

18216/B

RECORDATION NO. FILED 1425

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RECORDATION NO. FILED 1425

APR 28 1993 1-30 PM

April 28, 1993

INTERSTATE COMMERCE COMMISSION

18216/A

RECORDATION NO. FILED 1425

APR 28 1993 1-30 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 18216 FILED 1425

APR 28 1993 1-30 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two duly executed and acknowledged copies of an Equipment Trust Agreement, dated as April 15, 1993, a primary document as defined in the Commission's Rules for the Recordation of Document under 49 C.F.R. Section 1177, and two duly executed and acknowledged copies of an Assignment and Assumption Agreement, dated as of April 28, 1993 and two duly certified copies each of two Bills of Sale, each dated April 28, 1993, all of which are secondary documents relating to the aforesaid Equipment Trust Agreement.

The names and addresses of the parties to the enclosed Equipment Trust Agreement, the primary document, are:

Company: American Car Line Company
3301 Rider Trail South, Suite 123
Earth City, Missouri 63045-1393

Trustee: BankAmerica National Trust Company
2 Rector Street
New York, New York 10004

APR 28 1 29 PM '93

Handwritten signatures and initials on the left margin.

Mr. Sidney L. Strickland, Jr.
April 28, 1993
Page 2

The names and addresses of the parties to the enclosed secondary documents are:

Assignment and Assumption Agreement

Seller: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045-1393

Buyer: American Car Line Company
3301 Rider Trail South
Earth City, Missouri 63045-1393

Bill of Sale

Seller: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045-1393

Buyer: American Car Line Company
3301 Rider Trail South
Earth City, Missouri 63045-1393

Bill of Sale

Seller: American Car Line Company
3301 Rider Trail South
Earth City, Missouri 63045-1393

Buyer: BankAmerica National Trust Company
2 Rector Street
New York, New York 10005

A description of the railroad equipment covered by the enclosed documents is:

2585 covered hopper and tank railcars bearing ACFX and SOO reporting marks and road numbers as set forth in Schedule I to the Equipment Trust Agreement.

Interstate Commerce Commission
Washington, D.C. 20423

4/28/93

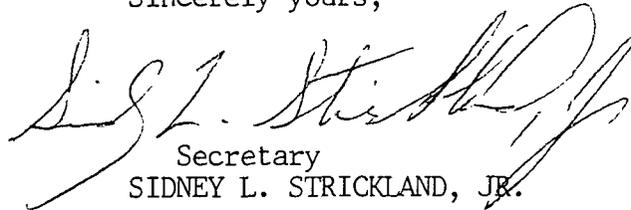
OFFICE OF THE SECRETARY

Robert w. Alvord
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **4/28/93** at **1:30pm**, and assigned recordation number(s). **18216, 18216-A 18216-B & 18216-C**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18216 FILED 1425

APR 28 1993 1:30 PM

INTERSTATE COMMERCE COMMISSION

FILED AND RECORDED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 AS DOCUMENT NO. _____ ON
APRIL 27, 1993 AT __: __ .M.

AMERICAN CAR LINE COMPANY EQUIPMENT TRUST

Series 1993-A

EQUIPMENT TRUST AGREEMENT

Dated as of April 15, 1993

BY AND BETWEEN

BANKAMERICA NATIONAL TRUST COMPANY,

as Trustee,

AND

AMERICAN CAR LINE COMPANY

This Equipment Trust Agreement is secured by the Trust Equipment subject hereto and an assignment of all Leases now or hereafter entered into by American Car Line Company relating (but only to the extent relating) to such Trust Equipment, and of all rentals and proceeds in respect of such Trust Equipment under any Lease or other agreement.

TABLE SHOWING REFLECTION OF CERTAIN PROVISIONS
OF TRUST INDENTURE ACT OF 1939

Trust Indenture Act <u>Section</u>	<u>Equipment Trust Agreement Section</u>
§ 310 (a) (1)	9.8
(a) (2)	9.8
(a) (3)	Not Applicable
(a) (4)	Not Applicable
(a) (5)	9.8
(b)	9.7; 9.9
(c)	Not Applicable
§ 311 (a)	9.12
(b)	9.12
(c)	Not Applicable
§ 312 (a) *	8.1
(b)	8.2 (a)
(c)	8.2 (b)
(d)	8.2 (c)
(e)	8.2 (c)
§ 314 (a)	8.3
(b)	7.7
(c) (1)	14.3
(c) (2)	14.3
(c) (3)	Not Applicable
(d) (1)	5.6
(d) (2)	Not Applicable
(d) (3)	4.3
(e)	5.6
(f)	5.8
(g)	5.11
(h)	14.13
§ 315 (a)	9.2
(b)	6.2
(c)	9.2
(d)	9.2
(e)	6.10
§ 316 (a) (1) (A)	6.9
(a) (1) (B)	6.4

* Since under the Equipment Trust Agreement only the Trustee may appoint paying agents, the references in Section 312(a) of the Trust Indenture Act to paying agents of the obligor have been omitted.

Trust Indenture Act <u>Section</u>	Equipment Trust Agreement <u>Section</u>
(a) (2)	Omitted
(b)	6.8
§ 317(a)	6.1
(b)	9.13
§ 318(a)	14.4

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EQUIPMENT TRUST AGREEMENT, dated as of April 15, 1993, by and between BANKAMERICA NATIONAL TRUST COMPANY, as Trustee (the "Trustee"), and AMERICAN CAR LINE COMPANY, a special purpose corporation duly organized and existing under the laws of the State of Delaware (the "Company").

W I T N E S S E T H :

WHEREAS, the Company has agreed to cause to be sold, transferred and delivered to the Trustee the railroad equipment described herein, subject to certain operating leases with respect thereto; and

WHEREAS, title to such railroad equipment is to be vested in and is to be retained by the Trustee, and such railroad equipment (subject to such operating leases and any renewals or replacements thereof) is to be leased to the Company hereunder until title is transferred under the provisions hereof; and

WHEREAS, to secure its obligations hereunder, the Company has granted to the Trustee a security interest in any and all of the Company's right, title and interest in, to and under such equipment and operating leases, certain other collateral and any proceeds thereof; and

WHEREAS, 8-1/4% Equipment Trust Certificates, Series 1993-A, due April 15, 2008 (the "Trust Certificates"), are to be issued and sold in an aggregate principal amount not exceeding \$130,000,000, and the net proceeds (excluding premium and accrued interest, if any) of such sale are to constitute a fund equal to the aggregate principal amount of Trust Certificates so issued and sold, to be known as AMERICAN CAR LINE COMPANY EQUIPMENT TRUST, Series 1993-A, to be applied by the Trustee in payment for the Trust Equipment; and

WHEREAS, the text of each Trust Certificate and the guaranty to be endorsed thereon by the Company is to be substantially in the following form:

[FORM OF FACE OF TRUST CERTIFICATE]

[LEGEND IF TRUST CERTIFICATE IS A RESTRICTED TRUST CERTIFICATE:]
THE TRUST CERTIFICATES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) ("INSTITUTIONAL ACCREDITED INVESTOR") OR (C)

IT IS NOT A U.S. PERSON AND IS ACQUIRING THE TRUST CERTIFICATES EVIDENCED HEREBY IN AN OFFSHORE TRANSACTION; (2) AGREES THAT IT WILL NOT WITHIN THREE YEARS AFTER THE ORIGINAL ISSUANCE OF THE TRUST CERTIFICATES EVIDENCED HEREBY RESELL OR OTHERWISE TRANSFER THE TRUST CERTIFICATES EVIDENCED HEREBY, EXCEPT (A) TO AMERICAN CAR LINE COMPANY, (B) INSIDE THE UNITED STATES TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (C) INSIDE THE UNITED STATES TO AN INSTITUTIONAL ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES TO BANKAMERICA NATIONAL TRUST COMPANY, AS TRUSTEE, A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THE TRUST CERTIFICATES EVIDENCED HEREBY (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM SUCH TRUSTEE) OR (D) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT AND (3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THE TRUST CERTIFICATES EVIDENCED HEREBY ARE TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THE TRUST CERTIFICATES EVIDENCED HEREBY WITHIN THREE YEARS AFTER THE ORIGINAL ISSUANCE OF SUCH TRUST CERTIFICATES, THE HOLDER MUST CHECK THE APPROPRIATE BOX SET FORTH ON THE REVERSE HEREOF RELATING TO THE MANNER OF SUCH TRANSFER AND SUBMIT THIS TRUST CERTIFICATE TO BANKAMERICA NATIONAL TRUST COMPANY, AS TRANSFER AGENT. IF THE PROPOSED TRANSFEREE IS AN INSTITUTIONAL ACCREDITED INVESTOR, THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO BANKAMERICA NATIONAL TRUST COMPANY, AS TRANSFER AGENT, SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS IT MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THIS LEGEND WILL BE REMOVED AFTER THE EXPIRATION OF THREE YEARS FROM THE ORIGINAL ISSUANCE OF THE TRUST CERTIFICATES EVIDENCED HEREBY. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE RESPECTIVE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.

[Legend if Trust Certificate is to be deposited for securities clearance and settlement through the facilities of The Depository Trust Company:] **UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

\$ _____

No. _____

AMERICAN CAR LINE COMPANY EQUIPMENT TRUST

8-1/4% EQUIPMENT TRUST CERTIFICATE,
SERIES 1993-A, due April 15, 2008

Total Authorized Issue: \$130,000,000

BankAmerica National Trust Company, Trustee

BankAmerica National Trust Company, as Trustee (the "Trustee") under an Equipment Trust Agreement (the "Agreement") dated as of April 15, 1993 by and between the Trustee and American Car Line Company, a Delaware special purpose corporation (the "Company"), hereby certifies that _____ or the registered assigns is entitled to an interest of _____ Dollars in American Car Line Company Equipment Trust, Series 1993-A, payable on April 15, 2008, upon surrender of this Trust Certificate to the Trustee at its office in The City of New York, or at any other office or agency maintained by the Trustee for such purpose; and to interest thereon from the date hereof until the principal amount represented by this Trust Certificate shall have become due, payable on the fifteenth day of April and October in each year, beginning October 15, 1993, at the rate per annum specified in the heading hereof (computed on the basis of a 30-day month, 360-day year), subject to increase pursuant to the terms of the Registration Rights Agreement (as defined in the Agreement), with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 1% per annum over the rate specified in the heading hereof; the interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Agreement, be paid to the Person in whose name this Trust Certificate is registered at the close of business on the record date for such interest, which shall be the April 1 or October 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date, and at maturity, to the persons to whom principal is payable; interest and any principal payable in connection with any optional or mandatory redemption being payable to the registered holder hereof upon presentation hereof by such holder, by check, mailed to the address of the person entitled thereto or, to the extent provided in the Agreement, by wire transfer to the account of such person, 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, and in such manner as the Company shall direct the Trustee in writing; provided, that the Trustee shall not be personally liable for the payment of any such amounts.

Reference is hereby made to the further provisions of this Trust Certificate set forth on the reverse hereof, which

further provisions shall for all purposes have the same effect as if set forth at this place.

Neither this Trust Certificate nor the guaranty endorsed hereon shall be valid or enforceable for any purpose until this Trust Certificate shall have been manually signed by a Vice President and attested by a Responsible Officer of the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Trust Certificate to be signed by one of its Vice Presidents by such Vice President's manual signature, to be attested by the signature (which may be manual or facsimile) of one of its Responsible Officers and its corporate seal, or a facsimile thereof, imprinted hereon.

Dated:

BankAmerica National Trust Company,
Trustee

By _____
Responsible Officer

Seal

Attest:

Responsible Officer

[FORM OF GUARANTY FOR TRUST CERTIFICATES]

AMERICAN CAR LINE COMPANY, for a valuable consideration, hereby unconditionally guarantees to the registered holder of the within Trust Certificate the prompt payment of the principal of said Trust Certificate (whether payable at maturity or upon redemption), any applicable premium and interest thereon specified in said Trust Certificate, with interest on any overdue principal, premium or interest, to the extent legally enforceable, at the rate specified in said Trust Certificate, all in accordance with the terms of said Trust

Certificate and the Equipment Trust Agreement referred to therein.

Dated:

AMERICAN CAR LINE COMPANY

By _____
President

Attest:

Assistant Secretary

[FORM OF REVERSE OF TRUST CERTIFICATE]

This Trust Certificate is one of an authorized issue of Trust Certificates in an aggregate principal amount not exceeding \$130,000,000 (the "Trust Certificates"), which will mature on April 15, 2008. The Trust Certificates will be issued under the Agreement, under which certain railroad equipment leased to the Company (or cash or obligations defined in the Agreement as "Investment Securities" in lieu thereof, as provided in the Agreement) is held by, and Leases, Lease Proceeds and certain other Collateral (each as defined in the Agreement) are assigned to the Trustee in trust for the equal and ratable benefit of the registered holders of the Trust Certificates issued thereunder. Reference is made to the Agreement (a copy of which is on file with the Trustee at its office) for a more complete statement of the terms and provisions thereof, to all of which the registered holder hereof, by accepting this Certificate, assents.

The Agreement provides for payments to be made by the Company to the Trustee on or before April 15 in each year, commencing April 15, 1994 (each such date, a "Mandatory Redemption Date"), in amounts sufficient to redeem \$8,667,000 aggregate principal amount of Trust Certificates on each such date (subject to reduction under certain circumstances). As more fully provided in the Agreement, under certain circumstances, the Trust Certificates are also subject to redemption on a Mandatory Redemption Date on not less than 30 days' prior notice given as provided in the Agreement, at 100% of the principal amount thereof, together with accrued and unpaid interest to the Mandatory Redemption Date.

The Trust Certificates are also subject to redemption upon not less than 30 days' prior notice given as provided in the Agreement at any time on and after April 15, 2001, in whole but not in part, at the election of the Company at the following redemption prices (expressed as percentages of the principal amount):

<u>If Redeemed During the 12-Month Period Commencing</u>	<u>Optional Redemption Price</u>
April 15, 2001	104.1250%
April 15, 2002	103.0938%
April 15, 2003	102.0625%
April 15, 2004	101.0313%

and after April 15, 2005, at 100% of the principal amount, together in the case of any such redemption, with accrued interest to the date fixed for redemption.

The Company, the Trustee, each holder of any Trust Certificate and any holder of any beneficial interest in any Trust Certificate by acceptance of the Trust Certificate (or any beneficial interest in any Trust Certificate) agree to treat such Trust Certificate (or any beneficial interest therein) as debt of the Company for purposes of federal, state and local income or franchise taxes and any other tax imposed on or measured by income.

The Trust Certificates are issuable as fully registered Trust Certificates in denominations of \$1,000 and integrals of \$1,000 in excess thereof (\$1,000,000 and integrals of \$1,000 in excess thereof in the case of Restricted Trust Certificates). The transfer of the Trust Certificates may be registered as provided in the Agreement. The several denominations of Trust Certificates are exchangeable upon presentation thereof for that purpose at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement.

Prior to the presentment for registration of transfer, the Trustee and the Company shall deem and treat the person in whose name this Trust Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal, premium, if any, and interest and for all other purposes and shall not be affected by any notice to the contrary.

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

The holder of this Trust Certificate by its acceptance of this Trust Certificate acknowledges that this Trust Certificate shall not be deemed in any way a promise to pay of the Trustee, except out of rentals and other monies received by the Trustee and applicable to such payment under the provisions of the Agreement.

The Agreement contains provisions for defeasance at any time of (i) the entire obligations of the Company thereunder and under the guaranty hereof and (ii) certain restrictive covenants

and the related Events of Default, upon compliance by the Company with certain conditions set forth therein, which provisions apply to this Trust Certificate.

The Agreement permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Trust Certificates at any time by the Company and the Trustee with the consent of the holders of a majority in aggregate principal amount of the Trust Certificates at such time outstanding. The Agreement also contains provisions permitting the holders of a majority in the aggregate principal amount of the Trust Certificates at the time outstanding, on behalf of the holders of all the Trust Certificates, to waive compliance by the Company with certain provisions of the Agreement and certain past defaults under the Agreement and their consequences. Any such consent or waiver by or on behalf of the holder of this Trust Certificate shall be conclusive and binding upon such holder and upon all future holders of this Trust Certificate and of any Trust Certificate issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Trust Certificate.

The Company will furnish to any registered holder hereof upon written request and without charge a copy of the Agreement. Requests may be made to:

American Car Line Company
3301 Rider Trail South, Suite 123
Earth City, Missouri 63045-1393
Attention: President

All terms used in this Trust Certificate which are defined in the Agreement shall have the meanings assigned to them in the Agreement.

Customary abbreviations may be used in the name of a holder or an assignee, such as: TEN COM (= tenants in common), TENANT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/m/A (= Uniform Gifts to Minors Act).

This Trust Certificate is entitled to the benefits of the guaranty which is endorsed hereon.

ASSIGNMENT FORM

To assign this Trust Certificate, fill in the form below: (I) or (we) assign and transfer this Trust Certificate to

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____

_____ agent to transfer this Trust Certificate on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this Trust Certificate)

Signature Guarantee.

MANNER OF TRANSFER FORM

- | | |
|--|--|
| <input type="checkbox"/> American Car Line Company | <input type="checkbox"/> Transfer outside the United States in compliance with Rule 904 of the Securities Act. |
| <input type="checkbox"/> Transfer inside the United States to a Qualified Institutional Buyer in compliance with Rule 144A under the Securities Act. | <input type="checkbox"/> Transfer inside the United States (i) to an Institutional Accredited Investor that has previously furnished to the Trustee a signed letter containing certain representations and agreements relating to restrictions on transfer and (ii) by a holder that has previously furnished the Company and the Transfer Agent with such certifications, legal opinions or other information requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. |

[Name of Holder]

Dated: _____, _____*

*To be dated the date of presentation or surrender

* * *

WHEREAS, it is desired to secure to the holders of the Trust Certificates the payment of all amounts due thereunder, including the payment of principal thereof upon redemption and at maturity, whether by declaration or otherwise, as hereinafter

more particularly provided, premium, if any, thereon, and interest to said date of maturity payable semiannually on April 15 and October 15 in each year, as hereinafter provided, and to evidence the rights of the holders of the Trust Certificates in substantially the form hereinbefore set forth;

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

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement shall have the respective meanings hereinafter specified; all other terms used in this Agreement which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in the Trust Indenture Act and in the Securities Act as in force at the date of this Agreement:

AAR shall mean the Association of American Railroads and any successor association or associations.

AAR Value shall mean, with respect to any unit of Equipment, the settlement value of such unit of Equipment as determined in accordance with Rule 107 -- Damaged and/or Destroyed Cars (or a successor rule) of the AAR as published in the most recent edition of Field Manual of the A.A.R. Interchange Rules (or a successor publication).

ACF shall mean ACF Industries, Incorporated, a New Jersey corporation.

Additional Subordinated Notes shall mean Subordinated Notes or unsecured subordinated Indebtedness with terms described in clause (c) to the proviso to the definition of Restricted Payments set forth herein, issued by the Company to ACF as payment of a portion of the purchase price of replacement Equipment.

Administrating Bank shall mean First Bank National Association or such other bank as may be designated pursuant to the Administration Agreement.

Administration Agreement shall mean the Lease Administration Agreement, dated as of the Issuance Date, among the Company, ACF, the Administrator and the Administrating Bank, as amended, supplemented or otherwise

modified and any replacement thereof, in each case, to the extent permitted pursuant to Section 7.13.

Administrator shall mean ACF Lease Administrators, Inc., a Delaware corporation, or such other party as is performing the duties of lease administrator pursuant to the Administration Agreement.

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

Asset Purchase Agreement shall mean the Asset Purchase Agreement, dated as of the Issuance Date, between ACF and the Company, as amended, supplemented or otherwise modified.

Bankruptcy Code shall mean the Bankruptcy Reform Act of 1978, as amended from time to time, and as codified as 11 U.S.C. Section 101 et seq.

Business Day shall mean each day which is neither a Saturday, Sunday nor other day on which banking institutions or trust companies in The City of New York are legally authorized or required to close.

Casualty Date shall have the meaning set forth in Section 5.8.

Casualty Occurrence shall have the meaning set forth in Section 5.8.

Casualty Proceeds shall mean the net proceeds obtained by the Company as a result of a Casualty Occurrence with respect to any Trust Equipment, whether derived from insurance payments, payments from railroads or sublessees of such Trust Equipment, or otherwise.

Certificate of a Firm of Independent Public Accountants shall mean a certificate signed by any firm of independent public accountants of recognized national standing selected by the Company. The term "independent" when used with respect to any specified firm of public accountants means such a firm which (1) is in fact independent, (2) does not have any direct financial interest or any material indirect financial interest in the Company or in

any other obligor upon the Trust Certificates or in any Affiliate of the Company or of such other obligor, and (3) is not connected with the Company or such other obligor or any Affiliate of the Company or of such other obligor, as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions, but such firm may be the regular auditors employed by the Company. Whenever it is herein provided that any Certificate of a Firm of Independent Public Accountants shall be furnished to the Trustee for Trust Certificates, such Certificate shall state that the signer has read this definition and that the signer is independent within the meaning hereof.

Change of Control shall mean that (i) voting stock of the Company is sold, conveyed or otherwise transferred in any transaction or series of transactions with the result that any Person or related group of Persons other than Icahn Holding or Affiliates of Icahn Holding shall hold more than 50% of the total votes that may be cast in the election of the Company's Board of Directors, (ii) Icahn Holding and its Affiliates reduce their total holdings of the Company's voting stock to an amount not in excess of 50% of the total votes that may be cast in the election of the Company's Board of Directors, (iii) all or substantially all of the Company's assets are sold in any transaction or series of transactions to any Person or related group of Persons other than Icahn Holding or Affiliates of Icahn Holding or (iv) the Company is merged or consolidated with another corporation.

Collateral shall mean all of the following:

(i) any and all right, title and interest of the Company in and to all Equipment, including all Equipment sold, conveyed or transferred to the Company pursuant to the Asset Purchase Agreement or otherwise, wherever located, including, without limitation, all Trust Equipment, whether now or hereafter existing;

(ii) any and all right, title and interest of the Company in and to all Leases;

(iii) any and all right, title and interest of the Company in the Asset Purchase Agreement, the Management Agreement, the Tax Consolidation Agreement and the Administration Agreement, including, without limitation, (a) all rights of the Company to receive moneys due and to become due under or pursuant thereto, (b) all rights of the Company to receive proceeds of any insurance, indemnity, warranty or guaranty with respect thereto, (c) all claims for damages arising out of or for breach of or default of such agreements and (d) the right of the Company to amend, waive or terminate such agreements, to

perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

(iv) any and all right, title and interest of the Company in the following:

(A) the Collateral Account, all funds on deposit in the Collateral Account, all Investment Securities and all certificates and instruments, if any, from time to time representing or evidencing such funds or Investment Securities; and

(B) all additional property that may from time to time hereafter be deposited in the Collateral Account or assigned or pledged to the Trustee for the benefit of the holders hereunder by the Company or by any Person on the Company's behalf; and

(v) any and all proceeds of the Collateral described in subparagraphs (i) through (iv) above (including, without limitation, Lease Proceeds and all other proceeds that constitute property of the types described in clauses (i) through (iv) above) and, to the extent not otherwise included, all payments under insurance (whether or not the Trustee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of such foregoing Collateral.

Collateral Account shall mean the account of the Company, established with the trust department of the Trustee at its office at 2 Rector Street, New York, New York 10006, deposit account number 077147900, or such other account as may be agreed upon from time to time by the Company and the Trustee; provided, however, that, if such account is not maintained with the Trustee, the short-term certificate of deposit rating of the financial institution at which such account shall be maintained shall be at least A-1 from S&P and, if rated by Fitch, rated F-1 from Fitch.

Commission shall mean the United States Securities and Exchange Commission.

Company shall mean American Car Line Company, a Delaware corporation.

Corporate Trust Office shall mean the principal office of the Trustee in the Borough of Manhattan, The City of New York, at which at any particular time its corporate trust business shall be administered, which office, at the date hereof, is located at 2 Rector Street, 9th floor, New York, New York 10006.

Default shall mean (i) any Event of Default or (ii) the occurrence and continuance of an event which, with the giving of notice or the passage of time or both, would constitute an Event of Default. The Company shall "be in Default" if a Default shall have occurred and be continuing.

Deposited Cash shall mean the aggregate amount of (i) all cash on deposit with the Trustee in the Collateral Account, including, without limitation, funds received by the Trustee pursuant to the first paragraph of Section 2.1, Section 5.4, Section 5.6, Section 5.11 or Section 5.13 and, (ii) when required or indicated by the context, any Investment Securities purchased by the use of such cash pursuant to the provisions of Section 9.5.

Eligible Equipment shall mean on any date of determination the collective reference to each unit of Equipment which (i) shall have an estimated useful life extending at least two years beyond the Final Maturity Date, (ii) shall be in good operating order and condition in accordance with the rules and regulations of the AAR, as in effect on such date, and in accordance with the regulations of any Governmental Authority which has proper jurisdiction over the Trust Equipment except for (A) any railcars included in the Equipment undergoing maintenance on the Issuance Date in the ordinary course of business for Equipment of a similar type and age and (B) such conditions which do not have, and are reasonably expected not to have, a material adverse effect on the value of such unit of Equipment and (iii) shall be subject to, and entitled to the benefits of, a full-service Lease with a sublessee domiciled in the United States, Canada or, to the extent permitted by Section 7.12, Mexico, which Lease contains terms and provisions substantially comparable to those of leases of Equipment owned by the seller of such Equipment similar in type and model to such Equipment.

Engineer's Certificate shall mean a certificate signed by a person appointed by the Company who shall be an engineer, appraiser or other expert, as the case may require. Such engineer, appraiser or other expert may be an officer or employee of the Company or an Affiliate of the Company except where this Agreement specifically requires the signature of an Independent Engineer.

Equipment shall mean units of Rolling Stock which are either covered hopper cars or tank cars.

Event of Default shall mean any event specified in Section 6.1 to be an Event of Default.

Excess Casualty Proceeds shall mean as of any date of determination, (i) the aggregate amount of all Casualty

Proceeds, minus (ii) the sum of (a) the aggregate purchase price of replacement Trust Equipment purchased with such Casualty Proceeds pursuant to Section 5.6 and (b) the aggregate principal amount of Trust Certificates theretofore redeemed pursuant to Section 3.3(a), in each case prior to such date (but in no event shall Excess Casualty Proceeds be less than zero).

Excess Ineligible Equipment Proceeds shall mean as of any date of determination, (i) the aggregate amount of all Ineligible Equipment Repurchase Proceeds, minus (ii) the sum of (a) the aggregate purchase price of replacement Trust Equipment purchased with such Ineligible Equipment Repurchase Proceeds pursuant to Section 5.6 and (b) the aggregate principal amount of Trust Certificates theretofore redeemed pursuant to Section 3.3(c), in each case prior to such date (but in no event shall Excess Ineligible Equipment Proceeds be less than zero).

Excess Sale Proceeds shall mean as of any date of determination, (i) the aggregate amount of all net sales proceeds from any sale or disposition of Trust Equipment (other than a Casualty Occurrence or a repurchase of Ineligible Equipment by ACF) minus (ii) the sum of (a) the aggregate purchase price of replacement Trust Equipment theretofore purchased with such net sales proceeds pursuant to Section 5.6 and (b) the aggregate principal amount of Trust Certificates theretofore redeemed pursuant to Section 3.3(b), in each case prior to such date (but in no event shall Excess Sale Proceeds be less than zero).

Exchange Act shall mean the Securities Exchange Act of 1934, as amended.

Facilities Documents shall mean the collective reference to this Agreement, the Asset Purchase Agreement, the Management Agreement, the Parent Agreement, the Tax Consolidation Agreement and the Administration Agreement.

Final Maturity Date shall mean April 15, 2008.

Fitch shall mean Fitch Investors Service, Inc., or any successor or successors to its rating business.

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

Governmental Authority shall mean any federal, state, local or foreign government or any court, agency, authority, instrumentality or regulatory body thereof.

Icahn Holding shall mean Icahn Holding Corporation, a Delaware corporation.

Indebtedness shall mean, with respect to any Person, without duplication, (i) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (ii) all obligations of such Person evidenced by bonds, debentures, equipment trust certificates, notes or similar instruments, (iii) all obligations of such Person upon which interest charges are customarily paid, (iv) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (v) all obligations of such Person issued or assumed as the deferred purchase price of property or services, (vi) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed but only up to the lesser of the value of the property at the time subject to such Liens and the amount of such Indebtedness, (vii) all guarantees by such Person of Indebtedness of others, (viii) all capital lease obligations of such Person, (ix) all obligations of such Person in respect of interest rate protection agreements, foreign currency exchange agreements or other interest or exchange rate hedging arrangements and (x) all obligations of such Person as an account party in respect of letters of credit and bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner (unless such Indebtedness is non-recourse to such general partner).

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

Independent Engineer shall mean an engineer, appraiser or other expert appointed by the Company, who (i) is not an Affiliate of the Company or any other obligor on the Trust Certificates, (ii) does not have any substantial interest, direct or indirect, in the Company or in any other obligor on the Trust Certificates or in any Affiliate of the Company or any such other obligor and (iii) is not connected with the Company or any other obligor on the Trust Certificates or any Affiliate of the Company or any such other obligor as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions. The Independent Engineer to be appointed by the Company shall provide the Trustee with a certificate as to the foregoing.

Ineligible Equipment shall have the meaning set forth in Section 5.13.

Ineligible Equipment Purchase Date shall have the meaning set forth in Section 5.13.

Ineligible Equipment Representations shall have the meaning set forth in Section 5.13.

Ineligible Equipment Repurchase Proceeds shall mean the aggregate repurchase price of Ineligible Equipment repurchased by the Company pursuant to Section 5.13.

Institutional Accredited Investor shall mean an institutional "accredited investor" (as defined in Rule 501 (a) (1), (2), (3) or (7) of the Securities Act).

Interest Payment Date shall mean each April 15 and October 15, commencing October 15, 1993.

Investment Securities shall mean (i) Government Securities (a) with remaining maturities not in excess of six months or (b) that are subject to a repurchase agreement with an institution of the type described in (iii) below exercisable within six months; (ii) commercial paper with maturities of 270 days or less having a rating of at least A-1 or the equivalent thereof from S&P and, if rated by Fitch, at least F-1 or the equivalent from Fitch; (iii) certificates of deposit, with terms of one year or less of United States banking institutions that have shareholders' equity of greater than \$100 million and whose short-term commercial paper rating is at least A-2 or the equivalent thereof from S&P and, if rated by Fitch, at least F-2 or the equivalent from Fitch; or certificates of deposit of non-United States commercial banking institutions that maintain the highest short-term deposit rating by Fitch and S&P.

Issuance Date shall mean April 28, 1993.

Lease Proceeds shall mean all rents, damages, moneys and proceeds payable to or for the benefit of, or receivable by, the Company with respect to any Lease existing as of the date hereof or entered into in the future with respect to, but only to the extent that such rents, moneys or proceeds derive from or are attributable to, any of the Trust Equipment.

Leases shall mean all present and future leases or subleases of any one or more units of the Trust Equipment and all other contracts for use of any one or more units of the Trust Equipment entered into pursuant to or in accordance with Section 5.9, including, without limitation, all extensions, renewals, supplements and

modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease or sublease) shall include both Trust Equipment subject to this Agreement and Rolling Stock not subject hereto, then said Leases shall be subject to this Agreement to the extent they cover Trust Equipment subject to this Agreement; and, for purposes of this Agreement, the term "Lease" shall mean a lease or sublease (including, without limitation, any master lease or sublease) only to the extent such lease or sublease applies to Trust Equipment subject to this Agreement.

Lien shall mean, with respect to any asset, (i) any mortgage, deed of trust, lien, pledge, claim, equity interest, participation interest, security interest or other charge or encumbrance of any kind in or on such asset, (ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement relating to such asset and (iii) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities. It is understood however that, with respect to the Trust Equipment, the lease to the Company under Section 5.1 of this Agreement and the leasehold interests under the Leases shall not constitute Liens.

Lockbox Account shall mean (i) the account of the Company and ACF described in the Administration Agreement in which Lease Proceeds and certain other funds as contemplated by the Administration Agreement are to be deposited, (ii) any account to be designated in the future as such in accordance with the Administration Agreement or (iii) any similar account maintained by the Company (either jointly with ACF or solely in its own name) in which Lease Proceeds and certain other funds as contemplated by the Administration Agreement are to be deposited.

Management Agreement shall mean the Railcar Management Agreement, dated as of the Issuance Date, between the Managing Agent and the Company, as amended, supplemented or otherwise modified and any replacement thereof, in each case, to the extent permitted pursuant to Section 7.13.

Managing Agent shall mean ACF or such other party as is performing the duties of managing agent pursuant to the Management Agreement.

Mandatory Redemption Amount shall mean initially, \$8,667,000; provided that the Mandatory Redemption Amount for the final Mandatory Redemption Date shall be the outstanding principal amount of Trust Certificates on such date. On and after a Mandatory Redemption Date on which any redemption of Trust Certificates pursuant to Section

3.3 is required to occur, the Mandatory Redemption Amount shall equal (i) the Mandatory Redemption Amount immediately prior to such Mandatory Redemption Date minus (ii) the aggregate amount of Trust Certificates to be redeemed pursuant to Section 3.3 on such Mandatory Redemption Date divided by the remaining number of Mandatory Redemption Dates from and including such Mandatory Redemption Date to and including the final Mandatory Redemption Date.

Mandatory Redemption Date shall mean April 15, in each year, commencing April 15, 1994.

New Trust Certificate shall mean the equipment trust certificates issued pursuant to the Registered Exchange Offer.

Officers' Certificate shall mean, with respect to any Person, a certificate signed (i) by the Chairman of the Board, the Vice Chairman of the Board, the President, any Vice President or the Treasurer of such Person and (ii) by any other such officer or any Assistant Treasurer or the Secretary or any Assistant Secretary of such Person. Each such certificate shall include the statements provided for in Section 14.3 if and to the extent required by the provisions thereof.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel who shall be reasonably acceptable to the Trustee and who may be an employee of or of counsel to the Company or an Affiliate of the Company. Each such opinion shall include the statements provided for in Section 14.3 if and to the extent required by the provisions thereof. The acceptance by the Trustee of, and its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is acceptable to the Trustee.

Optional Redemption Date shall mean a date selected for redemption of Trust Certificates pursuant to Section 3.5.

Overdue Interest Rate shall mean the rate of interest on any overdue principal or interest, as specified in the form of Trust Certificates hereinbefore set forth.

Parent Agreement shall mean the agreement dated the Issuance Date among the Company, Icahn Holding and the Trustee in the form delivered to the Trustee on the Issuance Date.

Permitted Affiliate Arrangements shall mean (i) the Tax Consolidation Agreement, (ii) the provision of auditing and accounting services to Affiliates of the Company by employees of the Company at rates determined by the Company's Board of Directors to be at least equal to the

rates which could be obtained for similar services from independent third parties, (iii) the inclusion of the Company as an insured under a policy of insurance obtained by ACF with an insurance company which policy shall be on terms determined by the Company's Board of Directors to be no less favorable to the Company than the terms at which a similar policy could be obtained directly from independent third parties and (iv) the coverage of some or all of the Company's employees, officers or directors under benefit plans obtained jointly with Affiliates of the Company.

Permitted Liens shall mean the Liens described on Schedule II hereto.

Permitted Sale shall mean any sale, transfer or conveyance of one or more units of the Trust Equipment permitted pursuant to Section 5.6.

Person shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Preferred Stock shall mean the 10,000 shares of the 14% Cumulative Preferred Stock of the Company issued to ACF on the Issuance Date with an aggregate liquidation preference of \$10,000,000, together with any additional shares thereof issued as payment of dividends thereon.

Post Office Box shall mean (i) the post office box or boxes described in the Administration Agreement in which all Lease Proceeds and certain other funds as contemplated by the Administration Agreement not transferred directly to the Lockbox Account are to be received, (ii) any such post office box or boxes to be designated in the future in accordance with the Administration Agreement or (iii) any such post office box or boxes otherwise reasonably acceptable to the Trustee.

Rating Agency shall mean the collective reference to Fitch and S&P.

Redemption Date shall mean a Mandatory Redemption Date or an Optional Redemption Date.

Redemption Determination Date shall mean, with respect to any Mandatory Redemption Date, the date which is 45 days preceding such Mandatory Redemption Date.

Registered Exchange Offer shall mean the proposed offer, if any, by the Company to the holders of Trust Certificates to issue and deliver to such holders, in exchange for the Trust Certificates held thereby, a like principal amount of equipment trust certificates of the

Company identical in all material respects to the Trust Certificates (except such equipment trust certificates will not be subject to certain of the transfer restrictions set forth in Section 2.6 hereof), all as described in Section 1 of the Registration Rights Agreement.

Registration Rights Agreement shall mean the Registration Rights Agreement dated as of the Issuance Date among the Company, Icahn Holding and the Initial Purchaser named therein.

Replacement Criteria shall mean, with respect to any Equipment to be sold, transferred and assigned to the Trustee in replacement of any Trust Equipment which has been subject to a Casualty Occurrence or any Trust Equipment which has been sold to a third party pursuant to a Permitted Sale or to the Company pursuant to Section 5.13 that, at the time such Equipment is to become subject to this Agreement: (i) the replacement Equipment meets the criteria set forth in the definition of Eligible Equipment except to the extent set forth in this definition; (ii) the replacement Equipment would not be more than 27 years old on the Final Maturity Date; and (iii) the replacement Equipment is (a) being replaced under an existing Lease, (b) subject to and entitled to the benefits of a Lease that has a remaining term (including the term of any unconditional renewal thereof) on the date of replacement at least as long as the remaining term of the Lease to which the unit of Trust Equipment being replaced was subject or (c) subject to and entitled to the benefits of a Lease with a term comparable to the terms of renewal leases obtained by the seller of such Equipment during the 12 months immediately preceding the date of sale to the Trustee for Equipment with equivalent value, condition, utility and service life; provided, however, that with respect to any replacement Equipment not meeting the requirement described in clause (iii)(a) above, the Company shall provide the Trustee with Officers' Certificates of the Company and, to the extent reasonably practicable, the Managing Agent (which, in the case of the Managing Agent, may be addressed to the Company) to the effect that, at the time of purchase by the Company and based on existing conditions at such time, such Person has no reason to believe that the Leases to which such Equipment is subject will not be renewed by the related lessee upon termination thereof.

Repurchase Period shall mean, with respect to any unit or units of Trust Equipment, the period from and including the Issuance Date or, if later, the date such unit or units were transferred to the Trustee pursuant to Section 5.6, to and excluding the date of the expiration of the term of the Lease to which such unit or units were subject

on the Issuance Date or, with respect to units of Equipment transferred to the Trustee pursuant to Section 5.6, the later of (i) the date of expiration of the term of the Lease to which such units were subject on the date of transfer to the Trustee or (ii) the date that is the first anniversary of such date of transfer, as the case may be (without, in either case, giving effect to any renewals or extensions thereof).

Request shall mean a written request for the action therein specified, delivered to the Trustee, dated not more than ten days prior to the date of delivery to the Trustee and signed on behalf of the Company by the chairman of the board, the vice chairman of the board, the president, any vice president or the treasurer of the Company.

Required Balance shall mean, with respect to any proposed Restricted Payment, an amount equal to the sum of all scheduled interest and principal payments (including principal payable in connection with mandatory annual redemptions pursuant to Section 3.1) on the Trust Certificates for the 12 months next succeeding the date of such proposed Restricted Payment; provided that for any calendar year of the Company, commencing with calendar year 1994, if the Utilization Rate for the immediately preceding calendar year is less than 90% (or 80% for any preceding calendar year of the Company after 2002), the Required Balance shall mean an amount equal to two times the sum of all scheduled interest and principal payments (including principal payable in connection with mandatory annual redemptions pursuant to Section 3.1) on the Trust Certificates for the 12 months next succeeding the date of such proposed Restricted Payment.

Required Management Reserve Amount shall mean (i) \$250,000 prior to April 15, 1998, (ii) \$500,000 from and after April 15, 1998 and prior to April 15, 2003 and (iii) \$1,000,000 thereafter.

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 or any vice president, any senior trust officer, any trust officer, any assistant trust officer, or any other officer or assistant officer of the Trustee assigned by the Trustee to administer its corporate trust matters.

Restricted Payments shall mean (i) the declaration or payment by the Company of any dividend or making of a distribution on its capital stock (including the Preferred Stock) in cash or property (other than, in the case of the Preferred Stock, dividends or distributions payable in the

form of additional shares of Preferred Stock and, in the case of capital stock of the Company other than the Preferred Stock, dividends or distributions payable in the form of additional shares of such capital stock); (ii) the payment in cash or property by the Company of any interest (other than interest paid in the form of additional Subordinated Notes) on or principal or premium, if any, of the Subordinated Debt; (iii) the purchase, redemption or other acquisition or retirement by the Company to Affiliates of the Company, including, without limitation, for value of any Subordinated Debt, any capital stock of the Company (including the Preferred Stock) or any option, warrant or other right to acquire such Subordinated Debt or capital stock; and (iv) all payments by the Company under the Tax Consolidation Agreement; provided, however, that the following shall not be deemed to be Restricted Payments: (a) payments to Affiliates of the Company permitted under Section 7.11 (including payments under the Administration Agreement and the Management Agreement); (b) any purchase, redemption or other acquisition or retirement of any Subordinated Debt or Preferred Stock, if financed entirely either through the issuance of capital stock of the Company or through an exchange or substitution by the Company for its capital stock and (c) any purchase, redemption or other acquisition or retirement of any Subordinated Debt if financed entirely through the issuance of Indebtedness or through an exchange or substitution by the Company for its Indebtedness, but, in each case, only to the extent that such new Indebtedness has terms substantially identical to the terms of the Subordinated Note on the Issuance Date as would be in effect on the date of issuance of such Indebtedness except that: (x) the interest rate on such Indebtedness may only be equal to or less than the interest rate of the Subordinated Note, the maturity date or dates of such Indebtedness may only be on or after the maturity date of the Subordinated Note, interest on such Indebtedness may only be payable as frequently or less frequently than the interest on the Subordinated Note and such Indebtedness may contain such other terms that, as evidenced by an Opinion of Counsel (which counsel may not be an employee of the Company or any Affiliate of the Company), do not have, individually or in the aggregate, have an adverse effect on the Trust Certificates or the Company's ability to make all payments required to be made by it thereunder and (y) in no event shall any such Indebtedness have terms of subordination different from those contained in the Subordinated Note on the Issuance Date.

Restricted Trust Certificates shall have the meaning assigned to such term in Section 2.3.

Rolling Stock shall mean standard-gauge railroad rolling stock (other than passenger equipment, cabooses or work equipment) and all accessories, equipment, parts and appurtenances appertaining or attached thereto.

S&P shall mean Standard & Poor's Corporation or any successor or successors to its ratings business.

Securities Act shall mean the Securities Act of 1933, as amended.

Settlement Agreement shall mean the Settlement Agreement dated as of January 5, 1993 among Trans World Airlines, Inc., Carl C. Icahn, the Icahn Entities referred to therein, the United States Pension Benefit Guaranty Corporation and the other entities named therein.

Subordinated Debt shall mean the Subordinated Note issued by the Company to ACF on the Issuance Date in an initial principal amount of \$17,900,000, together with any additional Subordinated Notes issued by the Company as payment of interest thereon, any Additional Subordinated Notes and any other unsecured subordinated Indebtedness for which any of the Subordinated Debt may be exchanged or substituted or by means of which any of the Subordinated Debt may be renewed, extended or refinanced, to the extent permitted by clause (c) of the definition of "Restricted Payments".

Subordinated Note shall mean a subordinated note of the Company in substantially the form attached as an exhibit to the Asset Purchase Agreement, as amended, supplemented or otherwise modified to the extent permitted pursuant to Section 7.13.

Tax Consolidation Agreement shall mean the tax consolidation agreement between the Company and Icahn Holding, dated as of the Issuance Date, providing for the allocation of tax liability between such parties, as amended, modified or otherwise supplemented to the extent permitted pursuant to Section 7.13.

Transactions shall have the meaning assigned to such term in Section 5.12(b).

Transfer Agent shall mean any Person, which may be the Company, authorized by the Company to exchange or register the transfer of Trust Certificates.

Trust Certificates shall mean the 8-1/4% Equipment Trust Certificates, Series 1993-A, due April 15, 2008, issued hereunder.

Trust Equipment shall mean all Equipment at the time subject to the terms of this Agreement, including, without limitation, the Equipment described on Schedule I hereto.

Trust Indenture Act shall mean the Trust Indenture Act of 1939, as amended.

Trustee shall mean the bank or trust company hereinbefore named as the "trustee" and, subject to the provisions of Article IX, any successor or successors as trustee hereunder.

Utilization Rate for any calendar year shall mean the percentage equivalent of a fraction, the numerator of which is the sum for all calendar months (or portions thereof) in such calendar year of the number of units of Trust Equipment subject to a Lease on the last day of each such month and the denominator of which is the sum for all calendar months (or portions thereof) in such calendar year of the number of units of Trust Equipment on the last day of each such month.

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

ARTICLE II

TRUST CERTIFICATES AND ISSUANCE THEREOF

SECTION 2.1. Issuance of Trust Certificates. On the Issuance Date, the net proceeds of the sale of any of the Trust Certificates shall, forthwith upon the issuance thereof, be deposited in cash with the Trustee and held in the Collateral Account. Thereupon, without waiting for the recording or filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, as the Company shall direct by a Request, Trust Certificates in the aggregate principal amount not to exceed \$130,000,000. Trust Certificates may be authenticated and delivered by the Trustee in lieu of other Trust Certificates pursuant to Sections 2.5, 2.6, 2.7 and 3.5.

SECTION 2.2. Interest; Maturity; Denominations. Each of the Trust Certificates shall bear interest on said principal amount from the date thereof until maturity, unless previously redeemed or repurchased pursuant to Article Three, at the rate per annum set forth on the face of each Trust Certificate, payable semi-annually on each Interest Payment Date.

The definitive Trust Certificates shall be in denominations of \$1,000 and integrals of \$1,000 in excess thereof

(\$1,000,000 and integrals of \$1,000 in excess thereof in the case of Restricted Trust Certificates).

The principal of and interest on the Trust Certificate shall be payable at the Corporate Trust Office in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts.

The person in whose name any Trust Certificate is registered at the close of business on any record date (as hereinafter defined) with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Trust Certificate upon any registration of transfer or exchange subsequent to such record date and prior to such Interest Payment Date; provided, however, that if and to the extent that such interest shall not be paid or duly provided for on such Interest Payment Date, such defaulted interest shall be paid to the persons in whose names outstanding Trust Certificates are registered at the close of business on a subsequent record date established by notice given by mail by or on behalf of the Trustee to the holders of Trust Certificates not less than 15 days before such subsequent record date, which record date shall not be less than five days before the date of payment of such defaulted interest. Each payment of interest, principal (other than the final payment of principal) and redemption price for each partial redemption of the Trust Certificates will be made at the office of the Trustee or any other office or agency maintained by the Trustee for such purpose; provided, however, that payments of principal (including principal payable upon redemption) shall only be made upon presentation and surrender of each Trust Certificate. Except as set forth below, such payments will be made by check of the Trustee mailed to the addresses of the holders of the Trust Certificates on the record date. The term "record date" as used in this Section 2.2 with respect to any Interest Payment Date (except a date for payment of defaulted interest) shall mean the April 1 or October 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date.

The Trustee will make payments of interest, principal (other than the final payment of principal) and redemption price for each partial redemption of the Trust Certificates, by wire transfer of immediately available funds to an account maintained by each holder of Trust Certificates in the United States that delivers to the Trustee account payment instructions at least five days prior to the applicable record date and holds an aggregate original principal amount of at least \$1,000,000 of Trust Certificates on the applicable record date. Payments will be made to the account designated by any such holder on each Interest Payment Date until the Trustee receives from such holder changes to the account payment instructions; provided that, with respect to any Interest Payment Date such changes are received at

least five days prior to the applicable record date. The Trustee is entitled to rely on such information and make payments in accordance therewith until receipt of further written instructions.

The final payment of principal on the Trust Certificates shall be payable at the Corporate Trust Office or at any other office or agency maintained by the Trustee for that purpose upon surrender of the Trust Certificates and shall be payable to the holder thereof by check, mailed to the address of the person entitled thereto. The Trustee shall not be personally liable for any amounts payable under the Trust Certificates.

SECTION 2.3. Form of Trust Certificates and Guaranty; Legends on Restricted Securities. The Trust Certificates and the guaranty to be endorsed thereon by the Company as hereinafter in Section 7.1 provided shall be in substantially the form hereinbefore set forth in the recitals to this Agreement.

During the period beginning on the Issuance Date and ending on the date which is three years from the Issuance Date, all Trust Certificates issued on the Issuance Date, and all Trust Certificates issued upon registration of transfer of, or in exchange for, such Trust Certificates, shall be "Restricted Trust Certificates" and shall be subject to the restrictions on transfer provided in the legend set forth on the face of the form of Trust Certificate set forth in the recitals; provided, however, that the term "Restricted Trust Certificates" shall not include Trust Certificates as to which such restrictions on transfer have been terminated in accordance with Section 2.6. All Restricted Trust Certificates shall bear the legend set forth on the face of the Trust Certificate set forth in the recitals. Trust Certificates that are not Restricted Trust Certificates shall not bear such legend.

SECTION 2.4. Execution by Trustee. The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual signature of one of its Vice Presidents, and its corporate seal, or a facsimile thereof, shall be imprinted thereon and attested by the signature (which may be manual or facsimile) of one of its Responsible Officers. No Trust Certificate and no guaranty thereof shall be valid or enforceable for any purpose until such Trust Certificate shall have been manually signed by a Responsible Officer of the Trustee. In case any officer of the Trustee whose signature shall appear on any of the Trust Certificates shall cease to be such officer of the Trustee before the Trust Certificates shall have been issued or 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 2.5. Temporary Trust Certificates. Temporary printed Trust Certificates in such form and denominations as the Company may determine may be issued by the Trustee, and shall be exchangeable, without charge to the holder thereof, upon surrender thereof to the Trustee, for definitive Trust Certificates of the same form, tenor, interest rate and maturity when the same shall have been prepared. Until such exchange said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates.

SECTION 2.6. Characteristics of Trust Certificates.

(a) The Trust Certificates shall be registered, as to both principal and interest, in the name of the holder; and, subject to the provisions of this Section 2.6, shall be registrable as to transfer upon due presentation and surrender thereof at the Corporate Trust Office, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee; and shall be dated as of April 27, 1993, or, if issued after the day next preceding the first Interest Payment Date, as of the Interest Payment Date next preceding the date of issue, unless issued on an Interest Payment Date, in which event they shall be dated as of the date of issue, or unless issued upon registration of transfer of or in exchange for another Trust Certificate or Certificates bearing unpaid interest from an earlier date, in which case they shall be dated as of such earlier date, and in any case shall entitle the registered holder to interest from the date thereof.

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

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

(d) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration, registration of transfer and exchange of the Trust Certificates and, subject to the provisions of subsection (h) hereof, upon presentation of Trust Certificates for such purpose, the Trustee shall register any transfer as herein provided and under such reasonable regulations as it may prescribe.

(e) For any registration of transfer or exchange, the Trustee shall require the payment by or on behalf of the registered holder of a sum sufficient to reimburse it for any tax

or other governmental charge connected therewith. No service charge shall be made for any such transaction.

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

(g) The Trustee shall not, except as may otherwise be agreed by the Company, (i) issue, register the transfer of, or exchange Trust Certificates for a period of fifteen days next preceding the completion of any selection of Trust Certificates to be redeemed or (ii) register the transfer of or exchange any Trust Certificates selected for redemption, in whole or in part, except the unredeemed portion of Trust Certificates being redeemed in part.

(h) Every Restricted Trust Certificate shall be subject to the restrictions on transfer provided in the legend required to be set forth on the face of each Restricted Trust Certificate pursuant to Section 2.3, unless such restrictions on transfer shall be waived by the written consent of the Company, and the holder of each Restricted Trust Certificate, by such holder's acceptance thereof, agrees to be bound by such restrictions on transfer. Whenever any Restricted Trust Certificate is presented or surrendered for registration of transfer or for exchange for a Trust Certificate registered in a name other than that of the holder, such Restricted Trust Certificate must be accompanied by a certificate substantially in the form set forth in Section 2.9, dated the date of such surrender and signed by the holder of such Restricted Trust Certificate, as to compliance with such restrictions on transfer. The Trustee shall not be required to accept for such registration of transfer or exchange any Restricted Trust Certificate not so accompanied by a properly completed certificate. Notwithstanding the preceding two sentences, a properly completed certificate shall not be required in connection with any transfer of any Restricted Trust Certificate through the facilities of The Depository Trust Company or any other United States securities clearance and settlement organization, provided that such transfer does not require a change in the name (other than to another nominee of The Depository Trust Company or other such securities clearance and settlement organization) in which such Restricted Trust Certificate is then registered.

Whenever any Restricted Trust Certificate is proposed to be transferred by a holder to an Institutional Accredited

Investor, the Trustee shall have received from such Institutional Accredited Investor, prior to such transfer, a signed letter substantially in the form of Annex I relating to certain representations and agreements regarding restrictions on transfer of such Restricted Trust Certificate. In addition, the holder of the Restricted Trust Certificate proposed to be transferred must, prior to such transfer, furnish to the Transfer Agent such certifications, Opinions of Counsel or other information as the Transfer Agent may reasonably request to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The restrictions imposed by this Section 2.6(h) and Section 2.3 upon the transferability of any particular Restricted Trust Certificate shall cease and terminate (i) three years after the Issuance Date, (ii) when such Restricted Trust Certificate has been transferred pursuant to Rule 144 or 904, as applicable, under the Securities Act (or any successor provision thereto), unless the holder thereof is an affiliate of the Company within the meaning of Rule 144 (or such successor provision) or (iii) upon a sale pursuant to an effective registration statement as contemplated by Section 2 of the Registration Rights Agreement. Any Restricted Trust Certificate as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon surrender of such Restricted Trust Certificate for exchange to the Trustee or any Transfer Agent in accordance with the provisions of this Section 2.6 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer pursuant to Rule 144 or Rule 904 or any successor provision, by an Opinion of Counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company addressed to the Company and the Trustee and in form reasonably acceptable to the Company to the effect that the transfer of such Restricted Trust Certificate has been made in compliance with Rule 144 or Rule 904, as applicable, or such successor provision), be exchanged for a new Trust Certificate, of like tenor or aggregate principal amount, which shall not bear the restrictive legend required by Section 2.3. The Company shall promptly inform the Trustee in writing of the effective date of any registration statement registering the Trust Certificates under the Securities Act.

SECTION 2.7. Replacement of Lost Trust Certificates.

In case any Trust Certificate shall become mutilated or defaced or the holder of a Trust Certificate claims that the Trust Certificate has been lost, destroyed or wrongfully taken, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate of like form, tenor, interest rate, maturity and date, and bearing such identifying number or designation as the Trustee may determine, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate, or in lieu of and in substitution for

the same if allegedly lost, destroyed or wrongfully taken. The Company shall execute its guaranty on any Trust Certificate so delivered. The applicant for a new Trust Certificate shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, destruction or wrongful taking of such Trust Certificate alleged to have been lost, destroyed or wrongfully taken and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or wrongfully taken Trust Certificate, and also shall furnish such security or indemnity as may be required by the Trustee and by the Company in their discretion, and shall pay all expenses and charges of such substitution or exchange. All Trust Certificates are held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or wrongfully taken Trust Certificates and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

SECTION 2.8. Legal Holidays. In any case where the Final Maturity Date or the date of any Interest Payment Date, Mandatory Redemption Date or Optional Redemption Date shall not be a Business Day, then (notwithstanding any other provisions of the Trust Certificates or this Agreement) payment of the principal of or interest on any Trust Certificates need not be made on such date, but shall be made on the next succeeding Business Day with the same force and effect as if made on the nominal date upon which any such Trust Certificate shall mature or on any such Interest Payment Date, Mandatory Redemption Date or Optional Redemption Date and no interest shall accrue for the period from and after any such nominal date.

SECTION 2.9. Form of Certification.

In connection with any certification contemplated by Section 2.6, relating to compliance with certain restrictions relating to transfers of Restricted Trust Certificates, such certification shall be provided substantially in the form of the following certificate, with only such changes as shall be reasonably approved by the Company and reasonably acceptable to the Trustee:

CERTIFICATE**AMERICAN CAR LINE COMPANY****8-1/4% EQUIPMENT TRUST CERTIFICATES, SERIES 1993-A,
DUE APRIL 15, 2008**

This is to certify that as of the date hereof with respect to \$_____ principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Trust Certificates") for registration of transfer, or for exchange where the securities issuable upon such exchange are to be registered in a name other than that of the undersigned holder (each such transaction being a "transfer"), the undersigned holder (as defined in the Agreement) certifies that the transfer of Surrendered Trust Certificates associated with such transfer complies with the restrictive legend set forth on the face of the Surrendered Securities for the reason checked below:

- | | | | |
|--------------------------|--|--------------------------|---|
| <input type="checkbox"/> | Transfer to American Car Line Company Inc. | <input type="checkbox"/> | Transfer outside the United States in compliance with Rule 904 of the Securities Act. |
|--------------------------|--|--------------------------|---|

Transfer inside the United States to a Qualified Institutional Buyer in compliance with Rule 144A under the Securities Act.

Transfer inside the United States (i) to an Institutional Accredited Investor that has previously furnished to the Trustee a signed letter containing certain representations and agreements relating to restrictions on transfer and (ii) by a holder that has previously furnished the Company and the Transfer Agent with such certifications, legal opinions or other information requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

[Name of Holder]

Dated: _____, _____*

*To be dated the date of presentation or surrender

ARTICLE III

REDEMPTION AND PURCHASE OF TRUST CERTIFICATES

SECTION 3.1. Mandatory Redemption. On each Mandatory Redemption Date the Trust Certificates shall be subject to a partial mandatory redemption in an amount equal to the Mandatory Redemption Amount through the application of the funds payable to the Trustee pursuant to Section 5.4(D)(1) or otherwise available to the Trustee for such purpose at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest to such Mandatory Redemption Date.

SECTION 3.2. Optional Redemption. On or after April 15, 2001 on an Optional Redemption Date selected by the Company,

the Company may redeem the Trust Certificates in whole but not in part, at a redemption price equal to the amounts set forth directly below (expressed as percentages of the principal amount of the Trust Certificates or portions thereof to be redeemed), together with accrued and unpaid interest to the Optional Redemption Date:

<u>If Redeemed During the 12-Month Period Commencing</u>	<u>Optional Redemption Price</u>
April 15, 2001	104.1250%
April 15, 2002	103.0938%
April 15, 2003	102.0625%
April 15, 2004	101.0313%

and after April 15, 2005, at 100% of the principal amount.

SECTION 3.3. Redemption Under Certain Additional Circumstances.

(a) Casualty Redemption. On each Mandatory Redemption Date, the Trust Certificates shall be subject to mandatory redemption in an amount equal to the product (rounded down to the nearest integral of \$1,000) of (i) a fraction, the numerator of which is the AAR Value of the Trust Equipment subject to a Casualty Occurrence during the fiscal year of the Company ending immediately prior to such Mandatory Redemption Date and not replaced on or prior to the related Redemption Determination Date pursuant to Section 5.6 with railcars meeting the Replacement Criteria and the denominator of which is the aggregate AAR Value of all the Trust Equipment (including the Equipment subject to such Casualty Occurrence) as of such Redemption Determination Date and (ii) the aggregate amount of outstanding Trust Certificates as of the end of such fiscal year, at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon through such Mandatory Redemption Date.

(b) Redemption Upon Equipment Sale. On each Mandatory Redemption Date, the Trust Certificates shall be subject to mandatory redemption if Excess Sale Proceeds exceed \$3,000,000 as of the related Redemption Determination Date. In such event, such mandatory redemption shall be in an amount equal to such Excess Sale Proceeds (rounded down to the nearest integral of \$1,000) and shall be at a redemption price equal to 100% of the principal amount of the Trust Certificates to be redeemed, together with accrued and unpaid interest thereon through such Mandatory Redemption Date.

(c) Redemption Upon Repurchase of Ineligible Equipment. On each Mandatory Redemption Date, the Trust Certificates shall be subject to mandatory redemption in an amount equal to the product (rounded down to the nearest integral of \$1,000) of (i) a fraction, the numerator of which is the AAR

Value of any and all Ineligible Equipment required to be repurchased by the Company pursuant to Section 5.13 during the fiscal year of the Company ending immediately prior to such Mandatory Redemption Date and not replaced on or prior to the related Redemption Determination Date pursuant to Section 5.6 with Equipment meeting the Replacement Criteria and the denominator of which is the aggregate AAR Value of all the Trust Equipment (including such Ineligible Cars) as of such Redemption Determination Date and (ii) the aggregate amount of outstanding Trust Certificates as of the end of such fiscal year, at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon through such Mandatory Redemption Date.

SECTION 3.4. [Intentionally Omitted].

SECTION 3.5. Selection of Trust Certificates for Redemption; Notice of Redemption. No less than 45 days (or such shorter period as the Trustee may select) prior to the occurrence of any redemption of Trust Certificates required or permitted pursuant to Sections 3.1, 3.2 or 3.3, the Company shall notify the Trustee of the aggregate principal amount of Trust Certificates to be redeemed on the related Redemption Date. On or prior to such Redemption Date, the Company shall deposit with the Trustee pursuant to Section 5.4 an amount, if any, in immediately available funds which, together with amounts held in the Collateral Account that may be withdrawn therefrom pursuant to Section 5.11, is sufficient to redeem all the Trust Certificates (or portions thereof) called for redemption.

If on any Redemption Date less than all of the Trust Certificates are to be redeemed, the Trustee shall select the Trust Certificates to be redeemed in compliance with the requirements of the principal national securities exchange, if any, on which the Trust Certificates are listed or, if the Trust Certificates are not listed on a national securities exchange, on a pro rata basis in accordance with the then outstanding principal amounts thereof.

The Trustee shall mail by first class mail, postage prepaid, a notice of redemption at least 30 days prior to each Redemption Date, to the holders of the Trust Certificates so to be redeemed in whole or in part, at their last addresses as they shall appear upon the registration books, but failure to give or receive such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of Trust Certificates.

If the Company shall give a notice of redemption pursuant to Section 3.2 and on or prior to the Redemption Date the Company has not made available in immediately available funds the amount required to redeem all Trust Certificates, no Trust Certificates shall be redeemed and no Event of Default shall be deemed to have occurred for the failure to make such redemption.

The notice of redemption shall specify the Redemption Date and shall state that, subject to compliance by the Company with the provisions of this Section 3.5, (i) payment of the principal amount of the Trust Certificates or portions thereof to be redeemed (together with all accrued and unpaid interest thereon) will be as described in Section 2.2, (ii) accrued interest to the Redemption Date will be paid as specified in said notice and (iii) from and after said date interest thereon or on the portions thereof to be redeemed will cease to accrue. The notice of redemption shall also state the aggregate principal amount of Trust Certificates to be redeemed; and in case there shall have been selected as aforesaid less than the entire principal amount of any Trust Certificate, the notice shall state that on and after the Redemption Date, upon surrender of such Trust Certificate, the holder will receive the redemption price in respect of the principal amount thereof called for redemption and, without charge, a new Trust Certificate for the principal amount thereof remaining unredeemed. With respect to any Trust Certificate redeemed in part, upon presentation and surrender of such Trust Certificate by the holder thereof, such holder will receive the Redemption Price in respect of the principal amount thereof called for redemption and without charge, a new Trust Certificate for the principal amount thereof remaining unredeemed.

SECTION 3.6. Payment of Trust Certificates Called for Redemption. Notice of redemption having been given as aforesaid, the Trust Certificates or portions thereof called for redemption shall become due and payable on the Redemption Date at the Corporate Trust Office. If before 12:00 Noon local time of the Trustee on the Redemption Date specified in the notice of redemption the Company shall have deposited with the Trustee an amount in immediately available funds together with funds on deposit in the Collateral Account and available to be withdrawn therefrom pursuant to Section 5.11 sufficient to redeem all the Trust Certificates or portions thereof called for redemption, then, from and after such Redemption Date, interest on such Trust Certificates or portions thereof shall cease to accrue and such Trust Certificates or portions thereof shall no longer be deemed to be outstanding hereunder and shall cease to be entitled to the benefit of this Agreement except to receive payment from the moneys reserved therefor in the hands of the Trustee. The Trustee shall hold the redemption moneys in trust for the holders of the Trust Certificates or portions thereof called for redemption and shall pay the same to such holders respectively upon presentation and surrender of such Trust Certificates.

All Trust Certificates redeemed and paid under this Article III shall be cancelled by the Trustee, and no Trust Certificates shall be issued hereunder in place thereof, except as provided in Section 3.5 in respect of the unredeemed portions of Trust Certificates redeemed in part. At the Request of the Company, the Trustee shall deliver to the Company the cancelled Trust Certificates or shall destroy such Trust Certificates held

by it and deliver a certificate of destruction signed by a Responsible Officer of the Trustee to the Company.

ARTICLE IV

ACQUISITION OF TRUST EQUIPMENT BY TRUSTEE; DEPOSITED CASH

SECTION 4.1. Acquisition of Trust Equipment by Trustee. On the Issuance Date, simultaneously with the issuance of the Trust Certificates, the Company shall cause to be sold, assigned and transferred to the Trustee, as trustee for the holders of the Trust Certificates, the Equipment described in Schedule I hereto. Such Equipment shall be delivered to and accepted by the person or persons designated by the Trustee as its agent or agents to receive such delivery (who may be one or more of the officers or agents of the Company), and the certificate of any such agent or agents as to such delivery and acceptance shall be conclusive evidence of such delivery and acceptance. The Company hereby represents and warrants to the Trustee for the benefit of the holders that such Equipment is Eligible Equipment as of the Issuance Date.

SECTION 4.2. Payment of Deposited Cash. Subject to Section 4.3, when the Equipment referred to in Section 4.1 shall have been delivered to the Trustee or its agent or agents pursuant to Section 4.1, the Trustee shall pay, upon Request, to the Company out of Deposited Cash then held in the Collateral Account an amount which shall be not more than 85% of the mid-point of the range of appraised values of such Equipment, as specified in the Engineer's Certificate signed by an Independent Engineer furnished to the Trustee pursuant to Section 4.3(d).

SECTION 4.3. Supporting Papers. The Trustee shall not pay out any Deposited Cash held in the Collateral Account against the delivery of any Equipment on the Issuance Date unless and until it shall have received:

(a) the Request to pay an amount not in excess of 85% of the mid-point of the range of values of such Equipment set forth in the Engineer's Certificate signed by an Independent Engineer; such Request to include the dollar amount representing such 85%;

(b) a certificate of the agent or agents designated by the Trustee to receive delivery of such Equipment, stating that the units of such Equipment described and specified therein by number or numbers have been delivered to such agent or agents (the date of such certificate to be conclusively presumed as the date of such delivery);

(c) Officers' Certificates of the Company and, as to clause (i) below and to the extent reasonably practicable,

the Managing Agent (which, in the case of the Managing Agent, may be addressed to the Company) which shall state: (i) that such Equipment is Eligible Equipment as herein defined, (ii) that such Equipment shall have been first put into use on or after April 15, 1985, (iii) that, in the opinion of the signers, all conditions precedent provided for in this Agreement relating to the payment in question have been complied with, (iv) that no Default has occurred and is continuing; and (v) that there are no Liens with respect to any of such Equipment or the related Leases;

(d) an Engineer's Certificate signed by an Independent Engineer (which may be LTK Management Services Inc. and which certificate may be based on their appraisal dated December 31, 1992) which shall state the fair value or a range of fair values, in the opinion of the signer, of such Equipment as of the date of the above-mentioned Request;

(e) a bill of sale relating to such Equipment from the manufacturer or, if different, the owners thereof to the Trustee, which bill of sale shall contain a warranty or guaranty to the Trustee that the title to the Equipment described therein is free from all Liens; and

(f) an Opinion or Opinions of Counsel to the effect (i) that such bill of sale are valid and effective, either alone or together with any other instrument referred to in and accompanying such opinion, to vest in the Trustee title to such Equipment free from all Liens recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and (ii) that this Agreement has been duly executed and delivered by the Company and has been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act (RSC 1985) so as effectively to give the Trustee a valid and perfected first priority security interest in all of the Company's right, title and interest in such Equipment and, pursuant to 49 U.S.C. § 11303, the related Leases.

SECTION 4.4. Tax Treatment. The Company has structured this Agreement and the Trust Certificates with the intention that the Trust Certificates will qualify under applicable tax law as indebtedness of the Company. The Company, the Trustee, each holder of any Trust Certificate and any holder of any beneficial interest in any Trust Certificate by acceptance of the Trust Certificate (or any beneficial interest in any Trust Certificate) agree to treat such Trust Certificate (or any beneficial interest therein) as debt of the Company for purposes of federal, state and local income or franchise taxes and any other tax imposed on or measured by income. Furthermore, the Trustee hereby agrees to treat the trust created hereby as a

security device only and shall not file tax returns or obtain an employer identification number on behalf of the trust created hereby.

ARTICLE V

LEASE OF TRUST EQUIPMENT TO THE COMPANY; SECURITY INTEREST; CERTAIN REPRESENTATIONS AND WARRANTIES

SECTION 5.1. Lease of Trust Equipment. The Trustee does hereby let and lease to the Company, for a term commencing on the Issuance Date and ending on the Final Maturity Date, all of the Trust Equipment; provided, however, that if prior to the expiration of such lease term the Company redeems all outstanding Trust Certificates pursuant to Article III, the lease shall terminate on the date on which all outstanding Trust Certificates are redeemed or repurchased.

SECTION 5.2. Trust Equipment Automatically Subjected. As and when any Equipment shall from time to time be delivered hereunder to the Trustee or its agent or agents and becomes Trust Equipment, 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 5.3. Substituted Equipment Subject Hereto. In the event that the Company shall, as provided in Section 5.6, cause to be transferred to the Trustee other Equipment in addition to or in substitution for any of the Trust Equipment herein specifically described or subjected hereto, such other Equipment shall be included as part of the Trust Equipment by supplement 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 herein specifically described.

SECTION 5.4. Rental Payments. 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. The Company covenants and agrees to pay to the Trustee at the Corporate Trust Office (or, in the case of taxes, to the proper taxing authority), in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, rent hereunder which shall be sufficient to pay and discharge such items:

- (A) from time to time, upon demand of the Trustee: (1) the necessary and reasonable expenses of the trust hereby created, including compensation and expenses provided for in Section 9.14, Section 6.13 and Section 7.7 and (2) an amount equal to any expenses incurred or loss of principal (including interest accrued thereupon at time of purchase) in connection

with any purchase, sale or redemption of Investment Securities by the Trustee acting upon a Request of the Company;

(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 Agreement, which the Trustee exclusively in its capacity as Trustee may be required to pay;

(C) (1) on or before each Interest Payment Date, the amounts of the interest payable on the Trust Certificates on such date and (2) interest at the Overdue Interest Rate from the due date, upon the amount of any installments of rental payable under this subparagraph (C) and the following subparagraphs (D), (E), (F) and (G) which shall not be paid when due, to the extent legally enforceable;

(D) on or before each Mandatory Redemption Date, an amount in cash sufficient (1) to redeem Trust Certificates in a principal amount equal to the Mandatory Redemption Amount and (2) to redeem Trust Certificates in the principal amounts, if any, required by Section 3.3;

(E) on or before each Optional Redemption Date, an amount in cash sufficient to retire Trust Certificates called for redemption pursuant to Section 3.2; and

(F) the principal of the Trust Certificates (other than those called for redemption pursuant to Sections 3.1, 3.2 and 3.3 and so paid) upon the maturity thereof, whether by declaration or otherwise;

provided that, to the extent that funds on deposit in the Collateral Account are sufficient and available to pay and discharge the items listed directly above when and as the same shall become due and payable, the Trustee will so apply such funds in respect of the Company's obligation to pay rent as described above.

All payments of amounts payable to the Trustee pursuant to the above paragraphs (C), (D), (E) or (F) shall be made prior to 12:00 Noon, local time of the Trustee, on the date when due; provided, however, that in any case where the date of any amounts payable to the Trustee pursuant to the above paragraphs (C), (D), (E) or (F) shall not be a Business Day, then (notwithstanding any other provision of this Agreement) such payments shall be made on the next succeeding Business Day with the same force and effect as if made on the nominal date for payment of such amounts and no

interest shall accrue for the period from and after any such nominal date.

Nothing herein or contained in the Trust Certificates shall be deemed to impose on the Trustee, the Company or any Paying Agent appointed under Section 9.13 any obligation to pay 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 or Governmental Authority thereof, to be paid on behalf of, or withheld from the amount payable to, the holder of any Trust Certificate. If the Company does withhold such an amount payable to any such holder, such amount shall be treated as having been paid to such holder for all purposes of this Agreement and the Trust Certificates.

The Company shall not be required to pay any tax, assessment or governmental charge so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof, provided that the rights or interests of the Trustee or 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 5.5. Termination of Lease and Trust. At the termination of the lease of the Trust Equipment to the Company provided herein and after all payments due or to become due from the Company hereunder shall have been completed and fully made to the Trustee: (1) such payments shall be applied and treated as purchase money and as the full purchase price of the Trust Equipment, (2) any moneys remaining in the hands of the Trustee after providing for payment in full of all outstanding Trust Certificates and after paying the expenses of the Trustee, including its reasonable compensation as provided in Section 9.14 hereof, shall be paid to the Company, (3) title to the units of Trust Equipment and all other Collateral shall vest in the Company and (4) the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon public records the title of the Company or its Affiliates, as the case may be, to the Trust Equipment and all other Collateral under the laws of any jurisdiction and the termination of the security interest in the Trust Equipment and all other Collateral under the laws of any jurisdiction; provided, however, that until that time title to the Trust Equipment shall not pass to or vest in the Company or its Affiliates, as the case may be, but title to and ownership of all the Trust Equipment shall be and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

SECTION 5.6. Permitted Sales; Substitution and Replacement of Equipment; Supporting Papers. (a) So long as no Event of Default shall have occurred and be continuing, upon

Request, the Trustee shall, 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 any unit or units of the Trust Equipment in a form reasonably satisfactory to the Company; provided, however, that none of the Trust Equipment shall be so assigned or transferred (except as provided in Section 5.5 or 5.9) unless:

(i) (A) such sale is made to a sublessee of such unit or units of the Trust Equipment or otherwise in the ordinary course of business of the Company and (B) prior to the sale thereof, the Trustee received Officers' Certificates of the Company and, to the extent reasonably practicable, the Managing Agent (which, in the case of the Managing Agent, may be addressed to the Company) to the effect that (x) each of the Company and, if applicable, the Managing Agent, if any, has determined in good faith that it is not possible or is commercially unreasonable to re-lease such Trust Equipment to such sublessee or a third party and (y) the consideration paid to the Trustee by the purchaser of such Trust Equipment represents the fair value thereof (it being understood that if the purchaser pays less than fair value for such Trust Equipment, then the Company shall pay the Trustee the difference between such fair value and such purchase price); and

(ii) simultaneously therewith (A) (x) there shall be paid to the Trustee in immediately available funds and deposited into the Collateral Account an amount not less than the fair value, as of the date of such Request, of the Trust Equipment to be assigned or transferred by the Trustee or (y) there shall be conveyed to the Trustee other unit or units of Equipment which have an aggregate AAR Value not less than the AAR Value, as of the date of such Request, of the Trust Equipment to be assigned or transferred and which meet all Replacement Criteria and (B) the Trustee shall have received the papers referred to in Section 5.6(c).

No assignment or transfer of Trust Equipment permitted under this Section 5.6(a) shall be made (other than to the extent replaced pursuant to Section 5.6(a)(ii)(y) and up to 100 units of Trust Equipment since the date of this Agreement) at a price that is less than the AAR Value for such unit of Trust Equipment unless after giving effect to such assignment or transfer the AAR Value of the remaining Trust Equipment exceeds (x) until April 15, 1996, 110% of the outstanding principal amount of the Trust Certificates, (y) from April 16, 1996, through April 15, 1999, 115% of the outstanding principal amount of the Trust Certificates, and (z) thereafter, 118% of the outstanding principal amount of the Trust Certificates unless a majority of the Board of Directors (including the special director referred to in the Company's Restated Certificate of Incorporation) approves such assignment or transfer and an Independent Engineer delivers a certificate to the effect that the conditions set forth in clause (i) above are satisfied.

No assignment or transfer permitted under this Section 5.6(a) shall be made if the AAR Value of Trust Equipment to be transferred by the Trustee, together with the AAR Value of Trust Equipment theretofore transferred by the Trustee pursuant to this Section, shall exceed an aggregate of \$35 million unless written consent to make such substitution is obtained from holders of more than 50% in aggregate principal amount of the Trust Certificates then outstanding.

(b) So long as no Event of Default shall have occurred and be continuing, upon Request and delivery of the papers referred to in Section 5.6(c), the Trustee shall purchase replacement Equipment from the Company with any Excess Sale Proceeds, Excess Casualty Proceeds or Excess Ineligible Car Proceeds on deposit in the Collateral Account. Any unit of replacement Equipment conveyed to the Trustee as provided in this Section 5.6(b) shall, from and after the date of such transfer, be deemed to be Trust Equipment for all purposes of this Agreement.

(c) At the time of delivery of any Request pursuant to Sections 5.6(a) or (b), the Company shall deliver to the Trustee the following papers:

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

(2) Officers' Certificates of the Company and, to the extent reasonably practicable, the Managing Agent (which, in the case of the Managing Agent, may be addressed to the Company), as to clauses (ii), (iii) and (v) below, which shall state, to the extent applicable: (i) the date each unit of Trust Equipment so to be assigned or transferred by the Trustee was first put into use or that such unit was first put into use not later than a specified date, (ii) the AAR Value of each unit of Equipment so to be substituted and the date it was first put into use or that such unit of Equipment was first put into use not earlier than a specified date, (iii) that each such unit of Equipment so to be substituted meets the Replacement Criteria, (iv) that no Event of Default has occurred and is continuing, (v) that, if such Request is being made pursuant to Section 5.6(b) and such Equipment is to be purchased with Excess Casualty Proceeds, the AAR Value of such replacement Equipment is not less than the AAR Value of the Trust Equipment subject to the related Casualty Occurrence and (vi) that, in the opinions of the signers, all conditions precedent provided for in this Agreement relating to such substitution have been complied with;

(3) if such Request is being made pursuant to Section 5.6(b), a certificate and a bill or bills of sale in respect of such substituted Equipment as provided for in subparagraphs (b) and (e) of the first paragraph of Section 4.3; and

(4) if such Request is being made pursuant to Section 5.6(b), an Opinion of Counsel to the effect: (i) 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 title to such substituted Equipment free from all Liens recorded pursuant to 49 U.S.C. § 11303 or any successor statute other than the rights of the Company hereunder and (ii) a proper supplement hereto in respect of such substituted Equipment has been duly executed and delivered by the Company and has been recorded and filed with the Interstate Commerce Commission pursuant to the requirements of 49 U.S.C. § 11303 or any successor statute and, if any of such substituted Equipment is leased to a Person domiciled in Canada, the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act (RSC 1985), so as effectively to give the Trustee a valid and perfected first priority security interest in all of the Company's right, title and interest in such substituted Equipment.

If the fair value of the Trust Equipment to be assigned or transferred by the Trustee, together with all other property so assigned or transferred since the commencement of the then current calendar year, as set forth in the certificate or certificates required by this Section 5.6, is 10% or more of the aggregate principal amount of Trust Certificates at the time outstanding, the Engineer's Certificate referred to in subparagraph (1) above shall be signed by an Independent Engineer. If any Equipment to be conveyed to the Trustee pursuant to this Section 5.6 has, within the six months prior to the date of its acquisition by the Company or an Affiliate of the Company, been used or operated by a Person or Persons other than the Company or an Affiliate of the Company, in a business similar to that in which it has been or is to be used by the Company, and the fair value of such Equipment as set forth in such certificate is equal to or in excess of \$25,000 and equal to or in excess of 1% of the aggregate principal amount of Trust Certificates at the time outstanding, the Engineer's Certificate referred to in subparagraph (1) above shall be signed by an Independent Engineer.

SECTION 5.7. Marking of Trust Equipment. The Company agrees that if the Opinion of Counsel specified in Section 5.8 shall not be delivered to the Trustee as provided in said Section 5.8 or if, in the opinion of the Company, the marking of one or more units of Trust Equipment is required by law properly to protect the title of the Trustee to the Trust Equipment or the rights of the holders of Trust Certificates, the Company shall, as soon as practicable after determining that such marking is required or after the failure of the Company to deliver the

aforementioned Opinion of Counsel, arrange for the marking of each such unit of Trust Equipment in the following manner. If so required pursuant to the immediately preceding sentence, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each such unit a metal plate bearing the following words, or such words shall be otherwise 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:

TITLE TO THIS CAR IS VESTED IN A TRUSTEE UNDER AN EQUIPMENT TRUST AGREEMENT RECORDED WITH THE INTERSTATE COMMERCE COMMISSION UNDER 49 U.S.C. § 11303.

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 case, prior to the termination of the lease provided for herein, any of such plates or marks shall at any time be removed, defaced, obliterated or destroyed, the Company shall forthwith cause the same to be restored or replaced. The Company shall not change, or permit to be changed, the numbers of any of the Trust Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed with the Trustee by the Company and which shall be filed and recorded in like manner as this Agreement.

The Trust Equipment may be lettered, "American Car Line Company", "ACFX", "ACLX" or in the name of the Managing Agent or in some other appropriate manner for convenience of identification of the leasehold interest of the Company therein, and may also be lettered, in case of a sublease of any Trust Equipment made pursuant to Section 5.9 hereof, in such manner as may be appropriate for convenience of identification of the subleasehold interest therein; but the Company, during the continuance of the lease provided for herein, shall not allow the name of any person 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 other than the Trustee.

SECTION 5.8. Maintenance of Trust Equipment. The Company agrees that it will maintain and keep all the Trust Equipment in good operating order and condition as provided in Section 7.10, at its own cost and expense, unless and until it becomes worn out, unsuitable for use, economically obsolete, stolen, irreparably damaged, lost or destroyed or shall be requisitioned or taken over by any Governmental Authority. Whenever any of the Trust Equipment shall become worn out, unsuitable for use, economically obsolete, stolen, irreparably damaged, lost or destroyed or shall be requisitioned or taken over by any Governmental Authority (any such event being

hereinafter sometimes called a "Casualty Occurrence" and the date the Company becomes aware of such Casualty Occurrence being hereinafter sometimes called a "Casualty Date"), the Company shall within 30 days after such Casualty Date deliver to the Trustee an Engineer's Certificate describing such Trust Equipment and stating the fair value thereof as of the Casualty Date. The Company shall use its best efforts to cause all Casualty Proceeds relating to such Casualty Occurrence to be paid directly to the Trustee for deposit to the Collateral Account. In the event the Company receives any Casualty Proceeds, immediately upon receipt thereof, the Company shall remit all such Casualty Proceeds to the Trustee for deposit to the Collateral Account. Such Casualty Proceeds shall be held in the Collateral Account until (i) such Casualty Proceeds are used to purchase replacement Equipment pursuant to Section 5.6 or (ii) a redemption pursuant to Section 3.3(a) occurs. 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 Casualty Occurrence.

Upon the deposit of cash with the Trustee pursuant to this Section 5.8, the Trustee shall execute and deliver a bill of sale in the form reasonably requested by the Company assigning and transferring to the transferee named by the Company all the right, title and interest of the Trustee in and to the Trust Equipment which has suffered a Casualty Occurrence and in respect of which such deposit is made.

The Company covenants and agrees to furnish to the Trustee, whenever required by the Trustee, and at least once on or before March 31 in every calendar year commencing with the year 1994, during the continuance of the lease of the Trust Equipment to the Company provided for herein, if such be the case, an Opinion of Counsel to the effect that the marking of any one or more units of Trust Equipment as provided in Section 5.7 is not required by law to properly protect the title of the Trustee to the Trust Equipment or the rights of the holders of Trust Certificates. The Trustee, by its agents, shall have the right once in each calendar year, but shall be under no duty, to inspect at the expense of the Company the Trust Equipment at the then existing locations thereof.

SECTION 5.9. Possession of Trust Equipment. Except as provided in this Section 5.9, the Company will not assign or transfer its rights hereunder, or transfer or sublet the Trust Equipment or any part thereof, without the prior written consent of the Trustee; and except as provided by this Section 5.9, the Company shall not, without such written consent, part with the possession of, or suffer or allow to pass out of its possession and control, any of the Trust Equipment.

So long as an Event of Default under this Agreement shall not have occurred and be continuing, the Company shall be entitled to the possession and use of the Trust Equipment in accordance with the terms hereof, and the Company may also (a)

furnish the Trust Equipment or any part thereof to railroad companies for use upon the lines of railroad 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 other than railroad companies for use in their business or (b) sublet or contract to others all or any part of the Trust Equipment (including, without limitation, continuation of the Leases in existence on the Issuance Date) but only, in either case, upon and subject to all the terms and conditions of this Agreement, and to all rights of the Trustee hereunder.

Any such sublease or contract may provide that the sublessee or user of the Trust Equipment, so long as it shall not be in default under such sublease or contract, shall be entitled (subject to the rights of the Trustee upon the happening of an Event of Default as provided in the next sentence) to the possession of the Trust Equipment included in such sublease or contract and the use thereof, and, subject to the provisions of Section 5.7, may provide for lettering or marking upon such Trust Equipment for convenience of identification of the leasehold interest of such sublessee therein. Every such sublease or contract for a term in excess of six months (including in such term any prior renewals or extensions of such term and the term of any renewal or extension which may be made at the option of either party) shall contain provisions which have the effect of subjecting the rights of the party under such sublease or contract to the rights of the Trustee in respect of such Trust Equipment in the event of the happening of an Event of Default.

At any time after 30 days following the written demand by the Trustee referred to in Section 6.1(c), the Trustee shall have the right to declare the lease provided for in Section 5.1 terminated in the case of any unauthorized assignment or transfer of the Company's rights hereunder or in the case of any unauthorized transfer or sublease of any of the Trust Equipment, unless, within such 30-day period, such assignment, transfer or sublease shall be cancelled and possession shall be recovered or unless cash shall be deposited with the Trustee, in each case as provided in Section 6.1(c). The election of the Trustee to terminate the lease provided for pursuant to the immediately preceding sentence hereof shall have the same effect as the retaking of the Trust Equipment by the Trustee as hereinafter provided.

SECTION 5.10. Indemnity. The Company covenants and agrees to indemnify the Trustee against any and all claims arising out of or connected with the use, operation, possession, control, maintenance, repair or storage of any of the Trust Equipment, and particularly against any and all claims arising out of the use of any patented inventions in and about the Trust Equipment; provided, however, that the Company shall not indemnify the Trustee against any claim to the extent caused by or arising from the Trustee's bad faith, willful misconduct, recklessness or negligence. 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 5.11. Grant of Security Interest; Collection Procedures; Priority of Payments; Cert. in Remedies. (a) As security for the payment and performance of the obligations of the Company hereunder (including, without limitation, obligations of the Company under the lease provided for in Section 5.1 and the guaranty of the Trust Certificates contained in Section 7.1), the Company hereby grants, pledges and assigns unto the Trustee and the Trustee hereby accepts, for its benefit and for the benefit of the holders of the Trust Certificates, the Collateral, whether now owned or hereafter acquired; provided, however, that until an Event of Default shall have occurred and be continuing, it is understood that the Company or its agent shall be entitled to collect and receive all the Lease Proceeds in accordance with the terms hereof; provided further, however, that in no event shall the Company collect Lease Proceeds in respect of any Lease in advance for a period exceeding 60 days after the date of such collection.

(b) The Company shall require that each sublessee of any of the Trust Equipment remit each payment in respect of the related Lease to the Post Office Box or the Lockbox Account. The Lockbox Account shall at all times be maintained at a bank with a short-term commercial paper rating of at least A-2 from S&P and, if rated by Fitch, F-2 from Fitch; provided that the Company shall have 30 days to obtain a new Lockbox Account in the event that the rating of the bank at which such account is maintained is reduced below such rating or withdrawn. The Company shall cause each such remittance received in the Post Office Box to be deposited in the Lockbox Account not later than the Business Day following receipt thereof. As soon as practicable but in no event later than the end of the second Business Day next succeeding the day on which such remittance deposited in the Lockbox Account shall become available, the Company shall cause the Administrating Bank, the Trustee or such other bank maintaining the Lockbox Account, to transfer, in immediately available funds, an amount equal to such remittance to the Collateral Account. Notwithstanding the preceding sentence, in the event that any such remittance is made in respect of payments due from such sublessee both under a Lease of one or more units of Trust Equipment and under a lease or contract for use of one or more other units of Equipment, as soon as practicable but in no event later than the later of the Business Day next succeeding the Business Day on which the Company or its agent is able to determine the portion of such remittance relating to such Lease of Trust Equipment and the end of the second Business Day next succeeding the day on which such remittance shall become available, the Company shall cause the Administrating Bank, the Trustee or other bank maintaining the Lockbox Account, as the case may be, to transfer, in immediately available funds, an amount equal to such portion to the Collateral Account. To the

extent not directly deposited in the Collateral Account as provided above, the Company will cause all payments made to the Company under, and all other cash proceeds of, the Tax Consolidation Agreement, the Management Agreement or the Administration Agreement, or any other of the Collateral to be deposited in the Collateral Account as soon as reasonably practicable. Funds on deposit in the Collateral Account shall be applied only as expressly as set forth in this Section 5.11. On each Business Day, funds on deposit in the Collateral Account shall be applied by the Trustee in the following order of priority:

First, to the payment of operating expenses of the Company, subject to the terms and conditions of this Agreement, incurred in the ordinary course of business, including, without limitation, all fees, expenses and other amounts owed to the Trustee under this Agreement and under the Management Agreement and the Administration Agreement (or replacement agreements), rent for office space occupied by the Company, salaries and fees owed to employees and directors of the Company, professionals' expenses and other ordinary course operating expenses of the Company, in each case payable during or, if not previously paid, prior to, the calendar month during which such withdrawal occurs;

Second, to the payment of interest on the Trust Certificates due and payable on such day;

Third, to the payment of principal of, and any premium on, any Trust Certificates required to be redeemed on such day pursuant to Sections 3.1 or 3.3 or called for redemption on such day by the Company pursuant to Section 3.2 and, if such day is the Final Maturity Date, to the final payment of principal and any other amounts payable in respect of the Trust Certificates;

Fourth, if and to the extent permitted pursuant to Section 5.6, to the payment of the purchase price for replacement Equipment transferred to the Trustee (but in no event shall amounts payable pursuant to this clause Fourth on any day be in excess of the amount of Excess Sales Proceeds, Excess Casualty Proceeds and Excess Ineligible Car Proceeds on such day);

Fifth, if and to the extent permitted pursuant to Section 7.4, to all amounts due and payable by the Company under the Tax Consolidation Agreement on such day;

Sixth, if and to the extent permitted pursuant to Section 7.4, to the payment of cash interest on the Subordinated Debt due and payable on such day;

Seventh, if and to the extent permitted pursuant to Section 7.4, to the payment of principal on the Subordinated Debt due and payable on such day;

Eighth, if and to the extent permitted pursuant to Section 7.4, to the payment of the optional redemption price on the Preferred Stock due and payable on such day;

Ninth, if and to the extent permitted pursuant to Section 7.4, to the payment of cash dividends on the Preferred Stock declared by the Board of Directors to be due and payable on such day; and

Thereafter, (i) to the Company for payment of other obligations in the ordinary course of business and (ii), if and to the extent permitted pursuant to Section 7.4, for distribution to holders of its capital stock or for any other purpose permitted hereunder, including, without limitation, to be held by the Company;

provided, however, that the priority of payments set forth above shall not restrict the Company's ability on any date to make payments with a lower priority that are otherwise permitted to be made hereunder to the extent that all payments with a higher priority that are due and payable on such day have been made, or, if a higher priority payment is not due and payable on such day, subject to the conditions set forth in Section 7.4. The Trustee shall be entitled to rely on a Request of the Company in determining the amounts to be released set forth above. Any funds on deposit in the Collateral Account on any Business Day and not so applied shall be retained in the Collateral Account and may be invested in Investment Securities by the Trustee at the direction of the Company pursuant to Section 9.5. So long as any Trust Certificates remain outstanding, the Company shall have no right to make withdrawals from the Collateral Account and, until such time, shall have no right to receive distributions from the Collateral Account except to the extent released pursuant to this Section 5.11(b).

(c) From and after the date of any Event of Default and for so long as such Event of Default shall be continuing:
(i) the Trustee shall have the right to demand that all Lease Proceeds be paid directly to the Collateral Account or such other account as it may designate by all sublessees and users of the Trust Equipment (subject to the rights of any third party to amounts contained therein or therein on deposit); (ii) the Company shall upon written request of the Trustee deliver or cause to be delivered to the Trustee the originals of all Leases; (iii) the Company shall upon written request of the Trustee deliver or cause to be delivered to the Trustee a current schedule of all Leases, identifying the Trust Equipment subject to each Lease and the identity and address of each sub-lessee and each user (to the extent known by the Company or its agents) of the Trust Equipment covered by such Lease; (iv) the Trustee may,

if it so elects, enforce all or any number of the Leases against the sublessees and users of the Trust Equipment to the same extent as the Company otherwise would be entitled to enforce such Leases; (v) exercise, at the Company's expense, any and all rights and remedies of the Company under the Asset Purchase Agreement, the Management Agreement, the Administration Agreement or the Tax Consolidation Agreement or otherwise in respect of the Collateral, including, without limitation, any and all rights of the Company to demand or otherwise require payment of any amount under, or performance of any provision of, any of the Asset Purchase Agreement, the Management Agreement, the Administration Agreement or the Tax Consolidation Agreement or any of its rights under the Parent Agreement; and (vi) the Trustee may, if it so elects, at any time and from time to time after an Event of Default, exercise its remedies under Section 6.2 hereof in respect of all or any portion of the Collateral, including, without limitation, taking possession of any or all of the Trust Equipment to the exclusion of the Company and sublessees or other users thereof. All Lease Proceeds collected by the Trustee after the date of any Event of Default shall be held by the Trustee in the Collateral Account or such other account and applied as provided in Section 5.4. The Trustee shall have no obligation to take any action under this paragraph unless requested so to do by holders of not less than 25% in principal amount of the outstanding Trust Certificates. In connection with any particular Event of Default pursuant to which the Trustee has taken action hereunder, if such Event of Default shall thereafter be cured or waived, the Trustee shall no longer have the rights granted under subparagraphs (i) through (vi) above and shall return to the Company any Leases delivered under subparagraph (ii) above; provided, however, that such cure shall have no effect on any of the rights of the Trustee hereunder in the event of any Event of Default subsequent to such cure or waiver.

(d) The assignment made by this Section 5.11 is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass, or in any way affect or modify, the liability of the Company under any sublease or otherwise, it being understood that notwithstanding such assignment, all obligations of the Company under any sublease or otherwise shall be and remain enforceable against, and only against, the Company.

(e) In addition to any other obligations provided for hereunder, in connection with any release of Collateral under Section 5.11 the Company will deliver to the Trustee the certificate or opinion, if any, required by Section 314 of the Trust Indenture Act as to the fair value of any Collateral to be released, dated as of a date not more than 60 calendar days prior to the date of such release. Any release of Collateral made in compliance with the applicable provisions of this Section 5.11(e) will be deemed not to impair the Trustee's Lien on the Collateral in contravention of this Agreement.

(f) Notwithstanding anything contained in this Agreement to the contrary, (i) the provisions of Section 5.11(e) will not be applicable to any release or withdrawal of funds from the Collateral Account pursuant to Section 5.11(b) and (ii) the fair value of Collateral released pursuant to this Section 5.11(f) need not be considered in determining whether the aggregate fair value of Collateral released in any calendar year exceeds the 10% threshold specified in Section 314(d)(1) of the Trust Indenture Act; provided, that the Company's right to rely on this Section 5.11(f) will be conditioned upon the Company delivering to the Trustee, within 30 calendar days following the end of each six-month period beginning on April 15 and October 15 of any year, an Officer's Certificate to the effect that all such releases and withdrawals during such six-month period in respect of which the provisions of Section 5.11(e) were not complied with were to make payments in the ordinary course of the Company's business not prohibited by this Agreement.

SECTION 5.12. Certain Representations and Warranties of the Company. The Company hereby represents and warrants to the Trustee for the benefit of the holders of the Trust Certificates that, as of the Issuance Date (or, with respect to the representations and warranties set forth in Sections 5.12(g), (h), (i) and (l) insofar as they relate to units of Equipment and the related Leases, if any, transferred to the Trustee subsequent to the Issuance Date, as of such date of transfer) and after giving effect to the closing of the transactions contemplated by the Facilities Documents:

(a) Organization; Powers. The Company (i) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (ii) has all requisite corporate power and authority to own its property and assets and to carry on its business as now conducted and as proposed to be conducted, (iii) is qualified to do business in every jurisdiction where such qualification is required, except where the failure so to qualify would not have a material adverse effect on the interests of the Trustee and the holders of the Trust Certificates, (iv) has the corporate power and authority to execute, deliver and perform its obligations under each of the Facilities Documents and each other agreement or instrument contemplated thereby to which it is or will be a party and to issue the Trust Certificates and, (v) as of the Issuance Date, is a subsidiary of Icahn Holding with 100% of its issued and outstanding common stock directly owned by Icahn Holding.

(b) Authorization. The execution, delivery and performance by the Company of each of the Facilities Documents, the acceptance of the proceeds of the Trust Certificates and the performance of the other transactions contemplated hereby (collectively, the "Transactions") (i) have been duly authorized by all requisite corporate and,

if required, stockholder action and (ii) will not (A) violate (1) any provision of law, statute, rule or regulation the effect of which would be to cause or be reasonably expected to have a material adverse effect on the ability of the Company to perform any of its obligations under any of the Facilities Documents, or any provision of the certificate or articles of incorporation or other constitutive documents or by-laws of the Company, (2) any order of any Governmental Authority having proper jurisdiction over the Company or the Trust Equipment other than an order, the violation of which would not have a material adverse effect on the Trust Certificates or the ability of the Company to perform its obligations hereunder and under the Facilities Documents or (3) any provision of any indenture, loan agreement or other material agreement to which the Company is a party or by which it or any of its property is or may be bound, (B) be in conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default under any such indenture, loan agreement or other material agreement or (C) result in the creation or imposition of any Lien upon the Trust Equipment, the Leases or the other Collateral, except the Liens created pursuant to this Agreement in favor of the Trustee.

(c) Enforceability. This Agreement has been duly authorized, executed and delivered by the Company and constitutes, and each other Facilities Document when executed and delivered by the Company will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity at law).

(d) Governmental Approvals. No action, consent, license, authorization or approval of, or registration or filing with, any Governmental Authority is or will be required to be obtained, effected or given by ACF or the Company (i) in connection with the execution, delivery and performance by the Company of this Agreement or the Asset Purchase Agreement or (ii) in connection with any other of the Transactions, except in either case such as have been made or obtained and are in full force and effect and except such as would not have a material adverse effect on the Trust Certificates or the ability of the Company to perform its obligations hereunder and under the Facilities Documents.

(e) Subsidiaries. The Company has no subsidiaries.

(f) Investment Company Act. The Company is not an "investment company" as such term is defined in the Investment Company Act of 1940, as amended (the "Act").

(g) Trust Equipment. Prior to the transfer to the Trustee hereunder:

(i) The Company is the sole legal and beneficial owner of the Trust Equipment and the Leases and has full power and lawful authority to transfer, convey and assign all of the Company's right, title and interest in and to the Trust Equipment and the Leases to the Trustee in the manner contemplated hereby; the provisions of this Agreement and the related bill of sale, upon execution thereof, will be effective, respectively, to convey to, and vest in, the Trustee title to the Trust Equipment and all of the Company's rights under the Leases, and, in accordance with the terms of this Agreement, the Trustee shall be entitled to exercise all rights of the lessor under such Leases (including the right of enforcement); and after giving effect to the consummation of the transactions contemplated hereby, neither ACF nor any Person claiming under or through ACF or the Company has any claim to or interest in the Trust Equipment or the Leases except for a purchase option existing on the date hereof at a fixed purchase price approximating the AAR Value on the date hereof relating to 67 units of Equipment;

(ii) On the Issuance Date, upon the execution of the related bill of sale and the assignment of the Leases pursuant to this Agreement, the units of Equipment transferred to the Trustee on the Issuance Date and the related Leases will be free from all Liens and the Lien of the Trustee under this Agreement, and legal title to the Trust Equipment, subject to the Leases, and all rights and benefits under the Leases shall pass to the Trustee; and

(iii) All units of the Trust Equipment transferred to the Trustee on the Issuance Date are Eligible Equipment and shall have first been put into use on or after April 15, 1985; and all units of the Trust Equipment transferred to the Trustee thereafter will satisfy the Replacement Criteria.

(h) Leases. On the Issuance Date, neither ACF nor the Company is in violation or breach of, or in default with respect to, any material provision of any Lease, except for such defaults which do not have, and are reasonably expected not to have, a material adverse effect on the value of any of such Leases. None of the sublessees under the Leases are in violation or breach of, or are in

default with respect to, any material provision of any of the Leases, except for such defaults which do not have, and are reasonably expected not to have, a material adverse effect on the value of any of such Leases. Each Lease has been duly authorized, executed and delivered by ACF (or, with respect to any Lease entered into after the Issuance Date, by the Company) and the related sublessee and constitutes a legal, valid and binding obligation of the Company, upon giving effect to the provisions of the Asset Purchase Agreement and the related assignment and assumption agreement, and such sublessee enforceable against the Company and such sublessee in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(i) Perfected First Priority Liens. Appropriate copies of this Agreement and the related bill of sale have been filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and all other appropriate action has been duly taken so that, at all times on or after the Issuance Date the Liens granted pursuant hereto in respect of the Trust Equipment on the Issuance Date (or, with respect to any Replacement Equipment, on the date such Replacement Equipment becomes subject to this Agreement) and all Leases related thereto will constitute perfected Liens on such Collateral in favor of the Trustee, which are prior to all other Liens on such Collateral and which are enforceable as such against all present and future creditors of and purchasers from the Company and ACF other than Investment Securities acquired from funds which are not proceeds of Collateral or funds on deposit in the Collateral Account.

(j) Liens on Assets. There are no Liens of any nature on any of the property or assets of the Company, except the Liens created hereunder in favor of the Trustee and Permitted Liens. The Company is not a party to any contract, agreement, lease or instrument (other than the Facilities Documents) the performance of which, either unconditionally or upon the happening of an event, will result in or require the creation of a Lien (other than a Permitted Lien) on any of the property or assets of the Company or otherwise result in a violation of any of the Facilities Documents. Upon the closing of the Transactions on the Issuance Date and other than Permitted Liens, the Trustee will have a legal, valid and binding first priority perfected Lien in the Collateral.

(k) Executive Offices. The chief place of business and chief executive office of the Company and the office where the Company will keep its records concerning the

Trust Equipment and the Leases and the original copies of the Facilities Documents is located at 3301 Rider Trail South, Suite 123, Earth City, Missouri, 63045-1393.

(1) Conditions. All conditions specified in Section 4.3 have been satisfied with respect to the Equipment transferred to the Trustee on the Issuance Date and all conditions specified in Section 5.6 will be satisfied with respect to Equipment transferred to the Trustee after the Issuance Date.

SECTION 5.13. Certain Repurchases of Trust Equipment. In the event that, during the Repurchase Period for any unit of Trust Equipment, if either party to this Agreement determines that any representation contained in Section 5.12(g) or (h) (the "Ineligible Equipment Representations") is inaccurate as of the Issuance Date (or with respect to replacement Equipment delivered under Section 5.6, on the date of delivery) with respect to any unit or units of Trust Equipment (the "Ineligible Equipment"), then such party shall notify the other party to this Agreement in writing of such inaccuracy. Such notice will generally describe the relevant Ineligible Car Representation, the inaccuracy and the related Trust Equipment or Lease. Within 30 days of the earlier of the discovery of any inaccuracy in the Ineligible Equipment Representations by the Company or the receipt of notification from the Trustee described above, the Company, at its expense, may take actions (including, without limitation, entering into a new Lease or repairing such Trust Equipment) to cure any such inaccuracy. Upon the expiration of the 30-day cure period described in the preceding sentence, the Company shall notify the Trustee in writing either (x) that the Company has cured such inaccuracy and, giving effect to the actions taken by the Company to cure under this Section 5.13, such Ineligible Equipment Representations would have been true and correct as of the Issuance Date or (y) the date of delivery or that such inaccuracy continues to exist. If the Ineligible Equipment Representations continue to be inaccurate on the expiration of the 30-day cure period referred to above, then, on a Business Day selected by the Company that is within 10 days after the expiration date of such 30-day cure period (the "Ineligible Equipment Purchase Date"), the Company shall either (i) repurchase such unit or units of Ineligible Equipment by making a deposit to the Collateral Account in immediately available funds in an amount equal to the AAR Value thereof on the Ineligible Equipment Purchase Date (assuming the Ineligible Equipment Representations as they relate to the Ineligible Equipment and the related Leases were accurate in all material respects), (ii) replace such unit or units of Ineligible Equipment with a replacement unit or units of Equipment with an AAR Value on the Ineligible Equipment Purchase Date not less than the AAR Value of such Ineligible Equipment on the Ineligible Equipment Purchase Date (assuming the Ineligible Equipment Representations as they relate to the Ineligible Equipment and the related Leases were accurate in all material respects) and which replacement

Equipment would otherwise have been permitted to be transferred to the Trustee pursuant to Section 5.6 or (iii) with respect to any inaccuracy in Section 5.12(g)(ii) arising because of the existence of any Lien on any of the units of the Trust Equipment or on any Lease, agree to indemnify the Trustee under Section 5.10 for any losses, damages, claims or other liability arising out of, or otherwise in respect of such inaccuracy; provided, that the Company may not elect the option under clause (iii) above if the Company shall have previously agreed to indemnify the Trustee under clause (iii) for inaccuracies related to units included in the Trust Equipment with an aggregate AAR Value in excess of \$250,000 and subject to Liens representing indebtedness and other amounts in excess of \$250,000. To the extent that the fair value of the Ineligible Equipment exceeds the AAR Value of such Ineligible Equipment as determined above, then the purchase price to be paid by the Company pursuant to clause (i) above shall be the fair value of such Ineligible Equipment and the replacement Equipment being delivered pursuant to clause (ii) above shall have a fair value at least equal to the fair value of such Ineligible Equipment. The Company shall notify the Trustee of the Ineligible Equipment Closing Date in writing at least 5 days prior to such date, and, except as expressly provided in this Section 5.13, shall otherwise comply with Section 5.6. If more than an aggregate of 100 railcars are either (x) sold to Lessees pursuant to purchase options contained in the related Lease or (y) replaced pursuant to this Section 5.13 because they are Ineligible Cars, then, in either event, in addition to all other conditions to transfer to the Trustee, contained herein, from and after such time the average age of such replacement Equipment delivered pursuant to this Section 5.13 shall not exceed the average age of such Ineligible Equipment being replaced pursuant to this Section 5.13 by more than two years.

It is understood that with respect to any group of two or more units of Ineligible Equipment that are required simultaneously to be replaced, indemnified for or repurchased, the Company may elect to repurchase and/or provide indemnification for one or more such units of Ineligible Equipment and replace the remainder of such units. The replacement or repurchase of any Ineligible Equipment under this Section 5.13 shall be deemed to cure any related Default or Event of Default under this Agreement.

Upon the deposit of cash with the Trustee or the delivery of any replacement Equipment pursuant to this Section 5.13, the Trustee shall execute and deliver a bill of sale in the form reasonably requested by the Company assigning and transferring to the transferee named by the Company all the right, title and interest of the Trustee in and to the Trust Equipment which in being repurchased or replaced pursuant to this Section 5.13.

ARTICLE VI

DEFAULTS

SECTION 6.1. Events of Default. The Company covenants and agrees that in case:

(a) the Company shall default in the payment of any part of the rental payable hereunder constituting interest on the Trust Certificates or in any payment under its guaranty of the Trust Certificate in respect of interest thereon for more than 10 Business Days after the same shall have become due and payable; provided that any payment made after the due date shall include interest at the Overdue Interest Rate from and including the date on which such payment was due; or

(b) the Company shall default in the payment of any part of the rental payable hereunder (including upon redemption) constituting principal or any premium or mandatory repayment on the Trust Certificates or in any payment under its guaranty of the Trust Certificates in respect of principal or any premium or any mandatory redemption payment thereon for more than two Business Days after the same shall have become due and payable; provided that any payment made after the due date shall include interest at the Overdue Interest Rate from and including the date on which such payment was due; or

(c) the Company shall make or suffer any unauthorized assignment or transfer of its rights hereunder or shall make any unauthorized transfer or sublease (including, for the purposes of this clause (c), contracts for the use thereof) of any of the Trust Equipment, or, except as herein authorized, shall part with the possession of any of the Trust Equipment, and shall fail or refuse either to cause such assignment or transfer or sublease to be canceled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within 30 days after the Trustee shall have demanded in writing such cancellation and recovery of possession, or within said 30 days to deposit with the Trustee a sum in cash equal to the AAR Value (as of the date of acquisition by the Trustee) 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 4.3 or 5.6 (any sum so deposited to be returned to the Company upon the cancellation of such assignment, transfer or sublease and the recovery of possession by the Company of such Trust Equipment); or

(d) the Company shall default in the performance, or breach, any covenant in, or fail to comply with Sections 7.3, 7.4, 7.5, 7.9, 7.11, 7.13, 7.14, 7.15 and 7.16, and the continuance of such default, breach or failure to comply or to make provision satisfactory to the Trustee for such compliance thereof for more than five Business Days after the Trustee or the holders of at least 25% of the outstanding aggregate principal amount of Trust Certificates shall have demanded in writing performance thereof; or

(e) the Company shall default in the performance, or breach any covenant in or fail to comply with, any other of the terms and covenants hereof on its part to be kept and performed, and the continuance of such default, breach or failure to comply or to make provision satisfactory to the Trustee for such compliance thereof for more than 30 days after the Trustee or the holders of at least 25% of the outstanding aggregate principal amount of Trust Certificates shall have demanded in writing performance thereof; or

(f) the Company shall, for more than 30 days after the Trustee or the holders of at least 25% of the outstanding aggregate principal amount of Trust Certificates shall have demanded in writing written performance thereof, fail or refuse to correct any representation or warranty of the Company made pursuant hereto which was materially inaccurate when made; or

(g) (1) the Company shall fail to make any payment of principal or interest when due and payable (after expiration of any applicable grace period with respect thereto) on any bond, note, debenture, loan agreement, indenture, guaranty, trust agreement, mortgage or similar instrument to which the Company is a party or by which it is bound, or by which any of its respective properties or assets may be affected on which the aggregate liability of the Company exceeds \$1,000,000, including, without limitation, the Subordinated Debt (a "Debt Instrument"); or (2) any event or condition referred to in any Debt Instrument shall occur or fail to occur, so that, as a result thereof, indebtedness in an aggregate amount of \$1,000,000 or more included therein or secured or covered thereby shall have been declared due and payable prior to the date on which such indebtedness would otherwise become due and payable; and, in either case, if such Indebtedness represented by such Debt Instrument is not discharged, or such declaration is not annulled within a period of 30 days from the date after there shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the holders of at least 25% in principal amount of the outstanding Trust Certificates a written notice specifying such

default and requiring the Company to cause such indebtedness to be discharged or cause such declaration to be annulled; or

(h) the lease of the Trust Equipment to the Company provided for herein shall be terminated by operation of law or pursuant to the last paragraph of Section 5.9; or

(i) the entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or (B) a decree or order adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive days; or

(j) the commencement by the Company of a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable federal or state law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Company or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Company in furtherance of any such action; or

(k) one or more judgments for the payment of money in an aggregate amount in excess of \$1,000,000 shall be rendered against the Company and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any

action shall be legally taken by a judgment creditor to levy upon assets or properties of the Company to enforce any such judgment;

(1) any of the following shall have occurred and be continuing:

(i) failure of any Plan to meet the minimum funding standard (whether or not waived) under Section 412 of the Internal Revenue Code of 1986, as amended (the "Code"), or Section 302 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") by an amount in excess of \$5,000,000;

(ii) the termination of any Plan under section 4041 or 4042 of ERISA that would result in liability to, and would require payments from, the Company (giving effect to the provisions of the Settlement Agreement) of an amount in excess of \$5,000,000; or

(iii) the imposition of a Lien on the assets of the Company in favor of the Pension Benefit Guaranty Corporation or any other entity with respect to the funding of any Plan under ERISA or the Code; or

For purposes of this clause (1), "Plan" shall mean any qualified plan maintained by the Company or by a member of the Company's "controlled group" as defined in Sections 414(b), (c), (m) or (o) of the Code; or

(m) the occurrence of a Change of Control not approved in advance by holders of Trust Certificates holding in the aggregate more than 66-2/3% in principal amount of the Trust Certificates outstanding;

then, in any such case (herein sometimes called an "Event of Default"), or in case one or more Events of Default shall happen, so long as such Event or Events of Default shall be continuing, the Trustee, by notice in writing to the Company, or the holders of not less than 25% in principal amount of the then outstanding Trust Certificates, by notice in writing to the Company and the Trustee, may declare to be due and payable forthwith the entire amount, without duplication, of the rentals (not including rentals required for the payment of interest accruing after the date of such declaration) and the principal of all the Trust Certificates then outstanding payable by the Company as set forth in Section 5.4 and not theretofore paid. If an Event of Default specified in Section 6.1(i) or (j) occurs and is continuing, then, without duplication, the entire amount of rentals (not including rentals required for the payment of interest accruing after the date of such declaration) and the principal of all the Trust Certificates then outstanding shall automatically become and be immediately due and payable without any declaration or other act on the part of the Trustee or any holder of the Trust

Certificates. Thereupon the entire amount of such rentals and, without duplication, principal, shall forthwith become and be due and payable immediately without further demand, together with interest at the Overdue Interest Rate to the extent legally enforceable, on any portion thereof overdue.

In case the Company shall fail to pay any installment of rental payable pursuant to Section 5.4(A) through (G) when and as the same shall have become due and payable hereunder, and such default shall have continued for a period of 30 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 judgment or final decree, and may enforce any such judgment or final decree against the Company or other obligor upon the Trust Certificates and collect in the manner provided by law out of 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 Bankruptcy Code or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Company or such other obligor, or in case of any other judicial proceedings relative to the Company or such other obligor, or to the creditors or property of the Company or such other obligor, the Trustee, irrespective of whether the rental payments hereunder or the principal of the Trust Certificates shall then be due and payable as herein or therein expressed whether by declaration or otherwise and irrespective of whether the Trustee shall have made any demand or declaration pursuant to the provisions of this Section, 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 Trust Certificates then outstanding and all rentals (not including rentals required for the payment of interest accruing after the date of such declaration or rentals payable pursuant to Section 5.4(D), (E) or (F) after the date of such claim or claims) 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 assertions of claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof in any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name and as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates. In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties in such proceedings.

SECTION 6.2. Remedies. In case of the happening of any Event of Default, so long as such Event of Default shall be continuing, the Trustee may, by its agents enter upon the premises of the Company and of any Affiliate of the Company or of any sublessee (or other person having acquired the use of the Trust Equipment) where any of the Trust Equipment or any other Collateral may be and take possession of all or any part of the Trust Equipment or other Collateral 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 6.1) may, to the extent permitted under applicable law, sell the Trust Equipment or any other Collateral 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, that, if an Event of Default other than under Section 6.1(a), (b), (i) or (j), shall have occurred and be continuing, the Trustee shall not sell any Trust Equipment without the consent of the holders of a majority in aggregate principal amount of the Trust Certificates

at the time outstanding. 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 or other Collateral to be sold, and in general in such manner as the Trustee may determine, but so that the Company may and shall have a reasonable opportunity to bid at any such sale. Upon such taking possession or withdrawal or lease or sale of the Trust Equipment or other Collateral, the Company shall cease to have any rights or remedies in respect of such Trust Equipment or other Collateral 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 other Collateral or any of it or any cause or right of action at law or in equity in respect of the Trust Equipment or such other Collateral against the Trustee or the holders of interests hereunder. No such taking possession, withdrawal, lease or sale of the Trust Equipment or such other Collateral by the Trustee shall be a bar to the recovery by the Trustee from the Company, without duplication, of amounts due under its guaranty of the Trust Certificates or of the rentals then or thereafter due and payable, and the Company shall be and remain liable for the same until such sums shall have been realized as, with the proceeds of the lease or sale of the Trust Equipment or any other Collateral, shall be sufficient for the discharge and payment in full of all the items mentioned in Section 5.4 (other than interest not then accrued), whether or not they shall have been matured.

In addition to, and not in limitation of, the foregoing, in case of the happening of any Event of Default, so long as such Event of Default shall be continuing, the Trustee may: (i) without notice to the Company except as required by law and at any time or from time to time, charge, set off or otherwise apply all or any part of the amounts due from the Company pursuant to Section 5.4 against funds on deposit in the Collateral Account; (ii) exercise in respect of the Collateral, in addition to any and all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code of any applicable jurisdiction and the Trustee may, also, without notice except as required by law, (x) identify and engage a successor managing agent to act as Managing Agent, and a successor lease administrator to act as Lease Administrator, to the extent permitted under the Management Agreement and the Administration Agreement, respectively, if an event of default has occurred under either the Management Agreement or the Administration Agreement, as the case may be, or if a vacancy in such position should occur and (y) engage consultants to advise

on the Leases and the Trust Equipment or the replacement of the Managing Agent or the Administrator; and (iii) compel transfer of (x) the Company's interest in all rights (by license, sublicense or otherwise) in any computer software used or useful in the administration of the Leases or in the other obligations of the Administrator under the Administration Agreement and (y) the Company's books and records relating to the Collateral (including, without limitation, books and records relating thereto maintained by the Managing Agent or the Administrator).

SECTION 6.3. 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 6.1 and 6.2, all payments made by the Company to the Trustee hereunder after such Event of Default, and the proceeds of any judgment collected from the Company by the Trustee hereunder, and the proceeds of every sale or lease by the Trustee hereunder of any of the Trust Equipment or any other Collateral, 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 of priority, (a) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Agreement, (b) of the interest then due, with interest on overdue interest at the Overdue Interest Rate to the extent legally enforceable and (c) of the principal of all the outstanding Trust Certificates, with interest thereon at the Overdue Interest Rate to the extent, legally enforceable from the last preceding Interest Payment Date, whether such Trust Certificates shall have then matured by their terms or not.

After all such payments shall have been made in full, the title to any of the Trust Equipment and other Collateral remaining unsold shall be conveyed by the Trustee to the Company or, at the Request of the Company, to one of its Affiliates, free from any further liabilities or obligations to the Trustee hereunder and free from any Liens arising by, through or under the Trustee or this Agreement. If 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 agrees to pay the amount of such deficit to the Trustee. 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 6.4. 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 6.1, the holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding may on behalf of the holder of all the Trust Certificates waive any past Default or Event of Default and its consequences, except an Event of Default in the payment of any installment of rental payable

pursuant to Section 5.4(C), (D), (E) or (F), 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 6.1 provided, but before the Final Maturity Date, all arrears of rent (with interest at the Overdue Interest Rate upon any overdue installments, to the extent legally enforceable), the expenses and reasonable compensation of the Trustee, together with all expenses of the trust occasioned by the Company's default, and all other sums which shall have become due and payable by the Company hereunder (other than the principal of Trust Certificates, and any other rental installments, 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 or other Collateral, 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 a majority in principal amount of the Trust Certificates then outstanding, shall by written notice to the Company waive the default by reason of which there shall have been such declaration or declarations and the consequences of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 6.5. 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 Agreement, the Company will, at its own expense, forthwith and in the usual manner and at usual 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 lines of railroad 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 Agreement and upon application to any court having jurisdiction in the premises, the Trustee shall, to the extent permitted by law or in equity, be entitled to a decree against the Company requiring the specific performance thereof.

SECTION 6.6. Trustee to Give Notice of Default, But May Withhold Under Certain Circumstances. The Trustee shall give to the holders of the Trust Certificates in the manner and to the extent provided in Section 8.4(c) with respect to reports pursuant to Section 8.4(a) notice of each Default hereunder known to the Trustee within 30 days after the occurrence thereof (15 days in the event of a Default under Sections 6.1(i) or (j)),

unless such Default shall have been remedied or waived before the giving of such notice; provided that, except in the case of Default in the payment of any part of the rental hereunder pursuant to Section 5.4(C), (D), (E) or (F), the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors and/or Responsible Officers in good faith determines that the withholding of such notice is in the interests of the holders of the Trust Certificates. The Trustee shall not be charged with the knowledge of any Default unless it has actual knowledge of such Default.

SECTION 6.7. Limitations on Suits by Holders of Trust Certificates. No holder of any Trust Certificate shall have any right by virtue or by availing of any provision of this 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 Agreement or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of Default and of the continuance thereof, as herein before provided, and unless also the holders of a majority in aggregate principal amount of the Trust Certificates then outstanding shall have made written request to the Trustee to institute such action or proceedings in its own name and as Trustee hereunder and shall have offered to the Trustee such indemnity as the Trustee deems reasonable to require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such action or proceedings and no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 6.9; it being understood and intended, and being expressly covenanted by the holder of every Trust Certificate with every other holder and the Trustee, that no one or more holders of Trust Certificates shall have any right in any manner whatever, by virtue or by availing of any provision of this Agreement, to affect, disturb, or prejudice the rights of any other holder of Trust Certificates, or to obtain or seek to obtain priority over or preference to any other such holder or to enforce any right under this Agreement, except in the manner herein provided and for the equal, ratable and common benefit of all holders of Trust Certificates. For the protection and enforcement of the provisions of this Section 6.7, 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 6.8. Unconditional Right of Holders of Trust Certificates to Receive Principal, Premium and Interest. Notwithstanding any other provision in this Agreement, the right of any holder of any Trust Certificate to receive payment of the principal of and interest on such Trust Certificate, on or after the respective due dates expressed in such Trust Certificate, or to institute suit for enforcement of any such payment on or after

such respective dates, shall not be impaired or affected without the consent of such holder.

SECTION 6.9. Control by Holders of Trust Certificates. The holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; provided, however, that such direction shall not be otherwise than in accordance with law and the provisions of this Agreement, and the Trustee, subject to the provisions of Section 9.2, shall have the right to decline to follow any such direction if the Trustee being advised by counsel shall determine that the proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall, by a Responsible Officer or Officers of the Trustee, determine that the proceeding so directed would involve it in a personal liability; and provided, further, that nothing in this Agreement contained shall impair the right of the Trustee to take any action deemed proper by the Trustee and which is not inconsistent with such direction by the holders of the Trust Certificates.

SECTION 6.10. Right of Court to Require Filing of Undertaking to Pay Costs. All parties to this Agreement agree, and each holder of any Trust Certificate by acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 6.10 shall not apply to any suit instituted by the Trustee, to any suit instituted by any holder of a Trust Certificate or group of holders of the Trust Certificates holding in the aggregate more than 10% in principal amount of the Trust Certificates outstanding, or to any suit instituted by any holder of a Trust Certificate for the enforcement of the payment of the principal of or interest on any Trust Certificate on or after the due date expressed in such Trust Certificate.

SECTION 6.11. Remedies Cumulative. The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity.

SECTION 6.12. Obligations of Company Not Affected by Remedies. No retaking of possession of the Trust Equipment or any other Collateral by the Trustee, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act

against the Company or in respect of the Trust Equipment, on the part of the Trustee or on the part of the holder of any Trust Certificate, nor any delay or indulgence granted to the Company by the Trustee or by any such holder, shall affect the obligations of the Company hereunder or the obligations of the Company under the guarantee 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 mandatory requirements of law at the time applicable thereto, to the extent such requirements may be waived on the part of the Company.

SECTION 6.13. Further Assurances. The Company agrees that at any time and from time to time at its expense, the Company will promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably necessary, that are required by law or that the Trustee may reasonably request to perfect properly and protect the assignments and security interests granted or purported to be granted hereby or to carry out and effectuate this Agreement and the intent hereof.

ARTICLE VII

ADDITIONAL COVENANTS AND AGREEMENTS BY THE COMPANY

SECTION 7.1. Guaranty of Company. The Company covenants, agrees and unconditionally guarantees that each holder of Trust Certificates shall receive the principal amount thereof in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, when and as the same shall become due and payable, in accordance with the provisions thereof or of this Agreement (and, if not so paid, with interest thereon until paid at the Overdue Interest Rate to the extent legally enforceable), and shall receive interest thereon in like money at the rate specified therein or herein, at the times and place and otherwise as expressed in the Trust Certificates or herein (and, if not so paid, with interest thereon until paid at the Overdue Interest Rate to the extent legally enforceable); and the Company further covenants and agrees to endorse upon each of the Trust Certificates, at or before the issuance and delivery thereof by the Trustee, its guaranty of the prompt payment of the principal thereof and of the interest thereon, in substantially the form hereinbefore set forth. Said guaranty so endorsed shall be signed in the name and on behalf of the Company by the manual or facsimile signature of its Chairman of the Board, Vice Chairman of the Board, President, Vice President or its Treasurer. In case any officer of the Company whose signature shall appear on said guaranty shall cease to be such officer before the Trust Certificates shall have been issued and delivered by the Trustee, or shall not have been acting in such capacity on the date of the

Trust Certificates, such guaranty shall nevertheless be as effective and binding upon the Company as though the person who signed said guaranty had not ceased to be or had then been such officer.

SECTION 7.2. [Intentionally Omitted]

SECTION 7.3. Restrictions on Investments. The Company shall not purchase, hold or acquire any capital stock, evidences of Indebtedness or other securities of, make or permit to exist any loans or advances to, or make or permit to exist any investment or any other interest in, any other Person except for Trust Certificates, Investment Securities, notes, receivables and other securities arising from transactions with customers and suppliers in the ordinary course of business. The Company shall not engage in any transactions involving commodity options or futures contracts or similar transactions. Except to the extent applied pursuant to Section 5.11, the Company shall hold all of its Investment Securities and any other funds in the Collateral Account.

SECTION 7.4. Restricted Payments. (a) The Company shall not make any Restricted Payment, or permit funds to be released to the Company pursuant to clause (ii) "Thereafter" of Section 5.11(b) unless on the date of such proposed Restricted Payment all of the following conditions are satisfied:

(i) funds on deposit or Investment Securities in the Collateral Account are at least equal to the sum of (A) the Required Management Reserve Amount, (B) the Required Balance and (C) the aggregate amount of Excess Sale Proceeds, Excess Casualty Proceeds and Excess Ineligible Equipment Repurchase Proceeds (such sum, the "Required Restricted Payment Balance"), and the making of such payment would not cause funds on deposit in the Collateral Account to be reduced below the Required Restricted Payment Balance; and

(ii) the sum of (A) the scheduled amount of all rent payments due under the Leases or under committed renewals thereof not subject to any conditions during the 12 months next succeeding the date of such proposed Restricted Payment and (B) the amount of funds or Investment Securities on deposit in the Collateral Account in excess of the Required Restricted Payment Balance exceeds 110% of all scheduled principal and interest payments (including mandatory annual redemptions pursuant to Section 3.1) on the Trust Certificates for the 12 months next succeeding the date of such proposed Restricted Payment; and

(iii) no Event of Default hereunder has occurred and is continuing.

(b) In addition to the restrictions contained in Section 7.4(a), the Company shall not on any date (i) make any cash payment on any Preferred Stock unless it shall have made the two preceding interest payments on such Subordinated Debt in cash or (ii) make any cash distribution to holders of its capital stock which ranks junior to the Preferred Stock unless it shall have made the two preceding dividend payments on such Preferred Stock in cash.

SECTION 7.5. Limitations on Indebtedness. The Company shall not create, incur or permit to exist any Indebtedness other than (a) the Trust Certificates and other amounts payable to the Trustee and the holders of the Trust Certificates under this Agreement; (b) the Subordinated Debt; and (c) Indebtedness incurred in the ordinary course of business (including letters of credit of workman's compensation insurance obligations) of up to (i) \$500,000 prior to April 15, 1998, (ii) \$1,000,000 between April 15, 1998 and April 15, 2003 and (iii) \$2,000,000 thereafter.

SECTION 7.6. Limitations on Liens. The Company (i) shall not incur, create, assume or permit to exist any Lien on the Trust Equipment, the Leases or any other property or assets (including stock or other securities) now owned or hereafter acquired by it except the Liens created pursuant to this Agreement in favor of the Trustee, Permitted Liens or Liens described in clause (iii) of Section 5.13 and (ii) shall pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a Lien upon or against any of the Trust Equipment or other Collateral except for Liens created pursuant to this Agreement in favor of the Trustee, Permitted Liens or Liens described in clause (iii) of Section 5.13; 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 will not materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates, and the Company, upon request by the Trustee, shall have furnished the Trustee with an Opinion of Counsel to such effect; and provided further, however, that nothing in this Section 7.6 shall prevent or be deemed to prohibit the Company, to the extent funds have been released to the Company pursuant to, and in accordance with, clause Tenth (ii) of Section 5.11(b) or are otherwise available to it, from providing cash collateral for Indebtedness permitted by Section 7.5(c).

If the Company does not forthwith pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of any debt, tax, assessment, obligation or claim as required by this Section 7.2, the Trustee may, but shall not be obligated to, not earlier than 15 days after notice to the Company, pay and discharge the same and any

amounts so paid shall be secured by and under this Agreement until reimbursed by the Company.

SECTION 7.7. Recording; Payment of Expenses. The Company covenants and agrees to pay the expenses incident to the preparation and execution of the Trust Certificates to be issued hereunder, or connected with the preparation, execution, recording and filing hereof and of any instruments executed under the provisions hereof with respect to the Trust Equipment. The Company will, at its expense, promptly after the execution and delivery of this Agreement (and prior to the delivery of any of the Trust Equipment hereunder pursuant to Section 4.1 hereof) and each supplement hereto, respectively, cause this Agreement and such supplement to be duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303 and the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act (RSC 1985).

Promptly after the execution and delivery of this Agreement and each supplement hereto, the Company will furnish to the Trustee an Opinion of Counsel stating that in the opinion of such counsel, this Agreement or such supplement, as the case may be, has been properly recorded and filed so as effectively to protect the title of the Trustee to the Trust Equipment and the Leases and its rights and the rights of the holders of the Trust Certificates thereunder and hereunder and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary; and the Company shall furnish to the Trustee, not more than three months after the anniversary of each year, commencing with the year 1994, of the first recording or filing of this Agreement, an Opinion of Counsel stating either that, in the opinion of such counsel, (i) such action has been taken with respect to the recording, filing, rerecording and refiling of this Agreement and each supplement hereto as is necessary for the proper protection of the title of the Trustee to the Trust Equipment and the rights of the Trustee and holders of the Trust Certificates hereunder and thereunder and reciting the details of such action or (ii) no such action is necessary for any of such purposes.

SECTION 7.8. Annual Compliance Certificate; Portfolio Information. The Company will deliver to the Trustee, within 120 days after the end of each fiscal year of the Company, commencing with the fiscal year ending December 31, 1993, (a) an Officers' Certificate stating that the Company has fulfilled all its obligations under this Agreement throughout such year and no Default exists, or, if there has been a failure to perform any such obligation or a Default exists, specifying each such failure or Default and the nature and status thereof, and (b) Officers' Certificates of the Company, and to the extent practicable, the Managing Agent (which may be addressed to the Company), setting forth: (i) the number of new or replacement units of the Trust Equipment then covered hereby, the number of such units then under sublease, and the identification number of each such unit

together with a list of such sublessees and the units of Trust Equipment leased by each of them; (ii) the description and numbers of all Trust Equipment that has become worn out, retired, unsuitable for use, economically obsolete, stolen, irreparably damaged, lost or destroyed or requisitioned or taken over by any Governmental Authority or otherwise replaced since the date of the last preceding statement (or the date of this Agreement in the case of the first statement); (iii) the number of units of the Trust Equipment which the Company has been notified are then undergoing repairs, other than running repairs, or then withdrawn from use for such repairs; (iv) that, in the case of all the Trust Equipment repainted or repaired has been again plated or marked as required thereby; (v) the amount of any committed rental for the current fiscal year and the Utilization Rate for Trust Equipment for the most recently completed fiscal year; and (vi) any other material change in the nature of the Trust Equipment or Leases.

The Company shall cause its financial statements, including any notes thereto and an auditors' report by an accounting firm of established national reputation, comparable to those that the Company would have been required to file in annual reports if the Company were subject to the requirements of Section 13 or 15(d) of the Exchange Act, to be filed with the Trustee and mailed to the holders of the Trust Certificates within 120 days after the end of each of the Company's fiscal years.

SECTION 7.9. Insurance. The Company will maintain with responsible unaffiliated insurance companies liability insurance policies with respect to all Trust Equipment, to the extent such insurance is customary in the industry from time to time with respect to similar equipment; provided, that the Company shall be under no obligation to carry insurance with respect to the Trust Equipment in excess of current railcar leasing industry standards except that to the extent available on commercially reasonable terms, the Company shall also obtain insurance with a deductible of not more than \$5,000 per occurrence (or if not available on commercially reasonable terms, such greater deductible as is so available); provided that in the event such insurance cannot be obtained on commercially reasonable terms from unaffiliated insurance companies, the Company may, with the approval of a majority of the Board of Directors (including the special director referred to in the Company's Restated Certificate of Incorporation) obtain such insurance from an insurance company which is an Affiliate. It is understood that, subject to Section 7.11, such insurance may be obtained jointly with ACF under a common policy or policies.

SECTION 7.10. Maintenance; Enforcement of Agreements. The Company, or the Managing Agent on its behalf, shall maintain, service, repair and overhaul the Trust Equipment so as to keep such unit of Trust Equipment in good operating order and condition in all material respects in accordance with the rules

and regulations of the AAR, as in effect from time to time, and in accordance with the laws and regulations of any Governmental Authority or industry agency which has proper jurisdiction over the Trust Equipment; provided, however, that the Company may in good faith contest the validity of any such law, act, rule, regulation or order, or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not in the judgment of the Trustee materially endanger the rights or interests of the Trustee or 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. If any contracting party to a maintenance or service agreement with the Company owns Rolling Stock, to the extent reasonably practicable, the Company shall not enter into any maintenance contract or service agreement which does not require such contracting party to provide a maintenance program at least equivalent to that which it provides for the Rolling Stock it owns. The Company shall enforce all material rights, actions or claims it may have under each Facilities Document to which it is a party including, without limitation, the Asset Purchase Agreement, the Management Agreement and the Administration Agreement unless, prior to the occurrence and continuance of an Event of Default, a majority of the Company's Board of Directors (including the special director referred to in its Restated Certificate of Incorporation) determines in good faith that not pursuing such claims would be in the best interests of the Company and would not have a material adverse effect on the rights of the holders of the Trust Certificates.

SECTION 7.11. Transactions with Affiliates. The Company will not, directly or indirectly, enter into or permit to exist any transaction with any Affiliate of the Company other than (a) the transactions provided for in the Facilities Documents, (b) the sale of Equipment by ACF to the Company for a price not in excess of the fair market value thereof (including the issuance of Additional Subordinated Notes by the Company to ACF), (c) the Permitted Affiliate Arrangements and, (d) subject to Section 7.13, other transactions on terms (considered as a whole) no less favorable to the Company than would be available in a comparable transaction with a Person other than an Affiliate as determined by a majority of the Board of Directors of the Company (including the special director referred to in its Restated Certificate of Corporation) in its reasonable judgment.

SECTION 7.12. Use of Trust Equipment in Mexico. The Company shall not sublet or contract more than 5% of the total number of units of the Trust Equipment at any time to be used by a sublessee domiciled in Mexico without the prior written consent of the Trustee.

SECTION 7.13. Amendments. The Company shall not (a) amend Articles Third, Sixth, Tenth or Eleventh of its Restated

Certificate of Incorporation; (b) amend any other Article of its Restated Certificate of Incorporation, any section of the Restated Certificate of Designation relating to the Preferred Stock or any section of its by-laws if such amendment would have a material adverse effect on the Trust Certificates or the Company's guaranty thereof or the Company's ability to make all payments required to be made by it thereunder or (c) amend, modify, waive or terminate (or permit to be amended, modified, waived or terminated), without the consent of the Trustee, the Asset Purchase Agreement, any Subordinated Debt, the Management Agreement, the Administration Agreement or the Tax Consolidation Agreement; provided, however, that so long as no Event or Default shall have occurred and be continuing:

(x) the Company may amend any Subordinated Debt to lower the interest rate thereon, decrease the frequency of interest payment dates thereon, extend the maturity date thereof or to add, delete or amend additional terms (other than additions or amendments to or deletions from the subordination provisions thereof) that, as evidenced by an Opinion of Counsel (which counsel may not be an employee of the Company or an Affiliate of the Company), do not have, individually or in the aggregate, an adverse effect on the Trust Certificates or the Company's guaranty thereof or the Company's ability to make all payments required to be made by it thereunder;

(y) the Company may amend the Tax Consolidation Agreement if a majority of the Company's Board of Directors (including the special director referred to in the Company's Restated Certificate of Incorporation) approves such amendment and determines in good faith and in the exercise of its reasonable business judgment that such amendment is in the best interest of the Company and would not have a material adverse effect on the holders of the Trust Certificates; and

(z) the Company may amend, modify or waive the Management Agreement or the Administration Agreement in any respect or terminate either or both such agreements if the following conditions are met:

(i) a majority of the Company's Board of Directors (including the special director referred to in the Company's Restated Certificate of Incorporation) approves such amendment, modification or waiver and determines in good faith and in the exercise of its reasonable business judgment that such amendment, modification, waiver or termination is in the best interests of the Company and would not have a material adverse effect on the rights of the holders of the Trust Certificates;

(ii) if the Managing Agent or the Administrator, as the case may be, is an Affiliate of the Company and such amendment, modification or waiver relates

to the Managing Agent's or Administrator's compensation or the scope of such party's duties, (I) such amendment, modification or waiver is first effective on a date which is more than five years after the Issuance Date and (II) the Company obtains an Independent Engineer's Certificate stating that, after giving effect to the proposed amendment, modification or waiver, such agreement will be on commercially reasonable terms in the railcar leasing industry; and

(iii) unless a default by the Managing Agent has occurred under the Management Agreement or a default by the Administrator has occurred under the Administration Agreement, such amendment, modification or waiver does not permit a termination of the Person then acting as Managing Agent or the Person then acting as Lease Administrator, as the case may be, without a simultaneous agreement providing a replacement therefor.

Nothing contained in this Section 7.13 shall be deemed to prevent (A) the Company from replacing the Managing Agent, the Administrator or the Administrating Bank in the event such Person terminates its obligations under the Management Agreement or the Administration Agreement, as the case may be, or (B) the Trustee, during such time as an Event of Default has occurred and is continuing, from having the exclusive right to amend, modify, waive or terminate any of such agreements. In the absence of any such Event of Default, any replacement Management Agreement or Administration Agreement shall be approved by the Board of Directors (including the special director referred to in the Company's Restated Certificate of Incorporation) of the Company and, if with an Affiliate of the Company, shall be on terms and conditions (i) substantially similar to the terms and conditions of the Management Agreement or Administration Agreement, as the case may be, entered into as of the Issuance Date if such replacement occurs within five years of the Issuance Date and (ii) shall be on terms no less favorable to the Company than the terms on which an agreement similar to the agreement being replaced could be obtained from an independent third party, if such replacement occurs thereafter.

Except as provided above and subject to the conditions therein provided, for so long as no Event of Default shall have occurred and be continuing, the Company shall retain at all times, all of its rights under the Facilities Documents, to the exclusion of the Trustee, to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of the Facilities Documents except that the Trustee may at any time give notice to ACF of an inaccuracy in the Ineligible Car Representations referred to in the Asset Purchase Agreement pursuant to Section 7.1 thereof.

SECTION 7.14. Other Agreements. The Company shall not enter into or be a party to any agreement, instrument or transaction other than the Facilities Documents, the other documents contemplated thereby and any other agreements, instruments or transactions permitted to be entered into by the Company pursuant to the Company's certificate of incorporation.

SECTION 7.15. Maintenance of Separate Existence. The Company shall not (a) fail to hold regular meetings (on at least an annual basis) of its stockholders and board of directors; (b) fail to (i) maintain or cause to be maintained by an agent of the Company under the Company's control physical possession of all its books and records, (ii) account for and manage all its liabilities separately from those of any other Person, including all payroll, administrative expenses and, except to the extent contemplated by the Tax Consolidation Agreement, taxes, if any, (iii) pay its employees, officers, directors and agents for services performed for the Company or (iv) maintain officers and directors and maintain separate offices with a separate telephone number from those of ACF, Icahn Holding, the Administrator or any Affiliate thereof; or (c) commingle its funds with those of ACF, Icahn Holding, the Administrator or any Affiliate thereof (other than as contemplated by the Administration Agreement and herein) or use its funds for other than the Company's uses.

SECTION 7.16. Notice of Default. The Company will deliver to the Trustee written notice of any Default or Event of Default under this Agreement by the Company, describing such Default or Event of Default and its status, promptly after the Company becomes aware of such Default or Event of Default.

SECTION 7.17. Defeasance of Certain Obligations. The Company may omit to comply with any term, provision or condition set forth in Sections 7.3, 7.5, 7.6, 7.11 and 7.13 and any such omission with respect to such Sections shall not be an Event of Default, in each case with respect to the Trust Certificates; provided, however, that the following conditions have been satisfied:

(1) with respect to all outstanding Trust Certificates not theretofore delivered to the Trustee for cancellation, the Company shall have deposited or caused to be deposited with the Trustee as trust funds or obligations in trust an amount of:

(i) cash including, without limitation, funds received by the Trustee pursuant to the first paragraph of Section 2.1, Section 5.4, Section 5.6 or Section 5.13; and

(ii) Government Securities;

in each case in an amount which, together with, as evidenced by a Certificate of a Firm of Independent Public

Accountants delivered to such Trustee, the predetermined and certain income to accrue on any Government Securities when due (without the consideration of any reinvestment thereof) is sufficient to pay and discharge when due the entire amounts due or to become due on all such outstanding Trust Certificates, including for unpaid principal (and premium, if any) and interest, if any, to the stated maturity or any Redemption Date, as the case may be;

(2) such deposit will not result in a breach or violation of, or constitute a default under, this Agreement or any other agreement or instrument to which the Company is a party or by which it is bound;

(3) no Event of Default or event which with the giving of notice or lapse of time, or both, would become an Event of Default with respect to the Trust Certificates shall have occurred and be continuing on the date of such deposit and no Event of Default under Section 6.1(i) or Section 6.1(j) or event of which with the giving of notice or lapse of time, or both, would become an Event of Default under Section 6.1(i) or Section 6.1(j) shall have occurred and be continuing on the 91st day after such date; and

(4) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the defeasance contemplated in the Section have been complied with; and

(5) if the Trust Certificates are not to become due and payable at their stated maturity within one year of the date of such deposit or are not to be called for mandatory redemption within one year of the date of such deposit under arrangements satisfactory to such Trustee as of the date of such deposit, then the Company shall have given, not later than the date of such deposit, an Opinion of Counsel to the effect that the holders of the Trust Certificates will not recognize income, gain or loss for federal income tax purposes as a result of such deposit and defeasance and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred.

All obligations of the Company under this Agreement with respect to the Trust Certificates, other than with respect to Sections 7.3, 7.5, 7.6, 7.11 and 7.13, shall remain in full force and effect. Anything in this Section 7.17 to the contrary notwithstanding, the Trustee for the Trust Certificates shall deliver or pay to the Company, from time to time upon the Company's request, any money or Government Securities held by it

as provided in this Section 7.17 which, as expressed in a Certificate of a Firm of Independent Public Accountants delivered to such Trustee, are in excess of the amount thereof which would then have been required to be deposited for the purpose of which such money or Government Securities were deposited or received, provided such delivery can be made without liquidating any Government Securities.

SECTION 7.18. Management of Investment Securities.

The Company shall direct the Trustee to invest in Investment Securities with maturities such that such Investment Securities shall not be required to be liquidated prior to their maturity in order to make payments of principal (including upon redemption) and interest on the Trust Certificates. The Company shall not sell or otherwise liquidate any Investment Securities prior to their maturity except (i) if such sale or other liquidation would result in a gain for the Company, (ii) the aggregate amount of cumulative losses (in excess of cumulative gains from sales and liquidation of Investment Securities) from such sales and liquidations since the date of this Agreement does not exceed \$50,000, or (iii) such Investment Securities are delivered to the Manager as payment for amounts owed under the Management Agreement valued at the fair market value of such Investment Security on the date of payment.

ARTICLE VIII

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

SECTION 8.1. Company to Furnish Trustee Information as to Names and Addresses of Holders of the Trust Certificates. The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee between 45 to 60 days after each Interest Payment Date, and at such other times as the Trustee may request in writing, within 30 days after receipt by the Company of any such request, a list in such form as the Trustee may reasonably require containing all the information in the possession or control of the Company as to the names and addresses of the holders of Trust Certificates obtained since the date as of which the next previous list, if any, was furnished; provided, however, that so long as the Trustee is the registrar of the Trust Certificates pursuant to Section 2.6, no such list need be furnished. Any such list may be dated as of a date not more than 15 days prior to the time such information is furnished or caused to be furnished and need not include information received after such date.

SECTION 8.2. Preservation of Information: Communication to Holders of the Trust Certificates. (a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of Trust Certificates (1) contained in the most recent

list furnished to it as provided in Section 8.1, (2) received by it in the capacity of paying agent or registrar (if so acting) hereunder and (3) filed with it within the two preceding years pursuant to the provisions of Section 8.4(c)(2).

The Trustee may upon written consent of the Company (1) destroy any list furnished to it as provided in Section 8.1 upon receipt of a new list so furnished, (2) destroy any information received by it as paying agent or registrar (if so acting) hereunder upon delivering to itself as Trustee, not earlier than 45 days after an Interest Payment Date on the Trust Certificates, a list containing the names and addresses of the holders of Trust Certificates obtained from such information since the delivery of the next previous list, if any, (3) destroy any list delivered to itself as Trustee which was compiled from information received by it as paying agent or registrar (if so acting) hereunder upon the receipt of a new list so delivered and (4) destroy any information filed with it pursuant to the provisions of Section 8.4(c)(2) but not until two years after such information has been filed with it.

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

(1) afford such applicant access to the information preserved at the time by the Trustee in accordance with the provisions of Section 8.2(a); or

(2) inform such applicant as to the approximate number of holders of Trust Certificates whose names and addresses appear in the information preserved at the time by the Trustee in accordance with the provisions of Section 8.2(a), and as to the approximate cost of mailing to such holders of the Trust Certificates the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford such applicant access to such information, the Trustee shall, upon the written request of such applicant, mail to each holder of a Trust Certificate whose name and address appear in the information preserved at the time by the Trustee in accordance with the provisions of Section 8.2(a), a copy of the form of proxy or other communication which is specified in such request, with

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

(c) Each and every holder of the Trust Certificates, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any paying agent shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the holders of the Trust Certificates in accordance with the provisions of Section 8.2(b), regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 8.2(b).

SECTION 8.3. Reports by the Company and Inspection.
The Company covenants:

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

(b) to file with the Trustee and, if the Company is subject to the reporting requirements of the Securities and Exchange Act of 1934, the Commission, in accordance with the rules and regulations prescribed by the Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Agreement as may be required by such rules and regulations including, in the case of annual reports, if required by such rules and regulations, certificates or opinions of independent public accountants of recognized national standing selected by the Company conforming to the requirements of Section 14.3, as to compliance with conditions or covenants, compliance with which is subject to verification by accountants; and

(c) To transmit to the holders of the Trust Certificates, such summaries of any information, documents, and reports provided for in Sections 8.3(a) and (b), within 30 days after the filing thereof with the Trustee, in the manner and to the extent provided in Section 8.4(c); and

(d) To permit the holders of the Trust Certificates or such person or persons as may be reasonably designated by such holders in writing to the Company, to examine the Company's corporate books and financial records in a reasonable manner related to the Trust Equipment and shall answer any relevant questions relating to the Company's management of the Trust Equipment, subject to the following: (i) at least ten business days' notice shall be provided to the Company, except if an Event of Default has occurred and is continuing; and (ii) in no event may the holders of the Trust Certificates inspect the Company's corporate books and financial records related to the Trust Equipment more than once in any calendar year except if an Event of Default has occurred and is continuing.

SECTION 8.4. Reports by the Trustee. (a) On or before March 31, 1994 and on or before March 31, in every year thereafter, so long as any Trust Certificates are outstanding hereunder, the Trustee shall transmit to the holders of the Trust Certificates, as hereinafter in this Section 8.4 provided, a brief report, dated as of the preceding March 31, with respect to any of the following events which may have occurred within the previous 12 months (but if no such event has occurred within such period no report need be transmitted):

(1) any changes to its eligibility under Section 9.8 and its qualifications under Section 9.7;

(2) the creation of or any material change to a relationship specified in paragraph (1) through (10) of Section 310(b) of the Trust Indenture Act.

(3) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee (as

such) which remain unpaid on the date of such report, and for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Trust Certificates, on the trust estate or on any property or funds held or collected by it as Trustee, except that the Trustee shall not be required (but may elect) to report such advances if such advances so remaining unpaid aggregate not more than 1/2 of 1% of the principal amount of the Trust Certificates outstanding on the date of such report;

(4) the amount, interest rate, and maturity date of all other indebtedness owing by the Company (or by any other obligor on the Trust Certificates) to the Trustee in its individual capacity, on the date of such report, with a brief description of any property held as collateral security therefor except an indebtedness based upon a creditor relationship arising in any manner described in paragraphs (2), (3), (4), or (6) of subsection (b) of section 311 of the Trust Indenture Act.

(5) any change to the property and funds, if any, physically in the possession of the Trustee as such on the date of such report;

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

(7) any additional issue of Trust Certificates which it has not previously reported; and

(8) any action taken by the Trustee in the performance of its duties under this Agreement which it has not previously reported and which in its opinion materially affects the Trust Certificates or the trust estate, except action in respect of a default, notice of which has been or is to be withheld by it in accordance with the provisions of Section 6.6.

(b) The Trustee shall transmit to the holders of the Trust Certificates, as provided in Section 8.4(c), a brief report with respect to (1) the release, assignment or transfer, or release, assignment or transfer and substitution, of any Trust Equipment (and the consideration therefor, if any) unless the fair value of such Trust Equipment (as set forth in the Engineer's Certificate furnished to the Trustee in respect thereof) is less than 10% of the principal amount of Trust Certificates outstanding at the time of such release, assignment or transfer, or such release, assignment or transfer and substitution, such report to be transmitted within 90 days after such time, and (2) the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee (as such) since the date of the last report transmitted pursuant to the provisions of Section 8.4(a) (or if no such report has yet been so transmitted, since the date of execution of this Agreement), for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Trust Certificates, on the trust estate or on property or funds held or collected by it as Trustee, and which it has not previously reported pursuant to this Section 8.4(b), except that the Trustee shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal amount of Trust Certificates outstanding at such time, such report to be transmitted within 90 days after such time.

(c) Reports pursuant to this Section 8.4 shall be transmitted by mail:

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

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

(3) except in the case of reports pursuant to Section 8.4(b), to each holder of a Trust Certificate whose name and address is preserved at the time by the Trustee, as provided in Section 8.2(a).

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

ARTICLE IX

THE TRUSTEE

SECTION 9.1. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Agreement, and covenants and agrees to perform the same as herein expressed.

SECTION 9.2. Duties and Responsibilities of the Trustee; During Default; Prior to Default. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

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

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

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

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

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

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

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

SECTION 9.3. Certain Rights of the Trustee. Except as otherwise provided in Section 9.2:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any certificate, statement, instrument, opinion, report, notice, request, consent, order, trust certificate, guaranty or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; and any resolution of the board of directors of the Company evidenced to the Trustee by a copy thereof certified by the Secretary or any Assistant Secretary of the Company;

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

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

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

(e) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion,

report, notice, request, direction, consent, order, bond, debenture, or other paper or document;

(f) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Request;

(g) whenever in the administration of this Agreement, the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate of the Company; and

(h) to the extent the provisions of this Section 9.3 are inconsistent with the duties of the Trustee as required by Section 315 of the Trust Indenture Act, the requirements of such Section 315 shall prevail if then applicable to this Agreement.

Whether or not herein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 9.4. Application of Rentals; Responsibility of Trustee to Insure or Record. The Trustee covenants and agrees to apply the rentals received by it under Section 5.4 when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in said Section 5.4.

The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by the Company or by one or more of the holders of the Trust Certificates against all liability and expenses; and, except to the extent so fully indemnified as aforesaid, the Trustee shall not be responsible for the filing or recording or refiling or rerecording of this Agreement or of any supplement hereto or statement of new numbers.

SECTION 9.5. Funds May be Held by Trustee; Investments in Investment Securities. 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 so long as such funds are invested in Investment Securities.

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 in Investment Securities, at current market prices, including any premium and accrued interest, as are set forth in

such Request, such Investment Securities to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

The Trustee shall, on Request, or the Trustee may (but is under no obligation to do so), in the event funds are required for payment against delivery of Trust Equipment, sell such Investment Securities, or any portion thereof, and restore to Deposited Cash the proceeds of any such sale up to the amount paid for such Investment Securities, including accrued interest.

The Trustee shall restore to Deposited Cash rent received by it for that purpose under the provisions of Section 5.4(A)(2).

Any interest allowed as provided in the first paragraph of this Section 9.5, 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 shall be deposited in the Collateral Account until withdrawn pursuant to Section 5.11.

SECTION 9.6. Trustee Not Liable for Delivery Delays or Defects in Equipment or Title; May Perform Duties By Agents; Holding of Trust Certificates; Moneys Held In Trust. Except as otherwise provided in Section 9.2, the Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the manufacturers or owners thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto, nor shall the Trustee be liable or responsible for the value or the validity of or any loss realized on any Investment Securities held by it.

Except as otherwise provided in Section 9.2, the Trustee may perform its powers and duties hereunder by or through such attorneys, agents and servants as it shall appoint, and shall be answerable for only its own acts, negligence and wilful defaults and not for the default, misconduct or negligence of any attorney, agent or servant appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement or of the Trust Certificates (except for its own execution thereof), or for the guaranty by the Company.

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

Any moneys at any time held by the Trustee or any paying agent hereunder shall, until paid out or invested by the

Trustee or any paying agent as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates.

SECTION 9.7. Qualification of Trustee; Conflicting Interests. The Trustee shall be subject to the provisions of Section 310(b) of the Trust Indenture Act during the period of time required thereby. Nothing herein shall prevent the Trustee from filing with the Commission the application referred to in the penultimate paragraph of Section 310(b) of the Trust Indenture Act.

SECTION 9.8. Persons Eligible for Appointment as Trustee. There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States of America or any State or the District of Columbia, and which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by federal or state authority, having a combined capital and surplus of at least \$50,000,000.

If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 9.8, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 9.8, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.9.

SECTION 9.9. Resignation and Removal; Appointment of Successor Trustee. (a) The Trustee may at any time resign by giving written notice of resignation to the Company. Upon receiving such notice of resignation, the Company with the consent of holders of at least a majority in aggregate principal amount of outstanding Trust Certificates (if such consent shall not have been given within 30 days of written notice of resignation, it shall be deemed to have been given) shall promptly appoint a successor trustee by written instrument, executed by order of the Board of Directors of the Company. If no successor trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any holder of a Trust Certificate who has been a bona fide holder of a Trust Certificate or Trust Certificates for at least six months, may, subject to the provisions of Section 6.10, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

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

(1) the Trustee shall fail to comply with Section 310 of the Trust Indenture Act after written request therefor by the Company or by any holder of the Trust Certificate who has been a bona fide holder of a Trust Certificate or Trust Certificates for at least six months; or

(2) the Trustee shall cease to be eligible in accordance with the provisions of Section 9.8 and shall fail to resign after written request therefor by the Company or by any such holder of a Trust Certificate; or

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

then, in any such case, the Company may remove the Trustee and appoint a successor trustee by written instrument, executed by order of its Board of Directors, or, subject to the provisions of Section 6.10, any holder of a Trust Certificate who has been a bona fide holder of a Trust Certificate or Trust Certificates for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding may at any time remove the Trustee and appoint a successor trustee reasonably acceptable to the Company by delivering to the Trustee to be removed, to the successor Trustee so appointed and to the Company the evidence provided for in Section 10.1 of the action taken by the holders of the Trust Certificates.

(d) Any resignation or removal of the Trustee and any appointment of a successor trustee pursuant to any of the provisions of this Section 9.9 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 9.10.

SECTION 9.10. Acceptance of Appointment by Successor Trustee. Any successor trustee appointed as provided in Section 9.9 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall

become vested with all the rights, powers, duties and obligations of its predecessor hereunder; but, nevertheless, on the written request of the Company or of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee all the rights, powers, duties and obligations of the trustee so ceasing to act and shall duly assign, transfer and deliver to such successor trustee all property and money held by such predecessor trustee hereunder. Upon request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a lien upon all property of funds held or collected by such trustee to secure any amounts then due it pursuant to the provisions of Section 9.6.

No successor trustee shall accept appointment as provided in this Section 9.10 unless at the time of such acceptance such successor trustee shall be qualified under the provisions of Section 9.7 and eligible under the provisions of Section 9.8.

Upon acceptance of appointment by a successor trustee as provided in this Section 9.10, the Company shall mail notice of the succession of such trustee hereunder to the holders of the Trust Certificates at their last addresses appearing upon the registry books. Each notice shall include the name of the successor trustee and the address of its Corporate Trust Office. If the Company fails to mail such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Company.

SECTION 9.11. Merger or Consolidation of Trustee. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be qualified under the provisions of Section 9.7 and eligible under the provisions of Section 9.8, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. In case any Trust Certificates shall have been authenticated, but not delivered, by the trustee then in office, any successor by merger, conversion or consolidation to such authenticating trustee may adopt such authentication and deliver the Trust Certificates so authenticated with the same effect as if such successor trustee had itself authenticated such Trust Certificates.

SECTION 9.12. Preferential Collection of Claims Against the Company. The Trustee shall comply with Section 311(a) of the Trust Indenture Act, excluding any creditor relationship listed in Section 311(b) of that Act. If the Trustee shall resign or be removed as Trustee, it shall be subject to Section 311(a) of the Trust Indenture Act to the extent provided therein.

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

(1) that it will hold all sums held by it as such agent for the payment of the principal of or interest on the Trust Certificates (whether such sums have been paid to it by the Company or by any other obligor on the Trust Certificates) in trust for the benefit of the holders of the Trust Certificates and will notify the Trustee of the receipt of sums to be so held; and

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

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

SECTION 9.14. Compensation and Indemnity. The Company shall pay to the Trustee from time to time reasonable compensation for its services hereunder. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it in connection with the administration of this trust and the performance of its duties hereunder. Such expenses shall include the reasonable compensation and out-of-pocket expenses of the Trustee's agents and counsel (including allocated expenses of in-house counsel).

The Company shall indemnify the Trustee against any loss or liability incurred by it in connection with the acceptance or administration of this trust and the performance of its duties hereunder. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. The Trustee shall permit the Company to defend the claim and the

Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel (including expenses of in-house counsel). The Company need not pay for any settlement made without its consent.

The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through negligence or bad faith.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.1(i) and (j) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any applicable bankruptcy or insolvency law.

ARTICLE X

CONCERNING THE HOLDERS OF TRUST CERTIFICATES

SECTION 10.1. Evidence of Action Taken by Holders of Trust Certificates. Whenever in this Agreement it is provided that the holders of a specified percentage in aggregate principal amount of the Trust Certificates may take any action (including the making of any demand or request, the giving of any notice consent or waiver or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced (a) by any instrument or any number of instruments of similar tenor executed by holders of Trust Certificates in person or by agent or proxy appointed in writing, or (b) by the record of the holders of Trust Certificates voting in favor thereof at any meeting of holders of Trust Certificates duly called and held in accordance with the provisions of Article XI, or (c) by a combination of such instrument or instruments and any such record of such a meeting of holders of Trust Certificates.

Any request, demand, authorization, direction, notice, consent, waiver or other action by the holder of any Trust Certificate shall bind every future holder of the same Trust Certificate or the holder of every Trust Certificate issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done, suffered or omitted to be done by the Trustee, any Paying Agent or the Company in reliance thereon, whether or not notation of such action is made upon such Trust Certificate.

SECTION 10.2. Proof of Execution of Instruments and of Holding of Trust Certificates. Subject to the provisions of Sections 9.2 and 11.5, proof of the execution of any instrument by a holder of Trust Certificates or his agent or proxy and proof of the holding by any person of any of the Trust Certificates shall be sufficient if made in the following manner:

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

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

The Trustee may require such additional proof of any matter referred to in this Section 10.2 as it shall deem necessary.

The record of any meeting of holders of Trust Certificates shall be proved in the manner provided in Section 11.6.

SECTION 10.3. Trust Certificates Owned by Company Deemed Not Outstanding. In determining whether the holders of the requisite principal amount of the Trust Certificates have concurred in any direction, request or consent under this Agreement, Trust Certificates which are owned by the Company or by any other obligor on the Trust Certificates or by an Affiliate of the Company or any such other obligor shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, request or consent, only Trust Certificates which the Trustee knows are so owned shall be disregarded.

SECTION 10.4. Right of Revocation of Action Taken. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 10.1, of the taking of any action by the holders of the percentage in aggregate principal amount of the Trust Certificates specified in this Agreement in connection with such action, any holder of a Trust Certificate the serial number of which is shown by the evidence to be included in the Trust Certificates the holders of which have consented to such action may, by filing written notice with the Trustee at the Corporate Trust Office and upon proof of holding as provided in Section 10.2, revoke such action so far as concerns such Trust Certificate. Except as aforesaid any such action taken by the holder of any Trust Certificate shall be conclusive and binding upon such holder and upon all future holders and owners of such Trust Certificate and of any Trust Certificate issued in exchange or substitution therefor, irrespective of whether or not any notation in regard thereto is made upon such Trust Certificate. Any action taken by the holders of the percentage in aggregate principal amount of the Trust Certificates specified in this Agreement in connection with such action shall be conclusive and

binding upon the Company, the Trustee and the holders of all the Trust Certificates.

ARTICLE XI

MEETINGS OF HOLDERS OF TRUST CERTIFICATES

SECTION 11.1. Purposes for Which Meetings of Holders of Trust Certificates May Be Called. A meeting of holders of Trust Certificates may be called at any time and from time to time pursuant to the provisions of this Article XI for any of the following purposes:

- (a) to give any notice to the Company or to the Trustee, or to give any directions to the Trustee or to waive any default hereunder and its consequences, or to take any other action authorized to be taken by holders of Trust Certificates, pursuant to any of the provisions of Article VI;
- (b) to remove the Trustee and appoint a successor trustee pursuant to the provisions of Section 9.9;
- (c) to consider and vote upon an agreement supplemental hereto as provided in Section 13.2; or
- (d) to take any other action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of the Trust Certificates under any other provision of this Agreement or under applicable law.

SECTION 11.2. Call of Meetings by Trustee. The Trustee may at any time call a meeting of holders of Trust Certificates to take any action specified in Section 11.1, to be held at such time and at such place in the Borough of Manhattan, City and State of New York, as the Trustee shall determine. Notice of every meeting of the holders of Trust Certificates, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed by the Trustee at least 30 days prior to such meeting to the holders of the Trust Certificates at their last addresses appearing upon the registration books.

SECTION 11.3. Company and Holders of Trust Certificates May Call Meeting. In case at any time the Company, pursuant to a resolution of its Board of Directors, or the holders of at least 25% in aggregate principal amount of the Trust Certificates then outstanding, shall have requested the Trustee to call a meeting of holders of Trust Certificates to take any action authorized in Section 11.1, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed notice of such meeting within 20 days after receipt of such

request, then the Company or the holders of the Trust Certificates in the amount above specified may determine the time and place in the Borough of Manhattan, City and State of New York, for such meeting and may call such meeting by mailing notice thereof as provided in Section 11.2.

SECTION 11.4. Persons Entitled to Vote at Meeting. To be entitled to vote at any meeting of holders of Trust Certificates a person shall (a) be a holder of one or more Trust Certificates or (b) be a person appointed by an instrument in writing as proxy by a holder of one or more Trust Certificates. The only persons who shall be entitled to be present or to speak at any meeting of the holders of the Trust Certificates shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Company and its counsel.

SECTION 11.5. Determination of Voting Rights; Conduct and Adjournment of Meeting. Notwithstanding any other provision of this Agreement, subject to applicable law, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of holders of the Trust Certificates, in regard to proof of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit. Except as otherwise permitted or required by any such regulations, the holding of Trust Certificates shall be proved in the manner specified in Section 10.2 and the appointment of any proxy shall be proved in the manner specified in said Section 10.2 or by having the signature of the person executing the proxy witnessed or guaranteed by any bank, banker or trust company satisfactory to the Trustee.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by holders of the Trust Certificates as provided in Section 11.3, in which case the Company or the holders of the Trust Certificates calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the holders of a majority in principal amount of the Trust Certificates represented at the meeting and entitled to vote.

Subject to the provision of Section 10.3 at any meeting each holder of Trust Certificates or proxy shall be entitled to one vote for each \$1,000 principal amount of Trust Certificates held or represented by him; provided, however, that no vote shall be cast or counted at any meeting in respect of any Trust Certificate challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote except as a holder of Trust Certificates or proxy. Any meeting of holders of Trust Certificates duly called pursuant to the provisions of Section

11.2 or 11.3 may be adjourned from time to time and the meeting may be held as so adjourned without further notice.

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

SECTION 11.6. Counting Vote and Recording Action of Meeting. The vote upon any resolution submitted to any meeting of holders of Trust Certificates shall be by written ballots on which shall be subscribed the signatures of the holders of Trust Certificates or proxies and the serial number or numbers of the Trust Certificates held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of holders of Trust Certificates shall be prepared by the secretary of the meeting, and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts, setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 11.2. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots noted at the meeting.

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

SECTION 11.7. Call of Meeting Not to Affect Rights of Trustee and Holders of Trust Certificates. Nothing in this Article XI contained shall be deemed or construed to authorize or permit, by reason of any call of a meeting of holders of Trust Certificates or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the holders of Trust Certificates under any of the provisions of this Agreement or of the Trust Certificates.

ARTICLE XII

DISCHARGE AND SATISFACTION

SECTION 12.1. Termination of the Company's Obligations. The Company shall be deemed to have been discharged from its obligations with respect to the entire indebtedness on all of the Trust Certificates and the guaranty provided for by Section 7.1 on the date all the conditions set forth below are satisfied (hereinafter, "defeasance"). For this purpose, "defeasance" means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by the Trust Certificates and to have satisfied all its other obligations under this Agreement (including, without limitation, the guaranty under Section 7.1) (and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same) provided, however, that the following conditions have been satisfied:

(1) with respect to all outstanding Trust Certificates not theretofore delivered to the Trustee for cancellation, the Company shall have deposited or caused to be deposited with the Trustee as trust funds or obligations in trust an amount of:

(i) cash including, without limitation, funds received by the Trustee pursuant to the first paragraph of Section 5.4, Section 5.6 or Section 5.13; and

(ii) Government Securities.

in each case in an amount which, together with, as evidenced by a Certificate of a Firm of Independent Public Accountants delivered to such Trustee, the predetermined and certain income to accrue on any Government Securities when due (without the consideration of any reinvestment thereof) is sufficient to pay and discharge when due the entire indebtedness on all such outstanding Trust Certificates for unpaid principal (and premium, if any) and interest, if any, to the stated maturity or any Redemption Date, as the case may be;

(2) such deposit will not result in a breach or violation of, or constitute a default under, this Agreement or any other agreement or instrument to which the Company is a party or by which it is bound;

(3) no Event of Default or event which with the giving of notice or lapse of time, or both, would become an Event of Default with respect to the Trust Certificates shall have occurred and be continuing on the date of such deposit and no Event of Default under Section 6.1(i) or

Section 6.1(j) or event of which with the giving of notice or lapse of time, or both, would become an Event of Default under Section 6.1(i) or Section 6.1(j) shall have occurred and be continuing on the 91st day after such date; and

(4) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the defeasance contemplated in the Section have been complied with; and

(5) if the Trust Certificates are not to become due and payable at their stated maturity within one year of the date of such deposit or are not to be called for redemption within one year of the date of such deposit under arrangements satisfactory to such Trustee as of the date of such deposit, then the Company shall have given, not later than the date of such deposit, an Opinion of Counsel based on the fact that (x) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (y) since the date hereof, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and such opinion shall confirm that, the holders of the Trust Certificates will not recognize income, gain or loss for federal income tax purposes as a result of such deposit and defeasance and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred.

(b) Upon the satisfaction of all the conditions set forth in this Section 12.1 with respect to all the outstanding Trust Certificates, the terms and conditions of such outstanding Trust Certificates, including the terms and conditions with respect thereto set forth in this Agreement, shall no longer be binding upon, or applicable to, the Company, and the holders of the outstanding Trust Certificates shall look for payment only to the funds or obligations deposited with the Trustee pursuant to this Section 12.1; provided, however, that in no event shall the Company be discharged from (i) any payment obligations in respect of the Trust Certificates if such obligations continue to be valid obligations of the Company under applicable law, and (ii) from any obligations under Section 2.7, 5.10, 12.2, 9.14 and 9.9; and provided, further, that in the event a petition for relief under the Bankruptcy Act of 1978 or Title 11 of the United States Code or a successor statute is filed and not discharged with respect to the Company within 91 days after the deposit, the entire indebtedness on all Trust Certificates shall not be discharged, and in such event the Trustee shall return such deposited funds or obligations as it is then binding to the Company upon Request. Anything in this Section 12.1 to the contrary notwithstanding, the Trustee for the Trust Certificates

shall deliver or pay to the Company, from time to time upon the Company's request, any money or Government Securities held by it as provided in this Section 12.1 which, as expressed in a Certificate of a Firm of Independent Public Accountants delivered to such Trustee, are in excess of the amount thereof which would then have been required to be deposited for the purpose of which such money or Government Securities were deposited or received, provided such delivery can be made without liquidating any Government Securities.

SECTION 12.2. Application of Trust Money. The Trustee shall hold in trust money deposited with it pursuant to Section 12.1(a). It shall apply the deposited money in accordance with this Agreement to the payment of principal of and interest on the Trust Certificates.

SECTION 12.3. Reinstatement. If the Trustee is unable to apply any cash or Investment Securities in accordance with Section 12.1(a) by reason of any legal proceeding or by reason of any order or judgment by any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Agreement and the Trust Certificates shall be revived and reinstated as though no deposit had occurred pursuant to Section 12.1(a) until such time as the Trustee is permitted to apply all such cash or Investment Securities and the proceeds of the investment thereof in accordance with Section 12.1(a). In such event, the Trustee will invest all such cash or the proceeds from Investment Securities at the Company's Request in other Investment Securities and, upon written notice from the Company, return to the Company any cash or Investment Securities deposited with the Trustee pursuant to Section 12.1(a) or so reinvested. If the Company has made any payment of interest on or principal of any Trust Certificates because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the holders of such Trust Certificates to receive such payment from the cash or Investment Securities held by the Trustee.

ARTICLE XIII

SUPPLEMENTAL AGREEMENTS

SECTION 13.1. Supplemental Agreements Without Consent of Holders. Without the consent of the holders of any Trust Certificate, the Company, when authorized by a resolution of its Board of Directors, and the Trustee, at any time and from time to time, may enter into one or more agreements supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

- (a) to add to the covenants of the Company, for the benefit of the holders of the Trust Certificates, or to

surrender any right or power herein conferred upon the Company; or

(b) to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, or to make any other changes with respect to matters or questions arising under this Agreement provided such action shall not materially adversely affect the interest of the holders of the Trust Certificates; or

(c) to make provision for the designation of offices or agencies other than or in addition to the Corporate Trust Office, for the surrender of the Trust Certificates or registration of transfer, payment, exchange and redemption thereof and with respect to where notices or demands to or upon the Company under this Agreement may be made; or

(d) to comply with any requirements of the Securities and Exchange Commission in connection with the qualification of this Agreement under the Trust Indenture Act of 1939; or

(e) to add Collateral under this Agreement to the extent required by Section 5.6; or

(f) as may from time to time be reasonably necessary to give effect to Section 14.11.

A supplemental agreement authorized by the provisions of this Section 13.1 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 13.2.

SECTION 13.2. Supplemental Agreements With Consent of Holders. With the consent (evidenced as provided in Section 10.1) of the holders of not less than a majority 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 an agreement or agreements supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement (including but not limited to those relating to the mandatory redemptions required hereunder and the rentals relating thereto) or of any supplemental 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 agreement shall, without the consent of the holder of each outstanding Trust Certificate affected thereby:

(a) change the fixed maturity of the principal of, or any installment of interest on, any Trust Certificate, or change the dates upon which rentals are payable with respect to such principal at maturity or any installment of interest or mandatory redemption, or reduce the principal amount thereof or the interest thereon or any rentals payable with respect to such principal or interest or any mandatory redemption installment, or change any of the other terms of the mandatory redemption, or change the coin or currency in which any Trust Certificate or the interest thereon or any rentals relating thereto is payable, or impair the right to institute suit for the enforcement of 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 any Trust Certificate; or

(c) create any security interest with respect to the Trust Equipment, Leases or Lease Proceeds or other Collateral ranking prior to, or on a parity with, the security interest created by this Agreement or deprive any holder of the benefit of the security interest created by this Agreement in all or any part of the Trust Equipment, Leases or Lease Proceeds or other Collateral; or

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

(e) modify any of the provisions of this Section 13.2, or Sections 6.4 or 13.3, except to increase any such percentage or to provide that certain other provisions of this Agreement cannot be modified or waived without the consent of the holder of each Trust Certificate affected thereby.

It shall not be necessary for the consent of the holders under this Section 13.2 to approve the particular form of any proposed supplemental agreement, but it shall be sufficient if such consent shall approve the substance thereof.

SECTION 13.3. Effect of Supplemental Agreements. Upon the execution of any supplemental agreement pursuant to the provisions of this Article XIII, this Agreement shall be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Agreement of the Trustee, the Company and the holders of Trust Certificates shall thereafter be determined, exercised and enforced hereunder subject in all respects to such

modifications and amendments, and all the terms and conditions of any such supplemental agreement shall be and be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

SECTION 13.4. Reference in Trust Certificates to Supplemental Agreements. Trust Certificates issued and delivered after the execution of any supplemental agreement pursuant to the provisions of this Article XIII, or after any action taken at a meeting of holders pursuant to Article XI, may bear a notation in form approved by the Trustee as to any matter provided for in such supplemental agreement or as to any action taken at any such meeting; and, in such case, suitable notation may be made upon outstanding Trust Certificates after proper presentation and demand. If the Trustee shall so determine, new Trust Certificates so modified to conform, in the opinion of the Trustee and the Board of Directors of the Company, to any modification of this Agreement contained in any such supplemental agreement, or any action taken at any such meeting, may be prepared by the Trustee and executed by the Trustee, and the Company shall place its guaranty thereon and such new Trust Certificates may be delivered in exchange for the Trust Certificates then outstanding, without cost to the holders thereof, upon surrender of such Trust Certificates.

SECTION 13.5. Opinion of Counsel and Officers' Certificate. The Trustee, subject to the provisions of Section 9.2, shall receive an Opinion of Counsel and an Officers' Certificate as conclusive evidence that any supplemental agreement executed pursuant to this Article XIII is authorized or permitted by the terms of this Agreement and that it is not inconsistent herewith.

SECTION 13.6. Conformity with Trust Indenture Act of 1939. Each supplemental agreement executed pursuant to this Article XIII shall conform to the requirements of the Trust Indenture Act.

SECTION 13.7. Trustee to Execute Supplemental Agreements. Upon the Request of the Company, accompanied by a copy of a resolution of its Board of Directors authorizing the execution of any such supplemental agreement, and, if pursuant to Section 13.2, 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 agreement unless such supplemental agreement affects the Trustee's own rights, duties or immunities under this Agreement or otherwise, in which case the Trustee may in its discretion but shall not be obligated to enter into such supplemental agreement.

ARTICLE XIV

MISCELLANEOUS

SECTION 14 1. Rights Confined to Parties and Holders.

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

SECTION 14.2. No Recourse. No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any shareholder, officer or director of the Company, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the shareholders, officers or directors of the Company, as such, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in said guaranty, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such shareholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and said guaranty.

SECTION 14.3. Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein. Upon any application, demand or Request by the Company to the Trustee to take any action under any of the provisions of this Agreement (other than the issuance of Trust Certificates) and upon request of the Trustee, the Company shall furnish to the Trustee an Officers' Certificate and opinion of counsel complying with the provision of Section 314 of the Trust Indenture Act.

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

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

SECTION 14.4. Conflict of Any Provision of Agreement with Trust Indenture Act. If and to the extent that any provision of this Agreement limits, qualifies or conflicts with another provision included in this Agreement which is required to be included herein by any of Sections 310 to 317, inclusive, of the Trust Indenture Act, such required provision shall control, except for releases of Collateral made in accordance with Section 5.11(f).

SECTION 14.5. Binding Upon Assigns. Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 14.6. Notices. (a) Except as provided in Section 6.1(c), (d) and (e), 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 first class mail to (i) the Company at its office at 3301 Rider Trail South, Earth City, Missouri 63045, Attn: Secretary, or such other address as may hereafter be furnished to the Trustee in writing by the Company and, (ii) in the case of the Trustee, to its office at 2 Rector Street, New York, New York 10005, Attention: Corporate Trust Department.

(b) The Company shall provide to each Rating Agency each notice required hereunder to be provided by the Company to the holders of the Trust Certificates or the Trustee. Such notices, if given to S&P, shall be given to it at its office at 25 Broadway, New York, New York 10004, Attention: Ratings Surveillance and, if given to S&P, shall be given to it at its office at One State Street Plaza, New York, New York, 10004, Attention: Ratings Surveillance.

SECTION 14.7. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 14.8. Counterparts. This Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 14.9. Date Executed. This Agreement shall be deemed to have been executed on the date of the acknowledgement thereof by the officer of the Trustee who signed it on behalf of the Trustee.

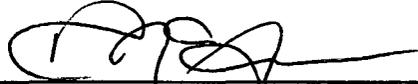
SECTION 14.10. GOVERNING LAW. THIS AGREEMENT AND EACH TRUST CERTIFICATE (INCLUDING THE GUARANTY OF THE COMPANY ENDORSED THEREON), INCLUDING THE VALIDITY THEREOF, SHALL BE GOVERNED BY

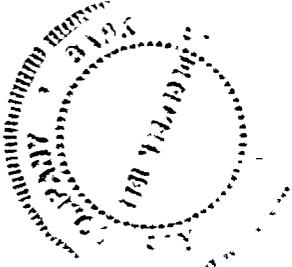
AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 14.11. Registered Exchange Offer; Certain Matters Regarding Holders of Trust Certificates and Holders of New Trust Certificates. Pursuant to the Registration Rights Agreement, it is contemplated that, in order to effect the Registered Exchange Offer, the Company will use all reasonable efforts to cause to become effective a registration statement with respect to New Trust Certificates having terms identical in all material respects to the terms of the Trust Certificates. In connection therewith, the Company shall amend this Agreement pursuant to Section 13.1 either (a) to permit both the Trust Certificates and any such New Trust Certificates to be issued hereunder or (b) to cause this Agreement to be in substantial conformity with the equipment trust agreement pursuant to which the New Trust Certificates are issued. Whenever any provision of this Agreement provides for the holders of the Trust Certificates to receive any payment hereunder or be subject to the payment priority sections hereof or to vote and/or consent on any matter, the holders of the Trust Certificates will receive such payment or be subject to such payment priority and will vote and/or consent on any and all such matters, in each case, together with the holders of the New Trust Certificates as one class, and neither the holders of the Trust Certificates nor the holders of the New Trust Certificates will have priority with respect to any payment over the other holders or will have the right to vote and/or consent as a separate class on any matter.

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

BANKAMERICA NATIONAL
TRUST COMPANY, Trustee

By 
Vice President



[CORPORATE SEAL]

Attest:


Trust Officer

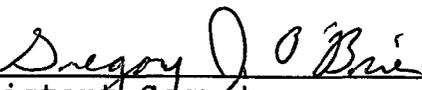
AMERICAN GAR LINE COMPANY

By 
President



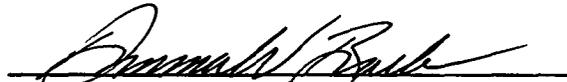
[CORPORATE SEAL]

Attest:


Assistant Secretary

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

On this 27th day of April, 1993, before me personally came Lawrie E. Tighe, to me known, who, being by me duly sworn, says that he resides at 2688 Sunny Meadows Drive, St. Charles, MO, that he is President of AMERICAN CAR LINE COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

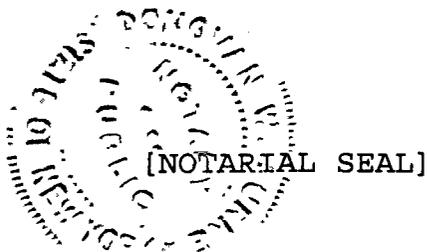

Notary Public



DONOVAN W BURKE
NOTARY PUBLIC, State of New York
No. 60-4997082
Qualified in Westchester County
Certificate filed in New York County
Commission Expires June 1, 1994

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

On this 27th day of April, 1993, before me personally came Ken McGraw, to me known, who, being by me duly sworn, says that he resides at 156 Pondfield Road, Bronxville, New York, that he is a Vice President of BANKAMERICA NATIONAL TRUST COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.





Notary Public

DONOVAN W. BURKE
NOTARY PUBLIC, State of New York,
No. 60-4997082
Qualified in Westchester County
Certificate filed in New York County
Commission Expires June 1, 1994

SCHEDULE I

QTY	AAR DESIG	CAR NUMBERS
50	C614	45201-45250
2	C614	45186, 45187
25	T105	94247-94264, 94266 94268, 94270, 94275-94277
10	T105	94265, 94269, 94271-94274, 94278-94281
36	T544	73752-73759
	T564	73760-73764
	T563	73868-73872
	T054	73906-73923
30	T907	94362-94391
16	T105	73439-73448, 73493-73498
24	T105	94470-94493
3	T105	73903-73905
5	C614	45302-45306
10	C614	45308-45317
2	C614	45253, 45254
3	C614	45299-45301
1	C614	45251
100	T054	94688-94737, 94778-94827
20	T105	73733-73742, 73858-73867
50	T108	94531 94580
10	T954	94460-94469
10	C614	45191-45200
50	C614	45520-45569
10	C614	45178-45185, 45188, 45189
15	C614	45442-45456
1	T106	73033
5	C214	41407, 41415, 41419, 41426, 41427
9	C214	41404, 41430, 41445, 41446, 41448, 41460, 41466-41468
12	C614	45604-45607, 45609, 45610, 45617, 45618, 45620-45622, 45624
12	C614	45608, 45611-45616, 45619, 45623, 45625-45627
100	C614	45628-45727
1	T863	73499
7	T054	73483, 73484, 73488-73492
12	T095	73701-73710,
	T105	73768, 73769
10	T105	94628-94637
3	T106	73924-73926
4	C214	67089-67091, 67104
36	T105	94171-94176,
	T104	94177-94206
24	T105	94394-94417
201	C214	68517-68679, 68681-68683, 68685-68689, 68691- 68698, 68700-68702, 68705, 68706, 68710-68715, 68717-68721, 68723, 68725, 68728, 68730-68732
10	T564	73578-73582, 73584-73586, 73589, 73591
56	T564	73583, 73587, 73588, 73590, 73592-73626, 73650-73666
2	T426	73543, 73544
1	C614	51997
15	C614	45073-45087
1	C614	45190

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30	T053	*101078, 101082, 101085-101087, 101092-101094, 101100, 101104,
	C614	45269-45271, 45273-45275, 45277, 45278, 45282-45285, 45289-45293, 45295-45297
20	C614	45498-45517
20	C614	45571-45590
10	T105	94430-94439
22	T055	94602-94623
17	T104	94440, 94443-94458
11	T108	73449-73459
3	T106	94524-94526
4	C614	45116-45119
1	C614	45457
20	C314	41405, 41406, 41409, 41411, 41414, 41416-41418, 41420, 41423, 41431, 41434, 41436, 41464, 41469, 41471, 41474, 41476, 41477, 41479
6	C614	45410-45415
8	C614	45416-45423
3	C614	45424-45426
5	C614	45728-45732
12	C614	45257-45268
60	C314	68442-68501
47	C614	45318-45364
1	C214	68773
29	C214	68339, 68341, 68343-68347, 68349-68352, 68354, 68356-68361, 68364, 68368, 68370-68373, 68376, 68377, 68379, 68387, 68392
71	C214	68219, 68340, 68342, 68348, 68353, 68355, 68362, 68363, 68365-68367, 68369, 68374, 68375, 68378, 68380-68386, 68388-68391, 68393-68419, 68421-68438
6	C214	68502-68507
30	T544	73770-73799
1	C614	45427
4	C614	45599-45602
7	C214	67175, 67190, 67204, 67282, 67283, 67306, 67313
4	C214	67383, 67438, 67449, 67465
1	C214	65649
106	C214	67151, 67154-67159, 67163, 67167, 67169-67171, 67174, 67181, 67184-67189, 67191, 67193, 67194, 67197, 67199-67203, 67206, 67207, 67210-67216, 67220-67224, 67226-67228, 67230, 67231, 67233, 67234, 67236, 67240, 67242-67244, 67246, 67247, 67251, 67254, 67256, 67258, 67259, 67262-67266, 67268-67270, 67273-67277, 67281, 67286-67288, 67291, 67294, 67296, 67298-67301, 67304, 67309, 67312, 67315, 67320, 67322, 67323, 67326, 67328, 67330, 67333, 67335-67338, 67341, 67342, 67344, 67347, 67349
74	C214	67311, 67316, 67345, 67382, 67384-67386, 67388-67390, 67393, 67394, 67396, 67398, 67400-67403, 67405-67430, 67432, 67434-67437, 67439-67447, 67450-67464, 67466
19	T104	73357-73366, 73368, 73370-73375, 73377, 73379
9	T104	73367, 73369, 73376, 73378, 73380-73384

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16	T054	73873-73888
3	T108	73969-73971
5	T108	73982-73986
12	T108	94418-94429
4	T107	94527-94530
20	T107	94581-94588, 94590-94601
8	T094	94638-94645
14	T104	94653, 94657, 94658, 94660, 94662-94666, 94668-94670, 94677, 94684
10	T055	73723-73732
27	T107	73330-73356
7	C614	45428-45434
10	C712	28517-28526
26	T106	73765-73767
	T105	73889-73902, 73927
	T055	73961-73968
4	T105	94624-94627
2	T103	94776-94777
10	C614	45061-45070
10	T105	73972-73981
15	C164	45395-45409
1	C614	45570
5	C614	45734-45738
5	C614	45756-45760
18	C114	68220-68237
4	T945	94828-94831
67	C614	45059, 45060, 45071, 45072, 45120-45152, 45365-45394
21	C614	45458-45471, 45473, 45593-45598
230	C214	66269, 66417, 66436, 66450, 66459, 66461, 66467-66470, 66473, 66481, 66484-66500, 66502-66505, 66507-66510, 66526, 66533, 66535, 66542, 66545, 66546, 66549-66584, 66589-66592, 66594-66602, 66605-66650, 67593-67630, 67635-67647, 67651-67675, 67680-67690, 67698, 67702-67705
19	C214	67631-67634, 67649-67650, 67676-67679, 67691-67697, 67699, 68040
5	T106	73031, 73032, 73056, 73066, 73067
130	C214	68101-68165, 68202-68204, 68206-68218
	T107	73946-73960, 94207-94246
26	T106	73099-73124
11	T103	73987-73997
7	C614	45435-45441
80	T104	94282-94361
17	C314	28500-28516
2	T055	94392, 94393
4	C614	45112-45115
30	T105	94494-94523
1	C614	45307
10	T105	73385-73394
18	T055	73928-73945

2585 Total * All car numbers are initialled ACFX except for these 10 cars which are initialled 000.

SCHEDULE II

Permitted Liens

The Lien of taxes, assessments or governmental charges or levies which are not at the time delinquent and mechanics', materialmen's, suppliers', warehousemen's and similar Liens for services or materials for which payment is not overdue or the payment of which is being contested in good faith by appropriate proceedings, and for which, to the extent required by generally accepted accounting principles, adequate reserves have been set aside.

FORM OF PURCHASE LETTER FOR
INSTITUTIONAL ACCREDITED INVESTORS

American Car Line Company
3301 Rider Trail South, Suite 123
Earth City, Missouri 63045-1393

Shearson Lehman Brothers Inc.
American Express Tower
World Financial Center
New York, New York 10285

Ladies and Gentlemen:

In connection with our purchase of \$ principal amount of 8-1/4% Equipment Trust Certificates, Series 1993-A, due April 15, 2008 (the "Certificates") of American Car Line Company (the "Company"), we represent, warrant and agree as follows:

1. The Certificates have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act.

2. We are an institutional investor that is an "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act). We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Certificates; and we and any accounts for which we are acting are each able to bear the economic risk of our or its investments.

3. We are acquiring the Certificates purchased by us for our own account or for one or more accounts (each of which is an institutional "accredited investor") as to each of which we exercise sole investment discretion and for each of which we are acquiring not less than \$1,000,000 total principal amount of Certificates.

4. We have received and reviewed the Offering Memorandum dated April 20, 1993 (the "Memorandum") relating to the Certificates. We have received adequate information concerning the Company and the Certificates to make an informed investment decision with respect to our purchase of the Certificates.

5. We understand that the Certificates are being sold to us pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Subject to paragraph 6 hereof, we are not purchasing the

Certificates with a view to the resale, distribution or other disposition thereof, it being understood, however, that the disposition of our property shall at all times be and remain within our control.

6. If, within three years after the original issuance of the Certificates, we should decide to dispose of any Certificates, we shall not offer, sell, transfer, pledge, hypothecate or otherwise dispose of any Certificates except:

(a) to the Company;

(b) inside the United States to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) in compliance with Rule 144A;

(c) inside the United States to an institutional investor that (i) is an "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) and (ii) prior to such transfer, furnishes to BankAmerica National Trust Company, as Trustee, a signed letter substantially to the effect hereof (the form of which can be obtained from such Trustee); or

(d) outside the United States in compliance with Rule 904 under the Securities Act.

We shall provide to any person purchasing any Certificates from us a notice advising such purchaser that transfers of the Certificates are restricted as set forth herein.

7. We understand that, prior to any proposed transfer of any Certificates to an institutional accredited investor within three years after the original issuance of the Certificates, we shall be required to furnish to BankAmerica National Trust Company, as Trustee, and the Company such certifications, legal opinions or other information as they may reasonably require to confirm that the proposed transfer is being made pursuant to an exemption from, or in a transaction not subject to, registration requirements of the Securities Act.

8. We understand that the certificates representing the Certificates will, until the third anniversary of the original issuance of the Certificates or upon the earlier satisfaction of BankAmerica National Trust Company, as Trustee, that such Certificates have been or are being offered and sold in compliance with Rule 904 under the Securities Act, bear a legend substantially to the effect set forth in paragraphs (1), (6) and (7) hereof.

9. We shall preserve copies of this letter and all related letters, certifications, legal opinions, notice and other documents, and upon request shall furnish you with copies thereof. You are entitled to rely on such documents, and we irrevocably authorize you to produce such documents in connection

with an administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

10. As used herein, the term "United States" has the meaning given to it by Regulation S under the Securities Act.

Very truly yours,

(Name of Purchaser)

By: _____

Date: _____