Illinois Central Gulf

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. 8557-C Filed 1425

OCT 31 1984 -11 05 AM

INTERSTATE COMMERCE COMMISSION

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

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 Trustee 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 (an Equipment Trust Agreement) was recorded under Recordation No. 8557 on November 5, 1976.

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 Trustee:

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

Successor Trustee:

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

Lessee:

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 Equipment Trust Agreement and any Amendment or Supplement thereto.

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

Instrument dated August 31, 1984 amending an Equipment Trust Agreement dated as of October 15, 1976 with Recordation No. 8557, providing for the appointment of a Successor Trustee 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.

RECORDATION NO. 8557-C Filed 1425

OCT 31 1984 11 05 AM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF APPOINTMENT OF, ACCEPTANCE OF APPOINTMENT BY, AND ASSIGNMENT TO, SUCCESSOR TRUSTEE 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 Trustee,

MANUFACTURERS HANOVER TRUST COMPANY,
As Successor Trustee,

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY
As Lessee of Railroad Equipment

AMENDING

ILLINOIS CENTRAL GULF RAILROAD
EQUIPMENT TRUST AGREEMENT, SERIES 12
Dated as of October 15, 1976

INSTRUMENT OF APPOINTMENT OF,
ACCEPTANCE OF APPOINTMENT BY, AND
ASSIGNMENT TO, SUCCESSOR TRUSTEE
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, as Trustee ("Morgan"), Illinois Central Gulf Railroad Company, a corporation duly organized and existing under the laws of the State of Delaware (the "Railroad") and Manufacturers Hanover Trust Company, a corporation duly organized and validly existing under the laws of the State of New York, as successor trustee ("Manufacturers Hanover").

WHEREAS, the Railroad and Morgan have entered into the Equipment Trust Agreement listed on Schedule A attached hereto (such Equipment Trust Agreement as heretofore supplemented or amended is hereinafter referred to as the "Equipment Trust Agreement") pursuant to the terms of which certain leased railroad equipment is held by the Trustee in trust for the benefit of the holders of the Trust Certificates (as defined in the Equipment Trust Agreement); and

WHEREAS, Morgan has continued to act and is

currently acting as Trustee under the Equipment Trust Agreement; and

WHEREAS, pursuant to the Equipment Trust Agreement Morgan may notify the Railroad in writing of its desire to divest itself of the Trust Equipment (as defined in the Equipment Trust Agreement) and terminate its duties and obligations and rights under the Equipment Trust Agreement and under the Trust Certificates issued pursuant thereto; and

WHEREAS, Morgan has so notified the Railroad (a copy of such notice being attached hereto as Exhibit A) and, pursuant to the Equipment Trust Agreement, the Railroad thereafter has the right to designate in writing to Morgan a bank or trust company, doing business in the Borough of Manhattan, City and State of New York, and having a capital and surplus aggregating at least $100,000,000, as successor trustee to which may be assigned the entire right, title and interest of Morgan in the Trust Equipment and in which may be vested the rights, powers, duties and obligations of Morgan under the Equipment Trust Agreement and under the Trust Certificates, such successor trustee to serve subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates to appoint any successor trustee within one year from the date of Morgan's notice to the Railroad referred to hereinabove; and

WHEREAS, Manufacturers Hanover is a bank and trust

company doing business 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 Equipment Trust Agreement the Railroad has designated in writing to Morgan that Manufacturers Hanover, as successor trustee, is to be assigned all right, title and interest of the Trustee and vested with such rights, powers, duties and obligations of Morgan (a copy of such designation being attached hereto as Exhibit B); and

WHEREAS, the Equipment Trust Agreement was filed with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act (successor to Section 20c of such Act) and assigned the recordation number set forth on Schedule A; and

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

WHEREAS, the parties hereto desire to execute this Instrument and to file the same pursuant to Section 11303 of the Interstate Commerce Act to evidence for the public

record the appointment of Manufacturers Hanover as successor trustee under the Equipment Trust Agreement and the change in identification numbers of certain units of Trust Equipment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. The Railroad 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 trustee under the Equipment Trust Agreement and the Trust Certificates.

2. Effective at the close of business on August 31, 1984, Manufacturers Hanover hereby accepts all the estates, properties, rights, powers, trusts, duties and obligations of Morgan, Manufacturers Hanover's predecessor in trust under the Equipment Trust Agreement, upon the terms and conditions set forth herein and therein.

3. Manufacturers Hanover, pursuant to the provisions of the Equipment Trust Agreement, hereby requests that Morgan by these presents transfer and convey to Manufacturers Hanover, as successor trustee, all the right, title and interest in and to the Trust Equipment and to any cash, securities or other property held by Morgan under the Equipment Trust Agreement and all the rights, powers, trusts, duties and obligations of Morgan under the Equipment

Trust Agreement, 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 trustee, all the right, title and interest of Morgan in and to the estate created by the Equipment Trust Agreement (including, without limitation, any money, securities, and Trust Equipment) and all rights, powers, trusts, duties and obligations under the Equipment Trust Agreement and the Trust Certificates and does hereby pay over, assign, transfer and deliver to Manufacturers Hanover, as successor trustee, any money, securities or other property which Morgan, as predecessor Trustee, holds pursuant to the terms of the Equipment Trust Agreement.

The above-mentioned 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 Trust Equipment, without any representation or warranty whatsoever, with respect to the Trust 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 Trust Equipment being transferred hereby and, with respect to the Trust 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 Trust 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 Equipment Trust Agreement; and such Trust Equipment is accepted by Manufacturers Hanover, as successor trustee, subject to all the foregoing conditions set forth in this paragraph.

5. Upon the transfer and delivery of all moneys, any securities and Trust 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 and of the trust, Morgan shall be relieved and discharged of all the title, rights, powers, duties and obligations of the trust thereunder and under the Trust Certificates, 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 Trustee shall not be terminated by the execution and delivery of this instrument.

6. Notwithstanding any of the above, the appointment of Manufacturers Hanover as successor trustee is subject to the right of the holders of the majority in principal amount of the then outstanding Trust Certificates under the Equipment Trust Agreement by an instrument in writing to appoint any successor trustee, if such appointment is made within one year from the date of the giving of notice by Morgan to the Railroad of its intention to resign as Trustee.

7. Manufacturers Hanover shall not be held responsible in any way to the holders of the Trust Certificates or to any other person by reason of any act or omission of Morgan, as Trustee.

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

9. The Railroad represents and warrants that:

(a) it is validly organized and existing;

(b) upon due execution and issuance thereof by Morgan, the Certificates were validly and lawfully issued;

(c) it has performed or fulfilled each covenant, agreement and condition on its part to be performed or fulfilled under the Equipment Trust Agreement;

(d) 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 Equipment Trust Agreement; and

(e) it will continue to perform the obligations undertaken by it under the Equipment Trust Agreement and its guaranty endorsed on each Trust Certificate.

10. 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 trust created by the Equipment Trust 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, as Trustee, 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 Equipment Trust Agreement exists.

11. Manufacturers Hanover represents and warrants that it is eligible and qualified to serve as successor trustee under the provisions of the Equipment Trust Agreement.

12. 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 Trustee and Statement of New Identifying Numbers of Railroad Equipment, or such other instruments as may be appropriate, to be filed and recorded pursuant to Section 11303 of the Interstate Commerce Act and otherwise as may be required by law for the full protection of the title of the successor trustee and of the rights of the holders of Trust Certificates so that this Instrument, the Equipment Trust Agreement and all said other instruments, shall at all times be duly filed and recorded.

The Railroad will promptly furnish to the successor trustee certificates or other evidences of such filing and recording and an Opinion or Opinions of Counsel (as defined in the Equipment Trust Agreement) with respect thereto.

13. 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 trustee in the premises,and will do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Trust Equipment.

14. Notwithstanding anything to the contrary in the Equipment Trust Agreement and the Trust Certificates, any Trust Certificate issued by Manufacturers Hanover as successor trustee under the Equipment Trust Agreement shall be signed by the facsimile signature of one of its Assistant Vice Presidents and its corporate seal in facsimile shall be imprinted thereon and attested by the manual signature of one of its Trust Officers and thereupon such Trust Certificate shall have the same effect as if it had been signed prior to the entry into force of this Instrument by the facsimile signature of a Vice President of Morgan and Morgans's corporate seal or a facsimile thereof had been affixed thereto and attested by one of the Assistant Trust

Officers of Morgan.

Similarly, any dividend warrants attached to the Trust Certificates shall bear the facsimile signature of one of Manufacturers Hanover's Assistant Vice Presidents in place of the facsimile signature of one of Morgan's Vice Presidents or its Treasurer.

15. 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.

16. All notices, demands and other communications under the Equipment Trust Agreement shall be given to Manufacturers Hanover, as successor trustee, 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 Railroad in writing by Manufacturers Hanover.

17. A complete listing of the Trust Equipment subject to the Equipment Trust Agreement showing the type and current identification number of each unit thereof is attached hereto as Schedule B. This listing replaces and supersedes all previous listings of Trust Equipment in the Equipment Trust Agreement or any amendment or supplement thereto.

ILLINOIS CENTRAL GULF RAILROAD

COMPANY

By _____
Treasurer

(SEAL)

Attest:

_____
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By _____
P. J. Crooks
Vice President

(SEAL)

Attest:

_____
J. M. Gaudioso
Assistant Secretary

MANUFACTURERS HANOVER TRUST
COMPANY

By _____
Assistant Vice President ~~and~~
~~Trust Officer~~

(SEAL)

Attest:

_____
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 20TH 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.

Michael J. Cryer
Notary Public
My Commission Expires Jan. 27, 1986

(SEAL)

My Commission Expires:

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

On this 28th 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 29th day of August, 1984 before me personally appeared _____ to me personally known, who, being by me duly sworn, says that he is a _____ 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.

James Foley
Notary Public

(SEAL)

My Commission Expires:

JAMES FOLEY
Notary Public, State of New York
No. 31-6343400
Qualified in New York County
Commission Expires March 30, 1986

Exhibit A

June 27, 1984

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

Attention: Treasurer

Dear Sirs:

Pursuant to Section 7.10 of each of the equipment trust agreements listed on Schedule A attached hereto, to which you and Morgan Guaranty Trust Company of New York, Trustee (the "Trustee"), are parties, this is to notify you that with respect to each such equipment trust agreement the Trustee desires to divest itself of title to the Trust Equipment (as defined therein) and to terminate its duties and obligations and rights as Trustee thereunder and under the Trust Certificates issued pursuant thereto, in each case effective August 31, 1984. Please notify the Trustee within two weeks of your designation of a successor trustee to which may be assigned the entire right, title and interest of the Trustee in such Trust Equipment and in which may be vested the rights, powers, duties and obligations of the Trustee under each such equipment trust agreement and under the Trust Certificates issued pursuant thereto.

Very truly yours,

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By

Patrick J. Crooks
Vice President

Schedule A
(to Exhibit A)

1. Equipment Trust Agreement Series 60 dated as of August 1, 1969.
2. Equipment Trust Agreement Series 63 dated as of November 1, 1971.
3. Equipment Trust Agreement Series 64 dated as of April 15, 1972.
4. Equipment Trust Agreement Series 65 dated as of June 15, 1972.
5. Equipment Trust Agreement Series 1 dated as of September 15, 1972.
6. Equipment Trust Agreement Series 2 dated as of December 15, 1972.
7. Equipment Trust Agreement Series 3 dated as of February 15, 1973.
8. Equipment Trust Agreement Series 5 dated as of May 1, 1973.
9. Equipment Trust Agreement Series 6 dated as of August 1, 1973.
10. Equipment Trust Agreement Series 7 dated as of November 15, 1973.
11. Equipment Trust Agreement Series 8 dated as of April 15, 1974.
12. Equipment Trust Agreement Series 9 dated as of June 15, 1974.
13. Equipment Trust Agreement Series 10 dated as of July 15, 1974.
14. Equipment Trust Agreement Series 11 dated as of June 1, 1976.
15. Equipment Trust Agreement Series 12 dated as of October 15, 1976.
16. Equipment Trust Agreement Series 13 dated as of February 1, 1977.
17. Equipment Trust Agreement Series 14 dated as of May 1, 1977.
18. Equipment Trust Agreement Series 15 dated as of October 15, 1977.
19. Equipment Trust Agreement Series 16 dated as of January 15, 1978.
20. Equipment Trust Agreement Series 17 dated as of March 15, 1978.

Exhibit B

June 28, 1984

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

Attention: Patrick J. Crooks
Vice President

Dear Sirs:

Pursuant to Section 7.10 of each of the equipment trust agreements listed on Schedule A attached hereto to which you and Illinois Central Gulf Railroad Company (the "Railroad") are parties, and in response to your letter to the Railroad dated June 27, 1984 notifying of your desire to divest title to the Trust Equipment (as defined in such equipment trust agreements) and to terminate your duties and obligations and rights under such equipment trust agreements and the Trust Certificates issued pursuant thereto, in each case effective August 31, 1984, this is to notify you that the Railroad designates Manufacturers Hanover Trust Company, trustee (a corporation doing business in the Borough of Manhattan, City and State of New York having a capital and surplus aggregating at least $100,000,000) as successor trustee, effective August 31, 1984, to which is to be assigned the entire right, title and interest of you as Trustee in the Trust Equipment and in which are to be vested the rights, powers, duties and obligations of the Trustee under each such equipment trust agreement and under the Trust Certificates.

Very truly yours,

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By _____

Schedule A
(to Exhibit B)

1. Equipment Trust Agreement Series 60 dated as of August 1, 1969.
2. Equipment Trust Agreement Series 63 dated as of November 1, 1971.
3. Equipment Trust Agreement Series 64 dated as of April 15, 1972.
4. Equipment Trust Agreement Series 65 dated as of June 15, 1972.
5. Equipment Trust Agreement Series 1 dated as of September 15, 1972.
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17. Equipment Trust Agreement Series 14 dated as of May 1, 1977.
18. Equipment Trust Agreement Series 15 dated as of October 15, 1977.
19. Equipment Trust Agreement Series 16 dated as of January 15, 1978.
20. Equipment Trust Agreement Series 17 dated as of March 15, 1978.

SCHEDULE A

Equipment Trust Agreement Designation	Date of Agreement	ICC Recordation Number
ICGRR, Series 12	October 15, 1976	8557

ILL. CENT. GULF RR TRUST, SERIES 12
DATED AS OF OCTOBER 15, 1976 T#312

SCHEDULE B

ROAD I-D	FROM CAR #	THRU CAR #	OLD NUMBER	# OF CARS	DESCRIPTION
ICG	7734	7734		1	GP-8 LOCOMOTIVE
ICG	7800	7800		1	GP-8 LOCOMOTIVE
ICG	7900	7900		1	GP-8 LOCOMOTIVE
ICG	7903	7903		1	GP-8 LOCOMOTIVE
ICG	7906	7906		1	GP-8 LOCOMOTIVE
ICG	7910	7910		1	GP-8 LOCOMOTIVE
ICG	7954	7954		1	GP-8 LOCOMOTIVE
ICG	7965	7965		1	GP-8 LOCOMOTIVE
				8	SUB-TOTAL
ICG	8006	8006		1	GP-10 LOCOMOTIVE
ICG	8015	8016		2	GP-10 LOCOMOTIVE
ICG	8043	8043		1	GP-10 LOCOMOTIVE
ICG	8050	8050		1	GP-10 LOCOMOTIVE
ICG	8097	8098		2	GP-10 LOCOMOTIVE
ICG	8126	8126		1	GP-10 LOCOMOTIVE
ICG	8130	8130		1	GP-10 LOCOMOTIVE
ICG	8136	8136		1	GP-10 LOCOMOTIVE
ICG	8147	8147		1	GP-10 LOCOMOTIVE
ICG	8153	8153		1	GP-10 LOCOMOTIVE
ICG	8156	8156		1	GP-10 LOCOMOTIVE
ICG	8174	8174		1	GP-10 LOCOMOTIVE
ICG	8178	8178		1	GP-10 LOCOMOTIVE
ICG	8203	8203		1	GP-10 LOCOMOTIVE
ICG	8214	8214		1	GP-10 LOCOMOTIVE
ICG	8240	8240		1	GP-10 LOCOMOTIVE
ICG	8358	8358		1	GP-10 LOCOMOTIVE
ICG	8460	8460		1	GP-10 LOCOMOTIVE
ICG	8461	8461		1	GP-10 LOCOMOTIVE
ICG	8462	8462		1	GP-10 LOCOMOTIVE
				22	SUB-TOTAL
ICG	867000	867014		15	70-TON WOODCHIP
ICG	867016	867039		24	70-TON WOODCHIP
ICG	867041	867069		29	70-TON WOODCHIP
ICG	867070	867149		80	70-TON WOODCHIP
				148	SUB-TOTAL
				178	