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INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 2044-189]

ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of October 25, 1981

between

FIRST SECURITY STATE BANK,
not individually but solely in its capacity
as Trustee

and

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

RL

ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 25, 1981, by and between FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement, dated as of the date hereof (the "Trust Agreement") with LITTON EQUITY INVESTMENTS, ALPHA INC. (the "Owner"), and FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as Agent (the "Vendor") under a Participation Agreement dated as of the date hereof.

The Vendee and the Vendor have entered into a Reconstruction and Conditional Sale Agreement dated as of the date hereof (the "RCSA") with Seaboard Coast Line Railroad Company (the "Lessee"), in its capacity as builder, providing for the sale to the Vendee of the security title of the Vendor in such units of railroad equipment (the "Units") described in Schedule A thereto as are delivered to and accepted by the Vendee thereunder.

The Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of the date hereof (the "Lease") providing for the leasing by the Vendee to the Lessee of the Units.

In order to provide security for the obligations of the Vendee under the RCSA and for certain obligations of the Vendee and the Owner under the Participation Agreement and the Lessee under the Lease and as an inducement to the Vendor to invest in the CSA Indebtedness (as that term is defined in the RCSA), the Vendee has agreed to assign for security purposes its rights in, to and under the Lease to the Vendor.

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

1. The Vendee hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of (i) the obligations of the Vendee under the RCSA, (ii) the obligations of the Vendee and the Owner under the Participation Agreement and (iii)

those obligations of the Lessee under the Lease referred to in subparagraph (c) of the second paragraph of this Section 1, all the Vendee's right, title and interest, powers, privileges, and other benefits under the Lease (subject to Sections 10 and 11 hereof) including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Vendee from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payment, indemnity, liquidated damages, or otherwise (such moneys, other than Excluded Payments (as hereinafter defined), 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 the Lease, and to do any and all other things whatsoever which the Vendee is or may become entitled to do under the Lease. Notwithstanding the foregoing, the Vendee does not assign to the Vendor, and the Vendor shall have no right or interest in or to, Excluded Payments. As used herein, the term "Excluded Payments" shall mean (i) payments by the Lessee to the Owner for its own account or to the Vendee for its own account pursuant to Sections 5 and 8 of the Lease and the fourth paragraph of Article 9 of the RCSA, and (ii) any proceeds payable under liability insurance policies to or for the benefit of the Owner or the Vendee for its own account. In furtherance of the foregoing assignment and subject to Sections 10 and 11 hereof, the Vendee hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Vendee or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Vendee is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Lessee for the account of the Vendee pursuant to the Lease. To the extent received the Vendor will apply such Payments as follows:

(a) to satisfy the obligations of the Vendee under the RCSA which are due and payable at the time such Payments are due and payable under the Lease or which become due and payable while such Payments are held as collateral security by the Vendor pursuant to the third and fourth paragraphs of this Section 1;

(b) to satisfy any obligations of the Owner and the Vendee under provisions of the Participation Agreement;

(c) if an Event of Default under the Lease (or an event which with notice or lapse of time, or both, could constitute such an Event of Default) shall have occurred and be continuing (unless such Event of Default shall have been cured by the Vendee as provided in Article 11(f) of the RCSA), (i) to satisfy any obligations of the Lessee under any provision of the Lease to the Vendor or any Investor and (ii) to satisfy any obligations of the Lessee, or to effect performance by the Lessee, under Sections 5, 6, 8, 9, 10 and 11 of the Lease; provided, however, that no Payment shall be applied as provided in clause (i) or (ii) (other than with respect to Section 9) until at least 30 days after the Vendor shall have demanded that the Lessee satisfy such obligation or effect such performance; and

(d) if no event of default under the RCSA or Event of Default under the Lease (or any event which with notice or lapse of time, or both, could constitute such an event of default or Event of Default) shall have occurred and be continuing, any balance shall be paid to the Vendee, or to such other person as the Vendee may direct in writing, in the type of funds received by the Vendor at such address as the Vendee may direct in writing.

All Payments received by the Vendor (and not applied pursuant to the second paragraph of this Section 1) which, but for the existance of an Event of Default under the Lease (or an event which with notice or lapse of time, or both, could constitute such an Event of Default) would be distributable, shall be held by the Vendor as part of the collateral security for the Vendee's obligations under the RCSA, the Owner's and the Vendee's obligations under the Participation Agreement and the Lessee's obligations and performance under the Lease (as described in subparagraph (c) of the second paragraph of this Section 1) until the earlier of

(i) application of such Payments pursuant to sub-paragraph (a), (b) or (c) of the second paragraph of this Section 1,

(ii) such time or such Event of Default or event shall cease to be continuing, or

(iii) 180 days after the Vendor's receipt of such Payment, unless prior to expiration of such 180-day period the Vendor either (A) shall have commenced using reasonable efforts (which under no circumstances shall be deemed to require termination of the Lease) to enforce the Lessee's compliance with its underlying obligation giving rise to such Event of Default or event or (B) shall have authorized the Vendee to seek compliance by the Lessee with such obligation (which authorization shall in no circumstances include the right to terminate the Lease),

at which time such Payments (if not previously applied pursuant to clause (i) above) shall be paid to the Vendee pursuant to subparagraph (d) of the second paragraph of this Section 1.

All Payments received by the Vendor (and not applied pursuant to the second paragraph of this Section 1) which, but for the existance of an event of default under the RCSA (or an event which with notice or lapse of time, or both, could constitute such an event of default) would be distributible, shall be held by the Vendor as part of collateral security for the Vendee's obligations under the RCSA, the Owner's and the Vendee's obligations under the Participation Agreement and the Lessee's obligations and performance under the Lease (as described in subparagraph (c) of the second paragraph of this Section 1) until such event of default or event shall cease to be continuing, at which time such Payments (if not previously applied pursuant to subparagraph (a), (b) or (c) of this Section 1), shall be paid to the Vendee pursuant to subparagraph (d) of the second paragraph of this Section 1.

Notwithstanding anything to the contrary contained herein, Excluded Payments are not part of the collateral security for the Vendor or the Investors and any Excluded Payment received by the Vendor or any Investor shall be immediately paid to the Vendee or the Owner, as the case may be.

If the Vendor shall not receive any payment under Sections 2, 5, 6, 8 or 12 of the Lease when due, the Vendor

shall, on the date due, notify the Vendee, the Owner and the Lessee, by telephone, confirmed in writing, at the respective addresses set forth in the Lease; provided, however, that the failure of the Vendor so to notify the Vendee, the Owner and the Lessee shall not affect the obligations of the Vendee hereunder or under the RCSA or the Lessee under the Lease or the Consent and Agreement attached hereto; provided further, however, that the Vendor shall not issue a Declaration of Default (as defined in the RCSA) or terminate the Lease under Article 11(a) or the last proviso to Article 11(f) of the RCSA until 10 days after such notice.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify the liability of the Vendee under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Vendee to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Vendee or persons other than the Vendor.

3. To protect the security afforded by this Assignment the Vendee agrees subject to Paragraphs 10 and 11 hereof, that, without the written consent of the Vendor, the Vendee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Lease and the Vendee agrees that any amendment, modification or termination thereof without such consent shall be void.

4. Subject to Paragraphs 10 and 11 hereof, the Vendee does hereby constitute the Vendor the Vendee's true and lawful attorney, irrevocably, with full power (in the name of the Vendee, or otherwise), to ask, require, demand, and receive, any and all Payments due and to become due under or arising out of the Lease to which the Vendee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, 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 the Vendor may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Vendee's obligations under the RCSA and the Participation Agreement (without giving effect to any limitations on liability contained therein) and the Lessee's obligations to the Vendor and the Investor under any provisions of the Lease, this Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Vendee.

6. The Vendee will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file (and will refile) any and all further instruments required by law and reasonably requested by the Vendor in order to confirm or further assure, the interests of the Vendor hereunder.

7. The Vendor may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder; provided, however, the Vendee and the Lessee shall not be bound to honor such assignment until they have received written notice thereof. Payment to the assignee of any Payments shall constitute full compliance with the terms of this Agreement and the Lease. The Vendee and the Lessee may rely on instruments and documents of assignment which they believe in good faith to be true and authentic.

8. The terms of this Assignment and all rights and obligations hereunder shall be governed by and construed in accordance with 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 Vendee shall cause copies of all notices received by it in connection with the Lease and all payments hereunder to be promptly delivered or made to the Vendor at its address set forth in Article 20 of the RCSA, or at such other address as the Vendor shall designate.

10. The Vendor hereby agrees with the Vendee that the Vendor will not, so long as neither an event of default under the RCSA nor an Event of Default under the Lease has occurred and is continuing, exercise or enforce, or seek to

exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Vendee to the Vendor by this Assignment without the prior written consent of the Vendee except the right to receive and apply the Payments as provided in Paragraph 1 hereof and to enforce any right, power, agreement or indemnity under the Lease, and that, subject to the terms of the Lease and the RCSA, the Vendee may, so long as neither an event of default under the RCSA nor an Event of Default under the Lease has occurred and is continuing, exercise or enforce, or seek to exercise or enforce or avail itself enforce or avail itself of, such rights, powers, privileges, authorizations or benefits; provided, however, that the Vendee shall not, and shall not have any authority to, take any action which would terminate the Lease without the prior written consent of the Vendor.

11. Notwithstanding anything herein to the contrary, (a) unless and until an event of default under the RCSA shall have occurred and is continuing, the Vendee shall have the right, without the concurrence of the Vendor, to adjust the rentals and Casualty Value percentages pursuant to Section 2 of the Lease and to exercise the rights of the Lessor under Sections 12 and 13 of the Lease; (b) at all times the Vendee may (without the concurrence of the Vendor) receive all notices, certificates, opinions of counsel and other documents and information to be furnished to the Lessor or the Vendee under the Lease; (c) at all times the Vendee shall have the right to proceed by appropriate court action or actions either at law or in equity to enforce performance by the Lessee of its obligations with respect to Excluded Payments or to recover damages for the breach thereof as provided in Section 9(a) of the Lease but may not declare an Event of Default under or terminate the Lease; and (d) at all times the Vendee may exercise the rights of the Vendee under the last paragraph of Section 6 of the Lease. The Vendor may not at any time, without the consent of the Owner, amend, modify or supplement, or give or accept any waiver or consent with respect to, the Lease so as to increase the liabilities or diminish the immunities of the Owner or reduce the amount or extend the time or payment of any Excluded Payment then due and payable or change any of the circumstances under which such Excluded Payments are payable.

Notwithstanding any other provision of this Assignment, it is expressly agreed by the parties hereto that each and all of the warranties, representations, undertakings and agreements herein made on the part of the Vendee are made and intended not as personal representa-

tions, warranties, undertakings and agreements by First Security State Bank or for the purpose or with the intention of binding said bank or the Owner personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement), and this Assignment is executed and delivered by said bank solely in the exercise of the powers expressly conferred upon said bank as trustee under the Trust Agreement, and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said bank (except for wilful misconduct or gross negligence on the part of said bank) or the Owner hereunder on account of any representation, warranty, undertaking or agreement of said bank hereunder, either expressed or implied, all such personal liability (except as aforesaid), if any, being expressly waived and released by the Vendor and by all persons claiming by, through or under the Vendor; provided, however, that the Vendor or any person claiming by, through or under it making claim hereunder may look to said Trust Estate for satisfaction of the same.

12. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Vendor shall be deemed to be the original counterpart. It is not necessary that the parties hereto all sign the same counterpart as long as each party shall sign a counterpart and such counterpart is delivered to the Vendor or its counsel, whereupon this Agreement shall become effective.

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

[Seal]

by

_____
Authorized Officer

Attest:

_____
Authorized Officer

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

by

_____
Authorized Officer

[Corporate Seal]

Attest:

_____
Authorized Officer

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

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that 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, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[Notarial Seal]

My Commission Expires

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

On this day of 1981, before me personally appeared , 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 bank, and that said instrument was signed and sealed on behalf of said bank 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 bank.

Notary Public

[Notarial Seal]

My Commission Expires

LESSEE'S CONSENT AND AGREEMENT

The undersigned, SEABOARD COAST LINE RAILROAD COMPANY, a corporation duly incorporated under the laws of the Commonwealth of Virginia, the Lessee (the "Lessee") named in the Lease (the "Lease") referred to in the foregoing Assignment of Lease and Agreement (the "Assignment"), hereby (a) acknowledges receipt of a copy of the Assignment and (b) consents to all the terms and conditions of the Assignment and agrees that:

(1) it will pay all rentals, casualty payments, liquidated damages and other moneys (other than Excluded Payments, as defined in the Assignment) provided for in the Lease (which moneys are hereinafter called the "Payments") due and to become due under the Lease or otherwise in respect of the Units leased thereunder, directly to First Security Bank of Utah, N.A., not in its individual capacity but solely as Agent (the "Vendor"), the assignee named in the Assignment, to be applied as provided in the Assignment, in immediately available funds by 11 a.m. Utah time on the date of payment, to its address at 79 South Main Street, 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) the Vendor 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 as though the Vendor were named therein as the Lessor and that it will not assert against the Vendor any claim or defense the Lessee may have against the Lessor under the Lease;

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

(4) the Lease shall not, without the prior written consent of the Vendor, be amended, terminated or modified (other than as provided in Paragraph 11 of the Assignment), nor shall any action be taken or omitted by the undersigned, the taking or omission of which might result in an alteration or impairment

of the Lease or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement when accepted by the Vendor by signing the acceptance at the foot hereof, shall be deemed a contract under, and shall be construed in accordance with, the laws of the Commonwealth of Virginia. It is not necessary that the parties hereto all sign the same counterpart of this Agreement and Consent as long as each party shall sign a counterpart and such counterpart is delivered to the Vendor or its counsel, whereupon this Agreement and Consent shall become effective.

Dated as of October 25, 1981

SEABOARD COAST LINE RAILROAD COMPANY,

by _____
Senior Vice President-Finance

[Corporate Seal]

Attest:

_____
Assistant Secretary

The foregoing Consent and Agreement is hereby accepted, as of the 25th day of October 1981.

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 ~~NEW YORK~~ Florida)
) ss.:
COUNTY OF ~~NEW YORK~~ Duval)

On this 14th day of December 1981, before me personally appeared Alex J. Mandl, to me personally known, who, being by me duly sworn, says that he is Senior Vice President-Finance of SEABOARD COAST LINE RAILROAD COMPANY, 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 the execution of the foregoing instrument was the free act and deed of said corporation.

Brenda S. Kelly
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1985
Bonded by American Fire & Casualty Company

[Notarial Seal]

My Commission Expires

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

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that 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, tht said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[Notarial Seal]

My Commission Expires

[CS&M Ref. 2044-189]

ASSIGNMENT OF LEASE AND AGREEMENT

Dated as of October 25, 1981

between

FIRST SECURITY STATE BANK,
not individually but solely in its capacity
as Trustee

and

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity but solely
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ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 25, 1981, by and between FIRST SECURITY STATE BANK, a Utah banking corporation, not in its individual capacity but solely as trustee (the "Vendee") under a Trust Agreement, dated as of the date hereof (the "Trust Agreement") with LITTON EQUITY INVESTMENTS, ALPHA INC. (the "Owner"), and FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as Agent (the "Vendor") under a Participation Agreement dated as of the date hereof.

The Vendee and the Vendor have entered into a Reconstruction and Conditional Sale Agreement dated as of the date hereof (the "RCSA") with Seaboard Coast Line Railroad Company (the "Lessee"), in its capacity as builder, providing for the sale to the Vendee of the security title of the Vendor in such units of railroad equipment (the "Units") described in Schedule A thereto as are delivered to and accepted by the Vendee thereunder.

The Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of the date hereof (the "Lease") providing for the leasing by the Vendee to the Lessee of the Units.

In order to provide security for the obligations of the Vendee under the RCSA and for certain obligations of the Vendee and the Owner under the Participation Agreement and the Lessee under the Lease and as an inducement to the Vendor to invest in the CSA Indebtedness (as that term is defined in the RCSA), the Vendee has agreed to assign for security purposes its rights in, to and under the Lease to the Vendor.

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

1. The Vendee hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of (i) the obligations of the Vendee under the RCSA, (ii) the obligations of the Vendee and the Owner under the Participation Agreement and (iii)

those obligations of the Lessee under the Lease referred to in subparagraph (c) of the second paragraph of this Section 1, all the Vendee's right, title and interest, powers, privileges, and other benefits under the Lease (subject to Sections 10 and 11 hereof) including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Vendee from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payment, indemnity, liquidated damages, or otherwise (such moneys, other than Excluded Payments (as hereinafter defined), 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 the Lease, and to do any and all other things whatsoever which the Vendee is or may become entitled to do under the Lease. Notwithstanding the foregoing, the Vendee does not assign to the Vendor, and the Vendor shall have no right or interest in or to, Excluded Payments. As used herein, the term "Excluded Payments" shall mean (i) payments by the Lessee to the Owner for its own account or to the Vendee for its own account pursuant to Sections 5 and 8 of the Lease and the fourth paragraph of Article 9 of the RCSA, and (ii) any proceeds payable under liability insurance policies to or for the benefit of the Owner or the Vendee for its own account. In furtherance of the foregoing assignment and subject to Sections 10 and 11 hereof, the Vendee hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Vendee or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Vendee is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Lessee for the account of the Vendee pursuant to the Lease. To the extent received the Vendor will apply such Payments as follows:

(a) to satisfy the obligations of the Vendee under the RCSA which are due and payable at the time such Payments are due and payable under the Lease or which become due and payable while such Payments are held as collateral security by the Vendor pursuant to the third and fourth paragraphs of this Section 1;

(b) to satisfy any obligations of the Owner and the Vendee under provisions of the Participation Agreement;

(c) if an Event of Default under the Lease (or an event which with notice or lapse of time, or both, could constitute such an Event of Default) shall have occurred and be continuing (unless such Event of Default shall have been cured by the Vendee as provided in Article 11(f) of the RCSA), (i) to satisfy any obligations of the Lessee under any provision of the Lease to the Vendor or any Investor and (ii) to satisfy any obligations of the Lessee, or to effect performance by the Lessee, under Sections 5, 6, 8, 9, 10 and 11 of the Lease; provided, however, that no Payment shall be applied as provided in clause (i) or (ii) (other than with respect to Section 9) until at least 30 days after the Vendor shall have demanded that the Lessee satisfy such obligation or effect such performance; and

(d) if no event of default under the RCSA or Event of Default under the Lease (or any event which with notice or lapse of time, or both, could constitute such an event of default or Event of Default) shall have occurred and be continuing, any balance shall be paid to the Vendee, or to such other person as the Vendee may direct in writing, in the type of funds received by the Vendor at such address as the Vendee may direct in writing.

All Payments received by the Vendor (and not applied pursuant to the second paragraph of this Section 1) which, but for the existance of an Event of Default under the Lease (or an event which with notice or lapse of time, or both, could constitute such an Event of Default) would be distributable, shall be held by the Vendor as part of the collateral security for the Vendee's obligations under the RCSA, the Owner's and the Vendee's obligations under the Participation Agreement and the Lessee's obligations and performance under the Lease (as described in subparagraph (c) of the second paragraph of this Section 1) until the earlier of

(i) application of such Payments pursuant to sub-paragraph (a), (b) or (c) of the second paragraph of this Section 1,

(ii) such time or such Event of Default or event shall cease to be continuing, or

(iii) 180 days after the Vendor's receipt of such Payment, unless prior to expiration of such 180-day period the Vendor either (A) shall have commenced using reasonable efforts (which under no circumstances shall be deemed to require termination of the Lease) to enforce the Lessee's compliance with its underlying obligation giving rise to such Event of Default or event or (B) shall have authorized the Vendee to seek compliance by the Lessee with such obligation (which authorization shall in no circumstances include the right to terminate the Lease),

at which time such Payments (if not previously applied pursuant to clause (i) above) shall be paid to the Vendee pursuant to subparagraph (d) of the second paragraph of this Section 1.

All Payments received by the Vendor (and not applied pursuant to the second paragraph of this Section 1) which, but for the existance of an event of default under the RCSA (or an event which with notice or lapse of time, or both, could constitute such an event of default) would be distributible, shall be held by the Vendor as part of collateral security for the Vendee's obligations under the RCSA, the Owner's and the Vendee's obligations under the Participation Agreement and the Lessee's obligations and performance under the Lease (as described in subparagraph (c) of the second paragraph of this Section 1) until such event of default or event shall cease to be continuing, at which time such Payments (if not previously applied pursuant to subparagraph (a), (b) or (c) of this Section 1), shall be paid to the Vendee pursuant to subparagraph (d) of the second paragraph of this Section 1.

Notwithstanding anything to the contrary contained herein, Excluded Payments are not part of the collateral security for the Vendor or the Investors and any Excluded Payment received by the Vendor or any Investor shall be immediately paid to the Vendee or the Owner, as the case may be.

If the Vendor shall not receive any payment under Sections 2, 5, 6, 8 or 12 of the Lease when due, the Vendor

shall, on the date due, notify the Vendee, the Owner and the Lessee, by telephone, confirmed in writing, at the respective addresses set forth in the Lease; provided, however, that the failure of the Vendor so to notify the Vendee, the Owner and the Lessee shall not affect the obligations of the Vendee hereunder or under the RCSA or the Lessee under the Lease or the Consent and Agreement attached hereto; provided further, however, that the Vendor shall not issue a Declaration of Default (as defined in the RCSA) or terminate the Lease under Article 11(a) or the last proviso to Article 11(f) of the RCSA until 10 days after such notice.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify the liability of the Vendee under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Vendee to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Vendee or persons other than the Vendor.

3. To protect the security afforded by this Assignment the Vendee agrees subject to Paragraphs 10 and 11 hereof, that, without the written consent of the Vendor, the Vendee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Lease and the Vendee agrees that any amendment, modification or termination thereof without such consent shall be void.

4. Subject to Paragraphs 10 and 11 hereof, the Vendee does hereby constitute the Vendor the Vendee's true and lawful attorney, irrevocably, with full power (in the name of the Vendee, or otherwise), to ask, require, demand, and receive, any and all Payments due and to become due under or arising out of the Lease to which the Vendee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, 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 the Vendor may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Vendee's obligations under the RCSA and the Participation Agreement (without giving effect to any limitations on liability contained therein) and the Lessee's obligations to the Vendor and the Investor under any provisions of the Lease, this Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Vendee.

6. The Vendee will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file (and will refile) any and all further instruments required by law and reasonably requested by the Vendor in order to confirm or further assure, the interests of the Vendor hereunder.

7. The Vendor may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder; provided, however, the Vendee and the Lessee shall not be bound to honor such assignment until they have received written notice thereof. Payment to the assignee of any Payments shall constitute full compliance with the terms of this Agreement and the Lease. The Vendee and the Lessee may rely on instruments and documents of assignment which they believe in good faith to be true and authentic.

8. The terms of this Assignment and all rights and obligations hereunder shall be governed by and construed in accordance with 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 Vendee shall cause copies of all notices received by it in connection with the Lease and all payments hereunder to be promptly delivered or made to the Vendor at its address set forth in Article 20 of the RCSA, or at such other address as the Vendor shall designate.

10. The Vendor hereby agrees with the Vendee that the Vendor will not, so long as neither an event of default under the RCSA nor an Event of Default under the Lease has occurred and is continuing, exercise or enforce, or seek to

exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Vendee to the Vendor by this Assignment without the prior written consent of the Vendee except the right to receive and apply the Payments as provided in Paragraph 1 hereof and to enforce any right, power, agreement or indemnity under the Lease, and that, subject to the terms of the Lease and the RCSA, the Vendee may, so long as neither an event of default under the RCSA nor an Event of Default under the Lease has occurred and is continuing, exercise or enforce, or seek to exercise or enforce or avail itself enforce or avail itself of, such rights, powers, privileges, authorizations or benefits; provided, however, that the Vendee shall not, and shall not have any authority to, take any action which would terminate the Lease without the prior written consent of the Vendor.

11. Notwithstanding anything herein to the contrary, (a) unless and until an event of default under the RCSA shall have occurred and is continuing, the Vendee shall have the right, without the concurrence of the Vendor, to adjust the rentals and Casualty Value percentages pursuant to Section 2 of the Lease and to exercise the rights of the Lessor under Sections 12 and 13 of the Lease; (b) at all times the Vendee may (without the concurrence of the Vendor) receive all notices, certificates, opinions of counsel and other documents and information to be furnished to the Lessor or the Vendee under the Lease; (c) at all times the Vendee shall have the right to proceed by appropriate court action or actions either at law or in equity to enforce performance by the Lessee of its obligations with respect to Excluded Payments or to recover damages for the breach thereof as provided in Section 9(a) of the Lease but may not declare an Event of Default under or terminate the Lease; and (d) at all times the Vendee may exercise the rights of the Vendee under the last paragraph of Section 6 of the Lease. The Vendor may not at any time, without the consent of the Owner, amend, modify or supplement, or give or accept any waiver or consent with respect to, the Lease so as to increase the liabilities or diminish the immunities of the Owner or reduce the amount or extend the time or payment of any Excluded Payment then due and payable or change any of the circumstances under which such Excluded Payments are payable.

Notwithstanding any other provision of this Assignment, it is expressly agreed by the parties hereto that each and all of the warranties, representations, undertakings and agreements herein made on the part of the Vendee are made and intended not as personal representa-

tions, warranties, undertakings and agreements by First Security State Bank or for the purpose or with the intention of binding said bank or the Owner personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement), and this Assignment is executed and delivered by said bank solely in the exercise of the powers expressly conferred upon said bank as trustee under the Trust Agreement, and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said bank (except for wilful misconduct or gross negligence on the part of said bank) or the Owner hereunder on account of any representation, warranty, undertaking or agreement of said bank hereunder, either expressed or implied, all such personal liability (except as aforesaid), if any, being expressly waived and released by the Vendor and by all persons claiming by, through or under the Vendor; provided, however, that the Vendor or any person claiming by, through or under it making claim hereunder may look to said Trust Estate for satisfaction of the same.

12. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Vendor shall be deemed to be the original counterpart. It is not necessary that the parties hereto all sign the same counterpart as long as each party shall sign a counterpart and such counterpart is delivered to the Vendor or its counsel, whereupon this Agreement shall become effective.

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

by _____
Authorized Officer

[Seal]

Attest: _____
Authorized Officer

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

by _____
Authorized Officer

[Corporate Seal]

Attest:

_____
Authorized Officer

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

On this 14th day of Dec. 1981, before me personally appeared Fuchia B Eichers, to me personally known, who, being by me duly sworn, says that 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, that said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws and 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

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

On this 14th day of Dec. 1981, before me personally appeared Beverly Larson, 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 bank, and that said instrument was signed and sealed on behalf of said bank 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 bank.

Randy R Marchant
Notary Public

[Notarial Seal]

My Commission Expires 2-8-82

LESSEE'S CONSENT AND AGREEMENT

The undersigned, SEABOARD COAST LINE RAILROAD COMPANY, a corporation duly incorporated under the laws of the Commonwealth of Virginia, the Lessee (the "Lessee") named in the Lease (the "Lease") referred to in the foregoing Assignment of Lease and Agreement (the "Assignment"), hereby (a) acknowledges receipt of a copy of the Assignment and (b) consents to all the terms and conditions of the Assignment and agrees that:

(1) it will pay all rentals, casualty payments, liquidated damages and other moneys (other than Excluded Payments, as defined in the Assignment) provided for in the Lease (which moneys are hereinafter called the "Payments") due and to become due under the Lease or otherwise in respect of the Units leased thereunder, directly to First Security Bank of Utah, N.A., not in its individual capacity but solely as Agent (the "Vendor"), the assignee named in the Assignment, to be applied as provided in the Assignment, in immediately available funds by 11 a.m. Utah time on the date of payment, to its address at 79 South Main Street, 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) the Vendor 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 as though the Vendor were named therein as the Lessor and that it will not assert against the Vendor any claim or defense the Lessee may have against the Lessor under the Lease;

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

(4) the Lease shall not, without the prior written consent of the Vendor, be amended, terminated or modified (other than as provided in Paragraph 11 of the Assignment), nor shall any action be taken or omitted by the undersigned, the taking or omission of which might result in an alteration or impairment

of the Lease or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement when accepted by the Vendor by signing the acceptance at the foot hereof, shall be deemed a contract under, and shall be construed in accordance with, the laws of the Commonwealth of Virginia. It is not necessary that the parties hereto all sign the same counterpart of this Agreement and Consent as long as each party shall sign a counterpart and such counterpart is delivered to the Vendor or its counsel, whereupon this Agreement and Consent shall become effective.

Dated as of October 25, 1981

SEABOARD COAST LINE RAILROAD COMPANY,

by

_____
Senior Vice President-Finance

[Corporate Seal]

Attest:

_____
Assistant Secretary

The foregoing Consent and Agreement is hereby accepted, as of the 25th day of October 1981.

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 NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of 1981, before me personally appeared Alex J. Mandl, to me personally known, who, being by me duly sworn, says that he is Senior Vice President-Finance of SEABOARD COAST LINE RAILROAD COMPANY, 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 the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

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

On this 14th day of Dec. 1981, before me personally appeared Fuchia B Eichers, to me personally known, who, being by me duly sworn, says that 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, tht said instrument was signed and sealed on behalf of said national banking association by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Randy R Mannant
Notary Public

[Notarial Seal]

My Commission Expires 2-8-85