
TRUST AGREEMENT (SDMFA-2003-~~K~~F1)

for

~~SDMFA~~ ABERDEEN STATUTORY TRUST (~~SDMFA-2003-~~K~~F1~~)

dated as of ~~_____~~ September, 2003

between

~~KBC BANK N.V.,~~
THE FIFTH THIRD LEASING COMPANY
as the Owner Participant,

and

~~[U.S. BANK NATIONAL ASSOCIATION];~~
WILMINGTON TRUST COMPANY,
not in its individual
capacity except as expressly set forth herein,
but solely as Trustee

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This TRUST AGREEMENT (SDMFA-2003-~~KF1~~), dated as of September [], 2003 (this “*Trust Agreement*”), is between ~~KBC BANK N.V., a Belgian limited company~~THE FIFTH THIRD LEASING COMPANY, an Ohio corporation, as Owner Participant (the “*Owner Participant*”), and ~~[U.S. BANK NATIONAL ASSOCIATION, a national banking association]~~WILMINGTON TRUST COMPANY, a Delaware banking corporation (in its individual capacity and any institution that acts as a successor trustee in accordance with Section 9.01, referred to herein as the “*Trust Company*”, and as trustee hereunder referred to herein as the “*Trustee*”).

WHEREAS, the Owner Participant desires to form the trust created hereby for the purpose of carrying out certain transactions contemplated by the Operative Documents; and

WHEREAS, the Trust Company is willing to act as the Trustee hereunder and to accept the trust created hereby;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Trust Agreement, capitalized terms used but not otherwise defined herein shall have the respective meanings given such terms in (a) prior to the execution and delivery of the Participation Agreement (as defined in clause (b) below) by the parties thereto, Appendix A to the Participation Agreement (SDMFA-2003-~~KF1~~), draft dated [*], to be entered into among South Dakota Municipal Facilities Authority, ~~a body corporate and politic of the State of South Dakota (the “SDMFA”), SDMFA Statutory Trust (SDMFA 2003 K1), a Connecticut statutory trust (the “Trust”), the Owner Participant, AIG FP Funding (Cayman) Limited, an exempted company with limited liability organized under the laws of the Cayman Islands (“AIG-FP Funding”), AIG-FP Special Finance (Cayman) Limited, an exempted company with limited liability organized under the laws of the Cayman Islands (“AIG-FP Finance”)~~[State of South Dakota Department of Environment and Natural Resources], City of Aberdeen, the Trust, the Owner Participant, Aberdeen Lender Trust SDMFA-2003-F1, The Royal Bank of Scotland plc, New York Branch, AIG Financial Products Corp. and the Trustee and (b) following the execution and delivery of the Participation Agreement, Appendix A to the Participation Agreement (SDMFA-2003-~~KF1~~), dated as of September [], 2003 (the “*Participation Agreement*”), among the ~~SDMFA~~South Dakota Municipal Facilities Authority, [State of South Dakota Department of Environment and Natural Resources], City of Aberdeen, the Trust, the Owner Participant, ~~AIG-FP Funding, AIG-FP Finance~~Aberdeen Lender Trust SDMFA-2003-F1, The Royal Bank of Scotland plc, New York Branch, AIG Financial Products Corp. and the Trustee and the rules of usage set forth therein shall apply hereto.

ARTICLE II

**ORGANIZATION; AUTHORITY TO EXECUTE AND PERFORM DOCUMENTS;
DECLARATION OF TRUST BY THE TRUSTEE**

SECTION 2.01. Organization; Purpose and Powers.

(a) The name of the Trust is “~~SDMFA~~Aberdeen Statutory Trust (~~SDMFA-2003-KF1~~)” in which name the Trustee may engage in the business of the Trust and sue and be sued. To the extent necessary or desirable, the Trustee may engage in the business of the Trust, make and execute contracts and other instruments on behalf of the Trust and sue or be sued in the name of the Trustee or the Trust, but any such action will not be deemed to render the Trustee personally liable for the obligations of the Trust.

(b) The principal office of the Trust, and such additional offices as the Trustee may establish, will be located at such place or places inside or outside the State of ~~California~~Delaware as the Trustee may designate from time to time in writing to the Owner Participant. Initially, the principal office of the Trust will be ~~{e/o U.S. Bank National Association, 550 South Hope Street, 5th Floor, Los Angeles, CA 90071,~~c/o Wilmington Trust Company, 1100 North Market Street, Wilmington, DE 19890, Attn: Corporate Trust ~~Services~~Administration.

(c) The purpose of the trust created hereby is, and the Trustee is hereby authorized, to protect and preserve the Trust Estate.

(d) THE TRUST IS NOT A BUSINESS TRUST. THE SOLE PURPOSE OF THE TRUST IS AS SET FORTH IN SECTION 2.01(c). THE TRUSTEE MAY NOT TRANSACT BUSINESS OF ANY KIND WITH RESPECT TO THE TRUST ESTATE, NOR WILL THIS TRUST AGREEMENT BE DEEMED TO BE, OR CREATE OR EVIDENCE THE EXISTENCE OF A CORPORATION DE FACTO OR DE JURE, AN INVESTMENT ~~TRUST OR A [MASSACHUSETTS]~~ TRUST, OR ANY OTHER TYPE OF BUSINESS TRUST, ASSOCIATION, PARTNERSHIP OR JOINT VENTURE BETWEEN THE TRUSTEE AND THE OWNER PARTICIPANT.

SECTION 2.02. Authority To Execute and Perform Documents.

The Owner Participant hereby authorizes and directs the Trustee to, and the Trustee hereby agrees for the benefit of the Owner Participant that it will, subject to the terms of this Trust Agreement, (i) execute and deliver on behalf of the Trust, when and as contemplated hereby and thereby, the Operative Documents to which the Trust is or is to become a party (each such Operative Document to be in the form approved by the Owner Participant), (ii) execute and deliver all other agreements, instruments, certificates or documents, including UCC financing statements, contemplated by the documents referred to in clause (i) above ~~and~~, (iii) take whatever action shall be required to be taken by the Trustee by the terms of, and exercise its rights and perform its duties under, each of the Operative Documents, documents, agreements, instruments and certificates referred to in the preceding clauses (i) and (ii) as set forth in such Operative Documents, documents, agreements, instruments and certificates and (iv) execute and cause to be duly filed in the Office of Secretary of the State of Delaware a certificate of trust on behalf of the Trust pursuant to Section 3810 of the Delaware Statutory Trust Act,

all amendments in accordance with Section 3810 of the Delaware Statutory Trust Act, and upon the completion of the winding up of the Trust following its termination, a certificate of cancellation as required by Section 3810(d) of the Delaware Statutory Trust Act.

SECTION 2.03. Declaration of Trust.

The Trustee hereby declares that it will hold all estate, right, title and interest of the Trust in and to the Head Lease Interest and the Operative Documents (other than the Tax Indemnification Agreement), including all amounts of Rent, insurance proceeds and requisition, condemnation, indemnity or other payments of any kind for or with respect to the Facility, including any and all payments and proceeds received by the Trust after the termination of the Lease resulting from the sale, lease or other disposition of the Head Lease Interest in the Facility, but specifically excluding Excepted Property and Excepted Rights (the “*Trust Estate*”) upon the trusts hereinafter set forth for the use and benefit of the Owner Participant; subject, however, to the provisions of and the Lien created under the Loan Agreement. It is the intention of the parties hereto that the Trust created hereby to constitute, for purposes of the laws of the State of Delaware, a statutory trust ~~under Chapter 615 of Title 34 of the Connecticut General Statutes, formed according to~~ Section ~~500,3801~~ et seq., Chapter 12 of the Delaware Code (the “~~Connecticut~~Delaware Statutory Trust Act”), including Section 3803(a) thereof which provides for the limited liability of the beneficial owners of a statutory trust, and that this Trust Agreement constitute the governing instrument of the Trust. ~~The Trustee is hereby authorized and directed to execute and file a certificate of trust with the Connecticut Secretary of State in accordance with the provisions of the Connecticut Statutory Trust Act.~~ No legal title to any of the Trust Estate will be vested in the Owner Participant and it will have no interest in the Trust Estate other than its beneficial interests in the Trust Estate conferred by this Trust Agreement, which beneficial interests will be personal property.

SECTION 2.04. Authorization.

The Owner Participant hereby authorizes and directs the Trustee to, and the Trustee agrees on behalf of the Trust and for the benefit of the Owner Participant that it will, on the Closing Date, subject to due compliance with the terms of Section 2.05 hereof:

- (a) enter into the Head Lease with respect to the Facility with the Head Lessor and execute and deliver the Head Lease and the Head Lease Supplement;
- (b) lease the Facility to the Lessee under the Lease and execute and deliver the Lease and the Lease Supplement;
- (c) make payment to the Head Lessor of an amount equal to the Head Lease Payment under the Head Lease from the aggregate amount of the Commitments of the Owner Participant and the Lender, to the extent received by the Trustee in the manner provided in the Participation Agreement;
- (d) execute and deliver the Loan Agreement to the Lender and execute, issue and deliver to the Lender the Loan Certificates to be issued by it, in an aggregate principal amount equal to the Loan Amount and otherwise as provided in Section ~~2.04~~2.1 of the Loan Agreement;

~~(e) — execute and deliver the Payment Agreement;~~

~~(f) — execute and deliver the Equity Payment Agreement;~~

~~(g) — execute and deliver the Assignment Agreement;~~

~~(h) — execute and deliver the Account Pledge and Security Agreement and the Custody Agreement;~~

(e) ~~(i)~~ execute and deliver the Support and Operating Agreement;

(f) ~~(j)~~ execute and deliver ~~the Access Agreement;~~

~~(k) — execute and deliver, or authenticate or authorize the filing of,~~ the financing statements referred to in Section 3(t) of the Participation Agreement, together with all other agreements, documents and instruments referred to in Section 3 of the Participation Agreement to which the Trust is to be a party;

(g) ~~(l)~~ execute and deliver all such other instruments, documents or certificates and take all such other actions in accordance with the directions of the Owner Participant, as the Owner Participant may deem necessary or advisable in connection with the transactions contemplated hereby or by the other Operative Documents; and

(h) ~~(m)~~ take such other action as may be requested of the Trustee by the Owner Participant hereunder or under the other Operative Documents and act generally at the direction of the Owner Participant.

The Owner Participant hereby authorizes and directs the Trustee to, and the Trustee agrees on behalf of the Trust and for the benefit of the Owner Participant that it will, promptly after the lease of the Facility by the Head Lessor to the Trust, cause the Facility to be leased to the ~~Lessee~~Lessees under the Lease.

SECTION 2.05. Conditions Precedent.

The rights and obligations of the Trustee to take the actions required by Section 2.04 shall be subject to the conditions precedent that:

(a) the conditions of Section 3 of the Participation Agreement shall have been either fulfilled to the satisfaction of or waived by the Owner Participant; and

(b) the Owner Participant and the Lender shall have made available the full amount of their respective Commitments in accordance with Section 2(a) of the Participation Agreement.

ARTICLE III

PAYMENTS

SECTION 3.01. Payments from Trust Estate Only.

All payments to be made by the Trustee under this Trust Agreement shall be made only from the income and proceeds from the Trust Estate and only to the extent that the Trustee shall have received income or proceeds from the Trust Estate to make such payments in accordance with the terms hereof, except as specifically provided in Section 6.01 hereof. The Owner Participant agrees that it will look solely to the income and proceeds from the Trust Estate to the extent available for payment as herein provided and that, except as specifically provided herein, the Trust Company shall not be liable to the Owner Participant for any amounts payable under this Trust Agreement and shall not be subject to any liability under this Trust Agreement.

SECTION 3.02. Method of Payment.

All amounts payable to the Owner Participant pursuant to this Trust Agreement shall be paid or caused to be paid by the Trustee to, or for the account of, the Owner Participant or its nominee by transferring such amount in immediately available funds to a banking institution or banking institutions with bank wire transfer facilities for the account of the Owner Participant or as otherwise instructed in writing from time to time by the Owner Participant. Such payments will be made by the Trustee on the day received (or on the next succeeding Business Day if the funds to be so distributed shall not have been received by ~~{12:00 noon California}~~New York time), and the Trustee as instructed by the Owner Participant in writing shall use its best efforts to invest overnight, in such funds in which the Trustee is permitted to invest, all funds received by it later than ~~{12:00 noon California}~~New York time. Notwithstanding the foregoing, the Trustee will, if so requested by the Owner Participant in writing, pay any or all amounts payable to the Owner Participant pursuant to this Article III either (i) by crediting such amount or amounts to an account or accounts maintained by the Owner Participant with the Trust Company in immediately available funds, (ii) by payment at the office of the ~~Corporate~~Trust DepartmentOffice of the Trustee in immediately available funds or (iii) by mailing an official bank check or checks in such amount or amounts payable to the Owner Participant at such address as the Owner Participant shall have designated in writing to the Trustee.

ARTICLE IV

DISTRIBUTIONS

SECTION 4.01. Distributions.

Subject to the terms and requirements of the Operative Documents, all payments and amounts received by the Trustee shall be distributed to the Owner Participant promptly upon receipt; *provided, however*, that any payments received by the Trustee from (i) the Lessee with respect to the Trustee's fees and disbursements or (ii) the Owner Participant pursuant to Article VII hereof shall be retained by the Trustee and applied toward the purpose for which such payments were made.

SECTION 4.02. Method of Payment.

All amounts from time to time distributable by the Lender to the Owner Participant pursuant to the Loan Agreement shall, if paid to the Trustee, be distributed by the Trustee to the Owner Participant in accordance with the provisions of Section ~~3.06~~3.6 of the Loan Agreement.

SECTION 4.03. Excepted Property.

Anything in this Article IV or elsewhere in this Trust Agreement to the contrary notwithstanding, any payments on or in respect of Excepted Property received at any time by the Trustee shall be distributed promptly by the Trustee to the Owner Participant (other than those amounts the Trust Company is entitled to receive).

ARTICLE V

DUTIES OF THE TRUSTEE

SECTION 5.01. Notice of Certain Events.

In the event the Trustee shall have knowledge of any Lease Default, Lease Event of Default, Loan Default, Loan Event of Default or Event of Loss, the Trustee shall give prompt notice thereof by telephone or facsimile transmission followed by prompt confirmation thereof by reputable overnight courier, postage prepaid, to the Owner Participant, the Lessee, the State, the User, ~~the Strip Surety Provider~~ and the Lender. Subject to the provisions of Section 5.03 hereof, the Trustee shall take or refrain from taking such action not inconsistent with the provisions of the Operative Documents with respect to such Lease Default, Lease Event of Default, Loan Default, Loan Event of Default or Event of Loss as the Owner Participant shall direct by written instructions to the Trustee. If the Trustee shall have given the Owner Participant notice of any event and shall not have received written instructions as provided above within thirty (30) days after mailing notice of such event to the Owner Participant, the Trustee shall take no action in respect of such event until instructed by the Owner Participant. For all purposes of this Trust Agreement and the other Operative Documents, in the absence of actual knowledge of a responsible officer in the ~~Corporate~~-Trust ~~Department~~Office, the Trustee shall be deemed not to have knowledge of any Lease Default, Lease Event of Default, Loan Default, Loan Event of Default or Event of Loss unless a responsible officer in the ~~Corporate~~-Trust ~~Services~~Office receives written notice thereof given by or on behalf of the Owner Participant, the Lessee, the State, the User, ~~the Strip Surety Provider~~ or the Lender.

SECTION 5.02. Action upon Instructions.

Subject to the provisions of Sections 5.01, 5.03 and 5.05 hereof, upon the written instructions of the Owner Participant at any time and from time to time, the Trustee will take or refrain from taking such of the following actions, not inconsistent with the provisions of the Operative Documents, as may be specified in such instructions: (i) give such notice or direction or exercise such right, remedy or power hereunder, under any of the other Operative Documents to which the Trust is a party or in respect of all or any part of the Trust Estate, or take such other action as shall be specified in such instructions; (ii) take such action to preserve or protect the Trust Estate (including the discharge of any Liens) as may be specified in such instructions;

(iii) approve as satisfactory to it, or consent to, all matters required by the terms of the Lease or the other Operative Documents to be satisfactory to, or consented to by, the Trust or the Trustee, it being understood that without written instructions of the Owner Participant, the Trustee shall not approve any such matter as satisfactory to it; (iv) convey all of the Trust's right, title and interest in and to the Head Lease Interest for such amount, on such terms and to such purchaser or purchasers as shall be designated in such instructions, or retain, lease, sublease or otherwise dispose of, or from time to time take such other action with respect to, the Head Lease Interest on such terms as shall be designated in such instructions; and (v) take any other actions requested by the Owner Participant.

SECTION 5.03. Indemnification.

The Trustee shall not be required to take or refrain from taking any action under this Trust Agreement or any other Operative Document (other than the actions specified in the first sentence of Section 5.01 and in the last sentence of Section 5.04 hereof) unless the Trust Company shall have been indemnified by the Lessee, the State, the User or the Owner Participant, in manner and form reasonably satisfactory to the Trust Company, against any liability, cost or expense (including reasonable counsel fees) that may be incurred or charged in connection therewith, other than such as may result from the willful misconduct or gross negligence of the Trustee (or ordinary negligence in the handling, receiving or disbursing of funds actually received by it in accordance with the terms of the Operative Documents and taking any action related thereto); and, if the Owner Participant shall have directed the Trustee to take or refrain from taking any action, the Owner Participant agrees to furnish such indemnity as shall be required by a written undertaking of indemnification and, to the extent not otherwise paid pursuant to the provisions of the Lease or the Participation Agreement, to pay the reasonable compensation of the Trust Company for the services performed or to be performed by the Trustee pursuant to such direction. The Trustee shall not be required to take any action under this Trust Agreement or any other Operative Document if the Trust Company shall reasonably determine, or shall have been advised by counsel, that such action is likely to result in personal liability for which the Trust Company has not been and will not be adequately indemnified or is contrary to the terms hereof or of any other Operative Document to which the Trustee or the Trust is a party or is otherwise contrary to law.

SECTION 5.04. No Duties Except as Specified in Trust Agreement or Instructions.

The Trustee shall not have any duty or obligation to manage, control, use, make any payment in respect of, record, insure, inspect, sell, dispose of or otherwise deal with the Facility or the Head Lease Interest or any other part of the Trust Estate, or to otherwise take or refrain from taking any action under or in connection with any Operative Document to which the Trust is a party, except as expressly provided by the terms of this Trust Agreement or in written instructions from the Owner Participant received pursuant to Section 5.01, 5.02 or 6.07 hereof; and no implied duties or obligations shall be read into this Trust Agreement against the Trustee. The Trust Company nevertheless agrees that it will, at its own cost and expense (but without any right of indemnity in respect of such cost or expense under Section 5.03 or 7.01 hereof), promptly take all action as may be necessary to discharge and satisfy in full (i) any Lessor's Liens attributable to the Trust Company on any part of the Trust Estate; (ii) any Liens (other than Lessor's Liens attributable to the Trust Company) created as a result of its breach of

any of its obligations under this Trust Agreement on any part of the Trust Estate or the Excepted Property, or on any properties of the Trust assigned, pledged or mortgaged as part of the Trust Estate, which arise from acts of the Trust Company, except the Lien of the Loan Agreement, the rights of the Lessees under the Lease and the rights of the Owner Participant hereunder; and (iii) any other Liens attributable to the Trust Company on any part of the Trust Estate or the Excepted Property which result from claims against the Trust Company unrelated to the Head Lease Interest, the administration of the Trust Estate or the transactions contemplated by the Operative Documents.

SECTION 5.05. No Action Except Under Specified Documents or Instructions.

Neither the Trust nor the Trustee shall have any power, authority or right to, and each of the Trust and the Trustee agrees that it will not, manage, control, use, sell, dispose of or otherwise deal with the Facility or any other part of the Trust Estate except (i) as expressly required by the terms of the Operative Documents, (ii) in accordance with the powers granted to or the authority conferred upon it pursuant to this Trust Agreement or (iii) in accordance with the express terms hereof or with written instructions from the Owner Participant pursuant to Section 5.01, 5.02 or 6.07 hereof.

SECTION 5.06. Absence of Duties.

Except in accordance with written instructions furnished pursuant to Section 5.01, 5.02 or 6.07 hereof, and without limitation of the generality of Sections 2.04, 5.04, 8.03 and 9.01(b) hereof, neither the Trustee nor the Trust Company shall have any duty to: (i) file, record or deposit any Operative Document or any other document, including UCC financing statements, or to maintain any such filing, recording or deposit or to refile, rerecord or redeposit any such document; (ii) obtain insurance on the Facility or effect or maintain any such insurance, other than to receive and forward to the Owner Participant any notices, policies, certificates or binders furnished to the Trustee pursuant to the Lease, the Sublease or the User Lease; (iii) maintain the Facility; (iv) pay or discharge any Tax or any Lien owing with respect to or assessed or levied against any part of the Trust Estate, except as provided in the last sentence of Section 5.04 hereof, other than to forward notice of such Tax or Lien received by the Trustee to the Owner Participant; (v) inspect the Facility at any time or ascertain or inquire as to the performance or observance of any of the covenants of the Lessee or any other Person under any Operative Document with respect to the Facility; or (vi) manage, control, use, sell, dispose of or otherwise deal with the Facility or any Part thereof or any other part of the Trust Estate, except as provided in Section 5.04 hereof.

ARTICLE VI

THE TRUSTEE

SECTION 6.01. Acceptance of Trust and Duties.

The Trust Company accepts the trust hereby created and agrees to perform the same, but only upon the terms of this Trust Agreement. The Trustee agrees to receive, manage and disburse all monies constituting part of the Trust Estate actually received by it in accordance

with the terms of this Trust Agreement. The Trust Company shall not be answerable or accountable under any circumstances, except for (i) its own willful misconduct or gross negligence, (ii) the inaccuracy of any of its representations or warranties (or from the failure by it to perform any covenant made by it) contained in Section 6.03 of this Trust Agreement or any other Operative Document to which it is a party, (iii) its failure to perform obligations expressly undertaken by it in the last sentence of Section 5.04 of this Trust Agreement, (iv) Taxes based on or measured by any fees, commissions or compensation received by it for acting as the Trustee in connection with any of the transactions contemplated by the Operative Documents, and (v) its failure to use ordinary care in handling, receiving or disbursing of monies actually received by it in accordance with the terms hereof and taking any action related thereto.

SECTION 6.02. Furnishing of Documents.

The Trustee will furnish to the Owner Participant, promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, opinions, certificates, financial statements and any other instruments or writings furnished to the Trustee hereunder or under any of the other Operative Documents, unless a copy of the same is required by the express terms of any Operative Document to be furnished by some other Person directly to the Owner Participant or the Trustee shall have reasonably determined that the same has already been furnished to the Owner Participant.

SECTION 6.03. No Representations or Warranties as to the Facility or Operative Documents.

NEITHER THE TRUST COMPANY NOR THE TRUSTEE (i) IS A MANUFACTURER OF OR DEALER IN THE FACILITY AND NEITHER WILL MAKE AN INSPECTION OF THE FACILITY PRIOR TO DELIVERY TO AND ACCEPTANCE BY THE LESSEE, (ii) MAKES OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, VALUE, WORKMANSHIP, DESIGN, OPERATION, COMPLIANCE WITH SPECIFICATIONS, CONSTRUCTION, PERFORMANCE OR MERCHANTABILITY, FITNESS OR SUITABILITY FOR USE OR PURPOSE OF THE FACILITY OR ANY PART THEREOF, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE FACILITY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITY OR ANY PART THEREOF, (iii) MAKES OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE TO THE FACILITY OR ANY PART THEREOF, EXCEPT AS SPECIFICALLY SET FORTH IN THE PARTICIPATION AGREEMENT, except that the Trust Company warrants that, on the Closing Date and during the Lease Term, the Facility shall be free of Lessor's Liens attributable to the Trust Company, or (iv) makes or shall be deemed to have made any representation or warranty as to the validity, legality or enforceability of this Trust Agreement or any other Operative Document to which the Trust is a party, or any other document or instrument, or as to the correctness of any statement contained in any thereof except

to the extent that any such statement is expressly made herein or therein as a representation by the Trust Company or by the Trustee, as the case may be, and except that the Trust Company hereby represents and warrants that this Trust Agreement has been, and (assuming due authorization, execution and delivery by the Owner Participant of this Trust Agreement) the other Operative Documents to which it or the Trustee is a party have been (or that such Operative Document at the time of execution and delivery by it or the Trustee hereunder or pursuant to the terms of the Participation Agreement, will be) duly executed and delivered by one of its officers who is or will be, as the case may be, duly authorized to execute and deliver this Trust Agreement and such other Operative Documents on behalf of itself or the Trustee, as the case may be, and that this Trust Agreement and such other Operative Documents, to the extent expressly stated to be an obligation of the Trust Company in its individual capacity, are or will be, as the case may be, enforceable against the Trust Company in accordance with their respective terms.

SECTION 6.04. No Segregation of Monies; No Interest.

Except as otherwise provided herein or in any of the other Operative Documents, monies received by the Trustee hereunder need not be segregated in any manner, except to the extent required by ~~law~~[Applicable Law](#), and may be deposited under such general conditions as may be prescribed by ~~law~~[Applicable Law](#), and neither the Trust Company nor the Trustee shall be liable for any interest thereon, except as may be agreed to by the Trust Company or the Trustee.

SECTION 6.05. Reliance; Advice of Counsel.

The Trustee shall not incur any liability to any Person in acting in reliance 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 party or parties. The Trustee may accept and rely upon a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, the Trustee may, for all purposes hereof, rely on an Officer's Certificate of the relevant party as to such fact or matter, and such certificate shall constitute full protection to the Trustee for any action taken or refrained from being taken by it in good faith in reliance thereon. In the administration of the trust hereunder, the 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 Trust Estate, consult with counsel, accountants and other skilled Persons to be selected and employed by it, and the Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled Persons and the Trustee shall not be liable for the negligence of any such counsel, accountant or other skilled person appointed by it with due care hereunder.

SECTION 6.06. Not Acting in Individual Capacity.

In acting hereunder, the Trustee acts solely as trustee and not in its individual capacity, except as otherwise expressly provided herein or in any other Operative Document. All Persons

having any claim against the Trust Company, the Trust or the Trustee by reason of the transactions contemplated by the Operative Documents shall look only to the Trust Estate (or a part thereof, as the case may be) for payment or satisfaction thereof, except as specifically provided in this Article VI and except to the extent that the Trustee or the Trust Company, as the case may be, shall otherwise expressly agree in any Operative Document to which it is a party.

SECTION 6.07. Books and Records; Tax Returns.

The Trustee shall be responsible for the keeping of all customary books and records relating to the receipt and disbursement of all monies that it may receive or be entitled to hereunder or under any other Operative Document. At the request and expense of the Owner Participant, the Trustee shall file an application with the Internal Revenue Service for a taxpayer identification number with respect to the trust created hereby and, upon preparation by the Owner Participant and direction therefrom, sign and/or file the Federal fiduciary tax return with respect to Taxes due and payable by the trust created hereby in connection with the transactions contemplated hereby or by any other Operative Document. The Owner Participant shall furnish the Trustee with all such information as may be reasonably required from the Owner Participant in connection with the filing of such tax returns. The Trustee shall send a copy of any completed and filed tax returns to the Owner Participant and shall keep copies of all tax returns delivered to or filed by it.

ARTICLE VII

INDEMNIFICATION OF THE TRUST COMPANY BY THE OWNER PARTICIPANT

SECTION 7.01. The Owner Participant To Indemnify the Trust Company.

The Owner Participant hereby agrees, whether or not any of the transactions contemplated hereby shall be consummated, to assume liability for, and to indemnify, protect, save and keep harmless the Trust Company and its successors, permitted assigns, officers, directors, legal representatives, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Trust Company on or measured by any compensation received by the Trust Company for its services hereunder), claims, actions, suits, costs, expenses or disbursements (including reasonable legal fees and expenses, and including any liability of an owner, any strict liability and any liability without fault) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Trust Company (but only if and to the extent the Trust Company is not indemnified therefor by the Lessee under the Lease or by the Lessee, the State or the User under the Participation Agreement or by any other Person within a reasonable time after demand therefor) in any way relating to or arising out of this Trust Agreement or any of the other Operative Documents or the enforcement of any of the terms of any thereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, nonacceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of the Facility (including, latent and other defects, whether or not discoverable, and any claim for patent, trademark or copyright infringement), or in any way relating to or arising out of the administration of the Trust Estate or the action or inaction of the Trustee or the Trust Company, except (a) in the case of willful misconduct or gross negligence on the part of the Trustee or the

Trust Company in the performance or nonperformance of its duties hereunder or under any other Operative Document or (b) those claims resulting from the inaccuracy of any representation or warranty of the Trust Company (or from the failure of the Trust Company in its individual capacity to perform any of its covenants or its breach of any covenant) in Section 6.03 hereof, in Section 7.1 of the Participation Agreement or elsewhere expressly set forth in any of the other Operative Documents or (c) as may result from a breach by the Trust Company of its covenant in the last sentence of Section 5.04 hereof or (d) in the case of the failure to use ordinary care on the part of the Trustee or the Trust Company in the handling of monies actually received by it in accordance with the terms hereof or (e) those arising or resulting from any of the matters described in the last sentence of Section 6.01 hereof or (f) as otherwise excluded by the terms of Section 15(a) of the Participation Agreement from the Lessee's, the State's and the User's general indemnity (disregarding, for purposes of this Section 7.01, ~~clauses~~Sections 15(a)(A), 15(a)(C) (to the extent a transfer results from actions of the Owner Participant), 15(a)(D), 15(a)(F) (to the extent attributable to actions taken at the express written direction of the Owner Participant), 15(a)(G) (to the extent attributable to actions taken at the express written direction of the Owner Participant), 15(a)(H) (except to the extent a Lessor's Lien is attributable to the Trust Company) of the Participation Agreement, or general tax indemnity, disregarding, for purposes of this Section 7.01, ~~clauses~~Sections 15(c)(ii)(A) (to the extent attributable to actions taken or omitted at the express written direction of the Owner Participant), 15(c)(ii)(G) (to the extent a transfer results from actions of the Owner Participant) and 15(c)(ii)(S) (to the extent attributable to actions taken or omitted at the express written direction of the Owner Participant) of the Participation Agreement to the Trustee or the Trust Company, as the case may be, thereunder or (g) for Taxes based on or measured by the compensation received by the Trust Company for acting as the Trustee, for any franchise Taxes payable by the Trust Company or for Taxes resulting from the gross negligence or willful misconduct of the Trust Company. The indemnities contained in this Section 7.01 extend to the Trust Company and shall not be construed as indemnities of the Collateral or the Trust Estate (except to the extent, if any, that the Trust Company has been reimbursed by the Collateral or the Trust Estate for amounts covered by the indemnities contained in this Section 7.01). In addition, if necessary, the Trust Company shall be entitled to indemnification from the Trust Estate, subject to the Lien of the Loan Agreement, for any liability, obligation, loss, damage, penalty, tax, claim, action, suit, cost, expense or disbursement indemnified against pursuant to this Section 7.01 to the extent not reimbursed by the Lessee, the State, the User, the Owner Participant or others, but without releasing any of them from their respective agreements of reimbursement; and to secure the same, the Trust Company shall have a Lien on the Trust Estate, subject to the Lien of the Loan Agreement, which shall be prior to any interest therein of the Owner Participant. The payor of any indemnity under this Article VII shall be subrogated to any right of the Person indemnified in respect of the matter as to which such indemnity was paid. The indemnities contained in this Section 7.01 shall survive the termination of this Trust Agreement.

SECTION 7.02. Compensation and Expenses.

The Trust Company shall be entitled to reasonable compensation for its services and expenses hereunder, including the reasonable fees and expenses of its counsel, as more specifically provided in a separate fee agreement to be entered into between the Trust Company and Allco Finance Corporation. Except as otherwise provided in Sections 4.01, 5.03, 6.07, and 7.01, neither the Trust Company nor the Trustee shall have any right against the Owner

Participant or the Trust Estate for any fee, compensation or reimbursement for its services hereunder.

ARTICLE VIII

TERMINATION OF TRUST AGREEMENT

SECTION 8.01. Termination of Trust Agreement.

This Trust Agreement and the trust created hereby shall terminate and the Trust Estate shall be distributed to the Owner Participant, and this Trust Agreement shall be of no further force or effect, upon the earliest of (i) the election by the Owner Participant to exercise its right to terminate the Trust in accordance with Section 20(a) of the Participation Agreement, (ii) the final discharge of the Lien under the Loan Agreement pursuant to Section 7.01 thereof, the written request of the Owner Participant following the sale or other final disposition by the Trustee of all property constituting part of the Trust Estate and the final distribution by the Trustee of all monies or other property or proceeds constituting part of the Trust Estate in accordance with the terms of Article IV hereof, and (iii) 110 years following the earliest execution of this Trust Agreement by the parties hereto.

SECTION 8.02. Termination at Option of the Owner Participant.

Notwithstanding Section 8.01 above and subject to Section 20(a) of the Participation Agreement, this Trust Agreement and the trust created hereby shall terminate and the Trust Estate shall be distributed to the Owner Participant, and this Trust Agreement shall be of no further force and effect, upon the election of the Owner Participant by notice to the Trustee if (i) such notice shall be accompanied by the written agreement of the Owner Participant assuming all the obligations of the Trustee under or contemplated by the Operative Documents and all other obligations of the Trustee incurred by it as trustee hereunder, and (ii) all amounts due the Trustee or the Trust Company hereunder shall have been satisfied, or an agreement satisfactory to the Trustee with respect to the payment of such amounts shall have been reached.

SECTION 8.03. Actions by the Trustee upon Termination.

Upon termination of this Trust Agreement and the trusts created hereby pursuant to Section 8.01 or Section 8.02, the Trustee shall take such action as may be requested by the Owner Participant to transfer the Trust Estate to the Owner Participant, including, without limitation, the execution of instruments of transfer or assignment with respect to any of the Operative Documents to which the Trustee is a party. Upon the dissolution and winding up of the Trust as provided herein, the Trustee will cause the Certificate of Trust of the Trust to be canceled by filing a certificate of cancellation in accordance with the ~~Connecticut~~Delaware Statutory Trust Act.

SECTION 8.04. Bankruptcy of the Owner Participant.

The bankruptcy, insolvency or other similar incapacity of the Owner Participant shall not (i) operate to terminate this Trust Agreement, (ii) entitle the Owner Participant's legal representatives to claim an accounting or to take any action in any court for a partition or

winding up of the Trust Estate or (iii) otherwise affect the rights, obligations and liabilities of the parties hereto.

ARTICLE IX

SUCCESSOR TRUSTEES, CO-TRUSTEES AND SEPARATE TRUSTEES

SECTION 9.01. Resignation of the Trustee; Appointment of Successor.

(a) The Trustee may resign at any time without cause by giving written notice to the Owner Participant, the Lender, the Lessee and the User, such resignation to be effective on the acceptance of appointment by a successor Trustee under Section 9.01(b) below. The Trustee may be removed with or without cause at any time by the Owner Participant with sixty (60) days' prior written notice, a copy of which shall be delivered concurrently by the Owner Participant to the ~~Strip Surety Provider and the~~ Lender. Any such resignation or removal shall be effective upon the acceptance of appointment by a successor Trustee under Section 9.01(b) below. In case of the resignation or removal of the Trustee, the Owner Participant may appoint a successor Trustee by an instrument signed by the Owner Participant. If a successor Trustee shall not have been appointed within sixty (60) days after the giving of written notice of such resignation or the delivery of the written instrument with respect to such removal, the Trustee or the Owner Participant may apply to any court of competent jurisdiction to appoint a successor Trustee to act until such time, if any, as a successor shall have been appointed and shall have accepted its appointment as provided above. Any successor Trustee so appointed by such court shall immediately and without further act be superseded by any successor Trustee appointed as provided above.

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

(c) Any successor Trustee, however appointed, shall be or shall be guaranteed by a bank or trust company incorporated and doing business within the United States of America and having a combined capital and surplus of at least \$150,000,000, if there be such an institution willing, able and legally qualified to perform the duties of the Trustee hereunder upon reasonable or customary terms.

(d) Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation to which substantially all the corporate

trust business of the Trustee may be transferred, shall, subject to the terms of Section 9.01(c) above, be the Trustee under this Trust Agreement without further act.

SECTION 9.02. Appointment of Co-Trustees and Separate Trustees.

(a) Notwithstanding any other provision of this Trust Agreement to the contrary, at any time or times, in the event that the Trustee or the Owner Participant shall deem it necessary or prudent in order to conform to the legal requirements of any jurisdiction in which any part of the Trust Estate may at such time or times be located to make any claim or bring any suit with respect to the Trust Estate, the Loan Certificates or any Operative Document, or the Trustee or the Owner Participant shall be advised by counsel satisfactory to it that it is so necessary or prudent, the Trustee and the Owner Participant shall execute and deliver an agreement supplemental hereto and all other instruments and agreements, and shall take all other action necessary or proper to constitute one or more Persons, who need not meet the requirements of Section 9.01(c) above (and the Trustee may appoint one or more of its officers), either as co-trustee or co-trustees jointly with the Trustee of all or any part of the Trust Estate, or as separate trustee or separate trustees of all or any part of the Trust Estate, and to vest in such Persons, in such capacity, such title to the Trust Estate or any part thereof and such rights or duties as may be necessary or desirable, all for such period and under such terms and conditions as are satisfactory to the Trustee and the Owner Participant. In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the Trust Estate and all rights and duties of such co-trustee or separate trustee shall, so far as permitted by Applicable Law, vest in and be exercised by the Trustee, without the appointment of a successor to such co-trustee or separate trustee.

(b) All provisions of this Trust Agreement which are for the benefit of the Trustee shall extend to and apply to each co-trustee or separate trustee appointed pursuant to the foregoing provisions of this Section 9.02, including without limitation Article VIII hereof.

SECTION 9.03. Notice.

At all times that a successor Trustee is appointed pursuant to Section 9.01 above, the Trustee resigns pursuant to Section 9.01 or a co-trustee or separate trustee is appointed pursuant to Section 9.02 above, the Owner Participant shall give notice of such fact within thirty (30) days of its occurrence to (x) the Lessee, (y) the User and (z) the Lender (if the Lien of the Loan Agreement has not yet been discharged in accordance with the terms thereof). Upon the happening of any of the events described in this Section 9.03, the successor Trustee shall cause an amendment to the Certificate of Trust to be filed with the Secretary of State of the State of ~~Connecticut~~Delaware, in accordance with the provisions of ~~[Section 5043810]~~ of the ~~Connecticut~~Delaware Statutory Trust Act indicating the change in the Trustee's identity.

ARTICLE X
AMENDMENTS

SECTION 10.01. Amendments.

~~At~~Subject to Section 20(a) of the Participation Agreement, at the written request of the Owner Participant, this Trust Agreement shall be amended by a written instrument signed by the Trust Company and the Owner Participant; *provided*, that, if, in the opinion of the Trust Company, any instrument required to be so executed adversely affects any right, duty or liability of, or immunity or indemnity in favor of, it or the Trustee under this Trust Agreement or any of the other Operative Documents to which it or the Trustee is a party, or would cause or result in any conflict with or breach of any terms, conditions or provisions of, or default under, its articles of association or by-laws or any document contemplated hereby to which it or the Trustee is a party, the Trust Company may in its sole discretion decline to execute such instrument unless it shall have been provided an indemnity satisfactory to it by the Owner Participant.

SECTION 10.02. Intentionally Omitted.

SECTION 10.03. Discretion as to Execution of Documents.

Prior to executing any document required to be executed by it pursuant to the terms of Section 10.01 hereof, the Trustee and the Trust Company shall be entitled to receive a certificate from the Owner Participant to the effect that the execution of such document is authorized hereunder, and the Trustee and the Trust Company shall be entitled to rely exclusively on such certificate. If in the opinion of the Trustee any such document adversely affects any right, duty, immunity or indemnity in favor of the Trustee hereunder or under any other Operative Document to which the Trustee is a party, the Trustee may in its discretion decline to execute such document.

SECTION 10.04. Absence of Requirements as to Form.

It shall not be necessary for any written request furnished pursuant to Section 10.01 hereof to specify the particular form of the proposed documents to be executed pursuant to such Section 10.01, but it shall be sufficient if such request shall indicate the substance thereof.

SECTION 10.05. Distribution of Documents.

Promptly after the execution by the Trustee of any document entered into pursuant to Section 10.01 hereof, the Trustee shall mail, by certified mail, postage prepaid, conformed copies thereof to the Lessee, ~~the Strip Surety Provider~~ and the Lender, but the failure of the Trustee to mail such conformed copies shall not impair or affect the validity of such document.

ARTICLE XI

TRANSFER OF INTEREST OF THE OWNER PARTICIPANT

The Owner Participant may assign, convey or otherwise transfer all or any of its right, title and interest in and to the Trust Estate in accordance with the terms and provisions of Section 14(a) of the Participation Agreement; *provided, however, that*, if at any time there shall be more than one Owner Participant, no Owner Participant may assign, convey or transfer any of its beneficial interest in the Trust without the prior written consent of each other Owner Participant (which consent may be withheld at such Owner Participant's sole discretion) and without sixty (60) days' prior written notice to the Trustee.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Agency Relationship for Tax Purposes Only.

The Owner Participant and the Trustee acknowledge and agree that the purpose of the trust created hereunder is to vest legal title to the Trust Estate in the Trustee and, that, subject to the provisions of this Trust Agreement and the other Operative Documents, the Trustee shall act only at the direction of the Owner Participant.

SECTION 12.02. No Legal Title to Trust Estate in the Owner Participant.

The Owner Participant shall not have legal title to any part of the Trust Estate; *provided, however*, that the Owner Participant has a beneficial interest in the Trust Estate. No transfer, by operation of law or otherwise, of any right, title or interest of the Owner Participant in and to the Trust Estate or hereunder shall operate to terminate this Trust Agreement or the trust or the trusts hereunder or entitle any successor or transferee to an accounting or to the transfer to it of legal title to any part of the Trust Estate.

SECTION 12.03. Sale of Collateral by the Trustee is Binding.

Any sale, transfer, or other conveyance of the Collateral or any part thereof, or any assignment of rights under the Lease by the Trust made pursuant to the terms of this Trust Agreement or any other Operative Document, shall bind the Owner Participant and shall be effective to sell, transfer and convey all right, title and interest of the Trust and the Owner Participant in and to the Collateral or any part thereof or such rights under the Lease, as the case may be. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Trustee.

SECTION 12.04. Limitations on Rights of Others.

Nothing in this Trust Agreement, whether express or implied, shall be construed to give to any Person, other than the Trust Company, the Trustee, the ~~Strip Surety Provider, the~~ Owner Participant and the Lender, any legal or equitable right, remedy or claim under or in respect of

this Trust Agreement, any covenants, conditions or provisions contained herein or in the Trust Estate. Nothing contained herein shall change, limit or amend any obligations, liabilities or duties that the Trustee or the Owner Participant may have under any Operative Document or otherwise vis-a-vis any other Person or impose any obligation, liability or duty on any other Person.

SECTION 12.05. Notices.

Unless otherwise expressly specified or permitted by the terms hereof, all notices hereunder shall be given as provided in Section 22(a) of the Participation Agreement.

SECTION 12.06. Severability.

Any provision of this Trust Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 12.07. Limitation on the Owner Participant's Liability.

The Owner Participant shall not have any liability for the performance of this Trust Agreement except as expressly set forth herein.

SECTION 12.08. Separate Counterparts.

This Trust Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. Successors and Assigns.

All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Trust Company, the Trustee and the Owner Participant and their respective successors and assigns, all as herein provided. Any request, notice, direction, consent, waiver or other instrument or action by the Owner Participant shall bind the successors and assigns of the Owner Participant. It is the intention of the parties hereto that the Trust constitute a statutory trust formed pursuant to the laws of the State of ~~Connecticut~~Delaware with the purpose of facilitating the transactions contemplated by the Operative Documents.

SECTION 12.10. Headings.

The headings of the various articles and sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 12.11. GOVERNING LAW.

THIS ~~TRUST~~ AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ~~CONNECTICUT UNDER THE CONNECTICUT STATUTORY TRUST ACT, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE WITHOUT REFERENCE TO ANY CHOICE OF LAW OR CONFLICTS OF LAWS RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION~~ DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

SECTION 12.12. Administration of Trust.

The principal place of administration of the trust created by this Trust Agreement shall be in the State of ~~California~~ Delaware.

SECTION 12.13. Performance by the Owner Participant.

Any obligation of the Trustee hereunder or under any Operative Document or other document contemplated herein may be performed by the Owner Participant and any such performance shall not be construed as a revocation of the trust created hereby.

SECTION 12.14. No Implied Waiver.

No term or provision of this Trust Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing entered into as provided in Section 10.01 hereof; and any such waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed by their respective officers hereunto duly authorized, as of the date first above written.

OWNER PARTICIPANT:

~~KBC BANK N.V.~~
THE FIFTH THIRD LEASING
COMPANY

By: _____
Name:
Title:

TRUSTEE:

~~[U.S. BANK NATIONAL ASSOCIATION]~~
WILMINGTON TRUST COMPANY

By: _____
Name:
Title: