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2-274A035

SEP 30 1992-3 00 PM

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N.W.

SUITE 200

WASHINGTON, D.C.

20006-2973

SEP 30 1992-3 00 PM

INTERSTATE COMMERCE COMMISSION

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

10252-B

OF COUNSEL
URBAN A. LESTER

(202) 393-2266 INTERSTATE COMMERCE COMMISSION
FAX (202) 393-2156

10252-D

September 30, 1992

SEP 30 1992-3 00 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

10252-A
10252-B
10252-C
10252-D
SEP 30 1992-3 19 PM '92
REGISTRATION UNIT

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) executed original copies each of the following documents, all being secondary documents (as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177) relating to the Security Agreement dated as of January 1, 1979 which was filed and recorded on April 14, 1979 under Recordation Number 10252.

The secondary documents and the names and addresses of the parties executing the same are:

1. Transfer Agreement by and between

Transferor: Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606

Transferee: Interail, Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois

Urban A. Lester

Alvord

Mr. Sidney L. Strickland, Jr.
September 30, 1992
Page Two

2. Transfer Agreement and Supplement No. 1 to Security Agreement by and among

Transferor: The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Transferee: Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606

3. Termination Agreement by and between

Trustee: Continental Bank, N.A.
231 South LaSalle Street
Chicago, Illinois 60697

Beneficiary: Interail, Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois 60174

4. Supplement No. 2 to Security Agreement by and between

New Debtor: Interail, Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois 60174

Secured Party: Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606

A description of the railroad equipment covered by the enclosed document is attached hereto, said equipment also being subject to certain Equipment Lease filed under Recordation Number 10253.

Mr. Sidney L. Strickland, Jr.
September 30, 1992
Page Two

Also enclosed is a check in the amount of \$64 payable to the order of the Interstate Commerce Commission covering the required recordation files.

Kindly return one stamped copy of the enclosed documents to Robert W. Alvord, Esq., Alvord and Alvord, 918 16th Street, N.W., Washington, D.C. 20006.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

Schedule 1

179 Covered Hopper Cars having the following numbers:

LDCX	20000	LDCX	20063	LDCX	20130	LDCX	20195
LDCX	20001	LDCX	20064	LDCX	20131	LDCX	20196
LDCX	20002	LDCX	20065	LDCX	20132	LDCX	20197
LDCX	20003	LDCX	20066	LDCX	20133	LDCX	20198
LDCX	20005	LDCX	20067	LDCX	20134	LDCX	20199
LDCX	20006	LDCX	20068	LDCX	20136		
LDCX	20007	LDCX	20069	LDCX	20137		
LDCX	20008	LDCX	20070	LDCX	20138		
LDCX	20010	LDCX	20071	LDCX	20141		
LDCX	20011	LDCX	20072	LDCX	20142		
LDCX	20012	LDCX	20073	LDCX	20143		
LDCX	20013	LDCX	20074	LDCX	20144		
LDCX	20014	LDCX	20075	LDCX	20145		
LDCX	20015	LDCX	20076	LDCX	20146		
LDCX	20016	LDCX	20077	LDCX	20147		
LDCX	20017	LDCX	20080	LDCX	20148		
LDCX	20018	LDCX	20081	LDCX	20149		
LDCX	20019	LDCX	20083	LDCX	20151		
LDCX	20020	LDCX	20085	LDCX	20152		
LDCX	20021	LDCX	20086	LDCX	20153		
LDCX	20022	LDCX	20087	LDCX	20154		
LDCX	20023	LDCX	20088	LDCX	20156		
LDCX	20024	LDCX	20089	LDCX	20157		
LDCX	20025	LDCX	20090	LDCX	20158		
LDCX	20026	LDCX	20091	LDCX	20159		
LDCX	20027	LDCX	20092	LDCX	20160		
LDCX	20028	LDCX	20093	LDCX	20161		
LDCX	20029	LDCX	20094	LDCX	20162		
LDCX	20030	LDCX	20095	LDCX	20163		
LDCX	20032	LDCX	20097	LDCX	20164		
LDCX	20033	LDCX	20098	LDCX	20165		
LDCX	20034	LDCX	20099	LDCX	20166		
LDCX	20035	LDCX	20100	LDCX	20167		
LDCX	20036	LDCX	20101	LDCX	20169		
LDCX	20037	LDCX	20102	LDCX	20170		
LDCX	20038	LDCX	20103	LDCX	20171		
LDCX	20039	LDCX	20104	LDCX	20172		
LDCX	20040	LDCX	20105	LDCX	20173		
LDCX	20041	LDCX	20106	LDCX	20174		
LDCX	20042	LDCX	20107	LDCX	20175		
LDCX	20043	LDCX	20108	LDCX	20177		
LDCX	20044	LDCX	20109	LDCX	20178		
LDCX	20045	LDCX	20110	LDCX	20179		
LDCX	20046	LDCX	20111	LDCX	20180		
LDCX	20047	LDCX	20112	LDCX	20181		
LDCX	20048	LDCX	20113	LDCX	20182		
LDCX	20049	LDCX	20114	LDCX	20183		
LDCX	20050	LDCX	20115	LDCX	20184		
LDCX	20051	LDCX	20116	LDCX	20185		
LDCX	20052	LDCX	20118	LDCX	20186		
LDCX	20053	LDCX	20119	LDCX	20187		
LDCX	20054	LDCX	20120	LDCX	20188		
LDCX	20055	LDCX	20121	LDCX	20189		
LDCX	20057	LDCX	20122	LDCX	20190		
LDCX	20058	LDCX	20123	LDCX	20191		
LDCX	20059	LDCX	20125	LDCX	20192		
LDCX	20061	LDCX	20127	LDCX	20193		
LDCX	20062	LDCX	20129	LDCX	20194		

Interstate Commerce Commission
Washington, D.C. 20423

9/30/92

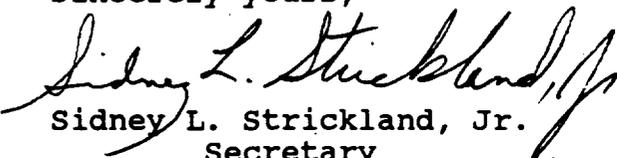
OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/30/92 at 3:25pm, and assigned recordation number(s). 10252-A, 10252-B, 10252-C & 10252-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

SEP 30 1992-8 22 PM

TRANSFER AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS TRANSFER AGREEMENT, dated as of September 30, 1992 between Sanwa Business Credit Corporation, a Delaware corporation (the successor by mergers to CI Transportation Leasing Corporation and hereinafter referred to as the "Transferor"), and Interail, Inc., a Kansas corporation (the "Transferee").

W I T N E S S E T H:

WHEREAS, the parties hereto desire to effect (a) the transfer by the Transferor to the Transferee of all of the right, title and interest of the Transferor (except as reserved in Section 2 below) in and to (i) the Trust Agreement dated as of January 1, 1979 (the "Trust Agreement") between Transferor and Continental Bank N.A. (f/k/a Continental Illinois National Bank and Trust Company of Chicago), as Trustee (the "Trustee"), (ii) the Trust Estate, (iii) the Participation Agreement, dated as of January 1, 1979 (together with any amendments thereto heretofore entered into, the "Participation Agreement"), among Louis Dreyfus Corporation (the "Lessee"), the Transferor, The Northwestern Mutual Life Insurance Company and the Trustee, (iv) the other Operative Agreements and (v) the proceeds from the foregoing; and (b) the assumption by the Transferee of the obligations of the Transferor arising or accruing under the Participation Agreement, the Trust Agreement and the other Operative Agreements and in connection with the Trust Estate from and after the effective date of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. For purposes of this Agreement, capitalized terms used herein, including in the recitals hereto, and not otherwise defined herein shall have the meanings assigned to them in the Participation Agreement.

SECTION 2. Assignment. The Transferor has sold, assigned, conveyed, transferred and set over, and does hereby sell, assign, convey, transfer and set over, unto the Transferee as of the date hereof, all of its present and future right, title and interest in the Transferor's Interests set forth in Appendix I, except the right to receive any indemnity payment pursuant to the Lease Agreement with respect to events occurring prior to the date of this Agreement (the "Transferor's Interests").

SECTION 3. Assumption; Indemnification. (a) The Transferee assumes all of the duties and obligations of the Transferor hereafter accruing or arising incident or related to the Transferor's Interests. The Transferor shall be released from and shall not be responsible for the discharge or performance of any such duties or obligations to be performed or discharged pursuant to or in connection with the agreements set forth in Appendix I after the date hereof but shall not be released from and shall remain responsible for the discharge or performance of any such duties or obligations to be performed or discharged prior to the date hereof. The Transferee confirms that as of the date hereof it shall be (and hereby is) deemed a party to the Participation Agreement, and the Trust Agreement and the Transferee agrees to be bound by all the terms of, and to undertake all the obligations of the Trustor contained in, the Participation Agreement and the Trust Agreement.

(b) The Transferor acknowledges that, immediately upon the consummation of the transaction contemplated hereby, the Trust Agreement will be terminated. The Transferor agrees that all indemnification obligations and other responsibilities of the Transferor to the Trustee under the Trust Agreement, including, without limitation, the indemnification provided in Section 5.01 of the Trust Agreement, will inure to the benefit of the Transferee for matters existing prior to the date hereof for which the Transferee has assumed the obligations or liabilities of the Trustee.

(c) The Transferor agrees and does hereby indemnify and hold the Transferee harmless from and against all loss, liability and expense which the Transferee incurs as a result of the Transferor's failure to perform any obligations or duties for which it remains liable under Section 3(a) or 3(b).

(d) The Transferee agrees and does hereby indemnify and hold the Transferor harmless from and against all loss, liability and expense which the Transferor incurs as a result of the Transferee's failure to perform any obligations or duties for which it is liable under Section 3(a).

SECTION 4. Purchase Price. The purchase price (the "Purchase Price") for the Transferor's Interest is (i) \$2,612,062.33 in immediately available funds plus (ii) the assumption of the outstanding indebtedness of the Trust, which has a balance of \$1,785,912.84 as of the date hereof.

SECTION 5. Payments. The Transferor hereby covenants and agrees to pay over to the Transferee any amounts (including any sums payable as interest in respect thereof) received by it that, pursuant to Section 2, belong to the Transferee, and the Transferee hereby covenants and agrees to pay over to the Transferor any amounts (including any sums payable as interest in

respect thereof) received by it that, pursuant to Section 2, belong to the Transferor.

SECTION 6. Further Assurances. The Transferor shall, at any time and from time to time, upon the request of the Transferee, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Transferee may reasonably request to obtain the full benefits of this Agreement and of the rights and powers herein granted.

SECTION 7. Transferor's Representations and Warranties. The Transferor represents and warrants that:

(a) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to enter into and perform its obligations under this Agreement;

(b) it is duly authorized by all necessary corporate action to execute and deliver this Agreement, and to comply with the terms, conditions and provisions hereof; this Agreement has been duly executed and delivered by it; and this Agreement is the valid, legal and binding agreement of the Transferor, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally and by general principles of equity, including, without limitation, concepts of good faith and fair dealing, materiality, reasonableness and the possible unavailability of specific performance or injunctive relief (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(c) neither the execution and delivery of this Agreement, nor its compliance with the terms and provisions hereof, conflicts with, results in a breach of, constitutes a default under (with or without the giving of notice or the lapse of time or both), or violates any of the terms, conditions or provisions of, (i) the articles of incorporation or the by-laws of the Transferor or (ii) any bond, debenture, note, mortgage, indenture, agreement, lease or other instrument to which the Transferor is now a party or by which it or its property is bound or affected where such conflict, breach, default or violation, in the case of any of the instruments described in this subclause (ii), would have a material adverse effect on the business, results of operations, assets or financial condition of the Transferor

or would materially and adversely affect the ability of the Transferor to perform its obligations under this Agreement;

(d) neither the execution and delivery by the Transferor of this Agreement, nor the fulfillment of, or compliance with, the terms and provisions hereof, conflicts with, or results in a breach of, or violates, any of the terms, conditions or provisions of any law, rule, regulation, order, injunction or decree of any authority applicable to it or requires any action by or filing with any federal or state governmental or public body or authority, other than the filing of this Agreement with the Interstate Commerce Commission;

(e) there are no threatened actions or proceedings pending against the Transferor before any court, governmental agency or arbitrator which purport to affect the legality, validity, binding effect or enforceability of this Agreement or the performance by the Transferor of the transactions contemplated hereby;

(f) other than with respect to the failure of the Lessee to comply with Section 17.3 of the Lease in connection with the use of the Equipment in Canada, the failure of the Lessee to comply with Section 17.2 of the Lease in connection with the current sublease of the Equipment and the failure of the Lessee to maintain the external paint on the railcars listed on Appendix 2 in accordance with Section 8 of the Lease, to the knowledge of the Transferor with respect to the Lease: (i) no Event of Default (as defined in the Lease) or event which with the passage of time or notice, or both, would constitute an Event of Default has occurred and is continuing; and (ii) no Event of Loss (as defined in the Lease) with respect to which the Lessee has not complied with the requirements of Section 11 of the Lease has occurred;

(g) Transferor has not been notified that it is in default under the Participation Agreement and the Transferor is not in default under the Participation Agreement;

(h) Transferor knows of no agreements with respect to the use, ownership or re-marketing of the Equipment at the end of the original term of the Lease, except as set forth in the Lease;

(i) all installments of Fixed Rental due prior to the date hereof have been paid and there have been no prepayments of any installments of Fixed Rental or other amounts not yet due under the Lease; and

(j) the Transferor is the lawful owner of the Transferor's Interests with good right and full power to sell the Transferor's Interests and has full beneficial title to the Transferor's Interests, free and clear of all liens and encumbrances.

SECTION 8. Transferee Representations and Warranties. The Transferee represents and warrants that:

(a) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Kansas and has all requisite corporate power and authority to enter into and perform its obligations under this Agreement;

(b) it is duly authorized by all necessary corporate action to execute and deliver this Agreement to comply with the terms, conditions and provisions hereof; this Agreement has been duly executed and delivered by it; and this Agreement is the valid, legal and binding agreement of the Transferee, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally and by general principles of equity, including, without limitation, concepts of good faith and fair dealing, materiality, reasonableness and the possible unavailability of specific performance or injunctive relief (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(c) neither the execution and delivery of this Agreement, nor its compliance with the terms and provisions hereof, conflicts with, results in a breach of, constitutes a default under (with or without the giving of notice or the lapse of time or both), or violates any of the terms, conditions or provisions of, (i) the articles of incorporation or the by-laws of the Transferee or (ii) any bond, debenture, note, mortgage, indenture, agreement, lease or other instrument to which the Transferee is now a party or by which it or its property is bound or affected where such conflict, breach, default or violation, in the case of any of the instruments described in this subclause (ii), would have a material adverse effect on the business, results of operations, assets or financial condition of the Transferee or would materially and adversely affect the ability of the Transferee to perform its obligations under this Agreement;

(d) neither the execution and delivery by the Transferee of this Agreement, nor the fulfillment of, or compliance with, the terms and provisions hereof, conflicts

with, or results in a breach of, or violates, any of the terms, conditions or provisions of any law, rule, regulation, order, injunction or decree of any authority applicable to it or requires any action by or filing with any federal or state governmental or public body or authority, other than the filing of this Agreement with the Interstate Commerce Commission;

(e) there are no threatened actions or proceedings pending against the Transferee before any court, governmental agency or arbitrator which purport to affect the legality, validity, binding effect or enforceability of this Agreement or the performance by the Transferee of the transactions contemplated hereby.

(f) the transfer to it of the Transferor's Interest will not involve, either directly or indirectly, the assets of any plan that would cause a violation of any provision of the Employee Retirement Income Security Act of 1974, as amended; and

(g) the Transferee will not transfer its interest in the Transferor's Interest in violation of the Securities Act of 1933, as amended.

SECTION 9. Successors and Assigns, Beneficiaries. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. The Lessee and Continental Bank N.A. as Trustee under the Trust Agreement and their respective successors and assigns are intended beneficiaries of, and may rely upon the representations, warranties, covenants and agreements contained in, this Agreement.

SECTION 10. Opinions, Payment of Purchase Price. Prior or concurrently with the execution and delivery of this Agreement, (A) the Transferor shall have received the Purchase Price and (B) the Transferee shall have received (i) a favorable opinion of Alvord and Alvord, special ICC counsel to the transaction, and (ii) evidence of the execution of the Consent, Waiver and Amendment attached as Exhibit A, and the satisfaction of all conditions therein and (iii) evidence of the execution of the Termination Agreement attached as Exhibit B hereto.

SECTION 11. Transfer Agreement Expenses. Each of the parties hereto shall bear its own expenses in connection with the negotiation, execution and delivery of this Agreement.

SECTION 12. Notices. All notices, documents and other communications delivered under this Agreement shall be in writing, and shall become effective when delivered by hand or

received by telecopier or five Business Days after being sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate addressee at its address set forth below its signature hereon, or at such other address as either party hereto from time to time may designate as to it pursuant to this Section 12.

SECTION 13. Headings. The section headings contained herein are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

SECTION 14. Effective Date. This Agreement and the assignment and assumption effected hereby shall be effective from and after the date first above written.

SECTION 15. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

SECTION 16. Counterparts. This Assignment and the consents hereto may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date and year first above written.

SANWA BUSINESS CREDIT
CORPORATION

By: Thomas V. Heimsoth
Name: Thomas Heimsoth
Title: First Vice President

Mailing Address of Transferor:

Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606
Attn: Thomas Heimsoth
Telecopy: 312-853-1366

INTERAIL, INC.

By: _____
Name: Richard F. Seymour
Title: President

Mailing Address of Transferee:

Interail Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois
Attn: Richard F. Seymour
(708) 337-9934

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On this 30th day of SEPTEMBER, 1992, before me personally appeared THOMAS W. HEIMSOTH, to me personally known, who, being by me duly sworn, says that he is a Vice President of Sanwa Business Credit Corporation, that one of the seals affixed to the foregoing instrument is the 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.

Rita M Conlon

Notary Public

[NOTARY SEAL]

My Commission Expires: 8/17/1995



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date and year first above written.

SANWA BUSINESS CREDIT CORPORATION

By: _____
Name: Thomas Heimsoth
Title: First Vice President

Mailing Address of Transferor:

Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606
Attn: Thomas Heimsoth
Telecopy: 312-853-1366

INTERAIL, INC.

By: Richard F. Seymour
Name: Richard F. Seymour
Title: President

Mailing Address of Transferee:

Interail Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois
Attn: Richard F. Seymour
(708) 337-9934

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of Sept., before me personally appeared Richard F. Deppa to me personally known, who being by me duly sworn, says that he is a President of Interail, Inc., that one of the seals affixed to the foregoing instrument is the 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.



Kathleen Kregul
Notary Public

[NOTARY SEAL]

My Commission Expires: April 9, 94

Transferor Interests

All rights, title and interest (including, where appropriate, the beneficial interest) of Sanwa Business Credit Corporation (the "Transferor") as the Trustor with a 100% ownership interest in, under and to:

1. The Participation Agreement dated as of January 1, 1979 among the Transferor, Louis Dreyfus Corporation, as Lessee, and others (the "Participation Agreement") relating to the acquisition, leasing and financing of 200 Covered Hopper Cars.

2. The Trust Agreement dated as of January 1, 1979, as amended, between the Transferor and Continental Bank N.A. (f/k/a Continental Illinois National Bank and Trust Company of Chicago) as Trustee and the Trust Estate created thereby.

3. The other Operative Agreements (as defined in the Participation Agreement).

4. The Equipment (as defined in Participation Agreement).

5. All documents, agreements, certificates, opinions delivered pursuant to the above agreements and all amendments and supplements thereto.

Railcars with respect to which the Lessee
has failed to maintain the external paint

LDCX 20154	LDCX 20175
LDCX 20089	LDCX 20039
LDCX 20177	LDCX 20076
LDCX 20015	LDCX 20106
LDCX 20133	LDCX 20174