

CHICAGO AND



TRANSPORTATION COMPANY

(312) 559-6067

July 24, 1989

VIA MESSENGER

Ms. Noreta McGee, Secretary  
Interstate Commerce Commission  
12th St. & Constitution Avenue, N.W.  
Washington, D.C. 20423

9-206A013

Re: Assignment and Assumption Agreement dated as of July 14, 1989 among LaSalle National Bank, Continental Bank N.A. and Continental Bank, N.A., as Agent modifying Finance Agreement dated as of February 1, 1981 between LaSalle National Bank, Chicago and North Western Transportation Company and North Western Leasing Company bearing ICC Recordation Nos. (Security Agreement dated February 1, 1981 No. 13012) Consent Agreement dated February 1, 1981 No. 13012-A Release No. 13012-B

RECORDATION NO

13012-C

FILED 1409

JUL 25 1989 - 10 40 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation are two originals of the above-referenced Assignment and Assumption Agreement dated as of July 14, 1989.

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

Chicago and North Western Transportation Company  
165 North Canal Street  
One Northwestern Center  
Chicago, Illinois 60606

and

North Western Leasing Company  
165 North Canal Street  
Chicago, Illinois, Illinois

and

LaSalle National Bank  
Room 218  
135 South LaSalle Street  
Chicago, Illinois 60603

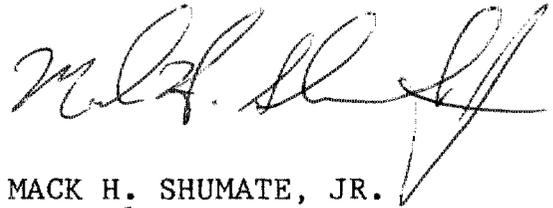
*Counterparts - 2 Books*

JUL 25 10 57 AM '89  
FOTLOW OVER THE NIGHT

Ms. Noreta Mcgee  
July 24, 1989  
Page 2

Enclosed is our check for \$13.00 to cover applicable recording fees. Please assign a sequential recordation number and retain one original for Interstate Commerce Commission files and return the remaining counterpart showing applicable recordation information to me as soon as practicable.

Sincerely,

A handwritten signature in black ink, appearing to read "Mack H. Shumate, Jr.", with a large, stylized flourish at the end.

MACK H. SHUMATE, JR.  
General Attorney

MHS/fpd  
Enclosures

REGISTRATION NO. 13012-C  
FILED 1989

ouser/17wjfh/1JFH253028/3/1071889

ORIGINAL

JUL 25 1989 - 10 40 AM  
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of July 14, 1989, by and among LaSalle National Bank (the "Assignor"), Continental Bank N.A. (the "Assignee") and Continental Bank N.A. (formerly known as Continental Illinois National Bank and Trust Company of Chicago) in its hereinafter described capacity as Agent (the "Agent"),

WITNESSETH THAT:

WHEREAS, Chicago and North Western Transportation Company (the "Railroad"), North Western Leasing Company ("NWL"), North Western Locomotive Company ("PNL") (PNL and NWL being hereinafter collectively referred to as the "Subsidiaries" and individually as a "Subsidiary"), Continental Illinois National Bank and Trust Company of Chicago (now known as Continental Bank N.A.), as the therein described Agent, and the banks, including, without limitation, the Assignor and the Assignee, named in Exhibit 1 thereto (the "Banks") entered into that certain Finance Agreement, dated as of February 1, 1981 (together with all exhibits, schedules and attachments thereto, as amended to and through the date hereof, the "Credit Agreement"), pursuant to which the Assignor obligated itself under the Credit Agreement up to a maximum amount of Two Million Dollars (\$2,000,000) (the "Commitment") to pay to the Agent an amount (each a "Participation") equal to its proportionate share of the advances to be made by the Agent (each an "Advance") on certain dates, which Participations were each evidenced by a certificate of interest (each a "Certificate") of the Assignor executed and delivered by the Agent to the Assignor upon payment by the Assignor to the Agent of its Participation in an Advance and the making of such Advance (all as more fully set forth in the Credit Agreement); and

WHEREAS, the Commitment expired on January 31, 1982; and

WHEREAS, on the date hereof, the Assignor has Participations in an aggregate outstanding principal amount of One Hundred Ten Thousand Fifty One Dollars and Eight Cents (\$110,051.08), maturing as set forth in the Credit Agreement and certain other documents executed in connection therewith and bearing interest at the rates set forth in the Credit Agreement and certain other documents executed in connection therewith, the applicable borrowing notices and the applicable rate selection notices, if any; and

WHEREAS, as of the Effective Date (as hereinafter defined) the Assignor desires to sell, assign, transfer and set over to the Assignee and the Assignee desires to purchase and assume from the Assignor, without recourse, all of the Assignor's rights in, benefits arising under, title to and interest in and all of the Assignor's obligations arising on and after the Effective Date under or in connection with, the Credit Agreement, all related collateral and other documents and the Participations owned by the Assignor on the Effective Date, together with all collateral security therefor; and

WHEREAS, it is the intention of the Assignor and the Assignee that as of the Effective Date the Assignee will (1) enjoy and be entitled to all the Assignor's rights in, benefits arising under, title to, and interests in, (2) possess the same rights and benefits as the Assignor possessed in connection with, and (3) be subject to the Assignor's obligations arising on and after the Effective Date under or in connection with, the

Credit Agreement, all related collateral and other documents and the Participations owned by the Assignor on the Effective Date and any other related loan document, including, without limitation, any agreement providing security for or guaranteeing the Participations sold, assigned, transferred and set over pursuant hereto, together with all collateral security therefor, all as if the Assignee were an original signatory and party thereto in the place and stead of the Assignor on and after the Effective Date,

NOW, THEREFORE, the Assignor, the Assignee and the Agent (collectively, the "Parties" and individually, a "Party") agree as follows:

1. The Parties acknowledge and agree that the foregoing recitals are an integral part of this Agreement and hereby incorporate them herein and make them a part of this Agreement.

2. All capitalized terms and phrases not otherwise defined herein are used herein as defined in the Credit Agreement.

3. Subject to the terms and conditions set forth herein and effective on the Effective Date, the Assignor hereby sells, assigns, transfers and sets over to the Assignee and the Assignee hereby purchases and assumes from the Assignor, without recourse, all of the Assignor's rights in, benefits arising under, title to, interests in and obligations arising on and after the Effective Date under or in connection with (a) the Participations and the Commitment, (b) the Credit Agreement, (c) the Certificates, (d) the Notes, (e) the Advances and (f) all other related documents, including, without limitation, all Conditional Sale Agreements, Assignments, Leases, Security Agreements, and all other agreements, instruments or documents providing, directly or indirectly, security for or guaranteeing the Participations and/or the Advances (the "Collateral Documents"), together with all collateral security therefor (the "Collateral") (all of the Assignor's rights in, benefits arising under, title to, interests in and obligations arising on and after the Effective Date under or in connection with the Participations, the Commitment, the Credit Agreement, the Certificates, the Notes, the Advances, the Collateral Documents and the Collateral are hereinafter collectively referred to as the "Assigned Property"), all as if the Assignee were and the Assignee shall be deemed to be the original signatory and party thereto in the place and stead of the Assignor on and after the Effective Date. The Credit Agreement, the Certificates, the Notes and the Collateral Documents are hereinafter referred to as the "Assigned Loan Documents".

4. As additional consideration for the sale, assignment, transfer and setting over described in Section 3 hereof, the Assignee agrees to pay to the Assignor and the Assignor agrees to accept the payment of, an amount equal to the sum of the outstanding principal amount of plus all accrued and unpaid interest on, the Participations on the Effective Date (the "Purchase Price") (it being understood that the Assignee shall pay the Assignor such accrued and unpaid interest promptly upon receipt thereof from the Railroad or a Subsidiary), the sufficiency of which Purchase Price and the other consideration set forth herein is hereby acknowledged by the Assignor.

5. The Assignor and the Assignee each represents and warrants to the other that (a) it has full power, authority and legal right to execute and deliver this Agreement and to perform pursuant hereto; (b) the execution, delivery and performance of this Agreement have been authorized by all necessary corporate action and do not violate any provision of its charter or bylaws or any contractual obligation or requirement of law binding on it or to which it or its assets are subject; and (c) this Agreement

constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

6. The Assignor represents and warrants to the Assignee that (a) attached hereto as Exhibit A is a true and complete copy of all Certificates and (b) it has not sold, assigned, transferred, set over or otherwise conveyed or alienated any interest in, the Assigned Property to any other person.

7. The obligations of the Assignor and the Assignee hereunder shall be subject to and this Agreement shall become effective upon, the fulfillment of the conditions precedent that (a) the Assignor shall have received payment in full of the principal portion of the Purchase Price, (b) the Agent shall have executed a counterpart of this Agreement to evidence its consent hereto and (c) the Assignor shall have delivered a copy of this Agreement (fully executed) to the Railroad and the Subsidiaries. The sale, assignment, transfer and setting over of the Assigned Property provided for herein, the purchase and assumption of the Assigned Property provided for herein and this Agreement shall become effective immediately upon the happening of the last to occur of the Assignor's receipt of payment in full of the principal portion of the Purchase Price and satisfaction of the conditions set forth in Subsections 7(b) and (c) hereof (the "Effective Date"). On the Effective Date, the Assignor shall promptly cause an executed counterpart of this Agreement to be delivered to the Assignee, the Agent, the Railroad and each of the Subsidiaries.

8. The Assignee acknowledges that it is purchasing and assuming the Assigned Property from the Assignor totally without recourse and, except as otherwise provided herein, without representation or warranty. The Assignee further acknowledges that it has made its own independent investigation and credit evaluation of the Railroad, the Subsidiaries and the Assigned Property in connection with its entering into this Agreement. Except for the representations and/or warranties expressly set forth herein, the Assignee further acknowledges that it is not relying on any other representation or warranty of the Assignor, express or implied, including without limitation, any representation or warranty relating to and the Assignor does not make any representation or warranty or assume any responsibility with respect to (a) the legality, validity, genuineness, enforceability, collectibility, interest rate, repayment schedule, value, sufficiency or accrual status of the Participations and/or the Certificates; (b) the legality, validity, genuineness, enforceability, value or sufficiency of any of the Assigned Loan Documents, or any document referred to in or delivered pursuant to or in connection with any of the Assigned Loan Documents or any other Assigned Property; (c) the financial condition or creditworthiness of the Railroad, the Subsidiaries, any other party liable with respect to the Participations and/or the Certificates or any of the Assigned Property; (d) any statements, representations or warranties made in or in connection with the Assigned Property, the Assigned Loan Documents or any document referred to in or delivered pursuant to or in connection with any of the Assigned Loan Documents or any other Assigned Property; or (e) the performance or observance by the Railroad and/or either or both of the Subsidiaries or any other party of any of their respective obligations under any of the foregoing. The Assignor has not and will not be acting as either a representative, agent or trustee of the Assignee with respect to matters arising out of or relating to the Assigned Loan Documents, any of the other Assigned Property or this Agreement, it being understood that, from and after the Effective Date, the Assignor shall have no rights in, benefits arising under, title to or interests in or obligations arising pursuant to or in connection with the Assigned Property or the Assigned Loan Documents.

9. The Assignor agrees to and it shall promptly (a) give notice of this Agreement to the Agent, the Railroad and the Subsidiaries, (b) request the Agent execute this Agreement as required by Section 9.7 of the Credit Agreement; and (c) request the Railroad's and the Subsidiaries' execution of this Agreement in evidence of their receipt of a copy hereof. If, after the Effective Date, the Assignor receives any payment on account of the Assigned Property to which the Assignee is entitled as provided for in this Agreement, the Assignor shall hold such payment in trust for the Assignee and shall immediately deliver such payment to the Assignee.

10. All notices, requests, reports, information, or demands shall be effective when given or made through telex, telecopier, deposit in the mails, or by hand delivery, at the following addresses (or at such other address of which any Party may notify the other Parties in writing):

**ASSIGNOR:**

LaSalle National Bank  
Room 218  
135 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Ms. Catheryn N. Fuller  
Vice President  
Telex No.: 253879  
Telecopy No.: (312) 606-8425

**ASSIGNEE:**

Continental Bank N.A.  
231 South LaSalle Street  
Chicago, Illinois 60693  
Attention: Mr. Paul Frey  
Telecopier No.: (312) 828-1974

**AGENT:**

Continental Bank N.A.  
231 South LaSalle Street  
Chicago, Illinois 60693  
Attention: Mr. Paul Frey  
Telecopier No.: (312) 828-1974

11. All payments to be made by any Party hereto shall be in funds available at the place of payment the same day and shall be made by wire transfer to the account designated in writing by the Party to receive payment.

12. This Agreement shall supersede any prior agreement or understanding between the Parties as to the subject matter hereof.

13. This Agreement is binding on the Assignor, the Assignee, the Agent and their respective successors and assigns.

14. This Agreement shall be governed by and construed in accordance with, the laws of the State of Illinois.

15. Each of the Parties hereby covenants that it will, at the request of any other Party, perform and execute such further acts as shall reasonably be required to effectuate the purposes of this Agreement.

16. So far as may be necessary to give effect to this Agreement, the Assignor irrevocably appoints the Assignee as its attorney, coupled with an interest, for it and in its name or otherwise, (a) to fully enjoy all of the rights, title, interests and benefits in, to and/or under the Assigned Property which it has purchased pursuant hereto, and (b) to demand, sue for, recover, receive, and give effectual discharges for the Assigned Property.

17. Each of the Parties hereby acknowledges that this Agreement is being entered into as permitted by Sections 9.7 and 9.9 of the Credit Agreement.

18. On and after the Effective Date,

(a) the Assignee (i) shall be deemed to be and, thereafter, shall be a party to each of the Credit Agreement and all other Assigned Loan Documents to which the Assignor was a party and (ii) (A) possess and be bound by all of the Assignor's rights, title, interests and benefits in, to and/or under the Assigned Property and all of the Assignor's obligations arising on and after the Effective Date under or in connection with the Assigned Property, and (B) all references in the Assigned Loan Documents to the term "Bank" and all other references therein to the Assignor shall be references to the Assignee to the same extent as such references were otherwise references to the Assignor; and

(b) the Assignor shall relinquish all of its said rights, benefits, title and interests in, to and/or under and be released from all of its obligations arising on and after the Effective Date under or in connection with, the Assigned Property.

19. The form and substance of this Agreement is satisfactory to the Assignee and the Agent.

20. The Assignee (a) confirms that it has received a copy of the Credit Agreement and all other Assigned Loan Documents, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement, and that it has, independently and without reliance upon the Assignor, made its own credit decision; and (b) agrees that it will, independently and without reliance upon the Assignor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or directing action or not taking action or not directing action under the Credit Agreement, the Participations, the Certificates, all other Assigned Loan Documents and all other Assigned Property.

"Lease/SA"

PARTICIPATION CERTIFICATE

TO: LaSalle National Bank of  
Chicago

Chicago, Illinois  
November 20, 1981

Re: Finance Agreement, dated as of February 1, 1981

Gentlemen:

The undersigned hereby acknowledges receipt from you of the sum of \$139,246.35 in payment for your participation in that amount in the Advance of \$1,253,217.58 made by the undersigned, as Agent, under the Finance Agreement, dated as of February 1, 1981 (as from time to time thereafter amended, the "Finance Agreement"), among Chicago and North Western Transportation Company (the "Railroad"), North Western Leasing Company ("NWL"), North Western Locomotive Company ("Locomotive"), the undersigned, as Agent, and the Banks named in Exhibit 1 thereto. The Advance relates to an Equipment Lease, dated as of 11-3-81, between North Western Leasing Co as Lessor, and the Railroad, as Lessee, and the related Security Agreement, between the Lessor and the undersigned, as Agent, dated as of 11-3-81, and a Note, dated 11-20-81. Your participation has been calculated in accordance with Exhibit 1 to the Finance Agreement.

The undersigned hereby confirms that it is holding for your account a participation in the foregoing amount in the Advance, together with the same proportionate interest and any and all interest to accrue thereon, the collateral securing said Advance and the proceeds thereof. No further Participation Certificate with respect to this Advance will be sent to you.

This Participation Certificate is delivered pursuant to, and shall be subject to all the terms and conditions of, the Finance Agreement.

Very truly yours,

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

By *Edward T. Miller, Jr.*  
PRESIDENT

PIU 60
FED CL JHO
N-R N
APP'D SSP
OFC <i>[Signature]</i>
SEC Y

"CSA"

PARTICIPATION CERTIFICATE

Mr. Joseph Rizzo  
Vice President  
To: LaSalle National Bank  
135 S. LaSalle Street  
Chicago, IL 60690

Chicago, Illinois  
April 15, 1985

Re: Finance Agreement, dated as of February 1, 1981

Gentlemen:

The undersigned hereby acknowledges receipt from you of the sum of \$ 780,352.30 in payment for your participation in that amount in the Advance of \$ 7,023,171.81 made by the undersigned, as Agent, under the Finance Agreement, dated as of February 1, 1981 (as from time to time thereafter amended, the "Finance Agreement"), among Chicago and North Western Transportation Company (the "Railroad"), North Western Leasing Company ("NWL"), North Western Locomotive Company ("Locomotive"), the undersigned, as Agent, and the Banks named in Exhibit 1 thereto. The Advance relates to a Conditional Sale Agreement, dated as of 3-29-85, between North Western Locomotive Co. and the Railroad and the related Agreement and Assignment, dated as of 3-29-85, between North Western Locomotive Co and the Agent. Your participation has been calculated in accordance with Exhibit 1 to the Finance Agreement.

The undersigned hereby confirms that it is holding for your account a participation in the foregoing amount in the Advance, together with the same proportionate interest and any and all interest to accrue thereon, the collateral securing said Advance and the proceeds thereof. No further Participation Certificate with respect to this Advance will be sent to you.

This Participation Certificate is delivered pursuant to, and shall be subject to all the terms and conditions of, the Finance Agreement.

Very truly yours,

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

By Lillian M. Hudson

21. This Agreement may be executed in any number of counterparts and by any combination of the Parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each of the Assignor, the Assignee and the Agent have hereunto affixed their respective hands and seals as of July 14, 1989.

**LASALLE NATIONAL BANK**

By: Catherine M. Fuller  
Title: Vice President

**CONTINENTAL BANK N.A.,  
Individually**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTINENTAL BANK N.A., as the Agent**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned hereby acknowledge receipt of a copy of and consent to and agree to be bound by, the foregoing Assignment and Assumption Agreement, the form and substance of which are satisfactory to each of them.

**CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
165 North Canal Street  
Chicago, Illinois 60606  
Attention: Vice  
President-Finance

**NORTH WESTERN LEASING COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
165 North Canal Street  
Chicago, Illinois 60606  
Attention: Vice President - Finance

**NORTH WESTERN LOCOMOTIVE COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
165 North Canal Street  
Chicago, Illinois 60606  
Attention: Vice President - Finance

21. This Agreement may be executed in any number of counterparts and by any combination of the Parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each of the Assignor, the Assignee and the Agent have hereunto affixed their respective hands and seals as of July 14, 1989.

**LASALLE NATIONAL BANK**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTINENTAL BANK N.A.,  
Individually**

By: [Signature]  
Title: Vice President

**CONTINENTAL BANK N.A., as the Agent**

By: [Signature]  
Title: Vice President

The undersigned hereby acknowledge receipt of a copy of and consent to and agree to be bound by, the foregoing Assignment and Assumption Agreement, the form and substance of which are satisfactory to each of them.

**CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
165 North Canal Street  
Chicago, Illinois 60606  
Attention: Vice  
President-Finance

**NORTH WESTERN LEASING COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
165 North Canal Street  
Chicago, Illinois 60606  
Attention: Vice President - Finance

**NORTH WESTERN LOCOMOTIVE COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
165 North Canal Street  
Chicago, Illinois 60606  
Attention: Vice President - Finance

21. This Agreement may be executed in any number of counterparts and by any combination of the Parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each of the Assignor, the Assignee and the Agent have hereunto affixed their respective hands and seals as of July 14, 1989.

**LASALLE NATIONAL BANK**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTINENTAL BANK N.A.,  
Individually**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTINENTAL BANK N.A., as the Agent**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned hereby acknowledge receipt of a copy of and consent to and agree to be bound by, the foregoing Assignment and Assumption Agreement, the form and substance of which are satisfactory to each of them.

**CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY**

By: John E Vollseth  
Title: Vice President Finance  
165 North Canal Street  
Chicago, Illinois 60606  
Attention: Vice  
President-Finance

**NORTH WESTERN LEASING COMPANY**

By: John E Vollseth  
Title: Vice President Finance  
165 North Canal Street  
Chicago, Illinois 60606  
Attention: Vice President - Finance

**NORTH WESTERN LOCOMOTIVE COMPANY**

By: John E Vollseth  
Title: Vice President Finance  
165 North Canal Street  
Chicago, Illinois 60606  
Attention: Vice President - Finance

STATE OF ILLINOIS        )  
                                  )  SS  
COUNTY OF COOK         )

On this *14th* day of *July*, before me personally appeared *Cathryn M. Falter*, to me personally known, who, being by me duly sworn, says that she is a *Vice President* of LaSalle National Bank, ~~that one of the seals affixed to the foregoing instrument is the corporate seal of said bank,~~ that said instrument was signed and sealed on behalf of said bank, by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

" OFFICIAL SEAL "  
BETTY A. SCALISE *Betty A. Scalise*  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/30/92       NOTARY PUBLIC

My Commission expires:

STATE OF ILLINOIS )  
                  LAKE ) SS  
COUNTY OF ~~COOK~~ )

On this 14<sup>th</sup> day of July, 1989, before me personally appeared PAUL R FREY, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of Continental Bank N.A., Individually, 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.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:  
10-16-89

STATE OF ILLINOIS )  
                  LAKE ) SS  
COUNTY OF COOK )

On this 14th day of July, 1989, before me personally appeared PAUL R. FREY, to me personally known, who, being by me duly sworn, says that he is a Vice President of Continental Bank N.A., as the Agent, 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.

*J. D. Dillard*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:  
10-16-89

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

On this 14th day of July, 1989, before me personally appeared John E. Voldseth, to me personally known who signed the foregoing instrument on this day and, being by me duly sworn, says that he is a Vice President-Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, 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.

*Faiver P. Delgado*  
Notary Public

[Notarial Seal]

My Commission expires: ~~My Commission Expires Mar. 3, 1990~~

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

On this 14th day of July, 1989, before me personally appeared John E. Voldseth, to me personally known who signed the foregoing instrument on this day and, being by me duly sworn, says that he is a Vice President-Finance of NORTH WESTERN LEASING COMPANY, 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.

*Faiver P. Delgado*  
Notary Public

[Notarial Seal]

My Commission expires: ~~My Commission Expires Mar. 3, 1990~~

EXHIBIT A  
CERTIFICATES