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~~INTERSTATE COMMERCE COMMISSION~~

Assignment of Lease and Agreement

Dated as of December 1, 1975

FROM

EXCHANGE NATIONAL BANK OF CHICAGO,

as Owner Trustee,

TO

**AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO,**

as Indenture Trustee.

RAILROAD FREIGHT CARS

ASSIGNMENT OF LEASE AND AGREEMENT dated as of December 1, 1975 (herein, as amended and modified from time to time, called this "Assignment"), by and between EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (herein, together with its permitted successors and assigns in the trusts thereunder, called the "Owner Trustee"), as owner trustee under a Trust Agreement dated as of the date hereof (herein, as amended and modified from time to time, called the "Trust Agreement") with BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION and REPUBLIC NATIONAL LEASING CORPORATION (herein, together with their permitted successors and assigns, collectively called the "Owner Participants"), as assignor, and AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national banking association, not in its individual capacity but solely as indenture trustee (herein, together with its permitted successors and assigns in the trusts thereunder, called the "Indenture Trustee") under a Trust Indenture dated as of the date hereof between the Owner Trustee and the Indenture Trustee (herein, as amended and modified from time to time, called the "Trust Indenture"), as assignee.

WITNESSETH:

WHEREAS, the Owner Trustee is entering into a Conditional Sale Agreement dated as of the date hereof (herein, as amended and modified from time to time, called the "Conditional Sale Agreement"), with PULLMAN INCORPORATED (Pullman Standard Division), a Delaware corporation, THRALL CAR MANUFACTURING COMPANY, a Delaware corporation, and NORTH AMERICAN CAR CORPORATION, a Delaware corporation, in its capacity as contractor (said corporations, together with their permitted successors and assigns, being herein called the "Contractors"), providing for the sale to the Owner Trustee of the units of the new, standard-gauge railroad tank cars, bulkhead flat cars and covered hopper cars (herein called the "Units") described in Annex B thereto as are delivered to and accepted by the Owner Trustee thereunder; and

WHEREAS, the Owner Trustee and NORTH AMERICAN CAR CORPORATION, in its capacity as lessee (herein in such capacity, together with its permitted successors and assigns as lessee, called the "Lessee") have entered into a Lease of Railroad Equipment dated as of the date hereof (herein, as amended and modified from time to time, called the "Lease") providing for the leasing by the Owner Trustee to the Lessee of the Units;

WHEREAS, in order to provide security for the obligations of the Owner Trustee under the Conditional Sale Agreement and as an inducement to the Lenders (as defined in that certain Participation Agreement dated as of the date hereof (herein, as amended and modified from time to time, called the "Participation Agreement") among the Lessee, the Owner Trustee, the Indenture Trustee, the Owner Participants and the Lenders) to invest in the Conditional Sale Indebtedness (as that term is defined in the Conditional Sale Agreement), the Owner Trustee has agreed to assign for security purposes its rights in, to and under the Lease to the Indenture Trustee; and

WHEREAS, the Lessee is consenting to this Assignment pursuant to a Lessee's Consent and Agreement dated as of the date hereof (herein, as amended and modified from time to time, called the "Consent"), substantially in the form attached as Exhibit I to the Participation Agreement;

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. (a) In furtherance of its agreements under the Trust Indenture, but subject to the provisions of Paragraph 12 hereof, and without recourse against the Owner Trustee for failure of the Lessee to perform its obligations under the Lease, the Owner Trustee hereby assigns, transfers and sets over unto the Indenture Trustee, as collateral security for the payment and performance of the Owner Trustee's obligations under the Conditional Sale Agreement, the Trust Indenture and this Assignment, and as security for the payment of the principal of and interest on the Certificates of Interest (as defined in

the Trust Indenture), all the Owner Trustee's right, title and interest, powers, privileges, and other benefits under the Lease, including, without limitation, the present, immediate and continuing right to receive and collect, directly and not through the Owner Trustee, all rentals, profits and other sums payable to or receivable by the Owner Trustee or any lessor 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 present and continuing right to make all waivers and agreements, to give and receive all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do, directly and not through the Owner Trustee, any and all other things whatsoever which the Owner Trustee or any lessor is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner Trustee hereby irrevocably authorizes and empowers the Indenture Trustee in its own name, or in the name of its nominee, or in the name of the Owner Trustee or any successor lessor, or as the attorney of the Owner Trustee, hereby irrevocably constituted, to ask, demand, sue for, collect and receive any and all Payments to which the Owner Trustee or any lessor is or may become entitled under the Lease, and to enforce compliance by the Lessee with all terms and provisions thereof.

(b) The Owner Trustee hereby designates the Indenture Trustee to receive duplicate original copies of all notices, demands, documents and other communications which the Lessee is required or permitted to give, make, deliver to, or serve upon the lessor under the Lease, and the Owner Trustee hereby directs the Lessee to deliver to the Indenture Trustee, at its address provided for in Section 9.05 of the Trust Indenture, or at such other address as it shall designate, duplicate original copies of all notices, demands, documents and other communications permitted or required to be given or made by the Lessee pursuant to the Lease.

(c) The Indenture Trustee agrees to accept any Payments made by the Lessee for the account of the Owner Trustee pursuant to the Lease. To the extent received, the Indenture Trustee will apply such Payments to satisfy the obligations of the Owner Trustee under the Conditional Sale Agreement, subject to the limitations contained in the last paragraph of Article 4 of the Conditional Sale Agreement, and any balance shall be paid immediately to and retained by the Owner Trustee, subject, however, to the provisions of the Trust Indenture. If the Indenture Trustee shall not receive any rental payment under Section 3 of the Lease when due, the Indenture Trustee shall notify the Owner Trustee at its address set forth in the Lease; *provided, however*, that the failure of the Indenture Trustee to so notify the Owner Trustee shall not affect the rights and remedies of the Indenture Trustee hereunder or under the Conditional Sale Agreement or the Trust Indenture.

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

3. Subject in all respects to the provisions of Article 22 of the Conditional Sale Agreement, to protect the security afforded by this Assignment, the Owner Trustee hereby:

(a) agrees to faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides is to be performed by the Owner Trustee; without the written consent of the Indenture Trustee, the Owner Trustee 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;

(b) agrees, at the Owner Trustee's sole cost and expense, to 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 Trustee under the Lease;

(c) agrees, if the Owner Trustee fails to make any payment or to do any act which this Assignment requires the Owner Trustee to make or do, that the Indenture Trustee, shall have the right, but not the obligation, after first making written demand upon the Owner Trustee and affording the Owner Trustee a reasonable period of time (in the sole opinion of the Indenture Trustee) within which to make such payment or do such act, but without releasing the Owner Trustee from any obligation hereunder, to make or do the same in such manner and to such extent as the Indenture Trustee may deem necessary to protect the security hereof or of the Trust Estate (as defined in the Trust Indenture) including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof, of the Trust Estate and the rights or powers of the Indenture Trustee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Owner Trustee contained in the Lease or in this Assignment; and in exercising any such powers, the Indenture Trustee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner Trustee will reimburse the Indenture Trustee for such costs, expenses and fees;

(d) agrees that the assignment hereinabove made and the designation and directions to the Lessee hereinabove set forth are irrevocable, and that the Owner Trustee will not enter into any agreement subordinating, amending, modifying or terminating the Lease or the Conditional Sale Agreement except as provided in Article VIII of the Trust Indenture, and that any attempted subordination, amendment, modification or termination of the Lease or the Conditional Sale Agreement contrary to such Article VIII, shall be void. In the event that the Lease or the Conditional Sale Agreement shall be amended as herein permitted, the Lease, as so amended, shall continue to be subject to the provisions of this Assignment and the Conditional Sale Agreement, as so amended, shall be subject to the provisions hereof and of the Contractors' Assignment (as defined in the Trust Indenture) without the necessity of any further act by any of the parties hereto;

(e) covenants that it will not assign or pledge, so long as the foregoing assignments made by it shall remain in effect, any of its right, title or interest hereby and by the Trust Indenture assigned, to anyone other than the Indenture Trustee; the Owner Trustee hereby ratifies and confirms the Lease and the Conditional Sale Agreement and does hereby agree that it will not, except as expressly provided in the Trust Indenture, take or omit to take any action, the taking or omission of which might result in an alteration or impairment of the Lease or the Conditional Sale Agreement or the foregoing assignments made by it or of any of the rights created by the Lease or the Conditional Sale Agreement or said assignments; and

(f) represents to the Indenture Trustee that the Lease and the Conditional Sale Agreement are each in full force and effect and are not in default, and that this Assignment covers the entire interest of the Owner Trustee in and to the Lease and the Conditional Sale Agreement, and that the Owner Trustee has not executed any other assignment of the subject matter hereby assigned to the Indenture Trustee.

4. Subject to the provisions of paragraph 12 hereof, the Owner Trustee does hereby constitute the Indenture Trustee the Owner Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Owner Trustee, 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 Trustee 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 Indenture Trustee may deem to be necessary or advisable in the premises.

5. The Owner Trustee agrees with the Indenture Trustee that the Owner Trustee will pay and discharge any and all claims, liens, charges or security interests (other than the security interest under the Conditional Sale Agreement) on the Units or the rentals or other payments under the Lease claimed by any party from, through or under the Owner Trustee, or its successors and assigns (other than the Indenture Trustee), not arising out of the acquisition or ownership of the Units or the leasing thereof to the Lessee (but including tax liens arising against the Owner Trustee by reason of the receipt of "income and proceeds from the Equipment", as defined in the Conditional Sale Agreement) unless such claims, liens, charges or security interests would rank subordinate in all respects to the interests of the Indenture Trustee in and to the Units or such rentals or other payments and subordinate in all respects to all the rights and interests of the Lenders (as defined in the Trust Indenture), or unless the Owner Trustee shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the non-payment thereof does not adversely affect such interests of the Indenture Trustee or of the Lenders.

6. Upon the full discharge and satisfaction of all the Lessee's and the Owner Trustee's obligations under the Conditional Sale Agreement, the Trust Indenture, the Participation Agreement and this Assignment, and upon the discharge of the Trust Indenture pursuant to Section 9.01 thereof, all rights herein assigned to the Indenture Trustee shall terminate, and all estate, right, title and interest of the Indenture Trustee in and to the Lease shall revert to the Owner Trustee as trustee under the Trust Agreement.

7. On each Closing Date (as defined in the Conditional Sale Agreement) the Owner Trustee will furnish the Indenture Trustee, the Lenders and special counsel to the Lenders with an opinion of counsel that this Assignment has been duly authorized, executed and delivered by the Owner Trustee and is a legal, valid and binding agreement enforceable against the Owner Trustee.

8. The Owner Trustee 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 Indenture Trustee in order to confirm or further assure the interests of the Indenture Trustee hereunder and under the Trust Indenture.

9. Subject to the provisions of the Participation Agreement and the Trust Indenture, the Indenture Trustee 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 Indenture Trustee hereunder.

10. 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 the rights, conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording or depositing of the Conditional Sale Agreement, the Lease, the Contractors' Assignment (as defined in the Participation Agreement), the Trust Indenture and this Assignment as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement, the Lease, the Contractors' Assignment, the Trust Indenture or this Assignment shall be filed, recorded or deposited, or in which any Units shall be located, and any rights arising out of the marking of the Units.

11. All notices and other communications hereunder shall be in writing, and shall be given and sent to the Owner Trustee and to the Indenture Trustee at its address set forth and as provided in Section 9.05 of the Trust Indenture.

12. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each of and all the representations, covenants, undertakings and agreements herein made on the part of the Owner Trustee are made and intended not as personal representations, covenants, undertakings and agreements by Exchange National Bank of Chicago or-for the purpose or with the intention of binding said bank personally but are made and intended for the purpose of binding only the Estate as such term is used in the Trust Agreement, and this Assignment is executed and delivered by said bank not in its own right but solely in the exercise of the powers expressly conferred on it as trustee under the Trust Agreement; and except in the case of negligence or wilful misconduct, and except as otherwise specifically provided in the Trust Indenture or the Trust Agreement, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said bank or the Owner Participants on account of this Assignment or on account of any representations, covenants, undertakings or agreements of the Owner Trustee either expressed or implied, all such personal liability, if any, being expressly waived and released by the other party hereto. The provisions of this Paragraph 13 shall inure to the benefit of any successor trustee under the Trust Agreement and any successor Owner Participant.

13. This Assignment (i) may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; (ii) may be modified only in accordance with Article VIII of the Trust Indenture by an instrument in writing signed by duly authorized representatives of the Owner Trustee and the Indenture Trustee; and (iii) shall be binding upon the respective successors and assigns of the parties hereto. This Assignment is made for the benefit of the Indenture Trustee and the owners from time to time of the Certificates of Interest.

14. The Indenture Trustee enters into and accepts this Assignment upon the terms and conditions set forth in Articles V and VI of the Trust Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Indenture Trustee in respect of any action taken by the Indenture Trustee hereunder. Without limiting the foregoing, the Indenture Trustee assumes no responsibility as to the validity or enforceability hereof or for the correctness of the recitals of fact herein contained, which shall be taken as the statements, representations and warranties of the Owner Trustee.

15. The Indenture Trustee will not, so long as an Indenture Default under the Trust Indenture has not occurred and is not then continuing, without the approval of a Majority in Interest of Investors (as defined in the Trust Indenture), 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 Trustee to the Indenture Trustee by this Assignment, except the right to receive and apply the Payments and give notices (including notices of default), as provided in Paragraph 1(a) hereof and the right to receive notices, demands, documents and other communications, as provided in Paragraph 1(b) 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.

EXCHANGE NATIONAL BANK OF CHICAGO, not in its individual capacity but solely as Owner Trustee,
By *Michael J. Brennan*
Vice President

[CORPORATE SEAL]

Attest: *Robert J. ...*
Assistant Trust Officer ~~Assistant Secretary~~

AMERICAN NATIONAL BANK & TRUST COMPANY OF
CHICAGO, *not in its individual capacity but solely
as Indenture Trustee,*

[CORPORATE SEAL]

By 
Second Vice President

Attest:


Assistant Secretary

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

On this 26 day of December 1975 before me personally appeared MICHAEL D. GOODMAN to me personally known, who, being by me duly sworn says that he is Vice President of EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association 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 banking association.

Embradette Papayolu
Notary Public

My Commission expires 7/28/79

[NOTARIAL SEAL]

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

On this 26 day of December 1975 before me personally appeared W. A. Ansley 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, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association 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 banking association.

Sandra Eugene
Notary Public

My Commission expires

MY COMMISSION EXPIRES JANUARY 15, 1978

[NOTARIAL SEAL]