RECORDATION NO. 7549
Filed & Recorded
JUN 25 1974 -3 30 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

WHEREAS, UNITED STATES RAILWAY LEASING COMPANY, a corporation of the State of Illinois (hereinafter referred to as "United"), and MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, a corporation of the State of South Dakota (hereinafter referred to as "Lessee"), have entered into a lease (herein called the "Lease") dated March 27, 1973 providing for the lease by United to the Lessee of 8 100- ton capacity cars, therein described (hereinafter referred to as the "Cars"); and

WHEREAS, the Lease was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, on April 30, 1973, and was assigned recordation number 7008; and

WHEREAS, CHEMICAL BANK (hereinafter referred to as "Trustee"), a New York corporation, with its corporate trust office at 20 Pine Street, New York, New York 10005, has agreed to act as Trustee under a certain Agreement and Indenture (Security Agreement) dated as of May 1, 1974 (herein called the "Indenture") securing the loan of certain moneys to United evidenced by United's notes, and United has agreed to assign all of its right, title and interest in and to the Lease to the Trustee as additional security for the notes under the Indenture.

Now, THEREFORE, for value received and upon the terms and conditions hereinafter set forth:

1. United does hereby sell, assign, transfer and set over to the Trustee all of the right, title and interest of United in and to the Lease and rentals and all other amounts payable by the Lessee or any other person, firm or corporation with respect to the Cars or under the Lease, except that any amount so payable shall continue to be paid to and received by United until and unless Trustee or United or the Holders of 66⅔% in principal amount of United's outstanding notes (herein called "Holders", whose notice shall be limited to the exercise of their rights hereinafter referred to) shall notify the Lessee or any successor to its interest that an Event of Default has occurred under the terms and provisions of the Indenture or the that Holders are exercising their rights under Section 4.1F of the Indenture and that payments are thereafter to be made to the Trustee; and in further-

ance of this Assignment and transfer, United does hereby authorize and empower the Trustee, in the event of notice of a default or that the Holders are exercising their rights under Section 4.1F of the Indenture, in its own name to sue for, collect, receive and enforce all payments to be made by the Lessee under and in compliance on the part of the Lessee with the terms and provisions of the Lease, to exercise all of the rights of United under any of the provisions of the Lease, and in its discretion to take any action under the Lease or with respect to the Cars as United could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate the Trustee to take any action under the Lease or in respect of the Cars.

In the event that pursuant to Section 4.1F of the Indenture the Lessee is directed to pay and the Trustee is directed to receive the rentals, proceeds and other sums payable to the Company under or pursuant to the provisions of the Lease (hereinafter called "Rentals"), Trustee will accept payment of the Rentals made to it by the Lessee pursuant to the Lease and this Assignment and will apply the Rentals as follows: *first*, to or toward the payment of all amounts due and payable under the Indenture at the time of the receipt of such Rentals, and the Trustee shall credit such Rentals so applied to the amounts then due and payable by the Company under the Indenture; and, *second*, so long as, to the actual knowledge of the Trustee, the Company is not in default under any provision of the Indenture, any balance of Rentals remaining shall be paid over to the Company by the Trustee; *provided*, however, that so long as, to the actual knowledge of the Trustee, the Company shall be in default under any provision of the Indenture, the Trustee shall not pay over any of the Rentals to the Company, but shall, during the continuance of such default, apply all Rentals received by the Trustee to the payment of all sums then and thereafter due and payable under the Indenture.

2. United warrants and covenants (a) that on the date hereof title to the Cars is vested in United; that it has good and lawful right to sell and assign the same as provided in the Indenture and herein and that its right and title thereto is free from all liens and encumbrances; subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder, (b) that United has not executed any other assignment of the Lease or of its right to receive all payments under the Lease, and the Lease will con-

tinue to be free and clear of any and all claims, liens, agreements, security interests or other encumbrances (except this Assignment and except to the extent United is contesting the validity of the same in good faith and by appropriate proceedings), and (c) that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by United. United will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

Unless the Lease is a lease specifically described in Exhibit A of the Indenture the Company will, concurrently with the execution and delivery of this Assignment, deliver to the Trustee the favorable written opinion of the Lessee's counsel stating with respect to the Lease the matters set forth in Paragraph 20 or 22, as the case may be, of the leases specifically described in Exhibit A of the Indenture and the opinion of Messrs. Rosenthal and Schanfield, counsel for the Company, or the opinion of other counsel satisfactory to the Trustee, to the effect that this Assignment has been duly authorized, executed and delivered by the Company and constitutes a duly valid and binding obligation of the Company and forceable in accordance with its terms except to the extent limited by laws affecting creditors' rights generally.

3. United represents and warrants that the Lease and this Assignment have each been duly authorized and executed by it and the Lease and this Assignment are and will remain the valid and binding obligations of United in accordance with their terms, and United covenants that it will, from time to time, at the request of the Trustee, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as the Trustee may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to the Trustee or intended so to be.

4. Pursuant to the terms of the Indenture, United cannot without the prior consent of the Trustee:

(a) terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of, the Lease (except as otherwise expressly provided in the Indenture) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate created by the Lease; provided further that United may declare a default under the Lease only with the prior written consent of the Trustee, who shall give consent only upon the

consent of the Holders as provided in the Indenture (which consent shall not be unreasonably withheld or delayed); or

(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Trustee under the Indenture) any rent payment then due or to accrue in the future under the Lease in respect of the Cars; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to the Trustee under the Indenture) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.

In witness whereof, United has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the 1st day of May, 1974.

United States Railway Leasing Company

by: Ralph E. Bell
Vice President

[Corporate Seal]

Attest:
Assistant Secretary

Accepted:

Chemical Bank,
as Trustee as aforesaid

by: _____
Senior Trust Officer

[Corporate Seal]

Attest:

_____
Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

On this 24th day of June, 1974, before me personally appeared R. C. Bell to me personally known, who being by me duly sworn, says that he is a Vice President of UNITED STATES RAILWAY LEASING COMPANY, 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.

[NOTARIAL SEAL] Mary Ellen Sander
Notary Public

My Commission expires:

My Commission Expires June 11, 1975

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

On this 25TH day of JUNE, 1974, before me personally appeared K. Mehl, to me personally known, who, being by me duly sworn, says that he is a Senior Trust Officer of CHEMICAL 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.

[NOTARIAL SEAL] Sylvia Laskow
Notary Public

My Commission expires:

SYLVIA LASKOW
Notary Public, State of New York
No. 24-7436995
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1976