

REHABILITATION AGREEMENT dated as of JUN 22 1976 - 2 15 PM
June 17, 1976, between ILLINOIS CENTRAL RAILROAD COMPANY (hereinafter called
the Contractor) and CI TRANSPORTATION
LEASING CORPORATION (hereinafter called the Company)

WHEREAS, the Company desires to rehabilitate the units of standard gauge railroad equipment (hereinafter referred to individually as a Unit and collectively as Units of the Equipment) described in Item 1 of Annex A attached hereto to be rehabilitated from materials acquired and owned by the Company or to be purchased by the Contractor as an independent contractor acting on behalf of the Company and owned by the Company, and with labor and other services to be paid for by the Company pursuant hereto, such Equipment to be the property of the Company;

WHEREAS, the Company has acquired right, title and interest in certain used boxcars acquired from the Contractor pursuant to that certain bill of sale dated as of June 17, 1976 (hereinafter called the Bill of Sale);

WHEREAS, the Company has requested the Contractor to rehabilitate the Equipment, title thereto and to all materials used in connection therewith to remain in the Company throughout the period of rehabilitation and thereafter, and the Contractor desires to perform such work for the Company;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. Rehabilitation of Equipment. Subject to the terms and conditions hereinafter set forth, the Contractor, as an independent contractor, agrees to rehabilitate the Equipment for the Company and as its property and agrees to deliver the rehabilitated Equipment as hereinbelow provided, and the Company agrees that it will pay the Contractor the Cost of Rehabilitation of the Equipment, each Unit of which will be rehabilitated to the specifications referred to in Item 1 of Annex A hereto and in accordance with such modifications thereof as may have been agreed upon in writing by the Contractor and the Company (which specifications and modifications, if any, are hereinafter called the Specifications)

and will, at or before delivery thereof to the Company or its duly appointed representative pursuant to Article 2 hereof have the following ownership markings stencilled on each side thereof in a conspicuous place in letters not less than one inch in height:

"CI TRANSPORTATION LEASING CORPORATION, OWNER-LESSOR"

The Contractor agrees that the design, quality and component parts of the rehabilitated Equipment will conform, on the date of completion of rehabilitation thereof, to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads reasonably interpreted as being applicable; provided, however, that if any such requirements, specifications or standards shall have been promulgated or amended after the respective dates on which the Equipment was ordered, the Cost of Rehabilitation of the Equipment affected thereby may be appropriately adjusted by written agreement of the Contractor and the Company.

The Contractor agrees that in the rehabilitation of the Equipment there shall be used exclusively articles, supplies, materials and parts (hereinafter collectively called materials) acquired and owned by the Company and furnished to the Contractor or to be purchased by the Contractor as an independent contractor acting on behalf of the Company and owned by the Company.

The Company hereby authorizes the Contractor to act for the Company in the purchase, for the account of the Company, of all materials necessary in the rehabilitation of the Equipment, and the Contractor as an independent contractor, agrees to enter into appropriate contracts, at the lowest practicable prices, with the sellers of materials necessary for the rehabilitation of the Equipment, the cost of such materials to be part of the Cost of Rehabilitation. Complete legal title to such materials, free of any liens, claims or charges of any nature whatsoever, shall be vested in the Company prior to the delivery to the Company for acceptance of any Unit of which such materials shall be a part. Every contract for the purchase of such materials shall be entered into by the Contractor as independent contractor and shall

expressly recite that the purchase is for the Company and that title to the materials upon purchase shall be vested directly and solely in the Company. The Company agrees that all title to and property in the materials purchased for the rehabilitation of the Equipment shall be vested in the Company free and clear of all liens, charges and other encumbrances of any other kind and nature, whether of the Contractor or others, and, except as specifically provided herein, the Contractor hereby specifically waives any right it has or may have to claim any lien or charges for any purpose whatsoever upon the Equipment or upon any materials used in the rehabilitation thereof.

ARTICLE 2. Delivery. The Contractor will deliver the rehabilitated Equipment to the Company, freight charges, if any, prepaid, at such point or points within the United States of America as shall be determined by the mutual agreement of the Contractor and the Company and in accordance with the delivery schedule set forth in Item 1 of Annex A hereto; provided, however, that no Unit of the Equipment shall be delivered under this Agreement until this Agreement shall have been filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

The Contractor represents and warrants that at the time of delivery the Equipment will be railroad equipment free and clear of all liens, claims or charges of any nature whatsoever arising from acts of the Contractor and that, to the best of its knowledge, no amortization or depreciation will have been claimed by any person with respect thereto.

The Contractor's obligation as to time of delivery is subject to delays resulting from causes beyond the Contractor's reasonable control, including, but not limited to, acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage, strikes, labor shortages, differences with workmen, accidents, fire, flood, explosion, damage to plant, equipment or facilities or delays in receiving necessary materials or delays of carriers or subcontractors.

Notwithstanding the preceding provisions of this Article 2, any Unit of the Equipment not delivered and accepted on or before March 31, 1977 shall be excluded from this Agreement

and not included in the terms "Equipment" or "Units" as used in this Agreement, and the Company shall be relieved of its obligation to pay for such Equipment. In the event of any such exclusion the Contractor and the Company shall execute an agreement supplemental hereto limiting this Agreement to the Equipment not so excluded herefrom and providing for the assignment to the Contractor of all right, title and interest of the Company in and to the materials owned by the Company and furnished to the Contractor or purchased by the Contractor on behalf of the Company for utilization in the rehabilitation of the excluded Equipment, and the Company shall take such other steps, including the execution of instruments of transfer, as may reasonably be requested by the Contractor for the purpose of acknowledging and perfecting the interest to the Contractor in any Unit so excluded from this Agreement or such materials and the Company shall have no further obligation or liability in respect of Units so excluded or such materials.

The Equipment shall be subject to inspection and approval prior to delivery by an officer of the Contractor designated by the Company as its authorized representative for such purpose, and the Contractor shall grant to any such representative reasonable access to its plant. From time to time upon the completion of the rehabilitation of each Unit or a number of Units of the Equipment, each Unit shall thereupon be presented to an authorized representative of the Company for inspection at the Contractor's plant and, if each such Unit conforms to the Specifications and the other requirements, specifications and standards set forth or referred to in Article 1 hereof, such authorized representative shall promptly execute and deliver to the Contractor, in such number of counterparts or copies as may be reasonably requested, a certificate of acceptance in the form of Exhibit B to the Lease Agreement dated as of June 17, 1976 (hereinafter called the Lease Agreement) between the Company, as lessor, and the Contractor, as lessee (hereinafter called a Certificate of Acceptance) stating that such Unit or Units have been inspected and accepted on behalf of the Company and are marked in accordance with Article 1 hereof; provided, however, that the Contractor shall not thereby be relieved of its warranty and indemnities contained in Articles 5 and 6 hereof.

On acceptance of each of the Units of the Equipment, pursuant to this Article 2 on behalf of the Company as aforesaid, the Company assumes with respect thereto the responsibility and risk of loss or damage.

ARTICLE 3. Cost of Rehabilitation. The cost of rehabilitation per Unit of the Equipment is set forth in Item 1 of Annex A hereto. Such cost, which shall include freight charges, if any, prepaid by the Contractor, from the Contractor's plant to the point of delivery and amounts payable pursuant to the Bill of Sale, is subject to such increase or decrease as may be or has been agreed to by the Contractor and the Company. The term "Cost of Rehabilitation" as used herein shall mean the cost or costs as so increased or decreased. Payment of the Cost of Rehabilitation for any Unit shall be deemed to constitute payment under the Bill of Sale for any materials contained in such Unit and conveyed by the Bill of Sale.

The Equipment shall be settled for on one or more Closing Dates fixed as hereinafter provided (the Equipment settled for on a Closing Date being hereinafter called a Group); provided, however, that each Group other than the Group for which settlement shall be made on the final Closing Date shall contain at least ten Units. Subject to the provisions of Article 4 hereof, the Company hereby promises to pay in immediately available funds to the Contractor at such place as the Contractor may designate, on the Closing Date with respect to a Group, an amount equal to the Cost of Rehabilitation of all Units of the Equipment in such Group as set forth in the invoices therefor.

The term "Closing Date" with respect to a Group of the Equipment shall mean each date specified by the Company for settlement of a Group of Equipment, but in no event shall such date be earlier than two days after the delivery and acceptance of any Unit included in such Group.

If on any Closing Date the aggregate Cost of Rehabilitation of the Equipment for which settlement has theretofore been and is then being made under this Agreement would, but for the provisions of this sentence, exceed the Maximum Cost of Rehabilitation specified in Item 2 of Annex A hereto (or such higher amount as the Company may at its option agree to prior to delivery of any Unit that, but for such agreement,

would otherwise be excluded from this Agreement), the Contractor will, upon request of the Company, execute an agreement supplemental hereto excluding from this Agreement such Unit or Units then proposed to be settled for and specified by the Company as will, after giving effect to such exclusion, reduce such aggregate Cost of Rehabilitation to not more than the Maximum Cost of Rehabilitation specified in Item 2 of Annex A hereto (or such higher amount as aforesaid) and the Company shall take such other steps, including the execution of instruments of transfer, for the purpose of assigning to the Contractor all right, title and interest of the Company in and to the materials owned by the Company and furnished to the Contractor or purchased by the Contractor on behalf of the Company for utilization in the rehabilitation of the excluded Equipment, and the Company shall take such other steps, including the execution of instruments of transfer, as may reasonably be requested by the Contractor for the purpose of acknowledging and perfecting the interest of the Contractor in any Unit so excluded from this Agreement or such materials and the Company shall have no further obligation or liability in respect of Units so excluded or such materials.

All payments provided for in this Agreement shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

ARTICLE 4. Conditions to Obligations of the Company.
The obligations of the Company to pay to the Contractor the amount required to be paid pursuant to the second paragraph of Article 3 hereof with respect to the Group of Equipment for which settlement is then being made is subject to the satisfaction of the conditions set forth in Section 25 of the Lease Agreement.

ARTICLE 5. Contractor's Warranty of Workmanship.
The Contractor warrants that the Units of the Equipment will be rehabilitated to the Specifications and with the other requirements, specifications and standards set forth or referred to in Article 1 above and warrants that the Equipment will be free from defects in workmanship or design under normal use and service for a period of one year from the date of delivery thereof.

The Contractor further agrees that neither the inspection as provided in Article 2 of this Agreement, nor any examination or acceptance of any Units of the Equipment as provided in said Article 2, shall be deemed a waiver or modification by the Company of any of its rights under this Article or Article 6.

ARTICLE 6. Indemnities. The Contractor agrees to indemnify, protect and hold harmless the Company from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, but not limited to, counsel fees and expenses, patent, trademark and copyright liabilities, penalties and interest, arising out of or as the result of the entering into or the performance of this Agreement or the ordering, acquisition, ownership, rehabilitation, assembly or delivery of any Unit or any material utilized in connection therewith or any accident in connection therewith resulting in damage to property or injury or death to any person or any breach of warranty relating thereto. The indemnities arising under this Article shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the expiration or other termination of this Agreement.

ARTICLE 7. Notices. Any notice hereunder to the party designated below shall be deemed to be properly served if delivered or mailed to it at the following specified addresses:

- (a) to the Company, at 231 South LaSalle Street, Chicago, Illinois 60693
Attention of Ron Haagh, and
- (b) to the Contractor, at 233 North Michigan Avenue, Chicago, Illinois 60601 Attention of the Treasurer,

or such other addresses as may have been furnished in writing by such party to the other party to this Agreement.

ARTICLE 8. Assignments by the Contractor. All or any of the rights, benefits or advantages of the Contractor under this Agreement, including the right to receive the Cost of Rehabilitation of all Units of the Equipment, may be

assigned by the Contractor and reassigned by any assignee at any time or from time to time; provided, however, that no such assignment shall subject any such assignee to, or relieve the Contractor from, any of the Contractor's warranties, indemnities or other obligations contained in this Agreement or relieve the Contractor or a successor or successors to its manufacturing property and business from any of its obligations to rehabilitate and deliver the Equipment in accordance with the Specifications or to respond to its warranties, indemnities or other obligations whether contained herein or created by law, or relieve the Company of its obligations to the Contractor under this Agreement, which, according to their terms and context, are intended to survive an assignment; provided, however, that except as otherwise provided in this Agreement any security interest in each Group of the Equipment assigned hereunder shall forthwith cease and terminate upon payment to the Contractor or the assignee, as applicable, by the Company of the amounts payable with respect to such Group pursuant to Article 3 and the Contractor and such assignee will execute and deliver all documents and instruments as the Company may reasonably request.

Upon any such assignment, either the assignor or the assignee shall give written notice to the Company, together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee (if not otherwise stated in the assignment), and such assignee shall by virtue of such assignment acquire all the Contractor's right, title and interest in and to the rights, benefits and advantages of the Contractor thereby assigned subject only to such reservation as may be contained in such assignment. From and after the receipt by the Company of the notification of any such assignment, all payments thereafter to be made by the Company hereunder shall, to the extent so assigned, be made to the assignee in such manner as it may direct.

ARTICLE 9. Assignment by the Company. All or any portion of the rights, benefits or advantages of the Company under this Agreement, including, without limitation, (a) title to the materials utilized in the rehabilitation of the Equipment, (b) the right to accept delivery of the Equipment and to be named in the instrument of conveyance therefor to be delivered by the Contractor, (c) the right to receive any and all monies due or to become due to the Company in respect

of the Equipment arising as a result of any default by the Contractor and for indemnification under Article 6 hereof, and (d) all rights of the Company to perform under this Agreement and compel performance of the terms hereof, may be assigned by the Company and reassigned by any assignee at any time or from time to time. Upon any such assignment, either the assignor or the assignee shall give written notice to the Contractor, stating the identity and post office address of the assignee (if not otherwise stated in the assignment), and such assignee shall by virtue of such assignment acquire all the Company's right, title and interest in and to the rights, benefits and advantages of the Company thereby assigned subject only to such reservation as may be contained in such assignment.

ARTICLE 10. Defaults. In the event that any one or more of the following events of default shall occur and be continuing, to wit:

(a) the Company shall fail to pay in full, when due and payable hereunder, any sum payable by the Company as herein provided for the Cost of Rehabilitation of the Equipment and such failure shall continue for more than ten days following the final date for such payment; or

(b) the Company shall, for more than 30 days after the Contractor shall have demanded in writing performance thereof, fail or refuse to comply with any covenant, agreement, term or provision of this Agreement on its part to be kept or performed or to make provision satisfactory to the Contractor for such compliance; or

(c) the Company shall make or suffer any unauthorized assignment or transfer of this Agreement or any interest herein or any unauthorized transfer of the right to possession of any Unit of the Equipment;

then at any time after the occurrence of such an event of default under this Agreement the Contractor shall have the rights and remedies of a secured party provided in Article 9 of the Uniform Commercial Code as adopted of the State of Illinois, and in addition, those provided in this Agreement.

In case the Contractor shall rightfully demand possession of the Equipment in pursuance of this Agreement upon an event of default and shall reasonably designate a point or points for the delivery of the Equipment to the Contractor, the Company shall forthwith and in the usual manner cause the Equipment to be moved to such point or points as shall be designated by the Contractor and shall there deliver the Equipment or cause it to be delivered to the Contractor, and, at the option of the Contractor, the Contractor may keep the Equipment on any lines or premises designated by the Contractor until the Contractor shall have leased, sold or otherwise disposed of the same. Additionally, the Company shall take such steps, upon the request of the Contractor, to confirm in the Contractor all right, title and interest of the Company in and to the materials owned by the Company and furnished to the Contractor but not yet paid for or purchased by the Contractor on behalf of the Company for utilization in the rehabilitation of the Equipment.

ARTICLE 11. Article Headings. All article headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 12. Effect and Modification of Agreement. This Agreement and the Annexes attached hereto, exclusively and completely state the rights and agreements of the Contractor and the Company with respect to the rehabilitation of the Equipment and supersede all purchase agreements, purchase orders and other agreements, oral or written, with respect to the rehabilitation of the Equipment. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of the Company and the Contractor.

ARTICLE 13. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

ARTICLE 14. Successors and Assigns. As used herein the terms Contractor and Company shall be deemed to include the successors and assigns of the Contractor and the Company, as the case may be.

ARTICLE 15. Recording. Upon the execution and delivery of this Agreement, the Contractor will, at its expense, cause this Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and wherever else required by law for the purpose of proper protection of the security interest of the Contractor in the Equipment.

ARTICLE 16. Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Agreement is dated for convenience as of the date specified in the introductory paragraph of this Agreement, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the day, month and year first above written.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By J. E. Konkur
Vice President

[CORPORATE SEAL]

ATTEST:

R. C. Hiese
Assistant Secretary

CI TRANSPORTATION LEASING CORPORATION

By Amel A. Mami
2nd Vice President

[CORPORATE SEAL]

ATTEST:

J. M. Nash
Assistant Secretary

ILLINOIS CENTRAL GULF RAILROAD COMPANY		UNIT COST OF REHABILITATION	TOTAL COST OF REHABILITATION	MONTHS OF DELIVERY	SPECIFICATIONS
<u>CAR NUMBERS</u>					
IC	41809 41810 41819 41822 41823	\$12,600	\$3,150,000	October - December 1976 */	See attached Exhibit A
IC	41826 41832 41835 41836 41849	"		"	"
IC	41852 41862 41866 41872 41875	"		"	"
IC	41885 41887 41898 41899 41901	"		"	"
IC	41902 41906 41908 41912 41915	"		"	"

*/ This may be extended to March 31, 1977.

ILLINOIS CENTRAL GULF RAILROAD COMPANY <u>CAR NUMBERS</u>		<u>UNIT COST OF REHABILITATION</u>	<u>TOTAL COST OF REHABILITATION</u>	<u>MONTHS OF DELIVERY</u>	<u>SPECIFICATIONS</u>
IC	41917 41921 41922 41930 41932	\$12,600	\$3,150,000	October - December * / 1976	See attached Exhibit A
IC	41935 41936 41939 41940 41946	"		"	"
IC	41955 41956 41960 41961 41965	"		"	"
IC	41968 41976 41981 41997 41998	"		"	"
IC	42000 42002 42004 42019 42021	"		"	"

* / This may be extended to March 31. 1977.

ILLINOIS CENTRAL GULF RAILROAD COMPANY		UNIT COST OF REHABILITATION	TOTAL COST OF REHABILITATION	MONTHS OF DELIVERY	SPECIFICATIONS
<u>CAR NUMBERS</u>					
IC	42030 42034 42035 42041 42044	\$12,600	\$3,150,000	October - December 1976 ^{*/}	See attached Exhibit A
IC	42058 42061 42069 42073 42075	"		"	"
IC	42079 42091 42096 42099 42115	"		"	"
IC	42140 42141 42146 42151 42152	"		"	"
IC	42176 42178 42179 42187 42190	"		"	"

* / This may be extended to March 31, 1977.

ILLINOIS CENTRAL GULF RAILROAD COMPANY <u>CAR NUMBERS</u>		<u>UNIT COST OF REHABILITATION</u>	<u>TOTAL COST OF REHABILITATION</u>	<u>MONTHS OF DELIVERY</u>	<u>SPECIFICATIONS</u>
IC	42199 42204 42207 42213 42217	\$12,600	\$3,150,000	October - December 1976 ^{*/}	See attached Exhibit A
IC	42218 42221 42231 42244 42246	"		"	"
IC	42249 42251 42254 42255 42273	"		"	"
IC	42279 42291 42294 42297 42300	"		"	"
IC	42301 42303 42304 42309 42310	"		"	"

* Delivery may be extended to March 31, 1977.

ILLINOIS CENTRAL GULF RAILROAD COMPANY <u>CAR NUMBERS</u>		<u>UNIT COST OF REHABILITATION</u>	<u>TOTAL COST OF REHABILITATION</u>	<u>MONTHS OF DELIVERY</u>	<u>SPECIFICATIONS</u>
IC	42315 42317 42318 42327 42328	\$12,600	\$3,150,000	October - December 1976 ^{*/}	See attached Exhibit A
IC	42341 42345 42352 42353 42354	"		"	"
IC	42357 42358 42371 42372 42373	"		"	"
IC	42384 42386 42387 42395 42405	"		"	"
IC	42419 42435 42438 42440 42447	"		"	"

ILLINOIS CENTRAL GULF RAILROAD COMPANY <u>CAR NUMBERS</u>		<u>UNIT COST OF REHABILITATION</u>	<u>TOTAL COST OF REHABILITATION</u>	<u>MONTHS OF DELIVERY</u>	<u>SPECIFICATIONS</u>
IC	42457 42458 42470 42471 42474	\$12,600	\$3,150,000	October - December 1976 * /	See attached Exhibit A
IC	42475 42479 42492 42495 42508	"		"	"
IC	42509 42517 42519 42522 42541	"		"	"
ICG	514330	"		"	"
ICG	514377	"		"	"
IC	514389	"		"	"
ICG	514503	"		"	"
ICG	514510	"		"	"
ICG	514603	"		"	"
IC	514604	"		"	"
ICG	514642	"		"	"
IC	514643	"		"	"
ICG	514663	"		"	"

ILLINOIS CENTRAL GULF RAILROAD COMPANY		UNIT COST OF REHABILITATION	TOTAL COST OF REHABILITATION	MONTHS OF DELIVERY	SPECIFICATIONS
<u>CAR NUMBERS</u>					
ICG	514756	\$12,600	\$3,150,000	October -	See attached Exhibit A
ICG	514798			December	
IC	514812			1976 ^{*/}	
IC	514851				
ICG	514863				
ICG	514951	"		"	"
ICG	514998				
ICG	564120				
ICG	564123				
IC	565020				
IC	565028	"		"	"
ICG	565032				
ICG	565037				
ICG	565040				
GMO	54104	"		"	"
	54105				
	54106				
	54107				
	54108				
GMO	54109	"		"	"
	54110				
	54112				
	54114				
	54116				

^{*/} This may be extended to March 31, 1977.

ILLINOIS CENTRAL GULF RAILROAD COMPANY <u>CAR NUMBERS</u>		<u>UNIT COST OF REHABILITATION</u>	<u>TOTAL COST OF REHABILITATION</u>	<u>MONTHS OF DELIVERY</u>	<u>SPECIFICATIONS</u>
GMO	54121 54123 54126 54127 54133	\$12,600	\$3,150,000	October - December 1976 ^{*/}	See attached Exhibit A
GMO	54137 54138 54141 54144 54146	"		"	"
GMO	54148 54152 54155 54157 54158	"		"	"
GMO	54163 54169 54171 54172 54175	"		"	"
GMO	54178 54182 54183 54184 54185	"		"	"

ILLINOIS CENTRAL GULF RAILROAD COMPANY <u>CAR NUMBERS</u>		<u>UNIT COST OF REHABILITATION</u>	<u>TOTAL COST OF REHABILITATION</u>	<u>MONTHS OF DELIVERY</u>	<u>SPECIFICATIONS</u>
GMO	54187 54190 54191 54193 54197	\$12,600	\$3,150,000	October - December 1976 ^{*/}	See attached Exhibit A
GMO	54199 54201 54202 54206 54215	"		"	"
GMO	54218 54219 54220 54223 54224	"		"	"
GMO	54225 54227 54229 54230 54232	"		"	"
GMO	54238 54239 54240 54243 54245	"		"	"

This schedule extended to March 31, 1977.

ILLINOIS CENTRAL GULF RAILROAD COMPANY <u>CAR NUMBERS</u>		<u>UNIT COST OF REHABILITATION</u>	<u>TOTAL COST OF REHABILITATION</u>	<u>MONTHS OF DELIVERY</u>	<u>SPECIFICATIONS</u>
GMO	54246 54247 54248 54249 54250	\$12,600	\$3,150,000	October - December 1976 ^{*/}	See attached Exhibit A
GMO	54252 54253 54257 54258 54259	"	"	"	"
GMO	54264 54265 54267 54270 54272	"	"	"	"
GMO	54277 54278 54282 54283 54284	"	"	"	"
GMO	54285 54286 54291 54292 54294	"	"	"	"

Maximum Cost of Rehabilitation: \$3,150,000

EXHIBIT A

SPECIFICATIONS FOR REHABILITATED BOXCARS

Illinois Central Gulf Railroad