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Vice President & General Counsel

John C. Danielson
General Attorney

Dennis W. Krakow
Senior Trial Attorney

Robert I. Schellig, Jr.
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John A. Ponitz
Trial Attorney

Mary P. Sclawy
Senior Attorney

Kevin M. Starko
Attorney

No. 4-289A044
Date OCT 15 1984
Fee \$ 10.00
ICC Washington, D. C.



Grand Trunk Western Railroad Co.

Law Department

131 West Lafayette Blvd.
Detroit, Michigan 48226
(313) 962-2260

October 12, 1984
File: 352

Mr. James H. Bayne
Interstate Commerce Commission
Room 2215
12th & Constitution Ave., N.W.
Washington, D.C. 20423

OCT 15 1984
MOTOR MAIL
RECORDATION NO. 14446
FILE 142
OCT 15 1984
INTERSTATE COMMERCE COMMISSION

Dear Mr. Bayne:

Enclosed for recordation with the Interstate Commerce Commission pursuant to 49 USC §11303 are counterparts of a Hulk Purchase Agreement, dated as of October 1, 1984.

The parties to the agreement are

Seller: Grand Trunk Western Railroad Co.
131 W. Lafayette Blvd.
Detroit, Michigan 48226

Buyer: Willis-Jenkins, Inc.
1111 Lake Cook Road
Suite 225
Buffalo Grove, IL 60090

The equipment subject to the agreement are 100 60-foot, 70-ton friction bearing box cars bearing road numbers in the series GTW 383000-383248, both inclusive.

Also enclosed is our check No. 1058 in the amount of \$10.00.

Please accept one counterpart of the document for filing, stamp the remaining with your recordation number and return them and your fee receipt to the courier.

Sincerely,

Mary P. Sclawy
Senior Attorney

MPS:mg
Enclosure

Handwritten notes:
A piece of paper
sent to Mr. Bayne

Interstate Commerce Commission
Washington, D.C. 20423

10/15/84

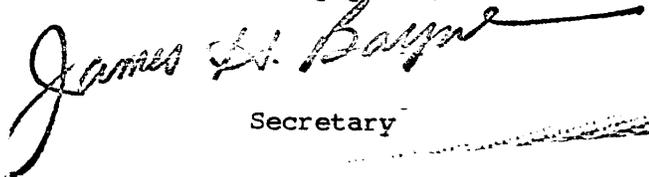
OFFICE OF THE SECRETARY

Mary P. Sclawy
Senior Atty.
GT Western RR. Co.
131 W. Lafayette Blvd.
Detroit, Michigan 48226

Dear Ms. Sclawy:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/15/84 at 10:40am and assigned re-
recording number(s). 14446 & 14447

Sincerely yours,


Secretary

Enclosure(s)

SE-30
(7/79)

14446

RECORDATION NO. Filed 1425

OCT 15 1984 10 20 AM

INTERSTATE COMMERCE COMMISSION

HULK PURCHASE AGREEMENT

Dated as of October 1, 1984

Between

WILLIS-JENKINS, INC.,
as Buyer

and

GRAND TRUNK WESTERN RAILROAD COMPANY,
as Seller

HULK PURCHASE AGREEMENT

By

Grand Trunk Western Railroad Company

As of October 1, 1984

Willis-Jenkins, Inc.
1111 Lake Cook Road
Suite 225
Buffalo Grove, Illinois 60090
Attention: President

Gentlemen:

Grand Trunk Western Railroad Company, a corporation organized under the laws of the states of Michigan and Indiana (the "Seller"), owns the railroad equipment described in Exhibit A hereto (the "Hulks"). The Seller desires to sell the Hulks and Willis-Jenkins, Inc., an Illinois corporation (the "Buyer") desires to purchase the Hulks for the Purchase Price set forth in Exhibit A (the "Purchase Price").

The Seller will, from time to time, prior to delivery of such Hulks to Quality Service Railcar Repair Corporation in its capacity as builder (the "Builder"), for reconstruction pursuant to the direction and specifications of the Buyer, as provided in the Purchase Order (the "Purchase Order") which is attached to the Purchase Order Assignment dated as of the date hereof between the Buyer and the Seller, deliver to the Buyer a bill or bills of sale (a "Bill of Sale") transferring title to a group or groups of Hulks and warranting that at the date of such Bill of Sale the Seller had legal title to such Hulks and good lawful right to sell the same and that title to such Hulks transferred to the Buyer by such Bill of Sale was free of all claims, liens, security interests, security title and other encumbrances of any nature whatsoever (other than any created by the Master Equipment Lease (the "Lease") dated as of the date hereof between the Seller, as Lessee and the Buyer, as Lessor). On or after the date of such Bill of Sale, the Seller will deliver the Hulks in such group or groups to an authorized representative of the Buyer at such point or points within the United States of America as shall be specified by the Seller. The Buyer hereby appoints the Seller (and any employee thereof designated by the Seller) as its agent for acceptance of the Hulks; provided, however, that the Seller is not authorized to accept delivery of any Hulk (i) that is not economically fit for reconstruction in accordance with the Purchase Order; (ii) after written notice from the Buyer that such authority has been terminated; or (iii) after December 31, 1984. The sale and delivery of the Hulks pursuant to this Agreement shall commence as soon as practicable and shall be completed on or before such date as shall permit the completion of reconstruction of each Hulk by February 28, 1985.

If and to the extent that any Hulk is not reconstructed and accepted

pursuant to and in accordance with the Lease on or before March 31, 1985 (a "Noncompleted Hulk"), all rights and interests of the Seller in and to such Hulk, including the reconstructed portions thereof, if any, shall immediately, without further action, be released and transferred to the Buyer, and the Seller shall promptly deliver such Noncompleted Hulk to the Buyer, at such place as shall be specified by the Buyer, free and clear of all liens, claims and encumbrances of the Seller or any other person, and thereafter the Buyer or any agent shall either (a) sell such Noncompleted Hulk in a commercially reasonable manner or (b) retain such Noncompleted Hulk for its own use or for further reconstruction, lease, future sales or other disposition. If such Noncompleted Hulk shall be sold pursuant to clause (a) above, the net proceeds of such sale shall be applied first, to the payment of all costs and expenses, including legal fees, of the Buyer incurred in connection with such repossession and sale, second, to reimburse the Buyer for the Purchase Price of such Noncompleted Hulk, third, to reimburse the Builder for its reasonable reconstruction expenses incurred in connection with such Noncompleted Hulk and fourth, the balance, if any, to the Buyer. If such Noncompleted Hulk shall be retained pursuant to clause (b) above, the Buyer shall determine the fair market value of such Noncompleted Hulk (determined on an "as is, where is" basis), deduct from such value the amount of the Purchase Price of such Noncompleted Hulk and all costs and expenses of the Buyer in connection with such repossession and determination and, to the extent that any amount of such value remains, pay to the Builder the amount set forth in clause third above.

Notwithstanding anything to the contrary contained herein; the Buyer shall have no obligation to accept any Hulk which is delivered hereunder after (i) any Event of Default as defined in the Lease or any event (including the commencement of any proceeding or the filing of any petition of the nature specified in Section 23(e) thereof) which, with lapse of time, failure to take affirmative action and/or demand, could constitute an Event of Default thereunder shall have occurred, (ii) the Buyer shall have delivered written notice to the Seller that any of the conditions contained in Section 6 of the Lease have not been met or waived, or (iii) there shall have been a material adverse change in the financial condition, business or operation of the Lessee or the Guarantor from that which existed on June 30, 1984.

The Buyer at the time hereafter specified will pay to the Seller the Purchase Price of each Hulk subject to all terms and conditions of this Agreement, including without limitation the receipt by the Buyer, on or prior to the date of delivery of such Hulk hereunder of (a) the Bill of Sale with respect thereto specified in the second and sixth paragraphs hereof, (b) a certificate or certificates of acceptance (a "Certificate of Acceptance") signed by the Buyer's authorized representative stating that the Hulks in such group have been delivered to and accepted on behalf of the Buyer, (c) an invoice or invoices with respect to such Hulks and (d) a written opinion of counsel for the Seller dated the date of such Bill of Sale, addressed to the Buyer, and stating that such Bill of Sale is valid and effective to transfer the Seller's title to such Hulks free of all claims, liens, security interests and other encumbrances (other than any created by the Lease) and that no filings, recordings, registration or other action (other than the filing of this Agreement pursuant to 49 U.S.C. Section 11303) is necessary to establish, perfect and protect such title of the Buyer.

Each such Bill of Sale shall contain the following information with respect to each Hulk covered thereby: quantity, description, the Seller's identifying numbers and place of delivery. Subject only to the conditions set forth in this Agreement and in Section 6 of the Lease, the Buyer will pay the Purchase Price of each Hulk delivered and accepted as aforesaid to the Seller either on (i) the Closing Date (as defined in the Lease) relating to such Hulk or (ii) March 31, 1985, whichever is earlier.

The Buyer may assign and/or transfer any or all of its rights under this Agreement and/or any or all of its rights to possession of any of the Hulks. Any such assignment or transfer may be made by the Buyer without the assignee or transferee assuming any of the obligations of the Buyer hereunder. All of the rights of the Buyer hereunder shall inure to the benefit of the Buyer's assigns. The Buyer hereby agrees to provide the Seller with prompt notice of any such assignment.

Notwithstanding the delivery of any Bill of Sale hereunder, the Seller agrees that all responsibility with respect to any Hulk covered by such Bill of Sale, its use and operation and risk of loss thereof, shall remain with the Seller until such Hulk is delivered to the Builder as provided in the Purchase Order, and the Seller agrees to indemnify and hold the Buyer harmless from any claim made against the Buyer solely by reason of the transfer of title to the Hulks or with respect to the validity of such title. Upon such delivery and acceptance, all responsibility and risk of loss with respect to such Hulk shall pass to the Buyer. As of the date of such delivery and acceptance, the Buyer shall be unconditionally obligated to purchase such Hulk, without any right to a reduction in or setoff against the price thereof by reason of any past, present or future claims against the Seller under this Agreement, the Lease or otherwise.

In the event that any Hulk is not so delivered to the Buyer as provided herein after the date of any Bill of Sale with respect thereto the Buyer will assign to the Seller, without warranty of any kind, whatever right, title and interest the Buyer may then have in such Hulk and such Hulk shall thereafter be excluded from the provisions of this Agreement.

The Seller hereby represents and warrants to the Buyer, its successors and assigns, that this Agreement was duly authorized by it and lawfully executed and delivered for a valid consideration.

The terms of this Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. Section 11303.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. It shall not be 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 each party or its counsel, whereupon this Agreement shall become effective.

Very truly yours,

GRAND TRUNK WESTERN RAILROAD COMPANY,
as Seller

Attest: *M. P. Selaway*
M. P. SELAWAY
(Typed or Printed Name)

By: *P. E. Tatro*
P. E. TATRO
(Typed or Printed Name)

Title: ASST Secretary
(Corporate Seal)

Title: SR VP Finance
Address: 131 West Lafayette Blvd.
Detroit, Michigan 48226
Attention: Corporate Secretary

Accepted as of the date
first set above.

WILLIS-JENKINS, INC.,
as Buyer

Attest: *Steven J. Muzzumeci*
STEVEN J. MUZZUMECI
(Typed or Printed Name)

By: *Thomas C. Willis*
THOMAS C. WILLIS
(Typed or Printed Name)

Title: Assistant Secretary
(Corporate Seal)

Title: President
Address: 1111 Lake Cook Road
Suite 225
Buffalo Grove, Illinois 60090
Attention: President

STATE OF MICHIGAN)
) ss.:
COUNTY OF WAYNE)

On the 15th day of October 1984, before me personally appeared P.E. Tatro, who, being by me duly sworn, did say that he/she is an Authorized Officer of GRAND TRUNK WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation, by authority of its by-laws and by resolution of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Ruth A. Serra
Notary Public

(NOTARIAL SEAL)

My Commission Expires: _____

RUTH A. SERRA
Notary Public, Wayne County, MI
My Commission Expires Mar. 24, 1986

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

On the 11 day of October 1984, before me personally appeared Thomas C. Mullie, who, being by me duly sworn, did say that he/she is an Authorized Officer of WILLIS-JENKINS, INC., that one of the seals affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation, by authority of its by-laws and by resolution of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Rosetta L. Di Orio
Notary Public

(NOTARIAL SEAL)

My Commission Expires: _____

MY COMMISSION EXPIRES JULY 18, 1986

HULK PURCHASE AGREEMENT

Exhibit A

<u>Quantity</u>	<u>Description</u>	<u>Bearing Road Numbers</u>	<u>Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
100	60' 70 ton friction bearing box cars	Selected from the series GTW 383000 through GTW 383248	\$2,000.00	\$200,000.00

* It is agreed that, notwithstanding anything to the contrary contained in this Exhibit A or in the Hulk Purchase Agreement to which this Exhibit A is annexed ("this Agreement"), this Agreement will only cover Hulks delivered by the Seller and accepted by the Buyer on or after the date hereof, and on or before December 31, 1984. After delivery of all the Hulks covered by this Agreement, if necessary, this Exhibit A will be appropriately amended to describe only those Hulks covered by this Agreement.