

REBOUL, MACMURRAY, HEWITT, MAYNARD & KRISTOL

45 ROCKEFELLER PLAZA

NEW YORK, N. Y. 10111

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JOHN C. MACMURRAY
JOHN MAYNARD
JOHN W. REBOUL
WAYNE A. CROSS
WILLIAM F. McCORMACK
ROBERT SCHEFF
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DAVID S. ELKIND
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JAMES E. MAGEE (D.C. BAR)
ROBERT L. SILLS
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August 19, 1991

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WASHINGTON, D. C. 20036
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REGISTRATION NO. 17486 FILED 1423

AUG 19 1991 -2 30 PM

MICHAEL DOWNEY RICE
COUNSEL

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Secretary:

We enclose three counterparts of the document described below, to be recorded pursuant to section 11303 of Title 49 of the United States Code.

This document is a purchase and conditional sale agreement dated as of August 8, 1991, a primary document.

The names and addresses of the parties to the documents are as follows:

Vendor: United States Trust Company of New York, as Trustee
114 West 47th Street
New York, New York 10036-1532

Vendee: IC Leasing Corporation I
1077 East Sahara Avenue
Las Vegas, Nevada 89193

Beneficial Owner:

General Electric Capital Corporation
1600 Summer Street
Stamford, Connecticut 06927

A description of the equipment covered by the document follows:

Michael Downey Rice

44EMD SD40-2 locomotives bearing the road numbers
BN6708-6713 and 6715-6752.

A fee of \$15 is enclosed. Please return two counter-
parts stamped with your recordation information to James Magee at
Reboul, MacMurray, Hewitt, Maynard & Kristol, 1111 Nineteenth
Street, N.W., Washington, D.C. 20036.

A short summary of the document to appear in the index
follows:

Purchase and conditional sale agreement dated as
of August 8, 1991 among United States Trust
Company of New York, as trustee, vendor, IC
Leasing Corporation I, vendee, and General
Electric Capital Corporation, beneficial owner,
covering 44EMD SD40-2 locomotives bearing the
road numbers BN6708-6713 and 6715-6752.

Very truly yours,



Michael Rice

MR:mf
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/19/91

OFFICE OF THE SECRETARY

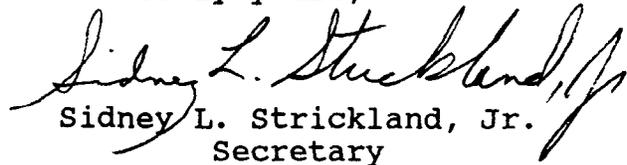
Michael Rice

Reboul MacMurray Hewitt Maynard & Kristol
45 Rockefeller Plaza
New York, N.Y. 10111

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 8/19/91 at 2:30pm, and assigned recordation number(s). 17486

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17486
AUG 19 1991 -2 30 PM
INTERSTATE COMMERCE COMMISSION

PURCHASE AND CONDITIONAL SALE AGREEMENT

This Agreement is entered into as of August 8, 1991 between United States Trust Company of New York, not in its individual capacity but solely as trustee under the Trust Agreement (the "Trust Agreement") dated as of January 1, 1976 between United States Trust Company of New York and General Electric Credit Corporation, Union Bank & Trust Company and Packers National Bank In Omaha ("Seller"), General Electric Capital Corporation, a New York corporation, ("GECC") and IC Leasing Corporation I, a Nevada corporation ("Purchaser").

RECITALS

WHEREAS, Seller owns forty-four EMD SD40-2 locomotives, described more fully on Exhibit A attached hereto (the "Equipment"). Each unit of Equipment is herein designated a "Unit".

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Equipment, at the price and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the following mutual agreements the parties hereto hereby agree as follows:

1. Purchase and Sale of Equipment.

1.01 Transfer of Equipment. On the Closing Date (as hereinafter defined), Seller agrees to sell and assign to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Equipment. Possession of the Equipment shall be transferred from Seller to Purchaser as soon as practicable following the Closing Date, but in no event later than September 30, 1991, and Seller shall effect such transfer by delivering, without cost to Purchaser, 30 Units to the Cleburne Railway Shops, Cleburne, Texas and 14 Units to the VMV shops, Paducah, Kentucky, according to the Delivery Schedule attached hereto as Exhibit B. Seller shall bear all risks related to the delivery of the Equipment. Risk of loss with respect to each Unit shall pass from Seller to Purchaser when the Unit is accepted by Purchaser pursuant to the provisions set forth in such Delivery Schedule. If Seller fails to deliver any Unit within the time prescribed in the Delivery Schedule attached hereto as Exhibit B, the Purchase Price (as hereinafter defined) shall be reduced by an amount equal to \$275 for each day that possession of each Unit required by the Delivery Schedule was delayed. Purchaser, at no expense to Purchaser, shall also arrange to have the Units delivered at Cleburne, Texas, transferred over the tracks of the Santa Fe Railway to the Burlington Northern Railroad at Fort Worth, Texas.

1.02 Warranties and Other Rights. Seller hereby agrees to sell and assign to Purchaser all of the warranties with respect to the Equipment obtained by Seller from others which are assignable.

1.03 Purchase Price. In consideration for the sale of the Equipment, Purchaser does hereby promise to pay to Seller the sum of \$11,000,000 (the "Purchase Price") on or before December 16, 1991, by Federal Reserve wire transfer to such bank account as Seller may direct. Such Purchase Price shall be reduced by the amount, if any, specified by Section 1.01 to reflect any delay in delivery of any Unit of Equipment. Any amounts not paid when due hereunder shall bear interest at the rate of 15% per annum.

1.04 Security. Seller shall and hereby does retain a security interest in the Equipment and all cash and non-cash proceeds therefrom until Purchaser shall have paid to Seller the Purchase Price as provided in Section 1.03 and performed all of its obligations required to be performed prior to Purchaser's payment to Seller of the Purchase Price. As additional collateral security for its obligations hereunder, Purchaser hereby grants a security interest in and assigns its rights in and to any lease of the Equipment, and the payments due and to become due thereunder, but so long as the Purchaser shall not be in default hereunder, the Purchaser shall have the right to collect and retain such payments. The Purchaser shall prepare, execute, and deliver any instrument or assignment, and obtain such acknowledgements of lessees, as the Seller may request in order to confirm such assignments and perfect its interest in such leases. Upon the payment by Purchaser of the Purchase Price, absolute right to the possession of, title to, and property in the Equipment and any such lease shall pass and vest in Purchaser without the requirement of further action by Seller. Seller shall execute and deliver such instruments as shall be appropriate to evidence the release of the security interest of Seller in the Equipment and any such lease and to make clear on the public record the clear title of the Purchaser to the Equipment and any such lease.

1.05 Remedies. If Purchaser shall fail to pay to Seller the Purchase Price as provided in Section 1.03, Seller may exercise any of the following remedies:

- (a) Seller may institute any action or proceeding at law or in equity for the collection of the amounts due and unpaid, may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against Purchaser and collect in the manner provided by law out of the property of Purchaser, wherever situated, the amounts adjudged or decreed to be payable;
- (b) Seller may collect and receive any and all rents, revenues and other cash and non-cash proceeds from the Equipment and apply the same against the amounts due;

- (c) Subject to any rights of third parties pursuant to any lease assigned pursuant to Section 1.04 hereof, Seller may recover possession of the Equipment, and if Seller shall so request, Purchaser shall assemble and deliver the Equipment to Seller at the location or locations specified by Seller, in the same condition as delivered by Seller hereunder (ordinary wear and tear excepted); and
- (d) Seller may sell, subject to any rights of third parties pursuant to any lease assigned pursuant to Section 1.04 hereof, all or any part of the Equipment free from any claim of Purchaser, in one lot and as an entirety or in separate lots, at public or private sale. Any such sale may be held or conducted at such place and at such time as Seller may specify, or as may be required by law, and without gathering at the place of sale of the Equipment to be sold, and in general in such commercially reasonable manner as Seller may determine.

If after recovery of possession of the Equipment, Seller shall elect to retain the same, Purchaser shall pay to Seller an amount equal to \$25,000 for each Unit of the Equipment originally delivered to Purchaser hereunder plus \$275 for each day Purchaser had possession of such Unit, plus interest thereon from December 16, 1991, at the rate specified in Section 1.03 for overdue payments, plus the costs and expenses of such recovery of possession and of collection of such amounts.

If Seller shall elect to sell the Equipment as contemplated by clause (d) above, the proceeds of such sale shall be applied, first to the costs and expenses of such sale and the exercise of remedies hereunder, second to interest on all amounts due hereunder at the rate specified in Section 1.03 for overdue payments from December 16, 1991, to the date paid, and third to the principal amount of the Purchase Price.

If after applying all such sums of money realized by Seller as aforesaid there shall remain any amount due to Seller under the provisions hereof, Purchaser agrees to pay the amount of such deficit to Seller. If after applying as aforesaid the sums of money realized by Seller there shall remain a surplus in the possession of Seller, such surplus shall be paid to Purchaser.

No remedy referred to herein is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Seller at law or in equity.

1.06 Closing. The closing of the purchase and sale of the Equipment shall occur at 10:00 a.m. Chicago time at the principal office of Valley Bank in Las Vegas, Nevada on August 8, 1991 (the "Closing Date").

2. Representations, Warranties and Covenants of Seller.

2.01 Concerning the Equipment. Seller represents and warrants that (i) the Equipment is in good operating order, repair and condition; (ii) the sale, use, or operation of the Equipment does not violate or infringe the patent, trademark, trade name or other rights of any party; and (iii) the repairs described on Exhibit C attached hereto shall be satisfactorily performed and the dynamic brakes, grids, grid blower motors, fans, hatches, modules and contractors shall be removed from each of the Units in a good and workmanlike manner which does not damage the appearance or use of the Units.

2.02 Title. Seller represents and warrants that on the Closing Date, Seller shall have good and marketable title to the Equipment, free and clear of all liens, claims, charges, security interests, encumbrances and rights of third parties of any type or description.

2.03 Notices. Seller represents and warrants that Seller has not received any notice from any governmental authority that any investigation has been commenced or is contemplated respecting any failure of the Equipment to comply with any laws, rules, regulations or orders.

2.04 Other Agreements. Seller represents and warrants that except for this Agreement and the documents to be delivered pursuant hereto, there are no agreements of any kind relating to the Equipment or any part thereof which Seller or its predecessors in interest as to the Equipment have entered into and which will be binding upon Purchaser after the Closing Date.

2.05 Bill of Sale. On the Closing Date, the "Bill of Sale" (as hereinafter defined) shall have been duly authorized, executed and delivered by Seller and shall be valid and effective to transfer good and marketable title to the Equipment, free and clear of all liens, claims, charges, security interests, encumbrances and rights of third parties of any type or description.

2.06 Documents Furnished. Seller represents and warrants that it will deliver to Purchaser within thirty days of the Closing Date, copies of all material agreements and instruments currently in its possession received by it (except the Purchase Agreement, drafts of documents, correspondence and legal opinions) in connection with Seller's acquisition and use of the Equipment, including, without limitation, all written notices, appraisals, inspection reports, maintenance records, invoices, purchase orders, original equipment specifications, drawings and certificates of acceptance. This includes updated electrical blueprints reflecting modifications being made during removal of dynamic brake system.

2.07 Organization and Existence. Seller represents and warrants that it is a trust company duly and validly organized and existing in good standing under the laws of

the State of New York and is duly qualified to own its properties and carry on its business in each jurisdiction where the failure to so qualify would be materially adverse to Seller or its business.

2.08 Power and Authority. Seller represents and warrants that pursuant to the Trust Agreement, Seller has the power and authority to execute and deliver or accept, as the case may be, this Agreement, the Bill of Sale, the Guaranty (each as hereinafter defined) (collectively, the "Transaction Documents") and to pay and perform, when due, its obligations hereunder and thereunder. Seller has the power and authority to deliver all other documents delivered by Seller in connection with the closing of this Purchase Agreement.

2.09 Authorizations. Seller represents and warrants that the execution and delivery or acceptance, as the case may be, of the Transaction Documents by Seller and the payment and performance by Seller, when due, of its obligations hereunder and thereunder, have been duly authorized by all necessary action as required by the Trust Agreement and do not violate or conflict with, or, with or without the giving of notice, the passage of time or both, constitute a default under, any provision of the Trust Agreement, Seller's instruments of organization, any law, order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority or any agreement or other document or instrument to which Seller is a party or by which Seller is, or may be, bound.

2.10 Enforceability. Seller represents and warrants that the Transaction Documents constitute the valid and binding obligations of Seller as trustee under the Trust Agreement and are enforceable against it in accordance with their respective terms. There is no action, suit, proceeding or investigation at law or in equity pending or, to the knowledge of Seller, threatened before or by any court, public board or body, against or affecting Seller wherein an unfavorable decision, ruling or finding would adversely affect the ability of Seller to perform its obligations under the Transaction Documents.

2.11 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OF THE EQUIPMENT, ITS DESIGN, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RELATING TO THE EQUIPMENT.

3. Representations and Warranties of Purchaser.

Purchaser represents and warrants to, and agrees with, Seller as follows:

3.01 Organization and Existence. Purchaser is a corporation duly and validly organized and existing under the laws of the State of Nevada and is duly qualified to own its properties and carry on its business in each jurisdiction where the failure to be so qualified would be materially adverse to Purchaser or its business.

3.02 Power and Authority. Purchaser has the power and authority to execute and deliver or accept, as the case may be, the Transaction Documents and to pay and perform, when due, its obligations hereunder and thereunder.

3.03 Authorization. The execution and delivery or acceptance, as the case may be, of the Transaction Documents by Purchaser and the payment and performance by Purchaser, when due, of its obligations hereunder and thereunder, have been duly authorized by all necessary action of Purchaser and do not violate or conflict with, or, with or without the giving of notice, the passage of time or both, constitute a default under, any provision of Purchaser's instruments of organization, any law, order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority or any agreement or other document or instrument to which Purchaser is a party or by which Purchaser is, or may be, bound.

3.04 Enforceability. The Transaction Documents constitute the valid and binding obligations of Purchaser, enforceable against it in accordance with their respective terms. There is no action, suit, proceeding or investigation at law or in equity pending or, to the knowledge of Purchaser, threatened before or by any court, public board or body, against or affecting the Purchaser wherein an unfavorable decision, ruling or finding would adversely affect the ability of Purchaser to perform its obligations under the Transaction Documents.

4. Representations and Warranties of GECC.

GECC represents and warrants to, and agrees with, Purchaser as follows:

4.01 Organization and Existence. GECC is a corporation duly and validly organized and existing under the laws of the State of New York and is duly qualified to own its properties and carry on its business in each jurisdiction where the failure to be so qualified would be materially adverse to GECC or its business.

4.02 Power and Authority. GECC has the power and authority to execute and deliver this Agreement and the Option Agreement and as beneficiary of the Trust Agreement, has the power and authority to cause Seller to execute and deliver the Transaction Documents and perform Seller's obligations under the Transaction Documents.

4.03 Authorization. The execution and delivery or acceptance, as the case may be, of this Agreement and the Option Agreement by Seller, and the performance by Seller, when due, of its obligations hereunder, have been duly authorized by all necessary action of GECC, as beneficiary of the Trust Agreement, and do not violate or conflict with, or, with or without the giving of notice, the passage of time or both, constitute a default under the Trust Agreement.

4.04 Enforceability. This Agreement and the Option Agreement constitute the valid and binding obligations of GECC, enforceable against it in accordance with their respective terms. There is no action, suit, proceeding or investigation at law or in equity pending or, to the knowledge of GECC, threatened before or by any court, public board or body, against or affecting the Seller wherein an unfavorable decision, ruling or finding would adversely affect the ability of Seller to perform its obligations under this Agreement and the Option Agreement.

5. Certain Taxes and Charges.

5.01 Payment. Purchaser agrees to pay, when due, all sales and other taxes due upon the transactions contemplated hereby. Seller agrees to pay, when due, all taxes due as a result of Seller's ownership of the Equipment.

5.02 Contest. Each party may in good faith (at its expense) contest in any reasonable manner the imposition of any of the foregoing taxes but only to the extent that such contest neither affects adversely, nor threatens to affect adversely, the other party's interest in the Equipment nor exposes the other party to any liability.

6. Indemnification.

6.01 Indemnification by Seller. Seller agrees to indemnify Purchaser and to protect, defend and hold Purchaser harmless, from and against any and all loss, cost, damage, injury or expense, including, without limitation, reasonable attorneys' fees, wheresoever and howsoever arising which Purchaser may incur for, or by reason of (i) the breach of any of the warranties or representations of Seller contained in any of the Transaction Documents, (ii) a breach by Seller of any of the warranties or agreements of Seller contained in any of the Transaction Documents, or (iii) any claim in any way relating to or arising or alleged to arise out of the ownership or use of the Equipment prior to the Purchaser's receipt of the Equipment. In the event any claim for indemnification hereunder arises on account of a claim or action made or instituted by a third person against Purchaser, Purchaser shall notify Seller promptly after the receipt of notice by Purchaser that such claim was made or that such action was commenced. Seller shall be entitled to participate in the defense of any such claim or action by counsel of its own choosing and at its expense. If Seller shall participate in the defense of such claim or action, the same shall not be settled without its prior written consent (which consent shall not be unreasonably withheld or delayed), unless Seller shall deny Purchaser's right to indemnification.

6.02 Indemnification by Purchaser. Purchaser agrees to indemnify Seller and to protect, defend and hold Seller harmless, from and against any and all loss, cost, damage, injury or expense, including, without limitation, reasonable attorneys' fees, wheresoever and howsoever arising which Seller may incur for, or by reason of (i) the breach of any of the warranties or representations of Purchaser contained in any of the Transaction Documents,

(ii) a breach by Purchaser of any of the warranties or agreements of Purchaser contained in any of the Transaction Documents, or (iii) any claim in any way relating to or arising or alleged to arise out of the ownership or use of the Equipment after the Purchaser's receipt of the Equipment. In the event any claim for indemnification hereunder arises on account of a claim or action made or instituted by a third person against Seller, Seller shall notify Purchaser promptly after the receipt of notice by Seller that such claim was made or that such action was commenced. Purchaser shall be entitled to participate in the defense of any such claim or action by counsel of its own choosing and at its expense. If Purchaser shall participate in the defense of such claim or action, the same shall not be settled without its prior written consent (which consent shall not be unreasonably withheld or delayed), unless Purchaser shall deny Seller's right to indemnification.

7. Purchaser's Conditions Precedent. Purchaser's obligation to consummate the transactions contemplated by this Agreement are subject to the following conditions precedent:

7.01 Representations and Warranties of Seller. All representations and warranties of Seller set forth herein shall be true and correct on the Closing Date as if then made.

7.02 Compliance. Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date.

7.03 No Injunctions. There shall not be in effect any injunction or restraining order issued by a court of competent jurisdiction, or other governmental body having jurisdiction, against the consummation of the transactions contemplated by this Agreement.

7.04 Condition of Units. Purchaser shall have inspected each of the Units in running mode and shall have determined that each Unit is in good operating order, repair and condition, reasonable wear and tear excepted. Seller shall have satisfactorily performed the repairs described on Exhibit C attached hereto regarding Units previously inspected by Purchaser and Seller shall have removed the dynamic brakes, grids, grid blower motors, fans, hatches, modules and contractors from each of the Units in a good and workmanlike manner which does not damage the appearance or use of the Units.

7.05 Delivery of Transaction Documents. Seller shall have delivered to Purchaser (i) an executed copy of the bill of sale in the form attached hereto as Exhibit D (the "Bill of Sale"); (ii) the opinion of Reboul, MacMurray, Hewitt, Maynard & Kristol, special counsel to Seller, in such form as may be acceptable to Purchaser as to the matters set forth in Sections 2.07, 2.08, 2.09 and the first sentence of Section 2.10 hereof; (iii) an executed copy of the option agreement in the form attached hereto as Exhibit E (the

"Option Agreement"); and (iv) an executed copy of the guaranty agreement in the form attached hereto as Exhibit F (the "Guaranty").

8. Seller's Conditions Precedent. Seller's obligation to consummate the transactions contemplated by this Agreement are subject to the following conditions precedent:

8.01 Representations and Warranties of Purchaser. All representations and warranties of Purchaser set forth herein shall be true and correct on the Closing Date as if then made.

8.02 Compliance. Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date.

8.03 No Injunctions. There shall not be in effect any injunction or restraining order issued by a court of competent jurisdiction, or other governmental body having jurisdiction, against the consummation of the transactions contemplated by this Agreement.

8.04 Delivery of Transaction Documents. Purchaser shall have delivered to Seller (i) the opinion of Schiff Hardin & Waite, special counsel to Purchaser, in such form as may be acceptable to Purchaser as to the matters set forth in Section 3.01, 3.02, 3.03 and the first sentence of Section 3.04 hereof; (ii) an executed copy of the Option Agreement; and (iii) an executed copy of the Guaranty, together with an opinion of counsel with respect thereto of similar scope and tenor as the opinion specified in clause (i) of this Section.

9. Miscellaneous.

9.01 Transaction Costs and Legal Fees. Each party shall bear its own expenses (including broker's fees) relating to the transaction contemplated by this Agreement.

9.02 Survival. The representations, warranties and agreements made herein shall survive the execution and delivery of this Agreement and the consummation of the transactions described herein.

9.03 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

9.04 Notices. Any notice, request or other communication required or permitted to be given under any of the provisions of this Agreement shall be given in writing

and shall be deemed given the date the same is actually received by the party to whom it is addressed, provided that if such notice is mailed by certified or registered mail, return receipt requested, postage prepaid and addressed to the party for which it is intended, such mailed notice shall be deemed received 3 days after the mailing date. All notices shall be sent to the parties at the addresses set forth below:

(a) If to Seller, addressed to:

United States Trust Company of New York

114 West 47th Street
New York, New York 10036-1532
Attention: Corporate Trust Division

(b) If to GECC, addressed to:

General Electric Capital Corporation

1600 Summer Street
Stamford, Connecticut 06927
Attention: D. L. Eakin

(c) If to Purchaser, addressed to:

IC Leasing Corporation I
1077 East Sahara Avenue
Las Vegas, Nevada 89193
Attention: Treasurer

9.05 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Nevada applicable to contracts made and to be performed therein, without giving effect to the principles of conflict of laws thereof.

9.06 Captions. Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Agreement.

9.07 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

9.08 Entire Agreement. This Agreement (including the executed counterparts of the exhibits hereto) represents the entire agreement between the parties and it supersedes all prior agreements or understandings with respect to the subject matter hereof. This Agreement may be amended or varied only by writing, of even or subsequent date, executed by Seller and Purchaser.

9.09 Course of Dealing. No course of dealing between Seller and Purchaser, nor any delay in exercising any rights or remedies hereunder or otherwise shall operate as a waiver of any of the rights and remedies of Seller or Purchaser.

9.10 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

9.11 Further Assurances. Each of Purchaser and Seller agree to execute and deliver to the other all such further instruments and documents as may reasonably be requested by the other in order fully to carry out the intent, and to accomplish the purposes of, the transactions referred to herein.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of August 8, 1991.

SELLER:

**UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity but solely as trustee
under the Trust Agreement dated as of January 1, 1976
between United States Trust Company of New York and
General Electric Credit Corporation, Union Bank &
Trust Company and Packers National Bank In Omaha**

By: *C. Collins*
Title: Assistant Vice President

GECC:

GENERAL ELECTRIC CAPITAL CORPORATION

By: *McKee*
Its: MGR OPERATIONS

PURCHASER:

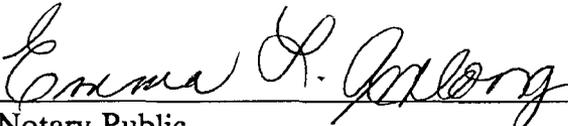
IC LEASING CORPORATION I

By: Dale W. Phillips

Title: PRESIDENT

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On this 8th day of August, 1991, before me personally appeared Dale W. Phillips, to me personally known, who, by me being duly sworn, says that he is the President of IC Leasing Corporation I, and 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.



Notary Public

My commission expires:
1-23-94

 NOTARY PUBLIC
STATE OF NEVADA
County of Clark
EMMA L. AMLONG
My Appointment Expires Jan 23, 1994

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 9th day of August, 1991, before me personally appeared Christine C. Collins, to me personally known, who, by me being duly sworn, says that he is a Assistant Vice President of United States Trust Company of New York, and that said instrument was signed and sealed on behalf of said company 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 company.

Thomas McCutcheon
Notary Public

My commission expires: THOMAS McCUTCHEON
NOTARY PUBLIC, State of New York
No 4965035
Qualified in Nassau County
Commission Expires April 16, 1992

LIST OF EXHIBITS

Exhibit A	List of Equipment
Exhibit B	Delivery Schedule
Exhibit C	Repair Schedule
Exhibit D	Bill of Sale
Exhibit E	Option Agreement
Exhibit F	Guaranty Agreement
Exhibit G	Form of Acceptance Certificate

EXHIBIT A

List of Equipment

This Exhibit A is attached to and forms a part of a Purchase and Conditional Sale Agreement entered into as of August __, 1991 between United States Trust Company of New York, to in its individual capacity but solely as trustee under the Trust Agreement dated as of January 1, 1976 between United States Trust Company of New York and General Electric Credit Corporation, Union Bank & Trust Company and Packers National Bank In Omaha, General Electric Capital Corporation and IC Leasing Corporation I.

The Equipment covered by this Agreement is as follows:

44 EMD SD40-2 locomotives (each a "Unit") identified by road numbers BN 6708-6713 and 6715-6752, in each case inclusive.

Seller will remove the dynamic brakes, grids, grid blower motors, fans, hatches, modules and contractors from the Units in a reasonable and prudent manner which does not damage the appearance and use of the Units.

EXHIBIT B

Delivery Schedule

This Exhibit B is attached to and forms a part of a Purchase and Conditional Sale Agreement entered into as of August __, 1991 between United States Trust Company of New York, not in its individual capacity but solely as trustee under the Trust Agreement dated as of January 1, 1976 between United States Trust Company of New York and General Electric Credit Corporation, Union Bank & Trust Company and Packers National Bank In Omaha, General Electric Capital Corporation and IC Leasing Corporation I.

The delivery schedule commences upon the execution of this Agreement or when Units are moved off the Burlington Northern, whichever occurs first ("Start Date"). Delivery of tThe Units will begin ten (10) working days after the Start Date. All Units shall be delivered within sixty (60) days of the Start Date. The Purchase Price reduction as a result of delayed delivery (Section 1.01) shall go into effect only when the weighted average delivery for all Units is more than forty-five (45) days after the Start Date. Such delivery schedule shall be adjusted (without reduction in Purchase Price) to accommodate: (i) work requested by Purchaser, (ii) work required as a result of a failed load test, or (iii) work attributable to Exhibit C. This delivery schedule may be modified by written agreement between Purchaser and Seller.

Each Unit shall be deemed delivered when it is accepted by Purchaser. Purchaser shall accept a Unit when it has been delivered to its representative and Seller has demonstrated to the reasonable satisfaction of Purchaser that the Unit meets the following acceptance requirements:

1. During a 40-minute load test:
 - (a) it develops a minimum of 3,000 horsepower in notch 8 (plus or minus 75 horsepower) after correction for temperature, altitude and parasitic load,
 - (b) its lubricating oil temperatures are within manufacturer's specifications,
 - (c) its lubricating oil pressure at the eighth notch and at idle after the load test is within manufacturer's specifications,
 - (d) its water temperature is within manufacturer's specifications,
 - (e) its turbo pressure is within manufacturer's specifications, and

- (f) its oil cooler base line is within manufacturer's specifications.
2. All water leaks and oil leaks (which are Federal Railroad Administration defects) discovered during the load test have been repaired.
 3. Is able to move forward and reverse under its own power.
 4. All items found defective during the load test have been repaired.
 5. Radiator cooling fans have been inspected for mounting and proper rotation and temperature switches are operative.
 6. Passes brake cylinder leakage test and air compressor orifice test as specified by Federal Railway Administration.
 7. All covers are in their proper place, sealed, secured and have proper warning decal applied.
 8. All electrical lights are in operable working order.
 9. Batteries will be able to start the Unit.
 10. All items specified on the Repair Schedule attached as Exhibit C to the Purchase Agreement have been completed.

Purchaser shall execute and deliver to Seller an Acceptance Certificate in the form of Exhibit G attached hereto at the time each Unit is delivered.

EXHIBIT C

Repair Schedule

This Exhibit C is attached to and forms a part of a Purchase and Conditional Sale Agreement entered into as of August __, 1991 between United States Trust Company of New York, not in its individual capacity but solely as trustee under the Trust Agreement dated as of January 1, 1976 between United States Trust Company of New York and General Electric Credit Corporation, Union Bank & Trust Company and Packers National Bank In Omaha, General Electric Capital Corporation and IC Leasing Corporation I.

Seller, at its own expense, shall make the repairs set forth below to the Units identified by their road numbers below:

<u>Unit Road Number</u>	<u>Repairs</u>
6709	Repair buckled floor and cab.
6712	Replace back cover missing from control stand. Replace right side cover missing from flywheel. Replace turbo stack gasket.
6717	Replace missing headlight. Repair front snow plow damage. Replace missing speed indicator in cab. Replace missing reading lens.
6721	Remove fuel transfer system and repair damage to interior cab caused by removal of Aires Communications System.
6725	Repair sandbox on nose.
6741	Repair leaking fuel tank drain block. Replace bolts missing from expansion joint and repair top deck latch broken by #1 assembly. Replace missing lube oil gauge. Replace broken fuel sight glass.

- 6743 Replace missing speed indicator. Replace missing lube oil gauge.
- 6747 Repair wire damaged by fire at resistor RE 36, RE 37. Repair turbo and turbo exhaust system. Replace missing lube oil gauge. Replace missing fireman's side awning.
- 6749 Purchaser has concern with regard to the engine failure of this Unit as it relates to the use of a 1968 block. Concern must be addressed to satisfaction of Purchaser.
- 6752 Repair damage at RE 36 and RE 37 resistor. Replace isolation switch grids burnt up and burnt left rear grid.

EXHIBIT D

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that United States Trust Company of New York, not in its individual capacity but solely as trustee under the Trust Agreement dated January 1, 1976 between United States Trust Company of New York and General Electric Credit Corporation, Union Bank & Trust Company and Packers National Bank In Omaha ("Seller"), for good and valuable consideration paid to it by IC Leasing Corporation I, a Nevada corporation ("Purchaser"), and subject to the security interest retained by Seller pursuant to Section 1.04 of the Purchase and Conditional Sale Agreement between Seller, General Electric Capital Corporation and Purchaser, does hereby grant, bargain, sell, convey, transfer, assign and set over unto Purchaser, its successors and assigns, all of its right, title and interest in and to forty-four EMD SD40-2 locomotives identified by road numbers BN 6709-6713 and 6715-6752, inclusive (the "Equipment").

TO HAVE AND TO HOLD all and singular the Equipment by these presents bargained, sold and conveyed unto Purchaser, its successors and assigns, forever.

Seller hereby represents and warrants to Purchaser that Seller has good and marketable title to the Equipment, that the Equipment is free and clear of all liens, claims, charges, security interests, encumbrances and rights of third parties of any type or description and that Seller has full right, power and authority to sell the Equipment and to make this Bill of Sale. Seller further agrees that it will defend such title to such Equipment against the demands of all persons whomsoever (other than those claiming by, through or under Purchaser).

Seller hereby assigns to Purchaser any warranties with respect to the Equipment made by the manufacturer thereof and others which are assignable by Seller.

IN WITNESS WHEREOF, the undersigned pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officer thereunto duly authorized, all as of the date written below, and the undersigned signatory hereby declares that the foregoing is a true and correct document and was executed on the date indicated below its signature.

SELLER:

UNITED STATES TRUST COMPANY OF NEW YORK,
not in its individual capacity but solely as trustee
under the Trust Agreement dated as of January 1, 1976

By: _____
Title: _____

EXHIBIT E

OPTION AGREEMENT

Agreement made this __ day of August, 1991 by and between General Electric Capital Corporation, a New York corporation ("GECC") and IC Leasing Corporation I, a Nevada corporation ("ICLC").

RECITALS

WHEREAS, GECC is the sole beneficial owner of seventeen EMD SD40-2 locomotives, described more fully on Exhibit A attached hereto (the "Locomotives").

WHEREAS, GECC desires to sell the Locomotives and ICLC desires to have the right to purchase the Locomotives for a certain time period.

NOW, THEREFORE, in consideration of the premises and the following mutual agreements the parties hereto agree as follows:

1. Grant of Option. In consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GECC grants to ICLC an irrevocable option to purchase all of the Locomotives for a price of FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$4,250,000.00) (the "Purchase Price") in accordance with the terms and conditions herein contained.

2. Exercise of Option. To exercise the option granted herein, ICLC must provide written notice of its election to exercise the option to GECC prior to October 1, 1991. Upon receipt from ICLC of a notice of election to exercise the option, GECC shall have ten days to obtain a commitment from Burlington Northern Railroad Company, a Delaware corporation, ("Burlington Northern") for the purchase or lease by Burlington Northern of all, but not fewer than all, of the Locomotives. If GECC does not receive such a commitment from Burlington Northern within said ten day period, GECC shall sell and assign to ICLC, all but not fewer than all, of the Locomotives for the Purchase Price and United States Trust Company of New York, as trustee ("USTC") and ICLC shall enter into a purchase and conditional sale agreement substantially in the form of the Purchase and Conditional Sale Agreement between USTC, GECC and ICLC dated August 8, 1991 attached hereto as Exhibit B (the "Purchase and Conditional Sale Agreement") and GECC shall cause USTC to enter into the same. The option granted hereunder shall expire at midnight on October 1, 1991, unless, prior thereto, GECC has received written notice from ICLC exercising the option.

3. Closing. Upon the exercise of the option by ICLC, the closing of the purchase and sale of the Locomotives shall occur on December 31, 1991 (the "Closing Date"). On the Closing Date, USTC shall sell and assign the Locomotives to ICLC and ICLC shall pay USTC or to its order, an initial payment of ONE MILLION SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$1,062,500). The balance of the Purchase Price shall be due and payable on March 31, 1992. Until ICLC pays USTC the balance of the Purchase Price, USTC shall retain a security interest in the Locomotives substantially in the form as that retained by USTC pursuant to Section 1.04 of the Purchase and Conditional Sale Agreement.

4. Access to Information. During the term of this option, GECC shall allow ICLC and its representatives free access to inspect the Locomotives and any documentation with respect to the Locomotives that are assignable by GECC.

5. Assignment. This option and all rights hereunder may be assigned by ICLC to any affiliate of ICLC, but shall be assigned to no other party without the written consent of GECC.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the date first written above.

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Title: _____

IC LEASING CORPORATION I

By: _____
Title: _____

EXHIBIT F

GUARANTY AGREEMENT dated as of August 1, 1991, between ILLINOIS CENTRAL CORPORATION, a Delaware corporation (the "Guarantor"), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under a Trust Agreement dated as of January 1, 1976, between the Owner Trustee and the Owners therein named (the "Owners").

The Guarantor is the owner of all the issued and outstanding capital stock of IC Leasing Corporation, a Nevada corporation (the "Purchaser"). Pursuant to the Purchase and Conditional Sale Agreement dated August __, 1991 (the "Purchase Agreement"), the Purchaser proposes to purchase certain locomotives from the Owner Trustee, with payment of the purchase price being deferred until December 16, 1991.

The Owner Trustee is willing to accept the deferral of the purchase price contemplated by the Purchase Agreement only if the Guarantor executes this Agreement, and as an inducement to the Owner Trustee and the Owners, the Guarantor is entering into this Guaranty Agreement and the guaranty provided for herein.

NOW, THEREFORE, the Guarantor, as primary obligor and not as surety, covenants and agrees as follows:

1. Guaranty. The Guarantor, as primary obligor and not as surety, hereby unconditionally and irrevocably guarantees to the Owner Trustee (both individually and in its capacity as Owner Trustee) and the Owner, (a) the due, punctual and full payment by the Lessee of all amounts (including, without limitation, amounts payable as damages in case of default) to be paid by the Purchaser pursuant to the Purchase Agreement whether such obligations now exist or arise hereafter, as and when the same shall become due and payable in accordance with the terms thereof and (b) the due, prompt and faithful performance of, and compliance with, all other obligations, covenants, terms, conditions and undertakings of the Purchaser contained in the Purchase Agreement (all such amounts and obligations being hereinafter called the "Obligations"). The Guarantor further agrees to pay any and all costs and expenses (including reasonable fees and disbursements of counsel) that may be paid or incurred by the Owner Trustee or any Owner in collecting any Obligations or in preserving or enforcing any rights under this Guaranty Agreement or under the Obligations.

This guaranty is a guaranty of payment, performance and compliance and not of collectibility, is in no way conditioned or contingent upon any attempt to collect from or enforce performance or compliance by, the Purchaser or upon any other

event, contingency or circumstance whatsoever, and shall be binding upon and against the Guarantor without regard to the validity or enforceability of the Purchase Agreement.

If for any reason whatsoever, either the Purchaser shall fail or be unable duly, punctually and fully to pay such amounts as and when the same shall become due and payable or to perform or comply with any such obligation, covenant, term, condition or undertaking, the Guarantor will forthwith pay or cause to be paid such amounts to the person or persons entitled to receive the same under the terms of the Purchase Agreement, or perform or comply with any such obligation, covenant, term, condition or undertaking or cause the same to be performed or complied with, together with interest on any amount due and owing from the Purchaser at the interest rate stipulated in the Purchase Agreement for overdue payments from the date the same becomes due and payable to the date of payment.

2. Guarantor's Obligations Unconditional. The covenants and agreements of the Guarantor set forth in this Agreement shall be primary obligations of the Guarantor, and such obligations shall be continuing, absolute and unconditional, shall not be subject to any counterclaim, setoff, deduction, diminution, abatement, recoupment, suspension, deferment, reduction of defense (other than full and strict compliance by the Guarantor with its obligations hereunder) based upon any claim that the Purchaser or the Guarantor or any other person may have against the Owner Trustee or any other person, and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition whatsoever (whether or not the Guarantor or the Purchaser shall have any knowledge or notice thereof), including, without limitation:

(a) any amendment, modification, addition, deletion, supplement or renewal to or of or other change in the Obligations or the Purchase Agreement;

(b) any waiver, consent, extension, indulgence, compromise, release or other action or inaction under or in respect of the Purchase Agreement or any obligation or liability of the Lessee or the Owner Trustee, or any exercise or non-exercise by the Owner Trustee of any right, remedy, power or privilege under or in respect of any such instrument, agreement, guarantee, right of offset or security or any such obligation or liability;

(c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding with respect to the Purchaser, the Owner Trustee or any other Person or any of their respective properties or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

(d) any limitation on the liability or obligations of the Purchaser or any other person under the Purchase Agreement, the Obligations, any collateral security for the Obligations or any other guaranty of the Obligations or any discharge, termination, cancellation, frustration, irregularity, invalidity or unenforceability, in whole or in part, of any of the foregoing;

(e) any defect in the title, compliance with specifications, condition, design, operation or fitness for use of, or any damage to or loss or destruction of, or any interruption or cessation in the use of the locomotives covered by the Purchase Agreement or any thereof by the Purchaser or any other person for any reason whatsoever (including, without limitation, any governmental prohibition or restriction, condemnation, requisition, seizure or any other act on the part of any governmental or military authority, or any act of God or of the public enemy) regardless of the duration thereof even though such duration would otherwise constitute a frustration of a contract), whether or not resulting from accident and whether or not without fault on the part of the Purchaser or any other person;

(f) any merger or consolidation of the Purchaser or the Guarantor into or with any other corporation or any sale, lease or transfer of any of the assets of the Purchaser or the Guarantor to any other person;

(g) any change in the ownership of any shares of capital stock of the Purchaser; or

(h) any other occurrence or circumstances whatsoever, whether similar or dissimilar to the foregoing and any other circumstance that might otherwise constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or that might otherwise limit recourse against the Guarantor.

The obligation of the Guarantor set forth herein constitute the full recourse obligations of the Guarantor enforceable against it to the full extent of all its assets and properties.

3. Waiver and Agreement. The Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Owner Trustee upon this Agreement or acceptance of this Agreement, and the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guaranty Agreement, and all dealings between the Lessee or the Guarantor and the Owner Trustee shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guaranty Agreement. The

Guarantor unconditionally waives, to the extent permitted by applicable laws, (a) acceptance of this Guaranty Agreement and proof of reliance by the Owner Trustee hereon, (b) notice of any of the matters referred to in Section 2, or any right to consent or assent to any thereof, (c) all notices that may be required by statute, rule of law or otherwise, now or hereafter in effect, to preserve intact any rights against the Guarantor, including without limitation, any demand, presentment, protest, proof of notice of nonpayment under the Purchase Agreement, and notice of default or any failure on the part of the Purchaser to perform and comply with any covenant, agreement, term or condition or the Purchase Agreement, the Lease or any other Operative Document, (d) any right to the enforcement, assertion or exercise against the Purchaser of any right, power, privilege or remedy conferred in the Purchase Agreement or otherwise, (e) any requirement of diligence on the part of any person, (f) any requirement of the Owner Trustee to take any action whatsoever, to exhaust any remedies or to mitigate the damages resulting from a default by any person under the Purchase Agreement, (g) any notice of any sale, transfer or other disposition by any person of any right, title to or interest in the Purchase Agreement or the locomotives covered thereby, and (h) any other circumstances whatsoever that might otherwise constitute a legal or equitable discharge, release or defense of a guarantor or surety, or that might otherwise limit recourse against the Guarantor.

4. Subrogation; Subordination. The Guarantor shall be subrogated to the rights against the Purchaser of any person to which a payment shall be made by the Guarantor; provided, however, that in any case under the United States Bankruptcy Code involving the Purchaser as the debtor, the claim therein of the Guarantor based upon such subrogation shall be limited (and the Guarantor hereby agrees to limit such claim) to the amount allowable under such Code to such person as a claim in respect of the Obligations; and provided further, however, that the Guarantor shall not be entitled to receive payment from the Purchaser in respect of any claim against the Purchaser arising from a payment by the Guarantor, and any such payment from the Purchaser shall be subordinate and junior in right of payment to the Obligations, in the event of any insolvency, bankruptcy, liquidation, reorganization or other similar proceedings relating to the Purchaser, or in the event of any proceedings for voluntary liquidation, dissolution or other winding up of the Purchaser, whether or not involving insolvency or bankruptcy proceedings, and in such case the Obligations shall be paid in full before any payment in respect of a claim by the Guarantor shall be made by or on behalf of the Purchaser.

5. Certain Rights and Powers of the Owner Trustee. The Owner Trustee may proceed in the name of the Guarantor (except against the Guarantor), or otherwise, to protect and enforce any of or all of its rights under this Guaranty Agreement, by suit in equity or action at law, or by other appropriate proceedings, whether for the specific performance of any covenants or

agreements contained in the Purchase Agreement, or to take any action authorized or permitted under applicable law. No failure to exercise and no delay in exercising, on the part of the Owner Trustee, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any rights, power or privilege preclude any other or former exercise thereof, or the exercise of any other power or right. Each and every right and remedy of the owner Trustee shall, to the extent permitted by law, be cumulative and shall be in addition to any other right or remedy given hereunder or under the Purchase Agreement or now or hereafter existing at law or in equity.

At the option of the Owner Trustee, the Guarantor may be joined in any action or proceeding commenced by the Owner Trustee against the Purchaser in connection with or based on the Purchase Agreement, or any provision thereof, and recovery may be had against the Guarantor in such action or proceeding or in any independent action or proceeding against the Guarantor, without any requirement that the Owner Trustee first assert, prosecute or exhaust any remedy or claim against the Purchaser.

6. Term of Guaranty Agreement. This Guaranty Agreement and all guaranties, covenants and agreements of the Guarantor contained herein shall continue in full force and effect and shall not be discharged until such time as all the Obligations shall be paid in full and all the agreements of the Purchaser and the Guarantor hereunder and under the Purchase Agreement shall be duly performed. If, as a result of any bankruptcy, dissolution, reorganization, insolvency, arrangement or liquidation proceedings (or proceedings similar in purpose or effect), or if for any other reason, any payment received by the Owner Trustee in respect of the Obligations is rescinded or must be returned by the Owner Trustee, this Guaranty Agreement shall continue to be effective as if such payment had not been made and, in any event, as provided in the preceding sentence.

7. Additional Payments. The Obligations, the payment, performance of and compliance with which are guaranteed by the Guarantor hereunder, shall be determined without giving effect to any termination of the Purchase Agreement, other than in accordance with its terms, or to any limitation, discharge, cancellation, invalidity or unenforceability of the obligations of the Purchaser thereunder, in whole or in part. If the Purchase Agreement or this Agreement shall be terminated in whole or in part other than in accordance with its terms, or if the obligations of the Purchaser or the Guarantor hereunder or thereunder shall be limited, discharged, terminated, cancelled or determined to be invalid or unenforceable in whole or in part, the Guarantor nevertheless agrees to pay amounts equal to the amounts payable by it at the times such amounts would have become due and payable by it in accordance with the terms hereof had the Purchase Agreement or this Agreement, as the case may be, not been terminated or the obligations of the Purchaser or the Guarantor, as the case may be, not been so limited, discharged,

terminated, cancelled or determined to be invalid or unenforceable.

8. Notices, etc. All notices, demands, requests, consents, approvals and other instruments hereunder shall be in writing and shall be deemed to have been properly given if given as provided for in the Purchase Agreement.

9. Separability of this Agreement. In case any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and statements and any other application thereof shall not in any way be affected or impaired thereby.

10. Further Assurances. The Guarantor hereby agrees to execute and deliver all such instruments and take all such action as the Owner Trustee may from time to time reasonably request in order to fully effectuate the purposes of this Guaranty Agreement.

11. Miscellaneous. This Guaranty Agreement is being delivered and is intended to be performed in the State of New York and shall be construed and enforced in accordance with and governed by the laws of the State of New York. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the Owner Trustee. This Agreement embodies the entire agreement and understanding between the Guarantor and the Owner Trustee and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Agreement are for purposes of references only, and shall not limit or otherwise affect the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into by their respective officers thereunto duly authorized.

ILLINOIS CENTRAL CORPORATION

By _____
Title:

UNITED STATES TRUST COMPANY OF NEW YORK, as Owner Trustee

By _____
Title: Assistant Vice President

CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized representative of IC Leasing Corporation I, a Nevada corporation ("Purchaser"), does hereby certify that I have inspected each of the units of equipment identified below and Purchaser accepts each such unit under the Purchase Agreement referenced below on the date and at the time and place set forth below:

Number of Units:

Description of Units:

Unit Numbers:

Delivered at:

The equipment is subject to all the terms and conditions of the Purchase and Conditional Sale Agreement between United States Trust Company of New York, not in its individual capacity but solely as trustee under the Trust Agreement dated as of January 1, 1976 between United States Trust Company of New York and General Electric Credit Corporation, Union Bank & Trust Company and Packers National Bank In Omaha, General Electric Capital Corporation and IC Leasing Corporation I dated August __, 1991.

Date: _____

Authorized Representative of
Purchaser

Time: _____