

6096

RECORDATION NO. _____ Filed & Recorded

APR 7 - 1971 - 3 35 PM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN / *Q* COUNTERPARTS OF
WHICH THIS IS COUNTERPART No. *9*

SOUTHERN RAILWAY
EQUIPMENT TRUST NO. 3 OF 1971

Equipment Trust Agreement

DATED AS OF MAY 1, 1971

BETWEEN

FIRST NATIONAL CITY BANK,
TRUSTEE

AND

SOUTHERN RAILWAY COMPANY

TABLE OF CONTENTS*

	PAGE
PARTIES	1
RECITALS AND FORMS.....	1
Construction and Transfer of Railroad Equipment to Trustee.....	1
Lease of Railroad Equipment to Company.....	1
Creation of Equipment Trust No. 3 of 1971.....	1
Form of Fully Registered Trust Certificate.....	2
Form of Guaranty for Fully Registered Trust Certificate.....	5
Form of Trust Certificate with Dividend Warrants.....	6
Form of Dividend Warrant for Trust Certificate with Dividend Warrants	10
Form of Guaranty for Trust Certificate with Dividend Warrants.....	10
Purpose of Agreement.....	11
CONSIDERATION FOR AGREEMENT.....	11

ARTICLE ONE

DEFINITIONS

SECTION 1.1. Definitions	11
Affiliate	12
Casualty Occurrences	12
Company	12
Cost	12
Deposited Cash	12
Dividend Warrants	13
Equipment	13
Estimated Cost	13
Event of Default.....	13
Fair Value	13

* This Table of Contents has been inserted for purposes of convenience and ready reference. It does not constitute a part of the Agreement.

	PAGE
holder	13
Investment Securities	14
Officer's Certificate	14
Opinion of Counsel.....	14
Penalty Interest Rate	14
Principal Office	14
Replacement Funds	14
Request	14
Trust Certificates	15
Trust Equipment	15
Trustee	15
hereby, herein, hereof, hereto, hereunder.....	15

ARTICLE TWO

TRUST CERTIFICATES AND ISSUANCE THEREOF

SECTION 2.1. Issuance of Trust Certificates.....	15
SECTION 2.2. Interests Represented by Trust Certificates; Dividends....	16
Denominations	16
Dating; Maturities	16
SECTION 2.3. Forms of Trust Certificates, Warrants and Guaranty.....	17
SECTION 2.4. Execution by Trustee.....	17
SECTION 2.5. Transfer of Trust Certificates.....	18
Owners Thereof	18
Exchange of Trust Certificates.....	18
SECTION 2.6. Replacement of Mutilated or Lost Trust Certificates.....	20
SECTION 2.7. Temporary Trust Certificates.....	22

ARTICLE THREE

ACQUISITION OF TRUST EQUIPMENT BY TRUSTEE;
DEPOSITED CASH

	PAGE
SECTION 3.1. Acquisition of Trust Equipment by Trustee.....	22
SECTION 3.2. Payments out of Deposited Cash.....	23
SECTION 3.3. Payments of and from Advance Rental.....	24
SECTION 3.4. Supporting Documents	24
Ratio of Cost of Trust Equipment to Trust Certificates....	25
SECTION 3.5. Application of Remaining Deposited Cash.....	26

ARTICLE FOUR

LEASE OF TRUST EQUIPMENT TO THE COMPANY

SECTION 4.1. Lease of Trust Equipment.....	26
SECTION 4.2. Equipment Subjected Hereto by Delivery and Marking....	26
SECTION 4.3. Substituted Equipment Subject Hereto; Additions to Trust Equipment	27
SECTION 4.4. Rental Payments	27
Limitation on Tax Liability.....	29
SECTION 4.5. Termination of Lease.....	30
SECTION 4.6. Marking of Trust Equipment.....	30
Permissible Markings	31
SECTION 4.7. Maintenance of Trust Equipment; Casualty Occurrences..	32
SECTION 4.8. Possession of Trust Equipment.....	33
Assignments	33
SECTION 4.9. Release and Replacement of Trust Equipment.....	35
Replacement Funds	35
SECTION 4.10. Company's Indemnities	36

ARTICLE FIVE

REMEDIES IN EVENT OF DEFAULT

	PAGE
SECTION 5.1. Events of Default Defined.....	37
Acceleration of Certain Rentals and Principal of Trust Certificates	37
Right of Trustee to Institute Judicial Proceedings.....	38
SECTION 5.2. Remedies	39
SECTION 5.3. Application of Proceeds.....	40
SECTION 5.4. Waiver of Default.....	42
SECTION 5.5. Obligations of Company Not Affected by Remedies.....	43
SECTION 5.6. Company to Deliver Trust Equipment to Trustee.....	43
SECTION 5.7. Limitations on Actions by Holders of Trust Certificates or Dividend Warrants	44
SECTION 5.8. Remedies Cumulative	44

ARTICLE SIX

ADDITIONAL COVENANTS AND AGREEMENTS BY THE COMPANY

SECTION 6.1. Company to Make Payments Provided for.....	45
SECTION 6.2. Guaranty to Holders of Trust Certificates.....	45
SECTION 6.3. Discharge of Liens.....	46
SECTION 6.4. Payment of Expenses; Recording	46
SECTION 6.5. Further Assurances	47

ARTICLE SEVEN

THE TRUSTEE

SECTION 7.1. Acceptance of Trusts.....	47
SECTION 7.2. Application of Rentals.....	48
SECTION 7.3. Duties Concerning Registration, Exchange and Transfer of Trust Certificates	48

	PAGE
SECTION 7.4. Insuring or Possession of Trust Equipment Upon Indemnification; Recording; Reliance on Documents.....	48
SECTION 7.5. No Obligation to Enforce Trust Unless Requested and Indemnified; Enforcement by Trustee.....	49
SECTION 7.6. Assumption of No Default; May Rely on Notices and Other Documents	50
SECTION 7.7. Money Held by Trustee; Investments in Investment Securities	50
SECTION 7.8. No Liability for Trust Equipment; May Act through Others; No Responsibility for Recitals, etc.; Compensation; Owning Trust Certificates; Moneys Unclaimed for Six Years; Moneys Held in Trust.....	52
SECTION 7.9. Resignation by Trustee; Appointment of Successor Trustee	54
SECTION 7.10. Merger, Consolidation or Conversion of Trustee.....	55

ARTICLE EIGHT

MISCELLANEOUS

SECTION 8.1. Execution of Instruments by Holders of Trust Certificates; Proof Thereof and of Holding Trust Certificates.....	56
SECTION 8.2. Rights Limited to Parties and Holders of Trust Certificates	57
SECTION 8.3. Binding Upon Successors and Assigns.....	57
SECTION 8.4. Notices	58
SECTION 8.5. Counterparts	58
SECTION 8.6. Date Executed	58
SECTION 8.7. Effect of Headings.....	58
SECTION 8.8. New York Law to Govern.....	58
TESTIMONIUM	59
SIGNATURES AND SEALS.....	59
ACKNOWLEDGMENTS	60
SCHEDULE A. DESCRIPTION OF TRUST EQUIPMENT.....	61

This **EQUIPMENT TRUST AGREEMENT**, dated as of May 1, 1971, between **FIRST NATIONAL CITY BANK**, a national banking association duly incorporated and existing under the laws of the United States of America with its head office in the City of New York, New York, as Trustee (hereinafter called the Trustee), and **SOUTHERN RAILWAY COMPANY**, a Virginia corporation (hereinafter called the Company);

WITNESSETH:

WHEREAS, the Company has contracted or will contract for the construction and transfer to the Trustee of the railroad equipment described herein; and

WHEREAS, title to such railroad equipment is to be vested in and is to be retained by the Trustee, and such railroad equipment is to be leased to the Company hereunder until title is transferred under the provisions hereof; and

WHEREAS, Southern Railway Equipment Trust No. 3 of 1971 Equipment Trust Certificates (hereinafter called Trust Certificates) are to be issued and sold in an aggregate principal amount not exceeding \$10,800,000, and the net proceeds (as hereinafter defined) of such sale together with such other cash, if any, as may be required to be deposited by the Company as hereinafter provided is to constitute a fund equal to the aggregate principal amount of Trust Certificates so issued and sold, to be known as **SOUTHERN RAILWAY EQUIPMENT TRUST No. 3 of 1971**, to be applied by the Trustee from time to time in part payment of the Cost (as hereinafter defined) of the Trust Equipment, the remainder of the Cost thereof to be paid out of advance rentals to be paid by the Company as provided herein, said

net proceeds to be applied also in repayment of any excess of said advance rentals paid by the Company as provided herein over said remainder of the Cost; and

WHEREAS, the texts of the Trust Certificates, the dividend warrants to be attached to Trust Certificates with dividend warrants, and the guaranty to be endorsed on the Trust Certificates by the Company are to be substantially in the following forms:

[FORM OF FULLY REGISTERED TRUST CERTIFICATE]

\$..... No. R-

SOUTHERN RAILWAY EQUIPMENT TRUST

No. 3 of 1971

Equipment Trust Certificate

Total Authorized Issue \$10,800,000

FIRST NATIONAL CITY BANK,

Trustee

Dividends at the rate of % Per Annum Payable

May 1 and November 1

Principal hereof payable

FIRST NATIONAL CITY BANK, as Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement dated as of May 1, 1971 (hereinafter called the Agreement), between the Trustee and SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called the Company),

hereby certifies that

or registered assigns, is entitled to an interest in the principal amount of _____ Dollars in SOUTHERN RAILWAY EQUIPMENT TRUST No. 3 of 1971, payable on _____, upon presentation and surrender of this Certificate to the Trustee at its corporate trust office in the Borough of Manhattan, City and State of New York, and to payment, until said last mentioned date, of dividends on said principal amount at the rate of _____ % per annum from the date hereof, semi-annually on May 1 and November 1 in each year, by check mailed by the Trustee to the order of or as directed by the registered holder or registered assigns, with interest at _____ % on any unpaid principal and on any unpaid dividends to the extent that it shall be legally enforceable, all in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, but payable only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions of the Agreement.

This Certificate is one of an authorized issue of Equipment Trust Certificates (hereinafter called the Certificates) in an aggregate principal amount not exceeding \$10,800,000, all of which are substantially similar except as to serial number and date of maturity, all issued under and subject to the terms of the Agreement, under which certain railroad equipment leased to the Company (or cash or obligations defined in the Agreement as "Investment Securities" in lieu thereof, as provided in the Agreement) is held by the Trustee in trust for the equal and ratable benefit of the bearers and registered holders of the Certificates, to which Agreement (a copy of which is on file with the Trustee at

its said office in the Borough of Manhattan, City and State of New York) reference is made for a full statement of the rights and obligations of the Company, the duties and immunities of the Trustee and the rights of the registered holder hereof thereunder, and to all of which the registered holder hereof, by accepting this Certificate, assents.

The Certificates are issuable as Certificates with dividend warrants attached, registrable as to principal, in the denomination of \$1,000, and as fully registered Certificates in denominations of \$1,000 and any multiple of \$1,000. The Certificates with dividend warrants and the fully registered Certificates are interchangeable upon presentation thereof at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges, provided in the Agreement.

This Certificate is a fully registered Certificate transferable by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender hereof to the Trustee at its said office, accompanied by appropriate instrument of assignment and transfer, duly executed by the registered holder in person or by such attorney, in form satisfactory to the Trustee, and thereupon a new fully registered Certificate or Certificates in authorized denominations for the same aggregate principal amount and having the same date of maturity will be issued to the transferee in exchange herefor. Prior to due presentment for registration of transfer of this Certificate, the Trustee and the Company may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and dividends and for all other purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) the principal amount represented by this Certificate may be declared due and payable, as provided in the Agreement.

This Certificate shall not be deemed in any wise a promise to pay of the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by the facsimile signature of one of its Trust Officers, and its corporate seal, facsimile, to be hereunto affixed, and to be attested by one of its Assistant Cashiers.

Dated as of

FIRST NATIONAL CITY BANK,
Trustee,

By

ATTEST:

Trust Officer

.....

Assistant Cashier

[FORM OF GUARANTY FOR FULLY REGISTERED TRUST CERTIFICATE]

SOUTHERN RAILWAY COMPANY, for a valuable consideration, hereby unconditionally guarantees to the registered holder of the within Certificate, the prompt payment of the principal of said Certificate, and of the dividends thereon specified in said Certificate, with interest at % on any unpaid principal and on any unpaid dividends to the extent that it shall be legally enforceable, all in accord-

ance with the terms of said Certificate and the Equipment Trust Agreement referred to therein.

SOUTHERN RAILWAY COMPANY,

By
Executive Vice President

[FORM OF TRUST CERTIFICATE WITH DIVIDEND WARRANTS]

\$1,000

No. M-

SOUTHERN RAILWAY EQUIPMENT TRUST
No. 3 of 1971

Equipment Trust Certificate

Total Authorized Issue \$10,800,000

FIRST NATIONAL CITY BANK,
Trustee

Dividends at the Rate of % Per Annum Payable
May 1 and November 1

Principal hereof payable

FIRST NATIONAL CITY BANK, as Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement dated as of May 1, 1971 (hereinafter called the Agreement), between the Trustee and SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called the Company),

hereby certifies that the bearer, or, if this Certificate is registered as to principal, the registered holder hereof, is entitled to an interest in the principal amount of One Thousand Dollars (\$1,000) in SOUTHERN RAILWAY EQUIPMENT TRUST No. 3 of 1971, payable on _____, upon presentation and surrender of this Certificate to the Trustee at its corporate trust office in the Borough of Manhattan, City and State of New York, and to payment, until said last mentioned date, of dividends on said principal amount at the rate of _____ % per annum from May 1, 1971, semi-annually on May 1 and November 1 in each year, according to the tenor of the dividend warrants hereto annexed, upon presentation and, surrender of such warrants, as they severally mature, to the Trustee at its said office, with interest at _____ % on any unpaid principal and on any unpaid dividends to the extent that it shall be legally enforceable, all in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, but payable only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions of the Agreement.

This Certificate is one of an authorized issue of Equipment Trust Certificates (hereinafter called the Certificates) in an aggregate principal amount not exceeding \$10,800,000, all of which are substantially similar except as to serial number and date of maturity, all issued under and subject to the terms of the Agreement, under which certain railroad equipment leased to the Company (or cash or obligations defined in the Agreement as "Investment Securities" in lieu thereof, as provided in the Agreement) is held by the Trustee in trust for the equal and ratable benefit of the bearers and registered holders of the Certificates, to which

Agreement (a copy of which is on file with the Trustee at its said office in the Borough of Manhattan, City and State of New York) reference is made for a full statement of the rights and obligations of the Company, the duties and immunities of the Trustee and the rights of the holder hereof thereunder, and to all of which the bearer or registered holder hereof, by accepting this Certificate, assents.

The Certificates are issuable as Certificates with dividend warrants attached, registrable as to principal, in the denomination of \$1,000, and as fully registered Certificates in denominations of \$1,000 and any multiple of \$1,000. The Certificates with dividend warrants and the fully registered Certificates are interchangeable upon presentation thereof at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges, provided in the Agreement.

This Certificate is a Certificate with dividend warrants attached, transferable by delivery unless registered as to principal at the said office of the Trustee in the Borough of Manhattan, City and State of New York, in the name of the holder hereof, such registration being noted hereon by or on behalf of the Trustee. After such registration, title to the interest represented by this Certificate shall pass only by transfer registered at said office by the registered holder hereof in person or by duly authorized attorney and similarly noted hereon unless and until a transfer to bearer shall have been similarly registered and noted hereon. Such registration shall apply only to the principal of this Certificate and not to the dividend warrants hereunto attached, which shall continue to be payable to bearer and transferable by delivery.

The Trustee and the Company may treat the bearer of this Certificate, or, prior to due presentment for registra-

tion of transfer, the registered holder hereof if this Certificate be registered as to principal as above provided, and the bearer of any dividend warrant attached hereto, whether or not this Certificate be so registered, as the absolute owner of this Certificate or of said warrant, as the case may be, for all purposes, and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) the principal amount represented by this Certificate may be declared due and payable, as provided in the Agreement.

Neither this Certificate nor the dividend warrants attached shall be deemed in any wise a promise to pay of the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by the facsimile signature of one of its Trust Officers and its corporate seal, in facsimile, to be hereunto affixed, and to be attested by one of its Assistant Cashiers and has caused dividend warrants bearing the facsimile signature of its Trust Officers to be attached hereto, as of the 1st day of May, 1971.

FIRST NATIONAL CITY BANK,
Trustee,

By
Trust Officer

ATTEST:

.....
Assistant Cashier

no transfer thereof shall be valid unless made at said office by the registered holder thereof in person, or by duly authorized attorney, and similarly noted thereon; but the same may be discharged from registration and transferred to bearer as before. No registration, however, shall affect the dividend warrants, but every such dividend warrant shall continue to be transferable with the same effect as in the case of a negotiable instrument payable to bearer, by delivery thereof by any person in possession of the same, howsoever such possession may have been acquired.

Anything to the contrary herein notwithstanding, the parties hereto may deem and treat the bearer of any Trust Certificate with dividend warrants, not registered as to principal, and the bearer of any dividend warrant, whether or not such Trust Certificate shall be registered as to principal, as the absolute owner of such Trust Certificate or dividend warrant, as the case may be, for the purpose of receiving payment thereof and for all other purposes, and shall not be affected by any notice to the contrary. Prior to due presentment for registration of transfer of any fully registered Trust Certificate or of any Trust Certificate with dividend warrants, registered as to principal, the parties hereto may deem and treat the registered holder of any fully registered Trust Certificate or of any Trust Certificate with dividend warrants, registered as to principal, as the case may be, as the absolute owner of such Trust Certificate for all purposes except, in the case of Trust Certificates with dividend warrants, registered as to principal, payment of dividends, and shall not be affected by any notice to the contrary.

Trust Certificates in fully registered form and Trust Certificates with dividend warrants, whether or not registered as to principal, shall be interchangeable for a

like aggregate principal amount of Trust Certificates, in authorized denominations and in any combination of such forms, and of the same maturity. The Trust Certificates to be exchanged shall be surrendered at the Principal Office of the Trustee. All Trust Certificates with dividend warrants surrendered for exchange and delivered in exchange shall have attached all unmatured dividend warrants appertaining thereto, and in case, at the time of any such exchange, dividends on the Trust Certificates are in default, they shall in addition have attached all matured dividend warrants in default appertaining thereto.

For any registration, transfer, exchange or discharge from registration the Trustee may, and at the Request of the Company shall, require the payment of a sum sufficient to cover reimbursement for any stamp tax or other governmental charge connected therewith, and in addition, in the case of any exchange of Trust Certificates as hereinabove provided, except in respect of the initial exchange of any originally issued fully registered Trust Certificate for Trust Certificates with dividend warrants, such sum, not exceeding \$2.50 for each Trust Certificate issued on such exchange, as the Company may specify in a Request.

Each Trust Certificate delivered, pursuant to any provision of this Agreement, in exchange or substitution for, or upon the transfer of, the whole or any part of one or more other Trust Certificates shall carry all the rights to dividends accrued and unpaid, and to accrue, which were carried by the whole or such part of such one or more other Trust Certificates, and, notwithstanding anything contained in this Agreement, such Trust Certificate shall be so dated, or have attached thereto such dividend warrants, that neither gain nor loss in dividends shall result from such exchange, substitution or transfer.

The Trustee shall not be required to issue, register, transfer or exchange Trust Certificates for a period of ten days next preceding any dividend payment date.

SECTION 2.6. *Replacement of Mutilated or Lost Trust Certificates.* In case any Trust Certificate, or the dividend warrants, if any, thereto appertaining, shall become mutilated or defaced or be lost, stolen or destroyed, then on the terms herein set forth, and not otherwise, the Trustee, upon the Request of the Company, shall execute and deliver a new fully registered Trust Certificate or a Trust Certificate with dividend warrants, as the case may be, with, if a Trust Certificate with dividend warrants, all unmatured dividend warrants (and any matured dividend warrants representing any period for which dividends are in default on outstanding Trust Certificates) appertaining thereto, of like maturity, tenor and date, and bearing a different serial number from the one mutilated, defaced, lost, stolen or destroyed, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate and dividend warrants, if any, or in lieu of and in substitution for the same if lost, stolen or destroyed and shall make payment of any matured and unpaid dividend warrants appertaining to the same. The Company shall execute its guaranty on any Trust Certificates so delivered. The applicant for a new Trust Certificate shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, theft or destruction of such Trust Certificate and dividend warrants, if any, alleged to have been lost, stolen or destroyed, and of the ownership and authenticity of such mutilated, defaced, lost, stolen or destroyed Trust Certificate and dividend warrants, if any, and also such security and indemnity as may be required by the Trustee and

Occurrence. Cash deposited with the Trustee pursuant to this Section 4.7 shall be held and applied as provided in Section 4.9 hereof.

The Company covenants and agrees to furnish to the Trustee, whenever required by the Trustee, and on or before September 30 in every calendar year commencing with the year 1972, and during the continuance of the lease provided for herein, an Officer's Certificate stating, as of the preceding June 30, (1) the amount, description and numbers of all the Trust Equipment that may have suffered a Casualty Occurrence since the date of the last preceding statement (or the date of this Agreement in the case of the first statement), (2) the amount, description and numbers of all the Trust Equipment then undergoing repairs, other than running repairs, or then withdrawn from use for such repairs, and stating that, in the case of all the Trust Equipment repainted or repaired since the date of the last preceding statement (or the date of this Agreement in the case of the first statement), the plates or marks required by Section 4.6 hereof have been preserved, or that the same when repainted or repaired has been again plated or marked as required thereby and (3) such other information as to the condition and state of repair of the Trust Equipment as the Trustee may reasonably request. The Trustee, by its agents, shall have the right once in each calendar year, but shall be under no duty, to inspect, at the Company's expense, the Trust Equipment, and the Company covenants in that event to furnish to the Trustee all reasonable facilities for the making of such inspection.

SECTION 4.8. *Possession of Trust Equipment; Assignments.* The Company, so long as an Event of Default shall not have occurred and be continuing, shall be entitled to the

not affect the construction hereof.

SECTION 8.8. *New York Law to Govern.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York; *provided, however,* that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST NATIONAL CITY BANK,
Trustee,

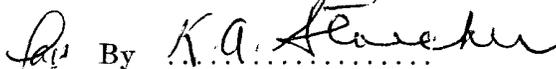
By  Trust Officer

[SEAL]

ATTEST:


Assistant Trust Officer

SOUTHERN RAILWAY COMPANY,

By  Vice President

[SEAL]

ATTEST:


Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 6th day of April, 1971, before me personally appeared H. J. ENNIS, to me personally known, who, being by me duly sworn, says he is a Trust Officer of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Enzo L. Carrocci
..... ENZO L. CARROCCI
Notary Public State of New York
No. 43-5805535
Qualified in Richmond County
Certificate filed in New York County
Certificate filed in Kings County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1972

DISTRICT OF COLUMBIA:

On this 7th day of April, 1971, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Lawrence A. Huff
.....
LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1972

Documents. The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by the Company or by one or more of the holders of the Trust Certificates against all liability and expenses. The Trustee shall not be responsible for the filing or recording or refiling or rerecording of this Agreement or of any supplement hereto or of any other instrument or document which may be required to perfect the security interest of the Trustee in the contracts assigned to it pursuant to Section 3.1 hereof. The Trustee may issue and deliver Trust Certificates in advance of such filing or recording. In accepting delivery of and making payment for the Trust Equipment hereunder, or in accepting any cash payable hereunder in respect of Trust Equipment, the Trustee may rely upon and shall be fully protected by the certificates, bills of sale and Opinions of Counsel to be furnished to it under Sections 3.4, 4.7 or 4.9 hereof, as the case may be, and shall not be required to make any further investigation of or inquiry concerning the matters covered thereby.

SECTION 7.5. *No Obligation to Enforce Trust unless Requested and Indemnified; Enforcement by Trustee.* The Trustee shall be under no obligation to take any action for the execution or enforcement of the trust hereby created unless requested thereunto in writing by the holders of not less than 25% in principal amount of the then outstanding Trust Certificates and unless indemnified to its satisfaction against expenses and liability with respect thereto, and unless also furnished with proof satisfactory to it as to the ownership of the Trust Certificates in respect of which any such request may be made; but

this provision, in the absence of such request, shall not affect any discretion herein given to the Trustee to determine whether it shall take action in respect of any default hereunder or what action it shall take.

All rights of action and to assert claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof on any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates. In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties to such proceedings.

SECTION 7.6. *Assumption of No Default; May Rely on Notices and Other Documents.* The Trustee may for all purposes conclusively assume that the Company is not in default under the terms hereof until notified in writing to the contrary by the holders of at least 10% in principal amount of the then outstanding Trust Certificates, which notice shall distinctly specify the Event of Default desired to be brought to the attention of the Trustee. As to any fact or matter, the manner of determining which is not specifically prescribed herein, the Trustee may for all purposes rely upon an Officer's Certificate as to such fact or matter. The Trustee shall not incur any liability to anyone in relying conclusively on, and in acting upon, any

Request, notice, consent, opinion, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic and to be signed by the proper party or parties.

SECTION 7.7. *Money Held by Trustee; Investments in Investment Securities.* Any money at any time paid to or held by the Trustee hereunder until paid out by the Trustee as herein provided may be carried by the Trustee on deposit with itself, without liability for interest thereon except as may be agreed upon between the Trustee and the Company.

Interest, if any, allowed by the Trustee upon any moneys received by it under the provisions hereof and any interest (in excess of accrued interest paid from Deposited Cash or Replacement Funds at the time of purchase) or other profit accruing upon any investment of Deposited Cash or Replacement Funds as permitted by this Section 7.7 shall belong to the Company and be paid to it by the Trustee, as long as the Company shall not be known to the Trustee to be in default hereunder.

At any time, and from time to time, if at the time there shall be no default under the terms of this Agreement or of any supplement hereto, the Trustee, on Request, shall invest and reinvest Deposited Cash and Replacement Funds held by it in Investment Securities (the cost thereof to include any premium and accrued interest thereon) to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates and dividend warrants.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Trust Equipment, sell such Investment Securities, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of

no transfer thereof shall be valid unless made at said office by the registered holder thereof in person, or by duly authorized attorney, and similarly noted thereon; but the same may be discharged from registration and transferred to bearer as before. No registration, however, shall affect the dividend warrants, but every such dividend warrant shall continue to be transferable with the same effect as in the case of a negotiable instrument payable to bearer, by delivery thereof by any person in possession of the same, howsoever such possession may have been acquired.

Anything to the contrary herein notwithstanding, the parties hereto may deem and treat the bearer of any Trust Certificate with dividend warrants, not registered as to principal, and the bearer of any dividend warrant, whether or not such Trust Certificate shall be registered as to principal, as the absolute owner of such Trust Certificate or dividend warrant, as the case may be, for the purpose of receiving payment thereof and for all other purposes, and shall not be affected by any notice to the contrary. Prior to due presentment for registration of transfer of any fully registered Trust Certificate or of any Trust Certificate with dividend warrants, registered as to principal, the parties hereto may deem and treat the registered holder of any fully registered Trust Certificate or of any Trust Certificate with dividend warrants, registered as to principal, as the case may be, as the absolute owner of such Trust Certificate for all purposes except, in the case of Trust Certificates with dividend warrants, registered as to principal, payment of dividends, and shall not be affected by any notice to the contrary.

Trust Certificates in fully registered form and Trust Certificates with dividend warrants, whether or not registered as to principal, shall be interchangeable for a

like aggregate principal amount of Trust Certificates, in authorized denominations and in any combination of such forms, and of the same maturity. The Trust Certificates to be exchanged shall be surrendered at the Principal Office of the Trustee. All Trust Certificates with dividend warrants surrendered for exchange and delivered in exchange shall have attached all unmatured dividend warrants appertaining thereto, and in case, at the time of any such exchange, dividends on the Trust Certificates are in default, they shall in addition have attached all matured dividend warrants in default appertaining thereto.

For any registration, transfer, exchange or discharge from registration the Trustee may, and at the Request of the Company shall, require the payment of a sum sufficient to cover reimbursement for any stamp tax or other governmental charge connected therewith, and in addition, in the case of any exchange of Trust Certificates as hereinabove provided, except in respect of the initial exchange of any originally issued fully registered Trust Certificate for Trust Certificates with dividend warrants, such sum, not exceeding \$2.50 for each Trust Certificate issued on such exchange, as the Company may specify in a Request.

Each Trust Certificate delivered, pursuant to any provision of this Agreement, in exchange or substitution for, or upon the transfer of, the whole or any part of one or more other Trust Certificates shall carry all the rights to dividends accrued and unpaid, and to accrue, which were carried by the whole or such part of such one or more other Trust Certificates, and, notwithstanding anything contained in this Agreement, such Trust Certificate shall be so dated, or have attached thereto such dividend warrants, that neither gain nor loss in dividends shall result from such exchange, substitution or transfer.

The Trustee shall not be required to issue, register, transfer or exchange Trust Certificates for a period of ten days next preceding any dividend payment date.

SECTION 2.6. *Replacement of Mutilated or Lost Trust Certificates.* In case any Trust Certificate, or the dividend warrants, if any, thereto appertaining, shall become mutilated or defaced or be lost, stolen or destroyed, then on the terms herein set forth, and not otherwise, the Trustee, upon the Request of the Company, shall execute and deliver a new fully registered Trust Certificate or a Trust Certificate with dividend warrants, as the case may be, with, if a Trust Certificate with dividend warrants, all unmatured dividend warrants (and any matured dividend warrants representing any period for which dividends are in default on outstanding Trust Certificates) appertaining thereto, of like maturity, tenor and date, and bearing a different serial number from the one mutilated, defaced, lost, stolen or destroyed, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate and dividend warrants, if any, or in lieu of and in substitution for the same if lost, stolen or destroyed and shall make payment of any matured and unpaid dividend warrants appertaining to the same. The Company shall execute its guaranty on any Trust Certificates so delivered. The applicant for a new Trust Certificate shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, theft or destruction of such Trust Certificate and dividend warrants, if any, alleged to have been lost, stolen or destroyed, and of the ownership and authenticity of such mutilated, defaced, lost, stolen or destroyed Trust Certificate and dividend warrants, if any, and also such security and indemnity as may be required by the Trustee and

Occurrence. Cash deposited with the Trustee pursuant to this Section 4.7 shall be held and applied as provided in Section 4.9 hereof.

The Company covenants and agrees to furnish to the Trustee, whenever required by the Trustee, and on or before September 30 in every calendar year commencing with the year 1972, and during the continuance of the lease provided for herein, an Officer's Certificate stating, as of the preceding June 30, (1) the amount, description and numbers of all the Trust Equipment that may have suffered a Casualty Occurrence since the date of the last preceding statement (or the date of this Agreement in the case of the first statement), (2) the amount, description and numbers of all the Trust Equipment then undergoing repairs, other than running repairs, or then withdrawn from use for such repairs, and stating that, in the case of all the Trust Equipment repainted or repaired since the date of the last preceding statement (or the date of this Agreement in the case of the first statement), the plates or marks required by Section 4.6 hereof have been preserved, or that the same when repainted or repaired has been again plated or marked as required thereby and (3) such other information as to the condition and state of repair of the Trust Equipment as the Trustee may reasonably request. The Trustee, by its agents, shall have the right once in each calendar year, but shall be under no duty, to inspect, at the Company's expense, the Trust Equipment, and the Company covenants in that event to furnish to the Trustee all reasonable facilities for the making of such inspection.

SECTION 4.8. Possession of Trust Equipment; Assignments. The Company, so long as an Event of Default shall not have occurred and be continuing, shall be entitled to the

not affect the construction hereof.

SECTION 8.8. *New York Law to Govern.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York; *provided, however,* that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

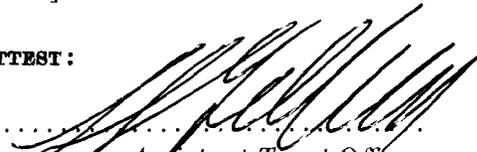
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST NATIONAL CITY BANK,
Trustee,

By  Trust Officer

[SEAL]

ATTEST:


Assistant Trust Officer

SOUTHERN RAILWAY COMPANY,

By  Vice President

[SEAL]

ATTEST:


Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 6th day of April, 1971, before me personally appeared H. J. ENNIS, to me personally known, who, being by me duly sworn, says he is a Trust Officer of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Enzo L. Carrocci
..... ENZO L. CARROCCI
Notary Public State of New York
No. 43-5805535
Qualified in Richmond County
Certificate filed in New York County
Certificate filed in Kings County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1972

DISTRICT OF COLUMBIA:

On this 7th day of April, 1971, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Lawrence A. Huff
.....
LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1972

Documents. The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by the Company or by one or more of the holders of the Trust Certificates against all liability and expenses. The Trustee shall not be responsible for the filing or recording or refiling or rerecording of this Agreement or of any supplement hereto or of any other instrument or document which may be required to perfect the security interest of the Trustee in the contracts assigned to it pursuant to Section 3.1 hereof. The Trustee may issue and deliver Trust Certificates in advance of such filing or recording. In accepting delivery of and making payment for the Trust Equipment hereunder, or in accepting any cash payable hereunder in respect of Trust Equipment, the Trustee may rely upon and shall be fully protected by the certificates, bills of sale and Opinions of Counsel to be furnished to it under Sections 3.4, 4.7 or 4.9 hereof, as the case may be, and shall not be required to make any further investigation of or inquiry concerning the matters covered thereby.

SECTION 7.5. *No Obligation to Enforce Trust unless Requested and Indemnified; Enforcement by Trustee.* The Trustee shall be under no obligation to take any action for the execution or enforcement of the trust hereby created unless requested thereunto in writing by the holders of not less than 25% in principal amount of the then outstanding Trust Certificates and unless indemnified to its satisfaction against expenses and liability with respect thereto, and unless also furnished with proof satisfactory to it as to the ownership of the Trust Certificates in respect of which any such request may be made; but

this provision, in the absence of such request, shall not affect any discretion herein given to the Trustee to determine whether it shall take action in respect of any default hereunder or what action it shall take.

All rights of action and to assert claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof on any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates. In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties to such proceedings.

SECTION 7.6. *Assumption of No Default; May Rely on Notices and Other Documents.* The Trustee may for all purposes conclusively assume that the Company is not in default under the terms hereof until notified in writing to the contrary by the holders of at least 10% in principal amount of the then outstanding Trust Certificates, which notice shall distinctly specify the Event of Default desired to be brought to the attention of the Trustee. As to any fact or matter, the manner of determining which is not specifically prescribed herein, the Trustee may for all purposes rely upon an Officer's Certificate as to such fact or matter. The Trustee shall not incur any liability to anyone in relying conclusively on, and in acting upon, any

Request, notice, consent, opinion, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic and to be signed by the proper party or parties.

SECTION 7.7. *Money Held by Trustee; Investments in Investment Securities.* Any money at any time paid to or held by the Trustee hereunder until paid out by the Trustee as herein provided may be carried by the Trustee on deposit with itself, without liability for interest thereon except as may be agreed upon between the Trustee and the Company.

Interest, if any, allowed by the Trustee upon any moneys received by it under the provisions hereof and any interest (in excess of accrued interest paid from Deposited Cash or Replacement Funds at the time of purchase) or other profit accruing upon any investment of Deposited Cash or Replacement Funds as permitted by this Section 7.7 shall belong to the Company and be paid to it by the Trustee, as long as the Company shall not be known to the Trustee to be in default hereunder.

At any time, and from time to time, if at the time there shall be no default under the terms of this Agreement or of any supplement hereto, the Trustee, on Request, shall invest and reinvest Deposited Cash and Replacement Funds held by it in Investment Securities (the cost thereof to include any premium and accrued interest thereon) to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates and dividend warrants.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Trust Equipment, sell such Investment Securities, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of

any such sale up to the amount paid for such Investment Securities, including accrued interest and premium.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.4(B)(1) hereof, an amount equal to any expenses incurred in connection with any purchase or sale of Investment Securities and also an amount equal to any loss of principal incident to the sale or redemption of any Investment Securities for a sum less than the amount paid therefor, including accrued interest and premium. The Company, if not in default under the terms hereof or of any supplement hereto, shall be entitled to receive any profit which may be realized from any sale or redemption of Investment Securities.

SECTION 7.8. No Liability for Trust Equipment; May Act through Others; No Responsibility for Recitals, etc.; Compensation; Owning Trust Certificates; Moneys Unclaimed for Six Years; Moneys Held in Trust. The Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of any builder thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation in respect of the value thereof or in respect of the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorneys, agents and servants as it shall appoint, and shall be entitled to rely upon the advice of counsel (who may be counsel to the Company) and shall be answerable for only its own acts, negligence

and wilful defaults and not for the default or misconduct of any attorney, agent or servant appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement or of the Trust Certificates or dividend warrants (except for its own execution thereof), or for the guaranty by the Company, or for any mistake of fact or law.

The Trustee shall be entitled to receive payment of all of its expenses and disbursements hereunder, including reasonable counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by the Company.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates and dividend warrants with the same rights which it would have if it were not Trustee.

Upon Request, any moneys held by the Trustee which shall have been deposited or are held for the payment of the principal amount of or dividends on any Trust Certificates remaining unclaimed for six years after the date when the last annual instalment of principal payable on the Trust Certificates becomes due and payable, shall be repaid by the Trustee to the Company, and all liability of the Trustee with respect to such money shall thereupon cease and the holders of such Trust Certificates and dividend warrants shall thereafter be entitled to look only to the Company for payment thereof; *provided, however,* that the Trustee may, before making any such repayment and at the expense of the Company, cause notice that said moneys have not been claimed as aforesaid to be published once in a daily newspaper printed in the English language

and published in the Borough of Manhattan, The City of New York, and that after a date specified in such notice, which shall be not less than thirty days after the date of such publication, any unclaimed balance of such moneys then remaining on deposit with the Trustee will be repaid to the Company. In no event shall the holders of such Trust Certificates and dividend warrants be entitled to interest upon such moneys whether held by the Trustee or so repaid to the Company.

Any moneys at any time held by the Trustee hereunder shall, until paid out or invested by the Trustee as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates and dividend warrants.

SECTION 7.9. *Resignation by Trustee; Appointment of Successor Trustee.* If at any time the Trustee or any successor to it in the trust hereby created shall desire to divest itself of title to the Trust Equipment, and to terminate its duties and obligations and rights hereunder and under the Trust Certificates, it shall so notify the Company in writing, and the Company shall thereupon designate in writing to the Trustee a national bank, or a state bank or trust company, qualified as below specified, to serve until a successor is appointed by the holders of Trust Certificates as hereinafter provided, to which may be assigned the entire right, title and interest of the Trustee or such successor in the Trust Equipment, and in which may be vested the rights, powers, duties and obligations of the Trustee hereunder and under the Trust Certificates. Upon the transfer and delivery of all moneys, any Investment Securities in which any of said moneys may then be invested, and Trust Equipment held by the retiring trustee, and the execution by the retiring trustee of such instruments of transfer as may be reasonably requested by the successor trustee, and

upon acceptance by the successor trustee of the assignment and of the trust, the retiring trustee shall be relieved and discharged of all the title, rights, powers, duties and obligations of the trust hereunder and under the Trust Certificates, and the same shall become vested in such successor trustee, and every provision hereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein in the place and stead of the Trustee. In the event that the Company shall fail to designate such a successor trustee by instrument in writing delivered to the retiring trustee within two weeks from the time of receiving such notice in writing from the retiring trustee, the retiring trustee may thereupon designate such successor trustee or apply to any court of competent jurisdiction for the appointment of a successor trustee. The foregoing provisions are, however, subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates by an instrument in writing to appoint any successor trustee, if such appointment is made within one year from the date of the giving of such notice to the Company. The Company shall execute all writings recognizing the transfer of title as aforesaid and all instruments of further assurance or otherwise as reasonably may be requested by the successor trustee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Trust Equipment. Every successor trustee shall be a national bank, or a state bank or trust company, having trust powers, doing business in the city in which the Trustee does business, having a capital and surplus aggregating at least \$5,000,000, if there be such a bank or trust company willing and able to accept the trust upon reasonable and customary terms and duly qualified to act as such trustee.

SECTION 7.10. *Merger, Consolidation or Conversion of Trustee.* Any corporation resulting from any merger, consolidation, or conversion to which the Trustee or any successor to it shall be a party, or any corporation in any manner succeeding to all or substantially all of the business of the Trustee or any successor trustee, provided such corporation shall be a national bank, or a state bank or trust company, having trust powers, qualified as above specified in the case of a successor Trustee, shall be the successor trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE EIGHT

Miscellaneous

SECTION 8.1. *Execution of Instruments by Holders of Trust Certificates; Proof Thereof and of Holding Trust Certificates.* Any request or other instrument provided by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such holders in person or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose hereof and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument if made in the following manner, *viz.:*

- (a) The fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the affidavit of a witness to such execution, or by the certificate of any

Occurrence. Cash deposited with the Trustee pursuant to this Section 4.7 shall be held and applied as provided in Section 4.9 hereof.

The Company covenants and agrees to furnish to the Trustee, whenever required by the Trustee, and on or before September 30 in every calendar year commencing with the year 1972, and during the continuance of the lease provided for herein, an Officer's Certificate stating, as of the preceding June 30, (1) the amount, description and numbers of all the Trust Equipment that may have suffered a Casualty Occurrence since the date of the last preceding statement (or the date of this Agreement in the case of the first statement), (2) the amount, description and numbers of all the Trust Equipment then undergoing repairs, other than running repairs, or then withdrawn from use for such repairs, and stating that, in the case of all the Trust Equipment repainted or repaired since the date of the last preceding statement (or the date of this Agreement in the case of the first statement), the plates or marks required by Section 4.6 hereof have been preserved, or that the same when repainted or repaired has been again plated or marked as required thereby and (3) such other information as to the condition and state of repair of the Trust Equipment as the Trustee may reasonably request. The Trustee, by its agents, shall have the right once in each calendar year, but shall be under no duty, to inspect, at the Company's expense, the Trust Equipment, and the Company covenants in that event to furnish to the Trustee all reasonable facilities for the making of such inspection.

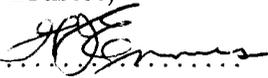
SECTION 4.8. *Possession of Trust Equipment; Assignments.* The Company, so long as an Event of Default shall not have occurred and be continuing, shall be entitled to the

not affect the construction hereof.

SECTION 8.8. *New York Law to Govern.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York; *provided, however,* that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

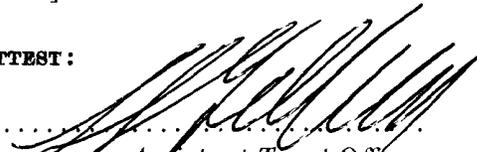
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST NATIONAL CITY BANK,
Trustee,

By 
Trust Officer

[SEAL]

ATTEST:


Assistant Trust Officer

SOUTHERN RAILWAY COMPANY,

By 
Vice President

[SEAL]

ATTEST:


Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 6th day of April, 1971, before me personally appeared H. J. ENNIS, to me personally known, who, being by me duly sworn, says he is a Trust Officer of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Enzo L. Carrocci
..... ENZO L. CARROCCI
Notary Public State of New York
No. 43-5805535
Qualified in Richmond County
Certificate filed in New York County
Certificate filed in Kings County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1972

DISTRICT OF COLUMBIA:

On this 7th day of April, 1971, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Lawrence A. Huff
..... LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1972

Documents. The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by the Company or by one or more of the holders of the Trust Certificates against all liability and expenses. The Trustee shall not be responsible for the filing or recording or refiling or rerecording of this Agreement or of any supplement hereto or of any other instrument or document which may be required to perfect the security interest of the Trustee in the contracts assigned to it pursuant to Section 3.1 hereof. The Trustee may issue and deliver Trust Certificates in advance of such filing or recording. In accepting delivery of and making payment for the Trust Equipment hereunder, or in accepting any cash payable hereunder in respect of Trust Equipment, the Trustee may rely upon and shall be fully protected by the certificates, bills of sale and Opinions of Counsel to be furnished to it under Sections 3.4, 4.7 or 4.9 hereof, as the case may be, and shall not be required to make any further investigation of or inquiry concerning the matters covered thereby.

SECTION 7.5. *No Obligation to Enforce Trust unless Requested and Indemnified; Enforcement by Trustee.* The Trustee shall be under no obligation to take any action for the execution or enforcement of the trust hereby created unless requested thereunto in writing by the holders of not less than 25% in principal amount of the then outstanding Trust Certificates and unless indemnified to its satisfaction against expenses and liability with respect thereto, and unless also furnished with proof satisfactory to it as to the ownership of the Trust Certificates in respect of which any such request may be made; but

this provision, in the absence of such request, shall not affect any discretion herein given to the Trustee to determine whether it shall take action in respect of any default hereunder or what action it shall take.

All rights of action and to assert claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof on any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates. In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties to such proceedings.

SECTION 7.6. *Assumption of No Default; May Rely on Notices and Other Documents.* The Trustee may for all purposes conclusively assume that the Company is not in default under the terms hereof until notified in writing to the contrary by the holders of at least 10% in principal amount of the then outstanding Trust Certificates, which notice shall distinctly specify the Event of Default desired to be brought to the attention of the Trustee. As to any fact or matter, the manner of determining which is not specifically prescribed herein, the Trustee may for all purposes rely upon an Officer's Certificate as to such fact or matter. The Trustee shall not incur any liability to anyone in relying conclusively on, and in acting upon, any

Request, notice, consent, opinion, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic and to be signed by the proper party or parties.

SECTION 7.7. *Money Held by Trustee; Investments in Investment Securities.* Any money at any time paid to or held by the Trustee hereunder until paid out by the Trustee as herein provided may be carried by the Trustee on deposit with itself, without liability for interest thereon except as may be agreed upon between the Trustee and the Company.

Interest, if any, allowed by the Trustee upon any moneys received by it under the provisions hereof and any interest (in excess of accrued interest paid from Deposited Cash or Replacement Funds at the time of purchase) or other profit accruing upon any investment of Deposited Cash or Replacement Funds as permitted by this Section 7.7 shall belong to the Company and be paid to it by the Trustee, as long as the Company shall not be known to the Trustee to be in default hereunder.

At any time, and from time to time, if at the time there shall be no default under the terms of this Agreement or of any supplement hereto, the Trustee, on Request, shall invest and reinvest Deposited Cash and Replacement Funds held by it in Investment Securities (the cost thereof to include any premium and accrued interest thereon) to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates and dividend warrants.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Trust Equipment, sell such Investment Securities, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of

any such sale up to the amount paid for such Investment Securities, including accrued interest and premium.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.4(B)(1) hereof, an amount equal to any expenses incurred in connection with any purchase or sale of Investment Securities and also an amount equal to any loss of principal incident to the sale or redemption of any Investment Securities for a sum less than the amount paid therefor, including accrued interest and premium. The Company, if not in default under the terms hereof or of any supplement hereto, shall be entitled to receive any profit which may be realized from any sale or redemption of Investment Securities.

SECTION 7.8. No Liability for Trust Equipment; May Act through Others; No Responsibility for Recitals, etc.; Compensation; Owning Trust Certificates; Moneys Unclaimed for Six Years; Moneys Held in Trust. The Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of any builder thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation in respect of the value thereof or in respect of the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorneys, agents and servants as it shall appoint, and shall be entitled to rely upon the advice of counsel (who may be counsel to the Company) and shall be answerable for only its own acts, negligence

and wilful defaults and not for the default or misconduct of any attorney, agent or servant appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement or of the Trust Certificates or dividend warrants (except for its own execution thereof), or for the guaranty by the Company, or for any mistake of fact or law.

The Trustee shall be entitled to receive payment of all of its expenses and disbursements hereunder, including reasonable counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by the Company.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates and dividend warrants with the same rights which it would have if it were not Trustee.

Upon Request, any moneys held by the Trustee which shall have been deposited or are held for the payment of the principal amount of or dividends on any Trust Certificates remaining unclaimed for six years after the date when the last annual instalment of principal payable on the Trust Certificates becomes due and payable, shall be repaid by the Trustee to the Company, and all liability of the Trustee with respect to such money shall thereupon cease and the holders of such Trust Certificates and dividend warrants shall thereafter be entitled to look only to the Company for payment thereof; *provided, however,* that the Trustee may, before making any such repayment and at the expense of the Company, cause notice that said moneys have not been claimed as aforesaid to be published once in a daily newspaper printed in the English language

and published in the Borough of Manhattan, The City of New York, and that after a date specified in such notice, which shall be not less than thirty days after the date of such publication, any unclaimed balance of such moneys then remaining on deposit with the Trustee will be repaid to the Company. In no event shall the holders of such Trust Certificates and dividend warrants be entitled to interest upon such moneys whether held by the Trustee or so repaid to the Company.

Any moneys at any time held by the Trustee hereunder shall, until paid out or invested by the Trustee as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates and dividend warrants.

SECTION 7.9. *Resignation by Trustee; Appointment of Successor Trustee.* If at any time the Trustee or any successor to it in the trust hereby created shall desire to divest itself of title to the Trust Equipment, and to terminate its duties and obligations and rights hereunder and under the Trust Certificates, it shall so notify the Company in writing, and the Company shall thereupon designate in writing to the Trustee a national bank, or a state bank or trust company, qualified as below specified, to serve until a successor is appointed by the holders of Trust Certificates as hereinafter provided, to which may be assigned the entire right, title and interest of the Trustee or such successor in the Trust Equipment, and in which may be vested the rights, powers, duties and obligations of the Trustee hereunder and under the Trust Certificates. Upon the transfer and delivery of all moneys, any Investment Securities in which any of said moneys may then be invested, and Trust Equipment held by the retiring trustee, and the execution by the retiring trustee of such instruments of transfer as may be reasonably requested by the successor trustee, and

upon acceptance by the successor trustee of the assignment and of the trust, the retiring trustee shall be relieved and discharged of all the title, rights, powers, duties and obligations of the trust hereunder and under the Trust Certificates, and the same shall become vested in such successor trustee, and every provision hereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein in the place and stead of the Trustee. In the event that the Company shall fail to designate such a successor trustee by instrument in writing delivered to the retiring trustee within two weeks from the time of receiving such notice in writing from the retiring trustee, the retiring trustee may thereupon designate such successor trustee or apply to any court of competent jurisdiction for the appointment of a successor trustee. The foregoing provisions are, however, subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates by an instrument in writing to appoint any successor trustee, if such appointment is made within one year from the date of the giving of such notice to the Company. The Company shall execute all writings recognizing the transfer of title as aforesaid and all instruments of further assurance or otherwise as reasonably may be requested by the successor trustee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Trust Equipment. Every successor trustee shall be a national bank, or a state bank or trust company, having trust powers, doing business in the city in which the Trustee does business, having a capital and surplus aggregating at least \$5,000,000, if there be such a bank or trust company willing and able to accept the trust upon reasonable and customary terms and duly qualified to act as such trustee.

SECTION 7.10. *Merger, Consolidation or Conversion of Trustee.* Any corporation resulting from any merger, consolidation, or conversion to which the Trustee or any successor to it shall be a party, or any corporation in any manner succeeding to all or substantially all of the business of the Trustee or any successor trustee, provided such corporation shall be a national bank, or a state bank or trust company, having trust powers, qualified as above specified in the case of a successor Trustee, shall be the successor trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE EIGHT

Miscellaneous

SECTION 8.1. *Execution of Instruments by Holders of Trust Certificates; Proof Thereof and of Holding Trust Certificates.* Any request or other instrument provided by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such holders in person or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose hereof and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument if made in the following manner, *viz.:*

- (a) The fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the affidavit of a witness to such execution, or by the certificate of any

notary public or of any other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing such request or other instrument acknowledged to him the execution thereof. Where such execution is by a person acting in other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority.

(b) The amount and serial numbers of Trust Certificates with dividend warrants not registered as to principal held by any person executing any such request or other instrument as a holder of Trust Certificates, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank or other depository, wheresoever situated, whose certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with or exhibited to such depository the Trust Certificates with dividend warrants numbered and described in such certificate. The Trustee may presume the continuance of any such holding unless and until it shall receive proof satisfactory to it to the contrary.

(c) The ownership of fully registered Trust Certificates and Trust Certificates with dividend warrants registered as to principal shall be determined by the registry books to be kept as provided in Section 7.3 hereof.

SECTION 8.2. *Rights Limited to Parties and Holders of Trust Certificates.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates and dividend warrants, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors

and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.3. *Binding Upon Successors and Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

SECTION 8.4. *Notices.* All demands, notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, in the case of demands and notices, by certified or registered mail, and in the case of other communications, by first class mail, (a) to the Company, at Post Office Box 1808, Washington, D. C. 20013, or at such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) to the Trustee, 111 Wall Street, New York, New York 10015, Attention: Corporate Agency Department or at such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee as to such mailing shall be conclusive evidence of the giving of such demand, notice or other communication.

SECTION 8.5. *Counterparts.* This Agreement has been executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 8.6. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Company who signed it on behalf of the Company.

SECTION 8.7. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall

of this Agreement (and, if not so paid, with interest thereon at the Penalty Interest Rate to the extent legally enforceable), and shall receive dividends thereon in like money at the rate specified therein from the date of such Trust Certificate to the date of maturity thereof, at the times and place and otherwise as expressed in the Trust Certificates and in the dividend warrants (and, if not so paid, with interest thereon at the Penalty Interest Rate to the extent legally enforceable); and the Company further covenants and agrees to endorse upon each of the Trust Certificates, at or before the issuance and delivery thereof by the Trustee, its guaranty of the prompt payment of the principal thereof and of the dividends thereon, in substantially the form hereinbefore set forth. Said guaranty so endorsed shall be signed in the name and on the behalf of the Company by the facsimile signature of one of its Senior Vice Presidents, Executive Vice Presidents or Vice Presidents. In case any officer of the Company whose facsimile signature shall appear on said guaranty shall cease to be such officer of the Company before the Trust Certificates shall have been issued and delivered by the Trustee, or shall not have been acting in such capacity on the date of the Trust Certificates, such guaranty shall nevertheless be as effective and binding upon the Company as though the person who signed said guaranty had not ceased to be, or had then been acting as, such officer.

SECTION 6.3. *Discharge of Liens.* The Company covenants and agrees that it will pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a lien or charge upon or against any of the Trust Equipment, except upon the leasehold interest of the Com-

not affect the construction hereof.

SECTION 8.8. *New York Law to Govern.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York; *provided, however,* that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

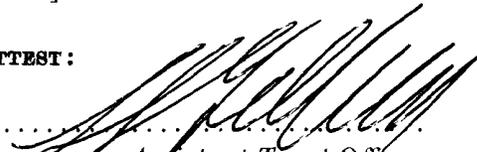
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST NATIONAL CITY BANK,
Trustee,

By  Trust Officer

[SEAL]

ATTEST:


Assistant Trust Officer

SOUTHERN RAILWAY COMPANY,

By  Vice President

[SEAL]

ATTEST:


Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 6th day of April, 1971, before me personally appeared H. J. ENNIS, to me personally known, who, being by me duly sworn, says he is a Trust Officer of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Enzo L. Carrocci
..... ENZO L. CARROCCI
Notary Public State of New York
No. 43-5805535
Qualified in Richmond County
Certificate filed in New York County
Certificate filed in Kings County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1972

DISTRICT OF COLUMBIA:

On this 7th day of April, 1971, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Lawrence A. Huff
..... LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1972

Documents. The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by the Company or by one or more of the holders of the Trust Certificates against all liability and expenses. The Trustee shall not be responsible for the filing or recording or refiling or rerecording of this Agreement or of any supplement hereto or of any other instrument or document which may be required to perfect the security interest of the Trustee in the contracts assigned to it pursuant to Section 3.1 hereof. The Trustee may issue and deliver Trust Certificates in advance of such filing or recording. In accepting delivery of and making payment for the Trust Equipment hereunder, or in accepting any cash payable hereunder in respect of Trust Equipment, the Trustee may rely upon and shall be fully protected by the certificates, bills of sale and Opinions of Counsel to be furnished to it under Sections 3.4, 4.7 or 4.9 hereof, as the case may be, and shall not be required to make any further investigation of or inquiry concerning the matters covered thereby.

SECTION 7.5. *No Obligation to Enforce Trust unless Requested and Indemnified; Enforcement by Trustee.* The Trustee shall be under no obligation to take any action for the execution or enforcement of the trust hereby created unless requested thereunto in writing by the holders of not less than 25% in principal amount of the then outstanding Trust Certificates and unless indemnified to its satisfaction against expenses and liability with respect thereto, and unless also furnished with proof satisfactory to it as to the ownership of the Trust Certificates in respect of which any such request may be made; but

this provision, in the absence of such request, shall not affect any discretion herein given to the Trustee to determine whether it shall take action in respect of any default hereunder or what action it shall take.

All rights of action and to assert claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof on any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates. In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties to such proceedings.

SECTION 7.6. *Assumption of No Default; May Rely on Notices and Other Documents.* The Trustee may for all purposes conclusively assume that the Company is not in default under the terms hereof until notified in writing to the contrary by the holders of at least 10% in principal amount of the then outstanding Trust Certificates, which notice shall distinctly specify the Event of Default desired to be brought to the attention of the Trustee. As to any fact or matter, the manner of determining which is not specifically prescribed herein, the Trustee may for all purposes rely upon an Officer's Certificate as to such fact or matter. The Trustee shall not incur any liability to anyone in relying conclusively on, and in acting upon, any

Request, notice, consent, opinion, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic and to be signed by the proper party or parties.

SECTION 7.7. *Money Held by Trustee; Investments in Investment Securities.* Any money at any time paid to or held by the Trustee hereunder until paid out by the Trustee as herein provided may be carried by the Trustee on deposit with itself, without liability for interest thereon except as may be agreed upon between the Trustee and the Company.

Interest, if any, allowed by the Trustee upon any moneys received by it under the provisions hereof and any interest (in excess of accrued interest paid from Deposited Cash or Replacement Funds at the time of purchase) or other profit accruing upon any investment of Deposited Cash or Replacement Funds as permitted by this Section 7.7 shall belong to the Company and be paid to it by the Trustee, as long as the Company shall not be known to the Trustee to be in default hereunder.

At any time, and from time to time, if at the time there shall be no default under the terms of this Agreement or of any supplement hereto, the Trustee, on Request, shall invest and reinvest Deposited Cash and Replacement Funds held by it in Investment Securities (the cost thereof to include any premium and accrued interest thereon) to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates and dividend warrants.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Trust Equipment, sell such Investment Securities, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of

any such sale up to the amount paid for such Investment Securities, including accrued interest and premium.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.4(B)(1) hereof, an amount equal to any expenses incurred in connection with any purchase or sale of Investment Securities and also an amount equal to any loss of principal incident to the sale or redemption of any Investment Securities for a sum less than the amount paid therefor, including accrued interest and premium. The Company, if not in default under the terms hereof or of any supplement hereto, shall be entitled to receive any profit which may be realized from any sale or redemption of Investment Securities.

SECTION 7.8. No Liability for Trust Equipment; May Act through Others; No Responsibility for Recitals, etc.; Compensation; Owning Trust Certificates; Moneys Unclaimed for Six Years; Moneys Held in Trust. The Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of any builder thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation in respect of the value thereof or in respect of the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorneys, agents and servants as it shall appoint, and shall be entitled to rely upon the advice of counsel (who may be counsel to the Company) and shall be answerable for only its own acts, negligence

and wilful defaults and not for the default or misconduct of any attorney, agent or servant appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement or of the Trust Certificates or dividend warrants (except for its own execution thereof), or for the guaranty by the Company, or for any mistake of fact or law.

The Trustee shall be entitled to receive payment of all of its expenses and disbursements hereunder, including reasonable counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by the Company.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates and dividend warrants with the same rights which it would have if it were not Trustee.

Upon Request, any moneys held by the Trustee which shall have been deposited or are held for the payment of the principal amount of or dividends on any Trust Certificates remaining unclaimed for six years after the date when the last annual instalment of principal payable on the Trust Certificates becomes due and payable, shall be repaid by the Trustee to the Company, and all liability of the Trustee with respect to such money shall thereupon cease and the holders of such Trust Certificates and dividend warrants shall thereafter be entitled to look only to the Company for payment thereof; *provided, however,* that the Trustee may, before making any such repayment and at the expense of the Company, cause notice that said moneys have not been claimed as aforesaid to be published once in a daily newspaper printed in the English language

and published in the Borough of Manhattan, The City of New York, and that after a date specified in such notice, which shall be not less than thirty days after the date of such publication, any unclaimed balance of such moneys then remaining on deposit with the Trustee will be repaid to the Company. In no event shall the holders of such Trust Certificates and dividend warrants be entitled to interest upon such moneys whether held by the Trustee or so repaid to the Company.

Any moneys at any time held by the Trustee hereunder shall, until paid out or invested by the Trustee as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates and dividend warrants.

SECTION 7.9. *Resignation by Trustee; Appointment of Successor Trustee.* If at any time the Trustee or any successor to it in the trust hereby created shall desire to divest itself of title to the Trust Equipment, and to terminate its duties and obligations and rights hereunder and under the Trust Certificates, it shall so notify the Company in writing, and the Company shall thereupon designate in writing to the Trustee a national bank, or a state bank or trust company, qualified as below specified, to serve until a successor is appointed by the holders of Trust Certificates as hereinafter provided, to which may be assigned the entire right, title and interest of the Trustee or such successor in the Trust Equipment, and in which may be vested the rights, powers, duties and obligations of the Trustee hereunder and under the Trust Certificates. Upon the transfer and delivery of all moneys, any Investment Securities in which any of said moneys may then be invested, and Trust Equipment held by the retiring trustee, and the execution by the retiring trustee of such instruments of transfer as may be reasonably requested by the successor trustee, and

upon acceptance by the successor trustee of the assignment and of the trust, the retiring trustee shall be relieved and discharged of all the title, rights, powers, duties and obligations of the trust hereunder and under the Trust Certificates, and the same shall become vested in such successor trustee, and every provision hereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein in the place and stead of the Trustee. In the event that the Company shall fail to designate such a successor trustee by instrument in writing delivered to the retiring trustee within two weeks from the time of receiving such notice in writing from the retiring trustee, the retiring trustee may thereupon designate such successor trustee or apply to any court of competent jurisdiction for the appointment of a successor trustee. The foregoing provisions are, however, subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates by an instrument in writing to appoint any successor trustee, if such appointment is made within one year from the date of the giving of such notice to the Company. The Company shall execute all writings recognizing the transfer of title as aforesaid and all instruments of further assurance or otherwise as reasonably may be requested by the successor trustee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Trust Equipment. Every successor trustee shall be a national bank, or a state bank or trust company, having trust powers, doing business in the city in which the Trustee does business, having a capital and surplus aggregating at least \$5,000,000, if there be such a bank or trust company willing and able to accept the trust upon reasonable and customary terms and duly qualified to act as such trustee.

SECTION 7.10. *Merger, Consolidation or Conversion of Trustee.* Any corporation resulting from any merger, consolidation, or conversion to which the Trustee or any successor to it shall be a party, or any corporation in any manner succeeding to all or substantially all of the business of the Trustee or any successor trustee, provided such corporation shall be a national bank, or a state bank or trust company, having trust powers, qualified as above specified in the case of a successor Trustee, shall be the successor trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE EIGHT

Miscellaneous

SECTION 8.1. *Execution of Instruments by Holders of Trust Certificates; Proof Thereof and of Holding Trust Certificates.* Any request or other instrument provided by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such holders in person or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose hereof and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument if made in the following manner, *viz.:*

- (a) The fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the affidavit of a witness to such execution, or by the certificate of any

notary public or of any other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing such request or other instrument acknowledged to him the execution thereof. Where such execution is by a person acting in other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority.

(b) The amount and serial numbers of Trust Certificates with dividend warrants not registered as to principal held by any person executing any such request or other instrument as a holder of Trust Certificates, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank or other depositary, wheresoever situated, whose certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with or exhibited to such depositary the Trust Certificates with dividend warrants numbered and described in such certificate. The Trustee may presume the continuance of any such holding unless and until it shall receive proof satisfactory to it to the contrary.

(c) The ownership of fully registered Trust Certificates and Trust Certificates with dividend warrants registered as to principal shall be determined by the registry books to be kept as provided in Section 7.3 hereof.

SECTION 8.2. *Rights Limited to Parties and Holders of Trust Certificates.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates and dividend warrants, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors

and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.3. *Binding Upon Successors and Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

SECTION 8.4. *Notices.* All demands, notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, in the case of demands and notices, by certified or registered mail, and in the case of other communications, by first class mail, (a) to the Company, at Post Office Box 1808, Washington, D. C. 20013, or at such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) to the Trustee, 111 Wall Street, New York, New York 10015, Attention: Corporate Agency Department or at such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee as to such mailing shall be conclusive evidence of the giving of such demand, notice or other communication.

SECTION 8.5. *Counterparts.* This Agreement has been executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 8.6. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Company who signed it on behalf of the Company.

SECTION 8.7. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall

not affect the construction hereof.

SECTION 8.8. *New York Law to Govern.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York; *provided, however,* that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

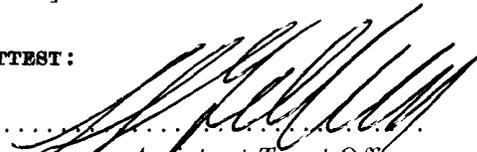
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

FIRST NATIONAL CITY BANK,
Trustee,

By 
Trust Officer

[SEAL]

ATTEST:


Assistant Trust Officer

SOUTHERN RAILWAY COMPANY,

By 
Vice President

[SEAL]

ATTEST:


Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 6th day of April, 1971, before me personally appeared H. J. ENNIS, to me personally known, who, being by me duly sworn, says he is a Trust Officer of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Enzo L. Carrocci
..... ENZO L. CARROCCI
Notary Public State of New York
No. 43-5805535
Qualified in Richmond County
Certificate filed in New York County
Certificate filed in Kings County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1972

DISTRICT OF COLUMBIA:

On this 7th day of April, 1971, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Lawrence A. Huff
..... LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1972

SCHEDULE A
Description of Trust Equipment

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
13	SD-40 3,000 H.P. Road Switching Locomotives, General Motors Corporation (Electro-Motive Division), builder, to be numbered 3173-3185, both inclusive		
	(11)	\$305,700	
	(2)	\$312,700	\$ 3,988,100
225	100-ton 3,600 cu. ft. Open Top Quad Hopper Cars, Greenville Steel Car Company, builder, to be numbered 77200-77424, both inclusive.....	\$ 16,000	\$ 3,600,000
14	GP-38 2,000 H.P. Diesel-electric Locomotives, General Motors Corporation (Electro-Motive Division), builder, to be numbered 2823-2836, both inclusive	\$240,500	\$ 3,367,000
60	70-ton 60' Hy-Cube Box Cars, Pullman Incorporated (Pullman-Standard division), builder, to be numbered 43587 to 43646, both inclusive	\$ 27,000	\$ 1,620,000
50	100-ton 61' Bulkhead Flat Cars, Thrall Car Manufacturing Company, builder, to be numbered 114450 to 114499, both inclusive....	\$ 18,800	\$ 940,000
1	250-ton Heavy Duty Flat Car, The Maxson Corporation, builder, to be numbered 50096	\$ 56,500	\$ 56,500
	Total		\$13,571,600