Taylor, Morell & Gitomer

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June 10, 1993

RECORDATION NO. 8989-C FILED 1425

JUN 10 1993 1.25 AM

INTERSTATE COMMERCE COMMISSION

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary Strickland:

I have enclosed the original and five certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11303.

The document is an Amendment to Trust Agreement (F.I. No. 6), a secondary document, dated as of May 26, 1993. The primary documents to which this document is connected are recorded under Recordation Nos. 8988, 8989, and 14704. We request that this document be recorded under Recordation Nos. 8988-D, 8989-C, and 14704-D.

The names and addresses of the parties to the Amendment to Trust Agreement (F.I. No. 6) as follows:

Trustee:

The First National bank of Chicago
One First National Plaza
Chicago, IL 60670

Transferor:

Ford Motor Credit Company
P.O. Box 1729
Dearborn, MI 48121

Transferee:

GATX Capital Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the document consists of: (1) 95 100-ton 4,650 cubic foot covered hopper cars numbered FLIX 500-509, 511-515, 517, 519-543, 545-565, and 567-599, all inclusive; and (2) 13 13,000 gallon super phosphoric

acid tank cars numbered FLIX 2503-2504, 2507-2510, 2513, and 2515-2520, all inclusive. The following cars are casualties FLIX 510, 516, 518, 544, 566, 2505, 2506, 2511, 2512, and 2514.

A fee of $48.00 is enclosed. Please return the original and two certified copies to:

Louis E. Gitomer
Taylor, Morell & Gitomer
Suite 210
919 18th Street, N.W.
Washington, DC 20006

A short summary of the document to appear in the index follows: a Amendment to Trust Agreement (F.I. No. 6), dated May 26, 1993, between The First National Bank of Chicago, One First National Plaza, Chicago, IL 60670, Ford Motor Credit Company, P.O. Box 1729, Dearborn, MI 48121, and GATX Capital Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering: (1) 95 100-ton 4650 cubic foot covered hopper cars numbered FLIX 500-509, 511-515, 517, 519-543, 545-565, and 567-599, all inclusive; and (2) 13 13,000 gallon Super Phosphoric Acid Tank Cars numbered FLIX 2503-2504, 2507-2510, 2513, and 2515-2520, all inclusive.

Very Truly Yours,

Louis E. Gitomer
Counsel for
GATX Capital Corporation

RECORDATION NO. 8989-C FILED 1425
JUN 10 1993 1-25AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT TO TRUST AGREEMENT
(F. I. No. 6)

AMENDMENT NO. 1 TO TRUST AGREEMENT, dated as of May 26, 1993, by and among The First National Bank of Chicago, as Trustee, Ford Motor Credit Company, as successor by merger to The American Road Equity Corporation, as Transferor Owner, and GATX Capital Corporation, as Transferee Owner.

WHEREAS, the Trustee and the Transferor Owner are parties to that certain Trust Agreement F. I. No. 6, dated as of September 1, 1977, in the form attached hereto (the "Trust Agreement"), under which the Trustee is the lessor of certain railcars to Farmland Industries, Inc. under an Equipment Lease dated as of September 1, 1977, as extended by a letter agreement dated January 15, 1993; and

WHEREAS, the Transferor Owner has sold and assigned as of the date hereof all of its right, title and interest in and to the Trust Agreement to the Transferee Owner;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. On and as of the date hereof, the Transferee Owner is hereby substituted for the Transferor Owner as the "Trustor" under the Trust Agreement for all purposes thereof, except as herein set forth.

2. The Transferee Owner hereby assumes and undertakes all of the duties, obligations and indemnities of the "Trustor" under the Trust Agreement, effective on and after the date hereof, and hereby confirms that it is a party to the Trust Agreement and each other related transaction document to which the "Trustor" is party.

3. The Transferor Owner hereby ratifies and confirms that it is and shall remain responsible for all such duties, obligations and indemnities required to be performed by it prior to the date hereof.

4. The Trustee hereby consents to the substitution of the Transferee Owner for the Transferor Owner as the "Trustor" under the Trust Agreement.

5. Transferor Owner and the Trustee hereby confirm that the Trust Agreement is, and shall remain, in full force and effect, as amended hereby.

6. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in counterpart by their respective officers thereunto duly authorized on the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO,
not individually, but solely as Trustee

By: _____

Title: Vice President

FORD MOTOR CREDIT COMPANY,
as Transferor Owner

By: United States Leasing International, Inc.,
as Authorized Agent

By: _____
Vice President-Asset Remarketing

GATX CAPITAL CORPORATION,
as Transferee Owner

By: _____
Vice President-Corporate Finance

CORPORATE ACKNOWLEDGEMENT

State of Illinois)

County of Cook)

On May 26, 1993 before me, Noreen T. Scaife, personally appeared R. D. Manella, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon whose the behalf which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)
(Notary)

" OFFICIAL SEAL "
NOREEN T SCAIFE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 11/19/94

GATX CAPITAL CORPORATION:

State of California)
)
City and County of San Francisco)

On May 25, 1993 before me, Les S. Leventhal, personally appeared Karen V. Lithgow, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity, and that by ~~his~~/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Les S. Leventhal (Seal)

LES S. LEVENTHAL
COMM. # 974119
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires SEP 24, 1996

U.S. LEASING INTERNATIONAL, INC.:

State of California)
)
City and County of San Francisco)

On May 25, 1993 before me, Les S. Leventhal, personally appeared Bruce E. Blosat, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Les S. Leventhal (Seal)

LES S. LEVENTHAL
COMM. # 974119
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires SEP 24, 1996

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy of the original Amendment to Trust Agreement (F.I. No. 6) dated as of May 26, 1993, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Louis E. Gitomer
June 10, 1993

TRUST AGREEMENT

RE:

FARMLAND INDUSTRIES, INC.
(F.I. Trust No. 6)

TRUST AGREEMENT dated as of September 1, 1977 between THE FIRST NATIONAL BANK OF CHICAGO, as trustee hereunder (the "Trustee") and AMERICAN ROAD EQUITY CORPORATION (the "Trustor");

R E C I T A L S:

A. Farmland Industries, Inc., a Kansas cooperative corporation (the "Lessee") desires to lease certain railroad equipment (collectively the "Items of Equipment" or "Equipment" and individually an "Item of Equipment" or "Item") which is being manufactured by Union Tank Car Company and ACF Industries, Incorporated (collectively the "Manufacturers" and individually a "Manufacturer"). The Equipment is described in Schedule A and Schedule B attached to the Conditional Sale Agreement referred to in paragraph B hereof.

B. The Trustor desires to create a trust ("the Trust" or "this Trust") for the purpose of acquiring the Equipment under a Conditional Sale Agreement with the Manufacturers, leasing the Equipment to the Lessee and receiving certain benefits which will accrue to the Trustor as provided for herein and therefore requests THE FIRST NATIONAL BANK OF CHICAGO to serve as Trustee hereunder.

C. The Trustee is willing to accept the duties and obligations imposed hereunder.

D. It is contemplated that the Manufacturers will finance the conditional sale indebtedness created under said Conditional Sale Agreement by assigning their right, security title and interest in and to the Equipment and the Conditional Sale Agreement to THE FIRST NATIONAL BANK OF CHICAGO, as Assignee (the "Assignee") under an Agreement and Assignment (the "Assignment") substantially in the form of the Agreement and Assignment attached hereto as Exhibit D, and that the Assignee will enter into a Finance Agreement (the "Finance

Agreement") substantially in the form of Exhibit E attached hereto with the Lessee and an institutional investor (the "Term Investor") providing, among other things, for the reassignment on January 17, 1978 (the "Reassignment Date") of the right, security title and interest in and to the Equipment and the Conditional Sale Agreement by the Assignee to the Term Investor pursuant to a Reassignment (the "Reassignment") substantially in the form of Exhibit 1 to the Finance Agreement.

E. Concurrently with the execution and delivery of this Trust Agreement by the Trustor, the Lessee and the Trustor have entered into a Tax Indemnity Agreement substantially in the form attached hereto as Exhibit F providing for indemnification by the Lessee against the loss of certain tax benefits contemplated to accrue to the Trustor.

NOW, THEREFORE, THE PARTIES HEREBY AGREE as follows:

Section 1. Directions to Execute Documents. The Trustor hereby authorizes and directs the Trustee, solely on behalf of the Trust, to enter into, execute and deliver:

1.1. A Conditional Sale Agreement (the "Conditional Sale Agreement") with the Manufacturers substantially in the form of Exhibit A attached hereto providing for the sale by the Manufacturers and the purchase by the Trustee of the Equipment.

1.2. An Equipment Lease (the "Lease") with the Lessee substantially in the form of Exhibit B attached hereto, providing for the lease of the Equipment to the Lessee.

1.3. A Bank Agreement (the "Bank Agreement") with The First National Bank of Chicago (the "Bank") substantially in the form of Exhibit C attached hereto, providing for the borrowing by the Trustee from the Bank of interim funds in an amount equal to 37.00% of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment.

1.4. All such other documents and to do all such things and take all such action as may be necessary or convenient to consummate the transactions and to perform the terms and conditions of this Trust, all as contemplated herein or in the documents referred to herein.

The documents and agreements referred to in this Section 1 are hereinafter sometimes referred to as the "Operative Agreements".

Section 2. Declaration of Trust. The Trustee hereby declares and agrees to execute and hold all its right, title

and interest in and to the Conditional Sale Agreement and the Lease, the Equipment therein referred to, and all rights, powers and privileges and other benefits of the Trustee thereunder, including but not limited to all rental, casualty occurrence and other payments and proceeds received under the Lease and after the termination thereof with respect to any of the Equipment as the result of a sale, lease or other disposition thereof or otherwise and all other moneys, proceeds or property at any time received by the Trustee, as provided under the Lease, or from the Trustor (all of the foregoing being herein called the "Trust Estate"), in and subject to this Trust for the use and benefit of the Trustor.

Section 3. Limitations on Authority of Trustee With Respect to the Trust Estate. Except to execute and deliver the Operative Agreements and to exercise and carry out or cause to be exercised and carried out the rights, duties and obligations of the Trustee thereunder, the Trustee shall have no power, right, duty or authority to manage, control, possess, sell, lease, dispose of or in any other manner deal in or with the Equipment or any part thereof at any time conveyed to or vested in or registered or otherwise standing in the name of the Trustee. Except to receive, collect and distribute and deal with the proceeds of the Lease and with the Equipment and the proceeds thereof as in the Lease and in this Trust Agreement set forth, unless directed by the Trustor, the Trustee shall have no power, right, duty or authority to deal with any other property at any time constituting part of the Trust Estate. It is understood, however, that nothing in this Section 3 contained shall be deemed to limit or restrict the power and authority of the Trustee, as Lessor under said Lease, to enforce the terms and provisions of the Lease, to collect and receive rentals and other sums payable thereunder and otherwise to exercise the rights, powers and privileges of the Lessor as provided for by the Lease to the fullest extent permitted by applicable law.

Section 4. Advances by the Trustor.

4.1. In the event the Bank shall for any reason fail on any Closing Date under the Conditional Sale Agreement to advance to the Trustee an amount equal to 37.00% of the Purchase Price (as defined in the Conditional Sale Agreement) of the Items of Equipment for which settlement is to be made on such Closing Date in accordance with the terms and provisions of the Conditional Sale Agreement and the Assignment, then the Trustor shall advance funds in such amount to the Trustee on such date in Federal Reserve or otherwise immediately available funds at The First National Bank of Chicago, One

First National Plaza, Chicago, Illinois 60670, at 12:00 Noon Chicago time, provided that the advances of the Trustor to be made under this Section 4.1 shall not exceed $1,709,400 in aggregate amount.

4.2. On the Reassignment Date under the Finance Agreement the Trustor will advance funds to the Trustee in an amount equal to 37.00% of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment for which settlement has been made in accordance with the terms and provisions of the Conditional Sale Agreement and the Assignment, less the aggregate amount of advances made pursuant to Section 4.1 hereof, in Federal Reserve or otherwise immediately available funds at The First National Bank of Chicago at its address set forth in Section 4.1 at 12:00 Noon Chicago time, provided that the advances of the Trustor to be made under this Section 4.2 shall not exceed $1,709,400 in aggregate amount, less the aggregate amount of advances made by the Trustor pursuant to Section 4.1 hereof. The Trustee will provide the Trustor with not less than five business days' prior written notice of the amount to be advanced by the Trustor on such date.

4.3. If the Term Investor shall for any reason fail to purchase the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) from the Assignee on the Reassignment Date pursuant to Section 3 of the Finance Agreement, the Trustor will on such date advance funds to the Trustee in an amount equivalent to the Conditional Sale Indebtedness in Federal Reserve or otherwise immediately available funds at The First National Bank of Chicago at its address set forth in Section 4.1 hereof at 12:00 Noon Chicago time for application in accordance with Section 3.11 of the Conditional Sale Agreement, provided that the advances of the Trustor to be made under this Section 4.3 shall not exceed $2,910,600 in aggregate amount.

Section 5. Distributions.

5.1. Collections and Remittances by the Trustee. The Trustee agrees that, subject to the provisions of this Trust Agreement, it will during the term of this Trust administer the Trust Estate, and take steps to collect the rent and other sums payable to the Trustee by the Lessee under the Lease. The Trustee agrees to distribute to the Trustor all proceeds received from the Trust Estate which under the terms hereof are distributable to the Trustor. The Trustee shall make such distribution from time to time as such proceeds are received by the Trustee and are available for distribution, it being understood and agreed that the Trustee shall not be obligated to make such distribution until the funds for such distribution have been received by the Trustee in cash or

solvent credits acceptable to it. All distributions to the Trustor shall be made by wire transfer of immediately available funds by the Trustee to the Trustor at Manufacturers National Bank of Detroit, 100 Renaissance Center, Detroit, Michigan, C&I Payment Account No. 100-094-350, or to such other bank in the continental United States for the account of the Trustor as the Trustor from time to time shall have directed the Trustee in writing.

5.2. Distributions after Default. Subject to the terms of Section 6.4 hereof, the proceeds received by the Trustee from the exercise of any remedy under the Lease shall, after the deduction of all expenses and disbursements of or made by the Trustee in connection with the exercise of such remedy, including fees and expenses of the Trustee and its counsel, be distributed to the Trustor. When all of the Trust Estate has been disposed of by the Trustee upon any default and all of the net proceeds thereof have been distributed as aforesaid, then this Trust shall cease and terminate.

5.3. Effect of Sales by Trustee. Any sale of all or any part of the Trust Estate by the Trustee hereunder shall bind the Trustor and shall be effective for the benefit of the purchasers and their respective successors and assigns to divest and transfer all right, title and interest vested in the Trustee or the Trustor hereunder in the property so sold and no purchaser shall be required to inquire as to compliance by the Trustee with any of the terms hereof or to see to the application of any purchase money therefor.

5.4. Effect of Operative Agreements. All duties, rights, obligations and liabilities of the Trustee provided for in this Section 5 are subject to the terms and conditions of the Operative Agreements and the rights and interests of the other parties to the Operative Agreements under such Agreements.

Section 6. Certain Provisions Respecting the Trustee.

6.1. Acceptance of Trusts and Duties. The Trustee accepts the trusts hereby created and agrees to perform the same as herein expressed. Notwithstanding anything to the contrary contained in this Agreement, the Trustee hereby agrees to receive and disburse all monies actually received by it constituting a part of the Trust Estate upon the terms set forth in this Agreement and, in so doing, to exercise the same degree of care and skill as is customarily exercised by similar institutions in the receipt and disbursement of monies under similar circumstances.

6.2. Notice of Events of Default. In the event the Trustee shall have actual knowledge of an Event of Default (as defined in the Lease or the Conditional Sale Agreement), the Trustee shall give prompt written notice of such Event

of Default to the Trustor by certified mail, postage prepaid. Subject to the terms of Section 6.4 and the rights of the other parties to the Operative Agreements under such Agreements, the Trustee shall take such action with respect to such Event of Default as shall be specified in written instructions from the Trustor. For all purposes of this Trust Agreement and the Lease, in the absence of actual knowledge, the Trustee shall not be deemed to have knowledge of an Event of Default unless notified in writing by the Trustor.

6.3. Action Upon Instructions. Subject to the terms of Sections 6.2 and 6.4 hereof and the rights of the other parties to the Operative Agreements under such Agreements, upon the written instructions at any time and from time to time of the Trustor, the Trustee will take such of the following action as may be specified in such instructions:

(i) give such notice or direction or exercise such right or power under the Lease as shall be specified in such instructions;

(ii) approve as satisfactory to the Trustee all matters required by the terms of the Lease to be satisfactory to the Trustee; and

(iii) after the expiration of the term or any extended term of the Lease with respect to an Item of Equipment convey all of the Trustee's right, title and interest in and to such Item for such amount, on such terms and to such purchaser or purchasers as shall be designated in such instructions, or otherwise dispose of such Item on such terms as shall be designated in such instructions, provided that if instructions for the sale or other disposition of such Item have not been delivered to the Trustee prior to the expiration of the term or any extended term of the Lease, the Trustee shall transfer title to such Item to the Trustor.

6.4. Certain Duties and Responsibilities of Trustee.

(a) Except during the continuance of an Event of Default (as defined in the Lease or the Conditional Sale Agreement):

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth herein and in the Lease and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee, and the Trustee agrees that it will not manage, control, use, sell, dispose of or otherwise deal with any Item of

Equipment or any other part of the Trust Estate, except as required by the terms of the Operative Agreements and as otherwise provided herein; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Trust Agreement; but in the case of any such certificates or opinions which by any provisions 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 Trust Agreement.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in the Trustee by this Trust Agreement, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c) No provision hereof shall be construed to relieve the Trustee of liability for any misrepresentation or breach of warranty under Section 6.6 hereof or for the gross negligent action, the gross negligent failure to act or the willful misconduct of the Trustee, except that:

(i) this subsection shall not be construed to limit the effect of subsection (a) of this Section 6.4;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer (as hereinafter defined) of the Trustee, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts;

(iii) 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 Trustor pursuant to the express provisions hereof; and

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

(d) Whether or not therein expressly so provided, every provision of this Trust 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 6.4.

6.5. Certain Rights of the Trustee. Except as otherwise provided in Section 6.4 hereof:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document related to the transaction contemplated hereby believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) Any request, direction or authorization by the Lessee shall be sufficiently evidenced by a request, direction or authorization in writing, delivered to the Trustee, and signed in the name of the Lessee by the Chairman of the Board, the President, any Vice President, the Treasurer or the Secretary of the Lessee; and any resolution of the Board of Directors or committee thereof of the Lessee shall be sufficiently evidenced by a copy of such resolution certified by the Secretary or an Assistant Secretary of the Lessee to have been duly adopted and to be in full force and effect on the date of such certification, and delivered to the Trustee.

(c) Whenever in the administration of this Trust 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 rely upon a certificate in writing, delivered to the Trustee and signed by the Chairman of the Board, President, any Vice President, the Treasurer or the Secretary of the Lessee.

(d) The Trustee may if reasonably required exercise its powers and perform its duties by or through such attorneys, agents and servants as it shall appoint; and it shall be entitled to the advice of counsel and shall be protected by the advice of such counsel in anything done or omitted to be done in accordance with such advice.

(e) The Trustee shall not be under any obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustor,

unless in making such request or direction the Trustor shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) 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 or other paper or document related to the transaction contemplated hereby, but the Trustee may (but under no circumstance shall be required to unless directed by the Trustor in writing) make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books and records of the Lessee to reasonably determine whether the Lessee is in compliance with the terms and conditions of the Lease and to examine the Equipment, personally or by agent or attorney.

(g) Without limiting the generality of Section 6.4 hereof, the Trustee shall not have any duty (i) to see to any recording or filing of the Lease or of this Trust Agreement or to see to the maintenance of any such recording or filing, (ii) to see to any insurance on the Equipment or to effect or maintain any such insurance, whether or not the Lessee shall be in default with respect thereto, (iii) to see to the payment or discharge of any tax, assessment or other governmental charge or any lien owing with respect to, assessed or levied against any part of the Trust Estate, (iv) to confirm or verify any financial statements of the Lessee, or (v) to inspect the Equipment at any time or ascertain or inquire as to the performance or observance of any of the Lessee's covenants under the Lease with respect to the Equipment.

6.6. No Representations or Warranties as to the Equipment or Documents. The Trustee does not make (i) any representation or warranty as to the value, condition or fitness for use of the Equipment or, as to its title thereto, or any other representation or warranty with respect to the Equipment whatsoever, except that the Trustee represents and warrants that the Equipment shall be free of liens, charges, taxes and encumbrances which may result from claims against the Trustee, in its individual capacity, not related or connected to the ownership of the Equipment, being lessor under the Lease, the administration of the trust estate or any other transaction contemplated by any of the Operative Agreements, or (ii) except as to the Trustee as below provided, any representation or warranty as to the validity, legality or enforceability of this Agreement or the Operative Agreements or,

as to the correctness of any statement contained in any thereof, except that the Trustee represents and warrants that it has full right, power and authority to enter into and perform this Agreement and has full right, power and authority under this Agreement to execute and perform the Operative Agreements and that the Trust Agreement and the other Operative Agreements to which the Trustee is a party are legal, valid and binding obligations of the Trustee enforceable in accordance with their respective terms.

6.7. Status of Moneys Received. All moneys received by the Trustee under or pursuant to any provision of this Agreement shall constitute trust funds for the purpose for which they were paid or are held, but need not be segregated in any manner from any other moneys and may be deposited by the Trustee under such conditions as may be prescribed or permitted by law for trust funds, but may be invested only upon the written direction of the Trustor.

6.8. Self-Dealing. The Trustee or any corporation in or with which the Trustee may be interested or affiliated or any officer or director of the Trustee or any such corporation may also be a "Trustor" and acquire and hold the beneficial interest (subject to the restrictions of Section 7.2 hereof) hereunder, and have commercial relations and otherwise deal with the Lessee or with any other corporation having relations with the Lessee to the full extent permitted by law.

6.9. Resignation or Removal of Trustee. The Trustee or any successor thereto may resign at any time without cause by giving at least 30 days' prior written notice to the Trustor, the Lessee and the Assignee, such resignation to be effective on the later of the date specified in such notice or the date of appointment of a successor trustee as herein provided. In addition, the Trustor may at any time remove the Trustee without cause by an instrument in writing delivered to the Trustee, the Lessee and the Assignee. Upon resignation or removal of the Trustee, the Trustor may, with the prior written consent of the Assignee, which consent shall not be unreasonably withheld, appoint a successor Trustee by an instrument signed by the Trustor; provided, however, that no such consent shall be required if such successor trustee is a bank or trust company organized under the laws of the State of Illinois or of the United States of America with its principal office located in such state and having capital and surplus of at least $50,000,000. If a successor trustee shall not have been appointed as provided above within 30 days after such resignation or removal, the Trustor or the Assignee may apply to any court of competent jurisdiction to appoint a successor trustee to act until such time, if any, as a successor trustee shall have been appointed as provided above.

Any successor trustee so appointed by such court shall immediately and without further act be superseded by any successor trustee appointed as provided above.

6.10. Estate and Rights of Successor Trustee. Any successor trustee shall execute and deliver to the predecessor trustee an instrument accepting such appointment, and thereupon each successor trustee, without further act, shall become vested with all the estates, properties, rights, powers, duties and trusts of the precedessor trustee in the trusts hereunder with like effect as if originally named as Trustee herein, but nevertheless upon the written request of such successor trustee, such predecessor trustee shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed all the estates, properties, rights, powers and trusts of such predecessor trustee, and such predecessor trustee shall duly assign, transfer, deliver and pay over to such successor trustee any property or moneys then held by such predecessor trustee upon the trusts herein expressed.

6.11. Merger or Consolidation of Trustee. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation to which substantially all the business of the Trustee may be transferred, shall be the Trustee under this Trust Agreement without further act.

Section 7. Representation by Trustor; Transfer of Trustor's Interest.

7.1. Representations. The Trustor represents that (i) it is acquiring the beneficial interest hereunder for its own account for investment and not with a view to distribution or resale thereof, but subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be within its control, (ii) it has full right, power and authority to enter into and perform this Trust Agreement, (iii) this Trust Agreement does not nor will the performance of its obligations hereunder violate the provisions of any indenture or other agreement to which it is a party or by which it is bound, and (iv) no approval, consent or withholding of objections on the part of any regulatory body, state, Federal or local, is necessary in connection with its acquisition of the beneficial interest hereunder or its execution or performance of this Trust Agreement or to the extent such approval, consent or such other action is necessary, the same has been obtained and is in full force and effect.

The Trustor acknowledges that it has been advised that the beneficial interest under this Trust has not been registered under the Securities Act of 1933, as amended, and that it is not contemplated, or legally required, that any such registration be filed. In connection with any future transfer of the beneficial interest, or any part thereof, the attention of the Trustor has been directed to Rule 144 of said Securities Act and the Trustor has been advised that, in the event the beneficial interest under this Trust shall be deemed a security under said Securities Act, the beneficial interest held by the Trustor must be held indefinitely unless an appropriate registration is subsequently completed under said Securities Act or an exemption from such registration is available. The Trustor has been further advised that Rule 144 by its terms provides, subject to certain conditions including a two-year holding period, limited resales of restricted securities in unsolicited brokers' transactions; however, unsolicited brokers' transactions are not generally available for interests such as the beneficial interest under this Trust. Nothing contained in this Section 7 shall be deemed to constitute an acknowledgment or agreement of any party to this transaction that the beneficial interest under this Trust constitutes a "security" within the meaning of Section 2(1) of the Securities Act of 1933, as amended.

7.2. Restrictions on Transfer. The Trustor agrees that it will not transfer or assign any of its interest hereunder unless (x) its entire interest is being transferred or assigned, (y) the transferee or assignee is either the Lessee or an "institutional investor", and (z) the transferee or assignee shall execute and deliver an agreement in form and content satisfactory to the Trustee whereby the transferee or assignee confirms that it shall be deemed a party to this Trust Agreement, agrees to be bound by all of the terms hereof and to undertake all of the obligations of the Trustor hereunder, and makes representations of the scope provided for in Section 7.1 hereof. Upon any such transfer or assignment by the Trustor to an assignee or transferee as above provided, such assignee or transferee shall be deemed a "Trustor" for all purposes hereof, and shall be deemed to have made all payments previously made by the assigning or transferring Trustor; and each reference herein to the Trustor shall thereafter be deemed to include such assignee or transferee. The term "institutional investor" means any one of the following persons existing under the laws of the United States of America or any state thereof: (i) any bank, savings institution, trust company or national banking association, acting for its own account or in a fiduciary capacity, having an aggregate capital and surplus of not less than $50,000,000, (ii) any finance

company having a net worth of not less than $25,000,000, or (iii) any insurance company having a net worth (or the equivalent thereof) of not less than $25,000,000.

Section 8. Termination of and Amendments to Trust.

8.1. Termination. The Trust created and provided for hereby shall cease and be terminated in any one of the following events, whichever shall first occur:

(a) If the Trustor shall by notice in writing to the Trustee, the Lessee and the Assignee revoke and terminate the Trust on and as of a date stated in such notice, which date shall not be less than ten nor more than thirty days from the date of mailing such notice, then on the date specified in such notice the Trust created and provided for hereby shall cease and terminate; provided, however, that this Trust shall not be subject to revocation or termination by the Trustor prior to the payment in full and discharge of the Conditional Sale Indebtedness; or

(b) The sale or other final disposition by the Trustee of all property constituting the Trust Estate and the final disposition by the Trustee of all moneys or other property or proceeds constituting part of the Trust Estate in accordance with the terms hereof; or

(c) 21 years less one day after the death of the last survivor of all of the descendants living on the date hereof of John D. Rockefeller, Jr., including without limitation, his sons, John D., Nelson A., Laurance S. and David, but excluding, however, Michael Rockefeller, son of said Nelson A. Rockefeller, and any descendants of said Michael Rockefeller.

8.2. Distribution of Trust Estate Upon Termination. Upon any termination of this Trust pursuant to the provisions of Section 8.1(a) or 8.1(b) hereof, the Trustee shall convey the Trust Estate to such purchaser or purchasers and for such amount and on such terms as shall be specified in written instructions from the Trustor delivered to the Trustee prior to the date of termination; provided that (i) if at the time of any termination the Lease remains in force and effect, then the Trust Estate shall be sold as a unit and not in parcels and subject to the Lease, and (ii) in the event such written instructions are not delivered to the Trustee on or before the date of termination, the Trustee shall transfer title to the Trust Estate to the Trustor. Upon making such transfer or sale and accounting for all funds which have come into its hands, the Trustee shall be entitled to immediate receipt of any sums, if any, which shall be payable by the

Trustor pursuant to Section 9.1 hereof and which then remain unpaid.

8.3. Amendments to this Trust Agreement. This Trust Agreement may, from time to time and at any time, be amended or supplemented by an instrument or instruments in writing executed by the Trustee and the Trustor, subject to the prior written consent of the holder or holders of not less than 66-2/3% of the unpaid principal amount of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement).

Section 9. Miscellaneous.

9.1. Compensation. The Trustor has paid certain sums to The First National Bank of Chicago in connection with the origination of the transaction contemplated hereby, and the Trustee shall not receive from the Trustor any compensation for its services hereunder except reimbursement for the payment of extraordinary fees and expenses.

9.2. Indemnification. The Trustor agrees to reimburse the Trustee and save the Trustee harmless against any and all loss, damage, liability, claims, demands, disbursements and expenses, including taxes and counsel fees, which may be incurred by reason of the Trustee being trustee or acting hereunder or under the Operative Agreements, but solely by reason thereof and arising out of or relating solely to this Trust Agreement or the Operative Agreements or the Equipment or the rents and other sums payable therefor, or by reason of any occurrence while so acting, and to secure the payment thereof the Trustee shall have a lien on the Trust Estate and the proceeds thereof, including income, prior to any interest therein of the Trustor (but subject and subordinate to the lien and security interest created by the Conditional Sale Agreement and the Assignment in favor of the Assignee and its successors and assigns); provided that the Trustor shall not be so obligated in respect of any such loss, damage, liability, claims, demands, disbursements and expenses, including taxes and counsel fees, arising from or as a result of the wilful misconduct or gross negligence of the Trustee or taxes imposed upon the Trustee's compensation hereunder. The Trustor further agrees to indemnify and save harmless the Trustee, the Assignee and the holders of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) from and against any reduction in the amounts payable under the Conditional Sale Agreement and this Trust Agreement to any thereof and any costs or expenses (including legal fees and expenses) incurred, in each case as a result of the imposition of any lien, charge or encumbrance arising as a result of claims against the Trustor not related to the transactions contemplated by

the Operative Agreements or the Trust Agreement. The provisions of this Section 9.2 shall continue in full force and effect notwithstanding the termination of this Trust or the resignation or removal of the Trustee.

9.3. Notices. All notices and communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or otherwise actually received or five business days after being deposited in the United States mail, registered, postage prepaid, addressed as follows:

If to the Trustee: The First National Bank of Chicago,
as Trustee under F.I. Trust No. 6
One First National Plaza
Chicago, Illinois 60670
Attention: Corporate Trust Division

If to the Trustor: American Road Equity Corporation
The American Road
P. O. Box 1729
Dearborn, Michigan 48121
Attention: Vice President-CIR
Financing

If to the Assignee: The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670
Attention: Ronald Rexroth,
Lending Officer

or as to any of the foregoing parties at such other address as such party may designate by notice duly given in accordance with this Section to the other parties.

9.4. Situs of Trust; Applicable Law. This Trust has been accepted by the Trustee and will be administered in the State of Illinois, and the validity, construction and all rights under this Trust shall be governed by the laws of that State. If any provision of this Trust be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that such remaining provisions do not increase the obligation or liabilities of the Trustee.

9.5. Identification of Trust. This Trust may for convenience be referred to as "F.I. Trust No. 6".

9.6. Counterparts. This instrument may be simultaneously executed in any number of counterparts, each

of which so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Trustor and the Trustee have caused this instrument to be duly executed all as of the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO,
as Trustee

By /s/ A. R. Bohm
Its Asst. Vice President
TRUSTEE

AMERICAN ROAD EQUITY CORPORATION

By /s/ D. W. Huffine
Its Associate Loan Officer
TRUSTOR