



**Illinois  
Central  
Gulf**

IC Industries Company

William H. Sanders  
Corporate Counsel

Illinois Central  
Gulf Railroad  
Two Illinois Center  
233 North Michigan Avenue  
Chicago, IL 60601  
(312) 565 1600

September 1, 1977

Date SEP 6 1977

Fee \$ 50

ICG Washington, D. C.

Honorable H. Gordon Homme, Jr.  
Acting Secretary  
Interstate Commerce Commission  
Washington, D. C. 20436

RECORDATION NO. 8961 Filed & Recorded

SEP 6 1977 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

FEE OPERATION BR.

SEP 6 1 12 PM '77

RECEIVED

Dear Mr. Homme:

Enclosed for recording with the Interstate Commerce Commission is a Lease Agreement dated as of August 10, 1977. There has been no previous recordation in connection with this transaction.

Also enclosed is a check payable to the Interstate Commerce Commission to cover the recording fee for this Agreement.

The parties to this transaction are:

Lessor: Greenville Steel Car Company  
Greenville, Pennsylvania 16125

Lessee: Illinois Central Gulf Railroad Company  
233 North Michigan Ave.,  
Chicago, Illinois 60601

The Equipment covered by the Supplement is 30 new 100-ton, Hi-Cube Boxcars bearing identification numbers ICG 680100-680129, both inclusive.

Upon completion of the recording, please deliver to the bearer of this letter all counterparts not required for retention in your files.

Very truly yours,

W. H. Sanders

Enc.

*Countersigned - B. G. ...*

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

9/6/77

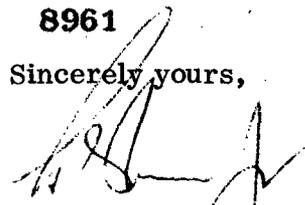
OFFICE OF THE SECRETARY

**W.H. Sanders**  
**Illinois Central Gulf**  
**Two Illinois Center**  
**233 North Michigan Avenue**  
**Chicago, Illinois 60601**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **9/6/77** at **1:15pm** and assigned recordation number(s) **8961**

Sincerely yours,

  
**H.G. Homme, Jr.**  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

SEP 6 1977 -1 15 PM

INTERSTATE COMMERCE COMMISSION

LEASE AGREEMENT

THIS AGREEMENT made this 10th day of August, 1977, by and between GREENVILLE STEEL CAR COMPANY (hereinafter called the "Manufacturer") and ILLINOIS CENTRAL GULF RAILROAD COMPANY, (hereinafter called the "Railroad").

WITNESSETH:

The Railroad has heretofore delivered to the manufacturer a letter of intent dated June 17, 1977, whereunder the Railroad agreed to enter into a Purchase Agreement and thereunder to accept and pay for the following railroad equipment (hereinafter called the "Cars"):

30 100-ton Hi-Cube Boxcars  
numbered ICG 680100 - 680129,  
both inclusive.

The letter of intent to purchase is by reference made a part of this Agreement as fully as though expressly set forth herein.

Delivery of the Cars is scheduled to begin on or about September 1, 1977. Inasmuch as the Railroad has not as yet consummated financing arrangements, it is not in position to accept delivery of and pay for the Cars at this time. The Railroad represents that such financing arrangements will be consummated, however, on or about December 31, 1977. The Railroad (in order that it may use the Cars pending completion of the above financing arrangements) has arranged with the Manufacturer to give it

temporary custody and possession of the Cars upon their completion, solely as a lessee of such Cars, and the Manufacturer is willing to do so upon the terms and conditions hereinafter stated.

For the use and rental of each Car, the Railroad agrees to pay the Manufacturer \$11.15 per day per Car for the period such rental shall be payable with respect to each Car. Rental of each Car shall not commence until 20 days after delivery of each Car to the Railroad under the terms of this Agreement and shall cease on the day of termination. The Termination Date shall be such date when the Railroad's financing arrangements have been concluded and payment of the purchase price has been rendered to the Manufacturer; provided, however, that such Termination Date shall be no later than December 31, 1977.

The rental on each Car shall be due and payable to the Manufacturer in cash upon termination of this Agreement as to such car.

After Railroad's representative finds that each Car upon completion has been built in accordance with the Railroad's requirements, he will execute and deliver to the Manufacturer at its plant a Certificate of Inspection and Acceptance in the form annexed hereto as Exhibit A, certifying to that effect. Title to the Cars shall remain in the Manufacturer and the Railroad's right and interest therein is and shall be solely that of

possession, custody and use as lessee under this Agreement. Transfer of title shall be effected only at the time of delivery of the bills of sale. The Manufacturer agrees not to claim, for Federal income tax purposes, either depreciation or investment tax credit on the Cars.

The Railroad, without expense to the Manufacturer, will promptly cause this Agreement to be filed with the Interstate Commerce Commission for recordation under Section 20c of the Interstate Commerce Act. In addition, the Railroad shall do such other acts as may be required by law, or reasonably requested by the Manufacturer, for the protection of the Manufacturer's title to and interest in the Cars.

The Railroad agrees that it will permit no liens of any kind to attach to the Cars; and that it will

(a) indemnify and save harmless the Manufacturer from any and all claims, expenses or liabilities of whatsoever kind; and

(b) pay any and all taxes, fines, charges and penalties that may accrue or be assessed or imposed upon the Cars of the Manufacturer because of its ownership or because of the use, operation, management or handling of the Cars by the Railroad during the term of this lease. The Railroad's obligations contained in this paragraph shall cover any such obligations that may accrue or be assessed or imposed during the term of this Agreement. The foregoing item (a) shall not apply to any claim, expense or

liability which results from a condition of manufacture of any Car or from the acts or omissions of the Manufacturer; its employees, or agents.

The Railroad will, at its own expense, keep and maintain the Cars in good order and running condition and will at its option repair or replace or promptly pay to Manufacturer the purchase price in cash of those Cars which may be damaged or destroyed by any cause (except when caused by the Manufacturer) during the term of this Agreement. If payment is made in cash for a damaged or destroyed Car as aforesaid, an appropriate reduction shall be made in the purchase price of the Cars.

GREENVILLE STEEL CAR COMPANY

By *F. B. Brown*  
Vice President

ATTEST:

*L. Richard J.*  
Assistant Secretary

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By *G. E. Walker*  
Senior Vice President-Finance and Administration

ATTEST:

*J. B. Booth*  
Secretary

STATE OF PENNSYLVANIA )  
COUNTY OF *Merces* ) SS

On this *29th* day of *August*, 1977, before  
me personally appeared *J. B. Logan* to me personally  
known, who, being by me duly sworn, says that he is a Vice  
President of Greenville Steel Car Company, that the seal affixed  
to the foregoing instrument is the corporate seal of said corpora-  
tion, 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.

*Lora Smith*

\_\_\_\_\_  
LEORA SMITH, Notary Public  
GREENVILLE, MERCEN COUNTY

My Commission expires:

\_\_\_\_\_  
My Commission Expires Feb. 23, 1981

(SEAL)

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

On this *23<sup>rd</sup>* day of *August*, 1977,  
before me personally appeared *L. E. Konker* to me  
personally known, who, being by me duly sworn, says that he is  
a *Senior Vice President* of Illinois Central Gulf Railroad  
Company, that the seal affixed to the foregoing instrument is the  
corporate 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.

*Virginia N. Shanahan*  
\_\_\_\_\_  
Notary Public

My Commission expires: *May 4, 1980*

(SEAL)

CERTIFICATE OF INSPECTION AND ACCEPTANCE  
UNDER LEASE AGREEMENT

TO: GREENVILLE STEEL CAR COMPANY

I, a duly appointed inspector and authorized representative of ILLINOIS CENTRAL GULF RAILROAD COMPANY (hereinafter called the "Railroad") for the purpose of the Lease Agreement dated as of August 10, 1977, between you, as Manufacturer, and the Railroad do hereby certify that I have received, inspected, approved and accepted delivery on behalf of the Railroad and under said Lease Agreement of the following units of railroad equipment:

Type of Cars:

Place Accepted:

Date Accepted:

Number of Units:

Numbered:

I do further certify that the foregoing cars are in good order and condition and conform to the Purchase Agreement covering such cars and the specifications applicable thereto, and to all applicable Interstate Commerce Commission requirements and specifications and to all standards of the Association of American Railroads. The execution of this certificate will in no way relieve you of your duty or decrease your responsibility (1) to produce and deliver the railroad equipment indicated above in accordance with the terms of the Lease Agreement or (2) to warrant the foregoing cars to be of good workmanship, constructed with quality materials, and to be free of defects, as set forth in the aforesaid Purchase Agreement.

Inspector and Authorized Representative of  
ILLINOIS CENTRAL GULF RAILROAD COMPANY