

**WHEELABRATOR TECHNOLOGIES INC.**

Liberty Lane  
Hampton, NH 03842  
Tel (603) 929-3000

November 27, 1990

RECORDATION NO. 9335 FILED 1435

0-333A033

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INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee  
Room 2303  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: Recordation No. 9335 - Third Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement - Between Swindell-Dressler Leasing Company, as Debtor and Harris Trust and Savings Bank and R.G. Mason, as Security Trustees

Dear Mrs. Lee:

Enclosed you will find three originals and two copies of the above captioned document to be filed with the Interstate Commerce Commission. Please retain your necessary recording copies and return the remaining stamped copies to me in the enclosed pre-addressed Federal Express envelope. I have also enclosed a check to cover the filing fee.

If you have any questions please do not hesitate to contact me directly at (603) 929-3157. Thank you.

Sincerely,

*Dennis W. Alexander* *br*  
Dennis W. Alexander  
Vice President - Deputy General Counsel  
Wheelabrator Environmental Systems Inc.

DWA/br

Enclosures

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INTERSTATE COMMERCE COMMISSION

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THIRD SUPPLEMENT AND AMENDMENT  
TO INDENTURE OF MORTGAGE,  
ASSIGNMENT OF LEASE  
AND SECURITY AGREEMENT

Dated as of November 20, 1990

Between

SWINDELL-DRESSLER LEASING COMPANY,

as Debtor

and

HARRIS TRUST AND SAVINGS BANK

and

R. G. MASON,

as Security Trustees

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EXHIBIT A  
(to Note Agreement)

THIRD SUPPLEMENT AND AMENDMENT TO INDENTURE OF MORTGAGE,  
ASSIGNMENT OF LEASE AND SECURITY AGREEMENT

THIS THIRD SUPPLEMENT AND AMENDMENT dated as of November 20, 1990 to Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of February 1, 1978, each between SWINDELL-DRESSLER LEASING COMPANY, a Delaware corporation (the "Debtor"), whose post office address is Liberty Lane, Hampton, New Hampshire 03842, and HARRIS TRUST AND SAVINGS BANK (the "Corporate Security Trustee") and R. G. Mason (the "Individual Security Trustee") (said Corporate Security Trustee and Individual Security Trustee being hereinafter sometimes collectively referred to as the "Security Trustees"), whose post office addresses are 111 West Monroe Street, Chicago, Illinois 60690, Attention: Indenture Trust Division.

R E C I T A L S:

A. The Debtor and the Security Trustees have heretofore entered into that certain Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of February 1, 1978, as supplemented and amended by the First Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of July 1, 1978 and the Second Supplement and Amendment to Indenture of Mortgage, Assignment of Lease and Security Agreement dated as of March 15, 1979 (said Indenture as so supplemented and amended being hereinafter collectively referred to as the "Original Indenture"), as security for the payment in full of all principal of and interest on the 9%, Secured Notes due 1979-1998 of the Debtor in an aggregate principal amount not exceeding \$18,542,000, and the 7-3/4% Interim Notes due September 30, 1978 of the Debtor in an aggregate principal amount not exceeding \$11,542,000, outstanding at any one time, the 9.875% Secured Notes, Series A, due 1979-1999 in an aggregate principal amount not exceeding \$11,454,300 (the "1978 Series A Notes") and the 9.875% Secured Notes, Series B, due 1980-2000 in an aggregate principal amount not exceeding \$1,501,500 (the "1979 Series B Notes"), said 1979 Series B Notes and 1979 Series A Notes being hereinafter collectively referred to as the "1979 Notes") of the Debtor.

B. The Original Indenture as supplemented and amended by the Third Supplement and Amendment is hereinafter called the "Indenture"; and terms not otherwise defined herein shall have the respective meanings assigned thereto in the Indenture.

C. All of the requirements of law have been fully complied with and all other acts and things necessary to make this Third Supplement and Amendment a valid, binding and legal instrument to secure the indebtedness Secured by the indenture have been done and performed.

NOW, THEREFORE, the Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Security Trustees and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest on the notes according to their tenor and effect, and to secure the payment of all other Indebtedness Secured by the Indenture and the performance and observance of all the covenants and conditions contained in the Notes, the Indenture, the Loan Agreement, and the Note Agreements, has granted, bargained, sold, transferred, conveyed, mortgaged, assigned, pledged and hypothecated unto the Security Trustees, their successors in trust and assigns, forever, and granted to the Security Trustees, their successors in trust and assigns, forever, a security interest in, and does hereby grant, bargain, sell, transfer, convey, mortgage, assign, pledge and hvpothecate unto the Security Trustees, their successors in trust and assigns, forever, and grants to the Security Trustees, their successors in Trust and assigns, forever, a security interest in, all and singular the following described properties, rights, interest and privileges and the proceeds thereof (hereinafter sometimes referred to as the "mortgaged property").

#### DIVISION I

The Land described in Exhibit A attached to the Original Indenture and made a part thereof.

#### DIVISION II

All the right, title and interest of the Debtor in the appurtenances, privileges, rights-of-way, rights, licenses and easements appertaining or belonging to the Land upon which the Facilities are Located, including, without limitation, those certain Easements described in Exhibit A attached to the Original indenture and made a part thereof.

#### DIVISION III

All right, title and interest of the Debtor in all building structures and improvements, together with all appurtenances thereto, and all heating, sprinkler and electric light systems, boilers, plumbing tracks, tanks and switches and other machinery and equipment used or useful, by the Debtor which are classified as fixtures and a part of the freehold under applicable laws whether such right, title and interest is now owned or hereafter acquired and which are located on the property described in Division I or Division II of the granting clauses of the Original Indenture.

#### DIVISION IV

The Facilities, as the same are now and will hereafter be constituted, whether now owned by the Debtor or hereafter acquired, leased or to be leased under the Facilities Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to the Facilities, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said Facilities, together with all the rents, issues, income, profits and avails thereof.

#### DIVISION V

The Equipment, as the same is now and will hereafter be constituted, whether now owned by the Debtor or hereafter acquired, leased or to be leased under the Equipment Lease, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, together with all the rents, issues, income, profits and avails thereof.

#### DIVISION VI

All right, title, interest, claims and demands of the Debtor as lessor in, to and under the Leases, including all extensions of the terms of the Leases, together with all rights, powers, privileges, options and other benefits of the Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable to or receivable by the lessor under the Leases pursuant thereto, and the right to make all waivers and agreements, to give and receive duplicate copies of all notices and other instruments or communications, to take such action upon the occurrence of an Event of Default under either of the Leases, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by such Leases or by law, and to do any and all other things whatsoever which the Debtor or any lessor is or may be entitled to do under such Leases; it being the intent and purpose hereof that the assignment and transfer to the Security Trustees of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Security Trustees shall have the right to collect and receive said rents and other sums for application in accordance with the provisions of Section 5 of the Original Indenture at all times during the period from and after the date of the Indenture until the Indebtedness Secured by the Indenture has been fully paid and discharged.

## DIVISION VII

All right, title, interest, claims and demands of the Debtor in, to and under (i) the Assignment, (ii) the SPS Guaranty, (iii) the Subordination Agreement and (iv) the Master Coal Service Agreement and all sums due and to become due thereunder (including, without limitation, the Service Fee Payments as defined in the Master Coal Service Agreement), together with all rights, powers, privileges, licenses, easements, options and other benefits of the Debtor under each thereof, including, without limitation, the right to make all waivers and agreements, to give and receive duplicate copies of all notices and other instruments or communications, to take such action upon the occurrence of a default thereunder, including the commencement, conduct and consummation of legal, administrative or other proceedings as shall be permitted thereby or by law, and to do any and all other things which the Debtor is or may be entitled to do thereunder, it being the intent and purpose hereof that the assignment and transfer to the Security Trustees of said rights, powers, privileges, licenses, easements, options and benefits shall be effective and operative immediately and shall continue in full force and effect at all times during the period from and after the date of the Indenture until the Indebtedness Secured by the Indenture has been fully paid and discharged.

SUBJECT, HOWEVER, to (a) the interest of the Lessee under the Leases, and (b) any other Permitted Encumbrances referred to in Section 1 of the Original Indenture.

TO HAVE AND TO HOLD the mortgaged property unto the Security Trustees, their successors and assigns, forever; IN TRUST NEVERTHELESS upon the terms and trust herein set forth, for the equal and proportionate benefit, security and protection of all present and future holders of the Notes outstanding (i) under the Loan Agreement and hereunder from and after the issuance of the Interim Note so long as such Note shall remain outstanding, (ii) under the Note Agreement and hereunder from and after the issuance of the 9% Notes, and (iii) under the 1979 Note Agreements and hereunder from and after the issuance of the 1979 Notes, without preference, priority or distinction of any Notes over any other Notes 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 the Debtor shall pay or cause to be paid all the Indebtedness Secured by the Indenture and shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Loan Agreement and the Note Agreements and the Notes contained, then these presents and the estate hereby granted and conveyed shall cease and the Indenture shall become null and void; otherwise the Indenture shall remain in full force and effect.

SECTION 1. AMENDMENTS.

1.1. Exhibit B to the Original Indenture is hereby amended by deletion of certain destroyed cars and the addition of certain new cars to replace those deleted, which deletions and additions are incorporated into the amended and restated Exhibit B to the Original Indenture, which is attached hereto.

SECTION 2. TITLE TO MORTGAGED PROPERTY.

The Debtor has the right, power and authority to grant a lien and security interest in the mortgaged property to the Security Trustees for the uses and purposes herein set forth, and the Debtor will warrant and defend the title to the mortgaged property against all claims and demands of Persons claiming by, through or under the Debtor (excepting only Permitted Encumbrances).

SECTION 3. INCORPORATION OF ORIGINAL INDENTURE.

All of the covenants, warranties and agreements on the part of the Debtor which are set forth in, and all the rights, privileges, powers and immunities of the Security Trustees which are provided for in the Original Indenture, are incorporated herein and shall apply with the same force and effect as though set forth at length in this Third Supplement and Amendment.

SECTION 4. SUPPLEMENTAL INSTRUMENT.

This instrument, is executed as and shall constitute an instrument supplemental to the Original Indenture, and shall be construed in connection with and as a part of the Original Indenture. Whenever in any Note Agreement, the Original Indenture, the Assignment, the Equipment Lease, the Facilities Lease or any other certificate, letter, notice or other instrument reference is made to "the Indenture" or "this Indenture", such reference without more shall include reference to this Third Supplement and Amendment.

SECTION 5. RATIFICATION OF ORIGINAL INDENTURE.

Except as modified and expressly amended by this Third Supplement and Amendment, the Original indenture is in all, respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

SECTION 6. COUNTERPARTS

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

IN WITNESS WHEREOF, the Debtor has caused this Third Supplement and Amendment to be executed, and Harris Trust and Savings Bank, in evidence of its acceptance of the Trusts hereby created, has caused this Third Supplement and Amendment to be executed on its behalf by one of its Vice Presidents and its corporate seal to be hereunder affixed, and said seal and this Third Supplement and Amendment to be attested by one of its Assistant Secretaries, and R. G. Mason, in token of his acceptance of the Trusts hereby created, has hereunto set his hand all as of the day and year first above written.

SWINDELL-DRESSLER LEASING COMPANY

BY [Signature]  
Its V. P.

DEBTOR

ATTEST:

[Signature]  
Its Assistant Secretary

HARRIS TRUST AND SAVINGS BANK

BY [Signature]  
Its VICE PRESIDENT

ATTEST:

[Signature]  
Its ASSISTANT SECRETARY

CORPORATE SECURITY TRUSTEE

[Signature]  
R. G. MASON

INDIVIDUAL SECURITY TRUSTEE

STATE OF NEW HAMPSHIRE )  
 ) SS  
COUNTY OF ROCKINGHAM }

BEFORE ME, the undersigned authority, on this day personally appeared CENNIS W. ALLANDE, Vice President, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal office, this 27th day of Nov., A.D. 1990.

Barbara Rindfleisch  
Notary Public in and for  
Rockingham County, New Hampshire

My Commission expires:  
BARBARA RINDFLEISCH, Notary Public  
My Commission Expires May 23, 1995

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK }

BEFORE ME, the undersigned authority, on this day personally appeared J. BARTOLINI, VICE PRESIDENT, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal office, this 28th day of November, A.D. 1990.

J. Muzquiz  
Notary Public in and for  
Cook County, Illinois

My Commission expires:

"OFFICIAL SEAL"  
T. Muzquiz  
Notary Public, State of Illinois  
My Commission Expires 7/12/93



DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Type of Car</u>	<u>Specification</u>	<u>Number of Cars</u>	<u>Car Numbers</u>	<u>Delivery</u>
Ortner Freight Car Company	3850 cu. ft. capacity coal "Rapid Discharge" coal hopper rail-road cars	Ortner Freight Car Company No. OCN 1130 10-73 dated October 1, 1973 and supplement #1 dated February 5, 1974	120	SDEX 10001 to SDEX 10009, both inclusive;	10/1/75 Gillette, WY
				" 10011 to " 10015, " " ;	
				" 10018 to " 10025, " " ;	
				" 10027 to " 10030, " " ;	
				" 10032;	
				" 10034 to SDEX 10094, both inclusive;	
				" 10096 to " 10097, " " ;	
				" 10099 to " 10102, " " ;	
				" 10104 to " 10128, " " ; and,	
				" 10130	
Ortner Freight Car Company	3850 cu. ft. capacity coal "Rapid Discharge" coal hopper rail-road cars	Ortner Freight Car Company No. OC 586	91	SDEX 10261 to SDEX 10262, both inclusive;	8/30/78 Gillette, WY
				" 10264 to " 10273, " " ;	
				" 10275 to " 10284, " " ;	
				" 10287 to " 10294, " " ;	
				" 10296 to " 10297, " " ;	
				" 10299 to " 10311, " " ;	
				" 10313 to " 10320, " " ;	
				" 10322;	
				" 10324 to SDEX 10326, both inclusive;	
				" 10328 to " 10336, " " ;	
				" 10341;	
				" 10343;	
				" 10345 to SDEX 10347, both inclusive;	
				" 10349;	
				" 10351 to SDEX 10358, both inclusive;	
" 10361 to " 10365, " " ;					
" 10367 to " 10372.					
Pullman Incorporated (Pullman-Standard Division)	100-ton capacity quadruple open top, double automatic discharge door "Standard T-16" coal hopper rail-road cars	Pullman Incorporated (Pullman Standard Division) No. 3628	122	SDEX 10131 to SDEX 10156, both inclusive;	8/30/78 Gillette, WY
				" 10158 to " 10167, " " ;	
				" 10169 to " 10172, " " ;	
				" 10174 to " 10188, " " ;	
				" 10190 to " 10193, " " ;	
				" 10195 to " 10231, " " ;	
				" 10233 to " 10237, " " ;	
				" 10239 to " 10255, " " ;	
				" 10257 to " 10260.	

EXHIBIT B  
(to Indenture of Mortgage, Assignment)

DESCRIPTION OF EQUIPMENT (CONTINUED)

<u>Manufacturer</u>	<u>Type of Car</u>	<u>Specification</u>	<u>Number of Cars</u>	<u>Car Numbers</u>	<u>Delivery</u>
Ortner Freight Car Company	3850 cu. ft. capacity coal "Rapid Discharge" coal hopper cars	Manufacturer's Specification No. OC 586	20	SDEX 10638 to SDEX 10648, both inclusive. " 10650 to " 10658.	12/30/80 Gillette, WY
Trinity Industries Inc.	3850 cu. ft. capacity "Rapid Discharge" coal hopper cars	Manufacturer's Specification No. HK-4074-A Drawing EX-677 dated April 12, 1990	45	SDEX 10659 to SDEX 10703, both inclusive.	11/15/90 Guernsey, WY
Pullman Incorporated (Pullman-Standard Division)	100-ton capacity quadruple open top, double automatic discharge door "Standard T-16" coal hopper cars	Manufacturer's Specification No. 1026 dated February 1, 1979, as revised	232	SDEX 10373 to SDEX 10376, both inclusive; " 10378; " 10381 to SDEX 10392, both inclusive; " 10394 to " 10399, " " ; " 10401 to " 10407, " " ; " 10409 to " 10427, " " ; " 10431 to " 10435, " " ; " 10437 to " 10438, " " ; " 10440 to " 10445, " " ; " 10447 to " 10448, " " ; " 10450 to " 10457, " " ; " 10459 to " 10462, " " ; " 10464 to " 10470, " " ; " 10472 to " 10479, " " ; " 10481 to " 10484, " " ; " 10486 to " 10488, " " ; " 10490 to " 10492, " " ; " 10494 to " 10506, " " ; " 10508 to " 10514, " " ; " 10516; " 10518 to SDEX 10520, both inclusive; " 10522 to " 10540, " " ; " 10542 to " 10565, " " ; " 10567 to " 10597, " " ; " 10600 to " 10601, " " ; " 10603; " 10605 to SDEX 10618, both inclusive; " 10620 to " 10621, " " ; " 10623 to " 10631, " " ; " 10633 to " 10637. " " ;	7/31/79 Alliance, NB

EXHIBIT B  
(to Indenture of Mortgage, Assignment)  
(continued)