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0-344A033

December 10, 1990

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MOTOR OPERATING UNIT

Noreta R. McGee
Secretary of the Interstate Commerce Commission
Interstate Commerce Commission
12th Street and Constitution Avenue N.W.
Washington, D.C. 20423

Dear Ms. McGee:

I have enclosed one original and one counterpart of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

These documents are an Equipment Lease, a primary document, dated as of November 20, 1990, and a Security Agreement-Trust Deed, a primary document, dated as of November 20, 1990, each relating to DEC Trust No. 1990-3.

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

Lessor, Debtor:	State Street Bank and Trust Company of Connecticut, National Association, as Trustee under a Trust Agreement, dated as of November 20, 1990 100 Constitution Plaza Hartford, Connecticut 06103
Lessee:	The Detroit Edison Company 200 Second Avenue Detroit, Michigan 48226
Secured Party:	The Connecticut National Bank, as Security Trustee 777 Main Street Hartford, Connecticut 06115

A description of the equipment covered by the documents follows:

428 high side gondola railcars, identification numbers DEEX 5168 through and including DEEX 5210, DEEX 5278 through and including DEEX 5320, DEEX 5377 through and including DEEX 5445,

DEEX 5803 through and including DEEX 6000, and DEEX 8925 through and including DEEX 8999.

A fee of $30.00 is enclosed to cover the filing of each of the Equipment Lease and the Security Agreement-Trust Deed. Please return each of the originals and any extra copies not needed by the Commission for recordation to Mark T. McEnroe, Morgan, Lewis & Bockius, 101 Park Avenue, New York, NY 10178.

A short summary of each of the documents follows:

1. An Equipment Lease, between State Street Bank and Trust Company of Connecticut, National Association, not individually but solely as Trustee under a Trust Agreement dated November 20, 1990, as Lessor, 100 Constitution Plaza, Hartford, CT 06103 and The Detroit Edison Company, as Lessee, 2000 Second Avenue, Detroit, Michigan 48226, dated as of November 20, 1990, and covering 428 high side gondola railcars.

2. A Security Agreement-Trust Deed, between State Street Bank and Trust Company of Connecticut, National Association, not individually but solely as Trustee under a Trust Agreement dated November 20, 1990, as Debtor, 100 Constitution Plaza, Hartford, CT 06103 and The Connecticut National Bank, 777 Main Street, Hartford, Connecticut 06115, as Secured Party, dated as of November 20, 1990 and covering 428 high side gondola railcars.

Very truly yours,

Mark T. McEnroe

/ggg

17107

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INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT-TRUST DEED

Dated as of November 20, 1990

From

STATE STREET BANK AND TRUST COMPANY OF
CONNECTICUT, NATIONAL ASSOCIATION,
as Trustee under a Trust Agreement
dated as of the date hereof,

DEBTOR

To

THE CONNECTICUT NATIONAL BANK,

SECURED PARTY

DEC TRUST NO. 1990-3

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Attachments to Security Agreement-Trust Deed:

Schedule 1 - Description of Equipment
Exhibit A - Form of Secured Non-Recourse Note

SECURITY AGREEMENT-TRUST DEED

THIS SECURITY AGREEMENT-TRUST DEED dated as of November 20, 1990 (the "Security Agreement") is from STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, but solely as Trustee (the "Debtor") under the Trust Agreement dated as of November 20, 1990 for the benefit of CONNELL FINANCE COMPANY, INC., a New Jersey corporation (the "Trustor"), Debtor's post office address being 100 Constitution Plaza, Hartford, Connecticut 06103, to THE CONNECTICUT NATIONAL BANK (the "Secured Party"), whose post office address is 777 Main Street, Hartford, Connecticut 06115.

R E C I T A L S:

A. The Debtor and the Secured Party have entered into a Participation Agreement dated as of November 20, 1990 (the "Participation Agreement") with The Detroit Edison Company, a Michigan corporation (the "Lessee"), the Trustor and the institutional investors referred to in Schedule 2 thereto (the "Note Purchasers") providing for the commitment of the Note Purchasers to purchase on certain dates therein, but not later than June 14, 1991, the Secured Non-Recourse Notes due June 14, 2010 (the "Notes") of the Debtor not exceeding an aggregate principal amount of $17,589,088. The Notes are to be dated the date of issue, to bear interest from such date at the Interest Rate prior to maturity and to be otherwise substantially in the form attached hereto as Exhibit A.

B. "Interest Rate" applicable to any Note shall mean 10.13% per annum.

C. The Notes and all principal thereof and interest (and premium, if any) thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Notes, this Security Agreement or the Participation Agreement are hereinafter sometimes referred to as "indebtedness hereby secured".

D. All of the requirements of law relating to the transactions contemplated hereby have been fully complied with and all other acts and things necessary to make this Security Agreement a valid, binding and legal instrument for the security of the Notes have been done and performed.

SECTION 1. GRANT OF SECURITY.

The Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on the Notes according to their tenor and effect, and to secure the payment of all other indebtedness hereby secured and the performance and observance of all of the Debtor's covenants and conditions in the Notes and in this Security Agreement and in the Participation Agreement contained, does hereby convey, warrant, mortgage, assign, pledge and grant to the Secured Party, its successors in trust and assigns, a security interest in, all and singular of the Debtor's right, title and interest in and to the properties, rights, interests and privileges described in Sections 1.1 and 1.2 hereof, subject always to those limitations set forth in Section 1.3 hereof; excluding, however, Excepted Rights in Collateral (as defined in Section 1.5 hereof) (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Collateral").

1.1. Equipment Collateral. Collateral includes the railroad equipment described in Schedule 1 attached hereto and made a part hereof (collectively the "Equipment" or "Items of Equipment" and individually an "Item" or "Item of Equipment") constituting the Equipment to the extent leased and delivered under that certain Equipment Lease dated as of November 20, 1990 (the "Lease") between the Debtor, as lessor, and the Lessee, as lessee; together with, in each case, all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment hereinabove described, whether now owned or hereafter acquired, which become the property of the Debtor by the terms of the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of the Equipment, which become the property of the Debtor by the terms of the Lease, together with all the rents, issues, income, profits and avails therefrom.

1.2. Rental Collateral. Collateral also includes all right, title, interest, claims and demands of the Debtor as assignee under the Assignment of Purchase Order and as lessor in, to and under the Lease, including all extensions of the term of the Lease, together with all rights, powers, privileges, options and other benefits of the Debtor as lessor under the Lease, including, without limitation:

(1) the immediate and continuing right to receive and collect all Fixed Rental, Supplemental Rent and Stipulated

Loss Value payments, insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable to or receivable by the Lessor under the Lease pursuant thereto (except those sums reserved as Excepted Rights in Collateral under Section 1.5 hereof), including, without limitation, all rentals receivable in respect of the Equipment under any Permitted Subleases;

(2) the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof, except with regard to Excepted Rights in Collateral under Section 1.5 hereof; and

(3) the right to take such action upon the occurrence of an Event of Default under the Lease or an event which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law (except as provided in Section 1.5 hereof), and to do any and all other things whatsoever which the Debtor or any lessor is or may be entitled to do under the Lease;

it being the intent and purpose hereof that, subject always to Excepted Rights in Collateral (as defined in Section 1.5 hereof), the assignment and transfer to the Secured Party of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Secured Party shall have the right to collect and receive all rental, Stipulated Loss Value payments, if any, and other sums for application in accordance with the provisions of Section 4 hereof at all times during the period from and after the date of this Security Agreement until the indebtedness hereby secured has been fully paid and discharged.

1.3. Limitations to Security Interest. The security interest granted by this Section 1 is subject to (a) the right and interest of the Lessee in and to the Equipment under the Lease so long as no Event of Default thereunder shall have occurred and be continuing and (b) Permitted Encumbrances.

1.4. Duration of Security Interest. The Secured Party, its successors in trust and assigns shall have and hold the Collateral forever; provided, always, however, that such security interest is granted upon the express condition that if the Debtor shall pay all the indebtedness hereby secured, then these presents and the estate hereby granted and conveyed shall cease and this Security Agreement shall become null and void; otherwise to remain in full force and effect.

1.5. Excepted Rights in Collateral. There are expressly excepted and reserved from the security interest and operation of this Security Agreement the following described properties, rights, interests and privileges (hereinafter sometimes referred to as the "Excepted Rights in Collateral") and nothing herein or in any other agreement contained shall constitute an assignment of said Excepted Rights in Collateral to the Secured Party:

(a) all payments of any indemnity and other rights under Sections 9.1 and 9.2 of the Participation Agreement and Section 23.2 of the Lease which by the terms of any of such sections of the Lease are payable directly to the Debtor or the Trustor for its own account;

(b) all rights of the Debtor and the Trustor, respectively, under the Lease to demand, collect, sue for or otherwise obtain all amounts from the Lessee due the Debtor or the Trustor on account of any such indemnities or payments, provided that the rights excepted and reserved by this paragraph (b) shall not be deemed to include the exercise of any remedies provided for in Section 14 of the Lease except those contained in Section 14.2(a) of the Lease with respect to such indemnities or payments thereof;

(c) all rights, privileges and immunities of the Debtor and the Trustor, respectively, in respect of any insurance policies maintained by the Lessee pursuant to Section 11.1 of the Lease, together with any insurance proceeds payable under general public liability policies so maintained which by the terms of such policies or the terms of the Lease are payable for the benefit of the Debtor or the Trustor or directly to the Debtor or the Trustor for its own account; and

(d) any insurance proceeds payable under insurance policies maintained by the Lessor or the Trustor pursuant to Section 23.7 of the Lease.

It is understood and agreed by the parties hereto and each and every from time to time holder of the Notes that any and all amounts payable and all other rights under the Tax Indemnity Agreement dated as of November 20, 1990 between the Trustor and the Lessee in no respect constitute a part or portion of the Collateral.

SECTION 2. COVENANTS AND WARRANTIES OF THE DEBTOR.

The Debtor covenants, warrants and agrees as follows:

2.1. Debtor's Duties. The Debtor covenants and agrees well and truly to perform, abide by and to be governed and restricted by each and all of the terms, provisions, restrictions, covenants and agreements set forth in the Participation Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, to the same extent as though each and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein and as though any amendment or supplement to the Participation Agreement were fully set out in an amendment or supplement to this Security Agreement. The Debtor undertakes to perform only such duties as are expressly and specifically set forth herein and in the other Operative Agreements (as defined in the Participation Agreement) and no implied obligations or covenants shall be read into this Security Agreement or any other Operative Agreements against the Debtor.

2.2. Warranty of Title. The Debtor has the right, power and authority to grant a security interest in the Collateral to the Secured Party for the uses and purposes herein set forth; and the Debtor will warrant and defend the title to the Collateral against all Lessor's Liens attributable to Debtor. The Debtor also agrees that it will, at its own cost and expense, without regard to the provisions of Section 7 hereof, pay or satisfy and discharge any such Lessor's Liens, but the Debtor shall not be required to pay or discharge any such claims so long as it shall, in good faith and by appropriate legal proceedings contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Debtor or the security interest hereunder in and to the Equipment. Without limiting the foregoing, there is no financing statement or other filed or recorded instrument in which the Debtor is named and which the Debtor has signed, as debtor or mortgagor, now on file in any public office covering any of the Collateral excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein.

2.3. Further Assurances. Upon request, the Debtor will, at no expense to the Secured Party, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest being herein provided for in the Collateral, whether now owned or hereafter acquired.

2.4. After-Acquired Property. Any and all property described or referred to in the granting clauses hereof which is hereafter acquired shall ipso facto, and without any further conveyance, assignment or act on the part of the Debtor or the Secured Party become and be subject to the security interest herein granted as fully and completely as though specifically described herein, but nothing contained in this Section 2.4 shall be deemed to modify or change the obligation of the Debtor under Section 2.3 hereof.

2.5. Recordation and Filing. The Debtor will fully cooperate with the Lessee in connection with Lessee's obligation pursuant to Section 10.1 of the Lease to cause this Security Agreement and all supplements hereto, the Lease and all supplements thereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at no expense to the Secured Party in such manner and in such place as may be required by law in order to fully preserve and protect the rights of the Secured Party hereunder.

2.6. Allocation of Rights. The Debtor will not:

(a) except in respect of Excepted Rights in Collateral (but subject to the limitation on exercise of remedies provided in Section 1.5(b) hereof), declare a default or exercise the remedies of the Lessor under, or terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of, the Lease or by affirmative act consent to the creation or existence of any Lien to secure the payment of indebtedness upon the leasehold estate created by the Lease or any part thereof; provided that the Secured Party agrees that, so long as no Event of Default shall have occurred and be continuing, the Debtor and the Secured Party shall jointly make all waivers and agreements and approve any amendments relating to the Lease, and neither the Secured Party nor the Debtor shall so act independently, except that the Debtor may act independently with respect to Excepted Rights in Collateral and so long as no Event of Default has occurred and is continuing, the Debtor may make all waivers and agreements and approve any amendments relating to (i) Section 2.5 of the Lease (other than the provision requiring that adjustments not impair payments on the Notes), (ii) the exercise of purchase and renewal options, (iii) the return of Equipment pursuant to Section 13 of the Lease, (iv) the election in Section 11.2 of the Lease and (v) the early termination of the Lease pursuant to Section 19;

(b) except in respect of Excepted Rights in Collateral, receive or collect any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate or grant a security interest in (other than to the Secured Party hereunder) any rent payment then due or to accrue in the future under the Lease in respect of the Equipment; or

(c) except in respect of Excepted Rights in Collateral, sell, mortgage, transfer, assign or hypothecate or grant a security interest in (other than to the Secured Party hereunder) its interest in the Equipment or any part thereof or in any amount to be received by it from the use or disposition of the Equipment.

Notwithstanding anything to the contrary herein, the Debtor may, whether or not an Event of Default has occurred but not to the exclusion of Secured Party (A) receive from Lessee or any other Person all notices, financial statements, certificates, opinions of counsel and other documents and all information which Lessee, or such other Person, as the case may be, is permitted or required to give or furnish to "Lessor" pursuant to the Lease or any other Operative Agreement, (B) inspect the Equipment and the books and records of Lessee and obtain other information relating to the condition of the Equipment pursuant to the Lease, (C) provide any insurance Lessee has failed to maintain as required pursuant to Section 11.1 of the Lease and (D) exercise "Lessor's" right to cause Lessee to take any action and execute and deliver such documents and assurances as "Lessor" may from time to time reasonably request pursuant to Section 10.1 or 23.9 of the Lease.

2.7. Power of Attorney in Respect of the Lease. The Debtor does hereby irrevocably constitute and appoint the Secured Party its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to ask, demand, collect, receive and receipt for, any and all rents, income and other sums which are assigned under Sections 1.1 and 1.2 hereof, and upon and during the continuance of an Event of Default, but subject to Section 5.3 hereof, to sue for, compound and give acquittance for any and all such rents, income and other sums with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Debtor or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such

rents and other sums and the security intended to be afforded hereby.

2.8. Notice of Default. The Debtor further covenants and agrees that it will give the Secured Party prompt written notice of any event or condition constituting, or which will constitute with the giving of notice or the lapse of time, or both, an Event of Default under the Lease if an officer in the Debtor's Corporate Trust Department has actual knowledge of such event or condition.

SECTION 3. POSSESSION, USE AND RELEASE OF PROPERTY.

3.1. Possession of Collateral. While no Event of Default has occurred and is continuing hereunder, the Debtor shall be suffered and permitted to remain in full possession, enjoyment and control of the Equipment and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto, provided, always, that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of this Security Agreement. It is expressly understood that the use and possession of the Equipment or any Item thereof by the Lessee under and subject to the Lease or by any sublessee under a Permitted Sublease shall not constitute a violation of this Section 3.1.

3.2. Release of Property. So long as no Event of Default referred to in Section 14 of the Lease has occurred and is continuing to the knowledge of the Secured Party, the Secured Party shall execute a release in respect of any Item of Equipment designated by the Lessee for settlement pursuant to Section 11 or 19 of the Lease upon receipt from the Lessee of written notice designating the Item of Equipment in respect of which the Lease will terminate and the receipt from the Lessee of all sums payable for such Item of Equipment in compliance with Section 11 or 19, as the case may be, of the Lease.

3.3. Protection of Purchaser. No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Secured Party to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority; nor shall any purchaser, in good faith, of any item or unit of the Collateral be under obligation to ascertain or inquire into the conditions upon which any such sale is hereby authorized.

SECTION 4. APPLICATION OF ASSIGNED RENTALS AND CERTAIN OTHER MONEYS RECEIVED BY THE SECURED PARTY.

4.1. Application of Rents and Other Payments. As more fully set forth in Section 1.2 hereof the Debtor has hereby granted to the Secured Party a security interest in rents, issues, profits, income and other sums due and to become due under the Lease in respect of the Equipment as security for the Notes. So long as no Event of Default as defined in Section 5 hereof has occurred and is continuing:

(a) The amounts from time to time received by the Secured Party which constitute payment by the Lessee under the Lease of the installments of Fixed Rental under the Lease, or payments by the Debtor of interest due on the Notes on June 14, 1991 (the "Interim Interest") shall be applied first, to the payment of the installments of principal and interest (and in each case first to interest and then to principal) on the Notes which have matured or will mature on or before the due date of the installments of Fixed Rental, or Interim Interest, which are received by the Secured Party, and then, so long as no event shall have occurred and be continuing which, with the lapse of time or giving of notice, or both, would constitute an Event of Default hereunder, the balance, if any, of such amounts shall be paid to or upon the order of the Debtor as soon as possible on the same day as such amounts are received by the Secured Party if such amounts are received by 11:00 A.M. New York City time, but in any event not later than the first Business Day following the receipt thereof;

(b) The amounts from time to time received by the Secured Party which constitute settlement by the Lessee of the Stipulated Loss Value for any Item of Equipment pursuant to Section 11 or 19 of the Lease shall be applied by the Secured Party on the date such Stipulated Loss Value payment is due or as soon as possible after the receipt thereof by the Secured Party as follows:

(i) First, to the payment of an amount equal to the accrued and unpaid interest and premium, if any, on that portion of the Notes to be prepaid pursuant to the following subparagraph (ii);

(ii) Second, an amount equal to the Loan Value (as hereinafter defined) of such Item of Equipment for which settlement is then being made shall be applied to the prepayment of the Notes so

that each of the remaining installments of each Note shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of such Notes immediately prior to the prepayment; and

(iii) Third, so long as no event shall have occurred and be continuing which, with the lapse of time or giving of notice, or both, would constitute an Event of Default hereunder, the balance, if any, of such amounts held by the Secured Party after making the applications provided for by the preceding subparagraphs (i) and (ii) shall be released to or upon the order of the Debtor on the date of payment of the amounts provided in the preceding clauses (i) and (ii).

For purposes of this Section 4.1(b), the "Loan Value" in respect of any Item of Equipment shall be an amount equal to the product of (A) a fraction, the numerator of which is an amount equal to the Purchase Price of such Item of Equipment for which settlement is then being made and the denominator of which is the aggregate Purchase Price of all Items of Equipment then subject to the Lease (including the Purchase Price of such Item of Equipment for which settlement is then being made), times (B) the unpaid principal amount of the Notes immediately prior to the prepayment provided for in this Section 4.1(b) (after giving effect to all payments of installments of principal scheduled to be made on the date of prepayment provided for in this Section 4.1(b);

(c) The amounts received by the Secured Party from time to time which constitute proceeds of casualty insurance maintained by the Lessee in respect of the Equipment shall be held by the Secured Party as a part of the Collateral and shall be applied by the Secured Party from time to time to any one or more of the following purposes:

(i) So long as no Event of Default, or any event which, with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing to the knowledge of the Secured Party, the proceeds of such insurance shall, if the Item of Equipment is to be repaired, be released to the Debtor to reimburse the Lessee for expenditures made for such repair upon receipt by the Secured Party of a certificate of an authorized officer of the Lessee to the effect that any damage to such Item in

respect of which such proceeds were paid has been fully repaired; and

(ii) If the insurance proceeds shall not have been released to the Debtor pursuant to the preceding paragraph (i) within 180 days from the receipt thereof by the Secured Party, or if within such period the Lessee shall have notified the Secured Party in writing that the Lease is to be terminated in respect of such Item in accordance with the provisions of Section 11.2 of the Lease, then so long as no Event of Default hereunder has occurred and is continuing to the knowledge of the Secured Party, the insurance proceeds shall be applied by the Secured Party as follows:

(A) First, to the prepayment of the Notes, all in the manner and to the extent provided for by clauses First and Second of Section 4.1(b) hereof; and

(B) Second, the balance, if any, of such insurance proceeds held by the Secured Party after making the applications provided for by the preceding subparagraph (A) shall be released to or upon the order of the Debtor on the date of such prepayment of the Notes.

4.2. Multiple Notes. If more than one Note is outstanding at the time any such application is made, such application shall be made on all outstanding Notes ratably in accordance with the aggregate principal amount remaining unpaid thereon.

4.3. Default. If an Event of Default referred to in Section 5 hereof has occurred and is continuing, all amounts received by the Secured Party pursuant to Section 1.2 hereof and any amounts received by the Secured Party pursuant to Section 2.3(b) of the Lease shall be applied in the manner provided for in Section 5 hereof in respect of proceeds and avails of the Collateral. If any sum is held by the Secured Party under this Agreement as a result of an Event of Default, or an event which with notice or lapse of time would become an Event of Default, such sum shall be distributed as if no such Event of Default, or other event, had occurred if within 180 days of Secured Party's receipt of such sum Secured Party has not accelerated the Notes or if all Events of Default and such other events are cured.

SECTION 5. DEFAULTS AND OTHER PROVISIONS.

5.1. Events of Default. The term "Event of Default" for all purposes of this Security Agreement shall mean one or more of the following:

(a) Default in payment of an installment of the principal of, or interest on, any Note when and as the same shall become due and payable, whether at the due date thereof or at the date fixed for prepayment or by acceleration or otherwise, and any such default shall continue unremedied for two Business Days after Debtor and the original Trustor receive notice thereof from Secured Party;

(b) An Event of Default (as defined in the Lease) shall have occurred and be continuing under the Lease (other than an Event of Default under the Lease relating solely to Excepted Rights in Collateral);

(c) Default on the part of the Debtor or the Trustor in the due observance or performance of any covenant or agreement to be observed or performed by the Debtor or the Trustor under this Security Agreement or the Participation Agreement, and such default shall continue unremedied for 30 days after written notice from the Secured Party to the Debtor and the Trustor specifying the default and demanding the same to be remedied;

(d) Any representation or warranty on the part of the Debtor or the Trustor made herein or in the Participation Agreement or in any report, certificate, financial or other statement furnished in connection with this Security Agreement, the Lease or the Participation Agreement, or the transactions contemplated therein, shall prove to have been false or misleading in any material respect when made;

(e) The Debtor or the Trustor fails generally to pay its debts as such debts become due, or causes or suffers an order for relief to be entered against it under any applicable federal or state bankruptcy law, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a custodian, trustee or receiver for the Debtor or the Trustor or for the major part of its property;

(f) A trustee or receiver is appointed for the Debtor or the Trustor or for the major part of its property and is not discharged within 60 days after such appointment; or

(g) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy, insolvency or similar law for the relief of debtors, are instituted by or against the Debtor or the Trustor and, if instituted against the Debtor or the Trustor, are consented to or are not dismissed within 60 days after such institution.

5.2. Secured Party's Rights. The Debtor agrees that when any Event of Default as defined in Section 5.1 has occurred and is continuing, but subject always to Section 7 hereof, the Secured Party shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the Uniform Commercial Code of New York (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and without limiting the foregoing, the Secured Party may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) The Secured Party or the holder of any of the Notes may, by notice in writing to the Debtor declare the entire unpaid balance of the Notes to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable;

(b) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession of, remove, keep and store the same, or use and operate or lease the same until sold;

(c) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and

either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Debtor and the Lessee once at least ten days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of the Collateral, or any part thereof, at public auction to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Secured Party may determine, and at any place (whether or not it be the location of the Collateral or any part thereof) designated in the notice above referred to; provided, however, that any such sale shall be held in a commercially reasonable manner. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice, and the Secured Party or the holder or holders of the Notes, or of any interest therein, or the Debtor or the Trustor may bid and become the purchaser at any such sale;

(d) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party may proceed to protect and enforce this Security Agreement and the Notes by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted; or for foreclosure hereunder, or for the appointment of a receiver or receivers for the collateral or any part thereof, or subject to the provisions of Section 7 hereof, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other proper, legal or equitable remedy available under applicable law; and

(e) Subject always to the rights of the Lessee under the Lease, provided the same is not then in default, the Secured Party may proceed to exercise all rights, privileges and remedies of the Debtor under the Lease, and may exercise all such rights and remedies either in the name of the Secured Party or in the name of the Debtor for the use and benefit of the Secured Party;

provided, however, that notwithstanding the foregoing, the Secured Party agrees that if the Secured Party shall proceed to foreclose the Lien of this Security Agreement or otherwise take title to the Collateral or amend any Operative Agreement without Trustor's consent, which amendment would materially and adversely affect the rights

of the Debtor or the Trustor, Secured Party shall, to the extent that it is then entitled to do so hereunder and under the Lease and is not then stayed or otherwise prevented from doing so by operation of law, concurrently proceed to exercise one or more of the remedies provided in the Lease as it shall in its sole good faith discretion determine.

5.3. Certain Rights of the Debtor on the Occurrence of an Event of Default Under the Lease. If an Event of Default under the Lease of which the Secured Party has knowledge shall have occurred and be continuing, the Secured Party shall give the Debtor not less than 10 Business Days' prior written notice of the date (the "Enforcement Date") on which the Secured Party then intends to commence the exercise of any remedy or remedies pursuant to Section 5.2 hereof, and shall not exercise any such remedy until at least the expiration of such 10-day period. If an Event of Default under the Lease shall have occurred and be continuing, the Debtor shall have the following rights hereunder:

(a) Right to Cure. In the event of the occurrence of an Event of Default in respect of the payment of Fixed Rental under the Lease (unless there shall have occurred and be continuing any Event of Default under the Lease other than a failure to pay Fixed Rental and such Event of Default is not then being cured during the period permitted by the next following paragraph), the Debtor may, but shall not be obligated to, prior to the exercise of any remedy or remedies pursuant to Section 2.7, 5.2 or 5.9 hereof by the Secured Party, pay to the Secured Party an amount equal to any principal and interest (including interest, if any, on overdue payments of principal and interest) then due and payable on the Notes, and such payment by the Debtor shall be deemed to cure any Event of Default under the Lease (and any Event of Default resulting therefrom pursuant to Section 5.1(a) or (b)) which would otherwise have arisen on account of the non-payment by the Lessee of such installment of Fixed Rental under the Lease and any Event of Default hereunder attributable thereto;

provided, however, that the Debtor may not exercise such right in respect of more than three consecutive Fixed Rental payment defaults or in any event more than a total of six times throughout the term of the Lease.

In the event of the occurrence of an Event of Default in respect of the performance of any covenant contained in the Lease other than the covenant to pay Fixed Rental, the Debtor may, but shall not be obligated to, take such action prior to the exercise of any remedy or remedies pursuant to Sections 2.7, 5.2 or 5.9 hereof by the Secured Party as may

be necessary to cure such Event of Default under the Lease, and such action by the Debtor shall be deemed to cure any such Event of Default hereunder which had arisen or would otherwise have arisen on account of such Event of Default under the Lease.

Except as hereinafter in this Section 5.3(a) provided, the Debtor shall not, by exercising the right to cure any such Event of Default, obtain any Lien of any kind on any of the Collateral for or on account of costs or expenses incurred in connection with the exercise of such right nor shall any claims of the Debtor against the Lessee or any other party for the repayment of such costs or expenses impair the prior right and security interest of the Secured Party in and to the Collateral. Upon such payment by the Debtor of the amount of principal and interest then due and payable on the Notes or of any other sum to cure another Event of Default as contemplated by the preceding paragraph, the Debtor shall be subrogated to the rights of the Secured Party in respect of the Fixed Rental which was overdue at the time of such payment and the amounts, if any, which Lessee failed to pay resulting in the Event of Default under the Lease so cured and interest payable by the Lessee on account of said amounts being overdue, and therefore, if no other Event of Default or event which with the lapse of time or giving of notice, or both, would constitute such an Event of Default shall have occurred and be continuing and if all principal and interest payments due on the Notes have been paid at the time of receipt by the Secured Party of such Fixed Rental or any such other amount, the Debtor (and not the Secured Party) shall be entitled to receive such Fixed Rental or any such other amount and such interest upon receipt thereof by the Secured Party; provided that (i) in the event the principal and interest on the Notes shall have become due and payable pursuant to Section 5.2(a) hereof, such subrogation shall, until principal of and interest on all Notes shall have been paid in full, be subordinate to the rights of the Secured Party in respect of such payment of Fixed Rental or any such other amount and such interest on such overdue Fixed Rental or any such other amount prior to receipt by the Debtor of any amount pursuant to such subrogation, and (ii) the Debtor shall not be entitled to seek to recover any such payment (or any payment in lieu thereof) except pursuant to the foregoing right of subrogation by demand upon Lessee or by action at law against Lessee for reimbursement.

(b) Option to Prepay Notes. If an Event of Default under the Lease shall have occurred and be continuing, whether or not the Debtor shall then have the right to cure

an Event of Default under the Lease pursuant to Section 5.3(a) above, the Debtor may at its option prepay the Notes, without premium or penalty, by payment of the entire unpaid principal amount thereof, together with accrued interest thereon to the date of prepayment plus all other sums then due and payable hereunder and under the Lease and the Participation Agreement and, upon receipt thereof by the Secured Party, each holder of Notes shall promptly deliver its Notes to the Secured Party duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Secured Party and the Debtor duly executed by, such holders of Notes in favor of the Debtor. The Debtor shall give each holder of Notes at least five days' written notice of such prepayment of the Notes. The Debtor shall make payment under this Section by wire transfer in immediately available funds to the Secured Party. Notwithstanding the foregoing, the Debtor may not so prepay the Notes until the earlier of (x) 180 days after such Event of Default first occurred or (y) the happening of any of (i) acceleration of the Notes hereunder by the Secured Party for any reason, (ii) foreclosure or other taking of title of part or all of the Equipment by the Secured Party, (iii) amendment to any of the Operative Agreements without Trustor's prior written consent which amendment would materially and adversely affect the rights of the Debtor or Trustor under such Operative Agreement, or (iv) Secured Party's disturbing the Lessee's quiet enjoyment or possession of any of the Equipment.

5.4. Acceleration Clause. In case of any sale of the Collateral, or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Security Agreement, the principal of the Notes, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable; also in the case of any such sale, the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Notes, if any, held by such purchasers, and any claims for interest matured and unpaid thereon, in order that there may be credited as paid on the purchase price the sum apportionable and applicable to the Notes, if any, held by such purchaser, including principal and interest thereof, out of the net proceeds of such sale.

5.5. Waiver by Debtor. To the extent permitted by law, the Debtor covenants that, upon the occurrence of an Event of Default hereunder, it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time

hereafter in force, nor claim, take, nor insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the Collateral or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and, to the full extent legally permitted, hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of the Debtor acquiring any interest in or title to the Collateral or any part thereof subsequent to the date of this Security Agreement, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Secured Party, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

5.6. Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold, shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Debtor, its successors or assigns (subject, however, to the then existing rights, if any, of the Lessee under the Lease).

5.7. Application of Sale Proceeds. The proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and of all proper compensation, expenses, liability and advances, including legal expenses and attorneys' fees, owed to or incurred or made hereunder by, the Secured Party or the holder or holders of the Notes and of all taxes, assessments or Liens superior to the Lien of these presents, except any taxes, assessments or other superior Lien subject to which said sale may have been made;

(b) Second, to the payment to the holder or holders of the Notes of the amount then owing or unpaid on the Notes for principal, interest and premium, if any; and in case

such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Notes, then ratably according to the aggregate of such principal and the accrued and unpaid interest and premium, if any, with application on each Note to be made, first, to the unpaid interest thereon, second, to unpaid premium, if any, thereon, and third, to unpaid principal thereof; such application to be made upon presentation of the several Notes, and the notation thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid; and

(c) Third, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

5.8. Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Debtor, the Secured Party and the holder or holders of the Notes shall be restored to their former positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

5.9. Cumulative Remedies. No delay or omission of the Secured Party or of the holder of any Note to exercise any right or power arising from any default on the part of the Debtor, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party, or the holder of any Note of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party or holder of any of the Notes be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

SECTION 6. THE SECURED PARTY.

6.1. Certain Duties and Responsibilities of Secured Party. (a) Except during the continuance of an Event of Default:

(1) the Secured Party undertakes to perform such duties and only such duties as are specifically set forth in this Security Agreement, and no implied covenants or obligations shall be read into this Security Agreement against the Secured Party; and

(2) in the absence of bad faith on its part, the Secured Party may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Secured Party and conforming to the requirements of this Security Agreement or the Lease; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Secured Party, the Secured Party shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Security Agreement.

(b) In case an Event of Default has occurred and is continuing, the Secured Party shall exercise such of the rights and powers vested in it by this Security Agreement for the benefit of the holders of the Notes, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision of this Security Agreement shall be construed to relieve the Secured Party from liability for its own grossly negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(1) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(2) the Secured Party shall not be liable for any error of judgment made in good faith by an officer of the Secured Party unless it shall be proved that the Secured Party was grossly negligent in ascertaining the pertinent facts; and

(3) the Secured Party shall not be liable to the holder of any Note with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of 66-2/3% in

principal amount of the Notes outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Secured Party, or exercising any trust or power conferred upon the Secured Party under this Security Agreement.

(d) No provision of this Security Agreement shall require the Secured Party to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(e) Whether or not herein expressly so provided, every provision of this Security Agreement relating to the conduct or affecting the liability of or affording protection to the Secured Party shall be subject to the provisions of this Section.

6.2. Certain Limitations on Secured Party's Rights to Compensation and Indemnification. The Secured Party agrees that it shall have no right against the holders of any Note for the payment of compensation for its services hereunder or any expenses or disbursements incurred in connection with the exercise and performance of its powers and duties hereunder or any indemnification against liability which it may incur in the exercise and performance of such powers and duties but, on the contrary, shall look solely to the Trustor under Section 2.6 of the Participation Agreement and the Lessee under Section 2.1(b) of the Lease for such payment and indemnification and that it shall have no lien on, nor security interest in, the Collateral as security for such compensation, expenses, reasonable counsel fees, if any, disbursements and indemnification except to the extent provided for in Section 5.7(a) hereof.

6.3. Certain Rights of Secured Party. (a) The Secured Party shall not be responsible for any recitals herein or in the Participation Agreement or for insuring the Equipment, or for paying or discharging any tax, assessment, governmental charge or lien affecting the Collateral, or for the recording, filing or refiling of this Security Agreement, or of any amendment or supplement thereto or further mortgage or trust, nor shall the Secured Party be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements contained herein or in the Participation Agreement, and, except in the case of a default in the payment of the principal of, or interest or premium, if any, on any Note or a default of which the Secured Party has actual knowledge, the Secured Party shall be deemed to have knowledge of any default in the performance or observance of any such covenants, conditions

or agreements only upon receipt of written notice thereof from one of the holders of the Notes. The Secured Party shall promptly notify the Debtor and all holders of the Notes of any default of which the Secured Party has actual knowledge. Upon receipt by the Secured Party of such written notice from a holder of a Note, the Secured Party shall promptly notify the Debtor and all other holders of the Notes of such notice and the default referred to therein by prepaid registered mail addressed to them at their addresses set forth in the Register provided for in Section 8.3 hereof. For all purposes of this Agreement, in the absence of actual knowledge on the part of an officer or employee in its Corporate Trust Department, the Secured Party shall not be deemed to have knowledge of any default hereunder unless notified in writing by the Debtor, the Lessee or any holder of the Notes.

(b) The Secured Party makes no representation or warranty as to the validity, sufficiency or enforceability of this Security Agreement, the Notes, the Participation Agreement or any instrument included in the Collateral, or as to the value, title, condition, fitness for use of, or otherwise with respect to, any Equipment or Item of Equipment or any substitute therefor. The Secured Party shall not be accountable to anyone for the use or application of any of the Notes or the proceeds thereof or for the use or application of any property or the proceeds thereof which shall be released from the Lien hereof in accordance with the provisions of this Security Agreement.

(c) The Secured Party may rely on, and shall be protected in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(d) Any request, direction or authorization by the Debtor or the Lessee shall be sufficiently evidenced by a request, direction or authorization in writing, delivered to the Secured Party, and signed in the name of the Debtor or the Lessee, as the case may be, by its Chairman of the Board, President, any Vice President, Treasurer or Secretary, and any resolution of the Board of Directors of the Debtor or the Lessee shall be sufficiently evidenced by a copy of such resolution certified by its Secretary or an Assistant Secretary to have been duly adopted and to be in full force and effect on the date of such certification, and delivered to the Secured Party.

(e) Whenever in the administration of the trust herein provided for, the Secured Party shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such matter (unless

other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate purporting to be signed by the Chairman of the Board, the President, any Vice President, the Treasurer or the Secretary of the Debtor or the Lessee, as the case may be, and delivered to the Secured Party, and such certificate shall fully warrant to the Secured Party or any other person for any action taken, suffered or omitted on the faith thereof, but in its discretion the Secured Party may accept, in lieu thereof, other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(f) The Secured Party may consult with counsel, appraisers, engineers, accountants and other skilled persons to be selected by the Secured Party, and the written advice of any thereof shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(g) The Secured Party shall be under no obligation to take any action to protect, preserve or enforce any rights or interests in the Collateral or to take any action towards the execution or enforcement of the trusts hereunder or otherwise hereunder, whether on its own motion or on the request of any other person, which in the opinion of the Secured Party may involve loss, liability or expense, unless the Debtor or one or more holders of the Notes outstanding shall offer and furnish reasonable security or indemnity against loss, liability and expense to the Secured Party.

(h) The Secured Party shall not be liable to the holder of any Note for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Security Agreement.

(i) The Secured Party shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or documents, unless requested in writing to do so by the holders of not less than 66-2/3% in principal amount of the Notes then outstanding.

(j) The Secured Party may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Secured Party shall not be responsible for any action or inaction on the part of any agent or attorney appointed by it with due care.

(k) The provisions of paragraphs (c) to (j) inclusive of this Section 6.3 shall be subject to the provisions of Section 6.1 hereof.

6.4. Showings Deemed Necessary by Secured Party. Notwithstanding anything elsewhere in this Security Agreement contained, the Secured Party shall have the right, but shall not be required, to demand in respect of withdrawal of any cash, the release of any property, the subjection of any after-acquired property to the Lien of this Security Agreement, or any other action whatsoever within the purview hereof, any showings, certificates, opinions, appraisals or other information by the Secured Party reasonably deemed necessary or appropriate in addition to the matters by the terms hereof required as a condition precedent to such action.

6.5. Status of Moneys Received. All moneys received by the Secured Party shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and may be deposited by the Secured Party under such general conditions as may be prescribed by law in the Secured Party's general banking department, and the Secured Party shall be under no liability for interest on any moneys received by it hereunder. The Secured Party and any affiliated corporation may become the owner of any Note secured hereby and be interested in any financial transaction with the Debtor or the Trustor or any affiliated corporation or the Lessee or any affiliated corporation, or the Secured Party may act as depositary or otherwise in respect to other securities of the Debtor or the Trustor or any affiliated corporation or the Lessee or any affiliated corporation, all with the same rights which it would have if not the Secured Party. The Secured Party agrees that, whenever it shall be required to disburse moneys to the Debtor or the Trustor or any Note Purchaser under the provisions hereof, it shall do so by wire transfer of immediately available funds to a designated bank or trust company located in the continental United States whenever such method of payment is provided for in Schedule 1 or Schedule 2 to the Participation Agreement or is requested in writing by the Debtor or the Trustor or any Note Purchaser.

6.6. Resignation of Secured Party. The Secured Party may resign and be discharged of the trusts hereby created by mailing notice specifying the date when such resignation shall take effect to the Debtor and to the holders of the Notes at their addresses set forth in the Register provided for in Section 8.3 hereof. Such resignation shall take effect on the date specified in such notice (being not less than thirty days after the mailing of such notice) unless previously a successor secured

party shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor; provided, however, no such resignation shall be effective unless and until a successor secured party shall have been appointed and accepted such appointment in accordance with the provisions of Sections 6.9 and 6.12 hereof.

6.7. Removal of Secured Party. The Secured Party may be removed and/or a successor secured party may be appointed at any time by an instrument or concurrent instruments in writing signed and acknowledged by the holders of 66-2/3% in principal amount of the Notes then outstanding and delivered to the Secured Party and to the Debtor and, in the case of the appointment of a successor secured party, to such successor secured party.

6.8. Successor Secured Party. Each secured party appointed in succession of the Secured Party named in this Security Agreement, or its successor in trust, shall be a trust company or banking corporation in good standing and having a capital and surplus aggregating at least $100,000,000, if there be such a trust company or banking corporation qualified, able and willing to accept the trust upon reasonable or customary terms.

6.9. Appointment of Successor Secured Party. If the Secured Party shall have given notice of resignation to the Debtor pursuant to Section 6.6 hereof, or if notice of removal shall have been given to the Secured Party and the Debtor pursuant to Section 6.7 hereof, which notice of removal does not appoint a successor secured party, a successor secured party may be appointed by the holders of 66-2/3% of principal amount of the Notes then outstanding, or, if such successor secured party shall not have been so appointed or shall not have accepted such appointment within fifteen calendar days after the giving of such notice of resignation or the giving of any such notice of removal, as the case may be, a successor secured party may be appointed by the Debtor, the holder of any outstanding Note or, upon application of the retiring secured party, by any court of competent jurisdiction.

6.10. Merger or Consolidation of Secured Party. Any company into which the Secured Party, or any successor to it in the trust created by this Security Agreement, may be merged or converted or with which it or any successor to it may be consolidated or any company resulting from any merger or consolidation to which the Secured Party or any successor to it shall be a party (provided such company shall be a corporation organized under the laws of the United States of America or of a state thereof, having a capital and surplus of at least

$100,000,000), shall be the successor to the Secured Party under this Security Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Debtor covenants that in case of any such merger, consolidation or conversion it will cooperate with the Lessee in connection with the Lessee's obligation pursuant to Section 10.1 of the Lease to cause to be executed, acknowledged, recorded, and/or filed suitable instruments in writing to confirm the estates, rights and interests of such corporation as secured party under this Security Agreement.

6.11. Conveyance Upon Request of Successor Secured Party. Should any deed, conveyance or instrument in writing from the Debtor be required by any successor secured party for more fully and certainly vesting in and confirming to such new secured party such estates, rights, powers and duties, then upon request any and all such deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered, and Debtor shall cooperate with the Lessee in connection with the Lessee's obligation pursuant to Section 10.1 of the Lease to cause the same to be recorded and/or filed.

6.12. Acceptance of Appointment by Successor Secured Party. Any new secured party appointed pursuant to any of the provisions hereof shall execute, acknowledge and deliver to the Debtor an instrument accepting such appointment, and thereupon such new secured party, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and trusts of its predecessor in the rights hereunder with like effect as if originally named as secured party herein; but nevertheless, upon the written request of the Debtor or of the successor secured party, the secured party ceasing to act shall execute and deliver an instrument transferring to such successor secured party, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the secured party so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such secured party to the successor secured party so appointed in its or his place.

SECTION 7. LIMITATIONS OF LIABILITY.

It is expressly understood and agreed by and between the Debtor, the Trustor, the Secured Party, the Note Purchasers and their respective successors and assigns that, except as expressly provided in Section 2.2 hereof, this Security Agreement is executed by State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity or personally but solely as Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in

it as such Trustee, that each and all of the representations, undertakings and agreements herein made on the part of the Debtor are each and every one of them made and intended not as personal representations, undertakings and agreements by State Street Bank and Trust Company of Connecticut, National Association or the Trustor, or for the purpose or with the intention of binding State Street Bank and Trust Company of Connecticut, National Association or the Trustor in its individual capacity or personally, but are made and intended for the purpose of binding only the Trust Estate as defined in the Trust Agreement, that this Security Agreement is executed and delivered by State Street Bank and Trust Company of Connecticut, National Association solely in the exercise of the powers expressly conferred upon State Street Bank and Trust Company of Connecticut, National Association as Trustee under the Trust Agreement, that actions to be taken by the Debtor pursuant to its obligations hereunder may, in certain instances, be taken by the Debtor only upon specific authority of the Trustor, that nothing herein contained shall be construed as creating any liability on State Street Bank and Trust Company of Connecticut, National Association or the Trustor, in its individual capacity or personally, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, State Street Bank and Trust Company of Connecticut, National Association or the Trustor, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the Secured Party, the Note Purchasers and by any person claiming by, through or under the Secured Party, and that so far as State Street Bank and Trust Company of Connecticut, National Association or the Trustor, in its individual capacity or personally are concerned, the Secured Party, the Note Purchasers and any person claiming by, through or under the Secured Party, or the Note Purchasers shall look solely to the Collateral for the performance of any obligation under any of the instruments referred to herein; provided, however, that except as herein provided, nothing in this Section 7 shall be construed to limit or otherwise modify the rights and remedies of the Secured Party and the holders of the Notes contained in Section 5 hereof with respect to the Collateral, and provided, further, that nothing contained in this Section 7 shall be construed to limit the liability of State Street Bank and Trust Company of Connecticut, National Association in its individual capacity for any breach of any representations or warranties of State Street Bank and Trust Company of Connecticut, National Association made expressly in its individual capacity and set forth herein or to limit the liability of State Street Bank and Trust Company of Connecticut, National Association for its own gross negligence or willful misconduct. Any obligation of the Debtor hereunder may be performed by the Trustor, and any such performance shall not be construed as revocation of the trust

created by the Trust Agreement. Nothing contained in this Security Agreement shall restrict the operation of the provisions of the Trust Agreement with respect to its revocation or the resignation or removal of the Trustee thereunder.

SECTION 8. MISCELLANEOUS.

8.1. Registration and Execution. The Notes shall be registered as to principal and interest and shall be signed on behalf of the Debtor by its President or any Vice President or any other officer of the Debtor who, at the date of the actual execution thereof, shall be a proper officer to execute the same.

8.2. Payment of the Notes. (a) The principal of, and premium, if any, and interest on the Notes shall be payable by wire transfer of immediately available funds, in the case of any original Note Purchaser, as provided in Section 6.5 or as such Note Purchaser shall otherwise designate, and in the case of all other holders of the Notes, to such bank or trust company in the continental United States for the account of such holder as the holder shall designate to the Debtor from time to time in writing, and if no such designation is in effect, by check, duly mailed, by first class, postage prepaid, or delivered to such holder at its address appearing on the Register as defined in Section 8.3. All payments so made shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sums so paid. Each holder (or the person for whom such holder is a nominee) by its acceptance of any Note agrees that, before selling, transferring or otherwise disposing of such Note, it will present such Note to the Debtor for transfer and notation as provided in Sections 8.4 and 8.5.

(b) All amounts constituting payment of the installments of rental under the Lease or Stipulated Loss Value received by the Secured Party and applied on the Notes pursuant to Section 4 hereof shall be valid and effectual to satisfy and discharge the liability upon such Notes to the extent of the amounts so received and applied.

8.3. The Register. The Debtor will keep a register for the registration and transfer of Notes (herein called the "Register"). The names and addresses of the holders of the Notes, the transfers of the Notes and the names and addresses of the transferees of all Notes shall be registered in the Register, with copies to be provided by the Debtor to the Secured Party. The Debtor hereby appoints the Security Trustee as its agent to hold the Register.

8.4. Prepayment; Redemption Premium. (a) Except in the case of a prepayment of the Notes in connection with an early termination of the Lease pursuant to Section 19 of the Lease, the Notes may be prepaid at any time, in whole or in part, by payment of the principal amount of the Notes, or portion thereof to be prepaid, and accrued interest thereon to the date of such prepayment, together with the applicable Redemption Premium; provided that no Redemption Premium shall be payable for a prepayment in connection with a Casualty Occurrence or an Event of Default. The Notes may be prepaid at any time after April 30, 1998 in connection with an early termination of the Lease pursuant to Section 19 of the Lease, in whole or in part, by payment of the principal amount of the Notes, or portion thereof to be prepaid, and accrued interest thereon to the date of such prepayment, together with, if such prepayment occurs on or before the expiration of the original Weighted Average Life to Maturity of the Notes, the applicable Redemption Premium.

(b) The "Redemption Premium" to be paid pursuant to Section 8.4(a) shall be a premium equal to the amount, if any, by which (i) the present value as of the date of prepayment (discounted at the Equivalent Credit Reference Rate compounded semiannually for the Discount Period) of the amount of interest which would be payable on the principal amount of such prepayment for the Discount Period at the interest rate per annum of the Notes being prepaid, payable semiannually, beginning on the first interest payment date after the date of such payment exceeds (ii) the present value as of the date of prepayment (discounted at the Equivalent Credit Reference Rate compounded semiannually for the Discount Period) of the amount of interest which would be payable on the principal amount of such prepayment for the Discount Period assuming the interest rate on such principal amount was the Equivalent Credit Reference Rate as of the date of prepayment payable semiannually, beginning on the first interest payment date after the date of such payment.

(c) The "Equivalent Credit Reference Rate" applicable to any prepayment shall be the rate per annum equal to 50 basis points over the arithmetic average of the two most recent weekly average yields to maturity for actively traded marketable U.S. Treasury fixed interest rate securities with a maturity equal to the Weighted Average Life to Maturity of such Notes, as published by the Federal Reserve Board in its Statistical Release H.15 for the two calendar weeks ending on the Saturday next preceding the date of such prepayment or, if such average is not published for such period, of such reasonably comparable index as may be designated by the Note Purchasers for such period.

(d) "Discount Period" shall mean a period equal to the remaining Weighted Average Life to Maturity of the Notes as of the date of prepayment.

(e) The "Weighted Average Life to Maturity" of the Notes means as at the time of the determination thereof the number of years obtained by dividing the then Remaining Dollar-years of such Notes by the then outstanding principal amount of such Notes. The term "Remaining Dollar-years" of any Notes means the amount obtained by (1) multiplying the amount of each then remaining required repayment or redemption (including the repayment at final maturity), by the number of years (calculated at the nearest one-twelfth) which will elapse between the date of determination of the Weighted Average Life to Maturity of such Notes and the date of that required repayment and (2) totaling all the products obtained in (1).

8.5. Transfers and Exchanges of Notes; Lost or Mutilated Notes.

(a) The holder of any Note may transfer such Note upon the surrender thereof at the principal corporate office of the Debtor. Thereupon, the Debtor shall execute in the name of the transferee a new Note or Notes in denominations not less than $250,000 (or such lesser amount as shall constitute 100% of the principal amount of the Notes of such holder) in aggregate principal amount equal to the unpaid principal amount of the Note so surrendered and deliver such new Note or Notes to the Debtor for delivery to such transferee.

(b) The holder of any Note or Notes may surrender such Note or Notes at the principal office of the Debtor, accompanied by a written request for a new Note or Notes in the same aggregate principal amount as the then unpaid principal amount of the Note or Notes so surrendered and in denominations of $250,000 (or such lesser amount as shall constitute 100% of the principal amount of the Notes of such holder) or such amount in excess thereof as may be specified in such request. Thereupon, the Debtor shall execute in the name of such holder a new Note or Notes in the denomination or denominations so requested (but not less than $250,000 (or such lesser amount as shall constitute 100% of the principal amount of the Notes of such holder)) and in the aggregate principal amount equal to the aggregate unpaid principal amount of the Note or Notes so surrendered and deliver such new Note or Notes to such holder, and shall advise the Secured Party thereof.

(c) All Notes presented or surrendered for exchange or transfer shall be accompanied (if so required by the Debtor) by a written instrument or instruments of assignment or transfer, in form satisfactory to the Debtor and to the Secured Party, duly executed by the registered holder or by its attorney duly authorized in writing. The Debtor shall not be required to make a transfer or an exchange of any Note for a period of ten days preceding any installment payment date with respect thereto. The Debtor may absolutely rely on any signature purporting to be correct and shall have no duty of inquiry upon any such presentation or surrender of Notes for exchange or transfer.

(d) No notarial act shall be necessary for the transfer or exchange of any Note pursuant to this Section 8.5, and the holder of any Note issued as provided in this Section 8.5 shall be entitled to any and all rights and privileges granted under this Security Agreement to a holder of a Note.

(e) In case any Note shall become mutilated or be destroyed, lost or stolen, the Debtor, upon the written request of the holder thereof, shall execute and deliver a new Note in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen. The applicant for a substituted Note shall furnish to the Debtor and the Secured Party such security or indemnity as may be required by the Debtor or the Secured Party to save it harmless from all risks, and the applicant shall also furnish to the Debtor evidence to its satisfaction of the mutilation, destruction, loss or theft of the applicant's Note and of the ownership thereof. In case any Note which has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Debtor may, instead of issuing a substituted Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note), if the applicant for such payment shall furnish to the Debtor and the Secured Party such security or indemnity as the Debtor or the Secured Party may require to save it harmless, and shall furnish evidence to the satisfaction of the Debtor of the mutilation, destruction, loss or theft of such Note and the ownership thereof. If any Note Purchaser, or its nominee, is the owner of any such lost, stolen or destroyed Note, then the affidavit of the President, Vice President, Treasurer or Assistant Treasurer of such Note Purchaser setting forth the fact of loss, theft or destruction and of its ownership of the Note at the time of such loss, theft or destruction shall be accepted as satisfactory evidence thereof and no indemnity shall be required as a condition to

the execution and delivery of a new Note other than the written agreement of such Note Purchaser to indemnify the Debtor or the Secured Party for any claims or action against it (and for its attorney's fees) resulting from the issuance of such new Note or the reappearance of the old Note. The Debtor shall advise the Secured Party when any new Note is issued pursuant to this Section 8.5(e) as to the details relating to such issuance.

8.6. The New Notes.

(a) Each new Note (herein, in this Section 8.6, called a "New Note") issued pursuant to Section 8.5(a), (b) or (e) in exchange for or in substitution or in lieu of an outstanding Note (herein, in this Section 8.6, called an "Old Note") shall be dated the date of such Old Note. The Secured Party shall mark on each New Note (i) the dates to which principal and interest have been paid on such Old Note, (ii) all payments and prepayments of principal previously made on such Old Note which are allocable to such New Note, and (iii) the amount of each installment payment payable on such New Note. Each installment payment payable on such New Note on any date shall bear the same proportion to the installment payment payable on such Old Note on such date as the original principal amount of such New Note bears to the original aggregate principal amount of such Old Note. Interest shall be deemed to have been paid on such New Note to the date on which interest shall have been paid on such Old Note, and all payments and prepayments of principal marked on such New Note, as provided in clause (ii) above, shall be deemed to have been made thereon.

(b) Upon the issuance of a New Note pursuant to Section 8.5(a), (b) or (e), the Debtor may require the payment of a sum to reimburse it for, or to provide it with funds for, the payment of any tax or other governmental charge or any other charges and expenses connected therewith which are paid or payable by the Debtor.

(c) All New Notes issued pursuant to Section 8.5(a), (b) or (e) in exchange for or in substitution or in lieu of Old Notes shall be valid obligations of the Debtor evidencing the same debt as the Old Notes and shall be entitled to the benefits and security of this Security Agreement to the same extent as the Old Notes.

(d) Upon the issuance of any Note pursuant to this Security Agreement, the Secured Party may submit to the Trustor a request that the Trustor prepare and deliver to the Secured Party an amortization schedule with respect to

such Note setting forth the amount of the installment payments to be made on such Note after the date of issuance thereof and the unpaid principal balance of such Note after each such installment payment. The Secured Party shall deliver, or send by first-class mail, postage prepaid, one copy of the applicable schedule to the holder of such Note at its address set forth in the Register.

8.7. Cancellation of Notes. All Notes surrendered for the purpose of payment, redemption, transfer or exchange shall be delivered to the Debtor for cancellation or, if surrendered to the Debtor, shall be cancelled by it, and no Notes shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Security Agreement.

8.8. Registered Owner. The person in whose name any Note shall be registered shall be deemed and treated as the owner thereof for all purposes of this Security Agreement and neither the Debtor nor the Secured Party shall be affected by any notice to the contrary. Payment of or on account of the principal of, premium, if any, and interest on such Note shall be made only to or upon the order in writing of such registered owner. For the purpose of any request, direction or consent hereunder, the Debtor and the Secured Party may deem and treat the registered owner of any Note as the owner thereof without production of such Note.

8.9. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Secured Party, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

8.10. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision herein contained unenforceable or invalid, provided that nothing contained in this Section 8.10 shall be construed to be in derogation of any rights or immunities of the Debtor in its individual capacity or of the Trustor under Section 7 hereof, or to amend or modify any limitations or restrictions of the Secured Party or the holder of any Note or their respective successors or assigns under said Section 7.

8.11. Communications. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in

respect of any matter) when delivered personally or three days after being deposited in the United States mail, certified or registered, postage prepaid, by facsimile transmission or by overnight courier addressed as follows:

If to the Debtor:	State Street Bank and Trust Company of Connecticut, National Association 100 Constitution Plaza Hartford, CT 06103 Attention: Corporate Trust Department (with a copy of such communication to the Trustor) Telecopy: (203) 244-6999
If to the Trustor:	Connell Finance Company, Inc. 45 Cardinal Drive Westfield, NJ 07090-1099 Attention: President Telecopy: (201) 233-1070
If to the Secured Party:	The Connecticut National Bank 777 Main Street Hartford, CT 06115 Attention: Corporate Trust Department (1990 Detroit Edison Leveraged Lease Transaction) Telecopy: (203) 240-7920
If to any holder of Notes:	At its address for notices set forth in the Register

or to any such party at such other address as such party may designate by notice duly given in accordance with this Section to the other parties.

8.12. Supplemental Security Agreements; Waivers. (a) Supplemental Security Agreements Without Noteholders' Consent. The Debtor and the Secured Party from time to time and at any time, subject to the restrictions in this Security Agreement contained, may enter into an agreement or agreements supplemental

hereto and which thereafter shall form a part hereof for any one or more of the following purposes:

(i) to add to the covenants and agreements to be observed by, and to surrender any right or power reserved to or conferred upon the Debtor;

(ii) to subject to the security interest of this Security Agreement additional property hereafter acquired by the Debtor and intended to be subjected to the security interest of this Security Agreement, and to correct and amplify the description of any property subject to the security interest of this Security Agreement; or

(iii) to permit the qualification of this Security Agreement under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, except that nothing herein contained shall permit or authorize the inclusion of the provisions referred to in Section 316(a)(2) of said Trust Indenture Act of 1939 or any corresponding provision in any similar Federal statute hereafter in effect;

and the Debtor covenants to perform all requirements of any such supplemental agreement. No restriction or obligation imposed upon the Debtor may, except as otherwise provided in this Security Agreement, be waived or modified by such supplemental agreements, or otherwise.

(b) Waivers and Consents by Noteholders; Supplemental Security Agreements with Noteholders' Consent. Upon the waiver or consent of the holders of at least 66-2/3% in aggregate principal amount of the Notes exclusive of any Notes held by the Lessee, the Trustor or the Debtor, (x) the Debtor may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Security Agreement or any agreement supplemental hereto, or (y) the Debtor and the Secured Party may enter into an agreement or agreements supplemental hereto for the purpose of adding, changing or eliminating any provisions of this Security Agreement or of any agreement supplemental hereto or modifying in any manner the rights and obligations of the holders of the Notes and the Debtor; provided, that no such waiver or supplemental agreement shall (i) impair or affect the right of any holder to receive payments or prepayments of the principal of and payments of the interest or premium, if any, on its Note, as therein and herein provided, without the consent of such holder, (ii) permit the creation of any Lien with respect to any of the Collateral, without the consent of the holders of all the Notes

at the time outstanding, (iii) effect the deprivation of the holder of any Note of the benefit of the security interest of this Security Agreement upon all or any part of the Collateral without the consent of such holder, (iv) reduce the aforesaid percentage of the aggregate principal amount of Notes, the holders of which are required to consent to any such waiver or supplemental agreement pursuant to this Section, without the consent of the holders of all of the Notes at the time outstanding, or (v) modify the rights, duties or immunities of the Secured Party, without the consent of the holders of all of the Notes at the time outstanding.

(c) Notice of Supplemental Security Agreements. Promptly after the execution by the Debtor and the Secured Party of any supplemental agreement pursuant to the provisions of paragraph (a) or (b) of this Section, the Secured Party shall give written notice, setting forth in general terms the substance of such supplemental agreement, together with a conformed copy thereof, mailed, first-class, postage prepaid, to each holder of the Notes. Any failure of the Secured Party to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental agreement.

(d) Opinion of Counsel Conclusive as to Supplemental Security Agreements. The Secured Party is hereby authorized to join with the Debtor in the execution of any such supplemental agreement authorized or permitted by the terms of this Security Agreement and to make the further agreements and stipulations which may be therein contained, and the Secured Party may receive an opinion of counsel as conclusive evidence that any supplemental agreement executed pursuant to the provisions of this Section 8.12 complies with the requirements of this Section 8.12.

8.13. Amendments. Subject to Section 8.12, this Security Agreement may, from time to time and at any time, be amended or supplemented by an instrument or instruments in writing executed by the parties hereto.

8.14. Release. The Secured Party shall release this Security Agreement and the security interest granted hereby by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid or discharged.

8.15. Governing Law. This Security Agreement and the Notes shall be construed in accordance with and governed by the laws of the State of New York without regard to principles of conflicts of law; provided, however, that the Secured Party shall

be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

8.16. Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

8.17. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

8.18. Definitions. Capitalized terms used herein without definition are used as defined in the Lease and the Participation Agreement.

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Security Agreement to be executed, as of the day and year first above written.

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as trustee under DEC Trust No. 1990-3

By: _____
Its: VICE PRESIDENT

[CORPORATE SEAL]

ATTEST:

By: _____
Its: ASSISTANT SECRETARY

THE CONNECTICUT NATIONAL BANK, as Security Trustee

By: _____
Its:

[CORPORATE SEAL]

ATTEST:

By: _____
Its:

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 30th day of November, 1990, before me personally appeared Lese Amato and Dennis Fisher, to me personally known, who being by me duly sworn, say that they are a VICE PRESIDENT and Assistant Secretary of State Street Bank and Trust Company of Connecticut, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors on this day; and they acknowledged that the execution of the foregoing instrument was the gree act and deed of said corporation.

Maryanne C. Young
Notary Public

[SEAL]

My commission expires: MARYANNE C. YOUNG
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

STATE OF)
) SS
COUNTY OF)

On this ___ day of November, 1990, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are a _____ and _____, respectively, of The Connecticut National Bank, that one of th seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors onthis day; and they acknowledged that the execution of the foregoing instrument was the free ct and deed of said corporation.

_____
Notary Public

[SEAL]

My commission expires:

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Security Agreement to be executed, as of the day and year first above written.

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as trustee under DEC Trust No. 1990-3

By:_____
Its:

[CORPORATE SEAL]

ATTEST:

By:_____
Its:

THE CONNECTICUT NATIONAL BANK, as Security Trustee

By:_____
Its: Vice President

[CORPORATE SEAL]

ATTEST:

By:_____
Its: MARK A. FORGETTA
VICE PRESIDENT

STATE OF)
) SS
COUNTY OF)

On this ___ day of November, 1990, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are a _____ and _____ of State Street Bank and Trust Company of Connecticut, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors on this day; and they acknowledged that the execution of the foregoing instrument was the gree act and deed of said corporation.

_____
Notary Public

[SEAL]

My commission expires:

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 30th day of November, 1990, before me personally appeared MARK A. FORGETTA and PHILIP G. KANE,JR., to me personally known, who being by me duly sworn, say that they are a VICE PRESIDENT and VICE PRESIDENT, respectively, of The Connecticut National Bank, that one of th seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors onthis day; and they acknowledged that the execution of the foregoing instrument was the free ct and deed of said corporation.

Notary Public
DAWN PICCOLI HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

[SEAL]

My commission expires:

DESCRIPTION OF ITEMS OF EQUIPMENT TO BE LEASED

428 aluminum bodied rotary dump high side gondola railcars, DEEX Numbers 5168 through 5210, 5278 through 5320, 5377 through 5445, 5803 through 6000, and 8925 through 8999, manufactured by Thrall Car Manufacturing Company.

SCHEDULE 1
(To Security Agreement - Trust Deed)

DEC Trust 1990-3

STATE STREET BANK AND TRUST COMPANY
OF CONNECTICUT, NATIONAL ASSOCIATION,
not individually but solely
as Trustee under DEC Trust No. 1990-3

SECURED NOTE
(NON-RECOURSE)

No. _____

$ _____ __, 199_

FOR VALUE RECEIVED, the undersigned, STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee (the "Debtor") under that certain Trust Agreement dated as of November 20, 1990 (the "Trust Agreement") between it and Connell Finance Company, Inc. (the "Trustor"), sometimes identified as DEC Trust No. 1990-3, promises to pay to

or registered assigns,
the principal sum of

DOLLARS ($)

together with interest from the date hereof until maturity at the Interest Rate (as defined in the Participation Agreement dated as of November 20, 1990 (the "Participation Agreement") among the Debtor, the Trustor, The Detroit Edison Company (the "Lessee"), The Connecticut National Bank, as security trustee (the "Secured Party") and the persons listed on Schedule 2 thereto, as note purchasers) (computed on the basis of a 360-day year of twelve consecutive 30-day months) on the unpaid principal hereof, in installments as follows:

(i) One installment of interest only on June 14, 1991; followed by

(ii) Thirty seven (37) installments payable on December 14, 1991 and on each June 14 and December 14 thereafter to and including December 14, 2009 in each case in an amount equal to the original principal amount hereof

multiplied by the Total Debt Service percentage opposite the appropriate date set forth in the amortization schedule attached hereto; followed by

(iii) A final installment on June 14, 2010 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date;

and to pay interest on overdue principal and (to the extent legally enforceable) on overdue interest at a rate equal to 12.13% per annum after maturity, whether by acceleration or otherwise, until paid. Both the principal hereof and interest hereon are payable to the registered holder hereof in such coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of the Secured Non-Recourse Notes of the Trustee not exceeding $17,589,088 in aggregate principal amount (the "Notes") which is issued under and pursuant to the Participation Agreement and which is also issued under and equally and ratably with said other Notes secured by that certain Security Agreement-Trust Deed dated as of November 20, 1990 (the "Security Agreement") from the Debtor to the Secured Party. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the collateral, the nature and extent of the security and rights of the Secured Party, the holder or holders of the Notes and of the Debtor in respect thereof.

Certain prepayments are required to be made on this Note and any other Notes outstanding under the Security Agreement, which prepayments will reduce the Principal Repayment installment reflected in the amortization schedule attached hereto as provided in Section 4.1 of the Security Agreement and will reduce the Interest Amount installment reflected thereon in proportion to the reductions of such Principal Repayment installment. The Debtor agrees to make the required prepayments on the Notes in accordance with the provisions of the Security Agreement and the Participation Agreement. This Note is not subject to prepayment except on the terms and conditions provided for in the Security Agreement.

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Debtor, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of New York.

It is expressly understood and agreed by and between the Debtor, the Trustor and the holder of this Note and their respective successors and assigns that this Note is executed by State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity or personally but solely as Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Trustee, that each and all of the representations, undertakings and agreements herein made on the part of the Debtor are each and every one of them made and intended not as personal representations, undertakings and agreements by State Street Bank and Trust Company of Connecticut, National Association or the Trustor, or for the purpose or with the intention of binding State Street Bank and Trust Company of Connecticut, National Association or the Trustor in its individual capacity or personally, but are made and intended for the purpose of binding only the Trust Estate as defined in the Trust Agreement, that this Note is executed and delivered by State Street Bank and Trust Company of Connecticut, National Association solely in the exercise of the powers expressly conferred upon State Street Bank and Trust Company of Connecticut, National Association as Trustee under the Trust Agreement, that nothing herein contained shall be construed as creating any liability on State Street Bank and Trust Company of Connecticut, National Association or the Trustor, in its individual capacity or personally, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, State Street Bank and Trust Company of Connecticut, National Association or the Trustor, to perform any covenant either express or implied contained herein, all such liability, if any, being expressly waived by the holder of this Note and by each and every person now or hereafter claiming by, through or under the holder of this Note, and that so far as State Street Bank and Trust Company of Connecticut, National Association or the Trustor, in its individual capacity or personally is concerned, the holder of this Note and any person claiming by, through or under the holder of this Note shall look solely to the Collateral as defined in the Security Agreement for the performance of any obligation under this Note, provided, however, that except as herein provided, nothing in this paragraph shall be construed to

limit or otherwise modify the rights and remedies of the holder of this Note contained in Section 5 of the Security Agreement with respect to the Collateral (as defined therein), and, provided, further, that nothing contained in this paragraph shall be construed to limit the liability of the Debtor in its individual capacity for any breach of any representations or warranties of the Debtor in its individual capacity set forth in the Participation Agreement or the Security Agreement or to limit the liability of the Debtor for gross negligence or willful misconduct. Any obligation of the Debtor hereunder may be performed by the Trustor, and any such performance shall not be construed as revocation of the trust created by the Trust Agreement. Nothing contained in this Note shall restrict the operation of the provisions of the Trust Agreement with respect to its revocation or the resignation or removal of the Debtor as Trustee thereunder.

IN WITNESS WHEREOF, the Debtor has caused this Note to be duly executed.

STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee under DEC Trust No. 1990-3

By_____
Its_____

NOTICE

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THE NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

AMORTIZATION SCHEDULE TO SECURED NOTE

TRUST NO 1990 - 3

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
12/14/91		5.065000012	5.065000012	100.000000000
6/14/92	1.862953955	5.065000012	6.927953967	98.137046045
12/14/92		4.970641371	4.970641371	98.137046045
6/14/93	2.051671236	4.970641371	7.022312607	96.085374809
12/14/93		4.866724253	4.866724253	96.085374809
6/14/94	2.259505473	4.866724253	7.126229726	93.825869336
12/14/94		4.752280300	4.752280300	93.825869336
6/14/95	2.488393379	4.752280300	7.240673679	91.337475957
12/14/95		4.626243174	4.626243174	91.337475957
6/14/96	2.740467630	4.626243174	7.366710804	88.597008327
12/14/96		4.487438472	4.487438472	88.597008327
6/14/97	3.018077035	4.487438472	7.505515507	85.578931292
12/14/97		4.334572877	4.334572877	85.578931292
6/14/98	3.323808225	4.334572877	7.658381102	82.255123067
12/14/98		4.166221953	4.166221953	82.255123067
6/14/99	3.629191196	4.166221953	7.795413149	78.625931871
12/14/99		3.982403403	3.982403403	78.625931871
6/14/00	2.880073750	3.982403403	6.862477153	75.745858121
12/14/00		3.836527704	3.836527704	75.745858121
6/14/01	2.886220921	3.836527704	6.722748625	72.859637200
12/14/01		3.690340631	3.690340631	72.859637200
6/14/02	5.121764638	3.690340631	8.812105269	67.737872562
12/14/02		3.430923259	3.430923259	67.737872562
6/14/03	4.820593773	3.430923259	8.251517032	62.917278789
12/14/03		3.186760121	3.186760121	62.917278789
6/14/04	7.012443100	3.186760121	10.199203221	55.904835689
12/14/04		2.831579913	2.831579913	55.904835689
6/14/05	8.994895014	2.831579913	11.826474927	46.909940675
12/14/05		2.375988512	2.375988512	46.909940675
6/14/06	9.906077885	2.375988512	12.282066397	37.003862790
12/14/06		1.874245635	1.874245635	37.003862790
6/14/07	10.909563569	1.874245635	12.783809204	26.094299221
12/14/07		1.321676235	1.321676235	26.094299221
6/14/08	12.014702369	1.321676235	13.336378604	14.079596852
12/14/08		0.713131550	0.713131550	14.079596852
6/14/09	13.231791740	0.713131550	13.944923290	0.847805112
12/14/09		0.042941278	0.042941278	0.847805112
6/14/10	0.847805112	0.042941278	0.890746390	0.000000000
12/14/10		0.000000000	0.000000000	0.000000000
6/14/11	0.000000000	0.000000000	0.000000000	0.000000000
	100.000000000	131.183500110	231.183500110	