

8839-B

8839-A

MAY 27 1977 -4 03 PM

INTERSTATE COMMERCE COMMISSION

MAY 27 1977 -4 03 PM

147A122

MAY 27 1977

INTERSTATE COMMERCE COMMISSION

8839-C

MAY 27 1977 -4 03 PM

INTERSTATE COMMERCE COMMISSION

May 26, 1977

Mr. Robert Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

CC Washington, D.C.

8839

COORDINATION NO. ... & Recorded

MAY 27 1977 -4 03 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED
MAY 27 4 00 PM '77
I.C.C. OPERATION BR.

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 the following documents:

1. Six (6) instruments constituting executed Conditional Sale Agreements dated as of April 15, 1977, executed in counterpart, among General Motors Corporation (Electro Motive Division), as Builder, New England Merchants Leasing Corporation B-3, as Vendee, and the Toledo, Peoria & Western Railroad Company, as Lessee, covering four (4) G.P. Model 38-2 2000 horsepower diesel electric locomotives;
2. Six (6) executed Agreement and Assignments dated as of April 15, 1977 between General Motors Corporation (Electro Motive Division), as Builder, and the Commercial National Bank of Peoria, as Assignee, relating to the aforesaid Conditional Sale Agreement, and executed in counterpart;
3. Six (6) instruments constituting six executed Leases of Equipment dated as of April 15, 1977, executed in counterpart, between New England Merchants Leasing Corporation B-3, as Lessor, and the Toledo, Peoria & Western Railroad Company, as Lessee, covering the lease of the aforementioned four locomotives;

C. F. Kumbel

Mr. Robert Oswald
Page Two
May 26, 1977

4. Six (6) instruments constituting six executed Assignment of Lease and Agreement executed in counterpart dated as of April 15, 1977 between New England Merchants Leasing Corporation B-3, as Lessor, and the Commercial National Bank of Peoria, relating to the aforesaid Lease of Equipment.

A check in the amount of \$100.00 made payable to the Treasurer of the United States is herewith tendered in payment of the recordation fee with respect to the Conditional Sale Agreement, the Agreement and Assignment, the Lease, and the Assignment of Lease and Agreement.

In respect of the Conditional Sale Agreement, the names and addresses of the respective parties are as follows:

Builder: General Motors Corporation
(Electro Motive Division)
LaGrange, Illinois 60525

Vendee: New England Merchants Leasing Corporation B-3
One Washington Mall
16th Floor
Boston, Massachusetts 02107

Lessee: Toledo, Peoria & Western Railroad Company
2000 East Washington Street
East Peoria, Illinois 61611

In respect of the Agreement and Assignment, the names and addresses of the parties are:

Builder: General Motors Corporation
(Electro Motive Division)
LaGrange, Illinois 60525

Assignee: Commercial National Bank of Peoria
301 South Adams Street
Peoria, Illinois 61602

In respect of the Lease, the names and addresses of the parties are:

Lessor: New England Merchants Leasing
Corporation B-3
One Washington Mall
16th Floor
Boston, Massachusetts 02107

Mr. Robert Oswald
Page Three
May 26, 1977

Lessee: Toledo, Peoria & Western Railroad Company
2000 East Washington Street
East Peoria, Illinois 61611

In respect of the Assignment of Lease and Agreement, the names and addresses of the parties are:

Lessor: New England Merchants Leasing
Corporation B-3
One Washington Mall
16th Floor
Boston, Massachusetts 02107

Vendor: Commercial National Bank of Peoria
301 South Adams Street
Peoria, Illinois 61602

A general description of the equipment covered by the above-identified Conditional Sale Agreement and Lease of Equipment is as follows:

Four (4) G.P. Model 38-2 2000 horsepower diesel electric locomotives manufactured by General Motors Corporation (Electro Motive Division), bearing road numbers 2001 to 2004 (both numbers inclusive).

None of the above-identified documents has been previously recorded with the Interstate Commerce Commission.

It would be appreciated if four (4) sets of documents, each constituting file copies of each of the above-identified documents, bearing the Commission's filing and recordation stamps will be delivered to:

Kunkel Transportation Services, Inc., 425 - 13th Street, N.W.,
1010 Penn Building, Washington, D. C. 20004

Very truly yours,

TOLEDO, PEORIA & WESTERN
RAILROAD COMPANY

By Carolyn H. Kunkel, President
Kunkel Transportation Services, Inc.
Statutory Agent

8839-A
APR 15 1977 4 31 PM
COMMERCIAL NATIONAL BANK OF PEORIA

AGREEMENT AND ASSIGNMENT

Dated as of April 15, 1977

between

GENERAL MOTORS CORPORATION
(Electro Motive Division)

as Builder,

and

COMMERCIAL NATIONAL BANK OF PEORIA

as Assignee

AGREEMENT AND ASSIGNMENT

AGREEMENT AND ASSIGNMENT dated as of April 15, 1977, between GENERAL MOTORS (ELECTRO MOTIVE DIVISION) (hereinafter called the "Builder"), and COMMERCIAL NATIONAL BANK OF PEORIA, as Lender, (hereinafter the "Assignee").

WHEREAS, the Builder, NEW ENGLAND MERCHANTS LEASING CORPORATION B-3 (hereinafter called the "Vendee") and TOLEDO, PEORIA & WESTERN RAILROAD COMPANY (hereinafter called the "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 B to the Conditional Sale Agreement (said equipment being hereinafter called the "Equipment" or "units of Equipment").

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this "Assignment") WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) 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 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 and 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, in the last paragraph of Article 14 thereof and reimbursement for taxes paid or incurred by the Builder), and except as aforesaid in and to any and all amounts which may be or become due or owing to the Builder 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 thereon, and in and to any other sums becoming due from the Vendee or the Lessee 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, titles, powers, privileges and remedies under this Conditional Sale Agreement;

without any recourse hereunder, however, against the Builder for or on account of the failure of the Vendee or the Lessee 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 13 of the Conditional Sale Agreement or relieve the Vendee or the Lessee from their respective obligations to the Builder contained in Articles 2, 3, 4, 6 and 13 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Agreement, or any subsequent assignment pursuant to the provisions of Article 14 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 and 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 Lessee 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 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 Agreement it will perform and fully comply with each of and all the covenants and conditions of the Conditional Sale Agreement set forth to be performed and complied with by the Builder. The Builder further agrees that it will warrant to the Assignee and the Vendee 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 under the Conditional Sale Agreement and the rights of the Lessee under the Lease (as defined in the Conditional Sale Agreement); and the Builder further 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 Lessee 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 (the Builder and its counsel being entitled to rely on advice from counsel for the Assignee or from the Lessee that such filing and recordation have occurred).

SECTION 3. The Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any instalment of, or interest 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, loss or damage (including, but not limited to, reasonable counsel fees) suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Vendee or the Lessee 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 by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Vendee or the Lessee by the Builder. The Builder's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 14 of the Conditional Sale Agreement, to strike any defense, setoff, counterclaim or recoupment asserted by the Vendee or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Vendee or the Lessee and not manufactured by the Builder and in cases of designs, systems, processes, formulae or combinations specified by the Vendee or the Lessee and not developed or purported to be developed by the Builder, the Builder agrees, except as otherwise specifically provided in Annex A to the Conditional Sale Agreement 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 which is based upon any such alleged infringement and will give the Builder 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 Lessee 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 Assignee, on the 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 instalments, provided that there shall have been delivered to the Assignee (with an executed counterpart to the Vendee), as provided in Article 14 of the Conditional Sale Agreement and prior to such Closing Date, the following documents in form and substance satisfactory to it and to its counsel hereinafter mentioned, in such number of counterparts as may be reasonably requested by said counsel:

(a) A bill of sale from the Builder to the Assignee transferring to the Assignee security title to the units of the Equipment in such Group, warranting to the Assignee and to the Vendee 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 Lessee 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 §2 of the Lease;

(c) A certificate of an officer of the Lessee to the effect that none of the units of the Equipment was placed in the service of the Lessee or otherwise was used by the Lessee prior to delivery and acceptance of such units under the Conditional Sale Agreement and the Lease;

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

(e) An opinion of counsel for Vendee addressed to the Assignee dated as of such Closing Date in substantially the form attached hereto as Annex A.

(f) An opinion of counsel for the Lessee, dated as of such Closing Date and addressed to the Vendee as well as the Assignee, in substantially the form attached hereto as Annex B.

(g) An opinion of counsel for the Builder, dated as of such Closing Date, and addressed to the Vendee and the Assignee in substantially the form attached hereto as Annex C.

(h) A receipt from the Builder for any payment (other than the payment being made by the Assignee pursuant to the first paragraph of this Section 4), 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) and (g) of this Section 4, 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 opinion specified in said subparagraph (e), counsel may rely (i) as to authorization, execution and delivery by the Builder of the documents executed by the Builder and title to the Equipment at the time of delivery thereof under the Conditional Sale Agreement, on the opinion of counsel for the Builder and (ii) to the extent appropriate, as to any matter governed by the law of any jurisdiction other than Illinois or the United States, on the opinion of counsel for the Builder or the opinion of counsel for the Lessee to such matter. In case of such reliance, counsel shall state that any opinions on which counsel relies are satisfactory in form and substance and that the Assignee and the Investors are justified in relying thereon.

The Assignee shall not be obligated to make any above-mentioned payment at any time after the commencement of any proceedings specified in clause (c) of Article 15 of the Conditional Sale Agreement or if an event of default, or any event which with the lapse of time and/or demands provided for in the Conditional

Sale Agreement 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 5. 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 Lessee thereunder. In the event of 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 4 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. 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, that, assuming due authorization, execution and delivery by the Vendee and the Lessee, the Conditional Sale Agreement is, in so far as the Builder is concerned, a legal, valid and existing agreement binding upon the Builder in accordance with its terms and that 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 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, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment.

SECTION 7. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Illinois, 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 Conditional Sale Agreement and

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 or deposited, or in which any unit of the Equipment shall be located, and any rights arising out of the marking on the units of the Equipment.

SECTION 8. 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 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.

IN WITNESS WHEREOF, the parties hereto, each 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.

GENERAL MOTORS
(ELECTRO MOTIVE DIVISION)

By *P.K. Hohlman*
Title: VICE PRESIDENT

(CORPORATE SEAL)

ATTEST:

W. A. Skerms
Title: ASSISTANT SECRETARY

COMMERCIAL NATIONAL BANK OF PEORIA

By _____
Title:

(CORPORATE SEAL)

ATTEST:

Title:

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 or deposited, or in which any unit of the Equipment shall be located, and any rights arising out of the marking on the units of the Equipment.

SECTION 8. 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 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.

IN WITNESS WHEREOF, the parties hereto, each 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.

GENERAL MOTORS
(ELECTRO MOTIVE DIVISION)

By _____
Title:

(CORPORATE SEAL)

ATTEST:

Title:

COMMERCIAL NATIONAL BANK OF PEORIA

By John E. Werdin
Title: Vice Pres.

(CORPORATE SEAL)

ATTEST: Geo. N. Ragias
Title: Vice Pres.

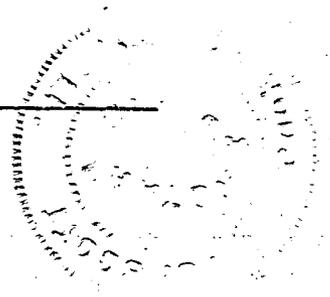
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 25TH day of MAY, 1977, before me personally appeared P. K. HOGLIND, to me personally known, who being by me duly sworn, says that he is VICE President of General Motors Corporation (Electro Motive Division) 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.



Notary Public

My Commission Expires: January 17, 1979



ANNEX A

GOODWIN, PROCTER & HOAR

COUNSELLORS AT LAW

28 STATE STREET

BOSTON, MASSACHUSETTS 02109

TELEPHONE (617) 552-8100
TELETYPE (617) 552-4231
TELEX 94 0040
CABLE GOODPROCT BOSTON

MAY , 1977

Commercial National Bank of Peoria
Commercial National Bank Building
Peoria, IL 61602

Gentlemen:

This firm has acted as counsel to New England Merchants Leasing Corporation B-3, a Massachusetts corporation (the "Vendee"), in connection with the negotiation, implementation and closing of certain transactions contemplated by a Conditional Sale Agreement dated as of April 15, 1977 among General Motors Corp., a New York corporation (the "Builder"), the Vendee and Toledo, Peoria & Western Railroad Company, an Illinois corporation (the "Lessee"). In that capacity we participated in the negotiation and preparation of, and attended to the execution and delivery of, the Conditional Sale Agreement and the several documents contemplated thereby, including among others the Lease and an Assignment of Lease and Agreement between the Vendee and Commercial National Bank of Peoria a national banking association (the "Assignee"). We have in addition reviewed the Agreement and Assignment. (The capitalized terms in the preceding sentences and all other capitalized terms in this letter which are also used in or defined in the Conditional Sale Agreement shall in this letter have the meanings of those terms in the Conditional Sale Agreement.)

Further, we performed the legal work required in connection with the incorporation of the Vendee, are familiar with its Articles of Incorporation and By-Laws, have reviewed minutes of all meetings of the Vendee's stockholders, Board of Directors and Executive Committee, and have additionally interviewed the Vendee's management personnel and made such further investigation and inquiry as we deemed necessary or appropriate for purposes of rendering this opinion.

As required by and pursuant to Section 4(a) of the Agreement and Assignment, we are by this letter confirming and rendering to you the following opinions of this firm:

GOODWIN, PROCTER & HOAR

Commercial National Bank of Peoria

Page Two

May , 1977

1. The Vendee is a corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and has the corporate power, authority and legal right to carry on its business as now conducted.

2. The Conditional Sale Agreement, the Lease and the Assignment of Lease have each been duly authorized, executed and delivered by the Vendee and assuming due authorization, execution and delivery by the other parties thereto, each of them is a legal and valid instrument binding on the Vendee in accordance with its terms.

3. Neither the execution and delivery by the Vendee of the Conditional Sale Agreement, the Lease or the Assignment of Lease, nor the consummation by the Vendee of the transactions contemplated by any thereof, nor compliance by the Vendee with the provisions of any thereof, conflicts with or results in a breach of, any of the provisions of the Articles of Incorporation or By-Laws of the Vendee, or of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency, or other governmental authority, or of any agreement or other instrument known to us to which the Vendee is a party or by which it is bound or constitutes a default under any thereof.

4. No consent, approval or other authorization of the Interstate Commerce Commission or by any court, administrative agency or other governmental authority is required in connection with the Vendee's execution and delivery of the Conditional Sale Agreement, the Lease or the Assignment of Lease.

5. Upon payment of the Purchase Price of the Equipment, the Vendee will acquire good title to the Equipment, free and clear of all liens and encumbrances other than those created by the Conditional Sale Agreement and the rights of the Lessee under the Lease.

6. Upon execution and delivery to the Assignee of the Conditional Sale Agreement and the Assignment of Lease, and the filing and recording of the Conditional Sale Agree-

GOODWIN, PROCTER & HOAR

Commercial National Bank of Florida
Page Three
May , 1977

ment, the Lease, the Agreement and Assignment and the Assignment of Lease with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, the Assignee will acquire all of the Vendee's right, title and interest in and to the Lease, including the right to receive all payments under the Lease, except as set forth in the Assignment of Lease, and will have a valid first security interest in the Equipment and the Lease.

7. Assuming that the Conditional Sale Agreement, the Lease, the Assignment of Lease and the Agreement and Assignment have been duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 20c of the Interstate Commerce Act, 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.

The foregoing opinions are subject to the following qualifications:

(i) The opinion set forth in Paragraph 5 is rendered in reliance upon the opinion of counsel to the Builder that there was due authorization, execution and delivery of the Conditional Sale Agreement and that the Builder held good title to the Equipment free and clear of all liens and encumbrances at the time of delivery thereof to the Vendee;

(ii) The opinion set forth in Paragraph 7 is rendered in reliance upon the opinion of counsel to the Lessee;

(iii) The enforceability of the rights and remedies of any party is subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law affecting generally the enforcement of creditors' rights from time to time in effect; and

(iv) We are admitted to the practice of law only in the Commonwealth of Massachusetts and disclaim any expertise

GOODWIN, PROCTER & HOAR

Commercial National Bank of Peoria
Page Four
May , 1977

in the laws of any jurisdiction (including Illinois) other than the laws of the United States of America and the Commonwealth of Massachusetts.

Very truly yours,

GOODWIN, PROCTER & HOAR

ANNEX B

OPINION OF LESSEE

An opinion of counsel for the Lessee dated as of the date of closing and addressed to the Vendee and the Assignee to the effect that:

1. The Lessee is a corporation legally incorporated, validly existing and in good standing under the laws of the State of Illinois.
2. Under the laws of the State of Illinois, the Lessee has full corporate power, authority and legal right to carry on its business as now conducted. Lessee is duly authorized and empowered to execute and deliver the Lease, the Conditional Sale Agreement and all such other documents as it has executed and delivered in connection with the transaction contemplated in said Lease and Conditional Sale Agreement.
3. No approval from any governmental authority is required with respect to the entering into or performance of the Lease, the Conditional Sale Agreement or other documents contemplated in this transaction, or if any such approval is required, it has been obtained.
4. The Lease and the Conditional Sale Agreement have been duly authorized, executed and delivered by the Lessee and, assuming due authorization, execution and delivery by the other parties thereto, are legal and valid instruments binding upon the Vendee and enforceable with their terms.
5. The entering into and the performance by the Lessee of the Lease and the Conditional Sale Agreement will not violate any judgment, order, law or regulation applicable to Lessee nor constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the units of Equipment, pursuant to any indenture, mortgage, deed or trust, bank loan or credit agreement or other agreement or instrument to which the Lessee is a party or by which it may be bound.
6. The the best of counsel's knowledge (after due investigation), there are no actions, suits or proceedings (whether or not purportedly) on behalf of Lessee pending or threatened against or affecting Lessee or any of its property rights, at law or in equity, on or before any regulatory commission or other administrative agency, which could materially and adversely affect the condition, financial or otherwise, of Lessee, as the case may be, and Lessee is not in default with respect to any order or decree of any court or governmental commission, agency or instrumentality.

7. No existing mortgage, deed of trust, or other lien or any security interest of any nature whatsoever which by its terms now covers or affects, or which may hereafter cover or affect, any property or interest of the Lessee in the units of Equipment, now attaches or hereafter by its terms will attach to the units of Equipment or in any manner affect or will affect adversely the rights, title and interests of the Vendee or the Assignee.
8. Certificates of Acceptance, when executed and delivered by the Lessee, will constitute legal, valid and binding obligations of the Lessee enforceable in accordance with their terms.
9. The Lease, the Assignment of Lease and Agreement, and the Conditional Sale Agreement and this Assignment have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act 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 the District of Columbia.

ANNEX C

OPINION OF COUNSEL FOR BUILDER

The opinion of counsel for the Builder shall be addressed to the Vendee and the Assignee, to the effect that:

1. The Builder is a corporation duly incorporated and validly existing and in good standing under the laws of the state of its incorporation and has the power and authority to own its properties and to carry on its business as now conducted.
2. The Conditional Sale Agreement has been duly authorized, executed and delivered by the Builder, and, assuming due authorization, execution and delivery by the other parties thereto, is a legal and valid instrument binding upon the Builder and enforceable against the Builder in accordance with its terms.
3. This Assignment has been duly authorized, executed and delivered by the Builder, and, assuming due authorization, execution and delivery by the Assignee, is a legal and valid instrument binding upon the Builder.
4. At the time of the assignment contemplated in the Assignment, the Assignee is vested with all the rights, title, interest, powers and privileges of the Builder purported to be assigned to it by the Assignment.
5. At the time of the assignment, security title to the units of the Equipment is validly vested in the Assignee and such units of the Equipment, at the time of delivery thereof to Vendee under the Conditional Sale Agreement, were free from all claims, liens, security interests and other encumbrances (other than those created by the Conditional Sale Agreement and the rights of the Lessee under the Lease).