RECORDATION NO. 12298-A Filed 1425

OCT 14 1980 · 1 45 PM

INTERSTATE COMMERCE COMMISSION

No. 10-288A095
Date OCT 14 1980
Fee $ 70.00
ICC Washington, D. C.

RICHMOND LEASING COMPANY
1700 West Loop South
Suite 1500
Houston, Texas 77027

September 30, 1980

RECORDATION NO. 12298 Filed 1425

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INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 12298-B Filed 1425

OCT 14 1980 · 1 45 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation an Equipment Trust Agreement, an Assignment and a Bill of Sale relating to railroad cars used or intended for use in connection with interstate commerce as follows:

1. Three (3) executed counterparts of an Equipment Trust Agreement dated as of September 15, 1980, by and between Mercantile National Bank at Dallas, Trustee, and Richmond Leasing Company;

2. Three (3) executed counterparts of an Assignment dated as of September 30, 1980, by and between Richmond Leasing Company (Assignor) and Mercantile National Bank at Dallas (Assignee); and

3. Three (3) executed counterparts of a Bill of Sale dated as of September 30, 1980, between Richmond Leasing Company and Mercantile National Bank at Dallas.

The address of Richmond Leasing Company is 1700 West Loop South, Houston, Texas 77027, and the address of Mercantile National Bank at Dallas is 1704 Main Street, Dallas, Texas 75201.

The equipment covered by the Equipment Trust Agreement is described in Exhibit A hereto, and the equipment covered by the Assignment and the Bill of Sale is described in Exhibit B hereto.

Enclosed is a check to cover the recordation fee.

You are hereby authorized to deliver one executed copy of the Assignment, Bill of Sale and Equipment Trust Agreement with filing data noted thereon, following recordation, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, who is delivering this letter and said enclosures to you.

Very truly yours,

RICHMOND LEASING COMPANY

By _____
Vice-President

ECN 11/O

EXHIBIT A

DESCRIPTION OF TRUST EQUIPMENT

Quantity and Type	DOT Class	Capacity	Initialed Car Numbers
40 tank cars	111A100W1	13,500 Gal.	RTMX 1187 thru 1220 RTMX 1539 thru 1544
30 tank cars	111A100W1	13,500 Gal.	RTMX 1221 thru 1250
30 tank cars	111A100W1	13,500 Gal.	RTMX thru
50 tank cars	111A100W1	13,500 Gal.	RTMX 1020 thru 1069
25 tank cars	111A100W1	13,500 Gal.	RTMX thru
15 tank cars	111A100W1	16,000 Gal.	RTMX 1630 thru 1644
23 tank cars	105A300W	25,000 Gal.	RTMX 2812 thru 2834
10 tank cars	105A300W	34,000 Gal.	RTMX thru

EXHIBIT B

Quantity and Type	Class	Capacity in Gallons	Initialed Car Numbers
12 tank cars	DOT111A100W1	13,500	RTMX 1187 thru 1198
20 tank cars	DOT111A100W1	13,500	RTMX 1221 thru 1240

12298
RECORDATION NO. ..... Filed 1425

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INTERSTATE COMMERCE COMMISSION

#5 restated 11-E

RICHMOND LEASING COMPANY

EQUIPMENT TRUST

Series 15

EQUIPMENT TRUST AGREEMENT

Dated as of September 15, 1980

Between

MERCANTILE NATIONAL BANK AT DALLAS,

Trustee

and

RICHMOND LEASING COMPANY

Not exceeding $10,000,000
12-1/2% Equipment Trust Certificates
Due June 30, 1993
(Series 15)

SEE THE TRUSTEE'S DISCLAIMERS SET FORTH IN SECTION 9.06 OF THIS EQUIPMENT TRUST AGREEMENT

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Exhibit A - Description of Trust Equipment

Exhibit B - Description of Existing Leases

Exhibit C - Form of Assignment of Existing Leases

EQUIPMENT TRUST AGREEMENT, dated as of September 15, 1980 (hereinafter called "this Agreement"), by and between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), and RICHMOND LEASING 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, all subject to the Existing Leases (as defined in Section 1.01) between the Company and various lessees, which Existing Leases are to be assigned to the Trustee pursuant to Assignments (as defined in Section 1.01) until title is retransferred to the Company under the provisions hereof; and

WHEREAS, Richmond Leasing Company 12-1/2% Equipment Trust Certificates due June 30, 1993 (Series 15) (hereinafter called the Trust Certificates), are to be issued and sold in the aggregate principal amount not exceeding $10,000,000, and the aggregate proceeds (excluding accrued interest, if any) of such sale which shall equal the aggregate principal amount of the Trust Certificates so issued and sold, shall constitute a fund to be known as the Richmond Leasing Company Equipment Trust, Series 15, to be delivered by the Trustee from time to time to the Company to reimburse the Company for up to 80% of the Cost of the Trust Equipment, the remainder of the Cost of the Trust Equipment to be paid by the Company as provided herein; and

WHEREAS, the text of each of the Trust Certificates and the guaranty endorsed thereon (a "Guaranty") are to be substantially in the following forms:

[FORM OF TRUST CERTIFICATE]

$ No.

RICHMOND LEASING COMPANY

12-1/2% EQUIPMENT TRUST CERTIFICATE

Due June 30, 1993

(Series 15)

Total Authorized Issue $10,000,000

MERCANTILE NATIONAL BANK AT DALLAS, TRUSTEE

MERCANTILE NATIONAL BANK AT DALLAS, Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement (hereinafter called the Agreement) dated as of September 15, 1980, between the Trustee and RICHMOND LEASING COMPANY, a Delaware corporation (hereinafter called the Company), hereby certifies that _____, or registered assigns is entitled to an interest of $_____ in Richmond Leasing Company Equipment Trust, Series 15, payable June 30, 1993, upon surrender of this Certificate to the Trustee at its principal corporate office in the State of Texas, and to interest on the amount of unpaid principal, payable on the last day of the months of March, June, September, and December in each year (hereinafter called Interest Payment Dates), except as otherwise stated in Section 2.02 of the Agreement, at the rate of 12-1/2% per annum from the date hereof until all of the unpaid principal amount represented by this Certificate shall have become due, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 13-1/2% per annum. The interest so payable on any Interest Payment Date will be paid to the person in whose name this Certificate or one or more Predecessor Certificates (as defined in the Agreement) is registered at the close of business on the fifteenth day (whether or not a business day), as the case may be, next preceding such Interest Payment Date, provided, that in the case of the first Interest Payment Date next following the Original Issue Date (as defined in the Agreement) of this Certificate, the interest so payable on such Interest Payment Date will be paid to the person who is the "holder" (as defined in the Agreement) of this Certificate on the Original Issue Date hereof if such Original Issue Date occurs subsequent to the "record date" (as defined in the Agreement) with respect to such Interest Payment Date. Subject to Section 2.02 of the Agreement, payment of the principal of and interest on the Certificate will be made 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 monies received by the Trustee and applicable to such payment under the provisions of the Agreement. Interest shall be computed hereunder on the basis of a 365-day year.

This Certificate is one of an authorized issue of Trust Certificates in an aggregate amount not exceeding $10,000,000, all maturing on June 30, 1993, and issued or to be issued under the Agreement pursuant to 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 compulsory sinking fund for the Trust Certificates, the Agreement provides for the payment by the Company to the Trustee, on or before the last day of March, June, September, and December of each year, commencing September 30, 1981, and continuing to and including June 30, 1993, of rental in an amount sufficient to redeem 1/48th of the aggregate principal amount of the Trust Certificates outstanding on August 15, 1981, in accordance with Section 5.04(b)(4) of the Agreement. As more fully provided in the Agreement, the Trust Certificates are subject to redemption through the application of such rental on the last day of March, June, September, and December of each year, commencing September 30, 1981, and continuing to and including June 30, 1993, on not less than thirty (30) days prior notice given as provided in the Agreement, at 100% of the principal amount thereof to be redeemed, together with accrued and unpaid interest to the date fixed for redemption.

The Trust Certificates are issuable as fully registered Trust Certificates in denominations of $10,000 or greater. The several denominations of Trust Certificates are interchangeable upon presentation thereof for such purpose at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges as provided in the Agreement.

This Certificate is only 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 Trust Certificate or Certificates in authorized denominations for the same aggregate principal amount will be issued to the transferee in exchange herefor and, if less than the then entire unpaid principal amount hereof is transferred, a Trust Certificate for the remainder will be issued to the transferor. Prior to due presentment of this Certificate for registration of transfer, 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 knowledge or 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.

This Certificate is entitled to the benefits of the Guaranty of the Company which is endorsed hereon.

This Certificate shall not be valid or become obligatory for any purpose until it has been manually attested by an authorized officer of the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by one of its authorized officers, by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereto affixed or hereon imprinted and to be attested by one of its authorized officers by his signature.

Dated: _____, 198_.

MERCANTILE NATIONAL BANK AT DALLAS,
Trustee

By_____
Authorized Officer

ATTEST:

_____

GUARANTY

Richmond Leasing Company, for a valuable consideration, hereby unconditionally and irrevocably guarantees to the registered holder of the within Certificate the prompt payment when due 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 13-1/2% per annum, all in accordance with the terms of said Certificate and the Equipment Trust Agreement referred to therein.

RICHMOND LEASING COMPANY

By_____
Vice President

and;

WHEREAS, it is desired to secure the holders of the Trust Certificates in the payment of the principal thereof, as hereinafter more particularly provided, with interest thereon, as hereinafter provided, payable quarter-annually on the last day of March, June, September, and December 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 and other good and valuable consideration, 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.

The actual fair value of any unit of Trust Equipment shall be the value which would obtain in an arm's length transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) and an informed and willing seller under no compulsion to sell (and in such determination, costs of removal from the location of current use shall not be a deduction from such value).

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.

Assignments shall mean assignments by the Company to the Trustee of the Existing Leases and of other leases permitted by Section 5.09, substantially in the form annexed hereto as Exhibit C.

Collateral Deficiency shall have the meaning specified in Section 7.08.

Collateral Deficiency Agreements shall mean this Agreement, the Series 10 Equipment Trust Agreement dated as of January 19, 1977 and any equipment trust agreement entered into or amended by the Company subsequent to January 19, 1977 which has provisions similar to the provisions of Section 7.08 of this Agreement.

Company shall mean Richmond Leasing Company and any successor or successors to it complying with the provisions of Section 5.09 and Section 7.04.

Corporate Trust Office shall mean the principal office of the Trustee in the State of Texas, 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 1704 Main Street, Dallas, Texas.

Cost when used with respect to Equipment, shall mean the actual cost thereof to the Company (including direct cost of labor and material, reasonable overhead and reasonable manufacturing profit to the manufacturer if purchased from an Affiliate of the Company), and shall be determined at the time the Equipment is purchased by the Company, but in no event shall such actual cost exceed the cost of comparable Equipment which would obtain in an arm's-length transaction determined as provided in the definition in this Section 1.01 for "actual fair value."

default shall have the meaning specified in Section 6.07.

Deposited Cash shall mean the aggregate of (a) cash on deposit with or to the credit of the Trustee as provided in 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 when required from the Company a certificate signed by the President or a Vice President of the Company or by any other officer or employee of the Company knowledgeable as to the value of railroad equipment, appointed by the Company for such purpose and approved by the Trustee.

Equipment shall mean standard-gauge rail tank and hopper cars which, in the case of the Equipment specified in Exhibit A, shall be Equipment first put into service as new Equipment on or after the dates specified in Exhibit A and, in the case of other Equipment, shall be Equipment first put into service as new Equipment on or after September 15, 1980.

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

event of default shall have the meaning specified in Section 6.01(d).

Existing Leases shall mean the leases referred to in Exhibit B hereto and other leases entered into after the date hereof and prior to April 1, 1981, satisfactory in form and substance to (a) Merchantile National Bank at Dallas, as Interim Purchaser under the Purchase Agreement, and (b) the Long-Term Purchaser, covering Equipment although not specified in Exhibit A as of the date of execution hereof; provided, however, that any lessee under an Existing Lease shall have a Moody's Bond Rating of Baa or better (or its Existing Lease shall be guaranteed by another corporate entity having a Moody's Bond Rating of Baa or better and having direct control over such Lessee under terms and conditions satisfactory to the Long-Term Purchaser) unless such lessee is specifically approved by the Long-Term Purchaser after a Request therefor from the Company, such Existing Lease and guaranty to be otherwise acceptable to the Long-Term Purchaser.

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, except that until a particular Trust Certificate has been registered, the term holder or registered holder shall mean the person in whose name such Trust Certificate was issued.

Interest Payment Dates shall mean the last day of March, June, September and December in each year.

Interest Rate shall mean 12-1/2% per annum.

Investment Securities shall mean (a) bonds, notes or other debt securities which are issued by the United States Government or any Agency thereof or which are guaranteed as to principal and interest by the United States Government; (b) bonds, notes and other debt securities which are direct obligations of any state or territory of the United States or of any county, city, district or other subdivision of any such state or territory, provided that such security shall mature within 12 months of the date when it is purchased by the Trustee; (c) open market commercial paper, rated A-1 by Standard & Poor's Corporation, of a domestic corporation engaged primarily in business within the United States and having a net worth of not less than $50,000,000, provided such commercial paper matures not more than one year from the date of its issuance, and (d) certificates of deposit of or time deposits in Mercantile National Bank at Dallas or 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 and undivided profits aggregating at least $50,000,000, provided that such certificate of deposit or time deposit matures within 12 months of the date of its purchase by the Company.

Long-Term Purchaser shall mean Teachers Insurance and Annuity Association of America, a New York corporation, or its successors or assigns.

Maturity Date shall mean June 30, 1993.

1933 Act shall have the meaning specified in Section 2.07.

Officers' Certificate shall mean a certificate signed by 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 10.03 if, and to the extent required by the provisions thereof.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel (who may be an employee of or counsel to the Company), provided that any such

legal counsel shall be satisfactory to the Trustee. Each such opinion shall include the statements provided for in Section 10.03 if and to the extent required by the provisions thereof. The acceptance by the Trustee of, and its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Trustee.

Original Issue Date of any particular Trust Certificate shall mean the earlier of (a) the date of such Trust Certificate or (b) the date of the first Predecessor Certificate issued to evidence all or a portion of the same interest in the trust created hereunder as that evidenced by such particular Trust Certificate; provided that, if Predecessor Certificates of such particular Trust Certificate have different Original Issue Dates, the portions of such particular Trust Certificate attributable to such Predecessor Certificates shall be deemed to have such different Original Issue Dates.

Outstanding when used with reference to Trust Certificates, shall mean, as of any particular time, all Trust Certificates authenticated and delivered by the Trustee under this Agreement except

(a) Trust Certificates then or theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Trust Certificates for the payment or redemption of which monies in the necessary amount shall have been deposited in trust with the Trustee; provided that, if such Trust Certificates are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article Three or provision satisfactory to the Trustee shall have been made for giving such notice; and

(c) Trust Certificates in lieu of or in substitution for which other Trust Certificates shall have been executed and delivered pursuant to the terms of Section 2.06, unless proof satisfactory to the Trustee is presented that any such Trust Certificates are held by holders in due course.

Overdue Interest Rate shall mean 13-1/2% per annum.

Predecessor Certificates of any particular Trust Certificate shall mean every previous Trust Certificate evidencing all or a portion of the same interest in the trust created hereunder as that evidenced by such particular Trust Certificate; and, for the purposes of this definition, any Trust Certificate executed and delivered under Section 2.06 in lieu of a lost, destroyed or stolen Trust Certificate shall be deemed to evidence the same interest in the trust created hereunder as the lost, destroyed or stolen Trust Certificate.

Prior Equipment Trusts shall mean the Richmond Leasing Company Equipment Trusts, Series 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 established by the Company pursuant to the following Equipment Trust Agreements: Series 3 - Equipment Trust Agreement dated as of October 1, 1971, by and between The First National Bank of Fort Worth (successor to Bank of the Southwest National Association, Houston, Texas), as Trustee, and the Company; Series 4 - Equipment Trust Agreement dated as of September 1, 1972, by and between Chemical Bank, New York, New York (successor to Security National Bank, Hempstead, New York), as Trustee, and the Company; Series 5 - Equipment Trust Agreement dated as of April 1, 1973, by and between Chemical Bank, New York, New York (successor to Security National Bank, Hempstead, New York), as Trustee, and the Company; Series 6 - Equipment Trust Agreement dated as of March 1, 1974, by and between The First National Bank of Fort Worth, as Trustee, and the Company; Series 7 - Equipment Trust Agreement dated as of February 1, 1975, by and between The First National Bank of Fort Worth, as Trustee, and the Company; Series 8 - Equipment Trust Agreement dated as of January 30, 1976, by and between The First National Bank of Fort Worth, as Trustee, and the Company; Series 9 - Equipment Trust Agreement dated as of August 31, 1976, by and between The First National Bank of Fort Worth, as Trustee, and the Company; Series 10 - Equipment Trust Agreement dated as of January 19, 1977, by and between Mercantile National Bank at Dallas, as Trustee, and the Company; Series 11 - Equipment Trust Agreement dated as of August 2, 1977, by and between The First National Bank of Fort Worth, as Trustee, and the Company; Series 12 - Equipment Trust Agreement dated as of Februry 1, 1978, by and between Mercantile National Bank at Dallas, as Trustee, and the Company; Series 13 - Equipment Trust Agreement dated as of August 15, 1979, by and between Mercantile National Bank at Dallas, as Trustee, and the Company; and Series 14 - Equipment Trust Agreement

dated as of June 15, 1980 between Mercantile National Bank at Dallas, as Trustee, and the Company.

Purchase Agreement shall mean the Purchase Agreement dated as of September 15, 1980 among the Company, Mercantile National Bank at Dallas, as Interim Purchaser and the Long-Term Purchaser.

record date shall have the meaning specified in Section 2.02.

Replacement Funds shall have the meaning specified in Section 9.05.

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 President or a Vice President of the Company.

Responsible Officer shall mean with respect to the Trustee, the chairman of the board of directors, the president, every vice president, the cashier, and every other officer or assistant officer of the Trustee other than those specifically mentioned above, to whom any corporate trust matter is referred because of his knowledge of, or familiarity with, the particular subject, or with respect to the Company, the president, a vice president or the treasurer.

Rules shall have the meaning specified in Section 2.07.

Sinking Fund Determination Date shall mean August 15, 1981.

Tangible Net Worth shall mean the aggregate of the capital stock (but excluding treasury stock and capital stock subscribed and unissued) and surplus (including earned surplus, capital surplus and the balance of the current profit and loss account not transferred to surplus) of the Company as the same appears on a balance sheet of the Company prepared in accordance with generally accepted accounting principles as of the date of determination; provided, that there shall be added an amount equal to the principal amount of all unsecured debt of the Company to Richmond Tank Car Company, and provided further, that there shall be deducted an amount equal to the sum of:

(1) the net book amount of all assets, after deducting any reserves applicable thereto, which would be treated as intangible under generally accepted accounting principles, including, without

limitation, such items as goodwill, trademarks, trade names, service marks, franchises, brand names, copyrights, patents and licenses, and rights with respect to the foregoing, unamortized debt discount and expense, organizational expenses, excess cost of investment over book value, stock discount and expenses, deferred charges, and treasury stock;

(2) any write-up in the book value of any asset resulting from a revaluation thereof;

(3) the amounts, if any, at which any shares of stock of the Company or any Affiliate and at which any investments in any Affiliate appear on the asset side of such balance sheet; and

(4) all deferred charges.

Trust Certificates shall mean Richmond Leasing Company 12-1/2% Equipment Trust Certificates due June 30, 1993 (Series 15), issued hereunder.

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

Trustee shall mean Mercantile National Bank at Dallas 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 aggregate proceeds from the sale of any of the Trust Certificates shall, forthwith upon the sale thereof, be deposited in cash with the Trustee and thereupon, 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 issued and delivered by the Trustee hereunder shall not exceed $10,000,000, except as provided in Sections 2.05, 2.06 and 3.02.

Section 2.02. Interests Represented by Trust Certificates; Maturity; Interest; Denominations. Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder.

The Trust Certificates shall mature on the Maturity Date. The Trust Certificates shall be in denominations of $10,000, or greater.

Subject to Section 2.05(f), each of the Trust Certificates shall be dated the date of its issuance and delivery by the Trustee, and, except as provided in this Section 2.02 and Section 7 of the Purchase Agreement, shall bear interest on the principal amount specified therein, payable quarter-annually on the Interest Payment Dates in each year, at the Interest Rate from the date of such Trust Certificate until the principal amount represented by such Trust Certificate shall have become due, with interest on any overdue principal and interest, to the extent legally enforceable, at the Overdue Interest Rate. The person in whose name any Trust Certificate is registered at the close of business on any record date (as hereinafter defined) with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Trust Certificate upon any registration of transfer or exchange subsequent to such record date and prior to such Interest Payment Date. The term "record date" as used in this Section 2.02 with respect to any Interest Payment Date shall mean the fifteenth day (whether or not a business day), next preceding such Interest Payment Date. Notwithstanding the foregoing provisions of this Section 2.02, in the case of the first Interest Payment Date next following the Original Issue Date of a particular Trust Certificate, the interest so payable on such Trust Certificate on such Interest Payment Date will be paid to the person who is the holder of such Trust Certificate on the Original Issue Date thereof if such Original Issue Date occurs subsequent to the record date with respect to such Interest Payment Date.

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. Notwithstanding the provisions of the preceding sentence of this paragraph, in the case of payments of principal and interest to be made on a Trust Certificate not then to be paid in full, upon Request and deposit with the Trustee of an agreement of the holder of such Trust Certificate (the responsibility of such holder to be satisfactory to the Company) obligating

such holder, prior to any transfer or other disposition thereof, to surrender the same to the Trustee for notation thereon of the installments of principal amount represented thereby theretofore paid in whole or in part, the Trustee will mail its check on the date each such payment is due to such registered holder at his address shown on the registry books maintained by the Trustee; provided, however, that this paragraph shall not apply to the original purchaser of the Trust Certificates, to the Long-Term Purchaser or to any other purchaser which purchases 25% or more of the outstanding Trust Certificates from the original purchaser or from the Long-Term Purchaser, and the Company shall direct the Trustee by Request to make payments of principal and interest to such original purchaser, the Long-Term Purchaser or such other purchaser by check payable in, or by wire of, immediately available funds (and the Company shall make such funds available to the Trustee) at their respective principal or "home office" addresses or specified bank accounts which shall be supplied to the Trustee by the Company.

Section 2.03. Form of Trust Certificates. The Trust Certificates and each Guaranty to be endorsed thereon shall be in substantially the form hereinbefore set forth.

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 the facsimile signature of one of its authorized officers and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by the manual signature of one of its authorized 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 been such officer of the Trustee.

Section 2.05. Characteristics of Trust Certificates. (a) The Trust Certificates shall be registered, as to both principal and interest, in the name of the holder and, subject to the provisions of Section 2.07, 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 Trust Certificates or by a duly authorized attorney, in form satisfactory to the Trustee.

(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, prior to due presentment for registration of transfer thereof, 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 knowledge or notice to the contrary.

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

(e) No service charge shall be made for any registration of transfer or exchange of Trust Certificates, but 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 for or substitution for, or upon the registration of transfer of, the whole or any part, as the case may be, of one or more 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 Certificates 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 (1) to issue, register a transfer of, or exchange any Trust Certificate during a period beginning at the opening of business fifteen (15) days before the 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 pursuant to Section 3.02 or (2) to register a transfer of, or exchange, any Trust Certificates called or being called for redemption in whole or in part except as provided in Section 3.02.

Section 2.06. Replacement of Lost Trust Certificates. In case any Trust Certificate shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth and not otherwise, the Trustee shall execute, issue and deliver a new Trust Certificate of like tenor and date, and bearing such identifying number or designation as the Trustee may determine, in exchange and substitution for,

and upon cancellation of, the mutilated or defaced Trust Certificate, or in lieu of or in substitution for the same if lost, destroyed or stolen. The Company shall endorse its Guaranty on any Trust Certificate so delivered. The applicant for a new Trust Certificate shall furnish to the Trustee and the Company evidence to their satisfaction of the loss, destruction or theft of such Trust Certificate alleged to have been lost, destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Trust Certificate, and also shall furnish such security or indemnity as may be required by the Trustee in its discretion (which, in the case of either Purchaser, may at the option of such Purchaser be in the form of an indemnification agreement executed by such Purchaser), and shall pay all expenses and charges of such substitution or exchange. All Trust Certificates are held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or stolen Trust Certificates and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

Section 2.07. Restrictions on Transfer of Trust Certificates. Each purchaser of Trust Certificates from the Trustee shall represent at the time of purchase that such Trust Certificates are not being acquired with any view to the distribution thereof within the meaning of the Federal Securities Act of 1933, as amended (the "1933 Act"), or the General Rules and Regulations (the "Rules") promulgated thereunder, but subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be within its control. Neither such purchaser nor any subsequent transferee of any Trust Certificates shall sell or otherwise dispose of any such Trust Certificates except in accordance with the 1933 Act, the Rules and this Agreement, and the Trustee shall not be obligated to effect a registration of transfer of any such Trust Certificates without having received an opinion of counsel satisfactory to it that the proposed disposition may be effected without violation of the 1933 Act, the Rules and this Agreement.

ARTICLE THREE

Redemption of Trust Certificates

Section 3.01. Mandatory Redemption and Redemption Price. The Trust Certificates shall not be redeemable prior to the Maturity Date except as set forth in this Article

Three. The Trust Certificates shall be redeemed through the application of the rental payable to the Trustee pursuant to Section 5.04(b)(4), on the last day of March, June, September, and December of each year commencing September 30, 1981, and continuing to and including June 30, 1993, at the redemption price of 100% of the principal amount thereof to be redeemed, together with accrued and unpaid interest to the date fixed for redemption.

Section 3.02. Selection of Trust Certificates for Sinking Fund Redemption; Notice of Redemption. As of the forty-fifth day next preceding each Interest Payment Date occurring after the Sinking Fund Determination Date, the Trustee shall select for redemption a principal amount of Trust Certificates so as to exhaust the amount of rental to be paid by the Company to it in cash pursuant to Section 5.04(b)(4) on the next succeeding Interest Payment Date. If there shall be more than one holder of the Trust Certificates, the amount to be paid on each such redemption of such Trust Certificates shall be applied to all outstanding Trust Certificates in proportion as nearly as practicable to the respective unpaid principal amounts of the outstanding Trust Certificates.

The Trustee shall mail a notice of redemption at least 30 days prior to each sinking fund redemption date to the holders of the Trust Certificates so to be redeemed in whole or in part, at their last addresses as they shall appear upon the registry books; but failure to give or receive such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of Trust Certificates.

The notice of redemption shall specify the date for redemption and shall state that, subject to Section 2.02, payment of the principal amount of Trust Certificates or portions thereof to be redeemed (together with all accrued and unpaid interest thereon) will be made at the Corporate Trust Office upon presentation and surrender of such Trust Certificates, that accrued interest to the date fixed for redemption will be paid as specified in said notice, and that from and after said date, interest thereon or on the portions thereof to be redeemed will cease to accrue. The notice of redemption shall also state the aggregate principal amount of Trust Certificates to be redeemed and the serial numbers thereof; and in case there shall have been selected as aforesaid less than the entire principal amount of any Trust Certificate, the notice shall specify the serial number of such Trust Certificate and the principal amount thereof called for redemption, and shall state that on and after the redemption date, upon surrender of

such Trust Certificate, the holder will receive the redemption price in respect of the principal amount thereof called for redemption and, without charge, a new Trust Certificate for the principal amount thereof remaining unredeemed. The serial numbers of any Trust Certificates to be redeemed, required to be included in any such notice, may be stated in any one or more of the following ways: individually; in groups from one number to another number, both inclusive, except such as shall previously have been called for redemption or otherwise retired; or in such other manner as the Trustee may deem appropriate.

Section 3.03. Payment of Trust Certificates Called for Redemption. The Company on or before the redemption date specified in the notice of redemption having deposited with the Trustee an amount in cash sufficient to redeem all the Trust Certificates or portions thereof called for redemption, the Trust Certificates or portions thereof called for redemption shall become due and payable on such redemption date, subject to Section 2.02, at the Corporate Trust Office, and from and after such redemption date, interest on such Trust Certificates or portions thereof shall cease to accrue (provided, as set forth herein, that the Company has deposited amounts sufficient for such redemption with the Trustee as provided herein), and such Trust Certificates or portions thereof shall no longer be deemed to be outstanding hereunder and shall cease to be entitled to the benefit of this Agreement except to receive payment from the monies reserved therefor in the hands of the Trustee. The Trustee shall hold the redemption monies in trust for the holders of the Trust Certificates or portions thereof called for redemption and, subject to Section 2.02, shall pay the same to such holders respectively upon presentation and surrender of such Trust Certificates.

All Trust Certificates redeemed and paid under this Article Three shall be cancelled by the Trustee and, subject to Sections 2.02 and 3.02, no Trust Certificates shall be issued hereunder in place thereof. At the written request of the Company, the Trustee shall deliver to the Company cancelled Trust Certificates or shall destroy cancelled Trust Certificates held by it and deliver a certificate of destruction to the Company.

ARTICLE FOUR

Acquisition of Trust Equipment by Trustee

Section 4.01. Acquisition of Equipment by Trustee. The Company shall, from time to time, cause to be sold, assigned and transferred to the Trustee, as the Trustee for

the holders of the Trust Certificates, the Equipment described in Exhibit A hereto. It is understood that the Company will purchase all or a substantial part of such Equipment from Richmond Tank Car Company. Such Equipment shall be delivered to the person or persons designated by the Trustee as its agent or agents to receive such delivery (who may be one or more of the officers or agents of the Company) and the certificate of any such agent or agents as to such delivery shall be conclusive evidence of such delivery.

In the event that the Company shall deem it necessary or desirable to procure for the use of the Company, and to include in the trust hereby created, other Equipment in lieu of or in addition to any of the Equipment specifically described in Exhibit A hereto prior to the delivery of such Equipment to the Trustee or its agent or agents, the Company may cause to be sold, assigned and transferred to the Trustee such other Equipment, to be included under the trust hereby created.

Section 4.02. Payment of Deposited Cash; Payment by the Company. From time to time, when and as any of the Trust Equipment shall have been delivered to the Trustee or its agent or agents pursuant to Sections 4.01 and 4.03, the Trustee shall pay, upon Request, to the manufacturers or owners (or to the Company if it shall be the owner) of the delivered Trust Equipment out of Deposited Cash an amount not in excess of 80% of the aggregate Cost of all Trust Equipment theretofore delivered to the Trustee or its agent or agents pursuant to this Agreement, as specified in the Officers' Certificate furnished to the Trustee pursuant to Section 4.03(b).

The Company covenants that, contemporaneously with any payment by the Trustee pursuant to this Section 4.02, if the seller of such delivered Trust Equipment shall not be the Company, the Company will either pay to the Trustee in cash an amount which will equal or exceed 20% of the aggregate Cost of such Trust Equipment (for payment over to such seller) or deliver to the Trustee an executed counterpart of a receipt from such seller evidencing the direct payment by the Company to such seller of not less than 20% of the aggregate Cost of such Trust Equipment.

Section 4.03. Supporting Papers. The Trustee shall not pay out any Deposited Cash against the delivery of any of the Trust Equipment unless and until it and the Long-Term Purchaser have received the following supporting papers which shall be in form and substance satisfactory to the Trustee and the Long-Term Purchaser and their respective special counsel:

(a) A Certificate of the agent or agents designated by the Trustee to receive delivery of such Trust Equipment, stating that the Trust Equipment described and specified therein by number or numbers has been delivered to such agent or agents;

(b) An Officers' Certificate from the Company which shall state (i) that such Trust Equipment is Equipment as herein defined and has been marked in accordance with Section 5.07 hereof, (ii) that the Cost of such Trust Equipment is an amount therein specified or is not less than the amount therein specified (which specified amount shall be deemed to be the Cost of such Trust Equipment for all purposes of this Agreement), (iii) the date each unit of such Trust Equipment was first put into use or that such unit was first put into use not earlier than a specified date, (iv) whether such Trust Equipment has been used or operated by a person or persons other than the Company, (v) whether such Trust Equipment is then subject to a lease and, if so, the name of each lessee [and if such Trust Equipment is not described in Exhibit A as of the date of execution hereof, that same is subject to an Existing Lease approved by the Interim Purchaser (as defined in the Purchase Agreement) and the Long-Term Purchaser with respect to form and substance, with the name of the lessee being specified], (vi) that no Event of Default has occurred and is continuing and (vii) that in the opinion of the signers, all conditions provided for in this Agreement relating to the payment in question, have been complied with;

(c) An Engineer's Certificate from the Company which shall state the actual fair value, in the opinion of the signer, of such Trust Equipment as of the date of the Request referred to in Section 4.02 hereof;

(d) A bill or bills of sale of such Trust Equipment (i) from the manufacturer of such Trust Equipment to the Company, and (ii) from the Company as owner thereof to the Trustee, which bill or bills of sale shall contain a warranty or guaranty to the Trustee that the title to the Trust Equipment described therein is in the Company and is free and clear of all liens and encumbrances (including any leasehold interest therein) other than Existing Leases, subleases permitted by Section 5.09 hereof and any Assignment thereof and other than the rights of the Company and the Trustee hereunder;

(e) An opinion of counsel to the effect that (i) such bill or bills of sale are valid and effective, either alone or in connection with any other instrument referred to in and accompanying such opinion, to vest in the Trustee the rights, titles and interests to such Trust Equipment contemplated by this Agreement free from all liens and encumbrances (including any leasehold interest therein) other than Existing Leases, subleases (which shall be specified) permitted by Section 5.09 hereof and Assignments thereof and other than the rights and interests of the Company hereunder, and (ii) in the opinion of such counsel, all conditions precedent provided for in this Agreement, relating to the payment in question, have been complied with; and

(f) An opinion of Sewell & Riggs, counsel for the Company, to the effect that (i) all Assignments of the Existing Leases and any subleases (which shall be specified) permitted by Section 5.09 hereof of such Trust Equipment and any amendments or supplements thereto and hereto have been duly authorized, executed and delivered by the Company and constitute, insofar as the Company is concerned, legal, valid and binding obligations, (ii) the Trustee is vested with all the right, title and interest of the Company in and to such Existing Leases, as amended or supplemented, purported to be assigned to the Trustee by the Assignments thereof, (iii) this Agreement, the bills or bills of sale referred to in Section 4.03(d)(ii) and the Assignments and all amendments or supplements to any thereof have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act, as revised, and a financing statement covering such Assignments has been duly filed with the office of the Secretary of State of the State of Texas, and (iv) no other filing or recordation or deposit is necessary (or will be necessary in the future, except as stated in such opinion) for the protection of the rights of the Trustee in and to such Trust Equipment, such Existing Leases, subleases permitted by Section 5.09, such Assignments or this Agreement in any state of the United States of America or the District of Columbia.

The Company will cause to be sold, assigned and transferred to the Trustee Equipment in such amount and of such Cost that the aggregate final Cost of the Trust Equipment will not be less than 125% of the aggregate principal amount of the Trust Certificates issued pursuant to Section 2.01.

Section 4.04. Non-exclusive Nature of Obligations Hereunder. Anything in this Agreement contained to the contrary notwithstanding, it is expressly understood that the Company and any Affiliate thereof may enter into and perform at any time and from time to time other equipment financing agreements of any type, including, but not limited to, other equipment trust agreements or conditional sale agreements with persons who may or may not be parties to this Agreement.

ARTICLE FIVE

Lease of Trust Equipment to the Company

Section 5.01. Lease of Trust Equipment. The Trustee does hereby let and lease to the Company all of the Trust Equipment for a term commencing on the date or dates of delivery of the Trust Equipment to the Trustee pursuant to Section 4.01 and ending on the Maturity Date.

Section 5.02. Equipment Automatically Subjected. As and when any Equipment shall from time to time be delivered hereunder to the Trustee or its agent or agents the same shall, ipso facto, and without further instrument of lease or transfer, pass under and become subject to all the terms and provisions hereof.

Section 5.03. Additional and Substituted Equipment Subject Hereto. In the event that the Company shall, as provided in Section 4.01, 4.03 or 5.06 hereof, cause to be transferred to the Trustee other Equipment in addition to or in substitution for any of the Equipment herein specifically described or subjected hereto, such other Equipment shall be included as part of the Trust Equipment by supplement hereto to be executed by the Trustee and the Company and to be recorded with the Interstate Commerce Commission pursuant to the requirements of Section 11303 of the Interstate Commerce Act, as revised, and shall be subject to all the terms and conditions hereof in all respects as though it had been part of the Trust Equipment herein specifically described.

Section 5.04. Rental Payments. (a) The Company hereby accepts the lease of all the Trust Equipment and covenants and agrees to accept delivery and possession hereunder of the Trust Equipment; and the Company covenants and agrees to pay to the Trustee at the Corporate Trust Office (or, in the case of taxes, to the proper taxing authority), 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, rental hereunder which shall be sufficient to pay and discharge the items described in the following paragraph, when and as the same shall become due and payable (whether or not any of such items shall become due and payable prior to the delivery and lease to the Company of any of the Trust Equipment);

(b) The Company shall pay to the Trustee as hereinafter provided as rental for the Trust Equipment (notwithstanding that any of the Trust Certificates shall have been acquired by the Company or shall not have been presented for payment), the following:

(1) from time to time upon demand of the Trustee (A) the necessary and reasonable expenses of the trust created hereby, including compensation to the Trustee and all expenses provided for herein, and (B) an amount equal to any expenses incurred or loss of principal (including interest accrued thereupon at the time of purchase) in connection with any purchase, sale, redemption or payment at maturity of Investment Securities;

(2) from time to time upon demand of the Trustee any and all taxes, assessments and governmental charges upon or on account of the income or property of the trust, or upon or on account of this Agreement, which the Trustee as such may be required to pay;

(3) (A) the amounts of the interest payable on the Trust Certificates when and as the same shall become payable, and (B) interest at the Overdue Interest Rate from the due date, upon the amount of any installments of rental payable under this subparagraph (3) and the following subparagraphs (4) and (5) of this Section 5.04 which shall not be paid when due, to the extent legally enforceable;

(4) as a compulsory sinking fund for the Trust Certificates, on or before each Interest Payment Date, an amount in cash sufficient to redeem in accordance with Section 3.01 hereof 1/48th of the aggregate principal amount of Trust Certificates outstanding on the Sinking Fund Determination Date; and

(5) the principal of the Trust Certificates (other than principal paid through operation of the compulsory sinking fund pursuant to Section 5.04(b)(4) hereof), upon the maturity thereof, whether by declaration or otherwise.

Nothing herein or in the Trust Certificates contained shall be deemed to impose on the Trustee or on the Company any obligation to pay to the holder of any Trust Certificate the amount of any tax, assessment or governmental charge required by any present or future law of the United States of America, or of any state, county, municipality or other taxing authorities thereof, to be paid in behalf of, or withheld from the amount payable to, the holder of any Trust Certificate.

The Company shall not be required to pay any tax, assessment or governmental charge so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof, provided that the rights or interests of the Trustee or the holders of the Trust Certificates will not be materially endangered thereby and the Company shall have furnished the Trustee with an Opinion of Counsel to such effect.

Section 5.05. Termination of Trust. At the termination of the lease provided herein and after all payments due or to become due from the Company hereunder shall have been completed and fully made to the Trustee (1) any monies remaining in the hands of the Trustee after providing for payment in full of all the outstanding Trust Certificates and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid back to the Company; (2) such payments shall be deemed to represent payment of the full purchase price for the Company's purchase at such time of the Trust Equipment from the Trustee and title to all the Trust Equipment shall vest in the Company; and (3) the Trustee shall execute for recordation in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon public records the Company's title to all the Trust Equipment under the laws of any jurisdiction; provided, however, that until that time title to the Trust Equipment shall not pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company pursuant to this Agreement.

Section 5.06. Substitution and Replacement of Trust Equipment. So long as no Event of Default has occurred and is continuing hereunder upon Request from the Company, the Trustee shall, at any time and from time to time, execute and deliver a bill of sale assigning and transferring (without warranties of any kind, except as to title, as to which the Trustee will give to the trans-

feree referred to below substantially the same warranties as those given by the Company to the Trustee in the bill of sale described in Section 4.03(d)(ii) hereof) to the transferee named in such Request all the right, title and interest of the Trustee in and to any or all of the Trust Equipment; provided, however, that none of the Trust Equipment shall be so assigned or transferred (except as provided in Section 5.05 hereof) unless, in accordance with this Section 5.06, simultaneously (a) there shall be conveyed to the Trustee other Equipment of a fair value no less than the fair value (in each such case as such fair value is determined in accordance with the fifth paragraph of this Section 5.06), as of the date of such Request, of the Trust Equipment so assigned or transferred by the Trustee or (b) there shall be paid to the Trustee in cash an amount no less than the fair value (as determined in accordance with the fifth paragraph of this Section 5.06), as of the date of such Request, of the Trust Equipment so assigned or transferred by the Trustee; and provided, further, that should such payment create a Collateral Deficiency as defined in Section 7.08 hereof, the Company shall pay to the Trustee in cash an additional amount as necessary to avoid the creation of the Collateral Deficiency.

At the time of delivery of any Request pursuant to the first paragraph of this Section 5.06, the Company shall, if other Equipment is to be conveyed to the Trustee in substitution for the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee and the Long-Term Purchaser the following papers:

(1) An Engineer's Certificate stating (i) the fair value, as of the date of said Request, of the Trust Equipment so to be assigned or transferred by the Trustee, (ii) that such assignment or transfer will not impair the security under this Agreement in contravention of the provisions hereof and (iii) the fair value of such substituted units of Equipment as of such date;

(2) An Officers' Certificate stating (i) the date each unit of Trust Equipment so to be assigned or transferred by the Trustee was first put into use (or that such unit was first put into use not later than a specified date), (ii) the original Cost of each unit of the Equipment so to be substituted and the date it was first put into use (or that such unit was first put into use not earlier than a specified date),

(iii) whether such unit so to be substituted has been used or operated by a person or persons other than the Company, (iv) whether such unit so to be substituted is then subject to a lease and, if so, the name of the lessee and such other information as the Trustee may request to verify the compliance of such lease with Section 5.09 hereof, (v) that each such unit so to be substituted is Equipment as herein defined and has been marked in accordance with Section 5.07 hereof, (vi) that no Event of Default has occurred and is continuing and (vii) that in the opinion of the signers, all conditions precedent provided for in this Agreement relating to such substitution, have been complied with;

(3) A certificate and a bill or bills of sale in respect of such substituted Equipment as provided for in subparagraphs (a) and (d) of the first paragraph of Section 4.03 hereof; and

(4) An Opinion of Counsel to the effect that (i) such bill or bills of sale are valid and effective, either alone or together with any other instruments referred to in and accompanying such opinion, to vest in the Trustee the rights, title and interests to such substituted Equipment contemplated by this Agreement free from all liens and encumbrances (including any leasehold interest therein) other than Existing Leases, as amended, other subleases (which shall be specified) permitted by Section 5.09 hereof and Assignments of such Existing Leases and such subleases, and other than the rights and interests of the Company hereunder, (ii) all such Assignments and any amendments or supplements thereto or hereto have been duly authorized, executed and delivered by the Company and constitute, insofar as the Company is concerned, legal, valid and binding obligations, (iii) the Trustee is vested with all the right, title and interest of the Company in and to such Existing Leases, as amended or supplemented, and such subleases, as amended or supplemented, purported to be assigned to the Trustee by such Assignments, (iv) such subleases, such Assignments and all amendments or supplements hereto and to any thereof have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act, as revised, and Section 7.02 hereof, and a financing statement covering such Assignments has been duly filed with the office of the

Secretary of State of Texas, (v) no other filing or recordation or deposit is necessary (or will be necessary in the future, except as stated in such opinion) for the protection of the rights of the Trustee in and to such substituted Trust Equipment, such Existing Leases, such subleases or such Assignments in any state of the United States of America or the District of Columbia, and (vi) all conditions precedent provided for in this Agreement with respect to such substitution, have been complied with.

At the time of delivery of any Request pursuant to the first paragraph of this Section 5.06, the Company shall, if cash is to be paid to the Trustee in respect of the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee papers corresponding to those set forth in the second paragraph of this Section 5.06 insofar as they relate to the action requested.

Cash deposited with the Trustee pursuant to this Section 5.06 or pursuant to subparagraph (1) of the first paragraph of Section 5.08 hereof shall, from time to time, be paid over by the Trustee to the Company upon Request, against conveyance to the Trustee of Equipment having a fair value, as of the date of said Request, of not less than the amount of cash so paid, and upon compliance by the Company with all of the provisions of the second paragraph of this Section 5.06 insofar as they relate to the action requested.

For all purposes of this Section 5.06 and subparagraph (1) of the first paragraph of Section 5.08 hereof, fair value shall be determined as follows (and the manner of such determination shall be set forth in each Engineer's Certificate furnished in respect thereof):

(1) the fair value of any unit of the Trust Equipment assigned or transferred by the Trustee as provided in this Section 5.06, or worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, as set forth in the first paragraph of Section 5.08 hereof, shall be deemed to be the greater of (a) the actual fair value thereof or (b) the Cost thereof as theretofore certified to the Trustee less 1/25th of such Cost for each full period of one year elapsed between (i) the later of September 15, 1980, and the date such unit was first put into service, as certified to the Trustee, and (ii) the date of the Request furnished pursuant to this Section 5.06

or the Engineer's Certificate furnished pursuant to subparagraph (1) of the first paragraph of Section 5.08, as the case may be; and

(2) the fair value of any unit of Equipment conveyed to the Trustee as provided in this Section 5.06 shall be deemed to be the lesser of (a) the actual fair value thereof or (b) the Cost of such unit as certified to the Trustee less depreciation at a rate not less than 1/25th of such Cost for each full period of one year elapsed between (i) the later of September 15, 1980, and the date such unit was first put into service, as certified to the Trustee, and (ii) the date of the Request furnished pursuant to this Section 5.06.

Section 5.07. Marking of Trust Equipment. The Company agrees that there shall be plainly, distinctly, permanently and conspicuously stenciled upon each side of each unit of the Trust Equipment prior to the assignment and transfer of the same to the Trustee the following words, in letters not less than one inch in height:

TITLE TO THIS CAR IS VESTED IN THE TRUSTEE UNDER AN EQUIPMENT TRUST AGREEMENT RECORDED UNDER SECTION 11303 OF THE INTERSTATE COMMERCE ACT, AS REVISED.

Such marks shall be such as to be readily visible and as to indicate plainly a Trustee's ownership of each such unit of the Trust Equipment.

In case, prior to the termination of the lease provided for herein, any of such plates or marks shall at any time be removed, defaced or destroyed, the Company shall forthwith cause the same to be restored or replaced.

The Company shall not change or permit to be changed the numbers of any of the Trust Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed with the Trustee by the Company which shall be filed and recorded in like manner as this Agreement.

Any unit of Trust Equipment required to be marked pursuant to this Section 5.07 may also be lettered, with the name or initials or other insignia customarily used by the

Company on railroad equipment owned by it of the same or a similar type or in any other appropriate manner, for convenience of identification of the rights of the Company to use the units of Trust Equipment permitted under this Agreement, and may also be lettered in the case of a sublease of any Trust Equipment made pursuant to Section 5.09 hereof, in such manner as may be appropriate for convenience of identification of the subleased interest therein; but, except as provided in this paragraph, the Company, from and after the date hereof and during the continuance of the lease provided for herein, will not allow the name of any person, firm, association or corporation to be placed on or to remain on any unit of Trust Equipment as a designation which might be interpreted as a claim of ownership thereof by the Company or any person, firm, association, or corporation other than the Trustee.

Section 5.08. Maintenance of Trust Equipment. The Company agrees that it will maintain and keep or cause others to maintain and keep the Trust Equipment in good running order and proper repair without cost or expense to the Trustee, unless and until it becomes worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise. Whenever any of the Trust Equipment shall become worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, the Company shall, at its option:

(1) Forthwith deliver to the Trustee an Engineer's Certificate describing such Trust Equipment and stating the fair value thereof as of the date such Trust Equipment became worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, and shall deposit with the Trustee an amount in cash equal to such fair value (as determined under subparagraph (1) of the fifth paragraph of Section 5.06 hereof). Cash deposited with the Trustee pursuant to this subparagraph (1) shall be held and applied as provided for in the fourth paragraph of Section 5.06 hereof; or

(2) Forthwith deliver to the Trustee an Engineer's Certificate describing such Trust Equipment and stating the depreciated value thereof (as computed on a reproduction cost basis in accordance with the regulations of the Association of American Railroads presently in effect, except that the reproduction cost used in such computation shall be in accordance with such regulations then in effect) as of the date such Trust

Equipment became worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, and shall deposit with the Trustee an amount in cash equal to such depreciated value. If payment for such Trust Equipment is to be made to the Company by a third party, except as is otherwise provided herein, the Company shall not be required to deposit with the Trustee the depreciated value until such payment is received by the Company. The Company agrees to make all reasonable efforts to obtain payment from such third party at the earliest possible date. Anything contained herein to the contrary notwithstanding: (i) the amounts deposited with the Trustee pursuant to this subparagraph (2) shall be treated in the same manner as rental paid to the Trustee pursuant to Section 5.04(b)(4) hereof and, at the next succeeding sinking fund redemption date, shall be applied pursuant to Sections 3.02 and 3.03 hereof to redeem a principal amount of the Trust Certificates equal to such depreciated value; and (ii) such deposits and redemptions called for by this subparagraph (2) shall be in addition to the compulsory sinking fund and the redemption provisions set forth in Article Three and Section 5.04(b)(4) hereof. Until applied to redeem a portion of the Trust Certificates as provided herein, amounts deposited pursuant to this subparagraph (2) shall be invested by the Trustee, on Request, in Investment Securities in accordance with Section 9.05 hereof. Actions by the Company in complying with the provisions of this subparagraph (2) shall relieve the Company of any further obligation to replace such Trust Equipment or to deposit cash in lieu thereof under subparagraph (1) of this first paragraph of this Section 5.08; provided, however, that in any event, payment of the depreciated value pursuant to this subparagraph (2) shall be made by the Company no later than 180 days following the date of the Engineer's Certificate delivered pursuant hereto.

The rights and remedies of the Trustee to enforce this Agreement or to recover any of the rental payments shall not be affected by reason of any such occurrence as described above in this Section 5.08.

The Company covenants and agrees to furnish to the Trustee whenever required by the Trustee (with a copy to the Long-Term Purchaser) but at least once on or before April 30 in every calendar year following the calendar year in which occurs the first delivery of any of the Trust

Equipment to the Trustee or its agent or agents hereunder and during the continuance of the lease provided for herein an Officers' Certificate, dated as of the preceding February 1 stating (1) the number of units of the Trust Equipment then covered hereby and under sublease, together with a list and description of sublessees thereunder, the units of Trust Equipment (identified by car number) covered by each sublease and the term and monthly rental under each sublease, (2) the amount, description and numbers of all Trust Equipment that may have become worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise since the date of the last preceding statement (or the date of this Agreement in case of the first statement), (3) the number of units of the Trust Equipment which the Company has been notified are then undergoing repairs, other than running repairs, or then withdrawn from use for such repairs, (4) that in the case of all the Trust Equipment repainted or repaired since the date of the last preceding statement (or the date of this Agreement in the case of the first statement), the marks required by Section 5.07 hereof have been preserved, or that such Trust Equipment when repainted or repaired has been again marked as required thereby, (5) all normal maintenance and repair work on the Trust Equipment has been done and all such Trust Equipment is in good condition and repair and in proper running order, and (6) based on the most recent reports provided to the Company by the lessee (or sublessee) under any lease (or sublease) of the units of Trust Equipment, the location of all units of Trust Equipment which are outside of the United States of America (or any state thereof or the District of Columbia) as of the most recent date reflected in such reports. The Trustee, by its agents, shall have the right once in each calendar year, but shall be under no duty, to inspect the Trust Equipment at the then existing locations thereof.

Section 5.09. Possession of Trust Equipment. Except as provided in this Section 5.09, the Company will not assign or transfer its rights hereunder, or transfer or sublet the Trust Equipment or any part thereof or assign, pledge, mortgage, transfer or otherwise dispose of any of its rights under any sublease of any of the Trust Equipment, without the written consent of the Trustee first had and obtained; and the Company shall not, without such written consent, except as herein provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equipment. An assignment or a transfer in accordance with Section 7.04 hereof to a solvent corporation which shall acquire all or substantially all of the property of the Company and which, by execution of an

appropriate instrument satisfactory to the Trustee, shall assume and agree to perform each and all of the obligations and covenants of the Company hereunder and under each Guaranty endorsed on the Trust Certificates shall not be deemed to be a breach of this covenant.

So long as the Company shall not be in default under this Agreement, the Company and any of its Affiliates shall be entitled to the possession and use of the Trust Equipment in accordance with the terms hereof, and the Company shall be entitled to maintain the Existing Leases and otherwise to sublease the Trust Equipment to, or to permit its use by, a sublessee or user for use in the United States of America (or any state thereof or the District of Columbia), Canada and Mexico; provided, however, that if the Company or an Affiliate uses, subleases or permits the use of the Trust Equipment in Canada (or any province or territory thereof) or in Mexico (or any state or the Federal District thereof), the Company shall, except as otherwise provided in Section 7.02 hereof, first have (a) taken all necessary action to protect the right, title and interest of the Trustee in the Trust Equipment to be so subleased or used and (b) furnished the Trustee with an opinion of Canadian or Mexican counsel, as the case may be, satisfactory to the Trustee to the effect that such action is all that is necessary to protect the right, title and interest of the Trustee in such Trust Equipment; and provided, further, however, that any such Existing Lease or other sublease shall forthwith upon execution thereof be assigned to the Trustee as security for the obligations of the Company hereunder pursuant to an Assignment and that the Assignment of any such sublease containing an option permitting the sublessee to purchase any units of Trust Equipment shall also provide for the proceeds of any such sale to be assigned to the Trustee pursuant to the Assignment; provided, further, however, that any such sublease other than the Existing Leases shall be to sublessees having a Moody's Bond Rating of Baa or better, or shall be guaranteed by another corporate entity having a Moody's Bond Rating of Baa or better and having direct control over such sublessee unless such sublessee is specifically approved by the Long-Term Purchaser after a request in writing therefor from the Company, such sublease and guaranty to be otherwise satisfactory to the Long-Term Purchaser.

Any such sublease may provide that the sublessee, so long as it shall not be in default under such sublease, shall be entitled to the possession and use of the Trust Equipment covered thereby, and, subject to the provisions

of Section 5.07 hereof, may provide for lettering and marking upon such Equipment for convenience of identification of the leasehold interest of such sublessee therein; provided, however, that anything in the foregoing provisions of this sentence to the contrary notwithstanding, any such sublease shall not negate all or any part of the rights of the Company thereunder to assign, pledge, mortgage, transfer or otherwise dispose of any Trust Equipment, any such assignment, pledge, mortgage, transfer or other disposition to be subject, however, to any such non-defaulted sublease.

The Trustee shall have the right to declare the lease provided for herein terminated in case of any unauthorized assignment or transfer of the Company's rights hereunder or in case of any unauthorized transfer or sublease of any of the Trust Equipment. The election of the Trustee to terminate the lease provided for herein shall have the same effect as the retaking of the Trust Equipment by the Trustee as hereinafter provided.

Section 5.10. Indemnity. The Company 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 invention 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 unit thereof may be operated and with all lawful acts, rules, regulations and orders of any commissions, boards or 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 Company 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 the holders of the Trust Certificates or subject the Trustee or the holders of the Trust Certificates to any risk of criminal liability or civil penalty. The Company shall not be relieved from any of its obligations hereunder by reason of the assertion or enforcement of any such claims or the commencement of prosecution of any litigation in respect thereof.

ARTICLE SIX

Events of Default and Remedies

Section 6.01. Events of Default. The Company covenants and agrees that in case:

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

(b) The Company shall make or suffer any unauthorized assignment or transfer of its rights hereunder or any unauthorized transfer or sublease (including contracts to make any such assignment, transfer or sublease) of the Trust Equipment, or, except as herein authorized, shall part with the possession of any of the Trust Equipment and shall fail or refuse to cause such assignment or transfer or sublease to be cancelled 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 in accordance with Section 5.06 hereof, a sum in cash equal to the fair value (determined under subparagraph (1) of the fifth paragraph of Section 5.06 hereof), 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 herein authorized (any sum so deposited to be returned to the Company upon the cancellation of such assignment, transfer or sublease and the recovery of possession by the Company of such Trust Equipment), or

(c) The Company shall, for more than 30 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 or of the Purchase Agreement on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance, or

(d) An event of default shall occur under any lease, agreement, equipment trust agreement or in-

denture under which the Company is an obligor (the term "event of default" being used in this subparagraph (d) to mean any event which permits, or after any applicable notice and/or period of grace provided for in the instrument in question, would permit the lessor, obligee or holder of any indebtedness issued thereunder or secured thereby, as the case may be (or a trustee thereunder) to declare the principal amount of the obligation issued thereunder or secured thereby to become immediately due and payable or to elect a majority of the Board of Directors of the Company), or

(e) The lease provided for herein shall be terminated by operation of law, or

(f) A court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other federal or state law relating to bankruptcy or insolvency, or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or decreeing or ordering the winding up or liquidation of the affairs of the Company (unless such decree or order shall have been discharged, stayed or otherwise rendered ineffective, but then only so long as such stay shall continue in force or such ineffectiveness shall continue), and all the obligations of the Company hereunder and under any instrument made in connection with the purchase of the Trust Certificates by the initial purchaser thereof and the Long-Term Purchaser shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Company or for its property in connection with such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees or receiver or receivers within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier, or

(g) The Company shall commence a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or shall file a petition or answer or consent seeking reorganization or relief under any other federal or state law relating to bankruptcy or insolvency, or shall consent to the

appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or action shall be taken by the Company in furtherance of any of the aforesaid purposes,

then, in any such case (herein sometimes called an "Event of Default"), the Trustee, by notice in writing to the Company, or the holders of not less than 25% in principal amount of the then outstanding Trust Certificates, by notice in writing to the Company and to the Trustee, may declare to be due and payable forthwith the entire amount of the rentals (not including rentals required for the payment of interest accruing after the date of such declaration) payable by the Company as set forth in Section 5.04 hereof and not theretofore paid. Thereupon the entire amount of such rentals and all amounts payable to the Trustee under Section 9.06 hereof shall forthwith become and shall be due and payable immediately without further demand, together with interest at the Overdue Interest Rate, to the extent legally enforceable, on any portion of such rentals overdue; and the Trustee shall be entitled to judgment for the total amount so becoming payable by the Company, together with interest, at the Overdue Interest Rate, to the extent legally enforceable, on any portion of such rentals overdue, and to collect such judgment out of any property of the Company wherever situated.

In addition, in case one or more Events of Default shall happen, the Trustee, by notice in writing to the Company, or the holders of not less than 25% in principal amount of the then outstanding Trust Certificates, by notice in writing to the Company and the Trustee, may 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.

In case the Company shall fail to pay any installment of rental payable pursuant to 5.04(b)(3), (b)(4) or (b)(5) hereof when and as the same shall have become due and payable hereunder, and such default shall have continued for a period of 10 days, the Trustee, in its own name and as Trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the rentals so due and unpaid, together with all amounts payable to the Trustee under Section 9.06

hereof, and may prosecute any such action or proceedings to jugdment or final decree, and may enforce any such judgment or final decree against the Company or other obligor upon the Trust Certificates and collect in the manner provided by law out of property of the Company or other obligor upon the Trust Certificates wherever situated the monies adjudged or decreed to be payable.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any other obligor upon the Trust Certificates under the Bankruptcy Act or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Company or such other obligor, or in case of any other judicial proceedings relative to the Company or such other obligor, or to the creditors or property of the Company or such other obligor, the Trustee, irrespective of whether the rental payments hereunder or the principal of the Trust Certificates shall then be due and payable as herein or therein expressed whether by declaration or otherwise and irrespective of whether the Trustee shall have made any demand or declaration pursuant to the provisions of this Section 6.01, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the entire amount of the rentals then or thereafter payable (including any unpaid rental then due but not including rentals required for the payment of interest accruing after the date of such declaration) and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or willful misconduct) and of the holders of the Trust Certificates allowed in such proceedings and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the holders of the Trust Certificates and of the Trustee on their behalf; and any receiver, assignee or trustee in bankruptcy or reoganization is hereby authorized by each of the holders of the Trust Certificates to make payment to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to the holders of the Trust Certificates, to pay to the Trustee such amounts as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee execpt as a result of its gross negligence or willful misconduct.

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

Section 6.02. Remedies. Subject to the rights of sublessees under subleases permitted by Section 5.09 hereof, in case of the happening of any Event of Default, the Trustee by its agents (a) may enter upon the premises of the Company and of any Affiliate of the Company or of any sublessee or any other premises where any of the Trust Equipment may be and take possession of all or any part of the Trust Equipment and withdraw the same from said premises, retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, (b) shall be entitled to collect, receive and retain all per diem, mileage, sublease rentals or other charges of any kind then due on account of or thereafter earned by the Trust Equipment or any part thereof, and (c) 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 amount of rentals payable by the Company as provided in Section 6.01 hereof) may sell the same or any part thereof, free from any and all claims of the Company at law or in equity, in one lot and as an entirety or in separate lots, insofar as may be necessary to perform and fulfill the trust hereunder, at public or private sale, for cash or upon credit, in its discretion, and may proceed otherwise to enforce its rights and the rights of the holders of interests hereunder in the manner herein provided. Upon any such sale, the Trustee itself may bid for the property offered for sale or any part thereof. Any such sale may be held or conducted at such place and at such time as the Trustee may specify, or as may be required by law, and without gathering at the place of sale the Trust Equipment to be sold, and in general in such manner as the Trustee may determine, but so that the Company may and shall have a reasonable opportunity to bid at any such sale. Upon such taking possession or withdrawal or lease or sale of the Trust Equipment, the Company shall cease to have any rights

or remedies in respect to the Trust Equipment hereunder, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company, and no payments theretofore made by the Company for the rent or use of the Trust Equipment or any of it shall, in case of the happening of any Event of Default and such taking possession, withdrawal, lease or sale by the Trustee, give to the Company any legal or equitable interest or title in or to the Trust Equipment or any of it or any cause or right of action at law or in equity in respect of the Trust Equipment against the Trustee or the holders of interests hereunder. No such taking possession, withdrawal, lease or sale of the Trust Equipment by the Trustee shall be a bar to the recovery by the Trustee from the Company of rentals then or thereafter due and payable, or of principal and interest in respect of the Trust Certificates, and the Company shall be and remain liable for the same until such sums shall have been realized as, with the proceeds of the lease or sale of the Trust Equipment, shall be sufficient for the discharge and payment in full of the items mentioned in Section 5.04 hereof and all of the obligations of the Company under this Agreement (other than interest not then accrued), whether or not they shall have then matured.

It is expressly agreed that the rights of the Trustee under this Section 6.02 are subject to the rights of sublessees under valid and subsisting subleases described in and permitted by Section 5.09 hereof, and that the Trustee, so long as such sublessees are not in default under said subleases, shall not interfere with the rights of peaceful and undisturbed possession of such sublessees in and to any of the Trust Equipment in accordance with the terms of such subleases.

Section 6.03. Application of Proceeds. If, in case of the happening of any Event of Default, the Trustee shall exercise any of the powers conferred upon it by Sections 6.01 and 6.02 hereof, all payments made by the Company to the Trustee hereunder after such Event of Default, and the proceeds of any judgment collected from the Company by the Trustee hereunder, and the proceeds of every sale or lease by the Trustee hereunder of any of the Trust Equipment, together with any other sums and Investment Securities which may then be held by the Trustee under any of the provisions hereof (other than sums held in trust for the payment of specific Trust Certificates or a part thereof, or interest thereon), shall be applied by the Trustee to the payment, in the following order of priority: (a) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Agreement and (b) of

the interest then due, with interest on overdue interest at the Overdue Interest Rate, to the extent legally enforceable, and of the principal of all the outstanding Trust Certificates, with interest thereon at the Overdue Interest Rate, to the extent legally enforceable, from the last preceding Interest Payment Date, whether such Trust Certificates shall have then matured by their terms or not, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then pro rata without preference between principal and interest.

After all such payments shall have been made in full, the title to any of the Trust Equipment remaining unsold shall be conveyed by the Trustee (without warranties of any kind, except as to title, as to which the Trustee will give to the Company substantially the same warranties as those given by the Company to the Trustee in the bill of sale described in Section 4.03(d)(ii) hereof) to the Company, free from any further liabilities or obligations to the Trustee hereunder. If after applying all such sums of money realized by the Trustee there shall remain any amount due to the Trustee under the provisions hereof, the Company agrees to pay the amount of such deficit to the Trustee. If after applying all such sums of money realized by the Trustee there shall remain a surplus in the possession of the Trustee, such surplus shall be paid to the Company.

Section 6.04. Waivers of Default. Prior to the declaration of the acceleration of the maturity of the rentals and of the maturity of all the Trust Certificates as provided in Section 6.01 hereof, the holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding may on behalf of the holders of all the Trust Certificates waive any past Event of Default and its consequence, except an Event of Default in the payment of any installment of rental payable pursuant to Section 5.04 (b)(3), (b)(4), or (b)(5) hereof, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

If at any time after the principal of all the Trust Certificates shall have been declared and become due and payable or if at any time after the entire amount of rentals shall have been declared and become due and payable all as provided in Section 6.01 hereof, but before the Maturity Date, all arrears of rent (with interest at the Overdue Interest Rate upon any overdue installments, to the extent legally enforceable), the expenses and reasonable compensation of the Trustee, together with all expenses of the Trust occasioned by the Company's default,

and all other sums which shall have become due and payable by the Company hereunder (other than the principal of Trust Certificates, and any other rental installments, the maturity, of which shall at the time have been accelerated) shall be paid by the Company before any sale or lease by the Trustee of any of the Trust Equipment, and every other default in the observance or performance of any covenant or condition hereof shall be made good or secured to the satisfaction of the Trustee and the holders of the Trust Certificate, or provision deemed by the Trustee and the holders of the Trust Certificates to be adequate shall be made therefor, then, and in every such case, the Trustee, if so requested by the holders of a majority in principal amount of the Trust Certificates then outstanding, shall by written notice to the Company waive the default by reason of which there shall have been such declaration or declarations and the consequence of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 6.05. Obligations of Company Not Affected By Remedies. No retaking of possession of the Trust Equipment by the Trustee, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against the Company or in respect of the Trust Equipment, on the part of the Trustee or on the part of the holder of any Trust Certificate, nor any delay or indulgence granted to the Company by the Trustee or by any such holder, shall affect the obligations of the Company hereunder or under any Guaranty. The Company hereby waives presentation and demand in respect of any of the Trust Certificates and waives notice of presentation, of demand and of any default in the payment of the principal of and interest on the Trust Certificates.

Section 6.06. Company to Deliver Trust Equipment to Trustee. In case the Trustee shall rightfully demand possession of any of the Trust Equipment, other than Trust Equipment under valid subleases permitted by Section 5.09 hereof, in pursuance of this Agreement, the Company will, at its own expense, forthwith promptly cause such Trust Equipment to be drawn to such point or points as shall reasonably be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or, at the option of the Trustee, the Trustee may keep such Trust Equipment, at the expense of the Company, on any lines of railroad or premises approved by the Trustee until the Trustee shall have leased, sold or otherwise disposed of the same. It is hereby expressly covenanted and agreed that the performance of the foregoing covenant is of the essence of this Agreement

and upon application to any court having jurisdiction in the premises, the Trustee shall be entitled to a decree against the Company requiring the specific performance thereof.

Section 6.07. Trustee to Give Notice of Default. The Trustee shall give to the holders of the Trust Certificates notice of each default hereunder known to the Trustee within 20 days after it has knowledge thereof, whether or not such default shall have been remedied or cured before the giving of such notice. The term "default" as used in this Section 6.07 shall mean the happening of any event defined as an Event of Default in Section 6.01 hereof, except that, for the purposes of this Section 6.07 only, there shall be eliminated from the definition of any such event as specified in Section 6.01 hereof any reference to the making of a written demand or the continuance, or the continuance in force, for any period of days of a default or failure on the part of the Company referred to in such definition.

The Trustee shall not be deemed to have notice or knowledge of any default or Event of Default hereunder (except default in the payment of monies to the Trustee which are required by any provision hereof or any instrument entered into in accordance with the terms hereof to be paid to the Trustee on or before a specified date or within a specified time after receipt by the Trustee of a notice or certificate which was in fact received, and default in the delivery of any certificate or opinion expressly required to be delivered to the Trustee by any provision hereof), unless an officer of the Trustee shall have actual knowledge thereof or the Trustee shall have received notice from the Company, any sublessee of the Company under any Existing Lease (or any sublease permitted by Section 5.09 hereof) or the holder of any Trust Certificate, specifying the same.

Section 6.08. Unconditional Right of Holders of Trust Certificates to Sue for Principal and Interest. Notwithstanding any other provisions 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 that no such suit shall be instituted or prosecuted 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 6.09. 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 of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; provided, however, that such direction shall not be otherwise than in accordance with law and the provisions of this Agreement; and the Trustee, subject to the provisions of Section 9.02 hereof, shall have the right to decline to follow any such direction if the Trustee, acting on the advice of counsel, shall determine that the proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall, by a Responsible Officer or Officers of the Trustee, determine that the proceeding so directed would involve it in a personal liability, or if the Trustee in good faith should determine that the action so directed would be unjustly prejudicial to the holders of the Trust Certificates not taking part in such direction; and provided further, that nothing in this Agreement contained shall impair the right of the Trustee in its discretion to take any action deemed proper by the Trustee and which is not inconsistent with such direction by the holders of the Trust Certificates.

Section 6.10. 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. 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; 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 immediately 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. If the Company does not forthwith pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any such debt, tax, charge, assessment, obligation or claim as required by this Section 7.01, the Trustee may, but shall not be obligated to, pay and discharge the same, and any amounts so paid shall be due on demand and shall be secured by and under this Agreement until reimbursed by the Company.

Section 7.02. 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. The Company will, promptly after the execution and delivery of this Agreement (and prior to the delivery of any Trust Equipment to the Trustee hereunder) and of each Assignment of Existing Leases and any other sublease permitted under Section 5.09 hereof and each supplement or amendment hereto or thereto, as the case may be, cause the same to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act, as revised, and will cause appropriate financing statements respecting the same to be filed under applicable Uniform Commercial Codes. 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 required by the law of any jurisdiction in which use of the Trust Equipment is permitted under Section 5.09 hereof 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 in respect of any jurisdiction outside of the United States if (a) after giving effect to the failure to take such action, the Company has taken all action required by law to protect the title of the Trustee to units of Trust 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 fifth paragraph of Section 5.06 hereof) and (b) any unit of Trust Equipment at any time located in such jurisdiction shall have been marked with the marking specified in Section 5.07 hereof.

Promptly after the execution and delivery of this Agreement and of each Assignment and each supplement or amendment hereto or thereto, the Company will furnish to the Trustee an Opinion of Counsel stating that, in the opinion of such counsel, such document or a financing statement relating thereto, 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 thereunder and hereunder and reciting the details of such action; and the Company shall furnish to the Trustee, prior to April 30 of each year, commencing with the year in which the Sinking Fund Determination Date occurs, an Opinion of Counsel stating that, in the opinion of such counsel, (a) (i) such action has been taken with respect to the recording, filing, re-recording and refiling of this Agreement and of each Assignment and each supplement or amendment hereto or thereto, as the case may be, as is necessary for the proper protection of the right, title and interest of the Trustee to the Trust Equipment and the rights of the Trustee and holders of the Trust Certificates hereunder and thereunder, and (ii) reciting the details of such action or referring to prior opinions delivered to the Trustee pursuant to this Agreement which recite such details of such action, or (b) no such action is necessary for any of such purposes.

Section 7.03. 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.

Section 7.04. Merger or Consolidation. The Company covenants and agrees that if it should merge or consolidate with, or transfer all or substantially all its assets to, another corporation, the survivor of such merger or consolidation or such transferee shall be a solvent corporation organized under the laws of the United States of America or a state thereof or the District of Columbia and such survivor (if not the Company) or transferee shall assume all the obligations and liabilities of the Company hereunder and as guarantor of the Trust Certificates and have a Tangible Net Worth equal to or greater than that of the Company.

Section 7.05. Tangible Net Worth. The Company covenants and agrees that, so long as any of the Trust

Certificates are outstanding, it will maintain a Tangible Net Worth of not less than the Tangible Net Worth which the Company is required to maintain under any other equipment financing agreements to which it is a party, but in no event less than $15,000,000.

Section 7.06. Insurance. The Company covenants and agrees that, so long as any of the Trust Certificates are outstanding, it will, at its own expense, cause to be carried and maintained insurance in respect of the Trust Equipment and public liability insurance in amounts and against risks customarily insured against by the Company on railroad equipment owned by it. Such insurance on any Trust Equipment shall be payable to the Trustee and the Company as their interests may appear. The Company will forthwith give notice to the Trustee of the cancellation of any such insurance, and the Company will give to the Trustee a certificate reflecting the replacement of insurance required to be maintained pursuant to this Section 7.06.

Section 7.07. 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 payable, in accordance with the provisions thereof or of this Agreement (and, if not so paid, with interest thereon until paid at the Overdue Interest Rate, to the extent legally enforceable), and shall receive interest thereon in like money at the Interest Rate as specified therein, at the times and place and otherwise as expressed in the Trust Certificates and this Agreement (and, if not so paid, with interest thereon until paid at the Overdue Interest Rate, to the extent legally enforceable) and the Company 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 the interest thereon, in substantially the form herein set forth. Each such Guaranty so endorsed shall be signed in the name and on behalf of the Company by the manual signature of its president, a vice president or the treasurer. In case any officer of the Company whose signature shall appear on any such 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 such Guaranty had not ceased to be or had then been such officer.

Section 7.08. Future Rights to Other Equipment. If there exists an Event of Default or a Collateral Deficiency (as defined below) under this Agreement at the termination of any of the Prior Equipment Trusts, the Company agrees that it will not, except as otherwise required by the second paragraph of this Section 7.08 or by similar provisions in any equipment trust agreement establishing a Prior Equipment Trust or a Future Equipment Trust (as defined in the third paragraph of this Section 7.08), sell, assign or otherwise transfer or grant a security interest in, or otherwise encumber, the railroad equipment previously covered by such terminating Prior Equipment Trusts (railroad equipment included within the Prior Equipment Trusts to secure the obligations of the Company thereunder shall be collectively referred to in this Section 7.08 as the "Railroad Equipment", and the Railroad Equipment that has been fully and completely released from a terminated Prior Equipment Trust shall be collectively referred to in this Section 7.08 as the "Released Equipment") and, except as otherwise permitted or required by the second paragraph of this Section 7.08, that it will maintain title to any such Released Equipment in the Company, free and clear of any encumbrance or security interest in, or on behalf of, a third party so long as the Event of Default or the Collateral Deficiency exists. A "Collateral Deficiency" shall be determined to exist under this Agreement when the net book value (as reflected on the records of the Company and determined in accordance with generally accepted accounting principles) of the Trust Equipment, together with Deposited Cash, and other cash or Investment Securities on deposit with the Trustee or to be deposited with the Trustee pursuant to subparagraph (2) of the first paragraph of Section 5.08 hereof, is equal to less than 125% of the aggregate principal amount of the Trust Certificates outstanding at the time of the determination of the Collateral Deficiency.

Should there exist a Collateral Deficiency under this Agreement at any such termination of a Prior Equipment Trust, the Company further agrees, subject to the provisions of the next succeeding paragraph of this Section 7.08, to convey to the Trustee hereunder sufficient quantities of the Released Equipment as is necessary to cure the Collateral Deficiency, provided, however, that should no Event of Default or Collateral Deficiency exist under this Agreement at such termination, or should there exist an Event of

Default or Collateral Deficiency hereunder at such termination but such Event of Default or Collateral Deficiency be subsequently cured or corrected, the Company shall be free to use, refinance, sell, transfer or otherwise dispose of or encumber the Released Equipment free and clear of any and all claims of the Trustee or the holders of the Trust Certificates or as may otherwise exist pursuant to, or by virtue of, this Agreement.

If at any such termination of a Prior Equipment Trust, there should exist a Collateral Deficiency under this Agreement and under any other Collateral Deficiency Agreement, the Company agrees, subject to the rights, if any, of interested parties under any Prior Equipment Trust, that the Released Equipment conveyed to the Trustee hereunder and to the trustee or trustees under any other Collateral Deficiency Agreement or Agreements will be conveyed and allocated (based on the actual fair value of such Released Equipment at the time of such Collateral Deficiency) pro rata based on the outstanding principal amount of Trust Certificates under this Agreement and the outstanding principal amount of trust certificates under each such other Collateral Deficiency Agreement.

At the time of a conveyance of Released Equipment by the Company to the Trustee pursuant to this Section 7.08, the Company shall deliver to the Trustee papers corresponding to those set forth in subparagraph (1) through (4) of the second paragraph of Section 5.06 hereof insofar as they relate to the conveyance. The parties hereto agree that no present interest in or to the Railroad Equipment is conveyed to the Trustee or to the holders of the Trust Certificates pursuant to this Section 7.08 or any other provision of this Agreement.

Section 7.09. Preservation of Franchises and Existence. Except as otherwise permitted by Section 7.04, the Company will maintain its corporate existence, rights and franchises in full force and effect, provided that nothing in this Section 7.09 shall prevent the Company from discontinuing its operations in any particular state or at any particular location or locations within the state if, in the opinion of the Board of Directors of the Company, such discontinuance or termination is in the interest of the Company, and if such discontinuance or termination is not disadvantageous in any material respect to the holders of the Trust Certificates or in violation of any provisions of this Agreement.

Section 7.10. Additional Rights to Other Equipment. Subject to the provisions of Section 7.08 hereof and similar provisions of any other Collateral Deficiency Agreement, the Company agrees that at the termination of the Series 10 Prior Equipment Trust established by the Company pursuant to the Equipment Trust Agreement dated as of January 19, 1977, by and between Mercantile National Bank at Dallas, as Trustee, and the Company, the Company agrees that it will convey or cause to be conveyed to the Trustee hereunder the Railroad Equipment (as defined in Section 7.08) then subject to said Prior Equipment Trust. The Company further agrees to assign or cause to be assigned to the Trustee hereunder, on terms substantially similar to those contained in an Assignment, all of the "Existing Leases" (as defined in said Equipment Trust Agreement) and subleases then permitted by Section 5.09 of said Equipment Trust Agreement to which such Railroad Equipment is then subject.

At the time of the conveyance of Railroad Equipment to the Trustee contemplated by this Section 7.10, the Company shall deliver to the Trustee papers corresponding to those set forth in subparagraph (1) through (4) of the second paragraph of Section 5.06 hereof insofar as they relate to the conveyance. The parties hereto agree that no present interest in or to the Railroad Equipment subject to said Prior Equipment Trust is conveyed to the Trustee or to the holders of the Trust Certificates pursuant to this Section 7.10. All Railroad Equipment subject to said Prior Equipment Trust conveyed to the Trustee as contemplated by this Section 7.10, shall upon such conveyance constitute "Trust Equipment" (as defined in this Agreement) and become subject to all of the terms and provisions of this Agreement, including, without limitation, Section 5.05 hereof.

ARTICLE EIGHT

Concerning the Holders of Trust Certificates

Section 8.01. 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 unpaid 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 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.

Section 8.02. Proof of Execution of Instruments and of Holding of Trust Certificates. Subject to the provisions of Section 9.02 hereof, 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:

(a) 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 by a guarantee of the signature of such person by a trust company, a bank or a member firm of the New York Stock Exchange.

(b) 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 8.02 as it shall deem necessary.

Section 8.03. 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 an Affiliate of the Company or any other such 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 8.04. Right of Revocation of Action Taken. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 8.01 hereof, of the taking of any action by the holders of the percentage in aggregate unpaid 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 8.02 hereof, 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 unpaid 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 NINE

The Trustee

Section 9.01. Acceptance of Trusts. The Trustee hereby accepts the trust imposed upon it by this Agreement, 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 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 willful 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 specif-

ically 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 or that its action or inaction was contrary to the express provisions of this Agreement; 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 unpaid 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.

None of the provisions contained in this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

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

(a) the Trustee may rely and shall be protected in acting or refraining 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 and not contrary to any express provisions of this Agreement;

(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 thereon or thereby; and

(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.

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) hereof 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 hereof, 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 expense; and, except as aforesaid, the Trustee shall not be responsible for the filing or recording or refiling or re-recording of this Agreement or of any supplement hereto or statement of new numbers.

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 may allow interest upon any such monies held by it in trust at the rate generally prevailing among Dallas 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, or paid to, it pursuant to Section 5.06 hereof or Section 5.08 hereof or otherwise (hereinafter in this Section 9.05 called "Replacement Funds") in Investment Securities, at such prices not

in excess of fair market value at the time of investment, 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 premium and 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) hereof.

The Company, if not 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 hereof, and any interest (in excess of accrued interest paid from Deposited Cash at the time of purchase) or other profit which may be realized from any sale or redemption of Investment Securities.

Section 9.06. Trustee Not Liable for Delivery Delays or Defects in Equipment or Title; May Perform Duties by Agents; Reimbursement of Expenses; Holding of Trust Certificates; Monies Held in Trust. Except as otherwise provided in Section 9.02, the Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the manufacturers or owners thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto. THE TRUSTEE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF ANY OF THE TRUST EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE TRUST EQUIPMENT.

Except as otherwise provided in Section 9.02, the Trustee may perform its powers and duties hereunder with respect to the delivery and acceptance of the Trust

Equipment by and through such attorneys, agents or servants as it shall appoint, and shall be answerable for only its own acts, negligence and willful 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).

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

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

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

Section 9.07. Persons Eligible for Appointment as Trustee. There shall at all times be a Trustee hereunder which shall be either Mercantile National Bank at Dallas, a national banking association, or a bank or trust company organized and doing business under the laws of the United States of America or of the State of Texas or of the State of New York, having its principal office and place of business in the Cities of Houston, Dallas or Forth Worth in the State of Texas, or in the City of New York in the State of New York, having a combined capital and surplus of at least $100,000,000 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 bank or trust company 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 9.07, the combined capital and surplus of such bank or trust company 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 9.07, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.08 hereof.

Section 9.08. 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 specifying the date such resignation is to become effective (which shall not be less than 30 days after the mailing of such notice). 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, on behalf of such holder 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 cease to be eligible in accordance with the provisions of Section 9.07 hereof and shall fail to resign after written request therefor by the Company or by any such holder of a Trust Certificate, or

(2) the Trustee shall become incapable of acting, or be declared 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, 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 8.01 hereof of the action taken by the holders of the Trust Certificates.

(d) The Company shall give notice of each resignation, removal or incapacity of the then Trustee or of a vacancy occurring in the office of the Trustee for any other cause and of each appointment by the Company of a successor trustee pursuant to Section 9.08(c) by mailing written notice of such event to the holders of all outstanding Trust Certificates.

(e) Any resignation or removal of the Trustee and any appointment of a successor trustee pursuant to any of the provisions of this Section 9.08 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 9.09 hereof.

Section 9.09. Acceptance of Appointment by Successor Trustee. Any successor trustee appointed as provided in Section 9.08 hereof 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, titles, 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, titles 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, titles 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 hereof.

No successor trustee shall accept appointment as provided in this Section 9.09 unless at the time of such acceptance such successor trustee shall be eligible under the provisions of Section 9.07 hereof.

Upon acceptance of appointment by a successor trustee as provided in this Section 9.09, the Company shall mail notice of the succession of such trustee hereunder to the holders of Trust Certificates at their last addresses appearing upon 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 9.10. 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 eligible under the provisions of Section 9.07 hereof, 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 9.11. Annual Report of Trustee. So long as any Trust Certificate is outstanding, the Trustee will, within 30 days prior to each June 1 commencing in the calendar year following the calendar year in which occurs the first delivery of any of the Trust Equipment to it or its agent or agents hereunder, cause to be delivered to the Long-Term Purchaser a written report:

(i) listing the policies of insurance then outstanding and in effect, the names of the companies issuing such insurance, the amounts and expiration date or dates of such insurance and the risk or risks covered thereby and any material changes in such insurance since the last report;

(ii) setting forth a list and description of the Equipment under the Equipment Trust Agreement setting forth the name of the lessees or sublessees thereof and the unexpired term of the Existing Leases or subleases, including renewals thereof, to which such Equipment is subject;

(iii) setting forth the amount of any cash held by it pursuant to Section 5.06 or 5.08(a); and

(iv) setting forth the facts and circumstances with respect to any default (as defined in Section 6.07) or Event of Default which has, to its knowledge, occurred, and whether such default or Event of Default has been waived, cured or is continuing.

ARTICLE TEN

Miscellaneous

Section 10.01. 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 10.02. No Recourse. No recourse under any obligation, covenant or agreement of this Agreement 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 is solely a corporate obligation, 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 the obligations, covenants or agreements contained in this Agreement, 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.

Section 10.03. 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 in the opinion of such person, such condition or covenant has been complied with.

Section 10.04. 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 10.05. 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 to (a) in the case of the Company, 1700 West Loop South, Suite 1500, Houston, Texas 77027, Attention: President, or such other address as may hereafter be furnished to the Trustee in writing by the Company, (b) in the case of the Trustee, 1704 Main Street, Dallas, Texas 75201, Attention: Trust Officer, or such other address as may hereafter be furnished to the Company in writing by Trustee, and (c) in the case of the holders of Trust Certificates, to the respective addresses of such holders on the books of the Trustee maintained pursuant to Section 2.05(d) hereof. 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. Any notice so addressed and mailed shall be deemed to be given on whichever of the following dates shall first occur: (i) the date of actual receipt thereof by the intended recipient, (ii) the fifth day next following the date mailed, or (iii) if the substance thereof is communicated to the intended recipient by hand delivery, telephone or telex on or prior to the date of such mailing, the date so mailed.

Section 10.06. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 10.07. Counterparts. This Agreement has been executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

Section 10.08. 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 10.09. 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 Texas.

Section 10.10. No Changes Without Consent of the Holders of Trust Certificates. No change shall be made in this Agreement or in the Trust Certificates without the written consent of all of the holders of Trust Certificates.

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:

MERCANTILE NATIONAL BANK AT DALLAS

By _____
Trust Officer

[Corporate Seal]

Attest:

_____
Secretary

RICHMOND LEASING COMPANY

By _____
President

STATE OF TEXAS)
: ss.:
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared Lonnie G. Diggs , to me personally known, who, being by me duly sworn says that he is a Trust Officer of MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank 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 bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of September 1980.

Bea J Mackovsky
Notary Public in and for
Dallas County, T E X A S

STATE OF TEXAS)
: ss.:
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM WALTON, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of RICHMOND LEASING COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of Sept, 1980.

Adelia M. Castro
Notary Public in and for
Harris County, T E X A S

ADELIA M. CASTRO
Notary Public in and for the State of Texas
My Commission expires March 6, 1984

EXHIBIT A
TO EQUIPMENT TRUST AGREEMENT

DESCRIPTION OF TRUST EQUIPMENT

Quantity and type	Class	Capacity in gallons or cu. ft.	Initialed car numbers	Date of earliest service	Term of lease	Monthly rental
40 tank cars	111A100W1	13,500 Gal.	RTMX 1187 thru 1220 RTMX 1539 thru 1544	August, 1980	60 Mos.	$23,960
30 tank cars	111A100W1	13,500 Gal.	RTMX 1221 thru 1250	September, 1980	60 Mos.	17,970
30 tank cars	111A100W1	13,500 Gal.	RTMX thru	January, 1981	60 Mos.	17,550
50 tank cars	111A100W1	13,500 Gal.	RTMX 1020 thru 1069	October, 1980	60 Mos.	30,000
25 tank cars	111A100W1	13,500 Gal.	RTMX thru	October, 1980	60 Mos.	14,625
15 tank cars	111A100W1	16,000 Gal.	RTMX 1630 thru 1644	October, 1980	60 Mos.	8,070
23 tank cars	105A300W	25,000 Gal.	RTMX 2812 thru 2834	October, 1980	60 Mos.	14,605
10 tank cars	105A300W	34,000 Gal.	RTMX thru	November, 1980	60 Mos.	7,130

Exhibit B to
Equipment Trust Agreement

EXISTING LEASES

1. Tank Car Lease and Service Contract dated February 28, 1980 between Richmond Leasing Company and Hooker Chemical Properties Corporation covering the following described railroad cars:

Number of Cars	Type	Car Numbers
12	13,500 Gallon DOT111A100W1 Tank Cars	RTMX 1187 thru 1198

2. Rider 1 and 1A both dated July 28, 1980 to tank Car Lease and Service Contract dated July 28, 1980 between Richmond Leasing Company and Coastal Sulphur Inc. as agents for Real International Marketing, Ltd. covering the following described railroad cars:

Number of Cars	Type	Car Numbers
20	13,500 Gallon DOT111A100W1 Tank Cars	RTMX 1221 thru 1240

Exhibit C to
Equipment Trust Agreement

ASSIGNMENT

(RICHMOND LEASING COMPANY EQUIPMENT TRUST SERIES 15)

Dated as of

_____, 19__

Between

MERCANTILE NATIONAL BANK AT DALLAS,

Trustee

and

RICHMOND LEASING COMPANY

ASSIGNMENT, dated as of , 19 , between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association incorporated and existing under the laws of the United States, acting as Trustee under an Equipment Trust Agreement dated as of September 15, 1980 (hereinafter called the "Trustee"), and RICHMOND LEASING 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 certain railroad equipment (hereinafter called the "Trust Equipment") pursuant to said Equipment Trust Agreement dated as of September 15, 1980 (hereinafter called the "Trust Agreement"); and

WHEREAS, title to such Trust Equipment is to be vested in and is to be retained by the Trustee and such Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit A hereto (hereinafter, whether one or more, called the "Leases") between the Company and the lessee or lessees named therein; and

WHEREAS, Richmond Leasing Company 12-1/2% Equipment Trust Certificates due June 30, 1993 (Series 15) have been or are to be issued and sold in an aggregate principal amount not exceeding $10,000,000 and the aggregate proceeds (including accrued interest, if any) of such sale which shall equal the aggregate principal amount of the Trust Certificates so issued and sold shall constitute a fund to be known as the Richmond Leasing Company Equipment Trust Series 15 to be delivered by the Trustee from time to time to the Company to reimburse the Company for up to 80% of the cost of the Trust Equipment, the remainder of the cost of the Trust Equipment to be paid by the Company, as provided in the Trust Agreement; and

WHEREAS, it is desired to grant to the Trustee an assignment of and a security interest in and to the Leases and other collateral described below;

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

Subject to the rights of lessees under Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title

and interest as lessor in, to and under the Leases described in Exhibit A hereto together with all rights, powers, privileges, and other benefits of the Company as lessor under the Leases in respect of the Trust Equipment, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all the Company's right to receive and collect all per diem, mileage or other payments now or hereafter to become payable to the Company in respect of such units of Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise; provided, however, that until the happening of an Event of Default (as such term is defined in the Trust Agreement) the Trustee hereby appoints the Company its agent to collect and receive any and all of such rentals and other payments and to take any and all actions in respect of such Leases and the Trustee shall not otherwise collect or receive any of such rentals or other payments or take any other action in respect thereof. The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

It is expressly understood and agreed that the assignment made and security interest granted herein apply only to the Leases (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar as such Leases cover or otherwise apply to the rail cars described in Exhibit A hereto and any rail cars substituted as replacements for the rail cars described in Exhibit A hereto, ipso facto, without further instrument of assignment (but do not apply to any rail cars added to such Leases as additional and not replacement rail cars).

It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of lessees under the Leases, and that the Trustee, so long as any such lessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of the Trust Equipment in accordance with the terms of such Lease.

In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust

Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem, mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under any Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under any Lease or otherwise shall be and remain enforceable against and only against the Company.

Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.

Upon the release of any unit of Trust Equipment pursuant to Section 5.06 of the Equipment Trust Agreement, this Assignment shall terminate pro tanto with respect to (i) such unit of Trust Equipment and (ii) rights assigned to the Trustee hereby and by the Equipment Trust Agreement in the Leases insofar as they relate to such unit of Trust Equipment, and upon such partial termination such unit of Trust Equipment and rights shall revert to the Company or to such person or persons as may be legally entitled thereto, provided, however, that if an Event of Default has occurred and is then continuing, such termination and reversion shall not occur until such Event of Default shall have been cured or waived in accordance with the provisions of the Equipment Trust Agreement. After any partial termination, the provisions of this Assignment shall no longer be applicable to such unit of Trust Equipment and rights, and the Trustee shall at the request of the Company or such other person, and at the expense of the Company, deliver to the Company or such other person, a writing evidencing such partial termination.

The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of the Lease or otherwise, or to enforce any provisions of any Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever.

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.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed to (a) in the case of the Company, 1700 West Loop South, Suite 1500, Houston, Texas 77027, Attention: President, 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, 1704 Main Street, Dallas, Texas 75201, Attention: Trust Officer, 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.

This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts together constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

The provisions of this Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respec-

tive 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:

MERCANTILE NATIONAL BANK AT DALLAS, Trustee

By_____
Trust Officer

_____

[Corporate Seal]

Attest:

RICHMOND LEASING COMPANY

By_____
President

_____

THE STATE OF TEXAS)
:
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day before me personally appeared _____ to me personally known who being by me duly sworn says that he is a _____ of MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 19__.

_____
Notary Public in and for
Dallas County, T E X A S

STATE OF TEXAS)
:
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM WALTON, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of RICHMOND LEASING COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 19__.

_____
Notary Public in and for
Harris County, T E X A S