

PEPPER, HAMILTON & SCHEETZ
ATTORNEYS AT LAW

123 SOUTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19109
215-893-3000

RECORDATION NO. 9747 - C
Filed 1425

OCT 6 1978 - 2 10 PM
INTERSTATE COMMERCE COMMISSION

H. Gordon Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Homme:

I am sending herewith for filing in your office pursuant to Section 20c of the Interstate Commerce Act, six counterparts of each of the following:

- (a) Conditional Sale Agreement dated as of September 15, 1978 between General Motors Corporation (Electro-motive Division) and Exchange National Bank of Chicago, as Trustee ("Exchange Bank"), covering 7 diesel-electric locomotives for use in interstate commerce;
- (b) Agreement and Assignment dated as of September 15, 1978 between General Motors Corporation (Electro-motive Division) and Girard Bank, as Agent for Investors, pursuant to which General Motors Corporation assigns to Girard Bank the former's interest in the Conditional Sale Agreement and in the locomotives;
- (c) Lease of Railroad Equipment dated as of September 15, 1978 between Toledo, Peoria & Western Railroad Company and Exchange National Bank of Chicago, as Trustee, pursuant to which the locomotives are leased to the lessee; and
- (d) Lease Assignment dated as of September 15, 1978 from Exchange Bank, as Trustee, to Girard Bank, as Agent, pursuant to which Exchange Bank assigns to the agent the former's interest in the lease.

RECEIVED
OCT 6 2 08 PM '78
I.C.C.
FEE OPERATION BR.

10 SOUTH MARKET SQUARE
HARRISBURG, PA. 17108
717-233-8483

RECORDATION NO. 9747
Filed 1425

OCT 6 1978 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

1776 F STREET, N. W.
WASHINGTON, D. C. 20006
202-862-7500

2049 CENTURY PARK EAST
LOS ANGELES, CA. 90067
213-879-0904

RECORDATION NO. 9747
Filed 1425

OCT 6 1978 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

No. 8-278A158
Date OCT 6 1978
Fee \$100.00
RECORDATION NO. 9747 - B
Filed 1425

ICC Washington, D. C. INTERSTATE COMMERCE COMMISSION

Handwritten signatures and notes on the left margin, including a large signature that appears to be "Conroy" and another that says "Nick - N. Kalin".

H. Gordon Homme, Jr.

-2-

October 2, 1978

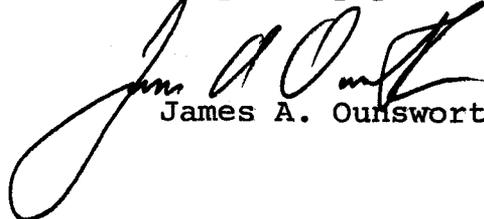
There is also enclosed a check in the amount of not more than \$200 for the recordation fees. The names and addresses of the parties to the transaction are as follows:

Vendor:	General Motors Corporation Electro-Motive Division LaGrange, Illinois 60525
Purchaser and Lessor:	Exchange National Bank of Chicago 130 LaSalle Street Chicago, Illinois 60609 Attn: Michael Goodman
Lessee:	Roger Ryan Toledo, Peoria & Western Railroad Company 2000 East Washington St. East Peoria, Illinois 61611
Assignee of Conditional Sale Agreement and of Lease:	Harold Ikeler, Jr. Vice President Girard Trust Bank, as Agent 3 Girard Square Philadelphia, Pennsylvania 19101

The equipment covered by the agreement consists of 7 - 2000 h.p. diesel-electric locomotives, GP38-2, with A.A.R. mechanical designation B-B bearing Lessee road numbers 2005-2011, inclusive, and marked "Leased from a Bank or Trust Company, as Trustee, and subject to a Security Interest recorded with the I.C.C."

Kindly return to the bearer five counterparts of each of the documents.

Very truly yours,



James A. Ounsworth

JAO/jcm
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/6/78

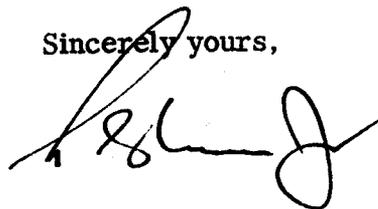
OFFICE OF THE SECRETARY

James A. Ounsworth
Pepper, Hamilton & Scheetz
123 South Broad Street
Philadelphia, Pennsylvania 19109

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **10/6/78** at **2:10pm**, and assigned recordation number(s) **9747, 9747-A, 9747-B, 9747-C**

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

LEASE ASSIGNMENT dated as of September 15, 1978, given by Exchange National Bank of Chicago, a national banking association, as Trustee (the Vendee or the Lessor) under a Trust Agreement (the Trust Agreement) dated as of the date hereof with Michigan National Leasing Corporation, a Delaware corporation (the Beneficiary), to GIRARD BANK, as agent (the Agent or the Vendor) for THE LIFE INSURANCE COMPANY OF VIRGINIA (hereinafter, whether one or more, the Investors).

WHEREAS, General Motors Corporation, a Delaware corporation (the Builder), and the Vendee have entered into a conditional sale agreement dated as of the date hereof (the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment units described in Annex A to the Conditional Sale Agreement (the Equipment or Units and individually a Unit); and the Vendee is leasing the Equipment to Toledo, Peoria & Western Railroad Company, a Delaware corporation (the Lessee), pursuant to a lease of railroad equipment dated as of the date hereof (the Lease);

WHEREAS, concurrently with execution of this Lease Assignment, the Agent is acquiring, pursuant to an agreement and assignment dated as of the date hereof (the Assignment), the security title, rights and interests of the Builder under the Conditional Sale Agreement in the Units.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration paid by the Agent to the Vendee, the receipt of which is hereby acknowledged, and the mutual covenants herein contained:

Section 1. With the exception of the rights under §6, §9 and §21 of the Lease to receive monies payable by the Lessee to the Vendee and the right to enforce such provisions of §6, §9 and §21 pursuant to Section 10(a), and only such Section 10(a), of the Lease, the Lessor hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the obligations of the Lessor as Vendee under the Conditional Sale Agreement, 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, 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 (as defined in the Lease) as 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 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.

Section 2. 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 Conditional Sale Agreement, and, so long as no event of default or event which with the lapse of time and/or demand provided for in the Conditional Sale Agreement could constitute an event of default thereunder shall have occurred and be continuing, and there has been no Declaration of Default thereunder, any balance shall be paid to the Lessor on the same date such Payments are applied to satisfy such obligations of the Lessor, by check mailed to the Lessor on such date or, upon written request of the Lessor, by bank wire to the Lessor at such address as may be specified to the Agent in writing, and such balance shall be retained by the Lessor.

Section 3. Anything herein contained to the contrary notwithstanding, the Vendee shall remain fully liable under the Lease to perform all of the obligations assumed by it thereunder, and the Agent, its successors or assigns, shall have no obligation or liability under the Lease by reason of or arising out of this Lease Assignment, nor shall the Agent, its successors or assigns, be required or obligated in any manner to perform or fulfill any obligation of the Vendee under or pursuant to the Lease, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, its successors or assigns, or to press or file any claim or to take any other action to collect or enforce the payment of any amounts which may have been assigned to it, its successors or assigns,

or to which it, its successors or assigns, may have been entitled at any time or times, provided that the Agent shall have first fully informed the Vendee promptly in writing of any such matters of which it has knowledge.

Section 4. The Lessor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides is 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.

Section 5. The Vendee does hereby constitute the Agent, its successors or assigns, its true and lawful attorney with full power (in the name of the Vendee or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all Payments, to draw any checks or other instruments or orders in connection therewith and to file any claims or to take any action or institute any proceedings which the Agent, its successors or assigns, may deem to be necessary or advisable in the premises, all moneys received pursuant to this Lease Assignment to be applied as herein provided.

Section 6. The Vendee agrees that at any time and from time to time, upon the written request of the Agent, its successors or assigns, the Vendee will promptly and duly execute and deliver any and all such further instruments and documents as the Agent, its successors or assigns, may reasonably request in obtaining the full benefits of this Lease Assignment and of the rights and powers herein granted.

Section 7. The Lessor will pay and discharge any and all claims, liens, charges or security interests (other than created by the Conditional Sale Agreement) 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 Agent), not

arising out of the transactions contemplated by the Lease (but including tax liens arising out of the receipt of the income and proceeds from the Units) which, if unpaid, might become a claim, lien, charge or security interest on or with respect to the Lease or such rentals or other payments equal or superior to the Agent's interest therein, unless the Lessor shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the nonpayment thereof does not, in the reasonable opinion of the Agent, adversely affect such interests of the Agent.

Section 8. The Vendee does hereby warrant and represent that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Lease Assignment shall remain in effect, any of its rights, title or interest in or to the Lease to anyone other than the Agent, its successors or assigns, and that it will not take or omit to take any action, the taking or omission of which might result in an alteration, amendment, modification or impairment of the Lease or this Lease Assignment, or of any of the rights created by any of such instruments except as expressly provided in the Lease. The Vendee does hereby ratify and confirm the Lease and does warrant and represent that such Lease is in full force and effect as to it, and that the Vendee is not in default hereunder.

Section 9. The terms of this Lease Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; 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 Lease and this Lease Assignment as shall be conferred by the laws of the several jurisdictions in which the Lease or this Lease Assignment shall be filed, recorded or deposited, or in which any Unit shall be located, and any rights arising out of the marking on the Units of the Equipment.

Section 10. This Lease Assignment may be executed in any number of counterparts, but the counterpart delivered to the Interstate Commerce Commission for recording and subsequently redelivered to the Agent shall be deemed to be the original counterpart. Although this Lease Assignment is dated as of the date first above written for convenience, the actual date or dates of execution hereof by the parties

hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

Section 11. This Lease Assignment shall take effect immediately upon the execution hereof and the powers and authorities granted to the Agent, its successors or assigns, herein, having been given for valuable consideration, are hereby declared to be irrevocable; provided, however, that when all of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) and all other sums payable under the Conditional Sale Agreement have been paid or discharged in accordance with the terms thereof, and all other covenants and agreements contained therein shall have been performed, all right, title and interest herein assigned shall revert to the Vendee and this Lease Assignment shall terminate.

Section 12. In the event that the Agent has actual knowledge of a default in payment of any part of the rental provided in Section 3 of the Lease, or of any Event of Default under the Lease, the Agent will give prompt notice to the Vendee of such default or Event of Default.

Section 13. The Agent agrees to furnish to the Vendee such information, statements and reports which the Vendee may reasonably request for the purpose of the Vendee carrying out its powers, obligations and duties under the Lease, or as will enable the Vendee to prepare tax returns; and the Agent will make available at reasonable times for review or copying such books and records as the Vendee may reasonably request.

The Agent agrees to furnish to the Vendee copies of all notices, statements, documents or schedules received by it under the Lease, the Lease Assignment or the Conditional Sale Agreement and the Vendee shall cause similar copies to be delivered to the Agent if received by the Vendee.

Section 14. The Agent hereby agrees with the Vendee that the Agent will not, so long as an Event of Default under the Lease or an event of default under the Conditional Sale Agreement has not 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 which are assigned and transferred by the Vendee to the Agent by this Lease

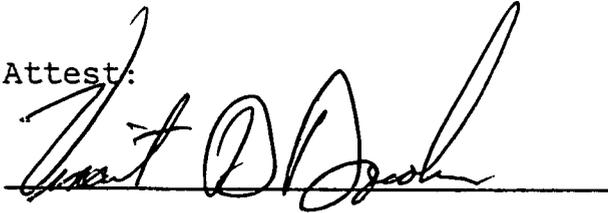
Assignment and which are for the sole benefit of the Vendee, without the prior consent of the Vendee.

Section 15. Notwithstanding any other provision of this Assignment (a) the terms of this Assignment shall not impose any obligations on the Lessor in addition to the obligations of the Lessor under the Lease or under the Conditional Sale Agreement or in any way limit the effect of the last paragraph of Article 4 of the Conditional Sale Agreement or Article 21 of the Conditional Sale Agreement and (b) so long as there is no event of default under the Conditional Sale Agreement, the terms of this Assignment shall not limit or in any way affect the right of the Lessor to receive and collect any Payments under the Lease in excess of the obligations of the Lessor under the Conditional Sale Agreement, or empower the Vendor in any way to waive or release the obligation of the Lessee to pay such excess amounts, and the Lessor shall continue to be empowered to ask, demand, sue for, collect and receive any and all of such excess amounts, but shall not take any action under Section 10(b) of the Lease without the written consent of the Vendor and (c) each and all of the representations, undertakings and agreements herein made on the part of the Lessor are each and every one of them made and intended not as personal representations, undertakings and agreements by Exchange National Bank of Chicago or for the purpose or with the intention of binding said national association personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Assignment is executed and delivered by the said national association solely in the exercise of its powers expressly conferred upon it as trustee under the Trust Agreement, and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said national association or the Beneficiary, except for wilful misconduct or gross negligence, or on account of any representation, undertaking or agreement of the Lessor or the Beneficiary, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Vendor and by all persons claiming by, through or under the Vendor; provided, however, that the Vendor or any person claiming by, through or under it, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

[CORPORATE SEAL]

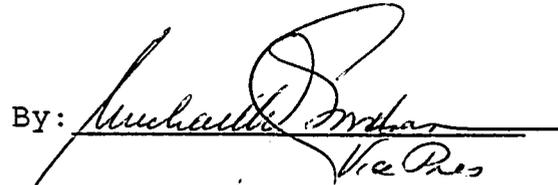
Attest:



ASSISTANT TRUST OFFICER
[CORPORATE SEAL]
Attest:

Assistant Secretary

Exchange National Bank of Chicago,
not individually but solely as
Trustee

By: 
Vice Pres
GIRARD BANK

By: _____
Vice President

STATE OF :
 : SS
COUNTY OF :

On this 27th day of September, 1978, 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, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation as trustee, 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 as trustee.



Notary Public

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this _____ day of _____, 1978, before me personally appeared H. E. IKELER, JR. to me personally known, who being by me duly sworn says that he is a Vice President of GIRARD BANK, that the seal 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

CONSENT AND AGREEMENT

The undersigned, TOLEDO, PEORIA & WESTERN RAILROAD COMPANY, a Delaware corporation (hereinafter called the Lessee), the Lessee named in the Lease (hereinafter called the Lease) referred to in the foregoing Lease Assignment (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 and agrees that:

(1) it will pay all rentals, casualty payments, liquidated damages 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 (except for any indemnities payable directly to the Lessor or the Beneficiary (as defined in the Lease) pursuant to §6, §9 or §21 of the Lease), directly to Girard Bank (hereinafter called the Assignee), the assignee named in the Lease Assignment, at Broad and Chestnut Streets, Attn: Harold E. Ikeler, Vice President (or at such other address as may be furnished in writing to the Lessee by the Assignee);

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

(3) the Assignee 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; and

(4) the Lease shall not, without the prior written consent of the Assignee, 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.

The Consent and Agreement, when accepted by the Assignee by signing the acceptance at the foot hereof,

shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of said Commonwealth.

TOLEDO, PEORIA & WESTERN RAILROAD COMPANY,

[Corporate Seal]

By: _____
Vice President

Attest:

Assistant Secretary

The foregoing Consent and Agreement is hereby accepted,
as of the 15th day of September 1978.

GIRARD BANK

By: _____
Vice President

LEASE ASSIGNMENT

Dated as of September 15, 1978

from

EXCHANGE NATIONAL BANK OF CHICAGO,

as Trustee

to

GIRARD BANK,

as Agent

[Covering 7 Diesel-Electric Locomotives]

LEASE ASSIGNMENT dated as of September 15, 1978, given by Exchange National Bank of Chicago, a national banking association, as Trustee (the Vendee or the Lessor) under a Trust Agreement (the Trust Agreement) dated as of the date hereof with Michigan National Leasing Corporation, a Delaware corporation (the Beneficiary), to GIRARD BANK, as agent (the Agent or the Vendor) for THE LIFE INSURANCE COMPANY OF VIRGINIA (hereinafter, whether one or more, the Investors).

WHEREAS, General Motors Corporation, a Delaware corporation (the Builder), and the Vendee have entered into a conditional sale agreement dated as of the date hereof (the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment units described in Annex A to the Conditional Sale Agreement (the Equipment or Units and individually a Unit); and the Vendee is leasing the Equipment to Toledo, Peoria & Western Railroad Company, a Delaware corporation (the Lessee), pursuant to a lease of railroad equipment dated as of the date hereof (the Lease);

WHEREAS, concurrently with execution of this Lease Assignment, the Agent is acquiring, pursuant to an agreement and assignment dated as of the date hereof (the Assignment), the security title, rights and interests of the Builder under the Conditional Sale Agreement in the Units.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration paid by the Agent to the Vendee, the receipt of which is hereby acknowledged, and the mutual covenants herein contained:

Section 1. With the exception of the rights under §6, §9 and §21 of the Lease to receive monies payable by the Lessee to the Vendee and the right to enforce such provisions of §6, §9 and §21 pursuant to Section 10(a), and only such Section 10(a), of the Lease, the Lessor hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the obligations of the Lessor as Vendee under the Conditional Sale Agreement, 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, 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 (as defined in the Lease) as 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 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.

Section 2. 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 Conditional Sale Agreement, and, so long as no event of default or event which with the lapse of time and/or demand provided for in the Conditional Sale Agreement could constitute an event of default thereunder shall have occurred and be continuing, and there has been no Declaration of Default thereunder, any balance shall be paid to the Lessor on the same date such Payments are applied to satisfy such obligations of the Lessor, by check mailed to the Lessor on such date or, upon written request of the Lessor, by bank wire to the Lessor at such address as may be specified to the Agent in writing, and such balance shall be retained by the Lessor.

Section 3. Anything herein contained to the contrary notwithstanding, the Vendee shall remain fully liable under the Lease to perform all of the obligations assumed by it thereunder, and the Agent, its successors or assigns, shall have no obligation or liability under the Lease by reason of or arising out of this Lease Assignment, nor shall the Agent, its successors or assigns, be required or obligated in any manner to perform or fulfill any obligation of the Vendee under or pursuant to the Lease, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, its successors or assigns, or to press or file any claim or to take any other action to collect or enforce the payment of any amounts which may have been assigned to it, its successors or assigns,

or to which it, its successors or assigns, may have been entitled at any time or times, provided that the Agent shall have first fully informed the Vendee promptly in writing of any such matters of which it has knowledge.

Section 4. The Lessor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides is 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.

Section 5. The Vendee does hereby constitute the Agent, its successors or assigns, its true and lawful attorney with full power (in the name of the Vendee or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all Payments, to draw any checks or other instruments or orders in connection therewith and to file any claims or to take any action or institute any proceedings which the Agent, its successors or assigns, may deem to be necessary or advisable in the premises, all moneys received pursuant to this Lease Assignment to be applied as herein provided.

Section 6. The Vendee agrees that at any time and from time to time, upon the written request of the Agent, its successors or assigns, the Vendee will promptly and duly execute and deliver any and all such further instruments and documents as the Agent, its successors or assigns, may reasonably request in obtaining the full benefits of this Lease Assignment and of the rights and powers herein granted.

Section 7. The Lessor will pay and discharge any and all claims, liens, charges or security interests (other than created by the Conditional Sale Agreement) 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 Agent), not

arising out of the transactions contemplated by the Lease (but including tax liens arising out of the receipt of the income and proceeds from the Units) which, if unpaid, might become a claim, lien, charge or security interest on or with respect to the Lease or such rentals or other payments equal or superior to the Agent's interest therein, unless the Lessor shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the nonpayment thereof does not, in the reasonable opinion of the Agent, adversely affect such interests of the Agent.

Section 8. The Vendee does hereby warrant and represent that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Lease Assignment shall remain in effect, any of its rights, title or interest in or to the Lease to anyone other than the Agent, its successors or assigns, and that it will not take or omit to take any action, the taking or omission of which might result in an alteration, amendment, modification or impairment of the Lease or this Lease Assignment, or of any of the rights created by any of such instruments except as expressly provided in the Lease. The Vendee does hereby ratify and confirm the Lease and does warrant and represent that such Lease is in full force and effect as to it, and that the Vendee is not in default hereunder.

Section 9. The terms of this Lease Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; 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 Lease and this Lease Assignment as shall be conferred by the laws of the several jurisdictions in which the Lease or this Lease Assignment shall be filed, recorded or deposited, or in which any Unit shall be located, and any rights arising out of the marking on the Units of the Equipment.

Section 10. This Lease Assignment may be executed in any number of counterparts, but the counterpart delivered to the Interstate Commerce Commission for recording and subsequently redelivered to the Agent shall be deemed to be the original counterpart. Although this Lease Assignment is dated as of the date first above written for convenience, the actual date or dates of execution hereof by the parties

hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

Section 11. This Lease Assignment shall take effect immediately upon the execution hereof and the powers and authorities granted to the Agent, its successors or assigns, herein, having been given for valuable consideration, are hereby declared to be irrevocable; provided, however, that when all of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) and all other sums payable under the Conditional Sale Agreement have been paid or discharged in accordance with the terms thereof, and all other covenants and agreements contained therein shall have been performed, all right, title and interest herein assigned shall revert to the Vendee and this Lease Assignment shall terminate.

Section 12. In the event that the Agent has actual knowledge of a default in payment of any part of the rental provided in Section 3 of the Lease, or of any Event of Default under the Lease, the Agent will give prompt notice to the Vendee of such default or Event of Default.

Section 13. The Agent agrees to furnish to the Vendee such information, statements and reports which the Vendee may reasonably request for the purpose of the Vendee carrying out its powers, obligations and duties under the Lease, or as will enable the Vendee to prepare tax returns; and the Agent will make available at reasonable times for review or copying such books and records as the Vendee may reasonably request.

The Agent agrees to furnish to the Vendee copies of all notices, statements, documents or schedules received by it under the Lease, the Lease Assignment or the Conditional Sale Agreement and the Vendee shall cause similar copies to be delivered to the Agent if received by the Vendee.

Section 14. The Agent hereby agrees with the Vendee that the Agent will not, so long as an Event of Default under the Lease or an event of default under the Conditional Sale Agreement has not 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 which are assigned and transferred by the Vendee to the Agent by this Lease

Assignment and which are for the sole benefit of the Vendee, without the prior consent of the Vendee.

Section 15. Notwithstanding any other provision of this Assignment (a) the terms of this Assignment shall not impose any obligations on the Lessor in addition to the obligations of the Lessor under the Lease or under the Conditional Sale Agreement or in any way limit the effect of the last paragraph of Article 4 of the Conditional Sale Agreement or Article 21 of the Conditional Sale Agreement and (b) so long as there is no event of default under the Conditional Sale Agreement, the terms of this Assignment shall not limit or in any way affect the right of the Lessor to receive and collect any Payments under the Lease in excess of the obligations of the Lessor under the Conditional Sale Agreement, or empower the Vendor in any way to waive or release the obligation of the Lessee to pay such excess amounts, and the Lessor shall continue to be empowered to ask, demand, sue for, collect and receive any and all of such excess amounts, but shall not take any action under Section 10(b) of the Lease without the written consent of the Vendor and (c) each and all of the representations, undertakings and agreements herein made on the part of the Lessor are each and every one of them made and intended not as personal representations, undertakings and agreements by Exchange National Bank of Chicago or for the purpose or with the intention of binding said national association personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Assignment is executed and delivered by the said national association solely in the exercise of its powers expressly conferred upon it as trustee under the Trust Agreement, and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said national association or the Beneficiary, except for wilful misconduct or gross negligence, or on account of any representation, undertaking or agreement of the Lessor or the Beneficiary, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Vendor and by all persons claiming by, through or under the Vendor; provided, however, that the Vendor or any person claiming by, through or under it, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

[CORPORATE SEAL]

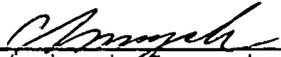
Exchange National Bank of Chicago,
not individually but solely as
Trustee

Attest:

By: _____

[CORPORATE SEAL]
Attest:

GIRARD BANK



Assistant Secretary

By: 

Vice President

STATE OF :
 : SS
COUNTY OF :

On this ____ day of _____, 1978, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of Exchange National Bank of Chicago, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation as trustee, 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 as trustee.

Notary Public

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this 27th day of September, 1978, before me personally appeared H. E. IKELER, JR. to me personally known, who being by me duly sworn says that he is a Vice President of GIRARD BANK, that the seal 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.

Diane A. Baxter
Notary Public

DIANE A. BAXTER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 31, 1981
Member, Pennsylvania Association of Notaries

CONSENT AND AGREEMENT

The undersigned, TOLEDO, PEORIA & WESTERN RAILROAD COMPANY, a Delaware corporation (hereinafter called the Lessee), the Lessee named in the Lease (hereinafter called the Lease) referred to in the foregoing Lease Assignment (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 and agrees that:

(1) it will pay all rentals, casualty payments, liquidated damages 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 (except for any indemnities payable directly to the Lessor or the Beneficiary (as defined in the Lease) pursuant to §6, §9 or §21 of the Lease), directly to Girard Bank (hereinafter called the Assignee), the assignee named in the Lease Assignment, at Broad and Chestnut Streets, Attn: Harold E. Ikeler, Vice President (or at such other address as may be furnished in writing to the Lessee by the Assignee);

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

(3) the Assignee 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; and

(4) the Lease shall not, without the prior written consent of the Assignee, 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.

The Consent and Agreement, when accepted by the Assignee by signing the acceptance at the foot hereof,

shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of said Commonwealth.

TOLEDO, PEORIA & WESTERN RAILROAD COMPANY,

[Corporate Seal]

By: _____
Vice President

Attest:

Assistant Secretary

The foregoing Consent and Agreement is hereby accepted, as of the 15th day of September 1978.

GIRARD BANK

By: _____
Vice President

LEASE ASSIGNMENT

Dated as of September 15, 1978

from

EXCHANGE NATIONAL BANK OF CHICAGO,

as Trustee

to

GIRARD BANK,

as Agent

[Covering 7 Diesel-Electric Locomotives]

LEASE ASSIGNMENT dated as of September 15, 1978, given by Exchange National Bank of Chicago, a national banking association, as Trustee (the Vendee or the Lessor) under a Trust Agreement (the Trust Agreement) dated as of the date hereof with Michigan National Leasing Corporation, a Delaware corporation (the Beneficiary), to GIRARD BANK, as agent (the Agent or the Vendor) for THE LIFE INSURANCE COMPANY OF VIRGINIA (hereinafter, whether one or more, the Investors).

WHEREAS, General Motors Corporation, a Delaware corporation (the Builder), and the Vendee have entered into a conditional sale agreement dated as of the date hereof (the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment units described in Annex A to the Conditional Sale Agreement (the Equipment or Units and individually a Unit); and the Vendee is leasing the Equipment to Toledo, Peoria & Western Railroad Company, a Delaware corporation (the Lessee), pursuant to a lease of railroad equipment dated as of the date hereof (the Lease);

WHEREAS, concurrently with execution of this Lease Assignment, the Agent is acquiring, pursuant to an agreement and assignment dated as of the date hereof (the Assignment), the security title, rights and interests of the Builder under the Conditional Sale Agreement in the Units.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration paid by the Agent to the Vendee, the receipt of which is hereby acknowledged, and the mutual covenants herein contained:

Section 1. With the exception of the rights under §6, §9 and §21 of the Lease to receive monies payable by the Lessee to the Vendee and the right to enforce such provisions of §6, §9 and §21 pursuant to Section 10(a), and only such Section 10(a), of the Lease, the Lessor hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the obligations of the Lessor as Vendee under the Conditional Sale Agreement, 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, 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 (as defined in the Lease) as 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 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.

Section 2. 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 Conditional Sale Agreement, and, so long as no event of default or event which with the lapse of time and/or demand provided for in the Conditional Sale Agreement could constitute an event of default thereunder shall have occurred and be continuing, and there has been no Declaration of Default thereunder, any balance shall be paid to the Lessor on the same date such Payments are applied to satisfy such obligations of the Lessor, by check mailed to the Lessor on such date or, upon written request of the Lessor, by bank wire to the Lessor at such address as may be specified to the Agent in writing, and such balance shall be retained by the Lessor.

Section 3. Anything herein contained to the contrary notwithstanding, the Vendee shall remain fully liable under the Lease to perform all of the obligations assumed by it thereunder, and the Agent, its successors or assigns, shall have no obligation or liability under the Lease by reason of or arising out of this Lease Assignment, nor shall the Agent, its successors or assigns, be required or obligated in any manner to perform or fulfill any obligation of the Vendee under or pursuant to the Lease, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, its successors or assigns, or to press or file any claim or to take any other action to collect or enforce the payment of any amounts which may have been assigned to it, its successors or assigns,

or to which it, its successors or assigns, may have been entitled at any time or times, provided that the Agent shall have first fully informed the Vendee promptly in writing of any such matters of which it has knowledge.

Section 4. The Lessor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides is 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.

Section 5. The Vendee does hereby constitute the Agent, its successors or assigns, its true and lawful attorney with full power (in the name of the Vendee or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all Payments, to draw any checks or other instruments or orders in connection therewith and to file any claims or to take any action or institute any proceedings which the Agent, its successors or assigns, may deem to be necessary or advisable in the premises, all moneys received pursuant to this Lease Assignment to be applied as herein provided.

Section 6. The Vendee agrees that at any time and from time to time, upon the written request of the Agent, its successors or assigns, the Vendee will promptly and duly execute and deliver any and all such further instruments and documents as the Agent, its successors or assigns, may reasonably request in obtaining the full benefits of this Lease Assignment and of the rights and powers herein granted.

Section 7. The Lessor will pay and discharge any and all claims, liens, charges or security interests (other than created by the Conditional Sale Agreement) 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 Agent), not

arising out of the transactions contemplated by the Lease (but including tax liens arising out of the receipt of the income and proceeds from the Units) which, if unpaid, might become a claim, lien, charge or security interest on or with respect to the Lease or such rentals or other payments equal or superior to the Agent's interest therein, unless the Lessor shall be contesting the same in good faith by appropriate proceedings in any reasonable manner and the nonpayment thereof does not, in the reasonable opinion of the Agent, adversely affect such interests of the Agent.

Section 8. The Vendee does hereby warrant and represent that it has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Lease Assignment shall remain in effect, any of its rights, title or interest in or to the Lease to anyone other than the Agent, its successors or assigns, and that it will not take or omit to take any action, the taking or omission of which might result in an alteration, amendment, modification or impairment of the Lease or this Lease Assignment, or of any of the rights created by any of such instruments except as expressly provided in the Lease. The Vendee does hereby ratify and confirm the Lease and does warrant and represent that such Lease is in full force and effect as to it, and that the Vendee is not in default hereunder.

Section 9. The terms of this Lease Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; 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 Lease and this Lease Assignment as shall be conferred by the laws of the several jurisdictions in which the Lease or this Lease Assignment shall be filed, recorded or deposited, or in which any Unit shall be located, and any rights arising out of the marking on the Units of the Equipment.

Section 10. This Lease Assignment may be executed in any number of counterparts, but the counterpart delivered to the Interstate Commerce Commission for recording and subsequently redelivered to the Agent shall be deemed to be the original counterpart. Although this Lease Assignment is dated as of the date first above written for convenience, the actual date or dates of execution hereof by the parties

hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

Section 11. This Lease Assignment shall take effect immediately upon the execution hereof and the powers and authorities granted to the Agent, its successors or assigns, herein, having been given for valuable consideration, are hereby declared to be irrevocable; provided, however, that when all of the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) and all other sums payable under the Conditional Sale Agreement have been paid or discharged in accordance with the terms thereof, and all other covenants and agreements contained therein shall have been performed, all right, title and interest herein assigned shall revert to the Vendee and this Lease Assignment shall terminate.

Section 12. In the event that the Agent has actual knowledge of a default in payment of any part of the rental provided in Section 3 of the Lease, or of any Event of Default under the Lease, the Agent will give prompt notice to the Vendee of such default or Event of Default.

Section 13. The Agent agrees to furnish to the Vendee such information, statements and reports which the Vendee may reasonably request for the purpose of the Vendee carrying out its powers, obligations and duties under the Lease, or as will enable the Vendee to prepare tax returns; and the Agent will make available at reasonable times for review or copying such books and records as the Vendee may reasonably request.

The Agent agrees to furnish to the Vendee copies of all notices, statements, documents or schedules received by it under the Lease, the Lease Assignment or the Conditional Sale Agreement and the Vendee shall cause similar copies to be delivered to the Agent if received by the Vendee.

Section 14. The Agent hereby agrees with the Vendee that the Agent will not, so long as an Event of Default under the Lease or an event of default under the Conditional Sale Agreement has not 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 which are assigned and transferred by the Vendee to the Agent by this Lease

Assignment and which are for the sole benefit of the Vendee, without the prior consent of the Vendee.

Section 15. Notwithstanding any other provision of this Assignment (a) the terms of this Assignment shall not impose any obligations on the Lessor in addition to the obligations of the Lessor under the Lease or under the Conditional Sale Agreement or in any way limit the effect of the last paragraph of Article 4 of the Conditional Sale Agreement or Article 21 of the Conditional Sale Agreement and (b) so long as there is no event of default under the Conditional Sale Agreement, the terms of this Assignment shall not limit or in any way affect the right of the Lessor to receive and collect any Payments under the Lease in excess of the obligations of the Lessor under the Conditional Sale Agreement, or empower the Vendor in any way to waive or release the obligation of the Lessee to pay such excess amounts, and the Lessor shall continue to be empowered to ask, demand, sue for, collect and receive any and all of such excess amounts, but shall not take any action under Section 10(b) of the Lease without the written consent of the Vendor and (c) each and all of the representations, undertakings and agreements herein made on the part of the Lessor are each and every one of them made and intended not as personal representations, undertakings and agreements by Exchange National Bank of Chicago or for the purpose or with the intention of binding said national association personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Assignment is executed and delivered by the said national association solely in the exercise of its powers expressly conferred upon it as trustee under the Trust Agreement, and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said national association or the Beneficiary, except for wilful misconduct or gross negligence, or on account of any representation, undertaking or agreement of the Lessor or the Beneficiary, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Vendor and by all persons claiming by, through or under the Vendor; provided, however, that the Vendor or any person claiming by, through or under it, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

[CORPORATE SEAL]

Exchange National Bank of Chicago,
not individually but solely as
Trustee

Attest:

By: _____

[CORPORATE SEAL]
Attest:

GIRARD BANK

Assistant Secretary

By: _____
Vice President

STATE OF :
 : SS
COUNTY OF :

On this ____ day of _____, 1978, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of Exchange National Bank of Chicago, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation as trustee, 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 as trustee.

Notary Public

STATE OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA :

On this ____ day of _____, 1978, before me personally appeared H. E. IKELER, JR. to me personally known, who being by me duly sworn says that he is a Vice President of GIRARD BANK, that the seal 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

CONSENT AND AGREEMENT

The undersigned, TOLEDO, PEORIA & WESTERN RAILROAD COMPANY, a Delaware corporation (hereinafter called the Lessee), the Lessee named in the Lease (hereinafter called the Lease) referred to in the foregoing Lease Assignment (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 and agrees that:

(1) it will pay all rentals, casualty payments, liquidated damages 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 (except for any indemnities payable directly to the Lessor or the Beneficiary (as defined in the Lease) pursuant to §6, §9 or §21 of the Lease), directly to Girard Bank (hereinafter called the Assignee), the assignee named in the Lease Assignment, at Broad and Chestnut Streets, Attn: Harold E. Ikeler, Vice President (or at such other address as may be furnished in writing to the Lessee by the Assignee);

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

(3) the Assignee 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; and

(4) the Lease shall not, without the prior written consent of the Assignee, 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.

The Consent and Agreement, when accepted by the Assignee by signing the acceptance at the foot hereof,

shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of said Commonwealth.

TOLEDO, PEORIA & WESTERN RAILROAD COMPANY,

By: R. E. McMillan
~~Vice~~ President

[Corporate Seal]

Attest:

M. J. Craig
Assistant Secretary

The foregoing Consent and Agreement is hereby accepted, as of the 15th day of September 1978.

GIRARD BANK

By: _____
Vice President