DONELAN, CLEARY, WOOD & MASER, P. C.
ATTORNEYS AND COUNSELORS AT LAW
SUITE 850
1275 K STREET, N. W.
WASHINGTON, D. C. 20005-4078
TELEPHONE: (202) 371-9500
TELECOPIER: (202) 371-0900

18493

RECORDATION NO. _____ FILED

DEC 1 1993 -1 45 PM

INTERSTATE COMMERCE COMMISSION

December 1, 1993

0100054038

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

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11303(a) and the regulations thereunder, are three (3) executed original counterparts of an Owner Security Agreement–Trust Deed ("Security Agreement"), a primary document, dated as of November 2, 1993, between Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee ("Debtor"), and First Security Bank of Utah, N.A., as Security Trustee ("Secured Party").

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

DEBTOR:	Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, Delaware 19890-0001
SECURED PARTY:	First Security Bank of Utah, N.A. 79 South Main Street, 3rd Floor Salt Lake City, Utah 84111

A general description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

The undersigned is the attorney-in-fact for purposes of this filing. Please return the originals of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4078 or the bearer hereof.

Also enclosed is a remittance in the amount of $18.00 for the required recording fee.

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

RECORDATION
LICENSING BRANCH

PRIMARY DOCUMENT

Owner Security Agreement–Trust Deed, between Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee, as Debtor and First Security Bank of Utah, N.A., as Security Trustee, as Secured Party, dated as of November 2, 1993, covering one hundred twenty (120) new aluminum rotary dump gondola railcars, bearing identification marks and car numbers EDGX 3361 through EDGX 3480, inclusive.

Respectfully submitted,

By: _____
John K. Maser III
Attorney-In-Fact

Attachment
2970-001

SCHEDULE I

DESCRIPTION OF RAILROAD EQUIPMENT

One Hundred Twenty (120) new aluminum rotary dump gondola railcars, having 286,000 lbs. gross rail load capacity, made by Johnstown America Corp., revision "A" of specification X-91052.MOD dated July 30, 1992, Car Numbers EDGX 3361-3480, inclusive.

18493

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INTERSTATE COMMERCE COMMISSION

OWNER SECURITY AGREEMENT - TRUST DEED

DATED AS OF November 2, 1993

BETWEEN

FIRST SECURITY BANK OF UTAH, N.A., as Security Trustee

AND

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

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Exhibit A - Form of Owner Note

Exhibit B - Owner Security Agreement Supplement

THIS OWNER SECURITY AGREEMENT - TRUST DEED, dated as of November 2, 1993 (herein, together with amendments and supplements hereto, called this Owner Security Agreement), from WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee under a Trust Agreement dated as of November 2, 1993 (herein, together with its successors in trust and assigns as debtor, called the "Owner"), having an address at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001, Attention: Corporate Trust Administration, as debtor, to FIRST SECURITY BANK OF UTAH, N.A., a national banking association, as secured party (herein, together with its successors, in trust, and assigns as secured party hereunder, called the "Security Trustee"), having an address at 79 South Main Street, Salt Lake City, Utah 84111, Attention: Corporate Trust Department.

PRELIMINARY STATEMENT

The defined terms used herein but not otherwise defined have the meanings set forth in Article 1.

The Loan Participants and Owner have entered into a Note Purchase Agreement dated as of the date hereof providing for the issuance by Owner and purchase by the Loan Participants of one or more 6.22% Secured Owner Notes due 2013 in the form attached hereto as Exhibit A, all as more particularly described in said Note Purchase Agreement.

Following the execution and delivery of this Owner Security Agreement, the Owner and the Security Trustee will from time to time, including without limitation on each Closing Date under the Note Purchase Agreement, enter into security agreement supplements substantially in the form of Exhibit B attached hereto (individually "Owner Security Agreement Supplement" and collectively "Owner Security Agreement Supplements" for the purpose of more fully describing the Units of Equipment which are or are to become subject to the lien hereof.

The Owner is duly authorized to issue the Owner Notes and the Owner is duly authorized to execute and deliver this Owner Security Agreement, and all actions required by law and all actions of the Owner required therefor have been duly taken.

GRANTING CLAUSE

NOW, THEREFORE, THIS OWNER SECURITY AGREEMENT WITNESSETH that, to secure the prompt payment of the principal of and interest and Reinvestment Premium, if any, on, and all other amounts due with respect to, all Owner Notes from time to time outstanding hereunder in accordance with their tenor and effect, and the performance and observance by Owner of all the agreements, covenants and provisions contained herein and in the Note Purchase Agreement and the Owner Notes for the benefit of Security Trustee, the Loan Participants or

any future holders of an Owner Note, (collectively, the "Indebtedness"), and in consideration of the premises and of the covenants herein contained, and of the acceptance of the Owner Notes by the Loan Participants, and for other good and valuable consideration the receipt and adequacy whereof is hereby acknowledged, Owner 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 Security Trustee, its successors in trust, and assigns, for the security and benefit of Security Trustee and the holders from time to time of the Owner Notes, a first priority security interest in any and all right, title and interest of Owner in, to and under the following described property, rights and privileges, other than Excluded Amounts and Excepted Rights, to wit:

(1) The Equipment (together with all additions thereto, replacements thereof and substitutions therefor in which Owner shall from time to time acquire an interest as provided herein and in the Lease and each Lease Supplement), all as more particularly described in the Owner Security Agreement Supplements, or any such replacements or substitutions therefor, as provided in this Owner Security Agreement (the Equipment, the insurance proceeds described in clause (5) below and all other proceeds with respect to the Equipment are collectively referred to as the Equipment Collateral);

(2) All right, title and interest of Owner under the Lease and each Lease Supplement and all amounts payable under either thereof, including, without limitation, (a) all Interim Rent, Basic Rent and Supplemental Payments and any other income, revenues, profits, insurance proceeds, condemnation awards or other amounts payable thereunder, except any Excluded Amounts, (b) the right to make all waivers and agreements and to give and receive all notices and other communications under the Lease, and (c) the right to take any action upon the occurrence of a default or Event of Default under the Lease or by law (subject to the terms hereof) (herein collectively referred to, together with the property and rights described in subsections (3), (4) and (5) below, as the Other Collateral);

(3) All bills of sale, invoices and other documents and all right, title and interest of Owner thereunder now or hereafter delivered by the manufacturer or seller with respect to any Unit or Units of Equipment, including, without limitation any documents transferring any interest in any patent indemnification or in any warranty or other intangible rights associated with any Unit or Units of Equipment;

(4) All payments, issues, profits, revenue and other income of the property subjected or required to be subjected to the lien of this Owner Security Agreement;

(5) All insurance proceeds with respect to the Equipment, including but not limited to the insurance required under Section 17 of the Lease, but excluding insurance proceeds included in the definition of Excluded Amounts; and

(6) All proceeds of any of the foregoing.

Concurrently with the delivery hereof, Owner is delivering to Security Trustee the original executed counterpart numbered 1, of the Lease.

TO HAVE AND TO HOLD the Collateral unto the Security Trustee, its successors and assigns, forever, IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all present and future holders of the Owner Notes without preference, priority or distinction of any Owner Note over any other Owner Note by reason of priority at the time of issue, sale, negotiation, date of maturity thereof or otherwise for any cause whatsoever; provided always, however, that these presents are upon the express condition that if (i) the Owner shall pay or cause to be paid all the Indebtedness, and (ii) the Owner shall observe, keep and perform all the terms and conditions, covenants and agreements contained herein and in the Note Purchase Agreement and the Owner Notes, then these presents and the estate hereby granted and conveyed shall cease and this Owner Security Agreement shall become null and void; otherwise, this Owner Security Agreement shall remain in full force and effect.

Notwithstanding the Granting Clause or any of the preceding paragraphs, there is hereby excluded from the foregoing sale, transfer, assignment, grant, pledge and security interest all Excluded Amounts and Excepted Rights.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Owner Notes are to be secured, and the Collateral is to be held by the Security Trustee, upon and subject to the covenants and conditions set forth herein.

ARTICLE 1

Definitions

Unless the context otherwise requires, the following terms have the meanings herein specified, such definitions to be applicable equally to the singular and the plural forms of such terms:

Allocable Portion of the Owner Notes means at any date with respect to any Unit of Equipment, the amount calculated by multiplying the aggregate outstanding principal amount of the Owner Notes by a fraction, the numerator of which fraction shall be the Acquisition Cost for such Unit of Equipment and the denominator of which fraction shall be the Acquisition Cost with respect to all Units of Equipment then subject to this Owner Security Agreement.

Bankruptcy Act has the meaning specified in Section 6.1.

Bankruptcy Laws has the meaning specified in Section 6.1.

Closing Date has the meaning specified in the Note Purchase Agreement.

Collateral means the property subject or intended to be subject at any time to the lien hereof, including, without limitation, the Equipment Collateral and Other Collateral described in the Granting Clause.

Default means any act or occurrence which, with notice, lapse of time or both, would constitute an Event of Default.

Equipment means the personal property described in Schedule A hereto, which is being or will be leased under the Lease and as further described in the Owner Security Agreement Supplements.

Equipment Collateral shall have the meaning assigned in the Granting Clause.

Equity Security Agreement means the Equity Security Agreement - Trust Deed dated as of November 2, 1993, between First Security Bank of Utah, N.A. as Security Trustee and BOT Financial Corporation, as Debtor.

Event of Default means any act or occurrence of the character specified in Section 6.1(a) through 6.1(i).

Excepted Rights means the right to receive and to demand, collect, sue for or otherwise obtain all of the Excluded Amounts, provided that the foregoing rights shall not be deemed to include the exercise of any remedies provided for in Section 24 of the Lease other than the right to proceed by appropriate court action, either at law or in equity, to enforce performance by the Lessee of its obligation to pay such Excluded Amounts.

Exchange Owner Note has the meaning specified in Section 2.14.

Excluded Amounts means (i) indemnity payments payable directly to the Owner or the Owner Participant by Lessee pursuant to Sections 18 or 20 of the Lease, and (ii) amounts payable directly to the Owner or the Owner Participant under the Lease in respect of general

liability insurance awards or proceeds, including such insurance awards or proceeds payable to Owner in its individual capacity, and (iii) any Interim Rent payable pursuant to the second sentence of Section 7(a) of the Lease.

Expiration Date has the meaning specified in Section 3.1.

Holder means the registered owner of any Owner Note.

Indebtedness has the meaning specified in the Granting Clause hereto.

Installment Payments has the meaning specified in the Owner Notes.

Institutional Investor has the meaning specified in Section 6(b) of the Note Purchase Agreement.

Lease means the Equipment Leasing Agreement, dated as of November 2, 1993, between the Owner, as lessor, and Lessee, as lessee, and as amended and supplemented from time to time as permitted hereby or thereby, relating to the Equipment.

Lessee means any or all of Wisconsin Power & Light Company, a Wisconsin corporation, Wisconsin Electric Power Company, a Wisconsin corporation, and Wisconsin Public Service Corporation, a Wisconsin corporation (being jointly and severally liable for the obligations of the Lessee under the Lease), together with their respective successors and assigns as lessee under the Lease.

Lessee Default has the meaning specified in Section 6.1.

Lessor means the Owner, as defined herein, and its permitted successors and assigns.

Lien of this Owner Security Agreement and terms of like import mean the security title or security interest or other interest or charge granted to the Security Trustee hereby or subsequently granted hereunder or pursuant hereto to the Security Trustee (whether made by the Owner or any other Person) or otherwise created, which title, interest, or charge created hereunder or otherwise effectively constitutes any property as a part of the security held by the Security Trustee as secured party hereunder.

Loan Participant means any and all of the institutions listed in Schedule A to the Note Purchase Agreement.

Maturity Date has the meaning specified in the Note Purchase Agreement.

Maximum Owner Risk Amount has the meaning specified in the Owner Letter of Credit.

Note Purchase Agreement means the Note Purchase Agreement, dated November 2, 1993, as the same may be amended from time to time, by and among Security Trustee, the Loan Participants listed therein, the Owner Participant and the Owner, relating to the issuance and sale of the Owner Notes, the Equity Notes (as defined in the Equity Security Agreement) the Owner Letter of Credit and the Equity Letter of Credit.

Other Collateral shall have the meaning assigned in the Granting Clause.

Owner has the meaning specified in the first paragraph of this Owner Security Agreement.

Owner Comfort Letter shall mean a letter from The Bank of Tokyo, Ltd. in the form attached to the Note Purchase Agreement as Exhibit E.

Owner Letter of Credit means the Letter of Credit of L/C Issuer, from time to time delivered by L/C Issuer pursuant to this Owner Security Agreement.

Owner Lien means a Lien arising as a result of an independent act of or claim against Owner or Owner Participant which (i) does not result from, or arise out of, the Overall Transaction and (ii) is not a Lien that Lessee is required to remove or indemnify against under any of the Principal Documents.

Owner Notes means, as of any particular time, the then outstanding Owner Notes issued by the Owner hereunder and any Owner Notes issued from time to time in exchange or substitution therefor.

Owner Participant means BOT Financial Corporation, a Delaware corporation.

Owner's Cost means the Acquisition Cost of each Unit of Equipment (as the term Acquisition Cost is defined in the Lease) as shown on the invoice or bill of sale rendered by the seller of such Unit and as set forth on the Lease Supplement for such Unit.

Overdue Rate means ten percent, but in no event greater than the maximum rate permitted by applicable law.

Permitted Owner Lien means any Lien other than a Lien arising as a result of (i) claims against or affecting the Owner not related to the transactions contemplated by the Principal Documents, or (ii) acts or omissions of the Owner not related to the transactions contemplated by the Principal Documents or not contemplated by the Principal Documents, or (iii) taxes imposed against Owner (other than taxes either not yet due or being contested in good faith by appropriate proceedings or bonded in an amount and manner reasonably satisfactory to the Security Trustee, posing no material risk of

seizure of the Equipment) which Lessee has not agreed to indemnify against pursuant to the Lease, or (iv) claims against the Owner arising out of the voluntary transfer of all or part of its interest in the Equipment, or (v) claims or taxes imposed against the Owner with respect to which the Lessee has paid any required indemnity pursuant to the Lease.

Recordable Documents has the meaning specified in Section 2.3.

Register has the meaning specified in Section 2.14.

Reinvestment Premium means, for any Unit of Equipment, as of any date, the excess, if any, of (a) the net present value of the sum of (i) all payments of principal and interest due on the Owner Notes relating to such Unit of Equipment remaining to be paid from and after such date through, but not including, the Maturity Date and (ii) the outstanding principal balance of the Owner Notes relating to such Unit of Equipment on the Maturity Date immediately prior to payment of any amounts on such date, together with any interest due on such Maturity Date (together (i) and (ii) are for the purposes of this definition, referred to as the "Discounted Payments"), each discounted at a rate of 50 basis points over the then current yield for direct obligations of the United States having a maturity equal to the weighted average life of the Discounted Payments over (b) the outstanding principal balance of the Owner Notes applicable to such Units on such date.

Responsible Officer shall mean, with respect to the subject matter of any covenant, agreement or obligation of any party contained in a Principal Document, the President, or any Vice President, Assistant Vice President, Treasurer, Assistant Treasurer, Director or other officer who in the normal performance of his operational responsibility would have knowledge of such matter and the requirements with respect thereto.

Security Trustee has the meaning specified in the first paragraph of this Owner Security Agreement.

Capitalized terms used without definition herein shall have the respective meanings ascribed thereto in the Lease.

ARTICLE 2

Particular Covenants

Anything in this Owner Security Agreement or the Owner Notes to the contrary notwithstanding, the Owner represents, warrants, covenants and agrees as follows:

Section 2.1 Owner's Authority; No Prior Financing Statements. Owner has the right, power and authority to assign the Other Collateral and to grant a security interest in the Equipment Collateral to Security Trustee for the uses and purposes herein set

forth, and there is no financing statement or other filed or recorded instrument filed with the Interstate Commerce Commission (ICC) or elsewhere in which Owner is named and which Owner has signed, as debtor or mortgagor, now on file in any public office covering any of the Collateral excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein.

Section 2.2 Further Assurances. The Owner will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, instruments and reasonable assurances required by the Security Trustee for the better assuring, conveying, granting, confirming and protecting unto the Security Trustee its assignment and security interest in the Collateral whether now owned or hereafter acquired or for carrying out the intention or facilitating the performance hereof. Without limiting the generality of the foregoing, the Owner agrees on each Closing Date to execute and deliver an Owner Security Agreement Supplement substantially in the form attached as Exhibit B hereto, covering the Units being financed on such Closing Date.

Section 2.3 Recording. The Owner will, upon the execution and delivery hereof and thereafter from time to time, cause this Owner Security Agreement, the Lease and each supplement and amendment to each of said instruments and financing statements with respect thereto (collectively called the Recordable Documents), to be filed, registered and recorded as the Security Trustee may request and as may be required by present or future law to publish notice of and create, perfect and protect the lien hereof upon the Collateral and to publish notice of and protect the validity of the Lease. The Owner will, from time to time, at the request of the Security Trustee, perform or cause to be performed any other act as required by law, including the filing of financing statements and continuation statements, and will execute or cause to be executed any and all further instruments requested by the Security Trustee for such creation, perfection, publication and protection (any such request to be in writing and accompanied by an execution form of the financing statement, continuation statement or further instrument to be executed). If the Owner shall fail to comply with this Section, the Security Trustee shall be and is hereby irrevocably appointed the agent and attorney-in-fact of the Owner to comply therewith (including the execution, delivery and filing of such financing statements and other instrument), but this sentence shall not prevent any default in the observance of this Section from constituting an Event of Default. To the extent permitted by law, the Owner will pay or cause to be paid all filing, registration and recording taxes and fees incident thereto and all expenses, taxes and other governmental charges incident to or in connection with the preparation, execution, delivery or acknowledgement of the Recordable Documents, any instruments of further assurance and the Owner Notes.

Section 2.4 Payment of the Owner Notes.

(a) The Owner will punctually pay the principal, interest, Reinvestment Premium, if any, and all other sums to become due in respect of the Owner Notes in accordance with this Owner Security Agreement and the Owner Notes. Payment of principal and interest on the Owner Notes shall be made only upon presentment or surrender of the Owner Notes to the Security Trustee for notation thereon of the amount of such payment. Final payment of any Owner Note shall be made only against surrender of such Owner Note to the Security Trustee at the principal office of the Security Trustee. Any payment or prepayment or amounts due on the Owner Notes in accordance with the terms thereof and hereof which is due on a date which is not a Business Day shall be payable, without any additional interest or late charges on such payment or prepayment, on the next succeeding Business Day.

(b) Notwithstanding the foregoing provisions of paragraph (a) of this Section 2.4, if any Owner Note is held by the Loan Participant, any Affiliate of the Loan Participant, or any other institutional investor, or a nominee of any thereof, the Security Trustee shall, if so requested in writing by such holder (and the instructions set forth in Schedule A to the Note Purchase Agreement shall constitute such notice with respect to the Loan Participants), make payment of interest on such Owner Note and shall make payments or prepayments (except in the case of a payment or prepayment which will discharge all indebtedness of the Owner evidenced by such Owner Note) of the principal thereof, and any premium by check, duly mailed, by first-class mail, postage prepaid, or delivered to such holder at its address appearing on the Register as defined in Section 2.14 hereof and such holder (or the person for whom such holder is a nominee) will, before selling, transferring or otherwise disposing of such Owner Note, make a notation on such Owner Note of the date to which interest has been paid thereof and of the amount of any prepayments made on account of the principal thereof and will present such Owner Note to the Security Trustee for transfer and notation as provided in said Sections 2.14 hereof. All payments so made shall be valid and effective to satisfy and discharge the liability upon such Owner Note to the extent of the sums paid. The Security Trustee is authorized to act in accordance with the foregoing provisions and shall not be liable or responsible to any such holder or to the Owner or to any other person for any act or omission on the part of the Owner or such holder in connection therewith.

(c) So long as any Owner Note is held by the Loan Participant or a nominee thereof, the Security Trustee will, upon written notice from the Loan Participant or its nominee given not less than 20 days prior to the payment or prepayment of the Owner Notes (and the instructions set forth in Schedule A to the Note Purchase Agreement shall constitute such notice with respect to the Loan Participants) cause all subsequent payments and prepayments of the principal of, and interest and premium, if any, on the Owner Notes held by the Loan Participant or its nominee to be made to any bank in the continental United States as shall be specified in such notice by wire transfer in

immediately available Federal Reserve funds to such bank, on each such date such payment or prepayment is due, provided that such bank has facilities for the receipt of a wire transfer, and further provided, that the Security Trustee will consolidate into one wire payment to any holder of the Owner Notes, all amounts to be wired to such holder in respect of the Owner Notes held by such holder. The Security Trustee will transmit any such wire transfer, together with any and all amounts received by the Security Trustee and payable to the Loan Participant, the Owner or the Owner Participant, as the case may be, pursuant to the terms hereof from its office not later than 1:00 P.M., Utah time, on each such date payment or prepayment is due, provided that the Security Trustee has received Federal Reserve or other funds current and immediately available on such date prior to 11:00 A.M., Utah time on such date. In the event that by reason of its negligence the Security Trustee does not transmit any such payment or prepayment to the Loan Participant, the Owner or the Owner Participant in immediately available funds on such date (or, if such date is not a Business Day, on the next succeeding Business Day without any additional interest or late charges on such payment or prepayment) by 1:00 P.M., Utah time, the Security Trustee shall pay interest on such payment or prepayment at the Overdue Rate.

Section 2.5 The Lease. At all times the Equipment shall be leased to Lessee under the Lease, provided that such Equipment may be subleased by Lessee upon compliance with the terms and conditions of the Lease. The Owner will punctually perform all obligations, covenants and agreements by it to be performed as lessor under the Lease in accordance therewith, will at all times do all things necessary to compel performance by Lessee of all its obligations, covenants and agreements under the Lease and will give to the Security Trustee notice of all defaults under the Lease promptly after obtaining actual knowledge thereof. The Owner will not amend the Lease without the prior written consent of the Security Trustee. The Owner will, at all times, maintain the validity and effectiveness of the assignment to the Security Trustee of the Lease made by this Owner Security Agreement, as appropriate, and (except as expressly permitted by the Lease or this Owner Security Agreement) will take no action, will give no consent or approval for action to be taken by others and will not omit to take any action, which action or omission would release Lessee from its obligations or liabilities under the Lease, or would result in the termination, amendment or modification or impair the validity of the Lease.

Section 2.6 Existence; Compliance with Laws; Owner Liens. The Owner will take such steps as may be necessary to preserve its corporate existence. The Owner will comply with or cause to be complied with (a) any law, statute, ordinance, regulation, order, rule, decree or similar requirement of the United States of America or of any other governmental authority of the State of Delaware, and (b) any contract (including insurance policies), agreement, other instrument or restrictions, in each case applicable to the Owner or the Collateral, including all such legal requirements, contracts,

agreements and restrictions which involve Required Alterations to the Collateral. Nothing in this Section shall require the Owner to comply with any such law, statute, ordinance, regulation, order, rule, decree or similar governmental requirement so long as a contest of the validity thereof shall be made by Lessee or by the Owner in the manner provided in the Lease. The Owner will at all times keep the Collateral free from Owner Liens attributable to it (other than Permitted Owner Liens).

Section 2.7 After-acquired Property. All right, title and interest of the Owner in and to all extensions, improvements, renewals, alterations, substitutions, modifications and replacements of, and all additions and appurtenances to, the Equipment hereafter acquired by the Owner, immediately upon such acquisition and without any further act by the Owner, shall become part of the Equipment Collateral and shall be subject to the lien hereof fully, completely and with the same effect as though now owned by the Owner and specifically described in the Granting Clause hereof; at any time the Owner will execute and deliver to the Security Trustee any such further assurances or as the Security Trustee may reasonably require to subject the same to the lien hereof.

Section 2.8 [Intentionally omitted]

Section 2.9 Insurance.

(a) The Owner will maintain or cause to be maintained with respect to the Equipment insurance of the character and with the coverage, provisions and endorsements required to be maintained pursuant to the Lease, whether or not the Lease shall have been terminated. Lessee's compliance with Section 17 of the Lease shall satisfy the Owner's obligations contained in this Section.

(b) Insurance claims by reason of damage to or destruction of any Unit of Equipment shall be adjusted by Lessee or the Owner in accordance with the Lease.

(c) The Owner shall not obtain or carry any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 2.9 (other than any liability or worker's compensation policy) unless the Security Trustee is included therein as named insured, with loss payable to the Security Trustee or its assigns as provided in the Lease. The Owner shall immediately notify the Security Trustee whenever any such separate insurance is taken out, specifying the insurer and full particulars as to the policies evidencing the same, and shall deliver to the Security Trustee certificates of insurers evidencing such insurance.

(d) The Owner shall deliver or cause to be delivered to the Security Trustee original or duplicate policies or certificates of insurers, satisfactory to the Security Trustee, evidencing the

existence of all insurance which is required to be maintained hereunder, such delivery to be made (i) simultaneously with the execution and delivery hereof and (ii) not less than 15 Business Days prior to the expiration of any such insurance. The Owner shall immediately notify the Security Trustee whenever any such separate insurance is obtained by the Owner and shall deliver to the Security Trustee the policies evidencing the same. Any insurance required hereunder may be provided under blanket policies which comply with the provisions hereof and specify the coverage and amounts thereof with respect to the Equipment.

Section 2.10 Maintenance and Repair; Indemnity. (a) The Owner will maintain the Equipment or cause the Equipment to be maintained in good order and operating condition, ordinary wear and tear excepted, and will make or will cause to be made all repairs which may be required to keep the Equipment in good order and operating condition, including but not limited to taking or causing to be taken actions necessary as set forth in Section 2.6 hereof. Lessee's compliance with Section 11 of the Lease will satisfy the Owner's obligations set forth in this Section.

(b) The Owner shall pay, and shall protect, indemnify and save harmless the Security Trustee from and against all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from injury to or death of any Person, or damage to or loss of property, or connected with the use, condition or operation of the Equipment.

Section 2.11 Advances by the Security Trustee. If the Owner shall fail to perform or cause to be performed any of the covenants contained in Sections 2.3, 2.8, 2.9 or 2.10, the Security Trustee may make advances to perform the same on its behalf, and all sums so advanced shall be secured by the lien of this Owner Security Agreement prior to the Owner Notes; and the Owner will repay on demand all sums so advanced on its behalf with interest at the Overdue Rate, such interest to be computed from and including the date of the making of such advance to and including the date of such repayment.

Section 2.12 Negative Covenants. The Owner will not (i) engage, directly or indirectly, in any business other than the acquisition, ownership and leasing of the Equipment, (ii) create, assume, guarantee or suffer to exist any indebtedness other than the Owner Notes, (iii) make or permit to remain outstanding, a loan or advance to, or own or acquire any stock or securities of any Person, (iv) sell, lease, transfer, convey, assign or otherwise dispose of the Collateral or any part thereof, except as permitted in Section 3.4 or in the Lease, (v) claim any credit on, or make any deduction from interest or Reinvestment Premium, if any, or on principal of the Owner Notes by reason of payment of any taxes levied or assessed or to be levied or assessed on the Collateral or any part thereof, or (vi) create or suffer to be created, directly or indirectly, any mortgage,

lien, encumbrance, charge or other exception to title or ownership upon or against the Collateral or any rents or other income arising therefrom, other than the Lease, and as expressly permitted by this Owner Security Agreement and the Lease.

Section 2.13 Lease Basic Rent. Each installment of Rent as defined in and payable under the Lease shall, on each date for the scheduled payment thereof (as set forth in the Lease), be sufficient to make payment of the Installment Payment due on or about such date.

Section 2.14 The Register; Transfer, Exchange and Replacement of the Owner Notes. The Owner shall cause to be kept at its place of business, one or more books (the Register) for the registration of the Owner Notes (including all transfers) and the names and addresses of the registered owner(s) of the Owner Notes. Each Owner Note shall be in fully registered form and shall be registered initially in the name of the first holder of such Owner Note, and thereafter, upon surrender thereof as provided herein, in such names as the registered owner of such Owner Note may request. Upon surrender of an Owner Note to the Owner (with instructions for transfer and with signatures guaranteed), the Owner will deliver to the registered owner thereof a new Owner Note or Owner Notes (the "Exchange Owner Note") in exchange for such Owner Note, within a reasonable time after such request. The Exchange Owner Note shall be (a) of the same tenor as the surrendered Owner Note, (b) in any denomination requested by the registered owner of said surrendered Owner Note not to exceed the outstanding balance of the surrendered Owner Note nor in an amount less than $500,000 (or the unpaid principal amount, if less), (c) payable to such Person as such registered owner may request, and (d) dated the date of the surrendered Owner Note. The Security Trustee shall mark on each Exchange Owner Note (i) the date to which principal and interest have been paid on such surrendered Owner Note, (ii) all payments and prepayments of principal previously made on such surrendered Owner Note which are allocable to such Exchange Owner Note, and (iii) the amount of each installment payment payable on such Exchange Owner Note. Each installment payment payable on such Exchange Owner Note on any date shall bear the same proportion to the installment payment payable on such surrendered Owner Note on such date as the original principal amount of such Exchange Owner Note bears to the original principal amount of such surrendered Owner Note. Interest shall be deemed to have been paid on such Exchange Owner Note to the date on which interest shall have been paid on such surrendered Owner Note, and all payments and prepayments of principal marked on such Exchange Owner Note, as provided in clause (ii) above, shall be deemed to have been made thereon. No service charge shall be made for any transfer or exchange of an Owner Note. Any Exchange Owner Note issued pursuant to this Section 2.14 shall evidence the same indebtedness as the Owner Note having been transferred or exchanged and shall be entitled to the benefits and the security of all the security therefor. If an Owner Note is lost, stolen or destroyed, or upon the surrender and cancellation of a mutilated Owner Note, the Owner will, upon written

request at the expense and upon the written request of the registered owner thereof, deliver to said registered owner, within a reasonable time after such request and in lieu of such lost, stolen, destroyed or mutilated Owner Note, an Exchange Owner Note of the same tenor and in a principal amount equal to the unpaid principal amount thereof. In the case of a lost, stolen or destroyed Owner Note, the registered owner thereof shall furnish evidence of loss (which, so long as the registered owner of such Owner Note is an Institutional Investor, may be an affidavit of an officer of such registered owner as to such loss) and such indemnity or other security as the Owner or Owner Participant may reasonably require; provided, however, that so long as such registered owner is an Institutional Investor, such registered owner's unsecured agreement to indemnify the Owner and Owner Participant shall constitute a sufficient indemnity for this purpose.

Section 2.15 Registered Owner. The Owner shall deem and treat the registered owner of an Owner Note as the absolute owner thereof (whether or not such Owner Note shall be overdue) for all purposes, and the Owner shall not be affected by any notice to the contrary, and payment of the principal of, Reinvestment Premium, if any, and interest on the Owner Notes shall be made only to or upon the order of such registered owner. All such payments so made shall be valid and effectual to satisfy and discharge the liability of the Owner upon the Owner Notes to the extent of the sum or sums so paid.

Section 2.16 Books and Records; Notice of Defaults.

(a) The Owner will (i) keep adequate records and books of account reflecting all its financial transactions with respect to the Collateral and (ii) permit the Security Trustee by its agents, accountants and attorneys, to inspect the Equipment and to examine the Owner's records and books of account, as they relate to the Collateral, and to discuss its affairs, finances and accounts, as they relate to the Collateral, at such reasonable times as may be requested by the Security Trustee upon reasonable notice and at all times subject to the Lessee's rights set forth in Section 13 of the Lease.

(b) Promptly upon a Responsible Officer's obtaining actual knowledge thereof, the Owner will notify the Security Trustee of the occurrence of any default or Event of Default under the Owner Notes, this Owner Security Agreement, or the Lease.

Section 2.17 Cancellation of Owner Notes. All Owner Notes surrendered for the purpose of payment, redemption, transfer or exchange shall be delivered to the Security Trustee for cancellation and, if surrendered to the Security Trustee, shall be cancelled by it, and no Owner Notes shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Owner Security Agreement. The Security Trustee shall deliver a certificate to the Owner specifying any cancellation of Owner Notes which has been made, and all such cancelled Owner Notes shall be delivered to or disposed of as directed by the Owner.

Section 2.18 Security Trustee as Agent. The Security Trustee is hereby appointed the agent for the Owner for the payment, registration, transfer and exchange of Owner Notes. Subject to the provisions of Section 2.14 hereof, Owner Notes may be presented for payment at, and notices or demands with respect to the Owner Notes or this Owner Security Agreement may be served or made at, the principal corporate trust office of the Security Trustee.

ARTICLE 3

Possession, Use and Release of the Property

Section 3.1 Purchase of the Property by Lessee. (a) Within 5 days after receipt by the Owner of any notice from Lessee given pursuant to the Lease of the intention of Lessee to terminate the Lease or purchase any Equipment pursuant to Sections 29(a) or 29(b) of the Lease, the Owner shall furnish to the Security Trustee a copy of such notice and any offer by Lessee to purchase any Equipment. In the event that the Lessee elects to purchase any Equipment pursuant to Section 29(b) of the Lease, the Owner will comply with all applicable provisions of the Lease, so that the purchase of such Equipment by Lessee shall be duly consummated within the time period prescribed by the Lease. If the Owner shall fail to comply with the provisions of the Lease necessary to permit the consummation of the purchase of such Equipment by Lessee or cause the same to be complied with, the Security Trustee may, and shall have the right and power (which right and power are coupled with an interest) to, and is hereby irrevocably appointed the agent and attorney-in-fact of the Owner to, take all actions necessary to comply with said provisions, including, without limitation, the execution and delivery, in the name and on behalf of the Owner, of a bill of sale or other instrument of conveyance or assignment, conveying and assigning such Equipment to Lessee or its designee; but the provisions of this sentence shall not prevent any default in the observance or performance of any covenant, condition or agreement contained in this paragraph (a) from constituting an Event of Default. If Lessee shall purchase any Equipment pursuant to Section 29(b) of the Lease and shall make payment of the purchase price therefor to the Security Trustee pursuant to the assignment contained herein, then the Security Trustee shall execute and deliver to the Owner a release of such Equipment and the Lease as it relates to such Equipment from the lien of this Owner Security Agreement and any other security documents promptly after receipt of such payment, together with all other sums then due and payable under this Owner Security Agreement and the Lease as such sums relate to such Equipment. Payments received by the Security Trustee pursuant to this Section 3.1(a) shall become part of the Collateral and shall be disposed of pursuant to Article 4. If such offer to purchase shall be received by the Security Trustee from Lessee, the Security Trustee shall furnish a copy thereof to the Owner, and the provisions of this Section shall be applicable to the same extent as if such offer to purchase had been received by the Owner from Lessee.

(b) Each bill of sale or other instrument of conveyance or assignment executed and delivered by the Security Trustee pursuant to this Section shall be binding upon the Owner and every future owner of any interest in the Equipment with the same effect as if the Owner and every such future owner had personally executed and delivered the same.

Section 3.2 Condemnation. Immediately upon a Responsible Officer's obtaining actual knowledge of any proceedings for the taking of any of the Equipment in condemnation or other eminent domain proceeding, the Owner shall notify the Security Trustee of the pendency thereof. Any award or compensation payable in such proceedings to the Owner or to the lessor under the Lease or assigned to such lessor by Lessee is hereby assigned to and shall be paid to the Security Trustee. The Security Trustee shall be under no obligation to question the amount of the award or compensation and may accept the same. Any award or compensation so received shall be disposed of pursuant to Article 4. For the purposes of this Section 3.2, any notifications required to be delivered to the Security Trustee by the Owner shall be considered delivered in accordance with the terms hereof if delivered to the Security Trustee directly by Lessee in accordance with the manner required hereby.

Section 3.3 Purchase of Owner Notes by Owner. If the Lessee shall have determined not to exercise its option to purchase Equipment on the Termination Date applicable to such Equipment in accordance with Section 29(b) of the Lease and Owner shall desire to purchase the Owner Notes in respect of the Equipment, the Owner shall give the Security Trustee not less than seven (7) Business Days' prior written notice, and on the Termination Date applicable to such Equipment, the Owner shall pay to the Security Trustee by bank wire transfer of immediately available federal funds an amount equal to the unpaid principal balance of the Owner Notes, together with accrued and unpaid interest thereon to the date of such payment, plus, in the case of a purchase which occurs prior to the expiration of the Maximum Term (as defined in the Lease) the Reinvestment Premium. Upon payment of such amounts together with all other amounts then required to be paid by Owner hereunder the Security Trustee will release the Equipment from the lien of this Owner Security Agreement in manner set forth in Section 3.1.

Section 3.4 Sale of Equipment to Third Party; Termination Date Payment. Except in the case of Equipment which shall have been purchased by the Lessee pursuant to Section 29(b) of the Lease or in respect of which the Owner shall have made the payments permitted to be made pursuant to Section 3.3 hereof, on the Termination Date for any Equipment the Net Proceeds of Sale (as defined in the Lease), if any, derived from the sale of the Equipment shall be paid over to the Security Trustee on the Termination Date, or such earlier date as the same shall be payable by Lessee under the Lease, by wire transfer of immediately available federal funds. If either such Equipment is not sold on the applicable Termination Date or the Net Proceeds of Sale

are insufficient to pay in full the unpaid principal amount of the Owner Notes, together with the accrued and unpaid interest thereon, and provided that the Limited Lessee Risk Conditions (as defined in the Lease) have been met, the Owner shall pay to the Security Trustee by wire transfer of immediately available federal funds (i) to the extent received from the Lessee, all amounts owed by the Lessee pursuant to Section 30 of the Lease (together with Lessee's payment of the Reinvestment Premium, if applicable pursuant to the Lease) and (ii) such additional amounts as may be required to pay the unpaid principal amount of the Owner Notes, together with the accrued and unpaid interest thereon, but in no event an amount greater than the Maximum Owner Risk Amount set forth in the Owner Letter of Credit. Notwithstanding anything in this Owner Security Agreement or the Owner Notes to the contrary, in no event shall the Owner be required to make any payments to the Security Trustee in respect of the Reinvestment Premium except to the extent the same are received from the Lessee. Notwithstanding anything to the contrary contained in this Owner Security Agreement, the Owner shall pay over to the Security Trustee (so long as the Lien of this Owner Security Agreement shall not have been discharged in accordance with the provisions hereof) all amounts (other than Excluded Amounts) received from the Lessee pursuant to the Lease, which amounts shall be applied by the Security Trustee in accordance with the provisions hereof.

Section 3.5 Transfer of the Owner's Interest in the Property. The Owner shall not, except as specifically permitted by Article IX of the Trust Agreement to a successor trustee, sell, mortgage, transfer, assign or hypothecate (other than to the Security Trustee hereunder) its interest in the Equipment or any part thereof or in any amount to be received by it from the use or disposition of the Equipment; nor shall the Owner declare a default or exercise the remedies of the Lessor under the Lease, terminate, modify or accept a surrender of, or offer or agree to any termination, waiver, modification or surrender of, the Lease or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate created by the Lease or any part thereof, or receive or collect or permit the receipt or collection of any Rent payment under the Lease prior to the date for the payment thereof provided for by the Lease , or assign, transfer or hypothecate (other than to the Security Trustee hereunder) any Rent payment then due or to accrue in the future under the Lease in respect of the Equipment.

Section 3.6 Release of Equipment - Casualty Occurrence. So long as no Default or Event of Default under the Lease shall have occurred and be continuing, the Security Trustee shall execute a release in respect of any Unit of Equipment when instructed in writing by the Lessee for settlement pursuant to Section 16(b) of the Lease by written notice and upon receipt from the Lessee of all sums payable for such Unit in compliance with Section 16(b) of the Lease. Any such written notice from the Lessee shall be accompanied by an Officer's Certificate of the Lessee setting forth the basis for such request and

stating that the Lessee has complied with the applicable provisions of the Lease, together with such additional evidence of such compliance as the Security Trustee shall request. The Security Trustee agrees to execute such instruments as the Owner shall reasonably request to evidence such release and consents to all appropriate filings to confirm such release of public record.

Section 3.7 Release of Equipment - Consent of Noteholders. The Owner may sell or otherwise dispose of the Equipment then subject to the security interest of this Owner Security Agreement and the Security Trustee shall release the same from the security interest hereof, to the extent and on the terms and upon compliance with the conditions provided for in any written consent given thereto at any time or from time to time by the holder or holders of all Indebtedness hereby secured.

Section 3.8 Protection of Purchaser. No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Security Trustee to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority; nor shall any purchaser, in good faith, of the Equipment be under obligation to ascertain or inquire into the condition upon which any such sale is hereby authorized.

ARTICLE 4

Application of Moneys

Section 4.1 Moneys Under the Lease. (a) Unless and until an Event of Default shall have occurred and be continuing, moneys received by the Security Trustee pursuant to the assignment contained herein as Basic Rent under, and as defined in, the Lease and as interest on any overdue installment thereof shall be applied, first, to the Installment Payments (and for interest on any overdue amount thereof) due on or about the date on which such payment of Rent is due and second (if no default has occurred and is continuing under the Owner Note or this Owner Security Agreement), the excess, if any, shall be paid to the Owner or upon its written order, free from the lien hereof.

(b) Any moneys received by the Security Trustee from the Lessee on account of any Event of Loss shall be applied to the payment of the Allocable Portion of the Owner Notes relating to the Equipment which shall have suffered such Event of Loss, but without premium.

(c) Any moneys received by the Security Trustee as a Supplemental Payment (as defined in the Lease) or other sums under the Lease (other than any payment of Casualty Loss Value and Reinvestment Premium) shall be applied to the purposes for which such moneys were paid pursuant thereto.

Section 4.2 Purchase Price. Moneys received by the Security Trustee (i) as the purchase price for the Equipment pursuant to Section 29 of the Lease, (ii) as the end of term adjustment by the Lessee pursuant to Section 30 of the Lease, or (iii) from the Owner pursuant to Section 3.3 or 3.4 of this Owner Security Agreement, or (iv) from the LC Issuer as the result of a drawing upon the Owner Letter of Credit, shall be applied promptly to the payment or prepayment of the entire unpaid principal amount of the Owner Notes, plus accrued and unpaid interest thereon to the date fixed for payment, with Reinvestment Premium, if applicable; and if no Event of Default has occurred and is continuing hereunder, any balance shall be paid to the Owner within 10 days after the date of such payment.

Section 4.3 Proceeds of Insurance and Condemnation Awards. Moneys received by the Security Trustee as payment for an Event of Loss under any policy of insurance or as an award or compensation for the taking, in condemnation or other eminent domain proceedings, of the Equipment, shall be applied to payment of the Allocable Portion of the Owner Notes relating to such Equipment, or, if Lessee shall either (i) have paid all amounts due and payable under Section 16(b) of the Lease in respect of such Equipment and so long as no Event of Default shall exist under the Lease, or (ii) replaced such Equipment pursuant to and in accordance with the provisions of Section 16(e) of the Lease, such moneys shall be paid over to Lessee as and to the extent that Lessee is entitled to receive the same under the Lease. Any such moneys not so paid over or required to be paid over to Lessee shall be held as part of the Collateral.

Section 4.4 Multiple Owner Notes. If more than one Owner Note is outstanding at the time any such application is made, such application shall be made on all outstanding Owner Notes ratably in accordance with the aggregate principal amount remaining unpaid thereon.

Section 4.5 Default. If an Event of Default under this Owner Security Agreement has occurred and is continuing, all amounts received by the Security Trustee pursuant to Clause (2) or Clause (3) of the granting clauses hereof shall be applied in the manner provided for in Article 6 hereof in respect of proceeds and avails of the Collateral.

Section 4.6 Permitted Investments. Any amounts held by the Security Trustee pursuant to this Owner Security Agreement may (but there shall be no obligation that such amounts) be invested by the Security Trustee from time to time in Permitted Investments (as hereinafter defined) selected by the Security Trustee. Unless otherwise expressly provided in this Owner Security Agreement, any income realized as a result of any such investment, net of the Security Trustee's reasonable fees and expenses in making such investment, shall be held and applied by the Security Trustee in the same manner as the principal amount of such investment is to be applied and any losses, net of earnings, shall be applied by the

Security Trustee against the principal amount invested. The Security Trustee shall not be liable for any loss resulting from any investment required to be made by it under this Owner Security Agreement other than by reason of its willful misconduct or negligence, and any such investment may be sold (without regard to its maturity) by the Security Trustee without instructions whenever the Security Trustee reasonably believes such sale is necessary to make a distribution required by this Owner Security Agreement. Permitted Investments shall mean notes or securities maturing in one year or less issued by the U.S. Government or any agency thereof and in such event backed by the "full faith and credit" of the U.S. Government.

Section 4.7 Distributions to Owner. Notwithstanding anything to the contrary contained herein, so long as any Equity Note (as defined in the Equity Security Agreement) is outstanding under the terms of the Equity Security Agreement, any amounts distributed to the Owner hereunder, other than Excluded Amounts, shall be distributed instead to the Security Trustee in accordance with the provisions of the Equity Security Agreement.

ARTICLE 5

Prepayment

Section 5.1 Prepayment. No prepayment of the Owner Notes may be made except as provided in this Owner Security Agreement, and all such prepayments shall be made in accordance with Articles 3, 4 and 5, as applicable.

Section 5.2 Notice of Prepayment. At least 30 days prior to the date fixed for prepayment of the Owner Notes, notice thereof shall be sent by the Owner to the Security Trustee and each registered owner of an Owner Note by prepaid registered or certified mail. Any such notice so mailed shall conclusively be presumed to have been given to the Security Trustee and such registered owners whether or not the Security Trustee actually received such notice. Such notice shall specify the date fixed for prepayment, the principal amount of the Owner Notes to be prepaid and the premium to be paid, if any.

Section 5.3 Deposit of Moneys. (a) On or prior to the date fixed for each prepayment of the Owner Notes, the moneys required therefor shall be deposited with the Security Trustee by the Owner. Interest on any principal designated for prepayment shall cease upon the date fixed therefor unless default shall be made in the payment of the price payable upon such prepayment.

(b) In the event of any partial prepayment of the Owner Notes, the aggregate principal amount of the Owner Notes to be prepaid shall be prorated by the Security Trustee among the holders thereof in proportion to the unpaid principal amount of such Owner Notes held by them, and the Security Trustee shall designate the portions of the Owner Notes of each such holder to be prepaid.

(c) On or prior to the date fixed for any prepayment of Owner Notes, the moneys required for such prepayment shall be deposited with the Security Trustee by the Owner. Interest on any Owner Note designated for prepayment or on any portion of the principal amount of any Owner Note designated for prepayment shall cease upon the date fixed for prepayment unless default shall be made in the payment of the amount payable upon the prepayment thereof.

ARTICLE 6

Events of Default and Remedies

Section 6.1 Events of Default. If one or more of the following Events of Default shall happen, that is to say:

(a) if default shall be made in any Installment Payment due on the Owner Notes, or in any other payment of principal, interest, or Reinvestment Premium, if any, on the Owner Notes, whether at maturity, by acceleration or as part of any prepayment or otherwise, as in the Owner Notes and this Owner Security Agreement provided, and such default shall continue for 5 days;

(b) if the Lease shall expire, cease to be effective or otherwise terminate or in any way be amended or modified (except as expressly provided for herein or therein other than a termination arising on account of the occurrence of an Event of Default under the Lease);

(c) if any representation or warranty of the Owner, Owner Participant or Lessee set forth in any Principal Document to which it is respectively a party or set forth in any notice, certificate, instrument, demand or request delivered pursuant hereto or thereto shall prove to be incorrect or misleading in any material respect to the detriment of any Person to whom or for whose benefit the representation or warranty was made as of the time when the same shall have been made;

(d) if a default by the Owner shall be made in the due observance or performance of any covenant or agreement contained in Section 2.12, Section 3.3, or in Section 3.4 or if the Owner shall fail to keep in place the casualty or general liability insurance required to be maintained by the terms of Section 2.9 hereof;

(e) if the Owner shall default in the performance of any other covenant, agreement or obligation on the part of the Owner to be performed hereunder and such default shall continue for a period of 30 days after notice thereof, specifying such default, shall have been given to the Owner; provided, however, that in the case of a

default which cannot with reasonable diligence be remedied by the Owner within a period of 30 days, if the Owner shall commence within such period of 30 days to remedy the default and thereafter shall prosecute the remedying of such default (including, without limitation, complying with any governmentally imposed plan for remediation or cleanup of environmental contamination) with all reasonable diligence, the period of time after the giving of such notice within which to remedy the default shall be extended for such period as may be necessary to remedy the same with all reasonable diligence, up to a maximum period of 120 days after notice of such default;

(f) if an Event of Default shall occur under and as defined in the Lease;

(g) if the Owner or Owner Participant shall be adjudicated a debtor or bankrupt or be declared insolvent or file for an order of relief under the Federal Bankruptcy Code (the Bankruptcy Act) or any other federal or state law as now or hereafter in effect relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts (hereinafter collectively called Bankruptcy Laws), or if the Owner or Owner Participant shall (i) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee or liquidator (or other similar official) of the Collateral or of the Owner or Owner Participant or of any substantial portion of the Owner's or Owner Participant's property, or (ii) generally not pay its debts as they become due, or admit in writing its inability to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of its creditors, or (iv) file a petition commencing a voluntary case under or seeking to take advantage of any Bankruptcy Law, or (v) fail to controvert in timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against the Owner or Owner Participant or otherwise filed against the Owner or Owner Participant pursuant to any Bankruptcy Law, or (vi) take any action in furtherance of any of the foregoing;

(h) if an order for relief against the Owner or Owner Participant shall be entered in any involuntary case under the Bankruptcy Act or any similar order against the Owner or Owner Participant shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against the Owner or Owner Participant or proposing the reorganization of the Owner or Owner Participant under the Bankruptcy Act

shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within 60 days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (i) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Owner or Owner Participant, or (ii) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or other similar official) of the Collateral or of the Owner or Owner Participant or of any substantial portion of the Owner's or Owner Participant's property, or (iii) any similar relief as to the Owner or Owner Participant pursuant to the Bankruptcy Act or any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for 60 days; or

(i) if an Event of Default shall occur under and as defined in the Equity Security Agreement;

provided, however, that if the only Event of Default which has occurred and is continuing hereunder is an Event of Default described in clause (f) or any Event of Default which has resulted from an Event of Default described in clause (f) (such Events of Default called "Lessee Defaults") the Security Trustee shall only be entitled to exercise a right or remedy pursuant hereto if it concurrently pursues, to the extent it has not already done so and is then entitled to do so hereunder and under the Lease, and is not then stayed against any or all of the Lessees or otherwise prevented from doing so by operation of law (other than solely by operation of an Indenture), one or more remedies available to the Security Trustee as assignee of the Owner's interest in the Lease, under the Lease;

Then in every such case, during the continuance of any Event of Default:

I. The Security Trustee may, and upon the written request of the holders of at least 51% in principal amount of the Owner Notes then outstanding shall, by written notice to the Owner, declare the entire principal amount of the Owner Notes (if not then due and payable) and all accrued and unpaid interest thereon to be due and payable immediately, and upon any such declaration the principal of the Owner Notes and said accrued and unpaid interest together with (to the extent permitted by applicable law) a Reinvestment Premium for all the Units of Equipment then subject to the Lien of this Owner Security Agreement shall become and be immediately due and payable, anything to the contrary contained in the Owner Notes or in this Owner Security Agreement notwithstanding.

(2) institute proceedings for the complete or partial foreclosure hereof; or

(3) take all steps to protect and enforce its rights and remedies, whether by action, suit or proceeding in equity or at law (for the specific performance of any covenant, condition or agreement in the Owner Notes or in this Owner Security Agreement contained or in aid of the execution of any power herein granted or for any foreclosure hereunder or for the enforcement of any other appropriate legal or equitable remedy) or otherwise as the Security Trustee shall deem most effectual to protect and enforce the same. To the extent not prohibited by law, the Security Trustee may conduct any number of sales from time to time and the power of sale shall not be exhausted by any one or more such sales as to any part of the Collateral remaining unsold, but shall continue unimpaired until all of the Collateral shall have been sold or the Owner Notes and all indebtedness of the Owner hereunder shall have been paid.

IV. The Security Trustee shall have all rights and remedies provided to a secured party by the Uniform Commercial Code.

Section 6.2 Sale of Collateral; Application of Proceeds.

(a) The Security Trustee may postpone the sale of the Collateral by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement.

(b) Upon the completion of any sale made by the Security Trustee under or by virtue of this Article, the Security Trustee shall execute and deliver to the purchaser good and sufficient bills of sale and other instruments conveying, assigning and transferring all its estate, right, title and interest in and to the property and rights sold. The Security Trustee is hereby irrevocably appointed the true and lawful attorney of the Owner to make, in its own name and stead or in the name of the Owner, all necessary conveyances, assignments, transfers and deliveries of the property and rights so sold and for that purpose the Security Trustee may execute all necessary deeds and instruments of assignment and transfer and may substitute Persons with like power, the Owner hereby ratifying and confirming all that his said attorney or such substitutes shall lawfully do by virtue hereof. Nevertheless, the Owner, if so requested in writing by the Security Trustee, shall ratify and confirm any such sale by executing and delivering to the Security Trustee or to such purchasers any instrument which, in the judgment of the Security Trustee, is suitable or appropriate therefor. Any such sale made under or by virtue of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Owner in and to the property and rights so sold, and

shall be a perpetual bar at law and in equity against the Owner and its respective successors, assigns and any and all Persons who claim or may claim the same from, through or under the Owner.

(c) The receipt of the Security Trustee for the purchase money paid as a result of any such sale shall be a sufficient discharge therefor to any purchaser of the Collateral sold as aforesaid; and no such purchaser or its representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money upon or for any purpose hereof, shall be answerable in any manner whatsoever for any loss, misapplication or non-application of any of such purchase money or shall be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(d) In the event of any sale made under or by virtue of this Article (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the entire principal of and interest on the Owner Notes and Reinvestment Premium thereon, if any, and all other sums required to be paid by the Owner pursuant hereto, if not previously due and payable, shall immediately become due and payable, anything in the Owner Notes or in this Owner Security Agreement to the contrary notwithstanding.

(e) The purchase money, proceeds or avails of any sale made under or by virtue of this Article, together with any other sums which then may be held by the Security Trustee as part of the Collateral or the proceeds thereof, whether under the provisions of this Article or otherwise, shall be applied as follows:

FIRST: to the payment of the costs and expenses of such sale, including compensation to the Security Trustee, its agents and reasonable fees and expenses of counsel, and of any judicial proceeding wherein the same may be made and of all expenses, liabilities and advances made or furnished or incurred by the Security Trustee hereunder to the extent in each case that such expenses, liabilities and advances have not been paid by the Lessee pursuant to Section 32 of the Lease, together with interest at the Overdue Rate on all such advances and all taxes, assessments or other charges, except any taxes, assessments or other charges subject to which the Collateral shall have been sold;

SECOND: To the payment of the whole amount then due, owing or unpaid on the Owner Notes in the following order: first, for interest, second for Reinvestment Premium, and third, for principal;

THIRD: To the payment of any other sums required to be paid by the Owner pursuant to any provisions of this Owner Security Agreement or the Owner Notes;

FOURTH: To the payment of the surplus, if any, to whosoever shall be lawfully entitled thereto.

(f) Upon any sale made under or by virtue of this Article (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the Security Trustee may bid for and acquire the Collateral and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of the Owner secured hereby the net proceeds of sale after the deduction of all costs, expenses, compensation and other charges to be paid therefrom as herein provided and any other sums which the Security Trustee is authorized to deduct hereunder. The Person making such sale shall accept such settlement without requiring the production of the Owner Notes, and without such production there shall be deemed credited thereon the pro rata share of the net proceeds of sale ascertained and established as aforesaid. The Security Trustee, upon so acquiring the Collateral, shall be entitled to hold, lease, rent, operate, manage or sell the same in any lawful manner.

Section 6.3 Voluntary Appearance; Receivers. After an Event of Default and immediately upon the commencement of any action, suit or other legal proceeding by the Security Trustee to obtain judgment for the principal of or interest or Reinvestment Premium on the Owner Notes and other sums required to be paid by the Owner pursuant hereto or of any other nature in aid of the enforcement of the Owner Notes or of this Owner Security Agreement, the Owner will, to the extent not prohibited by law, (a) enter voluntary appearances in such action, suit or proceeding, and (b) if required by the Security Trustee, consent to the appointment of receivers of the Collateral and of all the earnings, revenues, rents, issues, profits and income thereof. After an Event of Default and during its continuance or upon the filing of a bill in equity to foreclose this Owner Security Agreement or to enforce the specific performance hereof or in aid therefore or upon the commencement of any other judicial proceeding to enforce any right of the Security Trustee, the Security Trustee shall be entitled forthwith, as a matter of right and if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of the security of the Collateral either before or after declaring the unpaid principal of the Owner Notes to be due and payable, to the appointment of such receivers. Any receivers so appointed shall have such powers as the court making the appointment shall confer, which may be any or all of the powers which the Security Trustee is authorized to exercise by the provisions of Clause II of Section 6.1, and shall have the right to incur such obligations and to issue such certificates therefor as the court shall authorize.

Section 6.4 Retention of Possession. Notwithstanding the appointment of any receiver, liquidator or trustee of the Owner or of any of its property or of the Collateral, the Security Trustee shall be entitled to retain possession and control of all or any part of the Collateral now or hereafter held by the Security Trustee hereunder.

Section 6.5 Remedies Cumulative. No remedy herein conferred upon or reserved to the Security Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Security Trustee to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Owner Security Agreement to the Security Trustee may be exercised from time to time and as often as may be deemed expedient by the Security Trustee.

Section 6.6 Waiver of Rights. To the extent such waiver shall not be prohibited by law, the Owner agrees that it will not at any time insist upon, plead or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, wherever enacted or whenever hereafter in force, that may affect the covenants and terms of performance hereof; nor claim, take or insist upon any benefit or advantage of any law whenever hereafter in force providing for the valuation or appraisal of the Collateral prior to any sale or sales thereof which may be made pursuant hereto or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor, after any such sale or sales, claim or exercise any right under any statute whenever or by whomever enacted to redeem the property so sold or any part thereof; and the Owner hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Security Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Owner for itself and all who may claim under the Owner, waive, to the extent not prohibited by law, all right to have the Collateral marshalled upon foreclosure hereof.

Section 6.7 Purchase of Owner Note by Owner. If an Event of Default caused solely by a default by Lessee in the payment of Rent or any Supplemental Payment has occurred and is continuing and Security Trustee shall have given notice of acceleration of the Owner Notes pursuant to Section 6.1 and its intent to pursue its remedies against Lessee if so required then the Owner may, in its sole discretion, by written notice to the Security Trustee elect to purchase all of the Owner Notes at a price equal to the outstanding principal amount of the Owner Notes, together with accrued and unpaid interest thereon, without premium. The Owner shall give notice to the Security Trustee of its election to purchase the Owner Notes within 10 days after receipt of notice from the Security Trustee of its intent

to so exercise its remedies, or it shall have been deemed to have waived its rights hereunder. The Owner shall specify in such notice the date of its purchase of the Owner Notes, which date shall be a date occurring no more than 10 days after the date of such notice from the Owner.

Section 6.8 Amendment of Lease; New Lease of the Property. So long as any obligations of Lessee remain outstanding under the Lease (a) the Owner shall be entitled to receive, and Security Trustee agrees to send to the Owner and Owner Participant, copies of all notices, demands, consents, approvals and waivers which may, from time to time, be given or granted by Security Trustee to Lessee pursuant to the provisions of the Lease, (b) unless an Event of Default has occurred and is continuing, Security Trustee will not agree to any amendment or modification of, or grant any consent, approval or waiver with respect to, any of the terms, conditions or provisions of the Lease without also obtaining the agreement of the Owner and Owner Participant to such amendment, modification, consent, approval or waiver, and (c) if a Lessee Default has occurred and is continuing, Security Trustee agrees that (i) it will not, without also obtaining the agreement of the Owner and Owner Participant, agree to any amendment, modification or waiver of any of the provisions of Sections 18 or 19 of the Lease, the effect of which would be to reduce, modify or amend any indemnities payable by Lessee to the Owner or Owner Participant (except to add additional indemnities by Lessee); and (ii) it will not, without the consent of the Owner and Owner Participant, modify, amend or supplement the Lease or deliver notices, consents, determinations, demands, approvals, directions or releases in respect of the Lease so as to release Lessee from any of its obligations under the Lease; provided, however, that if the Security Trustee shall breach its obligation set forth in this clause (c)(ii), then the principal, interest and all other amounts payable upon the Equity Notes and under the Equity Security Agreement shall be payable only from the amounts and proceeds described in clause (i) of Section 2.06(a) of the Equity Security Agreement, and the Owner shall have no further rights in respect of such breach).

Section 6.9 Recourse Liability of Owner and Owner Participant. If (a) the Trust Estate (as defined in the Trust Agreement) or the Owner Participant becomes a debtor subject to the reorganization provisions of the Bankruptcy Reform Act of 1978 or any successor provision, (b) pursuant to such reorganization provisions the Owner or the Owner Participant is required, by reason of the Owner or Owner Participant being held to have recourse liability, directly or indirectly, to make payment on account of any amount payable as principal or interest on the Owner Notes, and (c) any holder of the Owner Notes or the Security Trustee actually receives any "Excess Amount" (defined below) which reflects any payment by the Owner or Owner Participant on account of (b) above, then such holder of the Owner Notes or the Security Trustee, as the case may be, shall promptly refund to the Owner or the Owner Participant such Excess Amount. For purposes of this Section 6.9, "Excess Amount" means the

amount by which such payment exceeds the amount which would have been received by such holder of the Owner Notes or the Security Trustee if the Owner or the Owner Participant had not become subject to the recourse liability referred to in (b) above. Nothing contained in the Section 6.9 shall prevent any holder of the Owner Notes from enforcing any personal recourse obligation (and retaining the proceeds thereof) of the Owner or Owner Participant under this Owner Security Agreement or any other Principal Document to the extent herein or therein provided, for which the Owner or Owner Participant has agreed by the terms of the Principal Documents to accept personal responsibility.

ARTICLE 7

Supplemental Owner Security Agreement; Waivers

Section 7.1 Supplemental Agreements Without Noteholders' Consent. The Owner and the Security Trustee from time to time and at any time, subject to the restrictions in this Owner Security Agreement contained, may enter into an agreement or agreements supplemental hereto and which thereafter shall form a part hereof for any one or more or all of the following purposes:

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

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

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

(d) for any other purpose not inconsistent with the terms of this Owner Security Agreement or to cure any ambiguity or cure, correct or supplement any defect or inconsistent provisions of this Owner Security Agreement or any supplement;

and the Owner covenants to perform all requirements of any such supplemental agreement. No restriction or obligation imposed upon the Owner may, except as otherwise provided in this Owner Security

Agreement, be waived or modified by such supplemental agreements, or otherwise.

Section 7.2 Waivers and Consents by Noteholders; Supplemental Agreements with Noteholders' Consent. Upon the waiver or consent of the holders of at least 66-2/3% in aggregate principal amount of the Owner Notes (a) the Owner may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Owner Security Agreement or any agreement supplemental hereto, or (b) the Owner and the Security Trustee may enter into an agreement or agreements supplemental hereto for the purpose of adding, changing or eliminating any provision of this Owner Security Agreement or of any agreement supplemental hereto or modifying in any manner the rights and obligations of the holders of the Owner Notes, and the Owner; provided, that no such waiver or supplemental agreement shall (i) impair or affect the right of any holder to receive payments or prepayments of the principal of and payments of the interest and premium, if any, on its Owner Note, as therein and herein provided, without the consent of such holder, (ii) permit the creation of any lien or security interest with respect to any of the Collateral, without the consent of the holders of all the Owner Notes at the time outstanding, (iii) effect the deprivation of the holder of any Owner Note of the benefit of the security interest of this Owner Security Agreement upon all or any part of the Collateral without the consent of such holder, (iv) reduce the aforesaid percentage of the aggregate principal amounts of Owner Notes, the holders of which are required to consent to any such waiver or supplemental agreement pursuant to this Section, without the consent of the holders of all of the Owner Notes at the time outstanding, or (v) modify the rights, duties or immunities of the Security Trustee, without the consent of the holders of all of the Owner Notes at the time outstanding.

Section 7.3 Notice of Supplemental Owner Security Agreements. Promptly after the execution by the Owner and the Security Trustee of any supplemental agreement pursuant to the provisions of Section 7.1 or 7.2 hereof, the Security Trustee shall give written notice, setting forth in general terms the substance of such supplemental agreements, together with a conformed copy thereof, mailed, first-class, postage prepaid, to each holder of the Owner Notes at its address set forth in the Register. Any failure of the Security Trustee to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental agreement.

Section 7.4 Opinion of Counsel Conclusive as to Supplemental Owner Security Agreements. The Security Trustee is hereby authorized to join with the Owner in the execution of any such supplemental agreement authorized or permitted by the terms of this Owner Security Agreement and to make the further agreements and stipulations which may be therein contained, and the Security Trustee may receive an opinion of counsel as conclusive evidence that any

supplemental agreement executed pursuant to the provisions of this Section 7 complies with the requirements of this Section 7.

ARTICLE 8

Security Trustee

The Security Trustee in its individual capacity accepts the trusts hereunder and in its capacity as Security Trustee agrees to perform the same, but only upon the terms and conditions hereof, including the following, to all of which the Owner and the respective holders of the Owner Notes at any time outstanding by their acceptance thereof agree:

Section 8.1 Duties of Security Trustee. The Security Trustee undertakes (a) except while in an Event of Default under this Owner Security Agreement shall have occurred and be continuing, to perform such duties and only such duties as are specifically set forth in this Owner Security Agreement, and (b) while an Event of Default under this Owner Security Agreement shall have occurred and be continuing, to exercise such of the rights and powers as are vested in it by this Owner Security Agreement and to 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.

The Security Trustee upon receipt of instruments furnished to the Security Trustee pursuant to the provisions of this Owner Security Agreement, shall examine the same to determine whether or not such instruments conform to the requirements of this Owner Security Agreement.

Section 8.2 Security Trustee's Liability. No provision of this Owner Security Agreement shall be construed to relieve the Security Trustee from liability for its own negligent action, negligent failure to act, or its own willful misconduct, except that:

(a) unless an Event of Default under this Owner Security Agreement shall have occurred and be continuing, the Security Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Owner Security Agreement and no implied covenants or obligations shall be read into this Owner Security Agreement against the Security Trustee but the duties and obligations of the Security Trustee shall be determined solely by the express provisions of this Owner Security Agreement;

(b) in the absence of bad faith on the part of the Security Trustee, the Security Trustee may rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon, any resolution, Certificate of a Responsible Officer, opinion of counsel, request, notice,

consent, waiver, order, signature guaranty, notarial seal, stamp, acknowledgement, verification, appraisal, report, stock certificate or other paper or document believed by the Security Trustee to be genuine and to have been signed, affixed or presented by the proper party or parties;

(c) in the absence of bad faith on the part of the Security Trustee, whenever the Security Trustee, or any of its agents, representatives, experts or counsel, shall consider it necessary or desirable that any matter be proved or established, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively provided and established by a Certificate of a Responsible Officer; provided, however, that the Security Trustee, or such agent, representative, expert or counsel, may require but shall not be under any duty or obligation to require such further and additional evidence and make such further investigation as it or they may consider reasonable;

(d) the Security Trustee may consult with counsel and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or opinion of counsel;

(e) the Security Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with any direction or request of the holders of the Owner Notes;

(f) the Security Trustee shall not be liable for any error of judgment made in good faith by an officer of the Security Trustee unless it shall be proved that the Security Trustee was negligent in ascertaining the pertinent facts;

(g) whether or not an Event of Default under this Owner Security Agreement shall have occurred, the Security Trustee shall not be under any obligation to take any action under this Owner Security Agreement which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it by the security afforded to it by the terms of this Owner Security Agreement, unless and until it is requested in writing so to do by one or more holders of the Owner Notes outstanding hereunder and furnished, from time to time as it may require, with reasonable security and indemnity; and

(h) whether or not an Event of Default under this Owner Security Agreement shall have occurred, whenever it is provided in this Owner Security Agreement that the Security Trustee consents to any act or omission by any person or that the Security Trustee exercise its discretion in any manner,

the Security Trustee may (but need not) seek the written acquiescence of the holders of at least 66-2/3% in principal amount of the Owner Notes then outstanding and, unless written evidence of such acquiescence has been received by the Security Trustee, it shall be fully justified in refusing so to consent or so to exercise its discretion; provided, however, holders of at least 66-2/3% in principal amount of the Owner Notes from time to time outstanding shall have the right, upon furnishing to the Security Trustee such indemnification as the Security Trustee shall reasonably request, by an instrument in writing delivered to the Security Trustee, to determine which of the remedies herein set forth shall be adopted and to direct the time, method and place of conducting all proceedings to be taken under the provisions of this Owner Security Agreement for the enforcement thereof or of the Owner Notes, but the Security Trustee shall have the right to decline to follow any such direction if the Security Trustee shall be advised by counsel that the action or proceedings so directed may not lawfully be taken or would be unjustly prejudicial to the holders of the Owner Notes not parties to such direction.

Section 8.3 No Responsibility of Security Trustee for Recitals. The recitals and statements contained herein and in the Owner Notes shall be taken as the recitals and statements of the Owner, and the Security Trustee assumes no responsibility for the correctness of the same, nor shall the Security Trustee have any responsibility for or any liability with respect to any disclosure, warranty, representation or concealment or failure to disclose in connection with the offering, solicitation, sale or distribution of the Owner Notes by the Owner or by any other person.

The Security Trustee makes no representation as to the validity or sufficiency of this Owner Security Agreement, or of the Owner Notes secured hereby, the security hereby or thereby afforded, the title of the Owner to the Collateral or the description thereof, or the filing or recording or registering of this Owner Security Agreement or any other document.

The Security Trustee shall not be concerned with or accountable to anyone for the use or application of any deposited moneys which shall be released or withdrawn in accordance with the provisions of this Owner Security Agreement or of any property or securities or the proceeds thereof which shall be released from the security interest hereof in accordance with the provisions of this Owner Security Agreement. The Security Trustee shall release no funds pursuant to the Principal Documents unless said funds have been received by the Security Trustee pursuant to said Principal Agreements.

Section 8.4 Certain Limitations on Security Trustee's Rights to Compensation and Indemnification. The Security Trustee

agrees that it shall have no right against the Owner, the Owner Participant, the Loan Participant or any other holder of the Owner Note for the payment of compensation for its services hereunder or any expenses or disbursements incurred in connection with the exercise and performance of its powers and duties hereunder or any indemnification against liabilities which it may incur in the exercise and performance of such powers and duties but on the contrary, shall look solely to the Lessee under Sections 20 and 32 of the Lease for such payment and indemnification and that it shall have no lien on or security interest in the Collateral as security for such compensation, expenses, disbursements and indemnification except to the extent provided for in Sections 6.2(e) and 8.2(h) hereof.

Section 8.5 Status of Moneys Received. All moneys received by the Security Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and may be deposited by the Security Trustee under such general conditions as may be prescribed by law in the Security Trustee's general banking department, and the Security Trustee shall be under no liability for interest on any moneys received by it hereunder.

Section 8.6 Security Trustee May Hold Owner Notes. The Security Trustee and any affiliated corporation may become the owner of any Owner Note secured hereby and be interested in any financial transaction with the Owner or any affiliated corporation, or the Security Trustee may act as depositary or otherwise in respect to other securities of the Owner or any affiliated corporation, all with the same rights which it would have if not the Security Trustee.

Section 8.7 Resignation of Security Trustee. The Security Trustee may resign and be discharged from the trusts created hereby by delivering notice thereof, by first-class mail, postage prepaid, to the Owner and all holders of the Owner Notes at the time outstanding, specifying a date (not earlier than 60 days after the date of such notice) when such resignation shall take effect.

Such resignation shall take effect on the day specified in such notice, unless previously a successor Security Trustee shall have been appointed as provided in Section 8.9 in which event such resignation shall take effect immediately upon the appointment of such successor Security Trustee provided, however that no such resignation shall be effective hereunder unless and until a successor Security Trustee shall have been appointed and shall have accepted such appointment as provided in Sections 8.9 and 8.10.

Section 8.8 Removal of Security Trustee. The Security Trustee may be removed at any time, for or without cause, by an instrument or instruments in writing executed by the holders of a majority in aggregate principal amount of the Owner Notes at the time outstanding and delivered to the Security Trustee with a copy to the

Owner, specifying the removal and the date when it shall take effect provided, however that no such removal shall be effective hereunder unless and until a successor Security Trustee shall have been appointed and shall have accepted such appointment as provided in Sections 8.9 and 8.10.

Section 8.9 Appointment of Successor Security Trustee. In case at any time the Security Trustee shall resign or be removed or become incapable of acting, a successor Security Trustee may be appointed by the holders of a majority in aggregate principal amount of the Owner Notes at the time outstanding, by an instrument or instruments in writing executed by such holders and filed with such successor Security Trustee.

Until a successor Security Trustee shall be so appointed by the holders of the Owner Notes, the Owner (upon receipt of written instructions by the Owner Participant to do so) shall appoint a successor Security Trustee to fill such vacancy, by an instrument in writing executed by the Owner under the Trust Agreement and delivered to the successor Security Trustee. If all or substantially all of the Collateral shall be in the possession of one or more receivers, trustees, liquidators or assignees for the benefit of creditors, then such receivers, trustees, custodians, liquidators or assignees may, by an instrument in writing delivered to the successor Security Trustee, appoint a successor Security Trustee. Promptly after any such appointment, the Owner, or any such receivers, trustees, custodians, liquidators or assignees, as the case may be, shall give notice thereof by first-class mail, postage prepaid, to each holder of Owner Notes at the time outstanding.

Any successor Security Trustee so appointed by the Owner, or such receivers, trustees, custodians, liquidators or assigns shall immediately and without further act be superseded by a successor Security Trustee appointed by the holders of a majority in aggregate principal amount of the Owner Notes then outstanding.

If a successor Security Trustee shall not be appointed pursuant to this Section within 60 days after a vacancy shall have occurred in the office of the Security Trustee, the holder of any Owner Note or such retiring Security Trustee (unless the retiring Security Trustee is being removed) may apply to any court of competent jurisdiction to appoint a successor Security Trustee, and such court may thereupon, after such notice, if any, as it may consider proper, appoint a successor Security Trustee.

Section 8.10 Succession of Successor Security Trustee. Any successor Security Trustee appointed hereunder shall execute, acknowledge and deliver to the Owner and the predecessor Security Trustee, an instrument accepting such appointment, and thereupon such successor Security Trustee, without any further act, deed, conveyance or transfer, shall become vested with a security interest in the Collateral, and with all the rights, powers, trusts, duties and

obligations of the predecessor Security Trustee in the trust hereunder, with like effect as if originally named as Security Trustee herein.

Upon the request of any successor Security Trustee, however, the Owner and the predecessor Security Trustee shall execute and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Security Trustee a security interest in the Collateral and all such rights, powers, trusts, duties and obligations of the predecessor Security Trustee hereunder, and the predecessor Security Trustee shall also assign and deliver to the successor Security Trustee any property subject to the security interest of this Owner Security Agreement which may then be in its possession.

Any Security Trustee which has resigned or been removed shall nevertheless continue to retain the benefit of the priority with respect to the proceeds of the Collateral afforded to it by Section 6.2(e) hereof.

Section 8.11 Eligibility of Security Trustee. The Security Trustee shall be a state or national bank or trust company in good standing organized under the laws of the United States of America or any State thereof, having capital, surplus and undivided profits aggregating at least $150,000,000, if there be such a bank or trust company willing and able to accept such trust upon reasonable and customary terms.

In case the Security Trustee shall cease to be eligible in accordance with the provisions of this Section, the Security Trustee shall resign immediately in the manner and with the effect specified in Section 8.7 hereof.

Section 8.12 Successor Security Trustee by Merger. Any corporation into which the Security Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Security Trustee shall be a party, or any state or national bank or trust company in any manner succeeding to the corporate trust business of the Security Trustee as a whole or substantially as a whole, if eligible as provided in Section 8.11, shall be the successor of the Security Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything to the contrary contained herein notwithstanding.

Section 8.13 Co-Trustees. At any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Collateral may at the time be located, the Owner and the Security Trustee jointly shall have the power and shall execute and deliver all instruments, to appoint one or more persons approved by the Security Trustee, to act as co-trustee, or co-trustees, of all or

any part of the Collateral, and to vest in such person or persons, in such capacity, such title to the Collateral or any part thereof, and such rights, powers, duties, trusts or obligations as the Owner and the Security Trustee may consider necessary or desirable. If the Owner shall not have joined in such appointment within 15 days after the receipt by it of a request so to do, or in case an Event of Default under this Owner Security Agreement shall have occurred and be continuing, the Security Trustee alone shall have power to make such appointment.

ARTICLE 9

Miscellaneous

Section 9.1 Immunity from Liability; Indentures.

(a) Anything in this Owner Security Agreement or the Owner Notes to the contrary notwithstanding, it is understood and agreed that (irrespective of any breach of any representation, covenant, agreement or undertaking of any nature whatsoever made in this Owner Security Agreement or the Owner Notes by the Owner) no recourse shall be had under any rule of law, statute or constitution or by the enforcement of any assessments or penalties or otherwise for the payment of the principal of or interest or Reinvestment Premium, if any, due on the Owner Notes or for any claim based thereon or otherwise in respect thereof or based on or in respect of this Owner Security Agreement against (i) the Owner, the Owner Participant or any past, present or future Affiliate, partner, officer, director, any shareholder, agent or employee of any thereof or of any partner thereof or its legal representatives, successors or assigns, or (ii) any Person or party on the ground that in entering into the transactions evidenced by this Owner Security Agreement and the Owner Notes, the Owner or Owner Participant was acting as an agent for the account and benefit of such Person or party and that such Person or party was the principal of the Owner or Owner Participant. It is expressly understood that by the acceptance of the Owner Notes all such liability (a) of the Owner or Owner Participant, or any past, present or future Affiliate, partner, officer, director, any shareholder, agent or employee thereof or director or shareholder thereof or director or shareholder of any partner thereof or any of its respective legal representatives, successors or assigns, or (b) of such other Person or party is and is being expressly waived and released as a condition of and as a consideration for the execution of the Owner Notes and this Owner Security Agreement, that the Security Trustee, the registered owners of the Owner Notes and their successors and assigns as registered owners of the Owner Notes agree to look solely to the Collateral and to the sums due or to become due under the Lease (other than Excluded Amounts) for the payment of any such sum. Nothing contained herein or in the Owner Notes, however, shall be taken to (i) prevent recourse to and the enforcement against the Collateral of all liabilities, obligations and undertakings contained herein and in the Owner Notes and the Lease, (ii) limit, restrict or

impair the right of any such registered owner to accelerate the maturity of the Owner Notes upon the occurrence of an Event of Default hereunder other than as provided in Section 6.7 hereof, (iii) prevent the bringing of an action or obtaining of a judgment against the Owner or Owner Participant, provided that neither the Owner nor Owner Participant, nor any past, present or future Affiliate, partner, officer, director, shareholder, agent or employee thereof or director or shareholder of any partner thereof or any of its respective legal representatives, successors or assigns or any corporation, partnership (or any partner thereof) or individual to which ownership of the Collateral shall have been transferred shall have any personal liability on such judgment and the satisfaction thereof shall be limited to said Collateral and the sums due and to become due under the Lease, (iv) prevent the bringing of an action or obtaining of a judgment to foreclose the lien hereof or otherwise realize upon the Collateral or the sums due or to become due under the Lease, including the right to proceed against Lessee under the Lease.

(b) The provisions of Section 7 of the Note Purchase Agreement are incorporated by reference as if fully set forth herein.

Section 9.2 Notices; Modification; Waiver. All notifications, notices, demands or requests herein provided for or made pursuant hereto shall be in writing and shall be sent by (i) registered or certified mail, return receipt requested, and such notice, demand or other communication shall be deemed complete on the third Business Day after the same is deposited with a United States Post Office with postage charges prepaid or (ii) by reputable delivery service guaranteeing overnight delivery and the giving of notice shall be deemed complete on the immediately succeeding Business Day after the same is deposited with such delivery service to the Security Trustee or the Owner at the addresses first above set forth or at such other address as the party to be notified shall have specified, and such notifications, notices, demands or requests shall be deemed given on the date of receipt. This Owner Security Agreement may not be modified or discharged except by an instrument in writing executed by the Owner and the Security Trustee. No requirement hereof may be waived at any time except by a writing signed by the Security Trustee, nor shall any waiver be deemed a waiver of any subsequent breach of default of the Owner.

Section 9.3 Illegal Provision. If any provision herein or in the Owner Notes contained shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Owner Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 9.4 Maximum Interest Payable. Neither this Owner Security Agreement nor the Owner Notes shall require the payment or permit the collection of interest in excess of the maximum not prohibited by law. If herein or in the Owner Notes any excess of

interest in such respect is provided for or shall be adjudicated to be so provided for, neither the Owner nor its successors or assigns shall be obligated to pay such interest in excess of the maximum amount not prohibited by law, and the right to demand the payment of any such excess shall be and hereby is waived; and this provision shall control any other provision of this Owner Security Agreement or the Owner Notes.

Section 9.5 Satisfaction. If, prior to the declaration pursuant to Clause I of Section 6.1 of the principal of and interest and Reinvestment Premium, if any, on the Owner Notes to be due and payable, the Owner shall well and truly pay or cause to be paid (provided such payment is permitted or required hereby) the full amount of the principal, interest and Reinvestment Premium, if any, on the Owner Notes as and when the same shall become due and payable and the Owner shall do and perform all covenants and obligations to be done and performed by the Owner hereunder, then and in that case the Security Trustee shall, at the cost and expense of the Owner, satisfy and cancel this Owner Security Agreement and execute and delivery such instruments as reasonably shall be demanded by the Owner to satisfy and discharge the lien hereof, and the Security Trustee shall give prompt written notice to Lessee of such discharge.

Section 9.6 Binding Effect. The covenants, conditions and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural include the singular and the use of any gender shall include all genders.

Section 9.7 Counterparts. This Owner Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

Section 9.8 Table of Contents; Headings. The table of contents contained herein and the headings of the various Articles and Sections herein have been inserted for reference only and shall not to any extent have the effect of modifying or amending the express terms and provision hereof.

Section 9.9 Governing Law. This Owner Security Agreement shall be governed by the laws of the State of Utah.

Section 9.10 Estoppels. At any time and from time to time upon not less than 15 days' prior written request by any party hereto, the other party hereto shall furnish a certificate certifying that this Owner Security Agreement is in full force and effect (or that this Owner Security Agreement is in full force and effect as modified and setting forth the modifications) to the best knowledge of the signer of such certificate after due inquiry and investigation,

whether or not the Owner is in default under any of its obligations hereunder (and, if so, the nature of such alleged default), and such other matters as may reasonably be requested.

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IN WITNESS WHEREOF, the Owner and the Security Trustee have executed this Owner Security Agreement as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee under a Trust Agreement dated as of November 2, 1993

By: Dan
Name: Donald G. MacKelcan
Title: Financial Services Officer

FIRST SECURITY BANK OF UTAH, N.A., as Security Trustee

By: _____
Its Authorized Officer

STATE OF DELAWARE)
) ss:
COUNTY OF New Castle)

On this 18th day of November, 1993 before me personally appeared Donald G. MacKelcan, the Financial Services Officer of WILMINGTON TRUST COMPANY, a Delaware banking corporation, and acknowledged that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Sonja F. Allen
Notary Public

My commission expires: _____

SONJA F. ALLEN
NOTARY PUBLIC
My Commission expires May 30, 1994

STATE OF UTAH)
) ss
COUNTY OF _____)

On this ____ day of November, 1993, before me personally appeared _____, to be personally known, who being by me duly sworn, says that (s)he is a _____ of First Security Bank of Utah, N.A., that said instrument was signed on behalf of said association by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

_____
Notary Public

My commission expires _____

IN WITNESS WHEREOF, the Owner and the Security Trustee have executed this Owner Security Agreement as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee under a Trust Agreement dated as of November 2, 1993

By:_____
Name:
Title:

FIRST SECURITY BANK OF UTAH, N.A., as Security Trustee

By: Val T. Orton
Its Authorized Officer

STATE OF DELAWARE)
) ss:
COUNTY OF)

On this ____ day of November, 1993 before me personally appeared _____, the _____ of WILMINGTON TRUST COMPANY, a Delaware banking corporation, and acknowledged that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

_____
Notary Public

My commission expires:_____

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

On this ____ day of November, 1993, before me personally appeared Val T. Orton, to be personally known, who being by me duly sworn, says that (s)he is a Asst. Vice President of First Security Bank of Utah, N.A., that said instrument was signed on behalf of said association by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Notary Public

My commission expires:

NOTARY PUBLIC
ROBERT ALLEN LINDSAY
79 S. MAIN ST.
SALT LAKE CITY, UT 84111
COMMISSION EXPIRES
JULY 1, 1995
STATE OF UTAH

SCHEDULE A

1. One Hundred Twenty (120) new aluminum rotary dump gondola railcars, made by Johnstown America Corp., revision "A" of specification X-91052.MOD dated July 30, 1992, Car Numbers EDGX 3361-3480, inclusive.

2. Together with all modifications, attachments, improvements, replacements and substitutions therefor and thereto.

EXHIBIT A
(to Owner Security Agreement-Trust Deed)

FORM OF OWNER NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS. IT MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN APPLICABLE EXEMPTION UNDER SAID ACT AND LAWS.

6.22% SECURED OWNER NOTE DUE 2013

No. RO-__

$_____ Date: December ___ , 1993

Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee (the "Maker"), under a Trust Agreement dated as of November 2, 1993 between Wilmington Trust Company and BOT Financial Corporation (the "Owner Participant"), for value received, hereby promises to pay to _____ (the "Payee"), or registered assigns, on or before December 31, 2013, as hereinafter provided, the principal sum of _____ _____ DOLLARS ($_____) and to pay interest on the unpaid principal amount hereof, from the date hereof to maturity at the rate of 6.22% per annum (computed on the basis of a 360-day year of twelve 30 day months). If any payment of principal, interest or premium is not made when due, damages will be incurred by the registered owner of this Owner Note, including additional expense in handling overdue payments, the amount of which is difficult and impractical to ascertain. The Maker therefore agrees to pay, upon demand, to the extent not prohibited by applicable law interest ("Overdue Interest") on the amount of any such payment not made when due at a rate equal to 10% per annum (or such lesser rate as the maximum rate allowed by law).

Payments of principal, Overdue Interest, if any, Reinvestment Premium (as hereinafter defined), if any, and interest on this Owner Note shall be made at the principal corporate trust office of First Security Bank of Utah, National Association (the "Security Trustee") located at 79 South Main Street, Salt Lake City, Utah 84111, Attention: Corporate Trust Department, the Security Trustee under the Owner Security Agreement-Trust Deed dated as of November 2, 1993 (herein together with any supplements and amendments thereto called the "Owner Security Agreement") from the Maker to the Security Trustee, in lawful money of the United States of America, as follows:

(i) one payment of interest only shall be due and payable on January 1, 1994, in the amount of $_____; and

(ii) 239 equal monthly installment payments of principal and interest shall be due and payable on the first day of

each month, commencing on February 1, 1994 and continuing to and including December 1, 2013, each in the amount of $_____; and

(iii) thereafter, one payment of principal and interest shall be due and payable on December 31, 2013, in the amount of the remaining unpaid principal amount of this Owner Note together with accrued and unpaid interest thereon (the payments referred to in this clause (iii) and above clause (ii) above are herein called the "Installment Payments".

Each Installment Payment shall be applied, when paid, first to the payment of interest accrued and unpaid on the unpaid principal amount of this Owner Note to and including the date immediately preceding the date fixed for such Installment Payment, and second to the payment on account of the principal hereof. The Installment Payments shall be made by the Maker to the Payee without presentation of this Owner Note for notation hereof.

This Owner Note is issued pursuant to and is secured by the Owner Security Agreement, granting a security interest in certain collateral (the "Collateral"), from the Maker, as debtor to the Security Trustee, as secured party, relating to an Equipment Leasing Agreement, dated as of November 2, 1993 (herein, together with all amendments and supplements thereto, called the "Lease"), between the Maker, as lessor, and Wisconsin Power & Light Company, a Wisconsin corporation, Wisconsin Electric Power Company, a Wisconsin corporation, and Wisconsin Public Service Corporation, a Wisconsin corporation (herein, being jointly and severally liable for the obligations of the lessee under the Lease, called the "Lessee"), as lessee. Capitalized terms used but not otherwise defined herein have the same meanings as in the Owner Security Agreement.

If the scheduled date for any payment of interest on or principal of this Owner Note shall not be a Business Day, then such payment need not be made on such scheduled date but shall be made on the next succeeding Business Day with the same force and effect, and in the same amount, as if made on such scheduled date.

Reference is hereby made to the Owner Security Agreement for a further description of the property subject thereto, the nature and extent of the security for the Owner Notes, the rights of the holders of the Owner Notes, the Security Trustee and the Maker in respect of such security and otherwise and certain rights of the Maker, including the right to purchase the Owner Notes, and the terms upon which the Owner Notes are to be delivered.

This Owner Note and any other Owner Notes outstanding under the Owner Security Agreement may be declared due prior to its and their expressed maturity date, all in the events, on the terms and in the manner provided for in the Owner Security Agreement, and certain prepayments (which are required to be applied ratably on all outstanding Owner Notes) are required to be made thereon. The Maker

agrees to make the required prepayments on the Owner Notes in accordance with the provisions of the Owner Security Agreement. This Owner Note is not subject to prepayment except on the terms and conditions provided for in the Owner Security Agreement. The terms and provisions of the Owner Security Agreement and the rights and obligations of the Maker and the rights of the holders of the Owner Notes may be changed and modified to the extent permitted by and as provided in the Owner Security Agreement.

Should the indebtedness represented by this Owner Note or any part thereof be collected at law or in equity or in bankruptcy, receivership or other court proceeding or should this Owner Note be placed in the hands of attorneys for collection after default, the Maker, and any other person who may be liable hereunder in any capacity, agree to pay, in addition to the principal, premium, if any, and interest due and payable hereon, all costs of collecting or attempting to collect this Owner Note, including reasonable attorneys' fees and expenses (including those incurred in connection with any appeal).

On and subject to the conditions contained in the Owner Security Agreement, this Owner Note is transferable by the registered holder hereof in person or by its duly authorized attorney on the Register (as defined in the Owner Security Agreement) to be kept for the purpose at said principal corporate trust office of the Security Trustee. On and subject to the conditions contained in the Owner Security Agreement, this Owner Note is exchangeable for Owner Notes of other denominations. The Maker and the Security Trustee may deem and treat the person in whose name an Owner Note is registered on said Register as the absolute owner and holder hereof (whether or not this Owner Note shall be overdue) for the purpose of receiving payment and for all other purposes, and neither the Maker nor the Security Trustee shall be affected by any notice to the contrary.

Anything in the Owner Security Agreement or this Owner Note to the contrary notwithstanding, it is understood and agreed that no recourse shall be had under any rule of law, statute or constitution or by the enforcement of any assessments or penalties or otherwise for the payment of the principal of or interest or premium, if any, due on this Owner Note or for any claim based herein or otherwise in respect hereof or based on or in respect of the Owner Security Agreement against (i) the Maker, the Owner Participant, or any past, present or future partner, affiliate, officer, director, agent, employee or shareholder of or in any thereof or of any partner thereof or their legal representatives, successors or assigns, or (ii) any person or party on the ground that in entering into the transactions evidenced by the Owner Security Agreement and this Owner Note, the Maker or Owner Participant was acting as an agent for the account and benefit of such person or party and that such person or party was the principal of the Maker or Owner Participant. It is expressly understood that by the acceptance of this Owner Note all such liability (a) of the Maker, or Owner Participant, or any past, present, or future partner, officer, director, shareholder, agent or employee thereof or of any director or shareholder thereof or of any

director or shareholder of any partner thereof or any of their respective legal representatives, successors or assigns, or (b) of such other person or party is and is being expressly waived and released as a condition of and as a consideration for the execution of this Owner Note and the Owner Security Agreement, and that the Payee and its successors and assigns as registered owners of this Owner Note agree to look solely to the Collateral and to the sums due and to become due under the Lease, other than Excluded Amounts (as defined in the Owner Security Agreement) for the payment of any such sum. Nothing contained herein or in the Owner Security Agreement, however, shall be taken to (i) prevent recourse to and the enforcement against the Collateral of all liabilities, obligations and undertakings contained herein and in the Owner Security Agreement and the Lease, (ii) limit, restrict, or impair the right of any such registered owner to accelerate the maturity hereof upon the occurrence of an Event of Default under the Owner Security Agreement, (iii) prevent the bringing of an action or obtaining of a judgment against the Maker or Owner Participant; provided however, that neither the Maker nor Owner Participant, nor any past, present, or future partner, officer, director or shareholder thereof or director or shareholder of any partner thereof or any of their respective legal representatives, successors or assigns or any corporation, partnership (or any partner thereof) shall have any personal liability on such judgment and the satisfaction thereof shall be limited to said Collateral and the sums due and to become due under the Lease, or (iv) prevent the bringing of an action or obtaining of a judgment to foreclose the lien of the Owner Security Agreement or otherwise realize upon the Collateral or the sums due or to become due under the Lease, including the right to proceed against Lessee under the Lease.

Neither this Owner Note nor the Owner Security Agreement shall require the payment or permit the collection of interest in excess of the maximum not prohibited by law. If herein or in the Owner Security Agreement any excess of interest in such respect is provided for or shall be adjudicated to be so provided for, neither the Maker nor its successors or assigns shall be obligated to pay such interest in excess of the maximum amount not prohibited by law, and the right to demand the payment of any such excess shall be and hereby is waived; and this provision shall control any other provision of this Owner Note or the Owner Security Agreement.

This Owner Note shall be governed by and interpreted under the laws of the State of Utah.

IN WITNESS WHEREOF, the Maker has caused this 6.22% Secured Owner Note Due 2013, to be duly executed on the date first above written.

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

By:_____
Name:
Title:

EXHIBIT B
(to Owner Security Agreement-Trust Deed)

OWNER SECURITY AGREEMENT SUPPLEMENT NO. __

OWNER SECURITY AGREEMENT SUPPLEMENT NO.__, dated December ___, 1993, between WILMINGTON TRUST COMPANY, not individually but solely as owner trustee (the "Owner") under the Trust Agreement dated as of November 2, 1993 (the "Trust Agreement") for the benefit of FIRST SECURITY BANK OF UTAH, N.A., as security trustee (the "Security Trustee") under the Owner Security Agreement-Trust Deed dated as of November 2, 1993 from the Owner to the Security Trustee (the "Owner Security Agreement").

WITNESSETH:

WHEREAS, the Owner Security Agreement provides for the execution and delivery from time to time of Owner Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Owner Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Owner Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Owner Notes, and to secure the payment of all other indebtedness which the Owner Security Agreement by its terms secures and compliance with all the terms of the Owner Security Agreement and of such Owner Notes, the Owner does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

(a) all the Items of property and equipment described in Schedule A annexed hereto;

(b) all accessories, equipment, parts and appurtenances appertaining or attached to any Items of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof remain the property of the Lessee under the Lease; and

(c) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing.

The Owner hereby binds itself, its successors and assigns, to warrant and forever defend to the Security Trustee and its successors and assigns the security interest hereby created and granted.

This Supplement shall be construed as supplemental to the Owner Security Agreement and shall form a part of it and the Owner Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of Utah, including all matters of construction, validity and performance.

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IN WITNESS WHEREOF, the Owner and the Security Trustee have caused this Owner Security Agreement Supplement No. __ to be executed, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not individually but solely as Owner Trustee, as Owner

By:_____
Its:

FIRST SECURITY BANK OF UTAH, N.A., as Security Trustee

By:_____
Its Authorized Officer

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

On this ____ day of _____, 1993, before me personally appeared _____, to be personally known, who being by me duly sworn, says that (s)he is a _____ of Wilmington Trust Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

(SEAL)

My commission expires _____

STATE OF UTAH)
) ss
COUNTY OF _____)

On this _____ day of _____, 1993, before me personally appeared _____, to be personally known, who being by me duly sworn, says that (s)he is a _____ ___of First Security Bank of Utah, N.A., that said instrument was signed on behalf of said association by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

(SEAL)

My commission expires _____

SCHEDULE A
(to Owner Security Agreement Supplement No. ___)

DESCRIPTION OF EQUIPMENT

1. One Hundred Twenty (120) new aluminum rotary dump gondola railcars made by Johnstown America Corp., revision "A" of specification X-91052.MOD dated July 30, 1992, Car Numbers EDGX 3361-3480, inclusive.

2. Together with all modifications, attachments, improvements, replacements and substitutions therefor and thereto.