

No Cont's

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606

(312) 648-4000

RECORDATION NO. 7534 Filed & Recorded

JUL 3 1974 - 8 59 AM

INTERSTATE COMMERCE COMMISSION

June 27, 1974

KENNETH J. PETRINE
SECRETARY AND COUNSEL
648-4105

Mr. Robert Oswald, Secretary
Interstate Commerce Commission
Washington, D.C. 20433

Dear Mr. Oswald:

In pursuance of the provisions of Section 20c of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, there are herewith transmitted for filing and recording eight executed counterparts of an Assignment of Lease and Agreement, dated as of March 1, 1974, between American Security and Trust Company, Trustee, as Vendee and First Security Bank of Utah, National Association, as Vendor, covering certain covered hopper cars identified therein.

A check in the amount of \$10.00 in payment of the recordation fee is herewith enclosed.

The name and address of the Vendee is:

American Security and Trust Company
730 15th St. N.W.
Washington, D.C.

The name and address of the Vendor is:

First Security Bank of Utah, National
Association
79 South Main Street
Salt Lake City, Utah 84111

A general description of the equipment covered by the above identified Assignment of Lease and Agreement is as follows:

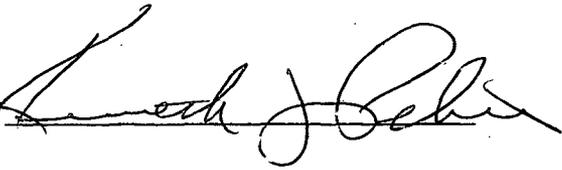
100 ton, 4,750 cubic foot covered hopper cars as more fully described in Schedule A, appended to the Lease of Railroad Equipment, recorded as document No. 7534-A.

Mr. Robert Oswald
Page 2
June 27, 1974

It would be appreciated if six executed counterparts of the aforesaid Assignment of Lease and Agreement bearing the Commission's filing and recordation stamps would be returned to the undersigned in the enclosed envelope.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

By 

KJP:kh
Enclosures

No car #s

RECORDATION NO. 7534^C Filed & Recorded

JUL 3 1974 - 8 50 AM

INTERSTATE COMMERCE COMMISSION

(IV)

ASSIGNMENT OF LEASE AND AGREEMENT dated as of March 1, 1974 (hereinafter called "this Assignment"), by and between **AMERICAN SECURITY AND TRUST COMPANY**, as trustee under a Trust Agreement dated as of the date hereof with **Gould Leasing Services, Inc.** (such trustee being hereinafter called the **Lessor** or the **Vendee**), and **FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION**, acting not in its individual capacity but solely as **Agent** under a Finance Agreement dated the date hereof (hereinafter called the **Vendor**).

WHEREAS, the **Vendee** and **North American Car Corporation** (hereinafter called the **Guarantor**) are entering into **Conditional Sale Agreements** dated as of the date hereof (hereinafter collectively called the **Security Documents**), with **Pullman Incorporated**, (**Pullman-Standard** division) and the **Guarantor** (as builder thereunder), respectively, (hereinafter called the **Builders**) providing for the sale to the **Vendee** of such units of railroad equipment (hereinafter called the **Units**) described in the Annexes thereto as are delivered to and accepted by the **Vendee** thereunder; and

WHEREAS, the **Lessor** and the **Guarantor** have entered into a **Lease of Railroad Equipment** dated as of the date hereof (hereinafter called the **Lease**), providing for the leasing by the **Lessor** to the **Guarantor** of the **Units**; and

WHEREAS, in order to provide security for the obligations of the **Lessor** under the **Security Documents** and as an inducement to the **Vendor** to invest in the **Conditional Sale Indebtedness** (as that term is defined in the **Security Documents**), the **Lessor** has agreed to assign for security purposes its rights in, to and under the **Lease** to the **Vendor**;

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 **Vendor**, as collateral security for the payment and performance of the **Lessor's** obligations under the **Security Documents**, 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 Guarantor 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 Vendor 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 Guarantor with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Guarantor for the account of the Lessor pursuant to the Lease. To the extent received, the Vendor will apply such Payments to satisfy the obligations of the Lessor under the Security Documents, subject to the limitations contained in the last paragraph of Article 4 of the Conditional Sale Agreement, and any balance shall be paid within five business days to and retained by the Lessor. If the Vendor shall not receive any rental payment under the first paragraph of Section 3 of the Lease when due, the Vendor shall furnish telegraphic notice of such non-receipt within 24 hours of the time such payment shall have been due to the Lessor at the addresses set forth in the Lease and shall confirm such notice by certified mail within five days thereof.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Vendor 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 Guarantor shall be and remain enforceable by the Guarantor, its successors and assigns, against, and only against, the Lessor or persons other than the Vendor.

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 Vendor, the Lessor will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Guarantor thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Guarantor, 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 Vendor, 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 Vendor 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 Vendor, 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 Vendor may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Lessor will reimburse the Vendor for such costs, expenses and fees.

4. The Lessor does hereby constitute the Vendor 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 Guarantor 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 Vendor may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Guarantor's and the Lessor's obligations under the Security Documents, this Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Lessor.

6. The Lessor will, on each Closing Date (as defined in the Security Documents) furnish the Vendor with an opinion of counsel that this Assignment has been duly authorized, executed and delivered by the Lessor and is a legal and valid agreement binding on the Lessor.

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 Vendor in order to confirm or further assure, the interests of the Vendor hereunder.

8. The Vendor 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 Vendor hereunder.

9. This Assignment shall be governed by the laws of the District of Columbia, 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 Vendor at its address set forth in Article 22 of the Security Documents, or at such other address as the Vendor shall designate.

11. The Vendor hereby agrees with the Lessor that the Vendor will not, so long as no Event of Default under the Lease or no event of default under the Security Documents 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 Vendor by this Assignment, except the right to apply the Payments as provided in Paragraph 1 hereof.

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

AMERICAN SECURITY AND TRUST COMPANY, as trustee,

by John R. Whymon
Vice President

[CORPORATE SEAL]

Attest:

William H. Rice
Assistant Secretary

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as agent,

by [Signature]
Authorized Officer

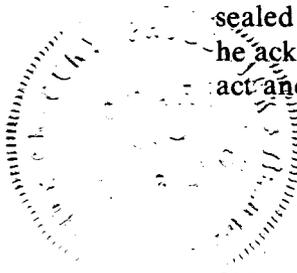
[CORPORATE SEAL]

Attest:

[Signature]
Authorized Officer

DISTRICT OF COLUMBIA SS.:

On this 20th day of June, 1974, before me personally appeared John R. Whitmore, to me personally known, who, being by me duly sworn, says that he is Senior Vice Pres of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said company and that said instrument was signed and sealed on behalf of said company 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 company.



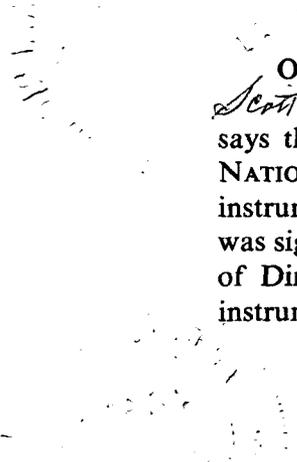
Gregory M. Philbich
Notary Public

[NOTARIAL SEAL]

My Commission expires 6-30-76

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.:

On this 18th day of June, 1974, before me personally appeared Scott D. Allen, 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 and 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.



Berence M. Pittman
Notary Public

[NOTARIAL SEAL]

My Commission expires
June 2, 1977

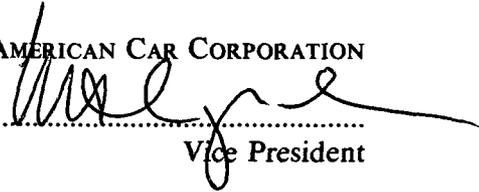


ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

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 March 1, 1974.

NORTH AMERICAN CAR CORPORATION

by.....

A handwritten signature in black ink, appearing to be "W. J. ...", written over a dotted line.

Vice President