



IteI Rail Corporation
55 Francisco Street
San Francisco, California 94133
(415) 984-4000
(415) 781-1035 Fax

RECORDATION NO 16267 FILED 1425
APR 5 1989 -2 10 PM
INTERSTATE COMMERCE COMMISSION

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Master Lease Agreement dated December 1, 1988, between
IteI Rail Corporation and Illinois Central Gulf Railroad

Dear Ms. McGee:

On behalf of IteI Rail Corporation, the above instrument, in
three (3) counterparts, is hereby submitted for filing and
recording pursuant to 49 U.S.C. Section 11303(a), along with the
\$13 recordation fee.

Please record this Master Lease Agreement under a new
recordation number.

The parties to the aforementioned instrument are listed below:

IteI Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Illinois Central Gulf Railroad (Lessee)
Two Illinois Center
233 North Michigan Avenue
Chicago, Illinois 60601-5799

This Master Lease Agreement describes the terms and conditions
by which equipment, set forth in subsequent schedules thereto,
is leased.

Please return to the undersigned the stamped counterparts not
required for filing purposes, together with the ICC fee receipt
and acknowledgment letter.

Very truly yours,

Handwritten signature: patricia schumacker

Patricia Schumacker
Legal Department

APR 5 2 04 PM '89
MOTOR OPERATING UNIT

16267

RECORDATION NO _____ FILED 1425

APR 5 1989 -2 10 PM

MASTER LEASE

INTERSTATE COMMERCE COMMISSION

THIS LEASE AGREEMENT ("Agreement") is made as of this 1st day of DECEMBER, 1988, by and between ITEL RAIL CORPORATION, a Delaware corporation located at 55 Francisco Street, San Francisco, California 94133, as lessor ("Lessor"), and ILLINOIS CENTRAL RAILROAD COMPANY, a Delaware corporation, located at Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601-5799, as lessee ("Lessee").

1. Scope of the Agreement

- A. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, upon the terms and conditions set forth herein and in the Schedule(s) attached hereto, a number of items of equipment bearing the reporting marks and of the type, construction and other description set forth in any Schedules attached hereto and executed by the parties concurrently herewith or hereafter. The word "Schedule" includes the schedules executed herewith and any schedules and amendments which are subsequently executed by both parties. When any such Schedule or amendment is so executed it shall become part of this Agreement. "Cars" shall mean all items of equipment subject to this Agreement and "Car" shall mean an individual item of equipment. The terms and provisions of each Schedule shall control, as to the Cars listed on such Schedule, over any inconsistent or contrary terms and provisions in the body of this Agreement.
- B. Lessee leases from Itel Railcar Corporation ("Itel Railcar") a number of items of railroad equipment subject to the Master Lease Agreement dated as of NOVEMBER 30, 1988, between Itel Railcar and Lessee ("Railcar Lease"). Lessee desires to lease from Lessor, and Lessor agrees to lease to Lessee, the Cars subject to this Agreement on the same terms and conditions as those in the Railcar Lease, except as specifically provided otherwise in this Agreement or any Schedule hereto. The parties therefore incorporate the Railcar Lease by reference, as if fully set forth herein, with the following changes for the purposes of this Agreement:
- (i) "Itel Railcar Corporation" and "Lessor" as used in the Railcar Lease shall mean Itel Rail Corporation.
 - (ii) "Agreement" as used in this document shall mean this Agreement.
 - (iii) "Cars" as used in this document shall not include any railcars leased to Lessee by Itel Railcar Corporation.

2. Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be deemed given when given by telecopy or telex or made in writing, deposited in United States mail, registered or certified, postage prepaid, addressed to:

Lessor: Itel Rail Corporation
55 Francisco Street
San Francisco, California 94133
Attn: President

Lessee: Illinois Central Railroad Company
Two Illinois Center
233 North Michigan Avenue
Chicago, Illinois 60601-5799
Attn: President

or to such other addresses as Lessor or Lessee may from time to time designate.

ITEL RAIL CORPORATION

ILLINOIS CENTRAL RAILROAD COMPANY

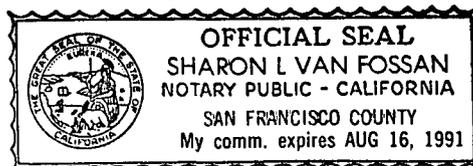
By: *J. Hayes*
Title: *President*
Date: *1/16/89*

By: *H. Bazemille*
Title: *VP - Training*
Date: *12-27-88*

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

On this 16th day of January, 1988⁹, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL Rail Corporation, that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan
Notary Public



STATE OF Illinois)
) ss:
COUNTY OF Cook)

On this 27th day of December, 1988, before me personally appeared H. B. Bergsmiller, to me personally known, who being by me duly sworn says that such person is Vice President - Transportation of Illinois Central Railroad Company, that the foregoing Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elizabeth A. Simnick
Notary Public

