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RECORDATION NO. 7583 A & Record

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INTERSTATE COMMERCE COMMISSION

**AGREEMENT AND ASSIGNMENT**

**Dated as of May 15, 1974**

**between**

**THRALL CAR MANUFACTURING COMPANY**

**and**

**CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO,**

*as Agent*

**AGREEMENT AND ASSIGNMENT** dated as of May 15, 1974 between THRALL CAR MANUFACTURING COMPANY (hereinafter called the Builder) and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, acting as Agent (hereinafter, together with its successors and assigns, called the Assignee) under a Finance Agreement dated as of the date hereof (hereinafter called the Finance Agreement).

WHEREAS, the Builder; UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (hereinafter, together with its successors and assigns, called the Vendee) under a Trust Agreement dated as of the date hereof (hereinafter called the Trust Agreement) with GENERAL ELECTRIC CREDIT CORPORATION (hereinafter called the Beneficiary); and WISCONSIN POWER AND LIGHT COMPANY, WISCONSIN PUBLIC SERVICE CORPORATION and MADISON GAS AND ELECTRIC COMPANY (hereinafter called collectively the Lessees and individually a Lessee) have entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called 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 described in Annex A to the Conditional Sale Agreement (hereinafter called the Equipment); and

WHEREAS, the Vendee and the Lessees have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease) providing for the lease to the Lessees of the Equipment, and the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of the date hereof (hereinafter called the Lease Assignment) assigning for security purposes certain of the Vendee's rights in, to and under the Lease to the Assignee as further security for the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement);

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this Assignment) WITNESSETH That, in consideration of the sum of One Dollar and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION 1. The Builder hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) All the right, security title and interest of the Builder in and to each unit of the Equipment;

(b) All the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment; the right to receive the payments specified in the third paragraph of Article 3 thereof, in the first paragraph and in subparagraph (a) of the third paragraph of Article 4 thereof and in the last paragraph of Article 15 thereof; and reimbursement for taxes paid or incurred by the Builder under Article 6 thereof), in and to any and all amounts which may be or become due or owing under the Conditional Sale Agreement on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest and premium, if any, thereon and in and to any other sums becoming due from the Vendee or the Lessees under the Conditional Sale Agreement other than those hereinabove excluded; and

(c) Except as limited by subparagraph (b) of this paragraph, all the Builder's rights, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse, however, against the Builder for or on account of the failure of the Vendee or the Lessees to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; *provided, however*, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements contained in Article 14 of the Conditional Sale Agreement or relieve the Vendee or the Lessees from their respective obligations to the Builder contained in Articles 2, 3, 4, 6 and 14 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the Conditional Sale Agreement, all obligations of the Builder to the Vendee with respect to the Equipment shall be and remain enforceable by the Vendee, its successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of or as attorney hereby irrevocably constituted for the Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee and the Lessees with the terms and agreements on their parts to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. The Builder covenants and agrees that it shall construct the Equipment in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Vendee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each and all of the covenants and conditions of the Conditional Sale Agreement to be performed and complied with by the Builder. The Builder further covenants and agrees that it will warrant to the Assignee, the Vendee and the Lessees that at the time of delivery of each unit of the Equipment under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee and the Lessees under the Conditional Sale Agreement and the rights of the Lessees under the Lease; and the Builder further covenants and agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Conditional Sale Agreement; all *subject, however*, to the provisions of the Conditional Sale Agreement and the rights of the Vendee and the Lessees thereunder. The Builder will not deliver any of the Equipment to the Vendee under the Conditional Sale Agreement until the Conditional Sale Agreement and the Lease have been filed and recorded in accordance with Section 20c of the Interstate Commerce Act.

SECTION 3. The Builder covenants and agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest or premium, if any, on, indebtedness in respect of the Purchase Price of the Equipment or to enforce any provision of the Conditional Sale Agreement, the Builder will indemnify, protect and hold harmless the Assignee from and against all expense (including without limita-

tion counsel fees), loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever claimed by the Vendee or the Lessees arising out of a breach by the Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof or arising by reason of any other indebtedness or liability at any time owing to the Vendee or the Lessees by the Builder. Any and all such obligations shall be and remain enforceable by the Vendee or the Lessees against and only against the Builder and shall not be enforceable against the Assignee or any person or persons in whom title to the Equipment, or any unit thereof, or any of the rights of the Builder under the Conditional Sale Agreement shall vest by reason of this assignment or of successive assignments or transfers. The Assignee will give notice to the Builder of any suit, proceeding or action by the Assignee herein described, and shall promptly move or take other appropriate action, on the basis of Article 15 of the Conditional Sale Agreement, to strike any defense, set-off, counterclaim or recoupment asserted by the Vendee or the Lessees therein; and if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, set-off, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee shall promptly notify the Builder of any such defense, set-off, counterclaim or recoupment asserted by the Vendee or the Lessees and thereafter give the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, set-off, counterclaim or recoupment.

Except in cases of articles or materials specified by the Vendee or the Lessees and not manufactured by the Builder and in cases of designs, systems, processes, formulae or combinations specified by the Vendee or the Lessees and not developed or purported to be developed by the Builder, the Builder agrees to indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to the Builder of any claim actually known to the Assignee from which liability may be charged hereunder, and the Builder shall have the right, at the Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts payable to it by the Vendee or the Lessees with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. The Builder will cause to be plainly, distinctly, permanently and conspicuously marked on each side of each unit of the Equipment, at the time of delivery thereof under the Conditional Sale Agreement, in letters not less than one inch in height, the words:

“OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c.”

SECTION 5. The Assignee, on each Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to a Group (as defined in said Article 4) of the Equipment,

shall pay to the Builder an amount equal to the portion of the Purchase Price thereof which, under the terms of said Article 4, is payable in installments, provided that there shall have been delivered to the Assignee (with an executed counterpart to the Vendee and the Beneficiary), as provided in Article 15 of the Conditional Sale Agreement and at least five Business Days prior to such Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel hereinafter mentioned, in such number of counterparts as may be reasonably requested by said special counsel:

(a) A bill of sale, dated such Closing Date, from the Builder to the Assignee transferring to the Assignee security title to the units of the Equipment in such Group and warranting to the Assignee, the Vendee and the Lessees that at the time of delivery of such units under the Conditional Sale Agreement the Builder had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee and the Lessees under the Conditional Sale Agreement and the rights of the Lessees under the Lease, and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Conditional Sale Agreement;

(b) A Certificate or Certificates of Acceptance with respect to the units of the Equipment in such Group as contemplated by Article 3 of the Conditional Sale Agreement and Section 2 of the Lease;

(c) A certificate of an officer of Wisconsin Power and Light Company, on behalf of all the Lessees, to the effect that none of the units of the Equipment in such Group was placed in the service of the Lessees or otherwise was used by the Lessees prior to delivery and acceptance of such units under the Conditional Sale Agreement and the Lease;

(d) An invoice or invoices of the Builder to the Vendee for the units of the Equipment in such Group accompanied by or having endorsed thereon a certification by the Vendee and the Lessees as to their approval thereof;

(e) An opinion, dated such Closing Date, of Messrs. Sidley & Austin, who are acting as special counsel for the Assignee and the Investor named in the Finance Agreement, addressed to the Assignee, to the effect that (i) the Finance Agreement, assuming the due authorization, execution and delivery thereof by such Investor, has been duly authorized, executed and delivered and is a legal, valid and binding instrument, (ii) the Conditional Sale Agreement has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument enforceable in accordance with its terms, (iii) this Assignment has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument, (iv) the Assignee is vested with all the rights, titles and interests of the Builder purported to be assigned to the Assignee by this Assignment, (v) the Lease has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument enforceable in accordance with its terms, (vi) the Lease Assignment has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument, (vii) the Assignee is vested with all the rights, titles and interests of the Vendee purported to be assigned to the Assignee by the Lease Assignment, (viii) security title to the units of the Equipment is validly vested in the Assignee, (ix) no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the valid execution and delivery of the Finance Agreement, the Conditional Sale Agreement, this Assignment,

the Lease or the Lease Assignment, or, if any such authority is necessary, it has been obtained, (x) the Conditional Sale Agreement, this Assignment, the Lease and the Lease Assignment have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, as amended, and no other filing or recordation is necessary for the protection of the rights of the Assignee in any state of the United States of America or in the District of Columbia and (xi) registration of the Conditional Sale Agreement, this Assignment or the certificates of interest delivered pursuant to the Finance Agreement is not required under the Securities Act of 1933, as amended, and qualification of an indenture with respect thereto is not required under the Trust Indenture Act of 1939, as amended, and covering such other matters as may reasonably be requested by the Assignee or such Investor;

(f) An opinion, dated such Closing Date, of Messrs. Sullivan & Cromwell, addressed to the Assignee and the Lessees, stating that the Trust Agreement, the Conditional Sale Agreement, this Assignment, the Lease and the Lease Assignment have each been duly authorized, executed and delivered by the Vendee and, assuming the due authorization, execution and delivery thereof by the other parties thereto, each is a legal, valid and binding instrument and, in the case of the Trust Agreement, the Conditional Sale Agreement and the Lease, enforceable against the Vendee in accordance with its respective terms;

(g) An opinion, dated such Closing Date, of Messrs. Isham, Lincoln & Beale, who are acting as special counsel for the Lessees, addressed to the Assignee and the Vendee, to the effect set forth in clauses (i), (ii), (v), (x) and (xi) of subparagraph (e) above and to the effect that (i) no approval of the Interstate Commerce Commission, the Federal Power Commission, the Securities and Exchange Commission, the Public Service Commission of Wisconsin or any other governmental authority is necessary for the valid execution and delivery by any of the Lessees of the Finance Agreement, the Conditional Sale Agreement or the Lease and (ii) neither the execution and delivery of the Finance Agreement, the Conditional Sale Agreement or the Lease, nor the consummation of the transactions therein contemplated or the fulfillment of the terms thereof, will conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation or By-laws of any of the Lessees;

(h) An opinion, dated such Closing Date, addressed to the Assignee and the Vendee, of Messrs. Axley, Brynelson, Herrick & Gehl with respect to Wisconsin Power and Light Company, of Messrs. Foley & Lardner with respect to Wisconsin Public Service Corporation and of Messrs. Stafford, Rosenbaum, Rieser & Hansen with respect to Madison Gas and Electric Company, to the effect that (i) such corporation is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Wisconsin, with full power to enter into the Finance Agreement, the Conditional Sale Agreement and the Lease and to own its properties and to carry on its business as now conducted, (ii) such corporation has the legal right to operate as a public utility in the State of Wisconsin, (iii) no approval of the Public Service Commission of Wisconsin or any other state or local governmental authority, commission or body is necessary for the valid execution and delivery by such corporation of the Finance Agreement, the Conditional Sale Agreement or the Lease, (iv) neither the execution and delivery of the Finance Agreement, the Conditional Sale Agreement or the Lease, nor the consummation of the transactions therein contemplated or the fulfillment of the terms thereof, will conflict with or result in a breach of any of the terms, conditions or provisions of the Articles of Incorporation or By-laws of such corporation or, to the best knowledge of such counsel, of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or of any agreement or instrument to which such corporation is now a party or is bound or constitutes a default thereunder, (v) to the best knowledge of such counsel, no mortgage, deed of trust or other lien of any

nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property (or interests therein) of such corporation now attaches or hereafter will attach to any units of the Equipment in such Group, or in any manner affects or will affect adversely the Vendee's or the Assignee's right, title and interest in such units, other than such liens as may attach to the rights of such corporation under the Conditional Sale Agreement and the Lease in and to such units and (vi) the Finance Agreement, the Conditional Sale Agreement and the Lease, assuming the due authorization, execution and delivery thereof by the other parties thereto, have been duly authorized, executed and delivered by such corporation and each is a legal, valid and binding instrument and enforceable against such corporation in accordance with its terms;

(i) An opinion, dated such Closing Date, of Messrs. Carroll, Connelly, Hartigan & Hillery, addressed to the Assignee, the Vendee and the Lessees, to the effect that (i) the Builder is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the power and authority to own its properties and to carry on its business as now conducted, (ii) the Conditional Sale Agreement has been duly authorized, executed and delivered by the Builder and, assuming the due authorization, execution and delivery thereof by the other parties thereto, is a legal, valid and binding instrument enforceable against the Builder in accordance with its terms, (iii) this Assignment has been duly authorized, executed and delivered by the Builder and, assuming the due authorization, execution and delivery hereof by the other party hereto, is a legal, valid and binding instrument, (iv) the Assignee is vested with all the rights, titles and interests of the Builder purported to be assigned to the Assignee by this Assignment and (v) security title to the units of the Equipment in such Group is validly vested in the Assignee and such units, at the time of delivery thereof under the Conditional Sale Agreement, were free from all claims, liens, security interests and other encumbrances (except only the rights of the Vendee and the Lessees under the Conditional Sale Agreement and the rights of the Lessees under the Lease);

(j) An opinion, dated such Closing Date, of counsel for the Beneficiary, addressed to the Assignee, the Vendee and the Lessees, stating that the Finance Agreement and the Trust Agreement have each been duly authorized, executed and delivered by the Beneficiary and, assuming the due authorization, execution and delivery thereof by the other parties thereto, each is a legal, valid and binding instrument enforceable against the Beneficiary in accordance with its respective terms; and

(k) A receipt from the Builder for any payment (other than the payment being made by the Assignee pursuant to this first paragraph of this Section 5) required to be made on such Closing Date to the Builder with respect to the Equipment, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Vendee.

In giving the opinions specified in subparagraphs (e), (f), (g), (h), (i) and (j) of this Section 5, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinions specified in said subparagraphs (e) and (g), counsel may rely as to the authorization, execution and delivery by the Builder of the documents executed by the Builder and, to the extent applicable, title to the Equipment at the time of delivery thereof under the Conditional Sale Agreement on the opinion of counsel for the Builder delivered pursuant to said subparagraph (i), as to the authorization, execution and delivery by the Vendee of the documents executed by the Vendee on the opinion of counsel for the Vendee delivered pursuant to said subparagraph (f), as to the

authorization, execution and delivery by the Beneficiary of the documents executed by the Beneficiary on the opinion of counsel for the Beneficiary delivered pursuant to said subparagraph (j) and as to any matters governed by the laws of any jurisdiction other than the United States or Illinois on the opinions of counsel for the Vendee or counsel named in said subparagraph (h).

The obligation of the Assignee hereunder to make payment for any Group of Equipment is hereby expressly conditioned upon the Assignee's having on deposit, pursuant to the terms of the Finance Agreement, sufficient funds available to make such payment and upon payment by the Vendee of the amount required to be paid by it pursuant to subparagraph (a) of the third paragraph of Article 4 of the Conditional Sale Agreement. The Assignee shall not be obligated to make any of the above-mentioned payments at any time while an event of default or any event which, with notice, demand and/or lapse of time, would constitute an event of default shall have occurred and be continuing under the Conditional Sale Agreement. In the event that the Assignee shall not make any such payment, the Assignee shall reassign to the Builder, without recourse to the Assignee, all right, title and interest of the Assignee in and to the units of the Equipment with respect to which payment has not been made by the Assignee.

SECTION 6. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee or the Lessees thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 15 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 7. The Builder hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Conditional Sale Agreement was duly authorized by it and lawfully executed and delivered by it for a valid consideration; and, assuming the due authorization, execution and delivery thereof by the Vendee and the Lessees, the Conditional Sale Agreement is, in so far as the Builder is concerned, a legal, valid and binding agreement upon the Builder in accordance with its terms and it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee or its successors or assigns, it will execute any and all instruments which may be necessary or proper in order to discharge or record the Conditional Sale Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment.

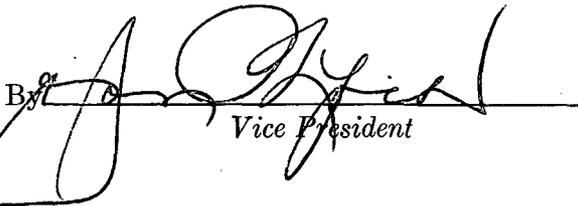
SECTION 8. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Wisconsin; *provided, however,* that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording, registering or depositing, if any, of the Conditional Sale

Agreement or this Assignment as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded, registered or deposited.

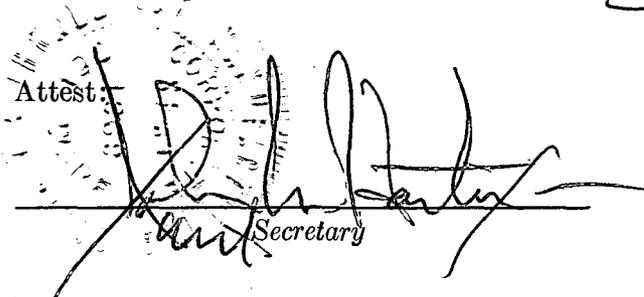
SECTION 9. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. Although this Assignment is dated as of May 15, 1974 for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

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

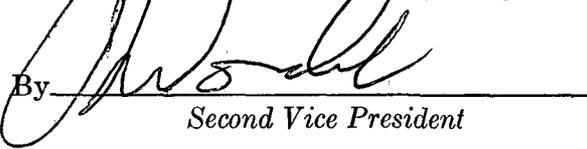
THRALL CAR MANUFACTURING COMPANY

By  Vice President

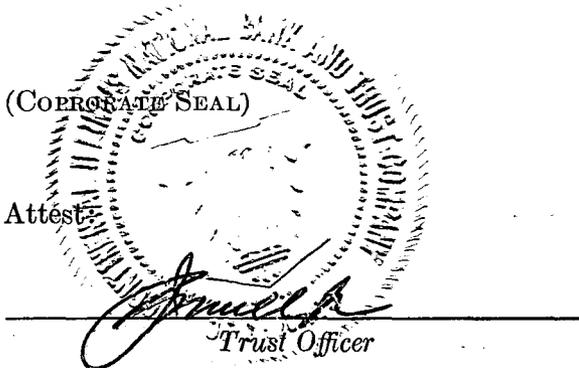
(CORPORATE SEAL)

Attest:  Secretary

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Agent

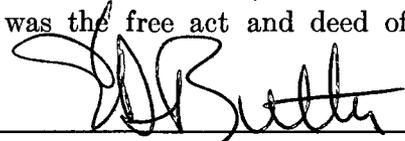
By  Second Vice President

(CORPORATE SEAL)

Attest:  Trust Officer

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

On this **24<sup>th</sup>** day of July, 1974, before me personally appeared **JOHN P. LYNCH**, to me personally known, who, being by me duly sworn, says that he is a Vice President of Thrall Car Manufacturing Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

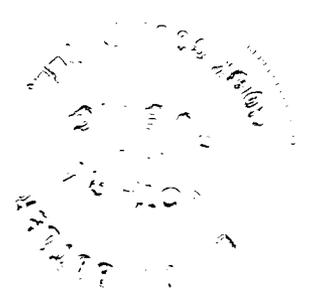


Notary Public

(NOTARIAL SEAL)

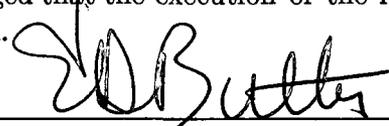
My commission expires

**NOVEMBER 16, 1977**



STATE OF ILLINOIS }  
COUNTY OF COOK } SS

On this **24<sup>th</sup>** day of July, 1974, before me personally appeared **R. J. VONDRASEK**, to me personally known, who, being by me duly sworn, says that he is a Second Vice President of Continental Illinois National Bank and Trust Company of Chicago, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(NOTARIAL SEAL)

My commission expires

**NOVEMBER 16, 1977**



ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of May 15, 1974.

UNITED STATES TRUST COMPANY OF NEW YORK, *as Trustee*

By *Molotov*  
*Vice President*

WISCONSIN POWER AND LIGHT COMPANY

By *Edward A. Wiegman*  
*Vice President*

WISCONSIN PUBLIC SERVICE CORPORATION

By *Eel James*  
*Vice President*

MADISON GAS AND ELECTRIC COMPANY

By *W A Mc Namara*  
*Vice President*

