

KELLEY DRYE & WARREN

7548

101 PARK AVENUE

NEW YORK, N. Y. 10178

(212) 808-7800

CABLE "LAWYERLY"

TELEX 12369

TELECOPIER: (212) 808-7898

(212) 808-7899

WRITER'S DIRECT LINE

(212) 808-7658

REGISTRATION 140 7538 D Filed 1425

APR 8 1986 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

624 SOUTH GRAND AVENUE  
LOS ANGELES, CA 90017  
(213) 689-1300  
TELECOPIER (213) 622-6639

50 CALIFORNIA STREET  
SAN FRANCISCO, CA 94111  
(415) 989-3530  
TELECOPIER (415) 421-9454

ONE LANDMARK SQUARE  
STAMFORD, CT 06901  
(203) 324-1400  
TELECOPIER (203) 327-2669

1333 NEW HAMPSHIRE AVE, N. W.  
WASHINGTON, D. C. 20036  
(202) 463-8333  
TELECOPIER (202) 463-8338

SOUTHEAST FINANCIAL CENTER  
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MIAMI, FL 33131-2388  
(305) 372-0030  
TELECOPIER (305) 358-5188

175 SOUTH STREET  
MORRISTOWN, NJ 07960  
(201) 267-4948

TAGGART D. ADAMS  
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MARTIN D. HEYERT  
CAROL D. HINTON \*

BUD GEO. HOLMAN  
MICHAEL S. INSEL  
THOMAS B. KINZLER  
ARNOLD S. KLEIN  
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HARVEY FOLKS ZIMAND

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WILLIAM C. BURT \*  
JOSEPH W. DRAKE, JR.

THOMAS B. GILCHRIST, JR.  
NEIL T. PROTO \*  
ALFRED W. ROBERTS  
EDWARD R. VENIT \*

COUNSEL

\*NOT ADMITTED IN NEW YORK

April 2, 1986  
6-098A120

No. \_\_\_\_\_  
Date APR 08 1986  
Fee \$ 10.00

ICC Washington, D.C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

Enclosed are two originals and one photocopy of an Instrument of Resignation, Appointment and Acceptance, dated May 1, 1985 by and between Trust Company For USL, Inc., Wells Fargo Bank, N.A. and Manufacturers Hanover Trust Company (the "Instrument"), to be recorded pursuant to Section 11303 of Title 49 of the United State Code.

The Instrument is a secondary document evidencing the resignation of Wells Fargo Bank as trustee under the Trust Agreement, dated as of April 10, 1974 between Trust Company For USL, Inc. and Wells Fargo (the "Trust Agreement"), the appointment of Manufacturers Hanover by Trust Company For USL, Inc. as successor trustee under the Trust Agreement and the acceptance of such appointment by Manufacturers Hanover. The Trust Agreement, which was recorded by the Interstate Commerce

KELLEY DRYE & WARREN

Interstate Commerce  
Commission

-2-

April 2, 1986

Commission on June 6, 1974 at 10:30 a.m., Recordation No. 7528, is the primary document to which the Instrument is connected.

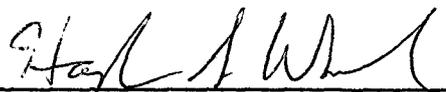
The names and addresses of the parties to the documents are as follows:

Trust Company For USL, Inc.  
P.O. Box 66011  
Chicago, Illinois 60666

Manufacturers Hanover Trust Company of California  
600 Fifth Avenue  
New York, New York 10020  
50 California Street  
SF, Calif 94111

A check for the filing fee of \$10 is enclosed herewith. Please return the original and any extra copies not needed by the Commission for recordation to Hayden S. Wool, Esq., Kelley Drye & Warren, 101 Park Avenue, New York, New York 10178.

Very truly yours,

  
\_\_\_\_\_  
Hayden S. Wool, Esq.

INSTRUMENT OF  
RESIGNATION, APPOINTMENT & ACCEPTANCE

REGISTRATION NO. 7528  
APR 8 1986 - 11 10 AM  
INTERSTATE COMMERCE COMMISSION

RESIGNATION, APPOINTMENT and ACCEPTANCE (the "Instrument"), dated as of MAY 1, 198~~5~~ by and among TRUST COMPANY FOR USL, INC. (the "Company"), 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 Trustee"), and MANUFACTURERS HANOVER TRUST COMPANY OF CALIFORNIA, a corporation duly organized and existing under the laws of the State of California, having its principal corporate trust office at 50 California Street, San Francisco, California 94111 (the "Successor Trustee").

WHEREAS, there are currently issued and outstanding the Company's 9 1/2% Equipment Trust Certificates Due October 10, 1989 (the "Securities") under an Equipment Trust Agreement dated as of April 10, 1974 between the Company and the Resigning Trustee, as amended by Amendment No. 1 dated as of May 30, 1974 and as supplemented by the Supplement dated as of July 1, 1975 (the "Indenture"); and

WHEREAS, the Resigning Trustee wishes to resign as trustee under the Indenture; and

WHEREAS, the Company wishes to appoint the Successor Trustee to succeed the Resigning Trustee as trustee under the Indenture; and

WHEREAS, the Successor Trustee wishes to accept appointment as successor trustee under the Indenture.

NOW, THEREFORE, the Company, the Resigning Trustee and the Successor Trustee agree as follows:

ARTICLE I

THE RESIGNING TRUSTEE

1.1 Pursuant to the provisions of the Indenture, the Resigning Trustee hereby notifies the Company that the Resigning Trustee is hereby resigning as trustee under the Indenture, effective as of MAY 1, 198~~5~~ (the "Effective Date").

1.2 The Resigning Trustee hereby represents and warrants to the Successor Trustee that:

Except as set forth in Section 3.1 hereof, to the best knowledge of the Resigning Trustee, no covenant or condition contained in the Indenture has been waived by the holders of the percentage in aggregate principal amount of the Securities required by the Indenture to effect any such waiver.

1.3 Effective as of the Effective Date, the Resigning Trustee hereby assigns, transfers, delivers and confirms to the Successor Trustee all of its right, title, and interest in and to the trusts under the Indenture and all of its rights, titles, interests, capacities, privileges, duties and obligations as trustee under the Indenture, including without limitation the property listed in Schedule A hereto. The Resigning Trustee, effective as of the Effective Date, hereby assigns, transfers, delivers and confirms to the Successor Trustee all of its rights, titles and interests under the Assignment of Lease and Agreement dated as of April 10, 1974 between the Company and the Resigning Trustee (the "Assignment").

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

1.5 To the extent that the Resigning Trustee is appointed to any other capacity under the Indenture, such as paying agent or registrar of the Securities, or as the office or agency maintained by the Company, the Resigning Trustee resigns from such capacity, effective as of the Effective Date.

## ARTICLE II

### THE COMPANY

2.1 The officer of the Company attesting to the execution of this Instrument by the Company hereby certifies that annexed hereto marked Exhibit A is a copy of Board Resolutions duly adopted by the Board of Directors of the Company, which are in full force and effect on the date hereof, authorizing certain officers of the Company, including the officer executing this Instrument, to:

(a) accept the Resigning Trustee's resignation as trustee under the Indenture; (b) appoint the Successor Trustee as successor trustee under the Indenture; and (c) execute and deliver such agreements and other instruments as may be necessary or desirable to effectuate the succession of the Successor Trustee as successor trustee under the Indenture.

2.2 Effective as of the Effective Date, the Company hereby accepts the resignation of the Resigning Trustee and appoints the Successor Trustee as successor trustee under the Indenture and confirms to the Successor Trustee all the rights, titles, interests, capacities, privileges, duties and obligations of the trustee under the Indenture subject, however, to the right of the holders of a majority in interest of the Securities to supercede such appointment by appointing a different successor trustee.

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

2.4 To the extent that the Resigning Trustee was appointed to any other capacity under the Indenture, such as paying agent or registrar of the Securities, or as the office or agency maintained by the Company, the Company hereby appoints the Successor Trustee to each such other capacity, effective as of the Effective Date.

### ARTICLE III

#### THE SUCCESSOR TRUSTEE

3.1 The Successor Trustee hereby represents and warrants to the Resigning Trustee and to the Company that the holders of all the outstanding Securities have consented to the appointment of the Successor Trustee as trustee under the Indenture, 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.

3.2 Effective as of the Effective Date, the Successor Trustee hereby accepts its appointment as successor trustee under the Indenture and shall be vested with all the rights, titles, interests, capacities, privileges, duties and obligations of the trustee under the Indenture and the Assignment. The Successor Trustee hereby acknowledges receipt of the property listed in Schedule A hereto.

3.3 The Successor Trustee shall, until further notice to the Company, administer the trusts created under the Indenture at the corporate trust office of the Successor Trustee located at 50 California Street, San Francisco, California 94111, and any notices to the Successor Trustee in connection with the Indenture shall be given to the Successor Trustee at such office.

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

3.5 The Successor Trustee hereby accepts its appointment to each such other capacity, such as paying agent or registrar of the Securities, or the office or agency maintained by the Company, to which the Resigning Trustee was appointed under the Indenture, effective as of the Effective Date.

#### ARTICLE IV

##### NOTICES, LEGENDS, ETC.

4.1 The parties hereto agree that as of the Effective Date all references to Wells Fargo Bank, National Association, as Trustee, in each of the Lease, the Assignment, the Consent and the form of Securities (the "Security Documents") shall be deemed to refer to Manufacturers Hanover Trust Company of California, as succeeding trustee. After the Effective Date, all notices or payments which were required by the terms of the Security Documents to be given or paid to the Trustee shall be given or paid to:

Manufacturers Hanover Trust Company  
of California  
50 California Street  
San Francisco, California 94111  
Attention: Corporate Trust Department

4.2 Effective as of the Effective Date and pursuant to Section 4.06 of the Indenture, the Successor Trustee hereby designates that the legend marked on each unit of equipment covered by the security interest created by the Security Documents be changed to read "Owned by Manufacturers Hanover Trust Company of California, 50 California Street, San Francisco, California 94111, as Trustee under the terms of an Equipment Trust Agreement." The Company hereby covenants and agrees that it will cause such legend to be changed at the next regularly scheduled maintenance and painting of each such unit of equipment occurring after the Effective Date.

ARTICLE V  
MISCELLANEOUS

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

5.2 The resignation, appointment and acceptance effected hereby shall become effective as of the opening of business on the Effective Date.

5.3 Notwithstanding the resignation of the Resigning Trustee effected hereby, the Company shall remain obligated under the terms of the Indenture to compensate, reimburse and indemnify the Resigning Trustee in connection with its trusteeship under the Indenture.

5.4 This Instrument shall be governed by and construed in accordance with the law governing the Indenture.

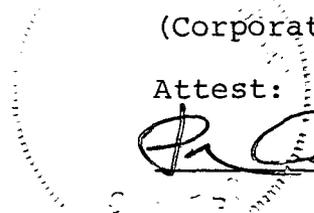
5.5 This Instrument may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

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)

TRUST COMPANY FOR USL, INC.

Attest:

  
[Signature]  
Secretary

By [Signature]  
President

(Corporate Seal)

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

Attest:

[Signature]  
ASSISTANT SECRETARY

By [Signature]  
VICE PRESIDENT

(Corporate Seal)

MANUFACTURERS HANOVER TRUST COMPANY  
OF CALIFORNIA

Attest:

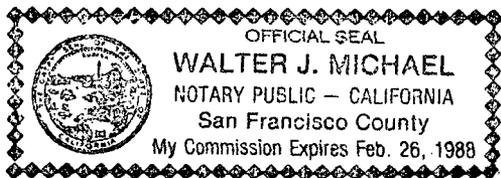
[Signature]  
ASSISTANT SECRETARY

By [Signature]  
VICE PRESIDENT

STATE OF California )  
COUNTY OF San Francisco ) ss.

On this 14<sup>th</sup> day of August in the year 1985  
before me, Walter J. Michael, a Notary Public, State  
of California, duly commissioned and sworn, personally  
appeared Dasa Wakawan, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be President  
of Trust Company for USL, Inc.  
the person who executed the above instrument on behalf of  
Trust Company for USL, Inc., and acknowledged to me that  
said corporation executed the same; and being sworn by me,  
he did depose and say that he knows the seal of said cor-  
poration, that the seal affixed to the above instrument is  
such corporate seal, that it was so affixed pursuant to  
the authority of the Board of Directors of said corpora-  
tion, and that he signed his name thereto pursuant  
to like authority.

IN WITNESS WHEREOF I have hereunto set my hand and  
affixed my official seal in the San Francisco County of  
California on the date set forth above in this certificate.



Walter J. Michael  
Notary Public, State of

My commission expires February 26, 1988

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN FRANCISCO )

On this *26* day of *May* in the year *1985*  
before me, *Lula Jean Keeton*, a Notary Public, State  
of California, duly commissioned and sworn, personally  
appeared Jack W. Wetzel, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be a Vice  
President of Wells Fargo Bank, N.A., the person who executed  
the above instrument on behalf of Wells Fargo Bank, N.A., and  
acknowledged to me that said corporation executed the  
same; and being sworn by me, he did depose and say that he  
knows the seal of said corporation, that the seal affixed to  
the above 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.

IN WITNESS WHEREOF I have hereunto set my hand and  
affixed my official seal in the *San Francisco* County of  
*California* on the date set forth above  
in this certificate.



*Lula Jean Keeton*  
Notary Public, State of California  
My commission expires *June 10, 1986*

STATE OF CALIFORNIA ]  
] ss.  
COUNTY OF SAN FRANCISCO ]

On this 20 day of ~~April~~<sup>May</sup>, 1985 in the year before me, Lula Jean Keeton, a Notary Public, State of California, duly commissioned and sworn, personally appeared Karen Spielman, personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of Manufacturers Hanover Trust Company of California, the person who executed the above instrument on behalf of Manufacturers Hanover Trust Company of California, and acknowledged to me that said corporation executed the same; and being sworn by me, she did depose and say that she knows the seal of said corporation, that the seal affixed to the above instrument is such corporate seal, that it was so affixed pursuant to the authority of the board of Directors of said corporation, and that she signed her name thereto pursuant to like authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the San Francisco County of California on the date set forth above in this certificate.



*Lula Jean Keeton*  
Notary Public, State of California  
My commission expires June 10, 1986.

Seal

EXHIBIT A

BOARD RESOLUTIONS

The following is a true copy of resolutions duly adopted on \_\_\_\_\_, 19\_\_\_\_, by the Board of Directors of Trust Company for USL, Inc.:

"RESOLVED, that any officer of this Corporation is hereby authorized to accept the resignation of Wells Fargo Bank, National Association as Trustee under the Corporation's Equipment Trust Agreement, dated as of April 10, 1974, and to appoint Manufacturers Hanover Trust Company of California as Successor Trustee under said Agreement and as this Corporation's agent for the payment of, registration of, and service of notices in connection with, the securities issued under said Agreement; and

FURTHER RESOLVED, that any officer of this Corporation is hereby authorized to enter into such agreements and other instruments as may be necessary or desirable to effectuate the appointment of said Successor Trustee under said Agreement."

EXHIBIT B

Notice to Holders of 9 1/2% Equipment Trust Certificates  
Due October 10, 1989:

Wells Fargo Bank, National Association, hereby notifies you that it is resigning as Trustee under the Equipment Trust Agreement, dated as of April 10, 1974 (the "Agreement"), pursuant to which your Equipment Trust Certificates were issued and are outstanding, effective as of MAY 1, 1984/5

Trust Company for USL, Inc., hereby notifies you that, pursuant to the terms of the Agreement, it has appointed Manufacturers Hanover Trust Company of California, whose Corporate Trust Office is located at 50 California Street, San Francisco, California 94111, as Successor Trustee under the Agreement. Such appointment has been accepted and will become effective on \_\_\_\_\_, 1984.

Date: \_\_\_\_\_

Wells Fargo Bank,  
National Association  
343 Sansome Street  
San Francisco, CA 94104

Trust Company for USL, Inc.  
1211 West 22nd Street  
Oak Brook, Illinois 60521

SCHEDULE A

List of Property Transferred  
to the Successor Trustee  
by the Resigning Trustee

<u>Quantity</u>	<u>Type</u>	<u>Identification Numbers (both inclusive)</u>
3	Depressed center flat cars, AAR Class FD	CN674100-674102
90	Gondola Coal Cars, AAR Class GT	CN199200-199209, CN199211-199217, CN199219-199227, CN199229-199248, CN199250-199273, and CN199275-199289