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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT dated as of April 1, 1975 (hereinafter called this Assignment), by and between REPUBLIC NATIONAL LEASING CORPORATION, (hereinafter called the Lessor or the Vendee), and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Agent under a Finance Agreement dated the date hereof (hereinafter called the Agent).

WHEREAS, the Vendee is entering into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Security Document), with PULLMAN INCORPORATED (Pullman-Standard division) and NORTH AMERICAN CAR CORPORATION, in its capacity as builder, providing for the sale to the Vendee of the units of railroad equipment (hereinafter called the Units) described in the Annexes thereto as are delivered to and accepted by the Vendee thereunder; and

WHEREAS the Lessor and NORTH AMERICAN CAR CORPORATION (hereinafter in its capacity as Lessee under the Lease as hereinafter defined 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 Lessor to the Lessee of the Units;

WHEREAS, in order to provide security for the obligations of the Lessor under the Security Document and as an inducement to the Agent to invest in the Conditional Sale Indebtedness (as that term is defined in the Security Document), the Lessor has agreed to assign for security purposes its rights in, to and under the Lease to the Agent; and

WHEREAS the Lessee is consenting to this Assignment pursuant to a Lessee's Consent and Agreement dated as of the date hereof attached hereto as Annex I;

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 12 hereof, and without recourse against the Lessor for failure

of the Lessee to perform its obligations under the Lease, the Lessor hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the Lessor's obligations under the Security Document, all the Lessor's right, title and interest, powers, privileges, and other benefits 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 Lessor 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 Lessor is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Lessor hereby irrevocably authorizes and empowers the Agent in its own name, or in the name of its nominee, or in the name of the Lessor or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Lessor is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Agent agrees to accept any Payments made by the Lessee for the account of the Lessor pursuant to the Lease. To the extent received, the Agent will apply such Payments to satisfy the obligations of the Lessor under the Security Document, subject to the limitations contained in the last paragraph of Article 4 of the Security Document, and any balance shall be paid immediately to and retained by the Lessor. If the Agent shall not receive any rental payment under the first paragraph of § 3 of the Lease when due, the Agent shall notify the Lessor at the address set forth in the Lease; provided, however, that the failure of the Agent to so notify the Lessor shall not affect the rights and remedies of the Agent hereunder or under the Security Document.

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

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

(a) the Lessor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Lessor; without the written consent of the Agent, the Lessor 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 Lessor agrees that any amendment, modification or termination thereof without such consent shall be void;

(b) at the Lessor's sole cost and expense, the Lessor 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 Lessor under the Lease;

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

4. Subject to the provisions of paragraph 12 hereof,

the Lessor does hereby constitute the Agent the Lessor's true and lawful attorney, irrevocably, with full power (in the name of the Lessor, 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 Lessor 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 the Agent may deem to be necessary or advisable in the premises.

5. The Lessor agrees with the Agent that it will pay and discharge any and all claims, liens, charges or security interests (other than the Security Document) on the Equipment or the rentals or other payments under the Lease claimed by any party from, through or under the Lessor, or its successors and assigns (other than the Agent), not arising out of the acquisition or ownership of the Equipment or the leasing thereof to the Lessee (but including tax liens arising against the Lessor by reason of the receipt of "income and proceeds from the Equipment", as defined in the Security Document) unless such claims, liens, charges or security interests would rank subordinate to the interests of the Agent in and to the Equipment or such rentals or other payments, or unless the Lessor shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the nonpayment thereof does not adversely affect such interests of the Agent.

6. Upon the full discharge and satisfaction of all the Lessee's and the Lessor's obligations under the Security Document, this Assignment and all rights herein assigned to the Agent shall terminate, and all estate, right, title and interest of the Agent in and to the Lease shall revert to the Lessor.

7. On each Closing Date (as defined in the Security Document) the Lessor will furnish the Agent with an opinion of counsel that this Assignment has been duly authorized, executed and delivered by the Lessor and is a legal and valid agreement binding on the Lessor.

8. The Lessor 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, re-register, re-record or redeposit whenever required) any

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

9. Subject to the Finance Agreement, the Agent 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. 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 Agent 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 Lessor shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Agent at its address set forth in Article 21 of the Security Document, or at such other address as the Agent shall designate.

12. The Agent hereby agrees with the Lessor that the Agent will not, so long as an event of default under the Security Document has not occurred and is not 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 Lessor to the Agent by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument 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.



REPUBLIC NATIONAL LEASING CORPORATION,

by *[Signature]*  
President

[CORPORATE SEAL]

Attest:

*[Signature]*  
Assistant Secretary

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, as Agent,

by *[Signature]*  
Second Vice President

[CORPORATE SEAL]

Attest:

*[Signature]*  
Assistant Secretary

STATE OF TEXAS, )  
 ) ss.:  
COUNTY OF DALLAS, )

On this *12<sup>th</sup>* day of *June* 1975 before me personally appeared FRASER NOBLE to me personally known, who, being by me duly sworn says that he is President of REPUBLIC NATIONAL LEASING CORPORATION, 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.

*M. Lynn Cypher*  
\_\_\_\_\_  
Notary Public

My Commission expires *June 1, 1977*

[NOTARIAL SEAL]

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this *13* day of *June* 1975 before me personally appeared **Richard Y. Guthrie**, to me personally known, who, being by me duly sworn says that he is a Second Vice President of AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO., that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank and that said instrument was signed and sealed on behalf of said national 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 national bank.

*Cassandra Candinas*  
\_\_\_\_\_  
Notary Public

My Commission expires

[NOTARIAL SEAL]

EXPIRATION DATE MARCH 6, 1978.

Annex I to  
Assignment of Lease and Agreement

LESSEE'S CONSENT AND AGREEMENT

The undersigned, NORTH AMERICAN CAR CORPORATION, a Delaware corporation (hereinafter called the Lessee), the lessee named in the Lease (hereinafter called the Lease) referred to in the Assignment of Lease and Agreement dated as of April 1, 1975 (hereinafter called the Lease Assignment), hereby (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment.

As an inducement to each Investor, party to the Finance Agreement (a copy of which has been delivered to the Lessee) referred to in the Lease Assignment, to invest in the Conditional Sale Indebtedness, as that term is defined in the Conditional Sale Agreement referred to in the Lease Assignment, pursuant to which REPUBLIC NATIONAL LEASING CORPORATION (hereinafter called the Lessor) is financing its purchase of units of railroad equipment (hereinafter called the Units), which Units the Lessor is leasing to the Lessee pursuant to the Lease; as an inducement to the Lessor to enter into the Lease; and in consideration of other good and valuable consideration, the Lessee:

(1) agrees that it will pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease (which moneys are hereinafter called the Payments) due and to become due under the Lease or otherwise in respect of the Units leased thereunder, directly to AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO (hereinafter called the Agent), the assignee named in the Lease Assignment, at 33 North La Salle Street, Chicago, Illinois 60690, Attention of Corporate Trust Department (or at such other address as may be furnished in writing to the Lessee by the Agent) and, if the Lessee fails for any reason whatsoever to pay to the Agent any Payments, it will pay to the Agent on the respective dates or times set forth in the Lease, amounts equal to the Payments which it shall not theretofore have paid to the Agent, it being hereby agreed that the obligation of the Lessee to pay all the afore-

said Payments or sums equivalent to the Payments is absolute and unconditional;

(2) agrees that the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Agent were named therein as the Lessor;

(3) agrees that the Payments or sums equivalent to the Payments due hereunder shall not be subject to any right of setoff or counterclaim or other defense which the Lessee might have against the Lessor or otherwise, and the payment thereof to the Agent shall be final and shall not be subject to, and the Lessee hereby agrees to indemnify the Agent against, any liens, charges, security interests or claims of any nature whatsoever ranking prior to or pari passu with the right of the Agent to apply such payments or sums equivalent thereto, as provided in the Lease Assignment;

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

(5) agrees that the Lease shall not, without the prior written consent of the Agent, be terminated or modified, nor shall any action be taken or omitted by the Lessee the taking or omission of which might result in an alteration or impairment of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof; and

(6) represents and warrants to the Agent that the rentals and other obligations under the Lease have been calculated so as to provide for the due and punctual payment of the principal of, and interest on, the Conditional Sale Indebtedness and the due and punctual performance of all other obligations of the Lessor under the Conditional Sale Agreement (except the obligations of the Lessor under subparagraph (a) of the third paragraph of Article 4 thereof) without reference to any limitation of liability contained in the last paragraph of Article 4 or Article 22 thereof and that, pursuant to the Lease Assignment, the Agent will have the indefeasible right to apply such rental payments and other payments under the Lease to the payment of the Conditional

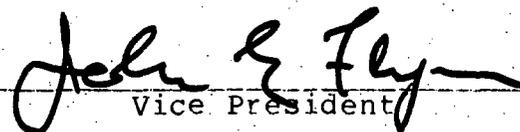
Sale Indebtedness and interest thereon and the payment of such other obligations under the Security Document.

Notwithstanding anything to the contrary contained in the Conditional Sale Agreement or the Lease, if an event of default has occurred and is continuing under the Conditional Sale Agreement, then so long as the Lessee is not in default under the Lease or this Consent and Agreement and so long as the Lease is not otherwise disaffirmed or terminated and the Lessee continues to make all Payments under the Lease to the Agent and the Agent continues to have the indefeasible right to apply such Payments to the payment of the Conditional Sale Indebtedness and interest thereon and to satisfy all other obligations under the Conditional Sale Agreement, free and clear of all claims, liens and encumbrances, neither the Agent nor any person claiming by, through or under the Agent (including the Investors) shall take any action to terminate the Lease or otherwise interfere with the use or possession of the Equipment by the Lessee. It is understood and agreed that the Agent shall not be deemed to have an indefeasible right to apply such Payments if ordered not to do so by an order of any court of competent jurisdiction or if such application of the Payments would, in the reasonable opinion of Messrs. Cravath, Swaine & Moore or other independent counsel for the Agent or the Investors (which other counsel shall be reasonably satisfactory to Lessee), subject the Agent or the Investors to any claim, lien or liability by reason thereof.

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

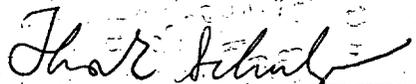
NORTH AMERICAN CAR CORPORATION,  
in its Capacity as Lessee,

by

  
Vice President

[Corporate Seal]

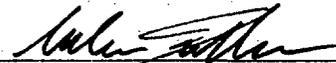
Attest:

  
Assistant Secretary

The foregoing Consent and Agreement is hereby  
accepted, as of the first day of April 1975.

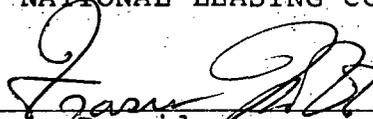
AMERICAN NATIONAL BANK & TRUST  
COMPANY OF CHICAGO,

by

  
\_\_\_\_\_  
Second Vice President

REPUBLIC NATIONAL LEASING CORPORATION,

by

  
\_\_\_\_\_  
President

