

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. 12650 Filed 1455

DEC 24 1980-11 20 AM

December 18, 1980
File No.: 11446 INTERSTATE COMMERCE COMMISSION

(312) 454-6535
J. S. EDWARDS
DIANE KOHLER-HAUSCH
JOAN A. SCHRAMM
ASSISTANT SECRETARIES

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th & Constitution Ave., N.W.
Washington, D. C. 20423

No. 0-359A260
Date DEC 24 1980
Fee \$ 50.00
ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Repair and Sale Agreement dated July 1, 1980 covering 88 50'6" XM Box Cars NSL Nos. 150051 through 150317, inclusive.

150051-150103 150283-150317

The names and addresses of the parties to the transaction are as follows:

Continental Illinois National Bank and Trust Company of Chicago, 231 S. La Salle Street, Chicago, Illinois 60693 as Owner/Seller, Chicago & North Western Transportation Company, 400 West Madison Street, Chicago, Illinois 60606, as Contractor, and North Western Leasing Company, 400 West Madison Street, Chicago, Illinois 60606, as Purchaser.

Enclosed is our check for \$50.00 to cover your recording fee. Keep one counterpart for your files and return the other counterparts showing your recordation data.

Very truly yours,

J. S. Edwards
Assistant Secretary

Enclosures

- cc: J. A. Barnes
- G. R. Charles - C-321
- R. D. Smith
- F. E. Cunningham, Attn: R. DeWitt
- M. H. Shumate
- R. F. Guenther, Attn: J. James
- D. E. Stockham, Attn: P. J. Brod
- Arthur Anderson & Co.
- Attn: G. Holdren*
- Peter Horne, Vice President
- Continental Illinois National Bank & Trust Company
- J. Robert McMenamin
- Mayer, Brown & Platt

CS/p-66

DEC 24 11 12 AM '80

Vertical handwritten notes on the left margin, including a large scribble and the word "Counterpart" written vertically.

12650
REGISTRATION NO. FILED 1980
DEC 24 1980-11 20 AM
INTERSTATE COMMERCE COMMISSION

REPAIR AND SALE AGREEMENT

Dated as of July 1, 1980

Among

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Owner/Seller

CHICAGO AND NORTH WESTERN TRANSPORTATION
COMPANY, as Contractor

and

NORTH WESTERN LEASING COMPANY,
as Purchaser

REPAIR AND SALE AGREEMENT

THIS AGREEMENT dated as of July 1, 1980 is entered into among CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Owner/Seller ("CINB"), CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, as Contractor (the "Contractor"), and NORTH WESTERN LEASING COMPANY, as Purchaser (the "Purchaser").

W I T N E S S E T H:

WHEREAS, CINB is the assignee of two Conditional Sale Agreements dated as of May 31, 1978 and October 27, 1978, as amended (the "C/S Agreements"), providing for the purchase thereunder by National Railway Utilization Corporation ("NRUC") of a total of 88 70-ton XM boxcars fully described in Exhibit A hereto (the "Equipment");

WHEREAS, various defaults having occurred under the C/S Agreements, NRUC has (i) transferred to CINB all of NRUC's right, title and interest in and to the Equipment, and (ii) agreed to return or cause to be returned all of the Equipment to CINB, all as more fully set forth in a Settlement Agreement dated as of June 30, 1980 (the "Settlement Agreement") between NRUC and CINB, and a bill of sale dated June 30, 1980 from NRUC in favor of CINB (copies of such Settlement Agreement and bill of sale being attached hereto as Exhibit G).

WHEREAS, the Contractor has agreed (i) as CINB's representative, to take custody of Equipment returned to CINB by NRUC, (ii) to hold all of the Equipment so returned in express trust for CINB, and (iii) to repair the Equipment so returned as agreed to in writing between CINB and Contractor, all as more fully set forth in a Letter Agreement dated on or about July 1, 1980 (the "Letter Agreement") between CINB and the Contractor;

WHEREAS, the parties now wish to provide, among other things, for (i) the repair of the Equipment, and (ii) the sale to Purchaser of all such Equipment so repaired, all as more fully hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter set forth, the parties agree as follows:

SECTION 1 REPAIR OF EQUIPMENT.

1.1 Custody of Equipment by Contractor. The Contractor will (i) take custody of all Equipment to be returned to

CINB pursuant to the Settlement Agreement, (ii) hold all such Equipment so returned (herein called "Returned Equipment") in express trust for CINB, and (iii) repair such Equipment in accordance with the provisions of this Agreement. In taking custody of Equipment to be returned to CINB pursuant to the Settlement Agreement, the Contractor may direct such Equipment to be delivered FOT Contractor's freight car repair facility at Clinton, Iowa (herein called "Clinton").

1.2 Initial Inspection and Estimate of Repairs, etc.

The Contractor agrees that forthwith upon receipt of each unit of Returned Equipment, the Contractor will inspect such unit at Clinton and thereupon deliver to CINB a certificate in the form of Exhibit B ("Inspection Certificate") (i) to the effect that the Contractor holds such unit for CINB pursuant to the Letter Agreement, and has inspected such unit of Equipment, and (ii) specifying (x) the estimated costs of repairing such unit of Equipment in accordance with this Agreement, and (y) the new road numbers to be placed on such unit in connection with the sale thereof to Purchaser.

1.3 Repair of Equipment. The Contractor agrees (i) to repair each unit of Returned Equipment, in accordance with the specifications set forth in Exhibit C ("Specifications") and using billing prices prescribed by the AAR billing practices, (ii) to number and mark each unit of Equipment with the road number(s) specified with respect thereto in the related Inspection Certificate, (iii) to partially repaint each unit of Equipment in accordance with directions furnished by Purchaser, (iv) to cause each unit of Equipment to be plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon such unit of Equipment in letters not less than one inch in height with the words "Subject to a Security Agreement Filed Under Section 11303 of the Interstate Commerce Act", and (v) upon directions from CINB, to deliver such unit to Purchaser, as and when so repaired, painted and marked, all as provided in Section 2.2 hereof. The repair, painting and marking of Equipment hereunder is herein sometimes collectively called the "repair" or "repairing" of Equipment. The Contractor shall not be obligated to inspect or repair any unit of Equipment which is not received by the Contractor at Clinton on or before June 1, 1981 (or such later date agreed to in writing between CINB, Contractor and the Purchaser). Pursuant to Section 1.7, CINB shall pay the costs of transporting the Equipment to Clinton and of repairing the Equipment, it being understood, however, that there shall be no charge for any renumbering or marking or repainting pursuant to clauses (ii), (iii), or (iv) above.

1.4 Unrepairable Equipment; Cessation of Repairs.

Notwithstanding any provision of this Agreement to the contrary, (a) the Contractor shall not be obligated to repair (nor shall CINB be obligated to sell) any unit of Equipment (i) which is not received by the Contractor at Clinton on or before June 1, 1981 (or such later date agreed to in writing between CINB, Contractor and the Purchaser), or (ii) as to which the estimated costs of repairing such unit of Equipment in accordance with this Agreement would in the Contractor's reasonable opinion exceed \$2,000 (it being understood, however, that the Contractor will continue to hold all such Equipment for CINB pending written directions from CINB) and (b) upon written direction from CINB the Contractor will not commence the repair, and/or will cease to continue the repair, of any unit of Returned Equipment which may be specified in such direction from CINB (it being understood that CINB shall be obligated to Contractor for the total cost of all repairs performed by Contractor or its representatives theretofore completed or partially completed with respect to such unit).

1.5 Outside Delivery Date. The Contractor agrees to complete the repairs with respect to each unit of Returned Equipment within 30 days of the Contractor's taking custody at Clinton of such unit.

1.6 Certificate of Completion. Upon completion of the repairs with respect to each unit of Equipment, the Contractor shall execute and deliver to CINB a certificate in the form of Exhibit D ("Completion Certificate") (i) containing a statement to the effect that such unit has been repaired in accordance with this Agreement, (ii) setting forth a description of the repairs made to such unit, and (iii) setting forth the repair costs for such unit, all as more fully provided for in such Certificate.

1.7 Payment for Delivery and Repair of Equipment. CINB agrees to pay the Contractor the repair costs (such costs, excluding the costs of painting and/or marking Equipment, called the "Repair Costs") with respect to each unit of Equipment repaired in accordance with this Agreement; provided, however, that the obligation of CINB to pay any Repair Costs for any unit of Equipment shall be subject to the receipt by CINB of (i) a Completion Certificate signed by the Contractor, and accepted by the Purchaser, and (ii) such other documentation, in form and substance satisfactory to CINB, as CINB shall require. CINB further agrees to pay the Contractor the delivery costs (such costs to include the cost of freight for transporting each unit of Equipment to

Clinton or to any other location CINB directs) with respect to each unit of Equipment tendered to Contractor for inspection. Payment of the Repair Costs and/or delivery costs for each unit of Equipment shall be made to the Contractor by a credit to Contractor's general deposit account (#72-16750) with CINB, and such payment shall be made by CINB concurrently with CINB's receipt of payment of Purchase Price pursuant to Section 2.4.

1.8 Warranty as to Repair. The Contractor warrants to CINB and Purchaser with respect to repairs performed by Contractor or its representative that the design, quality and component parts of the Equipment as repaired in accordance with this Agreement, except for unknown latent and/or inherent design, material and component part defects existing prior to repair by Contractor or its representative, will conform to all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any, and to all standards recommended by the Association of American Railroads reasonably interpreted as being applicable to railroad equipment of the character of the Equipment as so repaired as of the date of this Agreement. The Contractor further warrants to CINB and the Purchaser that the Equipment will be repaired in accordance with the Specifications set forth in Exhibit C and warrants the units of Equipment so repaired by Contractor or its representative will be free from defects in material, workmanship and design under normal use and service except for unknown latent and/or inherent design, material and component part defects existing prior to repair by Contractor or its representative. These warranties are expressly in lieu of all other warranties (other than warranties of the Contractor set forth in Section 1.9 hereof), expressed or implied, and of all other obligations or liabilities on the part of the Contractor except as herein provided, and the Contractor neither assumes nor authorizes any person to assume for it any other liability in connection with the repair of the Equipment and delivery of the repaired Equipment except as aforesaid. The Contractor further agrees that the acceptance by CINB or Purchaser of any unit of Equipment repaired hereunder shall not be deemed a waiver by CINB or Purchaser of any of its rights under this Section.

1.9 Warranty as to Title. The Contractor warrants to CINB and Purchaser that upon completion of the repairs of each unit of Equipment and payment therefor by CINB, such unit will be free and clear of all liens and encumbrances of persons claiming by, through or under the Contractor. The Contractor further warrants that it will pay and discharge any and all claims arising by, through or under the Contractor

which might constitute or become a lien or charge upon such unit unless the Contractor shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of CINB or Purchaser to such unit. The Contractor's obligations under this Section 1.9 shall survive the completion of repairs and sale of the Equipment hereunder.

1.10 Contractor's Indemnity. The Contractor hereby agrees to indemnify and hold CINB and Purchaser and their respective successors, assigns, directors, officers and agents harmless from and against any and all losses, claims, liabilities and expenses which arise out of or relate to the delivery and/or repair of any of the units of Equipment or any testing or other processing of such units of Equipment prior to acceptance by the Purchaser of such units of Equipment (including, without limitation, claims for strict liability in tort).

1.11 Insurance. The Contractor, at its own expense, will at all times while it is holding Equipment or engaged in the repair of Equipment under this Agreement and until all such Equipment shall have been repaired and delivered to Purchaser, cause to be carried and maintained property insurance in respect of the units of Equipment then held by the Contractor, and public liability insurance, all such insurance to be in amounts and to cover risks customarily insured against by railroad companies in respect of similar equipment and in any event comparable to those risks insured against by the Contractor in respect of similar equipment owned, leased or being repaired by it. The insurance policies shall name CINB as an additional insured and proceeds of all such insurance shall be payable to the Contractor and CINB as their respective interests shall appear.

1.12 Risk of Loss. CINB shall bear the risk of loss of units of Equipment in the Contractor's custody, except for loss resulting from the Contractor's negligence or willful misconduct.

1.13 Reservation of Rights to Repair Elsewhere. CINB reserves the right at any time upon notice to the Contractor to have any one or more units of Equipment repaired by a person or entity other than the Contractor, and in such event the Contractor shall, at CINB's direction and expense, deliver such units of Equipment to such person or entity as CINB shall direct (it being understood that CINB shall be obligated as to any repairs theretofore completed by Contractor or its representative with respect to such units).

In the event CINB shall elect to have any of the Equipment repaired by a person or entity other than the Contractor, the Purchaser shall continue to be obligated to purchase such Equipment and the provisions of this Agreement shall be deemed to be modified as if such person or entity were the Contractor except that the cost of delivering each unit of Equipment repaired by a person or entity other than the Contractor to Clinton for inspection shall be paid by CINB and Contractor shall not be obligated to make any warranty either express or implied with respect to units of Equipment so repaired.

SECTION 2 SALE OF EQUIPMENT.

2.1 Sale of Equipment. Upon completion of the repairs with respect to each group ("Group") of units of Equipment (each Group to consist of not less than 10 units of Equipment except for the last group which may consist of less than 10 units), CINB will sell such Group to the Purchaser, and the Purchaser will purchase such Group from CINB and pay the Purchase Price therefore (which shall be \$27,000 per unit of Equipment). CINB shall not be obligated to sell, and Purchaser shall not be obligated to purchase, any unit of Equipment which pursuant to this Agreement has not been delivered to Contractor at Clinton on or before June 1, 1981 (or such later date as shall be agreed to in writing between CINB, the Contractor and the Purchaser).

2.2 Delivery of Equipment to Purchaser. Upon direction from CINB the Contractor will deliver to the Purchaser each Group of units of Equipment as to which repairs have been completed hereunder. Delivery will be at the premises where such units shall have been repaired or at such other location as shall be acceptable to the parties.

2.3 Delivery of Title Documents by CINB; Acceptance. Concurrently with the delivery of each Group pursuant to Section 2.2 hereof and the acceptance thereof by the Purchaser as evidenced by a certificate of acceptance ("Acceptance Certificate") in the form set forth on Exhibit D delivered by the Purchaser to CINB, CINB shall deliver to the Purchaser (i) a limited warranty Bill of Sale in the form of Exhibit E ("Bill of Sale"), against payment of the Purchase Price pursuant to Section 2.4, and (ii) an opinion of counsel to CINB as to the matters set forth in Exhibit F hereto, dated the Closing Date for such Group, and in form satisfactory to Purchaser. Purchaser's execution and delivery of the Certificate of Acceptance shall be conclusive evidence as between Purchaser and CINB that, except for title matters warranted by CINB

pursuant to the Bill of Sale relating to such unit(s), the unit(s) of Equipment described therein are in all respects satisfactory to the Purchaser and conform with the requirements of this Agreement.

2.4 Payment for Equipment by Purchaser. Concurrently with the acceptance of each Group delivered pursuant to Section 2.2 (as evidenced by Purchaser's Acceptance Certificate), Purchaser shall pay CINB the Purchase Price with respect to such Group. Payment of the Purchase Price for each Group shall be made to CINB at its office at 231 South LaSalle Street, Chicago, Illinois 60693 in immediately available funds on the Closing Date relating to such Group.

2.5 Closing Dates for Payment. The term "Closing Date" with respect to any Group shall mean such date (not later than June 30, 1981 or such later date agreed to in writing between CINB and the Purchaser) as shall be fixed by CINB by written notice delivered to the Purchaser at least four (4) business days prior to the Closing Date designated therein.

2.6 Limitation of CINB's Warranties. Purchaser agrees and acknowledges that all units of Equipment will be repaired according to Purchaser's specifications and requirements. Purchaser agrees that CINB MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR OTHERWISE REGARDING THE EQUIPMENT OR ANY UNIT THEREOF, except as to title to the extent set forth in the Bill of Sale.

2.7 Repurchase by CINB. The repurchase by CINB of a unit of Equipment pursuant to the terms of the Bill of Sale shall be known as an "Event of Repurchase" with respect to such unit.

SECTION 3 GENERAL.

3.1 Notices. Any notice to be given by any party hereto to the other shall be in writing and deemed to be properly served if delivered, or addressed and deposited in the United States mails, certified, first-class, postage prepaid, as follows:

If to CINB:

Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693

Attention: Surface Transportation
Division

If to the Contractor: Chicago and North Western
Transportation Company
400 West Madison Street
Chicago, Illinois 60602

Attention: Assistant Vice President -
Finance

If to the Purchaser: North Western Leasing Company
400 West Madison Street
Chicago, Illinois 60602

Attention: Assistant Vice President -
Finance

or delivered or addressed to any party at such other address as such party shall hereafter furnish to the other party in writing.

3.2 Law Governing. This Agreement shall be construed and governed in accordance with the laws of the State of Illinois.

3.3 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

3.4 Successors and Assigns. References to any party herein shall be deemed to include the successors and assigns of such party; provided, however, that no assignment by the Contractor or any assignee thereof shall subject any assignee to, or relieve the Contractor from, any of the obligations of the Contractor hereunder. Each party hereto may conclusively assume that there has been no assignment of the other party's rights under this Agreement unless and until it shall have been notified in writing of any such assignment by such assignor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be dated as of the day and year first above written, but executed as of this 22nd day of December, 1980.

[CORPORATE SEAL]

ATTEST:

M. J. Hatten
Banking Officer

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
Owner/Seller

By [Signature]
Its Vice President

[CORPORATE SEAL]

ATTEST:


Assistant Secretary

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY,
as Contractor

By 
Its SENIOR VICE PRESIDENT
FINANCE & ACCOUNTING

[CORPORATE SEAL]

ATTEST:


Assistant Secretary

NORTH WESTERN LEASING COMPANY,
as Purchaser

By 
Its VICE PRESIDENT-FINANCE AND ACCOUNTING

- EXHIBITS:
- A Description of Equipment
 - B Certificate as to Custody and Inspection
of Equipment, and Estimate of Repairs, etc.
 - C Specifications
 - D Certificate as to Completion of Repairs
and Acceptance of Equipment
 - E Bill of Sale
 - F Opinion of Counsel
 - G NRUC Settlement Agreement and NRUC Bill of Sale.

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 22nd day of December, 1980, before me personally appeared J. M. Butler, to me personally known, who being by me duly sworn, says that he/she is a SENIOR VICE PRESIDENT, FINANCE & ACCOUNTING of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

F. J. Brown
Notary Public

My commission expires: July 21, 1982

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 22nd day of December, 1980, before me personally appeared J. M. Butler, to me personally known, who being by me duly sworn, says that he/she is a VICE PRESIDENT-FINANCE of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

F. J. Brown
Notary Public

My commission expires: July 21, 1982

EXHIBIT A

DESCRIPTION OF THE EQUIPMENT

| <u>TYPE</u> | <u>BUILDER</u> | <u>BUILDER'S SPECIFICATIONS</u> | <u>QUANTITY</u> | <u>ROAD NUMBERS (BOTH INCLUSIVE)</u> |
|--------------------------------|--|---|-----------------|---|
| 70 Ton, 50'6" Class XM Boxcars | Whittaker Corporation (Berwick Forge & Fabricating Division) | 70 ton, 50'6" single sheaved boxcars with outside posts, 10'0" sliding doors, rigid underframe, Class XM, as further described in Builder's Specifications for NRUC, dated November 23, 1977, as amended, Revision B, on January 16, 1978 | 88 | NSL 150051 through 150103 inclusive, and NSL 150283 through 150317 inclusive |

CERTIFICATE AS TO CUSTODY AND INSPECTION
OF EQUIPMENT, AND ESTIMATE OF REPAIRS

_____, 1980

To: Continental Illinois National
Bank and Trust Company of Chicago

Pursuant to Section 1.2 of the Repair and Sale Agreement dated as of July 1, 1980 (the "Agreement") among Continental Illinois National Bank and Trust Company of Chicago, as Owner/Seller ("CINB"), Chicago and North Western Transportation Company, as Contractor ("Contractor"), and North Western Leasing Company, as Purchaser ("Purchaser"), the Contractor hereby certifies to CINB that:

(i) the Contractor holds for CINB each of the units of Equipment described in Schedule I (the "Equipment");

(ii) the Contractor has inspected each such unit of Equipment;

(iii) the aggregate estimated cost of repairing all such units of Equipment in accordance with the Agreement, is \$ _____ as more fully set forth in Schedule I; and

(iv) the new road numbers to be assigned to such units are as set forth in Schedule I.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By _____
Its _____

Dated _____, 19__

SCHEDULE I

DESCRIPTION OF UNITS

| <u>Old</u> <u>Road Numbers</u> | <u>New</u> <u>Road Numbers*/</u> | <u>Estimated Repair Costs</u> |
|-----------------------------------|-------------------------------------|-------------------------------|
|-----------------------------------|-------------------------------------|-------------------------------|

*/ New numbers for all 88 boxcars to be CNW 612700 through 612787, inclusive.

EXHIBIT C

SPECIFICATIONS

Each unit of Equipment shall be repaired so that it shall be in "Interchange Condition" which for purposes hereof shall mean that upon completion of such repairs such unit shall have all appurtenances and safety fixtures necessary for legal and safe operation for its particular use, and otherwise be fit for loading in normal service for its car type and mechanical designation and in condition complying with all applicable laws and regulations, and eligible for use in railroad interchange service, in accordance with the Interchange Rules of the Association of American Railroads and the Safety Standards of the Federal Railway Administration.

CERTIFICATE AS TO COMPLETION OF
REPAIRS AND ACCEPTANCE OF EQUIPMENT

_____, 1980

To: Continental Illinois National
Bank and Trust Company of Chicago

Pursuant to Section 1.6 of the Repair and Sale Agree-
ment dated as of July 1, 1980 (the "Agreement") among
Continental Illinois National Bank and Trust Company of
Chicago, as Owner/Seller ("CINB"), Chicago and North Western
Transportation Company, as Contractor ("Contractor"), and
North Western Leasing Company, as Purchaser ("Purchaser"),
the Contractor hereby certifies that with respect to each
of the units of Equipment described in Schedule I hereto
(the "Equipment"):

(i) each of such units has been repaired in
accordance with the Agreement;

(ii) attached hereto is an invoice of all the
repairs made with respect to such units of Equipment;
and

(iii) the aggregate Repair Cost for all such
units of Equipment is \$_____, as more fully set
forth in the invoice attached hereto.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By _____
Its _____

Dated _____, 19__

ACCEPTANCE CERTIFICATE:

Purchaser hereby certifies to
Seller that Purchaser has inspected,
approved and accepted delivery of, each
of the units of Equipment described in
Schedule I.

NORTH WESTERN LEASING COMPANY

By _____
Its _____

Dated _____, 19__

SCHEDULE I

Old
Road Numbers

New
Road Numbers

Repair Costs

EXHIBIT E

BILL OF SALE

Continental Illinois National Bank and Trust Company of Chicago ("Seller") for good and valuable consideration, receipt of which is hereby acknowledged, hereby assigns, conveys, grants, bargains, sells and transfers to North Western Leasing Company, its successors and assigns ("Purchaser") all of the right, title and interest of the undersigned in and to the units of railroad equipment described in Schedule I attached hereto and forming a part hereof (the "Equipment").

Seller hereby (i) warrants to the Purchaser that on the date hereof (x) the Seller has indefeasible legal title to each unit of Equipment and good and lawful right to sell the same, and (y) indefeasible legal title to each such unit is hereby vested in Purchaser free of all liens, encumbrances and claims of any nature (including, without limitation, any lien, encumbrance or claim by, through or under National Railway Utilization Corporation or any other person, in whole or in part arising prior to, or as a result of events occurring prior to, the date hereof, whether asserted before, on or after the date hereof, but excluding all liens, encumbrances and claims arising solely as a result of events occurring before or after the date hereof by, through or under Chicago and North Western Transportation Company ("CNW"), and further excluding all liens in favor of Seller arising under or pursuant to a Finance Agreement dated as of July 31, 1980 between Seller, Purchaser and CNW and a Security Agreement thereunder and the interest of CNW pursuant to a Lease dated as of July 31, 1980), and (ii) covenants that with respect to each unit of Equipment should said warranty be incorrect (herein called a "Breach") or should any lien, encumbrance or claim (other than those excluded as aforesaid) in whole or in part arising prior to, or as a result of events occurring prior to, the date hereof be asserted at any time after the date hereof (herein called an "Asserted Claim"), Seller will, upon written request of Purchaser, either (a) defend against and/or cure said Breach or Asserted Claim (if any) as the case may be, or (b) at Seller's option upon written notice of election to Purchaser, promptly repurchase such unit of Equipment at a purchase price, equal to \$27,000 minus an amount equal to \$90 times the number of months elapsed since the date hereof to the time of repurchase by Seller, it being expressly understood, however, that prior to performing under the above repurchase provision Seller will reasonably defend in good faith against any

Breach or Asserted Claim (if any) of said warranty hereunder unless Seller determines in good faith that the cost of such defense and the possibility of success and/or the cost of any settlement or cure is likely to result in Seller having to expend an amount exceeding that which is scheduled in the repurchase provision referenced above. If Seller determines it shall not defend, settle for or cure any Breach or Asserted Claim of said warranty, Seller shall give Purchaser written notice if and when Seller so determines it shall not defend, settle for or cure any Breach or Asserted Claim of said warranty and Purchaser shall have the right to take up such defense on its own behalf or for that of Seller and should Purchaser take up such defense or attempt to settle for or cure any Breach or Asserted Claim of said warranty and be successful in such defense or achieve a settlement or cure, Seller shall promptly reimburse Purchaser for any amounts paid, including all reasonable costs and expenses incurred, in achieving such successful defense or achieving such settlement or cure but in no event shall such reimbursement exceed the amount scheduled under the above repurchase provision. If Purchaser is unsuccessful in such defense or attempt to achieve a settlement or cure, Seller shall not be obligated to reimburse Purchaser for any amounts paid, whether as costs and expenses incurred in such defense or attempt to achieve a settlement or cure or otherwise and Seller's obligation shall be limited to the amount scheduled under the above repurchase provision. The amount payable by Seller to Purchaser under the above scheduled repurchase provision shall be reduced by the amount expended by Seller in any defense by Seller or in achieving a settlement or cure, as aforesaid, and by the amount reimbursed by Seller to Purchaser in any defense, settlement or cure by Purchaser, as aforesaid. By its acceptance hereof, Purchaser warrants that concurrently with any such repurchase by Seller, the Purchaser will assign and transfer to Seller all of its interest in the Equipment so repurchased (less any additions, modifications or improvements theretofore made at Purchaser's expense provided removal thereof shall not damage such Equipment) and shall furnish to Seller a duly executed bill of sale, it being understood that Purchaser warrants it will transfer to Seller title to the Equipment so repurchased which shall be at least as good as the title originally transferred to Purchaser by Seller. Purchaser further warrants that Equipment repurchased by Seller hereunder will be in good order and operating condition, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances whatsoever other than any covered by Seller's warranty hereunder, as aforesaid. Seller may pay the repurchase price in cash or apply the amount of such repurchase price toward reduction of any obligations, if any, then owing by Purchaser to Seller, in such order of application

as Seller shall elect. Upon repurchase by Seller of any Equipment, Purchaser agrees that at Seller's expense it will take such action requested by Seller to deliver such Equipment to Seller or such other person as may be designated by Seller.

In no event shall Seller be liable or responsible in any manner for consequential damages of any nature whatsoever (whether arising from lost profits or otherwise) it being understood that Seller's obligations hereunder are limited to the defense and/or curing of title requirements, or Equipment repurchase obligations as aforesaid. Seller shall, however, be responsible for sundry out-of-pocket costs, freight and otherwise, incurred by Purchaser arising out of a repurchase of Equipment by Seller and for the marking and painting costs originally incurred by Purchaser pursuant to a Repair and Sale Agreement dated as of July 1, 1980 and not previously paid for by Seller.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by a duly authorized officer of Seller this _____ day of _____, 1980.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO

By _____
Its _____

ACCEPTED:

NORTH WESTERN LEASING COMPANY

By _____
Its _____

SCHEDULE I

| <u>TYPE</u> | <u>BUILDER</u> | <u>BUILDER'S SPECIFICATIONS</u> | <u>QUANTITY</u> | <u>ROAD NUMBERS (BOTH INCLUSIVE)</u> |
|--------------------------------|--|--|-----------------|--------------------------------------|
| 70 Ton, 50'6" Class XM Boxcars | Whittaker Corporation (Berwick Forge & Fabricating Division) | 70 ton, 50'6" single sheaved boxcars with outside posts, 10'0" sliding doors, rigid underframe, Class XM, as repaired by Chicago and North Western Transportation Company pursuant to a Repair and Sale Agreement dated as of July 1, 1980 | | |

[LETTERHEAD OF CINB COUNSEL]

TO REPAIR AND SALE AGREEMENT

Opinion of Counsel

_____, 1980

North Western Leasing Company
400 West Madison Street
Chicago, Illinois 60646

Re: Repair and Sale Agreement,
dated as of July 1, 1980

Gentlemen:

[Appropriate recitals to be added]

1. Continental Illinois National Bank and Trust Company of Chicago ("CINB") is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.
2. The execution, delivery and performance by CINB of the Repair and Sale Agreement and the documents and transactions contemplated in connection therewith (i) are within the corporate powers of CINB, (ii) have been duly authorized by all necessary action of CINB (and no shareholder action is necessary), and (iii) do not and will not conflict with, result in any violation of, or constitute a default under, any provision of Illinois or United States federal law or of the articles of association or by-laws of CINB or, to the knowledge of such counsel (based solely on a certificate of an officer of CINB), of any agreement or indenture or court or administrative decree or order binding upon or applicable to CINB.

3. The Repair and Sale Agreement and the Bill of Sale thereunder dated _____, 1980 have been duly executed and delivered by CINB and are the legal, valid and binding obligations of CINB enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally.
4. No authorization, approval or consent of any governmental or public body or authority of the United States of America or Illinois is necessary for the execution, delivery and performance by CINB of the Repair and Sale Agreement.

The foregoing opinion is limited to U.S. federal and Illinois law and is based, in part, on representations of an officer or officers of CINB.

EXHIBIT G

SETTLEMENT AGREEMENT
and
NATIONAL RAILWAY UTILIZATION CORPORATION
BILL OF SALE

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") dated as of June 30, 1980 is entered into between NATIONAL RAILWAY UTILIZATION CORPORATION ("NRUC") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("CINB").

WHEREAS, CINB is the assignee of two Conditional Sale Agreements dated as of May 31, 1978, and October 27, 1978, as amended (the "C/S Agreements"), relating to the purchase by NRUC of a total of 88 70-ton XM box cars more fully described therein ("Equipment");

WHEREAS, as security for NRUC's obligations under the C/S Agreements, CINB has a lien on all Equipment and Additional Security (as defined in Article 6 of the C/S Agreements);

WHEREAS, the parties acknowledge that (i) various events of default have occurred and are continuing under the C/S Agreements, (ii) by letter dated May 17, 1980, CINB has demanded payment in full of all outstanding amounts due under the C/S Agreements including costs, expenses and attorneys' fees, and (iii) a Declaration of Default exists under the C/S Agreements and all outstanding amounts under the C/S Agreements are now due and payable;

WHEREAS, the C/S Agreements provide, among other things, that at any time during the continuance of a Declaration of Default, NRUC shall, at its own expense, move or cause to be moved the Equipment to points designated by CINB and deliver the Equipment to CINB at such points;

WHEREAS, (i) Alternative I of the Plan (June 6, 1980 Modification) ("Plan") proposed to the NRUC Lenders' Steering Committee provides, among other things, for the return of equipment to secured lenders so electing Alternative I, and (ii) CINB elected such Alternative I on June 11, 1980, subject to satisfactory documentation; and

WHEREAS, pursuant to Alternative I of the Plan the parties now wish to provide for the assignment and transfer to CINB of all of the Equipment and Additional Security, and for the release of related obligations of NRUC under the C/S Agreements, all subject, however, to the provisions more fully hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. Election of Alternative I. Subject to the provisions of this Agreement, CINB hereby confirms its election on June 11, 1980 of Alternative I of the Plan.

2. Transfer and Return of Equipment to CINB. NRUC hereby assigns, conveys, grants, bargains, sells and transfers to CINB all of the right, title and interest of NRUC in and to the Equipment. NRUC agrees that it will forthwith return or cause to be returned to CINB (or such person designated by CINB) all of the Equipment and that all such Equipment shall be returned to CINB (or such person designated by CINB) in accordance with Exhibit A hereto. Any and all rights of NRUC with respect to the Equipment (whether to purchase or use the same, or otherwise) are hereby terminated.

The Equipment shall be returned without cost to CINB except that CINB shall be responsible for (i) costs incurred since April 1, 1980 with respect to outside storage and/or movement into and out of storage (including, without limitation, switching costs) of such Equipment, provided such costs shall not exceed \$11,000 in the aggregate for all of the Equipment (as more fully described in Exhibit B hereto), (ii) costs incurred since April 1, 1980 with respect to the repair of such Equipment, provided such costs shall not exceed \$3,000 in the aggregate for all of the Equipment (as more fully described in Exhibit B hereto), and (iii) transportation costs from storage, repair and/or capture points to locations or accounts designated by CINB. CINB shall not have any liability or responsibility except for costs described in preceding clauses (i), (ii), and (iii), it being expressly understood that in any event NRUC shall be responsible for all costs incurred prior to April 1, 1980. In no event shall CINB be liable or responsible for any costs related to any property not constituting Equipment under the C/S Agreements. Payment of any costs for which CINB is responsible shall be in such manner as CINB shall determine and shall be subject to an accounting satisfactory to CINB.

With respect to each unit of Equipment NRUC agrees to maintain appropriate insurance covering such unit until such unit shall have been returned to CINB, and NRUC further agrees to pay-over to CINB, forthwith upon receipt by NRUC, the excess of all receipts subsequent to April 1, 1980 pursuant to insurance claims or damage claims over the amount, if any, expended by NRUC for the repair of damage subsequent to April 1, 1980.

3. Delivery of Per Diem Charges and Other Additional Security to CINB. NRUC hereby assigns, conveys, grants, bargains, sells and transfers to CINB all of the right,

title and interest of NRUC in and to the Additional Security. With respect to each unit of Equipment, NRUC agrees to pay-over to CINB, forthwith upon receipt by NRUC (and in any event on July 15, 1980 and October 15, 1980), all collections of Additional Security arising with respect to such unit since April 1, 1980 (and not theretofore paid-over to CINB), reduced by (i) reclaims ("Reclaims") in the ordinary course of business arising from overpayments on such unit to NRUC with respect to prior periods during which such unit shall have been in service, and (ii) a management fee ("Management Fee") of \$3 per day for each day after April 1, 1980 for which such unit shall have been in service.

4. Issuance of Stock. NRUC agrees to use its best efforts to obtain necessary regulatory approval for the issuance to CINB of 13,200 shares of its common stock, plus with respect to delinquent interest under the C/S Agreements, such additional number of shares of such common stock as is provided for in the Plan. Such common stock shall be issued without cost to CINB and shall be on such terms as shall be mutually agreeable between NRUC and CINB but in any event on terms not less favorable to CINB than the terms of issuance of similar common stock with respect to any other Creditor (hereinafter defined) of NRUC.

5. Release by CINB. CINB agrees to promptly execute and deliver to NRUC a release in the form of Exhibit B (herein called "Release") with respect to each unit of Equipment returned to CINB, subject, however, to the fulfillment to the satisfaction of CINB of the following conditions precedent:

(a) Such unit of Equipment shall have been returned to CINB (or such person, if any, designated by CINB pursuant to Exhibit A) fully in accordance with Section 1 and Section 7(d) hereof and shall have been receipted for in writing by CINB (as opposed to the person, if any, designated by CINB pursuant to Exhibit A);

(b) With respect to such unit, CINB shall have received on or before October 15, 1980 an amount equal to the aggregate of all per diem charges for such unit since April 1, 1980, reduced by the applicable Reclaims and Management Fee (if any) provided for in Section 3, in each case accompanied by an accounting satisfactory to CINB; and

(c) The warranties set forth in Section 7 hereof shall be true and correct as of the date of this Agreement (or in the case of Section 7(c), as of the date preceding the date of this Agreement).

In no event shall CINB be obligated to execute any Release with respect to Equipment which is not returned to and receipted for in writing by CINB prior to September 30, 1980 (the "Termination Date"); it being understood, however, that the Termination Date shall not apply with respect to any units of Equipment which are described in Exhibit D as being in service, so long as NRUC shall continue to use its best efforts to return such Equipment to CINB in accordance with Section 2. CINB may in its sole discretion waive any of the conditions set forth in this Section 5.

6. Renegotiation in favor of CINB. NRUC and CINB acknowledge that NRUC and/or its subsidiaries and/or affiliates are parties to a number of leases, conditional sale agreements, security agreements or other agreements (collectively "Finance Agreements") relating to the financing of railroad cars and other equipment. NRUC agrees that to the extent NRUC or any subsidiary or affiliate thereof grants to any lessor, vendor, lender or other creditor (collectively called "Creditors") under any such Finance Agreement, terms relating to the settlement or release of obligations under such Financing Agreement which in the opinion of CINB are more favorable to such Creditor than are the terms of this Agreement with respect to obligations owing to CINB, NRUC will upon request of CINB enter into such amendment to this Agreement as CINB may require so that the terms of this Agreement as so amended shall not be less favorable to CINB than the terms granted to any such other Creditor.

7. Warranties. NRUC warrants to CINB that (a) NRUC has full power and authority to enter into this Agreement, (b) this Agreement is a legal, valid and binding obligation of NRUC, (c) as of the date preceding the date of this Agreement, the Equipment was located at the locations specified in Exhibit D, (d) the Equipment is in good order and repair, free and clear of all liens, security interests, encumbrances and claims (other than claims for storage, movement and repair costs described in Exhibit B), and (e) CINB is herein vested with full title to the Equipment, free and clear of all liens, security interests, encumbrances and claims (other than claims for storage, movement and repair costs described in Exhibit B).

8. No Liability on CINB. CINB shall have no obligation or liability by reason of or arising out of the return of Equipment except for costs described in clauses (i), (ii) and (iii) of Section 2.

9. Holding in Trust. NRUC agrees that until returned to CINB, all Equipment and Additional Security shall be held in express trust for CINB, and shall not be commingled with, and shall be set apart from, property of NRUC. NRUC agrees to mark its books and records to clearly reflect the provisions of this Agreement.

10. Remedies. Except for CINB's obligations under Sections 2 and 5 hereof, nothing herein shall be deemed a waiver or relinquishment by CINB of any right or remedy available to CINB (whether under the C/S Agreements or the Plan at at law or otherwise) and all such rights and remedies are hereby specifically reserved and may be exercised by CINB at any time. NRUC hereby renounces any and all rights under Sections 9-504, 9-505(2) and 9-506 of the Uniform Commercial Code. NRUC agrees that (i) subject to payment or tender of payment of any storage, movement and/or repair costs for which CINB shall be responsible pursuant to clauses (i) and (ii) of Section 2, CINB and/or its agents may at any time enter any of the premises where any of the Equipment may be located and remove such Equipment, and (ii) CINB may, without notice to NRUC, dispose of any or all units of Equipment upon such terms and conditions as CINB shall, in its sole discretion, elect.

11. Further Assurances. NRUC agrees to execute and deliver or cause to be executed and delivered, and do or cause to be done, such further acts and things as CINB may require so that CINB shall at all times be entitled to the benefits hereof. Subject to payment or tender of payment of any storage, movement and/or repair costs as to which CINB shall be responsible pursuant to clauses (i) and (ii) of Section 2, NRUC hereby irrevocably constitutes and appoints Michael J. Altenburger, 231 South LaSalle Street, Chicago, Illinois (or in his place and stead any other person nominated by CINB), its true and lawful attorney in fact for it and in its name, to perform all acts, including the execution of instruments, which may be necessary to accomplish the return to CINB of any Equipment; and NRUC does hereby ratify all that its attorney may lawfully do or cause to be done by virtue hereof.

12. Governing Law; Conflicts; Successors. This Agreement shall be governed by the laws of the State of Illinois, shall control over any conflicts, if any, in the C/S Agreements or the Plan, and shall be binding on the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NATIONAL RAILWAY UTILIZATION CORPORATION

By *David L. ...*
Its *VP*

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By *...*
Its *...*

CONSENTED TO:

PICKENS RAILROAD COMPANY
RAIL FLEET CORPORATION
PENINSULA TERMINAL COMPANY
N R FINANCIAL CORPORATION
N R REALTY CORPORATION
MISSISSIPPIAN RAILWAY, INC.
TRACK I COMPANY

By *...*
Its *VP*

EXHIBIT A

NRUC agrees that it will (i) release the Equipment or cause the Equipment to be released to Chicago Northwestern Transportation Company (which is hereby designated by CINB to take custody of the Equipment for CINB), (ii) forthwith contact Mr. R. A. Janke at telephone: 312-454-6166 or Mr. Thomas Harvey at telephone: 312-454-6125 for directions regarding specific disposition and routing in respect of such release, and (iii) comply with directions as furnished to NRUC by Messrs. Janke or Harvey.

| Storage Location and Car Numbers | Date In | Date Storage Begins | Total Days In | Add'l. Days Needed after Notice | Total Days Charged | Storage Terms | Storage Cost | Movement In | Movement Out | Total Cost |
|-----------------------------------|---------|---------------------|---------------|---------------------------------|--------------------|---|--------------|-------------|--------------|------------|
| Ranger & Aroostock RR | | | | | | | | | | |
| Brownsville Jct., ME | 5/1 | 5/1 | 63 | 0 | 63 | up to 3/25/80, \$75/1st mo., \$166 thereafter | 112.50 | 420 | 128 | \$ 714 |
| NSL 150051 | 3/13 | 4/1 | 93 | 0 | 93 | \$1/day thereafter | 112.50 | - | 128 | 240.50 |
| NSL 150059 | 4/14 | 4/14 | 80 | 0 | 80 | from 3/26/80, \$100/1st mo., \$2/day thereafter | 200 | 420 | 128 | 748 |
| NSL 150067 | 12/17 | 4/1 | 93 | 0 | 93 | | 93 | - | 128 | 221 |
| NSL 150076 | 12/17 | 4/1 | 93 | 0 | 93 | | 93 | - | 128 | 221 |
| NSL 150080 | 12/17 | 4/1 | 93 | 0 | 93 | | 226 | - | 128 | 354 |
| NSL 150290 | 3/31 | 4/1 | 93 | 0 | 93 | | 156 | 420 | 128 | 704 |
| NSL 150294 | 5/6 | 5/6 | 58 | 0 | 58 | | 93 | - | 128 | 221 |
| NSL 150295 | 2/9 | 4/1 | 93 | 0 | 93 | | 93 | - | 128 | 221 |
| NSL 150302 | 12/14 | 4/1 | 93 | 0 | 93 | | 93 | - | 128 | 221 |
| NSL 150308 | 2/8 | 4/1 | 93 | 0 | 93 | | 93 | - | 128 | 221 |
| NSL 150309 | 3/13 | 4/1 | 93 | 0 | 93 | | 112.50 | - | 128 | 240.50 |
| Fonda Johnstown & Gloversville RR | | | | | | | | | | |
| Fonda, NY | 5/4 | 5/4 | 60 | 4 | 64 | \$60/1st 30 days, \$1.50/day thereafter | 111 | 199.36 | 100 | 410.36 |
| NSL 150055 | | | | | | | | | | |
| Spencererville & Elgin RR | | | | | | | | | | |
| Spencererville, OH | 6/16 | 6/16 | 17 | 0 | 17 | \$18.30/month | 18.30 | 9 | 59 | 86.30 |
| NSL 150056 | 6/16 | 6/16 | 17 | 0 | 17 | | 18.30 | 9 | 59 | 86.30 |
| NSL 150285 | 6/11 | 6/11 | 22 | 0 | 22 | | 18.30 | 9 | 59 | 86.30 |
| NSL 150312 | | | | | | | | | | |
| Livonia Avon & Lakeview RR | | | | | | | | | | |
| Lakeville, NY | 5/22 | 5/22 | 42 | 7 | 49 | \$75/1st mo., \$1/day thereafter | 94 | 236.20 | - | 330.20 |
| NSL 150087 | 5/22 | 5/22 | 42 | 7 | 49 | | 94 | 236.20 | - | 330.20 |
| NSL 150097 | | | | | | | | | | |
| Chicago Illinois Midland RR | | | | | | | | | | |
| Taylorville, IL | 4/17 | 4/17 | 4 | 4 | 8 | \$45/month* | 180 | 114.49 | - | 294.49 |
| NSL 150057 | 4/18 | 4/18 | 4 | 4 | 8 | | 180/35 | 114.49 | - | 294.49 |
| NSL 150064 #1 | 3/23 | 4/1 | 21 | 4 | 25 | | 180/35 | - | - | 180 |
| NSL 150072 #1 | 4/11 | 4/11 | 83 | 4 | 87 | | 180/35 | 114.49 | - | 294.49 |
| NSL 150078 #1 | | | | | | | | | | |

* Charge is \$45 per month, regardless of length of time car is in storage in any one month; e.g., a car arrives at the location on April 30 and leaves on May 2 - Storage charges for two months must be assessed (\$90).

180
 6/24/80

OWNER Continental Illinois National Bank
PERIOD 4/1/80 - 7/2/80

| Storage Location and Car Numbers | Date In | Date Storage Begins Accrual | Total Days In | Advt'l. Days Needed after Notice | Total Days Charged | Storage Terms | Storage Cost | Movement In | Movement Out | Total Cost |
|--|---------|-----------------------------|---------------|----------------------------------|--------------------|---|--------------|-------------|--------------|------------|
| CIN (Cont.) NSL 150083 NSL 150084 NSL 150092 NSL 150102 NSL 150306 | 4/11 | 4/11 | 89 | 4 | 82 | \$45/month* | \$ 180/35 | \$ 114.49 | - | \$ 294.49 |
| | 4/10 | 4/10 | 84 | 4 | 80 | | 180/35 | 114.49 | - | 294.49 |
| | 3/19 | 4/1 | 93 | 4 | 89 | | 180/35 | 114.49 | - | 294.49 |
| | 4/10 | 4/10 | 84 | 4 | 80 | | 180/35 | 114.49 | - | 294.49 |
| Virginia & Maryland RR Pocomoke, VA NSL 150088 NSL 150284 NSL 150299 NSL 150305 | 1/7 | 4/1 | 93 | 2 | 95 | \$2.50/day/1st 50 days, \$1/day thereafter | 95 | - | - | 95 |
| | 1/8 | 4/1 | 93 | 2 | 95 | | 95 | - | - | 95 |
| | 4/18 | 4/18 | 76 | 2 | 78 | | 153 | - | - | 153 |
| | 1/2 | 4/1 | 93 | 2 | 95 | | 95 | - | - | 95 |
| Ontario Midland RR Newark, NY NSL 150070 NSL 150093 NSL 150095 NSL 150099 NSL 150288 NSL 150303 | 4/15 | 4/15 | 79 | 7 | 86 | \$75/1st mo., \$1/day thereafter | 131 | 200.48 | - | 331.48 |
| | 4/15 | 4/15 | 79 | 7 | 86 | | 131 | 200.48 | - | 331.48 |
| | 3/29 | 4/1 | 93 | 7 | 100 | | 145 | - | - | 145 |
| | 3/29 | 4/1 | 93 | 7 | 100 | | 145 | - | - | 145 |
| Cooperstown & Charlotte Valley RR Cooperstown Jct., NY NSL 150094 NSL 150314 | 5/13 | 5/13 | 51 | 4 | 55 | \$60/1st 30 days, \$1.50/day thereafter | 97.50 | 222.36 | 100 | 424.86 |
| | 5/13 | 5/13 | 51 | 4 | 55 | | 97.50 | 222.36 | 100 | 424.86 |
| | TOTAL | | | | | | \$4886.90 | \$3615.87 | \$1885 | \$9071.87 |
| | | | | | | | | | | 19072.77 |

* Charge is \$45 per month, regardless of length of time car is in storage in any one month; e.g., a car arrives at the location on April 30 and leaves on May 2 - Storage charges for two months must be assessed (\$90).

EXHIBIT C

RELEASE - SPECIFIED UNITS OF EQUIPMENT

This Release is executed pursuant to that certain Settlement Agreement dated as of June ____, 1980 ("Settlement Agreement") between Continental Illinois National Bank and Trust Company of Chicago ("CINB") and National Railway Utilization Corporation ("NRUC"). Terms used but not otherwise defined herein are used herein as defined in the Settlement Agreement.

With respect to the obligations (whether now or hereafter arising) of NRUC under the C/S Agreements referred to in the Settlement Agreement, CINB hereby releases NRUC from all of such obligations which relate to the units of Equipment described in Schedule I hereto; it being understood, however, that (i) the foregoing release is limited to obligations relating to the units of Equipment described in Schedule I hereto and shall not extend to obligations relating to Equipment not so described in Schedule I, and (ii) nothing herein shall be deemed a release of the provisions of Article 15 of the C/S Agreements with respect to claims based on any action or failure to act resulting in damage to property or injury or death to any person prior to the return of such units of Equipment to CINB to locations designated by CINB, and such provisions shall continue in full force and effect with respect to such claims.

CINB and NRUC hereby acknowledge that the C/S Agreements have terminated with respect to the units of Equipment described in Schedule I.

This Release shall be effective upon execution by CINB and NRUC.

Dated this _____ day of _____, 1980.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: _____
Its _____

NATIONAL RAILWAY UTILIZATION
CORPORATION

By: _____
Its _____

SCHEDULE I
TO
RELEASE

[DESCRIPTION OF EQUIPMENT TO BE COMPLETED]

Continental Illinois

NR485R

CURRENT CAR LOCATION

NR

CONT 3178

213

88 CARS

6/30/80

NSL 150051-150103 NSL 150283-150317

CAR NUMBER RR CITY..... ST LE YR-MO-DA SPLC#

IN SERVICE

| | | | | | | |
|------------|-----|----------------|----|---|----------|--------|
| NSL 150054 | DE | BINGHAMTON | NY | L | 80-04-11 | 187250 |
| NSL 150063 | MKT | MECHANICVILLE | NY | L | 80-06-22 | 171760 |
| NSL 150064 | MKT | ST LOUIS TERRA | MO | E | 80-06-24 | 567500 |
| NSL 150072 | MKT | ST LOUIS TERRA | MO | E | 80-06-24 | 567500 |
| NSL 150073 | SP | HOUSTON | TX | L | 80-03-19 | 604800 |
| NSL 150075 | NDM | | | L | 80-02-28 | 000000 |
| NSL 150078 | MKT | ST LOUIS TERRA | MO | E | 80-06-24 | 567500 |
| NSL 150080 | NDM | | | L | 80-02-14 | 000000 |
| NSL 150083 | MKT | ST LOUIS TERRA | MO | E | 80-06-24 | 567500 |
| NSL 150084 | MKT | ST LOUIS TERRA | MO | E | 80-06-24 | 567500 |
| NSL 150086 | NDM | | | L | 80-01-27 | 000000 |
| NSL 150100 | NDM | | | L | 80-03-29 | 000000 |
| NSL 150101 | FCP | | | L | 80-04-11 | 000000 |
| NSL 150102 | MKT | ST LOUIS TERRA | MO | E | 80-06-24 | 567500 |
| NSL 150286 | CR | SPRINGFIELD | MA | L | 80-06-23 | 148250 |
| NSL 150289 | CR | ENCLA | PA | L | 80-06-23 | 206710 |
| NSL 150296 | FCP | | | L | 80-01-12 | 000000 |
| NSL 150297 | NDM | LAREDO | TX | L | 80-05-15 | 699380 |
| NSL 150300 | CHP | PRESIDIO | TX | L | 80-06-10 | 697670 |
| NSL 150306 | MKT | ST LOUIS TERRA | MO | E | 80-06-24 | 567500 |
| NSL 150316 | SP | EL PASO | TX | L | 80-06-26 | 696900 |
| 21 CARS | | | | | | |

OUT OF SERVICE

| | | | | | | |
|------------|------|---------------|----|---|----------|--------|
| NSL 150051 | BAR | BROWNVILLE JC | ME | E | 80-05-01 | 114807 |
| NSL 150052 | SLAW | NORWOOD | NY | E | 79-12-06 | 170592 |
| NSL 150053 | SLAW | NORWOOD | NY | E | 79-12-12 | 170592 |
| NSL 150055 | FJC | FONDA | NY | E | 80-05-24 | 172533 |
| NSL 150056 | SPEG | LIMA | OH | E | 80-06-16 | 346740 |
| NSL 150057 | CIM | TAYLORVILLE | IL | E | 80-04-17 | 392740 |
| NSL 150058 | FO | BUFFALO | NY | E | 79-12-24 | 185420 |
| NSL 150059 | BAR | BROWNVILLE JC | ME | E | 80-03-13 | 114807 |
| NSL 150060 | SLAW | NORWOOD | NY | E | 79-11-28 | 170592 |
| NSL 150061 | NSL | | | E | 79-11-23 | 000000 |
| NSL 150062 | SLAW | NORWOOD | NY | E | 79-11-29 | 170592 |
| NSL 150065 | SLAW | NORWOOD | NY | E | 79-12-13 | 170592 |
| NSL 150066 | SLAW | NORWOOD | NY | E | 79-11-26 | 170592 |
| NSL 150067 | BAR | BROWNVILLE JC | ME | E | 80-04-14 | 114807 |
| NSL 150068 | SLAW | NORWOOD | NY | E | 79-11-29 | 170592 |
| NSL 150069 | SLAW | NORWOOD | NY | E | 80-05-21 | 172592 |
| NSL 150070 | OMID | NEWARK | NY | L | 80-04-15 | 183178 |
| NSL 150071 | SLAW | NORWOOD | NY | E | 79-11-16 | 170592 |
| NSL 150074 | SLAW | NORWOOD | NY | E | 79-12-12 | 170592 |
| NSL 150076 | BAR | BROWNVILLE JC | ME | E | 79-12-17 | 114807 |
| NSL 150077 | SLAW | NORWOOD | NY | E | 80-01-26 | 170592 |
| NSL 150078 | NW | CLEARING | IL | L | 79-12-24 | 382433 |
| NSL 150080 | BAR | BROWNVILLE JC | ME | E | 79-12-17 | 114807 |
| NSL 150081 | SLAW | NORWOOD | NY | E | 80-03-11 | 170592 |
| NSL 150086 | NSL | | | E | 79-12-15 | 000000 |

NR485R

CURRENT CAR LOCATION

NR

CONT 3178

214

88 CARS

6/30/80

NSL 150251-150103 NSL 150283-150317

| CAR NUMBER | RR | CITY..... | ST | LE | YR-MO-DA | SPLC# |
|------------|------|---------------|----|----|----------|--------|
| NSL 150287 | LAI | LIVONIA | NY | E | 80-05-22 | 184534 |
| NSL 150288 | VAMD | PCCOMOKE | MD | E | 80-01-07 | 238670 |
| NSL 150290 | SLAW | NORWOOD | NY | E | 79-12-31 | 170592 |
| NSL 150291 | NSL | | | E | 79-11-24 | 000000 |
| NSL 150292 | CIM | TAYLORVILLE | IL | E | 80-03-19 | 392740 |
| NSL 150293 | OMID | NEWARK | NY | L | 80-04-15 | 183178 |
| NSL 150294 | CACV | COOPERSTOWN | NY | E | 80-05-13 | 173742 |
| NSL 150295 | OMID | NEWARK | NY | L | 80-03-29 | 183178 |
| NSL 150296 | SLAW | NORWOOD | NY | E | 80-04-25 | 170592 |
| NSL 150297 | LAI | LIVONIA | NY | E | 80-05-22 | 184534 |
| NSL 150298 | SLAW | NORWOOD | NY | E | 80-04-23 | 170592 |
| NSL 150299 | OMID | NEWARK | NY | L | 80-03-29 | 183178 |
| NSL 150103 | NSL | | | E | 80-01-20 | 000000 |
| NSL 150283 | SLAW | NORWOOD | NY | E | 80-01-26 | 170592 |
| NSL 150284 | VAMD | PCCOMOKE | MD | E | 80-01-08 | 238670 |
| NSL 150285 | SPEG | LIMA | OH | E | 80-06-16 | 346740 |
| NSL 150287 | SLAW | NORWOOD | NY | E | 79-12-01 | 170592 |
| NSL 150288 | OMID | NEWARK | NY | L | 80-03-29 | 183178 |
| NSL 150290 | BAR | BROWNVILLE JC | ME | E | 80-02-29 | 114807 |
| NSL 150291 | SLAW | NORWOOD | NY | E | 79-11-25 | 170592 |
| NSL 150293 | SLAW | NORWOOD | NY | E | 79-11-08 | 170592 |
| NSL 150294 | BAR | BROWNVILLE JC | ME | E | 80-05-06 | 114807 |
| NSL 150295 | BAR | BROWNVILLE JC | ME | E | 80-02-09 | 114807 |
| NSL 150298 | NSL | | | E | 80-02-05 | 000000 |
| NSL 150299 | VAMD | PCCOMOKE | MD | E | 80-04-18 | 238670 |
| NSL 150301 | SLAW | NORWOOD | NY | E | 79-12-13 | 170592 |
| NSL 150302 | BAR | BROWNVILLE JC | ME | E | 79-12-14 | 114807 |
| NSL 150303 | OMID | NEWARK | NY | L | 80-03-29 | 183178 |
| NSL 150304 | SLAW | NORWOOD | NY | E | 79-10-28 | 170592 |
| NSL 150305 | VAMD | PCCOMOKE | MD | E | 80-01-02 | 238670 |
| NSL 150307 | NSL | | | E | 80-02-15 | 000000 |
| NSL 150308 | BAR | BROWNVILLE JC | ME | E | 80-02-08 | 114807 |
| NSL 150309 | BAR | BROWNVILLE JC | ME | E | 80-03-13 | 114807 |
| NSL 150310 | NSL | | | E | 79-10-30 | 000000 |
| NSL 150311 | SLAW | NORWOOD | NY | E | 79-11-11 | 170592 |
| NSL 150312 | SPEG | LIMA | OH | E | 80-06-11 | 346740 |
| NSL 150313 | SLAW | NORWOOD | NY | E | 79-11-21 | 170592 |
| NSL 150314 | CACV | COOPERSTOWN | NY | E | 80-05-13 | 173742 |
| NSL 150315 | CR | MARION | OH | E | 79-09-30 | 348540 |
| NSL 150317 | CR | MARION | OH | E | 79-09-30 | 348540 |

67 55 CARS

88 2 CARS IN CONT 3178

NSL 150085 SLAW NORWOOD NY E 80-01-08

NSL 150292 SLAW NORWOOD NY E 80-01-08

BILL OF SALE

The undersigned for good and valuable consideration, receipt of which is hereby acknowledged, hereby assigns, conveys, grants, bargains, sells and transfers to Continental Illinois National Bank and Trust Company of Chicago, its successors and assigns ("CINB") all of the right, title and interest of the undersigned in and to the units of railroad equipment described in Exhibit A attached hereto and forming a part hereof (the "Equipment").

The undersigned hereby warrants to CINB and its respective successors and assigns that (i) the undersigned has not heretofore assigned, conveyed, granted, bargained, sold or transferred any of the Equipment or any interest therein (except in favor of CINB as assignee), (ii) the Equipment is free and clear of all claims, liens, security interests and other encumbrances of every description (except those in favor of, or granted by, CINB), and (iii) the undersigned has good and lawful right to execute this Bill of Sale.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed in its name by an authorized officer of the undersigned this 30th day of June, 1980.

NATIONAL RAILWAY UTILIZATION
CORPORATION

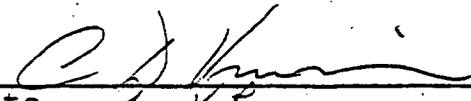
By 
Its VP

EXHIBIT A

| <u>TYPE</u> | <u>BUILDER</u> | <u>BUILDER'S SPECIFICATIONS</u> | <u>QUANTITY</u> | <u>ROAD NUMBERS (BOTH INCLUSIVE)</u> |
|--------------------------------|--|---|-----------------|---|
| 70 Ton, 50'6" Class XM Boxcars | Whittaker Corporation (Berwick Forge & Fabricating Division) | 70 ton, 50'6" single sheaved boxcars with outside posts, 10'0" sliding doors, rigid underframe, Class XM, as further described in Builder's Specifications for Vendee, dated November 23, 1977, as amended, Revision B, on January 16, 1978 | 88 | NSL 150051 through 150103 inclusive, and NSL 150283 through 150317 inclusive |