, previous or subsequent Owner Default or Event of Default.

SECTION 5.05. Discontinuance of Proceedings. In case the Loan 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 Loan Trustee, then and in every such case the Owner, the Loan Trustee and the Lessee shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property, and all rights, remedies and powers of the Loan Trustee shall continue as if no such proceedings had been taken.

SECTION 5.06. No Action Contrary to Rights under Lease. Notwithstanding any of the provisions of this Indenture to the contrary, neither the Owner nor the Loan Trustee shall, in the absence of an Event of Default and the Lease having been declared to be in default, take any action contrary to the rights of the Lessee under the Lease, including its rights under Section 23 of the Lease, except in accordance with the provisions of the Lease.

ARTICLE VI

DUTIES OF THE OWNER AND THE LOAN TRUSTEE

SECTION 6.01. Action Upon Event of Default. In the event the Owner shall have actual knowledge of an Event of Default, the Owner shall give prompt written notice of such Event of Default to the Loan Trustee and each holder of a Secured Note sent by first class registered mail, postage prepaid. In the event the Loan Trustee shall have knowledge of an Event of Default, the Loan Trustee shall give prompt notice thereof in the same way to the Owner and each holder of a Secured Note. Subject to the terms of Section 6.04 hereof, the Loan Trustee shall take such action, or refrain from taking such action, with respect to such Event of Default as the Loan Trustee shall be instructed in writing by a Majority in Interest of Purchasers. If the Loan Trustee shall not have received instructions as above provided within 20 days after the mailing of notice of such Event of Default to the holders of Secured Notes, the Loan Trustee shall take such action, or refrain from taking such action with respect to such Event of Default as the Loan Trustee shall determine to be advisable 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 of any officer of the Loan Trustee in its Corporate Trust Department, the Loan Trustee shall not be deemed to have knowledge of an Event of Default (except the failure of the Lessee to pay any installment of Basic Rent within two Business days after the same shall become due, the failure of the Lessee to maintain insurance as required under Section 7 of the Lease if the Loan Trustee shall receive notice thereof from an insurer or broker or the failure of the Lessee or the Guarantor to pay any other amount to the Loan Trustee after the Loan Trustee shall have received notice of intent to make any such payment) unless notified in writing thereof by a holder of a Secured Note, the Owner or the Lessee.

SECTION 6.02. Action Upon Instructions Generally. Subject to the terms of Sections 6.01, 6.04 and 9.01 hereof, upon the written instructions at any time and from time to time of a Majority in Interest of Investors or, in the case of clause (a) below, a Majority in Interest of Purchasers, the Loan Trustee shall take such of the following actions as may be specified in such instructions: (a) upon the occurrence of any Event of Default, declare the Lease to be in default pursuant to Section 19 thereof, (b) 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 and (c) approve as satisfactory to it all matters required by the terms of any of the Assigned Documents to be satisfactory to the Owner (or its assigns), it being

understood that without the written instructions of a Majority in Interest of Investors the Loan Trustee shall not approve any such matters as satisfactory to it. The Owner and the Loan Trustee will execute and file such deeds, conveyances, financing statements, continuation statements with respect to financing statements 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 Purchasers (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 6.03. Release of Equipment. (a) So long as no Event of Default (or other event which after notice or lapse of time or both would constitute an Event of Default) has occurred and is continuing, upon partial termination of the Lease with respect to a Unit or Units pursuant to Section 4(b) 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 3.02 hereof, the Loan Trustee shall at the expense of the requesting party, execute and deliver to, or as directed by, the Lessee or the Owner, as the case may be, such instruments (in due form for recording) as may be reasonably requested and furnished by the Lessee or the Owner, as the case may be, releasing such Unit or Units from the lien of this Indenture and from the assignment and pledge hereunder.

(b) So long as no Event of Default (or other event which after notice or lapse of time or both would constitute an Event of Default) has occurred and is continuing, after payment in full of all the principal of, premium, if any, and interest on all Secured Notes and any other sums payble hereunder or under the Secured Notes to the holders thereof, the Loan Trustee shall, upon the written request and at the expense of the Owner, execute and deliver to, or as directed by, the Owner such instruments (in due form for recording) as may be reasonably requested and furnished by the Owner releasing the Leased Equipment from the lien of this Indenture and releasing the Trust Indenture Estate from the assignment and pledge thereof hereunder.

SECTION 6.04. Indemnification, etc. The Loan Trustee shall not be required to take any action or refrain from taking any action under Sections 6.01, 6.02, 6.03 or 6.08 or Article V hereof or towards 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, shall be likely to involve expense or liability, unless one or more of the holders of the Secured Notes shall offer and furnish to the Loan Trustee indemnity, deemed reasonable by the Loan Trustee, against all liability, costs and expenses (including reasonable

attorneys' fees, reasonable compensation of the Loan Trustee and disbursements on appeal), provided, however, that the Loan Trustee shall be required to execute and file continuation statements with respect to financing statements, if so instructed by a Majority in Interest of Purchasers pursuant to Section 6.02 hereof, and the Loan Trustee's compensation for such execution and filing shall be included in its periodic fees and expenses as provided in Section 7.07 hereof. The Loan Trustee shall not be required to take any action under Section 6.01, 6.02 or 6.03 or Article V hereof, nor shall any other provision of this Indenture be deemed to impose a duty on the Loan Trustee to take any action, if the Loan Trustee shall have been advised by counsel (who shall not be an employee of the Loan Trustee) that such action is contrary to the terms hereof or of any of the documents contemplated hereby to which the Loan Trustee is a party or is otherwise contrary to law.

SECTION 6.05. No Duties Except as Specified. It is expressly agreed that anything herein contained to the contrary notwithstanding, the Loan Trustee shall have no obligation or liability under any of the Assigned Documents by reason of or arising out of the assignment thereof contained herein, nor shall the Loan Trustee be required or obligated in any manner, except as expressly provided herein, to perform or fulfill any obligations of the Owner under or pursuant to any of the Assigned Documents, or to make an payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or, times. The Loan Trustee shall not have any duty or obligation to manage, control, use, sell, dispose of or otherwise deal with the Leased Equipment or any other part of the Trust Indenture Estate, or otherwise to take or refrain from taking any action under, or in connection with, this Indenture except as expressly provided by the terms of this Indenture or as expressly provided in written instructions from a Majority in Interest of Purchasers or a Majority in Interest of Investors received pursuant to the terms of Section 6.01 or 6.02 hereof; and no implied duties or obligations shall be read into this Indenture against the Loan Trustee. The Loan 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 duly to discharge all liens and encumbrances on any part of the Trust Indenture Estate or on any properties of the Owner Granted as part of the Trust Indenture Estate, which result from claims against it not related to the ownership of the Leased 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 6.06. No Action Except Under Lease, Indenture or Participation Agreement. The Owner and the Loan Trustee agree that they will not manage, control, use, sell, dispose of or otherwise deal with the Leased Equipment or other property 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) in accordance with written instructions from a Majority in Interest of Purchasers or a Majority in Interest of Investors pursuant to Section 6.01 or 6.02 hereof.

SECTION 6.07. Assigned Documents. The Owner hereby warrants and represents that it will not, except as provided in this Indenture or specifically anticipated and provided for in any of the Assigned Documents, enter into any agreement amending or supplementing any of the Assigned Documents, accept any payment from the Lessee, the Guarantor or any affiliate of any thereof in connection with the transactions contemplated hereby, settle or compromise any claim against the Lessee, the Guarantor or any affiliate of any thereof in connection with the transactions contemplated hereby or arising under the Assigned Documents, or submit or consent to the submission to arbitration of any dispute, difference or other matter arising under or in respect of any of the Assigned Documents. The Owner shall 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 hereby ratifies and confirms the Assigned Documents, and does hereby agree that it will not 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 the assignment herein or of any of the rights created by any of the Assigned Documents or this Indenture. The Owner hereby constitutes the Loan Trustee the true and lawful attorney of the Owner, irrevocably, with full power (in the name of the Owner 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 Loan Trustee may deem to be necessary or advisable in the premises.

SECTION 6.08. Performance by Loan Trustee. Upon the written instructions of a Majority in Interest of Purchasers, the Loan Trustee shall, upon prior written notice to the Owner, perform any act which is undertaken by the Owner to be performed by the Owner under the Lease or hereunder, but which the Owner shall fail to perform, and may take any other action which a Majority in Interest of Purchasers may deem necessary for the maintenance, preservation, or protection of the Loan Trustee's interest in the Trust Indenture Estate. All moneys advanced and

all expenses (including legal fees) incurred by the Loan Trustee or any holder of a Secured Note in connection with such action together with interest at the rate of 15.75% per year, or the maximum lesser rate permitted under applicable law, shall be repaid by the Owner to the Loan Trustee or such holder, as the case may be, upon demand, and shall be secured hereby as provided herein. The making of such advance by the Loan Trustee or such holder shall not, however, relieve the Owner of liability for any default hereunder until the full amount of all such moneys so advanced and such interest thereon shall have been repaid by the Owner to the Loan Trustee or such holder, as the case may be, and such default shall have otherwise been cured.

SECTION 6.09. Location of Units; Inspection. The Owner shall not intentionally use any Unit outside of the continental United States without the written consent of the Loan Trustee, which consent shall be given upon the written instructions of a Majority in Interest of Investors or a Majority in Interest of Purchasers, as the case may be, pursuant to Section 6.02 herein, which instructions shall not be unreasonably withheld. To the extent that the Owner can grant such right, the Loan Trustee shall at all times have the right to enter into and upon any premises wherein any of the Units may be situated for the purpose of locating and inspecting the same, observing its use, and/or otherwise protecting the security interest created herein.

SECTION 6.10 Claims Against Owner. Notwithstanding the provisions of Section 2.03 hereof, the Owner shall indemnify, save and hold harmless all present and future holders of the Secured Notes from and against any reduction in the amount payable out of the Trust Indenture Estate in respect of the amounts payable under the Secured Notes, or other loss, cost or expense incurred by such holders, as a result of the imposition or enforcement of any lien or claim (a) against the Trust Indenture Estate by any taxing authority because of the non-payment by the Owner of taxes imposed on or measured by the net income of the Owner by such taxing authority or (b) against the Owner not related to the ownership of the Leased Equipment.

ARTICLE VII

THE OWNER AND THE LOAN TRUSTEE

SECTION 7.01. Acceptance of Trust and Duties. The Loan 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 moneys constituting part of the Trust Indenture Estate.

The Loan Trustee shall not be liable under any circumstances, except for its own wilful misconduct or for its gross negligence, and the Loan Trustee shall not be liable for any action or inaction of the Owner.

SECTION 7.02. Absence of Certain Duties. Except in accordance with written instructions or requests furnished pursuant to Section 6.01, 6.02 or 6.05 hereof and except as otherwise provided herein, the Owner and the Loan Trustee shall have no duty (a) to see to any insurance on the Leased 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 the Guarantor or (d) to inspect the Leased Equipment at any time or ascertain or inquire as to the performance of observance of any covenants of the Lessee, the Guarantor or any affiliate of any of them under the Assigned Documents; provided, however, that the Owner will, upon request by the Loan Trustee, furnish to the Loan Trustee promptly upon receipt thereof duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Owner under the Lease or the Guarantee including, without limitation, a copy of each report or notice from the Lessee received pursuant to Section 6 of the Guarantee to the extent that the same shall not have been furnished to the Loan Trustee pursuant to the Lease or the Guarantee. The foregoing proviso shall not be construed to limit or otherwise affect Section 7.03 hereof.

SECTION 7.03. No Representations or Warranties as to Leased Equipment or Documents. THE OWNER AND THE LOAN TRUSTEE MAKE (a) NO REPRESENTATION OR WARRANTY AS TO THE VALUE, MERCHANTABILITY, CONDITION OR FITNESS FOR USE OF THE LEASED EQUIPMENT OR AS TO THEIR TITLE THERETO, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED EQUIPMENT WHATSOEVER except that the Owner hereby represents and warrants to the Purchaser that on or prior to each Closing Date the Owner shall have received whatever title was conveyed to it with respect to the Units delivered and accepted under the Lease on such Closing Date and that such Leased Equipment shall be free of liens and encumbrances which may result from acts by or claims against the Owner not contemplated by this Indenture or any document included in the Trust Indenture Estate, and (b) no representation or warranty as to the validity, legality or enforceability of this Indenture, 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 7.04. Further Assurances. The Owner hereby warrants and represents that it has not Granted any of its right, title or interest hereby Granted to anyone other than the Loan Trustee in its capacity as

Loan Trustee. The Owner 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 Section 8.01 hereof, and to the knowledge of the Owner it has performed all obligations on its part to be performed under the Assigned Documents on or prior to the date of execution hereof by the Owner and there has not occurred on or prior to such date any default under any Assigned Document by any party thereto or any event which, but for the lapse of time or the giving of notice or both, would be such default. The Owner will promptly and duly execute and deliver to the Loan Trustee such instruments, documents and assurances, including, without limitation, amendments to Schedules A and B hereto, conveyances, financing statements and continuation statements with respect to financing statements and take such further action as the Loan Trustee may from time to time reasonably request in order to obtain the full benefits of the Grant of the Trust Indenture Estate, 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 Loan Trustee and the holders of the Secured Notes 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 and to protect the Owner's and Loan Trustee's intended interests in the Leased Equipment in the event that, contrary to the parties' intent and belief, the Lease is held to be a security agreement under the Uniform Commercial Code including, without limitation, the prompt recording or filing of counterparts hereof, or of such other documents with respect hereto, in accordance with the laws of such jurisdictions, as the Loan Trustee may from time to time reasonably request.

SECTION 7.05. Reliance; Agents; Advice of Counsel. The Owner and the Loan 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 and the Loan Trustee may accept copies of resolutions of the Boards of Directors of the Lessee and the Guarantor certified respectively by the Secretary or an Assistant Secretary of the Lessee and the Guarantor as duly adopted and in full force and effect, as conclusive evidence that such resolutions have been duly adopted by said Boards and that the same is in full force and effect. As to any fact or matter dealing with the Lessee the manner of ascertainment of which is not specifically described herein, the Owner and the Loan Trustee may for all purposes hereof rely on a certificate, signed by the President, any Vice President or the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, of the Lessee as to such fact or matter, and such certificate shall constitute full protection to the Owner and the Loan Trustee for any action taken or omitted to be taken by them in good faith

in reliance thereon. The Loan Trustee shall furnish to the Owner upon request such information and copies of such documents as the Loan Trustee may have and as are necessary for the Owner to perform its duties under Article II hereof. In the administration of the trust hereunder, the Owner and the Loan Trustee may each consult with counsel, accountants and other skilled persons to be selected and retained by it (other than persons regularly in its employ), and the Owner and the Loan 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 7.06. Not Acting in Individual Capacity. The Loan Trustee acts hereunder solely as trustee as herein provided and not in its individual capacity; and all persons having any claims against the Loan Trustee by reason of the transactions contemplated hereby, except holders of any Secured Note having claims based on gross negligence or willful misconduct of the Loan Trustee, 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 7.07. No Compensation from Holders of Secured Notes or from Trust Indenture Estate. The Loan Trustee agrees that (except as provided in Section 6.04 hereof) it shall have no right against the holders of Secured Notes or (except as expressly provided herein) the Trust Indenture Estate for any fee as compensation for its services hereunder. The Loan Trustee acknowledges and agrees that, except as may be specifically agreed upon pursuant to the provisions of Section 6.04 hereof, the holders of the Secured Notes shall have no responsibility or liability for the Loan Trustee's initial and periodic fees and expenses, all of which shall be borne by the Owner; provided that the Owner shall not be obligated to pay any fees or expenses incurred by the Loan Trustee in connection with the resignation or removal of the Loan Trustee pursuant to Section 8.02 hereof.

SECTION 7.08. No Lien on Trust Indenture Estate. The Owner shall have no lien on the Trust Indenture Estate to secure their indemnification pursuant to Section 20 of the Lease. The Loan Trustee shall have a lien on the Trust Indenture Estate to secure its indemnification pursuant to Section 20 of the Lease.

ARTICLE VIII

TRANSFER OF OWNER'S INTEREST; SUCCESSOR TRUSTEES AND SEPARATE TRUSTEES

SECTION 8.01. Transfer of the Owner's Interest. The Owner may assign, convey or otherwise transfer any of its right, title or interest in and to the Leased Equipment or any other part of the Trust Indenture Estate provided the Owner agrees in writing with the Loan Trustee to remain primarily liable for all obligations of the Owner under this Agreement and the Assigned Documents incurred on or before the date of such transfer and to remain secondarily liable for all such obligations incurred thereafter, provided, however, that the Owner need not so agree to remain secondarily liable if such transferee is (a) the Owner's parent, (b) a bank, savings institution or trust company acting for its own account having a capital and surplus of not less than $50,000,000 or (b) a finance or leasing company having a net worth of not less than $10,000,000. In the event of any such assignment, conveyance and transfer, the transferee shall become a party to this Agreement and shall agree to be bound by all the terms of and will undertake all of the obligations of the Owner contained in this Agreement in such manner as is satisfactory to the Loan Trustee. No such assignment, conveyance or transfer shall violate any provision of law or regulation or create a relationship which would be in violation thereof. The Loan Trustee shall not be on notice of or otherwise bound by any such assignment, conveyance or transfer unless and until it shall have received an executed counterpart of the instrument of such assignment, conveyance or transfer. Upon any such disposition by the Owner to a transferee as above provided, the transferee shall be deemed the "Owner" for all purposes hereof, and shall be deemed to have made all the payments previously made by its transferor and to have acquired the same interest in the Trust Indenture Estate as theretofore held by its transferor; and each reference herein to the Owner shall thereafter be deemed a reference to such transferee.

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

Loan Trustee to act until such time, if any, as a successor shall have been appointed as above provided. The successor Loan Trustee so appointed by such court shall immediately and without further act be superseded by any successor Loan Trustee appointed as above provided.

(b) Any successor Loan Trustee, however appointed, shall be a bank having trust powers or a trust company having its principal place of business in the continental United States and having a combined capital and surplus of at least $100,000,000, if there be such an institution willing, able and legally qualified to perform the duties of the Loan Trustee hereunder upon reasonable or customary terms.

SECTION 8.03. Successor Acceptance of Appointment. Any successor Loan Trustee, whether appointed by a court or by a Majority in Interest of Purchasers, shall execute and deliver to the predecessor Loan Trustee an instrument accepting such appointment, and thereupon such successor Loan Trustee, without further act, shall become vested with all the estate, properties, rights, powers and duties of the predecessor Loan Trustee hereunder in the trusts hereunder applicable to it with like effect as if originally named the Loan Trustee herein; but nevertheless upon the written request of such successor Loan Trustee such predecessor Loan Trustee shall execute and deliver an instrument transferring to such successor Loan Trustee, upon the trusts herein expressed applicable to it, all the estates, properties, rights and powers of such predecessor Loan Trustee and such predecessor Loan Trustee shall duly assign, transfer, deliver and pay over to such successor Loan Trustee all moneys or other property then held by such predecessor Loan Trustee hereunder.

SECTION 8.04. Successor Loan Trustees by Merger. Any corporation into which the Loan Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Loan Trustee shall be a party, or any corporation to which substantially all the business of the Loan Trustee may be transferred, shall, subject to the terms of Section 8.02(b), be the Loan Trustee under this Indenture without further act.

SECTION 8.05. Appointment of Additional, Separate and Co-Trustees. (a) Whenever the Loan 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 Loan 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 Loan Trustee shall have been requested to do so by a Majority in Interest of Purchasers, the Loan Trustee and the Owner 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 Loan Trustee,

either to act as additional trustee or co-trustee of all or any part of the Trust Indenture Estate jointly with the Loan Trustee or to act as separate trustee or co-trustee 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, co-trustee or separate co-trustee, as the case may be, any property, title, right or power of the Loan Trustee deemed necessary or advisable by the Loan Trustee, subject to the remaining provisions of this Section 8.05. In the event the Owner shall not have joined in the execution of such indenture supplemental hereto within 15 days after the receipt of a written request from the Loan Trustee so to do, or in case an Event of Default shall occur and be continuing, the Loan Trustee its agent and attorney to act for it under the foregoing provisions of this Section 8.05 in either of such contingencies. The Loan Trustee may execute, deliver and perform any conveyance, assignment or other instrument in writing as may be required by any additional trustee, separate trustee, co-trustee or separate co-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, separate trustee, co-trustee or separate co-trustee, as the case may be, and the Owner shall, upon the Loan Trustee's request, join therein and execute, acknowledge and deliver the same; and the Owner hereby makes, constitutes and appoints the Loan Trustee its agent and attorney-in-fact for it and in its name, place and stead to execute, acknowledge and deliver any such deed, conveyance, assignent or other instrument in the event that the Owner shall not itself execute and deliver the same within 15 days after receipt by it of such request so to do.

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

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

(ii) all other rights, powers and obligations conferred or imposed herein upon the Loan Trustee shall be conferred or imposed upon and exercised or performed by the Loan Trustee and such additional trustee or co-trustee and separate trustee or co-trustee jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Loan Trustee shall be incompetent or unqualified to perform such act or acts, 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 co-trustee or separate trustee or co-trustee; and

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

If at any time the Loan 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 necessary or prudent in the interest of the holders of the Secured Notes or in the event that the Loan Trustee shall have been requested to do so in writing by a Majority in Interest of Purchasers, the Loan Trustee and the Owner shall execute and deliver an indenture supplemental hereto and all other instruments and agreements necessary or proper or to remove any additional trustee or co-trustee or separate trustee or co-trustee. In the event that the Owner shall not have joined in the execution of such instruments or agreements or such indenture supplemental hereto, the Loan Trustee may act on behalf of the Owner to the same extent provided above.

(c) Any additional trustee or co-trustee or separate trustee or co-trustee may at any time by an instrument in writing constitute the Loan 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 co-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 co-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 Loan Trustee, without the appointment of a new successor to such additional trustee or co-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 Loan Trustee to any additional trustee or co-trustee or separate trustee or co-trustee shall be sufficient warrant to such additional trustee or co-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 or co-trustee and separate trustee or co-trustee appointed pursuant to this Section shall be subject to, and

shall have the benefit of, Articles III, IV, V, VI, VII and VIII hereof insofar as they apply to the Loan Trustee.

(f) Except as contemplated by clause (ii) of Section 8.05(b) hereof, notwithstanding any other provisions of this Section 8.05, the powers of any additional trustee or co-trustee or separate trustee or co-trustee appointed pursuant to this Section 8.05 shall not in any case exceed those of the Loan Trustee hereunder.

ARTICLE IX

SUPPLEMENTS AND AMENDMENTS TO THIS INDENTURE AND OTHER DOCUMENTS

SECTION 9.01. Conditions and Limitations. Except as provided in Sections 9.02 and 9.03 hereof, at any time and from time to time, but only upon the written request of a Majority in Interest of Investors, (a) the Owner and the Loan 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 parties thereto other than the Owner 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 Secured Notes then outstanding and each holder of equity interest Leased Equipment, 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 9.01 or of Sections 6.01, 6.02, 6.03 or 6.04 hereof, the definitions of the terms "Majority in Interest of Purchasers" and "Majority in Interest of Investors" contained herein or the definition of "Event of Default" contained in the Lease, (ii) reduce the amount or extend the time of payment of any amount owing or payable under any Secured Note, reduce the interest payable on any Secured Note, or alter or modify the provisions of Article III hereof with respect to the order of priorities in which distributions thereunder shall be made as between the holders of Secured Notes and the Owner, (iii) reduce, modify or amend any indemnities in favor of any holder of Secured Notes, (iv) reduce the amount or extend the time of payment of the Rent, Termination Value or Casualty Loss Value set forth in the Lease, (v) modify, amend or supplement the Lease or the Guarantee or consent to any assignment of the Lease or the Guarantee, in either case releasing the Lessee or the Guarantor from their respective obligations in respect of the payment of the Rent, Termination Value or Casualty Loss Value or changing the absolute and unconditional character of such obligations as set forth in Section 5 of the Lease and in the Guarantee or (vi) subject to Section 6.03 and Article X hereof, 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 lien of this Indenture on the Trust Indenture Estate or release any property from the Trust Indenture Estate other than pursuant to the express provisions hereof and of the Assigned Documents.

SECTION 9.02. Supplements Not Requiring Consent or Request. At any time property is to be added to the Trust Indenture Estate, the Owner and the Loan Trustee, without the consent of, or any written request from any holder of any Secured Note, shall execute a supplement to this Indenture for the sole purpose of adding to the Trust Indenture Estate such property.

SECTION 9.03. Loan Trustee Protected. If in the opinion of the Loan Trustee any document required to be executed pursuant to the terms of Section 9.01 hereof adversely affects any of the rights or obligations of the Loan Trustee under this Indenture, the Participation Agreement or the Lease, the Loan Trustee may in its or their discretion decline to execute such document.

SECTION 9.04 Documents Mailed to Holders. Promptly after the execution by the Owner or the Loan Trustee of any document entered into pursuant to Section 9.01 or 9.02 hereof, the Owner shall mail, by first class certified mail, return receipt requested, postage prepaid, a conformed copy thereof to each holder of a Secured Note at its address last known to the Owner, but the failure of the Owner to mail such conformed copies shall not impair or affect the validity of such document.

ARTICLE X

MISCELLANEOUS

SECTION 10.01. 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 Loan Trustee of the Leased Equipment constituting part of the Trust Indenture Estate and the final distribution by the Loan Trustee of all moneys or other property or proceeds constituting part of the Trust Indenture Estate in accordance with the terms of Article III hereof, or (ii) twenty-one years less one day after the death of the last survivor of all the descendants living on the date of execution of this Indenture of the grandparents of Brandon Seth Krantz of Encino, California; provided, however, that if any rights, privileges or options under this Indenture shall be or become valid under applicable law for a period subsequent to the 21st anniversary of the death of such last

survivor (or, without limiting the generality of the foregoing, if legislation shall become effective providing for the validity or permitting the effective grant of such rights, privileges and options for a period in gross, exceeding the period for which such rights, privileges and options are hereinabove stated to extend and be valid), then such rights, privileges or options shall not terminate as aforesaid but shall extend to and continue in effect, but only if such nontermination and extension shall then be valid under applicable law, until such time as the same shall, under applicable law, cease to be valid; 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 and all other obligations provided for in this Indenture, all moneys or other property or proceeds constituting part of the Trust Indenture Estate shall be paid to the Owner. The Loan Trustee shall promptly notify the Lessee of the termination of this Indenture pursuant to this Section 10.01. In connection with such termination, the Loan Trustee shall at the expense of the owner of the Leased 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 10.01.

SECTION 10.02. No Legal Title to Trust Indenture Estate in Holders. The holders of Secured Notes and the Owner shall have no legal title to any part of the Trust Indenture Estate. No transfer, by operation of law or otherwise, of any Secured Note or other right, title and interest of any holder of a Secured Note or of the Owner 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 or Owner to an accounting or to the transfer to it of legal title to any part of the Trust Indenture Estate.

SECTION 10.03. Sale of Leased Equipment by Loan Trustee is Binding. Any sale or other conveyance of the Leased Equipment or any portion thereof by the Loan Trustee made pursuant to the terms of this Indenture or of the Lease shall bind the Owner and the holders of the Secured Notes and shall be effective to transfer or convey all right, title and interest of the Loan Trustee, the Owner and such holders in and to such Leased 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 Loan Trustee.

SECTION 10.04. Indenture for Benefit of Owner, Loan Trustee, Trustor and Holders of Secured Notes Only. Nothing in this Indenture, whether express or implied, shall be construed to give to any person other than the Owner, the Loan Trustee and the holders of the Secured Notes any legal or equitable right, remedy or claim under or in respect of this Indenture or any Secured Note.

SECTION 10.05. 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, addressed to it at 20 Broad Street, New York, New York 10005 Attention: Vice President and Secretary with a copy to First Security Leasing Company, 79 South Main Street, Salt Lake City, Utah 84111, Attention: President (b) if to the Loan Trustee, addressed to it at 79 South Main Street, Salt Lake City, Utah 84111 Attention: Corporate Trust Department, and (c) if to any holder of a Secured Note, addressed to such holder at such address as such holder shall have furnished by notice to the Owner and the Loan Trustee or, until an address is so furnished, addressed to such holder at its address set forth on Schedule C attached hereto. Whenever any notice in writing is required to be given by the Owner, the Loan Trustee or any holder of a Secured Note to any of the other of them, such notice shall only be deemed given and such requirements satisfied three days after the date of deposit in the United States mail, with proper postage prepaid for first class certified mail, return receipt requested, addressed to the address of the appropriate party for purposes of notice hereunder; provided, however, that a telephoned, telegraphed, telexed or telecopied notice shall be deemed effective for all purposes of this Indenture on the date such notice is transmitted if a written confirmation of such notice is deposited in the United States mail, postage prepaid, return receipt requested and addressed as aforesaid, within three days of the date on which such notice is transmitted. Any such party may change the address to which notice to such party shall be sent by giving notice of such change to such other parties.

SECTION 10.06. 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 10.07. 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 10.08. Successors and Assigns. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Owner, the Loan Trustee and each holder of a Secured Note and their respective successors and assigns. Any request, notice, direction, consent, waiver or other instrument or action by, the Owner or any holder of a Secured Note shall bind the successors and assigns of such party.

SECTION 10.09. Payments on Business Day. Notwithstanding any provision hereof to the contrary, any payment pursuant to this Indenture due on a day which is not a Business day shall be paid, without any interest charge for such delay, on the next day which is a Business day.

SECTION 10.10. 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 or of any Secured Note shall be effective only in the specific instance and for the specific purpose given.

SECTION 10.11. 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 10.12. Governing Law. This Indenture shall in all respects be governed by, and construed in accordance with, the laws of the State of New York.

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.

[Seal]

AUBREY G. LANSTON & CO., INC.
as Owner

Attest:

By

Title: Chairman and Chief Executive Officer

[Seal]

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION
as Loan Trustee,

Attest:

By

Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, a _____ of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association, known to me to be the 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 ___ day of _____, 1981.

[Seal]

_____
Notary Public

My Commission Expires _____

STATE OF New York)
) ss.:
COUNTY OF New York)

BEFORE ME, the undersigned authority, on this day personally appeared John P. Freeman, Jr., a Chairman and Chief Executive Officer of AUBREY G. LANSTON & CO., INC., 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 10th day of June, 1981.

[Seal]

Thelma Ewig
Notary Public

My Commission Expires _____

THELMA EWIG
Notary Public, State of New York
No. 31-1145375
Qualified in New York County
Commission Expires March 30, 1988

SECTION 10.09. Payments on Business Day. Notwithstanding any provision hereof to the contrary, any payment pursuant to this Indenture due on a day which is not a Business day shall be paid, without any interest charge for such delay, on the next day which is a Business day.

SECTION 10.10. 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 or of any Secured Note shall be effective only in the specific instance and for the specific purpose given.

SECTION 10.11. 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 10.12. Governing Law. This Indenture shall in all respects be governed by, and construed in accordance with, the laws of the State of New York.

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.

[Seal]

AUBREY G. LANSTON & CO., INC.
as Owner

Attest:

_____

By _____
Title:

[Seal]

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION
as Loan Trustee,

Attest:

By _____
Title: Trust Officer

STATE OF Utah)
) ss.:
COUNTY OF Salt Lake)

BEFORE ME, the undersigned authority, on this day personally appeared R. D. Schutjer, a Trust Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association, known to me to be the 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 11th day of June, 1981.

[Seal]

Randy R. Marchant
Notary Public

My Commission Expires 2-8-82

STATE OF New York)
) ss.:
COUNTY OF New York)

BEFORE ME, the undersigned authority, on this day personally appeared _____, a _____ of AUBREY G. LANSTON & CO., INC., 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 ___ day of _____, 1981.

[Seal]

_____
Notary Public

My Commission Expires _____

SCHEDULE A
to the
Indenture

A. LIQUID CHLORINE TANK CARS

Type:	17,500 gallon nominal capacity liquid chlorine tank cars
Quantity:	111
Reporting Marks:	HOKX 8358 - HOKX 8468
A.A.R. Mechanical Designation:	D.O.T. 105A500W
Specifications:	Compts: 1, Lt. wt. 82,800 lbs., length over strikers 46'-11", length over truck centers 36',0", Ht. 15',1" width 10', 8", plate specification TC-128 Gr. B, Outside diameter 102", length over seams 38', 9", no heater pipes, no underframe, WABCO PAC Truck Mounted Brakes, 100 ton Barber Trucks, Timken Roller Bearings, 36" wheels, 4" Foam (2,6 lbs./ft. density) insulation, Jacket 11 Guage Steel, unlined, valves per Chlorine Institute Standards, Cardwell Westinghouse Mark 50 Draft Gears, top and bottom shelf couplers, Cobra Hi Friction brake Shoes

B. LIQUID CAUSTIC SODA TANK CARS

Type:	16,000 gallon nominal capacity caustic soda tank cars
Quantity:	17
Reporting Marks:	HOKX 8469 - HOKX 8485

A.A.R. Mechanical Designation: D.O.T. 111A100W1

Specifications: Compts: 1, lt.wt. 62,700 lbs., length over strikers 41', 71/2", length over truck centers 30', 8 1/2" Ht. 14', 9 3/8", width 10', 8", Plate specification A-515 Gr. 70, Outside diameter 106", length over seams 33', 6", 6" half oval 8 run heater pipes, no underframe, WABCO PAC truck mounted brakes, 100 ton Barber Trucks, Timken roller bearings, 36" wheels, 4" fiberglass (1 lb. density) insulation, 11 gauge steel jacket, bottom loading, pipe size 2" C.S., air connection 1", bottom unloading, Cardwell Westinghouse Mark 50 draft gears, top and bottom shelf couplers Cobra Hi Friction brake shoes

C. HYDROCHLORIC ACID TANK CARS

Type: 20,000 gallon nominal capacity hydrochloric acid (muriatic acie) tank car

Quantity: 63
Reporting Marks: HOKX 8295 - HOKX 8357

A.A.R. Mechanical Designation: D.O.T. 111A100W5

Specifications: Compt. 1, 20 1/2" manway, 1 100 PSI safety vent, full dome, 2 way entry, center sill less type underframe, Cardwell Westinghouse Mark 50 draft gear, 100 Ton -AAR 6 1 1.2" x 12" trucks w/Timken roller bearings, 36" wheels, WABCO PAC truck mounted brakes, Cobra Hi Friction Brake shoes, Grade E steel on couplers, Bottom and Top shelf couplers, 3/16" natural rubber lining, no coils.

D. *DIATOMACEOUS EARTH COVERED HOPPER CARS*

Type:	5,750 cu.ft. 5 PSI diatomaceous earth covered hopper cars
Quantity	6
Reporting Marks:	OCCX 9001 - OCCX 9006
Specifications:	Compts: 4, 5750 cu.ft.; each end compt: 1575 cu. ft.; each center compt: 1300 cu. ft.; 10 - 20" inside dia. roof hatches, 4" or 5" quick coupler (male) outlet; 3" quick coupler (male) air connection; 45° hopper slope; 98" center of gravity, 100 ton trucks, lt.wt. 67,000 lbs; gross rail load 263,000 lbs, Payload weight - 1996,000 lbs., roller-bearings, length over truck centers - 50' 9 1/2"; length over strikers - 61' - 5 1/2"; Max. ht. - 15' - 6"; Max. Width - 10'5"; two coat Double Coat Poly Clutch Lining, 6 to 8 mils air cured.

E. TANK CARS

Type:	14,500 gallon nominal capacity tank cars
Quantity:	16
Reporting Marks:	OCCX 6001, OCCX 6018, OCCX 6050 OCCX 6051, OCCX 6054, OCCX 6056 OCCX 6057, OCCX 6060, OCCX 6061 OCCX 6062, OCCX 6066, OCCX 6067 OCCX 6069, OCCX 6071, OCCX 6074 OCCX 6076
A.A.R. Mechanical Designation:	D.O.T. 111A100W1
Builder's Specifications:	est. lt. wt. 65,300, no coils, max. lading 14,210, 6" polyurethane 2.3 # density insulation, 3/16" F & D heads, 11 ga. steel all welded shell, welded sub sill underframe, shell length: 35'11", OAL: 38'3", 20" Type 316 stainless steel dome cover,

Midland A-426 safety vent, 3/16" natural rubber lining length over strikers: 45'1", truck centers: 34'-1", AAR M-901-E draft gear, vertical hand wheel hand brake, truck mounted airbrake with ABDW valve, SE60C-HT couplers, Y-40A-HT yokes, 100 Ton Barber S-2-C trucks with 5'10" wheelbase and 3 11/16" spring travel, one wear steel H-36 Class "U" wheels, 6 1/2" x 12" bearings roller type and N.F.L., one level safety type dome. Porter coating system with A.A.R. and D.O.T. stenciling to be applied.

SCHEDULE B
to the
Indenture

PRINCIPAL AND INTEREST PAYMENT SCHEDULE
SECURED NOTES DUE 2001

Payment Date	% of Original Principal Amount Repayable
November 1, 1981	4.13927871
July 1, 1982	10.89832507
January 1, 1983	7.56921105
July 1, 1983	8.66661405
January 1, 1984	7.48553407
July 1, 1984	8.75029107
January 1, 1985	7.38909635
July 1, 1985	8.84672875
January 1, 1986	7.27795188
July 1, 1986	8.95787328
January 1, 1987	7.14985787
July 1, 1987	9.08596727
January 1, 1988	7.00222953
July 1, 1988	9.23359563
January 1, 1989	6.83208786
July 1, 1989	9.40373726
January 1, 1990	6.63599960
July 1, 1990	9.59982550
January 1, 1991	6.41000787
July 1, 1991	9.82581727
January 1, 1992	6.14955240
July 1, 1992	13.69423380
January 1, 1993	5.57427045
July 1, 1993	14.26951585
January 1, 1994	4.91125799
July 1, 1994	14.93252829
January 1, 1995	4.14713613
July 1, 1995	12.80958073
January 1, 1996	3.48662472
July 1, 1996	9.30928352
January 1, 1997	3.04264699
July 1, 1997	9.20979959
January 1, 1998	2.57240161
July 1, 1998	9.15318241

Payment Date	% of Original Principal Amount Repayable
January 1, 1999	2.07061707
July 1, 1999	9.09292197
January 1, 2000	1.53516701
July 1, 2000	9.02814381
January 1, 2001	0.96382753
July 1, 2001	13.60418863

SCHEDULE C
to the
Indenture

INFORMATION FOR NOTICES,
REGISTRATION OF SECURED NOTES
AND PAYMENTS

PURCHASER:

In case of notices:

Teacher Retirement System of Texas
1001 Trinity Street
Austin, Texas 78701

In case of all payments on account of the Secured Notes: by crediting (in the form of bank wire transfer of immediately available funds) as follows:

City Bank of Austin
For the account of Teacher Retirement System of Texas
Attention: Investment

with written notice to the Purchaser of the identity of the transaction and what portion of the payment constitutes payment of principal of and interest on its Secured Note(s).

OWNER:

In case of all payments to be made to the Owner pursuant to Article III hereof by bank wire transfer of immediately available funds as follows:

Irving Trust Company
1 Wall Street
New York, New York 10005
for the account of Aubrey G. Lansten & Co., Inc.
Account Number 1010039581

STATE OF)
COUNTY OF)

On this _____ day of _____ before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of _____ _____, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authoirty of its Board of Directors, and he acknowledged that the excution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

My Commission expires _____