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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF SUBLEASE AND AGREEMENT

dated as of July 31, 1975 (hereinafter called this Sublease Assignment), by and between PLM-DELMARVA, INC. (hereinafter called the Lessor), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of the date hereof (hereinafter called the Vendee).

WHEREAS the Vendee is entering into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Security Documentation) with Pullman Incorporated (Pullman-Standard division) (hereinafter called the Builder), providing for the sale to the Vendee of such units of railroad equipment (hereinafter called the Units) described in the Annexes thereto as are delivered to and accepted by the Vendee thereunder;

WHEREAS the Vendee and the Lessor have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Original Lease) providing for the leasing by the Vendee to the Lessor of the Units;

WHEREAS the Lessor and Delmarva Power & Light Company (hereinafter called the Lessee) have entered into a Sublease 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; and

WHEREAS, in order to provide security for the obligations of the Lessor under the Original Lease and as an inducement to The Lincoln National Life Insurance Company (hereinafter called the Investor) to invest in the Conditional Sale Indebtedness (as that term is defined in the Security Documentation), the Lessor agrees to assign for security purposes all its rights in, to and under the Lease to the Vendee;

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. The Lessor hereby assigns, transfers and sets over unto the Vendee, as collateral security for the payment

and performance of the obligations of the Lessor under the Original Lease, 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 Vendee 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 parties hereto acknowledge that this Sublease Assignment is to be reassigned by the Vendee to Lincoln National Bank & Trust Co. of Ft. Wayne, as Agent (hereinafter called the Vendor) under a Participation Agreement dated as of the date hereof (hereinafter called the Participation Agreement) and that pursuant to the Original Lease and the Lease all moneys payable thereunder are to be paid at the principal office of the Vendor for application by the Vendor pursuant to the Original Lease, the Lease and Participation Agreement. In the event that the Vendee receives any amounts of money under the terms of the Original Lease or the Lease, the Vendee shall forthwith forward such amounts to the Vendor for its application as aforesaid.

2. This Sublease Assignment is executed only as security and, therefore, the execution and delivery of this Sublease Assignment shall not subject the Vendee 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 Sublease 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.

3. 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 Vendor, 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.

4. The Lessor does hereby constitute the Vendee 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 to the Vendee may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Lessor's obligations under the Original Lease and the Participation Agreement, this Sublease Assignment and all rights herein assigned to the Vendee shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Lessor.

6. The Lessor will pay and discharge any and all claims, liens, charges or security interests (other than created by the Security Documentation) on the Lease or the rentals or other payments due or to become due thereunder claimed by any party from, through or under the Lessor, or its successors and assigns (other than the Vendor), not arising out of the transactions contemplated by the Security Documentation or the Lease or the Original Lease (but including tax liens arising out of the receipt of the income and proceeds from the Units) unless such claims, liens, charges or security interests would rank subordinate to the interests of the Vendor in and to the Lease or the Original

Lease 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 Vendor.

7. The Lessor will, from time to time, execute, acknowledge and deliver any and all further instruments required by law or reasonably requested by the Vendee in order to confirm or further assure the interest of the Vendee hereunder.

8. The Vendee 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 Vendee hereunder.

9. This Sublease 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.

10. 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 Vendor at its address set forth in Article 20 of the Security Documentation, or at such other address as the Vendor shall designate.

11. The Vendee hereby agrees with the Lessor that the Vendee will not, so long as no event of default under the Security Documentation has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Lessor to the Vendee by this Sublease Assignment and which are for the sole benefit of the Lessor, without the prior consent of the Lessor.

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.

PLM-DELMARVA, INC.,

by

Mark C. Hyndford
Vice President

[Corporate Seal]

Attest:

Mark C. Hyndford
~~Assistant Secretary~~
President

CONTINENTAL ILLINOIS NATIONAL BANK
and TRUST COMPANY OF CHICAGO, not
in its individual capacity but
solely as Trustee under a Trust
Agreement dated as of the date
hereof,

by

Mark C. Hyndford
Second Vice President

[Corporate Seal]

Attest:

Dennis J. Hart
Trust Officer

STATE OF ~~CALIFORNIA~~)
New York)
COUNTY OF ~~SAN FRANCISCO~~) SS.:

On this *9th* day of *OCTOBER*, 1975, before me personally appeared *MARK C. HUNGERFORD*, to me personally known, who, being by me duly sworn, says that he is *PRESIDENT* of PLM-DELMARVA, INC., 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.



Notary Public

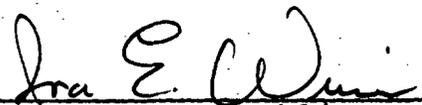
[Notarial Seal]

My Commission expires

ALBERT F. MARCELLINO
Notary Public, State of New York
No. 43-2519700
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1977

STATE OF ^{NEW YORK} ILLINOIS,)
 ^{NEW YORK}) ss.:
COUNTY OF COOK,)

On this ^{9th} day of ^{OCTOBER}, 1975, before me personally appeared M.J. Kruger, to me personally known, who, being by me duly sworn, says that he is Second Vice President of CONTINENTAL ILLINOIS NATIONAL BANK and TRUST COMPANY OF CHICAGO, 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.



Notary Public

My Commission expires

IRA E. WIENER
Notary Public, State of New York
No. 43-4508409
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1977

SUBLEASE CONSENT AND AGREEMENT

The undersigned, DELMARVA POWER & LIGHT COMPANY, a Delaware corporation (hereinafter called the Lessee), the lessee named in the Lease (hereinafter called the Lease) referred to in the foregoing Assignment of Sublease and Agreement (hereinafter called the Sublease Assignment), hereby (a) acknowledges receipt of a copy of the Sublease Assignment and (b) consents to all the terms and conditions of the Sublease Assignment.

As an inducement to The Lincoln National Life Insurance Company to invest in the Conditional Sale Indebtedness, as that term is defined in the Security Documentation referred to in the Sublease Assignment, pursuant to which CONTINENTAL ILLINOIS NATIONAL BANK and TRUST COMPANY OF CHICAGO, a national banking association, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of the date hereof (hereinafter called the Vendee) is financing its purchase of units of railroad equipment (hereinafter called the Units), which Units the Vendee is leasing to PLM-Delmarva, Inc. (hereinafter called the Lessor), pursuant to the Original Lease and the Lessor is leasing to the Lessee pursuant to the Lease; and in consideration of other good and valuable consideration, the Lessee agrees that:

(1) 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 Lincoln National Bank & Trust Co., as Agent (hereinafter called the Vendor) under a certain Participation Agreement dated as of July 31, 1975, at 116 East Berry Street, Fort Wayne, Indiana 46802, attention of Corporate Trust Department (or at such other address as may be furnished in writing to the Lessee by the Vendor);

(2) the Vendee 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 Vendee were named therein as the Lessor;

(3) the Vendee shall not, by virtue of the Sublease Assignment or this Consent and Agreement, be or become

subject to any liability or obligation under the Lease or otherwise; and

(4) the Lease shall not, without the prior written consent of the Vendee, 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 Sublease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

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

DELMARVA POWER & LIGHT COMPANY,

by J. L. Hammond
Vice President

[Corporate Seal]
Attest:

D. C. Hawley
Assistant Secretary

The foregoing Consent and Agreement is hereby accepted, as of the 31st day of July 1975.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not in its individual capacity but solely as Trustee under a Trust Agreement dated as of the date hereof, as Vendee,

by M. J. [Signature]
Second Vice President

[Corporate Seal]

Attest:

Dennis J. Hard
Trust Officer