

jurisdiction where the acknowledgment may be taken, certifying that the person signing such request or other instrument acknowledged to him the execution thereof; or by the affidavit of a witness to such execution;

(b) the amount of Trust Certificates held by any person executing any such request or other instrument as a Certificate holder, and the serial numbers of the Trust Certificates held by such person and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depository wheresoever situated whose certificate shall be deemed by the Trustee to be satisfactory, showing that, at the date therein mentioned, such person had on deposit with such depository, or exhibited to such depository, the Trust Certificates numbered and described in such certificate. The Trustee may presume the continuance of any such deposit unless and until it received proof satisfactory to it to the contrary.

#### ARTICLE VIII.

At the termination of said Lease, any moneys remaining in the hands of the Trustee, after paying the principal of and dividends upon the Trust Certificates, and the expenses of the Trustee, including its reasonable compensation, shall be paid to the Lessee.

#### ARTICLE IX.

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

#### ARTICLE X.

The term "Trustee" as used herein and in said Lease shall be held and construed to mean Irving Bank-Columbia Trust Company, its successors and assigns; the word "Lessee" herein, to mean and include the party of the third part, its successors and assigns; and the words "Certificate holder" and "holder" shall include the plural as well as the singular number. The term "Trust Equipment", wherever used herein or in said Lease unless otherwise indicated by the context, is intended to include any additional tank cars at any time covered by said Lease or any supplemental lease or this Agreement or required or intended so to be.

Whenever, under the provisions hereof, it is necessary or proper for any notice or demand to be made to or upon the Lessee, or if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given or made to the Lessee by depositing a written statement thereof, securely enclosed in a postpaid wrapper, in the United States mail, directed to the Lessee at Tulsa, Oklahoma, and an affidavit by any person representing or acting on behalf of the Trustee as to such mailing shall be conclusive evidence of the giving of such notice and the making of such demand.

This Agreement 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 but one and the same instrument.

IN WITNESS WHEREOF the parties hereto, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

( CORPORATE SEAL)

NATIONAL STEEL CAR LINES COMPANY

Attest;

S. Hallene, Secretary

By E. Kirk Haske, Vice President