

Aug 18 1972 3 00 P.M.

COLLATERAL ASSIGNMENT FEDERAL RESERVE COMMISSION

The undersigned (the "Vendor") hereby assigns to Schroder Trust Company (the "Agent"), as agent for certain investors (the "Investors") named at the end of a certain Finance Agreement dated as of July 17, 1972 (the "Finance Agreement") among Unilease Ltd. (the "Company") the Vendor, Elgin, Joliet and Eastern Railway Company (the "Lessee") the Investors, and the Agent as agent therefor, all of the Vendor's rights, title and interests, but none of the obligations, in, to, or under the Purchase Orders, the Consents and Assignments, the Conditional Sale Agreement, the Lease and the Lease Assignment referred to in the Finance Agreement (all of which, together with the Finance Agreement, are herein called the "Agreements").

Anything in the Agreements or herein to the contrary notwithstanding, all of the Vendor's rights, title and interests under the Agreements, including without limitation its rights to receive rental or other payments thereunder and to exercise its remedies thereunder, and all rights of any person, firm or corporation who claims or who may hereafter claim any rights under the Agreements under or through the Vendor, are hereby made subject and subordinate to the terms, covenants and conditions of the Finance Agreement and to all rights of the Investors thereunder and to any assignment thereof made by any of the Investors, or any of their successors or assigns.

The Vendor does hereby constitute the Agent, its successors and assigns (as agent for the Investors) the Vendor's attorney, irrevocably, with full power (in the name of the Vendor or otherwise) to demand and receive and give releases for any and all monies and claims for money due and to become due under or arising out of any of the Agreements, to endorse any checks or other instruments or orders in connection therewith, to give all or any of the notices, consents, instructions or other communications reserved to the Vendor in the Agreements, and to file any claims or take any action or institute any proceedings which the Agent deems necessary.

The Vendor agrees that it will promptly, at any time and from time to time, upon the written request of the Agent or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises and to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, title and interests hereby assigned and transferred to the Agent or intended so to be.

Following the assignment of all the Vendor's rights, title and interests under the Agreements pursuant hereto, the Vendor's obligations to the Investors in respect of the amounts due under the Certificates of Interest referred to in the Finance Agreement or under the Finance Agreement itself shall be satisfied solely out of the Funds (as that term is defined in the Finance Agreement, being used with the same meaning herein) and under no circumstances whatever shall the Vendor or any of its officers, directors or shareholders be personally liable for such amounts.

The Vendor hereby agrees to notify promptly the Agent or any subsequent assignee thereof of which it has notice of any event of default by the Lessee under the Lease, and/or by the Company under the Conditional Sale Agreement, and the Vendor shall not agree to, or permit, any extension, amendment, supplement or termination of any of the Agreements, or any modification, waiver or other alteration of any of the terms thereof without the written consent of the Agent, or any subsequent assignee thereof of which it has notice.

The Collateral Assignment is given as security for the payment by the Vendor to the Investors, their successors and assigns, of the amounts due to the Investors under the Certificates of Interest referred to in the Finance Agreement and under the Finance Agreement itself, and shall remain in full force and effect until such amounts (including all interest thereon) due to the Investors thereunder shall be paid in full.

Dated as of July 17, 1972

INTERET EQUIPMENT COMPANY

By: *David James Foster*  
Title: *Pres*