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RECORDATION NO. _____ Filed & Record

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INTERSTATE COMMERCE COMMISSION

COLLATERAL ASSIGNMENT OF LEASE

Dated as of August 1, 1972

between

FIRST CHICAGO LEASING CORPORATION

and

**THE LINCOLN NATIONAL LIFE INSURANCE
COMPANY**

EXECUTED IN 12. COUNTERPARTS OF
WHICH THIS IS COUNTERPART No. 2

COLLATERAL ASSIGNMENT OF LEASE dated as of August 1, 1972 (hereinafter called the Assignment), by and between FIRST CHICAGO LEASING CORPORATION (hereinafter called the Owner) and THE LINCOLN NATIONAL LIFE INSURANCE COMPANY (hereinafter called the Lender).

WHEREAS, the Owner has entered into a Chattel Mortgage Agreement dated as of the date hereof (hereinafter called the Chattel Mortgage Agreement) with the Lender granting to the Lender a security interest in the units of railroad equipment (hereinafter called the Units) described in Schedule A to the Chattel Mortgage Agreement; and

WHEREAS, the Owner and ST. JOE MINERALS CORPORATION (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 leasing by the Owner to the Lessee of the Units; and

WHEREAS, in order to provide security for the Indebtedness of the Owner (as defined in the Chattel Mortgage Agreement) and as an inducement to the Lender to purchase the Note (as defined in the Chattel Mortgage Agreement), the Owner has agreed to assign for security purposes its rights in, to and under the Lease to the Lender.

NOW, THEREFORE, in consideration of the premises and 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 13 hereof, the Owner hereby assigns, transfers and sets over unto the Lender, as collateral security for the payment of the Indebtedness and performance of the Owner's obligation under the Chattel Mortgage Agreement, all the Owner's right, title and interest 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 Owner from the Lessee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, indemnity, 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 the Lease, and to do any and all other things whatsoever which the Owner, as Lessor, is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner hereby irrevocably authorizes and empowers the Lender in its own name, or the name of its nominee, or in the name of the Owner or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Owner is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

As agent for the Lender, the Owner agrees to accept any Payments made by the Lessee and to hold and disburse the Payments in accordance with the instructions of the Lender, and in the absence of any such instructions, as is necessary to satisfy the obligations of the Owner under the Note and Chattel Mortgage Agreement.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Lender to, or transfer, or pass, or in any way affect or modify the liability of the Owner under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Owner or persons other than the Lender, except as is set forth in the Lease and Article 6 of the Chattel Mortgage Agreement.

3. To protect the security afforded by this Assignment the Owner agrees as follows:

(a) The Owner will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Owner; without the written consent of the Lender, the Owner will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, without

limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Lease, and the Owner agrees that any amendment, modification or termination thereof without such consent shall be void.

(b) At the Owner's sole cost and expense, the Owner will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of the Owner under the Lease.

(c) Should the Owner fail to make any payment or to do any act which this Assignment requires the Owner to make or do, then the Lender, but without obligation so to do, after first making written demand upon the Owner and affording the Owner a reasonable period of time within which to make such payment or do such act, but without releasing the Owner from any obligation hereunder, may make or do the same in such manner and to such extent as the Lender may deem necessary to protect the security hereof, 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 Lender, and also the right to perform and discharge each and every obligation, covenant and agreement of the Owner contained in the Lease; and in exercising any such powers, the Lender may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner will reimburse the Lender for such costs, expenses and fees with interest at 9% per annum.

4. The Owner does hereby constitute the Lender the Owner's true and lawful attorney, irrevocably, with full power (in the name of the Owner, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Owner is or may become entitled, to enforce

compliance by the Lessee with all the terms and provisions of the Lease, 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 to the Lender may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of the Indebtedness and of all the Owner's obligations under the Chattel Mortgage Agreement, this Assignment and all rights herein assigned to the Lender shall terminate, and all estate, right, title and interest of the Lender in and to the Lease shall revert to the Owner, without further transfer or action on the part of the Lender, except that the Lender, if so requested by the Owner, will execute and deliver to the Owner, at the expense of the Owner, for filing, recording or depositing in all necessary public offices, such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the right, title and interest of the Owner in and to the Lease.

6. The Owner represents and warrants that (a) the execution and delivery by the Owner of the Lease, this Assignment and the Chattel Mortgage Agreement have each been duly authorized, and the Lease, this Assignment and the Chattel Mortgage Agreement are and will remain the valid and binding obligations of the Owner in accordance with their terms, (b) the Owner has not executed any other assignment of the Lease and the Lender's right to receive all payments under the Lease is and will continue to be free and clear of any and all liens, agreements, security interests or other encumbrances, (c) notwithstanding this Assignment, the Owner will conform and comply with each and all of the covenants and conditions in the Lease and the Chattel Mortgage Agreement set forth to be complied with by it, (d) to the knowledge of the Owner, it has performed all obligations on its part to be performed under the Lease and the Chattel Mortgage Agreement on or prior to the date hereof and (e) the Lease and the Chattel Mortgage Agreement are in full force and effect and have not been canceled and to the knowledge of the Owner there has not occurred on or prior to the date hereof any Event of Default under the Lease or any event of default under the

Chattel Mortgage Agreement or any event which with notice and/or lapse of time would constitute such an Event of Default or event of default.

If an event of default under the Chattel Mortgage Agreement shall occur and be continuing, the Lender may declare all sums secured hereby immediately due and payable and may at its option without notice and without regard to the adequacy of the security of the sums hereby secured, either in person or by an agent with or without bringing any action or proceeding or by a receiver to be appointed by a court, take possession of and operate the Units or any part thereof in accordance with the terms of the Chattel Mortgage Agreement and do any acts which the Lender deems proper to protect the security hereof, either with or without taking possession of the Units. The taking possession of the Units and the taking of any action permitted as aforesaid shall not cure or waive any default or waive, modify or affect any default hereunder or under the Lease or invalidate any act done hereunder.

7. The Owner covenants and agrees with the Lender that in any suit, proceeding or action brought by the Lender, as assignee of the Owner's right, title and interest under the Lease for any installment of, or interest on, any rental or other sum owing thereunder, or to enforce any provisions of the Lease, the Owner will save, indemnify and keep the Lender harmless from and against 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 Owner 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 Owner. Any and all such obligations of the Owner shall be and remain enforceable against and only against the Owner and shall not be enforceable against the Lender or any parties in whom any of the rights of the Owner under the Lease shall vest by reason of successive assignments or transfers.

8. The Owner will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will refile, reregister, re-record or redeposit whenever required) any and all further

instruments required by law or reasonably requested by the Lender in order to confirm or further assure the interests of the Lender hereunder.

9. The Lender may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due, but neither Owner nor Lessee shall be under any obligation to such assignee except upon written notice of such assignment by Lender. 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 Lender hereunder.

10. 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.

11. The Owner shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Lender.

12. The Owner will promptly cause this Assignment to be filed and recorded in accordance with Section 20c of the Interstate Commerce Act.

13. Anything herein or in the Lease or in the Chattel Mortgage Agreement contained to the contrary notwithstanding, the Lender for itself and its successors and assigns, hereby agrees with the Owner and its successors and assigns, that the Lender will not, so long as no Event of Default under the Lease or event of default under the Chattel Mortgage Agreement has occurred and is then continuing, 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 to the Lender by this Agreement.

14. Any notice hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to it at its chief place of business at the following specified addresses:

(a) to the Lender, at 1301 South Harrison Street, Fort Wayne, Indiana 46801, Attention: Securities - Investment Department;

(b) to the Owner, at One First National Plaza, Chicago, Illinois 60670, Attention: President;

(c) to the Lessee at 250 Park Avenue, New York, New York 10017, Attention: L. K. Wheelock, Vice President;

or at such other address as may have been furnished in writing by such party to the other parties designated above.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment of Lease to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

FIRST CHICAGO LEASING CORPORATION

[CORPORATE SEAL]

Attest:

By

Robert K. Larson
Asst Vice President

John A. Cuddy
ASST SECRETARY

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

[CORPORATE SEAL]

Attest:

By

Harold S. Beech
Senior Vice President

C. M. ...
Asst. Secretary

STATE OF Illinois)
COUNTY OF Cook) SS.:

On this 8th day of September, 1972, before me personally appeared Robert F. Parsons, to me personally known, who, being by me duly sworn, says that he is a Asst. Vice President of FIRST CHICAGO LEASING CORPORATION, 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 Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jan M. Newell
Notary Public

[NOTARIAL SEAL]

My Commission expires:
My Commission Expires June 22, 1976

STATE OF INDIANA)
COUNTY OF ALLEN) SS.:

On this 31st day of August, 1972, before me personally appeared Harold L. Bobeck, to me personally known, who being by me duly sworn, says that he is a Senior Vice President of THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, 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 Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Jo Stoffer
Notary Public

[NOTARIAL SEAL]

My Commission expires:
Oct. 1, 1973

SCHEDULE A TO LEASE

| <u>Quantity</u> | <u>Description</u> | <u>Lessee's Road Numbers (inclusive)*</u> |
|-----------------|---|---|
| 80 | 100 ton capacity, high side gondola car. | SJMX 72,000-72,079 |

* to be assigned to units of Leased Property