308

RECORDATION NO. 10702-H Filed 1425

NOV 18 1980 · 1 35 PM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

No. C-323A075

Date NOV 18 1980

Fee $ 80.00

ICC Washington, D. C.

RECORDATION NO. 10702-H Filed 1425

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INTERSTATE COMMERCE COMMISSION

November 13, 1980

RECORDATION NO. 10702-I Filed 1425

NOV 18 1980 · 1 35 PM

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary of the Interstate
Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C.

Re: Documents recorded under
Recordation No. 10702 originally
Filed and Recorded on August 7, 1979

Dear Madam:

I enclose for filing with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303, the following Documents:

1. Sublease of Railroad Equipment dated as of March 21, 1980, together with Certificate of Acceptance dated Nov. 14, 1980
   Sublessee: Chicago and Northwestern Transportation Company
   Sublessor: GAMS Transportation, Inc.

2. Assignment of Sublease and Agreement dated as of March 21, 1980
   Assignee: First Security State Bank, as Owner Trustee
   Assignor: GAMS Transportation, Inc.

3. Assignment of Lease, Reassignment of Sublease, Assignment of Surety Bond and Agreement dated as of March 21, 1980
   Assignee: First Security Bank of Utah, N.A., as Agent
   Assignor: First Security State Bank, as Owner-Trustee

COURIER FILES BRANCH
NOV 18 1 28 PM '80

4. Amendment to Lease of Railroad Equipment dated as of July 1, 1978 (see Document No. 10702B Filed and Recorded August 7, 1979 - 3:40 P.M.)
Lessee: GAMS Transportation, Inc.
Lessor: First Security State Bank, as Owner-Trustee

The documents listed above cover the railroad equipment (the "Equipment") described in Exhibit A to the Sublease. The Equipment is being leased by the Lessee from the Owner-Trustee pursuant to a Lease of Railroad Equipment dated as of July 20, 1979 and is being subleased by the Lessee as sublessor to the Sublessee pursuant to the Sublease referred to above. The right of the Lessee under the Sublease is being assigned to the Owner-Trustee and in turn is being reassigned to the Agent.

In addition, I enclose a check in the amount of $80.00 to cover the cost of recordation with the Secretary's Office.

Please return the stamped copies of the above documents to the bearer of this letter.

Very truly yours,

Thacher, Proffitt + Wood

THACHER, PROFFITT & WOOD,
as Agent for GAMS Transportation, Inc.

RECORDATION NO. 10702-A Filed 1425

NOV 18 1980 -1 35 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE, REASSIGNMENT OF SUBLEASE, ASSIGNMENT OF SURETY BOND AND AGREEMENT

Dated as of March 21, 1980

between

FIRST SECURITY STATE BANK,
not in its individual capacity but solely as Owner-Trustee for
GENERAL ELECTRIC CREDIT CORPORATION,

and

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity but solely as agent under the
Participation Agreement dated as of the date hereof,

as Agent.

ASSIGNMENT OF LEASE, REASSIGNMENT OF SUBLEASE, ASSIGNMENT OF SURETY BOND AND AGREEMENT dated as of March 21, 1980, by and between FIRST SECURITY STATE BANK, not in its individual capacity but solely as Trustee (hereinafter, together with its successors and assigns, called the Owner-Trustee) under a Trust Agreement dated as of the date hereof with GENERAL ELECTRIC CREDIT CORPORATION (hereinafter called the Owner) and FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as agent (hereinafter called the Agent) for certain institutional investors (hereinafter called the Investors) under a Participation Agreement dated as of the date hereof with the Owner-Trustee, the Owner, the Investors, GAMS TRANSPORTATION, INC. (hereinafter called Great American), and CHICAGO NORTHWESTERN TRANSPORTATION COMPANY (hereinafter called the Railroad).

The Owner-Trustee has entered into a Conditional Sale Agreement dated as of July 20, 1979 (hereinafter called the Security Document) with Pullman Incorporated (Pullman Standard Division) (hereinafter called the Builder), which provided for the sale to the Owner-Trustee of certain units of railroad equipment (hereinafter called the Items) described in the Annex B thereto which were delivered to and accepted by the Owner-Trustee thereunder and the Security Document was assigned to the Agent by the Builder.

The Owner-Trustee and Great American have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter, together with the amendments and supplements thereto, being called the Great American Lease), providing for the leasing by the Owner-Trustee to Great American of the Items.

Great American and the Railroad have entered into a Sublease of Railroad Equipment dated as of the date hereof (hereinafter called the Sublease), providing for the subleasing by Great American to the Railroad of the Items leased under the Great American Lease (each Item delivered and accepted under the Sublease hereinafter called the Units).

Great American has assigned all its rights in, to and under the Sublease to the Owner-Trustee pursuant to an Assignment of Sublease and Agreement dated as of the date hereof (such assignment being hereinafter called the Sublease Assignment).

Great American, as principal, has delivered or caused to be delivered to the Owner-Trustee, as obligee, a surety bond, as amended, issued by the Great American Insurance Company, as surety (such Company being hereinafter called the Surety, and such bond being hereinafter called the Bond), with respect to certain obligations of Great American under the Great American Lease.

The Bond provides that, upon the occurrence of certain conditions, if the Owner-Trustee (or its assigns) elects to proceed under the Bond, the Surety may elect to assume (or to have its permitted substitute under the Bond assume) the obligations of Great American under the Great American Lease or, if the Great American Lease has been terminated, to enter into a new lease with the Owner-Trustee pursuant to an Assumption and Assignment Agreement in the form attached to the Bond (such agreement being hereinafter called the Assumption Agreement, and the Great American Lease, the Sublease (together with the Sublease Assignment) and the Assumption Agreement, if executed and delivered by the Owner-Trustee and the Surety or its permitted substitute under the Bond, being hereinafter collectively called the Leases; and the Railroad as sublessee under the Sublease, Great American as lessee under the Great American Lease and the Surety or its permitted substitute under the Bond, in its capacity under the Assumption Agreement, if executed, being hereinafter sometimes individually called a Lessee and collectively the Lessees).

As required under the provisions of the Security Document, the Owner-Trustee agrees to assign for security purposes its rights in, to and under the Leases and the Bond to the Agent.

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

1. Subject to the provisions of Paragraph 10 hereof, the Owner-Trustee hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the Owner-Trustee's obligations under the Security Document, all the Owner-Trustee's right, title and interest, powers, privileges, and other benefits under the Leases and the Bond, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Owner-Trustee from the Lessees under or pursuant to the provisions of the Leases whether as rent, casualty payment, indemnity, liquidated damages, or otherwise, and the immediate right to receive and collect all amounts payable to or receivable by the Owner-Trustee from the Surety under and pursuant to the provisions of the Bond, other than (i) indemnity payments §6 and §23 of the Great American Lease and §6 and §20 of the Sublease

and (ii) payments under the Bond arising with respect to such indemnity payments (all such rights, title, interests, powers, privileges and other benefits, subject to the exclusion of (i) and (ii), 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 any Lease, and to do any and all other things whatsoever which the Owner-Trustee is or may become entitled to do under any Lease or the Bond, including, without limitation, election to proceed under Paragraph 1(b) of the Bond. In furtherance of the foregoing assignment, the Owner-Trustee hereby irrevocably authorizes and empowers the Agent in its own name, or in the name of its nominee, or in the name of the Owner-Trustee or as its attorney, to execute and deliver the Assumption Agreement, to ask, demand, sue for, collect and receive any and all Payments to which the Owner-Trustee is or may become entitled under the Leases and the Bond, and to enforce compliance by the Lessees and Surety with all the terms and provisions thereof.

The Agent agrees to accept for the account of the Owner-Trustee any Payments made by the Lessees or the Surety pursuant to the Leases or the Bond. To the extent received, the Agent will apply such Payments in accordance with the provisions of the first paragraph of Paragraph 10 of the Participation Agreement. If the Agent shall not receive any rental payment under the first paragraph of §3 of the Great American Lease or the Sublease or any payment of Casualty Values under §7 of the Great American Lease or the Sublease when due, the Agent shall promptly notify the Owner-Trustee, the Owner and Great American by telegraphic communication at the address set forth in the Participation Agreement. Failure to so notify the Owner-Trustee, the Owner or Great American shall not affect the rights and remedies of the Agent hereunder or under the Security Document.

2. This Assignment is executed only as security for the obligations of the Owner-Trustee under the Security Document and, therefore, the execution and delivery of this Assignment shall not subject the Agent to, or transfer, or pass, or in any way affect or modify the liability of the Owner-Trustee under the Great American Lease or the Assumption Agreement (if executed and delivered) or of Great American under the Sublease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner-Trustee under the Great American Lease and the Assumption Agreement (if executed and delivered) to Great American or the Surety or its permitted substitute under the Bond, as the case may be, and of Great American under the Sublease to the Railroad shall be and remain enforceable by Great American, the Surety or its permitted substitute under the Bond and the Railroad, as the case may be, and their respective successors and assigns, against, and only

against, the Owner-Trustee, in the case of the Great American Lease and the Assumption Agreement (if executed and delivered) and Great American, in the case of the Sublease, or persons other than the Agent.

3. To protect the security afforded by this Assignment, subject to the provisions of Paragraph 10 hereof, the Owner-Trustee agrees as follows:

(a) The Owner-Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which each Lease provides are to be performed by the Owner-Trustee; without the written consent of the Agent, the Owner-Trustee will not anticipate the rents under any Lease or waive, excuse, condone, forgive or in any manner release or discharge any Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by any such Lessee which are intended to satisfy the obligations of the Owner-Trustee under the Security Document, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating any Lease and the Owner-Trustee agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Owner-Trustee fail to make any payment or to do any act which this Assignment requires the Owner-Trustee to make or do, then the Agent, but without obligation so to do, after first making written demand upon the Owner-Trustee and affording the Owner-Trustee a reasonable period of time within which to make such payment or do such act, but without releasing the Owner-Trustee from any obligation hereunder, may make or do the same in such manner and to such extent as the Owner-Trustee may deem necessary to protect the security provided hereby, 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 Agent, and also the right to perform and discharge each and every obligation, covenant and agreement of the Owner-Trustee contained in any Lease; and in exercising any such powers, the Agent may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner-Trustee will reimburse the Agent for such costs, expenses and fees; provided, however, that the obligations of the Owner-Trustee to make reimbursements under this Paragraph 3 are subject to the last paragraph of Article 4 of the Security Document.

4. Subject to the provisions of Paragraph 10 hereof, the Owner-Trustee does hereby constitute the Agent the Owner-Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Owner-Trustee, 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 Sublease to which the Owner-Trustee is or may become entitled, to enforce compliance by the Sublessee with all the terms and provisions of the Sublease, 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 Agent may reasonably seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Owner-Trustee's obligations under the Lease and the Participation Agreement, this Sublease Assignment and all rights herein assigned to the Agent shall terminate, and all estate, right, title and interest of the Agent and Vendor in and to the Sublease shall revert to the Owner-Trustee, but the Agent shall execute and deliver such documents as the Owner-Trustee may reasonably request in order to confirm, or make clear upon public records, such termination and/or revision.

6. The Owner-Trustee will, from time to time, do and perform any other act and will execute, acknowledge, and deliver any and all further instruments required by law or reasonably requested by the Agent in order to confirm or further assure the interests of the Agent hereunder.

7. The Agent may assign all or any of the rights assigned to it hereby or arising under the Leases and the Bond, 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 Agent hereunder. The Agent will give written notice to the Owner-Lessee and each Lessee of any such assignment.

8. This Assignment shall be governed by the laws of the State of Utah, but the parties shall be entitled to all rights conferred by 49 U.S.C. §11303.

9. The Owner-Trustee shall cause copies of all notices received in connection with the Leases and the Bond and all payments thereunder to be promptly delivered or made to the Agent at its address set forth in Article 20 of the Security Document, or at such other address as the Agent shall designate.

10. The Agent hereby agrees with the Owner-Trustee that (i) so long as no event of default, or any event which with lapse of time or notice or both would constitute such an event of default, under the Security Document has occurred and is then continuing, the Agent will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner-Trustee to the Agent by this Assignment, except the right to receive, forward and apply the Payments as provided in Paragraph 1 hereof, the right to execute and deliver the Assumption Agreement as attorney for the Owner-Trustee as provided in Paragraph 1 hereof and the right to elect to proceed under the Bond pursuant to Paragraph 1(b) thereof, that (ii) subject to the terms of the Leases, the Bond and the Security Document, the Owner-Trustee may, so long as no event of default or event which with notice or lapse of time or both would constitute such an event of default under the Security Document has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of subparagraph (a) of the first paragraph of §10 of the Great American Lease and the Sublease and that (iii) if an Event of Default under the Bond shall have occurred and be continuing, the Agent shall, within ten days of receipt of the written request of the Owner-Trustee so to do, give the required notice to the Surety of election to proceed under the Bond pursuant to Paragraph 1(b) thereof and, if the Agent shall fail to do so, the Owner-Trustee may give such required notice; provided, however, the Owner-Trustee shall not, without the prior written consent of the Agent, terminate any Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of said §10.

11. No recourse shall be had in respect of any obligation due under this Assignment, or referred to herein, against any incorporator, stockholder, director or officer, as such, past, present future, of the Owner-Trustee, the Agent, any Investor or the Owner, whether by virtue of any constitutional provision, statute or otherwise, of incorporators, stockholders, directors, officers, as such, or beneficiaries being forever released as a condition of and as consideration for the execution of this Assignment.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, undertakings and agreements herein made on the part of the Owner-Trustee are each and every one of them made and intended not as personal representations, undertakings and agreements by the Owner-Trustee, or for the purpose or with the intention of binding the Owner-Trustee

personally but are made and intended for the purpose of binding only the Trust Estate (as defined in the Trust Agreement) and this Assignment is executed and delivered by the Owner-Trustee solely in the exercise of the powers expressly conferred upon the Owner-Trustee as Owner-Trustee under the Trust Agreement; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Owner-Trustee or the Owner on account of any representation, undertaking or agreement hereunder of the Owner-Trustee, or the Owner, either expressed or implied, except for their respective obligations under the proviso to the last paragraph of Article 12 of the Security Document and subparagraph (a) of the third paragraph of Article 4 of the Security Document; all such personal liability, if any, being expressly waived and released by the Agent and by all persons claiming by, through or under the Agent; provided, however, that the Agent or any person claiming by, through or under the Agent, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

FIRST SECURITY STATE BANK, not in its individual capacity, but solely as Owner-Trustee,

by _____
Authorized Officer

[Corporate Seal]

Attest: _____
Authorized Officer

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Agent,

by _____
Authorized Officer

[Seal]

Attest: _____
Authorized Officer

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 13th day of ~~October~~ November R R M, before me personally appeared ROBERT B. CLARK, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, 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 By-laws, and she/he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Randy R. Marchant
Notary Public

[Notarial Seal]

My Commission Expires 2-8-82

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 13th day of ~~October~~ November R R M, before me personally appeared Mary Paxman McBee, to me personally known, who, being by me duly sworn, says that she/he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws and she/he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Randy R. Marchant
Notary Public

[Notarial Seal]

My Commission Expires 2-8-82

LESSEE'S (GREAT AMERICAN'S) CONSENT AND AGREEMENT

The undersigned, GAMS TRANSPORTATION, INC., a corporation duly incorporated under the laws of the State of Ohio, the Lessee named in the Great American Lease (hereinafter called the Lease) referred to in the foregoing Assignment of Lease, Reassignment of Sublease, Assignment of Surety Bond and Agreement (hereinafter called the Assignment), and the Sublessor named in the Sublease and Sublease Assignment referred to in the Assignment (hereinafter collectively called the Sublease) hereby acknowledges receipt of a copy of the Assignment, consents to all the terms and conditions of the Assignment and agrees:

(1) subject to the terms and conditions of the Assignment, the Sublessee will pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease and assigned to the Agent by the Assignment (which moneys are hereinafter called the Payments) due and to become due to First Security State Bank, not in its individual capacity, but solely as Owner-Trustee for General Electric Credit Corporation (hereinafter called the Owner-Trustee) under the Lease in respect of the Units leased thereunder, directly to First Security Bank of Utah, N.A., as agent (hereinafter called the Agent) under the Participation Agreement referred to in the Assignment, to be applied as provided in the first paragraph of Paragraph 10 of the Participation Agreement, to its address at 79 South Main Street (Suite 310), Salt Lake City, Utah 84111, attention of Trust Division, Corporate Trust Department (or to such other address as may be furnished in writing to the undersigned by the Agent);

(2) subject to the terms and conditions of the Assignment, that the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the undersigned under the Lease and the Sublease as though the Agent were named therein as the Owner-Trustee and the Sublessor, respectively;

(3) that the Agent shall not, by virtue of the Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease, the Sublease or otherwise;

(4) that neither the Lease nor the Sublease (except as permitted under the Sublease Assignment referred to in the

foregoing Assignment) shall, without the prior written consent of the Agent, be amended, terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in an alteration or impairment of the obligations of the Owner-Trustee under the Security Document, the obligations of the Owner-Trustee under the Assignment or the obligations of Great American under this Consent and Agreement or of any of the rights created by any thereof; and

(5) that it will (i) execute, deliver and/or furnish all notices, certificates, communications, instruments, agreements, legal opinions and other documents and papers required to be executed, delivered and/or furnished by it (or its counsel) pursuant to the provisions of the Security Document and (ii) do all such acts and execute and deliver all such further assurances required to be done and/or executed and delivered by it pursuant to the provisions of any thereof.

This Consent and Agreement may be executed in several counterparts, each of which when so exeucted shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent and Agreement, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Ohio and, for all purposes, shall be constured in accordance with the laws of said State.

Dated as of March 21, 1980

GAMS TRANSPORTATION, INC.,

by _____
Authorized Officer

[redacted]

Attest:

_____
Authorized Officer

Accepted:

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as agent under the Participation Agreement referred to above,

by _____
Authorized Officer

[SEAL]

Attest:

_____
Authorized Officer

LESSEE'S (RAILROAD'S) CONSENT AND AGREEMENT

The undersigned, the Sublessee named in the Sublease and Sublease Assignment and Consent and Agreement attached thereto referred to in the foregoing Assignment of Lease, Reassignment of Sublease, Assignment of Surety Bond and Agreement (hereinafter called the Assignment and the Sublease, the Sublease Assignment, and the Consent and Agreement attached thereto being hereinafter collectively called the Sublease), hereby acknowledges receipt of a copy of the Assignment, consents to all the terms and conditions of the Assignment and agrees that:

(1) subject to the terms and conditions of the Assignment, to pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Sublease and assigned to the Agent by the Assignment (which moneys are hereinafter called the Payments) due and to become due to First Security State Bank, not in its individual capacity, but solely as Owner-Trustee for General Electric Credit Corporation (hereinafter called the Owner-Trustee) under the Lease in respect of the Units leased thereunder, directly to First Security Bank of Utah, N.A., as agent (hereinafter called the Agent) under the Participation Agreement referred to in the Assignment, to be applied as provided in the first paragraph of Paragraph 10 of the Participation Agreement, to its address at 79 South Main Street (Suite 310), Salt Lake City, Utah 84111, attention of Trust Division, Corporate Trust Department (or to such other address as may be furnished in writing to the undersigned by the Agent);

(2) subject to the terms and conditions of the Assignment, that the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the undersigned under the Sublease as though the Agent were named therein as the Sublessor;

(3) the Agent shall not, by virtue of the Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Sublease or otherwise;

(4) if an Event of Default or an event which with notice or lapse of time or both would constitute such an Event of Default under the Lease referred to in the foregoing Assignment shall have occurred and be continuing, the Sublease shall not, without the prior written consent of the Agent, be amended, terminated (other than pursuant to the

second paragraph of §4 thereof) or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in any alteration or impairment of the obligations of the undersigned under the Sublease which are intended to satisfy the obligations of the Owner-Trustee under the Security Document, the obligations of the Owner-Trustee under the Assignment, the obligations of the Sublessor under the Sublease Assignment or the obligations of the undersigned under this Consent and Agreement or of any of the rights created by any thereof; and

(5) that it will (i) execute, deliver and/or furnish all notices, certificates, communications, instruments, agreements, legal opinions and other documents and papers required to be executed, delivered and/or furnished by it (or its counsel) pursuant to the provisions of the Security Document and (ii) do all such acts and execute and deliver all such further assurances required to be done and/or executed and delivered by it pursuant to the provisions of any thereof.

This Consent and Agreement may be executed in several counterparts, each of which when so exeucted shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent and Agreement, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Illinois and, for all purposes, shall be constured in accordance with the laws of said State.

Dated as of MARCH 21, 1980

[redacted]

Chicago Northwestern
Transportation Company

ATTEST:
[redacted]:

Joan A. Schramm
asst Secy

Accepted:

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as agent under
the Participation Agreement
referred to above,

by Mary P. McG
Authorized Officer

[SEAL]

Attest:

R. Schulzer
Authorized Officer

SURETY'S CONSENT AND AGREEMENT

The undersigned, GREAT AMERICAN INSURANCE COMPANY, a corporation duly incorporated under the laws of the State of Ohio, the Surety named in the Bond (hereinafter called the Bond) referred to in the foregoing Assignment of Lease, Reassignment of Sublease, Assignment of Surety Bond and Agreement (hereinafter called the Assignment), and the party which may execute and deliver the Assumption Agreement referred to in the foregoing Assignment, hereby acknowledges receipt of a copy of the Assignment, consents to all the terms and conditions of the Assignment and agrees:

(1) subject to the terms and conditions of the Assignment, to pay or cause to be paid all payments, rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Assumption Agreement (if executed and delivered) and the Bond and assigned to the Agent by the Assignment (which moneys are hereinafter called the Payments) due and to become due to First Security State Bank, not in its individual capacity, but solely as Owner-Trustee for General Electric Credit Corporation (hereinafter called the Owner-Trustee) under the Bond and the Assumption Agreement (if executed and delivered), directly to the First Security Bank of Utah, N.A., as agent (hereinafter called the Agent) under the Participation Agreement referred to in the Assignment, to be applied as provided in the first paragraph of Paragraph 10 of the Participation Agreement, to its address at 79 South Main Street (Suite 310), Salt Lake City, Utah 84111, attention of Trust Division, Corporate Trust Department (or to such other address as may be furnished in writing to the undersigned by the Agent);

(2) subject to the terms and conditions of the Assignment, that the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the undersigned under the Bond and the Assumption Agreement (if executed and delivered) as though the Agent were named therein as the Owner-Trustee;

(3) that the Agent shall not, by virtue of the Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Bond or the Assumption Agreement (if executed and delivered) or otherwise;

(4) that neither the Bond nor the Assumption Agreement (if executed and delivered) shall, without the prior written consent of the Agent, be amended, terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in any alteration or impairment of the obligations of the Surety under the Bond or the Assumption Agreement (if executed and delivered);

(5) that it will (i) execute, deliver and/or furnish all notices, certificates, communications, instruments, agreements, legal opinions and other documents and papers required to be executed, delivered and/or furnished by it (or its counsel) pursuant to the provisions of the Bond and the Assumption Agreement and (ii) do all such acts and execute and deliver all such further assurances required to be done and/or executed and delivered by it pursuant to the provisions of any thereof.

This Consent and Agreement may be executed in several counterparts, each of which when so exeucted shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent and Agreement, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Ohio and, for all purposes, shall be constured in accordance with the laws of said State.

Dated as of 3/21/80

GREAT AMERICAN INSURANCE COMPANY

by _____
Authorized Officer

[CORPORATE SEAL]

Attest:

_____
Authorized Officer

Accepted:

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as agent under
the Participation Agreement
referred to above,

by _____
Authorized Officer

[SEAL]

Attest:

_____
Authorized Officer