



An IC Industries Company

William H. Sanders  
Corporate Counsel

Illinois Central  
Gulf Railroad  
Two Illinois Center  
233 North Michigan Avenue  
Chicago, IL 60601  
(312) 565 1600

August 21, 1984

RECORDATION NO. 7296-B Filed 1425

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

OCT 31 1984 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Bayne:

Pursuant to the provisions of 49 U.S.C. Sec. 11303 and the applicable regulations of the Interstate Commerce Commission, there are herewith transmitted for filing and recording a number of counterparts of an Instrument of Appointment Of, Acceptance of Appointment By, and Assignment To, Successor Agent and Assignee and Statement of New Identifying Numbers of Railroad Equipment. This document is a secondary document dated as of August 31, 1984. The primary document to which this is connected (a Conditional Sale Agreement with an Agreement and Assignment) was recorded under Recordation No. 7296 on January 10, 1974.

A draft payable to the order of the Interstate Commerce Commission for the \$10.00 recording fee applicable to this filing is enclosed herewith.

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

Resigning Assignee of Vendor:

Morgan Guaranty Trust Company of New York  
30 West Broadway  
New York, New York 10015

Successor Assignee:

Manufacturers Hanover Trust Company  
600 Fifth Avenue  
New York, New York 10020

Purchaser of Equipment:

Illinois Central Gulf Railroad Company  
233 North Michigan Avenue  
Chicago, Illinois 60601

A description of the equipment covered by this instrument follows:

All equipment included in the aforementioned Conditional Sale Agreement and Assignment, and any Amendment or Supplement thereto.

CONDITIONAL SALE AGREEMENT

Dated as of December 1, 1973

Between

PULLMAN INCORPORATED  
(Pullman-Standard Division)

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

CARS TO BE DELETED FROM TRUST

SCHEDULE A

<u>Car Number</u>	<u>Description</u>
765714	100-ton Covered Hopper
765724	100-ton Covered Hopper
765749	100-ton Covered Hopper
765770	100-ton Covered Hopper
765778	100-ton Covered Hopper
765826	100-ton Covered Hopper
765828	100-ton Covered Hopper
765838	100-ton Covered Hopper
765874	100-ton Covered Hopper
765879	100-ton Covered Hopper
765919	100-ton Covered Hopper
765954	100-ton Covered Hopper
765956	100-ton Covered Hopper
765958	100-ton Covered Hopper
765960	100-ton Covered Hopper
765963	100-ton Covered Hopper
765967	100-ton Covered Hopper
765969	100-ton Covered Hopper
765970	100-ton Covered Hopper
765976	100-ton Covered Hopper
765978	100-ton Covered Hopper
765979	100-ton Covered Hopper
765999	100-ton Covered Hopper

Total Units      23

A short summary of the document to appear in the index follows:

Instrument dated August 31, 1984 amending a Conditional Sale Agreement with an Agreement and Assignment, dated as of December 1, 1973 with Recordation No. 7296, providing for the appointment of a Successor Agent and Assignee and listing the changes in numbers of certain units of equipment.

It is respectfully requested that all counterparts not needed for the Commission's files be returned to the bearer of this letter with the Commission's recordation stamp shown thereon.

Very truly yours,



William H. Sanders

Enc.

CONDITIONAL SALE AGREEMENT

Dated as of December 1, 1973

Between

PULLMAN INCORPORATED  
(Pullman-Standard Division)

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765954	100-ton Covered Hopper
765956	100-ton Covered Hopper
765958	100-ton Covered Hopper
765960	100-ton Covered Hopper
765963	100-ton Covered Hopper
765967	100-ton Covered Hopper
765969	100-ton Covered Hopper
765970	100-ton Covered Hopper
765976	100-ton Covered Hopper
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765979	100-ton Covered Hopper
765999	100-ton Covered Hopper

Total Units      23

RECORDATION No. 7296-B Filed 1425

OCT 31 1984 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF APPOINTMENT OF,  
ACCEPTANCE OF APPOINTMENT BY, AND  
ASSIGNMENT TO, SUCCESSOR AGENT AND ASSIGNEE  
AND  
STATEMENT OF NEW IDENTIFYING NUMBERS  
OF RAILROAD EQUIPMENT

Dated as of August 31, 1984

By and Among

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
As Resigning Agent and Assignee

MANUFACTURERS HANOVER TRUST COMPANY,  
As Successor Agent and Assignee

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY,  
As Purchaser of Railroad Equipment

AMENDING A CONDITIONAL SALE AGREEMENT,  
Dated as of December 1, 1973

and

ASSIGNING RIGHTS UNDER  
A FINANCE AGREEMENT AND AN AGREEMENT AND ASSIGNMENT,  
Each Dated as of December 1, 1973

INSTRUMENT OF APPOINTMENT OF,  
ACCEPTANCE OF APPOINTMENT BY, AND  
ASSIGNMENT TO, SUCCESSOR AGENT AND ASSIGNEE  
AND  
STATEMENT OF NEW IDENTIFYING NUMBERS  
OF RAILROAD EQUIPMENT

THIS INSTRUMENT, dated as of August 31, 1984 among Morgan Guaranty Trust Company of New York, a corporation duly organized and existing under the laws of the State of New York ("Morgan"), Manufacturers Hanover Trust Company, a corporation duly organized and existing under the laws of the State of New York ("Manufacturers Hanover"), and Illinois Central Gulf Railroad Company, a corporation duly organized and existing under the laws of the State of Delaware (the "Railroad").

WHEREAS, the Railroad entered into a Finance Agreement dated as of December 1, 1973 with certain Investors named therein and with Morgan as Agent for said Investors (such Agreement as heretofore supplemented or amended is hereinafter referred to as the "Finance Agreement"), pursuant to the terms of which certain funds supplied by the Investors were used to purchase railroad equipment, which equipment was delivered to the Railroad in accordance with a Conditional Sale Agreement dated as of December 1, 1973 between the Railroad and the Builders of said equipment named therein (such Agreement as heretofore supplemented or amended is hereinafter referred to as the "Conditional Sale Agreement"); and

WHEREAS, with certain exceptions all of the right, title and interest of said Builders under the Conditional Sale Agreement, including the right to receive from the Railroad the installment payments of the purchase price of the equipment, was assigned to Morgan, acting as Agent under the Finance Agreement, pursuant to an Agreement and Assignment dated as of December 1, 1973 (such Agreement and Assignment as heretofore supplemented or amended is hereinafter referred to as the "Assignment"); and

WHEREAS, Morgan has continued to act and is currently acting as Agent under the Finance Agreement and, in its capacity as such Agent, as Assignee under the Assignment; and

WHEREAS, pursuant to the Finance Agreement Morgan may notify in writing the Investors named therein of its desire to terminate its duties and responsibilities under the Finance Agreement; and

WHEREAS, Morgan so notified said Investors (a copy of such notice being attached hereto as Exhibit A) and did not receive before the date specified in the notice any request to assign its right, title and interest to a person or institution designated by the Investors; and

WHEREAS, in the absence of such request Morgan has the right to appoint as successor to act as Agent under the Finance Agreement a bank or trust company located in the

Borough of Manhattan, City and State of New York, and having a capital and surplus aggregating at least \$100,000,000, to which may be assigned the entire right, title and interest of Morgan;

WHEREAS, Manufacturers Hanover is a bank and trust company located in the Borough of Manhattan, City and State of New York, and having a capital and surplus aggregating at least \$100,000,000; and

WHEREAS, pursuant to the Finance Agreement Morgan has designated in writing that Manufacturers Hanover, as the successor agent, is to be assigned all right, title and interest of the Agent, and Manufacturers Hanover has accepted in writing such appointment subject to certain conditions (a copy of such acceptance being attached hereto as Exhibit B); and

WHEREAS, pursuant to the provisions of the Assignment, Morgan as Assignee thereunder may assign to a successor assignee all of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Railroad; and

WHEREAS, the Conditional Sale Agreement and the Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Sec. 11303 (successor to Section 20c of the Interstate Commerce Act) and assigned the recordation number 7296; and

WHEREAS, the Railroad is in the process of renumbering much of its rolling stock and certain of the units of equipment subject to the Conditional Sale Agreement are being so renumbered, as shown on Schedule A attached hereto; and

WHEREAS, the parties hereto desire to execute this Instrument and to file the same pursuant to 49 U.S.C. Sec. 11303 to evidence for the public record the appointment of Manufacturers Hanover, in its capacity as Agent under the Finance Agreement, as successor assignee under the Conditional Sale Agreement and the Assignment, and the change in identification numbers of certain units of the Conditional Sale Agreement equipment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. Morgan hereby appoints Manufacturers Hanover Trust Company, a corporation organized and existing under the laws of the State of New York and having its corporate trust department at 600 Fifth Avenue, New York, New York 10020, as successor Agent under the Finance Agreement and hereby assigns to Manufacturers Hanover all of its rights and privileges under the Conditional Sale Agreement and the Assignment, subject to all of the obligations of the Assignee thereunder.

2. Effective at the close of business on August 31, 1984, Manufacturers Hanover hereby accepts all of the

properties, rights, powers, duties and obligations of Morgan, Manufacturers Hanover's predecessor Agent under the Finance Agreement and predecessor Assignee under the Conditional Sale Agreement and Assignment, upon the terms and conditions set forth herein and therein.

3. Manufacturers Hanover, pursuant to the provisions of the Conditional Sale Agreement and the Assignment, hereby requests that Morgan by these presents transfer and convey to Manufacturers Hanover, as successor Assignee, all the right, title and interest in and to the equipment described in the Conditional Sale Agreement and to any cash, securities or other property held by Morgan under the Conditional Sale Agreement and the Assignment and all the rights, powers, duties and obligations of Morgan under the Conditional Sale Agreement and the Assignment, and hereby requests that the Railroad by these presents join in such transfer and conveyance.

4. Pursuant to the request of Manufacturers Hanover, Morgan hereby grants, gives, bargains, sells, aliens, remises, releases, conveys, confirms, assigns, transfers, delivers and sets over to Manufacturers Hanover, as such successor Assignee, all the right, title and interest of Morgan in and to the estate created by the Conditional Sale Agreement (including, without limitation, any money, securities, and railroad equipment) and all

rights, powers, duties and obligations under the Conditional Sale Agreement and the Assignment and does hereby pay over, assign, transfer and deliver to Manufacturers Hanover, as successor Assignee, any money, securities or other property which Morgan, as predecessor Assignee, holds pursuant to the terms of the Conditional Sale Agreement and the Assignment.

The above-mentioned railroad trust equipment is granted, given, bargained, sold, alienated, remised, released, conveyed, confirmed, assigned, transferred, delivered and set over by Morgan in the respective condition "as is" of each unit of such equipment, without any representation or warranty whatsoever, with respect to the equipment, express, implied or statutory, in law or in equity, by Morgan including, without limitation, any representation or warranty as to the existence, value, quality, condition, merchantability, obsolescence, fitness, suitability for use or working order of any of such equipment being transferred hereby and, with respect to the equipment, without recourse against Morgan in any event, in any contingency or for any cause, except that Morgan warrants that it has conveyed the title it possesses in the equipment free of liens or defects of title resulting from action taken or omitted to be taken by Morgan other than in connection with the transactions contemplated by the Finance

Agreement, the Conditional Sale Agreement and the Assignment; and such equipment is accepted by Manufacturers Hanover, as successor Assignee, subject to all the foregoing conditions set forth in this paragraph.

5. Upon the transfer and delivery of all moneys, any securities and railroad equipment held by Morgan and the execution by Morgan of such instruments of transfer as may be reasonably requested by Manufacturers Hanover, and upon acceptance by Manufacturers Hanover of the assignment, Morgan shall be relieved and discharged of all the title, rights, powers, duties and obligations of the Finance Agreement, the Conditional Sale Agreement and the Assignment, and the same shall become vested in Manufacturers Hanover, and every provision thereof applicable to Morgan shall apply to Manufacturers Hanover with like effect as if Manufacturers Hanover had been originally named therein in the place and stead of Morgan; provided, however, that any rights of Morgan to compensation, expenses and disbursements for the period during which it serves as Agent and Assignee shall not be terminated by the execution and delivery of this instrument.

6. Manufacturers Hanover shall not be held responsible in any way to the Investors named in the Finance Agreement or to any other person by reason of any act or omission of Morgan, as Agent and Assignee.

7. The Railroad, for the purpose of more fully and certainly vesting in and confirming to Manufacturers Hanover, as successor Agent and Assignee, such title and such estates, properties, rights, powers, duties and obligations, at the request of Manufacturers Hanover, joins in the execution hereof.

8. The Railroad represents and warrants that:

(a) it is validly organized and existing;

(b) it has performed or fulfilled each covenant, agreement and condition on its part to be performed or fulfilled under the Finance Agreement and the Conditional Sale Agreement;

(c) it has no knowledge of the existence of any default, or event of default, or any event which upon notice or passage of time or both would become a default or an event of default, under the Conditional Sale Agreement; and

(d) it will continue to perform the obligations undertaken by it under the Finance Agreement and the Conditional Sale Agreement.

9. Morgan represents and warrants to Manufacturers Hanover that

(a) it has made, or promptly will make, available to Manufacturers Hanover originals of all documents relating to the equipment covered by the Finance

Agreement and the Conditional Sale Agreement and all information in the possession of its Corporate Trust Department relating to the administration and status thereof and will furnish to Manufacturers Hanover any of such documents or information Manufacturers Hanover may request; and

(b) based on information known to the officers in the Corporate Trust Department of Morgan, no default or event of default or event which upon notice or lapse of time or both would become a default or an event of default under the Conditional Sale Agreement exists.

10. Manufacturers Hanover represents and warrants that it is eligible and qualified to serve as successor Agent under the provisions of the Finance Agreement and as successor Assignee under the provisions of the Conditional Sale Agreement and the Assignment.

11. The Railroad hereby covenants to do and perform any other act, and to execute, acknowledge, deliver, file, register and record this Instrument of Appointment of, Acceptance of Appointment by, and Assignment to, Successor Agent and Assignee and Statement of New Identifying Numbers, or such other instruments as may be appropriate, to be filed and recorded pursuant to 49 U.S.C. Sec. 11303 and otherwise as may be required by law for the full protection of the title of the successor Agent and Assignee and of the rights

of the Investors named in the Finance Agreement so that this Instrument, the Conditional Sale Agreement and the Assignment and all said other instruments, shall at all times be duly filed and recorded. The Railroad will promptly furnish to the successor Agent and Assignee certificates or other evidences of such filing and recording.

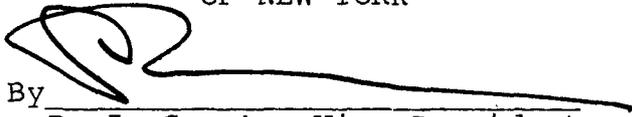
12. The Railroad covenants and agrees to execute all writings recognizing the transfer of title as hereinabove set forth and all instruments of further assurance or otherwise as reasonably may be requested by the successor Agent and Assignee in the premises, and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor Agent and Assignee in and to the railroad equipment described in the Conditional Sale Agreement.

13. This Instrument is being executed in several counterparts each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

14. All notices, demands and other communications under the Finance Agreement, the Conditional Sale Agreement or the Assignment shall be given to Manufacturers Hanover, as successor Agent and Assignee, at 600 Fifth Avenue, New York, New York 10020, Attention: Corporate Trust Department, or at such other address as may hereafter be furnished to the Company in writing by Manufacturers Hanover.

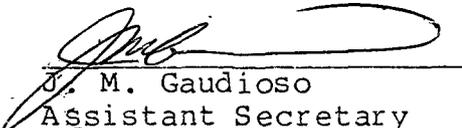
15. A complete listing of the railroad equipment subject to the Conditional Sale Agreement showing the type and current identification number of each unit thereof is attached hereto as Schedule A. This listing replaces and supersedes all previous listings of equipment in the Conditional Sale Agreement or any amendment or supplement thereto.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

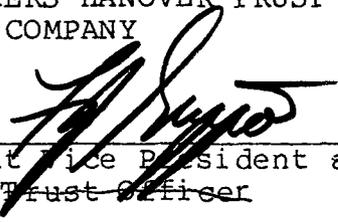
By   
P. J. Crooks, Vice President

(SEAL)

Attest:

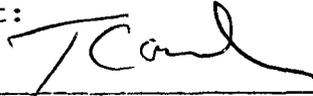
  
J. M. Gaudio  
Assistant Secretary

MANUFACTURERS HANOVER TRUST  
COMPANY

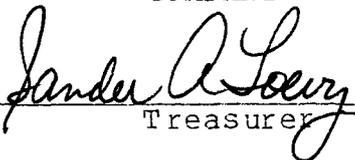
By   
Assistant Vice President and  
Trust Officer

(SEAL)

Attest:

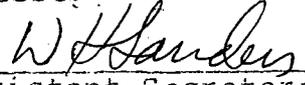
  
Assistant Secretary

ILLINOIS CENTRAL GULF RAILROAD  
COMPANY

By   
Treasurer

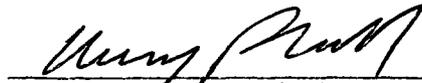
(SEAL)

Attest:

  
Assistant Secretary

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

On this 28<sup>th</sup> day of August, 1984 before me personally appeared P. J. Crooks to me personally known, who, being by me duly sworn, says that he is a Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, 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 Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



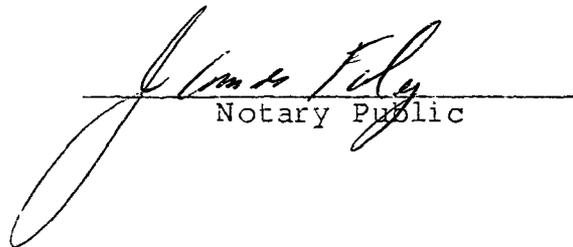
Notary Public  
WILLIAM P. MIFSUD, JR.  
Notary Public, State of New York  
No. 4785483  
Qualified in Kings County  
Commission Expires Mar. 30, 1985

(SEAL)

My Commission Expires:  
\_\_\_\_\_

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

On this 29<sup>th</sup> day of August, 1984 before me personally appeared F. J. Grippo to me personally known, who, being by me duly sworn, says that he is a ASSISTANT VICE PRESIDENT of MANUFACTURERS HANOVER TRUST COMPANY, 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 Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(SEAL)

My Commission Expires:  
\_\_\_\_\_

JAMES FOLEY  
Notary Public, State of New York  
No. 31-6348400  
Qualified in New York County  
Commission Expires March 30, 1986

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 20<sup>th</sup> day of August, 1984 before me personally appeared Sandor A. Loevy to me personally known, who being by me duly sworn, says that he is the Treasurer of ILLINOIS CENTRAL GULF RAILROAD COMPANY, 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 Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Robert H. Hughes*

Notary Public

(SEAL)

My Commission Expires:

NOV 23 1984

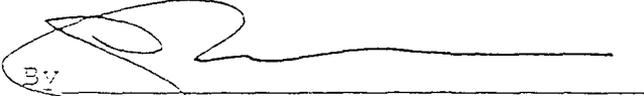
June 28, 1984

RE: Finance Agreement dated December 1, 1973

To each Investor under the above-mentioned Agreement:

Pursuant to Article 15 of the above-mentioned Agreement among Illinois Central Gulf Railroad Company, Morgan Guaranty Trust Company of New York, as Agent (the "Agent") and the Investors named therein (the "Agreement"), this is to notify you that the Agent desires to terminate its duties and responsibilities under the Agreement on August 31, 1984. The Agent has determined to appoint Manufacturers Hanover Trust Company ("Manufacturers Hanover") successor to act under the Agreement and to assign to Manufacturers Hanover, subject to the provisions of the Agreement, all right, title and interest of the Agent under the Agreement and under the Conditional Sale Agreement and Assignment referred to therein and in and to the Equipment as defined therein, and Manufacturers Hanover has agreed to serve as such successor and to accept such assignment. In the event, however, that prior to July 29, 1984, Investors holding interests totaling 50% or more of the aggregate Conditional Sale Indebtedness (as defined in the Agreement) then outstanding shall have requested in writing that the Agent assign to a person or institution designated by such Investors all such right, title and interest of the Agent, the Agent shall comply with such request. Upon such assignment by the Agent, either to Manufacturers Hanover or to a person or institution designated by such Investors, the Agent shall be thereafter relieved of all duties and responsibilities under the Agreement.

Very truly yours,

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORKBy Patrick J. Crooks  
Vice President

June 28, 1984

Morgan Guaranty Trust Company of New York  
30 West Broadway  
New York, New York 10015

Dear Sirs:

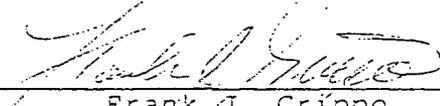
We hereby agree that we will accept, effective August 31, 1984, appointment to act as Agent under each of the Finance Agreements dated December 1, 1973, September 30, 1974 and March 1, 1975, respectively, between you, Illinois Central Gulf Railroad Company, and the Investors named in Schedule A to each such Finance Agreement.

Our acceptance of this appointment is subject to completion of satisfactory documentation assigning to us all right, title, and interest of you, as Agent, under each such Finance Agreement and under the respective Conditional Sale Agreements and Assignments therein referred to.

Very truly yours,

MANUFACTURERS HANOVER TRUST COMPANY

By:

  
\_\_\_\_\_  
Frank J. Grippo  
Assistant Vice President

IL. CENT. GULF RR COND. SALE AGREE  
DATED AS OF DECEMBER 1, 1973 T#431

## SCHEDULE A

ROAD I-C	FROM CAR #	THRU CAR #	CLD NUMBER	# OF CARS	DESCRIPTION
ICG	340440	340449		10	83-T OPEN HOPPER
ICG	340596	340598		3	83-T OPEN HOPPER
				13	SUB-TOTAL
ICG	765700	765713		14	100-TON C HOPPER
ICG	765715	765723		9	100-TON C HOPPER
ICG	765725	765740		16	100-TON C HOPPER
ICG	765742	765742		1	100-TON C HOPPER
ICG	765743	765747		5	100-TON C HOPPER
ICG	765750	765769		20	100-TON C HOPPER
ICG	765771	765773		3	100-TON C HOPPER
ICG	765775	765777		3	100-TON C HOPPER
ICG	765779	765782		4	100-TON C HOPPER
ICG	765784	765799		16	100-TON C HOPPER
ICG	765801	765805		5	100-TON C HOPPER
ICG	765807	765815		9	100-TON C HOPPER
ICG	765817	765825		9	100-TON C HOPPER
ICG	765827	765827		1	100-TON C HOPPER
ICG	765829	765837		9	100-TON C HOPPER
ICG	765839	765852		14	100-TON C HOPPER
ICG	765853	765853		1	100-TON C HOPPER
ICG	765854	765854		1	100-TON C HOPPER
ICG	765855	765855		1	100-TON C HOPPER
ICG	765856	765869		14	100-TON C HOPPER
ICG	765870	765870		1	100-TON C HOPPER
ICG	765871	765873		3	100-TON C HOPPER
ICG	765875	765878		4	100-TON C HOPPER
ICG	765880	765897		18	100-TON C HOPPER
ICG	765899	765918		20	100-TON C HOPPER
ICG	765920	765942		23	100-TON C HOPPER
ICG	765944	765945		2	100-TON C HOPPER
ICG	765947	765953		7	100-TON C HOPPER
ICG	765957	765957		1	100-TON C HOPPER
ICG	765959	765959		1	100-TON C HOPPER
ICG	765961	765962		2	100-TON C HOPPER
ICG	765965	765966		2	100-TON C HOPPER
ICG	765968	765968		1	100-TON C HOPPER
ICG	765971	765975		5	100-TON C HOPPER
ICG	765977	765977		1	100-TON C HOPPER
ICG	765980	765987		8	100-TON C HOPPER
ICG	765988	765988		1	100-TON C HOPPER
ICG	765989	765998		10	100-TON C HOPPER
				265	SUB-TOTAL
				278	