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INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF
RESIGNATION, APPOINTMENT & ACCEPTANCE

RESIGNATION, APPOINTMENT and ACCEPTANCE (the "Instrument"), dated as of MAY 1, 1984, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, having its principal office in San Francisco, California (the "Resigning Agent"), and MANUFACTURERS HANOVER TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York, having its principal corporate trust office at 600 Fifth Avenue, New York, New York 10020 (the "Successor Agent").

WHEREAS, there are currently issued and outstanding certain Certificates of Interest (the "Securities") under the Finance Agreement, dated as of May 15, 1973, among Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the Investors (as defined therein) and the Resigning Agent (the "Agreement"); and

WHEREAS, the Resigning Agent wishes to resign as agent under the Agreement; and

WHEREAS, on June 25, 1984 the Resigning Agent sent notice to the Investors informing them that the Resigning Agent was resigning as Agent under the Agreement, effective as of the date of this Instrument, and that, pursuant to Section 6(f) of the Agreement, Investors holding more than 66 2/3% of the outstanding principal amount of the Securities had the right to appoint a successor agent at any time up until the date hereof; and

WHEREAS, such Investors have not duly appointed any successor agent; and

WHEREAS, pursuant to Section 6(f) of the Agreement, the Resigning Agent is therefore authorized to appoint the Successor Agent as Agent under the Agreement; and

WHEREAS, the Successor Agent wishes to accept appointment as successor agent under the Agreement.

NOW THEREFORE, the Resigning Agent and the Successor Agent agree as follows:

ARTICLE I

THE RESIGNING AGENT

1.1 The Resigning Agent hereby represents and warrants to the Successor Agent that:

To the best knowledge of the Resigning Agent, no covenant or condition contained in the Agreement has been waived by the holders of the percentage in aggregate principal amount of the Securities required by the Agreement to effect any such waiver.

1.2 The Resigning Agent hereby resigns as agent under the Agreement and appoints the Successor Agent as successor agent under the Agreement and assigns, transfers, delivers and confirms to the Successor Agent all of its right, security title and interest in and to the agency under the Agreement and all of its rights, security titles, interests, capacities, privileges, duties and obligations as agent under the Agreement and the Agreement and Assignment dated as of May 15, 1973 among the Manufacturers (as defined therein) and the Resigning Agent (the "Assignment").

1.3 The Resigning Agent agrees to execute and deliver such further instruments and shall take such further action as the Successor Agent may reasonably request so as to more fully and certainly vest and confirm in the Successor Agent all the rights, security titles, interests, capacities, privileges, duties and obligations hereby assigned, transferred, delivered and confirmed to the Successor Agent.

1.4 To the extent that the Resigning Agent is appointed to any other capacity under the Agreement, such as paying agent or registrar of the Securities, the Resigning Agent hereby resigns from such capacity and appoints the Successor Agent as such paying agent or registrar for the Securities.

THE SUCCESSOR AGENT

2.1 The Successor Agent hereby represents and warrants to the Resigning Agent that the Successor Agent is qualified and eligible under the provisions of the Agreement to act as Agent under the Agreement, and that, as of the Effective Date, all required consents, approvals, authorizations, orders of and filings with governmental bodies or agencies will have been duly obtained or accomplished.

2.2 The Successor Agent hereby accepts its appointment as successor agent under the Agreement and shall hereby be vested with all the rights, security titles, interests, capacities, privileges, duties and obligations of the agent under the Agreement and the Assignment.

2.3 The Successor Agent shall, until further notice, administer the agency created under the Agreement at the corporate trust office of the Successor Agent located at 600 Fifth Avenue, New York, New York 10020, and any notices to the Successor Agent in connection with the Agreement shall be given to the Successor Agent at such office.

2.4 Promptly after the execution and delivery of this Instrument, the Successor Agent shall cause such notice of the resignation, appointment and acceptance to be effected hereby to be given or published as is required pursuant to the terms of the Agreement. Any notice required to be given to holders of Securities pursuant to the terms of the Agreement, shall be in the form of the notice annexed hereto as Exhibit A.

2.5 The Successor Agent hereby accepts its appointment to each such other capacity, such as paying agent or registrar of the Securities, to which the Resigning Agent was appointed under the Agreement.

2.5 The Successor Agent hereby agrees that it will use its best efforts to cause this Instrument to be filed or recorded in each recording office at which the Agreement was originally filed or recorded.

ARTICLE III

NOTICES, LEGENDS, ETC.

3.1 The parties hereto agree that all references to Wells Fargo Bank, National Association, as Agent, in the Assignment shall be deemed to refer to Manufacturers Hanover Trust Company, as succeeding agent. All notices or payments which were required by the terms of said Assignment to be given or paid to the Agent shall be given or paid to:

Manufacturers Hanover Trust Company
600 Fifth Avenue
New York, New York 10020
Attention: Corporate Trust Department

ARTICLE IV

MISCELLANEOUS

4.1 Except as otherwise expressly provided or unless the context otherwise requires, all terms used herein which are defined in the Agreement shall have the meanings ascribed to them in the Agreement.

4.2 This Instrument and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on the date first above written upon the execution and delivery hereof by each of the parties hereto.

4.3 This Instrument shall be governed by and construed in accordance with the law governing the Agreement.

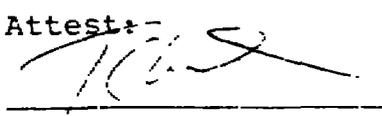
4.4 This Instrument may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and their respective seals to be affixed hereunder and duly attested all as of the day and year first above written.

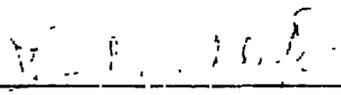
(Corporate Seal)

Attest:

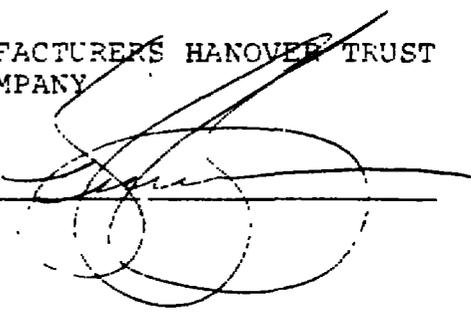

(Corporate Seal)

Attest:-


WELLS FARGO BANK,
NATIONAL ASSOCIATION

By 
VIC. President

MANUFACTURERS HANOVER TRUST
COMPANY

By 

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
CITY AND COUNTY OF SAN FRANCISCO) SS:

On this 5th day of June 1985, before me personally appeared Jack W. Wetzel to me known, who, being by me duly sworn, did depose and say that he resides at Pineville, California, that he is Vice President of Wells Fargo Bank, National Association, the national association described in and which executed the foregoing instrument; that he knows the seal of said national association; that the seal affixed to said instrument is such national association's seal; that it was so affixed by authority of the Board of Directors of said national association; and that he signed his name thereto by like authority.

Lula Jean Keeton
Notary Public



STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On the 3 day of June, 1984, before me personally came, Timothy C. Crane to me known, who, being by me duly sworn, did depose and say that he resides at 320 Watch Hill Road, RFD 1, Peekskill, NY 10566; that he is a Vice President of Manufacturers Hanover Trust Company, a corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to the authority of the Board of Directors of said corporation; and that he signed his name thereto pursuant to like authority.

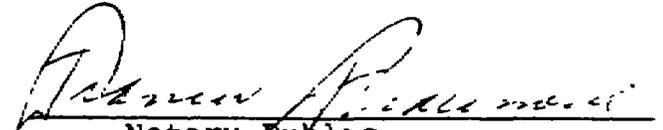

Notary Public

EXHIBIT A

Notice to Holders of Certificates of Interest

Wells Fargo Bank, National Association hereby notifies you that it has resigned as Agent under the Finance Agreement, dated as of May 15, 1973, of Chicago, Milwaukee, St. Paul and Pacific Railroad Company and certain parties therein named on Schedule 1 pursuant to which your Certificates of Interest were issued and are outstanding. Wells Fargo has appointed Manufacturers Hanover Trust Company, whose Corporate Trust Office is located at 600 Fifth Avenue, New York, New York 10020, as Successor Agent under the Finance Agreement, which appointment has been accepted and became effective as of MAY 1, 1984.

WELLS FARGO BANK,
NATIONAL ASSOCIATION
475 Sansome Street
San Francisco, California 94104