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

To

STATE STREET BANK AND TRUST COMPANY,
as Indenture Trustee

INDENTURE OF TRUST, MORTGAGE, ASSIGNMENT OF LEASE,
SECURITY AGREEMENT AND FIXTURE FILING

Dated as of January 15, 1995

\$11,126,780 Reset Rate Secured Bonds, Series A,
Due October 1, 2002,
\$8,181,350 Reset Rate Secured Bonds, Series B,
Due October 1, 2002,
\$11,314,420 Reset Rate Secured Bonds, Series C,
Due October 1, 2002
and
\$10,334,420 Reset Rate Secured Bonds, Series D,
Due October 1, 2002

The maximum aggregate principal amount of the Indebtedness
secured by this Indenture is \$40,956,970

Prepared By,
Record and Return to:
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Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

Inst # 1995-03030

02/03/1995-03030
09:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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**INDENTURE OF TRUST, MORTGAGE, ASSIGNMENT OF LEASE,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS INDENTURE OF TRUST, MORTGAGE, ASSIGNMENT OF LEASE, SECURITY AGREEMENT AND FIXTURE FILING dated as of January 15, 1995 (as supplemented and amended, this "*Indenture*") is between WILMINGTON TRUST COMPANY, a Delaware corporation, having its principal corporate office at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration, not in its individual capacity except as otherwise specifically set forth herein (when acting in such individual capacity called the "*Trust Company*"), and otherwise solely as owner trustee under the Trust Agreement referred to below (in such capacity, the "*Owner Trustee*"), and STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company, having its principal corporate trust office at 225 Franklin Street, Boston, Massachusetts 02110, Attention: Corporate Trust Department, as indenture trustee (the "*Indenture Trustee*").

RECITALS

All capitalized terms used herein shall have the meanings ascribed thereto in §1.01.

The Owner Trustee and the Owner Participant have entered into the Trust Agreement whereby, among other things, the Owner Trustee has declared a certain trust for the use and benefit of the Owner Participant, subject, however, to the Lien of this Indenture, and the Owner Trustee is authorized and directed to execute and deliver and perform this Indenture.

Simultaneously with the execution of this Indenture, the Owner Trustee will acquire from (a) the Tenant all of its right, title and interest in and to Premises 100, Premises 300 and Premises 500 and (b) the Seller all of its right, title and interest in and to Premises 1200, all subject to Permitted Exceptions, as contemplated by the Participation Agreement. Such interest of the Owner Trustee constitutes the entire fee interest in the Premises, subject to Permitted Exceptions.

Simultaneously with the execution of this Indenture, the Owner Trustee is entering into a Lease dated as of the date hereof with the Tenant (the "*Lease*"), providing for the lease to the Tenant of the Premises, subject to Permitted Exceptions, pursuant to which the Tenant is required to make rent payments in respect of Premises 100, Premises 300, Premises 500 and Premises 1200 on, among other dates, each Bond Payment Date in an amount at least equal to the Debt Service Payment for the Series A Bonds, the Series B Bonds, the Series C Bonds and the Series D Bonds, respectively, due on such date and to make additional payments as provided therein.

The Lease or a memorandum thereof will be duly recorded in the Office of the Judge of Probate of Shelby County, Alabama and reference may be made to the Lease for the terms and conditions of the Lease and obligations of the parties thereto.

The Owner Trustee has entered into the Participation Agreement dated the date hereof with the Owner Participant, the Tenant, the Indenture Trustee and the initial Loan

Participants (the "*Participation Agreement*"), providing, among other things, for the commitment of the initial Loan Participants to purchase the Reset Rate Secured Bonds, Series A, due October 1, 2002 of the Owner Trustee (the "*Series A Bonds*") in an aggregate principal amount not to exceed \$11,126,780, the Reset Rate Secured Bonds, Series B, due October 1, 2002 of the Owner Trustee (the "*Series B Bonds*") in an aggregate principal amount not to exceed \$8,181,350, the Reset Rate Secured Bonds, Series C, due October 1, 2002 of the Owner Trustee (the "*Series C Bonds*") in an aggregate principal amount not to exceed \$11,314,420 and the Reset Rate Secured Bonds, Series D, due October 1, 2002 of the Owner Trustee (the "*Series D Bonds*", said Series D Bonds together with the Series A Bonds, the Series B Bonds and the Series C Bonds are hereinafter referred to collectively as the "*Initial Bonds*") in an aggregate principal amount not to exceed \$10,334,420. The Initial Bonds, together with any Improvement Bonds issued pursuant to §2.01, are hereinafter referred to collectively as the "*Bonds*".

In order to provide security for the Bonds, the Owner Trustee is entering into this Indenture with the Indenture Trustee.

The Owner Trustee has approved and duly and validly authorized execution and delivery of this Indenture and the issuance of the Initial Bonds.

The fully registered Series A Bonds, Series B Bonds, Series C Bonds and Series D Bonds without coupons to be issued hereunder and the Certificate of Authentication to be endorsed on such Bonds (and on any Improvement Bonds) are all to be in substantially the form of Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4, respectively, hereto.

All things necessary to make the Initial Bonds, when executed by the Owner Trustee and authenticated by the Indenture Trustee and delivered as provided in this Indenture, the valid, binding and legal obligations of the Owner Trustee according to the import thereof, and to constitute this Indenture a valid Lien on and security interest in the Indenture Estate (as hereinafter defined) and a valid pledge and assignment of the Rent and other sums herein described in accordance with the terms hereof, have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of such Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THE PARTIES HERETO FURTHER DECLARE:

GRANTING CLAUSES

In consideration of the premises, the acceptance by the Indenture Trustee of the trusts, created hereby, the purchase and acceptance of the Initial Bonds by the initial Loan Participants thereof and of the sum of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the equal and pro rata payment by the Owner Trustee, the Owner Participant or the Tenant of the principal of, Yield Maintenance Premium, if any, and interest on or in respect of, all Bonds Outstanding hereunder from time to time according to their tenor and effect, and all other

sums payable to the initial Loan Participants and the other Bondholders under the Operative Documents and in order to secure the performance and observance of all covenants, agreements and provisions by the Owner Trustee, the Owner Participant and the Tenant for the benefit of the initial Loan Participants and any other Bondholders contained herein and in the other Operative Documents, and to declare the provisions upon and subject to which the Bonds are to be issued, authenticated, delivered and secured, the Owner Trustee has executed and delivered this Indenture and certain other agreements referred to herein to which it is a party, and by this Indenture does hereby grant, bargain, sell, convey, release, assign, warrant, transfer, mortgage, pledge, give, set over and create a security interest in and confirm unto the Indenture Trustee and to its successors in trust hereunder and assigns forever, for the benefit of the initial Loan Participants and any other Bondholders all the estate, right, title and interest of the Owner Trustee in, to and under any and all of the following described property, rights and privileges and all proceeds and products thereof, additions and accessions thereto, and replacements and substitutions therefor (the "*Indenture Estate*");

GRANTING CLAUSE FIRST

A. The parcels of land situated in the City of Birmingham, County of North Shelby, State of Alabama comprised of the land consisting of approximately 31.715 acres described in Exhibit B attached hereto and made a part hereof (the "*Land*");

B. The Buildings, structures, parking lots, landscaping and other improvements of any kind or nature now or hereafter attached to or located on the Land including, without limitation, all Alterations, and the foundations and footings thereof and all fixtures, including, without limitation, all furnaces, boilers, machinery, engines, motors, compressors, elevators, escalators, fittings, pipings, connectives, conduits, ducts, partitions, equipment and apparatus of every kind and description now or hereafter affixed or attached to any Building or any such structures or improvements located on the Land and all Alterations thereto (the Buildings and other property described in this subparagraph B collectively called the "*Improvements*");

C. All of the Owner Trustee's right, title and interest, if any, in and to the reversions, remainder or remainders, in and to the Land and together with the entire interest, if any, of the Owner Trustee in and to all and singular, the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to the Land, belonging or in anywise appertaining thereto, including, without limitation, the entire right, title and interest of the Owner Trustee in, to and under any streets, ways, alleys, gores or strips of land adjoining the Land and all claims or demands whatsoever of the Owner Trustee either at law or in equity, in possession or expectancy, of, in and to the Land.

It being the intention of the parties hereto that, so far as may be permitted by Law, all property of the character hereinabove described, which is now owned or is hereafter acquired by the Owner Trustee is affixed or attached or annexed to the Land, shall be and remain or become and constitute a portion of the Land and the security covered by and subject to the Lien of this Indenture, together with all accessions, parts and appurtenances

appertaining or attached thereto and all substitutions, renewals or replacements of or additions, improvements, accessions and accumulations to any and all thereof, and together with all rents, income, revenues, awards, issues and profits thereof (including, without limitation, all the deposits of money as advanced Rent or for security), and the present and continuing right, if any, to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, awards, issues and profits arising therefrom or in connection therewith other than Excepted Payments and Rights.

GRANTING CLAUSE SECOND

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Granting Clause First or any part thereof or any Improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from a Governmental Authority at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the Improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets.

GRANTING CLAUSE THIRD

Any and all other property that may from time to time, by delivery or by writing of any kind, be subjected to the Lien hereof by the Owner Trustee or by anyone on its behalf or with its consent, or which may come into the possession or be subject to the control of the Indenture Trustee pursuant to this Indenture, any such property hereafter acquired by the Owner Trustee being hereby assigned to the Indenture Trustee and subjected to the Lien of this Indenture forthwith upon the acquisition thereof by the Owner Trustee, as fully as if such property were now owned by the Owner Trustee and were specifically described in this Indenture and subjected to the Lien hereof; and the Indenture Trustee is hereby authorized to receive any and all such property as and for additional security hereunder.

GRANTING CLAUSE FOURTH

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to the Owner Trustee and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause First or any part thereof.

GRANTING CLAUSE FIFTH

Any and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including without limitation, all payments and proceeds of insurance and condemnation awards.

GRANTING CLAUSE SIXTH

The Lease, the RII Guarantee and, after the occurrence of WMX Effective Date, the WMX Guarantee, and all of the Owner Trustee's estate, right title, interest, claim and demand as landlord or obligee, as the case may be, in, to and under the Lease and the Guarantees, including all extensions and renewals of the term thereof, and all existing or future amendments, supplements or modifications of the Lease and the Guarantees (and to any short form memorandum of the Lease executed for recording purposes), together with all rights, powers, privileges, options and other benefits of the Owner Trustee as landlord under the Lease and as obligee under the Guarantees, including, without limitation, (a) the immediate and continuing right (whether or not an Indenture Event of Default shall have occurred and be continuing) to receive and collect all Rent (whether as Fixed Rent, Additional Rent, payments pursuant to Articles XI and XIII and §12.0(e) of the Lease, Yield Maintenance Premium payments, Stipulated Loss Value payments or otherwise), income, revenues, issues, profits, insurance proceeds, condemnation awards, bankruptcy claims, liquidated damages, purchase price proceeds and avails other payments, tenders and security payable to or receivable by the Owner Trustee as landlord under the Lease; (b) if the Tenant exercises any right, or shall be required, to purchase the Premises or the Owner Trustee's interest therein, or any portion thereof, the right and power (such power and right being coupled with any interest) to execute and deliver as agent and attorney-in-fact of the Owner Trustee, as landlord under the Lease, an appropriate deed or other instruments of transfer necessary or appropriate for the conveyance and transfer to the purchaser of the Premises or the portion thereof being so purchased, and all interest of the landlord therein and to perform in the name and for and on behalf of the landlord, as such agent and attorney-in-fact, any and all other necessary or appropriate acts with respect to any such purchase, conveyance and transfer; (c) the right of the Owner Trustee to give and withhold all waivers, consents, modifications, amendments and agreements under or with respect to the Lease and the Guarantees; (d) the right of the Owner Trustee to give and receive copies of all notices and other instruments or communications under or with respect to the Lease and the Guarantees; (e) the right of the Owner Trustee to take such action under the Lease upon the occurrence of a Lease Event of Default, including the commencement, conduct and consummation of legal, administrative or other proceedings as shall be permitted by the Lease or by Law; (f) the right to do any and all other things whatsoever which the Owner Trustee or any landlord or tenant is or may be entitled to do under the Lease and (g) the immediate and continuing right (whether or not an Indenture Event of Default shall have occurred and be continuing) to receive and collect any and all payments receivable by the Owner Trustee under the Guarantees, in each case other than Excepted Payments and Rights.

GRANTING CLAUSE SEVENTH

All of the Owner Trustee's estate, right, title, interest, claim and demand as assignee in, to and under the Collateral Assignment of Rents and Leases between the Tenant and the Owner Trustee and each and every other assignment of rents and leases agreement (the "*Assignments of Lease*") from the Tenant to the Owner Trustee in respect of leases with existing tenants in the Building on Premises 1200 and any sublease assigned to the Owner Trustee from time to time pursuant to Article X of the Lease, together with all rights, powers, privileges, options and other benefits of the Owner Trustee as assignee under the Assignments of Lease.

GRANTING CLAUSE EIGHTH

All property (together with Alterations thereto) described in Exhibit C attached hereto and made a part hereof, together with all accessories, equipment, parts and appurtenances appertaining or attached or otherwise affixed to any of such property, or any part or portion thereof, whether now owned or hereafter acquired by the Owner Trustee, and all substitutions, renewals or replacements of, and additions, improvements, accessions and accumulations to, such property, together with all rents, issues, income, profits and avails therefrom and the proceeds thereof.

GRANTING CLAUSE NINTH

Any and all moneys and other property which from time to time are deposited or required to be deposited in any fund established under this Indenture and all other moneys or other property which are deposited or are required to be deposited with, or are held or required to be held by or on behalf of, the Indenture Trustee in trust under any of the provisions of this Indenture and any other right, title and interest which at such time is subject to the Lien of this Indenture.

GRANTING CLAUSE TENTH

Any and all contracts and agreements now existing or hereafter entered into, if any, relating to or involving the performance of any work, the rendering of any services, the supply of any equipment, machinery or materials or the conduct of operations, in any case with respect to the Premises, and any and all warranties and indemnities pursuant to any thereof (collectively, the "*Contracts*"); and any right of the Owner Trustee to renew, amend, modify, cancel or terminate any of the Contracts or to accept a surrender thereof or release any Person from liability thereunder or waive any provision thereof or provide any consent thereunder without, in each case, first obtaining the written consent of the Indenture Trustee; excepting from this Granting Clause Tenth any Contract which is as a matter of Law not assignable as security (including any which is not assignable as security absent the approval, concurrence or consent of another Person, unless and until such approval, concurrence or consent shall be obtained); *provided* that the Grant made by this Granting

Clause Tenth shall not impair or diminish any obligation of the Owner Trustee under any of the Contracts, nor shall any such obligations be imposed upon the Indenture Trustee.

GRANTING CLAUSE ELEVENTH

Any and all products, accessions, profits and proceeds derived from or relating to any of the foregoing property listed above in Granting Clause First through Tenth, inclusive.

BUT EXCLUDING from the Indenture Estate any and all Excepted Payments and Rights now existing or hereinafter arising; AND SUBJECT to the provisions of Article VI hereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD all and singular the Indenture Estate whether now owned or hereafter acquired unto the Indenture Trustee, its successors in trust hereunder and assigns, forever, with power of sale, for the equal and ratable benefit and security of the Bonds from time to time Outstanding hereunder, without preference, priority or distinction of any thereof over any other by reason of difference in time of issuance, sale, authentication, delivery or otherwise, and in order to secure the payment by the Owner Trustee, the Owner Participant or the Tenant of the principal of, Yield Maintenance Premium, if any, and interest on, all Bonds Outstanding hereunder from time to time, according to their tenor and effect, and all other sums payable to the initial Loan Participants and the other Bondholders under the Operative Documents and in order to secure the observance and performance of the covenants, agreements and provisions by the Owner Trustee, the Owner Participant and the Tenant for the benefit of the initial Loan Participants and any other Bondholders contained herein and in the other Operative Documents, and for the other uses and purposes and subject to the terms and provisions set forth in this Indenture.

PROVIDED, HOWEVER, that if the Owner Trustee, its successors or assigns, (a) shall pay or cause to be paid the principal of, Yield Maintenance Premium, if any, and interest on the Bonds at the times and in the manner mentioned in the Bonds for the payment thereof, (b) shall perform and observe all the covenants to be performed and observed by it hereunder, and (c) shall pay or cause to be paid to the Bondholders all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall be and remain in full force and effect.

THIS INDENTURE WITNESSETH, that all the Bonds are to be authenticated and delivered and the Indenture Estate is to be held and applied by the Indenture Trustee subject to the further covenants, conditions and trusts hereinafter set forth, and the Owner Trustee does hereby agree and covenant with the Indenture Trustee for the equal and proportional benefit of the respective initial Loan Participants and any other Bondholders, and the Indenture Trustee hereby accepts and agrees to accept and discharge such trusts from time to time of the said Bonds or any part thereof, as follows:

It is expressly agreed that anything herein contained to the contrary notwithstanding, the Owner Trustee shall remain liable under the Operative Documents to which it is a party to perform all of the obligations assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and none of the Indenture Trustee, the initial Loan Participants or any other Bondholders shall have any obligation or liability under any thereof by reason of or arising out of the assignment hereunder, nor shall the initial Loan Participants or any other Bondholders be required or obligated in any manner to perform or fulfill any obligations of the Owner Trustee under or pursuant to any of the Operative Documents to which either of them is a party, except as therein or herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by either of them, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to either of them or to which either of them may be entitled at any time or times.

The Owner Trustee does hereby warrant and represent that (except as permitted herein) it has not assigned or pledged any of its right, title and interest hereby mortgaged or assigned to anyone other than the Indenture Trustee.

The Owner Trustee does hereby ratify and confirm each Operative Document to which it is a party and does hereby agree that (except as permitted herein) it will not take any action, the taking of which would result in an alteration or impairment of any of the Operative Documents to which it is a party or of any of the rights created by any thereof or the assignment hereunder.

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 1.01. Definition of Terms. Capitalized terms used in this Indenture and not otherwise defined shall have the meanings assigned thereto in Appendix A to the Participation Agreement. In addition, the following terms have the following meanings:

"Agreed Portion of Excess Net Condemnation Proceeds" shall have the meaning ascribed to such term in §11.1(d) of the Lease.

"Authorized Representative" shall mean (a) in the case of the Owner Participant or the Tenant, any of the President, Treasurer or any Vice President of such entities, (b) in the case of the Indenture Trustee or the Owner Trustee, any officer in the corporate trust department thereof duly authorized to execute (and, in the case of the Indenture Trustee, to authenticate) any Operative Document or any certificate or document contemplated thereby and (c) in the case of any of such entities, such additional Persons as, at the time, are designated to act on behalf of any of them by written certificate furnished to each other entity containing the specimen signature of each such additional Person and signed on behalf of such entity by any of its Authorized Representatives described in the foregoing clauses (a), (b) and (c).

"Bond Registrar" shall mean the Indenture Trustee.

"Bondholder" shall mean the registered owner of any Bond as shown on the registration books maintained by the Bond Registrar pursuant to this Indenture.

"Bonds" shall have the meaning ascribed to such term in the recitals hereto.

"Certificate of Authentication of the Indenture Trustee" and *"Trustee's Certificate of Authentication"* shall mean the certificate executed by an authorized officer of the Indenture Trustee certifying the due authentication of the Bonds in the aggregate principal amount thereof as set forth in Article II hereof.

"Debt" shall mean any liability for borrowed money or any liability for the payment of money in connection with any letter of credit transaction, or other liabilities to be evidenced by bonds, debentures, notes or other similar instruments.

"Excepted Payments and Rights" shall mean (a) indemnities payable by the Tenant under the Operative Documents to the Owner Trustee or the Owner Participant (including without limitation all amounts payable under §8.01 and §8.02 of the Participation Agreement or under the Tax Indemnity Agreement or the Trust Agreement), (b) proceeds of public liability insurance (or any similar payment from a Governmental Authority) maintained in accordance with §4.0(a)(ii) of the Lease payable directly to, or as a result of losses suffered by, the Owner Trustee or the Owner Participant, (c) proceeds of any insurance carried or maintained by or for the benefit of the Owner Trustee or the Owner Participant in excess of that required to be maintained by the Tenant under §4.0 of the Lease, (d) Transaction Costs paid or payable directly to the Owner Trustee or the Owner Participant pursuant to §11.09 of the Participation Agreement, (e) payments of Additional Rent by the Tenant in respect of any amounts referenced in the preceding clauses (a) through (d), (f) all rights of the Owner Trustee or the Owner Participant, but not to the exclusion of the Indenture Trustee, at all times to (1) receive all notices, certificates, opinions of counsel, and other documents or information to be furnished to the Owner Trustee or the Owner Participant under any of the Operative Documents and (2) to inspect the Premises and all books and records relating thereto, (g) the right of the Owner Trustee to adjust Basic Rent and Stipulated Loss Value as provided in §28.0 of the Lease, (h) all rights of the Owner Trustee or the Owner Participant to maintain insurance in accordance with the requirements of §4.0(d) of the Lease, (i) so long as no Lease Event of Default or Indenture Event of Default has occurred and is continuing, the right of the Owner Trustee, together with the Indenture Trustee to enter into, execute and deliver amendments, modifications, waivers and consents in respect of any provision of the Lease, (j) if a Lease Event of Default has occurred and is continuing, so long as no Indenture Event of Default has occurred and is continuing (other than an Indenture Event of Default arising under §8.01(b) of this Indenture), the right of the Owner Trustee, together with the Indenture Trustee, to enter into, execute and deliver amendments, modifications, waivers and consents in respect of Articles III, IV, V, VI and VIII of the Lease, (k) all rights of the Owner Participant under the Tax Indemnity Agreement and the Rust Letter, and (l) all rights of the Owner Trustee and the Owner Participant under the Lease to (1) demand, collect, or

otherwise obtain all amounts from the Tenant due the Owner Trustee or the Owner Participant, respectively, in respect of Excepted Payments and Rights, and (2) enter into, execute and deliver amendments, modifications, waivers and consents in respect of Excepted Payments and Rights, *provided* that the right excepted and reserved by clause (1) (1) shall not be deemed to include the exercise of any remedies provided for in Article XIII of the Lease, except that the Owner Trustee and the Owner Participant may proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Tenant of the applicable covenants and terms of Excepted Payments and Rights or to recover damages for the breach thereof but not to terminate the Lease.

"Form of Series A Bond" shall mean the form of bond attached as Exhibit A-1 hereto.

"Form of Series B Bond" shall mean the form of bond attached as Exhibit A-2 hereto.

"Form of Series C Bond" shall mean the form of bond attached as Exhibit A-3 hereto.

"Form of Series D Bond" shall mean the form of bond attached as Exhibit A-4 hereto.

"Governmental Rules" shall mean all Governmental Actions and all Laws.

"Grant" shall mean grant, convey, release, warrant, mortgage, assign, create a security interest in, bargain, sell, pledge, give, transfer and set over.

"Improvement Bonds" shall have the meaning ascribed to such term in §2.01 hereof.

"Indenture Estate" shall have the meaning ascribed to such term in the Granting Clauses of this Indenture.

"Indenture Event of Default" shall mean any of the events specified in §8.01 hereof.

"Interest Rate Reset Reduction" with respect to any Series of Bonds shall mean the reduction of the Reset Rate of such series of bonds to 8.76% per annum from 8.96% per annum.

"Lease Term" shall mean the duration of the leasehold estate created in the Lease as specified in Article I of the Lease.

"Majority in Interest of Holders of Bonds" shall mean the holders of a majority of the aggregate unpaid principal amount of all Bonds Outstanding under this Indenture at the time of any such determination.

"Non-U.S. Person" shall mean any Person other than (a) a citizen or resident of the United States of America, (b) a corporation, partnership or other entity created or organized under the Laws of the United States or any political subdivision thereof or therein or (c) an estate or trust that is subject to United States Federal income taxation regardless of the source of its income.

"Overdue Rate" shall mean the rate per annum equal to two percentage points above the Reset Rate for such Bond.

"Prepayment Date" shall mean, when used with respect to a Bond, any date on which any of the principal amount thereof is payable prior to the final maturity date thereof.

"Reset Rate" shall mean in respect of the Initial Bonds (a) for the period from and after the issuance of such Bonds to but not including January 31, 1996, 8.96% per annum, and (b) thereafter (1) if (i) the WMX Effective Date occurs on or prior to January 31, 1996 and (ii) on the WMX Effective Date the long-term senior unsecured obligations of WMX are rated at least "A3" (or its equivalent) by Moody's and "A-" (or its equivalent) by S&P, then 8.76% per annum or (2) if the WMX Effective Date occurs after January 31, 1996, 8.96% per annum.

"Series A Bonds" shall have the meaning ascribed to such term in the Recitals hereto.

"Series B Bonds" shall have the meaning ascribed to such term in the Recitals hereto.

"Series C Bonds" shall have the meaning ascribed to such term in the Recitals hereto.

"Series D Bonds" shall have the meaning ascribed to such term in the Recitals hereto.

"Related Bonds" shall mean the Bonds issued to finance a portion of the Landlord's Cost of the Premises for which prepayment is being made. For purposes of the Initial Bonds, the Series A Bonds are being issued to finance a portion of Landlord's Cost of Premises 100, the Series B Bonds are being issued to finance a portion of Landlord's Cost of Premises 300, the Series C Bonds are being issued to finance a portion of Landlord's Cost of Premises 500 and the Series D Bonds are being issued to finance a portion of Landlord's Cost of Premises 1200.

"Supplemental Indenture" shall mean any indenture supplemental to or amendatory of this Indenture adopted by the Owner Trustee in accordance with Article X of this Indenture.

"Trust Estate" shall have the meaning ascribed to such term in §1 to the Trust Agreement.

"Weighted Average Life to Maturity" shall have the meaning ascribed to such term in the definition of *"Yield Maintenance Premium"* in this §1.01.

"Yield Maintenance Premium" shall mean, in connection with any prepayment of a Bond, the amount equal to the excess, if any, of:

(a) the sum (without duplication) of the Present Values (as hereinafter defined) of (1) the principal amount of the Bond being prepaid (assuming the required prepayments pursuant to §3.02 and the principal balance of such Bond payable upon maturity are paid when due) and (2) the amount of interest that would have been payable on each Bond Payment Date on the amount of such principal being prepaid (assuming such required prepayments pursuant to §3.02, the principal of such Bond payable upon maturity and interest payments, are paid when due), *over*

(b) the principal amount of the Bond being prepaid.

For purposes of this definition, (i) *"Present Value"* shall be determined in accordance with generally accepted financial practice on a semi-annual basis at a discount rate equal to the sum of the applicable Treasury Yield *plus* 1/2 of 1%; (ii) *"Treasury Yield"* for such purpose shall be determined by reference to the most recent Federal Reserve Statistical Release H.15(519) (or if such Statistical Release is no longer published, any publicly available source of similar market data as designated by the Majority in Interest of Holders of Bonds Outstanding) that became publicly available on the Saturday next preceding the date of the proposed redemption and shall be the arithmetic average of the two most recent average yields on actively traded marketable United States Treasury fixed interest rate securities having a maturity equal to the then-remaining Weighted Average Life to Maturity of the Bond as of the date of the proposed redemption; *provided* that if such Weighted Average Life to Maturity is not equal to the maturity of any actively traded United States Treasury fixed interest rate security as set forth in said Statistical Release (or said substitute source of market data), such yield shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the yields of actively traded United States Treasury fixed interest rate securities set forth in said Statistical Release (or said substitute source of market data) having a maturity closest to such Weighted Average Life to Maturity, (iii) *"Weighted Average Life to Maturity"* of any Bond means, as at the time of determination thereof, the number of years obtained by dividing the then Remaining Dollar Years of such Bond by the then Outstanding principal amount of such Bond and (iv) *"Remaining Dollar-Years"* of such Bond means the amount

obtained by (A) multiplying each of the principal amounts thereof (including any additions thereto) that would be outstanding on each succeeding Bond Payment Date by the number of years (calculated at the nearest one-twelfth) which will elapse between the date of determination and the scheduled date of prepayment and (B) totaling all the products obtained in the foregoing clause (A).

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Indenture:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the prepayment of Bonds shall not be deemed to refer to or connote the payment of Bonds at stated maturity.

(c) All references herein to particular articles or sections, unless otherwise provided, are references to articles or sections of this Indenture.

(d) The headings herein are solely for convenience of reference and shall not constitute a part of this Indenture nor shall they affect its meaning, construction or effect.

ARTICLE II THE BONDS

Section 2.01. Authorized Amount of Bonds; Improvement Bonds. (a)(1) There is hereby created under this Indenture a series of Bonds entitled "*Reset Rate Secured Bonds, Series A, Due October 1, 2002*" and shall have an initial Weighted Average Life to Maturity of 7.5 years. No Series A Bonds shall be authenticated and issued under the provisions of this Indenture except in accordance with this Article II. The aggregate original principal amount of Series A Bonds which may be authenticated and issued under this Indenture is Eleven Million One Hundred Twenty-Six Thousand Seven Hundred Eighty dollars (\$11,126,780).

(2) The Series A Bonds shall be dated the date of issuance thereof, shall bear interest on the unpaid principal amount thereof at the Reset Rate from such date (computed as if each full calendar month consisted of 30 days and each calendar year consisted of 360 days) and will be expressed to mature as follows:

(i) semi-annual installments, of principal and/or interest, in accordance with the amortization schedule attached hereto (A) as Schedule 1 or (B) if an Interest Rate Reset Reduction shall have occurred, as Schedule 1-B, on the first day of April and October to and including April 1, 2002; and

(ii) a final installment on October 1, 2002 in an amount equal to the entire principal and interest remaining unpaid as of said date.

(3) The Series A Bonds and the Indenture Trustee's Certificate of Authentication to be borne by such Series A Bonds shall be substantially in the form set forth in Exhibit A-1 attached hereto and made a part hereof.

(b)(1) There is hereby created under this Indenture a series of Bonds entitled "*Reset Rate Secured Bonds, Series B, Due October 1, 2002*" and shall have an initial Weighted Average Life to Maturity of 7.5 years. No Series B Bonds shall be authenticated and issued under the provisions of this Indenture except in accordance with this Article II. The aggregate original principal amount of Series B Bonds which may be authenticated and issued under this Indenture is Eight Million One Hundred Eighty-One Thousand Three Hundred Fifty dollars (\$8,181,350).

(2) The Series B Bonds shall be dated the date of issuance thereof, shall bear interest on the unpaid principal amount thereof at the Reset Rate from such date (computed as if each full calendar month consisted of 30 days and each calendar year consisted of 360 days) and will be expressed to mature as follows:

(i) semi-annual installments, of principal and/or interest, in accordance with the amortization schedule attached hereto (A) as Schedule 2 or (B) if an Interest Rate Reset Reduction shall have occurred, as Schedule 2-B, on the first day of April and October to and including April 1, 2002; and

(ii) a final installment on October 1, 2002 in an amount equal to the entire principal and interest remaining unpaid as of said date.

(3) The Series B Bonds and the Indenture Trustee's Certificate of Authentication to be borne by such Series B Bonds shall be substantially in the form set forth in Exhibit A-2 attached hereto and made a part hereof.

(c)(1) There is hereby created under this Indenture a series of Bonds entitled "*Reset Rate Secured Bonds, Series C, Due October 1, 2002*" and shall have an initial Weighted Average Life to Maturity of 7.5 years. No Series C Bonds shall be authenticated and issued under the provisions of this Indenture except in accordance with this Article II. The aggregate original principal amount of Series C Bonds which may be authenticated and issued under this Indenture is Eleven Million Three Hundred Fourteen Thousand Four Hundred Twenty dollars (\$11,314,420).

(2) The Series C Bonds shall be dated the date of issuance thereof, shall bear interest on the unpaid principal amount thereof at the Reset Rate from such date (computed as if each full calendar month consisted of 30 days and each calendar year consisted of 360 days) and will be expressed to mature as follows:

(i) semi-annual installments, of principal and/or interest, in accordance with the amortization schedule attached hereto (A) as Schedule 3 or (B) if an Interest Rate Reset Reduction shall have occurred, as Schedule 3-B, on the first day of April and October to and including April 1, 2002; and

(ii) a final installment on October 1, 2002 in an amount equal to the entire principal and interest remaining unpaid as of said date.

(3) The Series C Bonds and the Indenture Trustee's Certificate of Authentication to be borne by such Series C Bonds shall be substantially in the form set forth in Exhibit A-3 attached hereto and made a part hereof.

(d)(1) There is hereby created under this Indenture a series of Bonds entitled "*Reset Rate Secured Bonds, Series D, Due October 1, 2002*" and shall have an initial Weighted Average Life to Maturity of 7.5 years. No Series D Bonds shall be authenticated and issued under the provisions of this Indenture except in accordance with this Article II. The aggregate original principal amount of Series D Bonds which may be authenticated and issued under this Indenture is Ten Million Three Hundred Thirty-Four Thousand Four Hundred Twenty dollars (\$10,334,420).

(2) The Series D Bonds shall be dated the date of issuance thereof, shall bear interest on the unpaid principal amount thereof at the Reset Rate from such date (computed as if each full calendar month consisted of 30 days and each calendar year consisted of 360 days) and will be expressed to mature as follows:

(i) semi-annual installments, of principal and/or interest, in accordance with the amortization schedule attached (A) hereto as Schedule 4 or (B) if an Interest Rate Reset Reduction shall have occurred, as Schedule 4-B, on the first day of April and October to and including April 1, 2002; and

(ii) a final installment on October 1, 2002 in an amount equal to the entire principal and interest remaining unpaid as of said date.

(3) The Series D Bonds and the Indenture Trustee's Certificate of Authentication to be borne by such Series D Bonds shall be substantially in the form set forth in Exhibit A-4 attached hereto and made a part hereof.

(e) The Bonds of each series may have such letters, numbers or other marks of identification or designation and such legends or endorsements thereon as the Owner Trustee may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any Law or any rule or regulation made pursuant thereto, and in any such event as are acceptable to the initial Loan Participants and the other Bondholders. The Bonds shall be registered in the name of each Bondholder or in the name of its nominee (as may be requested by such Bondholder) and, as to each initial Loan Participant, its execution of the Participation Agreement on the Closing Date shall constitute such request with respect to any nominee listed in Schedule I thereto.

(f)(1) If the Tenant shall propose to make Major Alterations pursuant to Article VII of the Lease the cost of which (pursuant to §7.1 of the Lease) is to be financed by additional bonds to be secured equally and ratably by this Indenture, from time to time the Owner Trustee may issue additional bonds to be secured by the Indenture Estate (the "*Improvement*

Bonds"), subject to compliance with the provisions of subparagraph (f)(3) below and Article VII of the Lease and the rights of the initial Loan Participants or other Bondholders under §7.1 of the Lease and *provided* that (i) the aggregate original principal amount of such Improvement Bonds (A) is not less than \$5,000,000, and (B) does not exceed an amount equal to the increase in Fair Market Sales Value of the Premises resulting from such Alterations, (ii) the principal amount of all Initial Bonds *plus* all Improvement Bonds shall not exceed 88% of the Fair Market Sales Value of the Premises on the date of the issuance of such Improvement Bonds taking into account all such Alterations and (iii) the ratio of the aggregate principal amount of all Bonds Outstanding to the Fair Market Sales Value of the Premises (taking into account such Alterations) on the date of issuance of such Improvement Bonds shall not exceed the ratio of the aggregate principal amount of all Bonds Outstanding to the Fair Market Sales Value of the Premises (without taking into account such Alterations then to be financed) on the date immediately preceding the issuance of such Improvement Bonds. The Improvement Bonds will be issued solely for the purpose of financing Major Alterations. All such Improvement Bonds issued by the Owner Trustee on any one date shall constitute a separate series of Improvement Bonds hereunder. The Owner Trustee shall deliver such Improvement Bonds to the Indenture Trustee for authentication, and such Improvement Bonds shall be authenticated by the Indenture Trustee and delivered in accordance with the order of the Owner Trustee evidenced by a writing signed by an Authorized Representative of the Owner Trustee.

(2) Each series of Improvement Bonds shall be created and designated as shall be prescribed by the Supplemental Indenture creating such series referred to in clause (i) of subparagraph (3) below, and the Improvement Bonds of such series shall:

(i) be in such form, bear interest on the unpaid principal amount thereof at such rate, and be subject to such prepayments at the option of the Owner Trustee (in addition to any prepayments as provided in Article III hereof), as shall be prescribed in such Supplemental Indenture;

(ii) not exceed an amount equal to the increase in Fair Market Sales Value of the Premises resulting from such Alterations to the Premises;

(iii) mature not later than the earliest maturity date of any series of the Initial Bonds;

(iv) have a Weighted Average Life to any series of Maturity not longer than the then shortest remaining Weighted Average Life to Maturity of any series of the Initial Bonds;

(v) be dated the date of issue (except in the case of Improvement Bonds issued in exchange for or in lieu of Improvement Bonds pursuant to §2.11) and shall be payable on the first day of each April and October in each year subsequent to the date thereof, to and including the maturity date thereof in installment payments of principal and interest in amounts such that upon the due payment of all such

installments there shall have been paid to each holder of such Improvement Bonds 100% of the principal amount thereof, together with all accrued interest thereon; and

(vi) be secured equally and ratably with all other Bonds (including without limitation any other Improvement Bonds) issued and outstanding hereunder by, and be entitled to the benefits of, this Indenture.

(3) Each of such series of Improvement Bonds may be issued hereunder only if prior to or concurrently with the issuance thereof, the conditions set forth in Article VII of the Lease with respect to Alterations shall have been met to the reasonable satisfaction of the Indenture Trustee, the purchaser of such Improvement Bonds and the holders of the Initial Bonds, and the Indenture Trustee shall have received the following:

(i) a Supplemental Indenture (A) creating such series of Improvement Bonds and (B) as of the date of the issuance of such Improvement Bonds, (x) increasing the Lien of the Indenture by an amount equal to the original principal amount of the Improvement Bonds, (y) providing for the Indenture to secure the Improvement Bonds, together with all other Bonds, and (z) subjecting the additional Alterations and the additional land, if any, financed by the sale of the Improvement Bonds to the Lien of this Indenture, in form and substance satisfactory to the Indenture Trustee and its counsel, duly authorized, executed and delivered by the Owner Trustee;

(ii) an Officer's Certificate of the Tenant, the truth and accuracy of which shall be a condition to the issuance of such series of Improvement Bonds, certifying that: (A) no Lease Default or Lease Event of Default shall have occurred and be continuing, (B) such series of Improvement Bonds is being issued pursuant to and within the limitations of this §2.01(f), (C) demonstrating (in sufficient detail) that the aggregate principal amount of such series of Improvement Bonds does not exceed the amount determined by the appraisal furnished pursuant to Article VII of the Lease to be the increase in Fair Market Sales Value of the Premises resulting from such Alterations, and (D) certifying that the installation, erection, assembly and construction, as the case may be, of such Alterations has, in all material respects, been completed; and an Officer's Certificate of the Owner Trustee, the truth and accuracy of which shall be a condition to the issuance of such Improvement Bonds, certifying that no Indenture Default or Indenture Event of Default shall have occurred and be continuing;

(iii) a supplement (the "*Lease Supplement*") to the Lease and a supplement (a "*Guarantee Supplement*") to the RII Guarantee, and, if the WMX Effective Date shall have occurred, the WMX Guarantee each in form and substance satisfactory to the Indenture Trustee and its counsel, duly authorized, executed and delivered by the parties thereto, which in the case of the Lease Supplement shall as of the date of the issuance of such Improvement Bonds, (A) increase the Fixed Rent and Stipulated Loss Value by an amount at least sufficient to pay in full principal and interest on the Improvement Bonds as and when the same become due and payable and (B) subject

the Alterations and the additional land, if any, financed by the sale of the Improvement Bonds to the terms and conditions of the Lease;

(iv) an opinion of outside counsel for the Owner Trustee, in form and substance satisfactory to the Indenture Trustee and its counsel and dated the date of issuance of such Improvement Bonds, to the effect that: (A) the Supplemental Indenture and the Lease Supplement have been duly authorized, executed and delivered by the Owner Trustee and constitute legal, valid and binding instruments enforceable in accordance with their respective terms, (B) such Improvement Bonds have been duly authorized, executed and delivered by the Owner Trustee and are legal, valid and binding obligations of the Owner Trustee enforceable in accordance with the terms thereof and of this Indenture, as so supplemented, and are entitled to the benefits and security of this Indenture, as so supplemented, (C) no approval, consent or withholding of objection on the part of, or filing, registration or qualification with any Governmental Authorities, Federal, state or local, is necessary in connection with the execution and delivery of the Supplemental Indenture, the Lease Supplement or the Improvement Bonds or the performance by the Owner Trustee of any of the matters required thereunder, (D) the issuance and sale of the Improvement Bonds and compliance by the Owner Trustee with all of the provisions of this Indenture, as so supplemented and the Lease, as so supplemented, will not conflict with or result in any breach of any of the provisions of or constitute a default under or result in the creation or imposition of any Lien or encumbrance on any of the Indenture Estate pursuant to any agreement of which such counsel has knowledge or to the knowledge of such counsel any other instrument to which the Owner Trustee is a party or by which the Owner Trustee may be bound, and (E) such other matters incident to the issuance and sale of such Improvement Bonds as the Indenture Trustee may reasonably request. Such opinion may be subject to the qualifications that the instruments referred to in this clause (iv) are subject to applicable bankruptcy, reorganization and other similar laws of general application relating to or affecting the enforcement of creditors' rights and to the effect of general principles of equity;

(v) an opinion of outside counsel for the Tenant and the Guarantors, in form and substance satisfactory to the Owner Trustee and the Indenture Trustee and their counsel and dated the date of issuance of such Improvement Bonds;

(vi) evidence satisfactory to the Indenture Trustee and its counsel that all of the terms and conditions of §§7.0(c), (d), (e) and (f) of the Lease with respect to the Alterations have been satisfied;

(vii) if applicable, a revised survey of the Premises, which shall show no encroachments upon the Land upon which the same is located by adjoining buildings or structures and no encroachments on adjoining premises by the Improvements thereon, including the additional Alterations erected thereon;

(viii) if applicable, an endorsement to the policy of mortgagee title insurance, which endorsement shall increase the coverage of such policy on and after the date of

issuance of the Improvement Bonds by an amount equal to the original principal amount of such Improvement Bonds, redate such policy as of the date of issuance of such Improvement Bonds, and specify as exceptions in such policy only such exceptions as are contained in the original mortgagee title insurance policy and any other exceptions approved by the Indenture Trustee, including Permitted Exceptions and exceptions for the supplements to the Operative Documents contemplated by this §2.01(f);

(ix) if applicable, a down-date in form and substance satisfactory to the Indenture Trustee and its counsel of the environmental report prepared by ATC Environmental Inc. and delivered on the Closing Date to the initial Loan Participants;

(x) evidence that no material adverse effect in the financial condition of the Guarantors has occurred since the Closing Date;

(xi) a letter from the appraiser addressed to the Indenture Trustee, the Bondholders, the Owner Trustee and the Owner Participant covering the matters described in Article VII of the Lease; and

(xii) such other opinions, certificates and other instruments as the Indenture Trustee, the purchasers of such Improvement Bonds or the Bondholders may reasonably request.

(4) The Improvement Bonds of each series may have such letters, numbers or other marks of identification or designation and such legends or endorsements thereon as the Owner Trustee may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any Law or any rule or regulation made pursuant thereto and in any such event as are acceptable to the Bondholders.

Section 2.02. Purpose for Which Bonds May Be Issued. The Initial Bonds may be issued only for the purpose of providing funds to pay the Landlord's Cost. Improvement Bonds may be issued only for the purpose of providing funds to pay the costs of Major Alterations.

Section 2.03. Installments; Place of Payment; Business Days. (a) The Series A Bonds, the Series B Bonds, the Series C Bonds and the Series D Bonds shall be issued in the form of fully registered Bonds without coupons having (in all cases other than Improvement Bonds) installments of principal and interest due at the times and bearing interest, all as described in the Form of Series A Bond, the Form of Series B Bond, the Form of Series C Bond and the Form of Series D Bond, respectively.

(b) The Bonds shall be payable by the Owner Trustee at the corporate trust office for bond payments of the Indenture Trustee at Two International Place, 4th Floor, Boston, Massachusetts 02110, or of its successor, in lawful money of the United States of America, in funds immediately available at such office, against presentation of the Bonds for notation thereon of the payment or prepayment amount or, in the case of payment or prepayment

which will discharge all indebtedness of the Owner Trustee evidenced thereby, against surrender thereof at the places and in the manner set forth in said Form of Bond.

(c) Notwithstanding the provisions of the preceding paragraph (b), in the case of the Loan Participants which are parties to the Participation Agreement or, if any Institutional Investor which is a Bondholder is named in a written notice from such Institutional Investor to the Indenture Trustee stating that the provisions of this §2.03(c) shall apply, the Indenture Trustee shall make payment of interest on such Bonds and shall make payments or prepayments of the principal thereof, and Yield Maintenance Premium, if any, immediately upon receipt thereof from the Tenant, but in any event before 1:00 p.m. New York, New York time on the date of receipt thereof (*provided* that the Indenture Trustee has received such funds prior to 11:00 a.m. New York, New York time on such date), by wire transfer in immediately available Federal reserve funds to such bank in the continental United States as is set forth in Schedule I to the Participation Agreement in the case of such Loan Participants and as shall be specified in writing to the Indenture Trustee by any other Institutional Investors. All payments so made shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sums so paid. The Indenture Trustee acknowledges by execution of this Indenture that the Participation Agreement constitutes such written notice with respect to the initial Loan Participants.

(d) If any Bond Payment Date, any other date that any payments of principal of, Yield Maintenance Premium, if any, and interest on, the Bonds are due or any date fixed for the prepayment of any Bonds shall be a day other than a Business Day, then such payment or prepayment shall be made on the next succeeding Business Day with the same force and effect as if made on such due date, and no interest shall accrue for the period.

Section 2.04. Denominations; Execution; No Recourse. (a) All Bonds shall be registered as to principal and interest and shall be issued in a minimum principal amount of \$2,000,000 (or such lesser amount as shall constitute 100% of any series of the Bonds of such Bondholder). The Bonds shall be signed on behalf of the Owner Trustee by an Authorized Representative. In case any Authorized Representative who shall have signed any Bond shall cease to be such Authorized Representative before the authentication by the Indenture Trustee or the delivery of such Bond by the Owner Trustee, such signature shall nevertheless be valid and sufficient for all purposes as if such Person had remained in office until such delivery.

(b) All covenants, stipulations, promises, agreements and obligations of the Owner Trustee contained in the Operative Documents to which it is a party and in any other documents and instruments issued pursuant to or in connection therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Owner Trustee and not of any member, officer, agent or employee of the Owner Trustee in its individual capacity, and no recourse under or upon any obligation, covenant or agreements contained in the Operative Documents or otherwise based upon or in respect to the Operative Documents or any documents supplemental hereto or thereto, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Owner Trustee, or any successor, or any Person

executing the Operative Documents either directly or through the Owner Trustee or any successor Owner Trustee, it being expressly understood that the Operative Documents are solely the covenants, stipulations, promises, agreements and obligations of the Owner Trustee, and that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Owner Trustee or of any such successor Owner Trustee, or any Person executing the Bonds because of the creation of the indebtedness authorized thereby, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in the Operative Documents or implied therefrom, and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent or employee because of the indebtedness authorized hereby, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in the Operative Documents or implied therefrom are, to the extent permitted by Law, expressly waived and released as a condition of, and as a consideration for, the execution of the Operative Documents and the issuance of the Bonds.

(c) Except in the case of the representations, warranties and covenants of the Owner Trustee in its individual capacity set forth in §§ 4.05 and 6.03(b) of the Participation Agreement and in the case of gross negligence or willful misconduct of the Owner Trustee, as to which in any such case individual corporate liability shall attach, all payments to be made by the Indenture Trustee under Bonds or this Indenture shall be made only from the income and the proceeds from the Indenture Estate and only to the extent that there shall be sufficient income or proceeds from the Indenture Estate to enable the Indenture Trustee to make payment in accordance with the terms hereof and each Bondholder, by its acceptance of a Bond hereunder, and the Indenture Trustee, each agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to it and that none of the Trust Company, the Owner Trustee or the Owner Participant or the Indenture Trustee is personally liable to it for any amounts payable or any liability under any such Bond or this Indenture, except (in the case of the Indenture Trustee) as expressly provided herein or (in the case of the Owner Trustee, the Trust Company, the Indenture Trustee or the Owner Participant) as expressly provided herein and in the Participation Agreement; *provided, however*, that nothing contained in this §2.04(c) shall limit, restrict or impair the rights of the Indenture Trustee to accelerate the maturity of the Bonds upon an Indenture Event of Default, to bring suit and obtain judgment against the Owner Trustee on the Bonds or to exercise all rights and remedies provided under this Indenture or otherwise realize upon the Indenture Estate securing the Bonds.

Section 2.05. Authentication. No Bond shall be valid for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a Certificate of Authentication, substantially in the form set forth in the Form of Series A Bond, the Form of Series B Bond, the Form of Series C Bond or the Form of the Series D Bond. Such executed Certificate of Authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture and that the Bondholder is entitled to the benefits of this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been executed if signed by an Authorized Representative of the Indenture Trustee, but it shall not be necessary that the same Person sign the Certificate of Authentication on all of the Bonds issued hereunder. At any time and

from time to time after the execution and delivery of this Indenture and the Initial Bonds, the Owner Trustee may deliver additional Bonds executed by the Owner Trustee to the Indenture Trustee for authentication, together with a written order of the Owner Trustee signed by its Authorized Representative requesting the authentication and directing the delivery of such Bonds; *provided* that no additional Bonds may be authenticated and delivered except for (a) Bonds authenticated and delivered upon transfer of, or in exchange for, or in lieu of other Bonds as provided in §2.11 and (b) Improvement Bonds. The Indenture Trustee shall thereupon authenticate and deliver such Bonds to or upon such written order without further action by the Owner Trustee. The Bonds shall be dated the date of authentication thereof (except as provided in §2.11).

Section 2.06. Form of Bonds. All Bonds issued under this Indenture other than Improvement Bonds shall be, in the case of the Series A Bonds substantially in the form set forth as Exhibit A-1 attached hereto, in the case of the Series B Bonds substantially in the form set forth as Exhibit A-2 attached hereto, in the case of the Series C Bonds substantially in the form set forth as Exhibit A-3 attached hereto and in the case of the Series D Bonds substantially in the form set forth as Exhibit A-4 attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 2.07. Authorization and Preparation of Bonds. Definitive Bonds shall be prepared, executed and delivered to the Indenture Trustee, which Bonds shall be typewritten or xerographically reproduced.

Section 2.08. Delivery of Bonds. (a) Upon the execution and delivery of this Indenture and the Participation Agreement, the Owner Trustee shall execute and deliver the Initial Bonds to be issued on the date hereof to the Indenture Trustee and the Indenture Trustee shall authenticate such Bonds and deliver them to the initial Loan Participants in accordance with the directions of the Owner Trustee and the provisions of §2.05 and this §2.08.

(b) Prior to or simultaneously with the delivery by the Indenture Trustee of any of such Bonds, all of the conditions precedent set forth in the Participation Agreement shall have been fulfilled or waived by the parties thereto.

Section 2.09. Bondholder. The Owner Trustee and the Indenture Trustee may deem and treat the Bondholder as the absolute owner thereof (whether or not such Bond shall be overdue) for the purpose of receiving the payments of the principal of, Yield Maintenance Premium, if any, and interest on, such Bond and for all other purposes, and the Owner Trustee and the Indenture Trustee shall not be affected by any notice to the contrary. All such payments made to or upon the order of such Bondholder, including all payments made pursuant to §2.03, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.10. Negotiability of Bonds and Registration Books. (a) All Bonds issued under this Indenture shall be negotiable, subject to the provisions for registration and transfer contained in this Indenture and in the Bonds.

(b) The Indenture Trustee is hereby appointed Bond Registrar on behalf of the Owner Trustee for the purpose of registering and making transfers of Bonds on books maintained for such purpose as provided in the following sentence. So long as any Bonds shall remain Outstanding, the Owner Trustee shall maintain, at the Office of the Bond Registrar, books for the registration and transfer of Bonds. By executing this Indenture, the Indenture Trustee accepts the duties and obligations of Bond Registrar for the Owner Trustee. The Indenture Trustee, as Bond Registrar, shall register in such books and permit to be transferred thereon, under such reasonable regulations as the Indenture Trustee may prescribe, any Bond entitled to registration or transfer and shall keep on file at the Office of the Indenture Trustee, a list of the names and addresses of the Bondholders which from time to time shall be registered on the registration books kept by the Indenture Trustee. The Owner Trustee shall not have any responsibility with regard to the accuracy of said list.

Section 2.11. Transfer of Bonds. (a) Any Bond or Bonds may, upon surrender to the Indenture Trustee at its principal corporate trust office, be transferred or be exchanged for one or more Bonds of the same series, tenor and aggregate outstanding principal amount, as requested by the holder thereof, *provided* that in the case of a transfer, the Bond to be transferred shall be accompanied by an instrument or instruments of transfer satisfactory to the Indenture Trustee, and *provided, further*, that in the case of a requested exchange or transfer of a mutilated, lost, destroyed or stolen Bond, such Bondholder shall not be required to surrender such Bond, but shall furnish to the Owner Trustee and the Indenture Trustee such indemnity and such evidence of loss, destruction, theft and ownership as they may reasonably require (*provided* that if such Bondholder is an Institutional Investor, or a nominee thereof, such Bondholder's own agreement of indemnity shall be deemed satisfactory). The Owner Trustee shall thereupon execute, and the Indenture Trustee shall authenticate and deliver, a new Bond or Bonds, of the same series and tenor, subject to the provisions of §2.04 in the requested denomination or denominations, for the same aggregate outstanding principal amount and registered in the requested name.

(b) Prior to the issuance of each such new Bond (a "*New Bond*") issued pursuant to this §2.11 in exchange or in substitution for or in lieu of an Outstanding Bond or Bonds (individually, an "*Old Bond*" and collectively, "*Old Bonds*") the Indenture Trustee shall make a notation on such New Bond of the portion of the principal amount of the Old Bond paid or prepaid and the date to which interest has been paid on such Old Bond or Old Bonds. Interest shall be deemed to have been paid on such New Bond to the date to which interest shall have been paid on such Old Bond or Old Bonds. Such New Bond shall be dated the date of such Old Bond or Old Bonds. All New Bonds issued in exchange or in substitution for or in lieu of Old Bonds shall be valid obligations of the Owner Trustee, evidencing the same debt as such Old Bonds, and shall be entitled to the benefits and security of this Indenture to the same extent as such Old Bonds.

(c) No service charge shall be made for any exchange or transfer of Bonds. The Indenture Trustee may require from the party requesting any New Bond the payment of a sum sufficient to reimburse the Indenture Trustee for, or to provide funds for, the payment of any Tax or other governmental charge in connection with the issuance of such New Bond

or any charges and expenses connected with such Tax or other governmental charge paid or payable by the Indenture Trustee.

(d) In addition to the foregoing, any transfer or assignment by any Bondholder of any of its Bonds or any interest hereunder or under the Participation Agreement shall be made in accordance with all applicable requirements of §4.3 of the Participation Agreement and each Bondholder agrees that the parties to the Participation Agreement shall be third party beneficiaries of this §2.11(d) and shall be entitled to enforce and recover from any Bondholder any liability which ensues to such party as a result of a failure by such Bondholder to comply with §4.03(c) of the Participation Agreement.

Section 2.12. Indenture Trustee as Agent. The Indenture Trustee is hereby appointed the agent of the Owner Trustee for the payment, registration, registration of transfer and exchange of Bonds, and, in case the Owner Trustee shall fail to maintain an office in the State of Delaware pursuant to §5.03 where notices in respect of this Indenture or the Bonds may be made upon it, to receive all notices, applications or demands to or upon the Owner Trustee with respect to the Bonds or this Indenture. Bonds may, subject to the provisions of §2.03, be presented for payment, and notices, applications or demands with respect to the Bonds or this Indenture may be given or made, at the principal corporate trust office of the Indenture Trustee. The Indenture Trustee shall notify the Owner Trustee of its receipt of any such notices, applications or demands within 10 days after receipt thereof, at the address provided for in §5.03, but the failure of the Indenture Trustee so to notify the Owner Trustee shall not relieve the Owner Trustee of any of its obligations hereunder or affect or impair any of the rights of, or impose any liability upon, the Indenture Trustee or the Bondholders.

Section 2.13. Cancellation of Bonds. All Bonds paid or surrendered to the Indenture Trustee upon any transfer or exchange shall be cancelled by it, and no Bonds shall be issued in lieu thereof except as expressly required or permitted by this Indenture. The Indenture Trustee shall hold all such cancelled Bonds until this Indenture shall have been discharged, at which time the Indenture Trustee shall either deliver such cancelled Bonds in the manner necessary to effect the discharge and release of this Indenture of record or, if no such delivery is necessary shall deliver such cancelled Bonds to the Owner Trustee. The Indenture Trustee shall deliver a certificate to the Owner Trustee specifying any cancellation of Bonds which has been made.

Section 2.14. Amortization Schedule. Upon the original issuance of each Bond, any reduction in the installments payable on any Bond resulting from a prepayment pursuant to §3.05, the Owner Trustee shall promptly procure, or cause to be procured (at the Tenant's expense), three copies of a separate revised amortization schedule with respect to each Bond, and the Owner Trustee shall retain one of such copies, deliver another to the Bondholder and deliver the remaining copy to the Indenture Trustee.

Section 2.15. Taxes; Withholding. The Indenture Trustee agrees, to the extent required by applicable Law, to withhold from each payment due hereunder or under any Bonds, United States withholding taxes at the appropriate rate, and, on a timely basis, to

deposit such amounts with an authorized depository and make such filings and reports in connection therewith, and in the manner required under applicable Law. The Indenture Trustee shall promptly furnish to each Bondholder who is a Non-U.S. Person and the Owner Trustee (but in no event later than the date 30 days after the due date thereof) a U.S. Treasury Form 1042S and U.S. Treasury Form 8109-B (or similar Forms at any relevant time in effect), if applicable, indicating payment in full of any Taxes withheld from any payments by the Indenture Trustee to such Persons together with all such other information and documents reasonably requested by each Bondholder and necessary or appropriate to enable such Bondholder to substantiate a claim for credit or deduction with respect thereto for income tax purposes of any jurisdiction with respect to which such Bondholder is required to file a tax return. In the event that a Bondholder which is a Non-U.S. Person has furnished to the Indenture Trustee a properly completed and currently effective U.S. Treasury Form 1001 (or such successor Form or Forms as may be required by the United States Treasury Department) during the calendar year in which the payment is made, or in either of the two preceding calendar years, and has not notified the Indenture Trustee of the withdrawal or inaccuracy of such Form prior to the date of each interest payment, only the reduced amount, if any, required by applicable Law or treaty shall be withheld from payments under the Bonds held by such Bondholder in respect of United States Federal income tax. In the event that a Bondholder (a) which is a Non-U.S. Person has furnished to the Indenture Trustee a properly completed and currently effective (1) U.S. Treasury Form W-8, together with such information as may otherwise be required to establish the entitlement of such Bondholder to an exception from the withholding of taxes, or (2) U.S. Treasury Form 4224 in duplicate, as the case may be (or such successor certificate or Form or Forms as may be required by the United States Treasury Department as necessary in order to avoid withholding of United States Federal income tax), during the calendar year in which the payment is made in either of the two preceding calendar years, and has not notified the Indenture Trustee of the withdrawal or inaccuracy of such certificate or Form prior to the date of such interest payment or (b) which is a U.S. Person and not described in Section 6049(b)(4) of the Code has furnished to the Indenture Trustee a properly completed and currently effective U.S. Treasury Form W-9, no amount shall be withheld from payments under the Bonds held by such Bondholder in respect of United States Federal income tax. If any Bondholder has notified the Indenture Trustee that any of the foregoing Forms or certificates is withdrawn or inaccurate, or if the Code or the regulations thereunder or any administrative interpretation thereof are at any time after the date hereof amended to require such withholding of United States Federal income taxes from payments under the Bonds held by such Bondholder, or if such withholding is otherwise required, the Indenture Trustee agrees to withhold from each payment due to the relevant Bondholder withholding taxes at the appropriate rate under applicable Governmental Rules and will, as more fully provided above, on a timely basis, deposit such amounts with an authorized depository and make such reports, filings and other reports in connection therewith, and in the manner required under applicable Governmental Rules. Each Bondholder shall indemnify and hold harmless the Indenture Trustee against any United States withholding taxes which the Indenture Trustee improperly fails to withhold on payment to such Bondholder as a direct result of the failure by such holder to provide the required certificate or Form or the invalidity of any certificate or Form provided by such Bondholder pursuant

to this §2.15. The provision of this §2.15 shall apply to a new Bondholder upon the sale, assignment or other transfer to it of a Bond pursuant to §2.11.

The Indenture Trustee hereby agrees to indemnify and hold harmless, the Owner Trustee, on an After-Tax Basis, from and against, any Taxes, interest, penalties or additions to Tax imposed as a result of a failure of the Indenture Trustee to satisfy its obligations hereunder.

ARTICLE III PREPAYMENT OF BONDS

Section 3.01. Prepayment. No prepayment of the Bonds shall be made except to the extent and in the manner provided for in this Article III.

Section 3.02. Mandatory Prepayment — Scheduled Required Prepayments. (a) The Owner Trustee shall pay and apply, and there shall become due and payable on the principal amount of the indebtedness evidenced by (1) the Series A Bonds on each Bond Payment Date set forth in Schedule 1 or, if an Interest Rate Reset Reduction shall have occurred, Schedule 1-B hereto the amounts specified in each such Series A Bond, together with accrued and unpaid interest thereon all in accordance with Schedule 1 or Schedule 1-B, as the case may be, hereto, and the entire unpaid principal amount of the Series A Bonds shall be due and payable at the final maturity of such Series A Bonds on October 1, 2002, (2) the Series B Bonds on each Bond Payment Date set forth in Schedule 2 or, if an Interest Rate Reset Reduction shall have occurred, Schedule 2-B hereto the amounts specified in each such Series B Bond, together with accrued and unpaid interest thereon all in accordance with Schedule 2 or Schedule 2-B, as the case may be, hereto, and the entire unpaid principal amount of the Series B Bonds shall be due and payable at the final maturity of such Series B Bonds on October 1, 2002, (3) the Series C Bonds on each Bond Payment Date set forth in Schedule 3 or, if an Interest Rate Reset Reduction shall have occurred, Schedule 3-B hereto the amounts specified in each such Series C Bond, together with accrued and unpaid interest thereon all in accordance with Schedule 3 or Schedule 3-B, as the case may be, hereto, and the entire unpaid principal amount of the Series C Bonds shall be due and payable at the final maturity of such Series C Bonds on October 1, 2002 and (4) the Series D Bonds on each Bond Payment Date set forth in Schedule 4, or if an Interest Rate Reset Reduction shall have occurred, Schedule 4-B hereto the amounts specified in each such Series D Bond, together with accrued and unpaid interest thereon all in accordance with Schedule 4 or Schedule 4-B, as the case may be, hereto, and the entire unpaid principal amount of the Series D Bonds shall be due and payable at the final maturity of such Series B Bonds on October 1, 2002.

(b) There shall become due and payable, and the Owner Trustee shall pay and apply, the principal amount of the indebtedness evidenced by the Improvement Bonds on the dates and otherwise on the other terms set forth therein.

Section 3.03. Mandatory Prepayment — Total Loss. In the event of a termination of the Lease with respect to any Premises pursuant to the provisions of §11.0(c) of the Lease

and in accordance with the provisions of §7.01(a), (b) or (c) of this Indenture, on the Bond Payment Date upon which the Lease terminates pursuant to §11.0(c) of the Lease with respect to such Premises, the Owner Trustee shall prepay and apply, and there shall become due and payable, an amount equal to the entire principal amount of the Related Bonds Outstanding and all accrued and unpaid interest thereon to such Bond Payment Date, but without Yield Maintenance Premium.

Section 3.04. Mandatory Prepayment — Total Taking. In the event of a termination of the Lease with respect to any Premises pursuant to the provisions of §11.1(b) of the Lease and in accordance with the provisions of §7.01(a), (b) or (c) of this Indenture, on the Bond Payment Date upon which the Lease terminates pursuant to §11.1(b) of the Lease with respect to such Premises, the Owner Trustee shall prepay and apply, and there shall become due and payable, an amount equal to the entire principal amount of the Related Bonds Outstanding and all accrued and unpaid interest thereon to such Bond Payment Date, but without Yield Maintenance Premium.

Section 3.05. Mandatory Prepayment — Condemnation. In the event of a Condemnation pursuant to the provisions of §11.1(d) of the Lease, on the Bond Payment Date next following by at least five days the date of the notice given pursuant to §3.08 hereof, the Owner Trustee shall prepay and apply, and there shall become due and payable, an amount equal to the Agreed Portion of the Excess Net Condemnation Proceeds and all accrued and unpaid interest thereon to such Bond Payment Date, but without Yield Maintenance Premium.

Section 3.06. Optional Prepayment. The Owner Trustee shall have the privilege at any time after April 1, 1999, of prepaying all, but not less than all, of the Bonds Outstanding by prepayment of the entire principal amount of the Bonds Outstanding and all accrued and unpaid interest thereon, together with an amount equal to the Yield Maintenance Premium, if any, and all other sums due and owing to the Indenture Trustee and the Bondholders pursuant to the Operative Documents.

Section 3.07. Mandatory Prepayment — Designated Event. In the event of a termination of the Lease with respect to all of the Premises pursuant to the provisions of §12.0(e) of the Lease and in accordance with the provisions of §7.01(a), (b) or (c) of this Indenture, on the Bond Payment Date upon which the Lease terminates pursuant to §12.0(e) of the Lease with respect to all of the Premises, the Owner Trustee shall prepay and apply and there shall become due and payable, an amount equal to the entire principal amount of the Bonds Outstanding and all accrued and unpaid interest thereon to such Bond Payment Date, together with an amount equal to the Yield Maintenance Premium (solely to the extent the same is paid by the Tenant pursuant to §5.07 of the Participation Agreement), if any, and all other sums due and owing to the Indenture Trustee and the Bondholders pursuant to the Operative Documents.

Section 3.08. Notice of Prepayment. When Bonds are to be prepaid pursuant to §§3.03, 3.04, 3.05, 3.06 or 3.07, the Owner Trustee shall give written notice to the Indenture Trustee and each Bondholder specifying (a) the date of such prepayment, (b) the

section of this Indenture and the Lease under which the prepayment is to be made, (c) the principal amount of the Bonds to be prepaid on such date, (d) the accrued interest applicable to such prepayment and (e) the estimated Yield Maintenance Premium, if any, if such prepayment is to be made pursuant to §3.06 or §3.07 hereof. Notice of any prepayment pursuant to §§3.03, 3.04, 3.05, 3.06 or 3.07 shall be given at least 30 and not more than 60 days prior to the Prepayment Date. Notice of prepayment having been so given, the aggregate principal amount of the Bonds specified in such notice, together with Yield Maintenance Premium, if any, and accrued interest thereon shall become due and payable on the Prepayment Date. If the prepayment of the Bonds is to be made pursuant to §3.06 hereof, then and in such event the Owner Trustee shall, or if the prepayment of the Bonds is to be made pursuant to §3.07 hereof, then and in such event the Owner Trustee shall cause the Tenant, not later than two Business Days prior to the Prepayment Date, give the Indenture Trustee and each Bondholder written notice of the Yield Maintenance Premium, if any, payable in connection with such prepayment and, whether or not any Yield Maintenance Premium is payable, a reasonably detailed calculation of the Yield Maintenance Premium, if any.

Section 3.09. Notice of Non-Payment. If, on any Bond Payment Date, Payment Date or any other date scheduled for prepayment of the Bonds, the Indenture Trustee shall have failed to receive by 11:00 a.m., New York, New York time, the amount required to be received on such date pursuant to the Indenture, the Indenture Trustee shall, as soon as possible but in no event later than the next Business Day, give written notice (by telecopy) of such failure to the Tenant, the Owner Trustee and the Bondholders.

Section 3.10. Allocation of Prepayments. The aggregate principal amount of each partial prepayment of any series the Bonds shall be allocated among the holders of such series of the Bonds Outstanding in proportion, as nearly as practicable, to the respective unpaid principal amounts such series of the Bonds then Outstanding, with adjustments to the extent practicable, to equalize for any prior prepayments not in such proportions. All prepayments shall be applied on all Outstanding Bonds of such series ratably to reduce all remaining installments of principal due thereon.

ARTICLE IV APPLICATION OF MONEY

Section 4.01. Fixed Rent and Additional Rent. Except as otherwise provided in §4.03, each payment of Fixed Rent and Additional Rent (representing interest at the Overdue Rate on overdue installments of Fixed Rent) and payments made by the Owner Trustee pursuant to §6.07(a) received by the Indenture Trustee at any time shall be promptly distributed by the Indenture Trustee on the date such payment is due subject to the timely receipt of funds (or as soon thereafter as such payment shall be received by the Indenture Trustee) in the following order of priority:

First, so much of such payment as shall be required to pay in full the aggregate amount of principal, Yield Maintenance Premium, if any, interest (including any interest on overdue principal, Yield Maintenance Premium, if any, and overdue

interest and other amounts) and other amounts then due and owing on the Bonds shall be distributed to all Bondholders ratably, without priority of one over the other, in the proportion that all such amounts due each Bondholder under this clause "first" bear to the aggregate of all amounts due to all Bondholders under this clause "first," under all such Bonds; and

Second, the balance, if any, of such payment remaining thereafter shall be distributed to the Owner Trustee.

If as a result of any failure by the Owner Trustee or the Tenant to pay in full any payment of Fixed Rent or Additional Rent when due (or within any applicable period of grace) the Indenture Trustee shall not have received an amount sufficient to enable it to make the required distribution pursuant to clause "first" of this §4.01, the Indenture Trustee, except as otherwise provided in §4.03 in connection with an Indenture Event of Default, shall, upon the expiration of the applicable grace period, if any, distribute any amounts of the character referred to in §4.05 then held by it or thereafter received by it to the Bondholders to the extent necessary to enable the Indenture Trustee to make the distributions then due pursuant to such clause "first".

Section 4.02. Tenant Purchase of the Premises; Repair and Replacement.

(a) *Tenant Purchase of the Premises.* Except as otherwise provided in §4.03 hereof, any payments received by the Indenture Trustee as a result of a termination of the Lease with respect to any of the Premises pursuant to §§11.0(c), 11.1(b) or 12.0(e) of the Lease shall in each case be distributed forthwith upon receipt by the Indenture Trustee in the following order of priority:

First, so much of such payments as shall be required to pay in full the aggregate amount of principal, Yield Maintenance Premium, if any, and interest (including interest on overdue principal, Yield Maintenance Premium, if any, and overdue interest) then due and unpaid on the Related Bonds pursuant to Article III hereof shall be distributed to the Bondholders of such Related Bonds ratably, without priority of one over the other, in the proportion that all such amounts due each Bondholder under this clause "first" bears to the aggregate amount due all Bondholders under this clause "first".

Second, so much of such payment remaining as shall be required to reimburse any then existing or prior Bondholder for amounts paid or advanced by such Bondholder to the Indenture Trustee pursuant to § 6.04 (to the extent not previously reimbursed) shall be distributed to such then existing or prior Bondholder, and if the payments remaining are insufficient to pay all such amounts in full, they shall be distributed ratably, without priority of any recipient over any other recipient in the proportion the aggregate amount due each Bondholder under this clause "second" bears to the aggregate amount due all Bondholders under this clause "second".

Third, so much of such payment remaining as shall be required to pay any indemnity due to any then existing or prior Bondholders pursuant to Article VIII of the Participation Agreement shall be distributed to such then existing or prior Bondholders entitled to such indemnity, and if the payments remaining are insufficient to pay all such amounts in full, they shall be distributed ratably, without priority of any Bondholder, in the proportion that the aggregate amount due each Bondholder under this clause "*third*" bears to the aggregate amount due all Bondholders under this clause "*third*".

Fourth, the balance, if any, shall be distributed to the Owner Trustee.

(b) *Repair and Replacement*. Except as otherwise provided in §§4.02(a) or 4.03 hereof, any payment received by or payable to the Owner Trustee or the Indenture Trustee directly or indirectly from any insurer, Governmental Authority or any other Person pursuant to the Lease shall be applied as provided in the Lease. Any portion of any such payment required to be paid to the Tenant pursuant to the Lease shall be paid over to or assigned to the Tenant as and to the extent the Tenant is entitled to receive the same under the Lease. Any such payment held for the account of the Tenant that is not at the time to be paid to the Tenant pursuant to the Lease because a Lease Default or a Lease Event of Default shall have occurred and be continuing shall be held by the Indenture Trustee as security for the obligations of the Tenant under the Lease and the other Operative Documents and shall be invested in accordance with §4.06. At such time as the conditions specified in the Lease for payment of such amounts to the Tenant, shall be fulfilled, such portion, and the proceeds of any investment thereof, shall be paid to the Tenant, unless theretofore applied in accordance with the provisions of the Lease and this Indenture.

(c) *Application of Payments*. The portion of each payment distributed to any Bondholder as provided in §§4.01(a) and 4.02(a) hereof on account of principal of, Yield Maintenance Premium, if any, and interest on such Bond shall be applied by such Bondholder in payment of such Bond, *first*, to the payment of accrued interest (including interest on overdue principal and to the extent permitted by Governmental Rules, Yield Maintenance Premium, if any, and overdue interest) on such Bond to the date of such payment, *second*, to the payment of the Yield Maintenance Premium, if any, on such Bond then due thereunder and *third*, to the payment of the principal amount of such Bond then due thereunder.

Section 4.03. Payments after Indenture Default. (a) All payments received and amounts held or realized by the Indenture Trustee after (1) an Indenture Event of Default shall have occurred and so long as such Indenture Event of Default shall be continuing (including any amounts realized by the Indenture Trustee from the exercise of any remedies pursuant to Article XIII of the Lease, but excluding any Excepted Payments and Rights, and (2) the Indenture Trustee has received a request to exercise remedies hereunder pursuant to §§ 6.02 or 6.03 shall be promptly distributed by the Indenture Trustee in the following order of priority:

First, to the payment of the costs and expenses of foreclosure or suit, if any, and of such sale, and to the extent permitted by Governmental Rules, the reasonable compensation of the Indenture Trustee, their agents, attorneys and counsel, and of all proper expenses, liability and advances incurred or made hereunder by the Indenture Trustee;

Second, in the manner provided in clause "*First*" of §4.02(a) hereof;

Third, in the manner provided in clause "*Second*" of §4.02(a) hereof;

Fourth, in the manner provided in clause "*Third*" of §4.02(a) hereof; and

Fifth, the balance, if any, shall be distributed to the Owner Trustee.

(b) All payments received and amounts held or realized by the Indenture Trustee after an Indenture Default shall have occurred and be continuing that would otherwise be distributed to the Owner Trustee shall not be distributed to the Owner Trustee but shall be held by the Indenture Trustee as part of the Indenture Estate until such Indenture Default has been cured or waived; *provided, however*, that if either (1) such Indenture Default shall not have become an Indenture Event of Default within 180 days after the receipt of such amounts by the Indenture Trustee or (2) the Indenture Trustee shall not have proceeded to exercise any remedy hereunder or under the Lease for 180 days after such Indenture Default has become an Indenture Event of Default, such amounts shall be distributed to the Owner Trustee together with interest (if any) earned thereon. Any amounts held by the Indenture Trustee pursuant to this §4.03(b) shall be invested by the Indenture Trustee from time to time in Permitted Investments selected by the Indenture Trustee in the manner specified in §4.06.

Section 4.04. Application of Certain Other Payments. Except as otherwise provided in §4.03 hereof, any payment received by the Indenture Trustee for which provision as to the application thereof is made in any Operative Document, but not elsewhere in this Indenture, shall be applied forthwith to the purpose for which such payment was made in accordance with the terms of such Operative Document.

Section 4.05. Other Payments. Except as otherwise provided in §4.03 and §4.04 hereof, any payments received by the Indenture Trustee and all amounts realized by the Indenture Trustee under the Lease, the Participation Agreement, this Indenture or otherwise with respect to the Premises (including, without limitation, all amounts realized upon the sale or lease of the Premises after the termination of the Lease with respect thereto) for which no provision as to the application thereof is made in any Operative Document or elsewhere in this Article IV shall be held by the Indenture Trustee as part of the Indenture Estate, and, to the extent the same are remaining, received or realized at any time after payment in full of the principal of, Yield Maintenance Premium, if any, and interest on all Bonds and all other amounts due and owing to the Bondholders hereunder and under the other Operative Documents, such payments and amounts, together with any other amounts remaining as part of the Indenture Estate after payment in full of the principal of, Yield

Maintenance Premium, if any, and interest on all Bonds and all other amounts due and owing to the Bondholders hereunder and under the other Operative Documents, shall be distributed forthwith by the Indenture Trustee in the order of priority set forth in §4.03 hereof, omitting payments to the Bondholders. Notwithstanding any other provision of this Indenture, any payment received by the Indenture Trustee from or on behalf of the Tenant pursuant to the Tenant's indemnities in favor of the Indenture Trustee in its individual capacity contained in Article VIII of the Participation Agreement shall be retained by the Indenture Trustee for its own account.

Section 4.06. Investment of Certain Payments Held by Indenture Trustee. Any amounts held by the Indenture Trustee pursuant to §§4.02(b), 4.03(b), 4.04, 4.05 or 6.07(b) shall be invested by the Indenture Trustee from time to time at the written direction of the Owner Trustee (or, if an Indenture Event of Default shall have occurred and be continuing, as directed by a Majority in Interest of Holders of Bonds) in Permitted Investments. Such investments shall mature not later than the dates on which the monies so invested shall be required to be applied pursuant to the terms of this Indenture. Any income or gain realized as a result of any such investment shall be applied to make up any losses resulting from any such investment or any other investment hereunder to the extent such losses shall not have been recovered from the Owner Trustee or the Indenture Trustee pursuant to this §4.06. Any other income or gain so realized shall be promptly distributed on the next succeeding Bond Payment Date in accordance with §4.01. Upon incurring any losses from any such investment, which losses are not made up from income or gain as aforesaid, the Indenture Trustee shall promptly notify the Owner Trustee and the Tenant thereof and, upon receipt of such notice, the Owner Trustee shall promptly pay to the Indenture Trustee the amount of such loss, which amount shall be credited to the appropriate account. The Indenture Trustee shall have no liability for any loss resulting from any such investment other than by reason of the willful misconduct or gross negligence of the Indenture Trustee (it being understood and agreed that the Indenture Trustee shall be liable for losses resulting from any investments made by the Indenture Trustee which are not Permitted Investments). Any such investment may be sold (without regard to maturity date) by the Indenture Trustee whenever necessary to make any distribution required by this Article IV.

Section 4.07. Excepted Payments and Rights. Notwithstanding any provision in this Article IV to the contrary, any Excepted Payments and Rights received or held by the Indenture Trustee at any time shall be promptly paid or distributed by the Indenture Trustee to the Person or Persons entitled thereto.

Section 4.08. Payments to Owner Trustee. Unless otherwise directed by the Owner Trustee, all payments to be made to the Owner Trustee hereunder shall be made to the Owner Participant by wire transfer of immediately available funds as soon as practicable but in any event by 1:00 p.m., New York, New York time, on the date of receipt (assuming the Indenture Trustee has received such funds prior to 11:00 a.m., New York, New York time, on the same day), to such account at such bank or trust company as the Owner Participant shall from time to time designate in writing to the Indenture Trustee.

ARTICLE V
PARTICULAR COVENANTS OF OWNER TRUSTEE

Section 5.01. Warranty of Title. THE OWNER TRUSTEE, AS TRUST COMPANY AND AS OWNER TRUSTEE, MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, VALUE, COMPLIANCE WITH SPECIFICATIONS, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT OR FITNESS FOR USE OF THE INDENTURE ESTATE (OR ANY PART THEREOF) OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE INDENTURE ESTATE (OR ANY PART THEREOF), except that the Owner Trustee hereby represents and warrants that on the Closing Date the Owner Trustee shall have received whatever title and rights to the Indenture Estate as were conveyed to it by the Deeds and Bills of Sale and the Owner Trustee will warrant defend the title to the Indenture Estate against Landlord Liens.

Section 5.02. Owner Trustee's Obligations. The Owner Trustee hereby covenants that it will faithfully observe and perform at all times each and all covenants, undertakings, stipulations and provisions on its part to be observed or performed contained in (a) any Bond executed, authenticated and delivered hereunder and (b) the Operative Documents to which it is a party to the same extent and with the same force and effect as if each and all said covenants, undertakings, stipulations and provisions so incorporated herein by reference were set forth and repeated herein at length.

Section 5.03. Office for Notices. The Owner Trustee shall maintain an office while any of the Bonds issued hereunder are Outstanding at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, Attention: Corporate Trust Administration, where notices, presentations, and/or demands to or upon the Owner Trustee in respect of this Indenture or the Bonds may be made or given, until such time as the Owner Trustee shall notify the Indenture Trustee of any such change.

Section 5.04. Payment of Principal, Premium and Interest. Subject to the limitations contained in §2.04(c) hereof, the Owner Trustee hereby covenants that it will promptly pay or cause to be paid the principal, Yield Maintenance Premium, if any, and interest on every Bond issued under this Indenture in accordance with such Bonds and this Indenture and, at the place and on the dates and in the manner provided herein. All payments of principal, Yield Maintenance Premium, if any, and interest on the Bonds shall be payable solely from the sources described in §2.04(c). Nothing in the Bonds or this Indenture shall be construed as Granting any funds or assets of the Owner Trustee other than those funds or assets Granted by the Owner Trustee hereby.

Section 5.05. Revenues from Premises. The Owner Trustee hereby covenants that so long as any of the Bonds are Outstanding it will deposit or cause to be deposited with the Indenture Trustee for its account all revenues, moneys and receipts derived pursuant to the Operative Documents (except Excepted Payments and Rights) or that are otherwise part of the Indenture Estate for distribution or retention by the Indenture Trustee to pay the

principal, Yield Maintenance Premium, if any, and interest on the Bonds as the same become due and payable pursuant to this Indenture.

Section 5.06. Actions with Respect to the Indenture Estate. (a) The Owner Trustee will give to the Indenture Trustee notice of all Lease Defaults and Lease Events of Default by the Tenant under the Lease or any assignment of the Lease or sublease of the Indenture Estate promptly after obtaining actual knowledge thereof. Neither this Indenture nor any action or inaction on the part of the Indenture Trustee or any Bondholder shall constitute an assumption on the part of the Indenture Trustee or such Bondholder of any obligation to the Tenant or any other Person under the Lease.

(b) Without limiting the foregoing, except with respect to Excepted Payments and Rights, the Owner Trustee will not without the prior written consent of the Indenture Trustee:

(1) declare a default or exercise any claims, rights or remedies under the Lease or the Guarantees, or terminate, modify, amend, waive or accept a surrender of, or offer or agree to any termination, modification, consent, amendment, waiver or surrender of, or give or withhold any consent with respect to, or exercise any right or option, or take any other action (other than affirmative obligations expressly required by the terms of Lease) contemplated by the Lease or the Guarantees, or any term or provision of any thereof, or consent to the creation or exercise of any Lien (other than the Lien of this Indenture) or secure the payment of Debt upon the leasehold estate created by the Lease or any part thereof; or

(2) receive or collect or permit the receipt or collection of any payment of Rent, including, without limitation, Fixed Rent, Additional Rent, payments pursuant to Articles XI and XIII and §12.0(e) of the Lease, Stipulated Loss Value payments, Yield Maintenance Premium payments, if any, purchase proceeds or avails, insurance proceeds or condemnation awards or of any amount under the Guarantees prior to the date for the payment thereof provided by the Lease or the Guarantees, as the case may be, or assign, transfer or hypothecate (other than to the Indenture Trustee hereunder) any payment of Rent, including, without limitation, Fixed Rent, Additional Rent, payments pursuant to Articles XI and XIII and §12.0(e) of the Lease, Stipulated Loss Value payments, Yield Maintenance Premium payments, if any, purchase proceeds or avails, insurance proceeds or condemnation awards, then due or to accrue in the future under the Lease or any payment under the Guarantees.

(c) So long as the Lien of this Indenture shall not have been satisfied and discharged, the Owner Trustee does hereby irrevocably constitute and appoint the Indenture Trustee its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead to (1) ask, require, demand, collect and receive Rent, including, without limitation, any and all Fixed Rent, Additional Rent, payments pursuant to Articles XI and XIII and §12.0(e) of the Lease, Stipulated Loss Value payments, Yield Maintenance Premium payments, if any, purchase proceeds or avails, income, insurance proceeds, condemnation awards, and other sums paid or payable to the Owner Trustee

pursuant to the Lease or the Guarantees and other sums which are assigned under the Granting Clauses hereof but excluding Excepted Payments and Rights due and to become due under or arising out of the Operative Documents to which it is a party and all other property which now or hereafter constitutes part of the Indenture Estate, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or to institute any proceedings which the Indenture Trustee may deem to be necessary or advisable in the Premises and (2) without limiting the provisions of the foregoing clause (1) hereof if any Indenture Event of Default shall have occurred and be continuing, to sue for, compound and give acquittance for, or settle, adjust or compromise any claim for any and all such Fixed Rent, Additional Rent, payments pursuant to Articles XI and XIII and §12.0(e) of the Lease, Stipulated Loss Value payments, Yield Maintenance Premium payments, if any, purchase proceeds or avails, income, insurance proceeds, condemnation awards and other sums paid or payable to the Owner Trustee pursuant to the Lease or the Guarantees and other sums which are assigned under the Granting Clauses hereof as fully as the Owner Trustee could itself do, to accept or reject, in its sole and absolute discretion (subject to §7.01(a), (b) and (c)), any Section 11.0(c) Offer, Section 11.1(b) Offer or Designated Event Offer by the Tenant to purchase the Premises as provided in the Lease and upon acceptance of such Section 11.0(c) Offer, Section 11.1(b) Offer or Designated Event Offer to execute and deliver in the name and on behalf of the Owner Trustee an appropriate deed and/or a bill of sale and other instruments of transfer relating to the Premises, when purchased by the Tenant in respect to any such purchase, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Owner Trustee or otherwise, which the Indenture Trustee may deem necessary or appropriate to protect and preserve the right, title and interest of the Indenture Trustee in and to such Rent and other sums and the security intended to be afforded thereby. The Tenant under the Lease is or will be directed to make all payments of Fixed Rent and all other amounts which are or are required to be paid to or deposited with the Owner Trustee but excluding Excepted Payments and Rights pursuant to the Lease directly to the Indenture Trustee at such address or addresses as the Indenture Trustee shall specify, for application as provided in this Indenture. The Owner Trustee agrees that promptly on receipt thereof, it will transfer to the Indenture Trustee any and all moneys from time to time received by it constituting part of the Indenture Estate, for distribution by the Indenture Trustee pursuant to this Indenture.

Section 5.07. Limitation on Business; Limitation on Debt. The Owner Trustee will not enter into any other business or other activity other than the business of leasing the Premises to the Tenant, the owning of the Premises, and the carrying out of the transactions contemplated by the Operative Documents and other matters incidental thereto.

Except with the consent of the Indenture Trustee or as provided in Article VII of the Lease, the Owner Trustee will not contract for, create, incur, assume or suffer to exist any Debt (other than Debt created by or incidental to the Operative Documents) and will not guarantee (directly or indirectly or by an instrument having the effect of assuring another's payment or performance on any obligation or capability of so doing, or otherwise), endorse or otherwise be or become contingently liable, directly or indirectly in connection with the Debt of any other Person.

Section 5.08. Transfer of Indenture Estate. The Owner Trustee agrees not to sell, lease, encumber, transfer, convey or otherwise dispose of any of its right, title or interest in or to any part of the Indenture Estate, nor shall a voluntary sale, lease, pledge or other transfer of the Owner Trustee's interest in the Indenture Estate or any part or portion thereof be effected by the Owner Trustee, without the prior written consent of the Indenture Trustee having been obtained (a) to such sale, transfer, conveyance, encumbrance, lease or pledge, (b) to the purchaser, transferee, lessee, or pledgee and (c) to the form and substance of any instrument evidencing such purchase, transfer, lease or pledge, except that the Owner Trustee may sell its interest in the Indenture Estate to a successor Owner Trustee under the Trust Agreement or to the Indenture Trustee.

Section 5.09. Recordation, Filing of Financing Statements and Further Assurances. The Owner Trustee hereby covenants that it:

(a) will or will cause this Indenture and the Lease (or memoranda thereof), together with all financing statements (and each amendment and supplement to each of said instruments and financing statements), at all times to be recorded and filed, as the case may be, in the form provided and in such places as are necessary or advisable in the opinion of counsel to the Bondholders and the Indenture Trustee in order to publish notice of and create the Lien of, and the security interests created in the Indenture Estate,

(b) will cause to be filed all continuation statements under the Uniform Commercial Code of the State of Alabama in such manner and in such places as it shall be advised in writing are necessary or as may be reasonably requested by the Indenture Trustee or the Tenant in order to protect and maintain in force the Lien of the Indenture and the security interest created in the Indenture Estate and will be responsible for the reasonable costs incurred by the Owner Trustee in filing all continuation statements hereunder, and

(c) will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, conveyances, transfers, instruments and assurances reasonably required by the Indenture Trustee for the Granting to the Indenture Trustee of the Owner Trustee's interest in the Indenture Estate hereby Granted or for carrying out the intention of, or facilitating the performance of, this Indenture and will pay all recording taxes and fees incident to or in connection with (1) the preparation, execution, delivery or acknowledgment of the documents to be filed, registered or recorded, (2) any instruments of further assurances and (3) the Bonds.

Section 5.10. Repurchase of the Bonds. Neither the Owner Trustee nor the Owner Participant nor any Affiliate of either thereof, directly or indirectly, may repurchase or make any offer to repurchase any Bonds unless the offer has been made to repurchase Bonds, *pro rata*, from all Bondholders at the same time and upon the same terms. In case the Owner Trustee or the Owner Participant or any of their respective Affiliates repurchases any Bonds, such Bonds shall remain Outstanding solely for the purpose of permitting the

Bondholder thereof to collect and retain its *pro rata* share of the payments of principal, Yield Maintenance Premium, if any, and interest accrued on the Bonds but in no event shall such Bonds be deemed to be outstanding for purposes of any determination or decision to be made by the Bondholders hereunder or under any of the other Operative Documents or for purposes of any written direction or action to be taken by the Indenture Trustee hereunder or under any of the other Operative Documents or for any other reason whatsoever other than for the purpose of receiving payment in respect of the Bonds as set forth above.

Section 5.11. Ownership of Indenture Estate. The Owner Trustee has the right, power and authority to grant, warranty, pledge, assign, sell, demise, bargain, hypothecate, convey, grant a security in, transfer and set over the Indenture Estate to the Indenture Trustee for the uses and purposes herein set forth.

Section 5.12. Inspection of Premises Books. The Owner Trustee hereby covenants that all books and documents in its possession relating to the Indenture Estate and the revenues derived from the Indenture Estate (other than its tax records) shall at all reasonable times be open to inspection by such accountants or other agents as the Indenture Trustee may from time to time designate.

Section 5.13. Yield Maintenance Premium. Whenever the term Yield Maintenance Premium is used in this Indenture it shall only refer to amounts received by the Indenture Trustee from the Tenant pursuant to §5.07 of the Participation Agreement or §12.0(e) of the Lease and if for any reason such amounts have not been so received such failure shall not reduce or diminish any amount which the Owner Trustee is entitled to be paid or to have distributed to it under this Indenture or preclude the Owner Trustee from exercising or enforcing any right to which it is entitled under this Indenture, *provided, however*, that this provision shall not apply to any Yield Maintenance premium due pursuant to §3.06 or §8.04 hereof.

ARTICLE VI DUTIES OF INDENTURE TRUSTEE; CERTAIN RIGHTS OF OWNER TRUSTEE

Section 6.01. Intentionally Not Used.

Section 6.02. Action upon Indenture Default. If the Indenture Trustee shall have knowledge (whether by receiving notice under §11.02 or otherwise) of an Indenture Default, Indenture Event of Default, Lease Default or Lease Event of Default, the Indenture Trustee shall promptly (and in no event more than 3 Business Days after receiving such knowledge) give telefaxed or telephonic notice of such Indenture Default, Indenture Event of Default, Lease Default or Lease Event of Default to each Bondholder, the Owner Trustee, the Owner Participant and the Tenant (confirmed by written notice sent in the manner provided in §12.04) which notice shall set forth in reasonable detail the circumstances known to it with respect thereto. Subject to the terms hereof, the Indenture Trustee shall take such action, or refrain from taking such action with respect to an Indenture Default or an Indenture Event of Default, as the Indenture Trustee shall be instructed in writing by a

Majority in Interest of Holders of Bonds. For all purposes of this Indenture, in the absence of actual knowledge of an officer in the Corporate Trustee Department of the Indenture Trustee, the Indenture Trustee shall not be deemed to have knowledge of an Indenture Default, Indenture Event of Default, Lease Default, or Lease Event of Default (except the failure of the Tenant to pay any installment of Fixed Rent when the same shall become due and except in the case of the failure of the Owner Trustee to maintain insurance as required in the Lease, if the Indenture Trustee shall receive a notice thereof from an insurer or broker) unless notified in writing by any Bondholder, the Owner Participant, the Owner Trustee or the Tenant.

Section 6.03. Other Action upon Instructions. Subject to the terms of this Article VI, upon the written instructions at any time and from time to time of a Majority in Interest of Holders of Bonds, the Indenture Trustee shall take such of the following actions as may be specified in such instructions: (a) give such notice, consent or direction, or exercise such right, remedy or power or take such action under this Indenture or any other Operative Document, or in respect of any part or all of the Indenture Estate as shall be specified in such instructions (and in the case of any such direction to give notice to the Tenant of a Lease Default the giving of which starts the grace period in respect of such Lease Default, the Indenture Trustee shall deliver a copy of such notice to the Owner Trustee); (b) take such action with respect to, or to preserve or protect, the Indenture Estate (including the discharge of Liens) as shall be specified in such instructions; and (c) approve as satisfactory to it all matters required by the terms of any of the Operative Documents to be satisfactory to the Indenture Trustee. Subject to §5.09, the Indenture Trustee, upon the instructions at any time and from time to time of a Majority in Interest of Holders of Bonds, shall execute and file any financing statement (and any continuation statement with respect to any such financing statement) or any other similar document relating to the security interests or the assignments created by this Indenture as may be specified in such instructions or request (which instructions or request shall be accompanied by the document to be so filed).

Section 6.04. Indemnification of Indenture Trustee, Etc. The Indenture Trustee shall not be required to take any action or refrain from taking any action under Article VIII or §6.03 (other than pursuant to the foregoing §6.03, with respect to the filing of any financing statements and any continuation statements in respect thereof) unless the Indenture Trustee shall have been indemnified by the Bondholders, in manner and form reasonably satisfactory to the Indenture Trustee, against any liability, cost or expense (including counsel fees) which may be incurred in connection with such action or inaction, unless in the reasonable judgment of the Indenture Trustee, the indemnities of the Tenant contained in the Lease and the Participation Agreement shall be adequate for such purpose. The Indenture Trustee shall not be required to take any action under this Indenture, nor shall any other provision of this Indenture be deemed to impose a duty on the Indenture Trustee to take any action, if the Indenture Trustee shall have received an opinion of counsel that such action is contrary to the terms hereof or the Lease or applicable Governmental Rules.

Section 6.05. No Duties Except as Specified; Duty to Clear Certain Liens. The Indenture Trustee shall not have any duty or obligation to manage, control, use, sell, dispose of or otherwise deal with the Premises or any part of the Indenture Estate, or otherwise to

take or refrain from taking any action under, or in connection with, this Indenture, except as expressly provided by the terms hereof or, to the extent not so provided, as expressly provided in written instructions from a Majority in Interest of Holders of Bonds, and no implied duties or obligations of the Indenture Trustee shall be read into this Indenture. The Indenture Trustee nevertheless agrees that it will, in its individual capacity and at its own cost and expense, promptly take such action as may be necessary duly to discharge all Indenture Trustee Liens on any part of the Indenture Estate and shall indemnify and hold harmless the Owner Trustee and the Indenture Estate from and against all claims in connection therewith.

Section 6.06. No Action Except under the Lease or Instructions. The Indenture Trustee agrees that it will not manage, control, use, sell, dispose of or otherwise deal with the Premises or any other part of the Indenture Estate except (a) in accordance with the terms of the Lease to the extent applicable to the Indenture Trustee as assignee of the Owner Trustee, (b) in accordance with the powers granted to, or the authority conferred upon, the Indenture Trustee pursuant to this Indenture, or (c) in accordance with the express terms hereof or written instructions from a Majority in Interest of Holders of Bonds.

Section 6.07. Right of Owner Trustee to Cure Events of Default.

(a) *Payments of Fixed Rent.* If the Tenant shall fail to make full payment of Fixed Rent due on any Bond Payment Date (the "*Failed Fixed Rent Payment*"), the Indenture Trustee shall give notice thereof to the Owner Trustee as provided in §3.09. So long as an Indenture Event of Default not attributable to a Lease Event of Default shall not have occurred and be continuing hereunder, the Owner Trustee or the Owner Participant, without the consent of the Indenture Trustee or any Bondholder, may (but shall not be required to) pay to the Indenture Trustee, at any time prior to the expiration of 10 Business Days after the later of (1) the date on which the related Lease Event of Default occurs and (2) the giving of such notice of such Failed Fixed Rent Payment by the Indenture Trustee, for application in accordance with Article IV, an amount equal to the principal of and interest on the Bonds payable (otherwise than by declaration or acceleration) on such Bond Payment Date, together with any interest due thereon on account of the delayed payment thereof at the Overdue Rate and such payment by the Owner Trustee or the Owner Participant shall be deemed (for purposes of this Indenture) to have cured any Indenture Default or Indenture Event of Default which arose or would have arisen from such Failed Fixed Rent Payment (but not any other Indenture Default or Indenture Event of Default which shall have occurred and be continuing). Such right to cure by the making of such Failed Fixed Rent Payments may be exercised only if there have not been cures by the Owner Trustee or the Owner Participant of the two consecutive preceding Failed Fixed Rent Payments or of any six preceding Failed Fixed Rent Payments (for purposes hereof, any Failed Fixed Rent Payment shall count as two consecutive Failed Fixed Rent Payments if six months prior to the due date thereof no Fixed Rent was due under the Lease).

(b) *Other Payments and Agreements.* If the Tenant shall fail to perform or comply with any of its other covenants and agreements contained in the Lease or any other Operative Document, then so long as no other Indenture Event of Default (other than an

Indenture Event of Default referred to in §6.07(a) that is concurrently being cured as therein provided) shall have occurred and be continuing, the Owner Trustee or the Owner Participant may (but shall not be required to) pay such amounts as may be necessary to perform or comply with such covenant or agreement at any time prior to the expiration of 20 Business Days after the expiration of any grace period with respect thereto, and such performance or compliance by the Owner Trustee or the Owner Participant shall be deemed to cure any Indenture Default or Indenture Event of Default which arose or would have arisen from such failure of the Tenant (but not any other Indenture Default or Indenture Event of Default which shall have occurred and be continuing); *provided, however*, that this §6.07(b) shall cease to apply if during the 12-month period immediately preceding the relevant default by the Tenant there shall have been expended by the Owner Participant pursuant to this §6.07(b) (and shall have not been reimbursed by the Tenant to the Owner Trustee for distribution to the Owner Participant) an amount in excess of \$2,000,000.

(c) *No Impairment of Indenture Estate; Subrogation.* The Owner Trustee or Owner Participant, upon exercising any of its respective rights under §§6.07(a) or 6.07(b) shall not obtain any Lien on the Premises or any part thereof or any other part of the Indenture Estate on account of such payment or performance or compliance or the costs and expense incurred in connection therewith nor shall any claims of the Owner Trustee or the Owner Participant against the Tenant or any other party for the repayment thereof impair the prior right and security interest of the Indenture Trustee in and to the Indenture Estate. In the event the Owner Trustee or the Owner Participant exercises the right to cure a Failed Fixed Rent Payment pursuant to §6.07(a) and upon such payment by the Owner Trustee or the Owner Participant, as the case may be, of the amount of principal and interest then due and payable on the Bonds, the Owner Trustee or the Owner Participant, as the case may be, shall be subrogated to the rights of the Indenture Trustee and the Bondholders in respect of the Fixed Rent which was overdue at the time of such payment and interest payable by the Tenant on account of its being overdue, and therefore, if no other Indenture Event of Default shall have occurred and be continuing and if all principal and interest payments due on the Bonds have been paid, at the of receipt by the Indenture Trustee of such Fixed Rent, the Owner Trustee or the Owner Participant, as the case may be, shall be entitled to demand payment or reimbursement payment from the Tenant, but may not exercise any remedy under the Lease, or notwithstanding any other provision of this Indenture receive such Fixed Rent and such interest upon receipt thereof by the Indenture Trustee; *provided* that (1) in the event the principal and interest on the Bonds shall have become due and payable pursuant to §8.02 hereof, such subrogation shall, until the principal of and interest on all Bonds shall have been paid in full, be subordinate to the rights of the Indenture Trustee and the Bondholders in respect of such payment of Fixed Rent and such interest on such overdue Fixed Rent prior to receipt by the Owner Trustee or the Owner Participant of any amount pursuant to such subrogation, and (2) the Owner Trustee or the Owner Participant, as the case may be, shall not be entitled to seek to recover any such payment (or any payment in lieu thereof) except pursuant to the foregoing right of subrogation. In the event that the Owner Trustee or the Owner Participant exercises the right to cure a Lease Event of Default pursuant to §6.07(b), the Owner Trustee or the Owner Participant, as the case may be, may seek to recover any moneys advanced in connection therewith from the Tenant by proceeding by appropriate court action or actions,

either at law or in equity, to enforce performance by the Tenant of the covenants and agreements of the Lease breached by the Tenant or to recover damages from the Tenant for such breach thereof (but in no event may the Owner Trustee enforce the remedy of terminating the Lease); *provided* that in the event the principal of and interest on the Bonds shall have become due and payable pursuant to §8.02 hereof at the time the Owner Trustee or the Owner Participant seeks recovery of any such monies and such declaration has not been rescinded, such claim and the right to receive such money shall, until the principal of and interest on all Bonds shall have been paid in full, be subordinate to the rights of the Indenture Trustee and the Bondholders to receive payment in full of the Bonds prior to receipt by the Owner Trustee or the Owner Participant of any such moneys.

(d) *Lease Not to be Declared in Default.* Until the expiration of the period during which the Owner Trustee or the Owner Participant shall be entitled to exercise any rights under §§6.07(a) or 6.07(b) with respect to any failure referred to therein, the Indenture Trustee shall not declare the Lease to be in default as a result of such particular failure and neither the Indenture Trustee nor any Bondholder shall take or commence any action it would otherwise be entitled to take or commence as a result of such failure by the Tenant under §13.1 of the Lease.

Section 6.08. Subordination, Attornment and Nondisturbance Agreements. At any time that the Owner Trustee shall be required to enter into a Subordination, Attornment and Nondisturbance Agreement pursuant to the requirements of §10.01 of the Lease, the Indenture Trustee will, at the request of the Owner Trustee, enter into a Subordination, Attornment and Nondisturbance Agreement in the form of Exhibit F-1 attached to the Lease, with any subtenant or sub-subtenant of the Tenant that satisfies the requirements of §10.01 of the Lease.

ARTICLE VII RELEASE OF INDENTURE ESTATE; DISCHARGE OF LIEN; TERMINATION OF INDENTURE

Section 7.01. Total Loss; Total Taking; Rejectable Offer by the Tenant.

(a) *Acceptance of Rejectable Offer; Release of the Mortgaged Property.* If (1) any Premises has been the subject of a Total Loss and the Tenant has elected pursuant to §11.0(c) of the Lease to make a Section 11.0(c) Offer to purchase the Owner Trustee's interest in such Premises as provided in §11.0(c) of the Lease, or (2) any Premises has been the subject of a Total Taking and the Tenant has made a Section 11.1(b) Offer to purchase the Owner Trustee's interest in such Premises pursuant to §11.1(b) of the Lease or (3) there has been a Designated Event and the Tenant has been directed pursuant to §12.0(e) of the Lease to make a Designated Event Offer to purchase the Owner Trustee's interest in all of the Premises as provided in §12.0(e) of the Lease, and if the Owner Trustee either accepts such Section 11.0(c) Offer or Section 11.1(b) Offer or Designated Event Offer, as the case may be, or fails to reject such offer as set forth therein, then, upon payment by the Owner Trustee of the Related Bonds required to be prepaid in connection therewith pursuant to §§3.03 or 3.04 or 3.07 hereof, the Indenture Trustee shall then and

thereupon execute (or cause to be executed) a release of the Lien of this Indenture with respect to such Premises.

(b) *Rejection of Rejectable Offer; Payment of Related Bonds.* If (1) any Premises has been the subject of a Total Loss and the Tenant has elected pursuant to §11.0(c) of the Lease to make a Section 11.0(c) Offer to purchase the Owner Trustee's interest in such Premises as provided in §11.0(c) of the Lease, or (2) any Premises has been the subject of a Total Taking and the Tenant has made a Section 11.1(b) Offer to purchase the Owner Trustee's interest in such Premises pursuant to §11.1(b) of the Lease or (3) there has been a Designated Event and the Tenant has been directed pursuant to §12.0(e) of the Lease to make a Designated Event Offer to purchase all of the Premises as provided in §12.0(e) of the Lease, and if the Owner Trustee rejects such Section 11.0(c) Offer or Section 11.1(b) Offer or Designated Event Offer, as the case may be, as set forth therein, then upon prepayment by the Owner Trustee of the Related Bonds required to be prepaid in connection therewith pursuant to §§3.03 or 3.04 or 3.07 hereof, the Indenture Trustee shall execute (or cause to be executed) a release of the Lien of this Indenture with respect to such Premises. The Owner Trustee may in no event reject any Section 11.0(c) Offer or Section 11.1(b) Offer or Designated Event Offer pursuant to §§11.0(c) or 11.1(b) or §12.0(e) of the Lease, respectively, without first either having prepaid the Related Bonds in accordance with §§3.03 or 3.04 or 3.07 hereof, or having obtained the written consent of the Indenture Trustee. Subject to the provisions of clause (c) of this §7.01 which provides that the Indenture Trustee shall consent to the rejection of a Section 11.0(c) Offer or Section 11.1(b) Offer or Designated Event Offer upon receipt of moneys sufficient to prepay the Related Bonds required to be prepaid, if for any other reason whatsoever the Indenture Trustee withholds or fails to deliver its consent to reject any Section 11.0(c) Offer or Section 11.1(b) Offer or Designated Event Offer or if in such other circumstances the Owner Trustee rejects such Section 11.0(c) Offer or Section 11.1(b) Offer or Designated Event Offer and the Indenture Trustee does not consent to such rejection as required thereby, for purposes of §§11.0(c) or 11.1(b) or §12.0(e) of the Lease the Owner Trustee shall be absolutely, unconditionally and irrevocably deemed to have accepted such Section 11.0(c) Offer or Section 11.1(b) Offer or Designated Event Offer.

(c) *Consent to Rejection of Rejectable Offer.* If (1) any Premises has been the subject of a Total Loss and the Tenant has elected pursuant to §11.0(c) of the Lease to make a Section 11.0(c) Offer to purchase the Owner Trustee's interest in such Premises as provided in §11.0(c) of the Lease or (2) any Premises has been the subject of a Total Taking and the Tenant has made a Section 11.1(b) Offer to purchase the Owner Trustee's interest in such Premises pursuant to §11.1(b) of the Lease or (3) there has been a Designated Event and the Tenant has been directed pursuant to §12.0(e) of the Lease to make a Designated Event Offer to purchase all of the Premises as provided in §12.0(e) of the Lease, and the Owner Trustee shall have rejected such offer as set forth therein, then, upon the request of the Owner Trustee and upon receipt of moneys from or on behalf of the Owner Trustee sufficient to prepay the amount of Related Bonds required to be prepaid in connection therewith pursuant to §§3.03 or 3.04 or 3.07 hereof (but not otherwise), the Indenture Trustee shall consent to such rejection by the Owner Trustee of such Section 11.0(c) Offer or Section 11.1(b) Offer or Designated Event Offer, as the case may

be, and shall execute (or cause to be executed) a release of the Lien of this Indenture with respect to such Premises.

Section 7.02. Release of Parts — Replacement. Whenever the Tenant has replaced any parts pursuant to Article VII of the Lease, the Indenture Trustee shall execute (or cause to be executed) a release of the Lien of this Indenture with respect to any replaced part upon receipt by the Indenture Trustee of satisfactory evidence that such part has been replaced by a replacement part pursuant to Article VII of the Lease.

Section 7.03. Termination and Release. Upon the earlier of (a) payment in full of the principal of, Yield Maintenance Premium, if any, and interest on all Bonds Outstanding and all other amounts due and owing to any Bondholder or the Indenture Trustee hereunder and under the other Operative Documents in accordance with the terms hereof and thereof and (b) the sale, transfer or other disposition by the Indenture Trustee of all property subjected to or intended to be subjected to the Lien of this Indenture and the final distribution by the Indenture Trustee of all moneys or other property or proceeds constituting the Indenture Estate in accordance with the terms of Article IV, this Indenture will terminate and the Lien of this Indenture upon the Indenture Estate will be released. Upon such termination and release, the Indenture Trustee at the Tenant's cost and expense shall release the Lien of this Indenture and reconvey, without warranty or covenant, any portion of the Indenture Estate then held hereunder to the Owner Trustee, or upon request of the Owner Trustee, and at its expense, assign this Indenture, without recourse to its designees, or to the Person or Persons legally entitled thereto, by an instrument duly acknowledged in form for recording.

ARTICLE VIII DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 8.01. Indenture Events of Default. The following (whether or not any such condition shall be voluntary or involuntary, or come about or be effected by operation of law or pursuant to or in compliance with any Governmental Action of any Governmental Authority) shall be "*Indenture Events of Default*" under this Indenture:

(a) a default in the payment or prepayment of the principal of, or Yield Maintenance Premium, if any, or interest on, any Bond in any such case when and as the same shall become due and payable, whether at the due date thereof or at the date fixed for prepayment or acceleration or otherwise, and such default shall continue unremedied for five days; or a default on the payment when due of any other amount due and payable hereunder or under any Bond or under any other Operative Document and such default shall have continued unremedied for 10 days after the earlier of (1) the date on which an Authorized Representative of the Owner Trustee shall have knowledge thereof and (2) the date on which the Owner Trustee shall have received notice thereof; or

(b) a Lease Event of Default shall have occurred and be continuing, other than a Lease Event of Default relating solely to Excepted Payments and Rights or the

Lease shall have terminated for any reason prior to the expiration of the term thereof (other than in accordance with its terms and conditions); or

(c) (1) the filing of the application by the Owner Trustee or the Owner Participant, as the case may be, for a consent to the appointment of a receiver, trustee, liquidator, custodian or other similar official of itself or of a substantial part of its assets; or (2) the filing by the Owner Trustee or the Owner Participant, as the case may be, of a voluntary petition in bankruptcy or the commencement of any other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar Law now or hereafter in effect or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they become due; or (3) the making by the Owner Trustee or the Owner Participant, as the case may be, of a general assignment for the benefit of creditors; or (4) the filing by the Owner Trustee or the Owner Participant, as the case may be, of an answer admitting the material allegations of or consenting to or defaulting in answering a petition filed against it in any bankruptcy proceeding; or (5) the Owner Trustee or the Owner Participant shall take any corporate action to authorize any of the foregoing; or

(d) the filing against the Trust Estate, the Owner Trustee or the Owner Participant, as the case may be, of an involuntary case under the bankruptcy law of the United States or any proceeding relating to the Trust Estate, the Owner Trustee or the Owner Participant, as the case may be, under any bankruptcy, insolvency or other similar Law of any other jurisdiction, whether now or hereafter in effect; or an order for relief is entered in an involuntary case under the bankruptcy law of the United States, as now or hereafter constituted, or an order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceedings, and such order, judgment or decree remains undismissed or unstayed for a period of 60 days; or

(e) any failure by the Owner Trustee or the Owner Participant, as the case may be, to comply with or perform any provision of this Indenture or any other Operative Document to which the Owner Trustee or the Owner Participant, as the case may be, is a party and such failure shall then have a material adverse effect on the Premises or the security afforded by this Indenture and continuance of such failure for 30 days after the earlier of (1) the date an Authorized Representative of the Owner Trustee or the Owner Participant, as the case may be, shall have knowledge thereof and (2) the date on which the Owner Trustee and the Owner Participant shall have received notice thereof from the Indenture Trustee or any Bondholder; or

(f) any representation or warranty made by the Owner Trustee or the Owner Participant, as the case may be, herein or in any other of the Operative Documents, or otherwise in connection herewith or therewith, proves to be inaccurate or incorrect or is breached or false or misleading in any material respect as of the date such representation or warranty is made or deemed made or reaffirmed, or any certificate, financial statement or other writing furnished by the Owner Trustee or the Owner

Participant, as the case may be, to the Indenture Trustee or any Bondholder pursuant to the Operative Documents is false or misleading in any material respect on the date as of which the facts therein are set forth are stated or certified; and, in any case described in this paragraph (f), such representation, warranty, certificate, financial statement or other writing continues to be false, misleading, inaccurate or incorrect for 30 days after the earlier of (1) the date on which an Authorized Representative of the Owner Trustee or the Owner Participant, as the case may be, shall have knowledge thereof or (2) the date on which the Owner Trustee and the Owner Participant shall have received notice thereof from the Indenture Trustee or any Bondholder.

Section 8.02. Acceleration; Annulment of Acceleration. (a) Upon the occurrence of an Indenture Event of Default under §8.01(c) or (d), all the unpaid principal amount of Bonds Outstanding, together with interest accrued to the date of payment but unpaid thereon, plus to the extent not prohibited by applicable Law and solely to the extent the same is paid by the Tenant pursuant to §5.07 of the Participation Agreement, an amount as liquidated damages for the loss of the bargain evidenced by the Bonds (and not as a penalty) equal to the Yield Maintenance Premium determined as of the date the Bonds are accelerated and all other amounts due to the Bondholders under the Bonds and hereunder and under the other Operative Documents, shall become immediately due and payable, anything in the Bonds or in this Indenture to the contrary notwithstanding, without presentment, demand, notice of dishonor, protest or other formalities of any kind, all of which are hereby expressly waived by the Owner Trustee. Upon the occurrence and continuance of any other Indenture Event of Default, the Indenture Trustee may and, upon the written request of the Majority in Interest of Holders of Bond shall, declare all Bonds Outstanding immediately due and payable, and the unpaid principal amount of such Bonds, together with interest accrued to the date of payment but unpaid thereon, plus to the extent not prohibited by applicable Law and solely to the extent the same is paid by the Tenant pursuant to §5.07 of the Participation Agreement, an amount as liquidated damages for the loss of the bargain evidenced by the Bonds (and not as a penalty) equal to the Yield Maintenance Premium determined as of the date the Bonds are accelerated and all other amounts due to the Bondholders under the Bonds and hereunder and under the other Operative Documents, shall become and be immediately due and payable, anything in the Bonds or in this Indenture to the contrary notwithstanding, without presentment, demand, notice of dishonor, protest or other formalities of any kind, all of which are hereby expressly waived by the Owner Trustee.

(b) Upon declaration by the Indenture Trustee of the acceleration of maturity of the Bonds in accordance with §8.02(a) (unless rescinded or annulled pursuant to §8.02(d)), the Owner Trustee shall forthwith pay to the Indenture Trustee for the benefit of the Bondholders, the whole amount which then shall have become due on all such Bonds for principal, accrued interest and to the extent not prohibited by applicable Law and solely to the extent the same is paid by the Tenant pursuant to §5.07 of the Participation Agreement, the Yield Maintenance Premium.

(c) The Owner Trustee further agrees, to the extent permitted by Law, to pay to the Indenture Trustee and to the Bondholders all costs and expenses incurred by such Person in the collection of any Bonds upon the occurrence of an Indenture Event of Default,

including reasonably compensation to the Indenture Trustee's or to such Bondholders' attorneys for all services rendered in connection therewith. In case the Owner Trustee shall fail to pay the same forthwith, the Indenture Trustee, in its own name and as trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid against the Owner Trustee and/or any other obligor on the Bonds. The right of the Indenture Trustee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture.

(d) If at any time after the outstanding principal amount of the Bonds shall have become due and payable by acceleration pursuant to §8.02(a), and no judgment or decree for any amounts so becoming due and payable shall have been entered, then if (1) all amounts of principal, Yield Maintenance Premium, if any, and interest and other amounts which shall have become due and payable in respect of all the Bonds otherwise than pursuant to §8.02(a), shall have been paid in full, together with interest on all such overdue principal, Yield Maintenance Premium, if any, and interest at the respective Overdue Rate and an amount sufficient to cover all costs and expenses of collection described in §8.02(c) and (2) every other Indenture Event of Default shall have been remedied to the satisfaction of the Indenture Trustee, or waived in writing, then the Indenture Trustee may, with the consent of a Majority in Interest of Holders of Bonds, by written notice or notices to the Owner Trustee, rescind and annul such acceleration and any related declaration of default under the Lease, and their respective consequences, but no such rescission and annulment shall extend to or affect any subsequent Indenture Event of Default or impair any right consequent thereon. Neither the Owner Trustee nor the Owner Participant (without the consent of the Indenture Trustee) shall have the right to cure any Indenture Event of Default except as provided in §6.07.

Section 8.03. Action upon an Indenture Event of Default. Subject to the following sentences in this §8.03, upon the occurrence and continuance of an Indenture Event of Default, the Indenture Trustee, as assignee and mortgagee or secured party hereunder or otherwise, may, and when required pursuant to the provisions of Article VI shall, exercise its remedies under this Article VIII, including taking possession of all or any part of the Indenture Estate and excluding the Owner Trustee and the Tenant and all Persons claiming under any of them wholly or partly therefrom. So long as an Indenture Event of Default attributable to a Lease Event of Default shall have occurred and be continuing, and no other Indenture Event of Default shall have occurred and be continuing, it is understood and agreed that the Indenture Trustee shall not be entitled to exercise remedies under this Indenture in respect of the Owner Trustee unless it shall (to the extent that it is then entitled to do so hereunder and under the Lease, and it is not then stayed or otherwise prevented from doing so by operation of law) have proceeded to exercise one or more remedies under Article XIII of the Lease. The Indenture Trustee agrees that to the extent that it is stayed or otherwise prevented by operation of law from exercising remedies against the Tenant, it will not exercise remedies under this Indenture in respect of the Owner Trustee during the period beginning with the first day it is so prevented from proceeding against the Tenant and ending at the first to occur of (a) 180 days thereafter, or (b) the date it is no longer prevented from proceeding against the Tenant. So long as no Indenture Event of Default attributable to a Lease Event of Default shall have occurred and be continuing, the Indenture

Trustee shall not exercise its remedies hereunder or take any other action which exercise of remedies or taking of action would interfere with the rights of the Tenant under the Lease, including the right to possess and use the Premises.

Section 8.04. Special Option to Purchase Bonds. Each Bondholder, by accepting such Bond, agrees to sell such Bond to the Owner Participant or the Owner Trustee in accordance with this §8.04 at any time if the Bonds shall have become immediately due and payable pursuant to §8.02 or 180 days after the occurrence and continuance of a Lease Event of Default, so long as (a) the Owner Trustee shall have given written notice to the Indenture Trustee and each Bondholder of its or the Owner Participant's intention to purchase all such Bonds in accordance with this §8.04, and (b) within ten Business Days after the date of such notice of intention to purchase, the Owner Participant or the Owner Trustee, as the case may be, shall pay to the Indenture Trustee an amount equal to the aggregate unpaid principal amount of all Bonds Outstanding together with accrued interest thereon to the date of such payment, plus all other amounts due to the holders of the Bonds under this Indenture; *provided, however,* that each Bondholder agrees to sell such Bond on or prior to the 180th day after the occurrence and continuance of a Lease Event of Default if the Owner Trustee or the Owner Participant, as the case may be, shall pay to the Indenture Trustee an amount equal to the aggregate unpaid principal amount of all Bonds Outstanding together with accrued interest thereon to the date of such prepayment, Yield Maintenance Premium, if any, plus all other amounts due to the holders of the Bonds under this Indenture. Upon payment to each holder of a Bond of the principal amount thereof, accrued interest thereon, Yield Maintenance Premium, if any, as aforesaid and all other amounts due under the Indenture pursuant to this §8.04, each such Bondholder shall sell, assign, transfer and convey to the Owner Participant or the Owner Trustee, as the case may be, all the right, title and interest of such Bondholder in and to the Indenture Estate, this Indenture and all Bonds held by each such Bondholder without recourse or warranty of any kind (other than that such Bondholder has good title to its Bonds, free of all Liens) and the Owner Participant or the Owner Trustee (as the case may be) thereupon shall assume all of such Bondholder's rights and obligations hereunder and under the Participation Agreement.

Section 8.05. Remedies. The Owner Trustee agrees, to the full extent that it lawfully may, that if one or more Indenture Events of Default shall have occurred and be continuing, then and in every such case and under the circumstances and in accordance with §§8.03 and 8.04, the Indenture Trustee may, to the extent permitted by applicable Governmental Rules, exercise all the following rights, privileges and remedies:

(a) *Taking Possession of Indenture Estate.* The Indenture Trustee may, either personally or by its agents or representatives, to the full extent permitted by Governmental Rules, enter upon and take possession of all or any part of the Indenture Estate without notice and may exclude the Owner Trustee and the Tenant, and all Persons claiming under the Owner Trustee or the Tenant, wholly or partly therefrom. At the request of the Indenture Trustee, the Owner Trustee shall promptly execute and deliver to the Indenture Trustee, without warranty or recourse, such instruments of title and other documents as the Indenture Trustee may deem necessary or advisable to enable the Indenture Trustee or an agent or representative designated

by the Indenture Trustee, at such time or times and place or places as the Indenture Trustee may specify, to obtain possession of all or any part of the Indenture Estate to the possession of which the Indenture Trustee shall at the time be entitled hereunder. If the Owner Trustee shall for any reason fail to execute and deliver any such instrument or documents after such demand by the Indenture Trustee, the Indenture Trustee may to the extent permitted by applicable Governmental Rules (1) obtain a judgment conferring on the Indenture Trustee the right to immediate possession and requiring the Owner Trustee to deliver such instruments and documents to the Indenture Trustee, to the entry of which judgment the Owner Trustee hereby specifically consents and (without limiting the generality of §5.06(c) hereof) for the purpose of obtaining which judgment the Owner Trustee hereby constitutes the Indenture Trustee its attorney-in-fact, and (2) pursue all or part of such Indenture Estate wherever it may be found and enter any of the premises of Owner Trustee or (if such Indenture Event of Default is also a Lease Event of Default), the Tenant wherever such Indenture Estate may be or be supposed to be and search for such Indenture Estate and take possession of and remove such Indenture Estate.

(b) *Management of and Income from Indenture Estate.* Upon every such taking of possession of the Indenture Estate, the Indenture Trustee may, from time to time, at the expense of the Indenture Estate, make all such expenditures for maintenance, insurance, repairs, replacements, alterations, additions and improvements to and of the Indenture Estate as it may reasonably deem necessary. In each such case, the Indenture Trustee shall have the right to use, operate, store, control or manage the Indenture Estate, conduct the business thereof and to exercise all rights and powers of the Owner Trustee relating to the Indenture Estate in such manner as shall be necessary to protect the value of the Indenture Estate, including the right to enter into any and all such agreements with respect to the maintenance, operation, leasing, storage or disposition of the Indenture Estate or any part thereof as the Indenture Trustee may determine and make repairs, replacements, alterations, additions, betterments and improvements thereto; and the Indenture Trustee shall be entitled to collect and receive all tolls, rents, issues, profits, products, revenues and other income of the Indenture Estate and every part thereof, without prejudice, however, to the right of the Indenture Trustee under any provision of this Indenture to collect and receive all cash held by, or required to be deposited with, the Indenture Trustee hereunder. Such tolls, rents, issues, profits, products, revenues and other income shall be applied to pay the expenses of holding, insuring and operating the Indenture Estate (including fees of counsel) and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Indenture Trustee may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Indenture Estate or any part thereof (including the employment of engineers and accountants to examine, inspect and make reports upon the properties and books and records of the Owner Trustee relating to the Indenture Estate), and all other payments which the Indenture Trustee may be required or authorized to make under any provision of this Indenture, as well as just and reasonable compensation for the services of the Indenture Trustee, and of all Persons properly engaged and employed by the Indenture Trustee. Without taking

possession of the Premises, the Indenture Trustee may, in the event the Premises become vacant or are abandoned and the Indenture Trustee is entitled to exercise remedies hereunder, take such steps as it deems appropriate to protect and secure the Premises (including hiring watchmen therefor). All such disbursements shall be secured by the Lien of this Indenture and any surplus therefrom shall be distributed by the Indenture Trustee in the order of priority set forth in Article IV hereof. The Indenture Trustee may (with the agreement of the Owner Trustee) renew or extend or alter or modify this Indenture in any way, or waive any of the terms, covenants or conditions hereof, in whole or in part, and may release or reconvey any portion of the Indenture Estate or any other security, and grant such extensions and indulgences in relation to the Bonds or other amounts secured by the Indenture Estate or release any Person liable therefor as the Indenture Trustee may determine without any obligation to give notice of any kind thereto, without in any manner affecting the priority of the Lien of this Indenture on or in any part of the Indenture Estate, and without affecting the liability of any other Person liable for any of the Bonds or other amounts secured by the Indenture Estate.

(c) *Foreclosure.* The Indenture Trustee may at any time, at its election, with or without entry personally or by its agents or pursuant to instructions, proceed at law or in equity or otherwise to foreclose the Lien of this Indenture as against all or any part of the Indenture Estate, and to have the same sold from time to time under the judgment or decree of a court of competent jurisdiction or as otherwise may be required or permitted by Governmental Rules, or proceed to take either of such actions. If any real property transfer tax or real property transfer gains tax shall be due and payable upon the Premises pursuant to a judicial sale in any foreclosure action or by deed in lieu of foreclosure, the Owner Trustee will cause, in the case of an Indenture Event of Default that is also a Lease Event of Default, the Tenant and otherwise the Owner Trustee, to pay the same. In the event that the Tenant or the Owner Trustee, as the case may be, fails to pay any such tax within 30 days after notice and demand for payment is given by the Indenture Trustee, the Indenture Trustee may pay the same, and any amount thereof so paid by the Indenture Trustee, together with all costs and expenses incurred by the Indenture Trustee in connection with such payment, including, but not limited to, legal fees and disbursements, and interest on all such amounts, costs and expenses at the highest Overdue Rate but in no event in excess of the maximum interest rate permitted by Law, shall be paid by the Tenant or the Owner Trustee, as the case may be, to the Indenture Trustee on demand. Until so paid, all such amounts, costs and expenses, together with interest thereon, shall be secured by this Indenture and, if not paid, may be added to the judgment in any foreclosure action.

(d) *Power of Sale.* The Indenture Trustee may sell the Indenture Estate at public outcry to the highest bidder for cash in front of the Court House door in the county where said property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, the Indenture Trustee or any

Person conducting the sale for the Indenture Trustee is authorized to execute to the purchaser at said sale a deed to the premises so purchased. The Indenture Trustee may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the Indenture Estate may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as the Indenture Trustee may elect.

(e) *The Rights under the Lease and Guarantees.* The Indenture Trustee may proceed to exercise all rights, privileges and remedies of the Owner Trustee under the Lease and the Guarantees and may exercise all such rights and remedies either in the name of the Indenture Trustee or in the name of the Owner Trustee for the use and benefit of the Indenture Trustee.

(f) *Additional Rights.* The Indenture Trustee may take all steps to protect and enforce its rights and remedies provided hereby or by applicable Governmental Rules, whether by action, suit or proceeding in equity or at law (for the complete or partial foreclosure hereof, for the specific performance of any covenant, condition or agreement contained in the Bonds or herein or in aid of the execution of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy) or otherwise as the Indenture Trustee shall deem most effective to protect and enforce the same.

(g) *Postponement.* The Indenture Trustee may postpone any sale of all or any part of the Indenture Estate under or by virtue of this Section 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.

(h) *Uniform Commercial Code.* The Indenture Trustee may exercise any or all of the remedies available to a secured party under the Uniform Commercial Code, as in effect from time to time in the State of Alabama (the "U.C.C."), including, without limitation:

(1) either personally or by means of a court appointed receiver, take possession of all or any of the personalty and/or all or any of such other items of the Indenture Estate to which a security interest under the U.C.C. can attach (the personalty, together with such items, being collectively referred to herein as the "U.C.C. Property") and exclude therefrom the Owner Trustee and all Persons claiming under the Owner Trustee, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of the Owner Trustee in respect of the U.C.C. Property or any part thereof; if the Indenture Trustee demands or attempts to take possession of the U.C.C. Property in the exercise of any rights hereunder, the Owner Trustee shall promptly turn over and deliver complete possession thereof to the Indenture Trustee;

(2) without notice to or demand upon the Owner Trustee, make such payments and do such acts as the Indenture Trustee may deem necessary to protect its security interest in the U.C.C. Property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority paying all expenses incurred in connection therewith;

(3) require the Owner Trustee to assemble the U.C.C. Property or any portion thereof, at a place designated by the Indenture Trustee and reasonably convenient to the Owner Trustee and the Indenture Trustee, and promptly to deliver the U.C.C. Property to the Indenture Trustee, or an agent or representative designated by the Indenture Trustee, and the Indenture Trustee and its agents and representatives shall have the right to enter upon the Indenture Estate to exercise the Indenture Trustee's rights hereunder;

(4) sell, lease or otherwise dispose of the U.C.C. Property, with or without having the U.C.C. Property at the place of sale, and upon such terms and in such manner as the Indenture Trustee may determine (and the Indenture Trustee or any Bondholder may be a purchaser at any such sale); and

(5) unless the U.C.C. Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Indenture Trustee shall give the Owner Trustee 10 days' prior notice of the time and place of any sale, lease or other disposition of the U.C.C. Property or other intended disposition thereof or of entry into a contract to so sell, lease or dispose of such U.C.C. Property.

(h) *Indenture Trustee Authorized to Execute Documents.* Without limiting the generality of §5.06(c) hereof, the Indenture Trustee may act in the name and stead of and on behalf of the Owner Trustee, for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement of the Lien of this Indenture, whether pursuant to foreclosure or power of sale or otherwise, to execute and deliver all such bills of sale, assignments and other instruments as the Indenture Trustee may consider necessary or appropriate, with full power of substitution, the Owner Trustee hereby ratifying and confirming all that such attorney or any substitute shall lawfully do by virtue hereof. Nevertheless, if so requested by the Indenture Trustee or any purchaser, the Owner Trustee shall ratify and confirm any such sale, assignment, transfer or delivery, by executing and delivering to the Indenture Trustee or such purchaser on an "*as-is, where-is*" basis, without any representation or warranty (express or implied) by the Owner Trustee (except as to the absence of Landlord Liens), and without recourse, all bills of sale, assignments, releases and other proper instruments to effect such ratification and confirmation as may be designated in any such request. Any such sale made under or by virtue of this section, 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 Trustee and any Person claiming from, through or under the Owner Trustee in and to the property and rights so sold, and shall be a perpetual bar at law and in equity against the Owner Trustee and their respective successors, assigns and any and all Persons who claim or may claim the same from, through or under any of them.

(i) *Purchase of Indenture Estate by Indenture Trustee or Bondholder.* The Indenture Trustee or any Bondholder or, so long as the Indenture Event of Default, the remedy for which is being effected hereunder, is attributable to a Lease Event of Default, the Owner Trustee or the Owner Participant, may be a purchaser of the Indenture Estate or any part thereof or any interest therein at any sale thereof, whether pursuant to foreclosure or power of sale or otherwise. The Indenture Trustee may apply against the purchase price therefor the amount then due under any of the Bonds and any Bondholder may apply against the purchase price therefor the amount then due under any Bonds held by such holder (in each case, in lieu of paying cash therefor). Said Bonds, in the case of the amount so payable thereon shall be less than the amount due thereon, shall be returned to the Bondholders thereof after a notation of such partial payment shall have been made thereon. Upon any such purchase, the Person making such purchase shall acquire title to the property so purchased free of the Lien of this Indenture and, to the extent permitted by applicable Governmental Rules, free of all rights of redemption of the Owner Trustee.

(j) *Receipt a Sufficient Discharge.* Upon any sale of the Indenture Estate or any part thereof or interest therein, whether pursuant to foreclosure or power of sale or otherwise, the receipt of the officer making the sale under judicial proceedings or of the Indenture Trustee or its agents shall be sufficient discharge to the purchaser for the purchase money and such purchaser shall not be obligated to see to the application thereof.

(k) *Appointment of Receiver.* The Indenture Trustee shall at any time after an Indenture Event of Default shall have occurred and be continuing, as a matter of right and without regard to the value or adequacy of the security for the Bonds, be entitled to the appointment of a receiver (who may be the Indenture Trustee or any successor or nominee thereof) for all or any part of the Indenture Estate, whether such receivership be incidental to a proposed sale of the Indenture Estate or the taking of possession thereof under §8.05(a) hereof or otherwise, and the Owner Trustee hereby consents to the appointment of such a receiver and will not oppose any such appointment. Any receiver appointed for all or any part of the Indenture Estate shall be entitled to exercise all the rights and powers with respect to the Indenture Estate set forth in §8.05 hereof.

(l) *Waiver of Appraisement, Valuation, Etc.* The Owner Trustee hereby waives, to the full extent it may lawfully do so, (1) any and all rights and equities of redemption from sale under the power of sale created under this Indenture or from sale under any order or decree of foreclosure of this Indenture and all notice or

notices of seizure and (2) the benefit of any appraisal, marshalling, valuation, stay, extension, redemption or similar Law now or hereafter in force.

(m) *Application of Proceeds of Sale.* The proceeds of any sale of the Indenture Estate or any part thereof or any interest therein, whether pursuant to foreclosure or power of sale or otherwise, shall be paid or applied by the Indenture Trustee, *first*, to the payment of any amounts payable out of the proceeds of the Indenture Estate under §8.05(b) hereof, and *second*, in the order of priority set forth in §4.03 hereof.

Section 8.06. Indenture Trustee May Enforce Rights Without Bonds. All rights of action under this Indenture or under any of the Bonds may be enforced by the Indenture Trustee without the possession of any of the Bonds or without the production thereof at any trial or other proceedings relative thereto. Any such suit or proceedings instituted by the Indenture Trustee shall be brought in its own name or as Indenture Trustee, and any recovery of judgment shall be, subject to the rights of the Indenture Trustee, for the ratable benefit of the Bondholders.

Section 8.07. No Waiver; Remedies Cumulative. Each and every right, power and remedy herein specifically given to the Indenture Trustee or otherwise in this Indenture shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute. Each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time as often and in such order as may be deemed expedient by the Indenture Trustee, and the exercise or the beginning of the exercise (or the single or partial exercise) of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission (or course of dealing) by the Indenture Trustee in the exercise of any right, remedy or power or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Owner Trustee, the Owner Participant or the Tenant or to be an acquiescence therein.

Section 8.08. Discontinuance of Proceeding. In case the Indenture Trustee shall have proceeded to enforce any right, power or remedy under this Indenture by foreclosure, power of sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Indenture Trustee, then and in every such case the Owner Trustee, the Owner Participant, the Indenture Trustee and the Tenant shall be restored to their former positions and rights hereunder with respect to the Indenture Estate, and all rights, powers and remedies of the Indenture Trustee shall continue as if no such proceedings had been taken (other than to the extent legally bound by any such adverse determination).

ARTICLE IX INDENTURE TRUSTEE

Section 9.01. Acceptance of Trusts and Duties; Liability of Indenture Trustee. The Indenture Trustee accepts the trusts hereby created and applicable to it and agrees to perform the same but only upon the terms of this Indenture. The Indenture Trustee also agrees to receive and disburse all moneys constituting part of the Indenture Estate in accordance with the provisions hereof. The Indenture Trustee shall not be personally answerable or accountable under any circumstances, except (a) for its own willful misconduct or negligence in performing its obligations hereunder, (b) in the case of the inaccuracy of any representation or warranty expressly made by it in its individual capacity and contained herein or in any other Operative Document, or (c) for the performance of its obligations under §2.15 and §6.05, and shall not be liable for any action or inaction of the Owner Trustee.

Section 9.02. Absence of Duties; Exceptions. Except as expressly required elsewhere herein, the Indenture Trustee shall have no duty (a) to obtain any registration, recording or filing of the Lease, this Indenture or any other Operative Document (or any financing or continuation statements with respect thereto), or to obtain the maintenance of any such registration, recording or filing, (b) to obtain any insurance on the Premises or to effect or maintain any such insurance whether or not the Owner Trustee or Tenant shall be in default with respect thereto, (c) to review the financial condition or operations of the Tenant or make any determination with respect to an adverse change therein, (d) to obtain the payment or discharge of any tax, assessment or other governmental charge or any Lien of any kind owing with respect to, assessed or levied against, any part of the Indenture Estate, (e) to confirm or verify any financial statements of the Owner Trustee or Tenant or (f) to inspect the Premises at any time or ascertain or inquire as to the performance or observance of any covenants of the Tenant under the Lease with respect to the Premises. Notwithstanding the foregoing, the Indenture Trustee, upon receipt of instruments furnished to the Indenture Trustee pursuant to the provisions of this Indenture, shall examine the same to determine whether or not such instruments appear to conform to the requirements of this Indenture as to form and shall furnish to each Bondholder, promptly upon receipt thereof, a duplicate or copy of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Indenture Trustee hereunder or under any other Operative Document, including, without limitation, a copy of each insurance certificate, report or notice received pursuant to the Lease, to the extent the same shall not state on its face or otherwise that it has therefore been so distributed.

Section 9.03. No Representations or Warranties. THE INDENTURE TRUSTEE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, CONDITION, DESIGN, OPERATION, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS OR FITNESS FOR USE OF THE PREMISES (OR ANY PART THEREOF), OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES (OR ANY PART THEREOF) OR FOR ANY RECITAL HEREIN OR IN THE BONDS. The Indenture Trustee makes no representation or warranty as to the validity

or enforceability of this Indenture or any other Operative Document or the Bonds or as to the correctness of any statement contained in any thereof (unless any such statement is expressly made therein by the Indenture Trustee), except that the Indenture Trustee, in its individual capacity, hereby represents, warrants and covenants to each Bondholder, the Owner Trustee (a) that this Indenture and the Participation Agreement have been duly executed and delivered by one or more of its Authorized Representatives, each of whom is and will be duly authorized to execute and deliver such documents on its behalf and (b) that it has the corporate power and authority to enter into and perform its duties and obligations under this Indenture and the Participation Agreement.

Section 9.04. No Segregation of Monies; Interest. Except as specifically provided herein, any monies received by the Indenture Trustee hereunder and not then required to be distributed to any Bondholder, the Tenant or the Owner Trustee as provided in Article IV need not be segregated in any manner except to the extent required by Law to protect and preserve them as trust funds and may be deposited under such general conditions as may be prescribed by Law, and the Indenture Trustee shall not (except as provided in §4.06) be liable for any interest thereon, *provided* that any payments received or applied hereunder by the Indenture Trustee shall be accounted for by it so that any portion thereof paid or applied pursuant hereto shall be identifiable as to the source thereof.

Section 9.05. Reliance; Agents; Advice of Counsel. The Indenture Trustee shall not incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper Person or Persons. The Indenture Trustee may accept in good faith a copy of a resolution of the Board of Directors of the Tenant, certified by the Secretary or an Assistant Secretary of the Tenant as duly adopted and in full force and effect, as conclusive evidence that such resolution has been duly adopted by such Board and that the same is in full force and effect. As to any fact or matter, the manner of ascertainment of which shall not be specifically described herein, the Indenture Trustee may, for all purposes hereof, rely on a certificate signed by an Authorized Representative of the Owner Trustee, the Owner Participant or the Tenant, as to such fact or matter, and such certificate shall constitute full protection to the Indenture Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon. In the administration of the trusts hereunder, the Indenture Trustee may execute any of the trusts or powers hereof and perform its powers and duties hereunder directly or through agents or attorneys and may, at the expense of the Indenture Estate (but subject to the priorities of payment set forth in Article IV hereof), consult with counsel (who may be counsel to the Owner Trustee, the Owner Participant or the Tenant), accountants and other skilled Persons of generally accepted competence to be selected and retained by it (other than Persons regularly in its employ), and the Indenture Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion within the scope of the competence of any such counsel, accountants or other skilled Persons so long as the Indenture Trustee shall have exercised reasonable care in selecting such counsel, accountants or other skilled Persons. If the Indenture Trustee shall be unsure as to the application of any provision of this Indenture or of any other instrument executed by it pursuant to authority granted by this Indenture, or if the Indenture Trustee

shall believe that any such provision shall be ambiguous as to its application or shall be or appear to be in conflict with any other applicable provision, or if this Indenture or any such other instrument shall permit any determination by the Indenture Trustee, or shall be silent or incomplete as to the course of action that the Indenture Trustee shall be required to take with respect to a particular set of facts, the Indenture Trustee may seek instructions from a Majority in Interest of Holders of Bonds and shall not be liable to the extent that it shall act in good faith in accordance with any such instructions.

Section 9.06. Indenture Trustee Not Acting in Individual Capacity. Except as otherwise provided in §9.01 hereof, the Indenture Trustee hereunder acts solely as trustee as herein provided and not in its individual capacity; and all Persons, other than Bondholders as herein provided, having any claim against the Indenture Trustee by reason of the transactions contemplated hereby shall, subject to the Lien and priorities of payment provided herein, look only to the Indenture Estate for payment or satisfaction thereof.

Section 9.07. No Compensation from Certain Parties. The Indenture Trustee understands that its fees for its services under this Indenture shall be paid by the Tenant and agrees that it shall have no right against any Bondholder, the Owner Trustee or the Owner Participant or, except as provided in Article IV hereof, the Indenture Estate, for any such fees as compensation for its services under this Indenture.

Section 9.08. Resignation or Removal of Indenture Trustee. The Indenture Trustee or any successor thereto may resign at any time without cause by giving at least 60 days prior notice to each Bondholder, the Owner Trustee, the Owner Participant and the Tenant, such resignation to be effective on the acceptance of appointment by the successor Indenture Trustee under §9.09(b) hereof. In addition, the Indenture Trustee may be removed at any time with or without cause by a Majority in Interest of Holders of Bonds by an instrument in writing delivered to the Indenture Trustee, the Owner Trustee, the Owner Participant and the Tenant, such removal to be effective on the acceptance of appointment by the successor Indenture Trustee under §9.09(b) hereof.

Section 9.09. Successor Indenture Trustee.

(a) *Appointment of Successor.* In the case of the resignation or removal of the Indenture Trustee, a Majority in Interest of Holders of Bonds may appoint a successor Indenture Trustee by an instrument signed by such holders. If a successor Indenture Trustee shall not have been appointed within 60 days after the giving of the notice of such resignation or the delivery of the instrument with respect to such removal, a Majority in Interest of Holders of Bonds or the Indenture Trustee may apply to any court of competent jurisdiction to appoint a successor Indenture Trustee to act until such time, if any, as a successor shall have been appointed by a Majority in Interest of Holders of Bonds as above provided. The successor Indenture Trustee so appointed by such court shall immediately and without further action be superseded by any successor Indenture Trustee appointed by a Majority in Interest of Holders of Bonds as above provided.

(b) *Acceptance of Duties by Successor.* Any successor Indenture Trustee, however appointed, shall execute and deliver to the Owner Trustee, the predecessor Indenture Trustee and to each Bondholder, an instrument accepting such appointment, and thereupon such successor Indenture Trustee, without further act, shall become vested with all the estates, properties, rights, powers and duties of the predecessor Indenture Trustee hereunder and in the trusts applicable to it with like effect as if originally named as Indenture Trustee herein; but nevertheless, upon the written request of such successor Indenture Trustee or a Majority in Interest of Holders of Bonds, such predecessor Indenture Trustee shall execute and deliver an instrument in form transferring to such successor Indenture Trustee, upon the trusts herein expressed applicable to it, all the estates, properties, rights and powers of such predecessor Indenture Trustee hereunder, and such predecessor Indenture Trustee shall duly assign, transfer, deliver and pay over to such successor Indenture Trustee any property or all monies then held by such predecessor Indenture Trustee hereunder. If a successor Indenture Trustee shall be appointed in accordance with the terms of this Indenture, the Indenture Trustee shall no longer be required to act as trustee hereunder.

(c) *Qualifications of Successor.* Any successor Indenture Trustee, however appointed, shall be a bank or trust company in good standing, organized under the Laws of the United States of America or any State thereof having a combined capital surplus and undivided profits of at least \$150,000,000.

(d) *Consolidation, Merger, Etc.* Any corporation into which the Indenture Trustee may be merged or converted or with which it may be consolidated, or any corporations resulting from any merger, conversion or consolidation to which the Indenture Trustee shall be a party, or any corporation to which substantially all the corporate trust business of the Indenture Trustee may be transferred, shall, subject to the terms of §9.09(c), be the Indenture Trustee under this Indenture without further act.

Section 9.10. Appointment of Additional or Separate Trustee.

(a) *Appointment.* Whenever (1) the Indenture Trustee shall deem it necessary or prudent in order to conform to any Governmental Rule of any jurisdiction in which all or any part of the Indenture Estate shall be situated or to make any claim or bring any suit with respect to or in connection with the Indenture Estate, the Lease or any other Operative Documents or the Bonds, or (2) the Indenture Trustee shall be advised by counsel satisfactory to it that it is so necessary or prudent in the interest of the holders of Bonds, or (3) the Indenture Trustee shall have been requested to do so by a Majority in Interest of Holders of Bonds; then in any such case, the Indenture Trustee and the Owner Trustee shall execute and deliver an instrument supplemental hereto and all other instruments and agreements necessary or proper to constitute another bank or trust company or one or more natural persons approved by the Indenture Trustee, either to act as additional trustee or trustees of all or any part of the Indenture Estate, jointly with the Indenture Trustee, or to act as separate trustee or trustees of all or any part of the Indenture Estate, in any such case with such powers as may be provided in such indenture supplemental hereto, and to vest in such Person as such additional trustee or separate trustee, as the case may be, any property, title, right or power of the Indenture Trustee deemed necessary or advisable by the

Indenture Trustee and, if such additional or separate trustee shall be a corporate trustee, subject to the remaining provisions of this §9.10 and subject to such trustee's assumption of responsibility for its own willful misconduct or negligence. If the Owner Trustee shall not have joined in the execution of such indenture supplemental hereto within 15 days after receipt of a written request of the Indenture Trustee as to do, or in case an Indenture Event of Default shall have occurred and be continuing, the Indenture Trustee may act under the foregoing provisions of this §9.10(a) without the concurrence of the Owner Trustee and (without limiting the generality of §5.06(c) hereof) the Owner Trustee hereby appoints the Indenture Trustee its agent and attorney-in-fact to act for it under the foregoing provisions and the following sentences of this §9.10(a) in either of such contingencies. The Indenture Trustee may execute, deliver and perform any conveyance, assignment or other instrument in recordable form in writing as may be required by any additional trustee or separate trustee for more fully and certainly vesting in and confirming to it any property, title, right or power which by the terms of such indenture supplemental hereto shall be expressed to be conveyed or conferred to or upon such additional trustee or separate trustee, and the Owner Trustee shall, upon request of the Indenture Trustee, join therein and execute, acknowledge and deliver the same; and (without limiting the generality of §5.06(c) hereof) the Owner Trustee hereby makes, constitutes and appoints the Indenture Trustee its agent and attorney-in-fact to act in its name, place and stead to execute, acknowledge and deliver any such conveyance, assignment or other instrument if the Owner Trustee shall not itself execute and deliver the same within 15 days after receipt by it of such request so to do; *provided, however*, that the Indenture Trustee shall exercise due care in selecting any additional or separate trustee if such additional or separate trustee shall not be a corporation or other entity possessing trust powers under applicable Law.

(b) *Limitations on Powers and Actions.* Every additional trustee and separate trustee hereunder shall, to the extent permitted by Governmental Rule, be appointed and act, and the Indenture Trustee shall act, subject to the following provisions and conditions and subject to the terms of the supplemental indenture referred to in §9.10(a) hereof. If at any time the Indenture Trustee shall deem it no longer necessary or prudent to utilize any such additional trustee or separate trustee in order to conform to any such Governmental Rule to take any such action or shall be advised by such counsel that it is no longer so necessary or prudent in the interest of the Bondholders, or if the Indenture Trustee shall have been requested to do so by a Majority in Interest of Holders of Bonds, the Indenture Trustee and the Owner Trustee shall execute and deliver an instrument supplemental hereto and all other instruments and agreements necessary or proper to remove any additional trustee or separate trustee. If the Owner Trustee shall not have joined in the execution of such indenture supplemental hereto within 15 days after the receipt of a written request from the Indenture Trustee so to do, or in case an Indenture Event of Default shall have occurred and be continuing, the Indenture Trustee may act on behalf of the Owner Trustee to the extent provided in §9.10(a).

(c) *Delegation to Indenture Trustee; Successors.* Any additional trustee or separate trustee may, at any time by an instrument in writing, constitute the Indenture Trustee its agent or attorney-in-fact, with full power and authority, to the extent authorized by Governmental Rules, to do all acts and things and exercise all discretions which it is

authorized or permitted to do or exercise, for and on its behalf and in its name. In case any such additional trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the assets, property, rights, powers, trusts, duties and obligations of such additional trustee or separate trustee, as the case may be, so far as permitted by applicable Governmental Rules, shall vest in and be exercised by the Indenture Trustee, without the appointment of a new successor to such additional trustee or separate trustee unless and until a successor shall be appointed in the manner hereinbefore provided.

(d) *Instructions from Indenture Trustee.* Any request, approval or consent in writing by the Indenture Trustee to any additional trustee or separate trustee shall be sufficient to warrant such additional trustee or separate trustee, as the case may be, to take such action as may be requested, approved or consented to.

(e) *Other Provisions of Indenture.* Each additional trustee and separate trustee appointed pursuant to this §9.10 shall be subject to, and shall have the benefit of, Articles VI through XI hereof inclusive, insofar as they apply to the Indenture Trustee. Notwithstanding any other provision of this §9.10, the powers of any additional trustee or separate trustee appointed pursuant to this §9.10 shall not in any case exceed those of the Indenture Trustee hereunder.

ARTICLE X SUPPLEMENTAL INDENTURES

Section 10.01. Supplements and Amendments with Consent. At any time and from time to time, but only upon the written request or with the written consent of a Majority in Interest of Holders of Bonds and the Owner Participant and subject to the provisions of §10.02 and §10.03 hereof, (a) the Indenture Trustee and the Owner Trustee may enter into an indenture supplemental to this Indenture for the purpose specified in such request or consent and (b) the Owner Trustee may enter into a written supplement or amendment of the Lease for the purpose specified in such request or consent (as the other parties thereto may agree); *provided, however*, that the consent of the Tenant (so long as no Indenture Event of Default attributable to a Lease Event of Default shall have occurred and be continuing) shall be required to the extent its rights and obligations under any such instruments would be adversely affected, and *provided further*, that without the consent of each Bondholder, no such indenture supplemental to this Indenture, or supplement or amendment to the Lease, and no such waiver of compliance with any of the provisions hereof or thereof, shall (1) modify any of the provisions of this §10.01 or of Articles III, IV or VII hereof or §10.02, §12.02 and §12.10 hereof, or the definitions of the terms "Lease Default", "Lease Event of Default", "Excepted Payments and Rights", "Indenture Default", "Indenture Event of Default", "Majority in Interest of Holders of Bonds", and "Yield Maintenance Premium", (2) change the amount or the time of payment of any amount owing under any Bonds (except as expressly provided herein) or change the rate of interest on any Bond, (3) reduce, modify or amend any indemnities in favor of any Bondholder or the Indenture Trustee (unless in each case consented to by the Person or Persons having the benefit of such indemnity), (4) reduce the amount or change the time of payment of Fixed Rent, Stipulated Loss Value, Excess Net Condemnation Proceeds, the

Section 11.0(c) Offer Price, the Section 11.1(b) Offer Price or the Designated Event Purchase Price, (5) deprive the Bondholders of the benefit of the Lien of this Indenture on the Indenture Estate or permit any Lien on the Indenture Estate, or any part thereof, except as herein expressly permitted, or (6) modify, amend or supplement the Lease, or consent to any assignment of the Lease, so as to release the Tenant from any of its obligations in respect of the payment of Fixed Rent, Stipulated Loss Value, Excess Net Condemnation Proceeds, the Section 11.0(c) Offer Price, the Section 11.1(b) Offer Price or the Designated Event Purchase Price, or change the absolute and unconditional character of such obligations as set forth in the Lease, *except* that this proviso shall not apply to any indenture supplemental hereto permitted by, and complying with the terms of §10.02 or to any amendment to the Lease to increase payments of Fixed Rent, Stipulated Loss Value, Excess Net Condemnation Proceeds, the Section 11.0(c) Offer Price, the Section 11.1(b) Offer Price or the Designated Event Purchase Price.

Section 10.02. Supplemental Indentures Without Consent. Without the consent of any Bondholder, but subject to the provisions of §10.03, upon the request of the Owner Trustee, the Indenture Trustee shall join with the Owner Trustee and, to the extent its rights or obligations under this Indenture or the other Operative Documents would not be adversely affected thereby and so long as no Indenture Event of Default attributable to a Lease Event of Default shall have occurred and be continuing, the Tenant, in entering into amendments to this Indenture or other Operative Documents and entering into any further indenture supplemental hereto or any consent, waiver or other writing, for one or more of the following purposes:

- (a) to evidence the succession of a new trustee as Indenture Trustee hereunder, the removal of the Indenture Trustee or the appointment of any separate or additional trustee or trustees, in each case if done pursuant to the provisions of Article IX;
- (b) to subject to the Lien of this Indenture any additional property constituting part of the Indenture Estate;
- (c) to correct or amplify the description of any property subject to the Lien of this Indenture; or
- (d) to execute supplemental indentures to evidence the issuance of, and to establish the designation and terms and conditions of, Improvement Bonds to be issued hereunder in accordance with the terms hereof.

Section 10.03. Form of Request. It shall not be necessary for any written request or consent furnished pursuant to §§10.01 or 10.02 to specify the particular form of the proposed documents to be executed pursuant to such section, but it shall be sufficient if such request or consent shall indicate the substance thereof.

Section 10.04. Documents Mailed to the Bondholders. Promptly after the execution by the Owner Trustee and the Indenture Trustee of any document entered into pursuant to

§§10.01 or 10.02, the Indenture Trustee shall mail, by registered or certified mail, postage prepaid, a conformed copy thereof to each Bondholder at its address last known to the Indenture Trustee, but failure of the Indenture Trustee to mail such conformed copies shall not impair or affect the validity of such document.

ARTICLE XI LIMITATIONS AND NOTICE OF DEFAULTS

Section 11.01. Limitations on Actions of Owner Trustee. Except as permitted in §6.07, the Owner Trustee agrees that it will not exercise any remedies with respect to any part of the Indenture Estate except upon the instructions of the Indenture Trustee or as required by the terms of this Indenture. The Owner Trustee warrants and represents that it will not (except with respect to Excepted Payments and Rights and as provided in or contemplated by this Indenture) (a) enter into any agreement amending or supplementing any Bond or any Operative Document, (b) accept any payment from, or settle or compromise any claim (other than with respect to any Excepted Payments and Rights) against, the Tenant arising under any Bond or any Operative Document, (c) submit or consent to the submission to arbitration of any dispute, difference or other matter arising under or in respect of any Bond or Operative Document or (d) take any action, the taking of which might result in an alteration or impairment of any Bond or any Operative Document or any of the rights created thereby.

Section 11.02. Notice of Indenture Default; Furnishing of Documents. If the Owner Trustee shall have actual knowledge of an Indenture Default, it shall give prompt telefaxed or telephonic notice (confirmed by written notice sent in the manner provided in §12.05) to the Indenture Trustee, which notice shall set forth in reasonable detail the circumstances known to it with respect to each such Indenture Default and, if such Indenture Default shall not be an Indenture Event of Default, shall describe in reasonable detail the action the Owner Trustee is taking or proposes to take with respect thereto. For all purposes of this Indenture, in the absence of actual knowledge by an officer with responsibility for the transactions hereunder or under the other Operative Agreements or any vice president in the Owner Trustee's corporate trust department, the Owner Trustee shall not be deemed to have knowledge of an Indenture Default (other than an Indenture Default arising from its own conduct and other than the failure of the Tenant to maintain insurance as required under the Lease if the Owner Trustee shall have received notice thereof from an insurer or broker) unless notified in writing by the Tenant, the Indenture Trustee, the Owner Participant or any Bondholder. The Owner Trustee shall furnish to the Indenture Trustee and each Bondholder, promptly upon receipt thereof, a duplicate or copy of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to it under the Lease or any of the other Operative Documents, including, without limitation, a copy of each insurance certificate, report or notice received pursuant to the Lease, to the extent that any of the same shall not state or otherwise indicate on the face thereof that the same has not otherwise been so distributed.

ARTICLE XII MISCELLANEOUS

Section 12.01. Consent of Bondholders. (a) Any consent, request, direction, approval, objection or other instrument required or permitted by this Indenture to be signed and executed by the Bondholders may be in any number of writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and may be conclusively relied on by the Indenture Trustee with regard to any action taken thereunder:

(a) The authority of the Person or Persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a Person purporting to be the president or a vice president of such corporation.

(b) The ownership of the Bonds and the amount, numbers and other identification, and the date of holding the same shall be proved by the registration books kept by the Indenture Trustee as Bond Registrar.

(b) Any request, consent or vote of the Bondholder shall bind all future Bondholders of such Bond with respect to anything done or suffered to be done or omitted to be done by the Owner Trustee or the Indenture Trustee in accordance therewith, unless and until such request, consent or vote is revoked by the filing with the Indenture Trustee of a writing, signed and executed by the Bondholder, in form and substance and within such time as shall be satisfactory to the Indenture Trustee.

Section 12.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person, other than the parties hereto, the Bondholders and their respective successors and assigns, any right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions herein contained. This Indenture and all of the covenants, conditions, and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and the Bondholders as herein provided and all terms hereof shall be binding upon their respective successors and assigns and any consents, notices, requests, waivers, directions or other activity by any Bondholder shall bind the successors and assigns thereof.

Section 12.03. Severability. (a) If any provision of this Indenture shall, for any reason, be held or shall, in fact, be inoperative or unenforceable in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance or render any other provision herein contained inoperative or unenforceable.

(b) The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections in this Indenture shall not affect the remaining portions of this Indenture or any part thereof.

Section 12.04. Notices. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to any Person shall be given (a) by telecopy with confirmation by any of the means specified in the following clauses (b) or (c), (b) by United States certified or registered mail, (c) by nationally recognized courier service (specifying overnight delivery) or (d) by hand and any such notice shall become effective five Business Days after being deposited in the mails, certified or registered with appropriate postage prepaid or one Business Day after delivery to a nationally recognized courier service specifying overnight delivery or, if delivered by hand, when received, and shall be directed to the Address of such Person. From time to time any party may designate a new Address for purposes of notice given as aforesaid hereunder by notice to each of the other parties hereto. A duplicate copy of each notice, certificate or other communication given hereunder by either the Owner Trustee or the Indenture Trustee to the other shall also be given to the Tenant and the Owner Participant.

Section 12.05. Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.06. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Alabama without regard or reference to its conflict of laws principles.

Section 12.07. Table of Contents and Section Headings Not Controlling. The Table of Contents and the Headings of the several Sections of this Indenture have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Indenture.

Section 12.08. No Legal Title to Indenture Estate. No Bondholder shall have legal title to any part of the Indenture Estate. No transfer, by operation of law or otherwise, of any Bond, or other right, title and interest of any Bondholder in and to the Indenture Estate or hereunder shall operate to terminate this Indenture or the trusts hereunder or entitle such Bondholder or any successor or transferee of such Bondholder to an accounting or the transfer to it of any legal title to any part of the Indenture Estate.

Section 12.09. Written Changes Only. Subject to Article X hereof, no term of this Indenture or any Bond may be changed, waived, discharged or terminated orally, but only by an instrument in writing and any waiver of the terms hereof or of any Bond shall be effective only in the specific instance and for the specified purpose given.

Section 12.10. Valid Lien. If any portion of the Bonds or other amounts secured by the Indenture Estate shall for any reason not be secured by a valid and enforceable Lien

upon any part of the Indenture Estate, then any payments made in respect of the Bonds or other amounts secured by the Indenture Estate (whether voluntary or under foreclosure or other enforcement action or procedure or otherwise) shall, for purposes of this Indenture (except to the extent otherwise required by applicable Law) be deemed to be made (a) *first*, in respect of the portion of the obligations not secured by the Lien of this Indenture, (b) *second*, in respect of the portion of the obligations secured by the Lien of this Indenture, but which Lien is on less than all of the Indenture Estate, and (3) *third*, to the portion of the obligations secured by the Lien of this Indenture, and which Lien is on all of the Indenture Estate.

IN WITNESS WHEREOF, the Owner Trustee has caused these presents to be signed in its name and on its behalf and, to evidence its acceptance of the Trust hereby created, the Indenture Trustee has caused these presents to be signed in its name and on its behalf as of the date hereof.

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

By 
Name Donald G. MacKelcan
Title Senior Financial Services Officer

STATE STREET BANK AND TRUST COMPANY,
as Indenture Trustee

By 
Name Ruth A. Smith
Title Assistant Vice President

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donald G. Mackelcan, whose name as Sr. Financial Services Officer of WILMINGTON TRUST COMPANY, a corporation, not in its individual capacity but in its capacity as Owner Trustee as aforesaid, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as Owner Trustee as aforesaid.

Given under my hand and seal of office this 31st day of January, 1995.

"OFFICIAL SEAL"
Teresa J. Molenda
Notary Public, State of Illinois
My Commission Expires 9/5/97

[NOTARIAL SEAL]

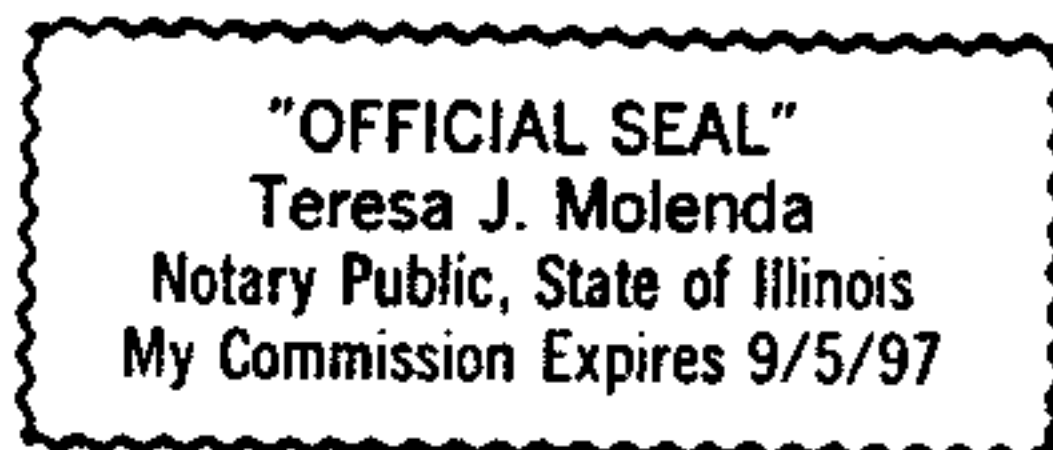
Teresa J. Molenda
Notary Public

My Commission Expires: 9/5/97

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ruth A. Smith, whose name as Asst. Vice President of STATE STREET BANK AND TRUST COMPANY, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she as such duly authorized officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as aforesaid.

Given under my hand and seal of office this 31st day of January, 1995.



[NOTARIAL SEAL]

Teresa J. Molenda
Notary Public

My Commission Expires: 9/5/97

WILMINGTON TRUST COMPANY,
not in its individual capacity except as expressly stated herein,
but solely as Owner Trustee, under a
Trust Agreement dated as of January 15, 1995

Rust International Corporation (Delaware)
Lease of Meadowbrook Corporate
Park Properties

No. AR-_____
\$_____

_____, _____
PPN: _____

WILMINGTON TRUST COMPANY, not in its individual capacity except as expressly stated herein, but solely as Owner Trustee, under a Trust Agreement dated as of January 15, 1995 (the "Owner Trustee"), acknowledges itself indebted and for value received promises to pay, solely from the source and as hereinafter provided, to _____ (the "Bondholder"), or registered assigns, the principal sum of _____ AND ___/100 DOLLARS (\$_____), in installments, one such installment to be due and payable on each Bond Payment Date (as hereinafter defined), each such installment to be in an amount calculated by multiplying the original principal amount hereof by the percentage of principal amount set forth opposite the relevant Bond Payment Date in Schedule I or, if an Interest Rate Reset Reduction shall have occurred, Schedule I-A hereto until the principal amount is paid in full, together with interest at the Reset Rate (as hereinafter defined) calculated on the basis of a 360-day year of twelve 30-day months (the "Bond Rate") on the unpaid principal amount hereof from time to time outstanding from and including the date hereof until such principal amount is paid in full; *provided, however*, that the final payment hereon shall in any and all events equal the then outstanding principal balance hereof. Accrued interest hereon shall be payable on each Bond Payment Date and on the date this Bond is paid in full. Subject to the foregoing, this Bond shall bear interest at the Overdue Rate (as defined in §1.01 of the Indenture (as hereinafter defined)) on any part of the principal amount hereof and on any interest or other amounts due hereunder, not paid when due (whether at stated maturity, by acceleration or otherwise), for the period the same is past due, payable on demand by the holder hereof. All capitalized terms used herein, unless otherwise defined, shall have the meaning ascribed to such terms in §1.01 of the Indenture (as hereinafter defined), which §1.01 is hereby incorporated by reference in this Bond and made a part hereof.

For purposes hereof (a) *Reset Rate* shall mean (1) for the period from and after the issuance of this Bond to but not including January 31, 1996, 8.96% per annum, and (2) thereafter (i) if (A) the WMX Effective Date occurs on or prior to January 31, 1996 and (B) on the WMX Effective Date the long-term senior unsecured obligations of WMX are rated at least "A3" (or its equivalent) by Moody's or "A-" (or its equivalent) by S&P, then 8.76% per annum or (ii) if the WMX Effective Date occurs after January 31, 1996, 8.96% per annum, (b) *Bond Payment Date* shall mean the first day of each April and October commencing on April 1, 1995 until all of the Bonds have been paid in full and (c) *Interest*

EXHIBIT A-1
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

Rate Reset Reduction" shall mean the reduction of the Reset Rate to 8.76% per annum from 8.96% per annum.

Principal, premium, if any, and interest and other amounts due hereunder or under the Indenture shall be payable in immediately available funds on the due date thereof to the Indenture Trustee at its corporate trust office for bond payments located at Two International Place, 4th Floor, Boston, Massachusetts 02110 (or at such other address as the Indenture Trustee shall notify the Bondholder in writing) and the Indenture Trustee shall remit all such amounts so received by it to such address and in such manner (by wire transfer of immediately available funds if not otherwise specified) as specified in Schedule I to the Participation Agreement or as the holder hereof shall have designated to the Indenture Trustee in writing. If the payment was received prior to 11:00 a.m., New York, New York time by the Indenture Trustee, the Indenture Trustee shall make payment by 1:00 p.m., New York, New York time, on the same day; otherwise, the Indenture Trustee shall make payment promptly, but not later than 11:00 a.m., New York, New York time, the next Business Day. In the event the Indenture Trustee shall fail to make any such payment as provided in the immediately foregoing sentence after its receipt of funds at the place and by the time specified above, the Indenture Trustee, in its individual capacity and not as trustee, hereby agrees to compensate the holder of this Bond for loss of use of funds. Whenever the date scheduled for a payment hereunder or under the Indenture 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 as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

The principal, premium, if any, and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Bond is one of a duly authorized issue of the Reset Rate Secured Bonds, Series A, due October 1, 2002 of the Owner Trustee (the "*Series A Bonds*"), which together with the Reset Rate Secured Bonds, Series B, due October 1, 2002, the Reset Rate Secured Bonds, Series C, due October 1, 2002 and the Reset Rate Secured Bonds, Series D, due October 1, 2002, of the Owner Trustee are hereinafter referred to collectively as the "*Bonds*."

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust, Mortgage, Assignment of Lease, Security Agreement and Fixture Filing dated as of January 15, 1995 (which Indenture as from time to time amended and supplemented is herein referred to as the "*Indenture*") duly executed and delivered by the Owner Trustee to the Indenture Trustee. The Indenture assigns to the Indenture Trustee for the benefit of the Bondholders certain of the rights and remedies of the Owner Trustee under the Lease, including the right to collect and receive certain amounts payable thereunder. Reference is hereby made to the Lease and the Indenture and to all amendments and supplements thereto (copies of which are and will be on file at the

principal corporate trust office of the Indenture Trustee) for a description of the property mortgaged, pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Owner Trustee, the Indenture Trustee and the Bondholders and the terms upon which the Bonds are issued and secured.

The Bonds are subject to prepayment by the Owner Trustee in whole or in part, upon the occurrence of certain extraordinary circumstances as set forth in Article III of the Indenture. In addition, the Bonds are subject to prepayment and may be prepaid by the Owner Trustee in whole at the election of the Owner Trustee on any date on or after April 1, 1999 as set forth in §3.06 of the Indenture.

In the event any of the Bonds are to be prepaid, a notice of prepayment will be mailed at least 30 days prior to said prepayment date to the registered holder of each Bond to be prepaid at the address shown on the registration books, but failure to give such notice by mail, or any defect therein, shall not affect the validity of any proceeding for the prepayment of the Bonds.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Owner Trustee and the rights of the registered holders of the Bonds at any time by the Owner Trustee and the Indenture Trustee, with the consent of a Majority in Interest of Holders of Bonds. Any such consent shall be conclusive and binding upon each such registered holder and upon all future holders of each Bond and of any such Bond issued upon the transfer thereof, whether or not notation of such consent is made thereon. The Indenture also contains provisions pursuant to which a Majority in Interest of Holders of Bonds may direct the Indenture Trustee to waive certain defaults.

This Bond is fully negotiable and transferable, as provided in the Indenture, by the registered holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Indenture Trustee. Thereupon a new bond or bonds, in registered form, of the same series, in the same aggregate principal amount and of the same maturity and rate of interest shall be issued to the transferee in exchange therefor, subject to the conditions and upon payment of any charges provided in the Indenture.

Prior to due presentment for registration of transfer of this Bond, the Owner Trustee and the Indenture Trustee may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof, whether this Bond shall be overdue or not, for the purpose of receiving payment of the principal of, Yield Maintenance Premium, if any, and interest on this Bond and for all other purposes. All such payments so made to the registered holder shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Owner Trustee nor the Indenture Trustee shall be affected by any notice to the contrary.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute any action to enforce the covenants therein, or to take any action with respect to any Indenture Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as otherwise expressly provided in the Indenture. In addition, the right of the holder of this Bond to institute or prosecute a suit for the enforcement of payment hereof or to enter a judgment in any such suit is limited to the extent that such action would result in the surrender, impairment, waiver or loss of the Lien of the Indenture for the equal and ratable benefit of all holders of Bonds. If at any time an Indenture Event of Default shall have occurred and be continuing, this Bond may be declared, and under certain circumstances shall automatically be deemed to be declared, due and payable, all upon the conditions, in the manner and with the effect provided in the Indenture.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by an authorized officer of the Indenture Trustee.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by Law; and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Owner Trustee, does not exceed or violate any constitutional, statutory or corporate limitations.

If there is a conflict between the terms and provisions of this Bond and the Indenture, the terms and provisions contained in the Indenture shall control.

All covenants, stipulations, promises, agreements and obligations of the Owner Trustee contained in this Bond and the other Operative Documents to which it is a party and in any other documents and instruments issued pursuant to or in connection therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Owner Trustee and not of any member, officer, agent or employee of the Owner Trustee in its individual capacity, and no recourse under or upon any obligation, covenant or agreements contained in this Bond and the other Operative Documents or otherwise based upon or in respect to this Bond and the other Operative Documents or any documents supplemental hereto or thereto, or for any claim based hereon or thereon or otherwise in respect hereof or thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Owner Trustee, or any successor, or any Person executing this Bond and the other Operative Documents either directly or through the Owner Trustee or any successor Owner Trustee, it being expressly understood that this Bond and the other Operative Documents are solely the covenants, stipulations, promises, agreements and obligation of the Owner Trustee, and that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Owner Trustee or of any such successor Owner Trustee, or any Person executing this Bond because of the creation of the indebtedness authorized hereby, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in

this Bond or the other Operative Documents or implied herefrom or therefrom, and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent or employee because of the indebtedness authorized hereby, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in this Bond and the other Operative Documents or implied herefrom or therefrom are, to the extent permitted by Law, expressly waived and released as a condition of, and as a consideration for, the execution of the Operative Documents and the issuance of this Bond.

Except in the case of the representations, warranties and covenants of the Owner Trustee in its individual capacity set forth in §§ 4.05 and 6.03(b) of the Participation Agreement and in the case of gross negligence or willful misconduct of the Owner Trustee, as to which in any such case individual corporate liability shall attach, all payments to be made by the Indenture Trustee under this Bond or the Indenture shall be made only from the income and the proceeds from the Indenture Estate and only to the extent that there shall be sufficient income or proceeds from the Indenture Estate to enable the Indenture Trustee to make payment in accordance with the terms hereof and the Bondholder hereof, by its acceptance of this Bond, agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to it and that none of the Trust Company, the Owner Trustee or the Owner Participant or the Indenture Trustee is personally liable to it for any amounts payable or any liability under this Bond or the Indenture, except (in the case of the Indenture Trustee) as expressly provided in the Operative Documents or (in the case of the Owner Trustee, the Trust Company, the Indenture Trustee or the Owner Participant) as expressly provided in the Indenture or the Participation Agreement; *provided, however*, that nothing contained herein, shall limit, restrict or impair the rights of the Indenture Trustee to accelerate the maturity of this Bond upon an Indenture Event of Default, to bring suit and obtain judgment against the Owner Trustee on this Bond or to exercise all rights and remedies provided under the Indenture or otherwise realize upon the Indenture Estate securing this Bond.

THIS BOND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ALABAMA.

IN WITNESS WHEREOF, the Owner Trustee has caused this Series A Bond to be executed in its name by an authorized officer, on this ____ day of _____.

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

By _____
Name
Title

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)
INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series A Bonds described in the within mentioned Indenture.

STATE STREET BANK AND TRUST COMPANY,
as Indenture Trustee

By _____
Name
Title

AMORTIZATION SCHEDULE

(Payment Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series A)

DATE	PRINCIPAL PAYMENT	INTEREST AMOUNT	TOTAL DEBT SERVICE	LOAN BALANCE
------	----------------------	--------------------	-----------------------	--------------

SCHEDULE I
(to Exhibit A-1)

AMORTIZATION SCHEDULE

(Payment Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series A)

DATE	PRINCIPAL PAYMENT	INTEREST AMOUNT	TOTAL DEBT SERVICE	LOAN BALANCE
------	----------------------	--------------------	-----------------------	--------------

SCHEDULE I-A
(to Exhibit A-1)

WILMINGTON TRUST COMPANY,
not in its individual capacity except as expressly stated herein,
but solely as Owner Trustee, under a
Trust Agreement dated as of January 15, 1995

Rust International Corporation (Delaware)
Lease of Meadowbrook Corporate
Park Properties

No. BR-_____
\$_____

_____, _____
PPN: _____

WILMINGTON TRUST COMPANY, not in its individual capacity except as expressly stated herein, but solely as Owner Trustee, under a Trust Agreement dated as of January 15, 1995 (the "Owner Trustee"), acknowledges itself indebted and for value received promises to pay, solely from the source and as hereinafter provided, to _____ (the "Bondholder"), or registered assigns, the principal sum of _____ AND ____/100 DOLLARS (\$_____), in installments, one such installment to be due and payable on each Bond Payment Date (as hereinafter defined), each such installment to be in an amount calculated by multiplying the original principal amount hereof by the percentage of principal amount set forth opposite the relevant Bond Payment Date in Schedule I or, if an Interest Rate Reset Reduction shall have occurred, Schedule I-A hereto until the principal amount is paid in full, together with interest at the Reset Rate (as hereinafter defined) calculated on the basis of a 360-day year of twelve 30-day months (the "Bond Rate") on the unpaid principal amount hereof from time to time outstanding from and including the date hereof until such principal amount is paid in full; *provided, however*, that the final payment hereon shall in any and all events equal the then outstanding principal balance hereof. Accrued interest hereon shall be payable on each Bond Payment Date and on the date this Bond is paid in full. Subject to the foregoing, this Bond shall bear interest at the Overdue Rate (as defined in §1.01 of the Indenture (as hereinafter defined)) on any part of the principal amount hereof and on any interest or other amounts due hereunder, not paid when due (whether at stated maturity, by acceleration or otherwise), for the period the same is past due, payable on demand by the holder hereof. All capitalized terms used herein, unless otherwise defined, shall have the meaning ascribed to such terms in §1.01 of the Indenture (as hereinafter defined), which §1.01 is hereby incorporated by reference in this Bond and made a part hereof.

For purposes hereof (a) *Reset Rate* shall mean (1) for the period from and after the issuance of this Bond to but not including January 31, 1996, 8.96% per annum, and (2) thereafter (i) if (A) the WMX Effective Date occurs on or prior to January 31, 1996 and (B) on the WMX Effective Date the long-term senior unsecured obligations of WMX are rated at least "A3" (or its equivalent) by Moody's or "A-" (or its equivalent) by S&P, then 8.76% per annum or (ii) if the WMX Effective Date occurs after January 31, 1996, 8.96% per annum, (b) *Bond Payment Date* shall mean the first day of each April and October commencing on April 1, 1995 until all of the Bonds have been paid in full and (c) *Interest*

Rate Reset Reduction" shall mean the reduction of the Reset Rate to 8.76% per annum from 8.96% per annum.

Principal, premium, if any, and interest and other amounts due hereunder or under the Indenture shall be payable in immediately available funds on the due date thereof to the Indenture Trustee at its corporate trust office for bond payments located at Two International Place, 4th Floor, Boston, Massachusetts 02110 (or at such other address as the Indenture Trustee shall notify the Bondholder in writing) and the Indenture Trustee shall remit all such amounts so received by it to such address and in such manner (by wire transfer of immediately available funds if not otherwise specified) as specified in Schedule I to the Participation Agreement or as the holder hereof shall have designated to the Indenture Trustee in writing. If the payment was received prior to 11:00 a.m., New York, New York time by the Indenture Trustee, the Indenture Trustee shall make payment by 1:00 p.m., New York, New York time, on the same day; otherwise, the Indenture Trustee shall make payment promptly, but not later than 11:00 a.m., New York, New York time, the next Business Day. In the event the Indenture Trustee shall fail to make any such payment as provided in the immediately foregoing sentence after its receipt of funds at the place and by the time specified above, the Indenture Trustee, in its individual capacity and not as trustee, hereby agrees to compensate the holder of this Bond for loss of use of funds. Whenever the date scheduled for a payment hereunder or under the Indenture 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 as if made on such scheduled date and (*provided* such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

The principal, premium, if any, and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Bond is one of a duly authorized issue of the Reset Rate Secured Bonds, Series B, due October 1, 2002 of the Owner Trustee (the "*Series B Bonds*"), which together with the Reset Rate Secured Bonds, Series A, due October 1, 2002, the Reset Rate Secured Bonds, Series C, due October 1, 2002 and the Reset Rate Secured Bonds, Series D, due October 1, 2002, of the Owner Trustee are hereinafter referred to collectively as the "*Bonds*."

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust, Mortgage, Assignment of Lease, Security Agreement and Fixture Filing dated as of January 15, 1995 (which Indenture as from time to time amended and supplemented is herein referred to as the "*Indenture*") duly executed and delivered by the Owner Trustee to the Indenture Trustee. The Indenture assigns to the Indenture Trustee for the benefit of the Bondholders certain of the rights and remedies of the Owner Trustee under the Lease, including the right to collect and receive certain amounts payable thereunder. Reference is hereby made to the Lease and the Indenture and to all amendments and supplements thereto (copies of which are and will be on file at the

principal corporate trust office of the Indenture Trustee) for a description of the property mortgaged, pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Owner Trustee, the Indenture Trustee and the Bondholders and the terms upon which the Bonds are issued and secured.

The Bonds are subject to prepayment by the Owner Trustee in whole or in part, upon the occurrence of certain extraordinary circumstances as set forth in Article III of the Indenture. In addition, the Bonds are subject to prepayment and may be prepaid by the Owner Trustee in whole at the election of the Owner Trustee on any date on or after April 1, 1999 as set forth in §3.06 of the Indenture.

In the event any of the Bonds are to be prepaid, a notice of prepayment will be mailed at least 30 days prior to said prepayment date to the registered holder of each Bond to be prepaid at the address shown on the registration books, but failure to give such notice by mail, or any defect therein, shall not affect the validity of any proceeding for the prepayment of the Bonds.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Owner Trustee and the rights of the registered holders of the Bonds at any time by the Owner Trustee and the Indenture Trustee, with the consent of a Majority in Interest of Holders of Bonds. Any such consent shall be conclusive and binding upon each such registered holder and upon all future holders of each Bond and of any such Bond issued upon the transfer thereof, whether or not notation of such consent is made thereon. The Indenture also contains provisions pursuant to which a Majority in Interest of Holders of Bonds may direct the Indenture Trustee to waive certain defaults.

This Bond is fully negotiable and transferable, as provided in the Indenture, by the registered holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Indenture Trustee. Thereupon a new bond or bonds, in registered form, of the same series, in the same aggregate principal amount and of the same maturity and rate of interest shall be issued to the transferee in exchange therefor, subject to the conditions and upon payment of any charges provided in the Indenture.

Prior to due presentment for registration of transfer of this Bond, the Owner Trustee and the Indenture Trustee may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof, whether this Bond shall be overdue or not, for the purpose of receiving payment of the principal of, Yield Maintenance Premium, if any, and interest on this Bond and for all other purposes. All such payments so made to the registered holder shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Owner Trustee nor the Indenture Trustee shall be affected by any notice to the contrary.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute any action to enforce the covenants therein, or to take any action with respect to any Indenture Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as otherwise expressly provided in the Indenture. In addition, the right of the holder of this Bond to institute or prosecute a suit for the enforcement of payment hereof or to enter a judgment in any such suit is limited to the extent that such action would result in the surrender, impairment, waiver or loss of the Lien of the Indenture for the equal and ratable benefit of all holders of Bonds. If at any time an Indenture Event of Default shall have occurred and be continuing, this Bond may be declared, and under certain circumstances shall automatically be deemed to be declared, due and payable, all upon the conditions, in the manner and with the effect provided in the Indenture.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by an authorized officer of the Indenture Trustee.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by Law; and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Owner Trustee, does not exceed or violate any constitutional, statutory or corporate limitations.

If there is a conflict between the terms and provisions of this Bond and the Indenture, the terms and provisions contained in the Indenture shall control.

All covenants, stipulations, promises, agreements and obligations of the Owner Trustee contained in this Bond and the other Operative Documents to which it is a party and in any other documents and instruments issued pursuant to or in connection therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Owner Trustee and not of any member, officer, agent or employee of the Owner Trustee in its individual capacity, and no recourse under or upon any obligation, covenant or agreements contained in this Bond and the other Operative Documents or otherwise based upon or in respect to this Bond and the other Operative Documents or any documents supplemental hereto or thereto, or for any claim based hereon or thereon or otherwise in respect hereof or thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Owner Trustee, or any successor, or any Person executing this Bond and the other Operative Documents either directly or through the Owner Trustee or any successor Owner Trustee, it being expressly understood that this Bond and the other Operative Documents are solely the covenants, stipulations, promises, agreements and obligation of the Owner Trustee, and that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Owner Trustee or of any such successor Owner Trustee, or any Person executing this Bond because of the creation of the indebtedness authorized hereby, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in

this Bond or the other Operative Documents or implied herefrom or therefrom, and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent or employee because of the indebtedness authorized hereby, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in this Bond and the other Operative Documents or implied herefrom or therefrom are, to the extent permitted by Law, expressly waived and released as a condition of, and as a consideration for, the execution of the Operative Documents and the issuance of this Bond.

Except in the case of the representations, warranties and covenants of the Owner Trustee in its individual capacity set forth in §§ 4.05 and 6.03(b) of the Participation Agreement and in the case of gross negligence or willful misconduct of the Owner Trustee, as to which in any such case individual corporate liability shall attach, all payments to be made by the Indenture Trustee under this Bond or the Indenture shall be made only from the income and the proceeds from the Indenture Estate and only to the extent that there shall be sufficient income or proceeds from the Indenture Estate to enable the Indenture Trustee to make payment in accordance with the terms hereof and the Bondholder hereof, by its acceptance of this Bond, agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to it and that none of the Trust Company, the Owner Trustee or the Owner Participant or the Indenture Trustee is personally liable to it for any amounts payable or any liability under this Bond or the Indenture, except (in the case of the Indenture Trustee) as expressly provided in the Operative Documents or (in the case of the Owner Trustee, the Trust Company, the Indenture Trustee or the Owner Participant) as expressly provided in the Indenture or the Participation Agreement; *provided, however*, that nothing contained herein, shall limit, restrict or impair the rights of the Indenture Trustee to accelerate the maturity of this Bond upon an Indenture Event of Default, to bring suit and obtain judgment against the Owner Trustee on this Bond or to exercise all rights and remedies provided under the Indenture or otherwise realize upon the Indenture Estate securing this Bond.

THIS BOND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ALABAMA.

IN WITNESS WHEREOF, the Owner Trustee has caused this Series B Bond to be executed in its name by an authorized officer, on this ____ day of _____.

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

By _____
Name
Title

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)
INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series B Bonds described in the within mentioned Indenture.

STATE STREET BANK AND TRUST COMPANY,
as Indenture Trustee

By _____
Name
Title

AMORTIZATION SCHEDULE

(Payment Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series B)

DATE	PRINCIPAL PAYMENT	INTEREST AMOUNT	TOTAL DEBT SERVICE	LOAN BALANCE
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SCHEDULE I
(to Exhibit A-2)

AMORTIZATION SCHEDULE

(Payment Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series B)

DATE	PRINCIPAL PAYMENT	INTEREST AMOUNT	TOTAL DEBT SERVICE	LOAN BALANCE
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SCHEDULE I-A
(to Exhibit A-2)

WILMINGTON TRUST COMPANY,
not in its individual capacity except as expressly stated herein,
but solely as Owner Trustee, under a
Trust Agreement dated as of January 15, 1995

Rust International Corporation (Delaware)
Lease of Meadowbrook Corporate
Park Properties

No. CR-_____
\$_____

_____, _____
PPN: _____

WILMINGTON TRUST COMPANY, not in its individual capacity except as expressly stated herein, but solely as Owner Trustee, under a Trust Agreement dated as of January 15, 1995 (the "Owner Trustee"), acknowledges itself indebted and for value received promises to pay, solely from the source and as hereinafter provided, to _____ (the "Bondholder"), or registered assigns, the principal sum of _____ AND ____/100 DOLLARS (\$_____), in installments, one such installment to be due and payable on each Bond Payment Date (as hereinafter defined), each such installment to be in an amount calculated by multiplying the original principal amount hereof by the percentage of principal amount set forth opposite the relevant Bond Payment Date in Schedule I or, if an Interest Rate Reset Reduction shall have occurred, Schedule I-A hereto until the principal amount is paid in full, together with interest at the Reset Rate (as hereinafter defined) calculated on the basis of a 360-day year of twelve 30-day months (the "Bond Rate") on the unpaid principal amount hereof from time to time outstanding from and including the date hereof until such principal amount is paid in full; *provided, however*, that the final payment hereon shall in any and all events equal the then outstanding principal balance hereof. Accrued interest hereon shall be payable on each Bond Payment Date and on the date this Bond is paid in full. Subject to the foregoing, this Bond shall bear interest at the Overdue Rate (as defined in §1.01 of the Indenture (as hereinafter defined)) on any part of the principal amount hereof and on any interest or other amounts due hereunder, not paid when due (whether at stated maturity, by acceleration or otherwise), for the period the same is past due, payable on demand by the holder hereof. All capitalized terms used herein, unless otherwise defined, shall have the meaning ascribed to such terms in §1.01 of the Indenture (as hereinafter defined), which §1.01 is hereby incorporated by reference in this Bond and made a part hereof.

For purposes hereof (a) *Reset Rate* shall mean (1) for the period from and after the issuance of this Bond to but not including January 31, 1996, 8.96% per annum, and (2) thereafter (i) if (A) the WMX Effective Date occurs on or prior to January 31, 1996 and (B) on the WMX Effective Date the long-term senior unsecured obligations of WMX are rated at least "A3" (or its equivalent) by Moody's or "A-" (or its equivalent) by S&P, then 8.76% per annum or (ii) if the WMX Effective Date occurs after January 31, 1996, 8.96% per annum, (b) *Bond Payment Date* shall mean the first day of each April and October commencing on April 1, 1995 until all of the Bonds have been paid in full and (c) *Interest*

Rate Reset Reduction" shall mean the reduction of the Reset Rate to 8.76% per annum from 8.96% per annum.

Principal, premium, if any, and interest and other amounts due hereunder or under the Indenture shall be payable in immediately available funds on the due date thereof to the Indenture Trustee at its corporate trust office for bond payments located at Two International Place, 4th Floor, Boston, Massachusetts 02110 (or at such other address as the Indenture Trustee shall notify the Bondholder in writing) and the Indenture Trustee shall remit all such amounts so received by it to such address and in such manner (by wire transfer of immediately available funds if not otherwise specified) as specified in Schedule I to the Participation Agreement or as the holder hereof shall have designated to the Indenture Trustee in writing. If the payment was received prior to 11:00 a.m., New York, New York time by the Indenture Trustee, the Indenture Trustee shall make payment by 1:00 p.m., New York, New York time, on the same day; otherwise, the Indenture Trustee shall make payment promptly, but not later than 11:00 a.m., New York, New York time, the next Business Day. In the event the Indenture Trustee shall fail to make any such payment as provided in the immediately foregoing sentence after its receipt of funds at the place and by the time specified above, the Indenture Trustee, in its individual capacity and not as trustee, hereby agrees to compensate the holder of this Bond for loss of use of funds. Whenever the date scheduled for a payment hereunder or under the Indenture 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 as if made on such scheduled date and (*provided* such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

The principal, premium, if any, and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Bond is one of a duly authorized issue of the Reset Rate Secured Bonds, Series C, due October 1, 2002 of the Owner Trustee (the "*Series C Bonds*"), which together with the Reset Rate Secured Bonds, Series A, due October 1, 2002, the Reset Rate Secured Bonds, Series B, due October 1, 2002 and the Reset Rate Secured Bonds, Series D, due October 1, 2002, of the Owner Trustee are hereinafter referred to collectively as the "*Bonds*."

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust, Mortgage, Assignment of Lease, Security Agreement and Fixture Filing dated as of January 15, 1995 (which Indenture as from time to time amended and supplemented is herein referred to as the "*Indenture*") duly executed and delivered by the Owner Trustee to the Indenture Trustee. The Indenture assigns to the Indenture Trustee for the benefit of the Bondholders certain of the rights and remedies of the Owner Trustee under the Lease, including the right to collect and receive certain amounts payable thereunder. Reference is hereby made to the Lease and the Indenture and to all amendments and supplements thereto (copies of which are and will be on file at the

principal corporate trust office of the Indenture Trustee) for a description of the property mortgaged, pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Owner Trustee, the Indenture Trustee and the Bondholders and the terms upon which the Bonds are issued and secured.

The Bonds are subject to prepayment by the Owner Trustee in whole or in part, upon the occurrence of certain extraordinary circumstances as set forth in Article III of the Indenture. In addition, the Bonds are subject to prepayment and may be prepaid by the Owner Trustee in whole at the election of the Owner Trustee on any date on or after April 1, 1999 as set forth in §3.06 of the Indenture.

In the event any of the Bonds are to be prepaid, a notice of prepayment will be mailed at least 30 days prior to said prepayment date to the registered holder of each Bond to be prepaid at the address shown on the registration books, but failure to give such notice by mail, or any defect therein, shall not affect the validity of any proceeding for the prepayment of the Bonds.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Owner Trustee and the rights of the registered holders of the Bonds at any time by the Owner Trustee and the Indenture Trustee, with the consent of a Majority in Interest of Holders of Bonds. Any such consent shall be conclusive and binding upon each such registered holder and upon all future holders of each Bond and of any such Bond issued upon the transfer thereof, whether or not notation of such consent is made thereon. The Indenture also contains provisions pursuant to which a Majority in Interest of Holders of Bonds may direct the Indenture Trustee to waive certain defaults.

This Bond is fully negotiable and transferable, as provided in the Indenture, by the registered holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Indenture Trustee. Thereupon a new bond or bonds, in registered form, of the same series, in the same aggregate principal amount and of the same maturity and rate of interest shall be issued to the transferee in exchange therefor, subject to the conditions and upon payment of any charges provided in the Indenture.

Prior to due presentment for registration of transfer of this Bond, the Owner Trustee and the Indenture Trustee may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof, whether this Bond shall be overdue or not, for the purpose of receiving payment of the principal of, Yield Maintenance Premium, if any, and interest on this Bond and for all other purposes. All such payments so made to the registered holder shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Owner Trustee nor the Indenture Trustee shall be affected by any notice to the contrary.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute any action to enforce the covenants therein, or to take any action with respect to any Indenture Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as otherwise expressly provided in the Indenture. In addition, the right of the holder of this Bond to institute or prosecute a suit for the enforcement of payment hereof or to enter a judgment in any such suit is limited to the extent that such action would result in the surrender, impairment, waiver or loss of the Lien of the Indenture for the equal and ratable benefit of all holders of Bonds. If at any time an Indenture Event of Default shall have occurred and be continuing, this Bond may be declared, and under certain circumstances shall automatically be deemed to be declared, due and payable, all upon the conditions, in the manner and with the effect provided in the Indenture.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by an authorized officer of the Indenture Trustee.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by Law; and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Owner Trustee, does not exceed or violate any constitutional, statutory or corporate limitations.

If there is a conflict between the terms and provisions of this Bond and the Indenture, the terms and provisions contained in the Indenture shall control.

All covenants, stipulations, promises, agreements and obligations of the Owner Trustee contained in this Bond and the other Operative Documents to which it is a party and in any other documents and instruments issued pursuant to or in connection therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Owner Trustee and not of any member, officer, agent or employee of the Owner Trustee in its individual capacity, and no recourse under or upon any obligation, covenant or agreements contained in this Bond and the other Operative Documents or otherwise based upon or in respect to this Bond and the other Operative Documents or any documents supplemental hereto or thereto, or for any claim based hereon or thereon or otherwise in respect hereof or thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Owner Trustee, or any successor, or any Person executing this Bond and the other Operative Documents either directly or through the Owner Trustee or any successor Owner Trustee, it being expressly understood that this Bond and the other Operative Documents are solely the covenants, stipulations, promises, agreements and obligation of the Owner Trustee, and that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Owner Trustee or of any such successor Owner Trustee, or any Person executing this Bond because of the creation of the indebtedness authorized hereby, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in

this Bond or the other Operative Documents or implied herefrom or therefrom, and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent or employee because of the indebtedness authorized hereby, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in this Bond and the other Operative Documents or implied herefrom or therefrom are, to the extent permitted by Law, expressly waived and released as a condition of, and as a consideration for, the execution of the Operative Documents and the issuance of this Bond.

Except in the case of the representations, warranties and covenants of the Owner Trustee in its individual capacity set forth in §§ 4.05 and 6.03(b) of the Participation Agreement and in the case of gross negligence or willful misconduct of the Owner Trustee, as to which in any such case individual corporate liability shall attach, all payments to be made by the Indenture Trustee under this Bond or the Indenture shall be made only from the income and the proceeds from the Indenture Estate and only to the extent that there shall be sufficient income or proceeds from the Indenture Estate to enable the Indenture Trustee to make payment in accordance with the terms hereof and the Bondholder hereof, by its acceptance of this Bond, agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to it and that none of the Trust Company, the Owner Trustee or the Owner Participant or the Indenture Trustee is personally liable to it for any amounts payable or any liability under this Bond or the Indenture, except (in the case of the Indenture Trustee) as expressly provided in the Operative Documents or (in the case of the Owner Trustee, the Trust Company, the Indenture Trustee or the Owner Participant) as expressly provided in the Indenture or the Participation Agreement; *provided, however*, that nothing contained herein, shall limit, restrict or impair the rights of the Indenture Trustee to accelerate the maturity of this Bond upon an Indenture Event of Default, to bring suit and obtain judgment against the Owner Trustee on this Bond or to exercise all rights and remedies provided under the Indenture or otherwise realize upon the Indenture Estate securing this Bond.

THIS BOND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ALABAMA.

IN WITNESS WHEREOF, the Owner Trustee has caused this Series C Bond to be executed in its name by an authorized officer, on this ____ day of _____.

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

By _____
Name
Title

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)
INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series C Bonds described in the within mentioned Indenture.

STATE STREET BANK AND TRUST COMPANY,
as Indenture Trustee

By _____
Name
Title

AMORTIZATION SCHEDULE

(Payment Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series C)

DATE	PRINCIPAL PAYMENT	INTEREST AMOUNT	TOTAL DEBT SERVICE	LOAN BALANCE
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SCHEDULE I
(to Exhibit A-3)

AMORTIZATION SCHEDULE

(Payment Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series C)

DATE	PRINCIPAL PAYMENT	INTEREST AMOUNT	TOTAL DEBT SERVICE	LOAN BALANCE
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SCHEDULE I-A
(to Exhibit A-3)

this Bond or the other Operative Documents or implied herefrom or therefrom, and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent or employee because of the indebtedness authorized hereby, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in this Bond and the other Operative Documents or implied herefrom or therefrom are, to the extent permitted by Law, expressly waived and released as a condition of, and as a consideration for, the execution of the Operative Documents and the issuance of this Bond.

Except in the case of the representations, warranties and covenants of the Owner Trustee in its individual capacity set forth in §§ 4.05 and 6.03(b) of the Participation Agreement and in the case of gross negligence or willful misconduct of the Owner Trustee, as to which in any such case individual corporate liability shall attach, all payments to be made by the Indenture Trustee under this Bond or the Indenture shall be made only from the income and the proceeds from the Indenture Estate and only to the extent that there shall be sufficient income or proceeds from the Indenture Estate to enable the Indenture Trustee to make payment in accordance with the terms hereof and the Bondholder hereof, by its acceptance of this Bond, agrees that it will look solely to the income and proceeds from the Indenture Estate to the extent available for distribution to it and that none of the Trust Company, the Owner Trustee or the Owner Participant or the Indenture Trustee is personally liable to it for any amounts payable or any liability under this Bond or the Indenture, except (in the case of the Indenture Trustee) as expressly provided in the Operative Documents or (in the case of the Owner Trustee, the Trust Company, the Indenture Trustee or the Owner Participant) as expressly provided in the Indenture or the Participation Agreement; *provided, however*, that nothing contained herein, shall limit, restrict or impair the rights of the Indenture Trustee to accelerate the maturity of this Bond upon an Indenture Event of Default, to bring suit and obtain judgment against the Owner Trustee on this Bond or to exercise all rights and remedies provided under the Indenture or otherwise realize upon the Indenture Estate securing this Bond.

THIS BOND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ALABAMA.

IN WITNESS WHEREOF, the Owner Trustee has caused this Series D Bond to be executed in its name by an authorized officer, on this ____ day of _____.

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

By _____
Name
Title

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)
INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series D Bonds described in the within mentioned Indenture.

STATE STREET BANK AND TRUST COMPANY,
as Indenture Trustee

By _____
Name
Title

AMORTIZATION SCHEDULE

(Payment Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series D)

DATE	PRINCIPAL PAYMENT	INTEREST AMOUNT	TOTAL DEBT SERVICE	LOAN BALANCE
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SCHEDULE I
(to Exhibit A-4)

AMORTIZATION SCHEDULE

(Payment Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series D)

DATE	PRINCIPAL PAYMENT	INTEREST AMOUNT	TOTAL DEBT SERVICE	LOAN BALANCE
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SCHEDULE I-A
(to Exhibit A-4)

PARCEL A:

MEADOW BROOK I:

Building Site I:

Lot 4, according to the Map and Survey of MEADOW BROOK CORPORATE PARK SOUTH, PHASE II, as recorded in Map Book 12, page 10, in the Probate Office of Shelby County.
Situated in Shelby County, Alabama.

MEADOW BROOK II:

BUILDING SITE II:

Lot 2, according to the Map and Survey of MEADOW BROOK CORPORATE PARK SOUTH, PHASE II, as recorded in Map Book 12, page 10, in the Probate Office of Shelby County, Alabama.
Situated in Shelby County, Alabama.

TOGETHER WITH THE FOLLOWING PERMANENT, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACROSS A PORTION OF LOT B, ACCORDING TO THE MAP AND SURVEY OF MEADOW BROOK CORPORATE PARK SOUTH, PHASE II, AS RECORDED IN MAP BOOK 12 PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DRIVEWAY AREA FOR BUILDING I:

Commence at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 Section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right of way of U.S. Highway #280; thence 96 deg. 46 min. 03 sec. to the left in a Southwesterly direction along said highway right of way line a distance of 1634.70 feet to a point; thence 90 deg. 20 min. 30 sec. to the left in a Southerly direction a distance of 93.57 feet to a point; thence 90 deg. 00 min. to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1; said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69 deg. 10 min. 29 sec.; thence 125 deg. 11 min. 31 sec. to the right (angle measured to tangent) and along the arc of said curve along the boundary of Lake #1 a distance of 125.84 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of 31 deg. 56 min. 11 sec.; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the

tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of 44 deg. 46 min. 15 sec.; thence along the arc of said curve and along the boundary of Lake #1 a distance of 61.73 feet to a point; thence 71 deg. 03 min. 07 sec. to the right (angle measured to tangent) in a Southwesterly direction a distance of 210.98 feet to the point of beginning; thence 84 deg. 26 min. 03 sec to the left in a Southeasterly direction a distance of 71.55 feet to a point on the Northwesterly line of Corporate Parkway, said point being a curve to the left having a radius of 385.00 feet and a central angle of 9 deg. 02 min.; thence 86 deg. 11 min. 20 sec. to the right (angle measured to tangent) in a Southwesterly direction along the Northwesterly line of Corporate Parkway and along the arc of said curve a distance of 60.70 feet to a point; thence 102 deg. 50 min. 39 sec. to the right (angle measured to tangent) in an Northwesterly direction a distance of 74.49 feet to a point; thence 84 deg. 26 min. 03 sec. to the right in a Northeasterly direction a distance of 60.28 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING PERMANENT, NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY OVER THE FOLLOWING DESCRIBED REAL ESTATE FOR THE PURPOSE OF INSTALLING UNDERGROUND SEWER LINES, TO-WIT:

A 15-foot wide easement for sanitary sewer across Lot B, as shown on the map of MEADOW BROOK CORPORATE PARK SOUTH, PHASE II, as recorded in Map Book 12, page 10, in the Probate Office of Shelby County, Alabama, said easement also being described by metes and bounds as lying 7.50 feet on each side of a centerline being located as follows:
Commence at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 Section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right-of-way line of U.S. Highway #280; thence 96 deg. 46 min. 03 sec. to the left in a Southwesterly direction along said highway right-of-way line a distance of 1634.70 feet to a point; thence 90 deg. 20 min. 30 sec. to the left in a Southerly direction a distance of 93.57 feet to a point; thence 90 deg. 00 min. to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69 deg. 10 min. 29 sec.; thence 125 deg. 11 min. 31 sec. to the right (angle measured to tangent) and along the arc of said curve along the boundary of Lake #1 a distance of 125.84 feet to the P.R.C. (point

of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of 31 deg. 56 min. 11 sec.; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of 44 deg. 46 min. 15 sec.; thence along the arc of said curve and along the boundary of Lake #1 a distance of 61.73 feet to a point; thence 71 deg. 03 min. 07 sec. to the right (angle measured to tangent) in a Southwesterly direction a distance of 86.00 feet to the point of beginning; thence 84 deg. 26 min. 03 sec. to the left in a Southeasterly direction a distance of 98.00 feet, more or less, to a point on the Northwesterly line of Corporate Parkway, said point being the point of ending of said centerline.

According to survey of Walter Schoel Engineering Company, dated
December 19 1994.

WJS
PARCEL B:

Lot 5, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, page 10, in the Probate Office of Shelby County, Alabama.

Situated in Shelby County, Alabama.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF DANIEL MEADOW BROOK IV LIMITED PARTNERSHIP UNDER

(I) THAT CERTAIN EASEMENT AGREEMENT DATED AS OF MARCH 6, 1989 BY AND AMONG DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP AND DANIEL MEADOW BROOK IV LIMITED PARTNERSHIP AS RECORDED IN BOOK 229, PAGE 631, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AND

(II) THAT CERTAIN EASEMENT AGREEMENT FOR INGRESS AND EGRESS DATED AS OF MARCH 6, 1989, BY AND BETWEEN DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP AND DANIEL MEADOW BROOK IV LIMITED PARTNERSHIP, AS RECORDED IN BOOK 229, PAGE 641, IN SAID PROBATE OFFICE.

Parcel C:

Lot 1, according to the Map and Survey of Meadow Brook Corporate Park South, Phase I, as recorded in Map Book 11 page 72, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Building 100

Security System
Traffic Control Equipment
Holiday Decorations
Miscellaneous
Carpet
Cabinetry/Shelving
Restaurant Exhaust Hood/Ductwork
Ansul System
Restaurant Supply & Drain Piping
Window Treatment
Bookshelf
Signage
Pantry
Telephone and Computer Equipment Backboard
Concrete Benches
Folding Partition
Large Projection TV
Reception Desk
Lockers
Indoor Fountain Filter, Pump, Piping
Ice Machine
Pass thru Windows
Dark Room Sinks
Red Light
Water Filter Systems
Hot Water Tank
Uninterruptable Power Supply
Smoke Detector
Water Detention System
Grounding at Computer Room
Access Floor
Computer A/C Units

Building 300

Security System
Traffic Control Equipment
Directory Sign
Carpet
Cabinetry/Shelving/Decorative Woodwork
Mailroom Equipment
Ansul System
Raised Flooring
Window Treatments
Appliances
Signage
Moveable Partitions
Demountable Walls
Mirrors
Pantry
Telephone Equipment Backboard
Elevator Lobby Wall Covering
Ice Machine
Exhaust Print Room
Vending Machine
Lobby Elevator Lobby Marble Floor
Computer Equipment Backboard

Building 500

Security System
Traffic Control Equipment
Holiday Decorations
Window Treatment
Carpet
Cabinet/Counter
Telephone Equipment Backboard
Pantry Equipment
Reception Desk
Restaurant Supply & Drain Piping
Concrete Benches
Access Flooring
Computer A/C Unit
Demountable Wall
Wall Mounted Directory
Printer Exhaust
Ice Machine
Kitchen Plumbing/Electricity
Large Big Screen TV/Power Screen

**Meadow Brook 1200
List of Personal Property**

Maintenance - Personal Property List

<u>QUANTITY</u>	<u>ITEM</u>
3 pair	Window Blinds 29½"
21 pair	Window Blinds 57½"
17	Used Doors
1	Bathroom Sink
1	Commode
1	Bathroom Countertop
2	Exhaust Fans & Ductwork
1	Left Hand 90 Min. Door Frames (3'x9')
1	Left Hand 90 Min. Door Frames (7')
7	A/C Light Vents
2	Under Counter Bathroom Cabinets
1	Mailbox
15	File Cabinets
6	Sanitary Machines (tampon)
9	Sanitary Machines (napkin)
1	Paper Towel/Trash Bin
1	Emergency Exit Alarm Door Latch
9 pieces	Side Light Glass
2 sets	Elevator Pads
1	Five Gallon Shop Vac
1	Handtruck
1	Grease Gun
1	Flat Cart
1	500 Foot T-Stat Tubing
16	BX95 Belts
1	4 Foot Werner Ladder
1	6 Foot Werner Ladder
2	6 Foot Work Tables
1	Dickinson Temperature Chart Recorder
1	PB 4600 Echo Blower
1	2 Gallon Gas Can
assortment	Carpet Pieces
assortment	Cove Base Pieces
assortment	Boxes of Ceiling Grid
assortment	Patio Bricks
assortment	6 Inch A/C Pipe & Fittings

assortment
assortment
assortment
assortment
assortment
assortment
assortment

Used Door Hardware
Bathroom Floor Tile
Christmas Decorations
Wallpaper
Light Bulbs
Blueprints
Operation Manuals
Buss Fuses

Office - Personal Property List

1
1
1
1
1
1
2
1
6
1
1
1
2
1
1
1
4

NEC Telephone System (includes 4 telephones)
486DX (40mhz) Computer
HP LaserJet 4 Printer
Polaroid Camera
3.8 Cubic Foot Compact Refrigerator
Chairs - Reception Area
Cocktail Table - Reception Area
Chairs - Conference Room
8' Table - Conference Room
Desk - Office
Credenza - Office
Side Chairs - Office
Executive Chair - Office
30" Bookcase - Office
Matted and Framed Prints

Together with all elevators and all equipment, wiring, conduit, and systems used in connection therewith; all heating, air conditioning and ventilation equipment located inside or outside the buildings, including but not limited to chillers, pumps, cooling towers, air handling units, compressors, condensers, fans, motors, distribution systems, filtering devices, and controls; security and fire protection equipment, including but not limited to door control devices, alarm devices, fire extinguishers, fire hose connections, pumps, and monitoring and signal devices; indoor and outdoor lighting systems, complete, including all fixtures, wiring, and controls; power distribution systems, including but not limited to

wiring, conduit, switches, receptacles, and controls; data and voice communications systems, including but not limited to conduit and cable connections between buildings, internal wiring, cable, outlets, termination equipment and accessories; irrigation equipment, including distribution systems and controls; exterior signage; interior signage and bulletin boards; all decorative or functional devices, finishes and accessories, including but not limited to built-in shelving, cabinets and counters, blinds, draperies, and carpet; and all other such equipment and systems located on or about the property described in the deed attached hereto and used in connection with the occupancy or operation thereof.

TOGETHER WITH:

Mail Boxes
Exercise Equipment
Artwork
Furniture
Reception Desk
Carpet
Cabinetry/Shelving
Telephone Equipment Backboard
Window Treatment
Locker/Benches
Refrigerator/Freezer
Dishwasher
Signage
Ice Maker
Uninterruptable Power Supply 34 kW
Computer Room A/C
Access Flooring
Directory
Water Detection/under flooring
Grounding in Computer Room

1. General and special taxes or assessments for 1995 and subsequent years not yet due and payable.

ADDITIONAL EXCEPTIONS APPLICABLE TO PARCEL A:

2. Easement to South Central Bell Telephone Company as shown by instrument recorded in Deed Book 299, Page 703 as shown on survey of Walter Schoel Engineering Company dated 12/19/1994.
3. Transmission Line Permits to Alabama Power Company as shown by instruments recorded in Real Record 120, Page 537 as shown on survey of Walter Schoel Engineering Company dated 12/19/1994 (As to Building Site II); and Deed Book 109, Page 490, Deed Book 146, Page 391 and Real 75, Page 634. (As to Building Site I).
4. Title to minerals underlying S 1/2 of SW 1/4, Section 31, Township 18 South, Range 1 West, with mining rights and privileges belonging thereto as reserved in Deed Book 28, Page 581.
5. Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South as recorded in Real Record 64, Page 91 as amended by First Amendment thereto recorded in Real Record 95, Page 826, as further amended by Second Amendment thereto as recorded in Real Record 141, Page 784 and further amended by Notice of Variance and Disclaimer of Reserved Easements recorded in Real Record 147, Page 666, and as further amended by Third Amendment thereto as recorded in Real Record 177, Page 244, and as further amended by Amended Notice of Variance and Disclaimer of Reserved Easements as recorded in Real Record 187, Page 584, as further amended by Fourth Amendment thereto recorded in Real Record 243, Page 453, as further amended by Fifth Amendment thereto recorded in Real Record 245, Page 89, as further amended by Notice of Variance and Disclaimer of Reserved Easements as recorded in Real Record 229, Page 649, and by Sixth Amendment thereto recorded as Instrument #1992-23529, and by Acknowledgement of Completion of Improvements as recorded as Instrument #1992/23528 and further amended by Seventh Amendment thereto recorded in Inst. #1995-_____.
6. Terms and conditions, including rights of other parties in and to the use of the Sanitary Sewer Easement Agreement as recorded in Real Record 258, Page 800 as shown on survey of Walter Schoel Engineering Company dated 12/19/1994.
7. Rights of others to use the easements described in Instrument recorded in Real 229, Page 641 and Real 258, Page 800.
8. Easement agreement recorded in Real Record 229, Page 631 as shown on the survey of Walter Schoel Engineering Company dated 12/19/1994.
9. Easements set out on recorded plat as located on the survey of Walter Schoel Engineering Company dated 12/19/1994.

ADDITIONAL EXCEPTIONS APPLICABLE TO PARCEL B:

10. Transmission Line Permits to Alabama Power Company as shown by instruments recorded in Real 75, Page 634, Real 207, Page 394, Deed Book 109, Page 490, Deed Book 112, Page 134, Deed Book 146, Page 391 and Real 120, Page 537 as shown on survey of Walter Schoel Engineering Company dated 12/19/1994.

11. Title to all minerals to that portion of Parcel B located in the SE 1/4 of SW 1/4 of Section 31, Township 18 South, Range 1 West, with mining rights and privileges belonging thereto as reserved in Deed Book 28, Page 581.
12. Fifteen (15) foot storm drainage easement across the Southwest corner of said lot and all other easements shown on survey of Walter Schoel Engineering Company dated 12/19/1994.
13. Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South as recorded in Real Record 64, Page 91 as amended by First Amendment thereto recorded in Real Record 95, Page 826 and as further amended by Second Amendment thereto as recorded in Real Record 141, Page 784 and as further amended by Notice of Variance and Disclaimer of Reserved Easements recorded in Real Record 147, Page 666, and as further amended by Third Amendment recorded in Real 177, Page 244 and as further amended by Amended Notice of Variance and Disclaimer of Reserved Easements as recorded in Real Record 187, Page 584, and as further amended by Fourth Amendment recorded in Real 243, Page 453 and further amended by Fifth Amendment recorded in Real 245, Page 89, as further amended by Notice of Variance and Disclaimer of Reserved Easements recorded in Real Record 229, Page 649, and as further amended by Sixth Amendment thereto as recorded in Inst. #1992-23529 and by Acknowledgment of Completion of Improvements as recorded in Inst. #1992-23528 and further amended by Seventh Amendment thereto recorded in Inst. #1995-_____.
14. Rights of other parties in and to the use of the easements recorded in Real Record 229, Pages 631 and 641 as shown on survey of Walter Schoel Engineering Company dated 12/19/1994.
15. Easements set out on recorded plat, as located on the survey of Walter Schoel Engineering Company dated 12/19/1994.

ADDITIONAL EXCEPTIONS APPLICABLE TO PARCEL C:

16. Public easements as shown by recorded plat including 15 foot sanitary sewer easement running through the Northwestern side and 15 foot storm sewer easements across Southerly, Southeasterly and Easterly sides of lot as shown by survey of Walter Schoel Engineering Co. dated 12/19/1994.
17. Transmission Line Permits to Alabama Power Company as shown by instruments recorded in Deed Book 109, Page 490; Real 75, Page 634; Real 167, Page 361 as shown by survey of Walter Schoel Engineering Co. dated 12/19/1994.
18. Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South as recorded in Real Record 64, Page 91 as amended by First Amendment thereto recorded in Real Record 95, Page 826, as further amended by Second Amendment thereto as recorded in Real Record 141, Page 784 and further amended by Notice of Variance and Disclaimer of Reserved Easements recorded in Real Record 147, page 666 and as further amended by Third Amendment thereto as recorded in Real Record 177, Page 244 and as further amended by Amended Notice of Variance and Disclaimer of Reserved Easements as recorded in Real Record 187, Page 584, as further amended by Fourth Amendment thereto recorded in Real Record 243, Page 453, as further amended by Fifth Amendment thereto recorded in Real Record 245, Page 89, as further amended by Notice of Variance and Disclaimer of Reserved Easements as recorded in Real Record 229, Page 649, and as further amended by Sixth Amendment thereto recorded as Instrument #1992-23529 and by Acknowledgement of Completion of Improvements recorded as Instrument #1992-23528 and further amended by Seventh Amendment thereto recorded in Inst. #1995-_____.
19. Easements set out on recorded plat as located on the survey of Walter Schoel Engineering Company dated 12/19/1994.
20. Twenty (20) foot sanitary sewer easement recorded in Map Book 12, Page 10, as shown on the survey of Walter Schoel Engineering Company dated 12/19/94.
21. Rights of parties in possession ~~under unrecorded tenant leases~~ as set forth Exhibit B. *High*

NOTE: The "Creditors Rights" Exclusion, Paragraph 7 of the "Exclusions from Coverage" is hereby deleted.

UNLESS OTHERWISE NOTED, ALL RECORDING REFERENCES REFER TO THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. ADDITIONALLY, ALL REFERENCES TO "REAL" AND "REAL RECORDS" REFER TO THE REAL VOLUMES AS INDEXED IN THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA.

WILMINGTON TRUST COMPANY,
not in its individual capacity except as expressly stated herein,
but solely as Owner Trustee, under a
Trust Agreement dated as of January 15, 1995

Rust International Corporation (Delaware)
Lease of Meadowbrook Corporate
Park Properties

No. DR-_____
\$_____

_____, _____
PPN: _____

WILMINGTON TRUST COMPANY, not in its individual capacity except as expressly stated herein, but solely as Owner Trustee, under a Trust Agreement dated as of January 15, 1995 (the "Owner Trustee"), acknowledges itself indebted and for value received promises to pay, solely from the source and as hereinafter provided, to _____ (the "Bondholder"), or registered assigns, the principal sum of _____ AND ____/100 DOLLARS (\$_____), in installments, one such installment to be due and payable on each Bond Payment Date (as hereinafter defined), each such installment to be in an amount calculated by multiplying the original principal amount hereof by the percentage of principal amount set forth opposite the relevant Bond Payment Date in Schedule I or, if an Interest Rate Reset Reduction shall have occurred, Schedule I-A hereto until the principal amount is paid in full, together with interest at the Reset Rate (as hereinafter defined) calculated on the basis of a 360-day year of twelve 30-day months (the "Bond Rate") on the unpaid principal amount hereof from time to time outstanding from and including the date hereof until such principal amount is paid in full; *provided, however*, that the final payment hereon shall in any and all events equal the then outstanding principal balance hereof. Accrued interest hereon shall be payable on each Bond Payment Date and on the date this Bond is paid in full. Subject to the foregoing, this Bond shall bear interest at the Overdue Rate (as defined in §1.01 of the Indenture (as hereinafter defined)) on any part of the principal amount hereof and on any interest or other amounts due hereunder, not paid when due (whether at stated maturity, by acceleration or otherwise), for the period the same is past due, payable on demand by the holder hereof. All capitalized terms used herein, unless otherwise defined, shall have the meaning ascribed to such terms in §1.01 of the Indenture (as hereinafter defined), which §1.01 is hereby incorporated by reference in this Bond and made a part hereof.

For purposes hereof (a) *Reset Rate* shall mean (1) for the period from and after the issuance of this Bond to but not including January 31, 1996, 8.96% per annum, and (2) thereafter (i) if (A) the WMX Effective Date occurs on or prior to January 31, 1996 and (B) on the WMX Effective Date the long-term senior unsecured obligations of WMX are rated at least "A3" (or its equivalent) by Moody's or "A-" (or its equivalent) by S&P, then 8.76% per annum or (ii) if the WMX Effective Date occurs after January 31, 1996, 8.96% per annum, (b) *Bond Payment Date* shall mean the first day of each April and October commencing on April 1, 1995 until all of the Bonds have been paid in full and (c) *Interest*

Rate Reset Reduction" shall mean the reduction of the Reset Rate to 8.76% per annum from 8.96% per annum.

Principal, premium, if any, and interest and other amounts due hereunder or under the Indenture shall be payable in immediately available funds on the due date thereof to the Indenture Trustee at its corporate trust office for bond payments located at Two International Place, 4th Floor, Boston, Massachusetts 02110 (or at such other address as the Indenture Trustee shall notify the Bondholder in writing) and the Indenture Trustee shall remit all such amounts so received by it to such address and in such manner (by wire transfer of immediately available funds if not otherwise specified) as specified in Schedule I to the Participation Agreement or as the holder hereof shall have designated to the Indenture Trustee in writing. If the payment was received prior to 11:00 a.m., New York, New York time by the Indenture Trustee, the Indenture Trustee shall make payment by 1:00 p.m., New York, New York time, on the same day; otherwise, the Indenture Trustee shall make payment promptly, but not later than 11:00 a.m., New York, New York time, the next Business Day. In the event the Indenture Trustee shall fail to make any such payment as provided in the immediately foregoing sentence after its receipt of funds at the place and by the time specified above, the Indenture Trustee, in its individual capacity and not as trustee, hereby agrees to compensate the holder of this Bond for loss of use of funds. Whenever the date scheduled for a payment hereunder or under the Indenture 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 as if made on such scheduled date and (*provided* such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date to the time of such payment on such next succeeding Business Day.

The principal, premium, if any, and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Bond is one of a duly authorized issue of the Reset Rate Secured Bonds, Series D, due October 1, 2002 of the Owner Trustee (the "*Series D Bonds*"), which together with the Reset Rate Secured Bonds, Series A, due October 1, 2002, the Reset Rate Secured Bonds, Series B, due October 1, 2002 and the Reset Rate Secured Bonds, Series C, due October 1, 2002, of the Owner Trustee are hereinafter referred to collectively as the "*Bonds*."

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust, Mortgage, Assignment of Lease, Security Agreement and Fixture Filing dated as of January 15, 1995 (which Indenture as from time to time amended and supplemented is herein referred to as the "*Indenture*") duly executed and delivered by the Owner Trustee to the Indenture Trustee. The Indenture assigns to the Indenture Trustee for the benefit of the Bondholders certain of the rights and remedies of the Owner Trustee under the Lease, including the right to collect and receive certain amounts payable thereunder. Reference is hereby made to the Lease and the Indenture and to all amendments and supplements thereto (copies of which are and will be on file at the

principal corporate trust office of the Indenture Trustee) for a description of the property mortgaged, pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Owner Trustee, the Indenture Trustee and the Bondholders and the terms upon which the Bonds are issued and secured.

The Bonds are subject to prepayment by the Owner Trustee in whole or in part, upon the occurrence of certain extraordinary circumstances as set forth in Article III of the Indenture. In addition, the Bonds are subject to prepayment and may be prepaid by the Owner Trustee in whole at the election of the Owner Trustee on any date on or after April 1, 1999 as set forth in §3.06 of the Indenture.

In the event any of the Bonds are to be prepaid, a notice of prepayment will be mailed at least 30 days prior to said prepayment date to the registered holder of each Bond to be prepaid at the address shown on the registration books, but failure to give such notice by mail, or any defect therein, shall not affect the validity of any proceeding for the prepayment of the Bonds.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Owner Trustee and the rights of the registered holders of the Bonds at any time by the Owner Trustee and the Indenture Trustee, with the consent of a Majority in Interest of Holders of Bonds. Any such consent shall be conclusive and binding upon each such registered holder and upon all future holders of each Bond and of any such Bond issued upon the transfer thereof, whether or not notation of such consent is made thereon. The Indenture also contains provisions pursuant to which a Majority in Interest of Holders of Bonds may direct the Indenture Trustee to waive certain defaults.

This Bond is fully negotiable and transferable, as provided in the Indenture, by the registered holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Indenture Trustee. Thereupon a new bond or bonds, in registered form, of the same series, in the same aggregate principal amount and of the same maturity and rate of interest shall be issued to the transferee in exchange therefor, subject to the conditions and upon payment of any charges provided in the Indenture.

Prior to due presentment for registration of transfer of this Bond, the Owner Trustee and the Indenture Trustee may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof, whether this Bond shall be overdue or not, for the purpose of receiving payment of the principal of, Yield Maintenance Premium, if any, and interest on this Bond and for all other purposes. All such payments so made to the registered holder shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Owner Trustee nor the Indenture Trustee shall be affected by any notice to the contrary.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute any action to enforce the covenants therein, or to take any action with respect to any Indenture Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as otherwise expressly provided in the Indenture. In addition, the right of the holder of this Bond to institute or prosecute a suit for the enforcement of payment hereof or to enter a judgment in any such suit is limited to the extent that such action would result in the surrender, impairment, waiver or loss of the Lien of the Indenture for the equal and ratable benefit of all holders of Bonds. If at any time an Indenture Event of Default shall have occurred and be continuing, this Bond may be declared, and under certain circumstances shall automatically be deemed to be declared, due and payable, all upon the conditions, in the manner and with the effect provided in the Indenture.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by an authorized officer of the Indenture Trustee.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by Law; and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Owner Trustee, does not exceed or violate any constitutional, statutory or corporate limitations.

If there is a conflict between the terms and provisions of this Bond and the Indenture, the terms and provisions contained in the Indenture shall control.

All covenants, stipulations, promises, agreements and obligations of the Owner Trustee contained in this Bond and the other Operative Documents to which it is a party and in any other documents and instruments issued pursuant to or in connection therewith shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Owner Trustee and not of any member, officer, agent or employee of the Owner Trustee in its individual capacity, and no recourse under or upon any obligation, covenant or agreements contained in this Bond and the other Operative Documents or otherwise based upon or in respect to this Bond and the other Operative Documents or any documents supplemental hereto or thereto, or for any claim based hereon or thereon or otherwise in respect hereof or thereof, shall be had against any past, present or future member, officer, agent or employee, as such, of the Owner Trustee, or any successor, or any Person executing this Bond and the other Operative Documents either directly or through the Owner Trustee or any successor Owner Trustee, it being expressly understood that this Bond and the other Operative Documents are solely the covenants, stipulations, promises, agreements and obligation of the Owner Trustee, and that no such personal liability whatsoever shall attach to, or is or shall be incurred by, any such member, officer, agent or employee of the Owner Trustee or of any such successor Owner Trustee, or any Person executing this Bond because of the creation of the indebtedness authorized hereby, or under or by reason of the covenants, stipulations, promises, agreements or obligations contained in

**AMORTIZATION OF THE SERIES A BONDS
AS A PERCENTAGE OF ORIGINAL PRINCIPAL AMOUNT**

(Payments Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series A)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				100.00000000
Apr 1 1995	0.00000000	1.51822222	1.51822222	100.00000000
Oct 1 1995	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1996	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1996	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1997	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1997	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1998	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1998	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1999	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1999	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2000	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 2000	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2001	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 2001	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2002	33.88984871	4.48000000	38.36984871	66.11015129
Oct 1 2002	66.11015129	2.96173478	69.07188607	0.00000000

SCHEDULE 1
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

AMORTIZATION OF THE SERIES A BONDS IN DOLLARS

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
				11,126,780.00
Jan 31 1995				11,126,780.00
Apr 1 1995	0.00	168,929.25	168,929.25	11,126,780.00
Oct 1 1995	0.00	498,479.74	498,479.74	11,126,780.00
Apr 1 1996	0.00	498,479.74	498,479.74	11,126,780.00
Oct 1 1996	0.00	498,479.74	498,479.74	11,126,780.00
Apr 1 1997	0.00	498,479.74	498,479.74	11,126,780.00
Oct 1 1997	0.00	498,479.74	498,479.74	11,126,780.00
Apr 1 1998	0.00	498,479.74	498,479.74	11,126,780.00
Oct 1 1998	0.00	498,479.74	498,479.74	11,126,780.00
Apr 1 1999	0.00	498,479.74	498,479.74	11,126,780.00
Oct 1 1999	0.00	498,479.74	498,479.74	11,126,780.00
Apr 1 2000	0.00	498,479.74	498,479.74	11,126,780.00
Oct 1 2000	0.00	498,479.74	498,479.74	11,126,780.00
Apr 1 2001	0.00	498,479.74	498,479.74	11,126,780.00
Oct 1 2001	0.00	498,479.74	498,479.74	11,126,780.00
Apr 1 2002	3,770,848.91	498,479.74	4,269,328.65	7,355,931.09
Oct 1 2002	7,355,931.09	329,545.71	7,685,476.80	0.00

SCHEDULE 1-A
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES A BONDS
AS A PERCENTAGE OF ORIGINAL PRINCIPAL AMOUNT
AFTER THE INTEREST RATE RESET**

(Payments Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series A)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				100.00000000
Apr 1 1995	0.00000000	1.51822222	1.51822222	100.00000000
Oct 1 1995	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1996	0.00000000	4.44611111	4.44611111	100.00000000
Oct 1 1996	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1997	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1997	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1998	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1998	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1999	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1999	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 2000	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 2000	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 2001	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 2001	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 2002	100.00000000	4.38000000	104.38000000	0.00000000

SCHEDULE 1-B
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES A BONDS IN DOLLARS
AFTER THE INTEREST RATE RESET**

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				11,126,780.00
Apr 1 1995	0.00	168,929.25	168,929.25	11,126,780.00
Oct 1 1995	0.00	498,479.74	498,479.74	11,126,780.00
Apr 1 1996	0.00	494,709.00	494,709.00	11,126,780.00
Oct 1 1996	0.00	487,352.96	487,352.96	11,126,780.00
Apr 1 1997	0.00	487,352.96	487,352.96	11,126,780.00
Oct 1 1997	0.00	487,352.96	487,352.96	11,126,780.00
Apr 1 1998	0.00	487,352.96	487,352.96	11,126,780.00
Oct 1 1998	0.00	487,352.96	487,352.96	11,126,780.00
Apr 1 1999	0.00	487,352.96	487,352.96	11,126,780.00
Oct 1 1999	0.00	487,352.96	487,352.96	11,126,780.00
Apr 1 2000	0.00	487,352.96	487,352.96	11,126,780.00
Oct 1 2000	0.00	487,352.96	487,352.96	11,126,780.00
Apr 1 2001	0.00	487,352.96	487,352.96	11,126,780.00
Oct 1 2001	0.00	487,352.96	487,352.96	11,126,780.00
Apr 1 2002	11,126,780.00	487,352.96	11,614,132.96	0.00

SCHEDULE 1-C
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES B BONDS
AS A PERCENTAGE OF ORIGINAL PRINCIPAL AMOUNT**

(Payments Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series B)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				100.00000000
Apr 1 1995	0.00000000	1.51822222	1.51822222	100.00000000
Oct 1 1995	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1996	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1996	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1997	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1997	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1998	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1998	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1999	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1999	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2000	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 2000	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2001	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 2001	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2002	33.88888889	4.48000000	38.36888889	66.11111111
Oct 1 2002	66.11111111	2.96177778	69.07288889	0.00000000

SCHEDULE 2
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

AMORTIZATION OF THE SERIES B BONDS IN DOLLARS

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				8,181,350.00
Apr 1 1995	0.00	124,211.07	124,211.07	8,181,350.00
Oct 1 1995	0.00	366,524.48	366,524.48	8,181,350.00
Apr 1 1996	0.00	366,524.48	366,524.48	8,181,350.00
Oct 1 1996	0.00	366,524.48	366,524.48	8,181,350.00
Apr 1 1997	0.00	366,524.48	366,524.48	8,181,350.00
Oct 1 1997	0.00	366,524.48	366,524.48	8,181,350.00
Apr 1 1998	0.00	366,524.48	366,524.48	8,181,350.00
Oct 1 1998	0.00	366,524.48	366,524.48	8,181,350.00
Apr 1 1999	0.00	366,524.48	366,524.48	8,181,350.00
Oct 1 1999	0.00	366,524.48	366,524.48	8,181,350.00
Apr 1 2000	0.00	366,524.48	366,524.48	8,181,350.00
Oct 1 2000	0.00	366,524.48	366,524.48	8,181,350.00
Apr 1 2001	0.00	366,524.48	366,524.48	8,181,350.00
Oct 1 2001	0.00	366,524.48	366,524.48	8,181,350.00
Apr 1 2002	2,772,568.61	366,524.48	3,139,093.09	5,408,781.39
Oct 1 2002	5,408,781.39	242,313.41	5,651,094.80	0.00

SCHEDULE 2-A
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES B BONDS
AS A PERCENTAGE OF ORIGINAL PRINCIPAL AMOUNT
AFTER THE INTEREST RATE RESET**

(Payments Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series B)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				100.00000000
Apr 1 1995	0.00000000	1.51822222	1.51822222	100.00000000
Oct 1 1995	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1996	0.00000000	4.44611111	4.44611111	100.00000000
Oct 1 1996	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1997	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1997	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1998	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1998	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1999	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1999	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 2000	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 2000	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 2001	0.25777423	4.38000000	4.63777423	99.74222577
Oct 1 2001	0.00000000	4.36870949	4.36870949	99.74222577
Apr 1 2002	99.74222577	4.36870949	104.11093526	0.00000000

SCHEDULE 2-B
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES B BONDS IN DOLLARS
AFTER THE INTEREST RATE RESET**

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				8,181,350.00
Apr 1 1995	0.00	124,211.07	124,211.07	8,181,350.00
Oct 1 1995	0.00	366,524.48	366,524.48	8,181,350.00
Apr 1 1996	0.00	363,751.91	363,751.91	8,181,350.00
Oct 1 1996	0.00	358,343.13	358,343.13	8,181,350.00
Apr 1 1997	0.00	358,343.13	358,343.13	8,181,350.00
Oct 1 1997	0.00	358,343.13	358,343.13	8,181,350.00
Apr 1 1998	0.00	358,343.13	358,343.13	8,181,350.00
Oct 1 1998	0.00	358,343.13	358,343.13	8,181,350.00
Apr 1 1999	0.00	358,343.13	358,343.13	8,181,350.00
Oct 1 1999	0.00	358,343.13	358,343.13	8,181,350.00
Apr 1 2000	0.00	358,343.13	358,343.13	8,181,350.00
Oct 1 2000	0.00	358,343.13	358,343.13	8,181,350.00
Apr 1 2001	21,089.41	358,343.13	379,432.54	8,160,260.59
Oct 1 2001	0.00	357,419.41	357,419.41	8,160,260.59
Apr 1 2002	8,160,260.59	357,419.41	8,517,680.00	0.00

SCHEDULE 2-C
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES C BONDS
AS A PERCENTAGE OF ORIGINAL PRINCIPAL AMOUNT**

(Payments Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series C)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				100.00000000
Apr 1 1995	0.00000000	1.51822222	1.51822222	100.00000000
Oct 1 1995	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1996	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1996	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1997	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1997	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1998	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1998	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1999	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1999	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2000	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 2000	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2001	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 2001	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2002	33.88888889	4.48000000	38.36888889	66.11111111
Oct 1 2002	66.11111111	2.96177778	69.07288889	0.00000000

SCHEDULE 3
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

AMORTIZATION OF THE SERIES C BONDS IN DOLLARS

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				11,314,420.00
Apr 1 1995	0.00	171,778.04	171,778.04	11,314,420.00
Oct 1 1995	0.00	506,886.02	506,886.02	11,314,420.00
Apr 1 1996	0.00	506,886.02	506,886.02	11,314,420.00
Oct 1 1996	0.00	506,886.02	506,886.02	11,314,420.00
Apr 1 1997	0.00	506,886.02	506,886.02	11,314,420.00
Oct 1 1997	0.00	506,886.02	506,886.02	11,314,420.00
Apr 1 1998	0.00	506,886.02	506,886.02	11,314,420.00
Oct 1 1998	0.00	506,886.02	506,886.02	11,314,420.00
Apr 1 1999	0.00	506,886.02	506,886.02	11,314,420.00
Oct 1 1999	0.00	506,886.02	506,886.02	11,314,420.00
Apr 1 2000	0.00	506,886.02	506,886.02	11,314,420.00
Oct 1 2000	0.00	506,886.02	506,886.02	11,314,420.00
Apr 1 2001	0.00	506,886.02	506,886.02	11,314,420.00
Oct 1 2001	0.00	506,886.02	506,886.02	11,314,420.00
Apr 1 2002	3,834,331.22	506,886.02	4,341,217.24	7,480,088.78
Oct 1 2002	7,480,088.78	335,107.98	7,815,196.76	0.00

SCHEDULE 3-A
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES C BONDS
AS A PERCENTAGE OF ORIGINAL PRINCIPAL AMOUNT
AFTER THE INTEREST RATE RESET**

(Payments Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series C)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				100.00000000
Apr 1 1995	0.00000000	1.51822222	1.51822222	100.00000000
Oct 1 1995	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1996	0.00000000	4.44611111	4.44611111	100.00000000
Oct 1 1996	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1997	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1997	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1998	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1998	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1999	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1999	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 2000	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 2000	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 2001	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 2001	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 2002	100.00000000	4.38000000	104.38000000	0.00000000

SCHEDULE 3-B
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES C BONDS IN DOLLARS
AFTER THE INTEREST RATE RESET**

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				11,314,420.00
Apr 1 1995	0.00	171,778.04	171,778.04	11,314,420.00
Oct 1 1995	0.00	506,886.02	506,886.02	11,314,420.00
Apr 1 1996	0.00	503,051.68	503,051.68	11,314,420.00
Oct 1 1996	0.00	495,571.60	495,571.60	11,314,420.00
Apr 1 1997	0.00	495,571.60	495,571.60	11,314,420.00
Oct 1 1997	0.00	495,571.60	495,571.60	11,314,420.00
Apr 1 1998	0.00	495,571.60	495,571.60	11,314,420.00
Oct 1 1998	0.00	495,571.60	495,571.60	11,314,420.00
Apr 1 1999	0.00	495,571.60	495,571.60	11,314,420.00
Oct 1 1999	0.00	495,571.60	495,571.60	11,314,420.00
Apr 1 2000	0.00	495,571.60	495,571.60	11,314,420.00
Oct 1 2000	0.00	495,571.60	495,571.60	11,314,420.00
Apr 1 2001	0.00	495,571.60	495,571.60	11,314,420.00
Oct 1 2001	0.00	495,571.60	495,571.60	11,314,420.00
Apr 1 2002	11,314,420.00	495,571.60	11,809,991.60	0.00

SCHEDULE 3-C
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES D BONDS
AS A PERCENTAGE OF ORIGINAL PRINCIPAL AMOUNT**

(Payments Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series D)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				100.00000000
Apr 1 1995	0.00000000	1.51822222	1.51822222	100.00000000
Oct 1 1995	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1996	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1996	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1997	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1997	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1998	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1998	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1999	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 1999	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2000	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 2000	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2001	0.00000000	4.48000000	4.48000000	100.00000000
Oct 1 2001	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 2002	33.88888889	4.48000000	38.36888889	66.11111111
Oct 1 2002	66.11111111	2.96177778	69.07288889	0.00000000

SCHEDULE 4

(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

AMORTIZATION OF THE SERIES D BONDS IN DOLLARS

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				10,334,420.00
Apr 1 1995	0.00	156,899.46	156,899.46	10,334,420.00
Oct 1 1995	0.00	462,982.02	462,982.02	10,334,420.00
Apr 1 1996	0.00	462,982.02	462,982.02	10,334,420.00
Oct 1 1996	0.00	462,982.02	462,982.02	10,334,420.00
Apr 1 1997	0.00	462,982.02	462,982.02	10,334,420.00
Oct 1 1997	0.00	462,982.02	462,982.02	10,334,420.00
Apr 1 1998	0.00	462,982.02	462,982.02	10,334,420.00
Oct 1 1998	0.00	462,982.02	462,982.02	10,334,420.00
Apr 1 1999	0.00	462,982.02	462,982.02	10,334,420.00
Oct 1 1999	0.00	462,982.02	462,982.02	10,334,420.00
Apr 1 2000	0.00	462,982.02	462,982.02	10,334,420.00
Oct 1 2000	0.00	462,982.02	462,982.02	10,334,420.00
Apr 1 2001	0.00	462,982.02	462,982.02	10,334,420.00
Oct 1 2001	0.00	462,982.02	462,982.02	10,334,420.00
Apr 1 2002	3,502,220.11	462,982.02	3,965,202.13	6,832,199.89
Oct 1 2002	6,832,199.89	306,082.55	7,138,282.44	0.00

SCHEDULE 4-A
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES D BONDS
AS A PERCENTAGE OF ORIGINAL PRINCIPAL AMOUNT
AFTER THE INTEREST RATE RESET**

(Payments Required to Amortize \$1,000,000 Original Principal Amount
of Reset Rate Secured Bonds, Series D)

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				100.00000000
Apr 1 1995	0.00000000	1.51822222	1.51822222	100.00000000
Oct 1 1995	0.00000000	4.48000000	4.48000000	100.00000000
Apr 1 1996	0.00000000	4.44611111	4.44611111	100.00000000
Oct 1 1996	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1997	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1997	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1998	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1998	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 1999	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 1999	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 2000	0.00000000	4.38000000	4.38000000	100.00000000
Oct 1 2000	0.00000000	4.38000000	4.38000000	100.00000000
Apr 1 2001	3.43675965	4.38000000	7.81675965	96.56324035
Oct 1 2001	0.00000000	4.22946993	4.22946993	96.56324035
Apr 1 2002	96.56324035	4.22946993	100.79271028	0.00000000

SCHEDULE 4-B
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)

**AMORTIZATION OF THE SERIES D BONDS IN DOLLARS
AFTER THE INTEREST RATE RESET**

Date	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
Jan 31 1995				10,334,420.00
Apr 1 1995	0.00	156,899.46	156,899.46	10,334,420.00
Oct 1 1995	0.00	462,982.02	462,982.02	10,334,420.00
Apr 1 1996	0.00	459,479.80	459,479.80	10,334,420.00
Oct 1 1996	0.00	452,647.60	452,647.60	10,334,420.00
Apr 1 1997	0.00	452,647.60	452,647.60	10,334,420.00
Oct 1 1997	0.00	452,647.60	452,647.60	10,334,420.00
Apr 1 1998	0.00	452,647.60	452,647.60	10,334,420.00
Oct 1 1998	0.00	452,647.60	452,647.60	10,334,420.00
Apr 1 1999	0.00	452,647.60	452,647.60	10,334,420.00
Oct 1 1999	0.00	452,647.60	452,647.60	10,334,420.00
Apr 1 2000	0.00	452,647.60	452,647.60	10,334,420.00
Oct 1 2000	0.00	452,647.60	452,647.60	10,334,420.00
Apr 1 2001	355,169.18	452,647.60	807,816.78	9,979,250.82
Oct 1 2001	0.00	437,091.19	437,091.19	9,979,250.82
Apr 1 2002	9,979,250.82	437,091.19	10,416,342.01	0.00

Inst # 1995-03030

Inst # 1995-03030

02/03/1995-03030
09:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
140 MCD 61792.50

SCHEDULE 4-C
(to Indenture of Trust, Mortgage, Assignment of
Lease, Security Agreement and Fixture Filing)