

Union Tank Car Company

111 West Jackson Boulevard
Chicago, Illinois 60604
312/431 3111

Subsidiary of
Trans Union Corporation

See this letter in correction

Law Department

November 4, 1971

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 6372 Filed & Recorded

NOV 9 1971 10 50 A.M.

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Under cover of my letter dated October 21, 1971, I transmitted to you for recordation under Section 20c of the Interstate Commerce Act, an original and two additional executed counterparts of an Equipment Trust Agreement dated as of October 1, 1971, between First National City Bank, as Trustee, and Union Tank Car Company. The Equipment Trust Agreement was recorded by your office on October 26, 1971, and assigned recordation No. 6372.

We have subsequently discovered two errors appearing on page 75 (Schedule A) of the Equipment Trust Agreement, as follows:

1. Road Number 76931 should not appear in the category "140-TMI-8000" on said page 75, as it is a duplication. (This Road Number 76931 correctly appears on page 76 under "54-TMI-23500").
2. Road Number 80278 appearing in the same subject category on page 75, "140-TMI-8000", is incorrectly placed and should appear instead under "54-LO-3000 cu.ft." on page 74.

Attached to this letter is a copy of the aforesaid pages 74 and 75 which have been marked to indicate these corrections.

I have included three additional copies of this letter and attachment and respectfully request that you

William B. Browder, Vice President and General Counsel
Charles M. Kaplan, Patent Counsel/Joel Siegel, Patent Attorney
Glenn A. McTavish, Senior Attorney/William B. Moore, Attorney/Lyndon J. Whitlock, Attorney

Secretary
Interstate Commerce Commission

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November 4, 1971

file one copy with each of the two copies of the subject Equipment Trust Agreement in your file, and stamp and return one copy of this letter and attachment to the undersigned.

Thank you for your attention to this matter.

Very truly yours,

William B. Moore

William B. Moore

jk
Encls.

SCHEDULE A

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
55 → (54)	LO	3000 cu. ft.	80280-80304, 80306-80309, 80313-80316, 80326-80329, 80346-80362
1	TA	14000	13152
2	TL	20000	48160, 48162
50	TM	14500	13162-13196, 13860, 13870, 13938, 13940, 13951, 13956-13958, 13960, 13961, 13963, 13975, 13980, 13997, 13998
1	TM	16200	42400
168	TM	20000	41996-41999, 48000, 48001, 48007, 48011, 48016, 48019, 48024, 48025, 48035, 48036, 48039, 48042, 48047, 48059, 48060, 48063, 48068, 48069, 48076, 48079, 48083, 48085, 48095, 48096, 48099, 48101, 48106, 48114, 48120, 48130, 48131, 48135, 48148, 48152, 48153, 48157, 48318, 48912, 48913, 48981, 48987, 49591, 49700, 49701, 49845, 49913, 49931, 49939, 49940, 49943, 49944, 49977, 49987, 58679-58682, 58684, 58685, 58687-58692, 58695, 58698, 58700-58737, 58740-58743, 58745, 58892-58899, 58911-58914, 58916-58949, 59352, 59365, 59368, 59457-59459, 59461, 59462
18	TM	23000	58871, 58875-58891
10	TM	26000	40916-40925
51	TM	30000	40865-40915
3	TP	17300	28119, 28120, 28123
2	TP	33500	99906, 99970
49	TP	33600	30432, 30433, 30435, 30437-30450, 30452, 30454-30457, 30459-30461, 30463, 30465-30472, 30476, 30477, 30479-30485, 30488-30492, 30494
70	TP	33700	37519, 37520, 37522, 37524-37535, 37537, 37540-37544, 37547, 37549-37552, 37554-37556, 37558-37560, 37562, 37564, 37565, 37567, 37568, 37570-37577, 37579, 37580, 37582, 37583, 37583, 37587, 37589, 37590, 37594, 37596, 37599-37602, 37604-37612, 37614, 37615

80278

SCHEDULE A (Continued)

DESCRIPTION OF TRUST EQUIPMENT (Continued)

Quantity	A.A.R. Mechanical Designation Code	Capacity in Gallons	Road Numbers
316	TP	33800	37471, 37482, 37485, 37488, 37490, 37491, 37619, 37620, 37624-37641, 37645-37650, 37652-7654, 37656-37668, 37670-37679, 37681, 37685, 37686, 37688, 37689, 37691-37693, 37697-37699, 37703, 37705-37707, 37709-37711, 37713, 37715-37719, 37721, 37722, 37725, 37726, 37729-37739, 37741, 37743, 37745, 37746, 37750, 37751, 37753, 37755, 37760, 37761, 37763-37765, 37767-37770, 37772, 37774, 37779-37781, 37783, 37784, 37786-37788, 37790-37793, 37796, 37797, 37800-37804, 37807-37809, 37811, 37812, 37814, 37816, 37818-37824, 37827, 37829-37832, 37834, 37835, 37838, 37839, 37841-37843, 37845, 37847, 37850, 37851, 37853, 37856-37860, 37864, 37865, 37867, 37870, 37872, 37874-37876, 37878-37880, 37883, 37884, 37887-37892, 37898, 37902-37904, 37906, 37907, 37909-37911, 37913, 37914, 37917, 37918, 37922-37927, 37929, 37930, 37932, 37933, 37935, 37938, 37939, 37941, 37942, 37944, 37946, 37947, 37949, 37951, 37952, 37955, 37956, 37958, 37959, 37964, 37966, 37968-37971, 37973, 37974, 37976-37981, 37983-37986, 37989, 37992-37994, 37996-37998, 38091, 38093, 38094, 38096, 38098-38105, 38108, 38109, 38111, 38112, 38116, 38117, 38120, 38122, 38126, 38128, 38129, 38131, 38133, 38135, 38139, 38143-38145, 38229, 38244, 38396, 38398, 38399, 38406, 38408, 38409, 38411, 38414, 38416, 38787, 38789-38791, 38793, 38794, 38797-38799, 38854, 38869, 38885, 38889, 38891, 38893-38897, 38989, 38991, 38995, 38997, 38998
139 → (140)	TMI	8000	74000, 74001, 74003-74006, 74008-74012, 74016-74019, 74022, 74023, 74025-74030, 74031, 74034-74038, 74040-74046, 74048-74050, 74052, 74053, 74055, 74056, 74059, 74060, 74062-74064, 74066-74070, 74074-74080, 74082, 74083, 74085, 74087, 74089-74093, 74096, 74122, 74123, 74125-74132, 74134, 74136-74145, 74147, 74148, 76837-76841, 76843, 76844, 76846, 76847, 76892, 76920, 76923-76929, 76931 76933, 76938, 76940, 77002, 77015, 77022, 77023, 77075, 77076, 77078, 77080-77084, 77087, 77089, 77093, 77095, 77097-77099, 78219, 78228, 78238, 78609, 78613, 78626, 80278
1	TMI	10204	76912

RECORDATION NO. _____ Filed & Recorded

OCT 26 1971 -9 12 AM

INTERSTATE COMMERCE COMMISSION

Union Tank Car Company

Equipment Trust

(SERIES 8)

Equipment Trust Agreement

DATED AS OF OCTOBER 1, 1971

BY AND BETWEEN

First National City Bank

TRUSTEE

AND

Union Tank Car Company

R. R. DONNELLEY & SONS COMPANY, CHICAGO

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Equipment Trust Agreement dated as of October 1, 1971, by and between FIRST NATIONAL CITY BANK, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the Trustee), and UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company).

WHEREAS, the Company has agreed to cause to be sold, transferred and delivered to the Trustee 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, Union Tank Car Company Equipment Trust Certificates due October 1, 1991 (Series 8) (hereinafter called Trust Certificates), are to be issued and sold in an aggregate principal amount not exceeding \$25,000,000, and the net proceeds 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 UNION TANK CAR COMPANY EQUIPMENT TRUST (Series 8), to be applied by the Trustee from time to time in part payment of the Cost 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; and

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

[FORM OF TRUST CERTIFICATE]

No.

\$

UNION TANK CAR COMPANY

7 $\frac{3}{4}$ % EQUIPMENT TRUST CERTIFICATE
 DUE OCTOBER 1, 1991
 (SERIES 8)

Total Authorized Issue \$25,000,000

FIRST NATIONAL CITY BANK,
 TRUSTEE

FIRST NATIONAL CITY BANK, as Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement (hereinafter called the Agreement) dated as of October 1, 1971, by and between the Trustee and UNION TANK CAR COMPANY, a Delaware corporation (hereinafter called the Company), hereby certifies that

or

registered assigns is entitled to an interest of

Dollars in Union Tank Car Company Equipment Trust (Series 8) payable October 1, 1991, upon surrender of this Certificate to the Trustee at the principal corporate trust office of the Trustee in the Borough of Manhattan, City and State of New York, and to interest thereon from the date hereof until the principal amount represented by this Certificate shall have become due, payable on April 1 and October 1 in each year, beginning April 1, 1972, at the rate of 7 $\frac{3}{4}$ % per annum, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 8 $\frac{1}{2}$ % per annum; principal and interest being payable to the registered holder hereof at said office of the Trustee 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 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 Trust Certificates in an aggregate principal amount not exceeding \$25,000,000, all maturing on October 1, 1991, and issued or to be issued under 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 registered holders of the Trust Certificates issued thereunder. Reference is made to the Agreement (copies of which are on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof, to all of which the registered holder hereof, by accepting this Certificate, assents.

As a sinking fund for the Trust Certificates, the Agreement provides for the payment by the Company to the Trustee, on or before October 1, in each year, commencing October 1, 1974, and continuing to and including October 1, 1990, of additional rental in an amount sufficient to redeem \$1,400,000 aggregate principal amount of Trust Certificates. As more fully provided in the Agreement, the Trust Certificates are subject to redemption through the application of such additional rental on October 1, 1974, and on each October 1 thereafter to and including October 1, 1990, on not less than 30 days' prior notice given as provided in the Agreement, at 100% of the principal amount thereof, together with accrued and unpaid interest to the date fixed for redemption. The Agreement further provides that the Company may, at its option, credit against such rental Trust Certificates retired otherwise than through the operation of the sinking fund, such credit to be in an amount equal to the aggregate principal amount of such Trust Certificates.

The Trust Certificates are issuable as fully registered Trust Certificates in denominations of \$1,000 and any multiple of \$1,000. The several denominations of Trust Certificates are interchangeable upon presentation thereof for the purpose 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.

The registration of transfer of this Certificate may be effected by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender to the Trustee at its said office of this Certificate accompanied by a written instrument of transfer, duly executed

Equipment Trust Agreement dated as of October 1, 1971, by and between FIRST NATIONAL CITY BANK, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the Trustee), and UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company).

WHEREAS, the Company has agreed to cause to be sold, transferred and delivered to the Trustee 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, Union Tank Car Company Equipment Trust Certificates due October 1, 1991 (Series 8) (hereinafter called Trust Certificates), are to be issued and sold in an aggregate principal amount not exceeding \$25,000,000, and the net proceeds 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 UNION TANK CAR COMPANY EQUIPMENT TRUST (Series 8), to be applied by the Trustee from time to time in part payment of the Cost 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; and

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

[FORM OF TRUST CERTIFICATE]

No.

\$

UNION TANK CAR COMPANY

7 $\frac{3}{4}$ % EQUIPMENT TRUST CERTIFICATE
DUE OCTOBER 1, 1991
(SERIES 8)

Total Authorized Issue \$25,000,000

FIRST NATIONAL CITY BANK,
TRUSTEE

FIRST NATIONAL CITY BANK, as Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement (hereinafter called the Agreement) dated as of October 1, 1971, by and between the Trustee and UNION TANK CAR COMPANY, a Delaware corporation (hereinafter called the Company), hereby certifies that

or

registered assigns is entitled to an interest of

Dollars in Union Tank Car Company Equipment Trust (Series 8) payable October 1, 1991, upon surrender of this Certificate to the Trustee at the principal corporate trust office of the Trustee in the Borough of Manhattan, City and State of New York, and to interest thereon from the date hereof until the principal amount represented by this Certificate shall have become due, payable on April 1 and October 1 in each year, beginning April 1, 1972, at the rate of 7 $\frac{3}{4}$ % per annum, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 8 $\frac{1}{2}$ % per annum; principal and interest being payable to the registered holder hereof at said office of the Trustee 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 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 Trust Certificates in an aggregate principal amount not exceeding \$25,000,000, all maturing on October 1, 1991, and issued or to be issued under 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 registered holders of the Trust Certificates issued thereunder. Reference is made to the Agreement (copies of which are on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof, to all of which the registered holder hereof, by accepting this Certificate, assents.

As a sinking fund for the Trust Certificates, the Agreement provides for the payment by the Company to the Trustee, on or before October 1, in each year, commencing October 1, 1974, and continuing to and including October 1, 1990, of additional rental in an amount sufficient to redeem \$1,400,000 aggregate principal amount of Trust Certificates. As more fully provided in the Agreement, the Trust Certificates are subject to redemption through the application of such additional rental on October 1, 1974, and on each October 1 thereafter to and including October 1, 1990, on not less than 30 days' prior notice given as provided in the Agreement, at 100% of the principal amount thereof, together with accrued and unpaid interest to the date fixed for redemption. The Agreement further provides that the Company may, at its option, credit against such rental Trust Certificates retired otherwise than through the operation of the sinking fund, such credit to be in an amount equal to the aggregate principal amount of such Trust Certificates.

The Trust Certificates are issuable as fully registered Trust Certificates in denominations of \$1,000 and any multiple of \$1,000. The several denominations of Trust Certificates are interchangeable upon presentation thereof for the purpose 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.

The registration of transfer of this Certificate may be effected by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender to the Trustee at its said office of this Certificate accompanied by a written instrument of transfer, duly executed

by the registered holder in person or by such attorney, in form satisfactory to the Trustee, and thereupon a new Trust Certificate or Certificates in authorized denominations for the same aggregate principal amount will be issued to the transferee in exchange herefor. 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 interest 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 become or be declared due and payable in the manner and with the effect provided in the Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by the facsimile signature of one of its Trust Officers and by the manual signature of one of its Authorized Officers and its corporate seal to be hereon imprinted and to be attested by the facsimile signature of one of its Assistant Trust Officers.

Dated as of

FIRST NATIONAL CITY BANK,
Trustee,

By _____
Trust Officer

Attest:

Authorized Officer

Assistant Trust Officer

[FORM OF GUARANTY FOR TRUST CERTIFICATE]

Union Tank Car 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 interest thereon specified in said Certificate, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 8½% per an-

num, all in accordance with the terms of said Certificate and the Equipment Trust Agreement referred to therein.

UNION TANK CAR COMPANY,

By _____
President

WHEREAS, it is desired to secure to the holders of the Trust Certificates the payment of the principal thereof at maturity, whether by declaration or otherwise, as hereinafter more particularly provided, with interest to said date of maturity, as hereinafter provided, payable semiannually on April 1 and October 1 in each year, and to evidence the rights of the holders of the Trust Certificates in substantially the form hereinbefore set forth;

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

ARTICLE ONE

DEFINITIONS

SECTION 1.01. *Definitions.* The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement shall have the respective meanings hereinafter specified; all other terms used in this Agreement which are defined in the Trust Indenture Act of 1939 or which are by reference therein defined in the Securities Act of 1933 (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of this Agreement:

Affiliate of any corporation shall mean any corporation which, directly or indirectly, controls or is controlled by, or is under direct or indirect common control with, such corporation. For the purposes of this definition, *control* (including *controlled by* and *under common control with*), as used with respect to any corporation, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies

of such corporation, whether through the ownership of voting securities or by contract or otherwise.

Board of Directors shall mean either the board of directors of the Company or any duly authorized committee of that board.

Commission shall mean the United States Securities and Exchange Commission.

Company shall mean Union Tank Car Company and any successor or successors to it complying with the provisions of Section 5.09.

Corporate Trust Office shall mean the principal office of the Trustee in the Borough of Manhattan, City and State of New York, at which the corporate trust business of the Trustee shall, at the time in question, be administered, which office is, at the date of execution of this Agreement, located at 111 Wall Street, New York, New York 10015.

Cost, when used with respect to Equipment not built by the Company or any Affiliate of the Company, shall mean the actual cost thereof, and, with respect to Equipment built by the Company or any such Affiliate, shall mean so-called "car builder's cost" including direct cost of labor and material and overhead, but excluding any manufacturing profit.

Deposited Cash shall mean the aggregate of (a) cash and any advance rentals on deposit with or to the credit of the Trustee as provided in the first paragraph of Section 2.01 and, when required or indicated by the context, any Investment Securities purchased by the use of such cash pursuant to the provisions of Section 9.05, and (b) any sums restored to Deposited Cash from rentals pursuant to Section 5.04(B)(1)(b) and on deposit with or to the credit of the Trustee.

Engineer's Certificate shall mean a certificate signed by the President, any Vice President or any other officer or employee of the Company, appointed by the Company, who is also an engineer, appraiser or other expert, as the case may require, and approved by the Trustee in the exercise of reasonable care.

Equipment shall mean standard-gauge railroad equipment (other than passenger or work equipment) first put into use on or after April 15, 1970.

Event of Default shall mean any event specified in Section 6.01 to be an Event of Default.

The word *holder*, when used with respect to Trust Certificates, shall mean the registered holder of such Trust Certificates and shall include the plural as well as the singular number.

Independent Engineer shall mean an engineer, appraiser or other expert appointed by the Company and approved by the Trustee in the exercise of reasonable care, who (a) is in fact independent, (b) does not have any substantial interest, direct or indirect, in the Company or in any other obligor on the Trust Certificates or in any Affiliate of the Company or any such other obligor and (c) is not connected with the Company or any other obligor on the Trust Certificates or any Affiliate of the Company or any such other obligor as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

Investment Securities shall mean (a) bonds, notes or other direct obligations of the United States of America or obligations for which the faith of the United States is pledged to provide for the payment of the interest and principal, (b) commercial paper given a rating of "prime" or better (or a comparable rating if such rating system is changed) by the National Credit Office or a successor thereto or a similar rating service substituted therefor and (c) certificates of deposit of or time deposits in banks or trust companies incorporated and doing business under the laws of the United States of America or one of the States thereof having a capital and surplus aggregating at least \$45,000,000.

Officers' Certificate shall mean a certificate signed by the Chairman of the Board or the President or any Vice President and by the Treasurer or any Assistant Treasurer or the Secretary or any Assistant Secretary of the Company. Each such certificate shall include the statements provided for in Section 12.03 if and to the extent required by the provisions thereof.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel who shall be satisfactory to the Trustee and who may, unless in a particular instance the Trustee shall otherwise require, be an employee of or of counsel to the Company. Each such opinion shall include the statements provided for in Section 12.03 if and to the extent required by the provisions thereof. The acceptance by the Trustee of, and its failure to object to, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Trustee.

Request shall mean a written request for the action therein specified, delivered to the Trustee, dated not more than ten days prior to the date of delivery to the Trustee and signed on behalf of the Company by the Chairman of the Board or the President or a Vice President of the Company.

Responsible Officer shall mean the chairman of the board of directors or the board of trustees, the vice chairman of the board of directors or the board of trustees, the chairman of the executive committee or the standing committee, the vice chairman of the executive committee or the standing committee, the president, any vice president, the cashier, the secretary, the treasurer, any trust officer, any assistant trust officer, any assistant vice president, any assistant cashier, any assistant secretary, any assistant treasurer, or any other officer or assistant officer of the Trustee customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with the particular subject.

Trust Certificates shall mean Union Tank Car Company Equipment Trust Certificates due October 1, 1991 (Series 8), issued hereunder.

Trust Equipment shall mean all Equipment at the time subject to the terms of this Agreement.

Trust Indenture Act of 1939 shall mean the Trust Indenture Act of 1939 as in force at the date of this Agreement as originally executed.

Trustee shall mean First National City Bank, a national banking association incorporated and existing under the laws of the United States, and, subject to the provisions of Article Nine, any successor as trustee hereunder.

The words *herein*, *hereof*, *hereby*, *hereto*, *hereunder* and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

ARTICLE TWO

TRUST CERTIFICATES AND ISSUANCE THEREOF

SECTION 2.01. *Issuance of Trust Certificates.* The net proceeds (excluding any premium and accrued interest, which shall be paid to the Company) of the sale of any of the Trust Certificates shall, forthwith upon the issuance thereof, be deposited in cash with the Trustee or to its credit, as Trustee, in one or more special trust accounts with such banks or bankers in the City

of New York as may be designated in a Request and approved by the Trustee. At the same time the Company shall, if necessary, deposit with the Trustee, or to its credit as aforesaid, any advance rental payable by the Company to the Trustee under Section 5.04(A)(1).

Thereupon, without waiting for the recording or filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, as the Company shall direct by Request, Trust Certificates in the aggregate principal amount so sold.

The aggregate principal amount of Trust Certificates which shall be executed and delivered by the Trustee hereunder shall not exceed the sum of \$25,000,000, except as provided in Sections 2.05, 2.06, 2.07 and 3.02.

The certificates of any banks or bankers designated and approved as provided in the first paragraph of this Section 2.01, stating that they hold a stated amount subject to the order of the Trustee, shall be full protection to the Trustee for its action on the faith thereof. Said banks or bankers shall be fully protected in paying said moneys so deposited with them, and any interest thereon, to or upon the written order of the Trustee, and shall be under no obligation to see to the application thereof in accordance with the provisions of this Agreement.

SECTION 2.02. Interests Represented by Trust Certificates; Interest; Maturity; Denominations. Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder and shall bear interest on said amount at the rate per annum specified in the form thereof hereinbefore set forth, payable semiannually on April 1 and October 1 in each year, commencing April 1, 1972.

The Trust Certificates shall mature on October 1, 1991. The definitive Trust Certificates shall be in denominations of \$1,000 and any multiple thereof, and shall be numbered consecutively with appropriate letter prefixes.

The principal of and interest on the Trust Certificates shall be payable at the Corporate Trust Office 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.

SECTION 2.03. *Forms of Trust Certificates and Guaranty.* The Trust Certificates and the guaranty to be endorsed on the Trust Certificates by the Company as hereinafter in Section 7.01 provided shall be in substantially the forms hereinbefore set forth. The definitive Trust Certificates shall be printed in fully engraved form or lithographed or printed with steel engraved borders or partially engraved and partially printed with steel engraved borders.

SECTION 2.04. *Execution by Trustee.* The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual or facsimile signature of its President, one of its Vice Presidents or one of its Trust Officers, together with the manual signature of an Authorized Officer (who for such purpose shall be a Responsible Officer as herein defined), and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by the manual or facsimile signature of its Secretary or a Trust Officer, or one of its Assistant Secretaries or Assistant Trust Officers. In case any officer of the Trustee whose signature, whether facsimile or not, shall appear on any of the Trust Certificates shall cease to be such officer of the Trustee 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 Trust Certificates may be adopted by the Trustee and be issued and delivered as though such person had not ceased to be or had then been such officer of the Trustee.

SECTION 2.05. *Temporary Trust Certificates.* Temporary printed Trust Certificates in such form and denominations as the Company may determine with the approval of the Trustee, may be issued by the Trustee, and shall be exchangeable, without charge to the holder thereof, upon surrender thereof to the Trustee, for definitive Trust Certificates when the same shall have been prepared. Until such exchange said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates.

SECTION 2.06. *Characteristics of Trust Certificates.* (a) The Trust Certificates shall be registered, as to both principal and interest, in the name of the holder, shall be transferable upon presentation and surrender thereof for registration of transfer at the Corporate Trust Office, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee, and shall be dated as of October 1, 1971, or, if issued after March 31, 1972, as of the

interest payment date next preceding the date of issue, unless issued on an interest payment date, in which event they shall be dated as of the date of issue, or unless issued in exchange for another Trust Certificate or Certificates bearing unpaid interest from an earlier date, in which case they shall be dated as of such earlier date, and in any case shall entitle the registered holder to interest from the date hereof.

(b) The several denominations of Trust Certificates shall be interchangeable in authorized denominations at the Corporate Trust Office.

(c) Anything contained herein to the contrary notwithstanding, the parties hereto may deem and treat the registered holder of any Trust Certificate as the absolute owner of such Trust Certificate for all purposes and shall not be affected by any notice to the contrary.

(d) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration of transfer and registration of the Trust Certificates.

(e) For any registration of transfer or exchange the Trustee shall require the payment of a sum sufficient to reimburse it for any governmental charge connected therewith.

(f) Each Trust Certificate delivered, pursuant to any provision of this Agreement, in exchange or substitution for, or upon the registration of transfer of, the whole or any part, as the case may be, of one or more other Trust Certificates shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by the whole or such part, as the case may be, of such one or more other Trust Certificates, and, notwithstanding anything contained in this Agreement, such Trust Certificate shall be so dated that neither gain nor loss in interest shall result from such exchange, substitution or registration of transfer.

(g) The Trustee shall not be required (i) to register the transfer of or exchange any Trust Certificate for a period of fifteen business days next preceding any interest payment date, or (ii) to issue, register the transfer of or exchange any Trust Certificate during a period beginning at the opening of business fifteen business days before any selection of Trust Certificates to be redeemed and ending at the close of business on the day of the mailing of the relevant notice of redemption, or (iii) to register the transfer of or exchange any Trust Certificate called or being called for redemption in whole or in part, except in the case of any Trust Certificate to be redeemed in part, the portion thereof not to be so redeemed.

this paragraph, which have been made specifically applicable to the Trustee, shall also apply to any co-trustee or separate trustee appointed pursuant to Section 9.14.

SECTION 9.05. *Funds May be 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, and, if and to the extent permitted by applicable law or regulations of governmental authorities having jurisdiction over the Trustee, the Trustee will allow interest upon any such moneys held by it in trust at the rate generally prevailing among New York banks and trust companies or allowed by it upon deposits of a similar character.

At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on Request, shall invest and reinvest Deposited Cash held by it or cash deposited with it pursuant to Section 5.06 or Section 5.08 (hereinafter in this Section 9.05 called Replacement Funds) in Investment Securities, at such prices, including any premium and accrued interest, as are set forth in such Request, such Investment Securities to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

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.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, rent received by it for that purpose under the provisions of Section 5.04(B) (1) (b).

The Company, if not to the knowledge of the Trustee in default under the terms hereof, shall be entitled to receive any interest allowed as provided in the first paragraph of this Section 9.05, or any interest paid by any bank or bankers on deposits to the credit of the Trustee with such bank or bankers pursuant to Section 2.01, and any interest (in excess of accrued interest, brokers' fees or other expenses paid from Deposited Cash at the time of purchase) or other profit which may be realized from any sale or redemption of Investment Securities.

ing from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, trust certificate guaranty or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) the Trustee may consult with counsel, and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with such Opinion of Counsel;

(c) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request, order or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Agreement, unless such holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby;

(d) the Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement; and

(e) no provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The provisions of this Section 9.03, which have been made specifically applicable to the Trustee, shall also apply to any co-trustee or separate trustee appointed pursuant to Section 9.14.

SECTION 9.04. Application of Rentals; Responsibility of Trustee to Insure or Record. The Trustee covenants and agrees to apply the rentals received by it under Section 5.04(B) when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in said Section 5.04(B).

Except as otherwise provided in Section 9.02, 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; and, except as aforesaid, the Trustee shall not be responsible for the filing or recording or refiling or rerecording of this Agreement or of any supplement hereto or statement of new numbers. The provisions of

been cured), the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own wilful misconduct, except that

(a) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement;

(b) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement.

The provisions of this Section 9.02, which have been made specifically applicable to the Trustee, shall also apply to any co-trustee or separate trustee appointed pursuant to Section 9.14.

SECTION 9.03. *Certain Rights of the Trustee.* Except as otherwise provided in Section 9.02:

(a) the Trustee may rely and shall be protected in acting or refrain-

transfer and substitution, such report to be so transmitted within 90 days after such time, and (ii) the character and amount of any advances (and if they elect so to state, the circumstances surrounding the making thereof) made by them, as trustees hereunder, since the date of the last report transmitted pursuant to the provisions of Section 8.04(a) (or if no such report has yet been so transmitted, since the date of execution of this Agreement), for the reimbursement of which they claim or may claim a lien or charge, prior to that of the Trust Certificates, on the trust estate or on property or funds held or collected by them, as trustees hereunder, and which they have not previously reported pursuant to this Section 8.04(b), except that they shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal amount of Trust Certificates outstanding at such time, such report to be transmitted within 90 days after such time.

(c) Reports pursuant to this Section 8.04 shall be transmitted by mail:

(1) to all holders of Trust Certificates, as the names and addresses of such holders appear upon the registration books of the Trustee;

(2) to such holders of Trust Certificates as have, within the two years preceding such transmission, filed their names and addresses with the Trustee for that purpose; and

(3) except in the case of reports pursuant to Section 8.04(b), to each holder of a Trust Certificate whose name and address is preserved at the time by the Trustee, as provided in Section 8.02(a).

(d) A copy of each such report shall, at the time of such transmission to holders of the Trust Certificates, be filed by the Trustee with each stock exchange, if any, upon which the Trust Certificates are listed and also with the Commission. The Company agrees to notify the Trustee when and as the Trust Certificates become listed on any stock exchange.

ARTICLE NINE

THE TRUSTEE

SECTION 9.01. *Acceptance of Trusts.* The Trustee hereby accepts the trust imposed upon it by this Agreement, and covenants and agrees to perform the same as herein expressed.

SECTION 9.02. *Duties and Responsibilities of the Trustee; During Default; Prior to Default.* In case an Event of Default has occurred (which has not

Trust Certificates) to them in their individual capacity, on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in Section 9.12(b)(2), (3), (4), or (6);

(4) the property and funds, if any, physically in their possession, as trustees hereunder, on the date of such report;

(5) any release, assignment or transfer, or release, assignment or transfer and substitution, of any Trust Equipment (and the consideration therefor, if any) which they have not previously reported; *provided, however*, that to the extent that the aggregate fair value (as shown by the Engineer's Certificates furnished to the Trustee in respect thereof) of any or all of such released, assigned or transferred Trust Equipment does not exceed an amount equal to 1% of the principal amount of Trust Certificates then outstanding, the report need only indicate the number of such releases, assignments or transfers, the total value of Trust Equipment released, assigned or transferred as shown by said Engineer's Certificates, the aggregate amount of cash received and the aggregate fair value of Trust Equipment received in substitution therefor as shown by said Engineer's Certificates;

(6) any additional issue of Trust Certificates which they have not previously reported; and

(7) any action taken by them, or any of them, in the performance of their duties under this Agreement which they have not previously reported and which in their opinion materially affects the Trust Certificates or the trust estate, except action in respect of a default, notice of which has been or is to be withheld in accordance with the provisions of Section 6.07.

(b) The Trustee and every co-trustee or separate trustee appointed pursuant to Section 9.14 shall transmit to the holders of the Trust Certificates, as provided in Section 8.04(c), a brief report with respect to (i) the release, assignment or transfer, or release, assignment or transfer and substitution, of any Trust Equipment (and the consideration therefor, if any) unless the fair value of such Trust Equipment (as set forth in the Engineer's Certificate furnished to the Trustee in respect thereof) is less than 10% of the principal amount of Trust Certificates outstanding at the time of such release, assignment or transfer, or such release, assignment or

(b) to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents, and reports with respect to compliance by the Company with the conditions and covenants provided for in this Agreement as may be required from time to time by such rules and regulations; and

(c) to transmit to the holders of the Trust Certificates, within 30 days after the filing thereof with the Trustee, in the manner and to the extent provided in Section 8.04(c) with respect to reports pursuant to Section 8.04(a), such summaries of any information, documents, and reports required to be filed by the Company pursuant to Section 8.03(a) and (b) as may be required by rules and regulations prescribed from time to time by the Commission.

SECTION 8.04. *Reports by the Trustee.* (a) On or before October 1, 1972, and on or before October 1 in every year thereafter, so long as any Trust Certificates are outstanding hereunder, the Trustee and every co-trustee or separate trustee appointed pursuant to Section 9.14 shall transmit to the holders of the Trust Certificates, as hereinafter in this Section 8.04 provided, a brief report (which may be made by them jointly or separately) dated as of the preceding August 1 with respect to:

(1) their eligibility under Section 9.08 and their qualifications under Section 9.07, or in lieu thereof, if to the best of their knowledge they have continued to be eligible and qualified under said Sections, a written statement to such effect;

(2) the character and amount of any advances (and if they elect so to state, the circumstances surrounding the making thereof) made by them (as trustees hereunder) which remain unpaid on the date of such report, and for the reimbursement of which they claim or may claim a lien or charge, prior to that of the Trust Certificates, on the trust estate or on any property or funds held or collected by them, as trustees hereunder, except that they shall not be required (but may elect) to report such advances if such advances so remaining unpaid aggregate not more than $\frac{1}{2}$ of 1% of the principal amount of the Trust Certificates outstanding on the date of such report;

(3) the amount, interest rate, and maturity date of all other indebtedness owing by the Company (or by any other obligor on the

mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the holders of Trust Certificates or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, the Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Trustee shall mail copies of such material to all such holders of the Trust Certificates with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Each and every holder of the Trust Certificates, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any paying agent shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the holders of the Trust Certificates in accordance with the provisions of Section 8.02(b), regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 8.02(b).

SECTION 8.03. *Reports by the Company.* The Company covenants:

(a) to file with the Trustee, within 15 days after the Company is required to file the same with the Commission, copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Commission pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents, or reports pursuant to either of said sections, then to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents, and reports which may be required pursuant to section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

payment date on the Trust Certificates, a list containing the names and addresses of the holders of Trust Certificates obtained from such information since the delivery of the next previous list, if any, (3) destroy any list delivered to itself as Trustee which was compiled from information received by it as paying agent or registrar (if so acting) hereunder upon the receipt of a new list so delivered and (4) destroy any information filed with it pursuant to the provisions of Section 8.04(c)(2) but not until two years after such information had been filed with it.

(b) In case three or more holders of Trust Certificates (hereinafter referred to as "applicants") apply in writing to the Trustee, and furnish to the Trustee reasonable proof that each such applicant has owned a Trust Certificate for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other holders of Trust Certificates with respect to their rights under this Agreement or under the Trust Certificates and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Trustee shall, within five business days after the receipt of such application, at its election, either

(1) afford such applicants access to the information preserved at the time by the Trustee in accordance with the provisions of Section 8.02(a), or

(2) inform such applicants as to the approximate number of holders of Trust Certificates whose names and addresses appear in the information preserved at the time by the Trustee in accordance with the provisions of Section 8.02(a), and as to the approximate cost of mailing to such holders of the Trust Certificates the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each holder of a Trust Certificate whose name and address appears in the information preserved at the time by the Trustee in accordance with the provisions of Section 8.02(a), a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five days after such tender, the Trustee shall mail to such applicants, and file with the Commission together with a copy of the material to be

SECTION 7.04. *Further Assurances.* The Company covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

ARTICLE EIGHT

LISTS OF HOLDERS OF THE TRUST CERTIFICATES AND REPORTS BY THE COMPANY AND THE TRUSTEE

SECTION 8.01. *Company to Furnish Trustee Information as to Names and Addresses of Holders of the Trust Certificates.* The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee during the periods November 15 to November 30, inclusive, and May 16 to May 31, inclusive, in each year, beginning with May, 1972, and at such other times as the Trustee may request in writing, within 30 days after receipt by the Company of any such request, a list in such form as the Trustee may reasonably require containing all the information in the possession or control of the Company as to the names and addresses of the holders of Trust Certificates obtained since the date as of which the next previous list, if any, was furnished; *provided, however*, that so long as the Trustee is the registrar of the Trust Certificates pursuant to Section 2.06, no such list need be furnished. Any such list may be dated as of a date not more than 15 days prior to the time such information is furnished or caused to be furnished and need not include information received after such date.

SECTION 8.02. *Preservation of Information; Communications to Holders of the Trust Certificates.* (a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of Trust Certificates (1) contained in the most recent list furnished to it as provided in Section 8.01, (2) received by it in the capacity of paying agent or registrar (if so acting) hereunder and (3) filed with it within the two preceding years pursuant to the provisions of Section 8.04(c)(2).

The Trustee may (1) destroy any list furnished to it as provided in Section 8.01 upon receipt of a new list so furnished, (2) destroy any information received by it as paying agent or registrar (if so acting) hereunder upon delivering to itself as Trustee, not earlier than 45 days after an interest

The Company will, promptly after the execution and delivery of this Agreement and each supplement hereto, respectively, cause this Agreement and such supplement to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Company will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments, and file, register and record this Agreement and each supplement hereto in all other jurisdictions, required by law or reasonably requested by the Trustee for the purposes of proper protection of the title of the Trustee and the rights of the holders of the Trust Certificates and of fully carrying out and effectuating this Agreement and the intent hereof; *provided, however*, that the Company shall not be required to take any such action if (1) the Company deems such action unduly burdensome and (2) after giving effect to the failure to take such action, the Company has taken all action required by law so as to protect the title of the Trustee to units of Equipment having a fair value of not less than 90% of the aggregate fair value of all of the Trust Equipment (such fair value to be determined in the manner provided in subparagraph (1) of the penultimate paragraph of Section 5.06).

Promptly after the execution and delivery of this Agreement and each supplement hereto, the Company will furnish to the Trustee an Opinion of Counsel stating that, in the opinion of such counsel, this Agreement or such supplement, as the case may be, has been properly recorded and filed so as effectively to protect the title of the Trustee to the Trust Equipment and its rights and the rights of the holders of the Trust Certificates hereunder and thereunder and reciting the details of such action or stating that in the opinion of such Counsel no such action is necessary; and the Company shall furnish to the Trustee, not more than three months after the anniversary in each year, commencing with the year 1972, of the first recording or filing of this Agreement, an Opinion of Counsel stating either that, in the opinion of such counsel, (i) such action has been taken with respect to the recording, filing, rerecording and refiling of this Agreement and each supplement hereto as is necessary for the proper protection of the title of the Trustee to the Trust Equipment and the rights of the Trustee and holders of the Trust Certificates hereunder and thereunder and reciting the details of such action, or (ii) no such action is necessary for any of such purposes.

payable, in accordance with the provisions thereof or of this Agreement (and, if not so paid, with interest thereon until paid at the rate of $8\frac{1}{2}\%$ per annum to the extent legally enforceable), and shall receive interest thereon in like money at the rate specified therein, at the times and place and otherwise as expressed in the Trust Certificates (and, if not so paid, with interest thereon until paid at the rate of $8\frac{1}{2}\%$ per annum 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 interest thereon, in substantially the form hereinbefore set forth. Said guaranty so endorsed shall be signed in the name and on behalf of the Company by the manual or facsimile signature of its President or a Vice President. In case any officer of the Company whose signature shall appear on said guaranty shall cease to be such officer 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 such officer.

SECTION 7.02. *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 Company therein; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, provided that such contest will not materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates and the Company shall have furnished the Trustee with an Opinion of Counsel to such effect.

SECTION 7.03. *Payment of Expenses; Recording.* The Company covenants and agrees to pay the expenses incident to the preparation and execution of the Trust Certificates to be issued hereunder, or connected with the preparation, execution, recording and filing hereof and of any instruments executed under the provisions hereof with respect to the Trust Equipment.

of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; *provided, however*, that, subject to the provisions of Section 9.02, the Trustee shall have the right to decline to follow any such direction if the Trustee, being advised by counsel, determines that the action so directed may not lawfully be taken.

SECTION 6.11. *Right of Court to Require Filing of Undertaking to Pay Costs.* All parties to this Agreement agree, and each holder of any Trust Certificate by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 6.11 shall not apply to any suit instituted by the Trustee, to any suit instituted by any holder of a Trust Certificate, or group of holders of the Trust Certificates, holding in the aggregate more than 10% in principal amount of the Trust Certificates outstanding, or to any suit instituted by any holder of a Trust Certificate for the enforcement of the payment of the principal of, or interest on, any Trust Certificate on or after the due date expressed in such Trust Certificate.

SECTION 6.12. *Remedies Cumulative.* The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity.

ARTICLE SEVEN

ADDITIONAL COVENANTS AND AGREEMENTS BY THE COMPANY

SECTION 7.01. *Guaranty of Company.* The Company covenants, agrees and guarantees that the holder of each of the Trust Certificates shall receive the principal amount thereof, 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, when and as the same shall become due and

thereof, as hereinbefore provided, and unless also the holders of a majority in aggregate principal amount of the Trust Certificates then outstanding shall have made written request to the Trustee to institute such action or proceedings in its own name as trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such action or proceedings and no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 6.10; it being understood and intended, and being expressly covenanted by the holder of every Trust Certificate with every other holder and the Trustee, that no one or more holders of Trust Certificates shall have any right in any manner whatever, by virtue or by availing of any provision of this Agreement, to affect, disturb, or prejudice the rights of any other holder of Trust Certificates, or to obtain or seek to obtain priority over or preference to any other such holder or to enforce any right under this Agreement, except in the manner herein provided and for the equal, ratable and common benefit of all holders of Trust Certificates. For the protection and enforcement of the provisions of this Section 6.08, each and every holder of a Trust Certificate and the Trustee shall be entitled to such relief as can be given either at law or in equity.

SECTION 6.09. *Unconditional Right of Holders of Trust Certificates to Sue for Principal and Interest.* Notwithstanding any other provision in this Agreement, the right of any holder of any Trust Certificate to receive payment of the principal of, and interest on, such Trust Certificate, on or after the respective due dates expressed in such Trust Certificate, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder, except no such suit shall be instituted if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the title reserved under this Agreement upon any property subject hereto.

SECTION 6.10. *Control by Holders of Trust Certificates.* The holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding shall have the right to direct the time, method, and place

SCHEDULE A (Continued)

DESCRIPTION OF TRUST EQUIPMENT (Continued)

<u>Quantity</u>	<u>A.A.R. Mechanical Designa- tion Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
316	TP	33800	37471, 37482, 37485, 37488, 37490, 37491, 37619, 37620, 37624-37641, 37645-37650, 37652-7654, 37656-37668, 37670-37679, 37681, 37685, 37686, 37688, 37689, 37691-37693, 37697-37699, 37703, 37705-37707, 37709-37711, 37713, 37715-37719, 37721, 37722, 37725, 37726, 37729-37739, 37741, 37743, 37745, 37746, 37750, 37751, 37753, 37755, 37760, 37761, 37763-37765, 37767-37770, 37772, 37774, 37779-37781, 37783, 37784, 37786-37788, 37790-37793, 37796, 37797, 37800-37804, 37807-37809, 37811, 37812, 37814, 37816, 37818-37824, 37827, 37829-37832, 37834, 37835, 37838, 37839, 37841-37843, 37845, 37847, 37850, 37851, 37853, 37856-37860, 37864, 37865, 37867, 37870, 37872, 37874-37876, 37878-37880, 37883, 37884, 37887-37892, 37898, 37902-37904, 37906, 37907, 37909-37911, 37913, 37914, 37917, 37918, 37922-37927, 37929, 37930, 37932, 37933, 37935, 37938, 37939, 37941, 37942, 37944, 37946, 37947, 37949, 37951, 37952, 37955, 37956, 37958, 37959, 37964, 37966, 37968-37971, 37973, 37974, 37976-37981, 37983-37986, 37989, 37992-37994, 37996-37998, 38091, 38093, 38094, 38096, 38098-38105, 38108, 38109, 38111, 38112, 38116, 38117, 38120, 38122, 38126, 38128, 38129, 38131, 38133, 38135, 38139, 38143-38145, 38229, 38244, 38396, 38398, 38399, 38406, 38408, 38409, 38411, 38414, 38416, 38787, 38789-38791, 38793, 38794, 38797-38799, 38854, 38869, 38885, 38889, 38891, 38895-38897, 38989, 38991, 38995, 38997, 38998
140	TMI	8000	74000, 74001, 74003-74006, 74008-74012, 74016-74019, 74022, 74023, 74025-74030, 74031, 74034-74038, 74040-74046, 74048-74050, 74052, 74053, 74055, 74056, 74059, 74060, 74062-74064, 74066-74070, 74074-74080, 74082, 74083, 74085, 74087, 74089-74093, 74096, 74122, 74123, 74125-74132, 74134, 74136-74145, 74147, 74148, 76837-76841, 76843, 76844, 76846, 76847, 76892, 76920, 76923-76929, 76931, 76933, 76938, 76940, 77002, 77015, 77022, 77023, 77075, 77076, 77078, 77080-77084, 77087, 77089, 77093, 77095, 77097-77099, 78219, 78228, 78238, 78609, 78613, 78626, 80278
1	TMI	10204	76912

SCHEDULE A (Continued)

DESCRIPTION OF TRUST EQUIPMENT (Continued)

<u>Quantity</u>	<u>A.A.R. Mechanical Designa- tion Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
11	TMI	10500	76374, 76391, 76394, 76445, 76473, 76521, 76527, 76547, 76588, 76603, 76634
22	TMI	12200	42231-42252
25	TMI	13333	75940-75945, 75947, 75949-75952, 75954, 75960, 75962, 75964-75966, 75971, 75974, 75978-75980, 75983, 75986, 75988
6	TMI	16000	76864-76866, 76870-76872
5	TMI	16800	74800, 74802-74805
15	TMI	17000	74875, 74886, 74893, 74894, 74896-74899, 74901-74904, 74922-74924
77	TMI	20000	25817-25836, 48014, 48034, 48038, 48051, 48065, 48070, 48073, 48077, 48080, 48360, 75497, 75498, 75502-75504, 75507-75510, 75518, 75519, 75521, 75524, 75525-75529, 75531-75535, 75537, 75539-75544, 76700, 76739, 76764, 76767, 76768, 76779, 76791, 76800, 76812, 76931, 76974, 76999, 77041, 77105, 77180, 77251, 77258
1	TMI	22500	75346
54	TMI	23500	75385, 75388, 75398, 75407, 75409, 75415, 75421, 75423, 75424, 75427, 75431-75435, 75441, 75442, 75449, 75452, 75453, 75458, 75461, 75464, 75465, 75468, 75470, 75473, 75474, 75483, 75484, 75486, 75489, 75493, 75495, 77262, 77289, 77291, 77316, 77321, 77331, 77332, 77458, 77460, 77463, 77464, 77489, 77496, 77531, 77558, 77569, 77600, 77611, 77622, 77624
31	TMI	26000	74642, 74643, 74646, 74651-74654, 74656, 74658, 74660-74665, 74668, 74670, 74671, 74673, 74677, 74678, 74683, 74687, 74689, 74691-74693, 74695, 74698, 74699
24	TMI	29000	75547, 75549-75554, 75556-75558, 75560-75562, 75564, 75566-75570, 75572, 75574-75577
7	TPA	14000	13129, 13134, 13147-13151
29	TPI	17300	28084, 28086, 28087, 28091-28093, 28095-28097, 28101-28105, 28109-28113, 28115-28118, 28122, 28125, 28127-28130
15	TPI	25000	28478-28480, 28482, 28485-28487, 28489, 28490, 28492-28494, 28496, 28498, 28499
39	TPI	25700	28500, 28501, 28503-28508, 28510-28513, 28515-28519, 28521-28524, 28526-28530, 28533-28536, 28539-28542, 28544, 28546-28548, 28550

Section 9.07, it shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in Section 9.09.

(b) In the event that the Trustee shall fail to comply with the provisions of Section 9.07(a) the Trustee shall, within ten days after the expiration of such 90-day period, transmit notice of such failure to the holders of the Trust Certificates in the manner and to the extent provided in Section 8.04(c) with respect to reports pursuant to Section 8.04(a).

(c) For the purposes of this Section 9.07 the Trustee shall be deemed to have a conflicting interest if

(1) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding, unless such other indenture is a collateral trust indenture under which the only collateral consists of Trust Certificates issued under this Agreement, *provided*, that there shall be excluded from the operation of this paragraph any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Commission and after opportunity for hearing thereon, that trusteeship under this Agreement and such other indenture or indentures is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify the Trustee from acting as such under one of such indentures;

(2) the Trustee or any of its directors or executive officers is an obligor upon the Trust Certificates or an underwriter for the Company;

(3) the Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(4) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of the Company, or of an underwriter (other than the Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (i) one individual may be a director or an executive officer, or both, of the Trustee and a director or an executive officer, or both, of the Company, but may not be at the same time an executive officer of both the Trustee and the Company, (ii) if and so long as the number of directors of the Trustee in office is more than nine, one additional

individual may be a director or an executive officer, or both, of the Trustee and a director of the Company and (iii) the Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent, or depository, or in any other similar capacity, or, subject to the provisions of Section 9.07(c)(1), to act as trustee, whether under an indenture or otherwise;

(5) 10% or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner, or executive officer thereof, or 20% or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or 10% or more of the voting securities of the Trustee is beneficially owned either by an underwriter for the Company or by any director, partner, or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, (i) 5% or more of the voting securities, or 10% or more of any other class of security, of the Company, not including the Trust Certificates and securities issued under any other indenture under which the Trustee is also trustee or (ii) 10% or more of any class of security of an underwriter for the Company;

(7) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, 5% or more of the voting securities of any person who, to the knowledge of the Trustee, owns 10% or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company;

(8) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, 10% or more of any class of security of any person who, to the knowledge of the Trustee, owns 50% or more of the voting securities of the Company; or

(9) the Trustee owns, on May 15th in any calendar year, in the capacity of executor, administrator, testamentary or *inter vivos* trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of 25% or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under Section 9.07(c) (6), (7) or (8). As to any such securities of which the Trustee acquired ownership through becoming executor, administrator, or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of two years from

been cured), the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own wilful misconduct, except that

(a) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement;

(b) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement.

The provisions of this Section 9.02, which have been made specifically applicable to the Trustee, shall also apply to any co-trustee or separate trustee appointed pursuant to Section 9.14.

SECTION 9.03. *Certain Rights of the Trustee.* Except as otherwise provided in Section 9.02:

(a) the Trustee may rely and shall be protected in acting or refrain-

transfer and substitution, such report to be so transmitted within 90 days after such time, and (ii) the character and amount of any advances (and if they elect so to state, the circumstances surrounding the making thereof) made by them, as trustees hereunder, since the date of the last report transmitted pursuant to the provisions of Section 8.04(a) (or if no such report has yet been so transmitted, since the date of execution of this Agreement), for the reimbursement of which they claim or may claim a lien or charge, prior to that of the Trust Certificates, on the trust estate or on property or funds held or collected by them, as trustees hereunder, and which they have not previously reported pursuant to this Section 8.04(b), except that they shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal amount of Trust Certificates outstanding at such time, such report to be transmitted within 90 days after such time.

(c) Reports pursuant to this Section 8.04 shall be transmitted by mail:

(1) to all holders of Trust Certificates, as the names and addresses of such holders appear upon the registration books of the Trustee;

(2) to such holders of Trust Certificates as have, within the two years preceding such transmission, filed their names and addresses with the Trustee for that purpose; and

(3) except in the case of reports pursuant to Section 8.04(b), to each holder of a Trust Certificate whose name and address is preserved at the time by the Trustee, as provided in Section 8.02(a).

(d) A copy of each such report shall, at the time of such transmission to holders of the Trust Certificates, be filed by the Trustee with each stock exchange, if any, upon which the Trust Certificates are listed and also with the Commission. The Company agrees to notify the Trustee when and as the Trust Certificates become listed on any stock exchange.

ARTICLE NINE

THE TRUSTEE

SECTION 9.01. *Acceptance of Trusts.* The Trustee hereby accepts the trust imposed upon it by this Agreement, and covenants and agrees to perform the same as herein expressed.

SECTION 9.02. *Duties and Responsibilities of the Trustee; During Default; Prior to Default.* In case an Event of Default has occurred (which has not

Trust Certificates) to them in their individual capacity, on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in Section 9.12(b)(2), (3), (4), or (6);

(4) the property and funds, if any, physically in their possession, as trustees hereunder, on the date of such report;

(5) any release, assignment or transfer, or release, assignment or transfer and substitution, of any Trust Equipment (and the consideration therefor, if any) which they have not previously reported; *provided, however*, that to the extent that the aggregate fair value (as shown by the Engineer's Certificates furnished to the Trustee in respect thereof) of any or all of such released, assigned or transferred Trust Equipment does not exceed an amount equal to 1% of the principal amount of Trust Certificates then outstanding, the report need only indicate the number of such releases, assignments or transfers, the total value of Trust Equipment released, assigned or transferred as shown by said Engineer's Certificates, the aggregate amount of cash received and the aggregate fair value of Trust Equipment received in substitution therefor as shown by said Engineer's Certificates;

(6) any additional issue of Trust Certificates which they have not previously reported; and

(7) any action taken by them, or any of them, in the performance of their duties under this Agreement which they have not previously reported and which in their opinion materially affects the Trust Certificates or the trust estate, except action in respect of a default, notice of which has been or is to be withheld in accordance with the provisions of Section 6.07.

(b) The Trustee and every co-trustee or separate trustee appointed pursuant to Section 9.14 shall transmit to the holders of the Trust Certificates, as provided in Section 8.04(c), a brief report with respect to (i) the release, assignment or transfer, or release, assignment or transfer and substitution, of any Trust Equipment (and the consideration therefor, if any) unless the fair value of such Trust Equipment (as set forth in the Engineer's Certificate furnished to the Trustee in respect thereof) is less than 10% of the principal amount of Trust Certificates outstanding at the time of such release, assignment or transfer, or such release, assignment or

(b) to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents, and reports with respect to compliance by the Company with the conditions and covenants provided for in this Agreement as may be required from time to time by such rules and regulations; and

(c) to transmit to the holders of the Trust Certificates, within 30 days after the filing thereof with the Trustee, in the manner and to the extent provided in Section 8.04(c) with respect to reports pursuant to Section 8.04(a), such summaries of any information, documents, and reports required to be filed by the Company pursuant to Section 8.03(a) and (b) as may be required by rules and regulations prescribed from time to time by the Commission.

SECTION 8.04. *Reports by the Trustee.* (a) On or before October 1, 1972, and on or before October 1 in every year thereafter, so long as any Trust Certificates are outstanding hereunder, the Trustee and every co-trustee or separate trustee appointed pursuant to Section 9.14 shall transmit to the holders of the Trust Certificates, as hereinafter in this Section 8.04 provided, a brief report (which may be made by them jointly or separately) dated as of the preceding August 1 with respect to:

(1) their eligibility under Section 9.08 and their qualifications under Section 9.07, or in lieu thereof, if to the best of their knowledge they have continued to be eligible and qualified under said Sections, a written statement to such effect;

(2) the character and amount of any advances (and if they elect so to state, the circumstances surrounding the making thereof) made by them (as trustees hereunder) which remain unpaid on the date of such report, and for the reimbursement of which they claim or may claim a lien or charge, prior to that of the Trust Certificates, on the trust estate or on any property or funds held or collected by them, as trustees hereunder, except that they shall not be required (but may elect) to report such advances if such advances so remaining unpaid aggregate not more than $\frac{1}{2}$ of 1% of the principal amount of the Trust Certificates outstanding on the date of such report;

(3) the amount, interest rate, and maturity date of all other indebtedness owing by the Company (or by any other obligor on the

mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the holders of Trust Certificates or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, the Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Trustee shall mail copies of such material to all such holders of the Trust Certificates with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Each and every holder of the Trust Certificates, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any paying agent shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the holders of the Trust Certificates in accordance with the provisions of Section 8.02(b), regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 8.02(b).

SECTION 8.03. *Reports by the Company.* The Company covenants:

(a) to file with the Trustee, within 15 days after the Company is required to file the same with the Commission, copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Commission pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents, or reports pursuant to either of said sections, then to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents, and reports which may be required pursuant to section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

payment date on the Trust Certificates, a list containing the names and addresses of the holders of Trust Certificates obtained from such information since the delivery of the next previous list, if any, (3) destroy any list delivered to itself as Trustee which was compiled from information received by it as paying agent or registrar (if so acting) hereunder upon the receipt of a new list so delivered and (4) destroy any information filed with it pursuant to the provisions of Section 8.04(c)(2) but not until two years after such information had been filed with it.

(b) In case three or more holders of Trust Certificates (hereinafter referred to as "applicants") apply in writing to the Trustee, and furnish to the Trustee reasonable proof that each such applicant has owned a Trust Certificate for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other holders of Trust Certificates with respect to their rights under this Agreement or under the Trust Certificates and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Trustee shall, within five business days after the receipt of such application, at its election, either

(1) afford such applicants access to the information preserved at the time by the Trustee in accordance with the provisions of Section 8.02(a), or

(2) inform such applicants as to the approximate number of holders of Trust Certificates whose names and addresses appear in the information preserved at the time by the Trustee in accordance with the provisions of Section 8.02(a), and as to the approximate cost of mailing to such holders of the Trust Certificates the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each holder of a Trust Certificate whose name and address appears in the information preserved at the time by the Trustee in accordance with the provisions of Section 8.02(a), a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five days after such tender, the Trustee shall mail to such applicants, and file with the Commission together with a copy of the material to be

SECTION 7.04. *Further Assurances.* The Company covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

ARTICLE EIGHT

LISTS OF HOLDERS OF THE TRUST CERTIFICATES AND REPORTS BY THE COMPANY AND THE TRUSTEE

SECTION 8.01. *Company to Furnish Trustee Information as to Names and Addresses of Holders of the Trust Certificates.* The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee during the periods November 15 to November 30, inclusive, and May 16 to May 31, inclusive, in each year, beginning with May, 1972, and at such other times as the Trustee may request in writing, within 30 days after receipt by the Company of any such request, a list in such form as the Trustee may reasonably require containing all the information in the possession or control of the Company as to the names and addresses of the holders of Trust Certificates obtained since the date as of which the next previous list, if any, was furnished; *provided, however*, that so long as the Trustee is the registrar of the Trust Certificates pursuant to Section 2.06, no such list need be furnished. Any such list may be dated as of a date not more than 15 days prior to the time such information is furnished or caused to be furnished and need not include information received after such date.

SECTION 8.02. *Preservation of Information; Communications to Holders of the Trust Certificates.* (a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of Trust Certificates (1) contained in the most recent list furnished to it as provided in Section 8.01, (2) received by it in the capacity of paying agent or registrar (if so acting) hereunder and (3) filed with it within the two preceding years pursuant to the provisions of Section 8.04(c)(2).

The Trustee may (1) destroy any list furnished to it as provided in Section 8.01 upon receipt of a new list so furnished, (2) destroy any information received by it as paying agent or registrar (if so acting) hereunder upon delivering to itself as Trustee, not earlier than 45 days after an interest

The Company will, promptly after the execution and delivery of this Agreement and each supplement hereto, respectively, cause this Agreement and such supplement to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Company will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments, and file, register and record this Agreement and each supplement hereto in all other jurisdictions, required by law or reasonably requested by the Trustee for the purposes of proper protection of the title of the Trustee and the rights of the holders of the Trust Certificates and of fully carrying out and effectuating this Agreement and the intent hereof; *provided, however*, that the Company shall not be required to take any such action if (1) the Company deems such action unduly burdensome and (2) after giving effect to the failure to take such action, the Company has taken all action required by law so as to protect the title of the Trustee to units of Equipment having a fair value of not less than 90% of the aggregate fair value of all of the Trust Equipment (such fair value to be determined in the manner provided in subparagraph (1) of the penultimate paragraph of Section 5.06).

Promptly after the execution and delivery of this Agreement and each supplement hereto, the Company will furnish to the Trustee an Opinion of Counsel stating that, in the opinion of such counsel, this Agreement or such supplement, as the case may be, has been properly recorded and filed so as effectively to protect the title of the Trustee to the Trust Equipment and its rights and the rights of the holders of the Trust Certificates hereunder and thereunder and reciting the details of such action or stating that in the opinion of such Counsel no such action is necessary; and the Company shall furnish to the Trustee, not more than three months after the anniversary in each year, commencing with the year 1972, of the first recording or filing of this Agreement, an Opinion of Counsel stating either that, in the opinion of such counsel, (i) such action has been taken with respect to the recording, filing, rerecording and refiling of this Agreement and each supplement hereto as is necessary for the proper protection of the title of the Trustee to the Trust Equipment and the rights of the Trustee and holders of the Trust Certificates hereunder and thereunder and reciting the details of such action, or (ii) no such action is necessary for any of such purposes.

payable, in accordance with the provisions thereof or of this Agreement (and, if not so paid, with interest thereon until paid at the rate of $8\frac{1}{2}\%$ per annum to the extent legally enforceable), and shall receive interest thereon in like money at the rate specified therein, at the times and place and otherwise as expressed in the Trust Certificates (and, if not so paid, with interest thereon until paid at the rate of $8\frac{1}{2}\%$ per annum 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 interest thereon, in substantially the form hereinbefore set forth. Said guaranty so endorsed shall be signed in the name and on behalf of the Company by the manual or facsimile signature of its President or a Vice President. In case any officer of the Company whose signature shall appear on said guaranty shall cease to be such officer 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 such officer.

SECTION 7.02. *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 Company therein; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, provided that such contest will not materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates and the Company shall have furnished the Trustee with an Opinion of Counsel to such effect.

SECTION 7.03. *Payment of Expenses; Recording.* The Company covenants and agrees to pay the expenses incident to the preparation and execution of the Trust Certificates to be issued hereunder, or connected with the preparation, execution, recording and filing hereof and of any instruments executed under the provisions hereof with respect to the Trust Equipment.

of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; *provided, however*, that, subject to the provisions of Section 9.02, the Trustee shall have the right to decline to follow any such direction if the Trustee, being advised by counsel, determines that the action so directed may not lawfully be taken.

SECTION 6.11. *Right of Court to Require Filing of Undertaking to Pay Costs.* All parties to this Agreement agree, and each holder of any Trust Certificate by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 6.11 shall not apply to any suit instituted by the Trustee, to any suit instituted by any holder of a Trust Certificate, or group of holders of the Trust Certificates, holding in the aggregate more than 10% in principal amount of the Trust Certificates outstanding, or to any suit instituted by any holder of a Trust Certificate for the enforcement of the payment of the principal of, or interest on, any Trust Certificate on or after the due date expressed in such Trust Certificate.

SECTION 6.12. *Remedies Cumulative.* The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity.

ARTICLE SEVEN

ADDITIONAL COVENANTS AND AGREEMENTS BY THE COMPANY

SECTION 7.01. *Guaranty of Company.* The Company covenants, agrees and guarantees that the holder of each of the Trust Certificates shall receive the principal amount thereof, 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, when and as the same shall become due and

this paragraph, which have been made specifically applicable to the Trustee, shall also apply to any co-trustee or separate trustee appointed pursuant to Section 9.14.

SECTION 9.05. *Funds May be 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, and, if and to the extent permitted by applicable law or regulations of governmental authorities having jurisdiction over the Trustee, the Trustee will allow interest upon any such moneys held by it in trust at the rate generally prevailing among New York banks and trust companies or allowed by it upon deposits of a similar character.

At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on Request, shall invest and reinvest Deposited Cash held by it or cash deposited with it pursuant to Section 5.06 or Section 5.08 (hereinafter in this Section 9.05 called Replacement Funds) in Investment Securities, at such prices, including any premium and accrued interest, as are set forth in such Request, such Investment Securities to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

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.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, rent received by it for that purpose under the provisions of Section 5.04(B) (1) (b).

The Company, if not to the knowledge of the Trustee in default under the terms hereof, shall be entitled to receive any interest allowed as provided in the first paragraph of this Section 9.05, or any interest paid by any bank or bankers on deposits to the credit of the Trustee with such bank or bankers pursuant to Section 2.01, and any interest (in excess of accrued interest, brokers' fees or other expenses paid from Deposited Cash at the time of purchase) or other profit which may be realized from any sale or redemption of Investment Securities.

ing from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, trust certificate guaranty or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) the Trustee may consult with counsel, and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with such Opinion of Counsel;

(c) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request, order or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Agreement, unless such holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby;

(d) the Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement; and

(e) no provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The provisions of this Section 9.03, which have been made specifically applicable to the Trustee, shall also apply to any co-trustee or separate trustee appointed pursuant to Section 9.14.

SECTION 9.04. Application of Rentals; Responsibility of Trustee to Insure or Record. The Trustee covenants and agrees to apply the rentals received by it under Section 5.04(B) when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in said Section 5.04(B).

Except as otherwise provided in Section 9.02, 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; and, except as aforesaid, the Trustee shall not be responsible for the filing or recording or refiling or rerecording of this Agreement or of any supplement hereto or statement of new numbers. The provisions of

been cured), the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own wilful misconduct, except that

(a) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement;

(b) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement.

The provisions of this Section 9.02, which have been made specifically applicable to the Trustee, shall also apply to any co-trustee or separate trustee appointed pursuant to Section 9.14.

SECTION 9.03. *Certain Rights of the Trustee.* Except as otherwise provided in Section 9.02:

(a) the Trustee may rely and shall be protected in acting or refrain-

transfer and substitution, such report to be so transmitted within 90 days after such time, and (ii) the character and amount of any advances (and if they elect so to state, the circumstances surrounding the making thereof) made by them, as trustees hereunder, since the date of the last report transmitted pursuant to the provisions of Section 8.04(a) (or if no such report has yet been so transmitted, since the date of execution of this Agreement), for the reimbursement of which they claim or may claim a lien or charge, prior to that of the Trust Certificates, on the trust estate or on property or funds held or collected by them, as trustees hereunder, and which they have not previously reported pursuant to this Section 8.04(b), except that they shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal amount of Trust Certificates outstanding at such time, such report to be transmitted within 90 days after such time.

(c) Reports pursuant to this Section 8.04 shall be transmitted by mail:

(1) to all holders of Trust Certificates, as the names and addresses of such holders appear upon the registration books of the Trustee;

(2) to such holders of Trust Certificates as have, within the two years preceding such transmission, filed their names and addresses with the Trustee for that purpose; and

(3) except in the case of reports pursuant to Section 8.04(b), to each holder of a Trust Certificate whose name and address is preserved at the time by the Trustee, as provided in Section 8.02(a).

(d) A copy of each such report shall, at the time of such transmission to holders of the Trust Certificates, be filed by the Trustee with each stock exchange, if any, upon which the Trust Certificates are listed and also with the Commission. The Company agrees to notify the Trustee when and as the Trust Certificates become listed on any stock exchange.

ARTICLE NINE

THE TRUSTEE

SECTION 9.01. *Acceptance of Trusts.* The Trustee hereby accepts the trust imposed upon it by this Agreement, and covenants and agrees to perform the same as herein expressed.

SECTION 9.02. *Duties and Responsibilities of the Trustee; During Default; Prior to Default.* In case an Event of Default has occurred (which has not

Trust Certificates) to them in their individual capacity, on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in Section 9.12(b)(2), (3), (4), or (6);

(4) the property and funds, if any, physically in their possession, as trustees hereunder, on the date of such report;

(5) any release, assignment or transfer, or release, assignment or transfer and substitution, of any Trust Equipment (and the consideration therefor, if any) which they have not previously reported; *provided, however*, that to the extent that the aggregate fair value (as shown by the Engineer's Certificates furnished to the Trustee in respect thereof) of any or all of such released, assigned or transferred Trust Equipment does not exceed an amount equal to 1% of the principal amount of Trust Certificates then outstanding, the report need only indicate the number of such releases, assignments or transfers, the total value of Trust Equipment released, assigned or transferred as shown by said Engineer's Certificates, the aggregate amount of cash received and the aggregate fair value of Trust Equipment received in substitution therefor as shown by said Engineer's Certificates;

(6) any additional issue of Trust Certificates which they have not previously reported; and

(7) any action taken by them, or any of them, in the performance of their duties under this Agreement which they have not previously reported and which in their opinion materially affects the Trust Certificates or the trust estate, except action in respect of a default, notice of which has been or is to be withheld in accordance with the provisions of Section 6.07.

(b) The Trustee and every co-trustee or separate trustee appointed pursuant to Section 9.14 shall transmit to the holders of the Trust Certificates, as provided in Section 8.04(c), a brief report with respect to (i) the release, assignment or transfer, or release, assignment or transfer and substitution, of any Trust Equipment (and the consideration therefor, if any) unless the fair value of such Trust Equipment (as set forth in the Engineer's Certificate furnished to the Trustee in respect thereof) is less than 10% of the principal amount of Trust Certificates outstanding at the time of such release, assignment or transfer, or such release, assignment or

(b) to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents, and reports with respect to compliance by the Company with the conditions and covenants provided for in this Agreement as may be required from time to time by such rules and regulations; and

(c) to transmit to the holders of the Trust Certificates, within 30 days after the filing thereof with the Trustee, in the manner and to the extent provided in Section 8.04(c) with respect to reports pursuant to Section 8.04(a), such summaries of any information, documents, and reports required to be filed by the Company pursuant to Section 8.03(a) and (b) as may be required by rules and regulations prescribed from time to time by the Commission.

SECTION 8.04. *Reports by the Trustee.* (a) On or before October 1, 1972, and on or before October 1 in every year thereafter, so long as any Trust Certificates are outstanding hereunder, the Trustee and every co-trustee or separate trustee appointed pursuant to Section 9.14 shall transmit to the holders of the Trust Certificates, as hereinafter in this Section 8.04 provided, a brief report (which may be made by them jointly or separately) dated as of the preceding August 1 with respect to:

(1) their eligibility under Section 9.08 and their qualifications under Section 9.07, or in lieu thereof, if to the best of their knowledge they have continued to be eligible and qualified under said Sections, a written statement to such effect;

(2) the character and amount of any advances (and if they elect so to state, the circumstances surrounding the making thereof) made by them (as trustees hereunder) which remain unpaid on the date of such report, and for the reimbursement of which they claim or may claim a lien or charge, prior to that of the Trust Certificates, on the trust estate or on any property or funds held or collected by them, as trustees hereunder, except that they shall not be required (but may elect) to report such advances if such advances so remaining unpaid aggregate not more than $\frac{1}{2}$ of 1% of the principal amount of the Trust Certificates outstanding on the date of such report;

(3) the amount, interest rate, and maturity date of all other indebtedness owing by the Company (or by any other obligor on the

mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the holders of Trust Certificates or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, the Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Trustee shall mail copies of such material to all such holders of the Trust Certificates with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Each and every holder of the Trust Certificates, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any paying agent shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the holders of the Trust Certificates in accordance with the provisions of Section 8.02(b), regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 8.02(b).

SECTION 8.03. *Reports by the Company.* The Company covenants:

(a) to file with the Trustee, within 15 days after the Company is required to file the same with the Commission, copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with the Commission pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents, or reports pursuant to either of said sections, then to file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents, and reports which may be required pursuant to section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

payment date on the Trust Certificates, a list containing the names and addresses of the holders of Trust Certificates obtained from such information since the delivery of the next previous list, if any, (3) destroy any list delivered to itself as Trustee which was compiled from information received by it as paying agent or registrar (if so acting) hereunder upon the receipt of a new list so delivered and (4) destroy any information filed with it pursuant to the provisions of Section 8.04(c)(2) but not until two years after such information had been filed with it.

(b) In case three or more holders of Trust Certificates (hereinafter referred to as "applicants") apply in writing to the Trustee, and furnish to the Trustee reasonable proof that each such applicant has owned a Trust Certificate for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other holders of Trust Certificates with respect to their rights under this Agreement or under the Trust Certificates and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Trustee shall, within five business days after the receipt of such application, at its election, either

(1) afford such applicants access to the information preserved at the time by the Trustee in accordance with the provisions of Section 8.02(a), or

(2) inform such applicants as to the approximate number of holders of Trust Certificates whose names and addresses appear in the information preserved at the time by the Trustee in accordance with the provisions of Section 8.02(a), and as to the approximate cost of mailing to such holders of the Trust Certificates the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each holder of a Trust Certificate whose name and address appears in the information preserved at the time by the Trustee in accordance with the provisions of Section 8.02(a), a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five days after such tender, the Trustee shall mail to such applicants, and file with the Commission together with a copy of the material to be

SECTION 7.04. *Further Assurances.* The Company covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

ARTICLE EIGHT

LISTS OF HOLDERS OF THE TRUST CERTIFICATES AND REPORTS BY THE COMPANY AND THE TRUSTEE

SECTION 8.01. *Company to Furnish Trustee Information as to Names and Addresses of Holders of the Trust Certificates.* The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee during the periods November 15 to November 30, inclusive, and May 16 to May 31, inclusive, in each year, beginning with May, 1972, and at such other times as the Trustee may request in writing, within 30 days after receipt by the Company of any such request, a list in such form as the Trustee may reasonably require containing all the information in the possession or control of the Company as to the names and addresses of the holders of Trust Certificates obtained since the date as of which the next previous list, if any, was furnished; *provided, however*, that so long as the Trustee is the registrar of the Trust Certificates pursuant to Section 2.06, no such list need be furnished. Any such list may be dated as of a date not more than 15 days prior to the time such information is furnished or caused to be furnished and need not include information received after such date.

SECTION 8.02. *Preservation of Information; Communications to Holders of the Trust Certificates.* (a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of Trust Certificates (1) contained in the most recent list furnished to it as provided in Section 8.01, (2) received by it in the capacity of paying agent or registrar (if so acting) hereunder and (3) filed with it within the two preceding years pursuant to the provisions of Section 8.04(c)(2).

The Trustee may (1) destroy any list furnished to it as provided in Section 8.01 upon receipt of a new list so furnished, (2) destroy any information received by it as paying agent or registrar (if so acting) hereunder upon delivering to itself as Trustee, not earlier than 45 days after an interest

The Company will, promptly after the execution and delivery of this Agreement and each supplement hereto, respectively, cause this Agreement and such supplement to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Company will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments, and file, register and record this Agreement and each supplement hereto in all other jurisdictions, required by law or reasonably requested by the Trustee for the purposes of proper protection of the title of the Trustee and the rights of the holders of the Trust Certificates and of fully carrying out and effectuating this Agreement and the intent hereof; *provided, however*, that the Company shall not be required to take any such action if (1) the Company deems such action unduly burdensome and (2) after giving effect to the failure to take such action, the Company has taken all action required by law so as to protect the title of the Trustee to units of Equipment having a fair value of not less than 90% of the aggregate fair value of all of the Trust Equipment (such fair value to be determined in the manner provided in subparagraph (1) of the penultimate paragraph of Section 5.06).

Promptly after the execution and delivery of this Agreement and each supplement hereto, the Company will furnish to the Trustee an Opinion of Counsel stating that, in the opinion of such counsel, this Agreement or such supplement, as the case may be, has been properly recorded and filed so as effectively to protect the title of the Trustee to the Trust Equipment and its rights and the rights of the holders of the Trust Certificates hereunder and thereunder and reciting the details of such action or stating that in the opinion of such Counsel no such action is necessary; and the Company shall furnish to the Trustee, not more than three months after the anniversary in each year, commencing with the year 1972, of the first recording or filing of this Agreement, an Opinion of Counsel stating either that, in the opinion of such counsel, (i) such action has been taken with respect to the recording, filing, rerecording and refiling of this Agreement and each supplement hereto as is necessary for the proper protection of the title of the Trustee to the Trust Equipment and the rights of the Trustee and holders of the Trust Certificates hereunder and thereunder and reciting the details of such action, or (ii) no such action is necessary for any of such purposes.

payable, in accordance with the provisions thereof or of this Agreement (and, if not so paid, with interest thereon until paid at the rate of $8\frac{1}{2}\%$ per annum to the extent legally enforceable), and shall receive interest thereon in like money at the rate specified therein, at the times and place and otherwise as expressed in the Trust Certificates (and, if not so paid, with interest thereon until paid at the rate of $8\frac{1}{2}\%$ per annum 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 interest thereon, in substantially the form hereinbefore set forth. Said guaranty so endorsed shall be signed in the name and on behalf of the Company by the manual or facsimile signature of its President or a Vice President. In case any officer of the Company whose signature shall appear on said guaranty shall cease to be such officer 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 such officer.

SECTION 7.02. *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 Company therein; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, provided that such contest will not materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates and the Company shall have furnished the Trustee with an Opinion of Counsel to such effect.

SECTION 7.03. *Payment of Expenses; Recording.* The Company covenants and agrees to pay the expenses incident to the preparation and execution of the Trust Certificates to be issued hereunder, or connected with the preparation, execution, recording and filing hereof and of any instruments executed under the provisions hereof with respect to the Trust Equipment.

of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; *provided, however*, that, subject to the provisions of Section 9.02, the Trustee shall have the right to decline to follow any such direction if the Trustee, being advised by counsel, determines that the action so directed may not lawfully be taken.

SECTION 6.11. *Right of Court to Require Filing of Undertaking to Pay Costs.* All parties to this Agreement agree, and each holder of any Trust Certificate by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 6.11 shall not apply to any suit instituted by the Trustee, to any suit instituted by any holder of a Trust Certificate, or group of holders of the Trust Certificates, holding in the aggregate more than 10% in principal amount of the Trust Certificates outstanding, or to any suit instituted by any holder of a Trust Certificate for the enforcement of the payment of the principal of, or interest on, any Trust Certificate on or after the due date expressed in such Trust Certificate.

SECTION 6.12. *Remedies Cumulative.* The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity.

ARTICLE SEVEN

ADDITIONAL COVENANTS AND AGREEMENTS BY THE COMPANY

SECTION 7.01. *Guaranty of Company.* The Company covenants, agrees and guarantees that the holder of each of the Trust Certificates shall receive the principal amount thereof, 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, when and as the same shall become due and

thereof, as hereinbefore provided, and unless also the holders of a majority in aggregate principal amount of the Trust Certificates then outstanding shall have made written request to the Trustee to institute such action or proceedings in its own name as trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such action or proceedings and no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 6.10; it being understood and intended, and being expressly covenanted by the holder of every Trust Certificate with every other holder and the Trustee, that no one or more holders of Trust Certificates shall have any right in any manner whatever, by virtue or by availing of any provision of this Agreement, to affect, disturb, or prejudice the rights of any other holder of Trust Certificates, or to obtain or seek to obtain priority over or preference to any other such holder or to enforce any right under this Agreement, except in the manner herein provided and for the equal, ratable and common benefit of all holders of Trust Certificates. For the protection and enforcement of the provisions of this Section 6.08, each and every holder of a Trust Certificate and the Trustee shall be entitled to such relief as can be given either at law or in equity.

SECTION 6.09. *Unconditional Right of Holders of Trust Certificates to Sue for Principal and Interest.* Notwithstanding any other provision in this Agreement, the right of any holder of any Trust Certificate to receive payment of the principal of, and interest on, such Trust Certificate, on or after the respective due dates expressed in such Trust Certificate, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder, except no such suit shall be instituted if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the title reserved under this Agreement upon any property subject hereto.

SECTION 6.10. *Control by Holders of Trust Certificates.* The holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding shall have the right to direct the time, method, and place

SCHEDULE A (Continued)

DESCRIPTION OF TRUST EQUIPMENT (Continued)

<u>Quantity</u>	<u>A.A.R. Mechanical Designa- tion Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
316	TP	33800	37471, 37482, 37485, 37488, 37490, 37491, 37619, 37620, 37624-37641, 37645-37650, 37652-7654, 37656-37668, 37670-37679, 37681, 37685, 37686, 37688, 37689, 37691-37693, 37697-37699, 37703, 37705-37707, 37709-37711, 37713, 37715-37719, 37721, 37722, 37725, 37726, 37729-37739, 37741, 37743, 37745, 37746, 37750, 37751, 37753, 37755, 37760, 37761, 37763-37765, 37767-37770, 37772, 37774, 37779-37781, 37783, 37784, 37786-37788, 37790-37793, 37796, 37797, 37800-37804, 37807-37809, 37811, 37812, 37814, 37816, 37818-37824, 37827, 37829-37832, 37834, 37835, 37838, 37839, 37841-37843, 37845, 37847, 37850, 37851, 37853, 37856-37860, 37864, 37865, 37867, 37870, 37872, 37874-37876, 37878-37880, 37883, 37884, 37887-37892, 37898, 37902-37904, 37906, 37907, 37909-37911, 37913, 37914, 37917, 37918, 37922-37927, 37929, 37930, 37932, 37933, 37935, 37938, 37939, 37941, 37942, 37944, 37946, 37947, 37949, 37951, 37952, 37955, 37956, 37958, 37959, 37964, 37966, 37968-37971, 37973, 37974, 37976-37981, 37983-37986, 37989, 37992-37994, 37996-37998, 38091, 38093, 38094, 38096, 38098-38105, 38108, 38109, 38111, 38112, 38116, 38117, 38120, 38122, 38126, 38128, 38129, 38131, 38133, 38135, 38139, 38143-38145, 38229, 38244, 38396, 38398, 38399, 38406, 38408, 38409, 38411, 38414, 38416, 38787, 38789-38791, 38793, 38794, 38797-38799, 38854, 38869, 38885, 38889, 38891, 38895-38897, 38989, 38991, 38995, 38997, 38998
140	TMI	8000	74000, 74001, 74003-74006, 74008-74012, 74016-74019, 74022, 74023, 74025-74030, 74031, 74034-74038, 74040-74046, 74048-74050, 74052, 74053, 74055, 74056, 74059, 74060, 74062-74064, 74066-74070, 74074-74080, 74082, 74083, 74085, 74087, 74089-74093, 74096, 74122, 74123, 74125-74132, 74134, 74136-74145, 74147, 74148, 76837-76841, 76843, 76844, 76846, 76847, 76892, 76920, 76923-76929, 76931, 76933, 76938, 76940, 77002, 77015, 77022, 77023, 77075, 77076, 77078, 77080-77084, 77087, 77089, 77093, 77095, 77097-77099, 78219, 78228, 78238, 78609, 78613, 78626, 80278
1	TMI	10204	76912

SCHEDULE A (Continued)

DESCRIPTION OF TRUST EQUIPMENT (Continued)

<u>Quantity</u>	<u>A.A.R. Mechanical Designa- tion Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
11	TMI	10500	76374, 76391, 76394, 76445, 76473, 76521, 76527, 76547, 76588, 76603, 76634
22	TMI	12200	42231-42252
25	TMI	13333	75940-75945, 75947, 75949-75952, 75954, 75960, 75962, 75964-75966, 75971, 75974, 75978-75980, 75983, 75986, 75988
6	TMI	16000	76864-76866, 76870-76872
5	TMI	16800	74800, 74802-74805
15	TMI	17000	74875, 74886, 74893, 74894, 74896-74899, 74901-74904, 74922-74924
77	TMI	20000	25817-25836, 48014, 48034, 48038, 48051, 48065, 48070, 48073, 48077, 48080, 48360, 75497, 75498, 75502-75504, 75507-75510, 75518, 75519, 75521, 75524, 75525-75529, 75531-75535, 75537, 75539-75544, 76700, 76739, 76764, 76767, 76768, 76779, 76791, 76800, 76812, 76931, 76974, 76999, 77041, 77105, 77180, 77251, 77258
1	TMI	22500	75346
54	TMI	23500	75385, 75388, 75398, 75407, 75409, 75415, 75421, 75423, 75424, 75427, 75431-75435, 75441, 75442, 75449, 75452, 75453, 75458, 75461, 75464, 75465, 75468, 75470, 75473, 75474, 75483, 75484, 75486, 75489, 75493, 75495, 77262, 77289, 77291, 77316, 77321, 77331, 77332, 77458, 77460, 77463, 77464, 77489, 77496, 77531, 77558, 77569, 77600, 77611, 77622, 77624
31	TMI	26000	74642, 74643, 74646, 74651-74654, 74656, 74658, 74660-74665, 74668, 74670, 74671, 74673, 74677, 74678, 74683, 74687, 74689, 74691-74693, 74695, 74698, 74699
24	TMI	29000	75547, 75549-75554, 75556-75558, 75560-75562, 75564, 75566-75570, 75572, 75574-75577
7	TPA	14000	13129, 13134, 13147-13151
29	TPI	17300	28084, 28086, 28087, 28091-28093, 28095-28097, 28101-28105, 28109-28113, 28115-28118, 28122, 28125, 28127-28130
15	TPI	25000	28478-28480, 28482, 28485-28487, 28489, 28490, 28492-28494, 28496, 28498, 28499
39	TPI	25700	28500, 28501, 28503-28508, 28510-28513, 28515-28519, 28521-28524, 28526-28530, 28533-28536, 28539-28542, 28544, 28546-28548, 28550

Section 9.07, it shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in Section 9.09.

(b) In the event that the Trustee shall fail to comply with the provisions of Section 9.07(a) the Trustee shall, within ten days after the expiration of such 90-day period, transmit notice of such failure to the holders of the Trust Certificates in the manner and to the extent provided in Section 8.04(c) with respect to reports pursuant to Section 8.04(a).

(c) For the purposes of this Section 9.07 the Trustee shall be deemed to have a conflicting interest if

(1) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding, unless such other indenture is a collateral trust indenture under which the only collateral consists of Trust Certificates issued under this Agreement, *provided*, that there shall be excluded from the operation of this paragraph any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Commission and after opportunity for hearing thereon, that trusteeship under this Agreement and such other indenture or indentures is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify the Trustee from acting as such under one of such indentures;

(2) the Trustee or any of its directors or executive officers is an obligor upon the Trust Certificates or an underwriter for the Company;

(3) the Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(4) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of the Company, or of an underwriter (other than the Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (i) one individual may be a director or an executive officer, or both, of the Trustee and a director or an executive officer, or both, of the Company, but may not be at the same time an executive officer of both the Trustee and the Company, (ii) if and so long as the number of directors of the Trustee in office is more than nine, one additional

individual may be a director or an executive officer, or both, of the Trustee and a director of the Company and (iii) the Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent, or depository, or in any other similar capacity, or, subject to the provisions of Section 9.07(c)(1), to act as trustee, whether under an indenture or otherwise;

(5) 10% or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner, or executive officer thereof, or 20% or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or 10% or more of the voting securities of the Trustee is beneficially owned either by an underwriter for the Company or by any director, partner, or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, (i) 5% or more of the voting securities, or 10% or more of any other class of security, of the Company, not including the Trust Certificates and securities issued under any other indenture under which the Trustee is also trustee or (ii) 10% or more of any class of security of an underwriter for the Company;

(7) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, 5% or more of the voting securities of any person who, to the knowledge of the Trustee, owns 10% or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company;

(8) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, 10% or more of any class of security of any person who, to the knowledge of the Trustee, owns 50% or more of the voting securities of the Company; or

(9) the Trustee owns, on May 15th in any calendar year, in the capacity of executor, administrator, testamentary or *inter vivos* trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of 25% or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under Section 9.07(c) (6), (7) or (8). As to any such securities of which the Trustee acquired ownership through becoming executor, administrator, or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of two years from

the date of such acquisition, to the extent that such securities included in such estate do not exceed 25% of such voting securities or 25% of any such class of security. Promptly after May 15th in each calendar year, the Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of such May 15th. If the Company fails to make payment in full of the rentals payable hereunder in respect of the principal of, or interest on, any of the Trust Certificates when and as the same become due and payable, and such failure continues for 30 days thereafter, the Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such 30-day period, and after such date, notwithstanding the foregoing provisions of this paragraph, all such securities so held by the Trustee, with sole or joint control over such securities vested in it, shall, but only so long as such failure shall continue, be considered as though beneficially owned by the Trustee for the purposes of Section 9.07(c) (6), (7) and (8).

The specification of percentages in Section 9.07(c) (5) to (9), inclusive, shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of Section 9.07(c) (3) or (7).

For the purposes of Section 9.07(c) (6), (7), (8) and (9) only, (i) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (ii) an obligation shall be deemed to be in default when a default in payment of principal shall have continued for 30 days or more and shall not have been cured; and (iii) the Trustee shall not be deemed to be the owner or holder of (x) any security which it holds as collateral security, as trustee or otherwise, for an obligation which is not in default as defined in clause (ii) above, or (y) any security which it holds as collateral security under this Agreement, irrespective of any default hereunder, or (z) any security which it holds as agent for collection, or as custodian, escrow agent, or depository, or in any similar representative capacity.

Except as provided above, the word "security" or "securities" as used in this Agreement shall mean any equipment trust certificate, note, stock,

treasury stock, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas, or other mineral rights, or, in general, any interest or instrument commonly known as a "security," or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

(d) For the purposes of this Section 9.07:

(1) The term "underwriter" when used with reference to the Company shall mean every person who, within three years prior to the time as of which the determination is made, has purchased from the Company with a view to, or has offered or sold for the Company in connection with, the distribution of any security of the Company outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

(2) The term "director" shall mean any director of a corporation, or any individual performing similar functions with respect to any organization whether incorporated or unincorporated.

(3) The term "person" shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, an unincorporated organization, or a government or political subdivision thereof. As used in this paragraph (3), the term "trust" shall include only a trust where the interest or interests of the beneficiary or beneficiaries are evidenced by a security.

(4) The term "voting security" shall mean any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a person.

(5) The term "Company" shall mean any obligor upon the Trust Certificates.

(6) The term "executive officer" shall mean the president, every vice-president, every trust officer, the cashier, the secretary, and the treasurer of a corporation, and any individual customarily performing similar functions with respect to any organization whether incorporated or unincorporated, but shall not include the chairman of the board of directors.

The percentages of voting securities and other securities specified in this Section 9.07 shall be calculated in accordance with the following provisions:

(A) A specified percentage of the voting securities of the Trustee, the Company or any other person referred to in this Section 9.07 (each of whom is referred to as a "person" in this paragraph) means such amount of the outstanding voting securities of such person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(B) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(C) The term "amount," when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares, and the number of units if relating to any other kind of security.

(D) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

(i) securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(ii) securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(iii) securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise; and

(iv) securities held in escrow if placed in escrow by the issuer thereof;

provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(E) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges; *provided, however*, that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes; and *provided, further*, that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

The provisions of this Section 9.07, which have been made specifically applicable to the Trustee, shall also apply to any co-trustee or separate trustee appointed pursuant to Section 9.14.

SECTION 9.08. *Persons Eligible for Appointment as Trustee.* There shall at all times be a Trustee hereunder which (other than a co-trustee or separate trustee appointed pursuant to Section 9.14) shall be a corporation organized and doing business under the laws of the United States of America or of the State of Illinois or of the State of New York, having its principal office and place of business in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, having a combined capital and surplus of at least \$5,000,000, and which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 9.08, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 9.08, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.09.

SECTION 9.09. *Resignation and Removal; Appointment of Successor Trustee.* (a) The Trustee may at any time resign by giving written notice of resignation to the Company and by mailing notice of resignation to all holders of Trust Certificates at their last addresses appearing on the registry books. Upon receiving such notice of resignation, the Company shall

promptly appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors of the Company, one copy of which instrument shall be delivered to the Trustee so resigning and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any holder of a Trust Certificate who has been a bona fide holder of a Trust Certificate or Trust Certificates for at least six months may, subject to the provisions of Section 6.11, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(b) In case at any time any of the following shall occur:

(1) the Trustee shall fail to comply with the provisions of Section 9.07(a) after written request therefor by the Company or by any holder of a Trust Certificate who has been a bona fide holder of a Trust Certificate or Trust Certificates for at least six months, or

(2) the Trustee shall cease to be eligible in accordance with the provisions of Section 9.08 and shall fail to resign after written request therefor by the Company or by any such holder of a Trust Certificate, or

(3) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the Company may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed by order of its Board of Directors, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or, subject to the provisions of Section 6.11, any holder of a Trust Certificate who has been a bona fide holder of a Trust Certificate or Trust Certificates for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding may at any time remove the Trustee and appoint a successor trustee by delivering to the Trustee to be removed to the successor trustee so appointed and to the Company the evidence provided for in Section 10.01 of the action taken by the holders of the Trust Certificates.

(d) Any resignation or removal of the Trustee and any appointment of a successor trustee pursuant to any of the provisions of this Section 9.09 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 9.10.

The provisions of this Section 9.09, which have been made specifically applicable to the Trustee, shall also apply to any co-trustee or separate trustee appointed pursuant to Section 9.14.

SECTION 9.10. *Acceptance of Appointment by Successor Trustee.* Any successor trustee appointed as provided in Section 9.09 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder; but, nevertheless, on the written request of the Company or of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such trustee to secure any amounts then due it pursuant to the provisions of Section 9.06.

No successor trustee shall accept appointment as provided in this Section 9.10 unless at the time of such acceptance such successor trustee shall be qualified under the provisions of Section 9.07 and eligible under the provisions of Section 9.08.

Upon acceptance of appointment by a successor trustee as provided in this Section 9.10, the Company shall mail notice of the succession of such

trustee hereunder to the holders of the Trust Certificates at their last addresses appearing on the registry books. If the Company fails to mail such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Company.

SECTION 9.11. *Merger or Consolidation of Trustee.* Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be qualified under the provisions of Section 9.07 and eligible under the provisions of Section 9.08, 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.

SECTION 9.12. *Preferential Collection of Claims Against the Company.*
(a) Subject to the provisions of Section 9.12(b), if the Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company within four months prior to a default, as defined in Section 9.12(c), or subsequent to such a default, then, unless and until such default shall be cured, the Trustee shall set apart and hold in a special account for the benefit of the Trustee individually, the holders of the Trust Certificates and the holders of other indenture securities (as defined in Section 9.12(c)):

(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four-months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in Section 9.12(a)(2), or from the exercise of any right of set-off which the Trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(2) all property received by the Trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such four-months' period, or an amount equal to the proceeds of any such property, if disposed of, *subject, however*, to the rights, if any, of the Company and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of the Trustee

(A) to retain for its own account (i) payments made on account of any such claim by any person (other than the Company) who is liable thereon, and (ii) the proceeds of the *bona fide* sale of any such claim by the Trustee to a third person, and (iii) distributions made in cash, securities, or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law;

(B) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four-months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four-months' period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default as defined in Section 9.12(e) would occur within four months; or

(D) to receive payment on any claim referred to in paragraph (B) or (C), against the release of any property held as security for such claim as provided in paragraph (B) or (C), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (B), (C) and (D), property substituted after the beginning of such four-months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of the Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between the Trustee, the holders of the Trust Certificates and the holders of other indenture securities in such manner that the Trustee, the holders of the Trust Certificates and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in

proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law, the same percentage of their respective claims, figured before crediting to the claim of the Trustee anything on account of the receipt by it from the Company of the funds and property in such special account and before crediting to the respective claims of the Trustee, the holders of the Trust Certificates and the holders of other indenture securities dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this paragraph, with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable state law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership, or proceedings for reorganization is pending shall have jurisdiction (i) to apportion between the Trustee, the holders of the Trust Certificates and the holders of other indenture securities, in accordance with the provisions of this paragraph, the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this paragraph due consideration in determining the fairness of the distributions to be made to the Trustee, the holders of the Trust Certificates and the holders of other indenture securities with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

Any Trustee who has resigned or been removed after the beginning of such four-months' period shall be subject to the provisions of this subsection (a) as though such resignation or removal had not occurred. If any Trustee has resigned or been removed prior to the beginning of such four-months'

period, it shall be subject to the provisions of this subsection (a) i: and only if the following conditions exist:

(i) the receipt of property or reduction of claim, which would have given rise to the obligation to account, if such Trustee had continued as trustee, occurred after the beginning of such four-months' period; and

(ii) such receipt of property or reduction of claim occurred within four months after such resignation or removal.

(b) There shall be excluded from the operation of Section 9.12(a) a creditor relationship arising from

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one year or more at the time of acquisition by the Trustee;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction, or by this Agreement, for the purpose of preserving any property which shall at any time be subject to this Agreement or of discharging tax liens or other prior liens or encumbrances thereon, if notice of such advance and of the circumstances surrounding the making thereof is given to the holders of the Trust Certificates at the time and in the manner provided in this Agreement;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, conversion agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction as defined in Section 9.12(c);

(5) the ownership of stock or of other securities of a corporation organized under the provisions of section 25(a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Company; or

(6) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances, or obligations which fall within the classification of self-liquidating paper as defined in Section 9.12(c).

(c) As used in this Section 9.12:

(1) The term "default" shall mean any failure to make payment in full of the principal of or interest on any of the Trust Certificates or upon the other indenture securities when and as such principal or interest becomes due and payable.

(2) The term “other indenture securities” shall mean securities upon which the Company is an obligor (as defined in the Trust Indenture Act of 1939) outstanding under any other indenture (i) under which the Trustee is also trustee, (ii) which contains provisions substantially similar to the provisions of this Section 9.12, and (iii) under which a default exists at the time of the apportionment of the funds and property held in such special account.

(3) The term “cash transaction” shall mean any transaction in which full payment for goods or securities sold is made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand.

(4) The term “self-liquidating paper” shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacturing, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with the Company arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation.

(5) The term “Company” shall mean any obligor upon the Trust Certificates.

(6) The provisions of this Section 9.12, which have been made specifically applicable to the Trustee, shall also apply to any co-trustee or separate trustee appointed pursuant to Section 9.14.

SECTION 9.13. *Paying Agents.*

(a) Whenever the Trustee shall appoint a paying agent other than the Company, it will cause such paying agent to execute and deliver to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section 9.13,

(1) that it will hold all sums held by it as such agent for the payment of the principal of, or interest on, the Trust Certificates (whether such sums have been paid to it by the Company or by any other obligor on

the Trust Certificates) in trust for the benefit of the holders of the Trust Certificates and will notify the Trustee of the receipt of sums to be so held, and

(2) that it will give the Trustee notice of any failure by the Company (or by any other obligor on the Trust Certificates) to make any payment of the principal of, or interest on, the Trust Certificates when the same shall be due and payable.

(b) If the Company shall act as paying agent for the Trustee, it will, on or before each due date of the principal of, or interest on, the Trust Certificates, set aside, segregate and hold in trust for the benefit of the holders of the Trust Certificates a sum sufficient to pay such principal or interest so becoming due. The Company will promptly notify the Trustee of any failure to take such action.

SECTION 9.14. *Appointment of Co-Trustees or Separate Trustees.* If at any time or times it shall be necessary or prudent in order to conform to any law of any jurisdiction in which the Trust Equipment or any thereof is located, or the Trustee shall be advised by counsel, satisfactory to it, that it is so necessary or prudent in the interest of the holders of the Trust Certificates, the Trustee and the Company shall execute and deliver all instruments and agreements necessary or proper to constitute another bank or trust company or one or more persons approved by the Trustee and the Company, either to act as co-trustee or co-trustees, jointly with the Trustee, or to act as separate trustee or trustees hereunder. In the event the Company shall have not joined in the execution of such instruments and agreements within ten days after the receipt of a written request from the Trustee so to do, or in case an Event of Default shall happen and be continuing, the Trustee may act under the foregoing provisions of this Section 9.14 without the concurrence of the Company; and the Company hereby appoints the Trustee its agent and attorney to act for it under the foregoing provisions of this Section 9.14 in either of such contingencies.

Every additional trustee hereunder shall, to the extent permitted by law, be appointed and act and be such and the Trustee and its successors shall act and be such, subject to the following provisions and conditions, namely:

(1) the Trust Certificates shall be executed and delivered, and all powers, duties, obligations and rights conferred upon the

Trustee in respect of the custody, control and management of moneys, papers or securities shall be exercised, solely by First National City Bank, or its successors as Trustee hereunder;

(2) all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by First National City Bank or its successor as Trustee, and such additional trustee or trustees jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such additional trustee or trustees;

(3) no power given to, or which it is provided hereby may be exercised by, any such additional trustee or trustees, shall be exercised by such additional trustee or trustees, except jointly with, or with the consent in writing of, First National City Bank or its successor as Trustee, anything herein contained to the contrary notwithstanding, except that the provisions of the second and third paragraphs of Section 6.01 and the provisions of Section 6.07 shall be applicable to the Trustee and such additional trustee or trustees;

(4) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(5) the Company and the Trustee, at any time, by an instrument in writing, executed by them jointly, may remove any such additional trustee, and in that case, by an instrument in writing executed by them jointly, may appoint a successor or successors to such additional trustee or trustees, as the case may be, anything herein contained to the contrary notwithstanding. In the event that the Company shall not have joined in the execution of any such instrument within ten days after the receipt of a written request from the Trustee so to do, the Trustee shall have the power to remove any such additional trustee and to appoint a successor additional trustee without the concurrence of the Company; the Company hereby appointing the Trustee its agent and attorney to act for it in such connection in such contingency. In the event that the Trustee alone shall have appointed an additional trustee or trustees as above provided, it may at any time, by an instrument in writing, remove any such additional trustee, the successor to any such additional trustee so removed to be appointed by the Company and the Trustee, or by the Trustee alone, as hereinbefore in this Section 9.14 provided.

ARTICLE TEN

CONCERNING THE HOLDERS OF TRUST CERTIFICATES

SECTION 10.01. *Evidence of Action Taken by Holders of Trust Certificates.* Whenever in this Agreement it is provided that the holders of a specified percentage in aggregate principal amount of the Trust Certificates may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced (a) by any instrument or any number of instruments of similar tenor executed by holders of Trust Certificates in person or by agent or proxy appointed in writing, or (b) by the record of the holders of Trust Certificates voting in favor thereof at any meeting of holders of Trust Certificates duly called and held in accordance with the provisions of Article Eleven, or (c) by a combination of such instrument or instruments and any such record of such a meeting of holders of Trust Certificates.

SECTION 10.02. *Proof of Execution of Instruments and of Holding of Trust Certificates.* Subject to the provisions of Sections 9.02 and 11.05, proof of the execution of any instrument by a holder of Trust Certificates or his agent or proxy and proof of the holding by any person of any of the Trust Certificates shall be sufficient if made in the following manner:

The fact and date of the execution by any such person of any instrument may be proved by the certificate of any notary public or other officer of any jurisdiction within the United States of America authorized to take acknowledgments of deeds to be recorded in such jurisdiction that the person executing such instrument acknowledged to him the execution thereof, by an affidavit of a witness to such execution sworn to before any such notary or other such officer, or a guarantee of the signature of such person by a member of the New York Stock Exchange, or in any other manner the Trustee shall deem sufficient.

The ownership of Trust Certificates may be proved by the register of such Trust Certificates or by a certificate of the registrar thereof.

The Trustee may require such additional proof of any matter referred to in this Section 10.02 as it shall deem necessary.

The record of any meeting of holders of Trust Certificates shall be proved in the manner provided in Section 11.06.

SECTION 10.03. *Trust Certificates Owned by Company Deemed Not Outstanding.* In determining whether the holders of the requisite principal amount of the Trust Certificates have concurred in any direction, request or consent under this Agreement, Trust Certificates which are owned by the Company or by any other obligor on the Trust Certificates or by any Affiliate of the Company or any such other obligor shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, request or consent, only Trust Certificates which the Trustee knows are so owned shall be disregarded.

SECTION 10.04. *Right of Revocation of Action Taken.* At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 10.01, of the taking of any action by the holders of the percentage in aggregate principal amount of the Trust Certificates specified in this Agreement in connection with such action, any holder of a Trust Certificate the serial number of which is shown by the evidence to be included in the Trust Certificates the holders of which have consented to such action may, by filing written notice with the Trustee at its Corporate Trust Office and upon proof of holding as provided in Section 10.02, revoke such action so far as concerns such Trust Certificate. Except as aforesaid any such action taken by the holder of any Trust Certificate shall be conclusive and binding upon such holder and upon all future holders and owners of such Trust Certificate and of any Trust Certificate issued in exchange or substitution therefor, irrespective of whether or not any notation in regard thereto is made upon such Trust Certificate. Any action taken by the holders of the percentage in aggregate principal amount of the Trust Certificates specified in this Agreement in connection with such action shall be conclusive and binding upon the Company, the Trustee and the holders of all the Trust Certificates.

ARTICLE ELEVEN

MEETINGS OF HOLDERS OF TRUST CERTIFICATES

SECTION 11.01. *Purposes for Which Meetings of Holders of Trust Certificates May Be Called.* A meeting of holders of Trust Certificates may be called at any time and from time to time pursuant to the provisions of this Article Eleven for any of the following purposes:

- (a) to give any notice to the Company or to the Trustee, or to give any directions to the Trustee or to waive any default hereunder and

its consequences, or to take any other action authorized to be taken by holders of Trust Certificates, pursuant to any of the provisions of Article Six;

(b) to remove the Trustee and appoint a successor trustee pursuant to the provisions of Section 9.09; or

(c) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the Trust Certificates under any other provision of this Agreement or under applicable law.

SECTION 11.02. *Call of Meetings by Trustee.* The Trustee may at any time call a meeting of holders of Trust Certificates to take any action specified in Section 11.01, to be held at such time and at such place in the Borough of Manhattan, City and State of New York, as the Trustee shall determine. Notice of every meeting of the holders of Trust Certificates, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed by the Trustee at least 30 days prior to such meeting to the holders of the Trust Certificates at their last addresses appearing on the registry books.

SECTION 11.03. *Company and Holders of Trust Certificates May Call Meeting.* In case at any time the Company, pursuant to a resolution of its Board of Directors, or the holders of at least 10% in aggregate principal amount of the Trust Certificates then outstanding, shall have requested the Trustee to call a meeting of holders of Trust Certificates to take any action authorized in Section 11.01, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed notice of such meeting within 20 days after receipt of such request, then the Company or the holders of the Trust Certificates in the amount above specified may determine the time and the place in the Borough of Manhattan, City and State of New York, for such meeting and may call such meeting by mailing notice thereof as provided in Section 11.02.

SECTION 11.04. *Persons Entitled to Vote at Meeting.* To be entitled to vote at any meeting of holders of Trust Certificates a person shall (a) be a holder of one or more Trust Certificates or (b) be a person appointed by an instrument in writing as proxy by a holder of one or more Trust Certificates. The only persons who shall be entitled to be present or to speak at any meeting of the holders of the Trust Certificates shall be the persons

entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 11.05. *Determination of Voting Rights; Conduct and Adjournment of Meeting.* Notwithstanding any other provisions of this Agreement, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of holders of the Trust Certificates, in regard to proof of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit. Except as otherwise permitted or required by any such regulations, the holding of Trust Certificates shall be proved in the manner specified in Section 10.02 and the appointment of any proxy shall be proved in the manner specified in said Section 10.02. Pursuant to the foregoing authority, the Trustee may fix in advance a date as the record date for determining the holders of Trust Certificates entitled to notice of or to vote at any such meeting not less than 45 days prior to the date fixed for such meeting.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by holders of the Trust Certificates as provided in Section 11.03, in which case the Company or the holders of the Trust Certificates calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the holders of a majority in principal amount of the Trust Certificates represented at the meeting and entitled to vote.

Subject to the provisions of Section 10.03, at any meeting each holder of Trust Certificates or proxy shall be entitled to one vote for each \$1,000 principal amount of Trust Certificates held or represented by him; *provided, however,* that no vote shall be cast or counted at any meeting in respect of any Trust Certificate challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote except as a holder of Trust Certificates or proxy. Any meeting of holders of Trust Certificates duly called pursuant to the provisions of Section 11.02 or 11.03 may be adjourned from time to time, and the meeting may be held as so adjourned without further notice.

At any meeting of holders of Trust Certificates, the presence of persons holding or representing Trust Certificates in an aggregate principal amount sufficient to take action upon the business for the transaction of which such meeting was called shall be necessary to constitute a quorum; but, if less than a quorum be present, the persons holding or representing a majority in aggregate principal amount of the Trust Certificates represented at the meeting may adjourn such meeting with the same effect, for all intents and purposes, as though a quorum had been present.

SECTION 11.06. *Counting Vote and Recording Action of Meeting.* The vote upon any resolution submitted to any meeting of holders of Trust Certificates shall be by written ballots on which shall be subscribed the signatures of the holders of Trust Certificates or proxies and the principal amount of the Trust Certificates held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of holders of Trust Certificates shall be prepared by the secretary of the meeting, and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts, setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 11.02. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting, and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 11.07. *Call of Meeting Not to Affect Rights of Trustee and Holders of Trust Certificates.* Nothing in this Article Eleven contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of holders of Trust Certificates or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the

holders of Trust Certificates under any of the provisions of this Agreement or of the Trust Certificates.

ARTICLE TWELVE

MISCELLANEOUS

SECTION 12.01. *Rights Confined to Parties and Holders.* 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, 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.

SECTION 12.02. *No Recourse.* No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any stockholder, officer or director of the Company, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, as such, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in said guaranty, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and said guaranty.

SECTION 12.03. *Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein.* Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Agreement (other than the issuance of Trust Certificates), the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Agreement relating to the proposed action have been complied with and an Opinion of Counsel stating that in the

opinion of such counsel all such conditions precedent have been complied with.

Each certificate or opinion provided for in this Agreement and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Agreement shall include (a) a statement that the person making such certificate or opinion has read such condition or covenant; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether or not in the opinion of such person, such condition or covenant has been complied with.

SECTION 12.04. *Conflict of Any Provision of Agreement with Trust Indenture Act of 1939.* If and to the extent that any provision of this Agreement limits, qualifies or conflicts with another provision included in this Agreement which is required to be included herein by any of sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 12.05. *Binding Upon 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 respective successors and assigns.

SECTION 12.06. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, 111 West Jackson Boulevard, Chicago, Illinois 60604, or such other address as may hereafter be furnished to the Trustee in writing by the Company and (b) in the case of the Trustee, First National City Bank, Corporate Agency Department, Corporate Bond Group, 111 Wall Street, New York, New York 10015, or 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, having the registry receipt attached, shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 12.07. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

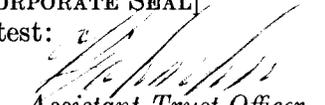
SECTION 12.08. *Counterparts.* This Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 12.09. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 12.10. *Governing Law.* 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 Illinois; *provided, however,* that if the Trustee shall have its principal office and place of business in the Borough of Manhattan, City and State of New York, the duties and responsibilities of the Trustee under Article Nine hereof shall be governed by the laws of the State of New York. The Company, being a body corporate, hereby agrees that The Limitation of Civil Rights Act of the Province of Saskatchewan, and amendments thereto, shall have no application to this Agreement or any extensions or renewals thereof, or to any agreement collateral thereto, or to the rights, powers or remedies of the Trustee or any other person under this Agreement, or any extension or renewal hereof, or any agreement collateral hereto.

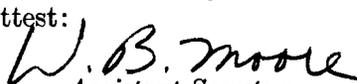
IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

[CORPORATE SEAL]

Attest: 
Assistant Trust Officer.

FIRST NATIONAL CITY BANK,
By  Trustee,
Trust Officer.

[CORPORATE SEAL]

Attest: 
Assistant Secretary.

UNION TANK CAR COMPANY,
By  Treasurer.

STATE OF ILLINOIS }
 COUNTY OF COOK } ss.:

On this *21st* day of *October* 1971, before me personally appeared
E. J. Jaworski, to me personally known, who, being by me duly sworn, says
 that 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 corpora-
 tion, that said instrument was signed and sealed on behalf of said corpo-
 ration 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.

Jacquelyn A. Mohr
 Notary Public

My commission expires .

[NOTARIAL SEAL]
 My Commission Expires *May 10, 1975*

STATE OF ILLINOIS }
 COUNTY OF COOK } ss.:

On this *21st* day of *October* 1971, before me personally appeared P. J.
 JOHNSON, to me personally known, who, being by me duly sworn, says that
 he is the Treasurer of UNION TANK CAR COMPANY, that one of the seals
 affixed to the foregoing instrument is the corporate seal of said corpora-
 tion, that said instrument was signed and sealed on behalf of said corpo-
 ration 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.

Jacquelyn A. Mohr
 Notary Public

My commission expires .

[NOTARIAL SEAL]

My Commission Expires *May 10, 1975*

SCHEDULE A

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designa- tion Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
54	LO	3000 cu. ft.	80280-80304, 80306-80309, 80313-80316, 80326-80329, 80346-80362
1	TA	14000	13152
2	TL	20000	48160, 48162
50	TM	14500	13162-13196, 13860, 13870, 13938, 13940, 13951, 13956-13958, 13960, 13961, 13966, 13975, 13980, 13997, 13998
1	TM	16200	42400
168	TM	20000	41996-41999, 48000, 48001, 48007, 48011, 48016, 48019, 48024, 48025, 48035, 48036, 48039, 48042, 48047, 48059, 48060, 48063, 48068, 48069, 48076, 48079, 48083, 48085, 48095, 48096, 48099, 48101, 48106, 48114, 48120, 48130, 48131, 48135, 48148, 48152, 48153, 48157, 48318, 48912, 48913, 48981, 48987, 49591, 49700, 49701, 49845, 49916, 49931, 49939, 49940, 49943, 49944, 49977, 49997, 58679-58682, 58684, 58685, 58687-58692, 58695, 58698, 58700-58737, 58740-58743, 58745, 58892-58899, 58911-58914, 58916-58949, 59352, 59365, 59368, 59457-59459, 59461, 59462
18	TM	23000	58871, 58875-58891
10	TM	26000	40916-40925
51	TM	30000	40865-40915
3	TP	17300	28119, 28120, 28123
2	TP	33500	99906, 99970
49	TP	33600	30432, 30433, 30435, 30437-30450, 30452, 30454-30457, 30459-30461, 30463, 30465-30472, 30476, 30477, 30479-30485, 30488-30492, 30494
70	TP	33700	37519, 37520, 37522, 37524-37535, 37537, 37540-37544, 37547, 37549-37552, 37554-37556, 37558-37560, 37562, 37564, 37565, 37567, 37568, 37570-37577, 37579, 37580, 37582, 37583, 37586, 37587, 37589, 37590, 37594, 37596, 37599-37602, 37604-37612, 37614, 37615

SCHEDULE A (Continued)

DESCRIPTION OF TRUST EQUIPMENT (Continued)

<u>Quantity</u>	<u>A.A.R. Mechanical Designa- tion Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
316	TP	33800	37471, 37482, 37485, 37488, 37490, 37491, 37619, 37620, 37624-37641, 37645-37650, 37652-7654, 37656-37668, 37670-37679, 37681, 37685, 37686, 37688, 37689, 37691-37693, 37697-37699, 37703, 37705-37707, 37709-37711, 37713, 37715-37719, 37721, 37722, 37725, 37726, 37729-37739, 37741, 37743, 37745, 37746, 37750, 37751, 37753, 37755, 37760, 37761, 37763-37765, 37767-37770, 37772, 37774, 37779-37781, 37783, 37784, 37786-37788, 37790-37793, 37796, 37797, 37800-37804, 37807-37809, 37811, 37812, 37814, 37816, 37818-37824, 37827, 37829-37832, 37834, 37835, 37838, 37839, 37841-37843, 37845, 37847, 37850, 37851, 37853, 37856-37860, 37864, 37865, 37867, 37870, 37872, 37874-37876, 37878-37880, 37883, 37884, 37887-37892, 37898, 37902-37904, 37906, 37907, 37909-37911, 37913, 37914, 37917, 37918, 37922-37927, 37929, 37930, 37932, 37933, 37935, 37938, 37939, 37941, 37942, 37944, 37946, 37947, 37949, 37951, 37952, 37955, 37956, 37958, 37959, 37964, 37966, 37968-37971, 37973, 37974, 37976-37981, 37983-37986, 37989, 37992-37994, 37996-37998, 38091, 38093, 38094, 38096, 38098-38105, 38108, 38109, 38111, 38112, 38116, 38117, 38120, 38122, 38126, 38128, 38129, 38131, 38133, 38135, 38139, 38143-38145, 38229, 38244, 38396, 38398, 38399, 38406, 38408, 38409, 38411, 38414, 38416, 38787, 38789-38791, 38793, 38794, 38797-38799, 38854, 38869, 38885, 38889, 38891, 38895-38897, 38989, 38991, 38995, 38997, 38998
140	TMI	8000	74000, 74001, 74003-74006, 74008-74012, 74016-74019, 74022, 74023, 74025-74030, 74031, 74034-74038, 74040-74046, 74048-74050, 74052, 74053, 74055, 74056, 74059, 74060, 74062-74064, 74066-74070, 74074-74080, 74082, 74083, 74085, 74087, 74089-74093, 74096, 74122, 74123, 74125-74132, 74134, 74136-74145, 74147, 74148, 76837-76841, 76843, 76844, 76846, 76847, 76892, 76920, 76923-76929, 76931, 76933, 76938, 76940, 77002, 77015, 77022, 77023, 77075, 77076, 77078, 77080-77084, 77087, 77089, 77093, 77095, 77097-77099, 78219, 78228, 78238, 78609, 78613, 78626, 80278
1	TMI	10204	76912

SCHEDULE A (Continued)

DESCRIPTION OF TRUST EQUIPMENT (Continued)

<u>Quantity</u>	<u>A.A.R. Mechanical Designa- tion Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
11	TMI	10500	76374, 76391, 76394, 76445, 76473, 76521, 76527, 76547, 76588, 76603, 76634
22	TMI	12200	42231-42252
25	TMI	13333	75940-75945, 75947, 75949-75952, 75954, 75960, 75962, 75964-75966, 75971, 75974, 75978-75980, 75983, 75986, 75988
6	TMI	16000	76864-76866, 76870-76872
5	TMI	16800	74800, 74802-74805
15	TMI	17000	74875, 74886, 74893, 74894, 74896-74899, 74901-74904, 74922-74924
77	TMI	20000	25817-25836, 48014, 48034, 48038, 48051, 48065, 48070, 48073, 48077, 48080, 48360, 75497, 75498, 75502-75504, 75507-75510, 75518, 75519, 75521, 75524, 75525-75529, 75531-75535, 75537, 75539-75544, 76700, 76739, 76764, 76767, 76768, 76779, 76791, 76800, 76812, 76931, 76974, 76999, 77041, 77105, 77180, 77251, 77258
1	TMI	22500	75346
54	TMI	23500	75385, 75388, 75398, 75407, 75409, 75415, 75421, 75423, 75424, 75427, 75431-75435, 75441, 75442, 75449, 75452, 75453, 75458, 75461, 75464, 75465, 75468, 75470, 75473, 75474, 75483, 75484, 75486, 75489, 75493, 75495, 77262, 77289, 77291, 77316, 77321, 77331, 77332, 77458, 77460, 77463, 77464, 77489, 77496, 77531, 77558, 77569, 77600, 77611, 77622, 77624
31	TMI	26000	74642, 74643, 74646, 74651-74654, 74656, 74658, 74660-74665, 74668, 74670, 74671, 74673, 74677, 74678, 74683, 74687, 74689, 74691-74693, 74695, 74698, 74699
24	TMI	29000	75547, 75549-75554, 75556-75558, 75560-75562, 75564, 75566-75570, 75572, 75574-75577
7	TPA	14000	13129, 13134, 13147-13151
29	TPI	17300	28084, 28086, 28087, 28091-28093, 28095-28097, 28101-28105, 28109-28113, 28115-28118, 28122, 28125, 28127-28130
15	TPI	25000	28478-28480, 28482, 28485-28487, 28489, 28490, 28492-28494, 28496, 28498, 28499
39	TPI	25700	28500, 28501, 28503-28508, 28510-28513, 28515-28519, 28521-28524, 28526-28530, 28533-28536, 28539-28542, 28544, 28546-28548, 28550

SCHEDULE A (Concluded)

DESCRIPTION OF TRUST EQUIPMENT (Concluded)

Quantity	A.A.R. Mechanical Designation Code	Capacity in Gallons	Road Numbers
54	TM	20000	596, 621, 622, 04408, 04409, 41398, 41399, 47944-47969, 47971-47982, 58021-58029
5	TMI	13000	73951-73953, 73955, 73956
3	TMI	13300	73961-73963
22	TMI	13400	73958-73960, 73964-73969, 73971-73979, 73981-73984
2	TMI	16900	77672, 77691
134	TMI	20000	47970, 73093-73105, 73300, 73501, 73503, 73504, 73506-73509, 73512-73518, 73520-73524, 73526-73532, 73534, 73535, 73537, 73538, 73541, 73543-73545, 73547, 73551, 73552, 73554-73556, 73558, 73559, 73561, 73562, 73564, 73566-73568, 73570, 73571, 73573-73575, 73577-73579, 73581-73583, 73585-73593, 73595, 73596, 73598-73604, 73606, 73608-73610, 73612, 73613, 73615, 73616, 73618, 73622-73627, 73629-73631, 73633-73635, 73637-73641, 73643-73647, 73650-73652, 77843, 77844, 77846-77851
3	TP	17300	28979-28981
2	TP	20000	29313, 29314
74	TP	33800	29217-29222, 29224-29227, 29229-29231, 29237-29240, 29242-29245, 29247-29249, 29251-29259, 29261-29264, 29267, 29269-29275, 29278, 29279, 29281-29290, 29292-29303, 29305, 29306, 29308-29310
29	TP	34000	29316-29321, 29323-29328, 29331, 29332, 29334-29337, 29339-29341, 29344-29348, 29350, 29352, 29379
8	TPI	17300	28969, 28971, 28972, 28974-28978
1	TPI	20000	28968
2	TPI	24500	28982, 28983
1	LO	3800 cu. ft.	80377
1	LO	3900 cu. ft.	80376
3	LO	3000 cu. ft.	2201-2203 (Lettered PGE)
4	LO	3800 cu. ft.	374156-374159 (Lettered CN)
33	Box	60 ft.	205078-205094, 205208-205223, (Lettered CPAA)
Total		<u>1,678</u>	

All Trust Equipment is lettered UTLX except where otherwise indicated.