

2-305A963

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RECORDATION NO. 18073  
FILED 1425

RECORDATION NO. 18073  
FILED 1425

December 30, 1992  
DEC 30 1992 5:02 PM

DEC 30 1992 10:00 PM

RECORDATION NO. 18073  
FILED 1425  
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

DEC 30 1992 10:00 PM

Re: **Wisconsin Central Ltd. - Lease Agreement and  
Trust Indenture and Security Agreement**

Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

RECORDATION NO. 18073  
FILED 1425  
A  
B  
C

Attention: Sidney L. Strickland, Secretary

DEC 30 1992 10:00 PM  
INTERSTATE COMMERCE COMMISSION

Dear Mr. Secretary:

I have enclosed two fully executed and acknowledged originals of each of the four documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The first document is a lease dated as of December 28, 1992 and is a "primary document" as defined in the applicable regulations.

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

Lessee: Wisconsin Central Ltd.  
One O'Hare Center  
6250 North River Road, Suite 900  
Rosemont, Illinois 60018

Lessor: Delaware Trust Capital Management, Inc., not  
in its individual capacity but solely as Owner  
Trustee  
900 Market Street, H02M12  
Wilmington, Delaware 19801

*John S.*

*(S. Strickland)*

Interstate Commerce Commission  
December 30, 1992  
Page 2

The second document is a Lease Supplement No. 1 dated December 30, 1992 and is a "primary document" as defined in the applicable regulations.

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

Lessee: Wisconsin Central Ltd.  
One O'Hare Center  
6250 North River Road, Suite 900  
Rosemont, Illinois 60018

Lessor: Delaware Trust Capital Management, Inc., not  
in its individual capacity but solely as Owner  
Trustee  
900 Market Street, H02M12  
Wilmington, Delaware 19801

The third document is a Trust Indenture and Security Agreement dated as of December 28, 1992 and is a "primary document" as defined in the applicable regulations.

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

Owner Trustee: Delaware Trust Capital Management,  
Inc., not in its individual capacity but  
solely as Owner Trustee  
900 Market Street, H02M12  
Wilmington, Delaware 19801

Indenture Trustee: The First National Bank of Boston, in  
its capacity as Indenture Trustee  
150 Royall Street  
Canton, MA 02105-1618

Interstate Commerce Commission  
December 30, 1992  
Page 3

The fourth document is a Trust Indenture and Security Agreement Supplement No. 1 dated December 30, 1992 and is a "primary document" as defined in the applicable regulations.

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

Owner Trustee: Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee  
900 Market Street, H02M12  
Wilmington, Delaware 19801

Indenture Trustee: The First National Bank of Boston  
150 Royall Street  
Canton, MA 02105-1618

The equipment covered by the documents consists of boxcars, flatcars, and covered hopper cars and all parts, substitutions, replacements and improvements with respect thereto, except such thereof as remain the property of the Lessee under the Lease. Such equipment is designated with more particularity in Schedule 1 to Lease Supplement No. 1 and Schedule 1 to the Trust Indenture and Security Agreement Supplement No. 1.

A fee of thirty-two dollars (\$32.00) is enclosed. Please return one of the originals to me at Thelen, Marrin, Johnson & Bridges, 330 Madison, Suite 1100, New York, New York 10017.

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

Equipment Lease Agreement between Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee, 900 Market Street, H02M12, Wilmington, Delaware 19801 and Wisconsin Central Ltd., One O'Hare Center, 6250 North River Road, Suite 900, Rosemont, Illinois 60018, dated as of December 28, 1992, covering boxcars, flatcars and covered hopper cars and all parts, substitutions, replacements and improvements with respect thereto, except such thereof as remain the property of the Lessee under the Lease Agreement.

Lease Supplement No. 1 between Delaware Trust Capital Management, Inc. not in its individual capacity but solely as Owner Trustee, 900 Market Street, H02M12, Wilmington, Delaware 19801 and Wisconsin Central Ltd., One O'Hare

Interstate Commerce Commission  
December 30, 1992  
Page 4

Center, 6250 North River Road, Suite 900, Rosemont, Illinois 60018, dated December 30, 1992 describes the particular Units of Equipment accepted under the Lease Agreement on Schedule 1 thereto.

Trust Indenture and Security Agreement between Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee, 900 Market Street, H02M12, Wilmington, Delaware 19801, dated as of December 28, 1992, pursuant to which Series A Loan Certificates and Series B Loan Certificates with respective maturity dates of May 1, 2013 and May 1, 2008, each bearing interest at 8.49% have been issued and which grants a security interest in the boxcars, flatcars and covered hoppers and all parts, substitutions, replacements and improvements with respect thereto, except such thereof as remain the property of the Lessee under the Lease Agreement and certain other collateral described therein; which equipment is subject to the Equipment Lease Agreement referred to above.

Trust Indenture and Security Agreement Supplement No. 1 between Delaware Trust Capital Management, Inc., not in its individual capacity but solely as Owner Trustee, 900 Market Street, H02M12, Wilmington, Delaware 19801 and Wisconsin Central Ltd., One O'Hare Center, 6250 North River Road, Suite 900, Rosemont, Illinois 60018 describes the particular Units of Equipment covered by the Trust Indenture and Security Agreement referred to above in Schedule 1 thereto.

Very truly yours,



David P. Graybeal

DPG:mm  
encs.

Interstate Commerce Commission  
Washington, D.C. 20423

12/30/92

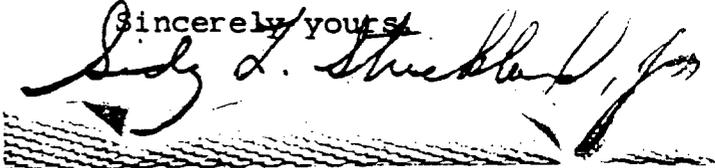
OFFICE OF THE SECRETARY

David P. Graybeal  
Thelen, Marrin, Johnson & Bridges  
330 Madison Avenue  
New York- N.Y. 10017

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 12/30/92 at 3:35pm, and assigned re-  
recording number(s). 18073 18073-A 18073-B & 18073-C

Sincerely yours,



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

18073 A  
RECORDATION NO. FILED 2428

DEC 30 1992-3 55 PM

INTERSTATE COMMERCE COMMISSION

TRUST INDENTURE AND SECURITY AGREEMENT

Dated as of December 28, 1992

between

Delaware Trust Capital Management, Inc.,  
Owner Trustee,

and

The First National Bank of Boston,  
Indenture Trustee

This Trust Indenture and Security Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 30, 1992 at 3:55 P.m., Recordation Number 18073, A.

TABLE OF CONTENTS

	PAGE
ARTICLE I:       DEFINITIONS; GRANT OF SECURITY . . . . .	2
Section 1.01. Definitions . . . . .	2
Section 1.02. Grant of Security . . . . .	2
Section 1.03. Financing and Continuation Statements . .	4
Section 1.04. Limitation on Indenture Trustee's Duty in Respect of the Collateral . . . . .	5
ARTICLE II:     THE LOAN CERTIFICATES . . . . .	5
Section 2.01. Forms of Loan Certificates . . . . .	5
Section 2.02. Terms of Loan Certificates . . . . .	9
Section 2.03. Payments from Collateral Only . . . . .	11
Section 2.04. Method of Payment . . . . .	12
Section 2.05. Termination of Interest in Collateral . .	13
Section 2.06. Registration of Loan Certificates; Transfer and Exchange . . . . .	13
Section 2.07. Mutilated, Destroyed, Lost or Stolen Loan Certificates . . . . .	14
Section 2.08. Payment of Expenses on Transfer . . . . .	15
ARTICLE III:    RECEIPT, DISTRIBUTION, AND APPLICATION OF INCOME FROM THE COLLATERAL . . . . .	15
Section 3.01. Receipt of Funds . . . . .	15
Section 3.02. Prepayments . . . . .	17
Section 3.03. Payment After Indenture Event of Default . . . . .	22
Section 3.04. Application of Payments According to Lease Provisions . . . . .	23
Section 3.05. Other Payments . . . . .	23
Section 3.06. Distribution After Indenture Default . .	24
Section 3.07. Funds Held By Indenture Trustee . . . . .	24
Section 3.08. Payments to the Owner Trustee . . . . .	25
Section 3.09. Payments to the Lessee . . . . .	25
ARTICLE IV:     PREPAYMENT OF LOAN CERTIFICATES . . . . .	25
Section 4.01. Applicability of Article . . . . .	25
Section 4.02. Selection of Loan Certificates to be Prepaid . . . . .	25
Section 4.03. Notice of Prepayment . . . . .	26
Section 4.04. Method of Payment . . . . .	26
Section 4.05. Cessation of Interest . . . . .	26

	PAGE
ARTICLE V: REMEDIES OF THE INDENTURE TRUSTEE . . . . .	27
Section 5.01. Occurrence of Owner Default; Acceleration . . . . .	27
Section 5.02. Taking Possession of Collateral; Rights of the Indenture Trustee . . . . .	30
Section 5.03. Certain Rights of the Owner Trustee . . . . .	31
Section 5.04. Remedies Cumulative . . . . .	36
Section 5.05. Discontinuance of Proceedings . . . . .	37
Section 5.06. No Action Contrary to Rights Under Lease . . . . .	37
Section 5.07. Certain Rights of the Owner Trustee . . . . .	37
ARTICLE VI: DUTIES OF THE OWNER TRUSTEE AND THE INDENTURE TRUSTEE . . . . .	39
Section 6.01. Action Upon Indenture Event of Default . . . . .	39
Section 6.02. Continued Perfection . . . . .	40
Section 6.03. Release of Units . . . . .	41
Section 6.04. Indemnification of Indenture Trustee . . . . .	42
Section 6.05. No Duties Except as Specified . . . . .	43
Section 6.06. No Action Except Under Lease, Indenture or Participation Agreement . . . . .	43
Section 6.07. Operative Agreements . . . . .	43
Section 6.08. Performance by the Indenture Trustee . . . . .	45
Section 6.09. Location of Units; Inspection . . . . .	45
Section 6.10. Claims Against the Owner Trustee and the Indenture Trustee . . . . .	45
ARTICLE VII: THE OWNER TRUSTEE AND THE INDENTURE TRUSTEE . . . . .	46
Section 7.01. Acceptance of Trust and Duties . . . . .	46
Section 7.02. Absence of Certain Duties . . . . .	46
Section 7.03. No Representation or Warranties as to Equipment or Documents . . . . .	46
Section 7.04. Further Assurances . . . . .	47
Section 7.05. Reliance; Agents; Advice of Counsel . . . . .	47
Section 7.06. Not Acting in Individual Capacity . . . . .	48
Section 7.07. No Compensation from Certificate Holders or from Collateral . . . . .	48
Section 7.08. Relationship of the Indenture Trustee to Certificate Holders . . . . .	48
Section 7.09. No Lien on Collateral . . . . .	48
ARTICLE VIII: SUCCESSOR TRUSTEES AND SEPARATE TRUSTEES . . . . .	49
Section 8.01. Resignation or Removal of Indenture Trustee; Appointment of Successor . . . . .	49
Section 8.02. Successor Acceptance of Appointment . . . . .	49
Section 8.03. Successor Indenture Trustees by Merger . . . . .	50

	PAGE
Section 8.04. Appointment of Additional, Separate and Co-Trustees . . . . .	50
ARTICLE IX: SUPPLEMENTS AND AMENDMENTS TO THIS INDENTURE AND OTHER DOCUMENTS . . . . .	52
Section 9.01. Conditions and Limitation . . . . .	52
Section 9.02. Supplements Not Requiring Consent or Request . . . . .	53
Section 9.03. Indenture Trustee Protected . . . . .	54
Section 9.04. Documents Mailed to Certificate Holders .	54
ARTICLE X: MISCELLANEOUS . . . . .	54
Section 10.01. Termination of Indenture . . . . .	54
Section 10.02. No Legal Title to Collateral in Certificate Holders . . . . .	55
Section 10.03. Sale of Equipment by the Indenture Trustee Is Binding . . . . .	55
Section 10.04. Indenture for Benefit of Certain Parties Only . . . . .	55
Section 10.05. Notices . . . . .	55
Section 10.06. Severability . . . . .	56
Section 10.07. Separate Counterparts . . . . .	56
Section 10.08. Successors and Assignees . . . . .	56
Section 10.09. Payments on Business Day . . . . .	56
Section 10.10. Written Changes Only . . . . .	56
Section 10.11. Headings . . . . .	57
Section 10.12. Governing Law . . . . .	57
SIGNATURE PAGE . . . . .	58
EXHIBIT A Form of Indenture Supplement	
SCHEDULE A Definitions	
SCHEDULE B Loan Certificate Repayment Schedule	
SCHEDULE C Information for Payments	

TRUST INDENTURE  
AND SECURITY AGREEMENT

THIS TRUST INDENTURE AND SECURITY AGREEMENT dated as of December 28, 1992, ("Indenture") between Delaware Trust Capital Management, Inc., a Delaware banking corporation, not in its individual capacity, but solely as trustee under that certain Trust Agreement dated as of the date hereof and between MetLife Capital Corporation, a Delaware corporation, Delaware Trust Capital Management, Inc. (in such capacity, together with each successor in such capacity, the "Owner Trustee"), and The First National Bank of Boston, a national banking association (in its capacity as indenture trustee hereunder, together with each successor as such indenture trustee, the "Indenture Trustee"):

RECITALS

A. The capitalized terms used in this Indenture and not hereinabove defined have the meanings indicated in Section 1.01 of this Indenture.

B. The Owner Trustee, the Indenture Trustee, the Lessee, the Loan Participants and the Owner Participant have entered into the Participation Agreement which provides, among other things, for the commitment of the Loan Participants to purchase on certain dates therein provided the Loan Certificates, the proceeds of which will be applied to finance a portion of the Equipment Cost of the Equipment to be purchased by the Owner Trustee and leased to the Lessee pursuant to the Lease.

C. The Owner Trustee, not in its individual capacity except as expressly set forth therein, and the Owner Participant have entered into the Trust Agreement which provides, among other things, for the creation of the Trust with respect to the Equipment.

D. The Loan Certificates and all principal thereof, premium, if any, and interest thereon and all other Secured Indebtedness are to be paid and performed in accordance with the terms and conditions of this Indenture.

E. All of the requirements of law relating to the transactions contemplated hereby have been fully complied with and all other authorizations, acts and things necessary to make this Indenture a valid, binding and legal instrument of the parties hereto and to grant to the Indenture Trustee the security interest in the Collateral have been duly taken.

## AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the covenants herein contained, the parties hereto hereby agree as follows:

### ARTICLE I:           DEFINITIONS; GRANT OF SECURITY

Section 1.01. Definitions. The capitalized terms used in this Indenture and not otherwise defined herein shall have the respective meanings specified in Annex I to the Participation Agreement, a copy of which Annex I is attached hereto as Schedule A.

Section 1.02. Grant of Security. As security for the Secured Indebtedness, the Owner Trustee hereby assigns, transfers and grants to Indenture Trustee and its successors and permitted assignees forever for the benefit of the Certificate Holders a security interest in all right, title and interests of Owner Trustee in and to the following property, whether tangible or intangible, wherever located or situated, whether now existing, owned or held or hereafter acquired or arising, excluding the Excepted Rights in Collateral (all of which property, other than the Excepted Rights in Collateral, collectively and severally, the "Collateral"):

(a) All accounts, contract rights, general intangibles, chattel paper, instruments, documents, money, deposit accounts, equipment, inventory and uncertificated securities consisting of or arising from any of the following:

(1) all Equipment leased or to be leased to the Lessee by the Owner Trustee pursuant to the Lease, including, without limitation, the Units or Items of Equipment described in each Lease Supplement and each Indenture Supplement executed and delivered on any Closing Date, the form of which Indenture Supplement is attached hereto as Exhibit A and made a part hereof, together with (A) all Parts, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, (B) all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, except such thereof as remain the property of the Lessee under the Lease, together with all the rents, issues, income and profits therefrom, and (C) any and all payments or proceeds payable to the Owner Participant, the Owner Trustee or the Indenture Trustee with respect to any Unit as the result of the sale, lease or other disposition thereof.

(2) the Lease, including all extensions of the terms of the Lease, together with all rights, powers, privileges, options and other benefits of the Owner Trustee as Lessor under the Lease, including, without limitation:

(A) the immediate and continuing right to receive and collect all Basic Rent, Supplemental Rent (including, without limitation, any Stipulated Loss Value and Termination Value payments), insurance proceeds, condemnation awards, patent indemnity payments and other payments, tenders and security now or hereafter payable to or receivable by the Lessor under the Lease;

(B) subject to Section 5.07 hereof, the right (i) to receive from the Lessee certificates, notices and other documents and information which the Lessee is required to give or furnish to the Lessor, the Owner Trustee or the Owner Participant and (ii) to inspect the Equipment and all records relating thereto;

(C) subject to Section 5.07 hereof, the right to make all waivers and agreements and to enter into any amendment relating to the Lease or any provision thereof;

(D) except as otherwise provided in Article V of this Indenture, the right to take such action upon the occurrence of a Lease Default or a Lease Event of Default, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or at law or in equity, and to do any and all other things whatsoever which the Owner Trustee or any Lessor is or may be entitled to do under the Lease, it being the intent and purpose hereof that the assignment and transfer to the Indenture Trustee of said rights, powers, privileges, options and other benefits shall be an immediate and present assignment;

(3) the Bills of Sale, Assignments of Warranties, the Purchase Agreement Assignments, and any and all other contracts and agreements transferring to the Owner Trustee title to the Equipment or otherwise relating to the Equipment (including any sublease thereof) or any rights or interest therein to which the Owner Trustee is now or hereafter a party or the beneficiary thereof and all representations, warranties and covenants contained therein (collectively, with the Lease, the "Assigned Agreements"), together with all rights, powers, privileges, licenses, easements, options and other benefits of the Owner Trustee under each Assigned Agreement, including, without limitation:

(A) subject to Section 5.07 hereof, the immediate and continuing right to make all waivers and agreements relating to the Assigned Agreements or any provision thereof;

(B) subject to Section 5.07 hereof, the right to give and receive all notices and other instruments or communications;

(C) except as otherwise provided in Article V of this Indenture, to take such action upon the occurrence of a default thereunder, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted thereby or at law or in equity, and to do any and all other things which the Owner Trustee is or may be entitled to do thereunder, it being the intent and purpose hereof that the assignment and transfer to the Indenture Trustee of said rights, powers, privileges, licenses, easements, options and other benefits shall be an immediate and present assignment;

(4) any and all moneys and other property (including, without limitation, each amendment or supplement to any and all property included in the Collateral) which may from time to time, by delivery to the Indenture Trustee or by any instrument, including, without limitation, this Indenture or any Indenture Supplement, be expressly subjected to the lien hereof by the Owner Trustee or by anyone on its behalf or with its express consent, or pursuant to any instrument included in the Collateral, it being the intention of the Owner Trustee and the Indenture Trustee and it being hereby agreed by them that all property hereafter acquired by the Owner Trustee and required under the terms hereof to be subjected to the lien of this Indenture or intended so to be shall forthwith upon the acquisition thereof by the Owner Trustee be as fully embraced within the lien of this Indenture as if such property were now owned by the Owner Trustee and were specifically described in this Indenture and the Indenture Trustee is hereby authorized to receive any and all such property as and for additional security for the payment of the Secured Indebtedness; and

(b) all proceeds of the foregoing (including, without limitation, whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

Section 1.03. Financing and Continuation Statements. Without limiting the generality of Section 7.04 hereof, the Owner Trustee hereby authorizes the Indenture Trustee to file one or

more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral, without the signature of Owner Trustee where permitted by law. A carbon, photographic or other reproduction of this Indenture or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

Section 1.04. Limitation on Indenture Trustee's Duty in Respect of the Collateral. Beyond the safe custody and preservation thereof, the Indenture Trustee shall not have any duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of it or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

ARTICLE II: THE LOAN CERTIFICATES

Section 2.01. Forms of Loan Certificates. The Loan Certificates shall each be substantially in the form set forth below (with appropriate variations as therein specified in order to constitute such Loan Certificates as Loan Certificates of a particular Series):

[FORM OF LOAN CERTIFICATE]

DELAWARE TRUST CAPITAL MANAGEMENT, INC., AS OWNER TRUSTEE  
SERIES [ ] LOAN CERTIFICATE DUE [DATE]

NO. R- \_\_\_\_\_, 19\_\_  
\$ \_\_\_\_\_

Delaware Trust Capital Management, Inc., a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of December 28, 1992 between Delaware Trust Capital Management, Inc. and MetLife Capital Corporation, a Delaware corporation (in such capacity, the "Owner Trustee"), hereby promises to pay to [Name of Loan Participant] ("the Loan Participant"), or its registered assignees, (1) the principal sum of \$ \_\_\_\_\_, (2) interest on the unpaid principal amount of this Loan Certificate from the date of this Loan Certificate until paid at a rate per annum equal to the sum of Eight and Forty-Nine One Hundredths Percent (8.49%) (computed on the basis of a 360-day year and twelve 30-day months; provided, however, that until May 1, 1993, interest shall be computed on the basis of a 365-day year and actual days elapsed), in one installment of interest only on May 1, 1993 and continuing with \_\_\_\_\_ (\_\_\_\_\_) consecutive installments of principal and accrued interest on each November 1 and May 1 thereafter to and including \_\_\_\_\_, \_\_\_\_\_; provided, however, that any amount of principal hereunder

not paid when due (whether at stated maturity, by acceleration or otherwise) and (to the extent permitted by applicable law) premium and overdue interest, shall bear interest computed as aforesaid at the Late Rate from the due date thereof, payable on demand. Each installment of principal shall be in the dollar amount set forth on Schedule 1 attached hereto opposite the payment date of such installment. The last payment of principal and interest shall in all events be in an amount sufficient to discharge the accrued interest on, unpaid principal of and premium, if any, on this Loan Certificate. If any date upon which a payment is due hereunder is not a Business Day, then except as described in the next sentence, the amount otherwise payable on such date shall be due and payable on the next succeeding Business Day with the same force and effect as though made on such prior date and with no adjustment for interest.

This Loan Certificate is one of the Loan Certificates, Series \_\_\_\_\_, of the Owner Trustee, not exceeding \$\_\_\_\_\_ in aggregate principal amount (the "Series \_\_\_\_\_ Loan Certificates") to which reference is made in, and which has been issued by the Owner Trustee under and pursuant to the terms of, the Trust Indenture and Security Agreement dated as of December 28, 1992, (as amended or supplemented the "Indenture," the defined terms therein, not otherwise defined herein, being used herein with the same meanings), between the Owner Trustee and The First National Bank of Boston, a national banking association, as the indenture trustee thereunder (hereinafter, together with its successors and assignees, called the "Indenture Trustee"). The Series \_\_\_\_\_ Loan Certificates are equally and ratably, with the Loan Certificates, Series \_\_\_\_\_, of the Owner Trustee, not exceeding \$\_\_\_\_\_ in aggregate principal amount (the "Series \_\_\_\_\_ Loan Certificates"), secured by the Indenture. Reference is hereby made to the Indenture for a statement of the rights of the Certificate Holders of, and the nature and extent of the security for, this Loan Certificate and of the rights of the Certificate Holders of, and the nature and extent of the security for, the other Loan Certificates and of certain rights of the Owner Trustee, including but not limited to the right to purchase the Loan Certificates 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 Certificate Holder hereof agrees by its acceptance of this Loan Certificate.

All payments of principal and interest to be made by the Owner Trustee hereunder shall be made only from the income and proceeds from the Collateral and shall be payable by the Indenture Trustee only to the extent that the Indenture Trustee shall have sufficient income or proceeds from the Collateral to make such payments to the Certificate Holder hereof in accordance with the terms of Article III, Article IV or Article V of the Indenture. Each Certificate Holder hereof, by its acceptance of

this Loan Certificate, agrees that it will look solely to the income and proceeds from the Collateral to the extent available for distribution to the Certificate Holder hereof as provided in the Indenture and that none of the Owner Trustee, the Owner Participant, or the Indenture Trustee shall be personally liable to the Certificate Holder hereof for any amounts payable under this Loan Certificate. Principal, premium, if any, and interest shall be payable on the respective due dates at the office of the Indenture Trustee at its corporate trust office, initially located at Blue Hills Office Park, 150 Royall Street, Canton, Massachusetts 02021 (Mail Stop 45-02-15), or at such other office as the Indenture Trustee may advise each Certificate Holder in writing or at the office of any successor Indenture Trustee, in lawful money of the United States of America in immediately available funds.

Each Loan Certificate is issuable as a registered Loan Certificate in the denominations of \$100,000 (or any amount greater than \$100,000) or such lesser amount as will represent the respective Loan Participant's purchase commitment for that particular Series of Loan Certificates as of any particular Closing Date. As provided in the Indenture, and subject to certain limitations therein set forth, the transfer or exchange of this Loan Certificate shall be registered on the register maintained therefor by the Indenture Trustee at its office at its corporate trust office, initially located at Blue Hills Office Park, 150 Royall Street, Canton, Massachusetts 02021, or at such other office as the Indenture Trustee may advise each Certificate Holder in writing, or at the office of any successor Indenture Trustee. Prior to due presentment for registration and transfer of this Loan Certificate in accordance with the Indenture, the Owner Trustee and the Indenture Trustee shall deem and treat the Person in whose name this Loan Certificate shall be registered as the absolute owner and Certificate Holder hereof for the purpose of receiving payment of all amounts payable by the Owner Trustee with respect to this Loan Certificate, for the purpose of determining a Majority of Certificate Holders, and for all other purposes, and neither the Owner Trustee nor the Indenture Trustee shall be affected by any notice to the contrary.

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

This Loan Certificate is not subject to prepayment except as contemplated by Article III, Article IV or Article V of the Indenture; any such prepayments may result in a reduction in principal installments pursuant to Article II of the Indenture. Upon the occurrence of an Indenture 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.

The Owner Trustee agrees to pay all costs and expenses, including reasonable attorneys' fees, expended or incurred by the Indenture Trustee or the Certificate Holder hereof in connection with the enforcement of this Loan Certificate, the collection of any sums due hereunder or under the Indenture, any actions for declaratory relief in any way related to this Loan Certificate, or the protection or preservation of any rights of the Indenture Trustee or the Certificate Holder hereof, including any such costs and expenses incurred in connection with any appeal of a judgment.

This Loan Certificate shall be governed by the laws of the State of New York.

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

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

Delaware Trust Capital Management,  
Inc., not in its individual  
capacity, but solely as Owner  
Trustee

By \_\_\_\_\_  
Its

THIS LOAN CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT SUCH REGISTRATION OR EXEMPTION THEREFROM UNDER THE ACT.

[FORM OF THE INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Loan Certificates specified above to which reference is made in the within-mentioned Indenture.

Authentication Date:  
\_\_\_\_\_, 19\_\_

The First National Bank of Boston,  
as Indenture Trustee

By \_\_\_\_\_  
Its

[Amortization schedule to be attached as Schedule 1 to Loan Certificate.]

Section 2.02. Terms of Loan Certificates.

(a) Generally. The Loan Certificates will be issued in two (2) Series, identified as Series A Loan Certificates or Series B Loan Certificates and the Loan Certificates within each Series will be designated as such. The Loan Certificates are to be substantially in the form set forth in Section 2.01 hereof. The term "Loan Certificates" as used herein shall include each Series A Loan Certificate and Series B Loan Certificate delivered pursuant to this Indenture and the Participation Agreement. The Series A Loan Certificates and the Series B Loan Certificates shall have a final maturity date of May 1, 2013 and May 1, 2008, respectively. The aggregate principal amount of the Series A Loan Certificates to be issued hereunder shall not exceed \$22,900,000; and the aggregate amount of the Series B Loan Certificates to be issued hereunder shall not exceed \$11,750,000. Upon receipt by the Indenture Trustee (on behalf of the Owner Trustee) from a Loan Participant of the Equipment Cost of each Series of Loan Certificates to be issued by the Owner Trustee to such Loan Participant on each Closing Date pursuant to the Participation Agreement, the Owner Trustee shall deliver to such Loan Participant one or more duly executed Loan Certificates of such Series, each dated such Closing Date, in the aggregate principal amount of such purchase price to finance a portion of the Equipment Cost of the respective Group of Equipment as follows:

Series of Loan Certificates

Series A  
Series B

Group of Equipment

Group A Equipment  
Group B Equipment

Each Loan Certificate so delivered to the Loan Participants on each Closing Date shall be in the denomination of \$100,000 (or any amount greater than \$100,000) or such lesser amount as will represent all of the respective Loan Participant's purchase commitment for that particular Series of Loan Certificates on any Closing Date and shall be issued and registered in such names as such Loan Participant or its counsel may specify by telephone or telegram to the Owner Trustee at least two (2) Business Days prior to each Closing Date or, in the absence of such specification, one Loan Certificate registered in the name of such Loan Participant for each Series of Loan Certificates being issued to such Loan Participant on such Closing Date.

Subject to the provisions of Section 2.02(b) hereof, the principal amount of each Loan Certificate shall be payable in accordance with Schedule B to this Indenture for such Series with Schedule B-1 to apply to the Series A Loan Certificates and Schedule B-2 to apply to the Series B Loan Certificates, each such installment in an amount equal to the percentage for the date of such installment set forth in the applicable Schedule B for such Series multiplied by the original principal amount of such Loan Certificate, and the Owner Trustee, subject to the prior approval of the Indenture Trustee, shall prepare and the Indenture Trustee shall attach to each Loan Certificate a schedule of principal installments in dollars for such Loan Certificate as computed. Each Loan Certificate will (1) be dated the date of issue, (2) bear interest from such date of issue at a rate per annum equal to Eight and Forty-Nine One Hundredths Percent (8.49%), computed on the basis of a 360-day year and twelve 30-day months; provided, however, that until May 1, 1993, interest shall be computed on the basis of a 365-day year and actual days elapsed, (3) be payable in one installment of interest only on May 1, 1993, and (4) be payable in \_\_\_\_\_ (\_\_\_) consecutive semi-annual installments of principal and accrued interest on each November 1 and May 1 thereafter to and including May 1, 2013, in the case of Series A Loan Certificates and May 1, 2008 in the case of Series B Loan Certificates, in accordance with the amortization schedule for such Series set forth in Schedule B hereto with Schedule B-1 applicable to Series A Loan Certificates and Schedule B-2 applicable to Series B Loan Certificates. Each Loan Certificate shall bear interest (computed as aforesaid) at the Late Rate on any part of principal and (to the extent permitted by applicable law) premium and overdue interest from the date thereof, payable on demand. The last payment of principal and interest shall in all events be in an amount sufficient to discharge the accrued interest on, unpaid principal of, and premium, if any, on each Loan Certificate.

(b) Revision of Schedule. (1) In the event of a prepayment of any Loan Certificate pursuant to Section 3.02(a) hereof with respect to any Unit, each future installment of principal on such Loan Certificate shall be reduced to an amount

equal to the product obtained by multiplying (i) the corresponding installment set forth in the original schedule of principal installments for such Loan Certificate by (ii) a fraction, the numerator of which shall be the Equipment Cost of all remaining Equipment in the Group of Equipment with respect to which such Loan Certificate was issued and the denominator of which shall be the original Equipment Cost of all Units in such Group of Equipment. In the event of a prepayment of any Loan Certificate pursuant to Section 3.02(b)(2) hereof, each future installment of principal on such Loan Certificate shall be reduced pro rata by the amount of such prepayment. With respect to either of the foregoing events, the Indenture Trustee shall notify the Certificate Holder of any such prepaid Loan Certificate that the future installments on such Loan Certificate shall be reduced; promptly after receiving a request therefor from the Indenture Trustee, the Owner Trustee and the Lessee shall prepare and furnish to the Indenture Trustee a revised schedule of principal installments for each such prepaid Loan Certificate, which revised schedule of principal installments the Indenture Trustee shall promptly furnish to the Certificate Holder of such Loan Certificate.

(2) After the occurrence of an ITC Optimization Event and on or before May 1, 1994, the Owner Trustee may deliver to the Indenture Trustee a supplement to this Indenture for the purpose of amending Schedule B hereto and a revised schedule of principal installments for each Loan Certificate pursuant to and in compliance with Section 2.11 of the Participation Agreement. Promptly after receiving such supplement and revised schedule of principal installments, the Indenture Trustee shall furnish such schedule to the Certificate Holder of each Loan Certificate. The Indenture Trustee or any Certificate Holder shall have the right to contest the arithmetic accuracy of any calculation of any principal installment calculated by the Owner Trustee pursuant to Section 2.11 of the Participation Agreement and delivered pursuant to this Section 2.02(b)(2) by delivery of written notice to the Owner Trustee within five (5) Business Days after receipt by the Indenture Trustee or such Certificate Holder of such revised schedule of principal installments setting forth the Indenture Trustee's or such Certificate Holder's objections. Within three (3) Business Days of receipt by the Owner Trustee of such notice, the Owner Trustee shall respond to such objection and shall notify the Indenture Trustee and such Certificate Holder of the nature of such objection, and the Owner Trustee's response thereto. Promptly after any such objections have been resolved, the Indenture Trustee shall execute and deliver such supplement and shall furnish a copy of such supplement and the revised schedule of principal to each Certificate Holder.

Section 2.03. Payments from Collateral Only. All payments to be made by the Owner Trustee or the Indenture Trustee under the Loan Certificates shall be made only from the income

and the proceeds from the Collateral and only to the extent that the Indenture Trustee shall have sufficient income or proceeds from the Collateral to make such payments to each Certificate Holder in accordance with Article III, Article IV or Article V hereof. Each Certificate Holder, by its acceptance of such Loan Certificate, agrees that it will look solely to the income and proceeds from the Collateral to the extent available for distribution to such Certificate Holder as herein provided and that neither the Owner Trustee, the Owner Participant, nor the Indenture Trustee shall be personally liable to the Certificate Holder of any Loan Certificate for any amounts payable under any Loan Certificate or this Indenture.

Section 2.04. Method of Payment. The principal of, premium, if any, and interest on each Loan Certificate will be payable on their respective due dates at the office of the Indenture Trustee at its corporate trust office, initially located at Blue Hills Office Park, 150 Royall Street, Canton, Massachusetts 02021 (Mail Stop 45-02-15), or at such other office as the Indenture Trustee may advise each Certificate Holder in writing, or at the office of any successor Indenture Trustee, in lawful money of the United States of America in immediately available funds. Notwithstanding the foregoing sentence or any provision in any Loan Certificate to the contrary, the Indenture Trustee will pay all amounts payable by the Indenture Trustee to such Certificate Holder (a), unless otherwise requested pursuant to clause (b) below, by transferring the amount to be distributed to such Certificate Holder by wire of immediately available funds to the account stated on Schedule C hereto or to such bank in the United States which is a member of the Federal Reserve System as shall have been specified by written notice given to the Indenture Trustee at any time (but not less than five (5) Business Days before any payment thereunder), for credit to the account of such Certificate Holder maintained at such bank, or (b) by any other method requested by such Certificate Holder which is acceptable to the Indenture Trustee, in any such case without presentment or surrender of such Loan Certificate. Prior to due presentment for registration of transfer of a Loan Certificate in accordance with this Indenture, the Owner Trustee and the Indenture Trustee shall deem and treat the Person in whose name any Loan Certificate shall have been issued and registered as the absolute owner and Certificate Holder of such Loan Certificate for the purpose of receiving payment of all amounts payable by the Owner Trustee with respect to such Loan Certificate and for all other purposes, and, prior to due presentation for registration of transfer of a Loan Certificate, neither the Owner Trustee nor the Indenture Trustee shall be affected by any notice to the contrary. All such payments so made to any such Certificate Holder or upon its order shall be valid and, to the extent of the sum or sums paid, effectual to satisfy and discharge liabilities for moneys due on any such Loan Certificate.

Notwithstanding any provision of any Loan Certificate or of this Section 2.04 to the contrary, the Indenture Trustee will pay each Certificate Holder all amounts payable in respect of principal of, premium, if any, and interest on such Loan Certificate without presentment thereof and without any notation of such payment being made on such Loan Certificate. In the event any Certificate Holder shall sell, transfer or otherwise dispose of any Loan Certificate, such Certificate Holder will, prior to the delivery of such Loan Certificate, 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 Loan Certificate of the extent to which payment has been made on account of the principal thereof.

Section 2.05. Termination of Interest in Collateral. No Certificate Holder shall have any further interest in, or other right with respect to, any Collateral (i) upon release of the Lien of this Indenture in respect of such Collateral pursuant to Section 6.03 hereof; (ii) upon termination of this Indenture pursuant to Section 10.01 hereof; or (iii) upon ceasing to be a Certificate Holder.

Section 2.06. Registration of Loan Certificates; Transfer and Exchange. The Indenture Trustee shall maintain at its corporate trust office a register for the purpose of registering transfers and exchanges of Loan Certificates. A Certificate Holder intending to transfer such Loan Certificate, or a Certificate Holder intending to exchange any of such Loan Certificates for new Loan Certificates of the same Series and of authorized denominations, shall surrender such outstanding Loan Certificate at the corporate trust office of the Indenture Trustee, together with a written request from such Certificate Holder for the issuance of a new Loan Certificate or Loan Certificates of the same Series, specifying in the case of a transfer the name and address of the transferee. If required by the Owner Trustee or the Indenture Trustee in the case of a Loan Certificate being presented for registration of transfer, such Loan Certificate shall be accompanied by a written instrument of transfer in form satisfactory to such party duly executed by such Certificate Holder or its duly authorized attorney and, if reasonably requested by the Owner Trustee or the Indenture Trustee, such Certificate Holder shall furnish such party with an opinion of counsel, addressed to such party and reasonably satisfactory to such party, to the effect that such transfer of such Loan Certificate need not be registered under the Securities Act of 1933, as amended. Promptly upon receipt of such documents, the Owner Trustee shall execute and the Indenture Trustee shall authenticate and deliver a new Loan Certificate or Loan Certificates in the same aggregate original face amount and dated the same date or dates as the Loan Certificate or Loan Certificates surrendered, and in such denomination or denominations and registered in the name of such Certificate

Holder or transferee as the case may be; provided, however, that if more than one new Loan Certificate is to be issued upon a transfer or exchange of an outstanding Loan Certificate, the original face amount of each such new Loan Certificate shall be not less than \$100,000 or such lesser amount as will represent all of the respective transferring Loan Participant's purchase commitment for that particular Series of Loan Certificates. The Indenture Trustee shall make a notation on each new Loan Certificate of the amount of all payments of principal previously made on the old Loan Certificate or Loan Certificates with respect to which such new Loan Certificate is issued and the date to which interest on such old Loan Certificate or Loan Certificates has been paid. The Indenture Trustee shall not be required to transfer or exchange any surrendered Loan Certificate as above provided during the period of ten (10) Business Days preceding the due date of any payment on such Loan Certificate. Notwithstanding the foregoing, no Loan Certificate may be transferred (a) if such transfer would cause such proposed transferee to own beneficially less than \$1,000,000 in outstanding principal amount of Loan Certificates or would reduce the beneficial ownership of any such transferring Certificate Holder (who will continue to be a Certificate Holder after the transfer) to less than \$1,000,000 in outstanding principal amount; and upon request of the Indenture Trustee such transferor or transferee shall deliver to the Indenture Trustee written confirmation that the condition set forth in this section has been satisfied as to it or (b) unless the transferee has delivered to the Indenture Trustee a certificate containing the representation of such transferee as to the matters set forth in Section 3.5(b) of the Participation Agreement.

Section 2.07. Mutilated, Destroyed, Lost or Stolen Loan Certificates. If any Loan Certificate shall become mutilated, destroyed, lost or stolen, the Indenture Trustee shall, upon the written request of the Certificate Holder of such Loan Certificate, request the Owner Trustee to execute, and the Indenture Trustee shall authenticate and deliver to such Certificate Holder, in replacement thereof, a new Loan Certificate of the same Series, in the same face amount and dated the same date as the Loan Certificate so mutilated, destroyed, lost, or stolen. If the Loan Certificate being replaced has become mutilated, such Loan Certificate shall be surrendered to the Indenture Trustee for cancellation. If the Loan Certificate being replaced has been destroyed, lost, stolen, or so mutilated that it is, in the reasonable opinion of the Indenture Trustee, destroyed, the Certificate Holder of such Loan Certificate shall furnish to the Indenture Trustee and the Owner Trustee such security or indemnity as may be required by them to save each of them harmless and evidence satisfactory to the Indenture Trustee and the Owner Trustee of the destruction, loss, or theft of such Loan Certificate and the ownership thereof; provided, however, that if the Certificate Holder of such Loan Certificate is any

Loan Participant or a subsequent Certificate Holder which is an institutional investor with a net worth of \$100,000,000 or more, the written indemnity of such Loan Participant or Certificate Holder delivered to the Indenture Trustee and the Owner Trustee shall be sufficient security and indemnity. The Indenture Trustee shall make a notation on each new Loan Certificate of the amount of all payments of principal previously made on the mutilated, destroyed, or stolen Loan Certificate or Loan Certificates with respect to which such new Loan Certificate is issued and the date to which interest on such old Loan Certificate or Loan Certificates has been paid.

Section 2.08. Payment of Expenses on Transfer. Upon the issuance of a new Loan Certificate or Loan Certificates pursuant to Section 2.06 or Section 2.07 hereof, the Owner Trustee or the Indenture Trustee may require from the party requesting such new Loan Certificate or Loan Certificates payment of a sum sufficient to reimburse the Owner Trustee and the Indenture Trustee for, or to provide funds for, the payment of any tax or other governmental charge or any charges and expenses connected with such tax or other governmental charge paid or payable by the Owner Trustee or the Indenture Trustee in connection with such issuance.

ARTICLE III: RECEIPT, DISTRIBUTION, AND APPLICATION  
OF INCOME FROM THE COLLATERAL

Section 3.01. Receipt of Funds.

(a) Basic Rent. Except as otherwise provided in this Article III, each payment of Basic Rent, and any interest on overdue installments of such Basic Rent received by the Indenture Trustee shall be distributed by the Indenture Trustee on the date on which such payment is due from the Lessee (provided such funds are received by the Indenture Trustee prior to 11:00 a.m., Eastern Time, on such date and otherwise as soon after such date as such payment shall be received by the Indenture Trustee) in the following order of priority: first, so much of such payment as shall be required to pay in full the interest (including but not limited to interest on overdue principal and, to the extent permitted by applicable law, overdue interest) then due under all outstanding Loan Certificates shall be distributed to the Certificate Holders of such Loan Certificates ratably, in the proportion that the amount of interest then due under each such Loan Certificate bears to the aggregate amount of interest then due under all Loan Certificates; second, so much of such payment as shall be required to pay in full the aggregate principal amount then due under all outstanding Loan Certificates shall be distributed to the Certificate Holders of such Loan Certificates ratably, in the proportion that the principal amount then due under each such Loan Certificate bears to the aggregate principal

amount then due, whether by maturity, prepayment, acceleration or otherwise, under all Loan Certificates; and third, the balance, if any, of such payment remaining thereafter shall be distributed to the Owner Trustee.

(b) Supplemental Rent. Except as otherwise provided in this Article III, the amount, if any, from time to time received by the Indenture Trustee which constitutes payment of Supplemental Rent pursuant to Section 2.1(b) of the Lease shall be applied by the Indenture Trustee as follows:

(i) Interim Interest Payments shall be applied in the same manner as Basic Rent pursuant to Section 3.01(a) hereof;

(ii) Stipulated Loss Value payments shall be applied as set forth in Section 3.02(a)(1) hereof;

(iii) Termination Value payments and any payments made pursuant to Section 7.3 of the Lease and any payment of any Make-Whole Amount pursuant to Section 7.3 or 12 of the Lease shall be applied as set forth in Section 3.02(a)(2) hereof; and

(iv) all other amounts of Supplemental Rent shall be applied first, so much of such payment as shall be required to pay in full any other Secured Indebtedness then due and owing shall be distributed to each Person who shall promptly certify that such Secured Indebtedness is then due and owing ratably, in the proportion that the amount then due such Person bears to the aggregate amount of all such Secured Indebtedness; and second, the balance, if any, shall be paid to or upon the order of the Owner Trustee.

(c) Insurance Proceeds. Except as otherwise provided in this Article III, the amounts received by the Indenture Trustee from time to time which constitute proceeds of property or casualty insurance maintained by the Lessee on the Equipment shall be held by the Indenture Trustee as a part of the Collateral and shall be applied by the Indenture Trustee from time to time to any one or more of the following purposes:

(1) If the proceeds of such insurance from any one Event of Loss or series of related Events of Loss are less than \$1,000,000 such proceeds shall be released to the Lessee within five (5) days following receipt by the Indenture Trustee of an Officer's Certificate stating that no Lease Event of Default has occurred and is continuing;

(2) If the proceeds of such insurance from any one Event of Loss or series of related Events of Loss are \$1,000,000 or more, such proceeds shall, if the Units are to be

repaired or restored, be released to the Owner Trustee to pay to the Lessee the full amount of such proceeds within five (5) days following receipt by the Indenture Trustee of a written application signed by the Lessee for payment accompanied by an Officer's Certificate of the Lessee stating that (A) the Lessee has complied with the applicable provision of the Lease, (B) no Lease Event of Default has occurred and is continuing, and (C) any damage to such Unit in respect of which such proceeds were paid has been fully repaired or restored;

(3) If the Lessee shall have notified the Indenture Trustee in writing that the Lease is to be terminated in respect of such Unit in accordance with the provision of Section 11 of the Lease then the insurance proceeds shall be applied by the Indenture Trustee as provided for by Section 3.02(a)(1) hereof, provided that if the Stipulated Loss Value due as a result of the termination of the Lease with respect to such Unit has already been paid in full (and applied pursuant to Section 3.02(a)(1) hereof), the insurance proceeds shall, within five (5) days following the receipt thereof by Indenture Trustee, be paid to the Lessee.

(d) Condemnation Awards. Except as otherwise provided in this Article III, any amounts received by or payable to the Indenture Trustee from time to time which constitute the award, compensation or damages payable for the condemnation or taking of all or any part of the Equipment for any public or quasi-public use (less the actual costs, fees and expenses incurred in the collection thereof) (including, without limitation, pursuant to Section 11.6 of the Lease) shall be released to or upon the order of the Owner Trustee or the Lessee, as their interest may appear, if such condemnation or taking does not constitute an Event of Loss and otherwise shall be applied in accordance with Section 3.02(a)(1) hereof.

(e) Certain Owner Trustee Payments. Any amounts received by the Indenture Trustee from the Owner Trustee pursuant to Section 5.03(a)(1)(C) or Section 5.03(c) shall be applied solely to the Series B Loan Certificates and distributed in the same order of priority as Termination Value payments as set forth in Section 3.02(a)(2).

Section 3.02. Prepayments. There shall be no prepayment of any Loan Certificate except as permitted or contemplated under this Article III or Article IV, Article V of this Indenture.

(a) Mandatory Prepayments.

(1) Event of Loss. Except as otherwise provided in this Article III, if the Lessee delivers to the Indenture Trustee a notice duly delivered pursuant to Section 11 of the

Lease by the Lessee to the Owner Trustee and the Indenture Trustee of an Event of Loss with respect to a Unit and Lessee shall not have substituted a Replacement Unit therefor pursuant to Section 11.7 of the Lease, the Indenture Trustee shall cause to be prepaid in accordance with and subject to the provisions of Article IV hereof, on the date on which the Stipulated Loss Value for such Unit is paid to the Indenture Trustee under the Lease, Loan Certificates of the Series issued with respect to such Unit's Group of Equipment (either Group A Equipment or Group B Equipment, as applicable) in an aggregate principal amount equal to the product obtained by multiplying the principal amount of all Loan Certificates of such Series outstanding at the time of such prepayment (after deduction for principal then due and paid out of Basic Rent pursuant to Section 3.01(a) hereof) by a fraction, the numerator of which shall be the Equipment Cost of such Unit and the denominator of which shall be the Equipment Cost of all Equipment in such Group of Equipment including such Unit (determined prior to the termination of the Lease with respect to such Unit). The amount paid to the Indenture Trustee under Section 11 of the Lease in respect of a Unit as the Stipulated Loss Value shall be distributed in the following order of priority: first, so much of such amount as shall be required to prepay the principal amount of the Loan Certificates to be prepaid in respect of such Event of Loss together with interest accrued on such principal amount prepaid to the date of prepayment (including but not limited to interest on overdue principal and, to the extent permitted by applicable law, overdue interest), shall be distributed to the Certificate Holders of such Loan Certificates ratably, in the proportion that the amount of such prepayment and interest under each such Loan Certificate bears to the aggregate amount of such prepayment and interest then due under all such Loan Certificates; second, so much of such as shall be required to pay in full any other Secured Indebtedness then due and owing shall be distributed to such Person who shall promptly certify that such Secured Indebtedness is then due and owing ratably, in the proportion that the amount then due to such Person bears to the aggregate amount of all such Secured Indebtedness then due and owing; and third, the balance, if any, of such amount remaining thereafter shall be distributed to the Owner Trustee.

(2) Event of Termination; Foreign Use. Except as otherwise provided in this Article III, if the Lessee delivers to the Indenture Trustee and the Owner Trustee (A) a notice duly delivered pursuant to Section 12 of the Lease of a proposed termination of the Lease with respect to all but not less than all of the Units of any Group of Equipment (except with respect to such smaller proportion of any Group of Equipment as permitted by the Lease), or (B) a notice duly delivered pursuant to Section 7.3 of the Lease of a proposed election to terminate the Lease pursuant to Section 7.3(ii)(z) of the Lease, the Indenture 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 Termination Value for such Unit is paid to the Indenture Trustee under Section 12 of the Lease or (ii) the date on which the greater of Fair Market Sales Value or Termination Value for such Unit is paid to the Indenture Trustee under Section 7.3 of the Lease, as the case may be, Loan Certificates of the Series issued with respect to such Unit's Group of Equipment (either Group A Equipment or Group B Equipment, as applicable) in an aggregate principal amount equal to the product obtained by multiplying the principal amount of all Loan Certificates of such Series outstanding at the time of such prepayment (after deduction for principal then due and paid out of Basic Rent pursuant to Section 3.01(a) hereof) by a fraction, the numerator of which shall be the Equipment Cost of such Unit and the denominator of which shall be the Equipment Cost for all Equipment in such Group of Equipment including such Unit (determined prior to the termination of the Lease with respect to such Unit) plus a premium equal to the Make-Whole Amount. The amount paid to the Indenture Trustee under Section 12 or under Section 7.3 of the Lease, as the case may be, in respect of a Unit as (i) the Termination Value or (ii) the higher of the Fair Market Sales Value or Termination Value and the Make-Whole Amount paid pursuant to Section 12.1(d) or Section 7.3 of the Lease shall be distributed in the following order of priority: first, so much of such amount as shall be required to prepay the principal amount of the Loan Certificates to be prepaid in respect of such termination or foreign use together with premium, and interest accrued on such principal amount prepaid to the date of prepayment (including but not limited to interest on overdue principal and, to the extent permitted by applicable law, overdue interest) shall be distributed to the Certificate Holders of such Loan Certificates ratably, in the proportion that the amount of such prepayment of principal, premium, and interest under each such Loan Certificate bears to the aggregate amount of such prepayment of principal, premium and interest then due on all such Loan Certificates; second, so much as shall be required to pay in full any other Secured Indebtedness then due and owing shall be distributed to such Person who shall promptly certify that such Secured Indebtedness is then due and owing ratably, in the proportion that the amount then due to each such Person bears to the aggregate amount of all such Secured Indebtedness then due and owing; and third, the balance, if any, of such amount remaining thereafter shall be distributed to the Owner Trustee. The Indenture Trustee or any Certificate Holder shall have the right to contest the methodology or arithmetic accuracy of any calculation of a Make-Whole Amount under this Section 3.02(a)(2) pursuant to the contest provisions set forth in Section 3.02(b)(3) hereof.

(b) Optional Prepayments.

(1) General Optional Prepayment. Except as otherwise provided in this Article III, the Owner Trustee, at its option, upon notice as provided in Section 3.02(b)(3) hereof, may prepay the Loan Certificates after May 1, 2000, in whole or from time to time in part (provided, however, that any prepayment shall be in an aggregate minimum amount of \$500,000), at 100% of the principal amount so prepaid plus (A) all interest accrued on the amount to be prepaid through and including the payment date, (B) a premium equal to the Make-Whole Amount and (C) all other Secured Indebtedness then due and owing to Indenture Trustee and each Certificate Holder.

(2) Tax Benefit Optional Prepayment. Except as otherwise provided in this Article III, so long as no Indenture Default or Indenture Event of Default shall have occurred and be continuing, the Owner Trustee, at its option in the event of an ITC Optimization Event in accordance with Section 2.7 of the Participation Agreement, upon notice as provided in Section 3.02(b)(3) hereof, may prepay the Loan Certificates on or prior to May 1, 1994, in an aggregate principal amount up to \$3,000,000 (provided, however, that any prepayment shall be in an aggregate minimum amount of \$500,000), at 100% of the principal amount so prepaid plus (A) all interest accrued on the amount to be prepaid through and including the prepayment date, (B) a premium equal to the Make-Whole Amount, and (C) all other Secured Indebtedness then due and owing to Indenture Trustee and each Certificate Holder.

(3) In the case of any optional prepayment under this Section 3.02(b), the Owner Trustee shall deliver written notice (a "Prepayment Notice") to the Indenture Trustee and each Certificate Holder, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for prepayment (the "Prepayment Date") specifying (A) the aggregate principal amount of Loan Certificates to be prepaid, (B) the provision of this Indenture under which the Owner Trustee is effecting its optional prepayment, (C) the Prepayment Date, (D) the aggregate amount of accrued interest applicable to such prepayment, and (E) the aggregate amount of the premium (including the method and calculations used in determining such premium), if any, as payable thereon. Any Prepayment Notice having been so given, the aggregate principal amount of Loan Certificates specified in such Prepayment Notice, together with the premium, if any, and accrued interest thereon, shall become due and payable on the Prepayment Date. The Indenture Trustee or any Certificate Holder shall have the right to contest the methodology or arithmetic accuracy of any calculation of any premium calculated by the Owner Trustee pursuant to this Section 3.02(b) or in connection with any purchase pursuant to Section 5.03(b) hereof by delivery of written notice to the Owner Trustee within five (5) Business Days

of receipt by the Indenture Trustee or such Certificate Holder of such calculation, prepayment or purchase amount setting forth the Indenture Trustee's or such Certificate Holder's objections. Within three (3) Business Days of receipt by the Owner Trustee of such notice, the Owner Trustee shall respond to such objection and shall notify the Indenture Trustee and such Certificate Holder of the nature of such objection, and the Owner Trustee's response thereto. Any adjustment to the premium as a result of such objection and response shall be made to such Certificate Holder in proportion to the amount prepaid or to be prepaid to or purchased or to be purchased from such Certificate Holder. The acceptance by any Certificate Holder of any prepayment or purchase amount shall not be deemed as a waiver by such Certificate Holder of any rights to contest the amount of such prepayment or purchase amount hereunder.

(4) Partial Prepayment Pro Rata. The aggregate principal amount of each partial prepayment of Loan Certificates pursuant to this Section 3.02(b) shall be allocated among the Certificate Holders then outstanding in the proportion that the amount of such prepayment of each Loan Certificate bears to the aggregate amount of the payments made for the prepayment of all Loan Certificates. The amount paid to the Indenture Trustee in respect of any optional prepayment under this Section 3.02(b) shall be distributed in the following order of priority: first, so much of such payment as shall be required to pay in full the interest (including but not limited to interest on overdue principal and, to the extent permitted by applicable law, overdue interest) then due under all outstanding Loan Certificates shall be distributed to the Certificate Holders of such Loan Certificates ratably, in the proportion that the amount of interest then due under each such Loan Certificate bears to the aggregate amount of interest then due under all Loan Certificates; second, so much of such payment as shall be required to pay in full the aggregate principal amount and premium, if any, then due under all outstanding Loan Certificates shall be distributed to the Certificate Holders of such Loan Certificates ratably, in the proportion that the principal amount and premium, if any, then due under each such Loan Certificate bears to the aggregate principal amount then due, whether by maturity, prepayment, acceleration or otherwise, under all Loan Certificates; third, so much of such payment as shall be required to pay in full any other Secured Indebtedness then due and owing shall be distributed to each Person who shall promptly certify that such Secured Indebtedness is then due and owing ratably, in the proportion that the amount then due such Person bears to the aggregate amount of all such Secured Indebtedness; and fourth, the balance, if any, of such payment remaining thereafter shall be distributed to the Owner Trustee.

(5) The aggregate amount of each partial prepayment of Loan Certificates pursuant to Section 3.02(b)

hereof which is to be applied as a prepayment of principal, in the case of a prepayment pursuant to Section 3.02(b)(1) hereof shall be applied to principal installments in the inverse order of maturity and in the case of a principal prepayment pursuant to Section 3.02(b)(2) hereof shall be applied as set forth in Section 2.02(b) hereof.

Section 3.03. Payment After Indenture Event of Default. All payments received and amounts realized by the Indenture Trustee as part of the Collateral after an Indenture Event of Default shall have occurred and be continuing (including but not limited to any amounts realized by the Indenture Trustee from the exercise of any remedies pursuant to Section 15 of the Lease, but excluding any payment made by the Owner Trustee pursuant to Section 5.03(a)(1)(C) or Section 5.03(c)), as well as all payments or amounts then held or thereafter received by the Indenture Trustee as part of the Collateral while such Indenture Event of Default shall be continuing (except any amounts held by the Indenture Trustee for prepayment of Loan Certificates or portions thereof which became due and payable before the Indenture Trustee declared the Lease to be in default), shall be distributed forthwith by the Indenture Trustee in the following order of priority: first, so much of such payments or amounts as shall be required to reimburse the Indenture Trustee for any tax, expense or other loss (including but not limited to all amounts due to the Indenture Trustee under Section 6.04 hereof and reasonable attorneys' fees and disbursements, which shall include reasonable attorneys' fees and disbursements on appeal) incurred by the Indenture Trustee (to the extent not previously reimbursed and to the extent incurred in connection with its duties as the Indenture Trustee) and to pay the reasonable remuneration of the Indenture Trustee shall be distributed to the Indenture Trustee; second, so much of such payments or amounts as shall be required to reimburse any Certificate Holders for any expenses incurred pursuant to Section 6.04 hereof shall be distributed to such Certificate Holders ratably, in proportion to the expenses incurred by each such Certificate Holder; third, if any interest on any Loan Certificate is due and unpaid, 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 Loan Certificates shall be distributed to the Certificate Holders of such Loan Certificates ratably, in the proportion that the amount of interest so accrued under each such Loan Certificate bears to the aggregate amount of interest so accrued under all Loan Certificates; fourth, if any principal and premium on any Loan Certificate is due and unpaid, whether by maturity, prepayment, acceleration, or otherwise, so much of such payments or amounts remaining as shall be required to pay in full such unpaid principal and premium on all outstanding Loan Certificates shall be distributed to the Certificate Holders of such Loan Certificates ratably, in the proportion that such unpaid principal amount of each such Loan Certificate bears to

the aggregate unpaid principal amount of all Loan Certificates; fifth, so much of such payments as shall be required to pay in full any other Secured Indebtedness then due and owing shall be distributed to each Person who shall properly certify such Secured Indebtedness is owing, ratably in the proportion that the amount then due to such Person bears to the aggregate amount of all such Secured Indebtedness then due and owing; and sixth, the balance, if any, of such payments or amounts remaining thereafter shall be distributed to the Owner Trustee.

Section 3.04. Application of Payments According to Lease Provisions.

(a) In General. All payments received by the Indenture Trustee that are not part of the Collateral and, except as otherwise provided in this Article III, any other payments received by the Indenture Trustee provision for the application of which is made in the Lease or the Participation Agreement shall be applied as provided in the Lease or the Participation Agreement, as the case may be.

(b) Excepted Rights in Collateral. Any amounts received by the Indenture Trustee in payment of any Excepted Rights in Collateral shall be promptly forwarded to the party to whom such payment is owed.

Section 3.05. Other Payments. Except as otherwise provided in this Article III, (a) any payments received by the Indenture Trustee as part of the Collateral for which no provision as to the application thereof is made in the Lease or the Participation Agreement or elsewhere in this Article III, (b) all payments received and amounts realized by the Indenture Trustee as part of the Collateral under the Lease or otherwise with respect to the Equipment (including but not limited to all amounts realized upon the sale of the 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 Loan Certificates and payment and performance of all other Secured Indebtedness has been made or duly provided for, and (c) any other amount remaining as part of the Collateral after payment in full of the principal of, premium, if any, and interest on all Loan Certificates and payment and performance of all other Secured Indebtedness has been made or duly provided for, shall be distributed by the Indenture Trustee in the following order of priority: first, so much of such payments or amounts as shall be required to reimburse the Indenture Trustee for any tax, expense, or other loss (including but not limited to all amounts due to the Indenture Trustee under Section 6.04 hereof and reasonable attorneys' fees and disbursements, which shall include reasonable attorneys' fees and disbursements on appeal) incurred by the Indenture Trustee (to the extent not previously reimbursed and to

the extent incurred in connection with its duties as the Indenture Trustee) and to pay the reasonable remuneration of the Indenture Trustee shall be distributed to the Indenture Trustee; second, so much of such payments or amounts as shall be required to reimburse any Certificate Holders for any expenses incurred pursuant to Section 6.04 hereof shall be distributed to such Certificate Holders ratably, in proportion to the expenses incurred by each such Certificate Holder; and third, the balance, if any, of such payments or amounts remaining thereafter shall be distributed to the Owner Trustee.

Section 3.06. Distribution After Indenture Default. Anything in this Article III to the contrary notwithstanding, after an Indenture Default, all amounts which are part of the Collateral that, but for the provisions of this Section 3.06, would otherwise be distributed by the Indenture Trustee to the Owner Trustee or the Lessee shall be held by the Indenture Trustee as part of the Collateral subject to Section 3.07 hereof.

Section 3.07. Funds Held By Indenture Trustee. In the event any balance of amounts otherwise payable to the Owner Trustee pursuant hereto shall be held by the Indenture Trustee due to the occurrence and continuance of an Indenture Default hereunder, then such balances (including any investment income thereon) shall be held by the Indenture Trustee as part of the Collateral and invested as hereinafter provided in this Section 3.07 until the earliest to occur of (a) the date on which such Indenture Default shall have been cured or waived, (b) the date on which the Indenture Trustee shall have proceeded to accelerate the Loan Certificates pursuant to Article V hereof, (c) the date on which the Indenture Trustee shall be stayed from exercising any such remedy (or otherwise be prevented from doing so by law, court order, or judgment), or (d) the 180th day from the commencement of such Indenture Default. If the earliest to occur is an event referred to in clause (a) above, such sum so withheld plus earnings thereon shall be distributed to the Owner Trustee. If the earliest to occur is an event referred to in clause (d) above, such sum withheld plus earnings thereon shall be distributed pursuant to Section 3.01(b) hereof, as if such amounts were Supplemental Rent. If the earliest to occur is an event referred to in clause (b) above or an event referred to in clause (c) above which is continuing, such sum so withheld (including any investment income thereon) shall be held as part of the Collateral and applied in the manner provided in Section 3.03 hereof if the Indenture Trustee is not stayed, or otherwise prevented by law, court order, or judgment, from doing so, or, if so stayed or prevented from doing so, held by the Indenture Trustee as part of the Collateral and invested as hereinafter provided in this Section 3.07. Funds held by the Indenture Trustee pursuant to this Section 3.07 plus earnings thereon shall be invested by the Indenture Trustee as directed

from time to time in writing by the Owner Trustee and at the expense and risk of the Owner Trustee in Permitted Investments.

Section 3.08. Payments to the Owner Trustee. The Indenture Trustee will pay all amounts payable by the Indenture Trustee to the Owner Trustee (a) unless otherwise requested pursuant to clause (b) below, by transferring the amount to be distributed to the Owner Trustee by wire transfer of immediately available funds to any bank in the United States which is a member of the Federal Reserve System as shall have been specified in such notice, for credit to the account of the Owner Trustee maintained at such bank, or (b) by any other method requested by the Owner Trustee that is acceptable to the Indenture Trustee. The information in Schedule C attached hereto with respect to the Owner Trustee shall meet the requirement of notice with respect to the matters specified therein.

Section 3.09. Payments to the Lessee. The Indenture Trustee will pay all amounts payable by the Indenture Trustee to the Lessee (a) unless otherwise requested pursuant to clause (b) below, by transferring the amount to be distributed to the Lessee by wire transfer of immediately available funds to any bank in the United States which is a member of the Federal Reserve System as shall have been specified in such notice, for credit to the account of the Lessee maintained at such bank, or (b) by any other method requested by the Lessee that is acceptable to the Indenture Trustee. The information in Schedule C attached hereto with respect to the Lessee shall meet the requirement of notice with respect to the matters specified therein.

#### ARTICLE IV: PREPAYMENT OF LOAN CERTIFICATES

Section 4.01. Applicability of Article. Prepayment of Loan Certificates, if required or permitted by any provision of Article III hereof, shall be made in accordance with such provisions and this Article IV.

Section 4.02. Selection of Loan Certificates to be Prepaid. If less than all of the outstanding Loan Certificates are to be prepaid at any time, the Indenture Trustee shall select the Loan Certificates or portions of Loan Certificates to be prepaid in the following manner: the Indenture Trustee shall prorate the aggregate principal amount of all Loan Certificates of each Series to be prepaid among all Certificate Holders of such Loan Certificates at the time outstanding in proportion (calculated to the nearest \$1) to the respective aggregate unpaid principal amounts of such Loan Certificates held by each such Certificate Holder and shall then, in its discretion, select for prepayment from such Loan Certificates held by each such Certificate Holder specific Loan Certificates or portions thereof. If any Certificate Holder of two or more such Loan

Certificates shall have so requested by written notice to the Indenture Trustee, any of such Loan Certificates as shall have been specified by such Certificate Holder in such notice shall be treated for purposes of this Section 4.02 as held by separate Certificate Holders.

Section 4.03. Notice of Prepayment. Within five (5) Business Days after its receipt of any of the notices from the Owner Trustee or the Lessee with respect to events giving rise to prepayment of the Loan Certificates pursuant to Section 3.02(a) hereof, the Indenture Trustee shall give notice of prepayment to each Certificate Holder to be prepaid in whole or in part specifying the date of prepayment, which date shall be the date specified on such notice received by the Indenture Trustee. Such notices shall also (a) specify the provisions of this Indenture pursuant to which such prepayment is to be made and the aggregate amount of such prepayment, (b) if less than all outstanding Loan Certificates are to be prepaid, specify the principal amount and number of each Loan Certificate to be prepaid, (c) designate the date for such prepayment in accordance with this Section 4.03, and (d) state that on said date there will become and be due and payable upon each such Loan Certificate, at the corporate trust office of the Indenture 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, except interest will continue as provided in the penultimate sentence of Section 2.02(a) hereof. Notices with respect to optional prepayments under Section 3.02(b) hereof shall be made as provided in Section 3.02(b)(3) hereof. Such written notice or notices shall be given in the manner specified in Section 10.05 hereof.

Section 4.04. Method of Payment. If any notice of prepayment shall have been given as provided in Section 4.03 or Section 3.02(b) hereof, the Loan Certificates (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 the premium, if any, and interest accrued on the principal amounts to be prepaid to the prepayment date.

Section 4.05. Cessation of Interest. If any Loan Certificate or specified portion thereof shall have become due and payable as provided in Section 4.04 hereof and the Indenture Trustee shall have received funds available and in amount sufficient to effect such prepayment (including interest on overdue amounts, if any), interest shall cease to accrue on such Loan Certificate or specified portion thereof on and after the later of the date specified for prepayment thereof and the date such funds are received.

ARTICLE V: REMEDIES OF THE INDENTURE TRUSTEE

Section 5.01. Occurrence of Owner Default; Acceleration.

(a) Definition of Owner Default. Each of the following is called an "Owner Default":

(1) (A) The Owner Trustee shall default in respect of any payments required to be made to the Indenture Trustee under any Loan Certificate and such default shall continue for five (5) Business Days or (B) the Owner Trustee shall default in performance of any of its other obligations hereunder, or under any Loan Certificate, or shall default in any of its obligations under the Participation Agreement or the Owner Participant shall default in performance of any of its obligations under the Participation Agreement and any such default shall continue for thirty (30) Business Days after receipt of written notice to the Owner Trustee and the Owner Participant from the Indenture Trustee or the Certificate Holder of any Loan Certificate; or

(2) Any representation or warranty made by the Owner Trustee or the Owner Participant in the Operative Agreements or herein or in any certificate furnished to any Loan Participant in connection herewith or therewith or pursuant hereto or thereto shall prove to be false or incorrect in any material respect when made or given and such incorrectness shall continue to be material and unremedied for a period of thirty (30) days after written notice thereof to the Owner Trustee and the Owner Participant from the Indenture Trustee or the Certificate Holder of any Loan Certificate; or

(3) The Owner Trustee or the Owner Participant shall (A) apply for or consent to the appointment of a trustee, receiver, liquidator, custodian or the like of itself or its property, (B) be unable, or admit in writing the inability, to pay its debts as they mature, (C) make an assignment for the benefit of creditors, (D) commence a voluntary case under the Bankruptcy Code, (E) file a petition or answer seeking reorganization or an agreement with creditors or to take advantage of any insolvency law or other law providing for the relief of debtors or an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or (F) take any corporate action for the purpose of effecting any of the foregoing and provided that in the case of any such event involving the Owner Trustee, no Owner Default shall be deemed to have occurred if, within forty-five (45) days after the earlier of the Indenture Trustee giving the Owner Participant notice of such event or knowledge thereof by the Owner Participant, a substitute institution shall have been appointed Owner Trustee pursuant to Section 7.01 of the Trust Agreement; or

(4) An involuntary case under a chapter of the Bankruptcy Code, as amended, shall be commenced, or any other proceeding shall be instituted without the application, approval, or consent of the Owner Trustee or the Owner Participant, as applicable, seeking in respect of the Owner Trustee or the Owner Participant, as applicable, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator, custodian, or the like of the Owner Trustee or the Owner Participant, as applicable, or of all or any substantial part of its assets or other like relief or the issuance of a writ of attachment, execution or similar process in a material amount against any material part of the property of the Owner Trustee or the Owner Participant, as applicable, and the Owner Trustee or the Owner Participant, as applicable, shall either fail to contest such proceedings in good faith or such proceedings shall continue for any period of sixty (60) consecutive days and provided that in the case of any such event involving the Owner Trustee, no Owner Default shall be deemed to have occurred if, within forty-five (45) days after the earlier of the Indenture Trustee giving the Owner Participant notice of such event or knowledge thereof by the Owner Participant, a substitute institution shall have been appointed Owner Trustee pursuant to Section 7.01 of the Trust Agreement.

(b) Remedies Generally. (1) If an Owner Default shall have occurred and be continuing, or (2) if a Lease Event of Default shall have occurred and the Indenture Trustee shall have declared the Lease in default pursuant to Section 15 of the Lease, then, and in every such case, subject however, to the Owner Trustee's rights under Section 5.03 hereof, the Indenture Trustee, as assignee hereunder of the Lease or as secured party hereunder of the property included in the Collateral 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 of a secured party under the Uniform Commercial Code as in effect in the applicable jurisdiction and otherwise available to the Indenture Trustee at law or in equity. Without limiting the generality of the foregoing, the Indenture Trustee may exercise any one or more of the remedies hereinafter set forth. In the event the Indenture Trustee has declared the Lease to be in default in accordance with Section 15 of the Lease, the Indenture Trustee may proceed to foreclose the lien and security interest of this Indenture including, without limitation, taking possession of the Collateral and excluding the Owner Trustee and all Persons claiming under it totally or partly therefrom.

(c) Acceleration. (1) In the event the Indenture Trustee shall at any time declare the Lease to be in default pursuant to Section 15 of the Lease, or (2) upon the occurrence and continuance of any Owner Default, the Indenture Trustee may

by written notice to the Owner Trustee declare the entire principal amount of all Loan Certificates to be due and payable, whereupon the unpaid principal amount of all Loan Certificates then outstanding with accrued interest thereon shall immediately become due and payable without further act or notice of any kind.

(d) Indenture Trustee May Exercise Rights of Owner Trustee. (1) In the event the Indenture Trustee shall at any time declare the Lease to be in default pursuant to Section 15 of the Lease, or (2) upon the occurrence and continuance of an Owner Default, subject to Section 5.07 hereof, the Indenture Trustee may proceed to exercise all rights, privileges and remedies of the Owner Trustee under the Lease and may exercise all such rights and remedies either in the name of the Indenture Trustee or in the name of the Owner Trustee for the use and benefit of the Indenture Trustee and the Certificate Holders.

(e) Judicial and Equitable Remedies. (1) In the event the Indenture Trustee shall at any time declare the Lease to be in default pursuant to Section 15 of the Lease, or (2) upon the occurrence and continuance of an Owner Default, the Indenture Trustee may proceed to protect and enforce this Indenture and the Loan Certificates by suit or suits or proceedings, in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted; or for foreclosure proceedings, or for the appointment of a receiver or receivers for the Collateral or any part thereof, or subject to Section 10.13(b) of the Participation Agreement, for the recovery of judgment for the Secured Indebtedness or for the enforcement of any other proper, legal or equitable remedy available under applicable law.

(f) Notwithstanding the foregoing, or anything contained in this Indenture to the contrary, in the event that any Indenture Event of Default results solely from the occurrence of one or more Lease Events of Default, the Indenture Trustee shall not exercise any remedy under this Indenture unless it is then exercising in good faith one or more remedies under the Lease and, in addition, shall not foreclose the lien and security interest of this Indenture unless (A) the maturity of the Loan Certificates has been accelerated pursuant to Section 5.02(c) hereof and (B) the Lease shall have been declared to be in default in accordance with Section 15 thereof and the Indenture Trustee is then exercising in good faith one or more remedies under the Lease; provided, however, that the Indenture Trustee shall not be limited in exercising remedies hereunder if and to the extent the Indenture Trustee is then prevented by operation of law or stayed by law, court order or judgment from exercising such comparable remedy against the Lessee, provided, further, that if the Indenture Trustee is so stayed or prevented by operation of law as a result of a case or proceeding under the Bankruptcy Code in respect of the Lessee's bankruptcy, the

Indenture Trustee will not foreclose the lien of this Indenture (i) until two (2) Business Days following the expiration of the 60-day period provided for in Section 1168 of the Bankruptcy Code for the Lessee's bankruptcy trustee to agree to perform all obligations of the Lessee under the Lease (or such later date to which the expiration of such period shall be extended with the prior written consent of the Indenture Trustee) or (ii) if, within said period, such trustee agrees to perform all obligations of the Lessee under the Lease and to effect a cure for any outstanding Indenture Events of Default as provided in said Section 1168 and such trustee cures all outstanding Indenture Events of Default prior to the expiration of such period.

Section 5.02. Taking Possession of Collateral; Rights of the Indenture Trustee. The Owner Trustee agrees, to the full extent that it lawfully may, but subject to the Lessee's rights under Section 5.06 hereof, that, in case (a) the Indenture Trustee shall have declared the Lease to be in default pursuant to Section 15 of the Lease, or (b) upon the occurrence and continuance of an Owner Default, then, and in every such case, the Indenture Trustee may, either personally or through its agents and attorneys, take immediate possession of all or any part of the Collateral and for that purpose may pursue the same wherever it may be found and may enter any of the premises of Owner Trustee, with or without notice, demand, process of law or other legal process, and search for, take possession of, remove, keep and store the same, or use or operate or lease the same until sold, and to collect and receive all earnings, revenues, rents, issues, proceeds and income of the Collateral and every part thereof, to make alterations thereon or remove and dispose of all or any portion of the Collateral and to otherwise exercise any and all of the rights and powers of the Owner Trustee with respect thereof and may exclude the Owner Trustee, the Owner Participant, and all Persons claiming under the Owner Trustee or Owner Participant wholly or partly therefrom. The Indenture 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 and dispose of all of the Collateral, or any part thereof, and all estate, right, title, interest, claim, and demand therein, at one or more public or private sales, as an entirety or otherwise and upon such terms as the Indenture Trustee may determine. The Indenture Trustee shall give the Owner Trustee notice of the time and place of such sale in writing at least ten (10) Business Days prior to the date of such sale, or as may be expressly required by law; provided, however, that with respect to any sale of Equipment by Indenture Trustee pursuant to an Indenture Event of Default resulting solely from a Lease Event of Default the notice of sale shall be given to Owner Trustee at least ninety (90) days prior to the

date of such sale, provided further, that such ninety (90) day period shall run concurrently with any waiting periods set forth in Section 5.01(b) above with respect to Lessee's bankruptcy.

To the extent that it lawfully may, the Owner Trustee agrees that it will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any applicable present or future stay, extension, or moratorium law which may affect observance or performance of the provisions of this Indenture or the Loan Certificates; nor claim, take, or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of the Collateral or any portion thereof prior to any sale or sales thereof which may be made under or by virtue of this Article V or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right, under any applicable present or future law or otherwise, to redeem the Collateral or any portion thereof so sold; and the Owner Trustee, to the extent that it lawfully may, expressly waives all benefit or advantage of any such law or laws, and covenants not to invoke or utilize any such law or laws, hinder, delay or impede the exercise of any right or remedy herein permitted to be exercised by the Indenture Trustee, but to suffer and permit the exercise of every such right or remedy as though no such law or laws were in effect. The Owner Trustee, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Collateral or any other security for the Loan Certificates or any thereof marshalled upon any foreclosure. At the request of the Indenture Trustee, the Owner Trustee shall promptly execute and deliver to the Indenture Trustee such instruments of title and other documents as the Indenture Trustee may deem necessary or advisable to enable the Indenture Trustee or an agent or representative designated by the Indenture Trustee, at such time or times and place or places as the Indenture Trustee may specify, to obtain possession of all or any part or any rights in respect of the Collateral to the possession of which the Indenture Trustee shall at the time be entitled hereunder. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title and interest, claim and demand whatsoever, either at law or in equity, of the Owner Trustee in and to the property sold, and shall be a perpetual bar, both at law and in equity, against the Owner Trustee, its successors and assigns, and against any and all Persons claiming the property sold or any part thereof under, by or through the Owner Trustee, its successors or assigns (subject, however, to the then existing rights, if any, of the Lessee under the Lease).

Section 5.03. Certain Rights of the Owner Trustee. If any Indenture Default shall have occurred and be continuing, the Owner Trustee shall have the following rights hereunder:

(a) Right to Cure.

(1) In the case of any Indenture Default occurring hereunder due to the occurrence of a Lease Default, the Owner Trustee shall, for the applicable period ending five (5) Business Days or thirty (30) calendar days after delivery of notice to the Owner Trustee and the Lessee by the Indenture Trustee declaring the Lease to be in default pursuant to Section 15 thereof (the "Five-Day Cure Period," and the "Thirty-Day Cure Period," respectively) have the right, but shall not be obligated, to cause such Indenture Default to be cured as follows:

(A) If, as a result of such a Lease Default in respect of the payment of Basic Rent under the Lease, the Indenture Trustee shall have insufficient funds to pay any payment of principal of and interest on any Loan Certificate on the day it becomes due and payable, the Owner Trustee may, but shall not be obligated to, at any time prior to the expiration of the Five-Day Cure Period, pay to the Indenture Trustee an amount equal to any principal and interest (including but not limited to interest, if any, on overdue payments of principal and interest) then due and payable on the Loan Certificates. If the Owner Trustee makes such payment on or before the expiration of the Five-Day Cure Period, such payment shall be deemed to cure any Indenture Event of Default which would otherwise have arisen on account 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 (2) such Lease Events of Default occasioned by consecutive defaults in respect of the payment of Basic Rent may be cured through the exercise of such right; and

(ii) no more than five (5) Lease Events of Default in respect of the payment of Basic Rent may be cured through the exercise of such right.

(B) In the event of the occurrence of an Indenture Default due to the occurrence of a Lease Default with respect to the failure of the Lessee to pay any other amount to perform or observe any covenant, condition, or agreement to be paid, performed, or observed by the Lessee under the Lease or under any other Operative Agreement which can be cured by the payment of money alone (other than the covenants and agreements to pay Basic Rent), the Owner Trustee may, but shall not be obligated to at any time prior to the expiration of the Thirty Day Cure Period, or, in the case of any default under Section 10 of the Lease, the expiration of the Five Day Cure Period, cure

such Lease Default (and such cure shall be deemed to cure any Indenture Default arising therefrom); provided, however, that the Owner Trustee shall not have any such right to cure if the aggregate amount advanced by the Owner Trustee to effect any such cure pursuant to this clause (B) and unreimbursed by the Lessee would exceed \$2,000,000.

(C) In addition to the rights set forth in clause (A) of this Section 5.03(a)(1), during each of the Five Day Cure Periods following the November 1, 2007 and May 1, 2008 Rent Payment Dates, Owner Trustee may, but shall not be obligated to, at any time prior to the expiration of such Five Day Cure Period, pay to the Indenture Trustee an amount equal to any principal and interest (including but not limited to interest, if any, on overdue payments of principal and interest) then due and payable on the Series B Loan Certificates plus the applicable Series B Make-Whole Amount as set forth below. If the Owner Trustee makes such payment on or before the expiration of such Five-Day Cure Period, for purposes of Section 6.03(a)(2) only, such payment shall be deemed to cure the Indenture Event of Default with respect to such Series B Loan Certificates which would otherwise have arisen on account of the nonpayment by the Lessee of Basic Rent under the Lease. Any payment made pursuant to this Section 5.03(a)(1)(C), (i) shall be deemed to constitute a prepayment of the Series B Loan Certificates on which a Make-Whole Amount shall be due, which Make-Whole Amount (the "Series B Make-Whole Amount") shall be calculated as if the Weighted Average Life to Maturity on the Series B Loan Certificates were 12 months, in the case of a cure payment following the November 1, 2007 Rent Payment Date, and six months in the case of a cure payment following the May 1, 2008 Rent Payment Date, instead of the actual Weighted Average Life to Maturity on the Series B Loan Certificates as of the date of such deemed prepayment; (ii) shall be applied pursuant to Section 3.01(e); and (iii) if any Indenture Event of Default exists after such payment is made, shall not affect the exercise of rights by the Indenture Trustee pursuant to Article V.

(2) The Indenture Trustee may not exercise any remedy or remedies it is authorized to exercise pursuant to this Indenture prior to the expiration of the Five-Day Cure Period or Thirty-Day Cure Period, as applicable.

(3) Except as hereinafter in this Section 5.03(a) provided, the Owner Trustee, upon exercising the right to cure any such Lease Default, shall not obtain any lien, charge, or encumbrance of any kind on the Equipment or any part thereof or any part of the Collateral or on account of costs or expenses incurred in connection with the exercise of such right, nor shall any claims of the Owner Trustee against the Lessee or any other party for the repayment of such costs or expenses impair the prior right and security interest of the Indenture Trustee in and

to the Collateral. Upon such payment by the Owner Trustee of the amount of principal and interest then due and payable on the Loan Certificates or performance by the Owner Trustee of such other actions necessary to cure such Lease Default, the Owner Trustee shall be subrogated to the rights of the Indenture Trustee and the Certificate Holders in respect of such Rent which was overdue at the time of such payment and such interest payable by the Lessee on account of its being overdue, and therefore, if no other Lease Event of Default shall have occurred and be continuing and if all Secured Indebtedness then due has been paid or performed at the time of receipt by the Indenture Trustee of such Rent, the Owner Trustee shall be entitled to receive such Rent and such interest upon receipt thereof by the Indenture Trustee and so long as no Indenture Event of Default shall have occurred and be continuing shall be entitled to receive all other amounts owed to it by the Lessee in connection with the exercise of the Owner Trustee's right to cure and to initiate and prosecute legal action against the Lessee for the payment of such amounts and for specific performance under the Lease; provided, however, that (A) in the event the principal and interest on the Loan Certificates shall have at any time become due and payable pursuant to Section 5.01(c) hereof, such subrogation shall, until all principal of and interest on all Loan Certificates and all other Secured Indebtedness shall have been paid or performed in full, be subordinate in full to the rights of the Indenture Trustee and the Certificate Holders in respect of such payment of Basic Rent and such interest on such overdue Basic Rent, and (B) the Owner Trustee shall not be entitled to seek to recover any such payment (or any payment in lieu thereof) except pursuant to the foregoing subordinated right of subrogation.

(b) Option to Purchase Loan Certificates.

(1) At the times set forth in Subsection (2) of this Section 5.03(b), the Owner Trustee shall have the option to purchase all of the Loan Certificates upon written notice (the "Purchase Notice") to Indenture Trustee and each Certificate Holder which notice shall specify the Owner Trustee's election to purchase all of the Loan Certificates on a date thirty (30) days following the giving of such Purchase Notice (the "Purchase Date") at a purchase price, in the case of each such Certificate Holder, equal to the sum of (i) the aggregate unpaid principal amount of all Loan Certificates then held by such Certificate Holder, together with accrued interest thereon to the date of payment, (ii) solely in the case of any purchase in connection with Subsection (2)(B) and 2(C) below, a premium equal to the Make-Whole Amount (together with Owner Trustee's methodology and calculations used in determining such Make-Whole Amount), and (iii) any other Secured Indebtedness then due and payable to such Certificate Holder. The giving of each such Purchase Notice shall obligate the Owner Trustee to purchase all of the Loan Certificates on the Purchase Date.

(2) The Owner Trustee may send a Purchase Notice (A) at any time after acceleration of the Loan Certificates; (B) within thirty (30) days following an Indenture Event of Default which continues for 180 days or more during which time the Loan Certificates could have been accelerated solely due to such Indenture Event of Default but were not accelerated (the "Default Period") provided that if such Indenture Event of Default arises as a result of a default in the payment of Basic Rent, each such failure shall commence a separate Default Period; (C) during the continuance of an Indenture Event of Default within thirty days after the Indenture Trustee shall have (i) entered into any amendment, modification, supplement or waiver of the Lease, or approved or consented to any matter or accepted any modified performance, under the Lease or any Assigned Agreement pursuant to Section 5.07 hereof without the consent of the Owner Trustee or (ii) exercised rights under Section 19.2 of the Lease, with respect to consenting to any sublease, if the effect of any such action described in clause (i) or (ii), in Owner Participant's judgment, is material and adverse to the interest of the Owner Trustee.

(3) On the Purchase Date, against payment of the specified purchase price to each Certificate Holder in immediately available funds, and the express assumption by Owner Trustee of all of such Certificate Holder's obligations and liabilities to Indenture Trustee arising after such date, each Certificate Holder will forthwith sell, assign, transfer and convey to Owner Trustee or its designee as specified in the Purchase Notice, without recourse or warranty of any kind, all of the right, title and interest of such Certificate Holder in and to this Indenture, the Collateral and the Loan Certificates held by such Certificate Holder, and the Owner Trustee shall assume all of such Certificate Holder's obligations thereafter arising under the Participation Agreement; provided, however, that no such Certificate Holder shall be required so to sell the Loan Certificates held by it without indemnity satisfactory to it if it shall have reasonable cause to believe that any such sale violates applicable law. If the Owner Trustee shall so request, such Certificate Holder will comply with all the provisions of Section 2.06 hereof to enable new Loan Certificates to be issued to the Owner Trustee in such denominations and registrations as the Owner Trustee shall request. All charges and expenses required pursuant to Section 2.08 hereof in connection with the issuance of any such new Loan Certificate shall be paid by the Owner Trustee. Indenture Trustee shall, following any purchase, only look to Owner Trustee in respect of all such Certificate Holder's obligations and liabilities arising after the Purchase Date. The Indenture Trustee or any Certificate Holder may contest the calculation of any premium payable under this Section 5.03(b) in accordance with the provisions of Section 3.01(b)(3) hereof.

(c) Option to Pay Series B Loan Certificates.

(1) At the time set forth in Subsection (2) of this Section 5.03(c) the Owner Trustee shall have the option to pay the Series B Payoff Amount, as defined below, upon written notice (the "Payoff Notice") to the Indenture Trustee and to each Certificate Holder holding Series B Loan Certificates which Payoff Notice shall specify the Owner Trustee's election to pay the Series B Payoff Amount on a date thirty (30) days following the giving of such Payoff Notice. The Series B Payoff Amount shall be equal to the aggregate unpaid principal amount of all Series B Loan Certificates then outstanding, together with accrued interest (including but not limited to interest, if any, on overdue amounts of principal and interest) to the date of payment, together with a premium equal to the Series B Make-Whole Amount, as defined in clause (3) below. The giving of such Payoff Notice shall obligate the Owner Trustee to pay all Series B Loan Certificates on the Payoff Date.

(2) The Owner Trustee may send a Payoff Notice five Business Days after the May 1, 2008 Rent Payment Date if, and only if, (i) all Loan Certificates were accelerated after November 1, 2007; (ii) all payments of Basic Rent due on the November 1, 2007 Rent Payment Date were made prior to the occurrence of any Lease Event of Default, or the Owner Trustee exercised cure rights with respect to such payment of Basic Rent pursuant to Section 5.03(a)(1)(A) or Section 5.03(a)(1)(C); and (iii) but for such acceleration, the Owner Trustee would have been permitted to exercise cure rights pursuant to Section 5.03(a)(1)(C) with respect to Basic Rent due on May 1, 2008.

(3) Any payment made pursuant to this Section 5.03(c) shall be deemed to constitute a prepayment of the Series B Loan Certificates on which a Make-Whole Amount shall be due, which Make-Whole Amount (the "Series B Make-Whole Amount") shall be calculated as if the Weighted Average Life to Maturity on the Series B Loan Certificates were six months instead of the actual Weighted Average Life to Maturity on the Series B Loan Certificates as of the date of such deemed prepayment. All amounts paid pursuant to this Section 5.03(c) shall be applied pursuant to Section 3.01(e).

Section 5.04. Remedies Cumulative. Each and every right, power, and remedy herein specifically given to the Indenture 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

Indenture Trustee, and the exercise or the beginning of the exercise of any right, power, or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy. No delay or omission by the Indenture Trustee, in the exercise of any right, power, or remedy, or in the pursuance of any remedy shall impair any such right, power, or remedy or be construed to be a waiver of any Indenture Default or Indenture Event of Default on the part of the Owner Trustee or the Lessee or to be an acquiescence therein. No waiver by the Indenture Trustee of any Indenture Default or Indenture Event of Default shall be deemed to be a waiver of any other or similar, previous, or subsequent Indenture Default.

Section 5.05. Discontinuance of Proceedings. In case the Indenture Trustee shall have proceeded to enforce any right, power, or remedy under this Indenture by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Indenture Trustee, then and in every such case the Owner Trustee, the Indenture Trustee, and the Lessee shall be restored to their former positions and rights hereunder with respect to the Collateral, and all rights, remedies, and powers of the Indenture Trustee shall continue as if no such proceedings had been taken.

Section 5.06. No Action Contrary to Rights Under Lease. Notwithstanding any of the provisions of this Indenture to the contrary, neither the Owner Trustee nor the Indenture Trustee shall take any action contrary to the rights of the Lessee under the Lease and under the Participation Agreement, unless there has occurred a Lease Event of Default and the Indenture Trustee has declared the Lease to be in default pursuant to Section 15 of the Lease and then only in accordance with the provisions of the Lease.

Section 5.07. Certain Rights of the Owner Trustee. Notwithstanding any provision to the contrary in this Indenture, including Sections 1.02, as between the Indenture Trustee and the Owner Trustee, the Owner Trustee shall have the right (acting pursuant to instructions of the Owner Participant):

(a) to the exclusion of the Indenture Trustee, so long as no Indenture Event of Default shall have occurred and be continuing, to exercise all rights as Lessor with respect to any determination of Fair Market Rental Value or Fair Market Sales Value and with respect to any matter under Sections 12 (with respect to retaining terminated Units), 14 and 20 of the Lease;

(b) jointly with the Indenture Trustee, whether or not an Indenture Default shall have occurred and be continuing, to exercise all rights of Lessor under Sections 7.3 (with respect to Foreign Use Limitations), 11.3 (with respect to accepting

Replacement Units) and 17 (to the extent permitted by Section 5.03 hereof) of the Lease;

(c) for itself but not with respect to the separate and independent rights of the Indenture Trustee, whether or not an Indenture Default shall have occurred and be continuing, to exercise the rights of Lessor under Sections 9 and 10.1 (with respect to insurance coverage and endorsements) of the Lease and to receive from the Lessee all notices, financial statements, certificates, opinions of counsel, and other documents and all information that the Lessee is permitted or required to give or furnish to the Lessor pursuant to the Lease;

(d) to the exclusion of the Indenture Trustee, whether or not an Indenture Default shall have occurred and be continuing, (i) all rights of the Owner Trustee to exercise any election or option or make any decision or determination or give or receive any notice, consent, waiver, or approval in respect of, or demand, collect, sue for, or otherwise obtain all amounts due from the Lessee on account of, any Excepted Rights in Collateral and (ii) the right of the Owner Trustee to maintain separate insurance pursuant to Section 10.3 of the Lease;

(e) the right, jointly (but not independently) with the Indenture Trustee, (1) so long as no Indenture Event of Default shall have occurred and be continuing, to consent to or approve or enter into any amendment, modification, or supplement of, or to grant any waiver in respect of, any of the Assigned Agreements and (2) if an Indenture Event of Default shall have occurred and be continuing, to consent to or approve or enter into any amendment, modification, or supplement of, or grant any waiver in respect of (A) any provision of the Lease if the effect thereof is to decrease the amount or defer the payment of any Rent, including any amounts payable under Section 2, 11, 12, 15, 20 or 21 of the Lease, (B) Sections 7, 14 and 16 (but only in respect of return condition) of the Lease, (C) Section 10 of the Lease in respect of insurance policies and the proceeds thereof which by the terms of such policies are payable to the Owner Participant or the Owner Trustee and not to the Indenture Trustee, and (D) any other provision of the Lease if such amendment, modification, supplement, or waiver, would impose any additional affirmative obligations upon the Owner Trustee or the Owner Participant, provided, however that with respect to any other amendment, modification, supplement, or waiver, if an Indenture Event of Default shall have occurred and be continuing, the Indenture Trustee shall, prior to taking such action, consult with the Owner Participant and the Owner Trustee, and provided further that the provisions of clause (2)(A) and (2)(B) of this Section 5.07(e) shall not affect the right of the Indenture Trustee to approve or consent to any matter or accept any modified performance under the Lease without the consent of the Owner Trustee or the Owner Participant, so long as such consent,

approval or acceptance does not purport to bind the Owner Trustee vis a vis the Lessee or purport to constitute, as between the Owner Trustee and the Lessee, a waiver of the rights of the Owner Trustee under the Lease or an amendment or modification of the obligations of the Lessee under the Lease; and

(f) so long as no Indenture Event of Default shall have occurred and be continuing, the right, jointly with the Indenture Trustee, to exercise all other rights, powers, privileges, and remedies under any Assigned Agreement or consent to or approve any other matter referred to in any Assigned Documents as requiring or being subject to the consent or approval of the Owner Trustee.

(g) the right jointly, and subject to the express consent of the Indenture Trustee, to exercise remedies under Section 15.2 of the Lease as a result of a Lease Event of Default (as defined in the Lease) arising from breach by the Lessee of its obligations under the Tax Indemnity Agreement or the Side Letter.

Upon consummation of a foreclosure of the lien and security interest of the Indenture on the Collateral, all rights of the Owner Trustee or the Owner Participant (as the case may be) under this Section 5.07 shall terminate, except insofar as such rights relate to Excepted Rights in Collateral.

ARTICLE VI: DUTIES OF THE OWNER TRUSTEE AND THE  
INDENTURE TRUSTEE

Section 6.01. Action Upon Indenture Event of Default.  
In the event either the Owner Trustee or the Indenture Trustee shall have knowledge of an Indenture Default, such party shall give to the other party, the Owner Participant, the Certificate Holders, and the Lessee prompt telephonic and facsimile or telegraphic notice thereof followed by prompt written notice thereof sent by first class registered mail, postage prepaid. Subject to the terms of Section 6.04 hereof, the Indenture Trustee shall thereafter take such action, or refrain from taking such action, with respect to such Indenture Event of Default as follows:

(a) Upon any Indenture Event of Default resulting from an Owner Default as set forth in Section 5.01(a)(1)(A) hereof, upon the written instructions of any Certificate Holder, the Indenture Trustee shall accelerate the Loan Certificate of such Certificate Holder.

(b) Upon any Indenture Event of Default, the Indenture Trustee shall accelerate all the Loan Certificates upon the written instructions of the holders of at least twenty-five percent (25%) in principal amount of the Loan Certificates then

outstanding. In the event of such acceleration, the Indenture Trustee (1) shall rescind such acceleration upon the written instructions of a Majority of Certificate Holders, and (2) shall exercise its remedies under this Indenture upon the written instructions of the holders of at least twenty-five percent (25%) in principal amount of the Loan Certificates then outstanding, provided that if the Indenture Trustee has received different or conflicting instructions from two or more holders, each of whom owns at least twenty-five percent (25%) in principal amount of the Loan Certificates then outstanding, the Indenture Trustee shall act at the written instructions of a Majority of Certificate Holders.

If the Indenture Trustee shall not have received instructions as above provided within twenty (20) days after the mailing of notice of such Indenture Event of Default to the Certificate Holders, the Indenture Trustee shall take such action, or refrain from taking such action with respect to such Indenture Default or event as the Indenture Trustee shall determine to be advisable in the best interests of the Certificate Holders, and shall use the same degree of care and skill in connection therewith as a prudent person would use under the circumstances in the conduct of such person's own affairs. For all purposes of this Indenture, in the absence of actual knowledge of any Responsible Officer of the Indenture Trustee in its corporate trust office, the Indenture Trustee shall not be deemed to have knowledge of an Indenture Default (except the failure of the Lessee (a) to pay any installment of Basic Rent within two (2) Business Days after the same shall become due, (b) to maintain insurance as required under Section 10 of the Lease if the Indenture Trustee shall receive written notice of a failure to maintain insurance from an insurer or broker, or (c) to pay on a timely basis any other amount to the Indenture Trustee after the Indenture Trustee shall have received written notice of intent to make any such payment) unless notified in writing thereof by a Certificate Holder, the Owner Trustee, the Owner Participant, or the Lessee.

Section 6.02. Continued Perfection. The Indenture Trustee shall, without further direction by any Certificate Holder or any other Person, timely execute and file continuation statements with respect to each financing statement filed under the Participation Agreement. In addition, the Owner Trustee and the Indenture Trustee shall 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 Collateral as may be specified from time to time in written instructions of a Majority of Certificate Holders (which instructions shall by their terms be operative only at a date not less than five (5) days following their receipt by the Indenture Trustee and which shall be accompanied by the form of such documents so to be filed).

Section 6.03. Release of Units.

(a) Partial Termination of Lease. (1) Upon termination of the Lease Term for any Unit pursuant to Section 11 of the Lease, and so long as no Lease Event of Default has occurred and is continuing, upon termination of the Lease Term for any Unit pursuant to Section 7.3 or Section 12 of the Lease, and in each case after payment in full to the Indenture Trustee of the Stipulated Loss Value for such Unit or the Termination Value for such Unit and the Make-Whole Amount, if required, as the case may be, or (2) with respect to each Unit of Group B Equipment, so long as no Indenture Default or Indenture Event of Default shall have occurred and be continuing (provided that no Indenture Default or Indenture Event of Default shall be deemed to exist for purposes of Section 6.03(a)(2) if upon termination of the Basic Term for the Group B Equipment all amounts then due on the Series B Loan Certificates plus any applicable Series B Make-Whole Amount have been paid pursuant to Section 5.03(a)(1)(C) or Section 5.03(c)), upon termination of the Basic Term for all Group B Equipment and upon payment in full of the principal, premium, if any, and interest on all Series of Loan Certificates issued with respect to all Group B Equipment, in either case the lien of this Indenture in such Unit shall, without further act, be released and extinguished, and the Indenture Trustee shall, at the expense of the requesting party, execute and deliver to, or as directed by, the Lessee or the Owner Trustee, as the case may be, such instruments (in due form for recording) as may be reasonably requested and furnished by the Lessee or the Owner Trustee, as the case may be, releasing such Unit from the lien of this Indenture and from the assignment and pledge thereof hereunder.

(b) Payment in Full of Secured Indebtedness. After payment in full of all the principal of, premium, if any, and interest on all Loan Certificates pursuant to the terms thereof and hereof and payment or performance of all other Secured Indebtedness, the lien of this Indenture shall, without further act, be extinguished with respect to the Collateral and the Indenture Trustee shall, upon the written request and at the expense of the Owner Trustee, execute and deliver to, or as directed by, the Owner Trustee such instruments (in due form for recording) as may be reasonably requested and furnished by the Owner Trustee releasing the Equipment from the lien of this Indenture and releasing the Collateral from the assignment and pledge thereof hereunder.

(c) Substitution. In any case in which an item of equipment is, pursuant to and in accordance with Section 11.3 of the Lease, substituted for an Unit of Equipment as to which an Event of Loss has occurred (1) the lien of this Indenture in such damaged or destroyed Unit shall, without further act, be released and extinguished, and the Indenture Trustee shall, at the expense

of the Lessee, execute and deliver to, or as directed by, the Lessee such instruments (in due form for recording) as may be reasonably requested and furnished by the Lessee releasing such Unit from the lien of this Indenture and from the assignment and pledge thereof hereunder, (2) all provisions of this Indenture relating to such damaged or destroyed Unit shall be applicable to the substitute Unit with the same force and effect as if such substitute Unit were the same item as the item being substituted for under the Lease, and (3) the Lessee shall execute and the Owner Trustee shall execute and deliver such instruments requested by the Indenture Trustee to perfect the security interest of the Indenture Trustee in such substitute Unit.

(d) Restrictions on Release. Notwithstanding any provision of this Indenture to the contrary, there shall be no release of the lien of this Indenture except as provided in this Section 6.03 and in Section 10.01 hereof.

Section 6.04. Indemnification of Indenture Trustee. The Indenture Trustee shall be indemnified for, and be held harmless against, any loss, liability, or expense incurred without gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the Collateral, including the cost and expenses of defending itself against any claim or liability in the premises. The Indenture Trustee shall not be required to take any action or refrain from taking any action under Section 6.01, 6.02, 6.03, 6.06, 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 reasonable opinion, shall be likely to involve expense or liability, unless one or more of the Certificate Holders, from time to time, shall offer and furnish to the Indenture Trustee indemnity, deemed reasonable by the Indenture Trustee, against all liability, costs, and expenses (including but not limited to reasonable attorneys' fees, reasonable compensation of the Indenture Trustee, and disbursements on appeal); provided, however, that the Indenture Trustee shall be required to execute and file continuation statements with respect to financing statements pursuant to Section 6.02 hereof, and the Indenture Trustee's compensation for such execution and filing shall be included in its periodic fees and disbursements as provided in Section 2.10 of the Participation Agreement. The Indenture Trustee shall not be required to take any action under Section 6.01, 6.02, 6.03, or 6.08 or Article V hereof, nor shall any other provision of this Indenture be deemed to impose a duty on the Indenture Trustee to take any action, if the Indenture Trustee shall have been advised by counsel (who shall not be an employee of the Indenture Trustee) that such action is contrary to the terms hereof or of any of the documents contemplated hereby to which the Indenture Trustee is a party or is otherwise contrary to law.

The provisions of this Section 6.04 shall survive the termination of the Indenture.

Section 6.05. No Duties Except as Specified. The Indenture Trustee shall not have any duty or obligation to manage, control, use, sell, dispose of, or otherwise deal with the Equipment or any other part of the Collateral, 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 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 Indenture Trustee. The Indenture 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 Collateral, or on any properties of the Owner Trustee granted as part of the Collateral, which result from claims against the Indenture Trustee not related to the ownership of the Equipment or the administration of the Collateral or any other transaction pursuant to this Indenture or any Assigned Agreement.

Section 6.06. No Action Except Under Lease, Indenture or Participation Agreement. Each of the Owner Trustee and the Indenture Trustee agrees that it will not manage, control, use, sell, dispose of, or otherwise deal with the Equipment or other property that is part of the Collateral except (a) as required by the terms of the Lease, the Trust Agreement, or the Participation Agreement, (b) in accordance with the express terms hereof, and (c) in accordance with written instructions received pursuant to Section 6.01 or 6.02 hereof.

Section 6.07. Operative Agreements.

(a) Owner Trustee's Duties. It is expressly agreed by the Owner Trustee that, anything herein to the contrary notwithstanding, the Owner Trustee shall remain liable under each Operative Agreement (in the capacities as stated therein) to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions of each such Operative Agreement. Indenture Trustee shall not have any obligation or liability under any Operative Agreement pursuant hereto, nor shall Indenture Trustee be required or obligated in any manner to perform or fulfill any of the obligations of the Owner Trustee under or pursuant to any Operative Agreement, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Operative Agreement, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned it or to which it may be entitled at any time

or times. The Owner Trustee represents and warrants to the Indenture Trustee that (1) it has performed all obligations on its part to be performed under the Operative Agreements on or prior to the date hereof, (2) to its knowledge, there has not occurred on or prior to the date hereof any default under any Operative Agreement 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, and (3) it has not granted and hereby covenants that it will not grant, so long as this Indenture shall remain in effect, any of its right, title, or interest hereby granted, to anyone other than Indenture Trustee in its capacity as Indenture Trustee.

(b) Restrictions on Owner Trustee's Actions. The Owner Trustee does hereby agree and covenant that it will not, except as provided in this Indenture and except for any action specifically anticipated and provided for in any of the Assigned Agreements as an action that does not require the consent of the Indenture Trustee, (1) take any action or omit to take any required action, the taking or omission of which might result in an alteration or impairment of the Assigned Agreements or this Indenture or any of the rights created by any of the Assigned Agreements or this Indenture, (2) enter into any agreement amending or supplementing any of the Assigned Agreements, (3) accept any payment (other than Excepted Rights in Collateral) from the Lessee or any Affiliate thereof in connection with the transactions contemplated hereby, (4) settle or compromise any claim against the Lessee or any Affiliate thereof in connection with the transactions contemplated hereby or arising under the Assigned Agreements other than with respect to Excepted Rights in Collateral, (5) 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 Agreements other than with respect to Excepted Rights in Collateral, (6) give any consents or waivers under the Assigned Agreements, or (7) exercise the remedies of the Lessor under, or terminate or accept a surrender of, the Lease.

(c) Appointment of Indenture Trustee as Attorney. The Owner Trustee hereby irrevocably appoints the Indenture Trustee as its attorney in fact so to do, but the Indenture Trustee shall incur no liability to the Owner Trustee or any third party for failure so to do, any act that the Owner Trustee is obligated by this Indenture to do, and to exercise such rights, powers and remedies as the Owner Trustee might exercise with respect to the Collateral. Anything to the contrary set forth in this Section 6.07(c) notwithstanding, the Indenture Trustee agrees that it shall not exercise any of the rights, powers, or remedies granted to or conferred on it pursuant to this Section 6.07(c) prior to the occurrence of an Indenture Event of Default and subject to the provisions of Article V of this Indenture.

Section 6.08. Performance by the Indenture Trustee.

Upon the written instructions of a Majority of Certificate Holders but subject to Section 5.07 hereof, the Indenture Trustee (a) shall, upon prior written notice to the Owner Trustee, perform any act which is undertaken by the Owner Trustee to be performed by the Owner Trustee hereunder or under the Lease or the Participation Agreement, but which the Owner Trustee shall fail to perform, and (b) may take any other action which a Majority of Certificate Holders may deem necessary for the maintenance, preservation, or protection of the Indenture Trustee's interest in the Collateral. All moneys advanced and all reasonable expenses (including but not limited to reasonable legal fees and expenses) incurred by the Indenture Trustee or any Loan Participant in connection with such action together with interest at the Late Rate shall be repaid by the Owner Trustee, subject to the terms of Section 2.03 hereof, to the Indenture Trustee or such Loan Participant, as the case may be, upon demand, and shall be secured hereby as provided herein. The making of such advance by the Indenture Trustee or such Loan Participant shall not, however, relieve the Owner Trustee of liability for any Owner Default until the full amount of all such moneys so advanced and such interest thereon shall have been repaid by the Owner Trustee to the Indenture Trustee or such Loan Participant, as the case may be, and such Owner Default shall have otherwise been cured.

Section 6.09. Location of Units; Inspection.

The Owner Trustee shall not remove any Unit out of the United States or Canada except as permitted under the Lease. To the extent that the Owner Trustee can grant such right, the Indenture 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, or otherwise protecting the security interest created herein.

Section 6.10. Claims Against the Owner Trustee and the Indenture Trustee. Notwithstanding the provisions of Section 2.03 hereof, each of the Owner Trustee and the Indenture Trustee, severally and not jointly, shall not permit, and shall, in its individual capacity, indemnify, save, and hold harmless all present and future Certificate Holders and the Owner Participant from and against any reduction in the amount payable out of the Collateral in respect of the amounts payable under the Loan Certificates, or other loss, cost or expense incurred by such Certificate Holders, as a result of the willful misconduct or gross negligence of such party or the imposition or enforcement of any lien or claim (a) against the Collateral by any taxing authority because of the nonpayment by such party of taxes imposed on or measured by the net income of such party in its individual capacity by such taxing authority or (b) against such party in its individual capacity not related to the

ownership of, or security interest in, the Equipment or the transactions contemplated by the Operative Agreements.

ARTICLE VII: THE OWNER TRUSTEE AND THE INDENTURE TRUSTEE

Section 7.01. Acceptance of Trust and Duties. The Indenture 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 Collateral. The Indenture Trustee shall not be liable under any circumstances, except for (a) its own willful misconduct, (b) its negligence with respect to its obligations under Article III hereof, and (c) its gross negligence with respect to its other obligations, and the Indenture Trustee shall not be liable for any action or inaction of the Owner Trustee.

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 Trustee and the Indenture Trustee shall have no duty (a) to see to any insurance on the Equipment or to effect or maintain any such insurance whether or not the Lessee shall be in default with respect thereto, (b) to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, or assessed or levied against, any part of the Collateral, (c) to confirm or verify any financial statements of the Lessee, or (d) to inspect the Equipment at any time or ascertain or inquire as to the performance or observance of any covenants of the Lessee or any Affiliate thereof under the Assigned Agreements. The Owner Trustee agrees to furnish to the Indenture Trustee promptly upon receipt thereof duplicates or copies of all reports, notices, requests, demands, certificates, financial statements, and other instruments furnished to Lessor under the Lease and not otherwise received by the Indenture Trustee. The foregoing sentence shall not be construed to limit or otherwise affect Section 7.03 hereof.

Section 7.03. No Representation or Warranties as to Equipment or Documents. THE OWNER TRUSTEE AND THE INDENTURE TRUSTEE MAKE NO WARRANTY AS TO THE VALUE, MERCHANTABILITY, CONDITION, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE UNITS OR AS TO THEIR TITLE THERETO, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE UNITS WHATSOEVER except that the Owner Trustee hereby represents and warrants to the Loan Participants that on each Closing Date the Owner Trustee shall have received whatever title to such Units that was conveyed to it and that the Equipment shall be free of Lessor's Liens, and the Owner Trustee and the Indenture Trustee make no

representation or warranty as to the validity, legality, or enforceability of this Indenture, the Loan Certificates, or any of the Assigned Agreements or as to the correctness of any statement contained in any thereof, except as specifically set forth herein, therein or in the Participation Agreement.

Section 7.04. Further Assurances. The Owner Trustee will promptly and duly execute and deliver to the Indenture Trustee such instruments, documents, and assurances, including but not limited to amendments to Schedule B hereto, conveyances, financing statements, and continuation statements with respect to financing statements and take such further action as the Indenture Trustee may from time to time reasonably request in order to obtain the full benefits of the grant of the security interest in and lien upon the Collateral, 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 Indenture Trustee and the Certificate Holders hereunder and to create for the benefit of the Certificate Holders a valid first and prior perfected security interest in the Collateral and to protect the Owner Trustee's and the Indenture Trustee's intended interests in the Equipment and the other Collateral 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 but not limited to 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 Indenture Trustee may from time to time reasonably request.

Section 7.05. Reliance; Agents; Advice of Counsel. The Indenture 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 reasonably believed by it to be genuine and signed by the proper party or parties. The Indenture Trustee may accept copies of resolutions of the Board of Directors of the Lessee certified by the Secretary or an Assistant Secretary of the Lessee as duly adopted and in full force and effect, as conclusive evidence that such resolutions have been duly adopted by said Board and that the same are 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 Indenture 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 Indenture Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon. The Indenture Trustee shall furnish to the Owner Trustee upon request such information and copies of such documents as the Indenture Trustee may have

and as are necessary for the Owner Trustee to perform its duties under Article II hereof. In the administration of the trust hereunder, the Indenture Trustee may consult with counsel, accountants, and other skilled Persons to be selected and retained by it (other than Persons regularly in its employ), and the Indenture Trustee shall not be liable for anything done, suffered, or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants, or other skilled Persons. Without limiting the rights or duties of the Indenture Trustee hereunder, the Indenture Trustee may perform any and all of its obligations hereunder through one or more agents appointed by it. Notwithstanding the foregoing, the Indenture Trustee shall not be entitled to rely upon this Section 7.05 in respect of any action involving its gross negligence or willful misconduct in connection with the subject matter of this Section 7.05.

Section 7.06. Not Acting in Individual Capacity. Except where otherwise expressly provided herein, the Indenture Trustee acts hereunder solely as trustee as herein provided and not in its individual capacity, and all Persons, other than the Certificate Holders as provided in this Indenture, having any claim against the Indenture Trustee by reason of the transactions contemplated hereby, shall, subject to the lien and priorities of payment as herein provided, look only to the Collateral for payment or satisfaction thereof.

Section 7.07. No Compensation from Certificate Holders or from Collateral. The Indenture Trustee agrees that (except as provided in Section 6.04 hereof) it shall have no right against Certificate Holders or (except as expressly provided herein) the Collateral for any fee as compensation for its services hereunder. The Indenture Trustee acknowledges and agrees that, except as may be specifically agreed upon pursuant to the provisions of Section 6.04 hereof, the Owner Trustee and the Certificate Holders shall have no responsibility or liability for the Indenture Trustee's initial and periodic fees and expenses.

Section 7.08. Relationship of the Indenture Trustee to Certificate Holders. Each Certificate Holder of Loan Certificates acknowledges that the Indenture Trustee may be affiliated by ownership to the Loan Participants or another Certificate Holder of Loan Certificates and each Certificate Holder of Loan Certificates hereby waives any rights it may have with respect to payments from the Collateral to the Loan Participants or such affiliated Certificate Holder of Loan Certificates by reason of such affiliation.

Section 7.09. No Lien on Collateral. The Indenture Trustee shall have no lien on the Collateral to secure its indemnification pursuant to Section 8 of the Participation Agreement.

ARTICLE VIII: SUCCESSOR TRUSTEES AND SEPARATE TRUSTEES

Section 8.01. Resignation or Removal of Indenture Trustee; Appointment of Successor.

(a) Resignation or Removal. The Indenture Trustee or any successor thereto may resign at any time with or without cause by giving at least thirty (30) days' prior written notice to the Owner Trustee and each Certificate Holder, such resignation to be effective on the date specified in such notice. In addition, a Majority of Certificate Holders may at any time remove the Indenture Trustee without cause by an instrument in writing delivered to the Owner Trustee and the Indenture Trustee. In the case of the resignation or removal of the Indenture Trustee, a Majority of Certificate Holders may appoint a successor Indenture Trustee by an instrument signed by such Certificate Holders. If a successor Indenture Trustee shall not have been appointed within thirty (30) days after such resignation or removal, the Indenture Trustee or any Certificate Holder may apply to any court of competent jurisdiction to appoint a successor Indenture Trustee to act until such time, if any, as a successor shall have been appointed as above provided. The successor Indenture Trustee so appointed by such court shall immediately and without further act be superseded by any successor Indenture Trustee appointed as above provided.

(b) Qualification of Indenture Trustee. Any successor Indenture 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 Indenture Trustee hereunder upon reasonable or customary terms.

Section 8.02. Successor Acceptance of Appointment. Any successor Indenture Trustee, whether appointed by a court or by a Majority of Certificate Holders, shall execute and deliver to the predecessor Indenture Trustee an instrument accepting such appointment, and thereupon such successor Indenture Trustee, without further act shall become vested with all the estate, properties, rights, powers, duties, and obligations of the predecessor Indenture Trustee hereunder in the trusts hereunder applicable to it with like effect as if originally named the Indenture Trustee herein; but nevertheless upon the written request of such successor Indenture Trustee such predecessor Indenture Trustee shall execute and deliver an instrument transferring to such successor Indenture Trustee, upon the trusts herein expressed applicable to it, all the estates, properties, rights, and powers of such predecessor Indenture Trustee and such predecessor Indenture Trustee shall duly assign, transfer,

deliver, and pay over to such successor Indenture Trustee all moneys or other property then held by such predecessor Indenture Trustee hereunder.

Section 8.03. Successor Indenture Trustees by Merger. Any corporation into which the Indenture Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Indenture Trustee shall be a party, or any corporation to which substantially all the corporate trust business of the Indenture Trustee may be transferred, shall, subject to the terms of Section 8.01(b) hereof, be the Indenture Trustee under this Indenture without further act.

Section 8.04. Appointment of Additional, Separate and Co-Trustees.

(a) Whenever the Indenture Trustee shall deem it necessary or prudent in order to conform to any law of any jurisdiction in which all or any part of the Collateral shall be situated, or the Indenture Trustee shall be advised by counsel, satisfactory to it, that it is so necessary or prudent in the interest of the Certificate Holders, or in the event that the Indenture Trustee and the Owner Trustee shall have been requested to do so by a Majority of Certificate Holders, the Indenture Trustee and the Owner Trustee shall execute and deliver an indenture supplemental hereto and all other instruments and agreements necessary or proper to constitute another bank or trust company or one or more individuals approved by the Indenture Trustee, either to act as additional trustee or co-trustee of all or any part of the Collateral jointly with the Indenture Trustee or to act as separate trustee or co-trustee of all or any part of the Collateral (each such additional trustee or co-trustee and separate trustee or co-trustee hereinafter the "Other Trustee"), in any such case with such powers as may be provided in such indenture supplemental hereto, and to vest in such Other Trustee any property, title, right, or power of the Indenture Trustee deemed necessary or advisable by the Indenture Trustee, subject to the remaining provisions of this Section 8.04. In the event the Owner Trustee shall not have joined in the execution of such indenture supplemental hereto within fifteen (15) days after the receipt of a written request from a Majority of Certificate Holders so to do, or in case an Owner Default shall occur and be continuing, the Indenture Trustee may act under the foregoing provisions of this Section 8.04 without the concurrence of the Owner Trustee, and the Owner Trustee hereby appoints the Indenture Trustee its attorney in-fact and agent to act for it under the foregoing provisions of this Section 8.04 in either of such contingencies. The Indenture Trustee may execute, deliver, and perform any conveyance, assignment, or other instrument in writing as may be required by any Other Trustee for more fully and certainly

vesting in and confirming to it, him or her, 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 Other Trustee, and the Owner Trustee shall, upon the Indenture Trustee's request, join therein and execute, acknowledge, and deliver the same, and the Owner Trustee hereby makes, constitutes, and appoints the Indenture Trustee its agent and attorney-in-fact for it and in its name, place, and stead to execute, acknowledge, and deliver any such deed, conveyance, assignment, or other instrument in the event that the Owner Trustee shall not itself execute and deliver the same within fifteen (15) days after receipt by it of such request so to do.

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

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

(2) all other rights, powers, and obligations conferred or imposed herein upon the Indenture Trustee shall be conferred or imposed upon and exercised or performed by the Indenture Trustee and such Other 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 Indenture Trustee shall be incompetent or unqualified to perform such act or acts, such rights, powers, duties, and obligations (including but not limited to the holding of title to the Collateral in any such jurisdiction) shall be exercised and performed by such Other Trustee; and

(3) no power hereby given to, or with respect to which it is provided hereby may be exercised by, any such Other Trustee shall be exercised hereunder by such Other Trustee except jointly with, or with the consent of, the Indenture Trustee.

(c) If at any time the Indenture 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 Certificate Holders or in the event that the Indenture Trustee shall have been requested to do so in writing by a Majority of Certificate Holders, the Indenture Trustee and the Owner Trustee shall execute and deliver an indenture supplemental hereto and all other instruments and agreements necessary or proper to remove any Other Trustee. In the event that the Owner Trustee shall not have joined in the execution of such instruments or agreements or such

indenture supplemental hereto, the Indenture Trustee may act on behalf of the Owner Trustee to the same extent provided above.

(d) Any Other Trustee may at any time by an instrument in writing constitute the Indenture Trustee its agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion which it is authorized or permitted to do or exercise, for and in its behalf and in its name. In case any such Other 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 Other Trustee in respect of the Collateral, so far as permitted by law, shall vest in and be exercised by the Indenture Trustee, without the appointment of a new successor to such Other Trustee unless and until a successor is appointed in the manner hereinabove provided.

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

(f) Each Other 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 Indenture Trustee.

(g) Except as contemplated by clause (2) of Section 8.04(b) hereof, notwithstanding any other provisions of this Section 8.04, the powers of any Other Trustee appointed pursuant to this Section 8.04 shall not in any case exceed those of the Indenture Trustee hereunder.

ARTICLE IX: SUPPLEMENTS AND AMENDMENTS TO THIS  
INDENTURE AND OTHER DOCUMENTS

Section 9.01. Conditions and Limitation. Except as provided in Sections 9.02 and 9.03 hereof, at any time and from time to time, (a) the Owner Trustee (subject to the obligations of Owner Trustee under Section 6.4 of the Participation Agreement) and the Indenture Trustee, at the written request of a Majority of Certificate Holders, 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 Trustee, at the written request of a Majority of Certificate Holders and the Owner Participant (but only to the extent Owner Participant's request is required pursuant to Section 5.07 hereof) shall (x) enter into such written amendment of or supplement to any of the Operative Agreements as the parties thereto other than the Owner Trustee

may agree to and as may be specified in such request, (y) execute and deliver any consent or approval contemplated by any of the Operative Agreements or (z) execute and deliver any such written waiver or modification of the terms of any of the Operative Agreements as may be specified in such request; provided however, that, except pursuant to Section 2.11 of the Participation Agreement, without the consent of each Certificate Holder of Loan Certificates then outstanding, no such supplement to this Indenture or amendment of or supplement to any of the Assigned Agreements, or waiver or modification of the terms of any thereof, shall (1) modify any of the provisions of this Section 9.01 or the definitions of the terms "Basic Term," "Excepted Rights to Payment," "Secured Indebtedness," "Event of Loss," "Reinvestment Rate," "Weighted Average Life to Maturity," "Lease Default," "Indenture Default," "Stipulated Loss Value," "Termination Value," "Collateral," "Make-Whole Amount," "Owner Default," "Indenture Event of Default," and "Lease Event of Default" contained in Annex I to the Participation Agreement, a copy of which is attached hereto as Schedule A, (2) reduce the amount or extend the time of payment of any amount owing or payable under any Loan Certificate, reduce the interest payable on any Loan Certificate, 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 Certificate Holders and the Owner Trustee, (3) reduce, modify, or amend any indemnities in favor of any Certificate Holder, (4) reduce the amount or extend the time of payment of Rent, Termination Value, or Stipulated Loss Value set forth in the Lease, (5) modify, amend, or supplement the Lease or consent to any assignment of the Lease in either case releasing the Lessee from its obligations in respect of the payment of the Rent, Termination Value, or Stipulated Loss Value or changing the absolute and unconditional character of such obligations as set forth in Section 2 of the Lease, (6) subject to Section 6.03 and Article X hereof, permit the creation of any lien on the Collateral or any part thereof, deprive the Certificate Holder of any Loan Certificate then outstanding of the lien of this Indenture on the Collateral or release any property from the Collateral, in each case other than pursuant to the express provisions hereof and of the Assigned Agreements, or (7) reduce the percentages of the aggregate principal amount of Loan Certificates, the holders of which are required to consent to or to authorize any action under this Indenture (including, without limitation, pursuant to Sections 6.01 and 6.02 hereof).

Section 9.02. Supplements Not Requiring Consent or Request. At any time property is to be added to the Collateral, the Owner Trustee and the Indenture Trustee, without the consent of, or any written request from, any Certificate Holder, shall execute a supplement to this Indenture (which may be in the form of the Indenture Supplement attached hereto as Exhibit A) for the sole purpose of adding to the Collateral such property.

Section 9.03. Indenture Trustee Protected. If in the opinion of counsel for the Indenture 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 Indenture Trustee under this Indenture, the Participation Agreement, or the Lease, or if any document required to be executed pursuant to Section 9.01 involves additional obligations and duties of the Indenture Trustee, the Indenture Trustee may in its discretion decline to execute such document.

Section 9.04. Documents Mailed to Certificate Holders. Promptly after the execution by the Owner Trustee or the Indenture Trustee of any document entered into pursuant to Section 9.01 or 9.02 hereof, the Indenture Trustee shall mail, by first class registered mail, postage prepaid, a conformed copy thereof to each Certificate Holder at its registered address, but the failure of the Indenture Trustee 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 (a) the payment and performance of all of the Secured Indebtedness and the sale or other final disposition by the Indenture Trustee of the Equipment constituting part of the Collateral and the final distribution by the Indenture Trustee of all moneys or other property or proceeds constituting part of the Collateral in accordance with the terms of Article III hereof or (b) twenty-one (21) years less one day after the death of the last survivor of all descendants living on the date of execution of this Indenture of the grandparents of Chelsea Clinton of Little Rock, Arkansas; 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 twenty-first (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 foresaid 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 and performance in full of the Loan Certificates, all other Secured Indebtedness, all moneys or other property or proceeds

constituting part of the Collateral shall be paid to the Owner Trustee. The Indenture Trustee shall promptly notify the Lessee of the termination of this Indenture pursuant to this Section 10.01. In connection with such termination, the Indenture Trustee shall at the expense of the owner of the Equipment file such releases and other documents as may be reasonably requested and furnished by such owner in order to effectuate the purposes of this Section 10.01.

Section 10.02. No Legal Title to Collateral in Certificate Holders. The Certificate Holders shall have no legal title to any part of the Collateral. No transfer, by operation of law or otherwise, of any Loan Certificate or other right, title, and interest of any Certificate Holder or of the Owner Trustee in and to the Collateral or hereunder shall operate to terminate this Indenture or the trust hereunder or entitle any successor or transferee of such Certificate Holder or the Owner Trustee to an accounting or to the transfer to it of legal title to any part of the Collateral.

Section 10.03. Sale of Equipment by the Indenture Trustee Is Binding. Any sale or other conveyance of the Equipment or any portion thereof by the Indenture Trustee made pursuant to the terms of this Indenture or of the Lease shall bind the Owner Trustee and the Certificate Holders and shall be effective to transfer or convey all right, title, and interest of the Indenture Trustee, the Owner Trustee, and such Certificate Holders in and to such Equipment. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency, or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Indenture Trustee.

Section 10.04. Indenture for Benefit of Certain Parties Only. Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Indenture Trustee, the Owner Trustee, and the Certificate Holders any legal or equitable right, remedy, or claim under or in respect of any Loan Certificate or this Indenture.

Section 10.05. Notices. Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing or by a telecommunications device capable of creating a written record, and any such notice shall become effective (a) upon personal delivery thereof, including, without limitation, by overnight mail and courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) other than in the case of any Certificate Holder, in the case of notice by such a telecommunications device, upon confirmation of receipt thereof, in each case addressed to the Owner Trustee, to the Indenture

Trustee, or to any Certificate Holder, as the case may be, at its address set forth in Schedule C hereto. 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. For all purposes of this Indenture, in the absence of actual knowledge of any Responsible Officer of the Owner Trustee, the Owner Trustee shall not be deemed to have knowledge of an Indenture Default unless notified in writing thereof by a Certificate Holder, the Owner Participant, the Indenture Trustee, or the Lessee.

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 Assignees. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Indenture Trustee, the Owner Trustee, and each Certificate Holder and their respective successors and assignees. Any request, notice, direction, consent, waiver, or other instrument or action by the Owner Trustee, the Indenture Trustee, or any Certificate Holder shall bind the successors and assignees of such party.

Section 10.09. Payments on Business Day. Notwithstanding any provision hereof to the contrary, if any date upon which a payment is due hereunder is not a Business Day, then except as described in the next sentence, the amount otherwise payable on such date shall be due and payable on the next succeeding Business Day with the same force and effect as though made on such prior date and with no adjustment for interest. If the date upon which payment is due under the preceding sentence falls in the next calendar month, the amount otherwise payable on such date shall be due and payable on the first preceding Business Day, with no adjustment for interest.

Section 10.10. Written Changes Only. No term or provision of this Indenture or the Loan Certificates may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party or other Person against

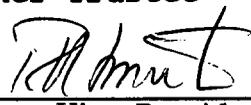
whom enforcement of the change, waiver, discharge, or termination is sought, and any waiver of the terms hereof or of any Loan Certificate shall be effective only in the specific instance and for the specific purpose given.

Section 10.11. Headings. The headings of the various Articles and Sections 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 by their respective officers thereunto duly authorized, as of the day and year first above written.

DELAWARE TRUST CAPITAL MANAGEMENT,  
INC., not individually but solely  
as Owner Trustee

By   
Its Vice President  
Richard N. Smith

THE FIRST NATIONAL BANK OF BOSTON,  
Indenture Trustee

By \_\_\_\_\_  
Its

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

DELAWARE TRUST CAPITAL MANAGEMENT,  
INC., not individually but solely  
as Owner Trustee

By \_\_\_\_\_  
Its

THE FIRST NATIONAL BANK OF BOSTON,  
Indenture Trustee

By *Henry J. Caldwell*  
Its Senior Account Administrator

STATE OF DELAWARE )  
 )  
COUNTY OF New Castle ) SS

On this 24th day of December, 1992, before me personally appeared Richard N. Smith, to me personally known, who being by me duly sworn, says that he/she is a Vice President of Delaware Trust Capital Management, Inc., a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rosanna H. Goodwin  
Notary Public

(SEAL)

My commission expires: March 26, 1996

THE COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK ) SS

On this \_\_\_\_\_ day of December, 1992, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he/she is a \_\_\_\_\_ of The First National Bank of Boston, a national banking association, that said instrument was signed on behalf of said association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

STATE OF DELAWARE )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of December, 1992, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he/she is a \_\_\_\_\_ of Delaware Trust Capital Management, Inc., a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

THE COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK ) SS

On this \_\_\_\_\_ day of December, 1992, before me personally appeared William J. Cronwell, to me personally known, who being by me duly sworn, says that he/she is a Senior Asset Administrator of The First National Bank of Boston, a national banking association, that said instrument was signed on behalf of said association by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Ch. Cronwell  
\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: 9/27/94

TRUST INDENTURE AND SECURITY AGREEMENT

SUPPLEMENT NO. \_\_\_\_\_

TRUST INDENTURE AND SECURITY AGREEMENT SUPPLEMENT  
NO. \_\_\_\_\_ (this "Indenture Supplement") dated \_\_\_\_\_, 19\_\_\_\_,  
between Delaware Trust Capital Management, Inc., not individually  
but solely as Owner Trustee (the "Owner Trustee"), and The First  
National Bank of Boston, a national banking association, not in  
its individual capacity but solely as indenture trustee (the  
"Indenture Trustee").

W I T N E S S E T H:

WHEREAS, the Trust Indenture and Security Agreement  
dated as of December 28, 1992 (herein called the "Indenture")  
from the Owner Trustee to the Indenture Trustee, provides for the  
execution and delivery of an Indenture Supplement thereto  
substantially in the form hereof, which shall particularly  
describe the Equipment (such term and other defined terms in the  
Indenture being herein used with the same meanings) and shall  
specifically grant a security interest in such Equipment;

NOW, THEREFORE, the Owner Trustee in consideration of  
the premises and other good and valuable consideration, receipt  
whereof is hereby acknowledged, and intending to be legally  
bound, and in order to secure the equal and pro rata payment of  
both the principal of, and interest and premium, if any, upon all  
Loan Certificates at any time outstanding under the Indenture  
according to their tenor and effect, and to secure the payment  
and performance of all other Secured Indebtedness and the  
performance and observance of all the covenants and conditions  
contained in the Loan Certificates, the Indenture and the  
Participation Agreement, does hereby convey, warrant, mortgage,  
assign, pledge and grant unto the Indenture Trustee, its  
successors and permitted assignees, forever, for the ratable use  
and benefit of the holders of the Loan Certificates, a security  
interest in, all right, title and interests of the Owner Trustee  
in the Units of Equipment described in Schedule 1 attached  
hereto, whether tangible or intangible, wherever located or  
situated, whether now existing, owned or held or hereafter  
acquired or arising, excluding the Excepted Rights in Collateral,  
leased or to be leased under the Lease, together with (a) all  
Parts whether now owned or hereafter acquired, except such  
thereof as remain the property of the lessee under the Lease, (b)  
all substitutions, renewals or replacements of and additions,

improvements, accessions and accumulations to any and all of such Equipment, except such thereof as remain the property of the Lessee under the Lease, together with all the rents, issues, income and profits therefrom, and (c) any and all payments or proceeds payable to the Owner Participant, Owner Trustee or Indenture Trustee with respect to any Unit of Equipment as the result of the sale, lease or other disposition thereof.

TO HAVE AND TO HOLD the aforesaid property unto the Indenture Trustee, its successors and assigns forever, upon the terms and conditions set forth in the Indenture for the equal and proportionate benefit, security and protection of all present and future holders of the Loan Certificates.

This Indenture Supplement shall be construed in connection with and as part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Indenture Supplement may refer to the "Trust Indenture and Security Agreement dated as of December 28, 1992" or the "Indenture" without making specific reference to this Indenture Supplement, but nevertheless all such references shall be deemed to include this Indenture Supplement unless the context shall otherwise require.

This Indenture Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Indenture Supplement.

This Indenture Supplement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be executed, and the Indenture Trustee in evidence of its acceptance of the trusts hereby created, has caused this Indenture Supplement to be executed on its behalf by one of its duly authorized officers, as of the day and year first above written.

DELAWARE TRUST CAPITAL MANAGEMENT,  
INC., not individually but solely  
as Owner Trustee

By \_\_\_\_\_  
Its

AS OWNER TRUSTEE

THE FIRST NATIONAL BANK OF BOSTON,  
not in its individual capacity,  
except as expressly stated herein,  
but solely as Indenture Trustee

By \_\_\_\_\_  
Its

AS INDENTURE TRUSTEE

Schedule 1 to  
Indenture  
Supplement No. \_\_\_

DESCRIPTION OF EQUIPMENT

STATE OF DELAWARE )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_,  
before me personally appeared \_\_\_\_\_, to  
me personally known, who being by me duly sworn, says that he/she  
is a \_\_\_\_\_ of Delaware Trust Capital Management,  
Inc., a Delaware corporation, that said instrument was signed on  
behalf of said corporation by authority of its Board of  
Directors; and he/she acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
corporation.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

THE COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_,  
before me personally appeared \_\_\_\_\_, to  
me personally known, who being by me duly sworn, says that he/she  
is a \_\_\_\_\_ of The First National Bank of Boston, a  
national banking association, that said instrument was signed on  
behalf of said association by authority of its Board of  
Directors; and he/she acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
association.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

**DEFINITIONS**

**General Provisions:**

The following terms shall have the following meanings for all purposes of the Operative Agreements referred to below, unless otherwise defined in an Operative Agreement or the context thereof shall otherwise require. In the case of any conflict between the provisions of this Definition Schedule and the provisions of the main body of any Operative Agreement, the provisions of the main body of such Operative Agreement shall control the construction of such Operative Agreement.

Unless the context otherwise requires, (i) references to agreements shall be deemed to mean and include such agreements as the same may be amended, supplemented and otherwise modified from time to time, and (ii) references to parties to agreements shall be deemed to include the successors and permitted assigns of such parties.

Where the character or amount of any asset or liability or item of income or expense is required to be determined or any consolidation or other accounting computation is required to be made for the purposes of the Operative Agreements, this shall be done in accordance with generally accepted accounting principles at the time in effect, to the extent applicable, except where such principles are inconsistent with the requirements of any Operative Agreement. All terms used in the Operative Agreements and defined in the Uniform Commercial Code in the applicable jurisdiction (and not otherwise defined herein) shall have the respective meanings given these terms in the Uniform Commercial Code as in effect in the applicable jurisdiction.

**Defined Terms**

"AAR" shall mean the Association of American Railroads or any successor thereto.

"Affiliate" of any Person shall mean any other Person which directly or indirectly controls, or is controlled by, or is under a common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"After-Tax Basis" shall have the meaning set forth in Section 4.06(b) of the Tax Indemnity Agreement (with respect to any use of the term in that document) and otherwise shall mean,

(A) when referring to an amount to be paid by the Lessee to an Indemnitee, such amount plus an additional amount, which additional amount shall be such that the amount actually paid by the Lessee is an amount which, if decreased by all United States federal, state and local income Taxes required to be paid by such Indemnitee with respect to the receipt or accrual of such total amount by the Lessee (computed (i) on the assumption that such Indemnitee is fully taxable for United States federal, state and local income tax purposes, and (ii) using an assumed combined effective United States federal, state and local income tax rate (taking into account the deductibility of United States state and local taxes in computing Federal income taxes) determined by using the highest marginal rate of United States federal income taxation then applicable to corporations and the actual composite rate of United States state and local income taxation then applicable to such Indemnitee), is (after giving effect to all current deductions and credits available to such Indemnitee with respect to the payment or accrual of the Taxes or other expenses being indemnified against) equal to the amount indemnified against; and

(B) when referring to an amount paid by or on behalf of any Indemnitee to the Lessee, shall mean such amount plus an additional amount, which additional amount shall be such that the amount actually paid to the Lessee is an amount which, if decreased by all United States federal, state and local income Taxes saved by such Indemnitee in respect of the payment or accrual of such total amount to the Lessee (computed (i) on the assumption that such Indemnitee is fully taxable for United States federal, state and local income tax rate (taking into account the deductibility of United States federal income taxation then applicable to corporations and the actual composite rate of United States state and local income taxation then applicable to such Indemnitee), is equal to the amount required to be paid to the Lessee.

*"Aggregate Commitment"* means as to each Loan Participant, the aggregate principal amount of the Loan Certificates such Loan Participant has agreed to purchase pursuant to Section 2.2(b) of the Partnership Agreement as set forth in Schedule 4 to the Participation Agreement.

*"Aggregate Notional Commitment"* shall mean for each Loan Participant the amount set forth as such Loan Participant's Aggregate Notional Commitment on Schedule 4 to the Participation Agreement.

*"Appraisal"* shall have the meaning specified in Section 4.3(a) of the Participation Agreement.

*"Assigned Agreements"* shall have the meaning specified in Section 1.02(a)(3) of the Indenture.

*"Assignment of Warranties"* shall mean an Assignment of Warranties, substantially in the form of Exhibit E to the Participation Agreement and dated a Closing Date, delivered by the Seller Affiliate to the Owner Trustee in respect of Equipment purchased by Owner Trustee from Seller Affiliate on such Closing Date.

*"Assumed Equipment Cost"* shall mean Thirty-Nine Million Eight Hundred Thousand Dollars (\$39,800,000).

*"Assumed State Tax Rate"* shall have the meaning specified in Section 1(k) of the Tax Indemnity Agreement.

*"Bankruptcy Code"* shall mean the United States Bankruptcy Code, Title 11, United States Code, as amended from time to time, and any successor provision or provisions.

*"Basic Rent"* shall mean, with respect to any Unit of Equipment, all rent payable by the Lessee to the Lessor pursuant to Section 2.1(a) of the Lease for the Basic Term for such Unit, and all rent payable pursuant to Section 20.2 of the Lease for any Renewal Term for such Unit.

*"Basic Term"* shall have the meaning specified in Section 3 of the Lease.

*"Basic Term Commencement Date"* shall mean May 1, 1993.

*"Basic Term Expiration Date"* shall mean in the case of Group A Equipment April 30, 2013 and in the case of Group B Equipment April 30, 2008.

*"Beneficial Interest"* shall mean the interest of the Owner Participant under the Trust Agreement.

*"Bill[s] of Sale"* shall have the meaning specified in Section 4.1(j) of the Participation Agreement.

*"Business Day"* shall mean any day other than a Saturday, Sunday or a day on which banks are authorized or permitted to be closed in the states where any party obligated to make, or receive, any payment under the Operative Agreements has its principal place of business.

*"Certificate Holder"* shall mean, with respect to any Loan Certificate, the person in whose name the Loan Certificate is issued and registered under the Indenture.

"*Claims*" shall have the meaning specified in Section 8.2 of the Participation Agreement.

"*Closing Date*" shall mean the date on which any Equipment is purchased and leased pursuant to Section 2.3 of the Participation Agreement.

"*Code*" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"*Collateral*" shall have the meaning specified in Section 1.02 of the Indenture.

"*Commitment*" shall mean in the case of a Loan Participant as of any Closing Date, the principal amount of the Loan Certificates such Loan Participant has agreed to purchase pursuant to Section 2.2(b) of the Participation Agreement and in the case of the Owner Participant as of any Closing Date, the amount of funds Owner Participant has agreed to make available to or on behalf of the Owner Trustee pursuant to Section 2.1.

"*Commitment Termination Date*" shall mean (with respect to each Loan Participant) the earlier of (i) August 31, 1992 or (ii) the date set forth in the notice delivered by Lessee pursuant to Section 2.8(b) of the Participation Agreement.

"*Coupon Rate*" shall mean 8.49% per annum, calculated, unless otherwise provided in the Operative Documents, on the basis of a 360 day year of twelve 30 day months.

"*Debt Amortization*" with respect to any Loan Certificate shall mean the amortization schedule of principal payments applicable thereto.

"*Economic Return*" of the Owner Participant shall mean the aggregate after-tax cash flow as a percentage of equity, aggregate after-tax cash flow and nominal after-tax yield calculated using the multiple investment sinking fund method of analysis), anticipated by the Owner Participant in entering into, or acquiring an interest in the transactions contemplated by the Participation Agreement and the Lease.

"*Equipment*" shall mean collectively those items of railroad rolling stock described in the Lease Supplements and the Indenture Supplements, together with any and all accessions, additions, improvements and replacements from time to time incorporated or installed in any item thereof which are the property of the Owner Trustee pursuant to the terms of the Lease and, unless the context otherwise specifies, all records and documents relating to such items of railroad rolling stock.

*"Equipment Cost"* shall mean, for each Unit, the purchase price therefor paid by the Owner Trustee to the Seller pursuant to Section 2 of the Participation Agreement and as set forth in Annex A to the Participation Agreement with respect to such Unit.

*"ERISA"* shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor law.

*"Event of Loss"* shall have the meaning specified in Section 11.1 of the Lease.

*"Excepted Rights in Collateral"* shall mean the following described properties, rights, interests and privileges:

(a) all payments (i) of any indemnity under Section 8 of the Participation Agreement or the Tax Indemnity Agreement which by the terms thereof are payable to the Owner Trustee, the Trust Company or the Owner Participant, or any of their respective successors, assigns, directors, officers, employees, servants or agents, and all rights and privileges under such policies in respect of such proceeds, (ii) of that portion of Supplemental Rent, to the extent attributable to an Other Adjustment Event pursuant to Section 2.11 of the Participation Agreement;

(b) any insurance proceeds paid or payable under general public liability policies maintained by the Lessee pursuant to Section 10 of the Lease which are payable directly to or for the benefit of the Owner Trustee, the Trust Company or the Owner Participant or any of their respective successors, assigns, directors, officers, employees, servants or agents, and all rights and privileges under such policies in respect of such proceeds;

(c) Transaction Costs (or other amounts or expenses paid or payable to, or for the benefit of, the Owner Trustee, the Trust Company, or the Owner Participant pursuant to the Participation Agreement or the Trust Agreement;

(d) All right, title and interest of the Owner Participant, the Owner Trustee, or the Trust Company in or relating to any Unit and any other property (tangible or intangible), rights, titles, or interests to the extent any of the foregoing has been released from the Lien of the Indenture pursuant to the terms thereof;

(e) upon termination of the Indenture or upon release of the Lien of the Indenture pursuant to the terms thereof with respect to any Unit, all

remaining amounts which shall have been paid and any amounts which are or shall become payable by the Lessee in respect thereof;

(f) any amount payable to the Owner Participant by any transferee as the purchase price of the Owner Participant's interest in the Trust Estate in compliance with the terms of the Participation Agreement and the Trust Agreement;

(g) all rights of the Owner Trustee or the Owner Participant under the Lease to demand, collect, sue for or otherwise receive and enforce payment of the foregoing amounts and to seek legal or equitable remedies in respect thereof, including requiring the Lessee to maintain the insurance coverage referred to in paragraph (b) above, provided that the rights referred to in this paragraph (g) shall not be deemed to include the exercise of any remedies other than as provided for in Section 15.2(a) of the Lease; and

(h) the respective rights of the Owner Trustee, the Trust Company, or the Owner Participant to the proceeds of the foregoing.

*"Excess Amount"* shall have the meaning specified in Section 11.8 of the Participation Agreement.

*"Expenses"* shall have the meaning specified in Section 6.3 of the Participation Agreement.

*"Factual Event"* shall have the meaning specified in Section 2 of the Participation Agreement

*"Fair Market Rental Value"* or *"Fair Market Sales Value"* of the Equipment or any Unit thereof shall mean the value which would be determined for such Unit or Units in an arm's-length transaction between an informed and willing lessee-user or buyer-user (other than a lessee currently in possession or a used equipment dealer) under no compulsion to lease or buy, as the case may be, and an informed and willing lessor or seller, as the case may be, under no compulsion to lease or sell, as the same shall be specified by agreement between the Lessor and the Lessee or, if not agreed to by the Lessor and the Lessee within a period of 30 days after either party requests a determination, then as specified in an appraisal prepared by an appraiser mutually acceptable to the Lessor and the Lessee, which determination shall be made (i) without deduction for any costs of removal of such Unit from the location of current use and (ii) on the assumption that such Unit is free and clear of all liens other than Lessor's Liens and is in the condition and repair in which it is required to be returned pursuant to Section 14 of the Lease; provided, however, that the

determination of Fair Market Rental Value or Fair Market Sales Value for the purposes of Section 15.4 of the Lease shall be based on the actual condition of such Unit or Severable Modification (as the case may be) at the time of such determination and shall take into account all liens (other than Lessor's Liens) on such Unit or Severable Modification (as the case may be) and any legal impediments to the prompt leasing of such Unit or Severable Modification (as the case may be) by a Person other than the Lessee, notwithstanding the provisions of clause (ii) of this sentence, and provided further, that for purposes of Section 20.5 of the Lease, "Fair Market Sales Value" shall be estimated as of the last day of the then applicable Renewal Term. The Lessee (or the Lessor in the case of a purchase of a Severable Modification) shall bear all costs and expenses of such appraisal. In the event that the parties fail to appoint such a mutually acceptable appraiser within 15 days, then such value shall be as specified in an appraisal prepared and mutually agreed to by three recognized independent appraisers, one of which shall be appointed by the Lessor within 15 days, one of which shall be appointed by the Lessee within 15 days, and the other of which shall be appointed by mutual consent of the two previously appointed appraisers within 30 days. If either party should fail to appoint an appraiser within 15 days of receiving notice of the appointment of an appraiser by the other party, then such appraisal shall be made by the appraiser appointed by the party providing such notice. If the two previously appointed appraisers cannot agree upon a mutually acceptable third appraiser within 30 days after the appointment of the second appraiser, then either party may apply to the American Arbitration Association to make such appointment. The appraisal shall be completed within 30 days of the appointment of the last appraiser appointed. If the parties shall have appointed a single appraiser, the determination of values by such appraiser shall be final. If three appraisers shall be appointed, the values determined by the three appraisers shall be averaged, the determination which differs most from such average shall be excluded, the remaining two determinations shall be averaged and such average shall be the final determination. If three appraisers shall be appointed, each party shall bear the costs and expenses of the appraiser selected by it and the Lessor and the Lessee shall bear the costs and expenses of the third appraiser equally.

*"Final Basic Rent Payment Date"* shall mean, for each Unit, the last Rent Payment Date in respect of the Basic Term applicable to such Unit. The Final Basic Rent Payment Date for Group A Equipment shall be May 1, 2013 and the Final Basic Rent Payment Date for Group B Equipment shall be May 1, 2008.

*"Five-Day Cure Period"* shall have the meaning specified in Section 5.03(a) of the Indenture.

*"Foreign Use Limitations"* shall have the meaning specified in Section 7.3 of the Lease.

"GAAP" shall mean generally accepted accounting principles and practices consistently applied in the United States of America as in effect from time to time.

"Group A Equipment" and "Group B Equipment" shall mean those Units of Equipment included in such group in Schedule 1 to the Participation Agreement (with Group A Equipment to include only new Equipment and with Group B Equipment to include only rebuilt Equipment) and "Group of Equipment" shall mean any such group.

"Guidelines" shall mean the guidelines set forth in Revenue Procedure 75-21, 1975-1 C.B. 715, as further set forth in Revenue Procedure 75-28, 1975-1 C.B. 752, and as modified in Revenue Procedure 76-30, 1976-2 C.B. 647 and Revenue Procedure 79-48, 1979-2 C.B. 529 that are applied by the Internal Revenue Service in determining, for advance ruling purposes, whether leveraged lease transactions (other than transactions which are treated as leases pursuant to Section 168(f)(8) of the Code) are leases for Federal income tax purposes.

"ICC" shall mean the Interstate Commerce Commission or any successor thereto.

"Inclusions" shall have the meaning specified in Section 3.1 of the Tax Indemnity Agreement.

"Income Taxes" shall have the meaning specified in Section 8.1 of the Participation Agreement.

"Indemnified Person" shall mean each of the Participants, the Owner Trustee, the Trust Estate and the Indenture Trustee, and the successors, permitted assigns, agents, servants, officers and employees of each of the foregoing.

"Indemnitee" shall have the meaning specified in Section 8.1 of the Participation Agreement, unless otherwise defined in any Operative Agreement.

"Indemnitor" shall have the meaning specified in Section 8 of the Participation Agreement, unless otherwise defined in any Operative Agreement.

"Indemnity Payment" shall mean any payment made by the Lessee to an Indemnified Party pursuant to Section 8 of the Participation Agreement or pursuant to the Tax Indemnity Agreement.

"Indenture" shall mean the Trust Indenture and Security Agreement dated as of December 28, 1992 between the Owner Trustee, in the capacities described therein, and

the Indenture Trustee, in the capacities described therein, as amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof.

*"Indenture Default"* shall mean any event which would constitute an Indenture Event of Default if any requirement in connection therewith for the giving of notice, or the lapse of time, or both, had been satisfied.

*"Indenture Event of Default"* shall mean an Owner Default or a Lease Event of Default, other than a Lease Event of Default in respect of the Tax Indemnity Agreement or the Side Letter.

*"Indenture Supplement"* shall mean the Indenture Supplement dated a Closing Date, substantially in the form of Exhibit A to the Indenture, between the Owner Trustee, in the capacities described therein, and the Indenture Trustee in the capacities described therein, covering the Units delivered on such Closing Date.

*"Indenture Trustee"* shall mean The First National Bank of Boston, a national banking association, not in its individual capacity, except as and to the extent expressly so stated in the Indenture, but solely as indenture trustee, and its successors such as indenture trustee under the Indenture.

*"Interchange Rules"* shall have the meaning specified in Section 6.7 of the Lease.

*"Interest"* shall mean the Beneficial Interest or a Loan Certificate, individually, and *"Interests"* shall mean the Beneficial Interest and the Loan Certificates, collectively.

*"Interim Interest Payment"* shall mean the interest due and payable on the Loan Certificates on the Interim Interest Payment Date.

*"Interim Interest Payment Date"* shall mean May 1, 1993.

*"Interim Term"* shall have the meaning specified in Section 3 of the Lease.

*"Invested Notional Funds"* shall have the meaning specified in Section 2.6(a) of the Participation Agreement.

*"ITC Optimization Event"* shall have the meaning specified in Section 2.11(b) of the Participation Agreement.

*"Late Rate"* shall mean interest at the annual rate equal to the applicable Coupon Rate for the series of Loan Certificates concerned plus 2%.

*"Lease"* or *"Lease Agreement"* or *"Equipment Lease"* shall mean the Equipment Lease Agreement dated as of December 28, 1992 between the Owner Trustee, in the capacities described therein, as Lessor, and the Lessee as amended, supplemented or otherwise modified from time to time.

*"Lease Default"* shall mean a Lease Event of Default or an event which with notice or lapse of time or both would become a Lease Event of Default.

*"Lease Event of Default"* shall have the meaning specified in Section 15 of the Lease; provided, however, that for purposes of the Indenture, *"Lease Event of Default"* shall exclude any Lease Event of Default in respect of the Tax Indemnity Agreement or the Side Letter.

*"Lease Supplement"* shall mean a Lease Supplement dated a Closing Date, substantially in the form of Exhibit A to the Lease, between the Lessor and the Lessee, covering the Units delivered on such Closing Date.

*"Lease Term"* shall mean, with respect to any Unit, the Interim Term applicable to such Unit, the Basic Term applicable to such Unit and any Renewal Term applicable to such Unit then in effect.

*"Lender's Liens"* shall have the meaning specified in Section 6.3 of the Participation Agreement.

*"Lessee"* shall mean Wisconsin Central Ltd., an Illinois corporation, and any corporation which succeeds thereto by merger or consolidation or which acquires all or substantially all of the assets thereof.

*"Lessee Agreements"* shall mean the Operative Agreements to which the Lessee is a party.

*"Lessor"* shall have the meaning specified in the recitals to the Lease.

*"Lessor's Liens"* means any Lien affecting, on or in respect of the Equipment, the Lease or the Trust Estate arising as a result of (i) claims against or affecting Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant, not related to the transactions contemplated by the Lease or the Participation Agreement, (ii) acts or omissions of the Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant, not related to the transactions contemplated by the Lease or the Participation Agreement or not permitted under the Lease or under the Participation Agreement or in

breach of any covenant or agreement of such Person set forth in any of the Operative Agreements, or (iii) Taxes imposed against the Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant or the Trust Estate which are not indemnified against by the Lessee pursuant to the Participation Agreement or under the Tax Indemnity Agreement.

*"Leverage"* shall mean that percentage of Equipment Cost advanced by the Owner Participant pursuant to Section 2 of the Participation Agreement.

*"Lien"* shall mean any mortgage, pledge, security interest, lien, encumbrance, disposition of title or other charge of any kind on property.

*"Liquidated Funds"* shall have the meaning specified in Section 2.6(a) of the Participation Agreement.

*"Loan Certificates"* shall have the meaning specified in Section 2.2(a) of the Participation Agreement and Section 2.02(a) of the Indenture.

*"Loan Participant"* shall mean each of the Persons identified as Loan Participants in the Participation Agreement, and their successors and assigns and any other Person to which any of them shall have transferred all or any portion of a Loan Certificate in compliance with the Operative Agreements.

*"Majority of Certificate Holders"* shall mean, as of any date of determination, Certificate Holders of more than 50% in aggregate principal amount of the Loan Certificates then outstanding, not including any Loan Certificates owned by the Owner Trustee, the Owner Participant, the Lessee or any Affiliate of any thereof, unless all the Loan Certificates at the time outstanding shall be owned by the Owner Trustee, the Owner Participant, the Lessee, or one or more of their respective Affiliates.

*"Make-Whole Amount"* shall mean, in connection with any prepayment of the Loan Certificates of any series, the excess, if any, of (i) the aggregate present value as of the date of such prepayment of each dollar of principal being prepaid on the Loan Certificates of such series and the amount of interest that would have been payable in respect of such dollar if such prepayment had not been made, determined by discounting such amounts at the Reinvestment Rate for such series from the respective dates on which they would have been payable, over (ii) the sum of 100% of the principal amount of the outstanding Loan Certificates of such series being prepaid plus accrued but unpaid interest thereon. If the Reinvestment Rate for such series is equal to or higher than the Coupon Rate for such series, the Make-Whole Amount shall be zero.

"*Material Adverse Effect*" shall mean, with respect to Lessee or Seller Affiliate, a material adverse effect on (i) the business, assets, operations or conditions (financial or otherwise) of Lessee or Seller Affiliate, as the case may be, (ii) the ability of Lessee or Seller Affiliate, as the case may be, to enter into and perform its obligations under any of the Operative Agreements for which it is a party able to participate in the Overall Transactions, (iii) the grant of the Lien created or to be created pursuant to the Indenture and the validity, priority, performance or enforceability of such Liens, (iv) the value of the Collateral, and (v) the exercise by Indenture Trustee of its rights and remedies under the Operative Agreements.

"*Modifications*" shall have the meaning specified in Section 7 of the Lease.

"*Non-Severable Modification*" shall any Modification that is not readily removable without causing material damage to the Equipment or any Unit.

"*Non-Utilization Fee*" shall mean for each Loan Participation stated in dollars calculated in accordance with the following formula:

$$(ANC - FA) \times [(BP_1 - BP_2)/BP_2] *$$

\* , provided that  $BP_1$  less  $BP_2$  shall be a non-negative number

where "ANC" shall equal such Loan Participants' Aggregate Notional Commitment,

where "FA" shall equal the aggregate principal amount of all Loan Certificates purchased by such Loan Participant on or prior to the Commitment Termination Date; and

where "BP<sub>1</sub>" shall equal the average of the bid and asked prices (stated in dollars) for coupon-bearing United States Treasury Bonds maturing August 2002 (having a coupon rate of 6.375%) (the "Bond Price") as published in The Wall Street Journal on the Commitment Termination Date, or if no such rate is published on the latest date preceding such Commitment Termination Date for which such rate is published; and

where "BP<sub>2</sub>" shall equal the Bond Price as published in The Wall Street Journal on December 3, 1992.

"*Notional Closing Date*" shall mean each of the dates set forth on Schedule 5 to the Participation Agreement.

"*Notional Amount*" for each Loan Participant shall mean the amount set forth under the column "Notional Amount" on Schedule 5 to the Participation Agreement minus the principal amount of Loan Certificates purchased by such Loan Participant on or before the date such Notional Amount is to be calculated.

"*Notional Earnings*" shall have the meaning specified in Section 2.6(a) of the Participation Agreement.

"*Notional Receipt Date*" shall have the meaning specified in Section 2.6(a) of the Participation Agreement.

"*Officer's Certificate*" shall mean a certificate signed (i) in the case of a corporation by the President, any Vice President, the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of such corporation, (ii) in the case of a partnership by the Chairman of the Board, the President or any Vice President, the Treasurer or an Assistant Treasurer of a corporate general partner, and (iii) in the case of a commercial bank or trust company, the Chairman or Vice Chairman of the Executive Committee or the Treasurer, any Trust Officer, any Vice President, any Executive or Senior or Second or Assistant Vice President, or any other officer or assistant officer customarily performing the functions similar to those performed by the persons who at the time shall be such officers, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with the particular subject.

"*Operative Agreements*" shall mean the Participation Agreement, each Bill of Sale, the Trust Agreement, each Assignment of Warranties, each Purchase Agreement Assignment, the Lease, each Lease Supplement, the Loan Certificates outstanding at the time of reference, the Indenture, each Indenture Supplement, the Tax Indemnity Agreement and, without duplication, the Assigned Agreements.

"*Optimization Event*" shall have the meaning specified in Section 2.11 of the Participation Agreement.

"*Other Adjustment Event*" shall have the meaning specified at Section 2.11 of the Participation Agreement.

"*Other Trustee*" shall have the meaning specified in Section 8.04(a) of the Indenture.

"*Owner Default*" shall have the meaning specified in Section 5.01(a) of the Indenture.

*"Overall Transaction"* shall mean all of the transactions and activities referred to in or contemplated by the Operative Agreements.

*"Owner Participant"* shall mean MetLife Capital Corporation, a Delaware corporation and its successors and permitted assigns.

*"Owner Participant Agreements"* shall mean the Operative Agreements to which such Owner Participant is a party.

*"Owner Trustee"* shall mean Delaware Trust Capital Management, Inc., a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee under the Trust Agreement, and its successors in interest as Owner Trustee thereunder.

*"Owner Trustee Agreements"* shall mean the Operative Agreements to which Trust Company or Owner Trustee is a party.

*"Participants"* shall mean the Loan Participants and the Owner Participant.

*"Participation Agreement"* shall mean the Participation Agreement dated as of December 28, 1992, among the Lessee, the Seller Affiliate, the Participants, the Owner Trustee and the Indenture Trustee, as amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof.

*"Parts"* means all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature which may from time to time be incorporated or installed in or attached to the Equipment, provided that such appliances, parts, instruments, appurtenances, accessories and furnishings shall remain a "Part" until a replacement therefor has been installed in or attached to the Equipment.

*"Payment Default"* shall have the meaning specified in Section 8.05 of the Tax Indemnity Agreement.

*"Percentage of Equipment Cost"* shall mean, for the Owner Participant or any Loan Participant, the percentage set forth under the column "Commitment as a Percentage of Equipment Cost" on Schedule 2 or Schedule 4, respectively, to the Participation Agreement as each such schedule may be amended pursuant to Section 2.11 of the Participation Agreement.

*"Permitted Investments"* shall mean (i) direct obligations of the United States of America and agencies thereof for which the full faith and credit of the United States is pledged, (ii) obligations fully guaranteed by the United States of America, (iii) certificates

of deposit issued by, or bankers' acceptances of, or time deposits with, any bank, trust company or national banking association incorporated or doing business under the laws of the United States of America or one of the States thereof having combined capital and surplus and retained earnings of at least \$500,000,000 (including the Indenture Trustee and the Owner Trustee if such conditions are met), (iv) commercial paper of companies, banks, trust companies or national banking associations incorporated or doing business under the laws of the United States of America or one of the States thereof and in each case having a rating assigned to such commercial paper by Standard & Poor's Corporation or Moody's Investor's Service, Inc. (or, if neither such organization shall rate such commercial paper at any time, by any nationally recognized rating organization in the United States of America) equal to the highest rating assigned by such organization, and (v) repurchase agreements with any financial institution having a combined capital and surplus of at least \$750,000,000 fully collateralized by obligations of the type described in clauses (i) through (iv) above; provided that if all of the above investments are unavailable, the entire amount to be invested may be used to purchase Federal Funds from an entity described in (iii) above; and provided further that no investment shall be eligible as a "Permitted Investment" unless the final maturity or date of return of such investment is 180 days or less from the date of purchase thereof.

*"Permitted Liens"* with respect to the Equipment and each Unit thereof, shall mean: (i) the interests of the Lessee and the Owner Trustee under the Lease and the Lease Supplements; (ii) the interest of the Lessee and any sublessee as provided in any sublease permitted pursuant to Section 19.2 of the Lease; (iii) any Liens thereon for Taxes not due and payable or the amount or validity of which is being contested so long as there exists no non-de-minimis risk of sale, forfeiture, loss, or loss of use of any Unit; (iv) any Liens of mechanics, suppliers, materialmen, laborers, employees, repairmen and other like Liens arising in the ordinary course of business securing obligations which are not due and payable or the amount or validity of which is being contested so long as there exists no non-de-minimis risk of sale, forfeiture, loss, or loss of use of any Unit; (v) the Lien granted to the Indenture Trustee under and pursuant to the Indenture, and the respective rights of the Loan Participants, the Indenture Trustee, the Owner Participant and the Owner Trustee under the Operative Agreements and (vi) any collateral assignment of leasehold interest by Lessee or any sublessee as security for its secured indebtedness; provided (i) such assignment does not, in the reasonable determination of the Owner Participant and the Indenture Trustee, result in any Material Adverse Effect or otherwise impair or limit the ability of the Lessor to exercise any remedies available under the Lease and (ii) no remedies are being exercised in respect of such collateral assignment.

*"Person"* shall mean an individual, partnership, corporation, trust, association or unincorporated organization, and a government or agency or political subdivision thereof.

"*Pre-funding Date*" shall have the meaning set forth in Section 2.3(a)(i) of the Participation Agreement.

"*Prepayment Date*" shall have the meaning specified in Section 3.02(b)(3) of the Indenture.

"*Prepayment Notice*" shall have the meaning specified in Section 3.02(b)(3) of the Indenture.

"*Prime Rate*" shall mean the rate announced from time to time by Citibank, N.A., as its reference commercial lending rate.

"*Purchase Agreement Assignment*" shall mean a Purchase Agreement Assignment substantially in the form of Exhibit F to the Participation Agreement and dated a Closing Date, delivered by a Lessee to Owner Trustee in respect of Equipment purchased by Owner Trustee from the Vendor referred to in such Purchase Agreement Assignment on such Closing Date.

"*Purchase Date*" shall have the meaning specified in Section 5.03(b) of the Indenture.

"*Purchase Notice*" shall have the meaning specified in Section 5.03(b) of the Indenture.

"*Reinvestment Rate*" shall mean, with respect to each series of Loan Certificates, the .50% plus the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release under the caption "Treasury Constant Maturities" for the maturity (rounded to the nearest month) corresponding to the Weighted Average Life to Maturity of the series of Loan Certificates being prepaid (taking into account the application of such prepayment required by Section 6 of the Indenture). If no maturity exactly corresponds to such Weighted Average Life to Maturity for the Loan Certificates of such series, yields for the two published maturities most closely corresponding to such Weighted Average Life to Maturity for the Loan Certificates of such series shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate for the Loan Certificates of such series shall be interpolated or extrapolated for such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate for any series of Loan Certificates, the most recent Statistical Release published prior to the date of payment hereunder shall be used.

*"Renewal Term"* shall mean, with respect to any Unit, any term in respect of which the Lessee shall have exercised its option to renew the Lease for such Unit pursuant to Section 20.2 thereof.

*"Renewal Term Commencement Date"* shall mean the first day following the end of the Basic Term or the immediately preceding Renewal Term if a renewal has been effected.

*"Rent"* shall mean all Basic Rent and Supplemental Rent.

*"Rent Payment Date"* shall mean May 1 and November 1 of each year to and including the Final Basic Rent Payment Date, provided that if any such date shall not be a Business day, then "Rent Payment Date" or "Payment Date" shall mean the next succeeding Business Day.

*"Replacement Unit"* shall have the meaning specified in Section 11.7 of the Lease.

*"Required Modification"* shall have the meaning specified in Section 6 of the Lease.

*"Responsible Officer"* shall mean, with respect to the subject matter of any covenant, agreement or obligation of any party contained in any Operative Agreement, the President, or any Vice President, Assistant Vice President, Treasurer, Assistant Treasurer or other officer or managerial employee, who in the normal performance of his operational responsibility would have knowledge of such matters and the requirements with respect thereto.

*"Secured Indebtedness"* shall mean and include all loans, advances, debts, covenants, agreements, liabilities and other obligations owed by the Owner Trustee to the Indenture Trustee, the Loan Participants and the Certificate Holders pursuant to the Indenture, the Loan Certificates or the Participation Agreement and all amendments, extensions or renewals thereof, now existing or hereafter arising (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether or not jointly owed with others, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred, including, without limitation, (i) payment to the Indenture Trustee, the Loan Participants and the Certificate Holders of all principal of, premium, if any, and interest on the Loan Certificates and any modifications, extensions or renewals of such Loan Certificates (including, without limitation, (x) modifications of the required principal, interest and payment dates, deferring or accelerating such payment dates in part and/or (y) modifications, extensions and renewals at a different rate of interest, whether or not any such modification, extension or

renewal is evidenced by a new or additional promissory note or notes) and (ii) all interest, fees, charges or expenses (including attorney's and accountant's fees) chargeable to or payable by the Owner Trustee pursuant to the terms of the Indenture, the Loan Certificate or the Participation Agreement.

"*Security*" shall have the same meaning as in Section 2(1) of the Securities Act of 1933, as amended.

"*Seller*" shall mean each of the Seller Affiliate and each Vendor.

"*Seller Affiliate*" shall mean WCI Railcars, Inc.

"*Series*" shall mean either the Series A Loan Certificates or the Series B Loan Certificates.

"*Series A Loan Certificate*" shall mean any Loan Certificate issued in connection with the financing of a portion of the Equipment Cost of any Group A Equipment and shall include any Loan Certificate issued in exchange thereof or replacement therefor pursuant to Section 2.06 or 2.07 of the Indenture.

"*Series B Loan Certificate*" shall mean any Loan Certificate issued in connection with the financing of a portion of the Equipment Cost of any Group B Equipment and shall include any Loan Certificate issued in exchange thereof or replacement therefor pursuant to Section 2.06 or 2.07 of the Indenture.

"*Severable Modification*" shall mean any Modification that is readily removable without causing material damage to the Equipment or any Unit.

"*Shortfall Interest*" shall mean as of any Closing Date or the Commitment Termination Date, as appropriate, a dollar amount calculated in accordance with the following formula:

$$[(LF) \times (8.49\%)] \times [N/360] - (NE) - (I)$$

where "LF" shall equal the Liquidated Funds stated in dollars as of such date;

where "N" shall equal the number of days from the Notional Receipt Date to the date Liquidated Funds are liquidated pursuant to Section 2.6(a) of the Participation Agreement or to the Commitment Termination Date, as appropriate;

where "NE" shall equal the Notional Earnings as of such date; and

where "I" shall equal the amount of interest actually paid by the Lessee pursuant to Section 2.3(c) of the Participation Agreement in respect of any portion of the period described under "N" above.

*"Side Letter"* shall mean that certain letter agreement, dated as of December 28, 1992, between Owner Participant and Lessee.

*"Specifications"* shall mean the statement of specifications for new and remanufactured railcars and locomotives of the applicable manufacturer or remanufacturer of each Unit of Equipment, which specifications have been delivered by Lessee to the Owner Participant and Norman W. Seips and Associates, Inc. and are attached as an Exhibit to the Appraisal.

*"Statistical Release"* shall mean the statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively traded U.S. Government Securities adjusted to constant maturities or, if such statistical release is not published at the time of any determination hereunder, then such other reasonably comparable index which shall be designated by a Majority of Certificate Holders.

*"Stipulated Loss Payment Date"* shall mean the first day of any calendar month.

*"Stipulated Loss Value"* shall mean, with respect to any Unit, during the Interim Term and the Basic Term the amount determined in accordance with Section 11 of the Lease and Schedule 7 to the Participation Agreement, and during any Renewal Term, the amount determined in accordance with Section 20.5 of the Lease.

*"Subsidiary"* of any Person shall mean any corporation, association, or other business entity of which more than 50% (by number of votes) of the voting stock at the time outstanding shall at the time be owned, directly or indirectly, by such Person or by any other corporation, association or trust which is itself a Subsidiary within the meaning of this definition, or collectively by such Person and any one or more such Subsidiaries.

*"Supplemental Rent"* shall mean all amounts, liabilities and obligations (other than Basic Rent) which the Lessee is obligated to pay under the Operative Agreements to or on behalf of any of the other parties thereto, including, but not limited to, Termination Value and Stipulated Loss Value payments, and amounts, if any, payable by the Lessee, under Section 2.6 of the Participation Agreement (to the extent such payment does not give rise to a rental adjustment under Section 2.7 of the Participation Agreement) by the Lessee and any premium on Make-Whole Amount which may become due and payable on the Loan Certificates.

*"Tax Indemnity Agreement"* shall mean the Tax Indemnity Agreement dated as of December 28, 1992 between the Lessee and the Owner Participants, as amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof.

*"Taxes"* shall mean any and all fees (including, without limitation, license, documentation and registration fees), taxes (including without limitation income, gross receipts, sales, rental, use, turnover, value added, property (tangible and intangible), excise and stamp taxes), licenses, levies, imposts, duties, recording charges or fees, charges, assessments or withholdings of any nature whatsoever, together with any and all assessments, penalties, fines, additions to tax and interest thereon.

*"Thirty-Day Cure Period"* shall have the meaning specified in Section 5.03(a) of the Indenture.

*"Terminated Units"* shall have the meaning specified in Section 12.1 of the Lease.

*"Termination Date"* shall have the meaning specified in Section 12.1 of the Lease.

*"Termination Value"* shall mean, with respect to each Unit, an amount determined in accordance with Section 12 of the Lease and Schedule 8 of the Participation Agreement.

*"Total Equipment Cost"* for one or more Units shall mean the sum of the Equipment Cost for such Units.

*"Transaction Costs"* shall have the meaning specified in Section 2.10(a) of the Participation Agreement.

*"Transferee"* shall have the meaning specified in Section 6.1(a) of the Participation Agreement.

*"Treasury Obligations"* shall have the meaning specified in Section 2.3 of the Participation Agreement.

*"Trust"* shall have the meaning specified in each Trust Agreement.

*"Trust Agreement"* shall mean that certain Trust Agreement dated as of December 28, 1992 between the Owner Participant and the Owner Trustees, as amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof.

*"Trust Company"* shall mean Delaware Trust Capital Management, Inc., a Delaware banking corporation (or any successor as trustee under the Trust Agreements) in its individual capacity.

*"Trust Documents"* shall have the meaning specified in Section 2.01 of the Trust Agreement.

*"Trust Estate"* shall mean all the estate, right, title and interest of the Owner Trustee in, to and under the Equipment and the Operative Agreements including, without limitation, all funds advanced to the Owner Trustee by the Owner Participant, all proceeds from the sale of the Loan Certificates, all installments and other payments of Basic Rent, Supplemental Rent, insurance proceeds, Stipulated Loss Values, condemnation awards,

Termination Values, purchase price, sale proceeds, and all other proceeds of any kind for or with respect to the Equipment and the Operative Agreements but excluding Excepted Rights in Collateral and payments related thereto.

*"Trustee"* shall mean each of the Owner Trustee as trustee under the Trust Agreement or the Indenture Trustee and *"Trustees"* shall mean the Owner Trustee and the Indenture Trustee, collectively.

*"Unit"* shall mean an individual item of rolling stock constituting Equipment.

*"Vendor"* shall mean (i) ACF Industries, with respect to the 100-ton hopper cars and (ii) Gunderson, Inc., or any affiliate which acts as a Seller, with respect to the 100-ton plate "C" box cars.

*"Weighted Average Life to Maturity"* of the principal amount of any series of Loan Certificates being prepaid shall mean, as of the time of any determination thereof, the number of years obtained by dividing the then Remaining Dollar-Years of the principal amount of such series of Loan Certificates being prepaid by the aggregate amount of such principal. The term "Remaining Dollar-Years" of such principal shall mean the amount obtained by (i) multiplying (1) the remainder of (A) the amount of principal of such series of Loan Certificates that would have become due on each scheduled payment date if such prepayment had not been made, less (B) the amount of principal on the Loan Certificates of such series scheduled to become due on such date after giving effect to such prepayment and the application thereof, by (2) the number of years (calculated to the nearest one-twelfth) which will elapse between the date of determination and such scheduled payment date, and (ii) totaling the products obtained in (i).

**SCHEDULE B-1 TO  
INDENTURE**

**WISCONSIN CENTRAL LIMITED**

**SERIES A LOAN CERTIFICATES REPAYMENT SCHEDULE  
(as a percentage of total loan amount)**

<u>Date</u>	<u>Takedown</u>	<u>Principal Repayment</u>	<u>Interest</u>	<u>Debt Service</u>	<u>Balance</u>
01-May-93	0.00000%	0.00000%	1.45179%	1.45179%	100.00000%
01-Nov-93	0.00000%	0.00000%	4.24500%	4.24500%	100.00000%
01-May-94	0.00000%	1.14023%	4.24500%	5.38523%	98.85977%
01-Nov-94	0.00000%	0.00000%	4.18660%	4.18660%	98.85977%
01-May-95	0.00000%	2.15976%	4.18660%	6.35836%	98.70001%
01-Nov-95	0.00000%	0.00000%	4.10492%	4.10492%	96.70001%
01-May-96	0.00000%	2.34313%	4.10492%	6.44804%	94.35688%
01-Nov-96	0.00000%	0.00000%	4.00545%	4.00545%	94.35688%
01-May-97	0.00000%	2.54208%	4.00545%	6.54751%	91.81482%
01-Nov-97	0.00000%	0.00000%	3.89754%	3.89754%	91.81482%
01-May-98	0.00000%	2.75788%	3.89754%	6.65542%	89.05694%
01-Nov-98	0.00000%	0.00000%	3.78047%	3.78047%	89.05694%
01-May-99	0.00000%	2.89202%	3.78047%	6.77249%	86.08491%
01-Nov-99	0.00000%	0.00000%	3.65348%	3.65348%	86.08491%
01-May-00	0.00000%	3.24805%	3.65348%	6.89950%	82.81887%
01-Nov-00	0.00000%	0.00000%	3.51568%	3.51568%	82.81887%
01-May-01	0.00000%	3.52164%	3.51566%	7.03730%	79.29723%
01-Nov-01	0.00000%	0.00000%	3.38817%	3.38817%	79.29723%
01-May-02	0.00000%	3.00331%	3.38817%	6.36847%	76.29392%
01-Nov-02	0.00000%	0.00000%	3.23888%	3.23888%	76.29392%
01-May-03	0.00000%	4.53899%	3.23888%	7.77567%	71.75693%
01-Nov-03	0.00000%	0.00000%	3.04808%	3.04808%	71.75693%
01-May-04	0.00000%	4.50094%	3.04808%	7.54702%	67.25589%
01-Nov-04	0.00000%	0.00000%	2.85502%	2.85502%	67.25599%
01-May-05	0.00000%	4.74802%	2.85502%	7.60304%	62.50797%
01-Nov-05	0.00000%	0.00000%	2.65348%	2.65348%	62.50797%
01-May-06	0.00000%	5.01178%	2.65348%	7.66525%	57.49619%
01-Nov-06	0.00000%	0.00000%	2.44071%	2.44071%	57.49619%
01-May-07	0.00000%	5.29023%	2.44071%	7.73084%	52.20598%
01-Nov-07	0.00000%	0.00000%	2.21814%	2.21814%	52.20596%
01-May-08	0.00000%	6.37119%	2.21814%	8.58733%	45.83477%
01-Nov-08	0.00000%	0.00000%	1.94569%	1.94569%	45.83477%
01-May-09	0.00000%	9.00889%	1.94569%	10.95237%	36.82808%
01-Nov-09	0.00000%	0.00000%	1.56335%	1.56335%	36.82808%
01-May-10	0.00000%	9.77138%	1.56335%	11.33471%	27.05873%
01-Nov-10	0.00000%	0.00000%	1.14856%	1.14856%	27.05873%
01-May-11	0.00000%	10.80094%	1.14856%	11.74950%	16.45578%
01-Nov-11	0.00000%	0.00000%	0.89855%	0.89855%	16.45578%
01-May-12	0.00000%	11.50096%	0.89855%	12.19951%	4.95482%
01-Nov-12	0.00000%	0.00000%	0.21033%	0.21033%	4.95482%
01-May-13	<u>0.00000%</u>	<u>4.95482%</u>	0.21033%	5.16515%	0.00000%
	100.00000%	100.00000%			

**SCHEDULE B-2 TO  
INDENTURE**

**WISCONSIN CENTRAL LIMITED**

**SERIES B LOAN CERTIFICATES REPAYMENT SCHEDULE**  
(as a percentage of total loan amount)

<u>Date</u>	<u>Takedown</u>	<u>Principal Repayment</u>	<u>Interest</u>	<u>Debt Service</u>	<u>Balance</u>
1-Nov-93	0.00000%	0.00000%	4.24500%	4.24500%	100.00000%
1-May-94	0.00000%	0.00000%	4.24500%	4.24500%	100.00000%
1-Nov-94	0.00000%	0.00000%	4.24500%	4.24500%	100.00000%
1-May-95	0.00000%	3.83754%	4.24500%	8.08254%	96.16246%
1-Nov-95	0.00000%	0.00000%	4.08210%	4.08210%	96.16246%
1-May-96	0.00000%	4.26924%	4.08210%	8.35134%	91.89322%
1-Nov-96	0.00000%	0.00000%	3.90087%	3.90087%	91.89322%
1-May-97	0.00000%	4.63170%	3.90087%	8.53257%	87.26152%
1-Nov-97	0.00000%	0.00000%	3.70425%	3.70425%	87.26152%
1-May-98	0.00000%	5.02483%	3.70425%	8.72918%	82.23659%
1-Nov-98	0.00000%	0.00000%	3.49094%	3.49094%	82.23659%
1-May-99	0.00000%	5.45155%	3.49094%	8.94249%	76.78504%
1-Nov-99	0.00000%	0.00000%	3.25953%	3.25953%	76.78504%
1-May-00	0.00000%	6.67737%	3.25953%	11.93689%	68.10767%
1-Nov-00	0.00000%	0.00000%	2.89117%	2.89117%	68.10767%
1-May-01	0.00000%	7.27996%	2.89117%	10.17113%	60.82771%
1-Nov-01	0.00000%	0.00000%	2.58214%	2.58214%	60.82771%
1-May-02	0.00000%	6.63841%	2.58214%	9.22055%	54.18931%
1-Nov-02	0.00000%	0.00000%	2.30034%	2.30034%	54.18931%
1-May-03	0.00000%	6.99681%	2.30034%	9.29685%	47.19269%
1-Nov-03	0.00000%	0.00000%	2.00333%	2.00333%	47.19269%
1-May-04	0.00000%	8.25232%	2.00333%	10.25564%	38.94038%
1-Nov-04	0.00000%	0.00000%	1.65302%	1.65302%	38.94038%
1-May-05	0.00000%	10.14732%	1.65302%	11.80033%	28.79308%
1-Nov-05	0.00000%	0.00000%	1.22227%	1.22227%	28.79308%
1-May-06	0.00000%	12.75189%	1.22227%	13.97415%	16.04117%
1-Nov-06	0.00000%	0.00000%	0.88095%	0.88095%	16.04117%
1-May-07	0.00000%	13.83452%	0.88095%	14.51547%	2.20665%
1-Nov-07	0.00000%	0.00000%	0.09367%	0.09367%	2.20665%
1-May-08	<u>0.00000%</u>	<u>2.20665%</u>	0.09367%	2.30032%	0.00000%
	100.00000%	100.00000%			

**SCHEDULE C  
TO INDENTURE****INFORMATION FOR PAYMENTS****LESSEE**

Wisconsin Central Ltd.  
One O'Hare Centre, Suite 900  
Rosemont, Illinois 60618  
Attention: Executive Vice President and  
Chief Financial Officer  
Fax No.: (708) 318-4328  
Confirmation No.: (708) 318-4604

**Payments**

The First National Bank of Chicago  
ABA Routing No.: 071-000-013

For credit to:

Wisconsin Central Ltd.  
Account No.: 5514649

(with sufficient information to determine the source and  
application of funds)

**Notices**

All notices and communications, including notices with  
respect to payments, to be addressed as first provided  
above.

**OWNER TRUSTEE**

Delaware Trust Capital Management, Inc.  
900 Market Street, HO2M12  
Wilmington, Delaware 19801  
Attention: Corporate Trust Department  
Fax No.: (302) 421-7387  
Confirmation No.: (302) 421-7748

**Payments**

Meridian Bank, Phila.  
Philadelphia, PA  
Attention: Richard N. Smith/Wisconsin Central  
ABA Routing No.: 031-000-095

For credit to:

Delaware Trust, for further credit to:  
Delaware Trust Capital Management, Inc.  
Account No.: 0133-3763

(with sufficient information to determine the source and application of funds)

Notices

All notices and communications, including notices with respect to payments, to be addressed as first provided above.

OWNER PARTICIPANT

MetLife Capital Corporation  
10900 N.E. 8th Street  
Suite 3100, C-97500  
Bellevue, WA 98004  
Fax No.: (206) 451-2465  
Confirmation.: (206) 451-0090  
Attn.: VP/Mgr. Special Investments

Payments

Seafirst Bank  
10500 N.E. 8th Street  
Bellevue, WA  
ABA Routing No.: 125-000-024

For credit to:

MetLife Capital Corporation  
Account No. 37690-013

(with sufficient information to determine the source and application of funds)

Notices

All notices and communications, including notices with respect to payments, to be addressed as first provided above.

**INDENTURE TRUSTEE**

The First National Bank of Boston  
Blue Hills Office Park  
150 Royall Street  
Canton, Massachusetts 02021  
Attention: Corporate Trust Division  
Fax No.: (617) 575-2078  
Confirmation No.: (617) 575-2999

**Payments**

Bank of Boston  
Corporate Trust Department  
Canton, Massachusetts 02021  
ABA Routing No.: 0110-003-90  
Attention: Robert Dougherty/Wisconsin Central

(with sufficient information to determine the source and application of funds)

**Notices**

All notices and communications, including notices with respect to payments, to be addressed as first provided above.

**LOAN PARTICIPANTS**

Massachusetts Mutual Life Insurance Company  
1295 State Street  
Springfield, MA 01111-0001  
Attention: Securities Investment Division

**Payments**

Chemical Bank  
Institutional Custody Department  
55 Water Street  
North Building, Third Floor  
New York, NY 10041  
ABA Routing No.: 021-000128

For credit to:

Massachusetts Mutual Life Insurance Company  
(IFM Traditional Account)  
Account No.: 321-029-852

Massachusetts Mutual Life Insurance Company  
(Pension Management GIA Account)  
Account No.: 321-029-828  
Federal I.D.: 04-1590850

(with sufficient information to determine the source and application of funds)

#### Notices

All notices relating to payments to:

Massachusetts Mutual Life Insurance Company  
1295 State Street  
Springfield, MA 01111  
Attention: Securities Custody and Collection Department

All notices and communications, other than those in respect of payments, to be addressed as first provided above.

The Ohio National Life Insurance Company  
237 William Howard Taft Road  
Cincinnati, Ohio 45219  
Attention: Investment Department

#### Payments

Star Bank, N.A.  
425 Walnut Street  
Cincinnati, Ohio 45202  
ABA Routing No.: 042-000013

For credit to:

The Ohio National Life Insurance Company  
Account No.: 910-275-7  
Federal I.D.: 31-0397080

(with sufficient information to identify the source and application of such funds):

#### Notices

All notices and communications, including notices with respect to payments, to be addressed to:

The Ohio National Life Insurance Company  
P.O. Box 237  
Cincinnati, Ohio 45201

Transamerica Occidental Life Insurance Company  
c/o Transamerica Investment Services  
1150 South Olive Street  
Los Angeles, CA 90015  
Attention: John M. Casparian  
Vice President and  
Director of Private Placements

#### Payments

Bank of America, NT & SA  
Corporate Service Center, # 1233  
1850 Gateway Blvd.  
Concord, CA 94520  
Attention: Larry Glandon  
ABA Routing No. 121-000-358

For credit to:

Transamerica Occidental Life Insurance Company  
Account No. 12353-04390  
Federal I.D.: 95-1060502

(with sufficient information to identify the source and  
application of such funds)

#### Notices

All notices and communications, including notices with  
respect to payments, to be addressed as first provided  
above.

Any of the foregoing account information may be changed, and  
such changed information shall be effective for all purposes  
of making payments under the Operative Agreements by the  
respective party providing notice of such change to all  
other parties hereunder. Such new information shall be  
effective five (5) Business Days after notice of such change  
is provided hereunder.