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NEW NO.

LAW OFFICES
ALVORD AND ALVORD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE
MILTON C. GRACE*
GEORGE JOHN KETO**
RICHARD N. BAGENSTOS

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

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OF COUNSEL
JESS LARSON
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* NOT A MEMBER OF D.C. BAR
** ALSO A MEMBER OF OHIO BAR

RECORDATION NO. 12701 Filed 1426

December 31, 1980

~~0-366A034~~

DEC 31 1980 - 11 50 PM

INTERSTATE COMMERCE COMMISSION
Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No.
Date. DEC 31 1980
Fee \$ 50.00
ICC Washington, D. C.

~~0-366A034~~

Dear Madam:

Enclosed for recordation under the provisions of 49 U.S.C. §11303(a) are original and five counterparts of a Collateral Assignment dated as of December 31, 1980.

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

ASSIGNOR: Unitrain, Inc.
666 Grand Avenue
P.O. Box 657
Des Moines, Iowa 50303

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

DEC 31 11 43 AM '80
DOCKET FILES
BRANCH

A general description of the railroad equipment covered by the enclosed document is set forth in Schedule I attached to this letter and made a part hereof.

The undersigned is agent for the Assignee for the purpose of recording the enclosed document and has knowledge of the matters set forth therein.

Please return the counterparts of the Collateral Assignment not needed for recordation purposes to Cary J. Malkin, Esq.,

Cary J. Malkin

Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
December 31, 1980
Page Two

Mayer, Brown & Platt, 231 South LaSalle Street, Chicago, Illinois
60604 or to the bearer hereof.

Also enclosed is a check in the amount of \$50.00 payable
to the order of the Interstate Commerce Commission covering the
required recordation fee.

Very truly yours,

ALVORD AND ALVORD
Agent for Assignee

By Charles T. Kappler
Charles T. Kappler

SCHEDULE I
TO COLLATERAL ASSIGNMENT

DESCRIPTION OF LEASES AND EQUIPMENT

<u>Type of Lease and Equipment</u>	<u>Quantity</u>	<u>Identification Numbers</u>
A. OGSX Lease, dated April 15, 1980, between the Assignor, as lessor, and the Lessee coalveyor unit train coal cars AAR Mechanical Designation: G292	367	OGSX 1 through 367, both inclusive
B. UNSX Lease, dated June 20, 1980, between the Assignor, as lessor, and the Lessee coalveyor unit train cars AAR Mechanical Designation: G292	138	UNSX 400 through 537, both inclusive

DEC 31 1980 11 50 AM

INTERSTATE COMMERCE COMMISSION

COLLATERAL ASSIGNMENT, dated as of December 31, 1980 (herein, as from time to time hereafter amended, called "Collateral Assignment"), by and between UNITRAIN, INC., an Iowa corporation (herein called "Assignor"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (herein called "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee have entered into a Term Loan Agreement, dated as of the date hereof (herein, as from time to time thereafter amended, the "Loan Agreement"); and

WHEREAS, the Assignor and IOWA POWER AND LIGHT COMPANY, an Iowa corporation (herein called "Lessee"), have entered into two Leases, one dated April 15, 1980 and the other dated June 20, 1980 (herein, as more fully described in Schedule I hereto and as from time to time thereafter amended, individually called a "Lease" and collectively called the "Leases") covering the Assignor's undivided ownership interest as a tenant in common in the Equipment described in Schedule I hereto (herein called the "Equipment"); and

WHEREAS, in order to provide security for obligations of the Assignor under the Loan Agreement, the Assignor has agreed to assign for security purposes its rights in, to and under the Leases to the Assignee; and

WHEREAS, the execution, delivery and performance of this Collateral Assignment has been duly authorized by the Assignor;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and sets over unto the Assignee as collateral security for the payment and performance of the Assignor's obligations under the Loan Agreement and the note issued pursuant thereto by the Assignor, all the Assignor's rights, titles and interests as lessor under the Leases, including, without limitation, all rights of Assignor in and to the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Assignor from the Lessee under or pursuant to the provisions of the Leases, whether as rent, casualty payment, indemnity, liquidated damages or otherwise, and whether or not earned by performance (such moneys being hereinafter called the "Payments"), and the

right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in either of the Leases, and to do any and all other things whatsoever which the Assignor, as lessor under the Leases, is or may become entitled to do under the Leases. In furtherance of the foregoing assignment, the Assignor hereby irrevocably authorizes and empowers the Assignee in its own name, or the name of its nominee, or in the name of the Assignor or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Assignor is or may become entitled under the Leases, and to enforce compliance by the Lessee with all the terms and provisions thereof. It is understood that this Collateral Assignment grants the Assignee the right, but not the obligation, to collect all of the sums to which the Assignor is or may become entitled under the Leases.

2. This Collateral Assignment is executed only as security and, therefore, the execution and delivery of this Collateral Assignment shall not subject the Assignee (whether before or after the occurrence of an Event of Default under the Loan Agreement) to, or transfer, or pass, or in any way affect or modify the liability of the Assignor (whether before or after the occurrence of an Event of Default under the Loan Agreement) under, the Leases, it being understood and agreed that notwithstanding this Collateral Assignment or any subsequent assignment, all obligations of the Assignor to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Assignor or persons other than the Assignee.

3. To protect the security afforded by this Collateral Assignment, the Assignor agrees as follows:

(a) The Assignor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Leases provide are to be performed by the Assignor; without the written consent of the Assignee, the Assignor will not anticipate the rents under the Leases or waive, excuse, condone, forgive or in any manner release or discharge the Lessee of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, without limitation, the obligation to pay the rents in the manner and at the times and places specified therein; and, without the written consent of the Assignee, the Assignor will not enter into any agreement amending, modifying or terminating either Lease, and the Assignor agrees that any amendment, modification or termination thereof without consent of the Assignee shall be void.

(b) At the Assignor's sole cost and expense, the Assignor will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of the Assignor under the Leases.

(c) Should the Assignor fail to make any payment or to do any act which this Collateral Assignment requires the Assignor to make or do, then the Assignee, but without obligations so to do, after first making written demand upon the Assignor and affording the Assignor a reasonable period of time within which to make such payment or do such act, but without releasing the Assignor from any obligation hereunder, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor contained in the Leases; and in exercising any such powers, the Assignee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Assignor will reimburse the Assignee for such costs, expenses and fees with interest at 16% per annum.

4. The Assignor does hereby appoint the Assignee as the Assignor's true and lawful attorney, irrevocably, with full power (in the name of the Assignor, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Leases to which the Assignor is or may become entitled, to enforce compliance by the Lessee all the terms and provisions of the Leases, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Assignee may seem to be necessary or advisable in the premises.

5. The Assignor represents and warrants that (a) the execution and delivery by the Assignor of the Leases, this Collateral Assignment, the Loan Agreement and the note issued thereunder have each been duly authorized, and the Leases, this Collateral Assignment, the Loan Agreement and the note issued thereunder are and will remain the valid and binding obligations of the Assignor enforceable in accordance with their terms, (b) the Assignor has not executed any other assignment of the Leases and the Assignee's right to receive all Payments under the Leases is and will continue to be free and clear of any

and all liens, agreements, security interests or other encumbrances except those created by the Assignee, (c) notwithstanding this Collateral Assignment, the Assignor will conform and comply with each and all of the covenants and conditions in the Leases and the Loan Agreement set forth to be complied with by it, (d) to the knowledge of the Assignor, it has performed all obligations on its part to be performed under the Leases on or prior to the date hereof and (e) the Leases are in full force and effect and have not been canceled and to the knowledge of the Assignor there has not occurred on or prior to the date hereof any event of default under any Lease or any Event of Default under the Loan Agreement.

6. If an Event of Default under the Loan Agreement shall occur and be continuing (but subject to the rights of the Lessee if no event of default under any of the Leases has occurred and is continuing), the Assignee may exercise any rights or remedies which are available to it by statute, at law or in equity. The taking of any action permitted as aforesaid shall not cure or waive any Event of Default under the Loan Agreement or waive, modify or affect any default hereunder or under any Lease or invalidate any act done hereunder. The remedies herein set forth or referred to shall be cumulative and in addition to every other remedy conferred upon Assignee by any other agreement or otherwise. No failure or delay on the part of Assignee in the exercise of any right or remedy hereunder or under any other agreement or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

7. The Assignor covenants and agrees with the Assignee that in any suit, proceeding or action brought by the Assignee, as assignee of the Assignor's right, title and interest under any Lease, for any installment of, or interest on, any rental or other sum owing thereunder, or to enforce any provisions of such Lease, the Assignor will save, indemnify and keep the Assignee harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Lessee, or its successors, arising out of a breach by the Assignor of any obligation under such Lease or arising out of any other indebtedness or liability at any time owing to the Lessee, or its successors, from the Assignor. Any and all such obligations of the Assignor shall be and remain enforceable against and only against the Assignor and shall not be enforceable against the Assignee or any parties in whom any of the rights of the Assignor under the Lease shall vest by reason of successive assignments or transfers. All of the indemnities and agreements of the Assignor contained in this Section 7 shall survive and continue in full force and effect notwithstanding termination hereof or the Loan Agreement

or of any Lease or of any or all of the Equipment thereunder with respect to matters arising prior to or in connection with the termination hereof.

8. The Assignor will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will refile, re-register, re-record, or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Assignee in order to confirm or further assure the interests of the Assignee hereunder.

9. The Assignee may assign all or any of the rights assigned to it hereby or arising under any Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder. The Assignee agrees to give written notice to Assignor of any such assignment.

10. This Collateral Assignment shall be governed by the internal laws of the State of Illinois, but the parties shall be entitled to all rights conferred by Section 11303 of the Interstate Commerce Act.

11. All notices in connection herewith and all payments hereunder shall be promptly delivered or made as follows: (i) if to the Assignee, at 231 South LaSalle Street, Chicago, Illinois 60693; (ii) if to the Assignor, at 666 Grand Avenue, Des Moines, Iowa 50303; or (iii) if to either party, at such other address as it may, by written notice to the other, designate as its address for purposes of notice hereunder.

12. The Assignor will promptly cause this Collateral Assignment to be filed and recorded in accordance with Section 11303 of the Interstate Commerce Act.

13. If the Assignor shall observe, keep and perform all of the terms and conditions, covenants and agreements herein and in the Loan Agreement and the Note (as defined in the Loan Agreement) contained, then this Collateral Assignment shall cease and become null and void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment to be duly executed as of the date first above written.

UNITRAIN, INC., as Assignor

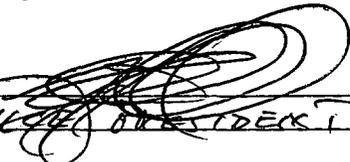
By 
Its Vice President + Treasurer

Attest:

 Secretary


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

[CORPORATE SEAL]

By 
Its VICE PRESIDENT

Attest:


Its BANKING OFFICER

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 30th day of December, 1980, before me personally appeared P. D. Ehm, to me personally known, who, being by me duly sworn, says that he is a VP and Treas. of UNITRAIN, INC., that said instrument was signed 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.

Kathryn A. Hermolec
Notary Public

[NOTARIAL SEAL]

My Commission Expires: **My Commission Expires December 28th, 1982**

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 30th day of December, 1980, before me personally appeared John C. Dell, to be personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Kathryn A. Hermolec
Notary Public

[NOTARIAL SEAL]

My Commission Expires: **My Commission Expires December 28th, 1982**

SCHEDULE I
TO COLLATERAL ASSIGNMENT

DESCRIPTION OF LEASES AND EQUIPMENT

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