

RECORDATION NO. 10230 Filed 1425
MAR 28 1979 - 15 PM

OKLAHOMA ELECTRIC COMPANY 321 North Harvey Post Office Box 321 Oklahoma City, Oklahoma 73101 Telephone 405-272-3000



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OFFICE OF SECRETARY

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786-7575*

RECORDATION NO. 10230-B Filed 1425

MAR 28 1979 - 15 PM

INTERSTATE COMMERCE COMMISSION

March 21, 1979

9-083A150
Date 3-27-79
Fee \$ 120.00

RECORDATION NO. 10230-C Filed 1425

CC Washington, D. C.

Interstate Commerce Commission
12th Street and Constitution Avenue,
Washington, DC 20423

MAR 28 1979 - 15 PM
INTERSTATE COMMERCE COMMISSION

Attention: Secretary

Gentlemen:

Enclosed herewith for filing and recording, pursuant to Section 20c of the Interstate Commerce Act, are eight executed counterparts of the following:

1. Conditional Sale Agreement dated as of February 1, 1979, between Thrall Car Manufacturing Company and Mercantile-Safe Deposit and Trust Company;
2. Agreement and Assignment dated as of February 1, 1979, between Thrall Car Manufacturing Company and Fidelity Bank National Association, as Agent;
3. Lease of Railroad Equipment dated as of February 1, 1979, between Mercantile-Safe Deposit and Trust Company and Oklahoma Gas and Electric Company; and
4. Assignment of Lease and Agreement dated as of February 1, 1979, between Mercantile-Safe Deposit and Trust Company and Fidelity Bank National Association, as Agent.

The foregoing documents relate to the purchase and financing of:

450 100-ton (4,000 cu. ft.) high-side steel gondola cars with swivel couplers (Car Nos. OGEX 581 through 1022 and OGEX 5009 through 5016, both inclusive).

Enclosed is our check in the amount of \$120 in payment of the applicable recording fees.

Bowyer

(Overly)

7

Interstate Commerce Commission
Page Two
March 21, 1979

Please deliver five counterparts, each bearing recordation data with respect to the filing pursuant to the provisions of Section 20c of the Interstate Commerce Act, to the bearer of this letter.

For your records, the names and addresses of the parties to the several instruments are as follows:

Fidelity Bank National Association
P. O. Box 24128
Oklahoma City, OK 73124
Attention: Mr. Walt Pralle

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, MD 21201
Attention: Corporate Trust Department

Thrall Car Manufacturing Company
P. O. Box 218
Chicago Heights, IL 60401
Attention: Mr. John P. Lynch
Vice President - Sales

Oklahoma Gas and Electric Company
321 North Harvey Avenue
Oklahoma City, OK 73101
Attention: Mr. R. Drake Keith
Senior Vice President-Finance

Very truly yours,



R. Drake Keith
Senior Vice President-Finance

Enclosures

RECORDATION NO. 10230-A
Filed 1425
MAR 28 1979 - 2 15 PM
INTERSTATE COMMERCE COMMISSION

10230

AGREEMENT AND ASSIGNMENT

Dated as of February 1, 1979

between

THRALL CAR MANUFACTURING COMPANY

and

FIDELITY BANK NATIONAL ASSOCIATION,

as Agent

OFFICE OF SECRETARY

MAR 27 1 58 PM '79

RECEIVED

AGREEMENT AND ASSIGNMENT dated as of February 1, 1979 between THRALL CAR MANUFACTURING COMPANY (hereinafter called the Builder) and FIDELITY BANK NATIONAL ASSOCIATION, acting as Agent (hereinafter called the Assignee) under a Finance Agreement dated as of the date hereof (hereinafter called the Finance Agreement).

WHEREAS, the Builder and MERCENTILE-SAFE DEPOSIT AND TRUST COMPANY, as Trustee (hereinafter, together with its successors and assigns, called the Vendee) under an Amended and Restated Trust Agreement dated as of the date hereof (hereinafter called the Trust Agreement) with THE FIRST OKLAHOMA INVESTMENTS CORPORATION and BANKERS TRUST COMPANY (hereinafter called collectively the Beneficiaries and individually a Beneficiary) have entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment described in Annex A to the Conditional Sale Agreement (hereinafter called the Equipment); and

WHEREAS, the Vendee and OKLAHOMA GAS AND ELECTRIC COMPANY (hereinafter called the Lessee) have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease) providing for the lease to the Lessee of the Equipment, and the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of the date hereof (hereinafter called the Lease Assignment) assigning for security purposes certain of the Vendee's rights in, to and under the Lease to the Assignee as further security for the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement);

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this Assignment) WITNESSETH THAT, in consideration of the sum of One Dollar and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION 1. The Builder hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) All the right, title and interest of the Builder in and to each unit of the Equipment;

(b) All the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment and reimbursement for taxes paid or incurred by the Builder under Article 6 thereof), in and to any and all amounts which may be or become due or owing under the

Conditional Sale Agreement on account of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) with respect to the Equipment and interest and premium, if any, thereon and in and to any other sums becoming due from the Vendee under the Conditional Sale Agreement other than those hereinabove excluded; and

(c) Except as limited by subparagraph (b) of this paragraph, all the Builder's rights, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse, however, against the Builder for or on account of the failure of the Vendee or the Lessee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to sell and deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements contained in Article 14 of the Conditional Sale Agreement or relieve the Vendee from its obligations to the Builder contained in Articles 2, 3, 4, 6 and 14 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the Conditional Sale Agreement, all obligations of the Builder to the Vendee with respect to the Equipment shall be and remain enforceable by the Vendee, its successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of or as attorney hereby irrevocably constituted for the Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee and the Lessee with the terms and agreements on their parts to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. The Builder covenants and agrees that it shall construct the Equipment in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Vendee or its duly appointed agent in accordance with the provisions of the Conditional Sale Agreement; and that notwithstanding this Assignment, it will perform and fully comply with each and all of the covenants and conditions of the Conditional Sale Agreement to be performed and complied with by the Builder. The Builder further covenants and agrees that it will warrant to the Assignee, the Vendee and the Lessee that at the time of delivery of each unit of the Equipment under the Conditional

Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee and the Lessee under the Conditional Sale Agreement and the rights of the Lessee under the Lease; and the Builder further covenants and agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Conditional Sale Agreement; all subject, however, to the provisions of the Conditional Sale Agreement and the rights of the Vendee thereunder. The Builder will not deliver any of the Equipment to the Vendee or its duly appointed agent under the Conditional Sale Agreement until the Conditional Sale Agreement and the Lease have been filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303.

SECTION 3. The Builder covenants and agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest or premium, if any, on, Conditional Sale Indebtedness or to enforce any provision of the Conditional Sale Agreement, the Builder will indemnify, protect and hold harmless the Assignee and/or the Vendee, as appropriate, from and against all expense (including, but not limited to, counsel fees), loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever claimed by the Vendee or the Lessee arising out of a breach by the Builder of any obligation with respect to the Equipment or the manufacture, construction, sale, delivery or warranty thereof or arising by reason of any other indebtedness or liability at any time owing to the Vendee, the Assignee or the Lessee by the Builder. Any and all such obligations shall be and remain enforceable by the Vendee or the Lessee or their respective successors and assigns against and only against the Builder or its successors and assigns and shall not be enforceable against the Assignee or any person or persons in whom title to the Equipment, or any unit thereof, or any of the rights of the Builder under the Conditional Sale Agreement shall vest by reason of this assignment or of successive assignments or transfers. The Assignee will give notice to the Builder of any suit, proceeding or action by the Assignee herein described, and shall promptly move or take other appropriate action, on the basis of Article 15 of the Conditional Sale Agreement, to strike any defense, set-off, counterclaim or recoupment asserted by the Vendee or the Lessee therein; and if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, set-off, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee shall promptly notify the Builder of any such defense, set-off, counterclaim or recoupment asserted by the Vendee or the Lessee or

its successors and assigns and thereafter give the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, set-off, counterclaim or recoupment.

The Builder agrees that any amounts payable to it by the Vendee or the Lessee with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. The Builder will cause to be plainly, distinctly, permanently and conspicuously marked on each side of each unit of the Equipment, at the time of delivery thereof under the Conditional Sale Agreement, in letters not less than one inch in height, the words: "Owned by a Bank or Trust Company. Ownership Subject to a Security Agreement Filed with the Interstate Commerce Commission."

SECTION 5. The Assignee, on each Closing Date as provided in Article 4 of the Conditional Sale Agreement with respect to a Group (as defined in said Article 4) of the Equipment, shall pay to the Builder an amount equal to the Conditional Sale Indebtedness with respect to such Group as provided in Article 4, provided that there shall have been delivered to the Assignee (with an executed counterpart to the Vendee and the Beneficiaries), as provided in Article 15 of the Conditional Sale Agreement and at least five Business Days prior to such Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel hereinafter mentioned, in such number of counterparts as may be reasonably requested by said special counsel:

(a) A bill of sale, dated such Closing Date, from the Builder to the Assignee transferring and assigning the security interest of the Builder in the units of the Equipment in such Group and warranting to the Assignee, the Vendee and the Lessee that at the time of delivery of such units under the Conditional Sale Agreement the Builder had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances of any nature, except only the rights of the Vendee and the Lessee under the Conditional Sale Agreement and the rights of the Lessee under the Lease, and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Conditional Sale Agreement;

(b) A Certificate or Certificates of Acceptance with respect to the units of the Equipment in such Group as contemplated by Article 3 of the Conditional Sale Agreement and Section 2 of the Lease;

(c) A Closing Certificate dated such Closing Date, signed by the President or a Vice President of the Lessee, substantially in the form attached hereto as Annex A;

(d) An invoice or invoices of the Builder to the Vendee for the units of the Equipment in such Group accompanied by or having endorsed thereon a certification by the Lessee as to its approval thereof;

(e) An opinion, dated such Closing Date, of Isham Lincoln & Beale, special counsel for the Assignee and the Investors named in the Finance Agreement, addressed to the Assignee, the Vendee and the Builder, to the effect that (i) the Finance Agreement, assuming the due authorization, execution and delivery thereof by each Investor, has been duly authorized, executed and delivered and is a legal, valid and binding instrument, (ii) the Conditional Sale Agreement has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument enforceable in accordance with its terms, (iii) this Assignment has been duly authorized executed and delivered by the respective parties thereto and is a legal, valid and binding instrument, (iv) the Assignee is vested with all the rights, titles and interests of the Builder purported to be assigned to the Assignee by this Assignment, (v) the Lease has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument enforceable in accordance with its terms, (vi) the Lease Assignment has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument, (vii) the Assignee is vested with all the rights, titles and interests of the Vendee purported to be assigned to the Assignee by the Lease Assignment, (viii) the Assignee is vested with a valid security interest in the units of the Equipment, (ix) subject to the security interest created in favor of the Assignee and the rights of the Lessee under the Lease, the Vendee is vested with all rights of ownership in and to the units of the Equipment, (x) no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the valid execution and delivery of the Finance Agreement, the Conditional Sale Agreement, this Assignment, the Lease or the Lease Assignment, or, if any such authority is necessary, it has been obtained, (xi) the Conditional Sale Agreement, this Assignment, the Lease and the Lease Assignment have been duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303, and no other filing or recordation is necessary for the perfection of the rights of the Assignee in any state of the United States of America

or in the District of Columbia, (xii) registration of the Conditional Sale Agreement, this Assignment or the Certificates of Interest delivered pursuant to the Finance Agreement is not required under the Securities Act of 1933, as amended, and qualification of an indenture with respect thereto is not required under the Trust Indenture Act of 1939, as amended, and (xiii) the opinions delivered to the Assignee pursuant to subparagraphs (f), (g), (h) and (i) of this Section 5 have been examined by and are satisfactory to such counsel and may be relied upon by the Assignee and the Investors, and covering such other matters as may reasonably be requested by the Assignee and the Investors;

(f) An opinion, dated such Closing Date, which opinion may be limited to the laws of the State of Illinois and Federal law, of Gardner, Carton & Douglas, special counsel for the Lessee, addressed to the Assignee, the Builder, each Beneficiary and the Vendee, to the effect set forth in clauses (i), (v), (vi), (xi) and (xii) of subparagraph (e) above and to the effect that (i) no approval of the Interstate Commerce Commission, the Federal Energy Regulatory Commission, the Securities and Exchange Commission, the Corporation Commission of the State of Oklahoma or the Arkansas Public Service Commission or any other governmental authority is necessary for the valid execution and delivery by the Lessee of the Finance Agreement or the Lease or if any such approval or authority is necessary, it has been obtained and (ii) neither the execution and delivery of the Finance Agreement or the Lease, nor the consummation of the transactions therein contemplated or the fulfillment of the terms thereof, will conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation or By-laws of the Lessee;

(g) An opinion, dated such Closing Date, which opinion may be limited to the laws of the States of Oklahoma and Arkansas, addressed to the Assignee, the Builder, each Beneficiary and the Vendee, of Rainey, Ross, Rice & Binns, who are general counsel for the Lessee, to the effect that (i) the Lessee is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Oklahoma and is duly qualified to do business as a foreign corporation and is in good standing under the laws of the State of Arkansas, with full power to deliver, perform and enter into the Finance Agreement and the Lease and to own or lease its properties and to carry on its business or operations as now conducted, (ii) the Lessee has the legal right to operate as a public utility in the States of Oklahoma and Arkansas, (iii) no approval of the Corporation Commission of the State of Oklahoma or

the Arkansas Public Service Commission or any other state or local governmental authority, commission or body is necessary for the valid execution, delivery and performance by such corporation of the Finance Agreement or the Lease, (iv) neither the acquisition or ownership of the Equipment by the Vendee nor the leasing thereof to the Lessee pursuant to the Lease shall cause the Vendee to be deemed a public utility in either the State of Oklahoma or Arkansas, (v) neither the execution and delivery of the Finance Agreement or the Lease, nor the consummation of the transactions therein contemplated or the fulfillment of the terms thereof, will conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation or By-laws of the Lessee or, to the best knowledge of such counsel, of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or of any agreement or instrument to which the Lessee is now a party or is bound or constitutes a default thereunder, (vi) to the best knowledge of such counsel, no mortgage, deed of trust, credit agreement, contract, indenture, lien or other agreement or instrument of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property (or interests therein) of the Lessee now attaches or hereafter will attach to any units of the Equipment in such Group, or in any manner affect or will affect adversely the Vendee's or the Assignee's right, title and interest in such units, other than such liens as may attach to the rights of the Lessee under the Lease in and to such units, (vii) the Finance Agreement and the Lease, assuming the due authorization, execution and delivery thereof by the other parties thereto, have each been duly authorized, executed and delivered by the Lessee and each is a legal, valid and binding instrument, enforceable against the Lessee in accordance with its terms; (viii) to the best of such counsel's knowledge, the Lessee is not in default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument known to such counsel to which the Lessee is a party or by which the Lessee may be bound; (ix) to the best of such counsel's knowledge, except as the Vendee and the Assignee have been advised in writing by the Lessee, there are no legal or governmental proceedings pending to which the Lessee is a party or of which any property of the Lessee is the subject which individually or in the aggregate are material and, to the best of such counsel's knowledge, no such proceedings are threatened or contemplated by governmental authorities or others; (x) the Lessee has good and valid title to the real and fixed properties and franchises now owned by it, subject to the lien of the

Trust Indenture dated February 1, 1945, from the Lessee to The First National Bank and Trust Company of Oklahoma City as Trustee, as amended and supplemented, provided, however, that such opinion need not cover title to rights-of-way or easements for transmission or distribution lines; and (xi) except in localities where the Lessee has no franchises, which are relatively few and not of large population, the Lessee has sufficient authority under statutory provisions or by grants of franchises or permits by municipalities or counties to own or lease any property and conduct its business as presently conducted;

(h) An opinion, dated such Closing Date, of Carroll, Hartigan & Hillery, Ltd., counsel for the Builder, addressed to the Assignee, the Vendee and the Lessee, to the effect that (i) the Builder is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the power and authority to own or lease its properties and to carry on its business as now conducted, (ii) the Conditional Sale Agreement has been duly authorized, executed and delivered by the Builder and, assuming the due authorization, execution and delivery thereof by the Vendee, is a legal, valid and binding instrument enforceable against the Builder in accordance with its terms, (iii) this Assignment has been duly authorized, executed and delivered by the Builder and, assuming the due authorization, execution and delivery hereof by the Assignee, is a legal, valid and binding instrument enforceable against the Builder in accordance with its terms, (iv) the Assignee is vested with all the rights, titles and interests of the Builder purported to be assigned to the Assignee by this Assignment and (v) the Assignee is vested with a valid perfected security interest in the units of the Equipment in such Group and such units, at the time of delivery thereof under the Conditional Sale Agreement, were free from all claims, liens, security interests and other encumbrances (except only the rights of the Vendee under the Conditional Sale Agreement and the rights of the Lessee under the Lease);

(i) An opinion, dated such Closing Date, of counsel for each Beneficiary, which opinion may be limited to the laws of the state in which such Beneficiary has its principal place of business and to Federal law, addressed to the Assignee, the Vendee and the Lessee, stating that the Finance Agreement and the Trust Agreement have each been duly authorized, executed and delivered by such Beneficiary and, assuming the due authorization, execution and delivery thereof by the other parties thereto, each is a legal, valid and binding instrument enforceable against such Beneficiary in accordance with its respective terms; and

(j) A receipt from the Builder for any payment (other than the payment being made by the Assignee pursuant to this first paragraph of Section 5) required to be made on such Closing Date to the Builder with respect to the Equipment, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Vendee.

In giving the opinions specified in subparagraphs (e), (f), (g), (h) and (i) of this Section 5, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and to the further limitation that the availability of the remedy of specific performance is subject to the discretion of the enforcing court and to general equitable principles limiting the availability of such remedy. In giving the opinions specified in said subparagraphs (e) and (f), counsel may rely as to the authorization, execution and delivery by the Builder of the documents executed by the Builder and, to the extent applicable, title to the Equipment at the time of delivery thereof under the Conditional Sale Agreement, on the opinion of counsel for the Builder delivered pursuant to said subparagraph (h), as to the authorization, execution and delivery by the Lessee of the documents executed by the Lessee, on the opinion of counsel for the Lessee delivered pursuant to subparagraph (g), as to the authorization, execution and delivery by each Beneficiary of the documents executed by such Beneficiary, on the opinion of counsel for such Beneficiary delivered pursuant to said subparagraph (i).

The obligation of the Assignee hereunder to make payment for any Group of Equipment is hereby expressly conditioned upon the Assignee's having on deposit pursuant to the terms of the Finance Agreement, sufficient funds available to make such payment. The Assignee shall not be obligated to make any of the above-mentioned payments at any time while an event of default or any event which, with notice, demand and/or lapse of time would constitute an event of default shall have occurred and be continuing under the Conditional Sale Agreement. In the event that the Assignee shall not make any such payment as aforesaid, the Assignee shall reassign to the Builder, without recourse to the Assignee, all right, title and interest of the Assignee in and to the units of the Equipment with respect to which payment has not been made by the Assignee.

SECTION 6. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee or 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, and upon giving the written notice required in Article 15 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 7. The Builder hereby:

(a) represents and warrants to the Assignee and the Vendee and their respective successors and assigns, that the Conditional Sale Agreement was duly authorized by it and lawfully executed and delivered by it for good and valuable consideration; and, assuming the due authorization, execution and delivery thereof by the Vendee, the Conditional Sale Agreement is a legal, valid and binding agreement upon the Builder in accordance with its terms and it is now in full force and effect without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or the Vendee or their respective successors or assigns, make, execute and deliver all such further instruments of assignment, title, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned, transferred and set over to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee or its successors or assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment.

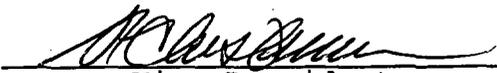
SECTION 8. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 and such additional rights arising out of the filing, recording, registering or depositing, if any, of the Conditional Sale Agreement or this Assignment as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded, registered or deposited and any rights arising out of the markings on the units of the Equipment.

SECTION 9. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. Although this Assignment is dated as of February 1, 1979 for

convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

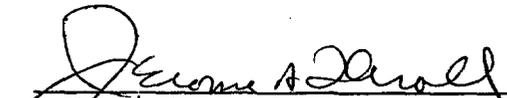
IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Assignment to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunder affixed and duly attested, all as of the date first above written.

THRALL CAR MANUFACTURING COMPANY

By 
Vice President

(CORPORATE SEAL)

Attest:

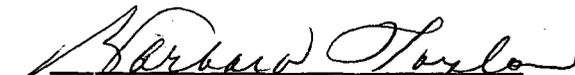

~~Assistant~~ Secretary

FIDELITY BANK NATIONAL
ASSOCIATION, as Agent

By 
Vice President

(CORPORATE SEAL)

Attest:


Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 16th day of March, 1979, before me personally appeared Stanley D. Christerson, to me personally known, who, being by me duly sworn, said that he is a Vice President of Thrall Car Manufacturing Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Kathryn M. Nelson
Notary Public

(NOTARIAL SEAL)

My commission expires

11/22/82

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

On this 20th day of March, 1979, before me personally appeared Marjorie Mathes, to me personally known, who, being by me duly sworn, said that he is a Vice President of Fidelity Bank National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Sandra K. Spradlin
Notary Public

(NOTARIAL SEAL)

My commission expires

9/14/82

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of February 1, 1979.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Trustee

By 
Assistant Vice President

OKLAHOMA GAS AND ELECTRIC COMPANY

By 
Vice President