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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 1, 1973 (hereinafter called "this Assignment"), between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, (hereinafter called the Lessor), as trustee for THE FIFTH THIRD BANK, and MANUFACTURERS HANOVER TRUST COMPANY (hereinafter called the Assignee).

WHEREAS the Lessor and Trailer Train Company (hereinafter called the Lessee) have entered into a Lease of Equipment dated as of July 1, 1973 (hereinafter called the Lease), providing for the leasing by the Lessor to the Lessee of certain units of railroad equipment; and

WHEREAS, in order to provide security for the obligations of the Lessor under an Equipment Trust Agreement dated as of the date hereof (hereinafter called the Equipment Trust Agreement) among the Lessee, the Assignee, the Lessor and certain other parties, the Lessor agrees to assign for security purposes its rights in, to and under the Lease to the Assignee;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Subject to the provisions of Paragraph 11 hereof, the Lessor hereby assigns, transfers and sets over unto the Assignee, as collateral security for the payment and performance of the obligations of the Lessor under the Equipment Trust 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, 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 Assignee in its own name, or 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 sums 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 Assignee agrees to accept any Payments made by the Lessee for the account of the Lessor pursuant to the Lease. To the extent received, the Assignee will apply such Payments to satisfy the obligations of the Lessor under the Equipment Trust Agreement. So long as no Event of Default (or event which, with notice or lapse of time, or both, could constitute an Event of Default) under the Equipment Trust Agreement shall have occurred and be continuing, any remaining balance shall be paid to the Lessor at such place as the Lessor shall specify in writing. The Assignee will promptly notify the Lessor of the occurrence of an Event of Default (or event which, with notice or lapse of time, or both, could constitute an Event of Default) under the Lease of which it has knowledge; *provided, however,* that any failure to provide such notice shall not affect the rights and remedies of the Assignee under the Equipment Trust Agreement.

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

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

(a) The Lessor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Lessor; without the written consent of the Assignee, the Lessor will not anticipate the rents or other payments 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 per-

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

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

(c) Should the Lessor fail to make any payment or to do any act which this Assignment requires the Lessor to make or do, then the Assignee, but without obligation so to do, after first making written demand upon the Lessor and affording the Lessor a reasonable period of time within which to make such payment or do such act, but without releasing the Lessor from any obligation hereunder, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Lessor contained in the Lease; and in exercising any such powers, the Assignee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Lessor will reimburse the Assignee for such costs, expenses and fees.

4. The Lessor does hereby constitute the Assignee 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 Assignee 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 Equipment Trust Agreement, this Assignment and all rights herein assigned to the Assignee shall terminate, and all estate, right, title and interest of the Assignee in and to the Lease shall revert to the Lessor.

6. If an Event of Default under the Equipment Trust Agreement shall occur and be continuing, the Assignee may declare all sums secured hereby immediately due and payable and may apply all such sums against the amounts due and payable under the Equipment Trust Agreement.

7. The Lessor will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Assignee in order to confirm or further assure, the interests of the Assignee hereunder.

8. The Assignee 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 Assignee hereunder.

9. This Assignment shall be governed by the laws of the State of New York, 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 Assignee at its address set forth in the Equipment Trust Agreement, or at such other address as the Assignee shall designate. Any notice required or permitted to be given by the Assignee to the Lessor shall be delivered or made to the Lessor at its address set forth in the Lease, or at such other address as the Lessor shall designate.

11. The Assignee hereby agrees with the Lessor that the Assignee will not, so long as no Event of Default under the Lease or the

Equipment Trust Agreement has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Lessor to the Assignee by this Assignment. The liability of the Lessor to the Assignee under this Assignment of Lease and Agreement shall be limited in accordance with provisions of the last paragraph of Section 5.04 of the Equipment Trust Agreement.

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.

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION,
as Trustee

[CORPORATE SEAL]

by .....
Authorized Officer

Attest:
.....
Authorized Officer

MANUFACTURERS HANOVER TRUST
COMPANY,

by .....
Assistant Vice President

[CORPORATE SEAL]

Attest:
.....
Assistant Secretary

STATE OF UTAH
COUNTY OF SALT LAKE } SS.:

On this 6th day of December, 1973, before me personally appeared Calvin E. Anderson, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said 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 association.

Peggy Ann Tankersil
Notary Public

[NOTARIAL SEAL]

My Commission expires

My Commission Expires Nov. 10, 1976

STATE OF NEW YORK
COUNTY OF NEW YORK } SS.:

On this 6th day of December, 1973, before me personally appeared E. F. COCHRANE, to me personally known, who, being by me duly sworn, says that he is a ASSISTANT Vice President of MANUFACTURERS HANOVER TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathleen C Kelly
Notary Public

[NOTARIAL SEAL]

KATHLEEN C. KELLY
Notary Public, State of New York
No. 30-7218885
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1974

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Assignment of Lease and Agreement is hereby acknowledged as of October 1, 1973.

TRAILER TRAIN COMPANY

by .....

Vice President—Finance and Treasurer