UNITED STATES RAILWAY LEASING CO.
A SUBSIDIARY OF EVANS PRODUCTS COMPANY
TRANSPORTATION SYSTEMS & INDUSTRIAL GROUP
2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018 (312) 297-3200

RECEIVED
MAY 23 11 05 AM '77
I.C.C.
FEE OPERATION BR.

RECORDATION NO. 8829 Filed & Recorded
MAY 23 1977 - 11 05 AM
INTERSTATE COMMERCE COMMISSION

May 20, 1977

7-143 A040

RECORDATION NO. 8829 Filed & Recorded
MAY 23 1977 - 11 05 AM
INTERSTATE COMMERCE COMMISSION

Date MAY 23 1977
Fee $ 150
ICC Washington, D. C.

Office of the Secretary
Interstate Commerce Commission
Washington, D. C.

RE: Equipment Trust Agreement dated as of April 1, 1977

Gentlemen:

Pursuant to Section 20c of the Interstate Commerce Act and the rules and regulations promulgated thereunder, we hand you herewith for filing thirteen (13) executed counterparts of the above referenced Equipment Trust Agreement and thirteen (13) executed counterparts each of ten (10) separate Assignments of Lease and Agreement, each dated as of May 18, 1977, all as more fully described below:

Vendor-Lessee: United States Railway Leasing Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

Vendee-Lessor: Continental Illinois National Bank and Trust Company of Chicago, as Trustee
231 South LaSalle Street
Chicago, Illinois 60693

Guarantor: United States Railway Equipment Co.
2200 East Devon Avenue
Des Plaines, Illinois 60018

Guarantor: Evans Transportation Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

The parties to the ten (10) separate Assignments of Lease and Agreement are:

Assignor: United States Railway Leasing Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

Counterpart C. T. Kappler

Assignee: Continental Illinois National Bank
and Trust Company of Chicago, as Trustee
231 South LaSalle Street
Chicago, Illinois 60693

A description, including lettering and car reporting numbers of the equipment covered by the Equipment Trust Agreement and of the leases covered by the Assignments of Lease and Agreement, is set forth in Schedule A attached hereto.

Enclosed is Rosenthal and Schanfield Check No. 21164 in the amount of $180.00 in full payment of all filing and recording fees. Since the above mentioned documents are being delivered to you by hand, we would appreciate it if you would return to the person delivering the same duly stamped copies of the documents not required to be kept by you. If this is not possible, please return the same by mail to:

I. Walter Deitch
ROSENTHAL AND SCHANFIELD
55 East Monroe Street, Suite 4620
Chicago, Illinois 60603

Very truly yours,

United States Railway Leasing
Company

BY: Leonard Schafer
Assistant Secretary

nev
Enc.

RECORDATION NO. 8829 Filed & Recorded

MAY 23 1977 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT dated as of April 1, 1977, by and between UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (hereinafter called the Company), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee (hereinafter called the Trustee), under an Equipment Trust Agreement dated as of April 1, 1977 (hereinafter called the Equipment Trust Agreement), by and among the Trustee, the Company, United States Railway Equipment Co., an Illinois corporation (hereinafter called the Equipment Co.) and EVANS TRANSPORTATION COMPANY, an Illinois corporation (hereinafter called ETC).

WHEREAS, the Company and Toledo, Peoria & Western Railroad Company (hereinafter called the Lessee) have entered into a Lease Agreement dated May 13, 1976 (hereinafter called the Lease), providing for the leasing by the Company to the Lessee of the 50 units of railroad equipment (hereinafter called Units) described in the Lease, which has been filed and recorded with the Interstate Commerce Commission and bears Recordation Number 8408, and executed counterpart of the Lease being delivered to the Trustee concurrently herewith; and

WHEREAS, this Assignment of Lease and Agreement is being made pursuant to Section 4.09 of the Equipment Trust Agreement to secure the payment and performance by the Company, Equipment Co. and ETC of all obligations arising under the Equipment Trust Agreement, including, but not limited to, the obligations arising under the guarantee of payment of the Equipment Trust Certificates issued or to be issued under the Equipment Trust Agreement and performance by the Company of its obligations under said Agreement (all such obligations being hereinafter called the Liabilities);

NOW, THEREFORE, in consideration of the sum of $10 duly paid by the Trustee to the Company and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. As security for the payment and performance of the Liabilities, the Company hereby assigns, transfers, and sets over unto the Trustee all the Company's right, title and interest as lessor under the Lease, together with all rights, powers, privileges, and other benefits of the Company as lessor under the Lease, including, without limitation, the

immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Company under or pursuant to the provisions of the Lease, the right to receive all proceeds from the sale of any of the Units payable to the Company pursuant to the Lessee's exercise of an option to purchase any such unit pursuant to the Lease, 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 the Lease, and to do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Lease; *provided, however,* that until an Event of Default under the Equipment Trust Agreement, or any event which with notice or lapse of time or both, could constitute such an Event of Default, shall occur, it is understood that the Company shall be entitled for the benefit of the Trustee to give all notices and to take all action upon the happening of an event of default specified in the Lease provided that the Trustee is first advised of such action proposed to be taken. In furtherance of the foregoing assignment, the Company hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of the Company or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Company is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Company will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment). Until such time as, to the actual knowledge of the Trustee (obtained at its Corporate Trust Office as that term is defined in the Equipment Trust Agreement), an Event of Default has occurred and is continuing, the Company shall be entitled to receive all rentals, profits and other sums payable to or receivable by the Company under or pursuant to the provisions of the Lease (hereinafter called Rentals), except that the Company shall be entitled to receive proceeds from the sale of any unit of Trust Equipment payable to it pursuant to the Lessee's exercise of an option to purchase any such unit only upon compliance with the first paragraph of Section 4.06 of the Equipment Trust Agreement.

Upon the occurrence of an Event of Default the Trustee shall immediately give notice to the Lessee, directing the Lessee to pay all Rentals directly to the Trustee. The Company shall, if it receives the

same, forthwith deposit the same with the Trustee, which payments shall be applied by the Trustee to the payment of all amounts then or thereafter due and payable under the Equipment Trust Agreement.

2. The assignment made hereby is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Trustee or any of the holders of the Equipment Trust Certificates to, or transfer, or pass, or in any way affect or modify the liability of the Company under the Lease, it being understood and agreed that notwithstanding such assignment or any subsequent assignment all obligations of the Company to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Company.

3. Upon the full discharge and satisfaction of the Liabilities, the assignment made hereby shall terminate, and all estate, right, title and interest of the Trustee in and to the Lease shall revert to the Company.

Upon transfer by the Trustee of title to any of the Units pursuant to Section 4.06 of the Equipment Trust Agreement, the Trustee shall execute and deliver to the Company a release or reassignment as to such Units.

4. The Company warrants and covenants that (a) the Company has full right, power and authority to enter into, create and deliver the Lease and this Assignment and the execution and delivery by the Company of the Lease and this Assignment have each been duly authorized, and the Lease and this Assignment are and will remain the legal, valid and binding obligations of the Company enforceable in accordance with their terms; (b) except as provided in Section 4.09 of the Equipment Trust Agreement with respect to a lease other than an Existing Lease, the Company has not executed any other assignment of the Lease or of its right to receive all payments under the Lease and the Lease will continue to be free and clear of any and all claims, liens, agreements, security interests or other encumbrances (except this Assignment and except to the extent the Company is contesting the validity of the same in good faith by appropriate proceedings); (c) notwithstanding this Assignment, the Company will conform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by it; (d) to the knowledge of the Company, it and the Lessee have performed all obligations on their respec-

tive parts to be performed under the Lease on or prior to the date hereof; (e) the execution and delivery of the Lease and this Assignment and compliance by the Company with the terms thereof and hereof will not result in any breach of any applicable law or of any of the terms, conditions or provisions of, or constitute a default under, or with notice or lapse of time, or both, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrances upon any property or assets of the Company pursuant to the corporate charter or by-laws of the Company or any indenture, agreement or other instrument to which the Company is a party or by which it may be bound, and (f) no authorization or approval of any governmental agency or commission or public or quasi-public body or authority of the United States of America, any State thereof or the District of Columbia or of any department or subdivision of any such State is necessary for the due execution and delivery by the Company of the Lease and this Assignment or for the validity or enforceability thereof as against the Company.

Unless the Lease is an Existing Lease (as defined in the Equipment Trust Agreement), the Company will, concurrently with the execution and delivery of this Assignment, deliver to the Trustee the opinion of the Lessee's counsel stating with respect to the Lease the matters set forth in paragraph 20 of the leases specifically described in Schedule A of the Equipment Trust Agreement and the opinion of Messrs. Rosenthal and Schanfield, counsel for the Company, or an opinion of other counsel satisfactory to the Trustee, to the effect set forth in subparagraph (e) of Section 3.04 of the Equipment Trust Agreement relating to this Assignment and the Lease relating thereto.

5. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee under the Lease for any Rental, or to enforce any provisions of the Lease, the Company will save, indemnify and keep the Trustee harmless from and against (a) all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Lessee or its successors, arising out of a breach by the Company of any obligation under the Lease or arising out of any other indebtedness or liability at any time owing to the Lessee or its successors from the Company and (b) all liability, loss, expense or damage under or arising out of any provisions of the Lease. Any and all such obligations of the Company shall be and

remain enforceable against the Company and shall not be enforceable against the Trustee or any party or parties in whom any of the rights of the Company under the Lease shall vest by reason of the successive assignments or transfers.

6. The Trustee may assign all or any of its rights under the Lease, including the right to receive any payments due or to become due to it from the Lessee thereunder. 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.

7. Subject to Section 4.09 of the Equipment Trust Agreement, the Company shall have the right, without the prior written consent of the Trustee to enter into any agreement amending or terminating the Lease.

8. This Assignment shall be governed by the laws of the State of Illinois, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

9. The Company will from time to time execute all such supplemental instruments and other documents as the Trustee may reasonably request in order to confirm or further assure the assignment made hereby and the provisions hereof.

In witness whereof, the Company and the Trustee have caused this instrument to be signed in their respective names by their respective officers thereunto duly authorized, as of the date first above written.

United States Railway Leasing Company,

by

Vice President

Attest:

Assistant Secretary

[corporate seal]

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY
OF CHICAGO

by _____
Vice President

Attest:

_____
Trust Officer

[CORPORATE SEAL]

STATE OF ILLINOIS
COUNTY OF COOK } ss.:

On this 18th day of May, 1977, before me personally appeared G. T. Solomonson, to me personally known, who, being by me duly sworn, says that he is a Vice President of UNITED STATES RAILWAY LEASING COMPANY, that the seal 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 Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Nora C. Klein
Notary Public

My Commission expires: My Commission Expires Sept. 22, 1978

STATE OF ILLINOIS
COUNTY OF COOK } ss.:

On this 18th day of May, 1977, before me personally appeared M. J. Kruger, to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association 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 association.

[NOTARIAL SEAL]

Shirley Marsek
Notary Public

My Commission expires: My Commission Expires
December 31, 1978