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INTERSTATE COMMERCE COMMISSION

ILLINOIS CENTRAL RAILROAD EQUIPMENT TRUST

Series 65

Equipment Trust Agreement

Dated as of June 15, 1972

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Trustee

AND

ILLINOIS CENTRAL RAILROAD COMPANY

EQUIPMENT TRUST AGREEMENT, dated as of June 15, 1972, between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York, as Trustee (hereinafter called the Trustee) and ILLINOIS CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Illinois (hereinafter called the Railroad).

WHEREAS, the Railroad 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 Railroad hereunder until title is transferred under the provisions hereof; and

WHEREAS, Illinois Central Railroad Equipment Trust Certificates, Series 65 (hereinafter called Trust Certificates), are to be issued and sold in an aggregate principal amount not exceeding \$9,525,000, and the net proceeds (as hereinafter defined) of such sale together with such other cash, if any, as may be required to be deposited by the Railroad 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 ILLINOIS CENTRAL RAILROAD EQUIPMENT TRUST, SERIES 65, to be applied by the Trustee from time to time in part payment of the purchase price of the Trust Equipment, the remainder of the purchase price thereof to be paid out of advance rentals to be paid by the Railroad as provided herein; and

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

[FORM OF FULLY REGISTERED TRUST CERTIFICATES]

\$

No.

ILLINOIS CENTRAL RAILROAD EQUIPMENT TRUST,
SERIES 65

EQUIPMENT TRUST CERTIFICATE

Total Authorized Issue \$9,525,000

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, Trustee

Dividends at the Rate of % Per Annum Payable
December 15 and June 15

Principal hereof payable June 15, 19

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee under an Equipment Trust Agreement dated as of June 15, 1972, between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, Trustee (hereinafter called the Trustee), and ILLINOIS CENTRAL RAILROAD COMPANY (hereinafter called the Railroad), hereby certifies that , or registered assigns, is entitled to an interest in the principal amount of \$ in ILLINOIS CENTRAL RAILROAD EQUIPMENT TRUST, SERIES 65 payable on June 15, 19 , upon presentation and surrender of this Certificate to the Trustee at its corporate trust office in the Borough of Manhattan, City and State of New York, or at the option of the person entitled thereto, at the office of the Railroad in the City of Chicago, Illinois, and to payment, until said last mentioned date, of dividends on said principal amount at the rate of % per annum from the date hereof, payable semiannually on June 15 and December 15 in each year, by check mailed by the Trustee to the order of such person, or registered assigns, at such person's, or assignee's, address as shown by the books of the Trustee, with interest at said dividend rate on any unpaid principal and on any unpaid dividends to the extent that it shall be legally enforceable, all in such coin or currency of the United States of America as at the time of payment shall be legal tender for the

payment of public and private debts, but payable only out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions of said Agreement.

This Certificate is one of an issue of Certificates of serial maturities, and having an aggregate principal amount not exceeding \$9,525,000, all issued or to be issued under and subject to the terms of said Agreement, under which certain railroad equipment leased to the Railroad (or, in lieu thereof, cash or bonds, notes or other direct obligations of the United States of America or for which the faith of the United States is pledged to provide for the payment of interest and principal, as provided in said Agreement) is held by the Trustee in trust for the benefit of the holders of the interests represented by said Certificates, to which Agreement (a copy of which is on file with the Trustee at its corporate trust office in the Borough of Manhattan, City and State of New York) reference is made for a full statement of the rights and obligations of the Railroad, the duties and immunities of the Trustee and the rights of the holder hereof thereunder.

The Certificates are issuable as bearer Certificates with dividend warrants attached, registrable as to principal, in the denomination of \$1,000, and as fully registered Certificates in the denominations of \$1,000 and any multiple of \$1,000. The Certificates with dividend warrants and the fully registered Certificates are interchangeable without charge upon presentation thereof at said office of the Trustee, but only in the manner and subject to the limitations provided in said Agreement.

This Certificate is transferable 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 fully registered Certificate or Certificates in authorized denominations for the same aggregate

principal amount and having the same date of maturity will be issued to the transferee in exchange herefor. The Trustee and the Railroad may treat the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and dividends and for all other purposes, and shall not be affected by any notice to the contrary.

In case of default in the performance or observance of any of the covenants of the Railroad in said Agreement contained the principal amount represented by this Certificate may be declared due and payable, as provided in said Agreement.

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

Dated as of:

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
Trustee,

By
Vice President.

ATTEST:

.....
Assistant Trust Officer.

[FORM OF GUARANTY FOR FULLY REGISTERED
TRUST CERTIFICATES]

ILLINOIS CENTRAL RAILROAD COMPANY, for a valuable consideration, hereby unconditionally guarantees to the registered holder of

the within Certificate the prompt payment of the principal of said Certificate and of the dividends thereon specified in said Certificate, with interest at the dividend rate on any unpaid principal and on any unpaid dividends to the extent that it shall be legally enforceable, all in accordance with the terms of said Certificate and the Equipment Trust Agreement referred to therein.

ILLINOIS CENTRAL RAILROAD COMPANY,

By
Treasurer.

[FORM OF TRUST CERTIFICATE WITH DIVIDEND WARRANTS]

\$1,000

No.

ILLINOIS CENTRAL RAILROAD EQUIPMENT TRUST,
SERIES 65

EQUIPMENT TRUST CERTIFICATE

Total Authorized Issue \$9,525,000

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, Trustee

Dividends at the Rate of % Per Annum Payable
December 15 and June 15

Principal hereof payable June 15, 19

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee under an Equipment Trust Agreement dated as of June 15, 1972, between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, Trustee (hereinafter called the Trustee), and ILLINOIS CENTRAL RAILROAD COMPANY (hereinafter called the Railroad), hereby certifies that the bearer, or, if this Certificate is registered as to principal, the registered holder hereof, is entitled to an interest in the principal amount of \$1,000 in ILLINOIS CENTRAL RAILROAD EQUIPMENT TRUST,

accounts of the Railroad, or to the extent not determined thereby or in case there be no such accounting rules of the Interstate Commerce Commission or other Federal authority in effect at such time, sound accounting practice.

Deposited Cash shall mean the aggregate of (a) cash on deposit with the Trustee as provided in the first sentence of Section 2.1 hereof, (b) any advance rental on deposit with the Trustee pursuant to Section 4.4(A)(1) hereof, (c) any sums restored to Deposited Cash from rentals pursuant to Section 4.4(B)(1)(b) hereof and on deposit with the Trustee and (d) when required or indicated by the context, any Government Securities purchased by the use of Deposited Cash pursuant to the provisions of Section 7.8 hereof and held by the Trustee.

Equipment means standard-gauge railroad equipment, other than passenger equipment or work equipment of types other than locomotives, first put into service no earlier than 1972.

The *Fair Value* of any unit of Trust Equipment shall be deemed to be the Cost thereof, less an amount representing depreciation on such unit arising from reasonable wear and tear to be determined by the method in use at the time in standard railroad practice for determining such depreciation (but in no event exceeding 1/15th of the Cost thereof per annum).

Government Securities shall mean bonds, notes or other direct obligations of the United States of America or for which the faith of the United States is pledged to provide for the payment of the interest and principal.

The word *holder*, when used with respect to Trust Certificates, shall include the plural as well as the singular number and, unless otherwise indicated by the context, shall mean and include the bearer of a Trust Certificate with dividend warrants not registered as to principal, the bearer of a dividend warrant, the registered owner of

trustee for the holders of the Trust Certificates and dividend warrants, all the Equipment described in Schedule A hereto, all of which the Railroad represents and warrants is Equipment as herein defined.

Such Equipment shall be delivered to the Railroad, which is hereby designated by the Trustee as its agent to receive such delivery, and an Officer's Certificate as to such delivery shall be conclusive evidence of such delivery.

Pursuant to the provisions of the Railroad's Consolidated Mortgage, dated November 1, 1949, as amended and supplemented (said Consolidated Mortgage, as so amended and supplemented, being hereinafter called the Consolidated Mortgage), to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), Trustee, (hereinafter called the Mortgage Trustee), said Mortgage Trustee has contemporaneously with the execution of this Agreement, duly subordinated the lien of the Consolidated Mortgage on the railroad equipment referred to herein subject thereto to the rights of the Trustee hereunder.

In the event that it may be deemed necessary or desirable to procure for the transportation services of the Railroad, and to include in the trust hereby created, other Equipment in lieu of any of the Equipment specifically described herein, the Railroad may cause such other Equipment to be sold, assigned, transferred and set over to the Trustee, to be substituted under the trust.

SECTION 3.2. From time to time, when and as any of the Equipment referred to in Section 3.1 hereof shall have been delivered to the Trustee or its agent, the Trustee shall (subject to the provisions of Sections 3.3 and 3.4 hereof) pay, upon Request, to the Owner or Owners of the delivered Equipment out of Deposited Cash then held by the Trustee an amount which, together with all payments previously made out of Deposited Cash upon deliveries of Equipment, will equal 80% of the aggregate Cost of the Trust Equipment then and theretofore delivered to the Trustee.

SECTION 3.3. The Railroad covenants that, contemporaneously with any payment by the Trustee pursuant to Section 3.2 hereof, it will pay to the Trustee the advance rental provided in Section 4.4(A)(2) hereof, and thereupon the Trustee shall, upon Request, pay to the manufacturer or manufacturers of the delivered Trust Equipment, by the use of such advance rental, the portion of the Cost of the delivered Trust Equipment not paid out of Deposited Cash as provided for in Section 3.2 hereof; the intention being that the Railroad shall ultimately pay not less than 20% of the final Cost of all such Trust Equipment, and the Trustee and the Railroad shall at any time if occasion arises adjust their accounts and payments to the end that the Trustee shall pay with Deposited Cash not more than 80% of such final Cost and the Railroad shall pay as advance rental the remainder, to be not less than 20% of such final Cost.

SECTION 3.4. The Trustee shall not pay out any Deposited Cash against the delivery of any of the Equipment unless and until it shall have received:

(a) An Officer's Certificate stating that (i) such Equipment is Equipment as herein defined, (ii) the Equipment described and specified therein by number or numbers has been delivered to the Railroad, as agent for the Trustee, (iii) the Cost of each unit of such Equipment is an amount therein specified as evidenced by copies of an invoice or invoices from the manufacturer or manufacturers of such Equipment or is not less than an amount therein specified, (iv) the Purchase Price of such Equipment is an amount therein specified as evidenced by copies of an invoice or invoices from the Owner or Owners of such Equipment and

(b) A bill or bills of sale of such Equipment from the Owner or Owners to the Trustee, which bill or bills of sale shall contain a warranty or guaranty to the Trustee that the title to the Equipment described therein is free from all liens, security interests and encumbrances other than, in the case of any Equip-

ment subject thereto, the lien of the Railroad's Consolidated Mortgage, which mortgage lien has been duly subordinated to the rights of the Trustee hereunder;

(c) An Opinion of Counsel that such bill or bills of sale are valid and effective, either alone or in connection with any other instrument referred to in such opinion, to vest in the Trustee title to such Equipment free from all liens, security interests and encumbrances other than, in the case of any Equipment subject thereto, the lien of the Railroad's Consolidated Mortgage, which mortgage lien has been duly subordinated to the rights of the Trustee hereunder; and

(d) In case of any Equipment not specifically described herein, an Opinion of Counsel that a proper supplement hereto in respect of such Equipment has been duly executed by the Trustee and the Railroad and duly filed and recorded in accordance with Section 6.4 hereof.

If the aggregate final Cost of the Trust Equipment shall be less than 125% of the aggregate principal amount of Trust Certificates issued pursuant to Section 2.1 hereof, the Railroad will cause to be transferred to the Trustee, pursuant to a proper supplement hereto, additional Equipment in such amount and of such Cost that the aggregate final Cost of the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates issued hereunder, and will concurrently deliver to the Trustee the documents specified in this Section 3.4.

If the aggregate final Cost of the Trust Equipment shall be less than \$11,906,250, but not less than \$11,850,000, the Railroad may, at its option, in lieu of causing to be vested in the Trustee the title to additional Equipment pursuant to the last preceding paragraph, pay to the Trustee, 60 days after the aggregate final Cost of the Trust Equipment shall have been finally determined, an amount in cash equal to the amount by which the excess of (a) \$11,906,250 over (b) the aggregate final Cost of the Trust Equipment theretofore delivered

benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.3. 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 8.4. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered mail (a) to the Railroad, to 135 East Eleventh Place, Chicago, Illinois 60605, or at such other address as may hereafter be furnished to the Trustee in writing by the Railroad and (b) to the Trustee, to 23 Wall Street, New York, New York 10015, or at such other address as may hereafter be furnished to the Railroad in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Railroad 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 8.5. This Agreement has been executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 8.6. 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 8.7. The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

accounts of the Railroad, or to the extent not determined thereby or in case there be no such accounting rules of the Interstate Commerce Commission or other Federal authority in effect at such time, sound accounting practice.

Deposited Cash shall mean the aggregate of (a) cash on deposit with the Trustee as provided in the first sentence of Section 2.1 hereof, (b) any advance rental on deposit with the Trustee pursuant to Section 4.4(A)(1) hereof, (c) any sums restored to Deposited Cash from rentals pursuant to Section 4.4(B)(1)(b) hereof and on deposit with the Trustee and (d) when required or indicated by the context, any Government Securities purchased by the use of Deposited Cash pursuant to the provisions of Section 7.8 hereof and held by the Trustee.

Equipment means standard-gauge railroad equipment, other than passenger equipment or work equipment of types other than locomotives, first put into service no earlier than 1972.

The *Fair Value* of any unit of Trust Equipment shall be deemed to be the Cost thereof, less an amount representing depreciation on such unit arising from reasonable wear and tear to be determined by the method in use at the time in standard railroad practice for determining such depreciation (but in no event exceeding 1/15th of the Cost thereof per annum).

Government Securities shall mean bonds, notes or other direct obligations of the United States of America or for which the faith of the United States is pledged to provide for the payment of the interest and principal.

The word *holder*, when used with respect to Trust Certificates, shall include the plural as well as the singular number and, unless otherwise indicated by the context, shall mean and include the bearer of a Trust Certificate with dividend warrants not registered as to principal, the bearer of a dividend warrant, the registered owner of

trustee for the holders of the Trust Certificates and dividend warrants, all the Equipment described in Schedule A hereto, all of which the Railroad represents and warrants is Equipment as herein defined.

Such Equipment shall be delivered to the Railroad, which is hereby designated by the Trustee as its agent to receive such delivery, and an Officer's Certificate as to such delivery shall be conclusive evidence of such delivery.

Pursuant to the provisions of the Railroad's Consolidated Mortgage, dated November 1, 1949, as amended and supplemented (said Consolidated Mortgage, as so amended and supplemented, being hereinafter called the Consolidated Mortgage), to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), Trustee, (hereinafter called the Mortgage Trustee), said Mortgage Trustee has contemporaneously with the execution of this Agreement, duly subordinated the lien of the Consolidated Mortgage on the railroad equipment referred to herein subject thereto to the rights of the Trustee hereunder.

In the event that it may be deemed necessary or desirable to procure for the transportation services of the Railroad, and to include in the trust hereby created, other Equipment in lieu of any of the Equipment specifically described herein, the Railroad may cause such other Equipment to be sold, assigned, transferred and set over to the Trustee, to be substituted under the trust.

SECTION 3.2. From time to time, when and as any of the Equipment referred to in Section 3.1 hereof shall have been delivered to the Trustee or its agent, the Trustee shall (subject to the provisions of Sections 3.3 and 3.4 hereof) pay, upon Request, to the Owner or Owners of the delivered Equipment out of Deposited Cash then held by the Trustee an amount which, together with all payments previously made out of Deposited Cash upon deliveries of Equipment, will equal 80% of the aggregate Cost of the Trust Equipment then and theretofore delivered to the Trustee.

SECTION 3.3. The Railroad covenants that, contemporaneously with any payment by the Trustee pursuant to Section 3.2 hereof, it will pay to the Trustee the advance rental provided in Section 4.4(A)(2) hereof, and thereupon the Trustee shall, upon Request, pay to the manufacturer or manufacturers of the delivered Trust Equipment, by the use of such advance rental, the portion of the Cost of the delivered Trust Equipment not paid out of Deposited Cash as provided for in Section 3.2 hereof; the intention being that the Railroad shall ultimately pay not less than 20% of the final Cost of all such Trust Equipment, and the Trustee and the Railroad shall at any time if occasion arises adjust their accounts and payments to the end that the Trustee shall pay with Deposited Cash not more than 80% of such final Cost and the Railroad shall pay as advance rental the remainder, to be not less than 20% of such final Cost.

SECTION 3.4. The Trustee shall not pay out any Deposited Cash against the delivery of any of the Equipment unless and until it shall have received:

(a) An Officer's Certificate stating that (i) such Equipment is Equipment as herein defined, (ii) the Equipment described and specified therein by number or numbers has been delivered to the Railroad, as agent for the Trustee, (iii) the Cost of each unit of such Equipment is an amount therein specified as evidenced by copies of an invoice or invoices from the manufacturer or manufacturers of such Equipment or is not less than an amount therein specified, (iv) the Purchase Price of such Equipment is an amount therein specified as evidenced by copies of an invoice or invoices from the Owner or Owners of such Equipment and

(b) A bill or bills of sale of such Equipment from the Owner or Owners to the Trustee, which bill or bills of sale shall contain a warranty or guaranty to the Trustee that the title to the Equipment described therein is free from all liens, security interests and encumbrances other than, in the case of any Equip-

ment subject thereto, the lien of the Railroad's Consolidated Mortgage, which mortgage lien has been duly subordinated to the rights of the Trustee hereunder;

(c) An Opinion of Counsel that such bill or bills of sale are valid and effective, either alone or in connection with any other instrument referred to in such opinion, to vest in the Trustee title to such Equipment free from all liens, security interests and encumbrances other than, in the case of any Equipment subject thereto, the lien of the Railroad's Consolidated Mortgage, which mortgage lien has been duly subordinated to the rights of the Trustee hereunder; and

(d) In case of any Equipment not specifically described herein, an Opinion of Counsel that a proper supplement hereto in respect of such Equipment has been duly executed by the Trustee and the Railroad and duly filed and recorded in accordance with Section 6.4 hereof.

If the aggregate final Cost of the Trust Equipment shall be less than 125% of the aggregate principal amount of Trust Certificates issued pursuant to Section 2.1 hereof, the Railroad will cause to be transferred to the Trustee, pursuant to a proper supplement hereto, additional Equipment in such amount and of such Cost that the aggregate final Cost of the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates issued hereunder, and will concurrently deliver to the Trustee the documents specified in this Section 3.4.

If the aggregate final Cost of the Trust Equipment shall be less than \$11,906,250, but not less than \$11,850,000, the Railroad may, at its option, in lieu of causing to be vested in the Trustee the title to additional Equipment pursuant to the last preceding paragraph, pay to the Trustee, 60 days after the aggregate final Cost of the Trust Equipment shall have been finally determined, an amount in cash equal to the amount by which the excess of (a) \$11,906,250 over (b) the aggregate final Cost of the Trust Equipment theretofore delivered

benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.3. 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 8.4. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered mail (a) to the Railroad, to 135 East Eleventh Place, Chicago, Illinois 60605, or at such other address as may hereafter be furnished to the Trustee in writing by the Railroad and (b) to the Trustee, to 23 Wall Street, New York, New York 10015, or at such other address as may hereafter be furnished to the Railroad in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Railroad 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 8.5. This Agreement has been executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 8.6. 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 8.7. The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto 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.

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK,

Trustee,

By *R. E. Sparrow*

R. E. Sparrow
Trust Officer

[SEAL]

Attest:

..... *J. Thomas Clark*

J. Thomas Clark
Assistant Secretary

ILLINOIS CENTRAL RAILROAD COMPANY,

By *John B. Goodrich*

John B. Goodrich
Treasurer

[SEAL]

Attest:

..... *R. C. Wiese*

R. C. Wiese
Assistant Secretary

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

On this 9th day of June, 1972 before me personally appeared R. E. SPARROW to me personally known, who, being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lorraine Fowler

Lorraine Fowler
Notary Public

[SEAL]

My commission expires:
March 30, 1974

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 7th day of June, 1972 before me personally appeared JOHN B. GOODRICH to me personally known, who, being by me duly sworn, says that he is the Treasurer of ILLINOIS CENTRAL RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Daniel P. Higgins

Daniel P. Higgins
Notary Public

[SEAL]

My commission expires:
September 22, 1973

SCHEDULE A

<u>Number of Units</u>	<u>Description</u>	<u>Series No.</u>	<u>Price Per Car</u>	<u>Total Original Cost</u>
100	100-ton, Coal Hopper Cars	363000-363099	\$ 17,700	\$ 1,770,000
100	70-ton, 5000 cu. ft. Woodchip Cars	865100-865199	18,260	1,826,000
100	100-ton, 52 ft. Gondola Cars	245000-245099	17,420	1,742,000
300	100-ton, Covered Hopper Cars	765300-765599	17,350	5,205,000
55	70-ton, Insulated Box Cars with cushion underframe and air-pak interior bulkheads	150025-150079	25,048	1,377,640
Total Original Cost of All Equipment				\$11,920,640

trustee for the holders of the Trust Certificates and dividend warrants, all the Equipment described in Schedule A hereto, all of which the Railroad represents and warrants is Equipment as herein defined.

Such Equipment shall be delivered to the Railroad, which is hereby designated by the Trustee as its agent to receive such delivery, and an Officer's Certificate as to such delivery shall be conclusive evidence of such delivery.

Pursuant to the provisions of the Railroad's Consolidated Mortgage, dated November 1, 1949, as amended and supplemented (said Consolidated Mortgage, as so amended and supplemented, being hereinafter called the Consolidated Mortgage), to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), Trustee, (hereinafter called the Mortgage Trustee), said Mortgage Trustee has contemporaneously with the execution of this Agreement, duly subordinated the lien of the Consolidated Mortgage on the railroad equipment referred to herein subject thereto to the rights of the Trustee hereunder.

In the event that it may be deemed necessary or desirable to procure for the transportation services of the Railroad, and to include in the trust hereby created, other Equipment in lieu of any of the Equipment specifically described herein, the Railroad may cause such other Equipment to be sold, assigned, transferred and set over to the Trustee, to be substituted under the trust.

SECTION 3.2. From time to time, when and as any of the Equipment referred to in Section 3.1 hereof shall have been delivered to the Trustee or its agent, the Trustee shall (subject to the provisions of Sections 3.3 and 3.4 hereof) pay, upon Request, to the Owner or Owners of the delivered Equipment out of Deposited Cash then held by the Trustee an amount which, together with all payments previously made out of Deposited Cash upon deliveries of Equipment, will equal 80% of the aggregate Cost of the Trust Equipment then and theretofore delivered to the Trustee.

SECTION 3.3. The Railroad covenants that, contemporaneously with any payment by the Trustee pursuant to Section 3.2 hereof, it will pay to the Trustee the advance rental provided in Section 4.4(A)(2) hereof, and thereupon the Trustee shall, upon Request, pay to the manufacturer or manufacturers of the delivered Trust Equipment, by the use of such advance rental, the portion of the Cost of the delivered Trust Equipment not paid out of Deposited Cash as provided for in Section 3.2 hereof; the intention being that the Railroad shall ultimately pay not less than 20% of the final Cost of all such Trust Equipment, and the Trustee and the Railroad shall at any time if occasion arises adjust their accounts and payments to the end that the Trustee shall pay with Deposited Cash not more than 80% of such final Cost and the Railroad shall pay as advance rental the remainder, to be not less than 20% of such final Cost.

SECTION 3.4. The Trustee shall not pay out any Deposited Cash against the delivery of any of the Equipment unless and until it shall have received:

(a) An Officer's Certificate stating that (i) such Equipment is Equipment as herein defined, (ii) the Equipment described and specified therein by number or numbers has been delivered to the Railroad, as agent for the Trustee, (iii) the Cost of each unit of such Equipment is an amount therein specified as evidenced by copies of an invoice or invoices from the manufacturer or manufacturers of such Equipment or is not less than an amount therein specified, (iv) the Purchase Price of such Equipment is an amount therein specified as evidenced by copies of an invoice or invoices from the Owner or Owners of such Equipment and

(b) A bill or bills of sale of such Equipment from the Owner or Owners to the Trustee, which bill or bills of sale shall contain a warranty or guaranty to the Trustee that the title to the Equipment described therein is free from all liens, security interests and encumbrances other than, in the case of any Equip-

ment subject thereto, the lien of the Railroad's Consolidated Mortgage, which mortgage lien has been duly subordinated to the rights of the Trustee hereunder;

(c) An Opinion of Counsel that such bill or bills of sale are valid and effective, either alone or in connection with any other instrument referred to in such opinion, to vest in the Trustee title to such Equipment free from all liens, security interests and encumbrances other than, in the case of any Equipment subject thereto, the lien of the Railroad's Consolidated Mortgage, which mortgage lien has been duly subordinated to the rights of the Trustee hereunder; and

(d) In case of any Equipment not specifically described herein, an Opinion of Counsel that a proper supplement hereto in respect of such Equipment has been duly executed by the Trustee and the Railroad and duly filed and recorded in accordance with Section 6.4 hereof.

If the aggregate final Cost of the Trust Equipment shall be less than 125% of the aggregate principal amount of Trust Certificates issued pursuant to Section 2.1 hereof, the Railroad will cause to be transferred to the Trustee, pursuant to a proper supplement hereto, additional Equipment in such amount and of such Cost that the aggregate final Cost of the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates issued hereunder, and will concurrently deliver to the Trustee the documents specified in this Section 3.4.

If the aggregate final Cost of the Trust Equipment shall be less than \$11,906,250, but not less than \$11,850,000, the Railroad may, at its option, in lieu of causing to be vested in the Trustee the title to additional Equipment pursuant to the last preceding paragraph, pay to the Trustee, 60 days after the aggregate final Cost of the Trust Equipment shall have been finally determined, an amount in cash equal to the amount by which the excess of (a) \$11,906,250 over (b) the aggregate final Cost of the Trust Equipment theretofore delivered

benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.3. 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 8.4. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered mail (a) to the Railroad, to 135 East Eleventh Place, Chicago, Illinois 60605, or at such other address as may hereafter be furnished to the Trustee in writing by the Railroad and (b) to the Trustee, to 23 Wall Street, New York, New York 10015, or at such other address as may hereafter be furnished to the Railroad in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Railroad 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 8.5. This Agreement has been executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 8.6. 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 8.7. The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto 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.

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK,

Trustee,

By *R. E. Sparrow*

R. E. Sparrow
Trust Officer

[SEAL]

Attest:

..... *J. Thomas Clark*

J. Thomas Clark
Assistant Secretary

ILLINOIS CENTRAL RAILROAD COMPANY,

By *John B. Goodrich*

John B. Goodrich
Treasurer

[SEAL]

Attest:

..... *R. C. Wiese*

R. C. Wiese
Assistant Secretary

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

On this 9th day of June, 1972 before me personally appeared R. E. SPARROW to me personally known, who, being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lorraine Fowler

Lorraine Fowler
Notary Public

[SEAL]

My commission expires:
March 30, 1974

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 7th day of June, 1972 before me personally appeared JOHN B. GOODRICH to me personally known, who, being by me duly sworn, says that he is the Treasurer of ILLINOIS CENTRAL RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Daniel P. Higgins

Daniel P. Higgins
Notary Public

[SEAL]

My commission expires:
September 22, 1973

SCHEDULE A

<u>Number of Units</u>	<u>Description</u>	<u>Series No.</u>	<u>Price Per Car</u>	<u>Total Original Cost</u>
100	100-ton, Coal Hopper Cars	363000-363099	\$ 17,700	\$ 1,770,000
100	70-ton, 5000 cu. ft. Woodchip Cars	865100-865199	18,260	1,826,000
100	100-ton, 52 ft. Gondola Cars	245000-245099	17,420	1,742,000
300	100-ton, Covered Hopper Cars	765300-765599	17,350	5,205,000
55	70-ton, Insulated Box Cars with cushion underframe and air-pak interior bulkheads	150025-150079	25,048	1,377,640
Total Original Cost of All Equipment				\$11,920,640

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

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

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

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

SECTION 7.10. If at any time the Trustee or any successor to it in the trust hereby created shall desire to divest itself of title to the Trust Equipment, and to terminate its duties and obligations and rights hereunder and under the Trust Certificates, it shall so notify the Railroad in writing, and the Railroad shall thereupon designate in writing to the Trustee a bank or a trust company, qualified as below specified, to serve until a successor is appointed by the holders of Trust Certificates as hereinafter provided, to which may be assigned the entire right, title and interest of the Trustee or such successor in the Trust Equipment, and in which may be vested the rights, powers, duties and obligations of the Trustee hereunder and under the Trust Certificates. Upon the transfer and delivery of all moneys and Trust Equipment held by the

retiring trustee, and the execution by the retiring trustee of such instruments of transfer as may be reasonably requested by the successor trustee, and upon acceptance by the successor trustee of the assignment and of the trust, the retiring trustee shall be relieved and discharged of all the title, rights, powers, duties and obligations of the trust hereunder and under the Trust Certificates, and the same shall become vested in such successor trustee, and every provision hereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein in the place and stead of the retiring trustee. In the event that the Railroad shall fail to designate such a successor trustee by instrument in writing delivered to the retiring trustee within two weeks from the time of receiving such notice in writing from the retiring trustee, the retiring trustee may thereupon designate such successor trustee. The foregoing provisions are, however, subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates by an instrument in writing to appoint any successor trustee, if such appointment is made within one year from the date of the giving of such notice to the Railroad. The Railroad shall execute all writings recognizing the transfer of title as aforesaid and all instruments of further assurance or otherwise as reasonably may be requested by the successor trustee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Trust Equipment. Every successor trustee shall be a bank or a trust company doing business in the Borough of Manhattan, City and State of New York, having a capital and surplus aggregating at least \$30,000,000, if there be such a bank or trust company willing and able to accept the trust upon reasonable and customary terms and duly qualified to act as such trustee.

SECTION 7.11. Any corporation resulting from any merger or consolidation to which the Trustee or any successor to it shall be a party, or any corporation in any manner succeeding to all or

substantially all the business of the Trustee or any successor trustee, provided such corporation shall be a bank or a trust company doing business in the Borough of Manhattan, City and State of New York, and shall have a capital and surplus aggregating at least \$30,000,000, shall be the successor trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 7.12. Notwithstanding any provision of this Agreement, any moneys paid to the Trustee which are applicable to the payment of the principal of or dividends on any Trust Certificates which remain unclaimed for five years after the day when such moneys were due and payable shall then be repaid to the Railroad upon Request, and the holders of such Trust Certificates shall thereafter be entitled to look only to the Railroad for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Railroad as aforesaid, the Trustee may first publish a notice, in such form as may be deemed appropriate by the Trustee, in respect of the Trust Certificates so payable and not presented and in respect of the provisions hereof relating to the repayment to the Railroad of the moneys held for the payment thereof.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. Any request or other instrument provided by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such holders in person or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose hereof and

shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the affidavit of a witness to such execution, or by the certificate of any notary public or of any other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing such request or other instrument acknowledged to him the execution thereof.

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

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

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

delivery of additional Equipment. Upon the filing with it of a Request and an Officer's Certificate which shall specify the kind and number of units of Equipment to be purchased, such moneys shall, upon receipt by the Trustee of certificates, bills of sale and Opinions of Counsel, all in like manner as is provided in Section 3.4 hereof, be applied by the Trustee to the purchase of such Equipment.

SECTION 4.10. The Railroad covenants and agrees to indemnify the Trustee against any and all claims arising out of or connected with the ownership or use of any of the Trust Equipment, and particularly against any and all claims arising out of the use of any patented inventions in and about the Trust Equipment, and to comply in all respects with the laws of the United States of America and of all the states and other jurisdictions in which the Trust Equipment, or any thereof, may be operated, and with all lawful acts, rules, regulations and orders of the Department of Transportation, the Interstate Commerce Commission and all other commissions, boards and other legislative, executive, administrative or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including without limitation all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; *provided, however*, that the Railroad may in good faith contest the validity of any such law, act, rule, regulation or order, or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not in the judgment of the Trustee materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates or dividend warrants. The Railroad shall not be relieved from any of its obligations hereunder by reason of the assertion or enforcement of any such claims or the commencement or prosecution of any litigation in respect thereof.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.1. The Railroad covenants and agrees that in case

(a) the Railroad shall default in the payment of any part of the rental payable hereunder (including advance rental) for more than 10 days after the same shall have become due and payable, or

(b) the Railroad shall make or suffer any unauthorized assignment or transfer of its rights hereunder or shall make any unauthorized transfer or sublease of (including, for the purpose of this clause, any contract for the use of) any of the Trust Equipment (as provided in Section 4.8 hereof or otherwise) or, except as herein authorized, shall part with the possession of any of the Trust Equipment, and shall fail or refuse either to cause such assignment or transfer or sublease to be canceled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within 30 days after the Trustee shall have demanded in writing such cancellation and recovery of possession, or within said 30 days to deposit with the Trustee a sum in cash equal to the Fair Value, as of the date of such unauthorized action, of the Trust Equipment so assigned or transferred or subleased or the possession of which shall have been parted with otherwise than as herein authorized (any sum so deposited to be returned to the Railroad upon the cancellation of such assignment, transfer or sublease and the recovery of possession by the Railroad of such Trust Equipment), or

(c) the Railroad shall, for more than 90 days after the Trustee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and covenants hereof on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance, or

(d) the lease provided for herein shall be terminated by operation of law or pursuant to the last paragraph of Section 4.8 hereof,

then, in any such case (herein sometimes called an event of default), the Trustee in its discretion may, and upon the written request of

the holders of not less than 25% in principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Railroad, declare to be due and payable forthwith the entire amount of the rentals (including any unpaid advance rental, but not including rentals required for the payment of dividends accruing after the date of such declaration) payable by the Railroad as set forth in Section 4.4 hereof and not theretofore paid. Thereupon the entire amount of such rentals shall forthwith become and shall be due and payable immediately without further demand, together with interest at the dividend rate, to the extent legally enforceable, on any portion thereof overdue; and the Trustee shall be entitled to recover judgment for the total amount so becoming payable by the Railroad, together with interest thereon at the dividend rate to the extent legally enforceable, and to collect such judgment out of any property of the Railroad wherever situated.

In addition, in case one or more events of default shall happen, the Trustee in its discretion may, and upon the written request of the holders of not less than 25% in principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Railroad, declare the principal of all the Trust Certificates then outstanding to be due and payable, and thereupon the same shall become and be immediately due and payable.

SECTION 5.2. In case of the happening of any event of default, the Trustee may by its agents enter upon the railroad and premises of the Railroad and of any Affiliate and take possession of all or any part of the Trust Equipment and withdraw the same from said railroad and premises, retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid *per diem*, mileage or other charges of any kind earned by the Trust Equipment or any part thereof, and may lease the Trust Equipment or any part thereof, or with or without retaking possession thereof (but only after declaring due and payable the entire

IN WITNESS WHEREOF, the parties hereto 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.

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK,

Trustee,

By *R. E. Sparrow*

R. E. Sparrow
Trust Officer

[SEAL]

Attest:

..... *J. Thomas Clark*

J. Thomas Clark
Assistant Secretary

ILLINOIS CENTRAL RAILROAD COMPANY,

By *John B. Goodrich*

John B. Goodrich
Treasurer

[SEAL]

Attest:

..... *R. C. Wiese*

R. C. Wiese
Assistant Secretary

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

On this 9th day of June, 1972 before me personally appeared R. E. SPARROW to me personally known, who, being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lorraine Fowler

Lorraine Fowler
Notary Public

[SEAL]

My commission expires:
March 30, 1974

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 7th day of June, 1972 before me personally appeared JOHN B. GOODRICH to me personally known, who, being by me duly sworn, says that he is the Treasurer of ILLINOIS CENTRAL RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Daniel P. Higgins

Daniel P. Higgins
Notary Public

[SEAL]

My commission expires:
September 22, 1973

SCHEDULE A

<u>Number of Units</u>	<u>Description</u>	<u>Series No.</u>	<u>Price Per Car</u>	<u>Total Original Cost</u>
100	100-ton, Coal Hopper Cars	363000-363099	\$ 17,700	\$ 1,770,000
100	70-ton, 5000 cu. ft. Woodchip Cars	865100-865199	18,260	1,826,000
100	100-ton, 52 ft. Gondola Cars	245000-245099	17,420	1,742,000
300	100-ton, Covered Hopper Cars	765300-765599	17,350	5,205,000
55	70-ton, Insulated Box Cars with cushion underframe and air-pak interior bulkheads	150025-150079	25,048	1,377,640
Total Original Cost of All Equipment				\$11,920,640

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

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

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

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

SECTION 7.10. If at any time the Trustee or any successor to it in the trust hereby created shall desire to divest itself of title to the Trust Equipment, and to terminate its duties and obligations and rights hereunder and under the Trust Certificates, it shall so notify the Railroad in writing, and the Railroad shall thereupon designate in writing to the Trustee a bank or a trust company, qualified as below specified, to serve until a successor is appointed by the holders of Trust Certificates as hereinafter provided, to which may be assigned the entire right, title and interest of the Trustee or such successor in the Trust Equipment, and in which may be vested the rights, powers, duties and obligations of the Trustee hereunder and under the Trust Certificates. Upon the transfer and delivery of all moneys and Trust Equipment held by the

retiring trustee, and the execution by the retiring trustee of such instruments of transfer as may be reasonably requested by the successor trustee, and upon acceptance by the successor trustee of the assignment and of the trust, the retiring trustee shall be relieved and discharged of all the title, rights, powers, duties and obligations of the trust hereunder and under the Trust Certificates, and the same shall become vested in such successor trustee, and every provision hereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein in the place and stead of the retiring trustee. In the event that the Railroad shall fail to designate such a successor trustee by instrument in writing delivered to the retiring trustee within two weeks from the time of receiving such notice in writing from the retiring trustee, the retiring trustee may thereupon designate such successor trustee. The foregoing provisions are, however, subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates by an instrument in writing to appoint any successor trustee, if such appointment is made within one year from the date of the giving of such notice to the Railroad. The Railroad shall execute all writings recognizing the transfer of title as aforesaid and all instruments of further assurance or otherwise as reasonably may be requested by the successor trustee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Trust Equipment. Every successor trustee shall be a bank or a trust company doing business in the Borough of Manhattan, City and State of New York, having a capital and surplus aggregating at least \$30,000,000, if there be such a bank or trust company willing and able to accept the trust upon reasonable and customary terms and duly qualified to act as such trustee.

SECTION 7.11. Any corporation resulting from any merger or consolidation to which the Trustee or any successor to it shall be a party, or any corporation in any manner succeeding to all or

substantially all the business of the Trustee or any successor trustee, provided such corporation shall be a bank or a trust company doing business in the Borough of Manhattan, City and State of New York, and shall have a capital and surplus aggregating at least \$30,000,000, shall be the successor trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 7.12. Notwithstanding any provision of this Agreement, any moneys paid to the Trustee which are applicable to the payment of the principal of or dividends on any Trust Certificates which remain unclaimed for five years after the day when such moneys were due and payable shall then be repaid to the Railroad upon Request, and the holders of such Trust Certificates shall thereafter be entitled to look only to the Railroad for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Railroad as aforesaid, the Trustee may first publish a notice, in such form as may be deemed appropriate by the Trustee, in respect of the Trust Certificates so payable and not presented and in respect of the provisions hereof relating to the repayment to the Railroad of the moneys held for the payment thereof.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. Any request or other instrument provided by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such holders in person or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose hereof and

benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.3. 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 8.4. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered mail (a) to the Railroad, to 135 East Eleventh Place, Chicago, Illinois 60605, or at such other address as may hereafter be furnished to the Trustee in writing by the Railroad and (b) to the Trustee, to 23 Wall Street, New York, New York 10015, or at such other address as may hereafter be furnished to the Railroad in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Railroad 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 8.5. This Agreement has been executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 8.6. 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 8.7. The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto 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.

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK,

Trustee,

By *R. E. Sparrow*

R. E. Sparrow
Trust Officer

[SEAL]

Attest:

..... *J. Thomas Clark*

J. Thomas Clark
Assistant Secretary

ILLINOIS CENTRAL RAILROAD COMPANY,

By *John B. Goodrich*

John B. Goodrich
Treasurer

[SEAL]

Attest:

..... *R. C. Wiese*

R. C. Wiese
Assistant Secretary

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

On this 9th day of June, 1972 before me personally appeared R. E. SPARROW to me personally known, who, being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lorraine Fowler

Lorraine Fowler
Notary Public

[SEAL]

My commission expires:
March 30, 1974

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 7th day of June, 1972 before me personally appeared JOHN B. GOODRICH to me personally known, who, being by me duly sworn, says that he is the Treasurer of ILLINOIS CENTRAL RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Daniel P. Higgins

Daniel P. Higgins
Notary Public

[SEAL]

My commission expires:
September 22, 1973

SCHEDULE A

<u>Number of Units</u>	<u>Description</u>	<u>Series No.</u>	<u>Price Per Car</u>	<u>Total Original Cost</u>
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Total Original Cost of All Equipment				\$11,920,640

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

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

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

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

SECTION 7.10. If at any time the Trustee or any successor to it in the trust hereby created shall desire to divest itself of title to the Trust Equipment, and to terminate its duties and obligations and rights hereunder and under the Trust Certificates, it shall so notify the Railroad in writing, and the Railroad shall thereupon designate in writing to the Trustee a bank or a trust company, qualified as below specified, to serve until a successor is appointed by the holders of Trust Certificates as hereinafter provided, to which may be assigned the entire right, title and interest of the Trustee or such successor in the Trust Equipment, and in which may be vested the rights, powers, duties and obligations of the Trustee hereunder and under the Trust Certificates. Upon the transfer and delivery of all moneys and Trust Equipment held by the

retiring trustee, and the execution by the retiring trustee of such instruments of transfer as may be reasonably requested by the successor trustee, and upon acceptance by the successor trustee of the assignment and of the trust, the retiring trustee shall be relieved and discharged of all the title, rights, powers, duties and obligations of the trust hereunder and under the Trust Certificates, and the same shall become vested in such successor trustee, and every provision hereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein in the place and stead of the retiring trustee. In the event that the Railroad shall fail to designate such a successor trustee by instrument in writing delivered to the retiring trustee within two weeks from the time of receiving such notice in writing from the retiring trustee, the retiring trustee may thereupon designate such successor trustee. The foregoing provisions are, however, subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates by an instrument in writing to appoint any successor trustee, if such appointment is made within one year from the date of the giving of such notice to the Railroad. The Railroad shall execute all writings recognizing the transfer of title as aforesaid and all instruments of further assurance or otherwise as reasonably may be requested by the successor trustee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Trust Equipment. Every successor trustee shall be a bank or a trust company doing business in the Borough of Manhattan, City and State of New York, having a capital and surplus aggregating at least \$30,000,000, if there be such a bank or trust company willing and able to accept the trust upon reasonable and customary terms and duly qualified to act as such trustee.

SECTION 7.11. Any corporation resulting from any merger or consolidation to which the Trustee or any successor to it shall be a party, or any corporation in any manner succeeding to all or

substantially all the business of the Trustee or any successor trustee, provided such corporation shall be a bank or a trust company doing business in the Borough of Manhattan, City and State of New York, and shall have a capital and surplus aggregating at least \$30,000,000, shall be the successor trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 7.12. Notwithstanding any provision of this Agreement, any moneys paid to the Trustee which are applicable to the payment of the principal of or dividends on any Trust Certificates which remain unclaimed for five years after the day when such moneys were due and payable shall then be repaid to the Railroad upon Request, and the holders of such Trust Certificates shall thereafter be entitled to look only to the Railroad for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Railroad as aforesaid, the Trustee may first publish a notice, in such form as may be deemed appropriate by the Trustee, in respect of the Trust Certificates so payable and not presented and in respect of the provisions hereof relating to the repayment to the Railroad of the moneys held for the payment thereof.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. Any request or other instrument provided by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such holders in person or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose hereof and

shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the affidavit of a witness to such execution, or by the certificate of any notary public or of any other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing such request or other instrument acknowledged to him the execution thereof.

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

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

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

benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

SECTION 8.3. 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 8.4. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by registered mail (a) to the Railroad, to 135 East Eleventh Place, Chicago, Illinois 60605, or at such other address as may hereafter be furnished to the Trustee in writing by the Railroad and (b) to the Trustee, to 23 Wall Street, New York, New York 10015, or at such other address as may hereafter be furnished to the Railroad in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Railroad 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 8.5. This Agreement has been executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 8.6. 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 8.7. The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto 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.

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK,

Trustee,

By *R. E. Sparrow*

R. E. Sparrow
Trust Officer

[SEAL]

Attest:

..... *J. Thomas Clark*

J. Thomas Clark
Assistant Secretary

ILLINOIS CENTRAL RAILROAD COMPANY,

By *John B. Goodrich*

John B. Goodrich
Treasurer

[SEAL]

Attest:

..... *R. C. Wiese*

R. C. Wiese
Assistant Secretary

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

On this 9th day of June, 1972 before me personally appeared R. E. SPARROW to me personally known, who, being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lorraine Fowler

Lorraine Fowler
Notary Public

[SEAL]

My commission expires:
March 30, 1974

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this 7th day of June, 1972 before me personally appeared JOHN B. GOODRICH to me personally known, who, being by me duly sworn, says that he is the Treasurer of ILLINOIS CENTRAL RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Daniel P. Higgins

Daniel P. Higgins
Notary Public

[SEAL]

My commission expires:
September 22, 1973

SCHEDULE A

<u>Number of Units</u>	<u>Description</u>	<u>Series No.</u>	<u>Price Per Car</u>	<u>Total Original Cost</u>
100	100-ton, Coal Hopper Cars	363000-363099	\$ 17,700	\$ 1,770,000
100	70-ton, 5000 cu. ft. Woodchip Cars	865100-865199	18,260	1,826,000
100	100-ton, 52 ft. Gondola Cars	245000-245099	17,420	1,742,000
300	100-ton, Covered Hopper Cars	765300-765599	17,350	5,205,000
55	70-ton, Insulated Box Cars with cushion underframe and air-pak interior bulkheads	150025-150079	25,048	1,377,640
Total Original Cost of All Equipment				\$11,920,640