



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60608 U.S.A. • (312) 648-4000 • TELEX 255222

June 29, 1979.

## ASSIGNMENT OF LEASES

Dated as of

The Bank of New York  
90 Washington Street,  
New York, New York 10005.

RECORDATION NO. 10320-D  
Filed 1425

JUN 28 1979 - 4 45 PM

INTERSTATE COMMERCE COMMISSION

Attention: Corporate Trust Department

Gentlemen:

In accordance with subsection (h) of Section 5.11 of the Equipment Trust Agreement dated as of March 1, 1979, (hereinafter referred to as the "Trust Agreement"), between North American Car Corporation, a Delaware corporation, and you as Trustee under the Trust Agreement (hereinafter referred to as the "Trustee"), the undersigned, North American Car (Canada) Limited (hereinafter referred to as the "Company") hereby transfers and assigns to the Trustee, for the equal and proportionate benefit of the holders from time to time of the Trust Certificates, all of its right, title and interest as lessor in, to, under or in respect of, and grants a charge on and security interest in, all rents, proceeds and other moneys now due and payable in respect of the Equipment described in Schedule A hereto under each and every Lease thereof and under each and every existing and further guarantee of all or any of the obligations of any lessee under any such Lease including (without limitation) all claims for damages arising out of any breach of any such Lease or guarantee, together with the full power and authority, in the name of the Trustee, and the Company, or either of them, or otherwise to demand, sue for, enforce, collect, receive and receipt for any and all of the foregoing (the Company hereby irrevocably constitutes and appoints the Trustee the attorney-in-fact of the Company for such purposes). Any instrument made, executed and delivered by the Trustee on behalf of the Company shall be binding upon the Company and all persons claiming by, through or under the Company, with the same effect as if the Company had itself made, executed and delivered the same.

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

"It is understood that some of the cars furnished Lessee under this Agreement and Lessor's rights under this Agreement may at the time of delivery to Lessee or at some future time during the term of this Agreement be subject to the terms of a Mortgage, Deed of Trust, Equipment Trust, Pledge or Assignment or similar security arrangement. Lessee agrees that the cars may be stenciled or marked to set forth the ownership of any such cars in the name of a mortgagee, trustee, pledgee, assignee or security holder and that this agreement and Lessee's rights hereunder are and shall at all times be subject and subordinated to any and all rights of any mortgagee, trustee, pledgee, assignee or security holder. As to the cars

subject hereto, this Agreement and the rentals hereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each car as determined with reference to the filings with the Interstate Commerce Commission; however, until notified to the contrary by any person reasonably proving to the Lessee's satisfaction that he is the assignee of this Agreement or the rentals hereunder, the Lessee is to pay all rentals to the order of the Lessor. Lessee hereby consents to and accepts such assignments."

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

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

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

Any and all rights of the Trustee under this Assignment may be exercised pursuant to or as contemplated by the provisions of the Trust Agreement and every Lease. This Assignment shall be effective immediately and is not conditioned upon the occurrence of an Event of Default under the Trust Agreement or any other event or contingency.

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

(a) The Trustee hereby appoints the Company as its agent, and the Company hereby accepts such appointment, to collect and receive all payments due and to become due under Leases in respect of Trust Equipment, *provided*, that only upon the occurrence of an Event of Default which shall be continuing, the Trustee may terminate such agency and such agency shall terminate immediately upon notice of such termination from the Trustee to the Company; *provided, further*, that prior to receipt of such notice, the Company may make such use of any moneys received pursuant to its agency hereunder as it would otherwise be entitled to except for this Assignment.

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

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

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

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

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

(f) The Company promptly after the execution hereof, shall give notice in writing in form satisfactory to the Trustee to all lessees under all presently existing Leases under which it is Lessor of the existence of this Assignment which notice shall direct such lessees, upon receipt of notice from the Trustee, to pay to the Trustee all rentals now or in the future due or owing in respect of Trust Equipment under any such Lease. Such notices shall be certified mail, return receipt requested, and such receipts shall be directed to the Trustee. The Company shall use reasonable efforts to obtain as promptly as possible acknowledgements, in form satisfactory to the Trustee, of the receipt of all such notices with respect to such Leases; and the Company will promptly deliver all such acknowledgements to the Trustee.

(g) Upon request of the Trustee, or if required in order to duly perfect the interests of the Trustee therein, the Company agrees to execute and deliver to the Trustee a document separate and apart from this Trust Agreement embodying the provisions of Section 5.11 of the Trust Agreement for the purpose of notifying the lessees under such Leases of this Trust Agreement and directing such lessees to make payments due under such Trust to the Trustee.

(h) The Company agrees that prior to permitting any Affiliate of the Company to possess and use any of the Trust Equipment or to furnish same to railroad companies for use upon lines of railroad or sublet same, it will cause each such Affiliate to execute an assignment of rentals to the Trustee containing the same provisions as contained in Section 5.11 of the Trust Agreement substituting such Affiliate for the Company therein.

In accordance with the first paragraph of Section 5.10 of the Trust Agreement, the Company agrees with the Trustee to take the Canadian cars (as defined in the Intercompany Agreement dated as of June 29, 1979, subject to the Trust Agreement and to comply with the covenants and agreements of North American Car Corporation in the Trust Agreement insofar as such covenants and agreements relate to the Canadian cars and will neither assign nor transfer its rights under such Intercompany Agreement except to sub-lessees, (including any affiliates of North American Car Corporation) or North American Car Corporation, as permitted under the Trust Agreement.

**TIGER LEASING GROUP**

The Bank of New York

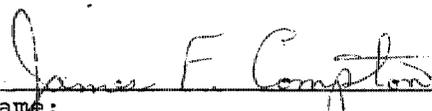
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June 29, 1979.

The Company agrees and undertakes that it will execute a specific assignment of Leases to the Trustee of any future leases relating to the Equipment set forth in Schedule A promptly upon the execution of such future leases.

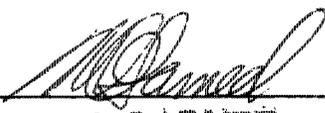
Terms used herein which are defined in the Trust Agreement and not herein shall have the meanings stated therein except if the context otherwise indicates and except that the term Lease or Leases shall not include agreements, whether now or in the future, to which the Company is not a party.

NORTH AMERICAN CAR (CANADA) LIMITED

  
Name: \_\_\_\_\_  
Title: Vice President

ACCEPTED:

THE BANK OF NEW YORK

  
Name: \_\_\_\_\_  
Title: M. C. LARNED  
Assistant Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.:

On this *29* day of *June*, 1979, before me personally appeared *J. F. Compton* to me personally known, who, being by me duly sworn, says that he is a Vice President of NORTH AMERICAN CAR (CANADA) CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on *JUN 29*, 1979 signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Debra A. Kelly*  
Notary Public

My Commission Expires *2/23/83*

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS.:

On this *28<sup>th</sup>* day of *June* 1979, before me personally appeared *M. C. LARNED* me personally known, who, being by me duly sworn, says that he is *Assistant Vice President* of THE BANK OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on *June 29*, 1979, signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

*Angela Leotta*

My Commission Expires

ANGELA LEOTTA  
Notary Public, State of New York  
No. 24-4670942  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 19*80*

CANADIAN CARS

Number of Cars: 33  
Serial Numbers: 465304-465336  
Lesse: Canpotex, Ltd.  
Subordination Clause: Yes  
Lease Term: 5 years  
Manufacturing Completed: June, 1979  
Purchase Option: No  
Total Original Cost: \$1,092,300.00  
Description: Class LO, 100 ton, 4,650 cu. ft. hopper cars

Number of Cars: 7  
Serial Numbers: 465393-465399  
Lessee: Quebec North Shore & Labrador Railway  
Subordination Clause: Yes  
Lease Term: 5 years  
Manufacturing Completed: June, 1979  
Purchase Option: No  
Total Original Cost: \$231,700.00  
Description: Class LO, 100 ton, 4,650 cu. ft. hopper cars