

JAN - 3 1997 - 4 30 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

RECEIVED
SURFACE TRANSPORTATION
BOARD

JAN 3 4 25 PM '97

January 3, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Master Rail Lease Agreement, dated as of December 30, 1996, and that certain Lease Schedule No. 001, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Pitney Bowes Credit Corporation
201 Merritt Seven
Norwalk, Connecticut 06856-5151

Lessee: Illinois Central Railroad Company
455 North Cityfront Plaza Drive
Chicago, Illinois 60611

A description of the railroad equipment covered by the enclosed document is:

600 covered hopper freight cars bearing reporting marks and roads IC 799200 through IC 799799, inclusive

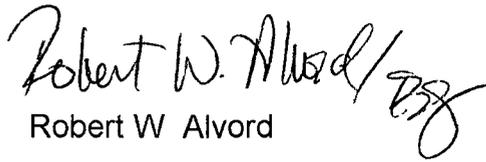
Counterspart - Ed M Lin

Mr. Vernon A Williams
January 3, 1997
Page 2

Also enclosed is a check in the amount of \$22 00 payable to the order of the
Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned

Very truly yours,


Robert W Alvord

RWA/bg
Enclosures

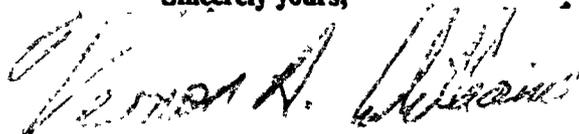
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

Robert W. Alvord
Alvord and Alvord
Suite 200
918 Sixteenth Street, NW.
Washington, DC. 20006-2973

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 1-3-97 at 4:30 PM, and assigned recordation number(s). 20448.

Sincerely yours,

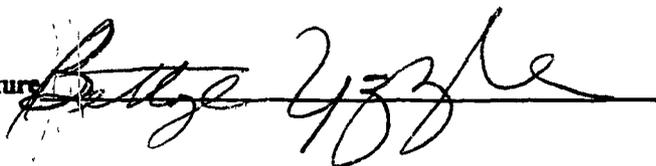


Vernon A. Williams
Secretary

Enclosure(s)

\$ 22.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



JAN - 3 1997 - 4 30 PM

MEMORANDUM
OF MASTER RAIL LEASE AGREEMENT

On the date hereof, the parties hereto entered into that certain Master Rail Lease Agreement No. 7783699 (the "Lease Agreement") dated as of December 27, 1996, and that certain Lease Schedule No. 001 attached and incorporated by reference thereto, by and between Pitney Bowes Credit Corporation ("Lessor"), having a place of business located at 201 Merritt Seven, Norwalk, Connecticut 06856-5151, and Illinois Central Railroad Company ("Lessee") having its principal place of business located at 455 North Cityfront Plaza Drive, Chicago, Illinois 60611, pursuant to which Lessor has leased to Lessee the Equipment described on Exhibit A hereto, subject to the terms and conditions of said Lease Agreement.

IN WITNESS WHEREOF, each of the undersigned pursuant to due corporate authority has caused this Memorandum to be duly executed in its respective corporate name by an officer duly authorized and hereby declares pursuant to 28 U.S.C. 1746 under penalty of perjury that this Memorandum is a true and correct document and was executed as of this 30 day of December, 1996

PITNEY BOWES CREDIT CORPORATION

ILLINOIS CENTRAL RAILROAD
COMPANY

BY: 

BY: _____

ITS: MICHAEL J. LEYH
Vice President
Credit/Operations

ITS: _____

**MEMORANDUM
OF MASTER RAIL LEASE AGREEMENT**

On the date hereof, the parties hereto entered into that certain Master Rail Lease Agreement No.7783699 (the "Lease Agreement") dated as of December 27, 1996, and that certain Lease Schedule No. 001 attached and incorporated by reference thereto, by and between Pitney Bowes Credit Corporation ("Lessor"), having a place of business located at 201 Merritt Seven, Norwalk, Connecticut 06856-5151, and Illinois Central Railroad Company ("Lessee") having its principal place of business located at 455 North Cityfront Plaza Drive, Chicago, Illinois 60611, pursuant to which Lessor has leased to Lessee the Equipment described on Exhibit A hereto, subject to the terms and conditions of said Lease Agreement.

IN WITNESS WHEREOF, each of the undersigned pursuant to due corporate authority has caused this Memorandum to be duly executed in its respective corporate name by an officer duly authorized and hereby declares pursuant to 28 U.S.C. 1746 under penalty of perjury that this Memorandum is a true and correct document and was executed as of this 30 day of December, 1996

PITNEY BOWES CREDIT CORPORATION

ILLINOIS CENTRAL RAILROAD
COMPANY

BY: _____

BY: 

ITS: _____

ITS: TREASURER



EXHIBIT A

(600) 5,150 Cubic Foot Covered Hopper Freight Cars bearing reporting marks

IC 799200 to IC 799799, inclusive