166-1160

DELAWARE COUNTY IOWA
FILED
'95 OCT 20 AM 9 39
BOOK 6 PAGE 9
RECORDER
$116.00

H. Stuart Cunningham
Etal
To
Public of Delaware
County

CERTIFIED COPY (Rev. 6/85)

United States District Court

Northern District of Illinois

Eastern Division

I, H. Stuart Cunningham, Clerk of the United States District Court for the Northern District of Illinois, do hereby attest and certify that the annexed X document is ~~documents are~~ a full, true, and correct copy of the original(s) on file in my office and in my legal custody.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Chicago, Illinois on 8-27-93.

H. STUART CUNNINGHAM, CLERK

By: Deputy Clerk

FILE No. 166-1160
RECORDING FEE $ $116.00
TRANSFER FEE $

FILED FOR RECORD THE 20 DAY OF October, 19 95 AT 9:39 O'CLOCK A M BOOK 6 PAGE 9

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

Minute Order Form

(7/35e)

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Case Number	77 B 8999	Date	November 12, 1985
Name of Assigned Judge	MARSHALL	Sitting Judge if Other Than Assigned Judge	
Case Title	IN THE MATTER OF CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC RAILROAD COMPANY, Debtor.		

MOTION: (In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3d-party plaintiff, and (b) state briefly the nature of the motion being presented.)

DOCKET ENTRY: (The balance of this form is reserved for notations by court staff.)

(1) ☐ Judgment is entered as follows; (2) ☒ [Other docket entry:]

ENTER ORDER NO. 866: FINAL DECREE

(3) ☐ Filed motion of [use listing in "MOTION" box above.]

(4) ☐ Brief in support of motion due_____

(5) ☐ Answer brief to motion due_____ Reply to answer brief due_____

(6) ☐ Hearing ☐ Ruling on_____ set for_____ at_____

(7) ☐ Status hearing ☐ held ☐ continued to ☐ set for ☐ re-set for _____ at_____

(8) ☐ Pretrial conference ☐ held ☐ continued to ☐ set for ☐ re-set for _____ at_____

(9) ☐ Trial ☐ set for ☐ re-set for _____ at_____

(10) ☐ Trial ☐ Hearing held and continued to_____ at_____

(11) ☐ This case is dismissed ☐ without ☐ with prejudice and without costs ☐ by agreement ☐ pursuant to ☐ FRCP 41(a)(1) (failure to serve) ☐ General Rule 21 (want of prosecution) ☐ FRCP 41(a)(1) ☐ FRCP 41(a)(2)

(12) ☒ DRAFT [For further detail see order ☐ on the reverse of ☒ attached to the original minute order form.]

	No notices required		number of notices
	Notices mailed by judge's staff		date typed envelopes
	Notified counsel by telephone		date docketed
X	Docketing to mail notices		date mld notices
	Mail CIV-31 form		mailing dpty initials
rld	courtroom deputy's initials	Date/time received in central Clerk's Office	

Document #

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN THE MATTER OF	)	In Proceedings for the
	)	Reorganization of a
CHICAGO, MILWAUKEE, ST. PAUL	)	Railroad
and PACIFIC RAILROAD COMPANY	)	
	)	No. 77 B 8999
Debtor.	)	Prentice H. Marshall, Judge

ORDER NO. 866

FINAL DECREE

Upon consideration of the Trustee's Motion for Entry of a Final Decree, filed pursuant to the Trustee's Modified 1985 Plan of Reorganization (the "Plan"), due notice having been given to creditors, stockholders and other parties in interest, the Court, acting as a Court of Reorganization for the Debtor pursuant to Section 77 of the Bankruptcy Act of 1898, as amended ("Section 77"), finds and concludes as follows:

1. The Chicago, Milwaukee, St. Paul and Pacific Railroad Company, the Debtor in this proceeding, a Wisconsin corporation, filed on December 19, 1977 its petition to this Court to effect a plan of reorganization under Section 77. A copy of that petition was filed at the same time with the Interstate Commerce Commission (the "Commission"). This Court has jurisdiction over the proceedings pursuant to Section 77.

2. The Court approved the petition as properly filed on December 20, 1977. Stanley E.G. Hillman was appointed trustee of the property of the Debtor on February 13, 1978. Mr. Hillman was succeeded as Trustee by Richard B. Ogilvie on August 29, 1979. Mr. Hillman from the date of his appointment until August 20, 1979, and Mr. Ogilvie from that date until the present time, have continued in the possession and control of the property and assets of the Debtor and their operation.

3. On March 31, 1983, the Trustee filed with the Court an Amended Plan of Reorganization for the Debtor, which was referred to the Commission by order of this Court. After due notice and hearings, the Commission, in orders served September 26, 1984, and January 11, 1985, approved a modified version of the Trustee's plan.

4. On February 19, 1985, this Court, in Order No. 809, approved the sale of the Debtor's operating rail assets to the Soo Line Railroad Company and its affiliate The Milwaukee Road, Inc., formerly SLRCO, Inc. (collectively "Soo") pursuant to the terms of an Asset Purchase Agreement ("APA") between the Trustee and Soo.

5. On April 10, 1985, the Commission, upon petition of the Trustee, issued a decision in which it ruled that further modifications to the Trustee's Amended Plan need not be considered by the Commission.

6. On May 1, 1985, the Trustee filed with this Court his 1985 Plan of Reorganization for the Debtor (the "Plan"). The Plan recognized the sale of the operating assets to Soo but otherwise incorporated the essential provisions of the plan approved by the Commission. After due notice to creditors, stockholders and other parties in interest was given in accordance with Order No. 811, this Court held hearings, received evidence, and heard the arguments of counsel on June 24, 25 and 27, 1985 and on July 12, 1985 for the purpose of considering approval and confirmation of the Plan.

7. On July 12, 1985, this Court entered its Order No. 832 modifying the Plan in certain respects and confirming and approving the Plan as modified.

8. The Plan authorizes and directs the Trustee to proceed with the consummation of the Plan, but provides for the retention of jurisdiction by this Court with respect to the consummation of the Plan, including the entry of a final decree pursuant to Section 77(f) discharging the Trustee and closing the case, except as provided below.

9. The Trustee has substantially completed the consummation of the Plan and it is now appropriate for this Court to enter a Final Decree with respect to certain matters involved in the consummation of the Plan and on the discharge of the Trustee.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The "Consummation Date" for purposes of the Plan shall be November 25, 1985.

2. The APA and the Plan require the amendment of the Debtor's articles of incorporation to change its corporate name. The form of amendment to the Debtor's articles of incorportion attached as Exhibit A is approved in all respects. The Trustee is authorized and directed to file that amendment with the appropriate officials in order to effect the change of the Debtor's name. The filing officer in the State of Wisconsin is directed to accept the amendment and to issue the appropriate certificate reflecting the change of the Debtor's name.

3. The following people, who have been recommended by the Trustee as provided in the Plan, are appointed to serve as directors of the Reorganized Company until the first meeting of shareholders of the Reorganized Company:

Jack Nash
Ezra H. Zilkha
Peter Sharp
Leon Levy
Clarence G. Frame
Robert C. Reed
Edwin Jacobson
Daniel R. Murray
Jerold S. Solovy

4. a. The Trustee has recommended and the Court approves the deposit at Consummation Date a total of $225,000,000 million (less the amount paid with respect to Allowable Claims prior to the Consummation Date) in the Segregated Account established by the Plan, and in the Appeal Escrow Account described in paragraph 4b below, with $129,200,898.58 in the Segregated Account and $95,799,101.42 in the Escrow Appeal Account. Five days before the approved Consummation Date the Trustee shall file with this Court and serve on the parties a report showing the amount of Allowable Claims paid prior to Consummation Date and the resulting amount required to be deposited in the Segregated Account. The Segregated Account, but not the Appeal Escrow Account provided for in paragraph 4b, shall be held pursuant to the form of Escrow Agreement attached as Exhibit B. The Escrow Agent shall be the Continental Illinois National Bank and Trust Company of Chicago or such other bank as may be designated from time to time by this Court. The Escrow Agent is instructed to pay money out of the Segregated Account only as provided in the Plan, this Order, or further orders of this Court, and to invest the Segregated Account as provided in paragraph 5.

The Reorganized Company is directed to pay Allowable Claims from the Segregated Account (or from other moneys if no money remains in the Segregated Account), as provided in Section 5.2 of the Plan, except for Class B Claims, which

are provided for in paragraph 4b. The Reorganized Company is also directed to pay the reasonable fees of the Escrow Agent for its services with respect to the custody of the Segregated Account.

b. In addition to the Segregated Account provided for in paragraph 4a, there is also established, pursuant to Order 858A, the Appeal Escrow Account of $95,799,101.42 (established 10/16/85), as security for the Class B Claims until disposition of CMC's appeal and the Committee's cross-appeal from Orders 831 and 832. The Appeal Escrow Account shall be held separate and apart from the Segregated Account and shall be subject only to the terms of Order 858A.

5. Amounts in the Segregated Account shall be invested in (i) direct obligations of the United States or obligations of agencies of the United States or obligations which are backed by the full faith and credit of the United States, (ii) certificates of deposit or similar debt obligations of banking institutions, such as bankers' acceptances or repurchase agreements, of commercial banks insured by the Federal Deposit Insurance Corporation, (iii) direct and general obligations of any state which are rated in either of the two highest full rating categories by at least one nationally recognized rating agency, (iv) commercial paper rated not lower than P-1 or P-2 by Moody's Investors Service, Inc., or not lower than A-1 or A-2 by Standard and Poor's

Corporation, or (v) money market funds with fixed principal values and which invest only in instruments with credit ratings equivalent to those specified above. Investments shall be made at the direction of the Reorganized Company. Investment earnings on amounts in the Segregated Account may be paid out to the Reorganized Company as realized.

6. On the Consummation Date all right, title and interest of the Trustee in the property of the Estate shall vest in and become the absolute property of the Reorganized Company, notwithstanding the laws of any state or the decision or order of any state authority to the contrary. Except as otherwise provided in this Order or in the Plan, the Reorganized Company shall take the property free and clear of all claims, rights, demands, interests, liens and encumbrances of every kind and character. The Trustee is authorized and directed to execute and deliver to the Reorganized Company a deed and bill of sale transferring all of the property of the Estate. The form of those instruments shall be determined by the Trustee. All property and funds of the Estate held by persons other than the Trustee shall be delivered or paid over to the Reorganized Company, except (i) the Segregated Account and (ii) escrow accounts pertaining to Tax Benefit Transfer Leases which run in favor of the lessor.

7. Except as provided in this Order or in the Plan, the Debtor, the Trustee in his representative capacity and the Reorganized Company shall be, as of the Consummation Date, released forever from: (i) all obligations, debts, liabilities, claims and causes of action against the Debtor, whether or not filed or presented, whether or not approved, acknowledged or allowed in these proceedings and whether or not provable in bankruptcy, including without limitation all claims assumed or guaranteed by the Debtor or the Trustee or enforceable against the property of the Debtor; (ii) all obligations, debts, liabilities and claims arising from costs and expenses of administration, whether or not filed or presented and whether or not approved, acknowledged or allowed in these proceedings, including without limitation all taxes, assessments, claims and other charges of governmental units or agencies, whenever assessed, accruing prior to the Consummation Date; and (iii) all obligations, debts, liabilities and claims with respect to all bonds, coupons, debentures, notes, certificates, evidences of indebtedness, shares of stock, securities and leases (including interest accrued and dividends declared), without limitation as to their nature and whether made, assumed or guaranteed by the Debtor or the Trustee or enforceable against any of them or the property of any of them.

8. Notwithstanding paragraph 7 above, the Reorganized Company shall be liable and responsible for the payment of Allowable Claims after the Consummation Date as provided in Section 5.2 of the Plan, for those Allowable Claims described in Section 5.6 of the Plan, for its obligations under contracts assumed by the Trustee pursuant to Section 6.1 of the Plan and for obligations of the Trustee arising during the administration of the Estate to the extent that the Trustee is bound by those obligations (including, without limitation, the Trustee's obligations under the APA and Order 809), provided, however, that the Reorganized Company shall not be liable and responsible for claims against the Trustee in his individual capacity and, with respect to such claims, shall not indemnify the Trustee as provided hereinafter. The Reorganized Company shall indemnify the Trustee, his agents, attorneys and employees against any and all expenses (including attorney's fees), costs, fees, liabilities and fines arising out of the matters for which the Reorganized Company shall be liable as set forth in this Paragraph 8 or which pertain to or arise out of the administration of the Estate or the conduct of the reorganization proceedings, except where this Court determines that indemnification is inappropriate.

9. The Court reserves jurisdiction, which shall be exclusive to the extent that under applicable law the Court's jurisdiction is now exclusive:

(a) To consider and act with respect to any Claim against the Debtor or the Trustee included in a class provided for under the Plan or with respect to any contingent claim (which shall not include claims against the Trustee in his individual capacity), asserted but not finally settled or adjudicated prior to the Consummation Date;

(b) To consider and act on any matter over which the Court now has jurisdiction and which has not been adjudicated, discharged or resolved prior to the Consummation Date (including questions and controversies arising under or with respect to the APA and Order 809);

(c) To consider and act on any application for instructions with respect to the Segregated Account, including the distribution of funds from, and any claim upon, the Segregated Account;

(d) To consider and act with respect to the allowance of fees to the Trustee, his staff and counsel, and other parties pursuant to Section 9.1 of the Plan; and

(e) To consider and act upon any other matter as to which the Plan reserves jurisdiction in this Court.

10. The Reorganized Company is authorized and directed to file or record, in each of the jurisdictions in

which it owns real property, a copy of this Order and the deed transferring the property of the Estate to the Reorganized Company. The recording officer in each such jurisdiction shall accept those documents for recording. No tax (including stamp, conveyance, transfer and similar taxes) or other fee shall be imposed with respect to the conveyance of the property of the Estate to the Reorganized Company, except for ordinary and customary fees for the recordation of documents.

11. The APA provides that if all inaccuracies in deeds and other instruments of conveyance from the Trustee to the Soo have not been corrected prior to the consummation of the Plan, the Plan will contain provisions for continued correction of the deeds and other instruments of conveyance. Pursuant to the agreement of the parties to the APA, this Order, rather than the Plan, sets forth provisions for the continued correction of deeds and other instruments of conveyance. The APA also provides for certain adjustments to the purchase price for the Railroad. Soo has claimed that it is entitled to such an adjustment.

The Trustee and the Soo are authorized and directed to continue to negotiate in good faith, prior to the Consummation Date, the settlement of disputes relating to the correction of deeds and other instruments of conveyance and the adjustment of the purchase price under the APA.

If, by the Consummation Date, the Trustee and the Soo have not resolved those disputes, the Reorganized Company and the Soo shall, for 90 days following the Consummation Date, negotiate in good faith to settle the disputes. During the 90 day period, neither the Reorganized Company nor the Soo shall sell, mortgage or encumber real property which immediately prior to the closing of the APA on February 19, 1985 was owned or operated by the Trustee and located within those states in which the Trustee conducted rail operations, without giving prior written notice to the other more than 15 days prior to the proposed action. In the event of disagreement over a proposed action, either party may apply to this Court for appropriate relief. If no settlement of these matters has been completed by the end of that 90 day period, this Court shall hear and resolve the remaining disputes, and retains jurisdiction for that purpose.

12. Except as provided in this Order or the Plan, as of the Consummation Date, the Trustee shall be discharged and shall be relieved of any further duties and responsibilities in respect of the administration of the property or the conduct of the business of the Debtor. The Trustee is forever discharged and released from any liability for any claim in his representative capacity which is barred pursuant to the Plan. His bond shall be released when all claims against him in his individual capacity are finally resolved and satisfied.

13. All persons, firms, corporations and other entities, including without limitation the United States and state and local governmental bodies and agencies ("Entities"), are by this Order perpetually restrained and enjoined from instituting, prosecuting, or pursuing, or attempting to institute, prosecute, or pursue, any suit, action or proceeding ("Action") against the Reorganized Company (or its successors and assigns), or against any of the assets or property of the Reorganized Company (or of its successors and assigns), directly or indirectly, by reason of or on account of any obligation or obligations incurred by the Debtor or by the Trustee, except the obligations imposed upon or required to be assumed by the Reorganized Company by the Plan (including those claims filed pursuant to Section 11.1 of the Plan which are ultimately determined to be Allowable Claims) or this Order. The Actions restrained and enjoined by this Order include, without limitation, those based upon or on account of any right, claim, judgment or interest of any kind or nature in, to, or against the Debtor or any of its assets or properties, or which interfere with, attach, garnish, levy upon, enforce liens against or upon, or in any manner disturb any portion of the property (real or personal) now or in the future belonging to or being in the possession of the Reorganized Company (or its successors and assigns), or which interfere with or take steps to interfere with the

Reorganized Company, its officers, agents and employees, or the conduct of its business.

All Entities are also by this Order restrained and enjoined from prosecuting against the Trustee in his representative capacity or against the Reorganized Company any Action arising out of or based on any act done or omitted to be done in consummating and carrying out the Plan or any order of this Court entered in these proceedings. Notwithstanding any of the foregoing, nothing in this Order shall preclude the further prosecution of any appeal previously noticed and pending as of this date.

14. Except as provided in this Order, all jurisdiction of this Court in or by reason of these proceedings shall be terminated and these proceedings shall be closed effective as of the Consummation Date.

Dated: November 12, 1985

ENTER:

District Judge

EXHIBIT A

CONSENT TO CORPORATE ACTION
ON BEHALF OF SHAREHOLDERS OF
CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

The undersigned being the Trustee of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation, does hereby, on behalf of the shareholders of the corporation otherwise entitled to vote thereon, and by order of the United States District Court for the Northern District of Illinois, adopt the following resolution as and for a resolution of the shareholders of the corporation as of the date hereof:

RESOLVED, that the articles of incorporation of Chicago, Milwaukee, St. Paul and Pacific Railroad Company shall be amended to change the name of the corporation to CMC Real Estate Corporation.

Dated: 1985

Richard B. Ogilvie, Trustee of
the Chicago, Milwaukee, St. Paul
and Pacific Railroad Company

On Behalf of all Shareholders of
Chicago, Milwaukee, St. Paul and
Pacific Railroad Company

Exhibit B

Escrow No. _____

ESCROW AGREEMENT

To: Continental Illinois National Bank and Trust
Company of Chicago
Trust and Investment Services
Corporate Trust Division, Escrow Section
30 North LaSalle Street - 10th Floor
Chicago, Illinois 60693

The following property is deposited with you by the Trustee ("Trustee") of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company ("Milwaukee Road"), Debtor pursuant to Court Order No. ___

A. The sum of _____.

B. Copy of Court Order No. _____. ("Final Decree")

C. Copy of the Trustee's Modified 1985 Plan of Reorganization. ("Plan")

As Escrowee, you are hereby directed to hold, deal with and dispose of the aforesaid property and any other property at any time held by you hereunder in the following manner, subject however, to the terms and conditions hereinafter set forth:

1. You are instructed to invest all monies in this escrow account in only the following instruments with maturities of not more than two years from the date of investment:

(i) direct obligations of the United States or obligations of agencies of the United States or obligations which are backed by the full faith and credit of the United States;

(ii) certificates of deposit or similar debt obligations of banking institutions (including the Escrowee), such as bankers' acceptances or repurchase agreements, of commercial banks insured by the Federal Deposit Insurance Corporation;

(iii) direct and general obligations of any state which are rated in either of the two highest full rating categories by at lease one nationally recognized rating agency;

(iv) commercial paper rated not lower than P-1 or P-2 by Moody's Investors Service, Inc., or not lower than A-1 or A-2 by Standard and Poor's Corporation, or

(v) money market funds with fixed principal values and which invest only in instruments with credit ratings equivalent to those specified above.

Any book entry securities in which the escrowed monies are invested pursuant to this Escrow Agreement shall be held in the Escrowee's custody account with the Federal Reserve Bank of Chicago and maintained separately on the books and records of the Escrowee in the name of the Reorganized Company (as defined in the Plan).

Any certificated securities, certificates of deposit or other certificated items in which the escrowed monies are invested shall be issued as registered in the name of the Escrowee's nominee, and maintained separately on the books and records of the Escrowee in the name of the Reorganized Company.

2. The specific instruments to invest in shall be designated from time to time by the Reorganized Company. All undersigned parties shall receive a copy of the monthly activity statement for the escrow account.

3. Interest shall be accrued and reinvested pursuant to Paragraph 1 above, or may be paid out as realized at the direction of the Reorganized Company.

4. The escrow shall be paid out pursuant to written directions of the Reorganized Company (as defined in the Plan) in accordance with the Plan, the Final Decree and subsequent Reorganization Court orders, including payments directly to the Reorganized Company for reimbursement of payments of Allowable Claims (as defined in the Plan) made by the Reorganized Company.

5. The reasonable expenses and fees, incurred in connection with the escrow account shall be paid by the Reorganized Company.

TERMS AND CONDITIONS

1. Your duties and responsibilities shall be limited to those expressly set forth in these escrow instructions, and you shall not be subject to, nor obliged to

recognize, any other agreement between, or direction or instruction of, any or all of the parties hereto provided, however, these escrow instructions may be amended at any time or times by order of the Reorganization Court.

2. You are authorized, in your sole discretion, to disregard any and all notices or instructions given by any of the undersigned or by any other person, firm or corporation, except only such notices or instructions as are hereinabove provided for or given pursuant to Reorganization Court orders.

3. You shall not be personally liable for any act taken or omitted hereunder if taken or omitted by you in good faith and in the exercise of your own best judgment. You shall also be fully protected in relying upon any written notice, demand, certificate or document which you in good faith believe to be genuine.

4. You shall not be required or have a duty to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder. You shall have no liability to pay interest on any money deposited or received hereunder.

5. You shall not be responsible for the sufficiency or accuracy of the form, execution, validity or genuineness of documents or securities now or hereafter deposited hereunder, or of any endorsement thereon, or for any lack of endorsement thereon, or for any description therein, nor shall you be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, security or endorsement or these escrow instructions.

6. Any notices which you are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing the same to the address indicated below opposite the signature of such undersigned (or to such other address as said undersigned may have theretofore substituted therefor by written notification to you), by United States mail, postage prepaid. For all purposes hereof any notice so mailed shall be as effectual as though served upon the person of the undersigned to whom it was mailed at the time it is deposited in the United States mail by you whether or not such undersigned thereafter actually receives such notice. Notices to you shall be in writing and shall not be deemed to be given until actually received by your trust department employee or

officer who administers this escrow. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday, or holiday, such time shall be extended to the next business day.

7. If you believe it to be reasonably necessary to consult with counsel concerning any of your duties in connection with this escrow, or in case you become involved in litigation on account of being escrowee hereunder or on account of having received property subject hereto, then in either case, your costs, expenses, and reasonable attorney's fees shall be paid by the Reorganized Company.

8. It is understood that you reserve the right to resign as Escrowee at any time by giving written notice of your resignation, specifying the effective date thereof, to the undersigned. Within 30 days after receiving the aforesaid notice, the undersigned agree to appoint a successor Escrowee to which you may upon Reorganization Court approval distribute the property then held hereunder, less your fees, costs and expenses. If a successor Escrowee has not been appointed and has not accepted such appointment by the end of the 30-day period, you may apply to the Reorganization Court for the appointment of a successor Escrowee, and the costs, expenses and reasonable attorneys' fees which you incur in connection with such a proceeding shall be paid by the Reorganized Company.

9. This escrow agreement shall be construed, enforced, and administered in accordance with the laws of the State of Illinois.

10. The undersigned Escrowee hereby acknowledges receipt of the property described in the above Escrow Agreement and agrees to hold, deal with and dispose of said property and other property at any time held by it hereunder in accordance with the foregoing Escrow Agreement.

11. Executed this 31st day of October, 1985, at Chicago, Illinois.

Parties to Escrow	Addresses
Richard B. Ogilvie, Trustee of the Chicago, Milwaukee, St. Paul and Pacific Railroad (Debtor)	547 W. Jackson Avenue Suite 1510 Chicago, Illinois 60606

Continental Illinois National Bank
and Trust Company of Chicago,
Escrowee

By _____

Executed in ____ copies.

SCHEDULE I

1. Acceptance Fee - $5,000.00

2. Annual Fee - $5,000.00 per year payable in arrears on November 1, 1986 and each subsequent November 1 during the term of escrow.

3. Transaction Fees and Out-of-Pocket Charges - in accordance with the printed schedule of fees attached to this Schedule I, as that schedule may be modified by the excrowee during the term of this escrow consistent with the escrowee's published fees.