

6-219A013

No.

Date AUG 7 1986

Fee \$ 10.00

ICC Washington, D.C.

ALLEN H. HARRISON, JR.

DIRECT LINE (202)

872-6093

WILMER, CUTLER & PICKERING

1666 K STREET, N. W.  
WASHINGTON, D. C. 20006

INTERNATIONAL TELEX: 440 239 WCPI UI

TELEX: 89-2402 WICRING WSH

RECORDATION NO. 7966-E FILE NO. 145 TELEPHONE 202 872-6000

**AUG 7 1986 - 11 10 AM**

INTERSTATE COMMERCE COMMISSION August 7, 1986

100 OFFICE OF THE SECRETARY  
AUG 7 11 05 AM '86  
MOTOR OPERATING UNIT  
EUROPEAN OFFICE  
4 CARLTON GARDENS  
PALL MALL  
LONDON, SW1Y 5AA, ENGLAND  
TELEPHONE 011-441-839-4466  
TELEX: 8813918 WCPLDN  
TELCOPY: 839 3537  
CABLE ADDRESS: WICRING LONDON

*Counterparts - 2 H. Harrison*

Dear Ms. McGee:

On behalf of The American National Bank and Trust Company of Chicago, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two enclosed executed counterparts of a secondary document, not previously recorded, entitled Agency Assignment Agreement.

The aforesaid Agency Assignment Agreement relates to the Conditional Sale Agreement and the Lease as amended, recorded respectively under Recordation Nos. 7966 and 7966-A and should be recorded under the same Recordation No. under the next available letter which we believe will be 7966-E.

The names and addresses of the parties to the Agency Assignment Agreement are as follows:

The American National Bank and Trust Company  
of Chicago - Assignor  
33 North LaSalle Street  
Chicago, Illinois 60690

LaSalle National Bank - Assignee  
135 South LaSalle Street  
Chicago, Illinois 60690

The Mutual Benefit Life Insurance Company - Investor  
520 Broad Street  
Newark, New Jersey 07101

The said Agency Assignment Agreement, among other things, provides for LaSalle National Bank to replace The American National Bank and Trust Company of Chicago as Agent for the Certificates of Interest Evidencing Investments in the Conditional Sale Indebtedness owed by Republic National Leasing Corporation, under a Conditional Sale Agreement dated as of April 1, 1975, as amended.

The filing of this Agency Assignment Agreement does not change the equipment covered of record herein.

A short summary of the Agency Assignment Agreement to appear in the ICC Index is as follows:

"Change in Agent, no change in equipment."

Enclosed is a check in the amount of ten dollars (\$10) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterparts of the Agency Assignment Agreement not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

  
Allen H. Harrison, Jr.  
Attorney for The American Bank  
and Trust Company of Chicago  
for the purpose of this filing

Honorable Noreta R. McGee  
Acting Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Enclosures  
AHH/iw

BY HAND

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Mr. Allen Harrison, Jr.  
1666 K Street, N. W.  
Washington, D. C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-7-86 at 11:10 A.M. , and assigned re-  
recording number(s) .7966-E

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

REGISTRATION NO. 7966-E Filed 1425

AUG 7 1986 - 11 10 AM

INTERSTATE COMMERCE COMMISSION  
("Republic")

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**AGENCY ASSIGNMENT AGREEMENT**

Among

**THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,**

as Retiring Agent,

**LA SALLE NATIONAL BANK,**

as Successor Agent,

and

**THE MUTUAL BENEFIT LIFE INSURANCE COMPANY,**

as Investor

Dated as of March 31, 1986

Relating to the Transfer of the Agency for the Certificates of Interest Evidencing Investments in the Conditional Sale Indebtedness Owed by Republic National Leasing Corporation, under a Conditional Sale Agreement dated as of April 1, 1975, as Amended.

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**THIS AGENCY ASSIGNMENT AGREEMENT** dated as of March 31, 1986

made and entered into by and among:

**THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** ("American National"), a national banking association duly organized and existing under the laws of the United States of America with its principal place of business in the City of Chicago, Illinois,

**LA SALLE NATIONAL BANK** ("LaSalle"), a national banking association duly organized and existing under the laws of the United States of America with its principal place of business in the City of Chicago, Illinois, and

**THE MUTUAL BENEFIT LIFE INSURANCE COMPANY** (the "Investor"), a New Jersey corporation;

**W I T N E S S E T H:**

**WHEREAS**, the Investor has duly executed, delivered and entered into a Finance Agreement (the "Finance Agreement") dated as of April 1, 1975 with American National, as Agent (in such capacity, the "Retiring Agent"), authorizing the issuance of up to \$2,475,000 in aggregate principal amount of certificates of interest (the "Certificates of Interest") evidencing the investment of the holders thereof in the Conditional Sale Indebtedness owed by Republic National Leasing Corporation (the "Lessor") to Pullman Incorporated and North American Car Corporation, as vendors of railroad equipment (the "Vendors"), and their assigns, pursuant to a Conditional Sale Agreement dated as of April 1, 1975 among the Vendors and the Lessor, as assigned by the Vendors to the Retiring Agent pursuant to an Agreement and Assignment dated as of April 1, 1975 among the Vendors and American National (the "Sale Assignment"), and as amended by an Amendment Agreement dated as of June 15, 1975 among the Lessor, the Vendors and American National (as so amended and assigned, the "Conditional Sale Agreement"); and

**WHEREAS**, the Lessor is obligated to pay the Conditional Sale Indebtedness to the Retiring Agent pursuant to the Conditional Sale Agreement, and has assigned to the Retiring Agent as collateral for such obligation all of its right, title and interest, powers, privileges, and other benefits under a Lease of Railroad Equipment dated as of April 1, 1975 between North American Car Corporation, as lessee (the "Lessee") and the Lessor, as amended by an Amendment Agreement dated as of June 15, 1975 between the Lessor and the Lessee (as so amended, the "Lease"), pursuant to an Assignment of Lease and Agreement (the "Lease Assignment") dated as of April 1, 1975 by and between the Lessor and the Retiring Agent; and

**WHEREAS**, pursuant to a Lessee's Consent and Agreement dated as of April 1, 1975 executed by the Lessee and accepted by the Lessor and the Retiring Agent (the "Original Consent"), the Lessee has agreed to pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease (the "Payments") directly to American National, which payments are to be applied all or in part by American National to payment of the Conditional Sale Indebtedness pursuant to the Lease Assignment; and

**WHEREAS**, American National has notified the Investor of its desire to resign and terminate its duties and responsibilities as Agent under the Finance Agreement effective upon the acceptance and appointment of a qualified successor Agent and of its recommendation that LaSalle be appointed successor Agent pursuant to Paragraph 15 of the Finance Agreement (in such capacity, the "Successor Agent") and

**WHEREAS**, American National has contacted LaSalle as to LaSalle's desire to be successor Agent under the Finance Agreement, and LaSalle has agreed to accept such appointment provided that American National and the Investor enter into this Agreement; and

**WHEREAS**, the Lessee has filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court") and is currently acting as Debtor in Possession pursuant to order of the Bankruptcy Court; and

**WHEREAS**, the Bankruptcy Court entered a verbal order on March 31, 1986 and a written order on May 15, 1986 in Case No. LA 84-23401-BR (collectively, the "Bankruptcy Order") which authorizes the execution by the Lessee of an Acknowledgment of this Agreement; and

**WHEREAS**, all requirements and conditions prescribed by law for the validity of this Agreement as a valid, binding and legal instrument have been satisfied and fulfilled and the execution and delivery of this Agreement have been duly authorized;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, UNDERTAKINGS AND PROMISES HEREINAFTER SET FORTH AND OTHER GOOD AND VALUABLE CONSIDERATION AND THE ACCEPTANCE OF THE SUM OF ONE DOLLAR (\$1.00) DULY PAID BY EACH OF THE PARTIES TO THE OTHER UPON THE EXECUTION AND DELIVERY OF THIS AGREEMENT, RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED AND CONFESSED, AND IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE FINANCE AGREEMENT, THE RETIRING AGENT AND THE SUCCESSOR AGENT HAVE ENTERED INTO THIS AGENCY ASSIGNMENT AGREEMENT FOR THE BENEFIT AND PROTECTION OF THE INVESTOR AND FOR THE USES AND PURPOSES HEREINAFTER EXPRESSED AS FOLLOWS:**

## **ARTICLE I**

### **Appointment and Assignment**

**Section 1.01. Appointment of Successor Agent.** Pursuant to Paragraph 15 of the Finance Agreement, the Retiring Agent and the Investor hereby appoint LaSalle as

successor Agent under the Finance Agreement to fill the vacancy created by the resignation of American National, as Retiring Agent, such appointment to take effect immediately at the close of business as of the date hereof.

**Section 1.02. Acceptance of Appointment.** LaSalle hereby accepts its appointment as successor Agent under the Finance Agreement, effective at the close of business as of the date hereof, and accepts the rights, titles, powers, trusts and duties created by the Finance Agreement, the Conditional Sale Agreement, the Lease, the Lease Assignment and the Original Consent and hereby agrees to perform said rights, titles, powers, trusts and duties subject to the terms and conditions set forth in the Finance Agreement, the Conditional Sale Agreement, the Lease, the Lease Assignment and the Original Consent.

**Section 1.03. Transfer of Rights, Titles, Interests and Powers.** The Retiring Agent hereby assigns, transfers and delivers, effective at the close of business as of the date hereof (except as otherwise provided in Section 4.12 hereof), to the Successor Agent (i) all of its rights, titles, interests, powers, trusts, privileges, immunities and duties as Agent under the Finance Agreement with such effect as if the Successor Agent had originally been named as Agent in the Finance Agreement, including, without limitation, all rights, titles, interests, powers, trusts, privileges, immunities and duties of the Retiring Agent under the Conditional Sale Agreement, the Sale Assignment and the Lease Assignment and in and to the Lease, the Original Consent and the Equipment (as defined in the Finance Agreement), and (ii) all moneys, securities, cash and other properties held by American National as Agent under the Finance Agreement. Provided however, that nothing in this Agency Assignment Agreement or any other document related hereto or thereto shall be construed as granting to the Successor Agent any greater liens, rights, titles, interests, powers, trusts, privileges, immunities, duties, claims or causes of action against the Lessee or any of its subsidiaries under the Lease or otherwise than

those which currently are existing, vested, valid, perfected and non-avoidable in favor of the Retiring Agent, or any greater financial accommodations than those currently existing in favor of the Retiring Agent or otherwise, but such liens, rights, titles, interests, powers, trusts, privileges, immunities, duties, claims or causes of action as may exist, if any, in favor of the Retiring Agent shall be vested in and such financial accommodations as exist shall exist in favor of the Successor Agent. Conversely, nothing contained herein shall be construed to diminish in any manner or to any extent whatsoever any defense, counterclaim, rights of setoff, or causes of action, if any, as may exist in favor of the Lessee, which the Lessee may assert against such liens, rights, titles, interests, powers, trusts, privileges, immunities, duties, claims or causes of action. Further, this Agency Assignment Agreement does not constitute a determination of the nature or extent of any liens or claims of the Retiring Agent or the Successor Agent and the Successor Agent understands and agrees that pursuant to this Agency Assignment Agreement it takes, as against the Lessee, nothing more than an assignment of those vested, valid, perfected and non-avoidable liens, rights, titles, interests, powers, trusts, privileges, immunities, duties, claims or causes of action, if any, as currently may exist in favor of the Retiring Agent subject to any defenses, counterclaims, rights of setoff or causes of action, if any, as may exist.

**Section 1.04. Form of Certificate of Interest.** The form of Certificate of Interest set forth in Exhibit C to the Finance Agreement is hereby amended, to effectuate the purposes of this Agency Assignment Agreement, to read as set forth in Exhibit A hereto. The Successor Agent is authorized to print new Certificates of Interest in the form of Certificate of Interest set forth in such Exhibit A.

## ARTICLE II

### Representations by Retiring Agent and Successor Agent

**Section 2.01. Representations of Retiring Agent.** In consideration of the acceptance of appointment hereunder by the Successor Agent, the Retiring Agent hereby represents and warrants that it has the power and authority to execute and deliver this Agreement and that all actions on its part required for the execution and delivery of this Agreement have been duly and effectively taken, and this Agreement, upon its due execution and delivery, will be the legal, valid and binding obligation of American National, enforceable in accordance with its terms.

**Section 2.02. Representations of Successor Agent.** In consideration of its appointment hereunder, the Successor Agent hereby represents and warrants that:

(a) The Successor Agent has the power and authority to execute and deliver this Agreement and all actions on its part required for the execution and delivery of this Agreement have been duly and effectively taken, and that this Agreement, upon its due execution and delivery, will be the legal, valid and binding obligation of the Successor Agent, enforceable in accordance with its terms.

(b) The Successor Agent is qualified under Section 15 of the Finance Agreement to act as Successor Agent.

## ARTICLE III

### Concerning the Agent

The Successor Agent hereby accepts the rights, powers, trusts and duties hereby declared and agrees to perform the same upon the terms and conditions set forth in the Finance Agreement and in this Agreement. The Successor Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Agreement, the due execution hereof by the Retiring Agent or the recitals contained

herein, except for those representations made by the Successor Agent in Section 2.02 hereof and in the final sentence of Section 1.03 hereof. Except as herein expressly provided, no duties, responsibilities or liabilities are assumed by the Successor Agent by reason of this Agreement other than as set forth in the Finance Agreement. This Agreement is executed and accepted by the Successor Agent subject to all the terms and conditions set forth in the Finance Agreement as fully to all intents and purposes as if the same were herein set forth. Execution and acceptance of this Agreement shall not constitute or imply on the part of the Successor Agent a waiver of any default or event of default, or any act or condition which, after notice or lapse of time, or both, would become a default or event of default, under the Lease, the Conditional Sale Agreement, the Finance Agreement or any other instrument.

#### **ARTICLE IV**

##### **Miscellaneous**

**Section 4.01. Applicability of Finance Agreement.** This Agreement shall be construed in accordance with and as part of the Finance Agreement and, upon execution and delivery hereof, the Finance Agreement shall be deemed to be amended and supplemented as hereinafter set forth as fully and with the same effect as if such amendments made hereby were originally set forth in the Finance Agreement. All terms, conditions and covenants contained in the Finance Agreement, except to the extent such terms, conditions and covenants are expressly modified by the terms hereof, are hereby ratified, approved and confirmed and shall remain in full force and effect.

**Section 4.02. Agent's Privileges and Immunities.** In executing and delivering this Agreement, the Retiring Agent and Successor Agent shall be entitled to all of the privileges and immunities afforded to the Agent under the terms and provisions of the Finance Agreement.

**Section 4.03. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when placed in the hands of a carrier for delivery, charges pre-paid:

(a) If to American National, to:

The American National Bank and Trust Company  
of Chicago  
Corporate Trust Department  
33 North LaSalle Street  
Chicago, Illinois 60690

(b) If to LaSalle or LaSalle, as Agent, to:

LaSalle National Bank  
Corporate Trust Department  
Attention: Roland Weber  
135 South LaSalle Street  
Chicago, Illinois 60690

with copy to:

James E. Spiotto, Esq.  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

(c) If to the Investor, to:

The Mutual Benefit Life  
Insurance Company  
520 Broad Street  
Newark, New Jersey 07101

Attention: Capital Markets  
Division

or to such other address or addresses as either American National, LaSalle or the Investor may communicate in writing to the other parties hereto.

**Section 4.04. Notice to Investor.** The Investor hereby waives any and all notice requirements relating to the resignation of the Retiring Agent, the appointment of the Successor Agent, and the execution and delivery of this Agency Assignment Agreement, and any and all rights arising from any failure to fulfill such notice requirements, contained in the Finance Agreement (including, without limitation, Paragraph 15

thereof), and acknowledges that all demands, notices and communications which under the Finance Agreement should be delivered to the Agent, may now be delivered to the Successor Agent, at its address as provided in Section 4.03 hereof.

**Section 4.05. Post-Transfer Notice to Lessor.** Pursuant to Section 15 of the Conditional Sale Agreement, LaSalle hereby agrees to provide prompt notification to the Lessor of the assignment to LaSalle of all of American National's right, title and interests under the Conditional Sale Agreement. Such notice shall be substantially in the form of notice attached hereto as Exhibit B, and shall enclose a copy of this Agreement.

**Section 4.06. Entire Agreement.** This Agreement and documents referred to herein, including without limitation the Bankruptcy Order, contain all terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter hereof shall be deemed to exist or bind the parties hereto unless in writing and executed by the parties to be bound thereby.

**Section 4.07. Benefit of the Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**Section 4.08. Governing Law and Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision of this Agreement.

**Section 4.09. Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 4.10. Headings and Table of Contents.** Section headings and the table of contents used in this Agreement are for convenience of reference only and are not intended to be a part of the provisions hereof nor to control or affect their meanings, construction or effect.

**Section 4.11. Definition of Terms.** For all purposes of this Agreement, except as otherwise herein expressly provided or unless the context otherwise requires, the terms and expressions used in this Agreement shall have the same meaning as the corresponding terms and expressions used in the Finance Agreement.

**Section 4.12. Effective Date.** The terms and provisions of this Agreement shall apply from the date printed on the first page hereof notwithstanding its execution at a later or earlier date; provided, however, that the duty to hold and invest all moneys, securities, cash and other properties held by the Retiring Agent shall remain with the Retiring Agent until the actual date of transfer thereof to the Successor Agent, and the amount of such moneys, securities, cash and other properties to be transferred by the Retiring Agent to the Successor Agent on such date of transfer shall be determined as of such date of transfer.

**IN WITNESS WHEREOF,** The American National Bank and Trust Company of Chicago has caused this instrument to be executed in its corporate name by one of its Vice Presidents, and has caused this instrument to be attested and its corporate seal to be hereunto affixed by one of its Assistant Secretaries; and LaSalle National Bank has caused this instrument to be executed in its corporate name by one of its Vice Presidents, and has caused this instrument to be attested and its corporate seal to be hereunto affixed by one of its Assistant Secretaries; and The Mutual Benefit Life Insurance Company has caused this instrument to be executed in its corporate name by one of its Vice Presidents, and has caused this instrument to be attested and its corporate seal to

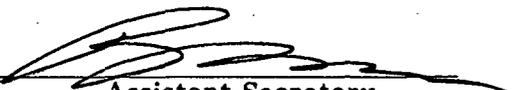
be hereunto affixed by one of its Assistant Secretaries; in several counterparts, all as of the day and year first above written.

THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

(SEAL)

By   
Senior Vice President

ATTEST:

  
Assistant Secretary

LA SALLE NATIONAL BANK

(SEAL)

By \_\_\_\_\_  
(Roland K. Weber) Vice President

ATTEST:

\_\_\_\_\_  
Assistant Secretary

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

(SEAL)

By \_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_  
Assistant Secretary

be hereunto affixed by one of its Assistant Secretaries; in several counterparts, all as of the day and year first above written.

THE AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

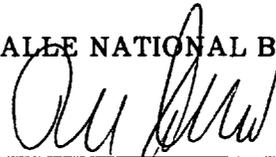
(SEAL)

By \_\_\_\_\_  
Vice President

ATTEST:

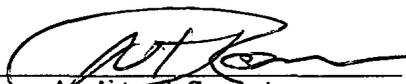
\_\_\_\_\_  
Assistant Secretary

LA SALLE NATIONAL BANK

By   
\_\_\_\_\_  
(Roland K. Weber) SR Vice President

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

THE MUTUAL BENEFIT LIFE INSURANCE  
COMPANY

By \_\_\_\_\_  
Vice President

(SEAL)

ATTEST:

\_\_\_\_\_  
Assistant Secretary

be hereunto affixed by one of its Assistant Secretaries; in several counterparts, all as of the day and year first above written.

THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

(SEAL)

By \_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_  
Assistant Secretary

LA SALLE NATIONAL BANK

(SEAL)

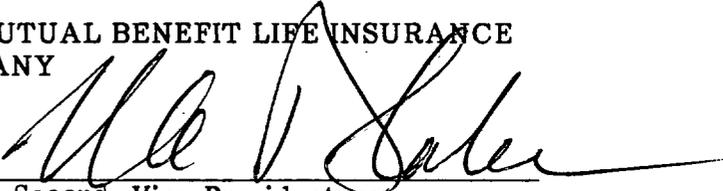
By \_\_\_\_\_  
(Roland K. Weber) Vice President

ATTEST:

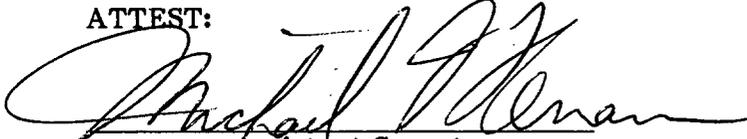
\_\_\_\_\_  
Assistant Secretary

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

(SEAL)

JEP. By  \_\_\_\_\_  
Second Vice President

ATTEST:

  
Assistant Secretary

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

I, Dolores F. Olvera, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Roland K. Weber, Vice President of LA SALLE NATIONAL BANK, and Norman T. Rosson, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix the said Corporate Seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6<sup>th</sup> day of August, 1986.

Dolores F. Olvera  
Notary Public

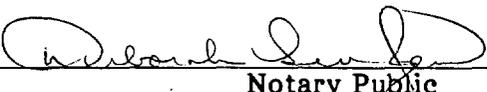
My Commission Expires:

4-26-87

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

I, Deborah Sue Jones, a Notary Public in and for said County  
in the State aforesaid, DO HEREBY CERTIFY THAT R. Y. Guthrie, Vice <sup>Senior</sup>  
President of THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
and B. A. Wyckoff, Assistant Secretary of said Bank, personally known to me  
to be the same persons whose names are subscribed to the foregoing instrument as such  
Vice President and Assistant Secretary respectively, appeared before me this day in  
person and acknowledged that they signed and delivered the said instrument as their own  
free and voluntary act, and as the free and voluntary act of said Bank for the uses and  
purposes therein set forth; and the said Assistant Secretary did also then and there  
acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix the said  
Corporate Seal of said Bank to said instrument as his own free and voluntary act and as  
the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of Aug; 1986.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

October 23, 1989

STATE OF NEW JERSEY     )  
  ) SS  
COUNTY OF ESSEX         )

I, Sharon B. Williams, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Nowell A. Blake, Second Vice President of THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, and Michael F. Ferraro, Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me on this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the Seal of said Company, did affix the said Seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2ND day of July, 1986.

Sharon B. Williams  
Notary Public

My Commission Expires:

SHARON B. WILLIAMS  
NOTARY PUBLIC OF NEW JERSEY  
~~My Commission Expires Aug. 17, 1988~~

Exhibit A to  
Agency Assignment  
Agreement

**CERTIFICATE OF INTEREST**

LASALLE NATIONAL BANK (hereinafter called the "Agent") hereby acknowledges receipt from

(hereinafter called the Investor) of \$ \_\_\_\_\_, such sum having been paid by the Investor under and pursuant to the terms and conditions of a Finance Agreement dated as of April 1, 1975 (hereinafter called the "Finance Agreement") between American National Bank and Trust Company of Chicago (hereinafter called "American National") and the Investor. By reason of such payment the Investor has an interest in a principal amount equal to such sum in the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement hereinafter mentioned) and in and to (i) the Conditional Sale Agreement dated as of April 1, 1975, as amended (herein called the "Conditional Sale Agreement"), among Pullman Incorporated (Pullman-Standard division) and North American Car Corporation, in its capacity as builder (hereinafter called the "Builders") and REPUBLIC NATIONAL LEASING CORPORATION (hereinafter called the "Vendee") and the railroad equipment covered by the Conditional Sale Agreement, (ii) the Agreement and Assignment of the Conditional Sale Agreement dated as of April 1, 1975, between the Builders and American National, (iii) the right, security title and interest of the Agent in and to the Lease of Railroad Equipment dated as of April 1, 1975, as amended, between North American Car Corporation, in its capacity as lessee (hereinafter called the "Lessee") and the Vendee and the Lessee's Consent and Agreement dated as of April 1, 1975, between the Lessee and American National, the Vendee and the Builder and (iv) certain cash and other property from time to time held by the Agent under the Finance Agreement, except to the extent that installments of such principal amount shall have been paid.

Under the terms of the Conditional Sale Agreement, subject to the rights of prepayment contained therein in the event of a Casualty Occurrence (as defined therein) and the Finance Agreement, (i) such principal amount is payable in 34 semi-annual installments on January 1 and July 1 in each year commencing January 1, 1976, (ii) such principal amount bears interest from the date hereof on the unpaid portion thereof from time to time outstanding, payable on each January 1, and July 1, commencing with the January 1 or July 1 next succeeding the date hereof, until such principal amount shall have been paid in full, at 11-1/8% per annum, (iii) all such principal and interest remaining unpaid after the same shall have become due and payable bears interest at the rate of 12-1/8% per annum. The Agent has furnished or promptly will furnish to the Investor a schedule of payments reflecting the dates and amounts of principal and interest payments to be made under this Certificate of Interest. All payments received by the Agent in accordance with the terms of the Finance Agreement and the

Conditional Sale Agreement shall be disbursed by the Agent in accordance with the terms and conditions of the Finance Agreement.

Dated:

**LA SALLE NATIONAL BANK**, as Agent  
under the Finance Agreement,

By \_\_\_\_\_  
Authorized Officer

**INQUIRY SHOULD BE MADE OF THE AGENT IF CERTIFICATION  
AS TO BALANCE DUE HEREUNDER IS REQUIRED**

**(Exhibit B to Agency Assignment Agreement)**

**[LETTERHEAD OF LASALLE NATIONAL BANK]**

August \_\_, 1986

Republic National Leasing Corporation  
400 North St. Paul  
Dallas, Texas 75222  
Attention: Fraser Noble, President

Re: Conditional Sale Agreement dated as of April 1, 1975 among Pullman Incorporated, as builder, North American Car Corporation, as builder, and Republic National Leasing Corporation, as amended ("Conditional Sale Agreement")

Gentlemen:

You are hereby notified that The American National Bank & Trust Company of Chicago ("American National") has assigned, transferred and delivered, effective as of March 31, 1985, all of its rights, titles, interests, powers, trusts, immunities and duties under the Conditional Sale Agreement and in and to the Equipment (as defined in the Finance Agreement dated as of April 1, 1975 between American National and The Mutual Benefit Life Insurance Company ("Mutual Benefit")) to the undersigned. A copy of the Agency Assignment Agreement dated as of this date among American National, Mutual Benefit and the undersigned, pursuant to which the aforementioned assignment has been effected, is attached hereto as Exhibit A. Any notice to the undersigned concerning the Conditional Sale Agreement should be mailed or delivered to:

LaSalle National Bank  
Corporate Trust Department  
Attention: Roland Weber  
135 South LaSalle Street  
Chicago, Illinois 60690

with copy to:

James E. Spiotto, Esq.  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

Republic National Leasing Corporation  
August \_\_\_\_, 1986  
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or to such other address or addresses as the undersigned may communicate in writing to you.

LASALLE NATIONAL BANK, as Agent  
under the Finance Agreement

By: \_\_\_\_\_  
(Roland K. Weber) Vice President