November 25, 1980

Interstate Commerce Commission
Washington,
D. C.

Dear Sir or Madam:

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and six counterpart copies of the following documents:

(1) Conditional Sale Agreement, dated as of October 1, 1980, between FMC Corporation (Vendor), and Exchange National Bank of Chicago, as trustee (Purchaser); Agreement and Assignment, dated as of October 1, 1980, between FMC Corporation (Assignor), and La Salle National Bank (Assignee).

(2) Railroad Equipment Lease, dated as of October 1, 1980, between Exchange National Bank of Chicago, as trustee (Lessor), and Chicago and North Western Transportation Company (Lessee); Assignment of Lease and Agreement, dated as of October 1, 1980, between Exchange National Bank of Chicago (Assignor), and La Salle National Bank (Assignee).

(3) Conditional Sale Agreement, dated as of October 2, 1980, between FMC Corporation (Vendor), and Exchange National Bank of Chicago, as trustee (Purchaser); Agreement and Assignment, dated as of October 2, 1980, between FMC Corporation (Assignor), and La Salle National Bank (Assignee).

(4) Railroad Equipment Lease, dated as of October 2, 1980, between Exchange National Bank of Chicago, as trustee (Lessor), and Chicago and North Western Transportation Company (Lessee); Assignment of Lease and Agreement, dated as of October 2, 1980, between Exchange National Bank of Chicago (Assignor), and La Salle National Bank (Assignee).

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

The undersigned is the Lessor mentioned in the enclosed documents, and has knowledge of the matters set forth therein.

RECORDATION NO. 12450 Filed 1425
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INTERSTATE COMMERCE COMMISSION
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Please return the original and six copies of the enclosed documents to Matthew A. Gabel, Csaplar and Bok, 235 Montgomery Street, Suite 450, San Francisco, California, 94104.

Also enclosed is a check in the amount of $240. covering the required recording fee.

Very truly yours,

EXCHANGE NATIONAL BANK OF
CHICAGO, as trustee

By _____
Vice President

Its _____
Lessor as aforesaid

Enclosures

RECORDATION NO. 12450-A Filed 1425

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INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT

between

FMC CORPORATION

and

LA SALLE NATIONAL BANK OF CHICAGO,
as agent

Dated as of October 2, 1980

AGREEMENT AND ASSIGNMENT, dated as of October 2, 1980 (this Agreement), between FMC CORPORATION, a Delaware corporation (the Builder), having an address at 4700 Northwest Front Avenue, P.O. Box 3616, Portland, Oregon 97208, and LA SALLE NATIONAL BANK, a national banking association (the Assignee), having an address at 135 South La Salle Street, Chicago, Illinois 60690, as agent under a Participation Agreement, dated October 1, 1980 (the Participation Agreement).

PRELIMINARY STATEMENT

The Builder and Exchange National Bank of Chicago, acting not in its individual capacity but solely as trustee (the Trustee) under a Trust Agreement, dated as of the date hereof (the Trust Agreement), for the benefit of UNITED BANK OF DENVER NATIONAL ASSOCIATION, a national banking association (the Owner), as owner, have entered into a Conditional Sale Agreement, dated as of the date hereof (the Purchase Agreement), providing for the construction and sale by the Builder and the purchase by the Trustee, on the conditions therein set forth, of the railroad equipment described in Schedules A and B to the Purchase Agreement. The Trustee and Chicago and North Western Transportation Company, a Delaware corporation (the Lessee), have entered into a Railroad Equipment Lease, dated as of the date hereof (the Lease), providing for the lease to the Lessee of such units of such railroad equipment as are delivered to and accepted by the Trustee pursuant to the Purchase Agreement (severally called a Unit and collectively called the Equipment).

NOW, THEREFORE, for good and valuable consideration paid by the Assignee to the Builder, the receipt and sufficiency of which are hereby acknowledged, and in consideration of their mutual covenants herein contained, the parties hereto agree as follows:

1. (a) The Builder hereby assigns, transfers and sets over unto the Assignee and its successors and assigns:

(i) all right, title and interest of the Builder in and to each Unit, when and as severally delivered to and accepted by the Trustee, subject to payment to the Builder of the amounts required to be paid by the Assignee pursuant to Paragraph 4 and of the amounts due from the Trustee under subparagraph (a) to Article 4.3 of the Purchase Agreement;

(ii) all right, title and interest of the Builder in and to the Purchase Agreement (except the right to construct and deliver the Equipment and the right to receive the payments specified in subparagraph (a) of Article 4.3 thereof and reimbursement for taxes paid or incurred by the Builder); and, except as aforesaid, in and to all amounts which may be or become due or owing to the Builder under the Purchase Agreement on account of the indebtedness in respect of the Purchase Price (as defined in the Purchase Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Trustee under the Purchase Agreement, other than those hereinabove excluded; and

(iii) except as limited by subparagraph (ii) above, all rights, titles, powers, privileges, interests and remedies of the Builder under the Purchase Agreement (including the security title and interest in the Equipment created by the Purchase Agreement); but without any recourse hereunder, however, against the Builder for or on account of the failure of the Trustee to make any payment provided for in, or otherwise to comply with, the Purchase Agreement. This Agreement, however, shall neither subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to deliver the Equipment in accordance with the Purchase Agreement or the obligations of the Builder with respect to its warranties and agreements referred to in Article 13 of the Purchase Agreement nor relieve the Trustee from its obligations to the Builder contained in Articles 2, 3, 4, 6 and 13 of the Purchase Agreement, it being agreed that, notwithstanding this Agreement or any subsequent assignment pursuant to Article 14 of the Purchase Agreement, all obligations of the Builder to the Trustee with respect to the Equipment shall be and remain enforceable by the Trustee and its successors and assigns against and only against the Builder.

(b) In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Assignee, in the name of the Assignee or its nominee, or in the name of the Builder and as its attorney hereby irrevocably constituted, to ask, demand, sue for, collect, receive and enforce any sums to which the Assignee is or may become entitled under this Agreement and compliance by the Trustee with the terms and agreements on its part to be performed under the Purchase Agreement, but at the expense and liability and for the sole benefit of the Assignee.

2. The Builder, in accordance with the Purchase Agreement, shall construct the Equipment and deliver it upon completion to the Trustee. Notwithstanding this Agreement, the Builder shall perform and fully comply with each covenant and condition of the Purchase Agreement to be performed and complied with by the Builder. The Builder warrants to the Assignee and the Trustee that, at the time of delivery by the Builder to the Trustee of each Unit under the Purchase Agreement, the Builder shall have legal title to such Unit and good and lawful right to sell such Unit and such Unit shall be free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Trustee under the Purchase Agreement, the rights of the Assignee hereunder and the rights of the Lessee under the Lease; and the Builder agrees to defend the title to such Unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such Unit by the Builder under the Purchase Agreement; all subject, however, to the Purchase Agreement and the rights of the Trustee thereunder. The Builder will not deliver any Unit to the Trustee under the Purchase Agreement until the Purchase Agreement, this Agreement, the Lease and the Lease Assignment (as defined in the Participation Agreement) have been filed in accordance with 49 U.S.C. Section 11303 and deposited in accordance with Section 86 of the Railway Act of Canada.

3. (a) In any suit, proceeding or action brought by the Assignee under the Purchase Agreement for any instalment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment or to enforce any provision of the Purchase Agreement, the Builder will indemnify, protect and hold harmless the Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Trustee or the Lessee and arising out of a breach by the Builder of any obligation with respect to the Equipment or the construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising on account of any other indebtedness or liability at any time owing to the Trustee or the Lessee by the Builder. The Builder's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon the Assignee's timely notification to the Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

(b) Except in cases of articles or materials specified by the Lessee and not manufactured by the Builder and designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by the Builder, the Builder, except as otherwise specifically provided in Schedule A to the Purchase Agreement, will indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use, in or about the construction or operation of any Unit, of any design, system, process, formulae, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to the Builder of any claim actually known to the Assignee which is based upon any such alleged infringement; and will give the Builder the right, at the Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts which are payable to the Builder by the Trustee or the Lessee with respect to the Equipment, whether pursuant to the Purchase Agreement or otherwise, and which are not hereby assigned to the Assignee shall not be secured by any lien, charge or security interest upon any Unit.

4. (a) The Assignee, on each Closing Date (which shall occur not later than April 30, 1981) fixed as provided in Article 4 of the Purchase Agreement with respect to a Group (as defined in Article 4 of the Purchase Agreement), shall pay to the Builder, subject to the conditions and limitations set forth in the Participation Agreement and the Purchase Agreement, an amount equal to the portion of the Purchase Price of the Group then being settled for as shown on the Builder's Invoice therefor which, under subparagraph (b) of Article 4.3 of the Purchase Agreement, is payable in instalments, provided that there shall have been delivered to the Assignee on or prior to such Closing Date the following documents, in form and substance satisfactory to it and to Messrs. Csaplar & Bok, special counsel to the Assignee:

(i) a bill or bills of sale from the Builder to the Assignee, (A) dated the date of delivery of such bills of sale, (B) transferring to the Assignee the security title and security interest of the Builder in the Units in such Group, (C) warranting to the Assignee and to the Trustee that, at the time of delivery to the Trustee of such Units under the

Purchase Agreement, the Builder had legal title to such Units and good and lawful right to sell such Units, and such Units were free of all claims, liens, security interests and other encumbrances of any nature except the rights of the Trustee under the Purchase Agreement, the rights of the Assignee under this Agreement and the rights of the Lessee under the Lease, and (D) covenanting to defend the title to such Units against demands of all persons whomsoever based on claims originating prior to the delivery of such Units by the Builder to the Trustee under the Purchase Agreement;

(ii) Certificates of Inspection and Acceptance on behalf of the Trustee and the Lessee with respect to the Units in such Group as contemplated by Article 3 of the Purchase Agreement and Paragraph 2 of the Lease;

(iii) an Invoice (as defined in the Purchase Agreement) for the Units in such Group accompanied by or having endorsed thereon a certification by the Trustee and the Lessee as to their approval thereof;

(iv) an opinion of counsel for the Builder, dated such Closing Date and addressed to the Assignee and the Trustee, to the effect that the bill or bills of sale described in clause (i) above have been duly authorized, executed and delivered by the Builder and are valid and effective to vest in the Assignee the security title and security interest of the Builder in the Units in such Group, free from all claims, liens, security interests and other encumbrances (other than those of the Assignee created by the Purchase Agreement and this Agreement and the rights of the Lessee under the Lease) arising from, through or under the Builder; and

(v) a receipt from the Builder for any payment (other than the payment being made by the Assignee pursuant to this Paragraph 4(a)) required to be made on such Closing Date to the Builder with respect to the Units in such Group, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Trustee.

(b) The obligation of the Assignee hereunder to make payment for any Units assigned hereunder is hereby expressly conditioned upon the Assignee's having on deposit, pursuant to the Participation Agreement, sufficient funds available to make such payment, and upon payment by the Trustee of the amount required to be paid by it pursuant to subparagraph (a) of Article 4.3 of the Purchase Agreement. If the Assignee shall not make any such payment, the Assignee shall reassign to the Builder, without recourse to the Assignee, all

right, title and interest of the Assignee in and to the Units with respect to which such payment has not been made.

5. The Assignee may assign, in accordance with the Participation Agreement, all or any of its rights under the Purchase Agreement, including the right to receive any payments due or to become due to it from the Trustee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees, to the extent of such assignment and upon giving the written notice required in Article 14 of the Purchase Agreement, shall enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

6. The Builder hereby:

(i) represents and warrants to the Assignee, the Trustee, the Lessee and their respective successors and assigns that the Purchase Agreement and this Agreement were duly authorized by it and lawfully executed and delivered by it for a valid consideration; that, assuming due authorization, execution and delivery by the other parties thereto, the Purchase Agreement and this Agreement are, insofar as the Builder is concerned, legal, valid and binding agreements of the Builder and enforceable in accordance with their respective terms; that the Purchase Agreement is now in force without amendment thereto; and that no authorization or approval from, consent of or filing, registration or qualification with any governmental or public body or authority of the United States of America, any of the states thereof or the District of Columbia is necessary for the execution, delivery and performance by the Builder of the Purchase Agreement or this Agreement;

(ii) agrees, from time to time upon request of the Assignee or its successors or assigns, to make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts and things as may be necessary and appropriate to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(iii) agrees, upon request of the Assignee or any successor or assignee, to execute any and all instruments which may be necessary or proper to discharge of record the Purchase Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment.

7. (a) This Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; but the parties shall be entitled also to the rights conferred by 49 U.S.C. Section 11303, such additional rights arising out of the filing or depositing of the Purchase Agreement and this Agreement as shall be conferred by the laws of the several jurisdictions in which the Purchase Agreement or this Agreement shall be filed or deposited or in which any Unit shall be located, and any rights arising out of the marking on the Equipment.

(b) This Agreement may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. It shall not be necessary that any counterpart be signed by all parties hereto so long as each party hereto shall have executed and delivered one counterpart hereof.

(c) Although for convenience this Agreement is dated as of the date first above written, the actual dates of execution by the parties hereto are the dates stated in the acknowledgments hereto.

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

FMC CORPORATION

By _____
Vice President

[Corporate Seal]

Attest:

_____
Assistant Secretary

LA SALLE NATIONAL BANK,
as Agent

By _____
Authorized Officer

[Corporate Seal]

Attest:

_____
Authorized Officer

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of October 1, 1980.

EXCHANGE NATIONAL BANK OF CHICAGO,
not in its capacity but solely as
trustee under that certain Trust
Agreement, dated as of October <>, 1980,
between Exchange National Bank of
Chicago and [Owner]

By _____
Authorized Officer

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

On this 24 day of November, 1980, before me personally appeared Daniel C. Smith, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of FMC CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that he executed the foregoing instrument as a free act and deed of said Corporation for the purposes set forth therein.

G. R. Kirk
Notary Public

My Commission Expires:
10/26/83

[Notarial Seal]

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

On this 26th day of November, 1980, before me personally appeared JOHN P. CREAN VICE PRESIDENT, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of LA SALLE NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that he executed the foregoing instrument as a free act and deed of said Corporation for the purposes set forth therein.

Loretta Harris
Notary Public

My Commission Expires:

My Commission Expires July 12, 1984

[Notarial Seal]

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

On this 26 day of November, 1980, before me personally appeared MICHAEL D. GOODMAN, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that he executed the foregoing instrument as a free act and deed of said Corporation for the purposes set forth therein.

Margaret Hanlon
Notary Public

My Commission Expires: 2/25/82

[Notarial Seal]