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RECORDATION NO. 18284 FILED 1425

JUN 30 1993 11:05 AM

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June 30, 1993

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 18284 A FILED 1425

JUN 30 1993 11:05 AM

INTERSTATE COMMERCE COMMISSION

New Number 69

MOTOR OPERATING UNIT
JUN 30 11 00 AM '93
A
B
C

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 18284 FILED 1425

JUN 30 1993 11:05 AM

Dear Mr. Strickland:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed and acknowledged copies each of 1) an Equipment Lease Agreement (Santa Fe Trust No. 1992-3) dated as of December 20, 1992 and 2) a Trust Indenture and Security Agreement (Santa Fe Trust No. 1992-3) dated as of December 20, 1992 (each a "primary document"); and 3) a Lease Supplement (Santa Fe Trust No. 1992-3) No. 1 dated June 30, 1993 and 4) an Indenture Supplement No. 1 dated June 30, 1993 (each a "secondary document").

The names and addresses of the parties to the foregoing documents are:

Equipment Lease and Supplement No. 1

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Lessee: The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

C. Crowley

Mr. Sidney L. Strickland, Jr.
June 30, 1993
Page 2

Trust Indenture and Security Agreement and Supplement No. 1

Debtor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

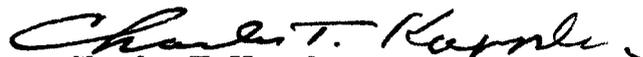
Secured Party: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

A description of the railroad equipment covered by the foregoing documents is set forth in Schedule 1 to Lease Supplement No. 1.

Also enclosed is a check in the amount \$64 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

RECORDATION NO. 18284/A FILED 1425

JUN 30 1993 11:06 AM

INTERSTATE COMMERCE COMMISSION

TRUST INDENTURE AND SECURITY AGREEMENT
(SANTA FE TRUST NO. 1992-3)

Dated as of December 20, 1992

Between

WILMINGTON TRUST COMPANY,
a Delaware banking corporation,
not in its individual
capacity except as expressly set forth herein,
but solely as Owner Trustee under the Trust
Agreement dated as of December 20, 1992 with
BA Leasing & Capital Corporation,
Owner Participant

And

HARRIS TRUST AND SAVINGS BANK,
an Illinois banking corporation, as Indenture Trustee _____

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ATTACHMENTS TO TRUST INDENTURE AND SECURITY AGREEMENT:

- Exhibit A — Form of Trust Certificates**
- Exhibit B — Form of Indenture Supplement**
- Appendix A — Definitions**

TRUST INDENTURE AND SECURITY AGREEMENT

This TRUST INDENTURE AND SECURITY AGREEMENT, dated as of December 20, 1992 (this "Indenture"), between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity except as otherwise expressly *provided herein*, but solely as Owner Trustee under the Trust Agreement (capitalized terms used herein having the respective meanings specified therefor in Appendix A hereto), and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee hereunder.

WITNESSETH:

WHEREAS, the Owner Participant and Wilmington Trust Company 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 Certificate Holders, and (ii) the Owner Trustee has been authorized and directed to execute and deliver this Indenture;

WHEREAS, subject to the terms of the Participation Agreement, the Manufacturer at each Closing Date will sell and the Owner Trustee will purchase Units;

WHEREAS, the parties desire by this Indenture, among other things, (i) to provide for the issuance by the Owner Trustee of the Trust Certificates in one or more Series in accordance with this Indenture 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 certain of the Owner Trustee's right, title and interest in and to the Units and the Operative Agreements and certain payments and other amounts received hereunder or thereunder in accordance with the terms hereof, as security for, among other things, the Owner Trustee's obligations to the Indenture Trustee, for the ratable benefit and security of the Certificate Holders;

WHEREAS, the Owner Trustee is entering into the Lease, whereby the Owner Trustee agrees to lease each Unit to the Lessee and the Lessee agrees to lease each Unit from the Owner Trustee, subject to the terms and conditions of the Lease; 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, Premium, if any, and interest on each Series of Trust Certificates, as provided in the Indenture Supplement under which such Series of Trust Certificates is issued, from time to time Outstanding and the

performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Certificate Holders contained herein and in the Operative Agreements to which it is a party, 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 Trust Certificates by the Certificate Holders, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt of which is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Certificate Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under the following described property, rights, interests and privileges (which collectively, including all property hereafter specifically subjected to the Lien of this Indenture by any instrument supplemental hereto, but excluding the Excepted Property, are herein called the "Indenture Estate"):

- (1) the Units described in Exhibit A to each such Indenture Supplement, and all replacements thereof and substitutions therefor in which the Owner Trustee shall from time to time acquire an interest under the Lease, as more particularly described in the Indenture Supplement and the Lease Supplement executed and delivered with respect to such Units;
- (2) the Lease and all Rent thereunder (including all amounts of Basic Rent, Supplemental Rent and payments of any kind required to be made by the Lessee thereunder), including, without limitation, all rights of the Owner Trustee to receive any payments or other amounts or to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of the Lease or to accept surrender or redelivery of any Units or any Unit, as well as all the rights, powers and remedies on the part of the Owner Trustee, whether acting under the Lease or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default;
- (3) without limiting the foregoing clause (2), all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of this Indenture which relate to the Units or to the Trust Certificates;
- (4) all insurance proceeds or proceeds arising out of a taking, condemnation, requisition or appropriation by any governmental authority under the power of eminent domain or otherwise with respect to the Units or any Unit thereof (in each case to the extent of the Owner Trustee's interest therein pursuant to the terms of the Lease);
- (5) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with the Indenture Trustee by or for the account of the Owner Trustee pursuant to any term of any Operative Agreement and held or

required to be held by the Indenture Trustee hereunder which relate to the Units or to the Trust Certificates;

(6) the Purchase Agreement Assignment and all Bills of Sale, including, without limitation, all covenants and warranties in favor of the Owner Trustee and all other rights and remedies of the Owner Trustee under the Bills of Sale, whether now owned or hereafter acquired;

(7) without limiting any of the foregoing granting clauses, all other property now or at any time hereafter constituting a part of the Trust Estate in respect of payments made or required to be made by the Lessee; and

(8) all proceeds of the foregoing (the Owner Trustee, concurrently with the delivery hereof, having delivered to the Indenture Trustee originals of the executed Lease and the relevant Lease Supplement and executed counterparts of the Trust Agreement).

Notwithstanding the foregoing provisions or any other provision of this Indenture:

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

(b) (i) whether or not an Indenture Event of Default shall have occurred 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 give any notice of default under Section 14 of the Lease and to declare the Lease in default in respect of Excepted Property and to commence an action at law to obtain such Excepted Property; *provided*, that the rights referred to in this clause (b)(i)(A) shall not be deemed to include the exercise of any remedies provided for in Section 15 of the Lease other than the right to proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants or to recover damages for the breach thereof, (B) to adjust Basic Rent and the percentages relating to Stipulated Loss Value and Termination Value and the Payment Dates as provided in Section 3.4 of the Lease and Section 2.6 of the Participation Agreement, and (C) to all rights with respect to insurance carried in accordance with Section 12.3 of the Lease;

(ii) whether or not an Indenture Event of Default shall have occurred and be continuing, the Owner Trustee, but not to the exclusion of the Indenture Trustee, shall have the right (A) to receive from the 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", the Owner Participant or the Owner Trustee pursuant to any Operative Agreement, (B) to exercise the inspection rights provided for in Section 13.2 of the Lease, and (C) 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 16.2 of the Lease, *provided*, that the right referred to in this clause (b)(ii)(C) shall include the right to give any notice of default under Section 14 of the Lease and to declare the Lease to be in default but shall not be deemed to include the exercise of any remedies provided for in Section 15 of the Lease other than the right to proceed by appropriate court action or actions, either at law or at equity, to enforce performance by the Lessee of said Section 16.2 or to recover damages for the breach thereof;

(c) as between the Owner Trustee and the Indenture Trustee, nothing contained in this Granting Clause shall prevent the Owner Trustee, as the "*Lessor*" under the Lease, or the Owner Participant, from seeking enforcement or specific performance of the covenants of the Lessee under the Lease relating to the protection, insurance, maintenance, possession and use of the Units and from maintaining separate insurance with respect to the Units to the extent permitted by Section 12 of the Lease; *provided*, that the rights referred to in this clause (c) shall not be deemed to include the right to exercise any remedies provided for in Section 15 of the Lease other than the right to proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants or recover damages for the breach thereof;

(d) so long as no Indenture Event of Default shall have occurred 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 elect to have the Units returned under the Lease and to conduct the return, inspection and storage of such Units in accordance with Section 6 of the Lease, (B) to elect to purchase any Severable Modification made to any Unit in accordance with Section 9.2 of the Lease, (C) to elect to retain any Proposed Terminated Unit upon the termination of the Lease with respect to such Unit by the Lessee in accordance with Section 10.3 of the Lease and (D) to accept any offer made by the Lessee to purchase the Units or renew the Lease for any Renewal Term pursuant to Section 22 of the Lease and to implement, consent or approve any such offer, including the right to select any appraiser or appraisers in connection with any of the foregoing; and

(e) The Owner Trustee and the Owner Participant have retained certain rights with respect to modifications, amendments and supplements to the Lease, the Participation Agreement and the Trust Agreement as and to the extent provided in Section 11.6.

HABENDUM CLAUSE

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 Certificate Holders from time to time, without any priority of any one Trust Certificate of a particular Series over any other Trust Certificate of the same or other Series under this Indenture, and for the uses and purposes and subject to the terms and provisions set forth in this Indenture.

This Indenture, as supplemented from time to time, is intended to and shall create and grant to the Indenture Trustee a security interest in each of the Units, which security interest, shall attach on the related Closing Date or other date on which such Units become subject to the Lease. The security interests created by this Indenture and the Indenture Supplements and granted to the Indenture Trustee hereunder and thereunder in the Indenture Estate other than in the Units shall likewise attach on the related Closing Date.

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 assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and the Indenture Trustee and the Certificate 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 any assignment hereunder, 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 Certificate 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, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due to the Owner Trustee (other than with respect to the Excepted Property) under or arising out of the Lease, to endorse any checks or other instruments or orders in connection therewith, 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 directed the Lessee, in Section 3.6 of the Lease, 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, at the Lessee's expense, promptly and duly execute and deliver or cause to be duly executed and delivered to the Indenture Trustee any and all such further instruments and documents as the Indenture Trustee may

deem necessary for the perfection of the Lien being herein provided for in the Indenture Estate, whether now owned or hereafter acquired.

The Owner Trustee does hereby warrant and represent that it has not granted, bargained, sold, assigned, transferred, conveyed, mortgaged or pledged a security interest in or mortgage lien on, and hereby covenants that it will not grant, bargain, sell, assign, transfer, convey, mortgage or pledge a security interest in or mortgage lien on, so long as this Indenture shall remain in effect, any of its right, title or interest in the Indenture Estate to anyone other than the Indenture Trustee, and that it will not (other than in respect of Excepted Property), except as provided in or permitted by this Indenture or any other Operative Agreement, accept any payment from the Lessee, enter into an agreement amending or supplementing any of the Operative Agreements to which it is a party, execute any waiver or modification of, or consent under the terms of any of the Operative Agreements to which it is a party, settle or compromise any claim 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 which it is a party to arbitration thereunder.

The Owner Trustee does hereby ratify and confirm the Lease.

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

ARTICLE I DEFINITIONS

Section 1.1. Definitions. For all purposes of this Indenture, except as otherwise defined herein or unless the context otherwise requires:

(a) capitalized terms used herein shall have the meanings assigned to them in Appendix A hereto, and include the plural as well as the singular;

(b) all accounting terms not otherwise defined herein or in Appendix A hereto have the meanings assigned to them in accordance with generally accepted accounting principles;

(c) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision; and

(d) all references in this Indenture to Articles, Sections and Exhibits refer to Articles, Sections and Exhibits of this Indenture.

ARTICLE II THE TRUST CERTIFICATES

Section 2.1. Trust Certificates; Title, Dating and Terms. (a) The Trust Certificates issued hereunder shall be issued with such designations, as to Series, Debt Rate and otherwise, as are specified in any Indenture Supplement. The Trust Certificates of each Series shall be substantially in the form set forth in Exhibit A hereto or in the form or forms set forth in the applicable Indenture Supplement. Replacement Certificates may be issued with respect to any Series of Trust Certificates pursuant to the terms and conditions contained in Section 2.11. The Trust Certificates of each Series shall be dated the date of issuance and authentication thereof, shall be issued in such maturities and principal amounts, shall be subject to repayment or redemption and shall bear interest as the same are specified in Exhibit B to the applicable Indenture Supplement. Accrued interest on each Trust Certificate shall be payable on each Payment Date until the principal thereof is paid or made available for payment in full.

(b) Unless otherwise provided in an Indenture Supplement, the Trust Certificates shall be issued in registered form only. The Trust Certificates shall be issued initially in denominations of \$1,000 and integral multiples thereof except that for each Series of Trust Certificates one Trust Certificate of each Maturity may be in an amount that is not an integral multiple of \$1,000; *provided, however*, that if there is only one Trust Certificate in a Series, it may be in an amount that is not an integral multiple of \$1,000. The Trust Certificates may not be prepaid or redeemed (or purchased in lieu of prepayment or redemption), in whole or in part, except as provided in this Indenture.

(c) All computations of interest accruing (i) on any Trust Certificate held by the Initial Certificate Holder shall be made on the basis of a year of 360 days and actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, and (ii) except as may be provided to the contrary in any Trust Certificate Purchase Agreement, on any other Trust Certificates shall be made on the basis of a year of 360 days consisting of twelve 30-day months.

(d) The aggregate outstanding principal amount of the Trust Certificates shall not exceed at any time \$36,592,500; *provided, however*, that in no event shall the aggregate outstanding principal amount of Trust Certificates of the Series related to such Closing Date be more than 85% or less than 80% of the Equipment Cost of the Units related to such Closing Date. The Trust Certificates for each Series shall have the same Payment Dates as to both principal and interest.

(e) The principal of, Premium, if any, and interest on the Trust Certificates shall be payable in immediately available funds at the principal corporate trust office of the Indenture Trustee or at any office or agency maintained for such purpose pursuant to Section 2.3, or as otherwise directed in the manner herein provided.

(f) All payments in respect of the Trust Certificates shall be made in United States dollars.

Section 2.2. Execution and Authentication. (a) Trust Certificates shall be executed on behalf of the Owner Trustee by manual or facsimile signature in the case of Trust Certificates which have been issued pursuant to a Public Offering and by manual signature in the case of Trust Certificates which have been issued pursuant to a Private Placement, in any such case of the president, a senior vice president, a vice president, an assistant vice president, its treasurer, its secretary, an assistant secretary, an assistant treasurer or other authorized officer of the Owner Trustee.

(b) If any officer of the Owner Trustee executing the Trust Certificates or attesting to the Owner Trustee's seal no longer holds that office at the time the Trust Certificate is executed on behalf of the Owner Trustee, the Trust Certificate nevertheless shall be valid.

(c) Immediately after the execution of the Trust Certificates, the Owner Trustee shall deliver such Trust Certificates to the Indenture Trustee for authentication and, subject to the provisions of Section 2.10, the Indenture Trustee shall authenticate the Trust Certificates by manual or facsimile signature in the case of Trust Certificates which have been issued pursuant to a Public Offering and by manual signature in the case of Trust Certificates which have been issued pursuant to a Private Placement, in any such case upon written orders of the Owner Trustee. Trust Certificates shall be authenticated on behalf of the Indenture Trustee by any authorized officer or signatory of the Indenture Trustee.

(d) A Trust Certificate shall not be valid or obligatory for any purpose or entitled to any security or benefit hereunder until executed on behalf of the Owner Trustee by the manual or facsimile signature, as the case may be, of the officer of the Owner Trustee specified in Section 2.2(a) and until authenticated on behalf of the Indenture Trustee by the manual or facsimile signature, as the case may be, of the authorized officer or signatory of the Indenture Trustee. Such signatures shall be conclusive evidence that such Trust Certificate has been duly executed, authenticated and issued under this Indenture and any Indenture Supplement.

(e) Until definitive Trust Certificates are ready for delivery, the Owner Trustee, upon written instructions from the Lessee, may execute and the Indenture Trustee may authenticate and issue Temporary Trust Certificates. Temporary Trust Certificates shall be substantially in the form of definitive Trust Certificates, but may have variations that the Indenture Trustee considers appropriate for Temporary Trust Certificates. Every Temporary Trust Certificate shall be executed by the Owner Trustee and registered by the Registrar (as defined below) upon the same conditions, and with like effect, as a definitive Trust Certificate. The Indenture Trustee shall authenticate and issue definitive Trust Certificates in exchange for Temporary Trust Certificates without unreasonable delay.

Section 2.3. Registrar and Paying Agent. The Indenture Trustee shall maintain an office or agency where the Trust Certificates may be presented for registration of transfer or for exchange (the "Registrar") and an office or agency where (subject to Sections 2.4 and 2.8) the Trust Certificates may be presented for payment (the "Paying Agent"). The Registrar shall keep a register (the "Register") with respect to the Trust Certificates and their transfer and exchange. The Indenture Trustee may appoint one or more co-registrars

(the "Co-Registrars") and one or more additional Paying Agents for the Trust Certificates and the Indenture Trustee may terminate the appointment of any Co-Registrar or Paying Agent at any time upon written notice. The term "Registrar" includes any Co-Registrar. The term "Paying Agent" includes any additional Paying Agent.

The Indenture Trustee shall initially act as Registrar and Paying Agent.

Section 2.4. Transfer and Exchange. At the option of a Certificate Holder, Trust Certificates may be presented for exchange or surrendered for transfer for an equal aggregate principal amount of other Trust Certificates of the same Series, having the same date of original issue, Payment Dates, Debt Rate and Maturity Date as the Trust Certificates so to be exchanged or transferred and in any authorized denominations at the principal corporate trust office of the Indenture Trustee, or at any office or agency maintained for such purpose pursuant to Section 2.3. Whenever any Trust Certificate or Trust Certificates are so presented or surrendered, the Owner Trustee shall execute and deliver to the Indenture Trustee, and the Indenture Trustee shall authenticate and deliver to the Certificate Holder, the replacement Trust Certificate or Trust Certificates which such Certificate Holder or the transferee, as the case may be, is entitled to receive.

All Trust Certificates issued upon any registration of transfer or exchange of Trust Certificates shall be the valid obligations of the Owner Trustee, evidencing the same obligations, and entitled to the same security and benefits under this Indenture, as the Trust Certificates surrendered upon such registration of transfer or exchange.

Every Trust Certificate presented or surrendered for registration of transfer or exchange shall (if so required by the Registrar or the Owner Trustee) be duly endorsed by, or be accompanied by a written instrument of transfer or exchange in form satisfactory to the Registrar and the Owner Trustee duly executed by the requesting Certificate Holder or such Certificate Holder's attorney duly authorized in writing.

No service charge shall be made to a Certificate Holder for any registration of transfer or exchange of Trust Certificates, but the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Trust Certificates, other than, except as provided in the proviso below, exchanges pursuant to Sections 2.2(e) and 11.4 not involving any transfer, in which case the Indenture Trustee shall collect such tax or charge, if any, from the Lessee or the Owner Participant, as the case may be, *provided, however*, that in the case of Section 11.4, the Indenture Trustee shall collect such tax or charge, if any, from the Lessee only if such exchange is executed at the request of the Lessee.

The Registrar shall not be required (a) to register the transfer of or to exchange any Trust Certificate during a period beginning at the opening of business 10 days before the day of the scheduled prepayment or redemption (or purchase in lieu of prepayment or redemption, where applicable) of Trust Certificates pursuant to Section 6.1 or 8.3(e) and ending at the close of business on the scheduled date of prepayment or redemption (or purchase), or (b) to register the transfer of or to exchange any Trust Certificate called for

prepayment or redemption (or purchase in lieu of prepayment or redemption, where applicable) pursuant to such Section 6.1 or 8.3(e).

Any transfer or exchange of any Trust Certificates shall be in compliance with applicable restrictions on transfers set forth in Exhibit A hereto, or in the form or forms set forth for such Trust Certificates in the applicable Indenture Supplement.

Section 2.5. Certificate Holder Lists; Ownership of Trust Certificates. (a) The Indenture Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Certificate Holders. If the Indenture Trustee is not the Registrar, the Registrar shall furnish to the Indenture Trustee semiannually on or before each Payment Date, and at such other times as the Indenture Trustee may request in writing, a list, in such form and as of such date as the Indenture Trustee may reasonably require, containing all the information in the possession or control of the Registrar as to the names and addresses of Certificate Holders.

(b) Ownership of the Trust Certificates shall be proved by the Register kept by the Registrar. Prior to due presentment for registration of transfer of any Trust Certificate, the Owner Trustee, the Indenture Trustee, the Paying Agent and the Registrar shall deem and treat the Person in whose name any Trust Certificate is registered as the absolute owner of such Trust Certificate for the purpose of receiving payment (subject to the provisions herein regarding the applicable record dates) of principal of, Premium, if any, and interest on such Trust Certificate and for all other purposes whatsoever, whether or not such Trust Certificate is overdue, and none of the Owner Trustee, the Indenture Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

Section 2.6. Mutilated, Destroyed, Lost or Stolen Trust Certificates. If any Trust Certificate shall become mutilated, destroyed, lost or stolen, the Owner Trustee shall, upon the written request of the related Certificate Holder, issue and execute, and the Indenture Trustee shall authenticate and deliver to the related Certificate Holder, in replacement thereof, a new Trust Certificate of the same date of original issue and Series having the same Payment Dates, Debt Rate and Maturity Date, payable to the same Certificate Holder in the same principal amount and dated the same date as the Trust Certificate so mutilated, destroyed, lost or stolen. If the Trust Certificate being replaced has become mutilated, such Trust Certificate shall be surrendered to the Indenture Trustee. If the Trust Certificate being replaced has been destroyed, lost or stolen, the related Certificate Holder 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 destruction, loss or theft of such Trust Certificate and of the ownership thereof. If the Initial Certificate Holder is the owner of any such destroyed, lost or stolen Trust Certificate, then the affidavit of the President or any Vice President of the Initial Certificate Holder setting forth the fact of destruction, loss or theft and of its ownership of the Trust Certificate, at the time thereof, shall be accepted as satisfactory evidence thereof, and no indemnity shall be required as a condition to the execution and delivery of a new Trust Certificate other than the written agreement of the Initial Certificate Holder reasonably satisfactory to the Owner Trustee and

the Indenture Trustee to indemnify (including for any costs and expenses, including reasonable attorneys' fees) the Owner Trustee and the Indenture Trustee for any claims or actions against them resulting from the issuance of such new Trust Certificate or the reappearance of the old Trust Certificate. Each Trust Certificate issued pursuant to this Section 2.6 shall bear a notation by the Indenture Trustee of (a) the aggregate amounts or principal of, and Premium, if any, on, such mutilated, destroyed, lost or stolen Trust Certificate that were paid to any holder thereof at any time prior to the delivery of such new Trust Certificate and (b) the date to which interest on such mutilated, destroyed, lost or stolen Trust Certificate had been paid to any holder thereof at or prior to the time of such delivery.

Section 2.7. Cancellation. The Registrar and any Paying Agent shall forward to the Indenture Trustee all Trust Certificates surrendered to them for replacement, prepayment, registration of transfer, exchange or payment. The Indenture Trustee shall cancel all Trust Certificates surrendered for replacement, prepayment, registration or transfer, exchange or payment and shall destroy canceled Trust Certificates. Certification of such destruction shall be delivered by the Indenture Trustee to the Owner Trustee.

Section 2.8. Payment on Trust Certificates. (a) The Indenture Trustee will arrange directly with any Paying Agent for the payment, or the Indenture Trustee will make payment of the principal of, Premium, if any, and interest on or in respect of the Trust Certificates. Notwithstanding any provision in this Indenture or in any Trust Certificate to the contrary, the Indenture Trustee will pay, or cause to be paid, in U.S. dollars all amounts payable by the Owner Trustee hereunder to such Certificate Holder or a nominee therefor either (i) if such Certificate Holder is the Initial Certificate Holder or if such Certificate Holder has so requested by written notice to the Owner Trustee and the Indenture Trustee, by transferring by wire in immediately available funds to an account maintained by such Certificate Holder with a bank in the United States the amount to be distributed to such Certificate Holder or (ii) by mailing a check to such Certificate Holder (including the Initial Certificate Holder in lieu of wire transfer provided in clause (i) above if so requested by it by written notice to the Owner Trustee and the Indenture Trustee) at such address as appears on the Register (or as specified in such written request in the case of the Initial Certificate Holder), in each case, except as set forth in the last sentence of the first paragraph of this Section 2.8(a), without any presentment or surrender of any Trust Certificate. Payments on the Trust Certificates in respect of interest, Premium, if any, and Payment Amounts, if any, payable on a Payment Date or a Prepayment Date, as the case may be, shall be paid on each Payment Date or Prepayment Date, as the case may be, to the related Certificate Holder at the close of business on the relevant Record Date, notwithstanding any registration of transfer or exchange of such Trust Certificate subsequent to such Record Date and prior to such Payment Date or Prepayment Date, as the case may be. Principal of Trust Certificates payable on the Maturity Date of such Trust Certificate, Premium, if any, and interest with respect thereto shall be payable only against presentation and surrender thereof at the principal corporate trust office of the Indenture Trustee or at the office of the Paying Agent maintained for such purpose pursuant to Section 2.3.

A Certificate Holder shall have no further interest in, or other right with respect to, the Indenture Estate when and if the principal amount of, Premium, if any, and interest on all Trust Certificates held by such Certificate Holder and all other sums payable to such Certificate Holder and secured hereunder shall have been paid in full.

(b) Any Payment Amount, Premium (if any) or any interest payable on a Payment Date or a Prepayment Date, as the case may be, on any Trust Certificate which is not punctually paid on, or within ten Business Days after, such Payment Date or a Prepayment Date, as the case may be (herein called, respectively, a "Defaulted Payment", "Defaulted Premium" and "Defaulted Interest"), shall forthwith cease to be payable to the Certificate Holder on the relevant Record Date by virtue of its having been such Certificate Holder, *provided* that the Indenture Trustee elects to make payment of any Defaulted Payment, Defaulted Premium or Defaulted Interest to the Person in whose name such Trust Certificate is registered at the close of business on a special record date for the payment of such Defaulted Payment, Defaulted Premium or Defaulted Interest, which shall be fixed in the following manner. The Indenture Trustee shall notify the Paying Agent, if such Paying Agent is not the Indenture Trustee, in writing of the amount of the Defaulted Payment, Defaulted Premium or Defaulted Interest proposed to be paid on each such Trust Certificate and the date of the proposed payment, and at the same time the Indenture Trustee shall make arrangements to set aside, out of proceeds available for such purpose under Article III, an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Payment, Defaulted Premium or Defaulted Interest, prior to the date of the proposed payment, to be held in trust for the benefit of the Persons entitled to such Defaulted Payment, Defaulted Premium or Defaulted Interest as this clause provides and shall fix a special record date for the payment of such Defaulted Payment, Defaulted Premium or Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment. The Indenture Trustee shall promptly notify the Owner Trustee and the Registrar, if the Registrar is not the Indenture Trustee, of such special record date and shall cause notice of the proposed payment of such Defaulted Payment, Defaulted Premium or Defaulted Interest and the special record date therefor to be mailed, first class postage prepaid, to each Certificate Holder entitled thereto at such Certificate Holder's address as it appears in the Register, not less than 10 days prior to such special record date. Notice of the proposed payment of such Defaulted Payment, Defaulted Premium or Defaulted Interest and the special record date therefor having been mailed, as aforesaid, such Defaulted Payment, Defaulted Premium or Defaulted Interest shall be paid to the Persons in whose names the applicable Trust Certificates are registered on such special record date.

(c) The Indenture Trustee shall require each Paying Agent (other than the Indenture Trustee) to agree in writing that such Paying Agent will hold in trust, for the benefit of the Certificate Holders and the Indenture Trustee, all money held by the Paying Agent for the payment of principal of, Premium, if any, or interest on, the Trust Certificates of any Series payable to any Certificate Holder hereunder, and shall give to the Indenture Trustee notice of any default by any obligor of such Trust Certificates in the making of any such payment upon such Trust Certificates. The Indenture Trustee at any

time may require a Paying Agent to repay to the Indenture Trustee all money held by it. Upon so doing the Paying Agent shall have no further liability for the money so paid.

Section 2.9. Payment from Indenture Estate Only; Nonrecourse Obligations. All amounts payable by the Indenture Trustee and the Owner Trustee under the Trust Certificates, this Indenture and the relevant Indenture Supplement shall be made only from the income and proceeds of the Indenture Estate and each Certificate Holder by its acceptance of such Trust Certificate agrees that (a) it will look solely to such Indenture Estate for the payment of such amounts, to the extent available for distribution to it as herein provided, and (b) none of the Owner Trustee, the Owner Participant, the Indenture Trustee or any of their permitted successors or assigns, is or shall be personally liable to any Certificate Holder for any amount payable under such Trust Certificate or this Indenture, except, in the case of the Owner Trustee and the Indenture Trustee, as expressly provided in this Indenture.

Section 2.10. Execution and Delivery of Trust Certificates upon Original Issuance. The Owner Trustee shall issue, execute and deliver to the Indenture Trustee, and the Indenture Trustee shall authenticate and deliver to the Certificate Holders, the Trust Certificates of any Series for original issuance only upon payment by the Certificate Holders participating in such Series pursuant to the Participation Agreement and, if applicable, a Trust Certificate Purchase Agreement of an amount equal to the aggregate original principal amount of the Trust Certificates of such Series.

Section 2.11. Replacement Certificates. (a) Subject to fulfillment of the conditions set forth in this Section 2.11 and to compliance with Section 6.13 or 10.2(a), as the case may be, of the Participation Agreement, Replacement Certificates may be issued under this Indenture at any time or from time to time, in connection with a refinancing pursuant to Section 6.13 or 10.2(a) of the Participation Agreement.

(b) Ten days prior to any issuance of Replacement Certificates hereunder pursuant to Section 10.2(a) and three Business Days prior to any issuance of Replacement Certificates hereunder pursuant to Section 6.13, the Owner Trustee shall deliver to the Indenture Trustee a request and authorization to issue Replacement Certificates that shall specify the Series designation, principal amount, the date of issuance, the schedule of principal amortization, if applicable, and the final maturity of, the Debt Rate to be borne by, the dates upon which interest shall be payable on, and other details with respect to, such Replacement Certificates that are not inconsistent with this Section 2.11.

(c) The terms, conditions and designations of such Replacement Certificates shall be set forth in an Indenture Supplement executed by the Owner Trustee and the Indenture Trustee. Such Replacement Certificates shall be executed by the Owner Trustee and deposited with the Indenture Trustee for authentication, but before such Replacement Certificates shall be authenticated and delivered by the Indenture Trustee there shall be delivered to the Indenture Trustee, in addition to the other documents and certificates required by this Section 2.11, the following, all of which shall be dated as of the date of such Indenture Supplement:

(i) a copy of such Indenture Supplement (which shall include the form of such Replacement Certificates);

(ii) a certificate of a Responsible Officer of the Owner Trustee (who may, as to the matters referred to in clause (B) below, rely upon a certificate of a Responsible Officer of the Lessee and/or of the Owner Participant) to the effect that (A) to the best of his knowledge, no Indenture Event of Default has occurred and is continuing and (B) (1) the conditions in respect of the issuance thereof set forth in this Section 2.11 and in Section 6.13 or 10.2(a), as the case may be, of the Participation Agreement have been fulfilled and (2) all Trust Certificates originally issued under the Indenture Supplement in respect of which such prepayment is being made have been or will be, prior to or contemporaneously with issuance of the Replacement Certificates, prepaid in accordance with Section 6.1(c);

(iii) a request and authorization to the Indenture Trustee by or on behalf of the Owner Trustee to authenticate and deliver such Replacement Certificates to or upon the order of the Person or Persons specified in such request and authorization at the address or addresses set forth therein, and in such principal amounts as are stated therein, upon receipt by the Indenture Trustee in accordance with this Section 2.11, but for the account of the Owner Trustee, of the consideration specified in such request and authorization;

(iv) an Opinion or Opinions of Counsel reasonably satisfactory to the Indenture Trustee to the effect that the legal conditions to the issuance of such Replacement Certificates have been fulfilled;

(v) the written request of the Lessee to effect the issuance of such Replacement Certificates delivered by the Lessee pursuant to Section 6.13 or 10.2(a), as the case may be, of the Participation Agreement; and

(vi) such additional documents, certificates and opinions as shall be reasonably requested by, and acceptable to, the Owner Trustee and the Indenture Trustee, including, but not limited to, such documents, financing statements, and opinions as are reasonably necessary to confirm that the refinancing of all Trust Certificates of the Series as to which the refinancing is occurring, is being carried out.

When the documents referred to in clauses (i) through (vi) above shall have been delivered to the Indenture Trustee and when the Replacement Certificates described in the above-mentioned request and authorization shall have been executed and authenticated as required by this Indenture, the Indenture Trustee shall deliver such Replacement Certificates in the manner described in clause (iii).

Section 2.12. Security for and Parity of Trust Certificates. It is the intention of the parties hereto that all Trust Certificates issued and Outstanding hereunder rank on a parity with each other Trust Certificate and, that as to each other Trust Certificate, they be secured equally and ratably by the collateral described in this Indenture and the Indenture

Supplements without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance, Series or otherwise, and that each such Trust Certificate be entitled to the same benefits and security in this Indenture and the Indenture Supplements as each other such Trust Certificate; *provided* that, for ease of administration, the Units related to a Closing Date have been allocated to particular Series of Trust Certificates and such allocation may result, with respect to Section 6.1, in prepayment or redemption in whole or in part of one or more but not all Series of Trust Certificates issued under this Indenture.

Section 2.13. Application of Payments to Principal, Premium and Interest. In the case of each Trust Certificate, each payment of principal of, and Premium, if any, and interest on such Trust Certificate, shall be applied, first, to the payment of accrued but unpaid interest on such Trust Certificate (including any interest at the Late Rate on overdue principal, Premium and (to the extent permitted by applicable law) interest) to the date of such payment, second, the balance, if any, remaining thereafter to the payment of the principal amount due and payable on such Trust Certificate, and third, the balance, if any, remaining thereafter, to the payment of Premium, if any, then due and payable on such Trust Certificate, *provided* that such Trust Certificate shall not be subject to prepayment or redemption by the Owner Trustee except as provided in Sections 6.1 and 8.3(e).

Section 2.14. ERISA Plan Prohibition. (a) On and after the issuance of the Trust Certificates of a Series in a Public Offering, no "employee benefit plan" within the meaning of Section 3(3) of ERISA which is subject to Title I of ERISA, "plan" within the meaning of Section 4975 of the Code or entity that is deemed to hold "plan assets" within the meaning of 29 C.F.R. §2510.3-101 (hereinafter collectively referred to as an "*ERISA Entity*"), may acquire or hold any of the Trust Certificates. On and after the issuance of the Trust Certificates of a Series in a Public Offering, the purchase by any Person of any Trust Certificates of such Series shall be deemed to constitute a representation by such Person to the Lessee, the Owner Participant, the Owner Trustee and the Indenture Trustee that such Person is not purchasing, and has not purchased, such Trust Certificate with assets of an ERISA Entity.

(b) On and after the issuance of the Trust Certificates of a Series in a Public Offering, each Trust Certificate thereafter issued, upon such issuance, upon replacement or otherwise, shall include the following legend:

No "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*") which is subject to Title I of ERISA, "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended (the "*Code*") or entity that is deemed to hold "plan assets" within the meaning of 29 C.F.R. §2510.3-101 of any such employee benefit plan or plan may acquire or hold any of the Trust Certificates. Governmental and certain non-electing church plans, however, are not subject to Title I of ERISA or Section 4975 of the Code, and, therefore, may acquire and hold Trust Certificates.

(c) At any time prior to the issuance of the Trust Certificates of a Series in a Public Offering, the purchase by any Person of any Trust Certificate of such Series shall be deemed to constitute a representation to the Lessee, the Owner Participant, the Owner Trustee and the Indenture Trustee that such Person is not purchasing or holding such Trust Certificate with assets of an "employee benefit plan" within the meaning of Section 3(3) of ERISA which is subject to Title I of ERISA, a "plan" within the meaning of Section 4975 of the Code or an entity that is deemed to hold "plan assets" within the meaning of 29 C.F.R. §2510.3-101 of any such employee benefit plan or plans.

(d) On and after the issuance of the Trust Certificates of a Series in a Public Offering, the Indenture Trustee shall deliver a letter with every Trust Certificate issued, which letter shall notify the Certificate Holder of the Legend on the Trust Certificate described in Section 2.14(b) hereof.

ARTICLE III RECEIPT, DISTRIBUTION AND APPLICATION OF FUNDS IN THE INDENTURE ESTATE

Section 3.1. Payment upon Delivery of Units. On each Closing Date, the Indenture Trustee, on behalf of the Owner Trustee, shall apply the proceeds of sale of the Trust Certificates sold on such Closing Date to the financing of a portion of the Total Equipment Cost of the Units purchased on such Closing Date in accordance with the provisions of the Participation Agreement.

Section 3.2. Payment in Case of Termination of Lease; Prepayment in Connection with Refunding or Refinancing; Prepayment under Section 8.3(e)(iii). (a) Except as otherwise provided in Section 3.5, in the event the Trust Certificates of any Series are prepaid in whole or in part in accordance with the provisions of Section 6.1(a), (b) or (d) or Section 8.3(e)(iii), the Indenture Trustee will apply on the Prepayment Date any amounts then held by it in the Indenture Estate with respect to such Series of Trust Certificates and received by it from or on behalf of the Lessee or the Owner Trustee (other than Excepted Property), in the following order of priority:

first, so much thereof as shall be required to pay the Prepayment Price on the Outstanding Trust Certificates of such Series which are being prepaid in whole or in part pursuant to Section 6.1(a), (b) or (d) or Section 8.3(e)(iii), as the case may be, on the Prepayment Date shall be applied to the prepayment or redemption (or purchase in lieu of prepayment or redemption, where applicable) of such Trust Certificates on the Prepayment Date for application in accordance with the ordering set forth in Section 2.13;

second, so much thereof as was received by the Indenture Trustee with respect to the amounts due to it pursuant to Section 9.5 shall be applied to pay the Indenture Trustee such amounts; and

third, the balance, if any, thereof remaining shall be distributed to the Owner Trustee to be held or distributed in accordance with the terms of the Lease and the Trust Agreement.

(b) Except as otherwise provided in Section 3.5, in the event the Trust Certificates of any Series are prepaid in accordance with the provisions of Section 6.1(c), the Indenture Trustee will apply on the Prepayment Date any amount then held by it in the Indenture Estate with respect to such Series of Trust Certificates and received by it from or on behalf of the Lessee or the Owner Trustee (other than Excepted Property), to the payment of the Prepayment Price on the outstanding Trust Certificates of such Series which are being prepaid in whole pursuant to Section 6.1(c) on the Prepayment Date.

Section 3.3. Application of Basic Rent When No Indenture Event of Default is Continuing. Each amount of Basic Rent, Interim Interest and Supplemental Rent paid in accordance with Section 3.5 of the Lease for the account of any Certificate Holder received by the Indenture Trustee from or on behalf of the Owner Trustee or the Lessee, together with any amount received by the Indenture Trustee with respect to interest on overdue installments of Basic Rent, Interim Interest and such Supplemental Rent shall, except as otherwise provided in Section 3.5, be distributed by the Indenture Trustee in the following order of priority:

first, so much of such aggregate amount as shall be required to pay in full the principal of, Premium, if any, and interest then due on all Outstanding Trust Certificates shall be distributed to the Certificate Holders entitled thereto for application in accordance with the ordering set forth in Section 2.13; and

second, the balance, if any, of such aggregate amount remaining thereafter shall be distributed to the Owner Trustee for distribution in accordance with the terms of the Trust Agreement.

Section 3.4. Application of Certain Payments in Case of Event of Loss. Except as otherwise provided in Section 3.5, any amounts received directly or through the Lessee from any governmental authority or other Person in connection with an Event of Loss, to the extent such amounts are not at the time to be paid to or retained by the Lessee pursuant to Sections 11 or 12 of the Lease (other than Excepted Property), shall, except as otherwise provided in the next sentence, be applied in accordance with Section 3.2 in reduction of the Lessee's obligations to pay Stipulated Loss Value and other amounts described in Section 11.2 of the Lease and in the relevant Lease Supplement and the remainder, if any, shall, except as provided in the next sentence, be distributed to the Owner Trustee to be distributed in accordance with the terms of the Trust Agreement. Any portion of any such amount referred to in the preceding sentence which is not to be so paid or retained by the Lessee pursuant to the Lease and such Lease Supplement, solely because a Lease Event of Default shall have occurred, shall be held by the Indenture Trustee, and at such time as there shall not be continuing any Lease Event of Default, such portion shall be paid to the Lessee, unless the Indenture Trustee (as assignee from the Owner Trustee of the Lease) shall have theretofore declared the Lease to be in default pursuant to Section 15 thereof, in which

event such portion shall be distributed forthwith upon such declaration in accordance with the provisions of Section 3.5.

Section 3.5. Payments During Continuance of Indenture Event of Default. All payments (except Excepted Property) received and amounts held or realized by the Indenture Trustee with respect to any Unit subject to the Lease and any Lease Supplement after an Indenture Event of Default shall have occurred and be continuing (including any amounts thereafter realized by the Indenture Trustee from the exercise of any remedies pursuant to Article VIII), as well as all payments or amounts then held or thereafter received by the Indenture Trustee as part of the Indenture Estate so long as such Indenture Event of Default shall be continuing, shall be distributed by the Indenture Trustee in the following order of priority:

first, so much of such payments or amounts as shall be required to pay the Indenture Trustee all amounts then due it pursuant to Section 9.5 shall be applied to pay the Indenture Trustee such amounts;

second, so much of such payments or amounts as shall be required to pay the expenses of any sale, taking or other proceeding, the expenses in connection with realizing on any of the collateral in the Indenture Estate, reasonable attorneys' fees and expenses, court costs and any other reasonable expenditures incurred or reasonable expenditures or advances made by the Indenture Trustee or any Certificate Holder in the protection, exercise or enforcement of any right, power or remedy upon such Indenture Event of Default, including, without limitation, the expenses incurred (including unbilled expenses in respect of property delivered or contracted for or services rendered or contracted for if the amount of such expense is liquidated) in using, operating, storing, leasing, controlling or managing the Indenture Estate, and of all maintenance, insurance, repairs, replacements, alterations, additions and improvements of and to the Indenture Estate and amounts required 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 and make reports upon the properties, books and records of the Owner Trustee and, to the extent permitted under the Lease, the Lessee); all of the foregoing to the extent incurred in accordance with Section 8.3(c);

third, so much of such payments or amounts remaining as shall be required to pay the principal of all of the Trust Certificates then Outstanding, Premium, if any, and accrued interest on all such Trust Certificates then Outstanding payable to the applicable Certificate Holders then due and payable, whether by declaration of acceleration pursuant to Section 8.2 or otherwise, shall be applied to the payment of such principal and interest due and payable for application in accordance with the ordering set forth in Section 2.13; and in case such payments or amounts shall be insufficient to pay in full the whole amount aforesaid, then to the payment of such principal, Premium, if any, and interest, in accordance with the ordering set forth in Section 2.13, without any preference or priority of one such Trust Certificate over

another, ratably according to the aggregate amount so payable for principal, Premium, if any, and interest, at the date fixed by the Indenture Trustee for the distribution of such payments or amounts; and

fourth, the balance, if any, of such payments or amounts remaining thereafter shall be held by the Indenture Trustee as collateral security for the obligations secured hereby until such time as no Indenture Event of Default shall be continuing hereunder or the Trust Certificates have been accelerated and all amounts due thereon have been paid, at which time such payments or amounts shall be distributed to the Owner Trustee for distribution under the Trust Agreement; *provided* that at such time as one or more Lease Events of Default shall have occurred and any such Lease Event of Default shall have continued for a period of 180 days during which time the Trust Certificates shall not have been accelerated pursuant to Section 8.2, such amount shall be distributed to the Owner Trustee for distribution in accordance with the provisions of the Lease, the Participation Agreement and the Trust Agreement so long as no Indenture Event of Default exists other than by virtue of such Lease Event of Default.

Section 3.6. Payments for Which Application is Provided in Other Operative Agreements. Except as otherwise provided in this Indenture, any payment received by the Indenture Trustee for which provision as to the application thereof is made in the Lease or the Participation Agreement or, in the case of Initial Certificate Holder Related Charges, in the Trust Certificate Purchase Agreement shall be distributed to the Person for whose benefit such payments were made in accordance with the terms of such Operative Agreement. The Indenture Trustee shall be obligated to distribute to the Owner Participant or the Owner Trustee, as the case may be, any Excepted Property received by the Indenture Trustee promptly upon receipt thereof by the Indenture Trustee.

Section 3.7. Payments for Which No Application is Otherwise Provided. Except as otherwise provided in Section 3.5 or 3.6, (a) any payment received by the Indenture Trustee for which no provision as to the application thereof is made elsewhere in this Indenture or in the Lease or the Participation Agreement, and (b) any payment received and amounts realized by the Indenture Trustee with respect to the Units to the extent received or realized at any time after the conditions set forth in Article X for the satisfaction and discharge of this Indenture shall have been satisfied, as well as any other amounts remaining as part of the Indenture Estate after such satisfaction, shall be distributed by the Indenture Trustee in the following order or priority:

first, so much of such aggregate amount as shall be required to pay the Indenture Trustee all amounts then due it pursuant to Section 9.5 shall be applied to pay the Indenture Trustee such amounts; and

second, the balance, if any, of such aggregate amount remaining thereafter shall be distributed to the Owner Trustee for distribution under the Trust Agreement.

Section 3.8. Excluded Property. The Indenture Trustee shall deliver any Excluded Property received by it to whosoever is lawfully entitled to the same.

Section 3.9. Statements to Certificate Holders. (a) On each Payment Date and Prepayment Date, the Indenture Trustee will include with each distribution to Certificate Holders a statement, giving effect to such distribution to be made on such date, setting forth the following information (per a \$1,000 face amount Trust Certificate as to (i) and (ii) below):

(i) The amount of such distribution allocable to principal and the amount allocable to Premium, if any; and

(ii) The amount of such distribution allocable to interest.

(b) Within a reasonable period of time after the end of each calendar year but not later than the latest date permitted by law, the Indenture Trustee shall furnish to each Person who at any time during such calendar year was a Certificate Holder of record, a statement containing the sum of the amounts determined pursuant to clauses (a)(i) and (a)(ii) with respect to the Indenture Estate or such calendar year or, in the event such Person was a Certificate Holder of record during a portion of such calendar year, the applicable portion of such year, and such other items as are readily available to the Indenture Trustee in which a Certificate Holder shall reasonably request is necessary for the purpose of such Certificate Holder's preparation of its federal income tax returns.

ARTICLE IV COVENANTS OF OWNER TRUSTEE

Section 4.1. Covenants of the Owner Trustee. The Owner Trustee hereby covenants and agrees that:

(a) it will, subject always to Section 2.9, pay or cause to be paid when due all amounts of principal, Premium, if any, and interest on the Trust Certificates (in any case, without duplication of amounts theretofore paid to the Indenture Trustee in respect thereof);

(b) it will mark conspicuously each copy of the Lease and each Lease Supplement and each other chattel paper which evidences any item included in the Indenture Estate and, at the request of the Indenture Trustee, each of its records pertaining to the Indenture Estate with a legend, in form and substance satisfactory to the Indenture Trustee, indicating that the Lease and each Lease Supplement and such chattel paper have been assigned and are subject to the security interest pursuant hereto;

(c) in the event that any Responsible Officer of the Owner Trustee shall have actual knowledge of an Indenture Event of Default or Indenture Default or an Event of Loss, the Owner Trustee will give prompt written notice thereof to the Indenture Trustee and the Lessee; and

(d) it will not, in its capacity as Owner Trustee, engage in any business or other activity (including the incurrence of indebtedness for money borrowed), except as contemplated hereby or by the other Operative Agreements.

Section 4.2. Lessor's Liens. The Owner Trustee, in its individual capacity, hereby covenants and agrees that it will not suffer to exist Lessor's Liens attributable to it (whether or not through its act or failure to act) in its individual capacity on the Indenture Estate.

**ARTICLE V
DISPOSITION, SUBSTITUTION AND RELEASE OF
PROPERTY INCLUDED IN THE INDENTURE ESTATE
DURING CONTINUATION OF LEASE**

Section 5.1. Disposition, Substitution and Release of Property Included in the Indenture Estate During Continuation of Lease. So long as the Lease is in effect:

(a) *Modifications.* To the extent required or permitted by the Lease, the Lessee shall have the obligation, or the right, to make Modifications to the Units. Any Modification with respect to which title shall vest in the Owner Trustee pursuant to Section 9 of the Lease shall become subject to the Lien of this Indenture and the relevant Indenture Supplement and be leased to the Lessee under the Lease. Any Modifications with respect to which title shall remain in the Lessee shall not become subject to the Lien of this Indenture. The Indenture Trustee shall promptly execute an appropriate written instrument or instruments to confirm the absence of a security interest in any Modification as to which the Lessee retains title; *provided* that the Indenture Trustee shall have received a Lessee Request therefor addressed to the Indenture Trustee and the Owner Trustee certifying that the Modifications are Severable Modifications which are not Required Modifications.

(b) *Substitution Under the Lease upon an Event of Loss Occurring to Unit.* Upon the occurrence of an Event of Loss occurring with respect to a Unit, the Lessee may substitute a replacement for such Unit, upon satisfaction of all conditions to such substitution specified in Section 11.2 of the Lease. Any Unit substituted as permitted under Section 11.2 of the Lease with respect to which title shall vest in the Owner Trustee pursuant to Section 11.2 of the Lease shall become subject to the Lien of this Indenture. The Owner Trustee and the Indenture Trustee agree to concurrently with any such substitution pursuant to said Section 11.2 execute an Indenture Supplement substantially in the form of Exhibit B with respect to any such Unit substituted in accordance with Section 11.2 of the Lease. The Indenture Trustee shall release all of its right, interest and Lien in and to such replaced Unit in accordance with the provisions of the following two sentences. The Indenture Trustee shall execute and deliver to the Owner Trustee an instrument releasing its Lien in and to such replaced Unit and shall execute for recording in public offices, at the expense of the Lessee, such instruments in writing as the Owner Trustee or the Lessee shall reasonably request and as shall be reasonably acceptable to the Indenture Trustee in order to make clear upon public records that such Lien with respect to such replaced Unit has

been released under the laws of the applicable jurisdiction. The Owner Trustee hereby waives and releases any and all rights existing or that may be acquired to any penalties, forfeit or damages from or against the Indenture Trustee for failure to execute and deliver any document in connection with the release of a Lien or to file any certificate in compliance with any law or statute requiring the filing of the same in connection with the release of a Lien, except for failure by the Indenture Trustee to execute and deliver any document or to file any certificate as may be specifically requested in writing by the Owner Trustee or the Lessee.

ARTICLE VI PREPAYMENT OF TRUST CERTIFICATES

Section 6.1. Prepayment of Trust Certificates upon Event of Loss, Termination of the Lease or Optional Prepayment. (a) (i) Upon the occurrence of an Event of Loss with respect to a Unit, if such Unit is not replaced pursuant to Section 11.2 of the Lease, principal on each Outstanding Trust Certificate of the Series relating to such Unit shall be prepaid in part, together with interest (without Premium in the case of any Outstanding Trust Certificate held by any Person other than the Initial Certificate Holder and with Premium in the case of any Outstanding Trust Certificate held by the Initial Certificate Holder) at a Prepayment Price equal to the sum of (1) as to principal thereof, an amount equal to the product obtained by multiplying the aggregate Current Principal Amount of each Outstanding Trust Certificate of the Series relating to such Unit as of the Prepayment Date for such Unit (after deducting therefrom the related scheduled principal payment, if any, due and paid on the Prepayment Date) by a fraction, the numerator of which shall be the Equipment Cost of such Unit and the denominator of which shall be the aggregate Equipment Cost of the Units relating to such Series then subject to the Lease immediately prior to such Prepayment Date, (2) as to interest, the aggregate amount of interest accrued and unpaid in respect of the principal amount to be prepaid pursuant to clause (1) above to but not including the Prepayment Date after giving effect to the application of any Basic Rent, Interim Interest and Supplemental Rent payable in accordance with Section 3.5 of the Lease paid on or prior to the date of such prepayment, and (3) as to Premium in the case of the Initial Certificate Holder, the Premium. Each prepayment made pursuant to this clause (i) shall be (A) applied to the prepayment of such Trust Certificates being prepaid so that each of the remaining installments of each such Trust Certificate shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of such Trust Certificates immediately prior to the prepayment and (B) made ratably over the Trust Certificates of the Series relating to such Unit, without priority of any one such Trust Certificate over any other.

(ii) The Prepayment Date for Trust Certificates to be prepaid, in whole or in part, pursuant to this Section 6.1(a) shall be the Settlement Date related to the Event of Loss giving rise to the prepayment.

(b) At any time on or after the fifth anniversary of the Basic Term Commencement Date with respect to not less than fifty Units (except that if, as a result of Events of Loss and prior terminations under Section 10 of the Lease, there are less than 50 Units then subject to

the Lease, then in such event with respect to all remaining Units) and upon the termination of the Lease with respect to such Units pursuant to Section 10 thereof, in the case where such termination is a result of a determination by the Lessee that such Units are obsolete or surplus to the needs of the Lessee, principal on each Outstanding Trust Certificate of the Series relating to such Units shall be prepaid in part, together with interest at a Prepayment Price equal to the sum of (i) as to principal thereof, an amount equal to the product obtained by multiplying the Current Principal Amount of each Outstanding Trust Certificate of the Series relating to such Units as at the Prepayment Date for such Units (after deducting therefrom the related scheduled principal payment, if any, due and paid on the Prepayment Date) by a fraction, the numerator of which shall be the Equipment Cost of such Units and the denominator of which shall be the aggregate Equipment Cost of the Units relating to such Series then subject to the Lease immediately prior to such Prepayment Date, (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 Prepayment Date after giving effect to the application of any Basic Rent paid on or prior to the date of such prepayment, and (iii)(1) plus a Premium, if any, in the case of any Outstanding Trust Certificates held by the Initial Certificate Holder and (2) plus a Premium, if any, in the case of Trust Certificates held by any other Person, if the prepayment pursuant to this Section 6.1(b) is made on or prior to the tenth anniversary of the original issue date of such Trust Certificates with respect to such Series and thereafter without Premium. Each prepayment made pursuant to this clause (b) shall be (A) applied to the prepayment of such Trust Certificates being prepaid so that each of the remaining installments of each such Trust Certificate shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of such Trust Certificates immediately prior to the prepayment and (B) made ratably over the Trust Certificates of the Series relating to such Unit, without priority of any one such Trust Certificate over any other. The Prepayment Date for Trust Certificates to be prepaid pursuant to this Section 6.1(b) shall be the Payment Date that occurs on the Termination Date applicable to such Units.

(c) Upon the request of the Owner Trustee, whether pursuant to Section 10.2(a) of the Participation Agreement or otherwise, upon at least 30 days', but no more than 60 days' (except for a prepayment or purchase pursuant to Section 6.13, for which no less than 5 nor more than 10 Business Days' prior irrevocable notice shall be given or pursuant to Section 8.3(e)(iii), notice for which is provided in said Section 8.3(e)(iii)), prior irrevocable notice to the Indenture Trustee, and *provided* that, so long as no Lease Event of Default shall have occurred and be continuing, the Owner Trustee shall have received the written request of the Lessee to effect the prepayment or redemption of Outstanding Trust Certificates issued under a particular Indenture Supplement required by Section 6.13 or 10.2(a), as the case may be, of the Participation Agreement prior to the giving of such notice, each Outstanding Trust Certificate issued under such Indenture Supplement shall be prepaid at a Prepayment Price equal to the Current Principal Amount thereof together with accrued but unpaid interest thereon to, but not including, the applicable Prepayment Date (i) plus a Premium, if any, in the case of any Outstanding Trust Certificates held by the Initial Certificate Holder and (ii) plus a Premium, if any, in the case of Trust Certificates held by any other Person, if the prepayment pursuant to this Section 6.1(c) is made on or prior to the tenth anniversary of the original issue date of such Trust Certificates with

respect to such Series and thereafter without Premium. The Prepayment Date for Trust Certificates to be prepaid pursuant to this subsection (c) shall be specified in the notice referred to in the first sentence of this Section 6.1(c).

(d) At any time on or after the fifth anniversary of the Basic Term Commencement Date with respect to not less than fifty Units (except that if, as a result of Events of Loss and prior terminations under Section 10 of the Lease, there are less than 50 Units then subject to the Lease, then in such event with respect to all remaining Units) and upon the termination of the Lease with respect to such Units pursuant to Section 10 thereof relating solely to a Required Modification being deemed by the Lessee to be economically impractical, principal on each Outstanding Trust Certificate of the Series relating to such Units shall be prepaid, together with interest (but without Premium in the case of any Outstanding Trust Certificate held by any Person other than the Initial Certificate Holder and with Premium in the case of any Outstanding Trust Certificate held by the Initial Certificate Holder) in part at a Prepayment Price equal to the sum of (i) as to principal thereof, an amount equal to the product obtained by multiplying the Current Principal Amount of each Outstanding Trust Certificate of the Series relating to such Unit as at the Prepayment Date for such Unit (after deducting therefrom the related scheduled principal payment, if any, due and paid on the Prepayment Date) by a fraction, the numerator of which shall be the Equipment Cost of such Unit and the denominator of which shall be the aggregate Equipment Cost of such Units relating to such Series then subject to the Lease immediately prior to such Prepayment Date, (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 Prepayment Date after giving effect to the application of any Basic Rent on or prior to the date of such prepayment, and (iii) as to Premium in the case of the Initial Certificate Holder, the Premium. Each prepayment made pursuant to this clause (d) shall be (A) applied to the prepayment of such Trust Certificates being prepaid so that each of the remaining installments of each such Trust Certificates shall be reduced in the proportion that the principal amount of the prepayment bears to the unpaid principal amount of such Trust Certificates immediately prior to the prepayment and (B) shall be made ratably over the Trust Certificates of the Series relating to such Unit, without priority of any one such Trust Certificate over any other. The Prepayment Date for Trust Certificates to be prepaid pursuant to this Section 6.1(d) shall be the Payment Date that occurs on the Termination Date applicable to such Units.

(e) Upon the request of the Owner Trustee pursuant to Section 8.3(e)(iii) and delivery of notice as provided in said Section 8.3(e)(iii), each Outstanding Trust Certificate shall be purchased at a Prepayment Price equal to the Current Principal Amount thereof, together with accrued but unpaid interest thereon to, but not including the applicable Prepayment Date, but without a Premium.

Section 6.2. Notice of Prepayment to Certificate Holders; Letter of Credit. Upon receipt by the Indenture Trustee of notice of a desired prepayment, redemption or purchase pursuant to Section 6.1 and, in the case of a prepayment, redemption or purchase pursuant to Section 6.1(b), 6.1(c) (other than a prepayment or redemption pursuant to Section 6.13 of the Participation Agreement) or 6.1(d), upon receipt by the Owner Trustee of the Letter

of Credit specified in Section 10.1 of the Lease or Section 10.2 of the Participation Agreement, notice of prepayment, redemption or purchase with respect to any Trust Certificates contemplated by Section 6.1 shall be given by the Indenture Trustee by first-class mail, postage prepaid, not less than 30 nor more than 60 days (except for a prepayment, redemption or purchase pursuant to Section 8.3(e)(iii), notice for which is provided in said Section 8.3(e)(iii), and except for a prepayment, redemption or purchase of Trust Certificates held by the Initial Certificate Holder or any institutional Certificate Holder which acquired such Trust Certificates in a Private Placement, in which event notice shall be given no less than five nor more than ten Business Days prior to such prepayment, redemption or purchase) prior to the applicable Prepayment Date, to each Certificate Holder holding such Trust Certificates to be prepaid or purchased, at such Certificate Holder's address appearing in the Register, *provided* that, in the case of a prepayment to be made pursuant to Section 6.1(b), with respect to a termination of the Lease pursuant to Section 10.3 of the Lease, such prepayment is subject to the receipt of the prepayment proceeds by the Indenture Trustee and if the Indenture Trustee does not receive prior to the opening of business on the date of such prepayment an amount in cash sufficient for such prepayment, any such notice of prepayment given by the Indenture Trustee pursuant to Section 6.1(b) shall be of no effect.

All notices of prepayment shall state:

- (1) the Prepayment Date,
- (2) whether the Trust Certificates (or a Series thereof) shall be prepaid in whole or in part,
- (3) the Section and clause of this Indenture pursuant to which the prepayment is being made,
- (4) that, with respect to prepayments in whole of Trust Certificates issued under an Indenture Supplement, on the Prepayment Date, the Prepayment Price will become due and payable with respect to such Trust Certificates, and that, if any such Trust Certificates are then Outstanding, interest on such Trust Certificates shall cease to accrue on and after such Prepayment Date,
- (5) that, with respect to prepayments in part of Trust Certificates (or a Series thereof) on the Prepayment Date, the Prepayment Price will become due and payable on such Trust Certificates, and that interest with respect to that portion of the Prepayment Price attributable to the principal amount of such Trust Certificates shall cease to accrue on and after the applicable Prepayment Date,
- (6) the Prepayment Price, including in reasonable detail the calculation of the estimated Premium, if any, to be paid in connection therewith, and

(7) the place or places where such Trust Certificates are to be surrendered or presented for payment of the Prepayment Price, which shall be the office of the Registrar or any Paying Agent.

Section 6.3. Deposit of Prepayment Price. On or before the Prepayment Date, the Owner Trustee (or any Person on behalf of the Owner Trustee) shall, to the extent an amount equal to the Prepayment Price with respect to the Trust Certificates to be prepaid, redeemed or purchased on the Prepayment Date shall not then be held in the Indenture Estate, deposit or cause to be deposited with the Indenture Trustee or the Paying Agent by 11:00 a.m. (Chicago, Illinois time) on the Prepayment Date in immediately available funds the Prepayment Price with respect to the Trust Certificates to be prepaid or purchased.

Section 6.4. Trust Certificates Payable on Prepayment Date. If notice of prepayment, redemption or purchase has been given in accordance with Section 6.2 (and not deemed revoked as contemplated in the proviso to the first paragraph of Section 6.2), the relevant Trust Certificates or portions thereof shall, on the Prepayment Date, become due and payable at the principal corporate trust office of the Indenture Trustee or at any office or agency maintained for such purposes pursuant to Section 2.3, and from and after the related Prepayment Date (unless there shall be a default in the payment of the Prepayment Price) any Trust Certificates called for prepayment, redemption or purchase then Outstanding shall cease to bear interest as to any portion the principal of which has been prepaid.

If any Trust Certificate called for prepayment or purchase shall not be so paid, the principal amount thereof shall, until paid, continue to bear interest from the applicable Prepayment Date at the Late Rate as of such Prepayment Date through the date upon which such Trust Certificate is paid.

ARTICLE VII OWNER TRUSTEE AND INDENTURE TRUSTEE

Section 7.1. Prepayment of Moneys for Trust Certificate Payments Held by the Indenture Trustee. Any money held by the Indenture Trustee or any Paying Agent in trust for any payment of the principal of, Premium, if any, or interest on any Trust Certificate (but not any money constituting Excepted Property and not any monies representing the balance, if any, after giving effect to applications pursuant to clauses "first", "second", and "third" of Section 3.5, which balance, if any, is to be distributed upon the terms and conditions provided in clause "fourth" of said Section 3.5) and remaining unclaimed for more than two years and eleven months (or such lesser time as the Indenture Trustee shall be satisfied, after (60) days written notice from the Owner Trustee or the Lessee, is one month prior to the escheat period provided under applicable law) after the due date for such payment, shall be paid to the Owner Trustee; and the Certificate Holders entitled to payment thereon shall thereafter, as unsecured general creditors, look only to the Owner Trustee (and the Owner Trustee shall be liable) for payment thereof, and all liability of the Lessee, the Indenture Trustee or any such Paying Agent with respect to such trust money shall thereupon cease; *provided* that the Indenture Trustee or such Paying Agent, before being

required to make any such repayment, shall, at the written direction of the Owner Trustee or the Lessee, cause to be mailed to each such Certificate Holder notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of mailing, any unclaimed balance of such money then remaining will be repaid to the Owner Trustee as provided herein.

Section 7.2. 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.

Section 7.3. No Representations or Warranties as to the Units or Documents. NEITHER THE OWNER TRUSTEE IN ITS INDIVIDUAL CAPACITY OR OTHERWISE NOR THE OWNER PARTICIPANT 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 UNIT OR AS TO THEIR TITLE THERETO, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE UNIT WHATSOEVER, except that the Owner Trustee in its individual capacity hereby represents and warrants that on each Closing Date the Owner Trustee received whatever title was conveyed to it by the Manufacturer and/or the Lessee and that the Units shall be free of Lessor's Liens attributable (whether or not through its act or failure to act) to the Owner Trustee in its individual capacity.

ARTICLE VIII DEFAULTS AND REMEDIES

Section 8.1. Indenture Events of Default. The following events shall constitute "Indenture Events of Default" under this Indenture (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) any installment of principal, interest or Premium, if any, in respect of any Trust Certificate shall not be paid when due and payable, and which is not thereafter paid within 10 Business Days after the same shall have become due and payable; or

(b) any failure by the Owner Trustee, in its individual capacity or as Owner Trustee, to observe or perform any covenant or obligation required of it under this Indenture, or any failure by the Owner Trustee or the Owner Participant to observe or perform any covenant or obligation required of either of them pursuant to Section 6.1, 6.2, 6.3, 6.5 or 6.6(ii) of the Participation Agreement, or, to the extent that the interest of the Indenture Trustee or any holder of Outstanding Trust Certificates is affected by such failure, in Sections 3.1 and 4.1 of the Trust 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 (with a copy to the Owner

Participant) or the Owner Participant, as the case may be, by registered or certified mail, a written notice specifying such failure and requiring it to be remedied, by the Indenture Trustee or by the holders of at least 25% in principal amount of Outstanding Trust Certificates (with a copy to the Indenture Trustee); or

(c) any failure by the Owner Trustee, in its individual capacity or as Owner Trustee, to observe or perform any other covenant or obligation of the Owner Trustee contained in the Participation Agreement, or any failure by the Owner Participant to observe or perform any other covenant or obligation of the Owner Participant contained in the Participation Agreement which failure, in any case and either individually or together with other then existing failures, shall have a material adverse effect on the rights and interests of the Indenture Trustee or the Certificate Holders and is not remedied within a period of 30 days after there has been given to the Owner Trustee and the Owner Participant by registered or certified mail, a written notice specifying such failure and requiring it to be remedied, by the Indenture Trustee or by the holders of at least 25% in principal amount of Outstanding Trust Certificates; or

(d) any material representation or warranty made by the Owner Trustee, in its individual capacity or as Owner Trustee, or by the Owner Participant under the Participation Agreement or by the Owner Trustee hereunder, or by the Owner Trustee, in its individual capacity or as Owner Trustee, or by the Owner Participant in any document or certificate furnished to the Indenture Trustee 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 continue to be material and unremedied for a period of 30 days after there has been given, by registered or certified mail, to the Owner Trustee and the Owner Participant by the Indenture Trustee, or to the Owner Trustee, the Owner Participant and the Indenture Trustee by the holders of at least 25% in principal amount of Outstanding Trust Certificates, a written notice specifying such incorrectness and requiring it to be remedied; or

(e) a Lease Event of Default (other than any such Lease Event of Default arising by reason of nonpayment of, or failure to perform with respect to, any Excepted Property when due); or

(f) the Trust Estate or the Owner Trustee with respect thereto (and not the Owner Trustee in its individual capacity) shall (i) file, or consent by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other case or petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (ii) make an assignment for the benefit of its creditors, or (iii) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or any substantial part of its property; or

(g) a court or governmental authority of competent jurisdiction shall enter an order appointing, without consent by the Owner Trustee, a custodian, receiver, trustee or other officer with similar powers with respect to the Trust Estate or with respect to any substantial part of the property of the Trust Estate or the Owner Trustee with respect thereto (and not the Owner Trustee in its individual capacity), or constituting an order for relief or approving a petition for relief or reorganization or any other case or petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the Trust Estate or the Owner Trustee with respect thereto (and not the Owner Trustee in its individual capacity) and any such order or petition is not dismissed or stayed within 90 days after the earlier of the entering of any such order or the approval of any such petition; or

(h) the Owner Participant shall (i) file, or consent by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other case or petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (ii) make an assignment for the benefit of its creditors, (iii) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or any substantial part of its property or (iv) take any action to authorize the foregoing; or

(i) a court or governmental authority of competent jurisdiction shall enter an order appointing, without consent by the Owner Participant, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or constituting an order for relief or approving a petition for relief or reorganization or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, with respect to it or any substantial part of its property, or ordering the dissolution, winding-up or liquidation of the Owner Participant, and any such order or petition is not dismissed or stayed within 90 days after the earlier of the entering of any such order or the approval of any such petition.

Section 8.2. Acceleration; Rescission and Annulment. If an Indenture Event of Default occurs and is continuing, the Indenture Trustee by notice to the Lessee, the Owner Trustee and the Owner Participant, or the holders of at least 25% in aggregate principal amount of Outstanding Trust Certificates, by notice to the Indenture Trustee, the Lessee, the Owner Trustee and the Owner Participant, may declare the principal of all the Trust Certificates to be due and payable; *provided* that the Trust Certificates will automatically become due and payable without any action of the Indenture Trustee or the Certificate Holders in the case of an Indenture Event of Default under Section 8.1(f), (g), (h) or (i). Upon such declaration, the principal of all Trust Certificates, together with accrued interest thereon from the date in respect of which interest was last paid hereunder to the date payment of such principal has been made or duly provided for, shall be immediately due and payable but without Premium as a result of such declaration or automatic acceleration. At any time after such declaration or automatic acceleration, as the case may be, and prior to the sale or disposition of the Indenture Estate, a Majority In Interest of Certificate Holders,

by notice to the Indenture Trustee, the Owner Trustee, the Lessee and the Owner Participant, may rescind such a declaration or automatic acceleration, as the case may be, and thereby annul its consequences if (a) an amount sufficient to pay all principal of, Premium, if any, and interest (including interest at the Late Rate on overdue payments) on such Trust Certificates, to the extent each such amount is due or past due without regard to the acceleration hereof, if any, in respect of the Outstanding Trust Certificates and all other sums due and payable to the Indenture Trustee has been deposited with the Indenture Trustee, (b) the rescission would not conflict with any judgment or decree and (c) all existing Indenture Defaults and Indenture Events of Default under this Indenture have been cured or waived except nonpayment of principal of, or interest on, the Trust Certificates that has become due solely because of such acceleration. No such rescission shall affect any subsequent default or impair any right consequent thereon.

Section 8.3. Other Remedies Available to Indenture Trustee. (a) If an Indenture Event of Default shall have occurred and shall be continuing, then and in every such case the Indenture Trustee, as trustee of an express trust and as assignee hereunder of the Lease or as holder of a security interest in the Units or otherwise, may, and when required pursuant to the provisions of Article IX shall, exercise (subject to Sections 8.3(e) and 8.3(f)), any or all of the rights and powers and pursue any and all of the remedies accorded to the Owner Trustee pursuant to Section 15 of the Lease and this Article VIII, 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. Notwithstanding any other provision hereof to the contrary, the Indenture Trustee shall not be entitled to exercise any remedy hereunder as a result of an Indenture Event of Default which arises solely by reason of one or more events or circumstances which constitute a Lease Event of Default unless the Indenture Trustee as security assignee of the Owner Trustee shall have declared the Lease to be in default and have exercised or concurrently be exercising, to the extent it is then entitled to do so hereunder and under the Lease and is not then stayed or otherwise prevented from doing so by operation of law, one or more of the remedies provided for in Section 15 of the Lease; *provided*, that in the event the Indenture Trustee shall be so stayed or otherwise prevented by operation of law from exercising such remedies under the Lease, it shall in any event refrain from so foreclosing or otherwise exercising remedies hereunder in the following situations: (a) during a period of 60 days after the date of commencement of such stay or prohibition, or (b) if the Lessee shall have agreed with the approval of the relevant court to perform the Lease in accordance with Section 1168(a) of the Bankruptcy Code or in accordance with 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 (c) if the Lessee shall have assumed with the approval of the relevant court the Lease in accordance with Section 365 of the Bankruptcy Code, 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.

(b) Subject to Sections 8.3(a), 8.3(e) and 8.3(f), if an Indenture Event of Default has occurred and is continuing, the Indenture Trustee may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with

or without taking possession, and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such action by registered mail to the Owner Trustee, the Owner Participant and the Lessee once at least 30 days prior to the date of such action, and any other notice which may be required by law, sell and dispose of the Indenture Estate, or any part thereof, or interest therein, at a private sale or sales or a public auction to the highest bidder, in each case, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Indenture Trustee may determine, and at any place (whether or not it be the location of the Indenture Estate or any part thereof) and time designated in the notice above referred to; *provided, however,* that, notwithstanding any provision herein to the contrary, the Indenture Trustee shall not sell any of the Indenture Estate or exercise other remedies against the Indenture Estate seeking to deprive the Owner Participant of its interest therein unless a declaration of acceleration has been made pursuant to Section 8.2. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further notice, and the Indenture Trustee and any Certificate Holder may bid and become the purchaser at any such sale. The Indenture Trustee may exercise such right without possession or production of the Trust Certificates or proof of ownership thereof, and as representative of the Certificate Holders may exercise such right without notice to the Certificate Holders or including the Certificate 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 upon enforcement of the Lien created under 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 Sections 8.3(a), 8.3(e) and 8.3(f), if an Indenture Event of Default has occurred and is continuing, the Owner Trustee shall, at the request of the Indenture Trustee upon enforcement of the Lien created under this Indenture, promptly execute and deliver to the Indenture Trustee such instruments of title or 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 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 for any reason fail to execute and deliver such instruments and documents after such request by the Indenture Trustee, the Indenture Trustee shall be entitled to a judgment for specific performance of the covenants contained in the foregoing sentence, conferring upon the Indenture Trustee the right to immediate possession and requiring the Owner Trustee to execute and deliver such instruments and

documents to the Indenture Trustee. The Indenture Trustee shall also be entitled to pursue all or any part of the Indenture Estate wherever it may be found and may enter any of the premises of the Owner Trustee or any other Person (subject to the Lessee's right of quiet enjoyment pursuant to the Lease) wherever the Indenture Estate may be or be supposed to be and search for the Indenture Estate and take possession of any item of the Indenture Estate pursuant to this Section 8.3(c). 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 and of the Indenture Estate, as it may deem proper. In each such case, the Indenture Trustee shall have the right to use, operate, store, lease, control or manage the Indenture Estate and to exercise all rights and powers of the Owner Trustee relating to the Indenture Estate as the Indenture Trustee shall deem appropriate, including the right to enter into any and all such agreements with respect to the use, operation, storage, leasing, control or management of the Indenture Estate or any part thereof; and the Indenture Trustee shall be entitled to collect and receive directly all tolls, rents (including Rent other than Excepted Property), issues, profits, products, revenues and other income 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 cash held by, or required to be deposited with, the Indenture Trustee hereunder. In accordance with the terms of this Section 8.3(c), such tolls, rents (including Rent other than Excepted Property), issues, profits, products, revenues and other income shall be applied to pay the expenses of using, operating, storing, leasing, controlling or managing the Indenture Estate, and of all maintenance, insurance, 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, to the extent permitted by the Lease, the Lessee), and all other payments which the Indenture Trustee may be required or authorized to make under any provision of this Indenture, including this Section 8.3(c), 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.

If an Indenture Event of Default occurs and is continuing and the Indenture Trustee shall have obtained possession of or title to the Units, the Indenture Trustee shall not be obligated to use or operate the Units or cause the Units to be used or operated directly or indirectly by itself or through agents or other representatives or to lease, license or otherwise permit or provide for the use or operation of the Units by any other Person unless (i) the Indenture Trustee shall have been able to obtain insurance of kinds, at rates and in amounts satisfactory to it in its discretion to protect the Indenture Estate and the Indenture Trustee, as trustee and individually, against any and all liability for loss or damage to the Units and for public liability and property damage resulting from use or operation of the Units and (ii) funds are available in the Indenture Estate to pay for all such insurance or, in lieu of such insurance, the Indenture Trustee is furnished with indemnification from the Certificate Holders or any other Person upon terms and in amounts satisfactory to the Indenture Trustee in its discretion to protect the Indenture Estate and the Indenture Trustee,

as trustee and individually, against any and all liabilities arising out of such use or operation of the Units.

(d) Subject to Sections 8.3(a), 8.3(e) and 8.3(f), the Indenture Trustee may proceed to protect and enforce this Indenture and the Trust Certificates by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Indenture Estate or any part thereof, or for the recovery of judgment for the indebtedness secured by the Lien created under this Indenture or for the enforcement of any other proper, legal or equitable remedy available under applicable law.

(e) (i)(1) In the event of any default by the Lessee in the payment of any installment of Basic Rent due under the Lease for at least 10 Business Days after the same shall have become due, the Owner Trustee or the Owner Participant, without the consent of the Indenture Trustee or any Certificate Holder but subject always to Section 8.3(e)(i)(5), may, within the time period specified in clause (4) below, pay to the Indenture Trustee for application in accordance with Section 3.3, a sum equal to the amount of all (but not less than all) principal and interest (other than by acceleration) as shall then be due and payable on the Outstanding Trust Certificates, together with any interest on account of such payment being overdue as provided in clause (i) of the second sentence of Section 3.3 of the Lease.

(2) In the event of any default by the Lessee in the performance of any obligation under the Lease (other than the obligation to pay Basic Rent) and if (but only if) the performance thereof can be effected by the payment of money alone, the Owner Trustee or the Owner Participant, without the consent of the Indenture Trustee or any Certificate Holder, may, within the time period specified in clause (4) below, exercise the Lessor's rights under Section 17 of the Lease to perform such obligation on behalf of the Lessee, without the necessity of giving any notice to the Lessee, it being understood and agreed that nothing herein contained shall be deemed or construed to prohibit the Lessor, the Owner Trustee or the Owner Participant from exercising any such rights of the Lessor at any time prior to any such notice from the Indenture Trustee.

(3) Solely for the purpose of determining whether there exists an Indenture Event of Default, (i) any payment by the Owner Trustee or the Owner Participant pursuant to, and in compliance with, Section 8.3(e)(i)(1) shall, for the purposes of this Indenture, be deemed to remedy any default by the Lessee in the payment of installments of Basic Rent theretofore due and payable and to remedy any default by the Owner Trustee in the payment of any amount due and payable under the Trust Certificates, in each case only if such payment pursuant to Section 8.3(e)(i)(1) is in an amount sufficient to remedy such default, and (ii) any performance by the Owner Trustee or the Owner Participant of any obligation of the Lessee under the Lease pursuant to, and in compliance with, Section 8.3(e)(i)(2) shall, for the purposes of this Indenture, be deemed to remedy any default by the Lessee in the performance in full of such obligation and to remedy any related default by the Owner Trustee under this Indenture.

(4) After an Indenture Event of Default shall have occurred and so long as such Indenture Event of Default shall be continuing, the Indenture Trustee shall give the Owner Trustee and the Owner Participant at least 15 Business Days' prior written notice of its intention to exercise any rights as assignee of the Owner Trustee's rights under the Lease (such 15 Business Days' prior written notice to be given without regard to how long any Lease Event of Default which has given rise to such intent to so exercise rights under the Lease shall be continuing) or declare the Trust Certificates to be so due and payable for purposes of this Section 8.3(e) and, during such 15-Business Day period, the Indenture Trustee shall not exercise any rights as assignee of the Owner Trustee's rights under the Lease and neither the Indenture Trustee nor the Certificate Holders shall declare the Trust Certificates to be due and payable pursuant to Section 8.2 as a result of such Indenture Event of Default or exercise any remedies under Article VIII; *provided*, that if within such 15 Business Day period the Owner Trustee or the Owner Participant shall remedy any default by the Lessee as provided in clauses (1) and (2), the Indenture Trustee shall not exercise any rights as assignee of the Owner Trustee's rights under the Lease and neither the Indenture Trustee nor the Certificate Holders shall declare the Trust Certificates to be due and payable pursuant to Section 8.2 or exercise any remedies under Article VIII.

(5) Section 8.3(e)(i)(1) shall not apply to any default by the Lessee in the payment of any installment of Basic Rent due under the Lease, if default by the Lessee in the payment of three consecutive installments of Basic Rent with respect to a Series, or in the payment of a total of six installments of Basic Rent with respect to a Series, shall have been cured by the Owner Trustee or the Owner Participant pursuant to the foregoing provisions of Section 8.3(e)(i)(1).

(6) Upon the exercise of any cure right under this Section 8.3(e)(i), neither the Owner Trustee nor the Owner Participant shall retain any Lien on any part of the Indenture Estate on account of any payment made or the costs and expenses incurred in connection therewith nor shall any claim of the Owner Trustee or the Owner Participant against the Lessee or any other Person for the repayment thereof impair the prior right and security interest of the Indenture Trustee in and to the Indenture Estate.

(ii) Upon the exercise of any cure right under Section 8.3(e)(i), the Owner Trustee or the Owner Participant, as the case may be, shall be subrogated to the rights of the Certificate Holders (1) to receive from the Indenture Trustee the installment of Basic Rent or other amount with respect to which the Owner Trustee or the Owner Participant effected such cure (including interest on account of such installment being overdue) and (2) with respect to which the Owner Trustee or the Owner Participant otherwise effected such cure, and if the Indenture Trustee shall thereafter receive such installment of Basic Rent or other amount, then, notwithstanding the requirements of Section 3.3, the Indenture Trustee forthwith shall remit such installment of Basic Rent or other amount to the Owner Trustee or the Owner Participant, as the case may be, in reimbursement for the funds so advanced by either of them; *provided, however*, that, if the principal of and interest on any Trust Certificates shall have become due and payable pursuant to Section 8.2, such installment of Basic Rent shall be distributed by the Indenture Trustee in accordance with Section 3.5; and *provided further* that neither the Owner Trustee or the Owner Participant shall attempt to

recover any such installment of Basic Rent or other amount paid by it on behalf of the Lessee pursuant to this Section 8.3(e)(i) except by demanding of the Lessee payment of such amount or by proceeding by appropriate court action or actions, either at law or at equity, to enforce performance by the Lessee of the applicable covenants or recover damages for the breach thereof.

(iii) In the event that (1) the Trust Certificates shall have been accelerated pursuant to Section 8.2, or (2) the Trust Certificates shall have been automatically accelerated, or (3) one or more Lease Event(s) of Default shall have occurred and be continuing for a period of 180 days or more and the Trust Certificates shall not have theretofore been accelerated by the Indenture Trustee or the Certificate Holders during such period, the Owner Trustee or the Owner Participant shall have the right to give notice to the Indenture Trustee of the Owner Trustee's or the Owner Participant's intention to purchase, or cause to be purchased by another Person designated by the Owner Trustee (or prepay in lieu of purchase), all of the Trust Certificates in accordance with this Section 8.3(e)(iii), which redemption shall be pursuant to Section 6.1(e) and concurrently with such notice, the Owner Trustee or the Owner Participant will deposit with the Indenture Trustee, whether or not an Indenture Event of Default is then continuing, an amount sufficient to pay the Prepayment Price equal to the aggregate unpaid principal amount of all unpaid Trust Certificates then Outstanding, but without Premium, together with (A) accrued but unpaid interest thereon to the date of such receipt (as well as any interest on overdue principal and, to the extent permitted by applicable law, overdue interest as provided in clause (i) of the second sentence of Section 3.3 of the Lease) and (B) all amounts then due and payable to the Indenture Trustee pursuant to Section 9.5(a)(i) which funds shall be held by the Indenture Trustee as provided in Section 9.3. Upon the receipt of such funds, the Indenture Trustee will terminate any foreclosure proceedings then in progress. In the event of a purchase by the Owner Participant or the Owner Trustee of Trust Certificates pursuant to this Section 8.3(e)(iii), upon payment to the Indenture Trustee of such amount, each Certificate Holder will be deemed to sell, assign, transfer and convey to the Owner Participant or the Owner Trustee or its designee (without recourse or warranty of any kind except title to the Trust Certificates being conveyed free and clear of Liens attributable to such Certificate Holder) all of the right, title and interest of such Certificate Holder in and to the Indenture Estate, this Indenture and all Trust Certificates held by such Certificate Holder, *provided*, that notwithstanding the foregoing, by its purchase or prepayment of the Trust Certificates as herein contemplated, the Owner Trustee, the Owner Participant or any other Person which so purchases or prepays the Trust Certificates shall be deemed to agree that the holders of the Trust Certificates shall retain an unsecured claim against the Lessee pursuant to the Lease for the payment of any other amounts then due and payable by the Lessee as Supplemental Rent to any such holder or holders of the Trust Certificates. On and after the date of payment of such amount to the Indenture Trustee, the Indenture Trustee shall no longer treat the former Certificate Holders as the "*Certificate Holders*", except for purposes of the Certificate Holders' right to receive their respective portions of the amounts paid to the Indenture Trustee as aforesaid, and on such date the Registrar shall register the transfer of ownership of the Trust Certificates into the name of the Owner Trustee or its designee.

(f) Notwithstanding any provision of this Indenture to the contrary, including, without limitation, Sections 8.3(b), 8.3(c) and 8.3(d), as 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, 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 the Units.

(g) Each and every right, power and remedy herein given to the Indenture Trustee specifically 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, each and every right, power and remedy whether specifically herein given or otherwise existing may, subject to the limitations set forth herein, be exercised from time to time and as often 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 the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by the Indenture Trustee or any Certificate Holder in the exercise of any right, remedy or power or in pursuing any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Owner Trustee or the Lessee or to be an acquiescence therein.

(h) The Indenture Trustee shall have the right to exercise all remedies and maintain proceedings of every kind contemplated in this Article VIII without possession or production of the Trust Certificates proof of ownership thereof. A delay or omission by the Indenture Trustee or any Certificate Holder in exercising any right or remedy accruing upon an Indenture Event of Default under this Indenture shall not impair the right or remedy or constitute a waiver of or acquiescence in such Indenture Event of Default.

Section 8.4. Waiver of Owner Trustee. To the extent now or at any time hereafter enforceable under applicable law, the Owner Trustee covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Indenture Estate or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and hereby expressly waives for itself and on behalf of each and every Person, except decree or judgment creditors of the Owner Trustee acquiring any interest in or title to the Indenture Estate or any part thereof subsequent to the date of this Indenture, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Indenture Trustee, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted. Nothing in this Section 8.4 shall be deemed to be a

waiver by the Owner Trustee of its rights under the proviso to Section 8.3(a) and under Section 8.3(e).

Section 8.5. Waiver of Existing Defaults. A Majority In Interest of Certificate Holders by notice to the Indenture Trustee may waive on behalf of the Certificate Holders an existing Indenture Default or Indenture Event of Default and its consequences except (a) an Indenture Default or Indenture Event of Default in the payment of the principal of, Premium, if any, or interest on, any Trust Certificate or (b) in respect of a covenant or provision hereof which pursuant to Section 11.2 cannot be amended or modified without the consent of the Certificate Holder affected.

Section 8.6. Control by Certificate Holders. A Majority In Interest of Certificate Holders may direct the time, method and place of conducting any proceeding for any remedy available to the Indenture Trustee or exercising any trust or power conferred on it by this Indenture. However, the Indenture Trustee may refuse to follow any direction that conflicts with law or this Indenture, that is unduly prejudicial to the rights of the Certificate Holders so affected, or that would subject the Indenture Trustee to personal liability.

Section 8.7. Limitation on Suits by Certificate Holders. A Certificate Holder may pursue a remedy under this Indenture or under a Trust Certificate only if:

(a) the Certificate Holder gives to the Indenture Trustee written notice of a continuing Indenture Event of Default under this Indenture;

(b) the holders of at least 25% in aggregate principal amount of the Trust Certificates make a written request to the Indenture Trustee to pursue the remedy;

(c) such Certificate Holder or Certificate Holders offer to the Indenture Trustee indemnity satisfactory to the Indenture Trustee against any loss, liability or expense to be, or which may be, incurred by the Indenture Trustee in pursuing the remedy;

(d) the Indenture Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and

(e) during such 60-day period, a Majority In Interest of Certificate Holders do not give the Indenture Trustee a direction inconsistent with the request.

A Certificate Holder may not use this Indenture to prejudice the rights of another Certificate Holder or to obtain a preference or priority over another Certificate Holder.

Section 8.8. Rights of Certificate Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Certificate Holder to receive payment of principal of, Premium, if any, and interest on a Trust Certificate on or after the respective due dates expressed in such Trust Certificate shall not be impaired or affected without the consent of such Certificate Holder.

Section 8.9. Indenture Trustee May File Proofs of Claim. The Indenture Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Indenture Trustee and of the Certificate Holders allowed in any judicial proceedings relating to the Lessee or the Owner Trustee, their respective creditors, or their property.

Section 8.10. Undertaking for Costs. All parties to this Indenture agree, and each Certificate Holder by his acceptance of any Trust Certificate shall be deemed to have agreed that in any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Indenture Trustee for any action taken or omitted by it as Indenture Trustee, a court in its discretion may require the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and the court in its discretion may assess reasonable costs, including reasonable attorney's fees against any party litigant in such suit, having due regard of the merits and good of the claims or defenses made by the party litigant. This Section does not apply to a suit instituted by the Indenture Trustee, a suit instituted by a Certificate Holder for the enforcement of the payment of principal of or Premium, if any, or interest on any Trust Certificate, on or after the respective due dates expressed in such Trust Certificates, or a suit by the Initial Certificate Holder.

ARTICLE IX INDENTURE TRUSTEE

Section 9.1. Rights and Duties of Indenture Trustee. (a) The Indenture Trustee accepts the trusts hereby created and applicable to it and agrees to perform its duties with respect to the same but only upon the terms of this Indenture, and agrees to receive and disburse all moneys constituting part of the Indenture Estate in accordance with the provisions hereof.

(b) The Indenture Trustee may rely on any document believed by it to be genuine and to have been signed or presented by the proper Person. The Indenture Trustee need not investigate any fact or matter stated in such document.

(c) Before the Indenture Trustee acts or refrains from acting, it may consult with counsel or require an Officer's Certificate or an Opinion of Counsel from the Lessee or the Owner Trustee after which it will take such action or refrain from acting as it deems appropriate. The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith and in accordance herewith in reliance on a resolution of the Board of Directors of the Lessee, the written advice of counsel acceptable to the Owner Trustee, the Lessee and the Indenture Trustee, Officer's Certificates or Opinions of Counsel provided by the Lessee or the Owner Trustee.

(d) The Indenture Trustee may act through agents and shall not be responsible for the misconduct or negligence of any such agent appointed with due care; *provided* that, so long as no Indenture Event of Default shall have occurred and be continuing, no such agents shall be appointed by the Indenture Trustee without the consent of the Owner Trustee, which consent shall, in each case, not be unreasonably withheld.

(e) The Indenture Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

(f) The Indenture Trustee may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against any loss, liability or expense.

(g) Subject to the provisions of Section 9.3, the Indenture Trustee shall not be liable for interest on any money received by it except as the Indenture Trustee may otherwise agree in writing with the Lessee. Money held in trust by the Indenture Trustee need not be segregated from other funds except to the extent required by law.

(h) If an Indenture Event of Default under this Indenture has occurred and is continuing, the Indenture Trustee shall exercise its rights and powers under this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(i) Except during the continuance of an Indenture Event of Default:

(i) The Indenture Trustee need perform only those duties that are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Indenture Trustee.

(ii) In the absence of bad faith on its part, the Indenture Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Indenture Trustee and conforming to the requirements of this Indenture. However, the Indenture Trustee shall examine the certificates and opinions to determine whether or not they substantially conform to the requirements of this Indenture.

(j) The Indenture Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own wilful misconduct, except that:

(i) This paragraph does not limit the effect of paragraph (i) of this Section.

(ii) The Indenture Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or officers, unless it shall be proved that the Indenture Trustee was negligent in ascertaining the pertinent facts.

(iii) The Indenture Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with the direction received by it pursuant to Section 8.6.

(k) Every provision of this Indenture that in any way relates to the Indenture Trustee is subject to paragraphs (h), (i) and (j) of this Section.

Section 9.2. Individual Rights of Indenture Trustee. The Indenture Trustee in its individual or any other capacity may become the owner or pledgee of Trust Certificates and may otherwise have business relationships with the Owner Trustee, the Owner Participant, the Lessee or an Affiliate of any thereof with the same rights it would have if it were not the Indenture Trustee. Any agent may do the same with like rights.

Section 9.3. Funds May Be Held By Indenture Trustee or Paying Agent; Investments. Any moneys (including for the purpose of this Section 9.3 any cash deposited with the Indenture Trustee or Permitted Investments purchased by the use of such cash pursuant to this Section 9.3 or any cash constituting the proceeds of the maturity, sale or other disposition of any Permitted Investment) held by the Indenture Trustee or the Paying Agent hereunder as part of the Indenture Estate, until paid out by the Indenture Trustee or the Paying Agent as herein provided, (a) subject to clause (b) below, may be carried by the Indenture Trustee or the Paying Agent on deposit with itself or on deposit to its account 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, and neither the Indenture Trustee nor the Paying Agent shall have any liability for interest upon any such moneys except as otherwise agreed in writing with the Owner Trustee or the Lessee; *provided*, that the Indenture Trustee shall not seek indemnity or reimbursement from any Certificate Holder as a result of liability for interest, or (b) at any time and from time to time at the request (given directly by the Lessee to the Indenture Trustee) of the Lessee acting as the agent of the Owner Trustee, shall be invested and reinvested in Permitted Investments as specified in such request (if such investments are reasonably available for purchase), unless a Lease Event of Default shall have occurred and be continuing, in which event such moneys shall be invested in Permitted Investments selected by the Indenture Trustee having a maturity of ten days or less; and such Permitted Investments shall be held by the Indenture Trustee in trust as part of the Indenture Estate until so sold; *provided*, that the Lessee, as agent of the Owner Trustee, shall upon demand pay to the Indenture Trustee the amount of any loss realized upon maturity, sale or other disposition of any such Permitted Investment and, so long as no Lease Event of Default shall have occurred and be continuing, be entitled to receive from the Indenture Trustee, and the Indenture Trustee, on behalf of the Owner Trustee, shall promptly pay to the Lessee any profit, income, interest, dividend or gain realized upon maturity, sale or other disposition of any Permitted Investment. If any Lease Event of Default shall have occurred and be continuing, any net income, profit, interest, dividend or gain realized upon maturity, sale or other disposition of any Permitted Investment shall be held as part of the Indenture Estate and shall be applied by the Indenture Trustee at the same time, on the same conditions and in the same manner as the amounts in respect of which such income, profit, interest, dividend 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. The Indenture Trustee shall not be responsible for any losses on any investments or sales of Permitted Investments made pursuant to the procedure specified in this Section.

Section 9.4. Notice of Defaults. (a) If an Indenture Event of Default under this Indenture occurs and is continuing and if it is actually known to the Indenture Trustee, the

Indenture Trustee shall (i) promptly send written notice thereof to the Lessee, the Owner Trustee and the Owner Participant (except the Indenture Trustee shall not be obligated to provide such notice to any such Person if such Person had informed the Indenture Trustee of such Indenture Event of Default) and (ii) promptly, and in any event within 30 days after it obtains such knowledge, mail to each Certificate Holder notice of all uncured Indenture Events of Default under this Indenture. Except in the case of a default in the payment of the principal of, Premium, if any, or interest on any Trust Certificate, the Indenture Trustee shall be protected in withholding the notice required under clause (ii) above if and so long as the executive committee or trust committee of directors of the Indenture Trustee and/or Responsible Officers thereof in good faith determine that withholding such notice is in the interest of the Certificate Holders. In addition, if an Indenture Default under this Indenture occurs and is continuing and if it is actually known to the Indenture Trustee, the Indenture Trustee shall promptly send written notice thereof to the Lessee, the Owner Trustee and the Owner Participant.

(b) Notice pursuant to this Section 9.4 shall be transmitted by first-class mail: (i) to all Certificate Holders, as the names and addresses of such Certificate Holders appear upon the Register; (ii) to such Certificate Holders as have, within two (2) years preceding such transmission, filed their names and addresses with the Indenture Trustee for that purpose; and (iii) to all Certificate Holders whose names and addresses have been furnished to or received by the Indenture Trustee pursuant to Section 2.5(a)

Section 9.5. Compensation. (a) The Owner Trustee shall pay to the Indenture Trustee, from time to time, on demand, the following amounts: (i) reasonable compensation for the Indenture Trustee's services, which compensation shall not be limited by any law on compensation of a trustee of an express trust, (ii) reimbursement for all reasonable out-of-pocket expenses incurred by the Indenture Trustee in connection with the performance of its duties under this Indenture (including the reasonable compensation and expenses of the Indenture Trustee's counsel and any agent appointed in accordance with Section 9.1(c)) and (iii) any expense, loss or liability incurred by it arising out of or in connection with its acceptance or administration of the trust or trusts hereunder except (1) as such expenses or loss or liability might result from the negligence or wilful misconduct of the Indenture Trustee or the inaccuracy of any representation or warranty of the Indenture Trustee in its individual capacity in Section 3.3 of the Participation Agreement, (2) as otherwise provided in Section 9.9 and (3) as otherwise excluded by the terms of Sections 7.1 and 7.2 of the Participation Agreement from the Lessee's indemnities under said sections; *provided* that, so long as the Lease is in effect, the Indenture Trustee shall not make any claim against the Owner Trustee under this Section 9.5 for any claim or expense for which the Lessee is liable, or indemnified against by the Lessee, under the Participation Agreement without first making demand on the Lessee for payment of such claim or expense. The Indenture Trustee shall notify the Owner Trustee and the Lessee promptly of any claim or expense for which it may seek indemnity.

(b) To secure the payment obligations of the Owner Trustee pursuant to this Section 9.5, the Indenture Trustee shall have a Lien prior to that of the Certificate Holders on all money or property held or collected from the Lessee by the Indenture Trustee, except

that held in trust to pay the principal of, Premium, if any, and interest on, the Trust Certificates.

Section 9.6. Replacement of Indenture Trustee. (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.

(b) The Indenture Trustee may resign by giving at least 30 days' prior written notice to the Lessee, the Owner Trustee and the Certificate Holders. A Majority In Interest of Certificate Holders may remove the Indenture Trustee by giving at least 30 days' prior written notice to the Indenture Trustee, the Owner Trustee and the Lessee and may appoint a successor Indenture Trustee. The Owner Trustee (acting pursuant to instructions from the Lessee) may remove the Indenture Trustee if:

- (i) the Indenture Trustee fails to comply with Section 9.8;
- (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.

(c) If (i) the Indenture Trustee resigns or is removed, (ii) the Certificate Holders have removed the Indenture Trustee pursuant to the second sentence of Section 9.6(b) and have not appointed a successor within 30 days or (iii) a vacancy otherwise exists in the office of the Indenture Trustee for any reason, then the Owner Trustee may, subject to prior action being taken pursuant to clause (d) of this Section 9.6, promptly appoint a successor Indenture Trustee.

(d) If a successor Indenture Trustee does not take office within 30 days after the retiring Indenture Trustee resigns or is removed, the retiring Indenture Trustee, the Lessee, the Owner Trustee or a Majority In Interest of Certificate Holders may petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee.

(e) If the Indenture Trustee fails to comply with Section 9.8, any Certificate Holder may petition any court of competent jurisdiction for the removal of such Indenture Trustee and the appointment of a successor Indenture Trustee.

(f) A successor Indenture Trustee shall deliver a written acceptance of its appointment to the retiring Indenture Trustee, to the Lessee and to the Owner Trustee. Thereupon, the resignation or removal of the retiring Indenture Trustee shall become effective, and the successor Indenture Trustee shall have all the rights, powers and duties of the retiring Indenture Trustee for which retiring Indenture Trustee the successor Indenture Trustee is to be acting under this Indenture. The retiring Indenture Trustee shall promptly

transfer all property and all books and records relating to the administration of the Indenture Estate held by it as Indenture Trustee to the successor Indenture Trustee subject to the Lien provided for in Section 9.5. The Owner Trustee shall give notice of each appointment of a successor Indenture Trustee by mailing written notice of such event by first-class mail to the Certificate Holders.

(g) All provisions of this Section 9.6 except subparagraphs (b)(i) and (e) and the words "subject to the Lien provided for in Section 9.5" in subparagraph (f) shall apply also to any Paying Agent.

Section 9.7. Successor Indenture Trustee, Agents by Merger, Etc. If the Indenture Trustee or any Paying Agent consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business assets to, another corporation, the successor corporation, without any further act, shall be the successor Indenture Trustee or Paying Agent, as the case may be.

Section 9.8. Eligibility; Disqualification. This Indenture shall at all times have an Indenture Trustee which shall have a combined capital and surplus of at least \$100,000,000 and subject to supervision or examination by Federal, state or District of Columbia authority. If the Indenture Trustee publishes reports of conditions at least annually, pursuant to law or to the requirements of Federal, State or District of Columbia supervising or examining authority, then for the purposes of this Section 9.8, the combined capital and surplus of the Indenture Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of conditions so published.

In case at any time the Indenture Trustee shall cease to be eligible in accordance with the provisions of this Section 9.8, the Indenture Trustee shall resign immediately in the manner and with the effect specified in Section 9.6.

Section 9.9. Trustee's Liens. The Indenture Trustee in its individual capacity agrees that it will at its own cost and expense promptly take such action as may be necessary to comply with the provisions of Section 6.4 of the Participation Agreement.

Section 9.10. Withholding Taxes; Information Reporting. The Indenture Trustee shall exclude and withhold from each distribution of principal, Premium, if any, and interest and other amounts due hereunder or under the Trust Certificates any and all withholding taxes applicable thereto, as required by law (*provided, however, no such exclusion or withholding shall be made from such distribution if the Indenture Trustee shall have received a duly exercised and properly completed U.S. Internal Revenue Service Form W-8, W-9, 4224, 1001 or any substitute Form which may be applicable*). The Indenture Trustee agrees (a) 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 Trust Certificates, to withhold such amounts and timely pay the same to the appropriate authority in the name of and on behalf of the Certificate Holders, (b) that it will file any necessary withholding tax returns or statements when due and (c) that, as promptly as possible after the payment of such amounts, it will deliver to

each Certificate Holder appropriate documentation showing the payment of such amounts, together with such additional documentary evidence as such Certificate Holders may, reasonably request from time to time. The Indenture Trustee agrees to file any other information reports as it may be required to file under United States law. To the extent that the Indenture Trustee fails, with respect to any Certificate Holder, to withhold and pay over any such taxes to the appropriate taxing authority, the Indenture Trustee shall, upon a claim being made for such taxes by such authority, and before making any claim to the Lessee for indemnification under Section 7.1 of the Participation Agreement (if such indemnification would otherwise be permissible thereunder), take all reasonable steps to recover such taxes from such Certificate Holder, including, without limitation, withholding the amount of such taxes from subsequent distributions, if any, to such Certificate Holder. To the extent that the Indenture Trustee receives any amount from the Lessee for indemnification of such taxes which the Indenture Trustee thereafter recovers from the appropriate Certificate Holder (including by withholding from subsequent distributions to such Certificate Holder), the Indenture Trustee shall reimburse the Lessee therefor.

Section 9.11. Co-Trustee. At any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Indenture Estate may at the time be located, the Indenture Trustee shall have the power, subject to receipt of the prior written approval of the Owner Trustee as long as no Indenture Event of Default shall have occurred and be continuing, and shall execute and deliver all instruments necessary, to appoint one or more Persons to act as co-trustee, or co-trustees, or separate trustee or separate trustees, of all or any part of the Indenture Estate, and to vest in such Person or Persons in such capacity, such interest in the Indenture Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Indenture Trustee may consider necessary or desirable.

ARTICLE X SATISFACTION AND DISCHARGE; TERMINATION OF OBLIGATIONS

Section 10.1. Satisfaction and Discharge of Agreement; Termination of Obligations. Subject to Section 10.2, this Indenture shall cease to be of further effect, and the Owner Trustee and the Indenture Trustee shall, except as herein provided, be deemed to have been discharged from their respective obligations with respect to the Trust Certificates (and the Indenture Trustee, on demand and at the expense of the Owner Trustee, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture in respect of the Trust Certificates upon delivery of satisfactory evidence that all Trust Certificates theretofore authenticated have been fully paid or discharged), when

(a) (i) all Trust Certificates theretofore executed and delivered (other than (1) Trust Certificates which have been mutilated, destroyed, lost or stolen and which have been replaced or exchanged as provided in Section 2.6 and (2) Trust Certificates for the payment of which money held in trust hereunder has been paid and discharged from such trust, as provided in Section 7.1) have been delivered to the Indenture Trustee for cancellation; or

(ii) all Trust Certificates not theretofore delivered to the Indenture Trustee for cancellation have become due and payable (whether upon stated maturity, as a result of prepayment or upon acceleration), or will become due and payable (including as a result of prepayment in respect of which irrevocable notice has been given to the Indenture Trustee on or prior to the date of such deposit) at maturity within one year, and there has been deposited with the Indenture Trustee in trust for the purpose of paying and discharging the entire indebtedness on the Trust Certificates not theretofore canceled by the Indenture Trustee or delivered to the Indenture Trustee for cancellation, an amount in cash sufficient without reinvestment thereof to discharge such indebtedness, including the principal of, and Premium, if any, and interest on the Trust Certificates to the date of such deposit (in the case of Trust Certificates which have become due and payable), or to the maturity thereof, as the case may be; and

(b) the principal of, Premium, if any, and interest on the Trust Certificates and all other amounts then due and payable which are secured hereunder have been paid in full.

Section 10.2. Survival of Certain Obligations. Notwithstanding the provisions of Section 10.1, the obligations of the Owner Trustee and the Indenture Trustee contained in Sections 2.1 through 2.8, 7.1, 9.9, 9.10, 10.3 and 10.4 and the rights, duties, immunities and privileges hereunder of the Indenture Trustee shall survive.

Section 10.3. Moneys to Be Held in Trust. All moneys deposited with the Indenture Trustee pursuant to Section 10.1 shall be held in trust and applied by it, in accordance with the provisions of the Trust Certificates and this Indenture, to the payment either directly or through any Paying Agent as the Indenture Trustee may determine, to the Certificate Holders, of all sums due and to become due thereon for principal, Premium, if any, and interest.

Section 10.4. Moneys to Be Returned to Owner Trustee. The Indenture Trustee and any Paying Agent shall promptly pay or return to the Owner Trustee upon request of the Owner Trustee any money held by them at any time that is not required for the payment of the amounts described above in Section 10.3 for which money has been deposited pursuant to Section 10.1.

ARTICLE XI AMENDMENTS AND WAIVERS

Section 11.1. Amendments to This Indenture Without Consent of Certificate Holders. The Owner Trustee and the Indenture Trustee may enter into one or more written agreements supplemental hereto without the consent of any Certificate Holder for any of the following purposes:

(a) to cure any defect or inconsistency herein or in the Trust Certificates, to make any change not inconsistent with the provisions hereof or to cure any ambiguity

or correct any mistake, *provided* that such change does not adversely affect the interests of any Certificate Holder;

(b) to evidence the succession of another party as the Owner Trustee in accordance with the terms of the Trust Agreement or to evidence (in accordance with Article IX) the succession of a new trustee hereunder, the removal of the trustee hereunder or the appointment of any co-trustee or co-trustees or any separate or additional trustee or trustees to the Indenture Trustee or the Owner Trustee;

(c) to convey, transfer, assign, mortgage or pledge any property to or with the Indenture Trustee or to make any other provisions with respect to matters or questions arising hereunder so long as such action shall not adversely affect the interests of the Certificate Holders;

(d) 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 which replaces a Unit in accordance herewith or with the Lease;

(e) to add to the covenants of the Owner Trustee for the benefit of the Certificate Holders, or to surrender any rights or power herein conferred upon the Owner Trustee, the Owner Participant or the Lessee;

(f) to add to the rights of the Certificate Holders;

(g) to include on the Trust Certificates any legend as may be required by law;

(h) to permit or facilitate the issuance of Trust Certificates in a Public Offering;

(i) to change or amend any provision hereof or to make any other provision with respect to matters or questions arising under this Indenture, provided such action shall not adversely affect the interests of the Certificate Holders; or

(j) to provide for the issuance pursuant to Section 2.11 of Replacement Trust Certificates issued in connection with a refinancing of Outstanding Trust Certificates, including the incorporation of sinking fund provisions; or

(k) to appropriately provide for a Letter of Credit in such manner as may be agreed with the Owner Participant and to change any provision of the Operative Agreements concerning a Letter of Credit in a manner acceptable to the Owner Participant and not adversely affecting any other right or interest of the Certificate Holders.

Section 11.2. Amendments to This Indenture with Consent of Certificate Holders.

(a) With the written consent of the Majority In Interest of Certificate Holders, the Owner Trustee and the Indenture Trustee may enter into such written supplemental agreements to add any provisions to or to change or eliminate any provisions of this Indenture or of any such supplemental agreements, to modify the rights of the Certificate Holders; *provided, however,* that, without the consent of each Certificate Holder affected thereby, an amendment under this Section 11.2 may not:

(i) reduce the amount of, any Payment Amount payable with respect to, principal, Premium, if any, or interest on, any Trust Certificate held by such Certificate Holder, or

(ii) change the date on which any principal of, Premium, if any, or interest on any Trust Certificate held by such Certificate Holder, is due or payable or otherwise affect the terms of payment of any Trust Certificate or change to a location outside the United States the place of payment where, or the coin or currency in which, any payment hereunder is payable, or impair the right to institute suit for the enforcement of any such payment on or after the date of maturity or required date of payment thereof (or, in the case of prepayment, on or after the date fixed for prepayment) in accordance with Section 8.7; or

(iii) reduce the amount of any Basic Rent payment payable by the Lessee under the Lease so that the same is less than the payment of principal of and interest on any Trust Certificates held by such Certificate Holder to be made from such rental payment; or

(iv) create any Lien on the Indenture Estate prior to or *pari passu* with the Lien thereon under this Indenture except such as are permitted by this Indenture, or deprive any Certificate Holder of the benefit of the Lien on the Indenture Estate created by this Indenture; or

(v) reduce the percentage in principal amount of the Outstanding Trust Certificates, the consent of whose holders is required for any such supplemental agreement, or the consent of whose holders is required for any waiver (of compliance with certain provisions of this Indenture or of defaults hereunder or their consequences) provided for in this Indenture; or

(vi) make any change in Sections 8.5 through 8.8 or this Section 11.2(a).

(b) It is not necessary under this Section 11.2 for the Certificate Holders to consent to the particular form of any proposed supplemental agreement, but it is sufficient if they consent to the substance thereof.

(c) Promptly after the execution by the Owner Trustee and the Indenture Trustee of any supplemental agreement pursuant to the provisions of this Section 11.2, the Indenture Trustee shall transmit by first-class mail a notice, setting forth in general terms the substance

of such supplemental agreement, to all Certificate Holders, as the names and addresses of such Certificate Holders appear on the Register. Any failure of the Indenture Trustee to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental agreement.

Section 11.3. Record Date for Consents, Notices, Etc. The Owner Trustee may at its option by delivery of an Officer's Certificate to the Indenture Trustee set a record date to determine the Certificate Holders entitled to give any consent, request, demand, authorization, direction, notice, waiver or other act. Such record date shall be the record date specified in such Officer's Certificate which shall be a date not more than 30 days prior to the first solicitation of Certificate Holders in connection therewith. If such a record date is fixed, such consent, request, demand, authorization, direction, notice, waiver or other act may be given before or after such record date, but only the Certificate Holders of record at the close of business on such record date shall be deemed to be Certificate Holders for the purposes of determining whether Certificate Holders holding the requisite proportion of Outstanding Trust Certificates have authorized or agreed or consented to such consent, request, demand, authorization, direction, notice, waiver or other act, and for that purpose the Outstanding Trust Certificates shall be computed as of such record date; *provided* that no such consent, request, demand, authorization, direction, notice, waiver or other act by the Certificate Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than one year after the record date.

Section 11.4. Notation on or Exchange of Trust Certificates. The Indenture Trustee may place an appropriate notation about an amendment or waiver on any Trust Certificate thereafter executed. The Indenture Trustee in exchange for any Trust Certificates may execute new Trust Certificates that reflect the amendment or waiver.

Section 11.5. Indenture Trustee Protected. The Indenture Trustee need not sign any supplemental agreement pursuant to Section 11.2 that adversely affects its rights.

Section 11.6. Amendments, Waiver, Etc. of Other Documents. (a) Without the consent of a Majority In Interest of the Certificate Holders, the respective parties to the Lease, the Participation Agreement and the Trust Agreement may not modify, amend or supplement any of such agreements, or give any consent, waiver, authorization or approval thereunder, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions thereof or of modifying in any manner the rights of the respective parties thereunder, *provided, however*, that the actions specified in subsection (b) of this Section 11.6 may be taken without the consent of the Indenture Trustee or any of the Certificate Holders, to the extent any such action specified in said subsection (b) does not conflict with or violate the provisions of Section 11.6(c) requiring the consent of all of the Certificate Holders.

(b) Subject to the provisions of subsection (c) of this Section 11.6 and provided no Indenture Event of Default shall have occurred and be continuing, the respective parties to

the Lease, the Trust Agreement and the Participation Agreement, at any time and from time to time without the consent of the Indenture Trustee or any of the Certificate Holders, may:

(i) modify, amend or supplement the Lease, or give any consent, waiver, authorization or approval with respect thereto, except that without the consent of a Majority In Interest of the Certificate Holders, the parties to the Lease shall not modify, amend or supplement, or give any consent, waiver, authorization or approval for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions thereof or of modifying in any manner the rights of the respective parties thereunder, with respect to the following provisions of the Lease as originally executed: Section 2, Section 3.1, Section 3.2, Section 3.3 (insofar as payments to the Indenture Trustee or any Certificate Holder are concerned), Section 3.4 (other than for adjustments to Basic Rent, Stipulated Loss Value, Termination Value and Payment Dates made pursuant to Section 3.4 of the Lease and Section 2.6 of the Participation Agreement), Section 3.5, Section 3.6 (except insofar as it relates to the address or account information of the Owner Trustee or the Indenture Trustee), Section 3.7, Section 4, Section 7, Section 8, Section 9, Section 10 (except that additional requirements may be imposed on the Lessee's ability to terminate the Lease with respect to a Unit), Section 11 (except that additional requirements may be imposed on the Lessee's ability to replace a Unit subject to an Event of Loss), Section 12 (except that additional insurance requirements may be imposed on the Lessee), Section 13, Section 14, Section 15, Section 16, Section 17, Section 18, Section 19, Section 20, Section 21, Section 22 (if the result thereof would be to provide any additional renewal or purchase options which would take effect prior to the final maturity of the Trust Certificates), and Section 24 of the Lease as originally executed; *provided* that in the event an Indenture Event of Default shall have occurred and be continuing, the Owner Trustee may no longer exercise its rights as "*Lessor*" under the Lease, and thereafter only the Indenture Trustee may exercise the rights of the Owner Trustee as "*Lessor*" under the Lease, to modify, amend or supplement the Lease or give any consent, waiver, authorization or approval thereunder, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions thereof or of modifying in any manner the rights of the "*Lessor*" thereunder; *provided, further*, that without impairing the Indenture Trustee's rights to exercise remedies under Section 15 of the Lease without the prior consent of the Owner Trustee to the extent provided in the Granting Clause and Article VIII of this Indenture and whether or not an Indenture Event of Default shall have occurred and be continuing, the Indenture Trustee shall not, without the consent of the Owner Trustee (acting at the direction of the Owner Participant), take any action with respect to any of the provisions of Sections 3, 6, 8, 9, 12 (with respect to public liability insurance coverage of the Owner Trustee and the Owner Participant), 13, 19 and 22 of the Lease or any definition of terms used in the Lease, to the extent that any such action would result in a modification of the Lease or take any action which would affect the amount or timing of any amounts payable by the Lessee under the Lease as originally executed (or as subsequently modified with the consent of the Owner Trustee) and which, absent the occurrence and continuance

of an Indenture Event of Default, would be distributable to the Owner Trustee under Section 3 or any other section of the Lease;

(ii) modify, amend or supplement the Trust Agreement, or give any consent, waiver, authorization or approval with respect thereto, except that without the consent of a Majority In Interest of the Certificate Holders, the parties to the Trust Agreement shall not modify, amend or supplement or give any consent, waiver, authorization or approval with respect to Sections 2.1, 2.2, 7.1 or 7.2 or any other section of the Trust Agreement as originally executed if such action would adversely affect the interests of the Certificate Holders; and

(iii) modify, amend or supplement the Participation Agreement, or give any consent, waiver, authorization or approval with respect thereto, but only in compliance with Section 10.13 thereof, except that without the consent of a Majority In Interest of the Certificate Holders, the parties to the Participation Agreement shall not modify, amend or supplement, or give any consent, waiver, authorization or approval with respect to Sections 1, 2 (other than as provided therein), 3, 4, 5, 6, 7, 9 or 10.2 of the Participation Agreement as originally executed or the original definitions of terms or provisions which relate to the Certificate Holders or to the Indenture Trustee if such action would adversely affect the interests of the Certificate Holders.

(c) No modification, amendment, supplement, consent, waiver, authorization or approval with respect to the Lease or the Participation Agreement, whether effected pursuant to subsection (a) or pursuant to subsection (b) of this Section 11.6, and anything in such subsections or elsewhere in this Indenture to the contrary notwithstanding, shall, without the consent of all of the Certificate Holders:

(i) modify, amend or supplement the Lease in such a way as to (1) extend the time of payment of Interim Interest, Basic Rent, any Advance, Supplemental Rent (to the extent payable to the Indenture Trustee or to the Certificate Holders), Stipulated Loss Value and any other amounts payable under, or as provided in, the Lease upon the occurrence of an Event of Loss and Termination Value and any other amounts payable under, or as provided in, the Lease upon termination thereof pursuant to Section 10 of the Lease, or (2) reduce the amount of any installment of Basic Rent so that the same is less than the payment of interest and principal on the Trust Certificates to be made from such installment of Basic Rent or (3) reduce the aggregate amount of Stipulated Loss Value or Termination Value so that the same is less than the accrued interest and on the principal of the Trust Certificates required to be paid at the time of such payments; or

(ii) modify, amend or supplement the Lease in such a way as to, or consent to any assignment of the Lease or give any consent, waiver, authorization or approval which would, release the Lessee from its obligation in respect of payment of Supplemental Rent pursuant to Section 3.3 of the Lease (to the extent payable to the Indenture Trustee or to the Certificate Holders), an Advance pursuant to Section 3.5,

Basic Rent, Stipulated Loss Value or Termination Value or any other amounts payable under, or as provided in, the Lease upon termination thereof, to the extent of amounts payable to or for the benefit of Certificate Holders, except that no such consent shall be required with respect to any assignment by the Lessee pursuant to Section 6.7 of the Participation Agreement or any action taken pursuant to Section 3.4 of the Lease and Section 2.6 of the Participation Agreement.

ARTICLE XII ACTIONS TO BE TAKEN UPON TERMINATION OF LEASE

Section 12.1. Actions to Be Taken upon Termination of Lease. Upon any of:

(a) the termination of the Lease with respect to any Unit by the Lessee pursuant to Section 10 thereof on a Termination Date, and upon payment to the Indenture Trustee on a Prepayment Date of an amount equal to the Prepayment Price determined pursuant to Section 6.1(b) or (d), or

(b) the termination of the Lease with respect to a Unit on the relevant date, following an Event of Loss suffered by such Unit under circumstances where the Lessee does not exercise its option to substitute replacement equipment therefor pursuant to Section 11.2 of the Lease, and upon payment to the Indenture Trustee of an amount equal to the Prepayment Price as at the Prepayment Date of the required portion of the Outstanding Trust Certificates determined pursuant to Section 6.1(a), or

(c) the satisfaction, discharge and termination of the obligations under this Indenture in accordance with Section 10.1;

then the Indenture Trustee shall, without recourse or warranty (except as to the absence of Liens of Persons claiming by, through or under the Indenture Trustee) transfer all of the Indenture Trustee's right, title and interest in and to such Units to the Person contemplated by the relevant provisions of the Lease and the Indenture Trustee shall execute such instruments as may reasonably be requested by the Lessee or the Owner Trustee to evidence such termination.

ARTICLE XIII MISCELLANEOUS

Section 13.1. Notices. (a) Any notice or communication by the Owner Trustee, the Indenture Trustee or the Lessee to any other party is duly given if in writing and delivered in person or mailed by first class mail or by overnight air-courier:

If to the Lessee, to:

**The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173
Attention: Chief Financial Officer**

If to the Indenture Trustee, to:

**Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603
Attention: Indenture Trust Division**

If to the Owner Trustee, to:

**Wilmington Trust Company
1100 North Market Street
Rodney Square North
Wilmington, Delaware 19890
Attention: Corporate Trust Department**

With a copy to the Owner Participant, at:

**BA Leasing & Capital Corporation
Four Embarcadero Center, Suite 1200
San Francisco, California 94111
Attention: Operations - LEV**

(b) Any notice or communication to Certificate Holders shall be mailed by first class mail or by overnight air-courier service to the addresses for Certificate Holders shown on the Register kept by the Registrar. Failure so to properly provide a notice or communication or any defect in such notice or communication to a Certificate Holder shall not affect its sufficiency with respect to other Certificate Holders.

(c) If the Lessee provides a notice or communication to the Certificate Holders, it shall mail a copy to the Indenture Trustee and to each Paying Agent at the same time.

(d) All communications or notices referred to in clause (a) above shall be deemed to be given only when received.

Section 13.2. Communication by Holders with Other Holders. (a) Within fifteen Business Days after the receipt by the Indenture Trustee of a written application by any three or more Certificate Holders (referred to herein as the "applicants") stating that the applicants desire to communicate with other holders with respect to their rights under this Indenture or under the Trust Certificates, and accompanied by a copy of the form of proxy

or other communication which such applicants propose to transmit, and by reasonable proof that each such applicant has owned a Trust Certificate for a period of at least six months preceding the date of such application, the Indenture Trustee shall, at its election, either:

(i) afford to such applicants access to all information furnished to or received by the Indenture Trustee pursuant to Section 2.5(a); or

(ii) inform such applicants as to the approximate number of Certificate Holders according to the most recent information furnished to or received by the Indenture Trustee pursuant to Section 2.5(a), and as to the approximate cost of mailing to such Certificate Holders the form of proxy or other communication, if any, specified in such application.

If the Indenture Trustee shall elect not to afford to such applicants access to such information, the Indenture Trustee shall, upon the written request of such applicants, mail to all Certificate Holders copies of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Indenture Trustee of the material to be mailed and of payment, or provision of payment, of the reasonable expenses of such mailing, unless within five days after such tender, the Indenture Trustee shall mail to such applicants a written statement to the effect that, in the opinion of the Indenture Trustee, such mailing would be contrary to the best interests of the Certificate Holders or would be in violation of applicable law.

(b) Every holder of Trust Certificates, by receiving and holding the same, agrees with the Owner Trustee and the Indenture Trustee that none of the Owner Trustee or the Indenture Trustee nor any agent thereof shall be deemed to be in violation of any existing law, or of any law hereafter enacted, by reason or the disclosure of any such information as to the names and addresses of the Certificate Holders in accordance with Section 13.2(a), regardless of the source from which such information was derived, and that the Indenture Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 13.2(a).

Section 13.3. Rules by Indenture Trustee and Agents. To the extent not inconsistent with this Indenture: (a) the Indenture Trustee may make reasonable rules for action by or a meeting of Certificate Holders; and (b) the Paying Agent or Registrar may make reasonable rules and set reasonable requirements for its functions.

Section 13.4. Non-Business Day. If any date scheduled for any payment of principal of, Premium, if any, or interest on the Trust Certificates is not a Business Day, such payment may be made at such place on the next succeeding day that is a Business Day, (a) with respect to the Trust Certificates held by the Initial Certificate Holder, with interest from and including the date scheduled for such payment to but excluding such next succeeding Business Day (unless such payment is made after 11:00 A.M. (Chicago time) in which case such succeeding Business Day shall be included), with the same force and effect as if made on the date scheduled for payment, and (b) with respect to the Trust Certificates

held by any other Certificate Holder, without any additional amount accruing with respect thereto, with the same force and effect as if made on the date scheduled for payment.

Section 13.5. Governing Law. THIS INDENTURE AND THE TRUST CERTIFICATES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REFERENCE TO THE CHOICE OF LAW DOCTRINE OF SUCH STATE.

Section 13.6. No Recourse Against Others. No director, officer, employee, stockholder or Affiliate, as such, of the Lessee, the Owner Trustee or the Owner Participant, as the case may be, shall have any liability for any obligations of the Lessee, the Owner Trustee or the Owner Participant, as the case may be, under this Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Certificate Holder by accepting a Trust Certificate waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Trust Certificates.

Section 13.7. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one instrument.

Section 13.8. Indenture for Benefit of Owner Trustee, Indenture Trustee, Owner Participant and Certificate Holders. Nothing in this Indenture or the Trust Certificates, whether express or implied, shall be construed to give to any Person other than the Owner Trustee, the Indenture Trustee, the Owner Participant and the Certificate Holders any legal or equitable right, remedy or claim under or in respect of this Indenture, other than the Lessee, but only to the extent expressly provided herein.

Section 13.9. Severability. Whenever possible, each provision of this Indenture shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Indenture.

Section 13.10. No Oral Modifications or Continuing Waivers. No terms or provisions of this Indenture or the Trust Certificates may be waived, discharged or terminated orally, but only by an instrument in writing signed by the party or other Person (including the Lessee) against whom enforcement of the waiver, discharge or termination is sought; and any waiver of the terms hereof or of any Trust Certificate shall be effective only in the specific instance and for the specific purpose given.

Section 13.11. Successors and Assigns. This Indenture shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. To the extent the Lessee has rights described in this Indenture, it is a third party beneficiary of this Indenture. Except as expressly provided herein or in the other Operative Agreements, no party hereto may assign its interests herein without the consent of the other party hereto. Any request, notice,

direction, consent, waiver or other instrument or action by any Certificate Holder shall bind the successors and assigns of such Certificate Holder.

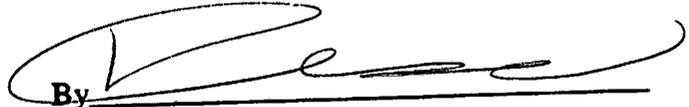
Section 13.12. Headings and Table of Contents. The headings of the Articles and Sections of this Indenture and the Table of Contents are inserted for the purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

Section 13.13. No Legal Title to Indenture Estate in Holders. No Certificate Holder shall have legal title to any part of the Indenture Estate. No transfer, by operation of law or otherwise, of any Trust Certificate or other right, title and interest of any Certificate Holder in and to the Indenture Estate or the trusts hereunder shall operate to terminate this Indenture or the trusts hereunder or entitle any successor or transferee of such Certificate Holder to an accounting or the transfer to it of legal title to any part of the Indenture Estate.

Section 13.14. Section 1111(b) Waiver. The purchase by any Person of any Trust Certificates shall be deemed to constitute a waiver to the fullest extent permitted by law of the benefit of the provisions of Section 1111(b) of Title 11 of the United States Bankruptcy Code with respect to recourse against the Owner Trustee (in its individual capacity) and the Owner Participant on account of any amount payable as principal of, Premium, if any, and interest on or other amounts due under or to the Certificate Holders. Nothing contained in this Section 13.14 shall prevent the Certificate Holders or the Indenture Trustee from enforcing any personal obligation which is by its terms expressly recourse (and retaining the proceeds thereof) to the Owner Trustee (in its individual capacity) or the Owner Participant under the Indenture or the Participation Agreement (and any exhibits or annexes thereto).

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

WILMINGTON TRUST COMPANY, not in its individual capacity except as expressly provided herein, but solely as Owner Trustee

By 
Its VP

HARRIS TRUST AND SAVINGS BANK, as Indenture Trustee

By _____
Its

STATE OF Delaware)
COUNTY OF New Castle) SS

On this 7th day of Dec., 1992, before me personally appeared Norma P. Close personally known, who being by me duly sworn, said that he is a Vice President of WILMINGTON TRUST COMPANY, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon M. Brendle
Notary Public

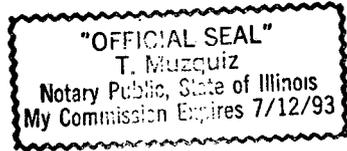
SHARON M. BRENDLE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 10, 1993

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

On this 23th day of DEC, 1992, before me personally appeared R. G. Mason, to me personally known, who being by me duly sworn, said that he is Vice President of HARRIS TRUST AND SAVINGS BANK, that said instrument was signed on such date on behalf of said corporation on such day 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.



T. Muzquiz

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

FORM OF NON-RECOURSE TRUST CERTIFICATES

[THIS CERTIFICATE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS CERTIFICATE MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS CERTIFICATE IS HEREBY NOTIFIED THAT THE SELLER OF THIS CERTIFICATE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER HEREOF, BY PURCHASING THIS CERTIFICATE, AGREES FOR THE BENEFIT OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("ATSF") AND THE EQUIPMENT TRUST TRUSTEE THAT (A) THIS CERTIFICATE MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO ATSF, (2) TO MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, (3) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER THAT IS AWARE THAT THE RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT IN ACCORDANCE WITH RULE 144, (5) IN A TRANSACTION COMPLYING WITH THE PROVISIONS OR REGULATIONS UNDER THE SECURITIES ACT OR (6) PURSUANT TO SUCH OTHER EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AS MAY BE ACCEPTABLE TO ATSF AND THAT (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF ANY CERTIFICATE FROM IT OR THE TRANSFER RESTRICTIONS REFERRED TO IN (A) ABOVE; PROVIDED THAT NO RESALE, PLEDGE OR OTHER TRANSFER MAY BE MADE PURSUANT TO THE PROVISIONS OF (A)(4), (5) OR (6) ABOVE PRIOR TO THE GIVING OF NOTICE BY THE EQUIPMENT TRUST TRUSTEE THAT THE EQUIPMENT TRUST TRUSTEE CAN DELIVER TO THE PROPOSED TRANSFEREE A DEFINITIVE REGISTERED CERTIFICATE REPRESENTING THE CERTIFICATES BEING RESOLD, PLEDGED OR OTHERWISE TRANSFERRED.]

No. _____

\$ _____

Maturity Date: _____

TRUST CERTIFICATE - SERIES _____

SANTA FE TRUST NO. 1992-3

EXHIBIT A
(to Trust Indenture and Security Agreement)

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee under the
Trust Agreement
dated as of December 20, 1992
issued in connection with certain autoracks
leased to

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as owner trustee (the "Owner Trustee") under that certain Trust Agreement dated as of December 20, 1992, between Wilmington Trust Company and the institution referred to therein as the "Owner Participant" (herein as such Trust Agreement may be amended or supplemented from time to time called the "Trust Agreement"), for value received, hereby promises to pay to _____ or registered assigns the principal sum of _____ DOLLARS, or if less, the aggregate unpaid principal amount hereof, in installments on each Payment Date as set forth herein with the final installments due and payable on the Maturity Date specified above and to pay interest on the principal amount remaining unpaid from time to time at the rate or rates per annum specified below and in the Trust Certificate Purchase Agreement (as defined below), from _____, 199_ or from the most recent Payment Date (as defined in the Indenture referred to below) on which interest has been paid or duly provided for, semi-annually, on _____ and _____ in each year¹, commencing _____, 1993², until the principal hereof is paid or made available for payment in full; and to pay interest at the Late Rate (as defined in the Indenture referred to below) on any overdue principal, Premium (as defined in the Indenture referred to below), if any, and (to the extent permitted by applicable law) overdue interest from the due date thereof until paid, payable on demand, all pursuant to the terms of the Indenture referred to below. The payment of any installment of principal may be recorded by each Certificate Holder on the grid set forth herein, but the failure to make any such notation shall not affect the obligations of the Owner Trustee hereunder. All amounts payable by the Owner Trustee hereunder and under the Trust Indenture and Security Agreement dated as of December 20, 1992, as amended or supplemented (herein called the "Indenture", the defined terms therein not otherwise defined herein being used herein with the same meanings), by and between the Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee thereunder, shall be made only from the income and proceeds of the Indenture Estate. Each Certificate Holder, by its acceptance of this Trust Certificate, agrees that (a) it will look solely to the income and proceeds of the Indenture Estate (never to include Excepted Property) for payment of such amounts, to the extent available for distribution to the Certificate Holder hereof as provided in the Indenture and (b) none of the Owner Participant, the Owner Trustee nor the Indenture Trustee is or shall be personally liable to the holder hereof for any amount payable hereunder or under

1 Insert Payment Dates.

2 Insert first Payment Date after applicable Closing Date.

the Indenture, except, in the case of the Owner Trustee and the Indenture Trustee, as provided in the Indenture.

[DESCRIBE INTEREST AND OTHER AMOUNT]³

The interest or Payment Amount so payable, and punctually paid or duly provided for will, as provided in the Indenture, be paid to the Person in whose name this Trust Certificate (or one or more predecessor Trust Certificates) is registered at the close of business on the Record Date for payment of such interest or Payment Amount, which shall be the tenth day (whether or not a Business Day) next preceding such Payment Date.

The principal of, Premium, if any, and interest on this Trust Certificate shall be payable in immediately available funds at the principal corporate trust office of the Indenture Trustee or at any office or agency maintained for such purpose pursuant to Section 2.3 of the Indenture, or as otherwise directed in the manner provided in the Indenture. Notwithstanding the foregoing or any provision herein to the contrary, the Indenture Trustee will pay, or cause to be paid, all amounts payable by the Owner Trustee hereunder in U.S. Dollars to such Certificate Holder or a nominee therefor either (i) if such Certificate Holder is the Initial Certificate Holder, by transferring by wire in immediately available funds to an account maintained by such Certificate Holder with a bank in the United States the amount to be distributed to such Certificate Holder or (ii) by mailing a check to such Certificate Holder (including the Initial Certificate Holder in lieu of wire transfer provided in clause (i) above if so requested by it by written notice to the Owner Trustee and the Indenture Trustee) at such address as such Certificate Holder shall have specified in its Trust Certificate Purchase Agreement (or such written request in the case of the Initial Certificate Holder), in any case without any presentment or surrender of this Trust Certificate, except that the Certificate Holder shall surrender this Trust Certificate to the Indenture Trustee upon payment in full of the principal amount of and interest on this Trust Certificate and such other sums payable to such Certificate Holder under the Indenture or under this Trust Certificate.

This Trust Certificate shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose unless this Trust Certificate has been executed on behalf of the Owner Trustee by the manual or facsimile signature of an authorized officer of the Owner Trustee, and authenticated by the Indenture Trustee by the manual or facsimile signature of an authorized officer or signatory of the Indenture Trustee, in each case as specified in Section 2.2 of the Indenture.

Reference is made to the Indenture and all supplements and amendments thereto (a copy of which is on file with the Indenture Trustee at its principal corporate trust office) for a more complete statement of the terms and provisions thereof, including a statement of the properties thereby conveyed, pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Owner Trustee, the Lessee, the Indenture Trustee and the

³ To be taken from the relevant Trust Certificate Purchase Agreement.

Certificate Holders, the waiver by any purchaser of this Trust Certificate of the benefits of Section 1111(b) of Title 11 of the United States Bankruptcy Code and the other terms upon which the Trust Certificates are, and are to be, executed and delivered, as well as for a statement of the terms and conditions of the trust created by the Indenture, to all of which terms and conditions in the Indenture each Certificate Holder agrees by its acceptance of this Trust Certificate.

Subject to the next paragraph hereof, on each Payment Date, the registered holder hereof will be entitled to receive a payment of principal equal to the amount for such Payment Date set forth in the Schedule attached hereto.

As more fully provided in the Indenture, the Trust Certificates are subject to prepayment in whole or in part, or purchase, under the circumstances and in the amounts, including Premium, if any, set forth in the Indenture.⁴

If an Indenture Event of Default shall occur and be continuing, the unpaid principal amount of the Trust Certificates may, subject to the terms of the Indenture, be declared due and payable in the manner and with the effect provided in the Indenture. If, and only if, such an event of default is caused by an event of default by the Lessee under the Lease, the Indenture Trustee may declare the Lease to be in default, and may, subject to the limitations set forth in Article VIII of the Indenture, to the exclusion of the Owner Trustee, exercise one or more of the remedies of the Owner Trustee provided in the Lease.

The right of the Certificate Holder to institute action for any remedy under the Indenture, including the enforcement of payment of any amount due hereon, is subject to certain restrictions specified in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this Trust Certificate is transferable, and upon surrender of this Trust Certificate for registration of transfer at the principal corporate trust office of the Registrar, or at the office or agency maintained for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Registrar duly executed by, the Certificate Holder or his attorney duly authorized in writing, one or more new Trust Certificates of the same maturity, Series and type and of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Trust Certificates are issuable only as registered Trust Certificates.

No service charge shall be made for any such registration of transfer or exchange, but the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

⁴ Prepayment provisions may be more fully set forth. Also, other terms and provisions may be more fully set forth.

Prior to due presentment for registration of transfer of this Trust Certificate, the Owner Trustee, the Indenture Trustee, the Paying Agent, the Registrar and the Lessee may deem and treat the Person in whose name this Trust Certificate is registered as the absolute owner hereof for the purpose of receiving payment of the principal of and interest on this Trust Certificate and for all other purposes whatsoever whether or not this Trust Certificate be overdue, and neither the Owner Trustee, the Indenture Trustee, the Paying Agent, the Registrar nor the Lessee shall be affected by notice to the contrary.

ERISA legend as required by Section 2.14 of the Indenture

AS PROVIDED IN THE INDENTURE, THE INDENTURE AND THIS TRUST CERTIFICATE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REFERENCE TO THE CHOICE OF LAW DOCTRINE OF SUCH STATE.

IN WITNESS WHEREOF, the Owner Trustee has caused this instrument to be duly executed under its corporate seal.

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

By _____
Title:

[CORPORATE SEAL]

Attest:

Title

Issue Date:

SCHEDULE TO TRUST CERTIFICATE

PAYMENT DATE	PRINCIPAL AMOUNT OF TRUST CERTIFICATE TO BE PAID ON PAYMENT DATE	PRINCIPAL AMOUNT OF TRUST CERTIFICATE REMAINING TO BE PAID
-------------------------	---	---

INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Trust Certificates referred to in the within-mentioned Indenture.

**HARRIS TRUST AND SAVINGS BANK, as
Indenture Trustee**

**By _____
Authorized officer or signatory**

INDENTURE SUPPLEMENT NO. _____

INDENTURE SUPPLEMENT NO. _____, dated _____, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement (_____); dated as of December 20, 1992 (the "Trust Agreement") between the Owner Trustee and BA LEASING & CAPITAL CORPORATION, a California corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (Santa Fe Trust No. 1992-3) dated as of December 20, 1992 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

WITNESSETH:

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Units with respect to which the Series of Trust Certificates issued hereunder relate, by having attached thereto a copy of the applicable Lease Supplement and shall specifically submit such Units to the Lien of the Indenture and this Indenture Supplement; and

WHEREAS, the Indenture relates to the Units described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Premium, if any, and interest on, each Series of Trust Certificates from time to time Outstanding under the Indenture (including those Outstanding under this Indenture Supplement) and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Certificate Holders contained in the Indenture and in the Operative Agreements to which it is a party, and for the uses and purposes and subject to the terms and provisions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in the Indenture and this Indenture Supplement, and of the acceptance of the Trust Certificates by the Certificate Holders, 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 has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge, and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Certificate Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under (i) the property comprising the Units described in the copy of the Lease Supplement attached hereto as Exhibit A and (ii) the Lease and the Lease Supplement relating hereto and all Rent thereunder with respect to the Units to which the Series of Trust Certificates issued under this Indenture Supplement relate, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated Loss Value and Termination Value) required to be made by the Lessee thereunder with

EXHIBIT B

(to Trust Indenture and Security Agreement)

respect to such Units, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the Certificate Holders.

BUT SUBJECT, HOWEVER, TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE INDENTURE, SUCH EXCLUSIONS INCLUDING, any and all Excepted Property now existing or hereafter arising.

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 Certificate Holders from time to time, and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

It is the intention of the parties hereto that all Trust Certificates issued and Outstanding under the Indenture rank on a parity with each other Trust Certificate and that, as to each other Trust Certificate, they be secured equally and ratably by the collateral described herein and in other Indenture Supplements, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise; *provided*, that, for ease of administration, certain of the Units have been allocated to particular Series of Trust Certificates and such allocation may result, with respect to Section 6.1 of the Indenture, in prepayment of one or more but not all Series of Trust Certificates.

The Trust Certificates issued under this Indenture Supplement shall be designated as Trust Certificates, Series 1992-3____. The Trust Certificates shall be substantially in the form set forth in Exhibit A to the Indenture. The Trust Certificates issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued with the Maturity Date and shall bear interest as specified in Exhibit B hereto. The principal of each Trust Certificate shall be payable as follows (as indicated in Exhibit B attached hereto):

either

- (x) in whole on the indicated Maturity Date; or
- (y) in installments, on each Payment Date, including the Maturity Date, in the respective amounts of principal indicated.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and this Indenture Supplement is hereby incorporated by reference therein and the Indenture is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee and the Indenture 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 Units referred to in the aforesaid Lease Supplement attached hereto and made a part hereof have 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.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

IN WITNESS WHEREOF, WILMINGTON TRUST COMPANY, as the Owner Trustee and HARRIS TRUST AND SAVINGS BANK, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

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

By _____
Name:
Title:

HARRIS TRUST AND SAVINGS BANK, not in its individual capacity, except as otherwise provided, but solely as Indenture Trustee

By _____
Name:
Title:

UNITS

[Attach Appropriate Lease Supplement]

EXHIBIT A
(to Indenture Supplement No. _____)

TRUST SERIES _____

Maturity Date:

Debt Rate:

Principal Amount: \$ _____

Payment Dates for Interest:

Payment Amounts: \$ _____

PAYMENT DATE

PAYMENT AMOUNTS

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, references (i) 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) to parties to agreements shall be deemed to include the permitted successors and assigns of such parties.

Defined Terms

"After-Tax-Basis" shall mean (i) in the case of any amount being paid to any Tax Indemnitee, an amount which, after deduction of all additional federal, state and local income taxes imposed upon such Tax Indemnitee that would not have been imposed but for the receipt or accrual of such amount (or the receipt or accrual of amounts paid by reason of a "gross-up" provision), is equal to the amount required to be paid under the applicable Operative Agreement, and (ii) in the case of any amount being paid by any Tax Indemnitee, an amount which, after deduction of all additional federal, state and local income taxes saved by such Tax Indemnitee that would not have been saved but for the payment or accrual of the obligation to pay such amount (or the payment or accrual of the obligation to pay amounts by reason of a "gross-up" provision) is equal to the amount to be paid under the applicable Operative Agreement.

"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, whether through the ownership of voting securities, by contract or otherwise, and the term "controlled" shall have a meaning correlative to the foregoing.

"Appraisal" shall have the meaning specified in Section 4.2(a) of the Participation Agreement.

"Average Life Date" shall mean, with respect to the prepayment of a Trust Certificate, the date which follows the Prepayment Date by a period equal to the Remaining Weighted Average Life at the Prepayment Date of such Trust Certificate.

"Bank" shall have the meaning specified in Section 3.1 of the Participation Agreement.

"Bankruptcy Code" shall mean the United States Bankruptcy Reform Act of 1978, as amended from time to time, 11 U.S.C. § 101 et seq.

"Basic Rent" shall mean, with respect to any Unit, all scheduled 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 scheduled 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 the earlier of (i) the date which is six months less one day following the first Closing Date and (ii) December 29, 1993.

"Basic Term Expiration Date" shall mean for any Unit, the date which is eleven years after the Basic Term Commencement Date for such Unit.

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

"Bill of Sale" shall mean the bill of sale, dated a Closing Date, or the date that any Replacement Unit is subjected to the Lease (and the Lien of the Indenture, if the Indenture is in effect), from the Manufacturer (or the Lessee, in the case of a Replacement Unit) to the Owner Trustee covering the Units delivered on such Closing Date or such Replacement Unit, as the case may be, substantially in the form of Exhibit D to the Participation Agreement.

"Breakage Costs" shall mean, with respect to the principal amount of Trust Certificates issued pursuant to the Initial Trust Certificate Purchase Agreement, the following: any loss, cost or expense, including, without limitation, any loss, cost or expense incurred by reason of the liquidation or re-employment of deposits or other funds acquired by the Initial Certificate Holder to fund or maintain the loan evidenced by the Trust Certificates or the relending or reinvesting of such deposits or amounts paid or prepaid to such holder as a result of any payment, redemption or prepayment of the Trust Certificates held by the Initial Certificate Holder on a date other than the last day of an Interest Period, to the extent such payment or prepayment is payable under Section 6.1 of the Indenture. If a claim for compensation is made, it shall be accompanied by a certificate to the Lessee, the Owner Trustee and the Owner Participant setting forth the amount of such loss, cost or expense in reasonable detail (including an explanation of the basis and the computation of such loss, cost or expense) and the amounts shown on such certificate shall be conclusive and binding on such parties to the Operative Agreements absent manifest error. Notwithstanding the foregoing, Breakage Costs shall be payable only in the circumstances provided in the Indenture.

"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, Chicago, Illinois, San Francisco, California, the city and state (if different from the foregoing) in which the principal corporate trust office of the Owner Trustee is located, or, until the Lien of the Indenture has been discharged, the city and state (if different from the foregoing) in which the principal corporate trust office of the Indenture Trustee is located.

"Car Contract" shall have the meaning specified in Section 4.4 of the Lease.

"Certificate Holders" shall mean and include each registered owner of a Trust Certificate.

"Certificate of Acceptance" shall have the meaning specified in Section 2.3(b) of the Participation Agreement.

"Change in Tax Law" shall mean (i) (a) an amendment to the Code, other than a change in the alternative minimum tax, that is enacted on or prior to a Closing Date or (b) an amendment to the Code that is enacted after such Closing Date, (ii) (a) a change in the Treasury Regulations, whether proposed, temporary or final, that is promulgated on or prior to a Closing Date and (except with respect to proposed regulations) effective with respect to the transactions entered into on or prior to such

Closing Date, or, (b) a change in the Treasury Regulations, whether proposed, temporary or final that is promulgated after a Closing Date and (except with respect to proposed regulations) effective with respect to the transactions entered into on or prior to such Closing Date, or (iii) a change in judicial precedent or administrative announcement promulgated or decided prior to a Closing Date.

"Claims" shall have the meaning specified in Section 7.2(a) of the Participation Agreement.

"Class I Railroad" shall mean a "Class I Carrier" within the meaning of 49 C.F.R. Part 1201 which is a railroad operating within the jurisdiction of the Interstate Commerce Commission pursuant to Title 49 of the U.S. Code.

"Closing" shall have the meaning specified in Section 2.3(a) of the Participation Agreement.

"Closing Date" shall have the meaning specified in Section 2.3(a) of the Participation Agreement.

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

"Commitment", with respect to the Owner Participant, shall have the meaning specified in Section 2.2(a) of the Participation Agreement.

"Co-Registrar" shall have the meaning specified in Section 2.3 of the Indenture.

"Current Principal Amount" shall mean, with respect to a Trust Certificate as of any relevant date, the original principal amount of such Trust Certificate reduced by the amount of principal paid with respect to such Trust Certificate prior to such date.

"Debt Rate" shall mean, with respect to any Trust Certificate, as of the date of determination, a rate equal to the scheduled rate of interest per annum borne by such Trust Certificate ((a) with respect to Trust Certificates held by the Initial Certificate Holder, computed on the basis set forth in the Initial Trust Certificate Purchase Agreement and (b) with respect to any other Trust Certificates, except as may be provided to the contrary in any Trust Certificate Purchase Agreement, computed on the basis of a year of 360 days consisting of twelve 30-day months).

"Defaulted Interest" shall have the meaning specified in Section 2.8(b) of the Indenture.

"Defaulted Payment" shall have the meaning specified in Section 2.8(b) of the Indenture.

"Defaulted Premium" shall have the meaning specified in Section 2.8(b) of the Indenture.

"Determination Date" shall mean, with respect to any Unit, each of the dates set forth on Schedule 4 or 5 to the Participation Agreement which relates to such Unit.

"Discount Rate" shall mean the per annum composite rate (calculated by reference to a spread over 7-year United States Treasury securities) which the Investment Banker indicates would be the likely composite Debt Rate if the Trust Certificates to be issued pursuant to Section 6.13 of the Participation Agreement were priced on the date of determination of the Discount Rate; provided, however, (i) if the transactions contemplated by Section 6.13 of the Participation Agreement are consummated, then the Discount Rate thereafter shall be the composite Debt Rate of the Trust Certificates issued pursuant to the Trust Certificate Purchase Agreement entered into pursuant to Section 6.13 and (ii) if the transactions contemplated by Section 6.13 of the Participation Agreement are not consummated on or before December 28, 1993, then the Discount Rate for any day during the period commencing on December 29, 1993 and ending on the date, if any, that the transactions contemplated by Section 6.13 of the Participation Agreement are consummated shall be the LIBOR Rate (as defined in the Initial Trust Certificate Purchase Agreement) in effect on December 29, 1993 plus the Eurodollar Margin (as defined in the Initial Trust Certificate Purchase Agreement) in effect on such date, which Discount Rate shall be reflected in adjustments to Schedules 3, 4, 5 and 6 to the Participation Agreement made pursuant to Section 2.6(a)(ii) of the Participation Agreement.

"DOT" shall have the meaning specified in Section 8.1 of the Lease.

"Environmental Law" shall mean any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental authority regulating, relating to or imposing liability standards of conduct concerning any Hazardous Substances or environmental protections, as now or may at any time hereafter be in effect, including, without limitation, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act of 1986, the Emergency Planning and Community Right to Know Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, the Toxic Substances Control Act, together, in each case, with each amendment, supplement or other modification thereto,

and the regulations promulgated thereunder and all substitutions therefor.

"Equipment Cost" shall mean, for each Unit, the purchase price therefor specified on Schedule 1 to the Participation Agreement.

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

"ERISA Entity" shall have the meaning specified in Section 2.14 of the Indenture.

"Event of Default" shall mean a Lease Event of Default.

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

"Excepted Property" shall mean (i) all indemnity payments or payments which by the terms of Section 7 of the Participation Agreement, Section 4.3 or 6.1 of the Trust Agreement or any section of the Tax Indemnity Agreement or any corresponding payment under Section 3.3 of the Lease shall be payable to the Owner Participant, the Owner Trustee in its individual capacity or any of their respective successors, Affiliates, permitted assigns, directors, officers, employees, servants and agents, (ii) any insurance proceeds payable under insurance maintained by the Owner Trustee in its individual capacity or the Owner Participant pursuant to Section 12.3 of the Lease, (iii) any insurance proceeds (or governmental payments in lieu thereof) payable to the Owner Trustee in its individual capacity or to the Owner Participant, under any public liability insurance maintained by the Lessee pursuant to Section 12 of the Lease or by any other Person, (iv) any rights of the Owner Participant or the Owner Trustee in its individual capacity to demand, collect, sue for, or otherwise receive and enforce payment of the amounts described in the foregoing clauses (i) through (iii), provided that the rights referred to in this clause (iv) shall not be deemed to include the exercise of any remedies provided for in Section 15 of the Lease other than the right to proceed by appropriate action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants or to recover damages for the breach thereof, (v) any amount payable to the Owner Participant by any Transferee as the purchase price of the Beneficial Interest in compliance with the terms of the Participation Agreement and the Trust Agreement, (vi) the respective rights of the Owner Trustee in its individual capacity or the Owner Participant to the proceeds of the foregoing, and (vii) the rights of the Owner Participant under Section 10 of the Tax Indemnity Agreement.

"FASB Statement No. 13" shall have the meaning specified in Section 10.2(a) of the Participation Agreement.

"Fair Market Rental Value" or "Fair Market Value", with respect to all Units (or portions thereof) with respect to which a determination is being made, shall mean the cash rent or cash price obtainable for such Units (or portions thereof) in an arm's-length lease or sale between an informed and willing lessee (other than a lessee in possession) or purchaser/user (other than a purchaser/user in possession and other than a dealer in used equipment of a type similar to the Units) 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. In making any determination there shall be no increase to the cash rent or cash price obtainable as a result of the existence of Modifications the title to which is vested in the Lessee. Except for determinations for the purposes of Section 15 of the Lease, Fair Market Rental Value and Fair Market Value shall be determined upon the assumption that each Unit (or appropriate portion thereof) is in the condition and repair required under the Lease and is attached to a flatcar in a manner which meets the requirements of Section 4.4 of the Lease, provided, that no portion of this Fair Market Rental Value or Fair Market Value shall be attributed to the flatcar itself or to any favorable or unfavorable rentals under the Car Contract relating to the flatcar. For purposes of Section 15 of the Lease, determinations of Fair Market Rental Value and Fair Market Value shall be determined upon the assumption that each Unit is to be leased or sold on an "as-is, where-is" basis. If the parties are unable to agree upon a Fair Market Rental Value and/or a Fair Market Value within (x) at least 90 days prior to the making of any payment under Section 11.2 of the Lease as a result of a Flatcar Loss or (y) 30 days after delivery of the appropriate notice pursuant to Section 22 of the Lease, or, unless the Lessor otherwise consents, if Fair Market Rental Value or Fair Market Value is to be determined for the purposes of Section 15 of the Lease, such values shall be determined by the following appraisal procedure. Determinations under this appraisal procedure shall be conclusively binding on both the Lessor and the Lessee. (I) If the appraisal procedure is used for any purpose other than Section 15 of the Lease: the Lessee, in the case of clause (x) above, at least 80 days prior to the making of any payment under Section 11.2 of the Lease in respect of a Flatcar Loss, and, in the case of clause (y) above, within 10 days after the 30-day period after the delivery of the appropriate notice pursuant to Section 22 of the Lease, will provide the Lessor the names of appraisers that would be satisfactory to the Lessee, and the Lessor and the Lessee will consult with the intent of selecting a mutually acceptable appraiser. If a mutually acceptable appraiser is selected, the Fair Market Rental Value and/or the Fair Market Value, as the

case may be, shall be determined by such appraiser and set forth in a written appraisal that is in compliance with the "Uniform Standards Of Appraisal Practice" of the Appraisal Foundation. If the Lessee and the Lessor are unable to agree upon a single appraiser within 10 days after the Lessee provides the Lessor with the names of appraisers, either party can file with the American Arbitration Association to provide a list of qualified and certified appraisers of recognized standing and knowledgeable in equipment of the type subject to the Lease and within 15 days of such filing the American Arbitration Association shall provide such a list. Within 10 days of receipt of such list, the Lessor and the Lessee shall list in order of preference their respective choices for appraisers and the appraiser which is most preferred by both the Lessor and the Lessee (or, if two appraisers are preferred equally by the Lessor and the Lessee, the appraiser which is most preferred by both parties but chosen by the Lessor) shall perform the appraisal and set forth Fair Market Rental Value or Fair Market Value in a written appraisal that is in compliance with the "Uniform Standards of Appraisal Practice" of the Appraisal Foundation and the Lessor and the Lessee shall equally share the cost of the appraisal. (II) If the appraisal procedure is used for the purpose of Section 15 of the Lease: the Lessor shall select an independent qualified and certified appraiser of recognized standing and knowledgeable in equipment of the type subject to the Lease. Such appraisal shall be made within 15 days of appointment. The Lessee shall bear the cost of such appraisal. Notwithstanding any of the foregoing, for the purposes of Section 15 of the Lease, the Fair Market Rental Value or the Fair Market Value, as the case may be, shall be zero with respect to any Unit if the Lessor theretofore has not been able to recover possession of such Unit in accordance with the terms of paragraph (b) of Section 15.1 of the Lease.

"Fair Market Sales Value", with respect to any Unit shall mean the cash price obtainable for such Unit in an arm's length sale between an informed and willing purchaser under no compulsion to purchase and an informed and willing seller under no compulsion to sell.

"Final Determination" shall mean (i) a decision, judgment, decree or other order by any court of competent jurisdiction, which decision, judgment, decree or other order has become final (i.e., the earliest of when all allowable appeals by either party to the action (or with respect to the Owner Participant, only such appeals as are required by Section 10 of the Tax Indemnity Agreement) have been exhausted or the time for filing such appeal has expired), (ii) a closing agreement entered into under Section 7121 of the Code (or any successor provision) or any other binding settlement agreement entered into in connection with an administrative or judicial proceeding, in any case with the consent of the Lessee, or (iii) the expiration of the time for

instituting an initial suit with respect to a claimed deficiency or for instituting a claim for refund or if such a claim was filed, the expiration of the time for instituting suit with respect thereto.

"Fixed Purchase Price" shall have the meaning set forth on Schedule 7 to the Participation Agreement.

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

"Harris" shall have the meaning specified in Section 3.3 of the Participation Agreement.

"Hazardous Substances" shall mean any hazardous materials, hazardous wastes, hazardous or toxic substances, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products (including crude oil or any fraction thereof), and materials exhibiting the characteristics of ignitability, corrosivity, reactivity or extraction procedure toxicity, as such terms are defined in connection with hazardous materials or hazardous wastes or hazardous or toxic substances in any Environmental Law.

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

"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 (Santa Fe Trust No. 1992-3), dated as of December 20, 1992 between the Owner Trustee, in the capacities described therein, and the Indenture Trustee, as amended or modified from time to time. Such terms shall include each Indenture Supplement entered into pursuant to the terms of the Indenture.

"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 8.1 of the Indenture.

"Indenture Supplement" shall mean (i) an Indenture Supplement dated a Closing Date or the date that any Replacement

Unit is subjected to the Lien and security interest of the Indenture, substantially in the form of Exhibit B to the Indenture, between the Owner Trustee, in the capacities described therein, and the Indenture Trustee, covering the Units related to such Closing Date or such Replacement Unit, as the case may be, or (ii) any supplement or amendment entered into from time to time between the Owner Trustee, in the capacities described therein, and the Indenture Trustee.

"Indenture Trustee" shall mean Harris Trust and Savings Bank, an Illinois banking corporation, as trustee under the Indenture and its successors thereunder.

"Indenture Trustee Agreements" shall mean the Operative Agreements to which the Indenture Trustee is or will be a party.

"Initial Certificate Holder" shall mean National Westminster Bank Plc, a public limited company incorporated under the laws of England and Wales, and its permitted transferees, successors and assigns.

"Initial Certificate Holder Related Charges" shall mean all amounts, liabilities and obligations payable by the Lessee to the Initial Certificate Holder pursuant to Section 2(g), 2(h) or 5(c)(v) of the Initial Trust Certificate Purchase Agreement.

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

"Initial Trust Certificate Purchase Agreement" shall mean the Equipment Trust Certificate Purchase Agreement, dated as of December 20, 1992, among the parties to the Participation Agreement and the Initial Certificate Holder.

"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.

"Interest Periods" shall have the meaning specified in Section 8 of the Initial Trust Certificate Purchase Agreement.

"Interim Interest" shall mean any interest which is due and payable during the Interim Term or on the Basic Term Commencement Date pursuant to the terms of any Trust Certificate Purchase Agreement, assuming that no Lease Event of Default or Indenture Event of Default shall have occurred and be continuing.

"Interim Interest Payment Date" shall mean any date upon which Interim Interest is due and payable.

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

"Internal Revenue Service Guidelines" shall mean Revenue Procedures 75-21 and 75-28.

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

"Late Rate" shall mean (i) with respect to the portion of any payment of Rent that would be required to be distributed to the Certificate Holders pursuant to the Indenture, the Lessor (whether directly or pursuant to the Indenture), the Owner Participant or the Owner Trustee, in its individual capacity, the rate per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months) equal to the lesser of (a) 1% over the Debt Rate borne by the related Trust Certificate and (b) the maximum interest rate from time to time permitted by law, and (ii) with respect to any amount payable to the Lessee, the rate per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months) equal to the lesser of (a) 9 1/4% and (b) the maximum interest rate from time to time permitted by law.

"Lease" or "Lease Agreement" or "Equipment Lease" shall mean the Equipment Lease Agreement (Santa Fe Trust No. 1992-3), relating to the Units, dated as of December 20, 1992, between the Owner Trustee, in the capacities described therein, as the Lessor, and The Atchison, Topeka and Santa Fe Railway Company, as the Lessee, as amended or modified from time to time. Such terms shall include each Lease Supplement entered into pursuant to the terms of the Lease.

"Lease Default" shall mean a Lease Event of Default, an 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" and "Event of Default" shall have the meanings specified in Section 14 of the Lease.

"Lease Supplement" shall mean (i) a Lease Supplement (Santa Fe Trust No. 1992-3), dated a Closing Date or the date that any Replacement Unit is subjected to the Lease, substantially in the form of Exhibit A to the Lease, between the Lessor and the Lessee, covering the Units related to such Closing Date or such Replacement Unit, as the case may be, or (ii) any supplement or amendment entered into from time to time between the Lessor and Lessee.

"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 The Atchison, Topeka and Santa Fe Railway Company, a Delaware corporation and any successor or assign permitted under Section 6.7 of the Participation Agreement.

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

"Lessee Request" shall mean a written request of the Lessee executed on its behalf by a Responsible Officer.

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

"Lessor's Liens" means any Lien on the Units or other portions of the Trust Estate arising as a result of (i) claims against the Owner Trustee (in its individual capacity) or the Owner Participant, not related to the transactions contemplated by the Operative Agreements, or (ii) acts or omissions of the Owner Trustee (in its individual capacity) or the Owner Participant, not related to the transactions contemplated by the Operative Agreements 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 Owner Trustee (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) by the Lessor or the Owner Participant (without the consent of the Lessee and the Indenture Trustee) of all or any portion of their respective interests in the Units, the Trust Estate or the Operative Agreements, other than a transfer pursuant to Sections 10, 11, 15 or 22 of the Lease.

"Letter of Credit" shall mean any direct-pay irrevocable letter of credit (the reimbursement or repayment obligation of the Lessee with respect thereto which is not to be secured by any collateral) in form and substance satisfactory to the Owner Participant issued by a bank reasonably satisfactory to the Owner Participant, which Letter of Credit has been incorporated in the transactions contemplated by the Operative Agreements in a manner satisfactory to the Owner Participant.

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

"Majority In Interest", as of a particular date of determination shall mean with respect to any action or decision of the Certificate Holders, the holders of more than 50% in aggregate principal unpaid amount of the Trust Certificates, if any, then outstanding which are affected by such decision or action, excluding any Trust Certificates held by the Owner Participant, the Lessee or an Affiliate of the Owner Participant or the Lessee unless all Trust Certificates are so held by the Owner Participant.

"Manufacturer" shall mean Thrall Car Manufacturing Company, an Illinois corporation.

"Maturity" shall mean, with respect to the Trust Certificates of any Series, all of the Trust Certificates maturing on a particular Maturity Date.

"Maturity Date" with respect to each Trust Certificate of a Series, shall mean the Payment Date specified in Exhibit B to the Indenture Supplement under which such Series of Trust Certificates is issued as the final maturity date of such Trust Certificate.

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

"Net Economic Return" shall mean, with respect to each Closing Date, the original Owner Participant's (a) initial anticipated net after-tax yield reflected in the computations of Basic Rent, Stipulated Loss Value and Termination Value initially set forth in the original Schedules 3, 4, 5 and 6 to the Participation Agreement, and (b) anticipated aggregate after-tax cash flow computed utilizing the multiple investment sinking fund method of analysis and the same assumptions (including, without limitation, the Tax Assumptions) as used by the original Owner Participant in making the computations of Basic Rent, Stipulated Loss Value and Termination Value initially set forth in the original Schedules 3, 4, 5 and 6 to the Participation Agreement; provided that the initial anticipated net after-tax yield shall be adjusted as follows: (i) if the Discount Rate set forth in the Notice of Delivery with respect to such Closing Date is greater than or equal to 6.75% per annum and less than or equal to 7.19% per annum, the net after-tax yield shall not be adjusted; (ii) if the Discount Rate set forth in the Notice of Delivery with respect to such Closing Date is greater than or equal to 7.20% per annum and less than or equal to 8.19% per annum, the net after-tax yield shall be 25 basis points higher than the initial anticipated net after-tax yield; (iii) if the Discount Rate set forth in the Notice of Delivery with respect to such Closing Date is greater than or equal to 8.20% per annum and

less than or equal to 9.19% per annum, then the net after-tax yield shall be 50 basis points higher than the initial anticipated net after-tax yield; (iv) if the Discount Rate set forth in the Notice of Delivery with respect to such Closing Date is greater than or equal to 9.20% per annum and less than or equal to 10.19% per annum, the net after-tax yield shall be 75 basis points higher than the initial anticipated net after-tax yield; and (v) if the Discount Rate is below 6.75% per annum or greater than 10.19% per annum, the Lessee and the Owner Participant shall negotiate in good faith to determine the appropriate net after-tax yield, such after-tax yield to be determined in a manner consistent with the foregoing, but not necessarily on a straight-line basis.

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

"Notice of Delivery" shall have the meaning specified in Section 2.3(a) of the Participation Agreement.

"Officer's Certificate" shall mean a certificate signed (i) in the case of a corporation, by the President, any Vice President, any Assistant Vice President, the Treasurer or an Assistant Treasurer, (ii) in the case of a partnership by the President, 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 President, any Vice President, any Trust Officer or any other 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 Bills of Sale, the Trust Agreement, the Trust Certificates, the Lease (including each Lease Supplement), the Indenture (including each Indenture Supplement), the Tax Indemnity Agreement, the Purchase Agreement, the Purchase Agreement Assignment, each Trust Certificate Purchase Agreement, the Termination Agreement and the Certificates of Acceptance.

"Opinion of Counsel" shall mean a written opinion of legal counsel, who, (a) in the case of counsel for the Lessee may be (i) a senior attorney employed by the Lessee, (ii) Mayer, Brown & Platt or (iii) other counsel designated by the Lessee and who shall be reasonably satisfactory to the Owner Participant and to the Indenture Trustee, (b) in the case of legal counsel for the Owner Trustee, may be (i) Richards, Layton & Finger or (ii) other counsel designated by the Owner Trustee and who shall be reasonably satisfactory to the Owner Participant and to the

Indenture Trustee, and (c) in the case of counsel for the Owner Participant may be (i) a senior attorney employed by the Owner Participant, (ii) Paul, Weiss, Rifkind, Wharton & Garrison, or (iii) other counsel designated by the Owner Participant and who shall be reasonably satisfactory to the Indenture Trustee.

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

"Other Participation Agreement" shall mean that certain Participation Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 among The Atchison, Topeka and Santa Fe Railway Company, as Lessee, Wilmington Trust Company, as Owner Trustee, BA Leasing & Capital Corporation, as Owner Participant, and Harris Trust and Savings Bank, as Indenture Trustee.

"Outstanding", when used with respect to any Series of Trust Certificates shall mean, as of any date of determination, all Trust Certificates of such Series theretofore executed and delivered and authenticated under the Indenture other than:

(a) Trust Certificates theretofore canceled by the Indenture Trustee or delivered to the Indenture Trustee for cancellation pursuant to Section 2.7 of the Indenture or otherwise;

(b) Trust Certificates for whose payment (but only to the extent of such payment) or prepayment money in the necessary amount has been theretofore deposited with the Indenture Trustee in trust for the Certificate Holders with respect to such Trust Certificates; provided that if such Trust Certificates are to be redeemed or prepaid, notice of such redemption or prepayment has been duly given pursuant to the Indenture or provision therefor satisfactory to the Indenture Trustee has been made; and

(c) Trust Certificates in exchange for or in lieu of which other Trust Certificates which have been authenticated, executed and delivered pursuant to the Indenture;

provided, however, that in determining whether the Certificate Holders of the requisite aggregate principal amount of Trust Certificates Outstanding have given any request, demand, authorization, declaration, direction, notice, consent or waiver under the Indenture, Trust Certificates owned by or pledged to the Lessee, the Owner Trustee or the Owner Participant or any Affiliate of any thereof shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Indenture Trustee shall be protected in relying upon any such request, demand, authorization, declaration, direction, notice, consent or waiver, only Trust Certificates which the Indenture Trustee knows

to be so owned or so pledged shall be disregarded, and except if all Trust Certificates are so owned or pledged. The foregoing proviso shall not negate the prohibitions set forth in Section 6.8 of the Participation Agreement.

"Owner Participant" shall mean the Owner Participant as defined in the Participation Agreement, any corporation which succeeds thereto by merger or consolidation or any Transferee thereof permitted by Section 6.1 of the Participation Agreement.

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

"Owner Trustee" shall mean Wilmington Trust Company, a Delaware banking corporation, 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 capacity or as Owner Trustee, is or will be a party.

"Participation Agreement" shall mean the Participation Agreement (Santa Fe Trust No. 1992-3), dated as of December 20, 1992, among the Lessee, the Owner Trustee, in the capacities described therein, the Owner Participant and the Indenture Trustee, in the capacities described therein, as amended or modified from time to time.

"Paying Agent" shall mean any Person acting as Paying Agent under the Indenture pursuant to Section 2.3 of the Indenture.

"Payment Amount" shall mean, with respect to the Trust Certificates of any Series, the total amount of the payment of principal due and payable on each Payment Date, as set forth in the appropriate Indenture Supplement, and as adjusted for prepayments pursuant to the Indenture. As to any single Trust Certificate, "Payment Amount" shall mean the portion of total Payment Amount set forth therein in dollar or percentage terms.

"Payment Date" shall mean, with respect to both payments of principal and interest, for each Series of Trust Certificates related to a Tranche each June 29 and December 29, commencing on the first such date to occur after the initial issuance of such Series.

"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 (in each case excluding the Owner Participant and its Affiliates) 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 \$1,000,000,000 (including Harris and the Bank if such conditions are met) and having a rating assigned to the long-term unsecured debt of such institutions by Standard & Poor's Corporation and Moody's Investors Service, Inc. at least equal to AA and AA2, respectively, and (iv) commercial paper of companies, banks, trust companies or national banking associations (in each case excluding the Lessee, the Owner Participant and their respective Affiliates) 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 Investors 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; 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 clause (iii) above; provided, further, that no investment shall be eligible as a "Permitted Investment" unless the final maturity or date of return of such investment is 90 days or less from the date of purchase thereof; and provided, finally, that if funds are invested pursuant to Section 2.7(a) of the Participation Agreement, the final maturity or date of return of such investment shall not be later than the postponed Closing Date determined pursuant to Section 2.7(b) of the Participation Agreement and in no event shall the investment period for such funds exceed three days.

"Permitted Liens", with respect to any Unit, shall mean: (i) the interests of the Lessee and the Owner Trustee under the Lease; (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 in good faith by appropriate proceedings so long as (a) there exists no material risk of sale, forfeiture or loss of, or loss or interference with use or possession of, or diminution of value, utility or useful life of, any Unit or any interest therein, or any risk of interference with the payment of Rent, (b) such contest would not result in, or increase the risk of, the imposition of any criminal liability on any Indemnified Person, (c) such contest would not materially and adversely affect the rights, titles and interests of the Owner Trustee or the Indenture Trustee in or to any Unit or any interest therein, and (d) appropriate reserves with respect thereto are maintained in

accordance with generally accepted accounting principles; (iv) any Liens of mechanics, suppliers, materialmen, laborers, employees, repairmen and other like Liens arising in the ordinary course of the Lessee's (or if a sublease permitted pursuant to Section 8.3 of the Lease is then in effect, any sublessee's) business securing obligations which are not due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings so long as (a) there exists no material risk of sale, forfeiture or loss of, or loss or any risk of interference with use or possession of, or diminution of value, utility or useful life of, any Unit or any interest therein, or interference with the payment of Rent, (b) such contest would not result in, or increase the risk of, the imposition of any criminal liability on any Indemnified Person, (c) such contest would not materially and adversely affect the rights, titles and interests of the Owner Trustee or the Indenture Trustee in or to any Unit or any interest therein, and (d) appropriate reserves with respect thereto are maintained in accordance with generally accepted accounting principles; (v) the Lien and security interest granted to the Indenture Trustee under and pursuant to the Indenture, and the respective rights of the Certificate Holders, 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 taken in good faith and with respect to which there shall have been secured a stay of execution pending such appeal or proceeding for review so long as (a) there exists no material risk of sale, forfeiture or loss of, or loss or interference with the use or possession of, or diminution of value, utility or useful life of, any Unit or any interest therein, or any risk of interference with the payment of Rent, (b) such contest would not result in, or increase the risk of, the imposition of any criminal liability on any Indemnified Person, (c) such contest would not materially and adversely affect the rights, titles and interests of the Owner Trustee or the Indenture Trustee in or to any Unit or any interest therein, and (d) such Lien has been fully bonded to the satisfaction of the Owner Participant and appropriate reserves with respect thereto are maintained in accordance with generally accepted accounting principles; and (vii) salvage rights of insurers under insurance policies maintained by the Lessee pursuant to Section 12 of the Lease.

"Permitted Sublease" shall have the meaning specified in Section 8.3 of the Lease.

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

"Premium" shall mean (a) in the case of the Trust Certificates issued pursuant to the Initial Trust Certificate Purchase Agreement, the Breakage Costs, (b) in the case of Trust Certificates issued in a Public Offering, the Public Offering Premium, and (c) in the case of all other Trust Certificates, the amount specified in the related Trust Certificate Purchase Agreement.

"Prepayment Date" shall mean the date on which the Trust Certificates are to be prepaid or redeemed (or purchased in lieu of prepayment or redemption, as applicable) pursuant to Section 6.1 or 8.3(e) (iii) of the Indenture, which date, unless otherwise stated in the Indenture, shall be a Payment Date.

"Prepayment Price" shall mean the price at which the Trust Certificates are to be prepaid or redeemed (or purchased in lieu of prepayment or redemption, where applicable), determined as of the applicable Prepayment Date, pursuant to Section 6.1 or 8.3(e) of the Indenture, as the case may be.

"Private Placement" shall mean any offer, issue, sale or delivery of Trust Certificates to institutional investors pursuant to a direct privately placed transaction which would not require registration under Section 5 of the Securities Act of 1933 by reason of Section 4(2) thereof without regard to Rule 144A promulgated under the Securities Act of 1933.

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

"Public Offering" shall mean any offer, issue, sale or delivery of Trust Certificates not constituting a Private Placement, and the term "Public Offering" shall include any offer, issue, sale or delivery of Trust Certificates to institutional investors pursuant to a privately placed transaction which would not require registration under Section 5 of the Securities Act of 1933 by reason of Rule 144A promulgated thereunder.

"Public Offering Premium" shall mean, with respect to the principal amount of Trust Certificates to be prepaid on any Prepayment Date, the amount which the Investment Banker determines as of the second Business Day prior to such Prepayment Date to equal the product obtained by multiplying (a) the excess, if any, of (i) the sum of the present values of all the remaining scheduled payments of principal and interest from the Prepayment Date to the respective dates on which such payments would otherwise have become due, including the Maturity of such Trust Certificate (but excluding that portion of any scheduled payment of interest which is actually due and paid on the Prepayment Date), discounted semi-annually on each Rent Payment Date 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 Trust Certificate plus any accrued but unpaid interest thereon by (b) a fraction the numerator of which shall be the principal amount of such Trust Certificate to be prepaid on such Prepayment Date and the denominator of which shall be the aggregate unpaid principal amount of such Trust Certificate; provided that the aggregate unpaid principal amount of such Trust Certificate for the purposes of clause (a)(ii) and (b) of this definition shall be determined after deducting the principal payment, if any, due on such Prepayment Date.

"Purchase Agreement" shall mean that certain Purchase Agreement, dated as of November 25, 1992, between the Lessee and the Manufacturer.

"Purchase Agreement Assignment" shall mean that certain Purchase Agreement Assignment, dated as of December 20, 1992, between the Lessee and the Owner Trustee substantially in the form of Exhibit C to the Participation Agreement.

"Reasonable Basis Opinion" shall mean a written opinion to the effect that the position to be asserted is warranted in existing law or can be supported by a good faith extension, modification or reversal of existing law and that there is a realistic possibility that such position will be upheld if (or when) the matter is litigated all as set forth in American Bar Association Formal Opinion 85-352.

"Record Date" for the interest or Payment Amount payable on any Payment Date shall mean the calendar day (whether or not a Business Day) which is ten calendar days prior thereto.

"Reference Rate" shall mean the rate of interest publicly announced from time to time by Bank of America National Trust and Savings Association ("Bank of America") in San Francisco, California as its Reference Rate. The Reference Rate is a rate set by Bank of America based upon various factors, including costs of Bank of America and desired return, general economic conditions, and other factors, and is used as a reference point for pricing some loans. Bank of America may price loans at, above or below the Reference Rate. Any change in the Reference Rate shall take effect on the day specified in the public announcement.

"Refunding Date" shall have the meaning specified in Section 10.2(a) of the Participation Agreement.

"Register" shall have the meaning specified in Section 2.3 of the Indenture.

"Registrar" shall have the meaning specified in Section 2.3 of the Indenture.

"Remaining Weighted Average Life" shall mean, as of any date, with respect to prepayment or redemption of a Trust Certificate, the number of days equal to the quotient obtained by dividing (A) the sum of the products obtained by multiplying (1) the amount of each remaining principal payment on such Trust Certificate as of such date by (2) the number of days from and including the prepayment or redemption date to but excluding the scheduled payment date of such principal payment by (B) the unpaid principal amount of such Trust Certificate as of such date.

"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 the Initial Renewal Term and the Second Renewal Term.

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

"Rent Payment Date" shall mean the dates set forth on Schedule 3 to the Participation Agreement, as adjusted pursuant to Section 2.6 of the Participation Agreement.

"Replacement Certificates" shall have the meaning specified in Section 10.2(a) of the Participation Agreement.

"Replacement Unit" shall mean an autorack, which shall meet the standards of Section 11.2(i) of the Lease and 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, Treasurer, Assistant Treasurer or other officer, who in the normal performance of his or her 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.

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

"Section 4.4 Date" shall have the meaning specified in Section 4.4 of the Lease.

"Series" shall mean, with respect to the Trust Certificates, all Trust Certificates issued with respect to Units having the same Closing Date and, by reason thereof, designated as a Series pursuant to Section 2.1 of the Indenture (or such other designation consistent with the purpose of the Indenture and the other Operative Agreements as the Owner Participant and the Lessee from time to time shall specify).

"Settlement Date" shall have the meaning specified in Section 11.2 of the Lease.

"Severable Modification" shall mean any Modification other than a Non-Severable Modification.

"Stipulated Loss Value", for any Unit as of any Determination Date, shall mean the amount determined by multiplying the Equipment Cost for such Unit by the percentage set forth in the appropriate portion of Schedule 4 to the Participation Agreement relating to such Unit (as said Schedule is from time to time in effect) opposite the Determination Date on which such Stipulated Loss Value is being determined; provided that during any Renewal Term, "Stipulated Loss Value" shall be determined as provided in Section 22.4 of the Lease. Anything contained in the Lease 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 3.5 of the Lease), under any circumstances and in any event, will be an amount which will be at least sufficient to pay in full as of the date of payment thereof, the portion of the unpaid principal of the Trust Certificates which is related to such Unit, together with all unpaid interest accrued to the date on which such amount is paid in accordance with the terms thereof.

"Storage Period" shall have the meaning specified in Section 6.1 of the Lease.

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

"Supplemental Rent" shall mean all amounts, liabilities and obligations (other than Basic Rent) which the Lessee is obligated

to pay under the Operative Agreements to or on behalf of any of the other parties thereto, including, without limitation, Termination Value and Stipulated Loss Value payments, payments pursuant to Section 7 of the Participation Agreement, Sections 3.3 (including payments calculated by reference to Premium) and 3.5 of the Lease and the Tax Indemnity Agreement and payments in respect of Initial Certificate Holder Related Charges made pursuant to the Initial Trust Certificate Purchase Agreement.

"Tax Assumptions" shall have the meaning specified in Section 2 of the Tax Indemnity Agreement.

"Tax Counsel" shall mean an independent firm of attorneys nationally recognized as being expert in tax matters selected by the Owner Participant and reasonably acceptable to the Lessee.

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

"Tax Indemnitee" shall have the meaning specified in Section 7.1(a) of the Participation Agreement.

"Tax Indemnity Agreement" shall mean the Tax Indemnity Agreement, dated as of December 20, 1992, between the Lessee and the Owner Participant as amended or modified from time to time.

"Termination Agreement" shall mean a Termination Agreement, dated a Closing Date, between the Manufacturer and the Lessee.

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

"Termination Value", for any Unit as of any date during the Basic Term, shall mean the amount determined by multiplying the Equipment Cost for such Unit by the percentage set forth in the appropriate portion of Schedule 5 to the Participation Agreement relating to such Unit (as said Schedule is from time to time in effect) opposite the date on which such Termination Value is being determined. Anything contained in the Lease or in the Participation Agreement to the contrary notwithstanding, Termination 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 3.5 of the Lease), under any circumstances and in any event, will be an amount which will be at least sufficient to pay in full as of the date of payment thereof, the portion of the unpaid principal of the Trust Certificates which is related to such Unit, together with all unpaid interest accrued to the date on which such amount is paid in accordance with the terms thereof.

"Total Equipment Cost" shall mean the sum of the Equipment Cost for each Unit up to a maximum of \$43,050,000.

"Total Other Equipment Cost" shall mean "Total Equipment Cost" as such term is used in the Other Participation Agreement.

"Trailer Train" shall have the meaning specified in Section 4.4 of the Lease.

"Tranche" shall have the meaning specified in Section 2.3 of the Lease.

"Tranche I" shall have the meaning specified in Section 2.3 of the Lease.

"Tranche II" shall have the meaning specified in Section 2.3 of the Lease.

"Trailer Train" shall have the meaning specified in Section 4.4 of the Lease..

"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 each Trust Certificate, a per annum rate (expressed as a semiannual 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 semiannual yield to maturity for United States Treasury securities maturing on the Average Life Date of such Trust Certificate, 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 Trust Certificate and (B) the other maturing as close as possible to, but later than, the Average Life Date of such Trust Certificate, 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 Trust Certificate is reported in the most recent H.15(519), as published in H.15(519)). "H.15(519)" means "Statistical Release H.15(519), Selected Interest Rates", 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 Agreement" shall mean that certain Trust Agreement (Santa Fe Trust No. 1992-3), dated as of December 20, 1992, between the Owner Participant and the Owner Trustee, as amended or modified from time to time.

"Trust Certificate" shall mean the Trust Certificates, each to be substantially in the form therefor set forth in Exhibit A to the Indenture, issued by the Owner Trustee pursuant to Section 2.1 of the Indenture, and authenticated by the Indenture Trustee, in principal amounts and bearing interest at the rates and payable as provided in Section 2.1 of the Indenture and secured as provided in the Granting Clause of the Indenture, and shall include any Trust Certificates issued in exchange therefor or replacement thereof pursuant to Section 2.4 or 2.11 of the Indenture.

"Trust Certificate Purchase Agreements" shall mean, collectively, (i) the Initial Trust Certificate Purchase Agreement, (ii) any other Equipment Trust Certificate Purchase Agreement entered into pursuant to the Participation Agreement for the issuance and sale of Trust Certificates under the Indenture, and (iii) all other agreements, documents or materials pursuant to which any Trust Certificates are offered or sold (including, without limitation, underwriting agreements, placement agreements, offering materials and the Trust Certificates).

"Trust Estate" shall have the meaning set forth in Section 2.2 of the Trust Agreement.

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

"Unit" shall mean one of the Units.

"Units" shall mean collectively those autoracks described in the Lease Supplements and the Indenture Supplements, together with any and all appliances, parts, instruments, accessories, furnishings, other equipment, accessions, additions, improvements, substitutions and replacements from time to time incorporated or installed in any item thereof and any and all appliances, parts, instruments, accessories, furnishings and other equipment title to which rests in, and which is the property of, the Owner Trustee pursuant to the terms of the Lease.