



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

11434 X

RECORDATION NO. Filed 1425

JAN 30 1980 -10 03 AM

January 29, 1980

INTERSTATE COMMERCE COMMISSION
Secretary
Interstate Commerce Commission
Washington, DC 20423

11434
RECORDATION NO. Filed 1425
JAN 30 1980 -10 03 AM

No. 0-C30A037
Date JAN 30 1980
Fee \$ 50.00

INTERSTATE COMMERCE COMMISSION ICC Washington, D. C.
Section 11303 Filing: Equipment Trust Agreement
dated as of January 1, 1980, by and between North American
Car Corporation ("North American") and Continental Illinois Na-
tional Bank and Trust Company of Chicago, as Trustee

New number

All cars restated in - A

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the Equipment Trust Agreement dated as of January 1, 1980 (the "Agreement") by and between North American and Continental Illinois National Bank and Trust Company of Chicago, as Trustee ("Trustee"), 30 North LaSalle Street, Chicago, Illinois.

Under the Agreement, North American leases the equipment described therein from the Trustee in accordance therewith and assigns to the Trustee as security for North American's obligation under the Agreement all amounts due and payable under any sublease of the Equipment or any guaranty thereof.

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$50 as the recording fee for the Agreement.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly file two of each of the enclosed counterparts for record in your office and to return the remaining counterparts, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Yours very truly,

James M. Gillespie
Attorney

dlg
cc R. Noback

Copy to Mr. Wheeler
[Signature]

All cars restated 111 - A

11434

RECORDATION NO. Filed 1423

JAN 30 1980 - 10 03 AM

INTERSTATE COMMERCE COMMISSION

NORTH AMERICAN CAR CORPORATION

TO

**CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,**

Trustee

Equipment

Trust Agreement

Dated as of January 1, 1980

Aggregate Principal Amount

\$15,000,000

North American Car Corporation

10¼ % Equipment Trust Certificates Due March 1, 2000

First 1980 Series

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*In accordance with Section 12.08 of the Equipment Trust Agreement, this Table of Contents has been inserted for purposes of convenience and ready reference and does not constitute a part of the Agreement.

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EQUIPMENT TRUST AGREEMENT (hereinafter called the "Trust Agreement" or the "Agreement"), dated as of January 1, 1980, by and between Continental Illinois National Bank and Trust Company of Chicago, a national banking association, as the Trustee and NORTH AMERICAN CAR CORPORATION, a corporation duly organized and validly existing and in good standing under the laws of the state of Delaware (the "Company").

WHEREAS, the Company has agreed to cause to be sold, transferred, and delivered to the Trustee the railroad equipment described in Attachment A hereto in accordance with the terms, and subject to the conditions, hereof; 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 by way of this Trust Agreement until title thereto is transferred under the provisions hereof, except as otherwise provided herein; and

WHEREAS, North American Car Corporation Equipment Trust Certificates, First 1980 Series (the "Trust Certificates"), are to be issued and sold in an aggregate principal amount not exceeding \$15,000,000, and the net proceeds (as hereinafter defined) of such sale, together with such other cash, if any, as may be required to be deposited by the Company as hereinafter provided, are to constitute a fund equal to the aggregate principal amount of the Trust Certificates so issued and sold, to be known as the NORTH AMERICAN CAR CORPORATION EQUIPMENT TRUST, First 1980 Series, to be applied by the Trustee as hereinafter provided; and

WHEREAS, the texts of the Trust Certificates and of the guaranties of the Company to be endorsed on the Trust Certificates are to be substantially in the following respective forms:

[FORM OF TRUST CERTIFICATE]

Principal Amount
U.S. \$ _____

Chicago, Illinois
No.

**NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST CERTIFICATE,
First 1980 Series**

INTEREST AT THE RATE OF 10¼% PER ANNUM
Due March 1, 2000
CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, *Trustee*

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, Trustee under an Equipment Trust Agreement (hereinafter called the "Trust Agreement"), dated as of January 1, 1980, between Continental Illinois National Bank and Trust Company of Chicago, Trustee (the "Trustee"), and North American Car Corporation, hereby certifies that _____, or registered assigns, is entitled to an interest of U.S. \$ _____ in North American Car Corporation Equipment Trust, First 1980 Series, due March 1, 2000, and to interest thereon, from and including, the date hereof, computed on the basis of a 30-day month, 360-day year, and payable on March 1, June 1, September 1, and December 1 of each year at the rate of 10¼% per annum until the entire principal amount hereof becomes due and payable (whether at stated maturity or at a date fixed for a sinking fund payment or by declaration or otherwise), and at the rate of 11¼% per annum, to the extent legally enforceable, on any overdue principal and, to the extent legally enforceable, on any overdue instalment of interest; such principal and interest being

payable to the registered holder at the corporate trust office of the Trustee, which on the date hereof is located at 30 North LaSalle Street, Chicago, Illinois 60693, 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. If interest on this Trust Certificate is payable March 1, 1980, such interest will include payment for the date hereof. Subject to the provisions of the Trust Agreement, payment of interest may be made by check mailed to the address of the person entitled thereto at such address as shall appear on the registration books of the Trustee or by such other means as are permitted under the Trust Agreement. Such principal and interest are payable, however, only from and out of rentals, when and as received by the Trustee, under the Trust Agreement, and from and out of such moneys received by the Trustee as may be applicable thereto under the terms of the Trust Agreement.

This Trust Certificate is one of an issue of Trust Certificates, limited in aggregate principal amount to \$15,000,000 all issued in fully registered form in accordance with the Trust Agreement under which the railway equipment (therein called "Trust Equipment") or Deposited Cash (as such term is defined in the Trust Agreement) in lieu thereof, as provided in the Trust Agreement are held by the Trustee in trust for the equal benefit of the holders of the interests represented by such Trust Certificates, to which Trust Agreement, as filed with the Trustee, reference is hereby made for a further statement of the rights of the holder of this Trust Certificate and of the rights and obligations of North American Car Corporation and of the Trustee.

As a sinking fund for the Trust Certificates, the Trust Agreement provides for the payment by North American Car Corporation to the Trustee, on or before March 1 in each year, commencing March 1, 1981, and continuing to and including March 1, 1999, of additional rental in an amount sufficient to redeem 5% of the aggregate original principal amount of Trust Certificates in each such year.

This Trust Certificate is transferable by the registered holder hereof in person or by attorney duly authorized in writing on registration books to be kept for that purpose at the office of the Trustee in Chicago upon surrender and cancellation of this Trust Certificate, whereupon a new Trust Certificate or Trust Certificates in a like aggregate principal amount, of like maturity and bearing a like rate of interest will be issued to the transferee in exchange therefor, in the manner and on the conditions provided in the Trust Agreement.

In case of default in the performance or observance of any of the covenants of North American Car Corporation contained in the Trust Agreement, the principal amount represented by this Trust Certificate might become or be declared due and payable, in the manner, and with the effect, provided in the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has authorized and caused this Trust Certificate to be executed and delivered by one of its Vice Presidents or Second Vice Presidents, and its seal to be hereunto affixed and to be attested by one of its Trust Officers, as of

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO,

Trustee

(SEAL)

By _____

Vice President

Attest:

Trust Officer

[FORM OF GUARANTY OF THE TRUST CERTIFICATE]

North American Car Corporation, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby unconditionally guaranties to the registered holder of the Trust Certificate on which this guaranty is endorsed the prompt payment, when and as due, of the principal of such Trust Certificate and of the interest thereon specified in such Trust Certificate, together with interest on any overdue principal, to the extent legally enforceable, and, to the extent legally enforceable, on any overdue instalment of interest, each at the respective rates set forth in such Trust Certificate and the Trust Agreement referred to therein, all in accordance with the terms of such Trust Certificate and such Equipment Trust Agreement, all in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

NORTH AMERICAN CAR CORPORATION

By _____
Vice President

WHEREAS, it is desired to secure to the holders of the Trust Certificates the payment of the principal thereof at maturity (whether at stated maturity or at a date fixed for a sinking fund payment or by declaration or otherwise), as hereinafter more particularly provided, with interest to said date of maturity, as hereinafter provided, payable quarterly on March 1, June 1, September 1, and December 1 in each year, and to evidence the rights of the holders of the Trust Certificates in substantially the forms hereinbefore set forth;

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

ARTICLE I.

DEFINITIONS.

SECTION 1.01. *Definitions.* Unless the context otherwise specifies or necessarily requires, the terms defined in this Article I shall, for all purposes of this Trust Agreement, have the meanings herein specified, the following definitions to be equally applicable to both the singular and plural forms of any of the terms herein defined.

AAR Value:

The term "AAR Value" shall, in respect of any unit of Equipment, mean the value of such unit as determined in accordance with the Interchange Rules adopted by the Association of American Railroads, Mechanical Division, Operations and Maintenance Department, in effect on the date an AAR Value is to be determined or, if there are no such applicable Interchange Rules then in effect, in accordance with generally accepted accounting principles.

Affiliate of the Company:

The term "Affiliate of the Company" shall mean any person directly or indirectly controlling, controlled by, or under direct or indirect common control with, the Company and shall include any Subsidiary. A person shall be deemed to control a second person, for the purpose of this definition, if such first person possesses, directly or indirectly, the power to direct, or to cause the direction of, the management or financial policies of such second person, whether through the ownership of voting securities, by contract, or otherwise.

Company:

The term "Company" shall mean North American Car Corporation, a Delaware corporation, and shall also include its successors and assigns.

Corporate Trust Office:

The term "Corporate Trust Office" shall mean the principal office of the Trustee in the City of Chicago, County of Cook, State of Illinois, 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 Trust Agreement, located at 30 North LaSalle Street, Chicago, Illinois 60693.

Corporation:

The term "corporation" shall also include voluntary associations, joint stock companies, and business trusts.

Cost:

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

Date of Closing

The term "Date of Closing" shall have the same meaning ascribed thereto in the Purchase Agreements, unless the context otherwise specifies or necessarily requires.

Date of Delivery

The term "Date of Delivery" shall mean a date on which the Company causes any Equipment described in Attachment A hereto to be sold, assigned, and transferred to the Trustee, in accordance with Article IV.

Deposited Cash:

The term "Deposited Cash" shall mean the aggregate of (a) the proceeds from the sale of the Trust Certificates deposited with the Trustee pursuant to Section 2.01 and, when specified or otherwise required by the context, any Investment Securities (as such term is defined below) purchased by the use of such proceeds pursuant to the provisions of Section 9.04, and (b) any sums restored to Deposited Cash from rentals pursuant to Section 5.04 (a) (2) and on deposit with the Trustee.

Depreciated Cost:

The term "Depreciated Cost" shall mean the Cost of the respective Equipment, less an amount equal to $\frac{1}{25}$ th of the Cost of each unit of the respective Equipment for each full period of one year elapsed between the last day of the month in which such unit was first put into use and the date as of which the Depreciated Cost is determined.

Engineer's Certificate:

The term "Engineer's Certificate" shall mean a certificate signed by the Chairman of the Board or the President or a Vice President of the Company, or by any other officer or employee of the Company appointed by the Company and approved by the Trustee in the exercise of reasonable care; provided, however, that any Engineer's Certificate required to be delivered hereunder shall be signed by an Independent Engineer (as such term is defined below) if so requested in writing addressed to the Company and the Trustee by holders of not less than 25% in aggregate principal amount of the Trust Certificates then outstanding.

Equipment:

Equipment shall mean standard-gauge railroad equipment (other than passenger or work equipment) first put into use as new equipment on or after September 1, 1979, except that, for the

purposes of Sections 5.06 and 5.08, where railroad equipment is being conveyed to the Trustee (a) in replacement of Trust Equipment (1) sold or contracted to be sold by the Company, or (2) which has suffered a Loss Occurrence (as such term is defined in Section 5.08), or (b) against the payment by the Trustee to the Company of cash deposited pursuant to Section 5.06 or 5.08 in respect of Trust Equipment (1) so sold or contracted to be sold, or (2) which has suffered a Loss Occurrence; Equipment means standard-gauge railroad equipment (other than passenger or work equipment), irrespective of when first put into use.

Event of Default:

The term "Event of Default" shall mean any event specified in Section 6.01, continued for the period of time, if any, therein specified.

Holder:

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

Improvement Equipment:

The term "Improvement Equipment" shall mean improvements to Trust Equipment required to be added pursuant to regulations or rules issued by the United States Department of Transportation, The Association of American Railroads, or other similar governmental or non-governmental organizations having jurisdiction over the operation, safety, or use of railroad equipment, required to qualify such units for operation in railroad service or interchange and which have been and continue to be attached to Trust Equipment; provided, however, that the term "Improvement Equipment" shall mean only those of such improvements whose cost is required to be recorded on the financial records of the Company as a capital expenditure at the time of the addition to the Trust Equipment.

Independent Engineer:

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

Investment Securities:

The term "Investment Securities" shall mean (a) bonds, notes, or other direct obligations of the United States of America or obligations for which the full faith and credit of the United States is pledged to provide for the payment of the interest and principal, with a maturity of one year or less from the date of original issue, (b) certificates of deposit or time deposits with a maturity of one year or less from the date of original issue or deposit, in banks or trust companies (including the Trustee) incorporated and doing business under the laws of the United States of America or one of the States thereof (including certificates of deposit issued by foreign offices of such banks or trust companies payable in U.S. dollars) having a capital and surplus aggregating at least \$100,000,000 and (c) commercial paper, with a maturity of one year or less from the date of original issue, rated the highest rating granted any commercial paper of any issuer by Standard & Poor's Corporation or by

NCO/Moody's Commercial Paper Division of Moody's Investors Service, Inc., or the successor to either of them, with a maturity of one year or less from the date of original issue.

Leases:

The term "Leases" shall mean all the present or future leases, subleases, bailments, and agreements to lease or bail all or any of the Trust Equipment made by the Company or any Affiliate of the Company, or any predecessor in title as lessor; and all present or future agreements whereby the Company, any Affiliate of the Company, or any predecessor in title as owner or lessor, gives any other person a right to use any of the Trust Equipment together, in each case, with all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements, or substitutions thereof or therefor which may hereafter be effected or entered into.

Letter of Credit:

The term "Letter of Credit" shall mean an unconditional, irrevocable documentary standby letter of credit, in form and substance acceptable to the Trustee, which is issued to the Trustee as beneficiary thereof by a bank or trust company organized and doing business under the laws of the United States of America or any State thereof, having capital and surplus aggregating at least \$100,000,000.

Officers' Certificate:

The term "Officers' Certificate" shall mean a certificate signed by any two of the Chairman of the Board, the President, and any Vice President of the Company; or any one of the foregoing and any one of the Treasurer, the Assistant Treasurers, the Secretary, and the Assistant Secretaries of the Company.

Opinion of Counsel:

The term "Opinion of Counsel" shall mean an opinion in writing signed by legal counsel who shall be satisfactory to the Trustee and who may, unless in a particular instance the Trustee shall otherwise require, be an employee of or of counsel to the Company or, if applicable, the Canadian Subsidiary. 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.

Person:

The "person" shall mean and include an individual, a partnership, a corporation, a trust, an unincorporated organization, and a government or any department or agency thereof.

Purchase Agreements:

The term "Purchase Agreements" shall mean the purchase agreements, dated as of January 1, 1980, respectively between the Company, on one hand, and, with respect to any one of the Purchase Agreements, one of Bankers Life Company, Aid Association for Lutherans, American United Life Insurance Company, Indianapolis Life Insurance Company, and United Farm Bureau Family Life Insurance Company, severally, on the other hand.

Request:

The term "Request" for the issuance and delivery of Trust Certificates or for any action to be taken by the Trustee under any provision of this Trust Agreement, shall mean a written instrument signed by the Chairman of the Board, the President, or a Vice President of the Company requesting such action under such provision of this Trust Agreement, and shall consist of, and shall not be deemed made or complete until the Trustee shall have been furnished with, such resolutions, certificates, opinions, cash, property, and other instruments as are required by the Trustee in accordance with such Section to establish the right of the Company to take such action in accordance with such provision, and the date of such Request shall be deemed to be the date upon which such Request shall be so completed and delivered to the Trustee.

Responsible Officer:

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

Subsidiary:

The term "Subsidiary" shall mean any business entity, a majority of the stock or other equity interest of which, having ordinary voting power, is owned by the Company, either directly or through one or more Subsidiaries, except that such term shall not include any business entity (a) which is not consolidated for financial reporting purposes, in accordance with generally accepted accounting principles, with the Company, (b) which is inactive, or (c) the gross assets of which are immaterial.

Trust Agreement:

The term "Trust Agreement" shall mean this Trust Agreement, as originally executed or as the same may from time to time be supplemented, modified, or amended by any supplemental trust agreement entered into pursuant to the provisions hereof.

The term "supplemental trust agreement" or "trust agreement supplemental hereto" shall mean any trust agreement hereafter duly authorized and entered into between the Company and the Trustee in accordance with the provisions of this Trust Agreement.

All references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," and "hereunder," and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section, or subdivision hereof.

Trust Certificates:

The term "Trust Certificates" shall mean North American Car Corporation Equipment Trust Certificates, First 1980 Series, issued hereunder.

Trust Equipment:

The term "Trust Equipment" shall mean all Equipment at the time subject to the terms of this Trust Agreement, including (except for purposes of determining the Depreciated Cost of any Equipment or Trust Equipment, in which case Improvement Equipment shall be disregarded) Improvement Equipment.

Trust Estate:

The term "Trust Estate" shall mean the aggregate of (a) Deposited Cash, (b) Investment Securities, (c) Trust Equipment, (d) Letters of Credit issued to the Trustee, (e) cash deposited with the Trustee pursuant to this Trust Agreement and (f) any other property or funds held by the Trustee in trust pursuant to this Agreement. Of the constituents of the Trust Estate, only Trust Equipment shall be depreciated when determining the Depreciated Cost of the Trust Estate.

Trust Estate Value:

The term "Trust Estate Value" shall mean the aggregate of (a) the aggregate Depreciated Cost of (i) the Trust Equipment, and (ii) other property held by the Trustee in trust pursuant to this Trust Agreement, (b) the aggregate dollar amount of (i) Letters of Credit, (ii) cash (other than Deposited

Cash), and (iii) other funds held by the Trustee in trust pursuant to this Trust Agreement, and (c) 111% of the dollar amount of (i) Deposited Cash, and (ii) the aggregate purchase price of Investment Securities purchased with Deposited Cash.

Trustee:

The term "Trustee" shall mean Continental Illinois National Bank and Trust Company of Chicago, a national banking association, and any successor thereof, as trustee under this Trust Agreement with respect to the trust created by this Trust Agreement, but shall not mean or include any additional trustee appointed hereunder, unless otherwise provided in the instrument of appointment executed pursuant thereto and, if so otherwise provided, only to the extent otherwise provided in such instrument of appointment.

ARTICLE II.

TRUST CERTIFICATES AND ISSUANCE THEREOF.

SECTION 2.01. *Issuance of Trust Certificates.* The net proceeds (including premium and accrued interest, if any) of the sale of any of the Trust Certificates shall, forthwith upon the issuance thereof, be deposited in the form of immediately available funds with the Trustee or to its credit, as Trustee, in one or more special trust accounts with such banks or bankers as may be designated in a Request and approved by the Trustee.

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 the Trust Certificates which shall be executed and delivered by the Trustee hereunder shall not exceed the sum of \$15,000,000, except as provided in Section 2.06.

The certificates of any banks or bankers designated and approved as provided in the first paragraph of this Section 2.01, stating that they hold a stated amount subject to the order of the Trustee, shall be full protection to the Trustee for its actions on the faith thereof.

SECTION 2.02. *Trust Certificates.* The Trust Certificates shall be denominated the "North American Car Corporation Equipment Trust Certificates, First 1980 Series." Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created by this Trust Agreement.

The Trust Certificates shall be payable and bear interest as specified in the form of the Trust Certificates hereinabove set forth and shall mature on March 1, 2000. The Trust Certificates shall be in denominations of integral multiples of \$1,000 and shall be fully registered as to both principal and interest in the name of the holder.

The principal of, and interest on, the Trust Certificates shall be payable at the places provided in the Trust Certificates 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, (a) interest on the Trust Certificates may be paid by mailing checks for such interest, payable to the registered holder thereof, to the address of such holder as it appears on the registration books of the Trustee, and (b) in the case of payments of principal and interest to be made on a Trust Certificate, upon request and deposit of an agreement of the holder of such Trust Certificate (the identity and right of such holder to be proved to the satisfaction of the Trustee and the Company) obligating such holder (a) prior to any transfer or other disposition thereof, to present the same to the Trustee for notation thereon of the instalments of the principal amount represented thereby theretofore paid in whole or in part, and (b) promptly after full payment of any Trust Certificate, to surrender such Trust Certificate to the Trustee for cancellation, on the date each such payment is due the Trustee will mail its check (or on request of the holder the Trustee will make such payment by bank wire transfer, not later than 10:30 a.m., Chicago time, for such holder's account, to such bank or other financial institution as such holder may designate by

notice in writing to the Trustee) to such registered holder at his address shown on the registration books maintained by the Trustee or at such other address as may be directed in writing by such holder (and the Company agrees to make its rental payments pursuant to Section 5.04 at such times and in such funds as will enable the Trustee to comply herewith); provided, however, that the deposit of an agreement pursuant to this paragraph shall not be required of the original purchasers of the Trust Certificates or of any other purchasers approved by the Company, who, at the time payments of principal or interest are to be made, are holders of Trust Certificates, and the Trustee shall, without the deposit of such agreement, make payments of principal and interest to the original purchaser of Trust Certificates or to any other purchaser so approved by the Company at the address of each supplied to the Trustee by the Company.

Each Trust Certificate issued and delivered pursuant to the provisions of Section 2.01 shall be dated the date of issuance and delivery thereof, and each Trust Certificate issued in exchange or substitution for, or upon the transfer of, the whole or any part of one or more Trust Certificates shall, except as provided in Sections 2.05 and 2.06, be dated as of the date to which interest most recently has been paid on such other Trust Certificate or Trust Certificates; *provided, however*, that each Trust Certificate so issued prior to the first interest payment date to which interest was paid shall be dated the date of such other Trust Certificate or Trust Certificates. Trust Certificates shall bear interest from their respective dates of original issue.

SECTION 2.03. *Forms of Trust Certificates and Guaranty.* The Trust Certificates and the guaranty to be endorsed on the Trust Certificates by the Company, as provided in Section 7.01, shall be in the properly completed forms hereinbefore set forth. The Trust Certificates shall be issued in definitive form and shall be printed, lithographed, or engraved.

SECTION 2.04. *Execution by Trustee.* The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual signature of the President or one of the Vice Presidents or Second Vice Presidents of the Trustee, and the seal of the Trustee shall be affixed or imprinted thereon and attested by the manual signature of its Secretary or of one of its Assistant Secretaries. In case any officer of the Trustee whose signature shall appear on any of the Trust Certificates 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 Trust Certificates may be adopted by the Trustee and be issued and delivered as though such person had not ceased to be or had then been such officer of the Trustee.

SECTION 2.05. *Registration, Transfer, and Exchange.* The Trustee shall cause to be kept at the Corporate Trust Office books for the registration, transfer, and exchange of the Trust Certificates. Such books shall be closed for each period which extends 15 days before a date on which interest on, or principal of, the Trust Certificates is to be paid.

The transfer or exchange of each Trust Certificate shall be registrable by the registered holder thereof, in person or by duly authorized attorney, on the books of the Trustee upon surrender to the Trustee at its Corporate Trust Office of such Trust 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. Thereupon the Trustee will issue and deliver to the transferee thereof in exchange therefor, without expense to the transferee or transferee, except as provided in the last paragraph of this Section 2.05, a new, fully registered Trust Certificate for the same principal amount as the unpaid principal amount of the Trust Certificate so surrendered, and the Company shall endorse its guaranty on such new Trust Certificate, as though such new Trust Certificate were of the original issue. Similarly, the holder of one or more Trust Certificates may surrender the same for exchange at said Corporate Trust Office of the Trustee and shall be entitled to receive in exchange therefor, without expense to the holder, except as provided in the last paragraph of this Section 2.05, a like aggregate principal amount of new, fully registered Trust Certificates of authorized denominations, and the Company shall endorse its guaranty on such new Trust Certificates, as though such new Trust Certificates were of the original issue.

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

For any such transfer or exchange the Trustee shall require the payment of a sum sufficient to cover the amount of any stamp tax or other governmental charge connected therewith.

SECTION 2.06. *Replacement of Mutilated, Defaced, Lost, Destroyed, or Stolen Trust Certificates.* In case any Trust Certificate shall become mutilated or defaced or be alleged to have been lost, destroyed, or stolen, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate of like tenor and date, 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, and in substitution for, the Trust Certificate alleged to have been lost, destroyed, or stolen. The Company shall endorse its guaranty on such new Trust Certificate so delivered, as though such new Trust Certificate were of the original issue. The applicant for a new Trust Certificate (a) shall furnish to the Trustee and to the Company evidence to the satisfaction of them of the loss, destruction, or theft of any such Trust Certificate alleged to have been lost, destroyed, or stolen and of the ownership and authenticity of any such mutilated, defaced, lost, destroyed, or stolen Trust Certificate, (b) shall furnish such security or indemnity as may be required by the Trustee and by the Company in their discretion and (c) shall pay all expenses and charges of such substitution or exchange. In the event of the mutilation, defacement, loss, destruction, or theft of any Trust Certificate held by a purchaser listed in Annex I to the Purchase Agreements, such purchaser's written corporate guarantee as to indemnity shall be satisfactory. 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 that the foregoing provisions shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

ARTICLE III.

REDEMPTION.

SECTION 3.01. *Redemption and Redemption Price.* On March 1, 1981, and on each March 1 thereafter, so long as any Trust Certificates shall be outstanding, as and for a sinking fund, the Trustee will redeem 5% of the original principal amount of the Trust Certificates, paying the principal amount of the Trust Certificates so redeemed, without premium. The Trust Certificates are noncallable and are not otherwise subject to redemption prior to maturity.

SECTION 3.02. *Allocation of Partial Redemptions.* In the case of each redemption in part, the principal amount of the Trust Certificates to be redeemed shall be allocated among the Trust Certificates at the time outstanding, in proportion, as nearly as practicable, to the respective unpaid principal amounts thereof not theretofore redeemed, with adjustments, to the extent practicable, to compensate for any prior redemptions not made exactly in such proportion.

SECTION 3.03. *Maturity; Surrender; Etc.* In the case of each redemption, the principal amount of each Trust Certificate to be redeemed shall mature and become due and payable at the Corporate Trust Office on the date fixed for such redemption, together with interest on such principal amount accrued to such date. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with accrued interest as aforesaid, interest on such principal amount shall cease to accrue. Any Trust Certificate paid or redeemed in full shall be surrendered to the Trustee and cancelled and shall not be reissued, and no Trust Certificate shall be issued in lieu of any principal amount of any Trust Certificate so redeemed.

ARTICLE IV.

ACQUISITION OF TRUST EQUIPMENT BY TRUSTEE; DEPOSITED CASH.

SECTION 4.01. *Acquisition of Equipment by Trustee.* From time to time and on or before March 4, 1980, the Company shall, in accordance with the terms hereof, cause the Equipment described in Attachment A hereto to be sold, assigned, and transferred to the Trustee, as trustee for the holders of the Trust Certificates, in accordance with the terms hereof, all of which the Company represents and warrants will be new Equipment obtained from the manufacturer thereof and first put into service on or after September 1, 1979.

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 units of the Equipment specifically described in Attachment A hereto, prior to the acceptance of such Equipment by the Trustee, the Company may cause to be sold to the Trustee such other new Equipment to be substituted under the trust by supplement hereto in accordance with the terms hereof. All 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 or the Company itself) and the certificate of any such agent or agents as to such delivery shall be conclusive evidence of such delivery.

SECTION 4.02. *Payment of Deposited Cash.* When the Trust Equipment shall have been delivered to the Trustee or its agent or agents pursuant to Section 4.01, the Trustee shall pay to the Company out of Deposited Cash, upon Request but subject to the provisions of Section 4.03 hereof, an amount equal to not more than 90% of the sum of the aggregate Depreciated Cost of such Trust Equipment, as specified in the Officers' Certificate furnished to the Trustee pursuant to Section 4.03(b).

SECTION 4.03. *Supporting Documents and Papers.* The Trustee shall not pay out any Deposited Cash unless and until it shall have received:

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

(b) an Officers' Certificate, dated as of the date of the Request referred to in Section 4.02, which shall state (1) that such Trust Equipment is Equipment, (2) that the Depreciated Cost of each unit of such Trust Equipment either is an amount therein specified or is not less than an amount therein specified, (3) 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, (4) that, in the opinion of the signers, all conditions precedent provided for in this Trust Agreement, relating to the payment in question, have been complied with, (5) that, both immediately before and immediately after the consummation of the transactions contemplated by this Article IV, there exists no Event of Default and no condition, event, or act which, with notice or lapse of time, or both, would constitute an Event of Default, and (6) that the Company is in compliance with Section 5.09;

(c) a bill or bills of sale of such Trust Equipment from the manufacturers or the Company or other owners thereof, to the Trustee, which bill or bills of sale shall contain a warranty or guaranty to the Trustee that good and valid title to the Trust Equipment described therein is sold, assigned, transferred, conveyed, granted, set over, and delivered to the Trustee, free and clear from all liens and encumbrances whatsoever, except for the rights of the Company hereunder and, to the extent not effectively subordinated, the rights of any sublessee from the Company or any Affiliate of the Company (including, without limitation thereon, the rights of any such sublessee to purchase any of the Trust Equipment) under any existing sublease permitted by Section 5.10;

(d) the opinion of Roger A. Noback in the form of paragraphs 6 and 7 of Exhibit C to the Purchase Agreements and, if any of the Trust Equipment is to be used in Canada, the opinion of Messrs. Osler, Hoskin & Harcourt in the form of the single-asterisked variations of paragraphs (iv) and (v) of Exhibit D to the Purchase Agreements; and

(e) an Opinion of Counsel that title to such Trust Equipment has been duly and validly vested in the Trustee, free and clear from all liens and encumbrances whatsoever, except for the rights of the Company hereunder and, to the extent not effectively subordinated, the rights of any sublessee from the Company or any Affiliate of the Company (including, without limitation thereon, the rights of any such sublessee to purchase any of the Trust Equipment) under any existing sublease permitted by Section 5.10.

If by March 4, 1980, the aggregate Depreciated Cost, as specified in the certificates theretofore delivered to the Trustee pursuant to this Section 4.03, of the Trust Equipment delivered to the Trustee or its agent or agents pursuant to this Article Four shall be less than 111% of the aggregate principal amount of Trust Certificates issued pursuant to Section 2.01, the Company will cause to be sold, assigned, and transferred to the Trustee, pursuant to a supplement hereto, additional Equipment with a Depreciated Cost such that the aggregate Depreciated Cost of the Trust Equipment will be at least 111% of the aggregate principal amount of said Trust Certificates.

SECTION 4.04. *Application of Remaining Deposited Cash.* Any Deposited Cash remaining in the hands or to the credit of the Trustee on March 5, 1980, after the delivery of all the Trust Equipment to be delivered pursuant to Section 4.01 and 4.03 and payment therefor in the manner provided herein, shall be applied by the Trustee as a credit toward the rental payments provided for in Section 5.04(d) in the order of maturity thereof, and to the extent of such credit, such rental payable by the Company to the Trustee pursuant to Section 5.04(d) shall be correspondingly reduced.

ARTICLE V.

LEASE OF TRUST EQUIPMENT TO THE COMPANY.

SECTION 5.01. *Lease of Trust Equipment.* The Trustee does hereby let and lease to the Company, for a term ending March 1, 2000, all of the Trust Equipment.

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 cause to be transferred to the Trustee other Equipment in addition to, or in substitution for (as provided in Sections 4.01, 4.03, 5.06, or 5.08), any of the Equipment herein specifically described or subjected hereto, such other Equipment shall be included as part of the Trust Equipment by a trust agreement supplemental hereto and shall be subject to all the terms and conditions hereof in all respects as though it had been part of the Trust Equipment specifically referred to and described in this Trust Agreement on the date of the execution hereof.

SECTION 5.04. *Rental Payments; Limitation on Tax Liability.* 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), as rental for the Trust Equipment, 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, rent hereunder which shall be sufficient to pay and discharge the following items, 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):

(a) from time to time, upon demand of the Trustee, (1) the necessary and reasonable expenses of the trust created by this Trust Agreement, including compensation and expenses of the Trustee, as provided for herein, and (2) an amount equal to any expenses incurred or any loss of principal (including interest accrued thereupon at time of purchase) in connection with any purchase, sale, or redemption by the Trustee of Investment Securities;

(b) 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 Trust Agreement, which the Trustee as such may be required to pay;

(c) (1) the amounts of the interest payable on the Trust Certificates, when and as the same shall become payable, (2) interest at the rate of 11¼% per annum from the due date, upon the amount of any instalments of rental payable under this subparagraph (c) which are not paid when due, to the extent legally enforceable, and (3) in lieu of interest at the rate of 10¼% per annum on rental payable under the following subparagraph (d), interest at the rate of 11¼% per annum from the due date, upon the amount of any instalments of such rental which are not paid when due, to the extent legally enforceable; and

(d) the principal of the Trust Certificates, when and as the same shall become due and payable (whether at stated maturity or at a date fixed for a sinking fund payment or 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 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 authority thereof, to be paid in behalf of, or withheld from the amount payable to, any 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, timely contest against the respective authority the validity of such tax, assessment, or governmental charge, provided that the rights or interests of the Trustee or of 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 Lease.* At the termination of the lease contained in this Article V and after all payments due or to become due from the Company hereunder shall have been completed and fully made to the Trustee (a) such payments shall be applied and treated as purchase money and as the full purchase price of the Trust Equipment, (b) any moneys remaining in the hands of the Trustee after providing for all outstanding Trust Certificates and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid to the Company, (c) title to, and ownership of, all the Trust Equipment shall pass to and vest in the Company, and (d) the Trustee shall execute for record and cause to be recorded in such public offices as the Company shall designate, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to set forth clearly upon public records in such offices the Company's title to all the Trust Equipment under the laws of any jurisdiction; *provided, however,* that until that time, the title to, and ownership of, the Trust Equipment shall not pass to or vest in the Company, but rather 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.

SECTION 5.06. *Substitution and Replacement of Equipment; Supporting Papers.* In the event that the Company should become legally bound to sell any unit of the Trust Equipment pursuant to any

agreement of sale or purchase option contained in a sublease permitted by Section 5.10 or pursuant to the exercise by any government or any subdivision or authority thereof of any power of condemnation, expropriation, or similar power, the Trustee shall, upon Request, at any time and from time to time, execute and deliver a bill of sale assigning and transferring to the transferee named by the Company all the right, title, and interest of the Trustee in and to such unit 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) unless simultaneously (a) there shall be conveyed to the Trustee other Equipment having (as of the date of such Request) an actual fair value at least equal to the actual fair value of, and an AAR Value at least equal to 97.5% of the AAR Value of, the Trust Equipment to be assigned or transferred by the Trustee, and/or (b) there shall be paid to the Trustee cash and/or issued to the Trustee a Letter of Credit in an amount (as of the date of such Request) not less than the actual fair value of, and at least equal to 97.5% of the AAR Value of, the Trust Equipment to be assigned or transferred by the Trustee.

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 the following papers, each dated as of the date of such Request:

(a) an Engineer's Certificate stating (1) the actual fair value and the AAR Value, as of the date of said Request, of the Trust Equipment so to be assigned or transferred by the Trustee, setting forth the method used to calculate such values, (2) that such assignment or transfer will not impair the security under this Trust Agreement in contravention of the provisions hereof, and (3) the actual fair value and the AAR Value, as of the date of such Request, of the units of Equipment so to be substituted, setting forth the method used to calculate such values;

(b) an Officers' Certificate stating (1) 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), (2) the 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), (3) that each such unit so to be substituted is Equipment, as herein defined, (4) that no Event of Default has occurred and is continuing, and (5) that, in the opinion of the signers, all conditions precedent provided for in this Trust Agreement, with respect to such substitution, have been complied with;

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

(d) an Opinion of Counsel to the effect (1) that 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, free from all liens and encumbrances other than the rights of the Company hereunder and, to the extent not effectively subordinated, the rights of any sublessee from the Company (including, without limitation, the rights of any such sublessees to purchase any of such substituted Equipment) under any existing sublease permitted by Section 5.10, (2) that a proper supplement hereto in respect of such substituted Equipment has been duly executed and delivered by the Company, and (3) that, in the opinion of such counsel, all conditions precedent provided for in this Trust Agreement, with respect to such substitution, have been complied with.

If the actual fair value or AAR Value of the Trust Equipment to be assigned or transferred by the Trustee, together with the same for all other property so assigned or transferred in the twelve months immediately prior to the delivery of any Request, as set forth in the certificate or certificates required by this Section 5.06, exceeds the greater of \$100,000 or 10% of the aggregate principal amount of Trust Certificates at the time outstanding, the Engineer's Certificate referred to in subparagraph (a) above shall be signed by an Independent Engineer.

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 and/or a Letter of Credit to be issued 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.

Any Letter of Credit or cash deposited with the Trustee pursuant to this Section 5.06 or pursuant to any of Sections 5.08, 5.09, or 6.01 shall, from time to time, be released or paid over by the Trustee to the Company upon Request, against (a) conveyance to the Trustee of Equipment having an actual fair value, as of the date of said Request, not less than the amount of said Letter of Credit or cash so released or paid and an AAR Value, as of the date of said Request, not less than 97.5% of such Letter of Credit or cash so released or paid, and (b) 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.

SECTION 5.07. *Marking of Trust Equipment; Permissible Markings.* The Company agrees that, as soon as practicable after the delivery to the Trustee pursuant to this Trust Agreement of each unit of the Trust Equipment, there shall be plainly, distinctly, permanently, and conspicuously placed and fastened upon each side of such unit a metal plate bearing the following words, or such words clearly to the following effect shall otherwise be plainly, distinctly, permanently, and conspicuously marked on each side of such unit, in either case in letters not less than seven-sixteenths of one inch in height:

"OWNERSHIP SUBJECT TO AN EQUIPMENT TRUST OR
SECURITY AGREEMENT AND/OR VESTED IN A TRUSTEE OR OTHER
PERSON OR ENTITY AS SET FORTH IN A BAILMENT AGREEMENT OR LEASE
FILED WITH THE INTERSTATE COMMERCE COMMISSION"

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

In the event that, 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 serial numbers of any of the Trust Equipment at any time covered hereby (or any new serial numbers which may have been substituted as herein provided), except in accordance with a statement of new serial numbers to be substituted therefor which previously shall have been filed with the Trustee by the Company and which shall be filed and recorded to the extent required by Section 7.05.

The Trust Equipment may be marked or lettered "North American Car Corporation" or in some other appropriate manner for convenience of identification of the leasehold interest of the Company therein, and may also be marked or lettered, in case of a sublease of any Trust Equipment made pursuant to Section 5.10 hereof, in such manner as may be appropriate for convenience of identification of the sublease interest therein; but the Company, 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 any of the Trust Equipment as a designation which might be interpreted as a claim of ownership thereof by the Company or by any person, firm, association, or corporation, other than by the Trustee.

SECTION 5.08 *Maintenance of Trust Equipment; Alterations; Loss Occurrences; Replacement of Trust Equipment or Deposit of Cash or Letter of Credit.* The Company agrees that, at its own cost and expense, it will maintain and keep each unit of the Trust Equipment in good order and proper repair and in compliance with applicable laws and regulations, until such unit of Trust Equipment becomes worn out, unsuitable for use, lost, stolen, or destroyed (a "Loss Occurrence"). When the actual fair value or AAR Value of all units of the Trust Equipment having suffered a Loss Occurrence (exclusive of units having suffered a Loss Occurrence in respect of which a payment shall have been made or a Letter of Credit issued or Equipment transferred to the Trustee in accordance with this Section) shall equal or

exceed an amount equal to 2% of the principal amount of the Trust Certificates then outstanding (or such lesser amount as the Company may elect) (a "Replacement Event"), the Company, within 60 days of such event, (a) shall deliver to the Trustee an Officers' Certificate, describing each unit of such Trust Equipment and stating the actual fair value and the AAR Value thereof as of a date immediately prior to the Loss Occurrence, and (b)(i) shall convey to the Trustee other Equipment of an actual fair value at least equal to the actual fair value of (as of a date immediately prior to the Loss Occurrence in respect of each such unit), and an AAR Value at least equal to 97.5% of the AAR Value (as of a date immediately prior to the Loss Occurrence in respect of each such unit) of, the Trust Equipment having suffered a Loss Occurrence, and/or (ii) deposit with the Trustee cash and/or cause to be issued to the Trustee a Letter of Credit aggregating in amount not less than such actual fair value of, and 97.5% of such AAR Value of, such units (as of a date immediately prior to the Loss Occurrence in respect of each thereof). At the time of each conveyance of Equipment to the Trustee pursuant to this Section 5.08, the Company shall deliver to the Trustee papers corresponding to those set forth in the second paragraph of Section 5.06, insofar as such papers relate to the action requested. The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of such Loss Occurrence. Any Letter of Credit or cash deposited with the Trustee pursuant to this Section shall be held and applied as provided in Section 5.06.

Any Letter of Credit deposited with the Trustee pursuant to any of Sections 5.06, 5.08, 5.09, or 6.01 may be drawn upon by the Trustee in case one or more Events of Default then exist. The Trustee shall not be required to prove the existence of an Event of Default in order to establish its right to draw upon any such Letter of Credit, but shall only be required to certify to the issuing bank that one or more Events of Default exist. Any such Letter of Credit (to the extent that it has not been drawn upon by the Trustee) shall, upon its expiration or other termination or upon Request, as the case may be, be released by the Trustee to the Company against either (a) conveyance to the Trustee of units of Equipment having an actual fair value, as of the date of such termination or Request, not less than the unutilized amount of the Letter of Credit to be released and an AAR Value, as of the date of such termination or Request, not less than 97.5% of the unutilized amount of the Letter of Credit to be released, and delivery to the Trustee of the documents as provided for in the second paragraph of Section 5.06, or (b) deposit with the Trustee of cash or another Letter of Credit, in either case, in the unutilized amount of the Letter of Credit to be released. In the event that any Letter of Credit deposited with the Trustee shall expire, terminate, or be or become unusable or unenforceable, or if the Trustee shall be unable to draw on any Letter of Credit to the full amount thereof, the Trustee shall release such Letter of Credit to the Company against conveyance to the Trustee of units of Equipment, and/or deposit with the Trustee cash and/or another Letter of Credit, as aforesaid.

For all purposes of this Section 5.08, the term "unsuitable for use" shall include any condition in which Trust Equipment is no longer usable for the purpose or purposes for which the same was designed (or an alternate purpose or alternate purposes, provided that no material impairment in rental value shall arise therefrom), whether by virtue of its physical condition or of the effect of any applicable law, rule, regulation, or order. 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 and the Company shall then assist the Trustee in locating and identifying the Trust Equipment.

For the purposes of enabling the Company to meet the transportation requirements of present and future sublessees, the Company may from time to time make, or cause to be made, changes and alterations in the design, structure, and equipment of any of the cars constituting a part of the Trust Equipment, all at the expense of the Company; *provided, however,* that no material impairment in rental value shall result therefrom.

The Company covenants and agrees, whenever required by the Trustee, and at least once after December 31, 1980, and on or before April 15, 1981, and also in every calendar year thereafter during the continuance of the lease provided for herein (a) to furnish to the Trustee an Officers' Certificate, dated as of the immediately preceding December 31, stating (1) the amount, description, and identification numbers of all Trust Equipment that may have suffered a Loss Occurrence or that has been purchased by a third party since the date specified for the most recent of such Officers' Certificates (or since the date of this Trust Agreement, in the case of the first such Officers' Certificate), and (2) that, in the case of all the Trust Equipment repainted or repaired since the date of the immediately preceding one of such Officers' Certificates (or since the date of this Trust Agreement, in the case of the first such Officers' Certificate) the plates or marks required by Section 5.07 have been preserved, or that such Trust Equipment when repainted or repaired has been again plated or marked as required thereby; and (b) to furnish to the Trustee an Engineer's Certificate describing all Trust Equipment stated in the Officers' Certificate referred to above as having suffered a Loss Occurrence or having been purchased by any third party and stating the actual fair value and AAR Value thereof as of the date immediately prior to such Loss Occurrence or purchase.

If the actual fair value or AAR Value of the Trust Equipment described in the Engineer's Certificate referred to in the preceding paragraph, together with the same for all other Trust Equipment which has suffered a Loss Occurrence or has been purchased by a third party in the twelve months covered by the Officers' Certificate referred to above, as set forth in certificates required by Section 5.06 and this Section 5.08, exceeds the greater of \$100,000 or 5% of the aggregate principal amount of Trust Certificates at the time outstanding, the Engineer's Certificate referred to in the preceding paragraph shall be signed by an Independent Engineer.

SECTION 5.09. *Insurance of Trust Equipment.* The Company maintains insurance on the Trust Equipment when such Trust Equipment is in its possession or control. Such insurance is of the types customarily carried by corporations of established reputations engaged in the same or a similar business and of similar business standing and insured against risks of the kinds customarily insured against by such other corporations under similar circumstances. The Company will keep in effect its present or equivalent policies of insurance on the Trust Equipment, whereby the Company is insured against loss or damage resulting from such risks up to an amount at least equal to the greater (the "Insured Amount") of the actual fair value and the Depreciated Cost of the Trust Equipment. When any of the Trust Equipment is subleased and is not in the Company's possession or control, the Company's practice, in lieu of insurance thereof by the Company, is to require sublessees of such Trust Equipment to bear the risk of loss of such Trust Equipment, and the Company shall not be required to insure any Trust Equipment so the risk of loss of which is borne by the sublessee; *provided, however,* if, in the event that any of the Trust Equipment shall be lost, damaged, or destroyed, the Company fails to perform its obligations under the second sentence of Section 5.08 within 60 days after the time therein required, the holders of 10% or more of the aggregate principal amount of the Trust Certificates then outstanding may by notice to the Company and the Trustee direct and require the Company to obtain and keep in effect policies of insurance whereby the Trustee is insured against loss or damage resulting from such risks to any of the Trust Equipment in an amount not less than the Insured Amount. The Company will pay the premiums on all policies of insurance required to be maintained by the Company pursuant to this Section 5.09 and will deliver to the Trustee, at least once in every year, a certificate, signed by its President or by one of its Vice Presidents, stating that such insurance is in effect and naming the insurer or insurers. If the Company shall fail to maintain such insurance or fail to deliver such certificate, the Trustee may (but shall be under no obligation so to do) cause the Trust Equipment to be insured in such amount as the Trustee shall deem advisable for the protection of the holders of the Trust Certificates and may demand and recover from the Company the premiums on such insurance, plus any financing expense incurred by the Trustee in order to pay such premiums. In case the Company fails to make and maintain such insurance and the Trustee insures the Trust Equipment or any part thereof as above provided, the title of the Trustee to

the Trust Equipment shall, notwithstanding the making of all other payments hereunder to be made by the Company, remain in the Trustee until the repayment of the amount so paid for insurance with any financing expense, as aforesaid, and the repayment of such amount is hereby expressly made a condition precedent to the vesting of title to the Trust Equipment in the Company.

Any insurance moneys paid to the Trustee on account of any loss in respect of the Trust Equipment covered by insurance maintained by the Trustee shall be held and retained by the Trustee in trust for the equal and proportionate benefit of the holders of the Trust Certificates, until the replacement or repair, as provided in Section 5.08, of the Trust Equipment covered by such insurance. Upon proof satisfactory to the Trustee of the proper replacement or repair of such Trust Equipment, such insurance or other moneys received by the Trustee shall be applied by the Trustee to the payment of the cost of such replacement or repair or to reimburse the Company, to the extent of such funds, for payments made by it in respect of such replacement or repair. A certificate in behalf of the Company by its President or one of its Vice Presidents as to the proper replacement or repair of such Trust Equipment, free from lien and encumbrance, or the certificate and opinion provided at Section 5.06 or Section 5.08 with respect to the replacement of such Trust Equipment, shall be full and complete protection to the Trustee for such payment of such funds to the Company.

SECTION 5.10. *Possession of Trust Equipment; Sublease.* Except as provided in Sections 5.06 and 5.08 and in this Section 5.10, the Company will not, (a) assign or transfer any of its rights hereunder, (b) transfer or sublet to anyone the Trust Equipment or any part thereof, or (c) part with the possession or control of, or allow to pass out of its possession or control, the Trust Equipment or any part thereof; *provided, however,* that the Company may sublet Trust Equipment and/or assign its rights hereunder to an Affiliate of the Company whose rights are subordinated to the rights of the Trustee and holders of the Trust Certificates hereunder (i) incorporated under the laws of the United States or Canada or a political subdivision of either other than the provinces of Quebec and Nova Scotia, or (ii) incorporated under the laws of Mexico or a political subdivision thereof, subject however, in the case of all Trust Equipment used in Canada or Mexico to the limitations of Section 7.03(b) hereof, which agrees in a writing delivered to the Trustee to take such Trust Equipment subject to the terms hereof and to comply with the covenants and agreements of the Company in this Trust Agreement insofar as such covenants and agreements relate to the Trust Equipment sublet to such Affiliate of the Company, and to neither assign nor transfer its rights under such sublease except to sublessees as permitted to the Company hereunder or to the Company or an Affiliate of the Company; and *provided further, however,* that no such sublease shall relieve the Company of its obligations hereunder. An assignment or transfer to a 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 under this Trust Agreement and under the guaranties of the Company endorsed on the Trust Certificates shall not be deemed a breach of this covenant. The appointment of a receiver or receivers in equity or reorganization or a trustee or trustees in bankruptcy or reorganization for the Company or for its property shall not be deemed an unauthorized assignment if and only if, prior to any action by the Trustee to exercise the remedies herein provided, such receiver or receivers or such trustee or trustees shall be discharged or such receiver or receivers or such trustee or trustees shall, pursuant to court order or decree, in a writing delivered to the Trustee, duly assume and agree to pay, discharge, or perform each and all of the obligations and covenants of the Company hereunder and under the guaranties of the Company endorsed on the Trust Certificates, in such manner that such obligations shall have the same status as obligations incurred by such receiver or receivers or trustee or trustees.

So long as the Company shall not be in default under this Trust Agreement, the Company and any Affiliate of the Company shall be entitled to the possession and use of the Trust Equipment in accordance with the terms hereof, and the Company and any Affiliate of the Company so entitled may

also in the future (a) furnish the possession and use of the Trust Equipment or any part thereof to railroad companies for use upon the railroad lines owned or operated by them or over which they have trackage rights and upon connecting and other carriers in the usual interchange of traffic, or to persons other than railroad companies for use in their businesses, or (b) sublet to others, with or without an option to purchase, all or any part of the Trust Equipment, but only, in any case, upon and subject to all the terms and conditions of this Trust Agreement and to all rights under this Trust Agreement of the Trustee and the holders of the Trust Certificates; *provided, however*, that the aggregate Depreciated Cost of any Trust Equipment sublet to any one sublessee, or any affiliate thereof, shall not exceed 25% of the Trust Estate Value.

Any such sublease may provide that the sublessee, so long as the sublessee not be in default under such sublease, shall be entitled (subject to the rights of the Trustee upon the happening of an Event of Default) to the possession and use of the Trust Equipment covered by such sublease and, subject to the provisions of Section 5.07, may provide for lettering or marking upon such Equipment for convenience of identifying the leasehold interest of such sublessee therein.

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 Trustee shall have the right to declare the lease provided for herein terminated, in whole or in any part, at the option and in the sole discretion of the Trustee. 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 5.11. *Assignment of Rentals.* As further security for the Trust Certificates, the Company hereby transfers and assigns to the Trustee, for the equal and proportionate benefit of the holders from time to time of the Trust Certificates, all of its right, title, and interest as lessor in, to, under, or in respect of, and grants a charge on, and a security interest in, all rentals, proceeds, and other moneys now due and payable or hereafter to become due and payable in respect of Trust Equipment under each and every Lease and under each and every existing and future guaranty of all or any of the obligations of any lessee under any such Lease, including (without limitation) all claims for damages arising out of any breach of any such Lease or guaranty, together with the full power and authority, in the name of the Trustee and the Company, or either of them, or otherwise to demand, sue for, enforce, collect, receive, and receipt for any and all of the foregoing (and the Company hereby irrevocably constitutes and appoints the Trustee the attorney-in-fact of the Company for such purposes). Any instrument made, executed, and delivered by the Trustee on behalf of the Company shall be binding upon the Company and all persons claiming by, through, or under the Company, with the same effect as if the Company had itself made, executed, and delivered the same.

The Company as lessor or sublessor covenants and agrees that substantially the following clause has been and will continue to be inserted in each Lease of any of the Trust Equipment:

"It is understood that some of the cars furnished Lessee under this Agreement and Lessor's rights under this Agreement may at the time of delivery to Lessee or at some future time during the term of this Agreement be subject to the terms of a Mortgage, Deed of Trust, Equipment Trust, Pledge or Assignment or similar security arrangement. Lessee agrees that the cars may be stenciled or marked to set forth the ownership of any such cars in the name of a mortgagee, trustee, pledgee, assignee or security holder and that this agreement and Lessee's rights hereunder are and shall at all times be subject and subordinated to any and all rights of any mortgagee, trustee, pledgee, assignee, or security holder. As to the cars subject hereto, this Agreement and the rentals hereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each car as determined with reference to the filings

with the Interstate Commerce Commission; however, until notified to the contrary by any person reasonably proving to the Lessee's satisfaction that he is the assignee of this Agreement or the rentals hereunder, the Lessee is to pay all rentals to the order of the Lessor. Lessee hereby consents to and accepts such assignments."

The Company further covenants and agrees that it has used and will continue to use its best efforts to cause substantially the following additional clause to be inserted in each Lease:

"Lessee agrees that no claim or defense which Lessee may have against Lessor shall be asserted or enforced against any assignee of this Agreement."

The Company hereby irrevocably directs all persons now or at any time obligated under each and every Lease to pay to the Trustee or its agent, at its Corporate Trust Office, all payments due and to become due and all other sums assigned pursuant to this Section 5.11.

Any and all rights of the Trustee under this Section 5.11 may be exercised pursuant to or as contemplated by the provisions of this Trust Agreement and each and every Lease. The assignment provided for in this Section 5.11 shall be effective immediately and is not conditioned upon the occurrence of an Event of Default under this Trust Agreement or any other event or contingency.

The foregoing assignment shall be subject to the following additional provisions:

(a) The Trustee hereby appoints the Company as its agent, and the Company hereby accepts such appointment, to collect and receive all payments due and to become due under Leases in respect of Trust Equipment; *provided, however*, that only upon the occurrence of an Event of Default which shall be continuing, the Trustee may terminate such agency, and such agency then shall terminate immediately upon notice of such termination from the Trustee to the Company; *provided, further*, that prior to receipt of such notice, the Company may make such use of any moneys received pursuant to its agency hereunder as it would otherwise be entitled to do, without regard to the assignment under this Section 5.11.

(b) Any action, suit, or proceeding brought by the Trustee following such termination of such agency pursuant to any of the terms hereof or otherwise, and any claim made by the Trustee hereunder, may be compromised, withdrawn, or otherwise dealt with by the Trustee without any notice to, or approval of, the Company.

(c) The Trustee shall not be obligated to take any steps necessary to preserve any rights in any Lease against prior parties who may be liable in connection therewith and it is expressly agreed that, anything herein contained to the contrary notwithstanding, the Company shall remain liable under the Leases to which it is a party to perform all of the obligations assumed or to be assumed by it thereunder, and the Trustee shall have no obligation or liability under any Lease by reason of or arising out of this assignment, nor shall the Trustee be required or obligated in any manner to perform or fulfill any obligation of the Company under or pursuant to any Lease, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times, and the Company shall and does hereby agree to indemnify and hold the Trustee harmless of and from any and all liability, loss or damage which it may or might incur with respect to or arising under any Lease or this assignment.

(d) The Company agrees to mark each executed counterpart now or hereafter in its possession of each Lease under which it is lessor with the following:

"This lease has been assigned to the holder of the superior lien from time to time on each car as determined with reference to the filings with the Interstate Commerce Commission."

(e) The Company at its expense shall, during the first 90 days of each calendar year, cause any document confirmatory of this assignment or such other instruments as may be designated by applicable law, to be recorded, registered, and filed in such manner and in such places as is necessary or desirable, and will pay all required recordation, registration, filing, or other taxes, fees, and other charges, and will comply with all such statutes and regulations, as may be required for proper protection of the security interest under this assignment, and of the rights of the Trustee, its successors and assigns, and the holders of the Trust Certificates.

(f) The Company, promptly after the execution hereof, shall give notice in writing, in form satisfactory to the Trustee, to all lessees under all presently existing Leases under which it is lessor that do not contain an effective subordination clause, of the existence of this assignment which notice shall direct such lessee, upon receipt of notice from the Trustee, to pay to the Trustee all rentals now or in the future due or owing in respect of Trust Equipment under any such Lease. Such notices shall be sent by certified mail, return receipt requested, and such receipts shall be directed to the Trustee. The Company shall use reasonable efforts to obtain as promptly as possible acknowledgments, in form satisfactory to the Trustee, of the receipt of all such notices with respect to such Leases; and the Company will promptly deliver all such acknowledgments to the Trustee.

(g) For the purpose of notifying the lessees under such Leases of the Trust Agreement and directing such lessees to make payments due under such Leases to the Trustee, upon request of the Trustee, the Company agrees to execute and deliver to the Trustee a document separate and apart from this Trust Agreement embodying the provisions of this Section 5.11, unless the Trustee is given an Opinion of Counsel that such document is not required in order duly to perfect the interests of the Trustee therein.

(h) The Company agrees that, prior to permitting any Affiliate of the Company to possess and use any of the Trust Equipment or to furnish same to railroad companies for use upon railroad lines or to sublet same, it will cause each such Affiliate of the Company (including, without limitation, North American Car (Canada) Limited) to execute an assignment of rentals to the Trustee containing the same provisions as contained in this Section 5.11, substituting such Affiliate for the Company therein with respect to such Trust Equipment.

(i) The Company covenants that, together with the financial statements delivered pursuant to Section 7.08(b) hereof, it will deliver to the Trustee an Officers' Certificate containing a report of the percentage of all units of Trust Equipment not then subleased to a person (other than the Company or an Affiliate of the Company) under a Lease with an original term of 30 days or more. The Trustee may at any time, but not more often than annually, at the request of the holders of 25% of the aggregate principal amount of Trust Certificates at the time outstanding, require the Company to deliver to it (i) an Officers' Certificate containing such a description of all Leases then in existence, and (ii) a document or documents, in form satisfactory to the Trustee, confirming the assignment to the Trustee of all Leases then in existence and of all rents, proceeds, and other monies due or to become due in respect of the Trust Equipment thereunder.

SECTION 5.12. Patent 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, or connected with, the use of any patented inventions in and about the Trust Equipment, and to comply in all respects with the laws of the United States of America and the Dominion of Canada, and of all the states, provinces, or other jurisdictions in which the Trust Equipment, or any thereof, may be operated, and with all lawful acts, rules, regulations, and orders of any commissions, boards, and other legislative, executive, administrative, or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including, without limitation, all lawful acts, rules, regulations, and orders of anybody having competent jurisdiction relating to automatic coupler devices or attachments, air brakes, or

other appliances, or resistance to pressure; *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 interest of the Trustee or of the holders of the Trust Certificates. 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 or prosecution of any litigation in respect thereof.

SECTION 5.13. *Improvement Equipment.* Notwithstanding the provisions of the first paragraph of Section 5.06 and the provisions of the second sentence of Section 5.08, the Company shall be relieved of the requirement thereunder that it convey to the Trustee other Equipment or pay to the Trustee cash and/or cause to be issued to the Trustee a Letter of Credit, to the extent of the increase (as of the date of the Officers' Certificate referred to below) in the actual fair value or in the AAR Value of the Trust Equipment attributable to the Improvement Equipment added to units of Trust Equipment, after the date on which such units became Trust Equipment, upon delivery to the Trustee of the following:

(a) an Officers' Certificate dated within 30 days prior to delivery thereof to the Trustee, (1) describing each unit of Improvement Equipment, including the serial number of the unit of Trust Equipment to which such Improvement Equipment is attached and the rule or regulation referred to in the definition of Improvement Equipment contained in Section 1.01, pursuant to which such unit of Improvement Equipment has been added, (2) certifying that (A) such Improvement Equipment was added to such unit after the date on which such unit became Trust Equipment and no more than 3 years prior to the date of such Officers' Certificate, and (B) such increase in value attributable to such Improvement Equipment has not theretofore been certified to the Trustee pursuant to subparagraph (b) of this Section 5.13 to avoid or limit the requirements of Sections 5.06 and 5.08;

(b) a certificate of an Independent Engineer, certifying as to the dollar amount of increase (as of the date of the Officers' Certificate referred to above) in the actual fair value or in the AAR Value of the Trust Equipment attributable to the Improvement Equipment specified in said Officers' Certificate, and the method used to calculate such values; and

(c) an Opinion of Counsel that title to such Improvement Equipment is validly vested in the Trustee, free and clear from all liens and encumbrances whatsoever, except for the rights of the Company hereunder and, to the extent not effectively subordinated, the rights of any sublessee from the Company or any Affiliate of the Company (including, without limitation, the rights of any such sublessee to purchase any of such Improvement Equipment) under any then existing sublease permitted by Section 5.10.

With respect to any specific item of Improvement Equipment, no such increase in value may be certified to the Trustee at any time more than 3 years after the date on which such item of Improvement Equipment was added to any of the Trust Equipment.

ARTICLE VI.

REMEDIES IN EVENT OF DEFAULT.

SECTION 6.01. *Events of Default; Acceleration of Certain Rentals and Principal of Trust Certificates; Right of Trustee to Intervene in Certain Judicial Proceedings.* The Company covenants and agrees that in case

(a) the Company shall default for more than 5 days in the payment of any part of the rental payable hereunder (including advance rental) when the same shall have become due and payable, or

(b) the Company or any Affiliate of the Company to which any of the rights of the Company hereunder shall have been assigned in conformity with the provisions of this Trust Agreement shall make or suffer any unauthorized assignment or transfer of its rights hereunder or shall make any unauthorized transfer or sublease of any of the Trust Equipment, or, except as herein authorized, shall part with the possession of any of the Trust Equipment, and either 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 shall fail or refuse within such 30 days to deposit with the Trustee either cash and/or a Letter of Credit in an aggregate sum equal to the Depreciated Cost, or, in the case of Trust Equipment conveyed to the Trustee pursuant to Section 5.06 or 5.08, the actual fair value (as of the date of conveyance) of the Trust Equipment so assigned or transferred or subleased or the possession of which shall have been parted with otherwise than as herein authorized, as certified to the Trustee pursuant to Section 4.03 or Sections 5.06 or 5.08 (any Letter of Credit and/or cash 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 or such Affiliate of 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 (except with respect to the terms and covenants set forth in subparagraphs (b) and (c) of Section 5.04, as to which no demand by the Trustee is required) on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance, or

(d) the lease provided for herein shall be terminated by operation of law, or

(e) the Company or any Subsidiary shall (1) admit in writing its inability to pay its debts generally as they become due, (2) file a petition in bankruptcy or under any provision of Title 11 of the United States Code, as now constituted or as hereafter amended, or commence proceedings under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, or liquidation law or statute, now or hereafter in effect, of the United States or Canadian federal government or any state, provincial, or territorial government or any subdivision of any thereof, (3) make an assignment for the benefit of its creditors, (4) consent to the appointment of a receiver of itself or of the whole or any substantial part of the trust estate, or (5) on a petition in bankruptcy filed against the Company or any Subsidiary, be adjudicated a bankrupt, or

(f) an order, judgement, or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the respective debtor, a receiver of the Company or any Subsidiary or of the whole or any substantial part of the Trust Equipment, and such order, judgement or decree shall not be vacated or set aside or stayed within 60 days from the date of such appointment, or

(g) a court of competent jurisdiction shall enter an order, judgement, or decree approving a petition filed against the Company or any Subsidiary under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, or liquidation law or statute now or hereafter in effect, of the federal government or any state, provincial, or territorial government or any subdivision of any thereof and such order, judgement or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry of such order, judgement, or decree, or a stay of such proceedings be thereafter set aside, or

(h) under the provision of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Company or any Subsidiary or of the whole or any substantial part of the Trust Equipment, and such custody or control shall not be terminated within 60 days from the date of assumption of such custody or control, or

(i) default shall be made by the Company in the performance or observance of any of the covenants, agreements, or conditions on its part in the Purchase Agreement or there shall be any material breach of any of other representations and warranties of the Company contained in the Purchase Agreement, and such default or breach shall continue for a period of 15 days after written notice to the Company by the Trustee or to the Company and the Trustee by an original purchaser of Trust Certificates named in the Purchase Agreement or the holder or holders of 10% or more in aggregate principal amount of the Trust Certificates then outstanding, or

(j) within 30 days of the Date of Closing the Company shall not have provided the Trustee and Messrs. Winston & Strawn with the opinion of Messrs. Osler, Hoskin & Harcourt in the form of Exhibit D to the Purchase Agreements that is to be delivered after the date of each Request made pursuant to Section 4.02 of the Trust Agreement upon completion of all necessary filings in connection with such Request, as though such necessary filings had been completed and without it being required that such a Request be or have been made,

then, in any such case (herein sometimes called "Event of Default"), the Trustee in its discretion may, and upon the written request of the holders of not less than 25% in aggregate principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company, declare to be due and payable forthwith the entire amount of the rentals then and thereafter (including any unpaid advance rental, but 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 and not theretofore paid. Thereupon the entire amount of such rentals shall forthwith become and shall be due and payable immediately and without further demand, together with interest at the rate of 11¼% per annum, to the extent legally enforceable, on any portion thereof which thereafter is overdue.

In case one or more Events of Default shall happen, the Trustee in its discretion also may, and upon the written request of the holders of not less than 25% in aggregate principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to the Company, 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 instalment of rental payable pursuant to Section 5.04(b) or (c) when and as the same shall have become due and payable hereunder, and such default shall have continued for a period of five 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, and may prosecute any such action or proceedings to judgement or final decree, and may enforce any such judgement or final decree against the Company or other obligor upon the Trust Certificates and collect in the manner provided by law out of the property of the Company or other obligor upon the Trust Certificates wherever situated the moneys 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 Title 11 of the United States Code or any other applicable similar 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 (including any unpaid advance rental, 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 negligence or bad faith) and of the holders of the Trust Certificates allowed in such proceedings and to collect and receive any moneys 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 reorganization is hereby authorized by each of the holders of the Trust Certificates to make payments 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 amount 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 except as a result of its negligence or bad faith.

All rights of action and to assert claims under this Trust 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 Trust 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.* In case of the happening of any Event of Default, the Trustee may by its agents enter upon the premises of the Company and of any Affiliate of the Company or of any sublessee 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, and shall be entitled to collect, receive, and retain all unpaid *per diem*, mileage, or other charges of any kind earned by the Trust Equipment or any part thereof, and may lease the Trust Equipment or any part thereof, or, with or without retaking possession thereof (but only after declaring due and payable the entire 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; *provided, however*, the rights of the Trustee shall be subject, to the extent not effectively subordinated, to the rights of any sublessee from the Company or any Affiliate of the Company (including, without limitation thereon, the rights of any such sublessee to purchase any of the Trust Equipment) under any then existing sublease permitted by Section 5.10. 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; *provided, however*, that the Company may and shall have a reasonable opportunity to bid at any such sale. Upon such taking of possession of, or such withdrawal or lease or sale of the Trust Equipment, the Company shall cease to have any rights or remedies in respect of 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, and the Company shall be and remain liable for the same on the terms and conditions of this Agreement 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 all the items mentioned in Section 5.04 (other than dividends not then accrued), whether or not they shall have then matured.

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, all payments made hereunder by the Company to the Trustee after such Event of Default, the proceeds of any judgement 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 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), shall be applied by the Trustee to the payment, in the following order or priority, of (a) all proper charges, expenses, or advances made or incurred by the Trustee in accordance with the provisions of this Trust Agreement, (b) the interest then due, with interest on any overdue instalment of interest, at the rate of 11¼% per annum, to the extent legally enforceable, and (c) the principal of all the outstanding Trust Certificates, with interest on any overdue principal at the rate of 11¼% per annum, to the extent legally enforceable, 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 among principal and interest.

After all such payments shall have been made in full and not before, the title to any of the Trust Equipment remaining unsold shall be conveyed by the Trustee to the Company free from any further liabilities or obligations to the Trustee hereunder. If, however, after applying all such sums of money realized by the Trustee as aforesaid there shall remain any amount due to the Trustee under the provisions hereof, the Company shall pay the amount of such deficit to the Trustee, and until such payment in full, the Company and such Trust Equipment shall remain subject to the terms and conditions of this Agreement. If after applying as aforesaid the 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, the holders of not less than 66⅔% 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 consequences, except an Event of Default in the payment of any instalment of rental payable pursuant to Section 5.04(b) or (c), 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 in Section 6.01 provided, but before April 1, 2000, all arrears of rent (with interest at the rate of 11¼% per annum, to the extent legally enforceable, upon any overdue instalment of rent), 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 instalments, which shall not at the time have matured according to their terms) 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, or provision deemed by the Trustee to be adequate shall be made therefor, then, and in every such case, the Trustee, if so requested by the holders of not less than 66⅔% in principal amount of the Trust Certificates then outstanding according to their terms, shall by written notice to the Company waive the default by reason of which there shall have been such declaration or declarations and the consequences 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, nor 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 the obligations of the Company under the guaranty of the Company endorsed on the Trust Certificates. 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 Certificate.

SECTION 6.06. *Company to Deliver Trust Equipment to Trustee.* In case the Trustee shall rightfully demand possession of any of the Trust Equipment in pursuance of this Trust Agreement, the Company will, at its own expense, forthwith and in a reasonable manner and at a reasonable speed, 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 railroad lines or premises approved by the Trustee until the Trustee shall have leased, sold, or otherwise disposed of the same. The performance of the foregoing covenant is of the essence of this Trust 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 30 days after the occurrence thereof, unless such default shall have been remedied or cured before the giving of such notice.

SECTION 6.08. *Limitation on Suits by Holders of Trust Certificates.* No holder of any Trust Certificate shall have any right by virtue or by availing itself of any provision of this Trust Agreement to institute any action or proceedings, at law or in equity or in bankruptcy or otherwise, upon or under or with respect to this Trust Agreement, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless (a) such holder previously shall have given to the Trustee written notice of default and of the continuance thereof, as hereinbefore provided, (b) the holders of not less than 66⅔% in aggregate principal amount of the Trust Certificates then outstanding shall have made written request to the Trustee to institute such action or proceedings in its own name as trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses, and liabilities to be incurred therein or thereby, (c) the Trustee for 30 days after its receipt of such notice, request, and offer of indemnity shall have failed to institute any such action or proceedings, and (d) no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 6.10; it being understood and intended that no one or more holders of Trust Certificates shall have any right in any manner whatever, by virtue or by availing of any provision of this Trust Agreement, to affect, disturb, or prejudice the rights of any other holder of Trust Certificates, or to obtain or seek to obtain priority over or preference to any other such holder or to enforce any right under this Trust Agreement, except in the manner herein provided and for the equal, ratable, and common benefit of all holders of Trust Certificates. For the protection and enforcement of the provisions of this Section 6.08, each and every holder of a Trust Certificate and the Trustee shall be entitled to such relief as can be given either at law or in equity.

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

SECTION 6.10. *Control by Holders of Trust Certificates.* The holders of not less than 66 $\frac{2}{3}$ % 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 of exercising any trust or power conferred on the Trustee; *provided, however,* that, subject to the provisions of Section 9.02, the Trustee shall have the right to decline to follow any such direction if the Trustee shall have received an Opinion of Counsel or a written opinion of legal counsel of its own selection that the action so directed may not lawfully be taken.

SECTION 6.11. *Remedies Cumulative.* The remedies in this Trust 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, and any such remedies shall be subject in all respect to any mandatory requirements of law at the time applicable thereto, to the extent such requirements may not be waived on the part of the Company.

ARTICLE VII.

ADDITIONAL COVENANTS AND AGREEMENTS BY THE COMPANY.

SECTION 7.01. *Guaranty of Company.* The Company, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby unconditionally guaranties to the registered holders of the Trust Certificates the prompt payment, when and as due, of the principal of the Trust Certificates and of the interest thereon specified in the Trust Certificates, together with interest on any overdue principal, to the extent legally enforceable, and, to the extent legally enforceable, on any overdue instalment of interest, each at the respective rates set forth in the Trust Certificates and this Trust Agreement, all in accordance with the terms of the Trust Certificates and this Trust Agreement, all in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. The Company further covenants and agrees to endorse upon each of the Trust Certificates, at or before the issuance and delivery thereof by the Trustee, its guaranty of the prompt payment of the principal thereof and of the interest thereon, in substantially the form hereinbefore set forth. The guaranty contained in this Section 7.01 and the guaranties of the Company endorsed on the Trust Certificates are absolute, present, and continuing guaranties of payment and not of collectibility and are in no way conditioned or contingent upon any attempt to collect from the Trustee or to realize upon any security provided therefor, or upon any other condition or contingency. Said guaranties so endorsed on the Trust Certificates shall be signed and executed in the name and on behalf of the Company by the manual signature of its President or a Vice President. In case any officer of the Company whose signature shall appear on said guaranties 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 guaranties shall nevertheless be as effective and binding upon the Company as though the person who signed said guaranties had not ceased to be or had then been such officer.

SECTION 7.02. *Books and Accounts.* The Company and each of the Subsidiaries will at all times keep, or cause to be kept, correct and complete books of record and account in accordance with

generally accepted accounting principles consistently applied throughout the periods covered and from period to period, except for any changes in such principles initiated by the Company or by the independent certified public accountants employed to audit the Company's financial statements for the fiscal year in which such changes are effective and which changes shall be expressly concurred in by such accountants and, if material, disclosed in their report on such financial statements.

SECTION 7.03. *Miscellaneous Affirmative Covenants.* The Company will:

(a) promptly after the execution and delivery of this Trust Agreement and each supplement hereto, deliver to the Trustee a recorded counterpart of this Trust Agreement or such supplement, or receipts therefor, and/or for filing thereof, if such can be obtained from the proper recording and/or filing officers (or, in Canada only if such cannot be obtained, other reasonable documentary evidence) of the recordations or filings described in subparagraph (b) of this Section 7.03;

(b) promptly after the execution and delivery of this Trust Agreement and each supplement hereto, respectively, and each separate assignment of rentals and other payments under the Leases required by Section 5.11 hereof (1) cause this Trust Agreement, or such supplement or assignment, to be duly filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303, (2) file and record in Illinois (or in such other place as the principal office of the assignor thereof may be located), in accordance with the Uniform Commercial Code, financing statements covering assigned rentals and other payments under the Leases, and (3) cause all necessary filings to be made in accordance with any applicable national registration legislation of Canada (provided filings and recordings under such legislation will render the title and interests of the Trustee superior to all other claims against such title and interests) or the applicable registration legislation of British Columbia, Alberta, Saskatchewan, Manitoba, and Ontario in which this Trust Agreement or such assignments are eligible for filing; and 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 law of any jurisdiction in which the use of the Equipment is permitted by Section 5.10 hereof or reasonably requested by the Trustee for the purpose of the proper perfection and protection of the title and interests of the Trustee and the rights of the holders of the Trust Certificates in and to the Trust Equipment and the assignments of rentals and other payments under the Leases, as required in Section 5.11 hereof, and for the purpose 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 the United States if (1) the Company reasonably deems such action to be unduly burdensome, (2) after giving effect to the failure to take such action, the Company has taken all action required by law to protect the title and interests of the Trustee to units of Trust Equipment (and the assigned rentals and other payments under the Leases in respect of units of Trust Equipment) having a Depreciated Cost or actual fair value, whichever is greater, of not less than 90% of the Trust Estate Value, and (3) any unit of Trust Equipment at any time located in such jurisdiction shall have been marked with the markings specified in Section 5.07 hereof. The Company covenants and represents that units of Trust Equipment having a Depreciated Cost of not more than 15% of the Trust Estate Value shall at any one time be in use primarily in Canada and that units of Trust Equipment having a Depreciated Cost of not more than 5% of the Trust Estate Value shall at any one time be outside of the United States of America or mainland Canada;

(c) (1) promptly (and in any event within 30 days) after the execution and delivery of this Trust Agreement, each supplement hereto, and each separate assignment of the rentals and other payments under Leases, the Company will furnish to the Trustee an Opinion of Counsel stating that, in the opinion of such counsel, this Trust Agreement, such supplement, or such assignment, as the case may be, has been properly recorded and filed so as effectively to perfect and protect in

compliance with subsection 7.03(b) the title and interests of the Trustee under this Trust Agreement in and to the Trust Equipment and all assignments of rentals and other payments under Leases required by Section 5.11 hereof and the rights of the Trustee and the rights of the Trustee and the rights of the holders of the Trust Certificates hereunder and thereunder, as provided in subparagraph 7.03(b), and reciting the details of such action; and (2) 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 law, including the filing or refiling, recordation or rerecordation, of financing statements every five years or otherwise as required by law or when reasonably requested by the Trustee for the purpose of properly protecting and preserving the title and interests of the Trustee and the rights of the holders of the Trust Certificates and of fully carrying out and effectuating this Trust Agreement and the intent hereof. All expenses incident to such recordation and filing shall be paid by the Company;

(d) furnish to the Trustee, not more than three months after the anniversary in each year, commencing with the year 1980, of the first recording or filing of this Trust Agreement, an Opinion of Counsel stating that, in the opinion of such counsel, such action has been taken with respect to the recording, filing, rerecording, and refiling of this Trust Agreement and each supplement and separate assignment as is necessary for the proper perfection and protection of the title and interests of the Trustee under this Trust Agreement (subject to the limitation of subparagraph (b) of this Section 7.03) in and to the Trust Equipment and all assignments of rentals and other payments under the Leases required by Section 5.11 hereof and the rights of the Trustee and the rights of the holders of the Trust Certificates hereunder and thereunder, as provided in subparagraph 7.03(b), and reciting the details of such action; and in rendering such opinion, such counsel may rely upon an Officers' Certificate as to (A) the units of Trust Equipment with respect to which no filings have been made outside the United States, (B) the Depreciated Cost and aggregate actual fair value of such Trust Equipment, (C) the Depreciated Cost and aggregate actual fair value of all Trust Equipment, and (D) all factual matters relating to the assignments required by Section 5.11 hereof;

(e) furnish to the Trustee, within 100 days after the end of each fiscal year, an Officers' Certificate stating that there exists no Event of Default or other event which, with the lapse of time or with notice and the lapse of time, would become an Event of Default, or, if any thereof exists, specifying the nature thereof, the period of existence thereof, and what action the Company has taken or proposes to take with respect thereto; and forthwith upon any officer of the Company or any Affiliate of the Company to whom any of the Trust Equipment shall be assigned or transferred from time to time obtaining knowledge of an Event of Default or other event which, with the lapse of time or with notice and the lapse of time, would become an Event of Default, the Company will deliver to the Trustee an Officers' Certificate specifying the nature thereof and what action the Company or such Affiliate of the Company has taken or proposes to take with respect thereto;

(f) pay and discharge, or cause to be paid and discharged, when due or make adequate provision for the satisfaction or discharge of, any debt, tax, charge, assessment, obligation, or claim which has given rise to a perfected or otherwise enforceable lien or charge upon or against any of the Trust Equipment, except upon the leasehold interest of the Company therein; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation, or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings; *provided, however*, that such contest shall not materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates, and the Company shall have furnished the Trustee with an Opinion of Counsel to such effect;

(g) do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and franchises and use its best efforts to preserve and keep in full force and

effect its rights, permits, and licenses to do business; *provided, however*, nothing in this subparagraph (g) shall prevent the abandonment of any rights, permits, or licenses to do business of the Company if such rights, permits, or licenses are not required, as may be reasonably determined by the Company, in the conduct of the Company's operations; and

(h) except when otherwise provided herein, deliver, or cause to be delivered, to the Trustee, within 15 days of receipt thereof by the Company, a copy of each notice or request given or made to the Company by any holder of any Trust Certificate.

SECTION 7.04. *Merger, Consolidation, Transfer of Assets.* The Company will not merge into or consolidate or amalgamate with another corporation or sell, lease (other than in the ordinary course of business), transfer, or otherwise dispose of all or any substantial part of its property or assets, unless (a) the corporation formed by or surviving any such merger, consolidation or amalgamation or to which such sale, lease, transfer, or disposition shall have been made shall be a corporation organized under the laws of the United States of America or any state thereof, (b) the Company (if it shall survive such transaction) shall remain bound with respect to, and such other corporation (if it shall survive such transaction) within 30 days shall have expressly assumed by supplemental trust agreement, the due and punctual payment of the principal of, and interest on, all of the Trust Certificates and the due and punctual performance and observance of all the covenants and conditions of this Trust Agreement and the Purchase Agreement, respectively, to be performed and observed by the Company, and (c) immediately after giving effect to such transaction (and any such assumption), no condition or event shall exist which constitutes or which, after notice or the lapse of time or both, would constitute an Event of Default or other event which, with the lapse of time or with notice and the lapse of time, would become an Event of Default.

SECTION 7.05. *Further Assurances.* The Company covenants that from time to time it will do, execute, acknowledge, deliver, file, and record, or cause to be done, executed, acknowledged, delivered, filed, and recorded, all and every such further acts, deeds, grants, releases, conveyances, assignments, mortgages, pledges, transfers, and assurances as shall be necessary, or as the Trustee shall reasonably require, for the better granting, releasing, conveying, confirming, assigning, ceding, charging, mortgaging, pledging, transferring, and assuring unto the Trustee of all the property, rights and interests hereby granted, bargained, sold, aliened, remised, conveyed, confirmed, warranted, assigned, ceded, charged, mortgaged, pledged, transferred, delivered, or set over, or intended so to be, or which the Company may become bound to grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, transfer, deliver, or set over to, or pledge with, the Trustee.

SECTION 7.06. *Consent of Certificateholders.* Subject to the limitations of the provisions of Section 10.02, anything in this Trust Agreement to the contrary notwithstanding, the Company may fail or omit in any particular instance to comply with a covenant, agreement, or condition contained in Sections 5.07 to 5.11 and 7.02 to 7.05, inclusive, if the Company shall have obtained and filed with the Trustee prior to the time for such compliance the consent in writing of the holders of at least 66 $\frac{2}{3}$ % in aggregate principal amount of the Trust Certificates at the time outstanding, either waiving such compliance in such instance or generally waiving compliance with such covenant or condition, but no such waiver shall extend to or affect any obligation not expressly waived, nor impair any right consequent thereon.

SECTION 7.07. *Notice of Failure to Comply; Notice of Acceleration of Obligations.* The Company covenants forthwith to give written notice to the Trustee of any failure of the Company or the Trustee to comply with any covenant of the Company in this Trust Agreement or in the Purchase Agreements, or of the acceleration of the maturity of any amounts due under any material obligation of the Company or any Subsidiary.

SECTION 7.08. *Financial Statements.* The Company covenants that it will deliver to the Trustee (a) as soon as practicable and in any event within 60 days after the end of each quarterly period (other than the last quarterly period) in each fiscal year, (i) a statement of income and retained earnings of the Company and the Subsidiaries for such quarterly period and (in the case of the second and third quarterly periods) for the period from the beginning of the current fiscal year to the end of such quarterly period, (ii) a balance sheet of the Company and the Subsidiaries as at the end of such quarterly period; and (iii) a statement of the source and application of funds; all in reasonable detail, in each case setting forth in comparative form figures for the corresponding period in the immediately preceding fiscal year, and certified by an authorized financial officer of the Company, subject to changes resulting from normal, recurring year-end adjustments; (b) as soon as practicable and in any event within 100 days after the end of each fiscal year, (i) a statement of income and retained earnings of the Company and the Subsidiaries for such year, (ii) a balance sheet of the Company and the Subsidiaries as at the end of such year, and (iii) a statement of the source and application of funds; all in reasonable detail, in each case setting forth in comparative form corresponding figures from the preceding annual audit and certified by independent public accountants of recognized national standing selected by the Company; (c) together with all financial statements delivered pursuant to clauses (a) and (b) above, an Officers' Certificate demonstrating compliance with the last sentence of Section 7.03(b); (d) together with the financial statements delivered pursuant to clause (b) above, the documents and an Officers' Certificate containing the information set forth in Section 5.11(i); (e) copies of all regular or periodic reports and all registration statements which the Company or any Subsidiary has been required to file, or otherwise has filed, with the Securities and Exchange Commission or with any governmental department, bureau, commission, agency or other entity succeeding to any of the functions of the Securities and Exchange Commission; and (f) with reasonable promptness, such financial and other corporate data as the Trustee may reasonably request. All financial statements specified in clause (b) above shall be furnished in duplicate, shall be furnished in consolidated and consolidating form (provided that consolidating financial statements need not be certified by independent public accountants), and shall have been prepared in accordance with generally accepted accounting principles, consistently applied throughout the periods covered and from period to period, except for any changes in such principles initiated by the Company or by the independent certified public accountants employed to audit the Company's financial statements for the fiscal year in which such changes are effective and which changes shall be expressly concurred in by such accountants and, if material, disclosed in their report on such financial statements and certified (as to the consolidated figures) by independent public accountants of recognized national standing selected by the Company, and separate financial statements shall be furnished in duplicate for any significant unconsolidated subsidiaries. Together with each delivery of financial statements required by clause (a) or clause (b) above, the Company will deliver to the Trustee an Officers' Certificate stating that the signers of such Officers' Certificate have reviewed the terms of the Trust Agreement and have made, or caused to be made under their supervision, a review of the transactions and the condition of the Company during the accounting period covered by such financial statements and that there exists no Event of Default, or other event which, with the lapse of time or with notice and the lapse of time, would become an Event of Default and, if any such Event of Default or such other event exists, specifying the nature thereof, the period of existence thereof, and what action the Company has taken, is taking, and proposes to take with respect thereto. The Company also covenants that forthwith upon any officer of the Company or any Subsidiary to whom any of the Trust Equipment shall be sublet from time to time obtaining knowledge of an Event of Default or other event which, with the lapse of time or with notice and the lapse of time, would become an Event of Default, the Company will deliver to the Trustee an Officers' Certificate specifying the nature thereof, the period of existence thereof, and what action the Company or any Subsidiary, as the case may be, has taken, is taking, and proposes to take with respect thereto. The Trustee and the holder of any Trust Certificate are hereby authorized to deliver a copy of any financial statement delivered to it pursuant to this Section 7.08 to any governmental regulatory body having jurisdiction over it.

SECTION 7.09. *Inspection.* The Company will permit any person designated in writing by the Trustee to visit and inspect any of the properties, corporate books, and financial records of the Company or any Subsidiary, to make copies and take extracts therefrom (exclusively for the use of the Trustee, when acting as Trustee), and to discuss the affairs, finances, and accounts of the Company or any Subsidiary with the officers of the Company or any Subsidiary and its or their internal and independent public accountants, all at such reasonable times and as often as the Trustee may reasonably request.

ARTICLE VIII.

EVIDENCE OF RIGHT OF HOLDERS OF TRUST CERTIFICATES.

SECTION 8.01. *Evidence of Right of Holders of Trust Certificates.* Any demand, request, consent, or other instrument, which this Trust Agreement may require or permit to be signed and executed by the holders of the Trust Certificates may be in any number of concurrent instruments of similar tenor and may be signed or executed by such holders of the Trust Certificates in person or by attorney appointed in writing. Proof of the execution of any such demand, request, consent, or other instrument, or of a writing appointing any such attorney, and of the holding by any person of the Trust Certificates shall be sufficient for any purpose of this Trust Agreement if made in the following manner:

(a) The fact and date of the execution by any person of such demand, request, consent, or other instrument or writing may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he acts, that the person signing the same acknowledged to him the execution thereof, or by an affidavit of a witness of such execution. The Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable.

(b) The ownership of Trust Certificates shall be proved by the registration books maintained by the Trustee.

The Trustee shall not be bound to recognize any person as a holder of a Trust Certificate unless and until his title to the Trust Certificates held by him is proved in the manner provided in this Article VIII.

Any action taken by the Company pursuant to any provision hereof and upon the demand, at the request, or with the consent of any person who at the time is the holder of any Trust Certificate shall be conclusive and binding in respect of such Trust Certificate upon all future holders thereof, or in respect of or any Trust Certificate or Trust Certificates issued in exchange therefor or in lieu thereof, whether or not any such Trust Certificate or Trust Certificates shall have had noted thereon the fact that such demand, request, or consent had been given or made, in respect of anything done or suffered by the Company or the Trustee in pursuance thereof or in reliance thereon.

In determining whether the holders of the requisite aggregate principal amount of Trust Certificates have concurred in any direction, waiver, or consent in this Trust Agreement, Trust Certificates which are owned by the Company, any other obligor upon the Trust Certificates (whether or not theretofore issued), or any Affiliate of the Company shall be disregarded and deemed not to be outstanding for the purpose of any such determination, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, demand, request, waiver, or consent, or other instrument, only Trust Certificates which the Trustee knows are so owned shall be disregarded.

ARTICLE IX.

THE TRUSTEE.

SECTION 9.01. *Expenses, Compensation, and Certain Rights and Obligations.* The Trustee accepts the trusts created by this Trust Agreement upon the terms and conditions hereof, including the following, to all of which the parties hereto and the holders from time to time of the Trust Certificate agree:

(a) The Trustee shall be entitled to reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and such compensation, as well as (i) the reasonable compensation of its counsel, (ii) all other reasonable expenses incurred by the Trustee hereunder, and (iii) all taxes which may have been assessed against the Trustee as such or against any funds on deposit with the Trustee hereunder which the Trustee may be required or permitted by law to deduct from such deposit and to pay, which the Company agrees to pay promptly on demand from time to time as such services shall be rendered and as such expenses shall be incurred. In default of such payment by the Company, the Trustee shall have a lien therefor on the property and moneys held by the Trustee hereunder prior to any rights in such property or moneys of the holders of the Trust Certificates. The Company also agrees to indemnify the Trustee for and to hold it harmless against any loss, liability, or expense incurred without negligence or bad faith on the part of the Trustee arising out of, or in connection with, the acceptance or administration of the trusts contained in the Trust Agreement, as well as the costs and expenses of defending against any claim of liability in the premises.

(b) The Trustee may execute any of the trusts or powers hereof and perform any duty hereunder either directly or indirectly or by or through its agents or attorneys.

(c) The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals herein or in the Trust Certificates, all of which are made by the Company solely; and the Trustee shall not be responsible or accountable in any manner whatsoever (i) for or with respect to the validity or execution or sufficiency of (A) this Trust Agreement, (B) any trust agreement supplemental hereto, (C) the Trust Certificates (except for its own due execution thereof), (D) the guaranties of the Company endorsed on the Trust Certificates, or (E) the Purchase Agreements, (ii) for the value of the property held by the Trustee hereunder or any part thereof, (iii) for the title of the Trustee thereto, (iv) for the security afforded thereby and hereby, or for the validity of any securities at any time held hereunder, or (v) for the validity or sufficiency of any assignment of any interest to the Trustee hereunder, and the Trustee makes no representation with respect thereto, nor shall the Trustee be liable (except from the trust estate) as assignee of any lease or sublease assigned hereunder.

(d) The Trustee shall not be under any obligation to exercise any of the trusts or powers hereof at the request, order, or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Trust Agreement, unless such holders of the Trust Certificates shall have offered to the Trustee security or indemnity satisfactory to the Trustee (in the case of Trust Certificates held by the Purchasers listed in Annex I to the Purchase Agreements, the written personal guaranty of such holder shall be satisfactory) against the cost, expenses, and liabilities to be incurred therein or thereby; nothing herein contained shall, however, relieve the Trustee of the obligation, upon the occurrence of an Event of Default (which has not been cured), to exercise such of the rights and powers vested in it by this Trust Agreement, and to use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(e) The Trustee may consult with counsel, and, to the extent permitted by Section 9.02, the advice of such 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 the advice of such counsel which is not contrary to the express provisions of this Trust Agreement.

(f) The Trustee, to the extent permitted by Section 9.02, may rely upon the certificate of the Secretary or one of the Assistant Secretaries of the Company as to the adoption of any resolution by the Board of Directors or stockholders thereof.

(g) Any action taken by the Trustee pursuant to any provision hereof and upon the demand, at the request, or with the consent of any person who at the time is the holder of any Trust Certificate shall be conclusive and binding in respect of such Trust Certificate upon all future holders thereof, or in respect of any Trust Certificate or Trust Certificates issued in exchange therefor or in lieu thereof, whether or not any such Trust Certificate or Trust Certificates shall have had noted thereon the fact that such demand, request, or consent had been made or given, in respect of anything done or suffered by the Trustee in pursuance thereof or in reliance thereon.

(h) The Trustee shall not be personally liable in case of entry by it upon or possession and operation of property constituting the trust estate for debts contracted or liability or damages incurred in the management or operation of said property.

(i) The Trustee, to the extent permitted by Section 9.02, may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Trust Certificate, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; *provided, however*, that, to the knowledge of the Trustee, the foregoing instruments are not contrary to the express provisions of this Trust Agreement applicable thereto. In all cases where this Trust Agreement does not make other express provision as to evidence on which the Trustee may act or refrain from acting, the Trustee shall be protected, to the extent permitted by Section 9.02, in acting or refraining from acting under any provision of this Trust Agreement in reliance upon an Officers' Certificate as to the existence or nonexistence of any fact or facts.

(j) The Trustee shall not be deemed to have knowledge of any default or Event of Default (other than a failure to pay any installment of rent) unless and until an officer of the Trust Division of the Trustee who customarily handles corporate trusts shall have actual knowledge thereof or the Trustee shall have received written advice thereof from the Company, any Affiliate of the Company, or the holder of any Trust Certificate.

(k) Any moneys at the time 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 9.02. *Duties of Trustee; Extent of Liability.* Notwithstanding anything to the contrary contained in this Trust Agreement:

(a) unless and until an Event of Default shall have happened and be continuing,

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

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

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

(c) the Trustee shall not be personally liable to any holder of Trust Certificates or to any other person 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 66⅔% in aggregate principal amount of 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 by this Trust Agreement.

If an Event of Default hereunder shall have happened, then, so long as the same shall be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement, and shall 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.

SECTION 9.03. *Application of Rentals.* The Trustee agrees to apply the rentals received by it under Section 5.04 when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in Section 5.04.

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 Trust Agreement until fully indemnified by the Company or by one or more of the holders of the Trust Certificates against all liability and expenses; and the Trustee shall not be responsible for the filing or recording or refiling or recording of this Trust Agreement or of any supplement hereto or statement of new identification numbers or of any other items to be filed or recorded pursuant to the Trust Agreement.

SECTION 9.04. *Funds May Be Held by Trustee; Investments.* Any funds 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 the Trustee will allow interest on any such funds in trust at the rate allowed by it upon deposit of a similar character.

At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on Request, shall invest and reinvest Deposited Cash held by it or cash deposited with it pursuant to Section 5.06, 5.08, or 5.09 ("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. Such Investment Securities may be purchased from or through the Trustee.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Trust Equipment or for payment of the principal of, or interest on, any Trust Certificate, sell such Investment Securities, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any such sale, up to the amount paid for such Investment Securities, including accrued interest, or apply such proceeds to the payment of said principal or interest, if and to the extent such proceeds are needed therefor.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 5.04(a), an amount equal to any expenses incurred in connection with any purchase or sale of Investment Securities and also an amount equal to any loss of principal incident to the sale or redemption of any Investment Securities for a sum less than the amount paid therefor, including accrued interest.

If to the knowledge of the Trustee, the Company is not in default, the Company shall be entitled to receive any interest allowed as provided in the first paragraph of this Section 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 9.05. *Trustee Not Liable for Delivery Delays or Defects in Equipment or Title.* 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 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 (either express or implied, including without limitation, any warranty of merchantability or fitness) 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 or otherwise.

The Trustee may perform its powers and duties with respect to the delivery and acceptance of the Trust Equipment by or through such attorneys, agents, and servants as it shall appoint, and shall be answerable only for its own acts, negligence, and willful defaults and not for the default or misconduct of any attorney, agent, or servant appointed by it in respect thereof with reasonable care.

SECTION 9.06. *Resignation of Trustee Upon Failure to Maintain Certain Qualifications.* If at any time the Trustee shall cease (a) to be a bank or trust company organized under the laws of the United States or any State thereof and having all authorizations to act as Trustee under the laws of such State, (b) to have a combined capital and surplus of not less than \$100,000,000, (c) to be authorized under the laws of the jurisdiction of incorporation to exercise corporate trust powers, (d) to be subject to supervision or examination by federal or state authority, then the Trustee shall resign within 30 days thereafter, such resignation to become effective upon the appointment of a successor trustee and such successor's acceptance of such appointment. If the Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, the combined capital and surplus of the Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If the Trustee shall fail or refuse to resign within said period, then (a) the Trustee shall, within ten days after the expiration of said period, transmit notice of such failure or refusal to the holders of the Trust Certificates in the manner and to the extent provided in Section 9.10; and (b) any holder of Trust Certificates, who has been the bona fide holder of a Trust Certificate 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 so failing or refusing to resign and the appointment of a successor.

SECTION 9.07. *Resignation and Removal; Qualifications of Successor Trustees.* The Trustee or any successor may resign and be discharged from the trust hereby created by giving not less than 45 days' advance notice thereof to the Company specifying the date when such resignation shall take effect, and by giving notice thereof to the holders of Trust Certificates, in the manner and to the extent provided in Section 9.10. Such resignation shall take effect on the date specified in such notice unless prior thereto a successor shall have been appointed as hereinafter provided, in which event such resignation shall take effect upon the appointment of such successor.

The Trustee, or any successor, may be removed at any time by an instrument or instruments in writing delivered to the Trustee and to the Company, and a successor may be appointed by an instrument or instruments in writing delivered to such successor and to the Company, in each case signed by the holders of a majority in principal amount of Trust Certificates at the time outstanding or by their duly authorized attorneys-in-fact.

Until a successor shall be appointed by the holders of the Trust Certificates or a court of competent jurisdiction as herein authorized, the Company, by an instrument executed by order of its Board of Directors, shall appoint a successor to fill the vacancy.

If in a proper case no appointment of a successor shall be made pursuant to the foregoing provisions of this Article IX within six months after a vacancy shall have occurred, either the holder of any Trust Certificate or the Trustee so retiring may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper and necessary, appoint a successor.

Every successor to the Trustee so appointed by the holders of the Trust Certificates, by a court of competent jurisdiction or by the Company shall be a bank or trust company in good standing organized and doing business under the laws of the United States or of any state and having a combined capital and surplus of not less than \$100,000,000, which is authorized under the laws of the jurisdiction of incorporation to exercise corporate trust powers and is subject to supervision or examination by a federal or state authority. If such successor publishes reports of condition at least annually, pursuant to laws or to the requirements of said supervising or examining authority, the combined capital and surplus of such successor shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

SECTION 9.08. *Successor Trustees.* Any successor to the Trustee appointed under any of the methods herein provided shall execute, acknowledge, and deliver to its predecessor trustee and to the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with the estates, properties, rights, powers, and trusts of its predecessor in the trust hereunder, with like effect as if originally named as the Trustee herein; but such predecessor shall, nevertheless, at the written request of the successor, execute, and deliver an instrument transferring to the successor all the estates, properties, rights, powers, and trusts of such predecessor hereunder and shall duly assign, transfer, and deliver all property and moneys held by it to its successor. Should any instrument in writing from the Company be required by any successor for more fully and effectually vesting in and confirming to it all estates, properties, right, powers, and duties as trustee hereunder, the Company, upon the request of such successor, shall make, execute, and deliver the same. The Company shall promptly give notice of the appointment of such successor to the holders of the Trust Certificates in the manner and to the extent provided in Section 9.10.

SECTION 9.09. *Merger or Consolidation of Trustee.* Any corporation or other business enterprise into which the Trustee or any successor to it in the trust created by this Trust Agreement may be merged, or with which it or any successor to it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any successor to it shall be a party, shall be the successor to the Trustee under this Trust Agreement without the execution or filing of any instruments or any further act on the part of any of the parties hereto.

SECTION 9.10. *Transmission of Reports to Certificateholders.* All reports, requests, or notices which are required by any other provision of this Trust Agreement to be transmitted in accordance with the provisions of this Section 9.10, shall be transmitted by mail to all registered owners of Trust Certificates, as the names and addresses of such owners appear upon the registration books maintained by the Trustee (or, in the case of any such holder which is an original purchaser of Trust Certificates pursuant to the Purchase Agreements, at such holder's address for communications set forth in Annex I to the Purchase Agreements or at such other address for such purpose as such holder shall have furnished to the Company and the Trustee in writing).

SECTION 9.11. *Right to Acquire and Hold Trust Certificates.* The Trustee and any paying agent may each acquire and hold Trust Certificates and otherwise deal with the Company in the same manner and to the same extent and with like effect as though it were not Trustee or a paying agent hereunder.

SECTION 9.12. *Additional Trustees.*

(a) If at any time or times it shall be necessary or prudent in order to conform to any law of any jurisdiction in which the Trust Equipment or any part thereof is located, or if the Trustee shall be advised by counsel, satisfactory to it, that it is so necessary or prudent in the interest of the holders of the Trust Certificates, or if the holders of a majority in principal amount of Trust Certificates at the time outstanding shall in writing so request the Trustee and the Company, the Trustee and the Company shall execute and deliver all instruments and agreements necessary or

proper to constitute another bank or trust company or one or more persons, in each instance approved by the Trustee and the Company, either to act as co-trustee or co-trustees of all or any of the Trust Equipment jointly with the Trustee originally named herein or any successor or successors or to act as separate trustee or trustees of any such property. In the event the Company shall have not joined in the execution of such instruments and agreements within ten days after the receipt of a written request from the Trustee so to do, or in case an Event of Default hereunder shall have happened and be continuing, the Trustee may act under the foregoing provisions of this Section 9.12 without the concurrence of the Company; and the Company hereby appoints the Trustee its agent and attorney to act for it under the foregoing provisions of this Section 9.12 in either of such contingencies.

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

(1) the Trust Certificates shall be issued and delivered and all powers, duties, obligations, and rights conferred upon the Trustee in respect of the custody, control, and management of moneys, papers, or securities, shall be exercised solely by Continental Illinois National Bank and Trust Company of Chicago or its successor as Trustee hereunder;

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

(3) no power given hereby to, or which it is provided hereby, may be exercised by such additional trustee or trustees, except jointly with, or with the consent in writing of, Continental Illinois National Bank and Trust Company of Chicago or its successor as Trustee, anything herein contained to the contrary notwithstanding;

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

(5) the Company and the Trustee, at any time, by an instrument in writing, executed by them jointly, may remove any such additional trustee, and in that case, by an instrument in writing executed by them jointly, may appoint a successor or successors to such trustee or trustees, as the case may be, anything herein contained to the contrary notwithstanding; in the event that the Company shall not have joined in the execution of any such instrument within ten days after the receipt of a written request from the Trustee so to do, the Trustee shall have the power to remove any such trustee and to appoint a successor to such trustee without the concurrence of the Company, the Company hereby appointing the Trustee its agent and attorney to act for it in such connection in such contingency; in the event that the Trustee alone shall have appointed a successor additional trustee or trustees or co-trustee or co-trustees as above provided, it may at any time, by an instrument in writing, remove any such trustee or co-trustee, the successor to any such trustee or co-trustee so removed to be appointed by the Company and the Trustee, or by the Trustee alone, as hereinbefore in this Section 9.12 provided.

(c) Any additional trustee or any successor thereof may at any time by an instrument in writing constitute the Trustee his agent or attorney-in-fact, with full power and authority, to the

extent which may be authorized by law, to do all acts and things and exercise all discretion which he is authorized or permitted to do or exercise, for and in his behalf and in his name. In case any additional trustee or any successor thereof shall die, become incapable of acting, resign or be removed, all the assets, property, rights, powers, trusts, duties, and obligations of such additional trustee or such successors, as the case may be, so far as permitted by law, shall vest in and be exercised by whomsoever the Trustee shall appoint, without the appointment of a new successor to such additional trustee or such successor, unless and until a successor is appointed in the manner hereinbefore provided.

SECTION 9.13. *Delivery of Notices, Reports, and Requests to Holders of Trust Certificates.* Promptly upon the receipt thereof or upon the making thereof by the Trustee, as the case may be, the Trustee shall deliver, or cause to be delivered, to each holder of Trust Certificates a copy of all notices, reports, and requests with respect to the Trust Agreement or the Trust Certificates given or made (a) to the Trustee by the Company or any Subsidiary or by any holder of any Trust Certificate (except for such financial reports and other documents which the Company is required under Section 3 of the Purchase Agreements to deliver to the purchasers under the Purchase Agreements and 10% Holders (as such term is defined in the Purchase Agreements) and except for any notice, report, or request the Company has notified the Trustee it has previously so delivered), (b) to the Company or any Subsidiary by the Trustee, or (c) to the Company by any holder of any Trust Certificate and delivered to the Trustee by the Company in accordance with Section 7.03(h).

ARTICLE X.

SUPPLEMENTAL TRUST AGREEMENTS.

SECTION 10.01. *Supplemental Trust Agreements without Consent of Certificateholders.* The Company, when duly authorized by its Board of Directors, and the Trustee, from time to time and at any time, subject to the conditions and restrictions contained in this Trust Agreement, may enter into a trust agreement or trust agreements supplemental hereto, which trust agreement or trust agreements shall form a part hereof, for any one or more or all of the following purposes:

(a) to add to the covenants and agreements of the Company contained in this Trust Agreement, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Company; or

(b) to appoint a co-trustee or co-trustees, or a separate trustee or trustees, pursuant to Section 9.12; or

(c) for any other purpose consistent with the terms of this Trust Agreement, or for the purpose of curing any ambiguity or curing, correcting, or supplementing any defect or inconsistent provision contained in this Trust Agreement or any trust agreement supplemental hereto; provided for the purpose of this subsection (c) only that at least 10 days and not more than 90 days prior to the Trustee's execution thereof, the Trustee shall mail notice stating the substance of such supplemental trust agreement to each holder of the Trust Certificates at the time outstanding;

(d) to sell, assign, and transfer to the Trustee, and to subject to this Trust Agreement any Equipment or other property (including, without limitation, as provided in Section 5.03) for the equal and proportionate benefit and security of the holders of the Trust Certificates at any time outstanding and to correct unintentional errors in or to amplify, the description of any Equipment or property at any time subject to, this Trust Agreement;

Any supplemental trust agreement authorized by the provisions of this Section 10.01 may be executed by the Company and the Trustee without the consent of the holders of any of the Trust

Certificates at the time outstanding, notwithstanding any of the provisions of Section 10.02, but the Trustee shall not be obligated to enter into any such supplemental trust agreement which affects the Trustee's rights, duties, or immunities under this Trust Agreement or otherwise.

The holders of not less than 66⅔% in aggregate principal amount of the Trust Certificates at the time outstanding shall have the right at any time to direct and require the Company and the Trustee to enter into one or more trust agreements supplemental hereto in order to effectuate the purpose specified in subsection (c) of this Section 10.01. Upon the written request of the holders or the requisite percentage of Trust Certificates as aforesaid, the Company and the Trustee shall with reasonable promptness execute such supplemental trust agreement or trust agreements. If the Trustee shall not be willing to execute a supplemental trust agreement as requested, it shall within 20 days after the receipt of such request, resign as Trustee hereunder.

SECTION 10.02. *Supplemental Trust Agreements with Consent of Certificateholders.* With the consent (evidenced as provided in Section 8.01) of the holders or not less than 66⅔% in aggregate principal amount of the Trust Certificates at the time outstanding, the Company, when authorized by a resolution of its Board of Directors, and the Trustee may, from time to time and at any time, enter into a trust agreement or trust agreements supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Trust Agreement or of any supplemental trust agreement or modifying in any manner the rights and obligations of the holders of the Trust Certificates and of the Company; *provided, however*, that no such supplemental trust agreement shall, without the consent of the holder of each outstanding Trust Certificate affected thereby:

(a) change the date fixed for maturity of the principal of any Trust Certificate; change the dates fixed for payment of the principal of, or any interest on, any Trust Certificate or for payment of any rentals payable with respect to any Trust Certificate or otherwise in accordance with Article V; reduce the principal amount of, or any payment of interest on, any Trust Certificate or reduce the amount of any rentals payable with respect to such Trust Certificates or otherwise in accordance with Article V, or change the coin or currency in which are payable the principal of, or any dividend or interest on, any Trust Certificate or any rentals payable in accordance with Article V hereof; or impair the right to institute suit for the enforcement of any such payment on or after the fixed maturity or date of payment thereof (or, in the case of redemption, on or after the date fixed for redemption); or

(b) modify any of the provisions of the guaranty of the Company in respect of the Trust Certificates; or

(c) create any security interest with respect to the Trust Equipment ranking prior to, or on a parity with, the security interest created by this Trust Agreement, or deprive any holder of the benefit of the security interest created by this Trust Agreement in all or any part of the Trust Equipment, Deposited Cash, or Replacement Funds for the security of its Trust Certificates; or

(d) reduce the percentage in principal amount of the outstanding Trust Certificates, the consent of whose holders is required for any such supplemental trust agreement, or the consent of whose holders is required for any waiver of compliance with certain provisions of this Trust Agreement or of certain defaults hereunder and their consequences provided for in this Trust Agreement; or

(e) modify any of the provisions of Sections 7.06, 10.02, and 10.03, except to increase any such percentage or to provide that certain other provisions of this Trust Agreement cannot be modified or waived without the consent of the holder of each Trust Certificate affected thereby.

Upon the request of the Company, accompanied by a copy of a resolution of its Board of Directors, certified by the Secretary or an Assistant Secretary of the Company, authorizing the

execution of any such supplemental trust agreement, and upon the filing with the Trustee of evidence of the consent of the holders as aforesaid, the Trustee shall join with the Company in the execution of such supplemental trust agreement, unless such supplemental trust agreement affects the Trustee's own rights, duties, or immunities under this Trust Agreement or otherwise, in which case the Trustee may, in its discretion, but shall not be obligated to, enter into such supplemental trust agreement.

Promptly after the execution by the Company and the Trustee of any supplemental trust agreement pursuant to the provisions of this Article X, the Company shall give notice, setting forth in general terms the substance of such supplemental trust agreement, to the holders of all Trust Certificates outstanding; such notice shall be sent by the Company through the mails, postage prepaid. Any failure of the Company to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental trust agreement.

SECTION 10.03. *Effect of Supplemental Trust Agreements.* Upon the execution of any supplemental trust agreement pursuant to the provisions of this Article X, this Trust Agreement shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties, and obligations under this Trust Agreement of the Company, the Trustee, and all holders of Trust Certificates outstanding thereunder shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modification and amendment, and all the terms and conditions of any such supplemental trust agreement shall be and be deemed to be part of the terms and conditions of this Trust Agreement for any and all purposes.

SECTION 10.04. *Trustee's Opinion of Counsel.* Subject to the provisions of Section 9.02, the Trustee may receive an Opinion of Counsel as conclusive evidence that any supplemental trust agreement executed pursuant to the provisions of this Article X complies with the requirements of this Article X.

SECTION 10.05. *Notation on Trust Certificates; Execution and Delivery of New Trust Certificates.* Trust Certificates issued and delivered after the execution of any supplemental trust agreement pursuant to the provisions of this Article X may bear a notation, in form approved by the Trustee, as to any matter provided in such supplemental trust agreement. If such supplemental trust agreement shall so provide, new Trust Certificates of like tenor, so modified as to conform, in the opinion of the Trustee and the Board of Directors of the Company, to any modification or amendment of this Trust Agreement contained in any such supplemental trust agreement, may be prepared by the Company and executed by the Trustee and delivered without cost to the holders of Trust Certificates then outstanding upon surrender of such Trust Certificates in equal aggregate principal amounts.

ARTICLE XI.

MISCELLANEOUS PROVISIONS.

SECTION 11.01. *Benefits Restricted to Parties and Certificateholders.* Nothing in this Trust Agreement, expressed or implied, is intended or shall be construed to confer upon, or 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 Trust Agreement or any covenant, condition, or stipulation hereof; and the covenants, stipulations, and agreements in this Trust Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the holders of the Trust Certificates.

SECTION 11.02. *Disposition of Cancelled Trust Certificates.* Whenever in this Trust Agreement provisions are made for the cancellation by the Trustee and the delivery to the Company of any Trust Certificates, the Trustee may, in lieu of such delivery, destroy such cancelled Trust Certificates and deliver to the Company a certificate regarding such destruction.

SECTION 11.03. *Illegality or Invalidity of Provisions.* In case any one or more of the provisions contained in this Trust Agreement or in the Trust Certificates shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

SECTION 11.04. *Date of Actual Execution.* Although this Trust Agreement, for convenience and for the purpose of reference, is dated as of January 1, 1980, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

SECTION 11.05. *Certificates.* The same officer or officers of the Company or the same accountant, auditor, engineer, or counsel or other person, as the case may be, may, but need not, certify to all the matters required to be certified under any Article, Section, subdivision, or other portion hereof, but different officers, accountants, auditors, engineers, counsel, or other persons may certify to different facts, respectively. Where any person or persons are required to make, give, or execute two or more orders, requests, certificates, opinions, or other instruments under this Trust Agreement, any such orders, requests, certificates, opinions, or other instruments may, but need not, be consolidated and form one instrument.

Except as otherwise expressly provided in this Trust Agreement, any request, opinion, consent, demand, notice, order, appointment, or other direction required or permitted to be made or given by the Company shall be deemed to have been sufficiently made or given if executed on behalf of the Company by its Chairman of the Board, its President or any of its Vice Presidents or its Treasurer or any of its Assistant Treasurers.

SECTION 11.06. *Notices.* All demands, notices, and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by certified mail to (a) in the case of the Company directed to the attention of the Vice President-Finance, 222 South Riverside Plaza, Chicago, Illinois 60606, 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, directed to the attention of its Corporate Trust Department, 30 North LaSalle Street, Chicago, Illinois 60693, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand, notice, or communication.

SECTION 11.07. *Successors and Assigns.* Whenever in this Trust Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included, and all the covenants, promises, and agreements contained in this Trust Agreement by or on behalf of the Company or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 11.08. *Effect of Table of Contents and Headings.* The Table of Contents and the Article and Section headings are for convenience only and shall not affect the construction of this Trust Agreement or of any Article or Section hereof.

SECTION 11.09. *Applicable Law.* The provisions of this Trust Agreement, and all the rights and obligations of the parties hereunder, shall be governed by, and interpreted and construed in accordance with the provisions of, the laws of the state of Illinois. The Company, being a body corporate, hereby agrees that The Limitation of Civil Rights Act of the Province of Saskatchewan, as now existing and as hereafter amended, shall have no application to this Trust Agreement or any extensions or renewals hereof, or to any agreement collateral hereto, or to the rights, powers, or remedies of the Trustee or any other person under this Trust Agreement, or any extension or renewal hereof, or any agreement collateral hereto, and hereby waives and releases all its rights, benefits and protection given it by

Sections 22A, 22B, 22C, and 22D of the Bills of Sale Act of the Province of British Columbia, and amendments thereto, and by Sections 14 and 14A of the Conditional Sales Act of the Province of British Columbia, and amendments thereto.

SECTION 11.10. *Counterparts.* This Trust Agreement is being executed in several counterparts, each of which is an original and all of which are identical. Each counterpart of this Trust Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed one and the same instrument. It shall not be necessary in making proof of this Trust Agreement to produce or account for more than one such counterpart.

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 seals, duly attested, to be hereunto affixed as of the day and year first written.

NORTH AMERICAN CAR CORPORATION,

By J. Harrison
Vice President

(CORPORATE SEAL)

ATTEST:

J. M. Sillegri
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY
OF CHICAGO,

Trustee
By Donald W. Aef
Vice President

(SEAL)

ATTEST:

[Signature]
Trust Officer

STATE OF ILLINOIS }
COUNTY OF COOK } ss:

On this 24th day of January, 1980, before me personally appeared J. Narverson, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on JAN 24, 1980, signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debra A. Kelly
Notary Public

(NOTARIAL SEAL)

My Commission Expires

My Commission Expires 2/23/83

STATE OF ILLINOIS }
COUNTY OF COOK } ss:

On this 24th day of January, 1980, before me personally appeared DONALD W. ALFVIN to me personally known, who, being by me duly sworn, says that he is a Vice President of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was on January 24, 1980, signed and sealed on behalf of said national banking association 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 national banking association.

Debra A. Kelly
Notary Public

(NOTARIAL SEAL)

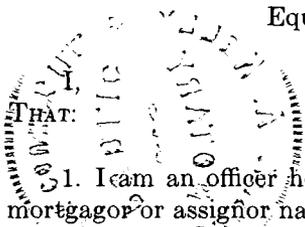
My Commission Expires

2/23/83

STATE OF ILLINOIS }
COUNTY OF COOK } SS:

To WIT:

IN THE MATTER OF registration of an Equipment Trust Agreement, dated as of the 1st day of January, 1980, and made from North American Car Corporation to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, for the purpose of securing North American Car Corporation Equipment Trust Certificates, First 1980 Series.



, of the City of Chicago, in the State of Illinois, MAKE OATH AND SAY

THAT:

1. I am an officer holding the office of Vice President of North American Car Corporation, the mortgagor or assignor named in the annexed instrument containing a mortgage, charge, or assignment made by the said North American Car Corporation to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and am aware of the circumstances connected with the transaction and have a personal knowledge of the facts herein set forth under oath.

2. The said instrument was executed by North American Car Corporation at the City of Chicago in the State of Illinois on the day of 1980.

Subscribed sworn before me at the
City of Chicago in the
State of Illinois,
on the day of
1980.

A Notary Public in and for said
Cook County in the
State of Illinois.

(NOTARIAL SEAL)

My Commission Expires



STATE OF ILLINOIS }
COUNTY OF COOK } ss:

To WIT:

IN THE MATTER OF registration of an Equipment Trust Agreement, dated as of the 1st day of January, 1980, and made from North American Car Corporation to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, for the purpose of securing North American Car Corporation Equipment Trust Certificates, First 1980 Series.

I, _____, of the City of Chicago, in the State of Illinois, MAKE OATH AND SAY THAT:

1. I am an officer holding the office of Vice President of Continental Illinois National Bank and Trust Company of Chicago, the mortgagee, trustee, assignee, or grantee named in the annexed instrument made from North American Car Corporation to the said Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and am aware of the circumstances connected with the transaction and have a personal knowledge of the facts herein set forth under oath.

2. The said instrument, being the instrument containing the mortgage, charge, assignment, or grant, was executed in good faith and for the purpose of securing payment of the Equipment Trust Certificates, First 1980 Series, referred to therein and not for the mere purpose of protecting the chattels or book debts therein mentioned against the creditors of the mortgagor or assignor or preventing such creditors from obtaining payment of any claim against the mortgagor or assignor.

Sworn before me at the
City of Chicago in the
State of Illinois,
this _____ day of
1980.

A Notary Public in and for said
Cook County in the
State of Illinois.

(NOTARIAL SEAL)

My Commission Expires

NORTH AMERICAN CAR CORPORATION

**Equipment Trust
First 1980 Series**

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>Initials and Serial Numbers</u>		<u>A.A.R. Mechanical Designation Code</u>	<u>Description</u>
8	NAHX	36257-36264	L-151	Class LO, 100 Ton, 2,917 Cu. Ft. Hopper Cars
1	NAHX	59182	L-254	Class LO, 100 Ton, 5,750 Cu. Ft. Hopper Cars
3	NAHX	59186-59188	L-254	Class LO, 100 Ton, 5,750 Cu. Ft. Hopper Cars
4	NAHX	59207-59210	L-254	Class LO, 100 Ton, 5,750 Cu. Ft. Hopper Cars
16	NAHX	59212-59227	L-254	Class LO, 100 Ton, 5,750 Cu. Ft. Hopper Cars
3	NAHX	59250-59252	L-254	Class LO, 100 Ton, 5,750 Cu. Ft. Hopper Cars
1	NAHX	59340	L-254	Class LO, 100 Ton, 5,750 Cu. Ft. Hopper Cars
12	NAHX	59361-59372	L-254	Class LO, 100 Ton, 5,750 Cu. Ft. Hopper Cars
1	NATX	72611	T-105	Class 111A100W3, 100 Ton, 20,700 Gallon Capacity Tank Car
5	NATX	77206-77210	T-105	Class 111A100W3, 100 Ton, 23,700 Gallon Capacity Tank Cars
30	NATX	77221-77250	T-105	Class 111A100W3, 100 Ton, 23,700 Gallon Capacity Tank Cars
10	NATX	77261-77270	T-105	Class 111A100W3, 100 Ton, 23,700 Gallon Capacity Tank Cars
32	NAHX	94081-94112	L-651	Class LO, 100 Ton, 3,000 Cu. Ft. Hopper Cars
4	NAHX	94117-94120	L-651	Class LO, 100 Ton, 3,000 Cu. Ft. Hopper Cars
8	NAHX	390164-390171	L-652	Class LO, 100 Ton, 4,000 Cu. Ft. Hopper Cars
4	NAHX	390207-390210	L-652	Class LO, 100 Ton, 4,000 Cu. Ft. Hopper Cars
69	PTEX	455600-455668	L-253	Class LO, 100 Ton, 4,550 Cu. Ft. Hopper Cars
106	NAHX	481875-481980	L-153	Class LO, 100 Ton, 4,750 Cu. Ft. Hopper Cars
3	NAHX	482115-482117	L-153	Class LO, 100 Ton, 4,750 Cu. Ft. Hopper Cars
1	NAHX	482162	L-153	Class LO, 100 Ton, 4,750 Cu. Ft. Hopper Cars
10	NAHX	482182-482191	L-153	Class LO, 100 Ton, 4,750 Cu. Ft. Hopper Cars
60	NAHX	482500-482559	L-153	Class LO, 100 Ton, 4,750 Cu. Ft. Hopper Cars
19	NAHX	482580-482598	L-153	Class LO, 100 Ton, 4,750 Cu. Ft. Hopper Cars