

RECORDATION NO. 11124-1425

NOV 30 1979-10 00 AM

INTERSTATE COMMERCE COMMISSION

CRAVATH, SWAINE & MOORE

RECORDATION NO. 11124-1425

NOV 30 1979-10 00 AM

INTERSTATE COMMERCE COMMISSION

ONE CHASE MANHATTAN PLAZA
NEW YORK, N. Y. 10005

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NOV 30 1979-10 00 AM

INTERSTATE COMMERCE COMMISSION

NOV 30 1979

Fee \$ 170.00

ICC Washington, D. C.

RECORDATION NO.

NOV 30 1979-10 00 AM

INTERSTATE COMMERCE COMMISSION

November 28, 1979

FEDERATION OF OPERATION
ROSWELL L. GILPATRICK
L. R. BRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
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75008 PARIS, FRANCE
TELEPHONE 265-8154
TELEX: 290530
33 THURMORTON STREET
LONDON EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2
Filed 1425

MAURICE T. MOORE
BRUCE BROMLEY
WILLIAM B. MARSHALL
RALPH L. M. AFEI
ROYALL VICTOR
ALLEN H. MERRILL
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPFER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA

JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN

11124-1425

NOV 30 1979-10 00 AM

INTERSTATE COMMERCE COMMISSION

~~File in...~~

Lease Financing
Dated as of October 15, 1979
11-1/2% Equipment Trust Certificates
Due January 20, 1995

See page 4
of Cross index
Request

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of First Security State Bank, as Trustee, for filing and recordation counterparts of the following documents:

New Member

- A

- B

- C

1. Equipment Trust Agreement dated as of October 15, 1979 between First Security Bank of Utah, N.A., as Trustee, and the Connecticut Bank and Trust Company, as Owner-Trustee.
2. Lease of Railroad Equipment dated as of October 15, 1979 between First Security State Bank, as Trustee, and the Connecticut Bank and Trust Company, as Owner-Trustee.
3. Sublease Assignment, Assumption and Supplement Agreement dated as of October 15, 1979 among BRAE Corporation, as Assignor, First Security State Bank, as Trustee, and Mississippi & Skuna Valley Railroad Company, as Sublessee.
4. Sublease Assignment, Assumption and Supplement Agreement dated as of October 15, 1979 among BRAE Corporation, as Assignor, First Security State Bank, as Trustee, and Columbia & Cowlitz Railway Company, as Sublessee.

Handwritten signature/initials on the right margin.

RECORDATION NO. 11124-1425

NOV 30 1979-10 00 AM

INTERSTATE COMMERCE COMMISSION

- D
5. Assignment of Subleases and Agreement dated as of October 15, 1979 between First Security State Bank, as Trustee and the Connecticut Bank and Trust Company, as Owner-Trustee.
- E
6. Assignment of Lease, Reassignment of Subleases and Agreement dated as of October 15, 1979 between the Connecticut Bank and Trust Company, as Owner-Trustee, and First Security Bank of Utah, N.A., as Trustee.

The names and addresses of the parties to the aforementioned agreements are as follows:

(1) Trustee:

First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

(2) Owner-Trustee, Lessor, Assignee, Assignor:

The Connecticut Bank and Trust Company
1 Constitution Plaza
Hartford, Connecticut 06115

(3) Assignor:

BRAE Corporation
Three Embarcadero Center
San Francisco, California 94111

(4) Trustee, Lessee, Sublessor, Assignee, Assignor:

First Security State Bank
79 South Main Street
Salt Lake City, Utah 84111

(5) Sublessee:

Mississippi & Skuna Valley Railroad Company
In care of Weyerhaeuser Company
Tacoma, Washington 98477

(6) Sublessee:

Columbia & Cowlitz Railway Company
 In care of Weyerhaeuser Company
 Tacoma, Washington 98477

Please file and record the documents referred to in this letter and cross-index them under the names indicated above.

The equipment covered by the aforementioned documents consists of the following:

<u>Type</u>	<u>Quantity</u>	<u>Road Numbers [inclusive]</u>	<u>Sublessee</u>
70-ton, 52' 6" Boxcars with steel load dividers, offset 16' plug doors, plate C, AAR Mechanical Designation: XL, Manufacturer: PACCAR, Inc.	100	CLC 4001 through CLC 4100	Columbia & Cowlitz Railway Company
70-ton, 52' 6" Boxcars with offset 16' plug doors, plate C, AAR Mechanical Designation: XM, Manufacturer: PACCAR, Inc.	50	CLC 3351 through CLC 3400	Columbia & Cowlitz Railway Company
100-ton, 62' 6" Bulkhead Flat Cars, AAR Mechanical Designation: FB, Manufacturer: Bethlehem Steel Corporation	35	MSV 400 through MSV 434	Mississippi & Skuna Valley Railroad Company
100-ton, 7000 cubic feet Chip Cars with bottom dump, AAR Mechanical Designation: HTS, Manufacturer: Ortner Freight Car Company	27	MSV 1440 through MSV 1466	Mississippi & Skuna Valley Railroad Company

Cross-Indexing Request

- A. Under Recordation No. 9875, indexed under BRAE Corporation, as Company, and under Morgan Guaranty Trust Company of New York, as Trustee, please enter in both the yellow page index book and the white page index book the following cross-indexing:

"See Recordation No. *11124* ".

- B. Under Recordation No. 10954 covering a lease and other documents to be indexed under the Connecticut Bank and Trust Company, as Lessor, and the First Security State Bank, as Lessee, and as indexed under other parties, please enter in both the yellow page index book and the white page index book the following cross-indexing:

"See Recordation No. *11124* ".

- C. Please enter in the yellow page index book and the white page index book under this Recordation No. (that is, Recordation No. *11124*) the following cross-indexing:

"See Recordation No. 9875-J
 9875-M
 9875-N
 9875-O
 10954-A
 10954-B.

There is also enclosed a check for \$170 payable to the Interstate Commerce Commission representing the recording fees for the aforementioned documents, including the extra fees for the above-requested cross-indexing.

Please stamp all counterparts of the enclosed documents with your office recording stamp. Please retain one counterpart for your files, and return the remaining counterparts to the individual delivering this letter.

Very truly yours,

John W. White
 John W. White, as Agent for
 First Security State Bank

Ms. Agatha L. Mergenovich, Secretary,
 Interstate Commerce Commission,
 Washington, D. C. 20423

Encls.

REGISTRATION NO. 11124-E
11124-E

NOV 30 1979 - 10 00 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE,
REASSIGNMENT OF SUBLEASES
AND AGREEMENT

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
not in its individual capacity but
solely as Owner-Trustee

and

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity but
solely as Trustee

Dated as of October 15, 1979

ASSIGNMENT OF LEASE, REASSIGNMENT OF SUB-LEASES AND AGREEMENT dated as of October 15, 1979, by and between THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (hereinafter, together with its successors and assigns, called the "Owner-Trustee") under the Series 1 Trust created under the Master Trust Agreement dated as of February 2, 1976, as supplemented, including a supplement dated as of the date hereof with The First National Bank & Trust Co. of Hamilton, The Wayne County National Bank of Wooster, The First-Knox National Bank of Mount Vernon and The Old Phoenix National Bank of Medina (collectively the "Owners"), and others, and FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as trustee (hereinafter, together with its successors and assigns, called the "Trustee").

WHEREAS the Owner-Trustee and the Trustee have entered into an Equipment Trust Agreement dated as of the date hereof (hereinafter, together with any amendments and supplements thereto, being called the "Security Document");

WHEREAS the Owner-Trustee and First Security State Bank, not in its individual capacity but solely as trustee ("FSSB") under a Lease Trust Agreement dated as of the date hereof with Rail Finance Corporation and CFS Railcar, Inc., have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter, together with any amendments and supplements thereto, called the "FSSB Lease"), providing for the leasing by the Owner-Trustee to FSSB of certain units of railroad equipment (the "Units"); and

WHEREAS FSSB and Mississippi & Skuna Valley Railroad Company ("Mississippi") have entered into a Lease Agreement dated July 12, 1979, as amended, including by an Assignment, Assumption and Supplement Agreement dated as of the date hereof, and FSSB and Columbia & Cowlitz Railway Company (such company being hereinafter called, together with Mississippi, collectively the "Sublessees" and individually a "Sublessee") have entered into a Lease Agreement dated July 13, 1979, as amended, including by an Assignment, Assumption and Supplement Agreement dated as of the date hereof (such Lease Agreements, each as so amended, being hereinafter called collectively

the "Subleases"; and the Sublessees as sublessees under the Subleases and FSSB as lessee under the FSSB Lease being hereinafter sometimes called collectively the "Lessees" and individually a "Lessee"), providing for the subleasing by FSSB to each Sublessee of certain of the Units;

WHEREAS FSSB has assigned all its rights in, to and under the Subleases to the Owner-Trustee pursuant to an Assignment of Sublease and Agreement dated as of the date hereof (such assignment, together with the Subleases and the FSSB Lease being hereinafter called collectively the "Leases" and individually a "Lease");

WHEREAS, in order to provide security for the obligations of the Owner-Trustee under the Security Document and as an inducement to the Purchasers referred to in the Security Document (the "Purchasers") to purchase the Equipment Trust Certificates to be issued pursuant to the Security Document (the "Equipment Trust Certificates"), the Owner-Trustee agrees to assign for security purposes its rights in, to and under the Leases to the Trustee;

NOW, THEREFORE, in consideration of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 10 hereof, the Owner-Trustee hereby assigns, transfers and sets over unto the Trustee, as collateral security for the payment and performance of the Owner-Trustee's obligations under the Security Document, all the Owner-Trustee's right, title and interest, powers, privileges, and other benefits under the Leases, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Owner-Trustee from the Lessees under or pursuant to the provisions of the Leases, whether as rent, casualty payment, indemnity (except sums which by the terms of the FSSB Lease are payable directly to the Owners or the Owner-Trustee pursuant to § 6 and § 9 of the FSSB Lease), liquidated damages, or otherwise (such moneys being hereinafter called the "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in any Lease, and to do any and all other things whatsoever which the Owner-Trustee is or may become entitled to do under any Lease. In furtherance of the foregoing assignment, the Owner-Trustee hereby irrevocably authorizes and empowers the Trustee in its own

name, or in the name of its nominee, or in the name of the Owner-Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner-Trustee is or may become entitled under the Leases and to enforce compliance by the Lessees with all the terms and provisions thereof.

The Trustee agrees to accept for the account of the Owner-Trustee any Payments made by the Lessees pursuant to the Leases. To the extent received, the Trustee will apply such Payments to satisfy the obligations of the Owner-Trustee under the Security Document due and payable on the date such Payments were due and payable under the Leases, and any balance held by the Trustee hereunder for the account of the Owner-Trustee shall be deemed to be held in trust for the Owner-Trustee and shall be paid immediately to and retained by the Owner-Trustee or as the Owner-Trustee may direct. The Owner-Trustee hereby initially directs that to the extent that Payments received under the Subleases exceed the amount necessary to satisfy the obligations of the Lessee under the Lease due and payable on the date such Payments were due and payable under the Subleases, such excess shall be paid directly to FSSB. If the Trustee shall not receive any rental payment under the first paragraph of § 3 of the FSSB Lease or any payment of Casualty Values under § 7 of the FSSB Lease when due, the Trustee shall promptly notify the Owner-Trustee and FSSB by telephonic communication confirmed in writing at the address set forth in the FSSB Lease. Failure to so notify the Owner-Trustee and FSSB shall not affect the rights and remedies of the Trustee hereunder or under the Security Document.

2. This Assignment is executed only as security for the obligations of the Owner-Trustee under the Security Document and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or pass, or in any way affect or modify the liability of the Owner-Trustee under the FSSB Lease or of FSSB under the Subleases, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner-Trustee to FSSB under the FSSB Lease and of FSSB to the Sublessees under the Subleases shall be and remain enforceable by FSSB and the Sublessees, their successors and assigns, against, and only against, the Owner-Trustee, in the case of the FSSB Lease, and FSSB, in the case of the Subleases, or persons other than the Trustee.

3. To protect the security afforded by this

Assignment, the Owner-Trustee agrees as follows:

(a) The Owner-Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which each Lease provides is to be performed by the Owner-Trustee; without the written consent of the Trustee, the Owner-Trustee will not anticipate the rents under any Lease or waive, excuse, condone, forgive or in any manner release or discharge any Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by any such Lessee which are intended to satisfy the obligations of the Owner-Trustee under the Security Document, including, without limitation, the obligation to make the payments in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating any Lease, and the Owner-Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Owner-Trustee fail to make any payment or to do any act which this Assignment requires the Owner-Trustee to make or do, then the Trustee, but without obligation so to do, after first making written demand upon the Owner-Trustee and affording the Owner-Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Owner-Trustee from any obligation hereunder, may make or do the same in such manner and to such extent as the Trustee may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Trustee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Owner-Trustee contained in any Lease; and in exercising any such powers, the Trustee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner-Trustee will reimburse the Trustee for such costs, expenses and fees; provided, however, that the obligations of the Owner-Trustee to make reimbursements under this Paragraph 3 are subject to the last paragraph of Section 4.04 of the Security Document.

4. Subject to the provisions of Paragraph 10

hereof, the Owner-Trustee does hereby constitute the Trustee the Owner-Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Owner-Trustee, or otherwise), to demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Leases, to which the Owner-Trustee is or may become entitled, to enforce compliance by the Lessees with all the terms and provisions of the Leases, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Owner-Trustee's obligations under the Security Document, this Assignment and all rights herein assigned to the Trustee shall terminate, and all estate, right, title and interest of the Trustee in and to the Leases shall revert to the Owner-Trustee without further act or deed, but the Trustee shall execute and deliver such documents as the Owner-Trustee may reasonably request in order to confirm, or make clear upon public records, such termination and/or reversion.

6. The Owner-Trustee will, from time to time, do and perform any other act and will execute, acknowledge, and deliver any and all further instruments reasonably requested by the Trustee in order to confirm or further assure the interests of the Trustee hereunder.

7. The Trustee may assign all or any of the rights assigned to it hereby or arising under the Leases, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder. The Trustee will give written notice to the Owner-Trustee and the Lessees of any such assignment.

8. This Assignment shall be governed by the laws of the State of Utah, but the parties hereto shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. The Owner-Trustee shall cause copies of all notices received in connection with the Leases and all Payments to be promptly delivered or made to the Trustee at its address set forth in Section 9.05 of the Security Document, or at such other address as the Trustee shall designate.

10. The Trustee hereby agrees with the Owner-Trustee that, so long as no Event of Default, or any event which with lapse of time or notice or both would constitute such an Event of Default, under the Security Document has occurred and is then continuing, the Trustee will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner-Trustee to the Trustee by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Leases and the Security Document, the Owner-Trustee may, so long as no Event of Default, or event which with lapse of time or notice or both would constitute such an Event of Default, under the Security Document has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges and remedies arising out of subparagraph (a) of the first paragraph of § 10 of the FSSB Lease or Sections 8(B)(i) of the Subleases; provided, however, the Owner-Trustee shall not, without the prior written consent of the Trustee, terminate any Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of § 10 or the third paragraph of § 12 of the Lease or of Sections 8(B)(ii) of the Subleases.

11. No recourse shall be had in respect of any obligation due under this Assignment, or referred to herein, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Owner-Trustee, the Trustee, any holder of the Equipment Trust Certificates or the Owners, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of incorporators, stockholders, directors, officers, as such, or beneficiaries being forever released as a condition of and as consideration for the execution of this Assignment.

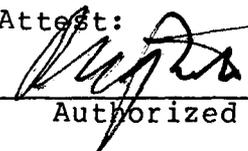
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names, by officers thereunto duly authorized, and their respective

seals to be hereunder affixed and duly attested, all as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Owner-Trustee,

[SEAL]

Attest:



Authorized Officer

by



Authorized Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as Trustee,

by

[SEAL]

Attest:

Authorized Officer

Authorized Officer

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this 27th day of Nov, 1979, before me personally appeared DONALD E. SMITH to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Bank and that said instrument was signed and sealed on behalf of said Bank 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 Bank.

Barbara S. Kacich
Notary Public

[NOTARIAL SEAL]
My Commission Expires

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N. A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[NOTARIAL SEAL]
My Commission Expires

LESSEE'S CONSENT AND AGREEMENT

First Security State Bank, not in its individual capacity but solely as trustee (the "Lessee") under a Lease Trust Agreement dated as of the date hereof with Rail Finance Corporation and CFS Railcar, Inc. (the "Lessee-Beneficiaries") hereby (a) acknowledges receipt of a copy of the foregoing Assignment of Lease, Reassignment of Subleases and Agreement (the "Assignment") and (b) consents to all the terms and conditions of the Assignment.

As an inducement to the purchasers and subsequent holders of equipment trust certificates (the "Trust Certificates") to be issued pursuant to the Equipment Trust Agreement, dated as of the date hereof (the "Security Document") between The Connecticut Bank and Trust Company, as trustee (the "Owner-Trustee"), and First Security Bank of Utah, N.A., as trustee (the "Trustee") (a copy of which Security Document has been delivered to the undersigned), pursuant to which the Owner-Trustee is partially financing the purchase of the units of railroad equipment (the "Units") being leased by the Owner-Trustee to the Lessee pursuant to a Lease of Railroad Equipment, dated as of the date hereof (the "Lease") between the Lessee and the Owner-Trustee, and subleased by the Lessee to Sublessees (as defined in the Assignment) pursuant to Subleases (as defined in the Assignment) and in consideration of other good and valuable consideration, the Lessee hereby agrees:

(1) subject to the terms and conditions of the Assignment, to pay all rentals, casualty payments, liquidated damages, indemnities (except sums which by the terms of the Lease are payable directly to the Owners (as defined in the Assignment) and the Owner-Trustee pursuant to § 6 and § 9 of the Lease) and other moneys provided for in the Lease (which moneys are hereinafter called the Payments) due and to become due to the Owner-Trustee under the Lease in respect of the Units leased under the Lease, directly to the Trustee to be applied as provided in the Security Document, to its address at 79 South Main Street, Salt Lake City, Utah 84111, attention of Trust Department, Corporate Trust Division (or to such other address as may be furnished in writing to the undersigned by the Trustee);

(2) subject to the terms and conditions of the Assignment, that the Trustee shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the Lessee under

the Lease and the Subleases as though the Trustee were named therein as the Owner-Trustee and the Lessor, respectively;

(3) that the Trustee shall not, by virtue of the Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease, the Subleases or otherwise; and

(4) that neither the Lease nor the Subleases (except as permitted in the third paragraph of § 12 of the Lease) shall, without the prior written consent of the Trustee, be amended, terminated or modified, or any action be taken or omitted by the Lessee, the taking or omission of which might result in any alteration or impairment of the obligations of the Lessee under the Lease or the Subleases which are intended to satisfy the obligations of the Owner-Trustee under the Security Document, the obligations of the Owner-Trustee under the Assignment or the obligations of the Lessee under this Consent and Agreement or of any of the rights created by any thereof.

The Lessee further agrees (i) to execute, deliver and/or furnish all notices, certificates, communications, instruments, agreements, legal opinions and other documents and papers required to be executed, delivered and/or furnished by it (or its counsel) pursuant to the provisions of the Security Document and (ii) to do all such acts and execute and deliver all such further assurances required to be done and/or executed and delivered by it pursuant to the provisions of any thereof.

This Consent and Agreement, when accepted by the Trustee by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Utah and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of October 15, 1979

FIRST SECURITY STATE BANK,
not in its individual capacity
but solely as trustee for the
Lessee-Beneficiaries,

[Corporate Seal]

by

Attest:

Accepted:

FIRST SECURITY BANK OF UTAH,
N.A., not in its individual
capacity but solely as Trustee,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

ASSIGNMENT OF LEASE,
REASSIGNMENT OF SUBLEASES
AND AGREEMENT

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
not in its individual capacity but
solely as Owner-Trustee

and

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity but
solely as Trustee

Dated as of October 15, 1979

ASSIGNMENT OF LEASE, REASSIGNMENT OF SUB-LEASES AND AGREEMENT dated as of October 15, 1979, by and between THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (hereinafter, together with its successors and assigns, called the "Owner-Trustee") under the Series 1 Trust created under the Master Trust Agreement dated as of February 2, 1976, as supplemented, including a supplement dated as of the date hereof with The First National Bank & Trust Co. of Hamilton, The Wayne County National Bank of Wooster, The First-Knox National Bank of Mount Vernon and The Old Phoenix National Bank of Medina (collectively the "Owners"), and others, and FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as trustee (hereinafter, together with its successors and assigns, called the "Trustee").

WHEREAS the Owner-Trustee and the Trustee have entered into an Equipment Trust Agreement dated as of the date hereof (hereinafter, together with any amendments and supplements thereto, being called the "Security Document");

WHEREAS the Owner-Trustee and First Security State Bank, not in its individual capacity but solely as trustee ("FSSB") under a Lease Trust Agreement dated as of the date hereof with Rail Finance Corporation and CFS Railcar, Inc., have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter, together with any amendments and supplements thereto, called the "FSSB Lease"), providing for the leasing by the Owner-Trustee to FSSB of certain units of railroad equipment (the "Units"); and

WHEREAS FSSB and Mississippi & Skuna Valley Railroad Company ("Mississippi") have entered into a Lease Agreement dated July 12, 1979, as amended, including by an Assignment, Assumption and Supplement Agreement dated as of the date hereof, and FSSB and Columbia & Cowlitz Railway Company (such company being hereinafter called, together with Mississippi, collectively the "Sublessees" and individually a "Sublessee") have entered into a Lease Agreement dated July 13, 1979, as amended, including by an Assignment, Assumption and Supplement Agreement dated as of the date hereof (such Lease Agreements, each as so amended, being hereinafter called collectively

the "Subleases"; and the Sublessees as sublessees under the Subleases and FSSB as lessee under the FSSB Lease being hereinafter sometimes called collectively the "Lessees" and individually a "Lessee"), providing for the subleasing by FSSB to each Sublessee of certain of the Units;

WHEREAS FSSB has assigned all its rights in, to and under the Subleases to the Owner-Trustee pursuant to an Assignment of Sublease and Agreement dated as of the date hereof (such assignment, together with the Subleases and the FSSB Lease being hereinafter called collectively the "Leases" and individually a "Lease");

WHEREAS, in order to provide security for the obligations of the Owner-Trustee under the Security Document and as an inducement to the Purchasers referred to in the Security Document (the "Purchasers") to purchase the Equipment Trust Certificates to be issued pursuant to the Security Document (the "Equipment Trust Certificates"), the Owner-Trustee agrees to assign for security purposes its rights in, to and under the Leases to the Trustee;

NOW, THEREFORE, in consideration of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 10 hereof, the Owner-Trustee hereby assigns, transfers and sets over unto the Trustee, as collateral security for the payment and performance of the Owner-Trustee's obligations under the Security Document, all the Owner-Trustee's right, title and interest, powers, privileges, and other benefits under the Leases, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Owner-Trustee from the Lessees under or pursuant to the provisions of the Leases, whether as rent, casualty payment, indemnity (except sums which by the terms of the FSSB Lease are payable directly to the Owners or the Owner-Trustee pursuant to § 6 and § 9 of the FSSB Lease), liquidated damages, or otherwise (such moneys being hereinafter called the "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in any Lease, and to do any and all other things whatsoever which the Owner-Trustee is or may become entitled to do under any Lease. In furtherance of the foregoing assignment, the Owner-Trustee hereby irrevocably authorizes and empowers the Trustee in its own

name, or in the name of its nominee, or in the name of the Owner-Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner-Trustee is or may become entitled under the Leases and to enforce compliance by the Lessees with all the terms and provisions thereof.

The Trustee agrees to accept for the account of the Owner-Trustee any Payments made by the Lessees pursuant to the Leases. To the extent received, the Trustee will apply such Payments to satisfy the obligations of the Owner-Trustee under the Security Document due and payable on the date such Payments were due and payable under the Leases, and any balance held by the Trustee hereunder for the account of the Owner-Trustee shall be deemed to be held in trust for the Owner-Trustee and shall be paid immediately to and retained by the Owner-Trustee or as the Owner-Trustee may direct. The Owner-Trustee hereby initially directs that to the extent that Payments received under the Subleases exceed the amount necessary to satisfy the obligations of the Lessee under the Lease due and payable on the date such Payments were due and payable under the Subleases, such excess shall be paid directly to FSSB. If the Trustee shall not receive any rental payment under the first paragraph of § 3 of the FSSB Lease or any payment of Casualty Values under § 7 of the FSSB Lease when due, the Trustee shall promptly notify the Owner-Trustee and FSSB by telephonic communication confirmed in writing at the address set forth in the FSSB Lease. Failure to so notify the Owner-Trustee and FSSB shall not affect the rights and remedies of the Trustee hereunder or under the Security Document.

2. This Assignment is executed only as security for the obligations of the Owner-Trustee under the Security Document and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or pass, or in any way affect or modify the liability of the Owner-Trustee under the FSSB Lease or of FSSB under the Subleases, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner-Trustee to FSSB under the FSSB Lease and of FSSB to the Sublessees under the Subleases shall be and remain enforceable by FSSB and the Sublessees, their successors and assigns, against, and only against, the Owner-Trustee, in the case of the FSSB Lease, and FSSB, in the case of the Subleases, or persons other than the Trustee.

3. To protect the security afforded by this

Assignment, the Owner-Trustee agrees as follows:

(a) The Owner-Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which each Lease provides is to be performed by the Owner-Trustee; without the written consent of the Trustee, the Owner-Trustee will not anticipate the rents under any Lease or waive, excuse, condone, forgive or in any manner release or discharge any Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by any such Lessee which are intended to satisfy the obligations of the Owner-Trustee under the Security Document, including, without limitation, the obligation to make the payments in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating any Lease, and the Owner-Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Owner-Trustee fail to make any payment or to do any act which this Assignment requires the Owner-Trustee to make or do, then the Trustee, but without obligation so to do, after first making written demand upon the Owner-Trustee and affording the Owner-Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Owner-Trustee from any obligation hereunder, may make or do the same in such manner and to such extent as the Trustee may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Trustee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Owner-Trustee contained in any Lease; and in exercising any such powers, the Trustee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner-Trustee will reimburse the Trustee for such costs, expenses and fees; provided, however, that the obligations of the Owner-Trustee to make reimbursements under this Paragraph 3 are subject to the last paragraph of Section 4.04 of the Security Document.

4. Subject to the provisions of Paragraph 10

hereof, the Owner-Trustee does hereby constitute the Trustee the Owner-Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Owner-Trustee, or otherwise), to demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Leases, to which the Owner-Trustee is or may become entitled, to enforce compliance by the Lessees with all the terms and provisions of the Leases, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Owner-Trustee's obligations under the Security Document, this Assignment and all rights herein assigned to the Trustee shall terminate, and all estate, right, title and interest of the Trustee in and to the Leases shall revert to the Owner-Trustee without further act or deed, but the Trustee shall execute and deliver such documents as the Owner-Trustee may reasonably request in order to confirm, or make clear upon public records, such termination and/or reversion.

6. The Owner-Trustee will, from time to time, do and perform any other act and will execute, acknowledge, and deliver any and all further instruments reasonably requested by the Trustee in order to confirm or further assure the interests of the Trustee hereunder.

7. The Trustee may assign all or any of the rights assigned to it hereby or arising under the Leases, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder. The Trustee will give written notice to the Owner-Trustee and the Lessees of any such assignment.

8. This Assignment shall be governed by the laws of the State of Utah, but the parties hereto shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. The Owner-Trustee shall cause copies of all notices received in connection with the Leases and all Payments to be promptly delivered or made to the Trustee at its address set forth in Section 9.05 of the Security Document, or at such other address as the Trustee shall designate.

10. The Trustee hereby agrees with the Owner-Trustee that, so long as no Event of Default, or any event which with lapse of time or notice or both would constitute such an Event of Default, under the Security Document has occurred and is then continuing, the Trustee will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner-Trustee to the Trustee by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Leases and the Security Document, the Owner-Trustee may, so long as no Event of Default, or event which with lapse of time or notice or both would constitute such an Event of Default, under the Security Document has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges and remedies arising out of subparagraph (a) of the first paragraph of § 10 of the FSSB Lease or Sections 8(B)(i) of the Subleases; provided, however, the Owner-Trustee shall not, without the prior written consent of the Trustee, terminate any Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of § 10 or the third paragraph of § 12 of the Lease or of Sections 8(B)(ii) of the Subleases.

11. No recourse shall be had in respect of any obligation due under this Assignment, or referred to herein, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Owner-Trustee, the Trustee, any holder of the Equipment Trust Certificates or the Owners, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of incorporators, stockholders, directors, officers, as such, or beneficiaries being forever released as a condition of and as consideration for the execution of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names, by officers thereunto duly authorized, and their respective

seals to be hereunder affixed and duly attested, all as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as Owner-Trustee,

[SEAL]

by

Attest:

Authorized Officer

Authorized Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as Trustee,

by

[SEAL]

Stephen B. Fisher

Authorized Officer

Attest:

Cal. E. Bank

Authorized Officer

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Bank and that said instrument was signed and sealed on behalf of said Bank 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 Bank.

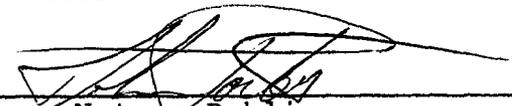
Notary Public

[NOTARIAL SEAL]

My Commission Expires

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this *27th* day of *Nov.* 1979, before me personally appeared **FUCHIA B. EICHERS** to me personally known, who, being by me duly sworn, says that she is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N. A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws and she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Notary Public

[NOTARIAL SEAL]

My Commission Expires

9-7-82



LESSEE'S CONSENT AND AGREEMENT

First Security State Bank, not in its individual capacity but solely as trustee (the "Lessee") under a Lease Trust Agreement dated as of the date hereof with Rail Finance Corporation and CFS Railcar, Inc. (the "Lessee-Beneficiaries") hereby (a) acknowledges receipt of a copy of the foregoing Assignment of Lease, Reassignment of Subleases and Agreement (the "Assignment") and (b) consents to all the terms and conditions of the Assignment.

As an inducement to the purchasers and subsequent holders of equipment trust certificates (the "Trust Certificates") to be issued pursuant to the Equipment Trust Agreement, dated as of the date hereof (the "Security Document") between The Connecticut Bank and Trust Company, as trustee (the "Owner-Trustee"), and First Security Bank of Utah, N.A., as trustee (the "Trustee") (a copy of which Security Document has been delivered to the undersigned), pursuant to which the Owner-Trustee is partially financing the purchase of the units of railroad equipment (the "Units") being leased by the Owner-Trustee to the Lessee pursuant to a Lease of Railroad Equipment, dated as of the date hereof (the "Lease") between the Lessee and the Owner-Trustee, and subleased by the Lessee to Sublessees (as defined in the Assignment) pursuant to Subleases (as defined in the Assignment) and in consideration of other good and valuable consideration, the Lessee hereby agrees:

(1) subject to the terms and conditions of the Assignment, to pay all rentals, casualty payments, liquidated damages, indemnities (except sums which by the terms of the Lease are payable directly to the Owners (as defined in the Assignment) and the Owner-Trustee pursuant to § 6 and § 9 of the Lease) and other moneys provided for in the Lease (which moneys are hereinafter called the Payments) due and to become due to the Owner-Trustee under the Lease in respect of the Units leased under the Lease, directly to the Trustee to be applied as provided in the Security Document, to its address at 79 South Main Street, Salt Lake City, Utah 84111, attention of Trust Department, Corporate Trust Division (or to such other address as may be furnished in writing to the undersigned by the Trustee);

(2) subject to the terms and conditions of the Assignment, that the Trustee shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the Lessee under

the Lease and the Subleases as though the Trustee were named therein as the Owner-Trustee and the Lessor, respectively;

(3) that the Trustee shall not, by virtue of the Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease, the Subleases or otherwise; and

(4) that neither the Lease nor the Subleases (except as permitted in the third paragraph of § 12 of the Lease) shall, without the prior written consent of the Trustee, be amended, terminated or modified, or any action be taken or omitted by the Lessee, the taking or omission of which might result in any alteration or impairment of the obligations of the Lessee under the Lease or the Subleases which are intended to satisfy the obligations of the Owner-Trustee under the Security Document, the obligations of the Owner-Trustee under the Assignment or the obligations of the Lessee under this Consent and Agreement or of any of the rights created by any thereof.

The Lessee further agrees (i) to execute, deliver and/or furnish all notices, certificates, communications, instruments, agreements, legal opinions and other documents and papers required to be executed, delivered and/or furnished by it (or its counsel) pursuant to the provisions of the Security Document and (ii) to do all such acts and execute and deliver all such further assurances required to be done and/or executed and delivered by it pursuant to the provisions of any thereof.

This Consent and Agreement, when accepted by the Trustee by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Utah and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of October 15, 1979

FIRST SECURITY STATE BANK,
not in its individual capacity
but solely as trustee for the
Lessee-Beneficiaries,

[Corporate Seal]

by

Sandra Powell

Attest:

John R. Fay

Accepted:

FIRST SECURITY BANK OF UTAH,
N.A., not in its individual
capacity but solely as Trustee,

by



Authorized Officer

[Corporate Seal]

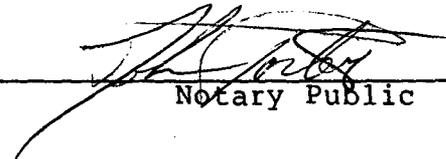
Attest:



Authorized Officer

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 27th day of November 1979, before me personally appeared SANDRA P. POWELL, to me personally known, who, being by me duly sworn, says that she is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its By-laws, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Notary Public

[Notarial Seal]

My Commission Expires

9-7-82