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OCT 16 1991 - 1 42 PM

INTERSTATE COMM. COM.

1-289A025

October 16, 1991

RECORDATION NO. 17562  
FILED 1425

RECORDATION NO. 17562  
FILED 1425

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

OCT 16 1991 - 1 42 PM

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INTERSTATE COMM. COM.

INTERSTATE COMM. COM.

Re: Lease of Certain Locomotive and Railroad  
Cars from First Security Bank of Utah,  
National Association, to Burlington Northern  
Railroad Company

Dear Mr. Strickland:

Enclosed are an original and two originally executed counterparts of the two primary documents described below and the two secondary documents which also are described below. The secondary documents described as item 1 below is related to the primary document described as item 1 below. The secondary document described as item 2 below is related to the primary document described as item 2 below. All of the enclosed documents are to be recorded pursuant to Section 11303, Title 49, of the United States Code.

The enclosed primary documents are:

- (1) Equipment Lease Agreement dated as of October 1, 1991, between First Security Bank of Utah, National Association as lessor, and Burlington Northern Railroad Company, as lessee.
- (2) Trust Indenture and Security Agreement dated as of October 1, 1991, between First Security Bank of Utah, National Association, as owner

16. Oct 1 1991

*MARY MARTIN FOX*  
*MARY*  
*Mary Martin Fox*

Mr. Sidney L. Strickland, Jr.  
October 16, 1991  
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trustee, and Wilmington Trust Company, as indenture trustee.

The enclosed secondary documents are:

(1) Lease Supplement No. 1 dated October 16, 1991, between First Security Bank of Utah, National Association, as lessor, and Burlington Northern Railroad Company, as lessee. The primary document to which this Lease Supplement is connected is being submitted for recording concurrently herewith.

(2) Trust Indenture Supplement No. 1 dated October 16, 1991, of First Security Bank of Utah, National Association, as owner trustee, and Wilmington Trust Company, as indenture trustee. The primary document to which this Indenture Supplement is connected is being submitted for recording concurrently herewith.

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

Equipment Lease Agreement

Lessor:  
First Security Bank of Utah, (1)  
National Association  
61 South Main Street  
Salt Lake City, Utah 84111

Lessee:  
Burlington Northern Railroad Company  
2900 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

Lease Supplement No. 1

Lessor:  
First Security Bank of Utah,  
National Association  
61 South Main Street

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Salt Lake City, Utah 84111

Lessee: <sup>(4)</sup>

Burlington Northern Railroad Company  
2900 Continental Plaza  
777 Main Street  
Fort Worth, Texas 76102

Trust Indenture and Security Agreement

Owner Trustee: <sup>v Doc</sup>  
First Security Bank of Utah,  
National Association  
61 South Main Street  
Salt Lake City, Utah 84111

Indenture Trustee:  
Wilmington Trust Company ✓  
Rodney Square North  
Wilmington, Delaware 19890

Trust Indenture Supplement No. 1 ✓

Owner Trustee:  
First Security Bank of Utah,  
National Association  
61 South Main Street  
Salt Lake City, Utah 84111

Indenture Trustee:  
Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

The description of the equipment covered by the  
aforesaid Lease and Lease Supplement is as follows:

Fourteen SD60-M locomotives with reporting marks  
BN9250 through BN9263, both inclusive,

Twenty-three GP39-2 locomotives with reporting  
marks BN2759 through BN2761, BN2870 through  
BN2874 and BN2885 through BN2899, all inclusive,

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Two hundred forty aluminum gondola cars with reporting marks BN533641 through BN533880, both inclusive,

One hundred thirty sixty-five foot gondola cars with reporting marks BN580610 through BN580739, both inclusive,

Sixteen single double stack cars with reporting marks BN64003 through BN64018, both inclusive,

Thirty-one triple double stack cars with reporting marks BN64019 through BN64049, both inclusive.

Included in the property covered by the Trust Indenture and Security Agreement are (i) fourteen (14) SD60-M locomotives with reporting marks BN9250 through BN9263 both inclusive, twenty-three (23) GP39-2 locomotives with reporting marks BN2759 through BN2761, BN2870 through BN2874 and BN2885 through BN2899 all inclusive, two hundred forty (240) aluminum gondola cars with reporting marks BN533641 through BN533880 both inclusive, one hundred thirty (130) sixty-five foot gondola cars with reporting marks BN580610 through BN580739 both inclusive, sixteen (16) single double stack cars with reporting marks BN64003 through BN64018 both inclusive, thirty-one (31) triple double stack cars with reporting marks BN64019 through BN64049 both inclusive, and all additions, alterations and modifications thereto or replacements of any part thereof, whenever made or performed or acquired and all other items of tangible personal property of any kind acquired by First Security Bank of Utah, National Association, in connection with the acquisition of the aforementioned equipment, in each case whether acquired at the time of acquisition or thereafter acquired pursuant to the Lease or otherwise, (ii) certain rights of First Security Bank of Utah, National Association, in the Equipment Lease Agreement dated as of October 1, 1991, between First Security Bank of Utah, National Association, as lessor, and Burlington Northern Railroad Company, as lessee, (iii) all right, title and interest of First Security Bank of Utah, National Association, in and to all proceeds, rents, issues, profits, products, revenues and other income, from and on account of the property rights and privileges subjected or required to be subjected to the lien of the Trust Indenture and Security Agreement.

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A fee of Sixty-eight dollars (\$68.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Christopher G. Wilkinson  
White & Case  
1155 Avenue of the Americas  
New York, New York 10036

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

1) Equipment Lease Agreement:

Equipment Lease Agreement dated as of October 1, 1991, between First Security Bank of Utah, National Association, as lessor, 61 South Main Street, Salt Lake City, Utah 84111, and Burlington Northern Railroad Company, as lessee, 2900 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, covering fourteen (14) SD60-M locomotives with reporting marks BN9250 through BN9263 both inclusive, twenty-three (23) GP39-2 locomotives with reporting marks BN2759 through BN2761, BN2870 through BN2874 and BN2885 through BN2899 all inclusive, two hundred forty (240) aluminum gondola cars with reporting marks BN533641 through BN533880 both inclusive, one hundred thirty (130) sixty-five foot gondola cars with reporting marks BN580610 through BN580739 both inclusive, sixteen (16) single double stack cars with reporting marks BN64003 through BN64018 both inclusive, thirty-one (31) triple double stack cars with reporting marks BN64019 through BN64049 both inclusive.

2) Lease Supplement No. 1:

Lease Supplement No. 1 dated October 16, 1991, between First Security Bank of Utah, National Association, as lessor, 61 South Main Street, Salt Lake City, Utah 84111, and Burlington Northern Railroad Company, as lessee, 2900 Continental Plaza, 777 Main

Street, Forth Worth, Texas 76102, covering fourteen (14) SD60-M locomotives with reporting marks BN9250 through BN9263 both inclusive, twenty-three (23) GP39-2 locomotives with reporting marks BN2759 through BN2761, BN2870 through BN2874 and BN2885 through BN2899 all inclusive, two hundred forty (240) aluminum gondola cars with reporting marks BN533641 through BN533880 both inclusive, one hundred thirty (130) sixty-five foot gondola cars with reporting marks BN580610 through BN580739 both inclusive, sixteen (16) single double stack cars with reporting marks BN64003 through BN64018 both inclusive, thirty-one (31) triple double stack cars with reporting marks BN64019 through BN64049 both inclusive.

3) Trust Indenture and Security Agreement:

Trust Indenture and Security Agreement dated as of October 1, 1991, between First Security Bank of Utah, National Association, as lessor, 61 South Main Street, Salt Lake City, Utah 84111, and Burlington Northern Railroad Company, as lessee, 2900 Continental Plaza, 777 Main Street, Forth Worth, Texas 76102, covering fourteen (14) SD60-M locomotives with reporting marks BN9250 through BN9263 both inclusive, twenty-three (23) GP39-2 locomotives with reporting marks BN2759 through BN2761, BN2870 through BN2874 and BN2885 through BN2899 all inclusive, two hundred forty (240) aluminum gondola cars with reporting marks BN533641 through BN533880 both inclusive, one hundred thirty (130) sixty-five foot gondola cars with reporting marks BN580610 through BN580739 both inclusive, sixteen (16) single double stack cars with reporting marks BN64003 through BN64018 both inclusive, thirty-one (31) triple double stack cars with reporting marks BN64019 through BN64049 both inclusive.

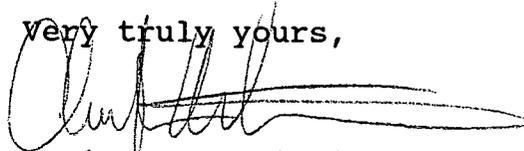
Mr. Sidney L. Strickland, Jr.  
October 16, 1991  
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4) Trust Indenture Supplement No. 1:

Trust Indenture Supplement No. 1 dated October 16, 1991, between First Security Bank of Utah, National Association, as lessor, 61 South Main Street, Salt Lake City, Utah 84111, and Burlington Northern Railroad Company, as lessee, 2900 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, covering fourteen (14) SD60-M locomotives with reporting marks BN9250 through BN9263 both inclusive, twenty-three (23) GP39-2 locomotives with reporting marks BN2759 through BN2761, BN2870 through BN2874 and BN2885 through BN2899 all inclusive, two hundred forty (240) aluminum gondola cars with reporting marks BN533641 through BN533880 both inclusive, one hundred thirty (130) sixty-five foot gondola cars with reporting marks BN580610 through BN580739 both inclusive, sixteen (16) single double stack cars with reporting marks BN64003 through BN64018 both inclusive, thirty-one (31) triple double stack cars with reporting marks BN64019 through BN64049 both inclusive.

If you have any questions, please do not hesitate to call the undersigned.

Very truly yours,



Christopher Wilkinson

RECORDATION NO. 1700 80143

OCT 16 1991 -1 45 PM

INTERSTATE COMMERCE COMMISSION

TRUST INDENTURE AND SECURITY AGREEMENT

Dated as of October 1, 1991  
between

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

and

WILMINGTON TRUST COMPANY,  
as Indenture Trustee

- 14 SD60-M Locomotives
- 23 GP39-2 Locomotives
- 240 Aluminum Gondola Cars
- 130 65' Gondola Cars
- 16 Single Double Stack Cars
- 31 Triple Double Stack Cars

Filed with the Interstate Commerce Commission pursuant to 49  
 U.S.C. § 11303 on \_\_\_\_\_ at \_\_\_\_\_  
 Recordation Number \_\_\_\_\_ and deposited in the Office of the  
 Registrar General of Canada pursuant to Section 90 of the  
 Railway Act of Canada on \_\_\_\_\_, at \_\_\_\_\_  
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TRUST INDENTURE AND SECURITY AGREEMENT

This TRUST INDENTURE AND SECURITY AGREEMENT dated as of October 1, 1991 (this "Indenture"), between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, except as otherwise expressly set forth in Section 6.03 hereof, but solely as trustee under the Trust Agreement referred to below and any successor appointed in accordance with the terms hereof and of the Trust Agreement (herein in such trustee capacity called the "Owner Trustee"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Indenture Trustee hereunder and any successor appointed in accordance with the terms hereof (herein called the "Indenture Trustee");

W I T N E S S E T H :

WHEREAS, the Owner Participant and the Owner Trustee in its individual capacity have entered into the Trust Agreement whereby, among other things, (i) the Owner Trustee has established a certain trust for the use and benefit of the Owner Participant, subject, however, to the Indenture Estate created pursuant hereto for the use and benefit of, and with the priority of payment to, the holders of the Secured Equipment Notes, and (ii) the Owner Trustee is authorized and directed to execute and deliver this Indenture;

WHEREAS, the Owner Trustee and the Indenture Trustee desire by this Indenture, among other things, (i) to provide for the issuance by the Owner Trustee of the Secured Equipment Notes, and (ii) to provide for the assignment, mortgage and pledge by the Owner Trustee to the Indenture Trustee, as part of the Indenture Estate hereunder, among other things, of, and the grant of a first priority security interest in, certain of the Owner Trustee's right, title and interest in and to the Equipment and the Operative Agreements and certain payments and other amounts received hereunder or thereunder, in accordance with the terms hereof, in trust, as security for, among other things, the Owner Trustee's obligations for the equal and ratable benefit of the holders of the Secured Equipment Notes; and

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

#### GRANTING CLAUSE

NOW, THEREFORE, THIS TRUST INDENTURE AND SECURITY AGREEMENT WITNESSETH, that, to secure the prompt payment of the principal of and interest and premium, if any, on and all other amounts due with respect to, the Secured Equipment Notes from time to time outstanding hereunder and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions herein and in the Secured Equipment Notes all for the benefit of the holders of the Secured Equipment Notes, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained, and of the acceptance of the Secured Equipment Notes by the Vendor, the Owner Trustee does hereby sell, grant, assign, transfer, convey, mortgage, pledge, and confirm unto the Indenture Trustee, its successors and assigns, for the security and benefit of the holders of the Secured Equipment Notes from time to time, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the following described property, rights, interests and privileges insofar as it does not constitute Excepted Property (which collectively, including all property hereafter specifically subjected to the lien of this Indenture by any instrument supplemental hereto, but excluding Excepted Property, being herein called "Collateral" or the "Indenture Estate"):

(1) Collateral includes the Equipment described in the Indenture Supplement executed and delivered on the Closing Date, the form of which is attached hereto as Exhibit A and made a part hereof, and any Units of Equipment described in any subsequent Indenture Supplement which constitutes the Equipment leased and delivered under that certain Equipment Lease Agreement dated as of October 1, 1991 (the "Lease") between the Owner Trustee, as lessor, and the Lessee, as lessee; together with (i) all Parts whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, as set forth in the Lease, (ii) all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, except such thereof as

remain the property of the Lessee under the Lease, together with all the rents, issues, income and profits therefrom, and (iii) all proceeds of the Collateral, including, without limitation, insurance proceeds, and products of any of the foregoing.

(2) Collateral also includes all right, title, interest, claims and demands of the Owner Trustee 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 Owner Trustee as lessor under the Lease, including, without limitation:

(a) The immediate and continuing right to receive and collect all Rent, Stipulated Loss Value and Termination Value payments, insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable or receivable by the Owner Trustee under the Lease pursuant thereto, except those sums reserved as Excepted Property;

(b) the right, but not to the exclusion of the Owner Trustee or Owner Participant (i) to receive from the Lessee, certificates and other documents and any information which the Lessee is required to give or furnish to the Lessor, and (ii) to inspect the Equipment and all records relating thereto;

(c) 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 the right of the Owner Trustee or the Owner Participant to receive those sums reserved as Excepted Property; provided, however, that so long as no Indenture Default or Indenture Event of Default shall have occurred and be continuing, the Indenture Trustee may not make any waivers or enter into any amendments to the Lease, any Operative Agreement or any provision thereof without the consent of the Owner Trustee, which consent shall not be unreasonably withheld, and provided, further, that the Indenture Trustee shall not at any time amend any Operative Agreement or waive nonperformance of the Lessee thereunder without the prior written consent of the Owner Trustee in connection with (i) decreasing any payment obligation of the Lessee, (ii) extending any term, (iii) changing the periodicity of any payments, (iv) changing any Equipment maintenance provisions, (v) changing any provisions relating to the return of Equipment or the condition of Equipment, (vi) changing

any indemnification obligations of Lessee which would affect any rights of the Owner Trustee or any Owner Participant or (vii) changing any sublease or assignment rights or obligation of the Lessee; and

(d) except as otherwise provided in Section 4.04(c), the right to take such action upon the occurrence of a Lease Default or a Lease Event of Default, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which the Owner Trustee or any lessor is or may be entitled to do under the Lease, except such rights with respect to, and as are reserved to the Owner Trustee and the Owner Participant in the definition of Excepted Rights in Collateral; it being the intent and purpose hereof that the assignment and transfer to the Indenture Trustee of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Indenture Trustee shall have the right to collect and receive all Rent and Stipulated Loss Value and Termination Value payments and other sums for application in accordance with the provisions of Section 3 hereof at all times during the period from and after the date of this Indenture until the indebtedness hereby secured has been fully paid and discharged.

(3) All right, title, interest, claims and demands of the Owner Trustee in, to and under

(a) The Vendor Bill of Sale;

(b) the Vendor Assignment of Warranties; and

(c) any and all other contracts and agreements relating to the Equipment (including any sublease thereof) or any rights or interests therein to which the Owner Trustee is now or may hereafter be a party,

together with all rights, powers, privileges, licenses, easements, options and other benefits of the Owner Trustee under each thereof, including, without limitation, the right to make all waivers and agreements (subject to Granting Clause (2)(c) above), to give and receive all notices and other instruments or communications, to take such action upon the occurrence of a default thereunder, including the

commencement, conduct and consummation of legal, administration or other proceedings, as shall be permitted thereby or by law, and to do any and all other things which the Owner Trustee is or may be entitled to do thereunder.

(4) The Indenture Trustee, 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 Owner Trustee shall pay or cause to be paid all the indebtedness hereby secured then these presents and the estate hereby granted and conveyed shall cease and this Indenture shall become null and void, and in such event the Indenture Trustee shall (upon the request of the Owner Trustee and at no cost to the Indenture Trustee) execute and deliver to the Owner Trustee such instrument or instruments as may be necessary or appropriate in order to make clear upon the public records the title of the Owner Trustee in and to the Collateral; otherwise this Indenture shall remain in full force and effect.

Notwithstanding the foregoing provisions:

(a) there shall be excluded from the foregoing sale, assignment, transfer, conveyance, mortgage, pledge or security interest granted by this Indenture all Excepted Property;

(b) (i) whether or not a Lease Event of Default shall occur and be continuing, the Owner Trustee and the Owner Participant shall at all times retain the right, to the exclusion of the Indenture Trustee (A) to Excepted Property and to commence an action at law to obtain such Excepted Property and (B) to adjust Basic Rent and the percentages relating to Stipulated Loss Value and Termination Value as provided in Section 3.4 of the Lease and Section 2.6 of the Participation Agreement;

(ii) whether or not a Lease Event of Default shall occur and be continuing, the Owner Trustee and the Indenture Trustee shall each retain the right to receive from Lessee all notices, certificates, reports, filings, opinions of counsel, copies of all documents and all information which the Lessee is permitted or required to give or furnish to the "Lessor" pursuant to the Lease or to the Owner Trustee pursuant to any other Operative Agreement, to give any notice of default under Section 14(b), 14(d) or 14(g) of the Lease and to declare the Lease in default in respect thereof and to retain the

right to cause the Lessee to take any action and execute and deliver such documents and assurances as the "Lessor" may from time to time reasonably request pursuant to Section 16.3 of the Lease;

(iii) so long as no Indenture Event of Default shall have occurred and be continuing (but subject to the provisions of Section 9.05), the Owner Trustee shall retain the right, to the exclusion of the Indenture Trustee, to exercise all rights of the "Lessor" (but not the rights of the "Indenture Trustee") under the Lease (other than the right to receive any funds to be delivered to the "Lessor" under the Lease (except funds which constitute or are delivered with respect to Excepted Property));

(c) the leasehold interest granted to the Lessee under the Lease shall not be subject to the security interest granted by this Indenture, and nothing in this Indenture shall affect the rights of the Lessee under the Lease so long as no Lease Event of Default has occurred and is continuing; and

(d) as between the Owner Trustee and the Indenture Trustee, so long as no Indenture Event of Default shall have occurred and be continuing, nothing contained in this Granting Clause shall prevent the Owner Trustee, as the "Lessor" under the Lease, from seeking specific performance of the covenants of the Lessee under the Lease relating to the protection, insurance, maintenance, possession and use of the Equipment and from maintaining separate insurance with respect to the Equipment to the extent permitted by Section 12 of the Lease.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders of the Secured Equipment Notes from time to time, without any priority of any one Secured Equipment Note over any other, and for the uses and purposes, and subject to the terms and provisions, set forth in this Indenture.

It is expressly agreed that anything herein contained to the contrary notwithstanding, the Owner Trustee shall remain liable under each of the Operative Agreements to which it is a party to perform all of the obligations, if any, assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and the

Indenture Trustee and the holders shall have no obligation or liability under any of the Operative Agreements to which the Owner Trustee is a party by reason of or arising out of this assignment, nor shall the Indenture Trustee (except as to the Indenture Trustee, if the Indenture Trustee shall have become the "Lessor" under the Lease) or the holders be required or obligated in any manner to perform or fulfill any obligations of the Owner Trustee under or pursuant to any of the Operative Agreements to which the Owner Trustee is a party or, except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

The Owner Trustee does hereby constitute the Indenture Trustee the true and lawful attorney of the Owner Trustee, irrevocably, with full power (in the name of the Owner Trustee or otherwise) to ask, require, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all moneys and claims for moneys due and to become due to the Owner Trustee (other than Excepted Property), under or arising out of the Lease (subject to the provisions of Section 9.05(b)(1)), the Vendor Assignment of Warranties, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Indenture Trustee may deem to be necessary or advisable in the premises. The Owner Trustee has irrevocably directed the Lessee to make all payments of Rent (other than Excepted Property) payable to the Owner Trustee by the Lessee and all other amounts which are required to be paid to or deposited with the Owner Trustee pursuant to the Lease directly to the Indenture Trustee at such address as the Indenture Trustee shall specify, for application as provided in this Indenture. The Owner Trustee agrees that promptly on receipt thereof, it will transfer to the Indenture Trustee any and all moneys from time to time received by it constituting part of the Indenture Estate, for distribution by the Indenture Trustee pursuant to this Indenture, except that the Owner Trustee shall accept for distribution pursuant to the Trust Agreement any amounts distributed to it by the Indenture Trustee as expressly provided in this Indenture and any Excepted Property.

The Owner Trustee agrees that at any time and from time to time, upon the written request of the Indenture Trustee, the Owner Trustee will promptly and duly execute and

deliver or cause to be executed and delivered any and all such further instruments and documents as the Indenture Trustee may deem desirable in obtaining the full benefits of this assignment and of the rights and powers herein granted.

The Owner Trustee does hereby warrant and represent that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as the assignment hereunder shall remain in effect, any of its right, title or interest hereby assigned, to anyone other than the Indenture Trustee, and that it will not, except as provided in or permitted by this Indenture, accept any payment from the Lessee, enter into an agreement amending or supplementing any of the Operative Agreements, execute any waiver or modification of, or consent under the terms of any of the Operative Agreements, settle or compromise any claim (other than claims in respect of Excepted Property) against the Lessee arising under any of the Operative Agreements, or submit or consent to the submission of any dispute, difference or other matter arising under or in respect of any of the Operative Agreements, to arbitration thereunder.

IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. Certain Definitions. Unless the context otherwise requires, all capitalized terms used herein and not otherwise defined shall have the meanings set forth in Appendix A hereto for all purposes of this Indenture. All references to articles, sections, clauses, schedules and appendices in this Indenture are to articles, sections, clauses, schedules and appendices in and to this Indenture unless otherwise indicated.

## ARTICLE II

### THE SECURED EQUIPMENT NOTES

Section 2.01. Form of Secured Equipment Notes. The Secured Equipment Notes shall be substantially in the form set forth below:

NOTICE

THIS SECURED EQUIPMENT NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS SECURED EQUIPMENT 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.

THIS SECURED EQUIPMENT NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,  
Not Individually but Solely as Owner Trustee  
Under a Trust Agreement dated as of October 1, 1991

\_\_\_\_\_ % ~~SERIES~~ \_\_\_\_\_ SECURED EQUIPMENT NOTE  
DUE \_\_\_\_\_

(Secured by, among others, Lease Obligations of Burlington Northern Railroad Company) *things*

Issued in Connection with  
certain Railroad Rolling Stock

No. \_\_\_\_\_ New York, New York ,  
\$ \_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_, not in its individual capacity, but solely as owner trustee (herein in such capacity called the "Owner Trustee") under that certain Trust Agreement dated as of October 1, 1991, as from time to time supplemented and amended (herein called the "Trust Agreement"), between the Owner Trustee in its individual capacity and the institution referred to therein as the "Owner Participant", hereby promises to pay to \_\_\_\_\_, or registered assigns, the principal sum of \$ \_\_\_\_\_, in lawful currency of the United States of America, in installments payable on the dates set forth in Exhibit A hereto, commencing [insert first principal payment date] and thereafter to and including [insert final principal payment date], each such installment to be in an amount equal to the corresponding percentage of the original Equipment Cost hereof set forth in Exhibit A hereto, together with interest thereon on the amount of such principal amount remaining unpaid from time to time from and including the date hereof until such principal amount shall be due and payable, payable on \_\_\_\_\_, 1991 and on

each \_\_\_\_\_ and \_\_\_\_\_ thereafter to the maturity date hereof at the rate of \_\_\_\_\_% per annum (computed on the basis of a 360-day year of twelve 30-day months).

This Secured Equipment Note shall bear interest, payable on demand, at the Past Due Rate on any part of the principal, premium, if any, and, to the extent permitted by applicable law, interest due under this Secured Equipment Note not paid when due for any period during which the same shall be overdue.

All payments of principal and interest and premium, if any, to be made hereunder and under the Trust Indenture and Security Agreement dated as of October 1, 1991 as from time to time amended and supplemented (herein called the "Indenture", the defined terms therein not otherwise defined herein being used herein with the same meanings), between the Owner Trustee and Wilmington Trust Company, as Indenture Trustee thereunder for the holder of this Secured Equipment Note and the holders of other Secured Equipment Notes outstanding thereunder (herein in such capacity called the "Indenture Trustee") shall be made only from the income and proceeds from the Indenture Estate and only to the extent that the Indenture Trustee shall have sufficient income or proceeds from the Indenture Estate to make such payments in accordance with the terms of Article III of the Indenture. Each holder hereof, by its acceptance of this Secured Equipment Note, agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to the holder hereof as provided in the Indenture and that none of the Owner Trustee, the Owner Participant, the Indenture Trustee or their permitted successors and assigns is or shall be personally liable to the holder hereof for any amount payable under this Secured Equipment Note or the Indenture or, except as expressly provided in the Participation Agreement or the Indenture, for any liability under the Participation Agreement or (in the case of the Owner Trustee or the Indenture Trustee) the Indenture.

Payments with respect to the principal amount hereof, premium, if any, and interest thereon shall be payable in U.S. dollars in immediately available funds at the principal bond and trustee administration office of the Indenture Trustee, or as otherwise provided in the Indenture. Each such payment shall be made on the date such payment is due and, except for the last payment of principal hereof, without any presentment or surrender of this Secured

Equipment Note. Whenever the date scheduled for any payment to be made hereunder or under the Indenture shall not be a Business Day, then such payment need not be made on such scheduled date but may be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

Each holder hereof, by its acceptance of this Secured Equipment Note, agrees that each payment received by it hereunder shall be applied, first, to the payment of accrued but unpaid interest on this Secured Equipment Note then due, second, to the payment of the unpaid principal amount of this Secured Equipment Note then due, and third, to the payment of any premium then due.

This Secured Equipment Note is one of the Secured Equipment Notes referred to in the Indenture which have been or are to be issued by the Owner Trustee pursuant to the terms of the Indenture. The Indenture Estate is held by the Indenture Trustee as security for the Secured Equipment Notes. Reference is hereby made to the Indenture for a statement of the rights of the holder of, and the nature and extent of the security for, this Secured Equipment Note, as well as for a statement of the terms and conditions of the trusts created by the Indenture, to all of which terms and conditions in the Indenture each holder hereof agrees by its acceptance of this Secured Equipment Note.

This Secured Equipment Note is not subject to redemption or prepayment except as provided in Sections 2.10, 3.02 and 3.03 of the Indenture. This Secured Equipment Note is subject to purchase by the Owner Participant without a premium as provided in Section 4.04(b) of the Indenture. The holder hereof, by its acceptance of this Secured Equipment Note, agrees to be bound by said provisions.

This Secured Equipment Note is a registered Secured Equipment Note and is transferable, as provided in the Indenture, only upon surrender of this Secured Equipment Note for registration of transfer duly endorsed by, or accompanied by a written statement of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing. Prior to the due presentation for registration of transfer of this Secured Equipment Note, the Owner Trustee and the Indenture Trustee may deem and treat the registered

holder of this Secured Equipment Note as the absolute owner and holder hereof for the purpose of receiving payment of all amounts payable with respect hereto and for all other purposes and shall not be affected by any notice to the contrary.

Inquiries should be made to the Indenture Trustee if clarification as to the balance due hereunder is required.

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

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

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in  
its individual capacity, but  
solely as Owner Trustee

By: \_\_\_\_\_

[FORM OF INDENTURE TRUSTEE'S CERTIFICATE OF  
AUTHENTICATION]

This is one of the Secured Equipment Notes referred  
to in the within-mentioned Indenture.

WILMINGTON TRUST COMPANY,  
as Indenture Trustee

By: \_\_\_\_\_  
Authorized Officer

[Here insert Exhibit A, Amortization Schedule]

Section 2.02. Terms of Secured Equipment Notes.  
There shall be issued and delivered to the Vendor one or more  
Secured Equipment Notes having the terms set forth in Exhibit  
B, which Secured Equipment Notes shall evidence indebtedness  
of the Owner Trustee to the Vendor for the balance of the  
purchase price of the Equipment in connection with the  
purchase of the Equipment by the Owner Trustee from the  
Vendor, such Secured Equipment Note or Secured Equipment  
Notes to be substantially in the form set forth in Section  
2.01, with deletions and insertions as appropriate, duly  
authenticated by the Indenture Trustee and dated the Closing  
Date of the Equipment.

The principal amount of and interest on each  
Secured Equipment Note issued pursuant to the provisions of  
this Indenture shall be payable as set forth in the form  
thereof contained in Section 2.01 and Annex A. Interest  
accrued on the Secured Equipment Notes shall be computed on  
the basis of a 360-day year of twelve 30-day months on the  
principal amount thereof remaining unpaid from time to time  
from and including the date thereof to but excluding the date  
of payment. The Owner Trustee shall furnish to the Indenture  
Trustee a copy of each Secured Equipment Note issued pursuant  
to the provisions of this Indenture.

Each Secured Equipment Note outstanding hereunder  
shall be identical (including in respect of amortization  
schedules) except in respect of principal amount thereof.  
The aggregate principal amount of Secured Equipment Notes  
which may be outstanding at any one time shall be limited to  
the aggregate amount set forth in Exhibit B hereto.

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

Section 2.03. Payment from Indenture Estate Only.  
All payments to be made under the Secured Equipment Notes and this Indenture shall be made only from the income and the proceeds from the Indenture Estate and only to the extent that the Indenture Trustee shall have received sufficient income or proceeds from the Indenture Estate to make such payments in accordance with the terms of Article III hereof. Each holder of a Secured Equipment Note, by its acceptance of such Secured Equipment Note, agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to such holder as herein provided and that none of the Owner Trustee, the Owner Participant, the Indenture Trustee or their permitted successors and assigns is or shall be personally liable to the holder of any Secured Equipment Note for any amount payable under such Secured Equipment Note or the Indenture or, except as expressly provided in the Participation Agreement or the Indenture, for any liability under the Participation Agreement or (in the case of the Owner Trustee or the Indenture Trustee) the Indenture.

Section 2.04. Method of Payment.

(a) The principal of and Make-Whole Amount, if any, and interest on each Secured Equipment Note will be payable by the Owner Trustee in U.S. dollars in immediately available funds on the due date thereof. The principal of and Make-Whole Amount, if any, and interest on each Secured Equipment Note will be payable by the Indenture Trustee in U.S. dollars in immediately available funds not later than 1:30 p.m. (New York City time), on the due date thereof at the principal corporate trust administration office of the Indenture Trustee or as otherwise directed in the manner provided herein. Notwithstanding the foregoing or any provision in any Secured Equipment Note to the contrary, the Indenture Trustee will pay, or cause to be paid, if so requested by any holder of a Secured Equipment Note by written notice to the Owner Trustee and the Indenture Trustee (which, in the case of the Vendor, shall be deemed to be given by reference to the payment instructions given in Schedule 2 to the Participation Agreement for the Vendor), all amounts payable by the Indenture Trustee hereunder to such holder or a nominee therefor either (i) by wire transfer in immediately available funds not later than 1:30 p.m. (New

York City time) on the due date thereof to an account maintained by such holder with a bank in the United States the amount to be distributed to such holder or (ii) by mailing a check denominated in U.S. dollars to such holder at such address as such holder shall have specified in such notice, in any case without any presentment or surrender of any Secured Equipment Note, except that the holder of a Secured Equipment Note shall surrender such Secured Equipment Note to the Indenture Trustee upon payment in full of the principal amount of and interest on such Secured Equipment Note and such other sums payable to such holder hereunder or under the Secured Equipment Note provided that, with respect to any payment made pursuant to clause (i) above, any amount due under a Secured Equipment Note that (A) is not paid by 1:30 p.m. (New York City time) on the due date thereof at the place specified above and (B) is not received and credited to the account of the holder of such Secured Equipment Note on such date, shall be deemed to have been received on the next succeeding Business Day, and interest thereon from the date such amount was due to the next succeeding Business Day at the Past Due Rate shall be due and payable, provided further, that in the event such amount is not paid by the Indenture Trustee by 1:30 p.m. (New York City time) on the due date thereof to the account specified above and received and credited to the account of the holder of such Secured Equipment Note on such date as a result of the Indenture Trustee's negligence after its receipt of such amount prior to 11:30 a.m. (New York City time) on such date, the Indenture Trustee, in its individual capacity and not as trustee, agrees to compensate such holder for the loss of use of funds at 1% over the effective Federal Funds Rate, less the applicable reserve requirement, from the date such amount was due.

(b) Whenever the date scheduled for any payment to be made hereunder (including without limitation, any payment made under Section 4.04) or under any Secured Equipment Note shall not be a Business Day, then such payment need not be made on such scheduled date but may be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and (provided such payment is made in accordance with the proviso in Section 2.04(a) on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

Section 2.05. Application of Payments to Principal Amount and Interest. In the case of each Secured Equipment Note, each payment of principal thereof and premium, if any, and interest thereon shall be applied, first, to the payment of accrued but unpaid interest on such Secured Equipment Note then due thereunder, second, to the payment of the unpaid principal amount of such Secured Equipment Note then due thereunder, and third, to the payment of any premium then due thereon.

Section 2.06. Termination of Interest in Indenture Estate. A holder shall have no further interest in, or other right with respect to, the Indenture Estate when and if the principal amount of and interest on all Secured Equipment Notes held by such holder and all other sums payable to such holder hereunder and under such Secured Equipment Notes and under the Participation Agreement shall have been paid in full.

Section 2.07. Transfer of Secured Equipment Notes. The Indenture Trustee shall maintain at its corporate trust administration office in Wilmington, Delaware, or in the city in which the corporate trust office of a successor Indenture Trustee is located, a register for the purpose of registering transfers and exchanges of Secured Equipment Notes. A holder of a Secured Equipment Note intending to transfer such Secured Equipment Note to a new payee, or to exchange any Secured Equipment Note or Secured Equipment Notes held by it for a Secured Equipment Note or Secured Equipment Notes of a different denomination or denominations, may surrender such Secured Equipment Note or Secured Equipment Notes to the Indenture Trustee at such principal corporate trust administration office of the Indenture Trustee, together with a written request from such holder for the issuance of a new Secured Equipment Note or Secured Equipment Notes, specifying the denomination or denominations (each of which shall be not less than \$1,000,000 or such smaller denomination as may be necessary due to the original issuance of Secured Equipment Notes of the applicable maturity in an aggregate principal amount not evenly divisible by \$1,000,000) of the same, and, in the case of a surrender for registration of transfer, the name and address of the transferee or transferees. Promptly upon receipt of such documents, the Owner Trustee will issue, and the Indenture Trustee will authenticate, a new Secured Equipment Note or Secured Equipment Notes in the same aggregate principal amount and dated the same date or dates as the Secured Equipment Note or Secured Equipment Notes surrendered, and in such denomination or denominations and payable to such payee or payees as shall be specified in the

written request from such holder. All Secured Equipment Notes issued upon any registration of transfer or exchange of Secured Equipment Notes shall be the valid obligations of the Owner Trustee evidencing the same respective obligations, and entitled to the same security and benefits under this Indenture, as the Secured Equipment Notes surrendered upon such registration of transfer or exchange. The Indenture Trustee shall make a notation on each new Secured Equipment Note or Secured Equipment Notes of the amount of all payments or prepayments of principal and interest previously made on the old Secured Equipment Note or Secured Equipment Notes with respect to which such new Secured Equipment Note or Secured Equipment Notes is or are issued. From time to time, the Indenture Trustee will provide the Owner Trustee and the Lessee with such information as it may request as to the registered holders of Secured Equipment Notes. The Owner Trustee shall not be required to exchange any surrendered Secured Equipment Notes as above provided during the 10-day period preceding the due date of any payment on such Secured Equipment Notes.

Prior to the due presentment for registration of transfer of a Secured Equipment Note, the Owner Trustee and the Indenture Trustee may deem and treat the registered holder of such Secured Equipment Note as the absolute owner and holder of such Secured Equipment Note for the purpose of receiving payment of all amounts payable with respect to such Secured Equipment Note and for all other purposes and shall not be affected by any notice to the contrary.

The Indenture Trustee will promptly notify the Owner Trustee and the Lessee of each request for a registration of transfer of a Secured Equipment Note. The Indenture Trustee will promptly cancel and destroy all Secured Equipment Notes surrendered for transfer pursuant to this Section.

Section 2.08. Mutilated, Destroyed, Lost or Stolen Secured Equipment Notes. If any Secured Equipment Note shall become mutilated, destroyed, lost or stolen, the Owner Trustee shall, upon the written request of the holder of such Secured Equipment Note, issue, and the Indenture Trustee shall authenticate and deliver in replacement thereof, a new Secured Equipment Note in the form set forth in Section 2.01, payable to the same holder in the same principal amount, of the same Series, dated the same date, of the same maturity, with the same payment schedule bearing the same interest rate and dated the same date as the Secured Equipment Note so mutilated, destroyed, lost or stolen. If the Secured

Equipment Note being replaced has become mutilated, such Secured Equipment Note shall be surrendered to the Indenture Trustee and forwarded to the Owner Trustee by the Indenture Trustee. If the Secured Equipment Note being replaced has been destroyed, lost or stolen, the holder of such Secured Equipment Note shall furnish to the Owner Trustee and the Indenture Trustee such security or indemnity as may be required by them to save the Owner Trustee and the Indenture Trustee harmless and evidence satisfactory to the Owner Trustee and the Indenture Trustee of the mutilation, destruction, loss or theft of such Secured Equipment Note and of the ownership thereof.

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

Section 2.10. Prepayments of Secured Equipment Notes. No prepayment of any Secured Equipment Notes may be made except to the extent and in the manner expressly permitted by this Indenture. Every prepayment of Secured Equipment Notes required to be made pursuant to Section 3.02 shall be made in accordance with the provisions of this Section 2.10.

(a) Prepayment Following Voluntary Termination. On the date of payment by the Lessee pursuant to Section 10 of the Lease in the event that the Lease as applicable to any Unit or Units is terminated pursuant to Section 10 of the Lease, the Secured Equipment Notes shall be prepaid in whole or in part, on a pro rata basis, by the Owner Trustee, at a price equal to the sum of (i) as to principal thereof, an amount equal to the product obtained by multiplying the aggregate unpaid principal amount of such Secured Equipment Note as at the date of such prepayment (after deducting therefrom the principal installment, if any, paid on or prior to the date of such prepayment) by a fraction, the numerator of which shall be the Equipment Cost of such Unit or Units and the denominator of which shall be the aggregate Equipment Cost of all Units included in the Indenture Estate immediately prior to the date of such prepayment, (ii) as to

interest, the aggregate amount of interest accrued and unpaid in respect of the principal amount to be prepaid pursuant to clause (i) above on the date of such payment (after giving effect to the application of any Basic Rent paid on or prior to the date of such prepayment) and (iii) a premium in an amount equal to the Make-Whole Amount, if any, applicable in respect of the principal amount to be prepaid pursuant to clause (i) above on the date of such prepayment.

(b) Prepayment Following Event of Loss. On the date of payment by the Lessee pursuant to Section 11.2 of the Lease, the Secured Equipment Notes shall be prepaid in whole or in part, on a pro rata basis, by the Owner Trustee in connection with the occurrence or deemed occurrence of an Event of Loss with respect to any Unit or Units if such Unit or Units are not replaced pursuant to Section 11.2 of the Lease on the date set forth in Section 11.2 of the Lease, at a price equal to the sum of (i) as to principal thereof, an amount equal to the product obtained by multiplying the aggregate unpaid principal amount of such Secured Equipment Notes as at the Stipulated Loss Payment Date for such Unit or Units (after deducting therefrom the principal installment, if any, paid on the prepayment date) by a fraction, the numerator of which shall be the Equipment Cost of such Unit or Units and the denominator of which shall be the aggregate Equipment Cost of all Units included in the Indenture Estate immediately prior to such Stipulated Loss Payment Date, and (ii) as to interest, the aggregate amount of interest accrued and unpaid in respect of the principal amount to be prepaid pursuant to clause (i) above to but not including the date of prepayment after giving effect to the application of any Basic Rent paid on or prior to the date of such prepayment, but without the payment of any premium.

(c) Prepayment Following Election to Purchase Equipment. On the date upon which the Purchase Option Holder exercises any of the purchase options under Section 9 of the Participation Agreement with respect to any Units and does not elect to purchase the Owner Participant's Beneficial Interest as contemplated by Section 9 of the Participation Agreement, the Secured Equipment Notes shall be prepaid in whole or in part, on a pro rata basis, by the Owner Trustee at a price equal to the sum of (i) as to principal thereof, an amount equal to the product obtained by multiplying the aggregate unpaid principal amount of such Secured Equipment Notes as at the date of any prepayment under Section 9 of the Participation Agreement (after deducting therefrom the principal installment, if any, paid on the prepayment date) by a fraction, the numerator of which shall be the Equipment

Cost of such Unit or Units and the denominator of which shall be the aggregate Equipment Cost of all Units included in the Indenture Estate immediately prior to the date of such prepayment, (ii) as to interest, the aggregate amount of interest accrued and unpaid in respect of the principal amount to be prepaid pursuant to clause (i) above on the date of such prepayment after giving effect to the application of any Basic Rent paid on or prior to the date of such prepayment, and (iii) a premium in an amount equal to the aggregate Make-Whole Amount, if any, applicable in respect of the principal amount to be prepaid pursuant to clause (i) above on the date of such payment.

(d) Optional Prepayment. Subject to Section 11.2 of the Participation Agreement, on or after the fifth anniversary of the Closing Date, the Secured Equipment Notes may be prepaid in whole but not in part by the Owner Trustee upon at least 30 days' prior notice from the Owner Trustee to the Indenture Trustee at a price in addition to any other amounts due to the holders of the Secured Equipment Notes under this Indenture equal to the unpaid principal amount thereof together with accrued but unpaid interest thereon, plus, a premium in an amount equal to the Make-Whole Amount, if any, applicable in respect of the principal amount to be prepaid pursuant to this Section 2.10(d).

(e) Notice. The Indenture Trustee shall give prompt notice of any prepayment of any of the Secured Equipment Notes to all holders of the Secured Equipment Notes to be prepaid pursuant to this Section 2.10 as soon as the Indenture Trustee shall have knowledge that such prepayment is to occur, which notice shall specify the principal amount of the Secured Equipment Notes to be prepaid and the date of prepayment which date shall be not less than 20 days after the date of such notice.

(f) Make-Whole Amount. In the event that, in connection with any prepayment of Secured Equipment Notes pursuant to this Section 2.10 which occurs after the expiration of the original Remaining Weighted Average Life of the Secured Equipment Notes, the calculation of the Make-Whole Amount results in a deficiency (such deficiency being herein referred to as the "Make-Whole Amount Deficiency"), then notwithstanding anything in the Operative Agreements to the contrary, the Owner Trustee shall off-set the amount of principal and interest otherwise payable in connection with such prepayment of Secured Equipment Notes by an amount equal to the Make-Whole Amount Deficiency.

(g) Partial Prepayments. In the event that the Secured Equipment Notes are prepaid in part but not in whole, then following such prepayment, each of the remaining installments of principal due under the Secured Equipment Notes shall be reduced by an amount equal to a fraction, the numerator of which is equal to the aggregate principal amount of the Secured Equipment Notes so prepaid and the denominator of which is equal to the aggregate principal amount of the Secured Equipment Notes outstanding at the time of prepayment.

Section 2.11. Equally and Ratably Secured. All Secured Equipment Notes at any time outstanding under this Indenture shall be equally and ratably secured hereby without preference, priority or distinction on account of the date or dates or the actual time or times of the issue or maturity of such Secured Equipment Notes so that all Secured Equipment Notes at any time issued and outstanding hereunder shall have the same rights, Liens and preferences under and by virtue of this Indenture.

### ARTICLE III

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

Section 3.01. Basic Rent Distribution. Except as otherwise provided in Section 3.03, each installment of Interim Interest and Basic Rent as well as any installment of interest on overdue installments of Basic Rent, and any other moneys paid over by the Lessee or the Owner Trustee to the Indenture Trustee for such purpose, shall be distributed by the Indenture Trustee as promptly as possible (it being understood that any payments of Interim Interest and Basic Rent received by the Indenture Trustee on a timely basis and in accordance with the provisions of Section 3.6 of the Lease shall be distributed on the date received in the funds so received) in the following order of priority: first, so much of such installment as shall be required for the purpose shall be distributed and paid to the holders of the Secured Equipment Notes to pay in full the aggregate amount of the payment or payments of principal, premium, if any, and interest (as well as any interest on overdue principal) then due, such distribution to be made ratably, without priority of one over the other, in the proportion that the amount of such payment or payments then due or so scheduled with respect to each such Secured Equipment Note bears to the aggregate amount of payments then due under all such Secured

Equipment Notes; second, the balance, if any, of such installment remaining thereafter shall be distributed to the Owner Trustee for distribution in accordance with the terms of the Trust Agreement and the Lease. The portion of each such installment distributed to a holder of a Secured Equipment Note shall be applied by such holder in payment of such Secured Equipment Note in accordance with the terms of Section 2.05.

Section 3.02. Payments in the Event of Prepayment.

(a) Except as otherwise provided in Section 3.03 or 3.05, in the event of any prepayment of the Secured Equipment Notes, in whole or in part, in accordance with the provisions of Section 2.10, any amount received shall in each case be distributed and paid in the following order of priority: first, so much of such amount as shall be required for the purpose of prepayment shall be distributed and paid to the holders of such Secured Equipment Notes to pay the aggregate amount of the payment of principal, premium, if any, and interest to be paid on the Secured Equipment Notes pursuant to Section 2.10, such prepayment to be made ratably, without priority of one over any other, in the proportion that the amount to be prepaid on each such Secured Equipment Note bears to the aggregate amount to be paid on all such Secured Equipment Notes, provided that any partial prepayment of principal pursuant to Section 2.10 shall be applied in accordance with Section 2.10(g); second, so much of such amount as shall be required to reimburse the Owner Trustee and the Indenture Trustee for any expenses not reimbursed by the Lessee in connection with the collection or distribution of such amount and for any unpaid fees for the Indenture Trustee's services under this Indenture and any tax, expense (including reasonable attorneys' fees) or other loss incurred by it (to the extent incurred in connection with its duties as Indenture Trustee and to the extent reimbursable and not previously reimbursed) shall be applied in reimbursement of such amounts; third, in the manner provided in clause "second" of Section 3.03 hereof; and fourth, in the manner provided in clause "fourth" of Section 3.03 hereof.

(b) Except as otherwise provided in Section 3.03 or 3.05 hereof, any amounts received directly or through the Lessee from any governmental authority or other party pursuant to Section 11 of the Lease with respect to any Unit as the result of an Event of Loss, to the extent that such amounts are not at the time required to be paid to the Lessee pursuant to said Section 11, and any amounts of insurance proceeds for damage to the Indenture Estate received directly

or through the Lessee from any insurer pursuant to Section 12 of the Lease with respect thereto as the result of an Event of Loss, to the extent such amounts are not at the time required to be paid to the Lessee pursuant to said Section 12, shall be applied in reduction of the Lessee's obligation to pay Stipulated Loss Value and Termination Value as provided in the Lease.

Section 3.03. Payments after Indenture Event of Default.

(a) Except as provided in Section 3.05, all payments received and amounts realized by the Indenture Trustee after an Indenture Event of Default shall have occurred and be continuing and after the Indenture Trustee has declared (as assignee from the Owner Trustee of the Lease) the Lease to be in default pursuant to Section 15 thereof or has declared the Secured Equipment Notes to be accelerated pursuant to Section 4.02, as the case may be, or has elected to foreclose or otherwise enforce its rights under this Indenture (including any amounts realized by the Indenture Trustee from the exercise of any remedies pursuant to Section 15 of the Lease, or Article IV), as well as all payments or amounts then held or thereafter received by the Indenture Trustee as part of the Indenture Estate while such Indenture Event of Default shall be continuing, shall be distributed forthwith by the Indenture Trustee in the following order of priority: first, so much of such payments or amounts as shall be required to reimburse the Indenture Trustee for any unpaid fees for its services under this Indenture and any tax, expense (including reasonable attorney's fees) or other loss incurred by the Indenture Trustee (to the extent reimbursable and not previously reimbursed and to the extent incurred in connection with its duties as Indenture Trustee) shall be distributed to the Indenture Trustee; second, so much of such payments or amounts as shall be required to reimburse the holders of the Secured Equipment Notes for payments made by them to the Indenture Trustee pursuant to Section 5.03 (to the extent not previously reimbursed), and to pay such holders of the Secured Equipment Notes the amounts payable to them pursuant to the provisions of the Participation Agreement, shall be distributed to such holders of the Secured Equipment Notes, without priority of one over the other, in accordance with the amount of the payment or payments made by, or payable to, each such holder; third, so much of such payments or amounts as shall be required to pay in full the aggregate unpaid principal amount of all Secured Equipment Notes then due, plus the accrued but unpaid interest thereon to the date of

distribution, shall be distributed to the holders of the Secured Equipment Notes, and in case the aggregate amount so to be distributed shall be insufficient to pay in full the aforesaid amounts, then, ratably, without priority of one over the other, in the proportion that the aggregate unpaid principal amount of all Secured Equipment Notes held by each such holder, plus the accrued but unpaid interest thereon to the date of distribution, bears to the aggregate unpaid principal amount of all Secured Equipment Notes, plus the accrued but unpaid interest thereon to the date of distribution plus any other amounts owing to such holder; and fourth, the balance, if any, of such payments or amounts remaining thereafter shall be distributed to, or as directed by, the Owner Trustee to be held or distributed in accordance with the terms of the Trust Agreement and the Lease;

(b) Except as provided in Section 3.05, if an Indenture Event of Default shall have occurred and be continuing, the Indenture Trustee shall not make any distribution to the Owner Trustee but shall hold amounts otherwise distributable to the Owner Trustee as collateral security for the obligations secured hereby until such time as no Indenture Event of Default shall be continuing hereunder or such amounts are applied pursuant to Section 3.03(a); provided, that any amounts held pursuant to this Section 3.03(b) for a period of 180 days during which time the Secured Equipment Notes shall not have been accelerated shall be distributed to, or as directed by, the Owner Trustee to be held or distributed in accordance with the terms of the Trust Agreement and the Lease.

Section 3.04. Other Payments. Except as otherwise provided in Section 3.03 or 3.05,

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

(b) all payments received and amounts realized by the Indenture Trustee under the Lease or otherwise with respect to the Equipment to the extent received or realized at any time after payment in full of the principal of and interest and premium, if any, on all Secured Equipment Notes, as well as any other amounts remaining as part of the Indenture Estate after payment in full of the principal of and interest and premium, if any, on all Secured Equipment Notes issued hereunder,

shall be distributed forthwith by the Indenture Trustee in the order of priority set forth in Section 3.03, except that in the case of any payment described in clause (b) above, such payment shall be distributed omitting clause "third" of such Section 3.03.

Any payments received by the Indenture Trustee for which provision as to the application thereof is made in the Lease, the Participation Agreement, the Owner Participant Assignment of Warranties or the Vendor Assignment of Warranties but not elsewhere in this Indenture shall be applied to the purposes for which such payments were made in accordance with the provisions of the Lease, the Participation Agreement, the Owner Participant Assignment of Warranties or the Vendor Assignment of Warranties, as the case may be.

Section 3.05. Distribution of Excepted Property. All amounts constituting Excepted Property received by the Indenture Trustee shall be paid by the Indenture Trustee to the Person or Persons entitled thereto.

#### ARTICLE IV

##### REMEDIES OF THE INDENTURE TRUSTEE UPON AN INDENTURE EVENT OF DEFAULT

Section 4.01. Indenture Events of Default. The following events shall constitute "Indenture Events of Default" and each such Indenture Event of Default shall be deemed to exist and continue so long as, but only so long as, it shall not have been remedied:

(a) subject to Section 4.04(a), a Lease Event of Default (other than a Lease Event of Default by reason of a default by the Lessee to pay any amounts which are part of the Excepted Property); or

(b) default by the Owner Trustee in making any payment when due of principal of or interest on, any Secured Equipment Note or Secured Equipment Notes, and the continuance of such default unremedied for 10 Business Days after the same shall have become due and payable (provided that a failure to make any such payment resulting from any tax withholding by the Indenture Trustee in respect of any payment to a holder of Secured Equipment Notes shall not constitute a default hereunder); or

(c) default by the Owner Trustee in making any payment when due of the Make-Whole Amount, if any, on any Secured Equipment Note or Secured Equipment Notes, and the continuance of such default unremedied for 30 days after the same shall have become due and payable; or

(d) any failure by the Owner Trustee or the Owner Participant to observe or perform any covenant or obligation of them or any of them, in this Indenture or the Secured Equipment Notes or in the Participation Agreement, if, but only if, such failure is not remedied within a period of 30 days after there has been given to the Owner Trustee, the Owner Participant and the Lessee by the Indenture Trustee a written notice specifying such failure and requiring it to be remedied; provided that, if such failure is capable of being remedied, no such failure shall constitute an Indenture Event of Default hereunder for a period of 180 days after such notice so long as the Owner Trustee and the Owner Participant are diligently proceeding to remedy such failure; or

(e) any representation or warranty made by the Owner Trustee or the Owner Participant under the Participation Agreement, or by the Owner Trustee hereunder, or by any representative of the Owner Trustee or the Owner Participant in any document or certificate furnished to the Indenture Trustee or the Vendor in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to have been incorrect in any material respect as of the date made and such incorrectness shall remain material and continue unremedied for a period of 30 days after there has been given to the Owner Trustee and the Owner Participant a written notice specifying such incorrectness, stating that such incorrectness is a default hereunder and requiring it to be remedied by the Indenture Trustee or by any holder of a Secured Equipment Note; provided that, if such incorrectness is capable of being remedied, no such incorrectness shall constitute an Indenture Event of Default hereunder for a period of 180 days after such notice so long as the Owner Trustee and the Owner Participant are diligently proceeding to remedy such incorrectness; or

(f) the Owner Trustee or the Owner Participant shall consent to the appointment of a custodian receiver, trustee or liquidator of itself or of a substantial part of its property or shall make a general assignment for the benefit of creditors; or

(g) the Owner Trustee or the Owner Participant shall file, or consent by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction; or

(h) an order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Owner Trustee or the Owner Participant, a receiver, trustee or liquidator of the Owner Trustee or the Owner Participant, or of any substantial part of its property, or granting any order for relief in respect of the Owner Trustee or the Owner Participant under the Federal bankruptcy laws, and any such order, judgment or decree of appointment shall remain in force undismitted, unstayed or unvacated for a period of 90 days after the date of entry thereof; or

(i) a petition against the Owner Trustee or the Owner Participant, in a proceeding under the Federal bankruptcy laws or other insolvency law, as now or hereafter in effect, shall be filed and shall not be withdrawn or dismissed within 90 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to the Owner Trustee or the Owner Participant, any court of competent jurisdiction shall assume jurisdiction, custody or control of the Owner Trustee or the Owner Participant or of any substantial part of its property and such jurisdiction, custody or control shall remain in force unrelinquished, unstayed or unterminated for a period of 90 days.

Section 4.02. Acceleration; Rescission and Annulment. If an Indenture Event of Default occurs and is continuing, the Indenture Trustee may, and upon the directions of a Majority in Interest shall, subject to Section 4.04, declare the unpaid principal amount of all Secured Equipment Notes then outstanding and accrued interest thereon to be due and payable. At any time after the Indenture Trustee has declared the unpaid principal amount of all Secured Equipment Notes then outstanding to be due and

payable and prior to the sale of any of the Indenture Estate pursuant to this Article IV, a Majority in Interest, by written notice to the Owner Trustee, the Lessee and the Indenture Trustee, may rescind and annul such declaration and thereby annul its consequences if: (i) there has been paid to or deposited with the Indenture Trustee an amount sufficient to pay all overdue installments of interest on the Secured Equipment Notes, and the principal of and premium, if any, on any Secured Equipment Notes that have become due otherwise than by such declaration of acceleration, (ii) the rescission would not conflict with any judgment or decree, and (iii) all other Indenture Defaults and Indenture Events of Default, other than nonpayment of principal or interest on the Secured Equipment Notes that have become due solely because of such acceleration, have been cured or waived.

Section 4.03. Remedies with Respect to Indenture Estate.

(a) After an Indenture Event of Default shall have occurred and so long as such Indenture Event of Default shall be continuing, then and in every such case the Indenture Trustee, as assignee hereunder of the Lease or as mortgagee hereunder of the Equipment or otherwise, may, and when required pursuant to the provisions of Article V hereof shall, subject to Sections 4.04 and 4.05, exercise any or all of the rights and powers and pursue any and all of the remedies pursuant to Section 15 of the Lease and this Article IV and may recover judgment in its own name as Indenture Trustee against the Indenture Estate and may take possession of all or any part of the Indenture Estate, and may exclude the Owner Trustee and the Owner Participant and all persons claiming under any of them wholly or partly therefrom; provided, however, that, notwithstanding any provision herein to the contrary, the Indenture Trustee shall not sell any of the Indenture Estate unless a declaration of acceleration has been made pursuant to Section 4.02. Any such public sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further notice, and the Indenture Trustee or the holder or holders of any Secured Equipment Notes, or any interest therein, may bid and become the purchaser at any such public sale. The Indenture Trustee may exercise such right without possession or production of the Secured Equipment Notes or proof of ownership thereof, and as representative of the holders may exercise such right without including the holders as parties to any suit or proceeding relating to foreclosure of any property in the Indenture Estate. The Owner Trustee hereby irrevocably constitutes the Indenture Trustee the true and lawful

attorney-in-fact of the Owner Trustee (in the name of the Owner Trustee or otherwise) for the purpose of effectuating any sale, assignment, transfer or delivery for enforcement of the Lien of this Indenture, whether pursuant to foreclosure or power of sale or otherwise, to execute and deliver all such bills of sale, assignments and other instruments as the Indenture Trustee may consider necessary or appropriate, with full power of substitution, the Owner Trustee hereby ratifying and confirming all that such attorney or any substitute shall lawfully do by virtue hereof. Nevertheless, if so requested by the Indenture Trustee or any purchaser, the Owner Trustee shall ratify and confirm any such sale, assignment, transfer or delivery, by executing and delivering to the Indenture Trustee or such purchaser all bills of sale, assignments, releases and other proper instruments to effect such ratification and confirmation as may be designated in any such request.

(c) Subject to Section 4.04 and Section 4.05, the Owner Trustee agrees, to the fullest extent that it lawfully may, that, in case one or more of the Indenture Events of Default shall have occurred and be continuing, then, in every such case, the Indenture Trustee may take possession of all or any part of the Indenture Estate and may exclude the Owner Trustee and the Owner Participant and all persons claiming under any of them wholly or partly therefrom. At the request of the Indenture Trustee, the Owner Trustee shall promptly execute and deliver to the Indenture Trustee such instruments of title and other documents as the Indenture Trustee may deem necessary or advisable to enable the Indenture Trustee or an agent or representative designated by the Indenture Trustee, at such time or times and place or places as the Indenture Trustee may specify, to obtain possession of all or any part of the Indenture Estate. If the Owner Trustee shall fail for any reason to execute and deliver such instruments and documents to the Indenture Trustee, the Indenture Trustee may pursue all or part of the Indenture Estate wherever it may be found and may enter any of the premises of the Lessee wherever the Indenture Estate may be or be supposed to be and search for the Indenture Estate and, subject to Section 4.05, take possession of and remove the Indenture Estate. Upon every such taking of possession, the Indenture Trustee may, from time to time, at the expense of the Indenture Estate, make all such expenditures for maintenance, insurance, repairs, replacements, alterations, additions and improvements to any of the Indenture Estate, as it may deem proper. In each such case, the Indenture Trustee shall have the right to use, operate, store, control or manage the Indenture Estate, and to carry on the business and to

exercise all rights and powers of the Owner Trustee relating to the Indenture Estate, as the Indenture Trustee shall deem best, including the right to enter into any and all such agreements with respect to the maintenance, operation, leasing or storage of the Indenture Estate or any part thereof as the Indenture Trustee may determine; and the Indenture Trustee shall be entitled to collect and receive all tolls, rents, revenues, issues, income, products and profits of the Indenture Estate and every part thereof, without prejudice, however, to the right of the Indenture Trustee under any provision of this Indenture to collect and receive all cash held by, or required to be deposited with, the Indenture Trustee hereunder. Such tolls, rents, revenues, issues, income, products and profits shall be applied to pay the expenses of holding and operating the Indenture Estate and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Indenture Trustee may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Indenture Estate or any part thereof (including the employment of engineers and accountants to examine, inspect and make reports upon the properties and books and records of the Owner Trustee), and all other payments which the Indenture Trustee may be required or authorized to make under any provision of this Indenture, as well as just and reasonable compensation for the services of the Indenture Trustee, and of all persons properly engaged and employed by the Indenture Trustee, including the reasonable expenses of the Indenture Trustee.

Section 4.04. Right to Cure; Option to Purchase; Etc.

(a) Right to Cure. If the Lessee shall fail to make any payment of Basic Rent within 10 Business Days (the "Grace Period") after the same shall become due, and if such failure of the Lessee to make such payment of Basic Rent shall not constitute the fourth consecutive or the seventh or subsequent cumulative such failure, then as long as no other Indenture Event of Default (other than arising from such failure to pay Basic Rent) shall have occurred and be continuing the Owner Participant or the Owner Trustee may (but need not) pay to the Indenture Trustee, at any time prior to the expiration of a period of 10 Business Days (a "10-Day Period") after the expiration of such Grace Period (prior to the expiration of which 10-Day Period the Indenture Trustee shall not declare the Lease in default pursuant to Section 15 thereof or exercise any of the rights, powers or

remedies pursuant to such Section 15 or this Article IV), an amount equal to the full amount of such payment of Basic Rent, together with any interest due thereon on account of the delayed payment thereof, and such payment by the Owner Participant or the Owner Trustee shall be deemed to cure any Indenture Event of Default which arose from such failure of the Lessee (but such cure shall not relieve the Lessee of any of its obligations). If the Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and if (but only if) the performance or observance thereof can be effected by the payment of money alone, then as long as no other Indenture Event of Default shall have occurred and be continuing, the Owner Participant or the Owner Trustee may (but need not) pay to the Indenture Trustee (or to such other person as may be entitled to receive the same), at any time prior to the expiration of a 10-day Period after the expiration of the grace period, if any, provided with respect to such failure on the part of the Lessee in Section 14 of the Lease (prior to the expiration of which 10-Day Period the Indenture Trustee shall not declare the Lease in default pursuant to Section 15 thereof or exercise any of the rights, powers or remedies pursuant to such Section 15 or this Article IV), all sums necessary to effect the performance or observance of such covenant, condition or agreement, together with any interest due thereon on account of the delayed payment thereof, and such payment by the Owner Participant or the Owner Trustee shall be deemed to cure any Indenture Event of Default which arose from such failure of the Lessee (but such cure shall not relieve the Lessee of any of its obligations). Upon any payment of Basic Rent by the Owner Participant or the Owner Trustee in accordance with the first sentence of this Section 4.04(a), or upon any payment of any other sums by the Owner Participant or the Owner Trustee in accordance with the second sentence of this Section 4.04(a), the Owner Participant or the Owner Trustee shall, to the extent of their respective payments, be subrogated, in the case of any such payment in accordance with such first sentence, to the rights of the Indenture Trustee, as assignee hereunder of the Owner Trustee, or, in the case of any such payment in accordance with such second sentence, to the rights of the Indenture Trustee or such other person, as the case may be, which actually received such payment, to receive such payment of Basic Rent or such other payment, as the case may be (and any interest due thereon on account of the delayed payment thereof), and shall be entitled to receive such payment upon its receipt by the Indenture Trustee or such other person as aforesaid (but in each case only if all amounts of principal and interest at the time due and payable

on the Secured Equipment Notes shall have been paid in full); provided that neither the Owner Participant nor the Owner Trustee shall attempt to recover any such amount paid by it on behalf of the Lessee pursuant to this Section 4.04(a) except by demanding of the Lessee payment of such amount or by commencing an action against the Lessee to require the payment of such amount.

(b) Option to Purchase Secured Equipment Notes.

In the event that (i) at any time one or more Lease Events of Default shall have occurred and any such Lease Event of Default shall have continued for a period of 360 days or more during which time the Secured Equipment Notes shall not have been accelerated pursuant to Section 4.02 or (ii) the Secured Equipment Notes shall have been accelerated pursuant to Section 4.02, or (iii) the Indenture Trustee shall have exercised any remedy in respect of the Equipment then and in such case, upon 30 days notice from the Owner Trustee to the Indenture Trustee designating a date of purchase (the "Purchase Date"), each holder of a Secured Equipment Note agrees that it will, upon and subject to receipt by the Indenture Trustee from the Owner Trustee or its nominee of an amount equal to the aggregate unpaid principal amount of all Secured Equipment Notes, together with accrued interest thereon to the Purchase Date, plus all other sums then due and payable to such holder of a Secured Equipment Note hereunder, but without any Make-Whole Amount or other premium, forthwith sell, assign, transfer and convey to the Owner Trustee or its nominee, and the giving of such notice and the deposit with the Indenture Trustee on behalf of the holders of the Secured Equipment Notes of all amounts required to be paid to the holders of the Secured Equipment Notes pursuant to this Section 4.04(b) including interest accrued to the Purchase Date shall be deemed to, assign, transfer, and convey to the Owner Trustee or its nominee at the time of such deposit, all of the right, title and interest of such holder in and to the Secured Equipment Notes then held by such holder, and the Owner Trustee or its nominee shall assume all of such holder's obligations under the Participation Agreement, provided that the Owner Trustee or its nominee on the date of such purchase shall purchase all of the Secured Equipment Notes then outstanding hereunder. If the Owner Trustee or its nominee on or before the date of such purchase shall so request, such holder of the Secured Equipment Notes will comply with all the provisions of Section 2.07 to enable new Secured Equipment Notes to be issued to the Owner Trustee or its nominee in such denominations as the Owner Trustee shall request. All

charges and expenses required pursuant to Section 2.09 in connection with the issuance of any such new Secured Equipment Notes shall be borne by the Owner Trustee.

(c) The Indenture Trustee shall not be entitled to exercise any remedy hereunder as a result of an Indenture Event of Default that constitutes or occurs solely by virtue of one or more Lease Events of Default unless the Indenture Trustee as security assignee of the Owner Trustee shall have exercised or concurrently be exercising one or more of the remedies provided for in Section 15 of the Lease with respect to the Equipment, provided, that the requirement to exercise such remedies under the Lease shall not apply in circumstances where the Indenture Trustee is, and has been for a continuous period in excess of 60 days (or the end of any extension period referred to in clause (i)(2) of the following parenthetical), involuntarily stayed or prohibited by applicable law or court order (other than by reason of (i)(1) the Lessee's agreement with the approval of the relevant court to perform the Lease in accordance with Section 1168(a) of the Bankruptcy Code or (2) an extension with the consent of the Indenture Trustee of the 60-day period specified therein pursuant to Section 1168(b) of the Bankruptcy Code or (ii) the Lessee's assumption with the approval of the relevant court of the Lease pursuant to Section 365 of the Bankruptcy Code or (iii) the Indenture Trustee's own failure to give any requisite notice to any Person) from exercising such remedies under the Lease, it being understood that references in this sentence to particular sections of the Bankruptcy Code as in effect on the date hereof shall include any substantially similar successor provisions.

Section 4.05. Rights of Lessee. Notwithstanding the provisions of this Indenture, including, without limitation, Section 4.03, so long as no Lease Event of Default shall have occurred and be continuing, neither the Indenture Trustee nor the Owner Trustee shall take any action contrary to, or disturb, the Lessee's rights under the Lease, except in accordance with the provisions of the Lease, including, without limitation, (i) the right to receive all moneys due and payable to it in accordance with the provisions of the Lease and (ii) the Lessee's rights to possession and use of, and of quiet enjoyment of, the Equipment.

Section 4.06. Waiver of Existing Defaults. A Majority in Interest by notice to the Indenture Trustee on behalf of all holders of the Secured Equipment Notes may

waive any past default hereunder and its consequences, except a default: (i) in the payment of the principal of, premium, if any, or interest on any Secured Equipment Note, or (ii) in respect of a covenant or provision hereof which under Article IX hereof cannot be modified or amended without the consent of the holder of each Secured Equipment Note affected. Upon any such waiver, such default shall cease to exist, and any Indenture Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

## ARTICLE V

### DUTIES OF THE INDENTURE TRUSTEE

Section 5.01. Action Upon Indenture Event of Default. If any payments of Interim Interest or Basic Rent or payments of the principal of or interest or Make-Whole Amount, if any, on the Secured Equipment Notes due and payable on any Rent Payment Date shall not have been paid in full on such Rent Payment Date, the Indenture Trustee shall give telephonic notice within one Business Day (followed by prompt written notice) to the Owner Trustee and the Lessee specifying the amount and nature of such deficiency in payment. In the event the Indenture Trustee shall have knowledge of an Indenture Event of Default or an Indenture Default, the Indenture Trustee shall give prompt notice of such Indenture Event of Default or such event or condition to the Lessee, the Owner Trustee, the Owner Participant and the Vendor by telegram, facsimile, telex, or telephone (to be promptly confirmed in writing). In the event the Owner Trustee shall have knowledge of an Indenture Event of Default or an Indenture Default, the Owner Trustee shall give notice of such Indenture Event of Default or Indenture Default in the same manner to the Lessee, the Indenture Trustee, the Owner Participant and the Vendor. Subject to the terms of Section 5.03, the Indenture Trustee shall take such action, or refrain from taking such action, with respect to such Indenture Event of Default as the Indenture Trustee shall be instructed in writing by a Majority in Interest. If the Indenture Trustee shall not have received instructions as above provided within 20 days after the mailing of notice of such Indenture Event of Default or such Indenture Default to the Vendor by the Indenture Trustee, the Indenture Trustee may, but shall not be obligated to, take such action, or refrain from taking such action, with respect to such Indenture Event of Default or Indenture Default as it shall

determine to be advisable in the best interests of the Vendor. Any provision of this Section 5.01 to the contrary notwithstanding, the Indenture Trustee shall not declare the Lease to be in default solely in respect of (i) the Lessee's failure to make any payment of Basic Rent within 10 Business Days after the same shall have become due, unless the 10-Day Period within which, pursuant to Section 4.04(a), the Owner Participant or the Owner Trustee are entitled to cure such failure shall have expired, or (ii) the Lessee's failure to perform or observe any of the covenants, conditions and agreements referred to in the second sentence of Section 4.04(a) within the grace period referred to in that sentence, unless the 10-day Period within which, pursuant to Section 4.04(a), the Owner Participant or the Owner Trustee is entitled to cure such failure shall have expired. For all purposes of this Indenture, in the absence of actual knowledge, neither the Owner Trustee nor the Indenture Trustee shall be deemed to have knowledge of an Indenture Event of Default (except, in the case of the Indenture Trustee, the failure of the Lessee to pay any installment of Basic Rent that is required to be paid directly to the Indenture Trustee within 10 Business Days after the same shall become due or the failure of the Lessee to maintain insurance as required under Section 11 of the Lease if the Indenture Trustee shall receive notice thereof from an insurer or insurance broker) unless notified in writing by the Lessee, the Owner Trustee, the Vendor or the Owner Participant; and "actual knowledge" (as used in the foregoing clause) of the Owner Trustee or the Indenture Trustee shall mean actual knowledge of an officer in Corporate Trust Administration of the Owner Trustee or the Corporate Trust Department of the Indenture Trustee, as the case may be.

Section 5.02. Action Upon Instructions. Subject to the terms of Sections 5.01 and 5.03, upon the written instructions at any time and from time to time of a Majority in Interest, the Indenture Trustee shall take such of the following actions as may be specified in such instructions (subject to the rights of the other parties thereto, except to the extent assigned hereunder); (i) subject to and solely to the extent permitted by the terms hereof and of the Lease, give such notice, direction or consent, or exercise such right, remedy or power hereunder or under the Lease or in respect of any part or all of the Indenture Estate or take such other action as shall be specified in such instructions; and (ii) after an Indenture Event of Default shall have occurred and so long as such Indenture Event of Default shall be continuing, approve as satisfactory to it all matters required by the terms of the Lease to be satisfactory to the

Owner Trustee, it being understood that without the written instructions of a Majority in Interest the Indenture Trustee shall not take any action described in clauses (i) and (ii) above.

Upon (i) the expiration or earlier termination of the Lease Term with respect to any Unit under the Lease and after payment in full of the principal of and interest and Make-Whole Amount, if any, on all Secured Equipment Notes issued in connection with such Unit, or (ii) the purchase of any Unit by the Seller pursuant to Section 9 of the Participation Agreement, or (iii) so long as no Indenture Event of Default shall have occurred and be continuing, the transfer by the Owner Trustee to the Lessee or its designee of any Unit pursuant to Section 10 or 11 of the Lease, the Indenture Trustee shall in each case, upon the written request of the Owner Trustee, and receipt by the Indenture Trustee of funds necessary to prepay the Secured Equipment Notes required in connection with such purchase, termination or Event of Loss execute and deliver to, or as directed in writing by, the Owner Trustee an appropriate instrument (in due form for recording) furnished by the Owner Trustee or the Lessee releasing such property from the lien of this Indenture.

#### Section 5.03. Indemnification.

(a) The Indenture Trustee shall not be required to take any action or refrain from taking any action under Section 5.01 (other than the first two sentences thereof) or 5.02 or Article IV if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnification against such risk is not reasonably assured to it. The Indenture Trustee shall not be required to take any action under Section 5.01 or 5.02 or Article IV, nor shall any other provision of this Indenture be deemed to impose a duty on the Indenture Trustee to take any action, if the Indenture Trustee shall have been advised in writing by independent counsel that such action is contrary to the terms hereof or of the Lease or the Participation Agreement, or is otherwise contrary to law.

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

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

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

Section 5.06. Replacement Units. At any time and from time to time prior to the expiration of the Lease Term, any Unit which the provisions of Section 11 of the Lease require to be disposed of may be disposed of in accordance with the provisions of Section 11 of the Lease, and the Owner Trustee shall, from time to time, direct the Indenture Trustee to execute and deliver to it, or as directed in writing by the Owner Trustee, an appropriate instrument furnished by the Owner Trustee or the Lessee releasing such Unit from the Lien of the Indenture, but only in respect of such Unit, and from the assignment and pledge thereof hereunder and the Indenture Trustee shall execute and deliver

such instrument as aforesaid upon satisfaction of the conditions for replacement contained in Section 11.4 of the Lease.

Section 5.07. Indenture Supplements for Replacements. In the event of a Replacement Unit being substituted as contemplated by Section 11.2 of the Lease, the Owner Trustee and the Indenture Trustee agree for the benefit of the holders of the Secured Equipment Notes and the Lessee, subject to compliance by the Lessee with its obligations set forth in Section 11 of the Lease, to execute and deliver an Indenture Supplement substantially in the form of Exhibit A hereto and, provided no Lease Event of Default or Lease Default shall have occurred and be continuing, execute and deliver to the Lessee an appropriate instrument releasing the Unit being replaced from the lien of the Indenture.

Section 5.08. Effect of Replacements. In the event of the substitution of a Replacement Unit, all provisions of this Indenture relating to the Unit or Units being replaced shall be applicable to such Replacement Unit with the same force and effect as if such Replacement Unit was the same Unit being replaced.

Section 5.09. Withholding Taxes. (a) The Indenture Trustee agrees, as agent for the Owner Trustee, to the extent required by applicable law, to withhold from each payment due hereunder or under any Secured Equipment Notes, United States withholding taxes at the appropriate rate, and, on a timely basis, to deposit such amounts with an authorized depository and make such returns, filings and other reports in connection therewith, and in the manner, required under applicable law. The Indenture Trustee shall promptly furnish to each holder of Secured Equipment Notes (but in no event later than the date 30 days after the due date thereof) a U.S. Treasury Form 1042S and Form 8109-B (or similar forms as at any relevant time in effect), if applicable, indicating payment in full of any taxes withheld from any payments by the Indenture Trustee to such holder of Secured Equipment Notes together with all such other information and documents reasonably requested by such holder of Secured Equipment Notes and necessary or appropriate to enable such holder of Secured Equipment Notes to substantiate a claim for credit or deduction with respect thereto for income tax purposes of the country where such holder of Secured Equipment Notes is located. In the event that a holder of Secured Equipment Notes which is a non-U.S. person has furnished to the Indenture Trustee a properly completed and currently effective U.S. Treasury Form 1001 (or such successor Form or

Forms as may be required by the United States Treasury Department) during the calendar year in which a payment hereunder or under the Secured Equipment Notes held by such holder is made (but prior to the making of such payment), or in either of the two preceding calendar years, and has not notified the Indenture Trustee of the withdrawal or inaccuracy of such Form prior to the date of such payment, only the amount, if any, required by applicable law or treaty shall be withheld from such payment in respect of United States Federal income tax. In the event that a holder of Secured Equipment Notes (x) which is a non-U.S. person has furnished to the Indenture Trustee a properly completed and currently effective (1) U.S. Treasury Form W-8 and certificate substantially in a form of Exhibit D hereto (or such successor Form or Forms as may be required by the United States Treasury Department) during the calendar year in which a payment hereunder or under the Secured Equipment Notes held by such holder is made (but prior to the making of such payment), or in either of the two preceding calendar years, and has not notified the Indenture Trustee of the withdrawal or inaccuracy of such Form or certificate prior to the date of such payment no amount shall be withheld from such payment in respect of the United States Federal income tax or (2) U.S. Treasury Form 4224 (or such successor certificate or Form or Forms as may be required by the United States Treasury Department as necessary in order to avoid withholding of United States Federal income tax), during the taxable year of the holder in which a payment hereunder or under the Secured Equipment Notes held by such holder is made (but prior to the making of such payment), and has not notified the Indenture Trustee of the withdrawal or inaccuracy of such Form prior to the date of such payment or (y) which is a U.S. person (as defined in Code Section 7701(a)(30) which is not described in Code Section 6049(b)(4)) has furnished to the Indenture Trustee a properly completed and currently effective U.S. Treasury Form W-9 (or such successor Form or Forms as may be required by the United States Treasury Department) prior to a payment hereunder or under the Secured Equipment Notes held by such holder, no amount shall be withheld from such payment in respect of United States Federal income tax. If any holder has notified the Indenture Trustee that any of the foregoing Forms is withdrawn or inaccurate, or if the Internal Revenue Code or the regulations thereunder or the administrative interpretation thereof are at any time after the date hereof amended to require such withholding of United States Federal income taxes from payments under the Secured Equipment Notes held by such holder, or if such withholding is otherwise required, the Indenture Trustee agrees to withhold from each

payment due to the relevant holder withholding taxes at the appropriate rate under applicable law, and will, as more fully provided above, on a timely basis, deposit such amounts with an authorized depository and make such returns, filings and other reports in connection therewith, and in the manner required under applicable law.

(b) The Indenture Trustee, as agent for the Owner Trustee, shall exclude and withhold from each payment of principal, premium, if any, and interest and other amounts due hereunder or under the Secured Equipment Notes any and all withholding taxes (other than United States withholding taxes described in (a)) applicable thereto as required by law. The Indenture Trustee agrees to act as such withholding agent and, in connection therewith, whenever any present or future taxes or similar charges are required to be withheld with respect to any amounts payable in respect of the Secured Equipment Notes, to withhold such amounts and timely pay the same to the appropriate authority in the name of and on behalf of the holders of the Secured Equipment Notes, that it will file any necessary withholding tax returns or statements when due, and that, as promptly as possible after the payment thereof, it will deliver to each holder of a Secured Equipment Note appropriate documentation showing the payment thereof, together with such additional documentary evidence as such holders may reasonably request from time to time.

(c) Each holder of the Secured Equipment Notes shall reimburse the Indenture Trustee, the Owner Trustee, the Owner Participant and/or the Lessee, as the case may be, at the written direction of the Owner Participant, for any United States withholding taxes (but not interest or penalties) paid by any such Person as a result of the failure by the Indenture Trustee to withhold such amounts from payments to such holder of Secured Equipment Notes where the Indenture Trustee was required by applicable law to withhold such taxes.

Section 5.10. Lessee's Right of Quiet Enjoyment.  
Notwithstanding any of the provisions of this Indenture to the contrary, so long as Lessee is in compliance with its obligations under the Lease (including applicable grace periods) and no Event of Default has occurred and is continuing unremedied, the Indenture Trustee will comply with Section 5.2 of the Lease to the same extent as if it were the Lessor under the Lease. Each holder of a Secured Equipment Note, by its acceptance thereof, consents in all respects to the terms of the Lease and agrees to the provisions of this Section 5.10.

## ARTICLE VI

### THE OWNER TRUSTEE AND THE INDENTURE TRUSTEE

#### Section 6.01. Acceptance of Trusts and Duties.

The Indenture Trustee accepts the trusts hereby created and applicable to it and agrees to perform the same but only upon the terms of this Indenture and agrees to receive and disburse all moneys received by it constituting part of the Indenture Estate in accordance with the terms hereof. The Indenture Trustee shall not be answerable or accountable under any circumstances, except for its own willful misconduct or gross negligence or breach of any of its representations or warranties set forth herein or in the Participation Agreement, or the performance of its obligations under the last sentence of Section 5.04; and the Owner Trustee shall not be liable for any action or inaction of the Indenture Trustee and the Indenture Trustee shall not be liable for any action or inaction of the Owner Trustee. The Owner Trustee shall not be deemed a trustee for, or agent of, the Vendor for any purpose.

Section 6.02. Absence of Duties. Except in accordance with written instructions or requests furnished pursuant to Section 5.01 or Section 5.02 and except as provided in, and without limiting the generality of, Section 5.04, the Indenture Trustee shall have no duty (i) to see to any registration of the Equipment or any recording or filing of the Lease, or of this Indenture or any other document, or to see to the maintenance of any such registration, recording or filing, (ii) to see to any insurance on the Equipment or to effect or maintain any such insurance, whether or not the Lessee shall be in default with respect thereto, (iii) to confirm, verify or inquire into the failure to receive any financial statements of the Lessee or (iv) to inspect the Equipment at any time or ascertain or inquire as to the performance or observance of any of the Lessee's covenants under the Lease with respect to the Equipment. Notwithstanding the foregoing, the Indenture Trustee will furnish to the Vendor, so long as the Vendor or its nominees shall hold any of the Secured Equipment Notes, promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Indenture Trustee under this Indenture, to the extent that the same shall not have been furnished to the Indenture Trustee and the Vendor pursuant to the Lease.

Section 6.03. No Representations or Warranties as to the Equipment or Documents. NEITHER THE OWNER TRUSTEE NOR FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, IN ITS INDIVIDUAL CAPACITY, NOR THE INDENTURE TRUSTEE MAKES OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE EQUIPMENT OR AS TO THEIR TITLE THERETO, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WHATSOEVER, except that the Owner Trustee in its individual capacity hereby represents and warrants that on the Closing Date the Owner Trustee received whatever title was conveyed to it by the Vendor and that the Equipment shall be free of Lessor's Liens attributable to the Owner Trustee in its individual capacity. Neither the Owner Trustee nor First Security Bank of Utah, National Association, in its individual capacity, nor the Indenture Trustee shall be deemed to have made any representation or warranty as to the validity, legality or enforceability of this Indenture, the Trust Agreement, the Participation Agreement, the Secured Equipment Notes, the Lease, any Lease Supplement, or any Indenture Supplement or any other document or instrument or as to the correctness of any statement contained in any thereof (except as to the representations and warranties made by the Owner Trustee in its individual capacity as set forth in Section 3.1 of the Participation Agreement), except that (x) the Owner Trustee and the Indenture Trustee each in its individual capacity hereby represents and warrants that each of said specified documents to which it is a party has been or will be duly executed and delivered by one of its officers who is and will be duly authorized to execute and deliver such document on its behalf, and (y) the Owner Trustee hereby in its individual capacity represents and warrants that First Security Bank of Utah, National Association, a national banking association, has the full power, authority and legal right under the laws of the United States to enter into and perform, in its individual capacity or as Owner Trustee, as the case may be, the Trust Agreement and, assuming the due authorization, execution and delivery of the Trust Agreement by the Owner Participant, pursuant thereto, this Indenture, the Participation Agreement, the Vendor Assignment of Warranties and the Lease, and, assuming the due authorization, execution and delivery of the Trust Agreement by the Owner Participant, the execution, delivery and performance of each of such documents have been duly authorized on the part of First Security Bank of Utah, National Association and of the Owner Trustee, as the case may be.

Section 6.04. No Segregation of Moneys; No Interest; Investments.

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

(b) Any amounts held by the Indenture Trustee pursuant to the express terms of this Indenture or the Lease and not required to be distributed as herein provided shall be invested and reinvested by the Indenture Trustee from time to time in Permitted Investments at the written direction and at the risk and expense of the Lessee, except that in the absence of any such direction, such amounts need not be invested and reinvested and except that after a Lease Event of Default shall have occurred and be continuing, such amounts shall be so invested and reinvested by the Indenture Trustee in Permitted Investments and the Indenture Trustee shall hold any such Permitted Investments until maturity. Any net income or gain realized as a result of any such investments or reinvestment shall be held as part of the Indenture Estate and shall be applied by the Indenture Trustee at the same times, on the same conditions and in the same manner as the amounts in respect of which such income or gain was realized are required to be distributed in accordance with the provisions hereof or of the Lease pursuant to which such amounts were required to be held and if no Lease Event of Default shall have occurred and be continuing any excess shall be paid to the Lessee. Any such Permitted Investments may be sold or otherwise reduced to cash (without regard to maturity date) by the Indenture Trustee whenever necessary to make any application as required by such provisions. The Indenture Trustee shall have no liability for any loss resulting from any such investment or reinvestment other than by reason of the willful misconduct or gross negligence of the Indenture Trustee.

Section 6.05. Reliance; Agents; Advice of Counsel.  
The Indenture Trustee shall incur no liability to anyone acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond

or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Indenture Trustee may accept a copy of a resolution of the Board of Directors of any party to the Participation Agreement, certified by the Secretary or an Assistant Secretary of such party as duly adopted and in full force and effect, as conclusive evidence that such resolution has been duly adopted by said Board and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically described herein, the Indenture Trustee may for all purposes hereof rely on a certificate, signed by an officer of the Lessee, as to such fact or matter, and such certificate shall constitute full protection to the Indenture Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon. The Indenture Trustee shall furnish to the Owner Trustee upon request such information and copies of such documents as the Indenture Trustee may have and as are necessary for the Owner Trustee to perform its duties under Article II hereof. The Indenture Trustee shall assume, and shall be fully protected in assuming, that the Owner Trustee is authorized by the Trust Agreement to enter into this Indenture and to take all action permitted to be taken by it pursuant to the provisions hereof, and shall not inquire into the authorization of the Owner Trustee with respect thereto. In the administration of the trusts hereunder, the Indenture Trustee may execute any of the trusts or powers hereof and perform its powers and duties hereunder directly or through agents or attorneys and may, at the expense of the Indenture Estate, consult with independent counsel, accountants and other skilled persons to be selected and employed by it, and the Indenture Trustee shall not be liable for anything done, suffered, or omitted in good faith by it in accordance with the written advice or opinion of any such independent counsel, accountants or other skilled persons acting within such persons' area of competence (so long as the Indenture Trustee shall have exercised reasonable care in selecting such persons).

Section 6.06. Not Acting in Individual Capacity.

The Owner Trustee and the Indenture Trustee each acts hereunder solely as trustee hereunder and, in the case of the Owner Trustee, under the Trust Agreement and not in its individual capacity unless otherwise expressly provided; and all Persons, other than the Vendor to the extent expressly provided in this Indenture, having any claim against the Owner Trustee or the Indenture Trustee by reason of the transactions contemplated hereby shall, subject to the lien and priorities of payment as herein provided, look only to the Indenture Estate for payment or satisfaction thereof.

Section 6.07. No Compensation from Vendor or Indenture Estate. The Owner Trustee and the Indenture Trustee agree that they shall have no right against the holders of the Secured Equipment Notes or, in the case of the Indenture Trustee, except as provided in Sections 3.03 and 4.03, the Indenture Estate, for any fee as compensation for its services hereunder.

## ARTICLE VII

### INDEMNIFICATION OF INDENTURE TRUSTEE

Section 7.01. Scope of Indemnification. The Owner Trustee hereby agrees, whether or not any of the transactions contemplated hereby or in the Participation Agreement shall be consummated, except as to matters covered by the indemnity furnished pursuant to Section 5.03 hereof, to assume liability for, and does hereby indemnify, protect, save and keep harmless the Indenture Trustee, in its individual capacity and its successors, assigns, agents and servants, from and against any and all liabilities (including strict tort liability), obligations, losses, damages, penalties, taxes (excluding any taxes, fees or other charges on, based on, or measured by, any fees or compensation received by the Indenture Trustee for services rendered in connection with the transactions contemplated hereby and any taxes, fees or other charges against which the Lessee is not required to indemnify pursuant to Section 7.1 of the Participation Agreement), claims, actions, suits, costs, expenses or disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Indenture Estate or the Indenture Trustee (whether or not also indemnified against by any other person under any other document) in any way relating to or arising out of this Indenture, the Trust Agreement and Indenture Supplement, the Trust Agreement, the Secured Equipment Notes, the Lease, or the Participation Agreement or the enforcement of any of the terms of any thereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, non-acceptance, rejection, ownership, delivery, lease, sublease, registration, re-registration, possession, use, operation, condition, sale, return or other disposition of the Equipment or any part thereof (including, without limitation, latent and other defects, whether or not discoverable, and any claim for patent, trademark or copyright infringement), or in any way relating to or arising out of the administration of the Trust Estate or the Indenture Estate or the action or inaction of

the Owner Trustee or the Indenture Trustee hereunder except only in the case of willful misconduct or gross negligence of the Indenture Trustee in the performance of its duties hereunder or the breach of any of its representations and warranties set forth herein or in Section 3.3 of the Participation Agreement; provided that the Indenture Trustee shall not make any claim under this Section 7.01 for any claim or expense indemnified against by the Lessee under the Participation Agreement without first making demand on the Lessee for payment of such claim or expense; provided further that, notwithstanding any provision to the contrary herein, the scope of the Owner Trustee's indemnity obligations under this Section 7.01 shall not exceed the scope of the indemnity obligations of the Lessee under Section 7.1 and 7.2 of the Participation Agreement.

## ARTICLE VIII

### SUCCESSOR TRUSTEES

Section 8.01. Notice of Successor Owner Trustee. In the case of any appointment of a successor to the Owner Trustee pursuant to the Trust Agreement or any merger, conversion, consolidation or sale of substantially all the business involving the Owner Trustee pursuant to the Trust Agreement, the successor Owner Trustee shall give prompt written notice thereof to the Indenture Trustee, the Lessee and the Vendor.

Section 8.02. Resignation of Indenture Trustee; Appointment of Successor.

(a) The resignation or removal of the Indenture Trustee and the appointment of a successor Indenture Trustee shall become effective only upon the successor Indenture Trustee's acceptance of appointment as provided in this Section 8.02. The Indenture Trustee or any successor thereto may resign at any time without cause by giving at least 30 days' prior written notice to the Owner Trustee, the Lessee and the holders of the Secured Equipment Notes. A Majority in Interest may at any time remove the Indenture Trustee without cause by an instrument in writing delivered to the Owner Trustee, the Lessee and the Indenture Trustee. In addition, the Lessee, on behalf of the Owner Trustee, may remove the Indenture Trustee if: (i) the Indenture Trustee fails to comply with Section 8.02(c), (ii) the Indenture Trustee is adjudged a bankrupt or an insolvent,

(iii) a receiver or public officer takes charge of the Indenture Trustee or its property or (iv) the Indenture Trustee becomes incapable of acting.

In the case of the resignation or removal of the Indenture Trustee, the Lessee, on behalf of the Owner Trustee (or, in the case of removal, as its designee, the Lessee, to the extent provided by Section 10 of the Participation Agreement) shall promptly appoint a successor Indenture Trustee, provided that a Majority in Interest may appoint, within one year after such resignation or removal, a successor Indenture Trustee which may be other than the successor Indenture Trustee appointed as provided above, and such successor Indenture Trustee appointed as provided above shall be superseded by the successor Indenture Trustee so appointed by a Majority in Interest. If a successor Indenture Trustee shall not have been appointed and accepted its appointment hereunder within 60 days after the Indenture Trustee gives notice of resignation as provided above, the retiring Indenture Trustee, the Lessee, the Owner Trustee or a Majority in Interest may petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee. Any successor Indenture Trustee so appointed by such court shall immediately and without further act be superseded by any successor Indenture Trustee appointed as provided in the proviso to the fifth sentence of this paragraph (a) within one year from the date of the appointment by such court.

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

(c) The Indenture Trustee shall be a bank or trust company in good standing organized under the laws of the United States of America or any state and having a combined capital and surplus of at least \$100,000,000, if there be such an institution willing, able and legally qualified to perform the duties of the Indenture Trustee hereunder upon reasonable or customary terms.

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

## ARTICLE IX

### SUPPLEMENTS AND AMENDMENTS TO THIS INDENTURE AND OTHER DOCUMENTS

#### Section 9.01. Supplemental Indentures.

##### (a) Supplemental Indentures Without Consent of Holders.

The Owner Trustee and the Indenture Trustee, at any time and from time to time, without notice to or the consent of any holders of any Secured Equipment Notes, may enter into one or more indentures supplemental hereto for any of the following purposes:

(i) to correct or amplify the description of any property at any time subject to the lien of this Indenture or better to assure, convey and confirm unto the Indenture Trustee any property subject or required to be subject to the lien of this Indenture or to subject to the lien of this Indenture any Unit or Units substituted for any Unit or Units in accordance with the Lease; provided, however, that indenture supplements entered into for the purpose of subjecting to the lien of this Indenture any Unit or Units substituted for any in accordance with the Lease need only be executed by the Owner Trustee; or

(ii) to evidence the succession of another trustee to the Owner Trustee and the assumption by any such successor of the covenants of the Owner Trustee herein and in the Secured Equipment Notes contained, or to evidence (in accordance with Article VIII) the succession of a new Indenture Trustee hereunder; or

(iii) to add to the covenants of the Owner Trustee, for the benefit of the holders of the Secured Equipment Notes, or to surrender any right or power herein conferred upon the Owner Trustee; or

(iv) to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising hereunder so long as any such action does not adversely affect the interests of the holders of the Secured Equipment Notes;

provided, that without the consent of the Lessee, no such supplement to this Indenture or waiver or modification of the terms hereof shall alter or modify Article II, III or IX or the provisions of the proviso to Section 4.03(a) or Section 2.01, 2.02, 2.05, 2.10 or 4.05.

(b) Supplemental Indentures With Consent of Majority In Interest. With the written consent of a Majority in Interest, the Owner Trustee may, and the Indenture Trustee, subject to Section 9.02 hereof, shall, at any time and from time to time, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights and obligations of holders of the Secured Equipment Notes and of the Owner Trustee under this Indenture; provided, however, without the consent of each holder of a Secured Equipment Note affected thereby, no such supplemental indenture shall:

(1) change the final maturity of the principal of any Secured Equipment Note, or change the dates or amounts of payment of any installment of the principal of or premium, if any, or interest on any Secured Equipment Note, or reduce the principal amount thereof or the premium, if any, or interest thereon, or change to a location outside the United States the place of payment where, or the coin or currency in which, any Secured Equipment Note or the premium, if any, or

interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment of principal or premium, if any, or interest on or after the date such principal or premium, if any, or interest becomes due and payable; or

(2) create any lien with respect to the Indenture Estate ranking prior to, or on a parity with, the security interest created by this Indenture except such as are permitted by this Indenture, or deprive any holder of a Secured Equipment Note of the benefit of the lien or the Indenture Estate created by this Indenture; or

(3) reduce the percentage in principal amount of the Secured Equipment Notes, the consent of whose holders is required for any such supplemental indenture, or the consent of whose holders is required for any waiver (of compliance with certain provisions of this Indenture, or of certain defaults hereunder and their consequences) provided for in this Indenture; or

(4) modify any provisions of this Section 9.01(b), except to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the holder of each Secured Equipment Note affected thereby;

provided that without the consent of the Lessee, no such supplement to this Indenture or waiver or modification of the terms hereof shall alter or modify Article II, III or IX or the provisions of the proviso to Section 4.03(a) or Section 2.01, 2.02, 2.05, 2.10 or 4.05

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

Section 9.03. Reserved

Section 9.04. Documents Mailed to Holders. Promptly after the execution by the Indenture Trustee of any document entered into pursuant to Section 9.01(b), the Indenture Trustee shall mail, by first-class mail, postage prepaid, a conformed copy thereof to each holder of a Secured

Equipment Note at its address last known to the Indenture Trustee, but the failure of the Indenture Trustee to mail such conformed copies shall not impair or affect the validity of such document.

Section 9.05. Amendments, Waivers, etc. of Other Documents.

(a) The Owner Trustee and the Indenture Trustee from time to time and at any time, subject to the restrictions in this Indenture contained, may, but in the case of the Indenture Trustee without any obligation to obtain the direction or consent of a Majority in Interest, enter into an agreement or agreements supplemental hereto, which thereafter shall form a part hereof, for any one or more or all of the following purposes:

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

(2) to subject to the Lien of this Indenture additional property hereafter acquired by the Owner Trustee and intended to be subjected to the Lien of this Indenture and to correct and amplify the description of the Collateral;

(3) to permit the qualification of this Indenture 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;

(4) to reflect a revised payment schedule on the Secured Equipment Notes pursuant to a reoptimization of the Secured Equipment Notes permitted by and complying with the terms of Section 2.6 of the Participation Agreement; and

(5) for any other purpose not inconsistent with the terms of this Indenture or to cure any ambiguity or cure, correct or supplement any defect or inconsistent provisions of this Indenture or any supplement and the covenants to perform all requirements of any such supplemental agreement.

No restriction or obligation imposed upon the Owner Trustee may, except as otherwise provided in this Indenture, be waived or modified by any such supplemental agreement.

(b) The Indenture Trustee from time to time and at any time, subject to the restrictions contained in this Indenture, may, but without any obligation to first obtain the direction or consent of a Majority in Interest, consent to any amendment or supplement to the Lease for any one of the following purposes:

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

(2) to adjust the Basic Rent, Stipulated Loss Values and Termination Values payable under the Lease pursuant to Section 2.6 of the Participation Agreement and subject to all of the conditions set forth in said Section 2.6; provided, however, that on or before the effective date of any amendment of or supplement to the Lease pursuant to the provisions of this paragraph (2), the Indenture Trustee shall have received an Officer's Certificate of the Lessee addressed to the holders of the Secured Equipment Notes and the Indenture Trustee, to the effect that, after giving effect to such supplement, the amount of basic rent payable on each Rent Payment Date under the Lease equals or exceeds the amount payable on such date for principal and accrued interest on all the Secured Equipment Notes, and the amounts of Stipulated Loss Value and Termination Value payable on any date with respect to any Unit under the Lease equals or exceeds the minimum amount required by each final sentence of the respective definitions of the terms Stipulated Loss Value and Termination Value after giving effect to the payment of Basic Rent on such date, which Certificate shall set forth sufficient detailed information to demonstrate the matters covered in this proviso.

No restriction or obligation imposed upon the Lessee may, except as otherwise provided in this Indenture, be waived or modified by any such supplement to the Lease.

(c) Upon the waiver or consent of a Majority in Interest, (x) the Owner Trustee may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Indenture or any agreement supplemental hereto, or (y) the Owner Trustee and the

Indenture Trustee may enter into an agreement or agreements supplemental hereto for the purpose of adding, changing or eliminating any provisions of this Indenture or of any agreement supplemental hereto or modifying in any manner the rights and obligations of the holders of the Secured Equipment Notes and the Owner Trustee; provided, however, that without the consent of each holder of a Secured Equipment Note no such waiver or supplemental agreement shall (i) except as permitted by Section 2.6 of the Participation Agreement, change the final maturity of the principal of any Secured Equipment Note, or change the dates or amounts of payment of any installment of the principal of or premium, if any, or interest on any Secured Equipment Note, or reduce the principal amount thereof or the premium, if any, or interest thereon, or change to a location outside the United States the place of payment where, or the coin or currency in which, any Secured Equipment Note or the premium, if any, or interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment of principal or premium, if any, or interest on or after the date such principal or premium, if any, or interest becomes due and payable; or (ii) permit the creation of any Lien or security interest with respect to any of the Collateral, without the consent of the holders of all Secured Equipment Notes at the time outstanding; (iii) effect the deprivation of the holder of any Secured Equipment Notes of the benefit of the Lien and security interest of this Indenture upon all or any part of the Collateral without the consent of such holder; (iv) reduce the percentage in principal amount of Secured Equipment Notes, the consent of whose holders is required for any such waiver or supplemental agreement pursuant to this Section; (v) except as permitted by Section 2.6 of the Participation Agreement, affect the average life, or extend the maturity or payment dates of the Secured Equipment Notes or (vi) modify the rights, duties or immunities of the Indenture Trustee, without the consent of the Indenture Trustee and of the holders of all of the Secured Equipment Notes at the time outstanding. The Owner Trustee shall not pay or cause to be paid to any holder of a Secured Equipment Note any remuneration for or in connection with such holder of a Secured Equipment Note's consent to any waiver or consent unless each holder of a Secured Equipment Note is paid remuneration in a ratable amount (based on the proportion which the principal balance of such holder's Secured Equipment Notes bears to the principal balance of all of the Secured Equipment Notes).

(d) Promptly after the execution by the Owner Trustee and the Indenture Trustee of any waiver, consent or supplemental agreement pursuant to the provisions of Section 9.05(a), (b) or (c), the Indenture Trustee shall deliver a conformed copy thereof, mailed, first-class, postage prepaid, to each holder of a Secured Equipment Note. Any failure of the Indenture Trustee to delivery such copy, or any defect therein, shall not, however, in any way impair or affect the validity of any such waiver, consent or supplemental agreement.

(e) The Indenture Trustee is hereby authorized to join with the Owner Trustee in the execution of any such supplemental agreement authorized or permitted by the terms of this Indenture and to make the further agreements and stipulations which may be therein contained, and the Indenture Trustee may receive an opinion of counsel as conclusive evidence that any supplemental agreement executed pursuant to the provisions of this Section 9.05 complies with the requirements of this Section 9.05.

## ARTICLE X

### MISCELLANEOUS

Section 10.01. Termination of Indenture. With respect to each Unit, this Indenture and the trusts created hereby shall terminate and this Indenture shall be of no further force or effect upon the earliest to occur of (i) the termination of the Lease with respect to such Unit by Lessee pursuant to Section 10 thereof and upon payment in full to the Indenture Trustee of the amounts required to be paid pursuant to Section 2.10(a) in respect of such Unit, (ii) the termination of the Lease with respect to such Unit pursuant to Section 11 thereof and upon payment in full to the Indenture Trustee of the amounts required to be paid pursuant to Section 2.10(b) in respect of such Unit, (iii) the termination of the Lease with respect to such Unit pursuant to Section 22.1 of the Lease and upon the payment in full to the Indenture Trustee of the amounts required to be paid pursuant to Section 2.10(c) in respect of such Unit, and (iv) the payment in full of the principal amount of and interest on all Secured Equipment Notes outstanding hereunder and all other sums payable to the Indenture Trustee and the holders of the Secured Equipment Notes hereunder and under such Secured Equipment Notes and under the Participation Agreement.

Section 10.02. No Legal Title to Indenture Estate in Holders. No holder of any Secured Equipment Note shall have legal title to any part of the Indenture Estate. No transfer, by operation of law or otherwise, of any Secured Equipment Note or other right, title and interest of any holder of a Secured Equipment Note in and to the Indenture Estate or hereunder shall operate to terminate this Indenture or the trusts hereunder or entitle any successor or transferee of such holder to an accounting or to the transfer to it of legal title to any part of the Indenture Estate.

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

Section 10.04. Remedies Cumulative. Each and every right, power and remedy herein specifically given to the Indenture Trustee or otherwise in this Indenture shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Indenture Trustee, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of any default on the part of the Owner Trustee or the Lessee or to be an acquiescence therein.

Section 10.05. Discontinuance of Proceedings. In case the Indenture Trustee shall have proceeded to enforce any right, power or remedy under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Indenture Trustee, then and in every such case the Owner Trustee, the Owner Participant, the Indenture Trustee and the Lessee shall be restored to their former positions and rights hereunder with

respect to the Indenture Estate, and all rights, remedies and powers of the Indenture Trustee shall continue as if no such proceedings had been undertaken (but otherwise without prejudice).

Section 10.06. Indenture and Secured Equipment Notes for Benefit of Owner Trustee, Indenture Trustee, Owner Participant and Holders Only. Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Owner Trustee (individually and as trustee), the Indenture Trustee, the Owner Participant (as set forth herein), the Lessee and the holders of the Secured Equipment Notes any legal or equitable right, remedy or claim under or in respect of this Indenture or any Secured Equipment Note.

Section 10.07. Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices required or permitted under the terms and provisions hereof shall be in writing, and shall become effective when deposited in the United States mail, with proper postage for first class registered or certified mail prepaid, when delivered personally, or, if promptly confirmed by mail as provided above, when dispatched by facsimile, telegram, telex or other written telecommunication addressed (i) if to the Owner Trustee, at its office at 79 South Main Street, Salt Lake City, Utah 84111, Attention: Corporate Trust Department, (ii) if to the Indenture Trustee, at its office at Rodney Square North, Wilmington, Delaware 19890, Attention: Corporate Trust Administration, (iii) if to the Vendor, at such address as is set forth in Section 11.4 of the Participation Agreement, or if not so specified, at the address set forth in the register maintained pursuant to Section 2.07 hereof, or at such address as such Vendor shall have furnished by notice to the Owner Trustee and the Indenture Trustee, (iv) if to the Lessee, at 777 Main Street, Fort Worth, Texas 76102, Attention: Treasurer, (v) if to the Owner Participant, at its office at 777 Main Street, Fort Worth, Texas 76102, Attention: Treasurer and (vi) if to any of the foregoing Persons, at such other address as such Person shall from time to time designate by written notice to the other parties hereto in accordance with this Section 10.07.

Notwithstanding the foregoing provisions, for purposes of Sections 4.01, 4.02, 5.01 and 5.02, written notice shall be deemed given when it is in fact received (by mail or otherwise) by any addressee at the respective addresses specified above.

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

Section 10.08. Severability. Any provision of this Indenture which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event of any inconsistency or conflict between any provision of this Indenture and any provision of the Trust Agreement, such provision in this Indenture shall govern and control.

Section 10.09. Separate Counterparts. This Indenture may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Indenture including a signature page executed by each of the parties hereto shall be an original counterpart of this Indenture, but all of such counterparts together shall constitute one instrument.

Section 10.10. Successors and Assigns. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Owner Trustee and its successors and permitted assigns, the Owner Participant and its successors and permitted assigns, and the Indenture Trustee and its successors and permitted assigns, and each holder of a Secured Equipment Note, all as herein provided. Any request, notice, direction, consent, waiver or other instrument or action by any holder of a Secured Equipment Note shall bind the successors and assigns of such holder.

Section 10.11. Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 10.12. Governing Law. THIS INDENTURE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. THIS INDENTURE IS BEING DELIVERED IN THE STATE OF NEW YORK.

Section 10.13. Normal Commercial Relations. Anything contained in this Indenture to the contrary notwithstanding, the Owner Participant, the Owner Trustee or the Indenture Trustee or any affiliate of the Owner Participant, the Owner Trustee or the Indenture Trustee may enter into commercial banking or other financial transactions, and conduct banking or other commercial relationships, with the Lessee, any holder of a Secured Equipment Note or the Indenture Trustee (in its individual capacity or otherwise) fully to the same extent as if this Indenture were not in effect, including, without limitation, the making of loans or other extensions of credit for any purpose whatsoever.

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

WILMINGTON TRUST COMPANY,  
not in its individual  
capacity except as ex-  
pressly set forth herein,  
but solely as Indenture  
Trustee

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

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in  
its individual capacity  
except as set forth in  
Section 6.03 hereof, but  
solely as Owner Trustee

By:   
Its ASSISTANT TRUST OFFICER

STATE OF Delaware )  
COUNTY OF New Castle ) ss:

On this 15 day of October, 1991, before me personally appeared Carolyn Daniels to me personally known, who being by me duly sworn, says that he is a Senior Financial Services officer of Wilmington Trust Company, that said instrument was signed and sealed on October 15, 1991, on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By: Eugene F. Kenny  
Notary Public

( S E A L )

My Commission Expires: \_\_\_\_\_

EUGENE F. KENNY  
Notary Public, State of New York  
No. 31-4986102  
Qualified in New York County  
Commission Expires Sept. 3, 1993

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss:

On this 15 day of October, 1991, before me personally appeared BRETT R. KING to me personally known who being by me duly sworn, says that he is a ASSISTANT TRUST OFFICER of First Security Bank of Utah, NA, that said instrument was signed and sealed on October 15, 1991, on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By: Eugene F. Kenny  
Notary Public

( S E A L )

My Commission Expires: \_\_\_\_\_

EUGENE F. KENNY  
Notary Public, State of New York  
No. 31-4986102  
Qualified in New York County  
Commission Expires Sept. 3, 1993

## TRUST INDENTURE SUPPLEMENT

This INDENTURE SUPPLEMENT No. \_\_, dated \_\_\_\_\_, (this "Indenture Supplement"), of First Security Bank of Utah, a national banking association, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement dated as of October 1, 1991 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and BN Leasing Corporation, a Delaware corporation, as Owner Participant;

W I T N E S S E T H :

WHEREAS, the Trust Agreement provides for the execution and delivery of supplements thereto (individually, an "Indenture Supplement" and, collectively, "Indenture Supplements") substantially in the form hereof which shall particularly describe the Equipment (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement, by having attached thereto a copy of the Lease Supplement covering the Equipment;

WHEREAS, the Trust Indenture and Security Agreement dated as of October 1, 1991 (the "Indenture"), between the Owner Trustee and Wilmington Trust Company, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment, by having attached thereto a copy of the Lease Supplement, and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, each of the Trust Agreement and the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof, and a counterpart of each of the Trust Agreement and the Indenture is attached to and made a part of this Indenture Supplement;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on all of the Secured Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of

the holders of the Secured Equipment Notes in the Secured Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Secured Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, granted, transferred, pledged and confirmed, and does hereby sell, assign, grant, transfer, pledge and confirm, the property comprising the Equipment described in the copy of the Lease Supplement attached hereto, (ii) has sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Secured Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Secured Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and to the Trust Agreement and shall form a part of each, and the Trust Agreement and the Indenture are each hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement is being delivered in the State of New York.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

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

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION, not in its  
individual capacity but solely as  
Owner Trustee

By: \_\_\_\_\_

Its \_\_\_\_\_

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

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF UTAH                    )  
  ) ss:  
COUNTY OF SALT LAKE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of \_\_\_\_\_, that said instrument was signed and sealed on \_\_\_\_\_, 1991, on behalf of said association authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By: \_\_\_\_\_  
Notary Public

( S E A L )

My Commission Expires: \_\_\_\_\_

STATE OF                            )  
  ) ss:  
COUNTY OF                        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of \_\_\_\_\_, that said instrument was signed and sealed on \_\_\_\_\_, 1991, on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By: \_\_\_\_\_  
Notary Public

( S E A L )

My Commission Expires: \_\_\_\_\_

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LEASE SUPPLEMENT NO. 1

Dated October 16, 1991

between

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION  
Lessor

and

BURLINGTON NORTHERN RAILROAD COMPANY  
Lessee

---

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT, DATED AS OF OCTOBER 1, 1991, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. SEE SECTION 26.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

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Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on \_\_\_\_\_, 1991, at \_\_\_\_:\_\_\_\_.M.  
Recordation Number \_\_\_\_\_, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada to \_\_\_\_\_, 1991, at \_\_\_\_:\_\_\_\_.M.

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LEASE SUPPLEMENT NO. 1

LEASE SUPPLEMENT NO. 1 dated October 16, 1991, (this "Lease Supplement") between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement dated as of October 1, 1991, (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, Vendor shall deliver to Owner Trustee a Vendor Bill of Sale dated such date by which Vendor bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Vendor, the Units to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Vendor and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that the Units set forth on Appendix A comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Appendix A hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Appendix A hereto as of the date hereof.

4. The Closing Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$63,744,000 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 4 and 5 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of October 1, 1991", the "Lease Agreement, dated as of October 1, 1991" or the "Lease, dated as of October 1, 1991", may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as a part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION  
not in its individual capacity except as otherwise expressly provided but solely as Owner Trustee

By: \_\_\_\_\_

Name:

Title:

LESSEE:

BURLINGTON NORTHERN RAILROAD COMPANY

By: \_\_\_\_\_

Name:

Title:

STATE OF UTAH )  
 ) ss:  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ of \_\_\_\_\_, that said instrument was signed and sealed on \_\_\_\_\_, 1991, on behalf of such association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By: \_\_\_\_\_  
Notary Public

( S E A L )

My Commission Expires: \_\_\_\_\_



**APPENDIX A**  
**TO THE LEASE SUPPLEMENT**

<u>Type of Equipment</u>	<u>Number of Units</u>	<u>Reporting Marks</u>
<u>TYPE A EQUIPMENT</u>		
SD60-M Locomotives	14	BN 9250 thru BN 9263
<u>TYPE B EQUIPMENT</u>		
GP39-2 Locomotives	23	BN 2759 thru BN 2761 BN 2870 thru BN 2874 BN 2885 thru BN 2899
<u>TYPE C EQUIPMENT</u>		
Aluminum Gondola Cars	240	BN 533641 thru BN 533880
<u>TYPE D EQUIPMENT</u>		
65' Gondola Cars	130	BN 580610 thru BN 580739
<u>TYPE E EQUIPMENT</u>		
Single Double Stack Cars	16	BN 64003 thru BN 64018
<u>TYPE F EQUIPMENT</u>		
Triple Double Stack Cars	31	BN 64019 thru BN 64049

EXHIBIT B

TERMS OF SECURED EQUIPMENT NOTES

\$50,995,200 aggregate principal amount of the 8.51%  
Secured Equipment Notes due April 16, 2012.

CERTIFICATE OF CCG EQUIPMENT LIMITED

CCG Equipment Limited ("CCG"), a Barbados company, in order to fulfill the requirements of Section 5.09 of the Trust Indenture and Security Agreement, dated as of October 1, 1991 between First Security Bank of Utah, National Association, as Owner Trustee, and Wilmington Trust Company, as Indenture Trustee (the "Trust Indenture") (capitalized terms used herein and not otherwise defined have the meaning given such terms in Appendix A to the Trust Indenture), hereby certifies that:

1. it is not making the loan evidenced by the Secured Equipment Notes as a bank on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business.

2. it does not own, directly or indirectly, 10 percent or more of the combined voting power of all classes of stock of the Owner Participant entitled to vote; and

3. it is not a "controlled foreign corporation" within the meaning of Code Section 957(a) that is related to either the Owner Participant or the Owner Trustee within the meaning of Code Section 864(d)(4).

If the information set forth in paragraphs 1 through 3 above changes, CCG will notify the Indenture Trustee of such changes within 30 days of such change.

Dated this \_\_\_ day of \_\_\_\_\_, 199\_\_.

CCG EQUIPMENT LIMITED

By \_\_\_\_\_  
Name:  
Title:

CERTIFICATE OF CCG EQUIPMENT LIMITED

CCG Equipment Limited ("CCG"), a Barbados company, in order to fulfill the requirements of Section 5.09 of the Trust Indenture and Security Agreement, dated as of October 1, 1991 between First Security Bank of Utah, National Association, as Owner Trustee, and Wilmington Trust Company, as Indenture Trustee (the "Trust Indenture") (capitalized terms used herein and not otherwise defined have the meaning given such terms in Appendix A to the Trust Indenture), hereby certifies that:

1. it is not making the loan evidenced by the Secured Equipment Notes as a bank on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business.

2. it does not own, directly or indirectly, 10 percent or more of the combined voting power of all classes of stock of the Owner Participant entitled to vote; and

3. it is not a "controlled foreign corporation" within the meaning of Code Section 957(a) that is related to either the Owner Participant or the Owner Trustee within the meaning of Code Section 864(d)(4).

If the information set forth in paragraphs 1 through 3 above changes, CCG will notify the Indenture Trustee of such changes within 30 days of such change.

Dated this \_\_\_ day of \_\_\_\_\_, 199\_\_.

CCG EQUIPMENT LIMITED

By \_\_\_\_\_  
Name:  
Title:

APPENDIX A  
to the  
Participation Agreement  
Equipment Lease Agreement  
Trust Indenture and Security Agreement

DEFINITIONS

General Provisions

The following terms shall have the following meanings for all purposes of the Operative Agreements referred to below, unless otherwise defined in an Operative Agreement or the context thereof shall otherwise require and such meanings shall be equally applicable to both the singular and the plural forms of the terms herein defined. In the case of any conflict between the provisions of this Appendix A and the provisions of the main body of any Operative Agreement, the provisions of the main body of such Operative Agreement shall control the construction of such Operative Agreement.

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

Defined Terms:

"Advance" shall have the meaning specified in Section 3.5 of the Lease.

"Affiliate" of any Person shall mean any other Person which directly or indirectly controls, or is controlled by, or is under a common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

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

"Assignment and Assumption Agreement" shall mean an assignment and assumption agreement entered into between an Owner Participant and a permitted transferee.

"Average Life Date" shall mean, with respect to the payment of Secured Equipment Notes, the date which follows the prepayment date by a period equal to the Remaining Weighted Average Life of such Secured Equipment Notes.

"Bankruptcy Code" shall mean title 11 of the United States Code entitled "Bankruptcy," as now or hereafter in effect, or any successor thereto.

"Basic Rent" shall mean, with respect to any Unit of Equipment, all rent payable by the Lessee to the Lessor pursuant to Section 3.2 of the Lease for the Basic Term for such Unit, and all rent payable pursuant to Section 22.2 of the Lease for any Renewal Term for such Unit.

"Basic Term" shall have the meaning specified in Section 3.1 of the Lease.

"Basic Term Commencement Date" shall mean, April 16, 1992.

"Basic Term Expiration Date" shall mean April 16, 2012.

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

"BNI" shall mean Burlington Northern, Inc., a Delaware corporation or its successors and assigns.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banking institutions are authorized or required by law, regulation or executive order to be closed in New York, New York, Fort Worth, Texas, the city and state in which the principal place of business of the Owner Participant is located, the city and state in which the principal corporate trust office of the Owner Trustee is located, and, until the lien of the Indenture has been discharged, the city and state in which the principal corporate trust office of the Indenture Trustee is located.

"Casualty Loss Determination Date" with respect to any Unit shall mean the date specified in Schedule 4 to the Participation Agreement which is the same as or immediately precedes a Stipulated Loss Payment Date on which Stipulated Loss Value is payable with respect to such Unit.

"Certificate of Acceptance" shall have the meaning specified in Section 2 of the Lease.

"Change in Tax Law" shall mean a change, amendment, modification, addition or deletion in or to the Code, any regulation thereunder (whether proposed, temporary or final) or any Revenue Ruling, Revenue Procedure or other published administrative determination, in each case after the execution and delivery of the Participation Agreement.

"Closing Date" shall mean the date the Units of Equipment are delivered to the Owner Trustee pursuant to Section 2 of the Participation Agreement.

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

"Collateral" shall have the meaning specified in the Granting Clause of the Indenture.

"Debt Amortization" with respect to any Secured Equipment Note shall mean the amortization schedule of principal payments applicable thereto.

"Debt Rate" shall mean 8.51%.

"Delayed Closing Date" shall have the meaning specified in Section 2.7 of the Participation Agreement.

"Delivery Date" shall mean with respect to each Unit, the date of the initial Lease Supplement covering such Unit, which date shall be the date such Unit is accepted by Lessor and leased to and accepted by Lessee under the Lease.

"Determination Date" shall mean, with respect to any Unit, the date specified in Schedule 5 to the Participation Agreement which is the same as or immediately precedes the date on which the Purchase Option Holder elects to purchase any Units pursuant to Section 9 of the Participation Agreement.

"Equipment" shall mean collectively those items of railroad rolling stock described in the Lease Supplements and the Indenture Supplements, together with any and all accessions, additions, improvements and replacements from time to time incorporated or installed in any item thereof which are the property of the Owner Trustee pursuant to the terms of the Lease, and "Unit" shall mean individually the various items thereof.

"Equipment Cost" shall mean, for each Unit, the purchase price therefor paid by the Owner Trustee to the Vendor pursuant to Section 2 of the Participation Agreement and as set forth in Schedule 1 to the Participation Agreement with respect to such Unit.

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

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

"Excepted Property" shall mean (i) indemnity payments paid or payable by Lessee in respect of the Owner Participant or the Owner Trustee in its individual capacity, pursuant to Sections 7.1 and 7.2 of the Participation Agreement, (ii) proceeds of public liability insurance with respect to the Equipment payable as a result of insurance claims made or losses suffered by the Owner Trustee in its individual capacity, the Indenture Trustee or the Owner Participant, (iii) proceeds of insurance maintained with respect to the Equipment by the Owner Participant (whether directly or through the Owner Trustee) and not required under Section 12.1 of the Lease, (iv) payments of Supplemental Rent by Lessee in respect of any amounts payable under the Tax Indemnity Agreement, (v) fees payable to the Owner Trustee pursuant to Section 7.5(b) of the Participation Agreement, and (vi) any right to enforce the payment of any amounts described in clauses (i) through (v) above.

"Excepted Rights in Collateral" shall mean rights expressly granted to the Owner Trustee or Owner Participant to the exclusion of the Indenture Trustee under the Indenture, including, without limitation, pursuant to Section 4.04 of the Indenture.

"Excess Foreign Losses" shall have the meaning specified in the Tax Indemnity Agreement.

"Fair Market Rental Value" or "Fair Market Sales Value" with respect to any Unit of Equipment shall mean the cash rent or cash price obtainable for such Unit in an arm's length lease or sale between an informed and willing lessee or purchaser under no compulsion to lease or purchase, as the case may be, and an informed and willing lessor or seller, under no compulsion to lease or sell, as the case may be, as the same shall be specified by agreement between Lessor and Lessee (or Purchase Option Holder, in the case of the exercise of a purchase option). Lessee, upon delivering to Lessor its revocable notice of exercise of its option to renew the Lease with respect to any Unit, and the Purchase Option Holder, upon delivering to Lessor its revocable notice of its exercise of its option to purchase any Unit, shall in such notice set forth a rental value or purchase price for such Unit or Units, as the case may be. If the parties are unable to agree upon a Fair Market Rental Value and/or a Fair Market Sales Value within 30 days after delivery of the aforementioned notice by Lessee or Purchase Option Holder, as the case may be, the purchase price of such Unit or Units shall be determined by appraisal. Lessee or Purchase Option Holder, as the case may be, will within 15 days after such 30-day period provide Lessor the name of any appraiser that would be satisfactory to Lessee or Purchase Option Holder, as the case may be, and Lessor and Lessee or Purchase Option Holder, as the case may be, will consult with the intent of selecting a mutually acceptable appraiser. If a mutually acceptable appraiser is selected, the Fair Market Rental Value or the Fair Market Sales Value, as the case may be, shall be determined by such appraiser and Lessor and Lessee or Purchase Option Holder, as the case may be, shall each bear one half of the cost thereof. If Lessee or Purchase Option Holder, as the case may be, and Lessor are unable to agree upon a single appraiser within such 15-day period, Lessor will retain an appraiser within 15 days. The appraiser selected by Lessee or Purchase Option Holder, as the case may be, and the appraiser selected by Lessor shall select a consensus appraiser within 30 days. If the appraisers cannot agree on a consensus appraiser within 30 days, the Fair Market Rental Value, and/or Fair Market Sales Value shall be determined by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association and the cost of such determination shall be borne equally by Lessee or Purchase Option Holder, as the case may be, and Lessor, except that Lessee or Purchase Option Holder, as the case may be, shall bear the cost of the appraiser selected by Lessee or Purchase Option Holder, as the case may be, and Lessor shall bear the cost of the appraiser selected by Lessor. If the

parties are able to agree upon a single appraiser or the two appraisers are able to agree upon a consensus appraiser, the single appraiser or the three appraisers, as the case may be, shall within 30 days make a determination of such Fair Market Rental Value and/or Fair Market Sales Value. If there shall be a panel of three appraisers, the appraisal which differs most from the other two appraisals with respect to Fair Market Rental Value and Fair Market Sales Value, each considered separately, shall be excluded and the remaining two appraisals shall be averaged and such average shall constitute the Fair Market Rental Value or Fair Market Sales Value, as appropriate. If there shall be a panel of three appraisers, Lessee or Purchase Option Holder, as the case may be, shall bear the cost of the appraiser selected by Lessee or Purchase Option Holder, Lessor shall bear the cost of the appraiser selected by Lessor, and Lessee or Purchase Option Holder, as the case may be, and Lessor shall equally share the cost of the consensus appraiser. If Lessee revokes its notice to renew the lease or the Purchase Option Holder revokes its notice to purchase any Unit, Lessee or Purchase Option Holder, as the case may be, will pay the cost of the appraisal.

"Federal Funds Rate" shall mean the rate set forth in H.15(519) for any day opposite the caption "Federal Funds (Effective)". If on a day such rate is not yet published in H.15(519), the rate for that day will be the rate set forth in Composite 3:30 P.M. Quotation for U.S. Government Securities for that day under the caption "Federal Funds/Effective Rate".

"Final Rent Payment Date" shall mean, for each Unit, the last Rent Payment Date during the Basic Term applicable to such Unit.

"Fixed Price Purchase Date" shall mean April 12, 2009 or April 16, 2012.

"Fixed Purchase Price" shall mean (i) with respect to any Unit the subject of a purchase on April 12, 2009, the amount equal to the product of 51% and the Equipment Cost for such Unit and (ii) with respect to any Unit the subject of a purchase on April 12, 2012, the amount equal to the product of 47% and the Equipment Cost for such Unit.

"Fixed Rate Renewal Term" shall have the meaning specified in Section 22.2 of the Lease.

"ICC" shall mean the Interstate Commerce Commission.

"Indemnified Person" shall have the meaning specified in Section 7.2(b) of the Participation Agreement.

"Indenture" or "Trust Indenture" shall mean the Trust Indenture and Security Agreement, dated as of October 1, 1991, between the Owner Trustee, in the capacities described therein, and Indenture Trustee, as amended, supplemented or otherwise modified from time to time, including supplementation by each Indenture Supplement pursuant thereto.

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

"Indenture Estate" shall have the meaning specified in the Granting Clause of the Indenture.

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

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

"Indenture Trustee" shall mean Wilmington Trust Company, a Delaware corporation, not in its individual capacity, but solely as Indenture Trustee under the Indenture and its successors thereunder.

"Indenture Trustee Agreements" shall mean the Operative Agreements to which the Indenture Trustee, either in its individual or its fiduciary capacity, is a party.

"Interchange Rules" shall mean the interchange rules or supplements thereto of the Mechanical Division of the Association of American Railroads, as the same may be in effect from time to time.

"Interim Interest" shall have the meaning specified in Section 2.2(b) of the Participation Agreement.

"Interim Term" shall have the meaning specified in Section 3.1 of the Lease.

"Investment Banker" shall mean an independent investment banking institution of national standing appointed by the Lessee.

"Late Rate" shall mean the lesser of (y) the higher of 2% over the Debt Rate and 2% over the Prime Rate and (z) the maximum interest rate from time to time permitted by law.

"Lease" or "Lease Agreement" or "Equipment Lease" shall mean the Equipment Lease Agreement, relating to the Equipment, dated as of October 1, 1991, between the Owner Trustee, in the capacities described therein, as Lessor, and the Lessee as amended, supplemented or otherwise modified from time to time. The term "Lease" shall include each Lease Supplement entered into pursuant to the terms of the Lease.

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

"Lease Event of Default" shall mean an Event of Default under the Lease as specified in Section 14 thereof.

"Lease Supplement" shall mean a Lease Supplement dated the Closing Date, substantially in the form of Exhibit A to the Lease, between the Lessor and the Lessee, covering the Equipment delivered on the Closing Date, and any subsequent Lease Supplement entered into in accordance with the terms of the Lease.

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

"Lessee" shall mean Burlington Northern Railroad Company, a Delaware corporation, and any corporation which succeeds thereto by merger or consolidation or which acquires all or substantially all of the assets thereof.

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

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

"Lessor's Liens" means any Lien affecting, on or in respect of the Equipment, the Lease or the Trust Estate arising as a result of (i) claims against or affecting Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant, not related to the transactions contemplated by the Lease or the Participation Agreement, or (ii) acts or omissions of the Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant, not related to the transactions contemplated by the Lease or the Participation Agreement, or not permitted under the Lease or under the Participation Agreement or in breach of any covenant or agreement of such Person set forth in any of the Operative Agreements, or (iii) taxes imposed against the Lessor (in its individual capacity or as Owner Trustee) or the Owner Participant or the Trust Estate which are not indemnified against by the Lessee pursuant to the Participation Agreement or under the Tax Indemnity Agreement, or (iv) claims against the Lessor or the Owner Participant arising out of the transfer (whether voluntary or involuntary) of the Lessor or the Owner Participant (without the consent of the Lessee, the Indenture Trustee and the Vendor) of all or any portion of their respective interests in the Equipment, the Trust Estate or the Operative Agreements, other than a transfer pursuant to Sections 10, 11, 12 or 15 of the Lease or Section 9 of the Participation Agreement.

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

"Locomotives" shall mean each of the new or remanufactured locomotives leased under the Lease Supplement(s).

"Loss of Tax Benefits" shall have the meaning specified in the Tax Indemnity Agreement..

"Majority in Interest" as of a particular date of determination shall mean, with respect to any action or decision of the holders of the Secured Equipment Notes, the holders of more than 50% in aggregate principal unpaid amount of the Secured Equipment Notes, if any, then outstanding which are affected by such decision or action, excluding any Secured Equipment Notes held by the Owner Participant or an Affiliate of the Owner Participant.

"Make-Whole Amount" shall mean, (x) with respect to any prepayment of Secured Equipment Notes prior to the expiration of the original Remaining Weighted Average Life of the Secured Equipment Notes, the amount which the Investment Banker determines as of the third Business Day prior to the prepayment date to equal the excess, if any, and (y) with respect to any prepayment of Secured Equipment Notes on or after the expiration of the original Remaining Weighted Average Life of the Secured Equipment Notes, the amount which the Investment Banker determines as of the third Business Day prior to the prepayment date to equal the excess or deficiency, as the case may be, if any, of (i) the sum of the present values of all the remaining scheduled payments of principal and interest avoided by such prepayment from the prepayment date to maturity of such Secured Equipment Notes, discounted semi-annually from the respective dates on which such payments would have been payable at a rate equal to the Treasury Rate, based on a 360-day year of twelve 30-day months, over (ii) the aggregate unpaid principal amount of such Secured Equipment Notes being prepaid.

"Modification" shall have the meaning specified in Section 9.2 of the Lease.

"Net Economic Return" shall mean the aggregate after-tax cash flow and the after-tax book yield expected by the original Owner Participant with respect to the Equipment, utilizing the multiple investment sinking fund method of analysis and the same assumptions as used by such Owner Participant (including the Tax Assumptions set forth in Section 1 of the Tax Indemnity Agreement) in making the original computations upon which its evaluation of its investment in the Equipment was based.

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

"Note Payment Date" shall mean each April 16 and October 16 of each year commencing on April 16, 1992, provided that if any such date shall not be a Business Day, then "Note Payment Date" shall mean the next succeeding Business Day.

"Officer's Certificate" shall mean a certificate signed (i) in the case of a corporation by the President, any Vice President, the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of such corporation,

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

"Operative Agreements" shall mean the Participation Agreement, the Owner Participant Bill of Sale, the Vendor Bill of Sale, the Trust Agreement, the Owner Participant Assignment of Warranties, the Vendor Assignment of Warranties, the Lease, each Lease Supplement, the Indenture and each Indenture Supplement.

"Owner Participant" shall mean BN Leasing Corporation, a Delaware corporation and its permitted successors and assigns.

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

"Owner Participant Assignment of Warranties" shall mean the Owner Participant Assignment of Warranties, dated the Closing Date between the Owner Participant and the Vendor, as amended, supplemented or otherwise modified from time to time.

"Owner Participant Bill of Sale" shall mean each bill of sale, dated the Closing Date, from the Owner Participant to the Vendor covering the Equipment, substantially in the form of Exhibit B-2 to the Participation Agreement.

"Owner Trustee" shall mean First Security Bank of Utah, National Association, a national banking association, not in its individual capacity but solely as Owner Trustee under the Trust Agreement and its successors thereunder.

"Owner Trustee Agreements" shall mean the Operative Agreements to which the Owner Trustee, either in its individual or fiduciary capacity, is a party.

"Participation Agreement" shall mean the Participation Agreement dated as of October 1, 1991, among the Lessee, the Purchase Option Holder, the Owner Participant, the Owner Trustee, the Vendor and the Indenture Trustee.

"Parts" shall mean all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature which may from time to time be incorporated or installed in or attached to the Equipment.

"Past Due Rate" shall mean the lesser of (y) the higher of 2% over the Debt Rate and 2% over the Prime Rate and (z) the maximum interest rate from time to time permitted by law.

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

"Permitted Liens" with respect to the Equipment and each Unit thereof, shall mean: (i) the interests of the Lessee and the Owner Trustee under the Lease and the Lease Supplements; (ii) the interest of the Lessee and any sublessee as provided in any sublease permitted pursuant to Section 8.3 of the Lease; (iii) any Liens thereon for taxes, assessments, levies, fees and other governmental and similar charges not due and payable or the amount or validity of which is being contested so long as there exists no material risk of sale, forfeiture, loss, or loss of use of any Unit; (iv) any Liens of mechanics, suppliers, materialmen, laborers, employees, repairmen and other like Liens arising in the ordinary course of business securing obligations which are not due and payable or the amount or validity of which is being contested so long as there exists no material risk of sale, forfeiture, loss, or loss of use of any Unit; (v) the Lien and security interest granted to the Indenture Trustee under and pursuant to the Indenture, and the respective rights of the Vendor, the Indenture Trustee, the Owner Participant and the Owner Trustee under the Operative Agreements; (vi) Liens arising out of any judgment or award against the Lessee (or any sublessee permitted pursuant to Section 8.3 of the Lease) with respect to which an appeal or proceeding for review is being presented in good faith and with respect to which there shall have been secured a stay of execution pending such appeal or proceeding for review; (vii) salvage rights of insurers under insurance policies maintained pursuant to Section 12; and (viii) any other Lien with respect to which the Lessee (or any sublessee) shall have provided a bond adequate in the reasonable opinion of the Owner Trustee and the Indenture Trustee.

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

"Prime Rate" shall mean the rate announced from time to time by Chase Manhattan Bank, N.A., as its prime commercial lending rate.

"Purchase Option Holder" shall mean Burlington Northern, Inc., a Delaware corporation.

"Refunding Date" shall have the meaning set forth in Section 11.2 of the Participation Agreement.

"Remaining Weighted Average Life" shall mean, as of the time of any determination thereof, the number of years obtained by dividing the then Remaining Dollar-Years of the principal amount of such Secured Equipment Notes by the aggregate principal amount of such Secured Equipment Notes. The term "Remaining Dollar-Years" of such principal amount shall mean the amount obtained by (i) multiplying (1) the amount of principal of such Secured Equipment Notes scheduled to become due on each scheduled payment date, by (2) the number of years (calculated to the nearest one-twelfth) which will elapse between the date of determination and such scheduled payment date, and (ii) totaling the products obtained in (i).

"Renewal Term" shall mean, with respect to any Unit, any term in respect of which the Lessee shall have exercised its option to renew the Lease for such Unit pursuant to Section 22.2 thereof, including any Fixed Rate Renewal Term.

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

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

"Rent Payment Date" or "Payment Date" shall mean each October 16 and April 16 of each year occurring during the Lease Term, provided that if any such date shall not be a Business Day, then "Rent Payment Date" or "Payment Date" shall mean the next succeeding Business Day.

"Replacement Unit" shall mean a Unit of substantially the same utility and Fair Market Rental Value as the Unit being replaced, which shall have been leased under the Lease pursuant to Section 11.4 of the Lease.

"Required Modification" shall have the meaning specified in Section 9.1 of the Lease.

"Responsible Officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of any party contained in any Operative Agreement, the President, or any Vice President, Assistant Vice President, Treasurer, Assistant Treasurer or other officer, who in the

normal performance of his operational responsibility would have knowledge of such matters and the requirements with respect thereto.

"Scheduled Closing Date" shall have the meaning specified in Section 2.7(b) of the Participation Agreement.

"Secured Equipment Notes" shall mean and include the Secured Equipment Notes, each to be substantially in the form therefor set forth in Section 2.01 of the Indenture, issued by the Owner Trustee pursuant to Section 2.02 of the Indenture, and authenticated by the Indenture Trustee, in principal amounts and bearing interest at the rates and payable as provided in Section 2.02 of the Indenture and secured as provided in the Granting Clause of the Indenture, and shall include any Secured Equipment Notes issued in exchange therefor or replacement thereof pursuant to Section 2.07 or 2.08 of the Indenture.

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

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

"Stipulated Loss Payment Date" shall have the meaning specified in Section 11.2 of the Lease.

"Stipulated Loss Value" payable with respect to an Event of Loss for any Unit shall mean (i) the amount determined by multiplying the Equipment Cost for such Unit by the percentage set forth in Schedule 4 to the Participation Agreement opposite the Casualty Loss Determination Date next preceding the Stipulated Loss Payment Date or, if the Stipulated Loss Payment Date occurs on a Casualty Loss Determination Date, by the percentage set forth opposite such Casualty Loss Determination Date (except that after more than 18% of the Units shall have suffered an Event of Loss (excluding those Units suffering an Event of Loss pursuant to clause (vi) of Section 11.1 of the Lease), such amount shall be determined by multiplying Lessor's Cost for such Unit by the percentage set forth in Schedule 5 to the Participation Agreement opposite the Termination Value Determination Date next preceding the Stipulated Loss Payment Date or, if the Stipulated Loss Payment Date occurs on a Termination Value Determination Date, by the percentage set forth opposite such Termination Value Determination Date, except that the provisions of this parenthetical shall

not apply to an Event of Loss pursuant to clause (vi) of Section 11.1 of the Lease), as such percentage may be adjusted as provided below; plus (ii) an amount equal to the interest accruing on the Secured Equipment Notes for the period from and including such Casualty Loss Determination Date to but excluding the Stipulated Loss Payment Date for such Unit; plus (iii) an amount equal to the interest accruing on the Equity Portion (as defined in the next sentence) at the Debt Rate for the period from and including such Casualty Loss Determination Date to but excluding such Stipulated Loss Payment Date; provided that during any Renewal Term, "Stipulated Loss Value" shall be determined as provided in Section 22.5 of the Lease. For purposes of the preceding sentence, the term "Equity Portion" shall mean an amount equal to the excess, if any, of the amount calculated pursuant to clause (i) of such preceding sentence over the aggregate unpaid principal of, and the aggregate unpaid accrued interest on, the Secured Equipment Notes as of such Casualty Loss Determination Date. Anything contained herein or in the Participation Agreement to the contrary notwithstanding, Stipulated Loss Value for such Unit (both before and after any adjustment pursuant to Section 2.6 of the Participation Agreement or any deduction pursuant to Section 3.4 of the Lease) will, under any circumstances and in any event, be an amount which, together with any other amounts required to be paid by Lessee hereunder in connection with such Event of Loss, will be at least sufficient to pay in full as of the date of payment thereof the aggregate unpaid principal of the Secured Equipment Notes issued in respect of such Unit, together with all unpaid interest thereon accrued to the date on which such amount is paid in accordance with the terms hereof.

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

"Supplemental Rent" shall mean all amounts, liabilities and obligations (other than Basic Rent) which the Lessee is obligated to pay under the Operative Agreements to or on behalf of any of the other parties thereto, including, but not limited to, Termination Value and Stipulated Loss Value payments, and amounts, if any, payable, under Section 2.5 of the Participation Agreement

(to the extent such payment does not give rise to a rental adjustment under Section 2.6 of the Participation Agreement) by the Lessee.

"Taxes" shall have the meaning specified in Section 7.1(b) of the Participation Agreement.

"Tax Indemnity Agreement" shall mean the Tax Indemnity Agreement dated as of October 1, 1991, between the Lessee and the Owner Participant.

"Terminated Units" shall have the meaning specified in Section 10.1 of the Lease.

"Termination Date" shall have the meaning specified in Section 10.1 of the Lease.

"Termination Value" for any Unit as of any date of determination shall mean (i) the amount determined by multiplying the Equipment Cost for such Unit by the percentage set forth in Schedule 5 to the Participation Agreement opposite the Termination Value Determination Date next preceding such date of determination (or, if such date of determination is a Termination Value Determination Date, by the percentage set forth opposite such Termination Value Determination Date); plus (ii) an amount equal to the interest accruing on the unpaid principal amount of the Secured Equipment Notes issued in respect of such Unit for the period from and including such Termination Value Determination Date to but excluding the Termination Date; plus (iii) an amount equal to the interest accruing on the Equity Portion (as defined in the next sentence) at the Prime Rate for the period from and including such Termination Value Determination Date to but excluding such Termination Date. For purposes of the preceding sentence, the term "Equity Portion" shall mean an amount equal to the excess, if any, of the amount calculated pursuant to clause (i) of such preceding sentence over the aggregate unpaid principal of, and the aggregate unpaid accrued interest on, the Secured Equipment Notes as of such Termination Value Determination Date.

"Termination Value Determination Date" shall mean the date specified in Schedule 5 to the Participation Agreement which is the same as or immediately precedes the date with respect to which Termination Value is to be determined.

"Total Equipment Cost" shall mean the sum of the Equipment Cost for each Unit.

"Transaction Costs" shall have the meaning specified in Section 2.5(a) of the Participation Agreement.

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

"Treasury Rate" shall mean with respect to prepayment of Secured Equipment Notes, the sum of (i) a per annum rate (expressed as a semi-annual equivalent and as a decimal and, in the case of United States Treasury bills, converted to a bond equivalent yield), determined to be the per annum rate equal to the semi-annual yield to maturity for United States Treasury securities maturing on the Average Life Date of such Secured Equipment Notes, as determined by interpolation between the most recent weekly average yields to maturity for two series of United States Treasury securities, (A) one maturing as close as possible to, but earlier than, the Average Life Date of such Secured Equipment Notes and (B) the other maturing as close as possible to, but later than, the Average Life Date, in each case as published in the most recent H.15(519) (or, if a weekly average yield to maturity for United States Treasury securities maturing on the Average Life Date of such Secured Equipment Notes is reported in the most recent H.15(519), as published in H.15(519)) plus (ii) 0.5%, in the case of any prepayment which occurs on or prior to the expiration of the original Remaining Weighted Average Life of the Secured Equipment Notes, or 0.9%, in the case of any prepayment which occurs after the expiration of the original Remaining Weighted Average Life of the Secured Equipment Notes. H.15(519) means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System. The most recent H.15(519) means the latest H.15(519) which is published prior to the close of business on the third Business Day preceding the scheduled prepayment date.

"Trust" shall mean the trust created by the Trust Agreement.

"Trust Agreement" shall mean that certain Trust Agreement, dated as of October 1, 1991, between the Owner Participant and the Owner Trustee, in the capacities described therein, as amended, supplemented or otherwise modified from time to time.

"Trust Estate" shall mean all the estate, right, title and interest of the Owner Trustee in, to and under the Equipment and the Operative Agreements including, without

limitation, all funds advanced to the Owner Trustee by the Owner Participant, all proceeds from the sale of the Secured Equipment Notes, all installments and other payments of Basic Rent, Supplemental Rent, insurance proceeds, Stipulated Loss Values, condemnation awards, Termination Values, purchase price, sale proceeds, and all other proceeds of any kind for or with respect to the Equipment and the Operative Agreements but excluding Excepted Rights in Collateral and payments related thereto.

"Trustee" shall mean each of the Owner Trustee or the Indenture Trustee and "Trustees" shall mean the Owner Trustee and the Indenture Trustee, collectively.

"Type of Equipment" shall mean each of the six types of Units of Equipment set forth in Schedule 1 to the Participation Agreement.

"Unit" shall mean each unit or item of Equipment.

"Vendor" shall mean and include each registered holder from time to time of a Secured Equipment Note issued under the Indenture.

"Vendor Assignment of Warranties" shall mean the Vendor Assignment of Warranties, dated the Closing Date between the Vendor and the Owner Trustee, as amended, supplemented or otherwise modified from time to time, substantially in the form of Exhibit C-1 to the Participation Agreement.

"Vendor Bill of Sale" shall mean the bill of sale, dated the Closing Date, from Vendor to Owner Trustee covering the Equipment, substantially in the form of Exhibit B-1 to the Participation Agreement.

ANNEX A

DATE	INTEREST % OF COST	PRINCIPAL % OF COST	DEBT SERVICE % OF COST
4/16/1992	3.40400000	0.00000000	3.40400000
10/16/1992	3.40400000	0.00000000	3.40400000
4/16/1993	3.40400000	1.57427834	4.97827834
10/16/1993	3.33701446	0.00000000	3.33701446
4/16/1994	3.33701446	1.70824942	5.04526388
10/16/1994	3.26432844	0.00000000	3.26432844
4/16/1995	3.26432844	1.85362145	5.11794989
10/16/1995	3.18545685	0.00000000	3.18545685
4/16/1996	3.18545685	2.01136463	5.19682148
10/16/1996	3.09987329	0.00000000	3.09987329
4/16/1997	3.09987329	2.18253176	5.28240505
10/16/1997	3.00700656	0.00000000	3.00700656
4/16/1998	3.00700656	2.36826522	5.37527178
10/16/1998	2.90623687	0.00000000	2.90623687
4/16/1999	2.90623687	2.56980459	5.47604146
10/16/1999	2.79689169	0.00000000	2.79689169
4/16/2000	2.79689169	2.78849496	5.58538665
10/16/2000	2.67824123	0.00000000	2.67824123
4/16/2001	2.67824123	3.02579588	5.70403711
10/16/2001	2.54949361	0.00000000	2.54949361
4/16/2002	2.54949361	2.22077815	4.77027176
10/16/2002	2.45499950	0.00000000	2.45499950
4/16/2003	2.45499950	4.12384989	6.57884939
10/16/2003	2.27952969	0.00000000	2.27952969
4/16/2004	2.27952969	3.73806655	6.01759624
10/16/2004	2.12047496	0.00000000	2.12047496
4/16/2005	2.12047496	3.93793180	6.05840676
10/16/2005	1.95291596	0.00000000	1.95291596
4/16/2006	1.95291596	4.85448733	6.80740329
10/16/2006	1.74635753	0.00000000	1.74635753
4/16/2007	1.74635753	6.75229180	8.49864933
10/16/2007	1.45904751	0.00000000	1.45904751
4/16/2008	1.45904751	7.32691184	8.78595935
10/16/2008	1.14728741	0.00000000	1.14728741
4/16/2009	1.14728741	7.95043203	9.09771944
10/16/2009	0.80899653	0.00000000	0.80899653
4/16/2010	0.80899653	8.62701380	9.43601033
10/16/2010	0.44191709	0.00000000	0.44191709
4/16/2011	0.44191709	9.36117267	9.80308976
10/16/2011	0.04359919	0.00000000	0.04359919
4/16/2012	0.04359919	1.02465790	1.06825709
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TOTALS	92.77133676	80.00000000	172.77133676