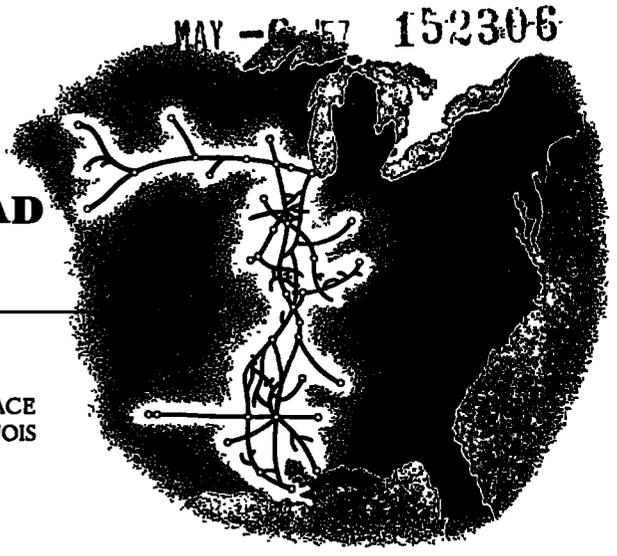


MAY - 6 1957 152306

ILLINOIS CENTRAL RAILROAD

Main Line of Mid-America



A L CHURCH
Secretary

135 EAST ELEVENTH PLACE
CHICAGO 5, ILLINOIS

May 3, 1957.

Mr. Harold D. McCoy, Secretary,
Interstate Commerce Commission,
Washington 25, D. C.

Dear Sir:

I hand you herewith, for recording with the Interstate Commerce Commission, 4 original counterparts of the Lease of Railroad Equipment and Agreement dated May 1, 1957, constituting Illinois Central Equipment Trust Series 44. Also enclosed is a check for \$50 in favor of the Commission in payment of the recording fee.

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

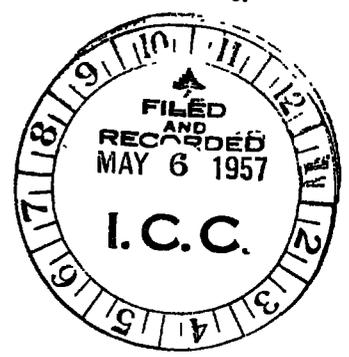
Vendors:

G. Greene and P. G. Norris
140 Broadway
New York 15, New York

RECORDATION No. 1182
(Filed pursuant to the Provisions of Section 20c Interstate Commerce Act) 5/9/57

Trustee-Lessor:

Guaranty Trust Company of New York
140 Broadway
New York 15, New York

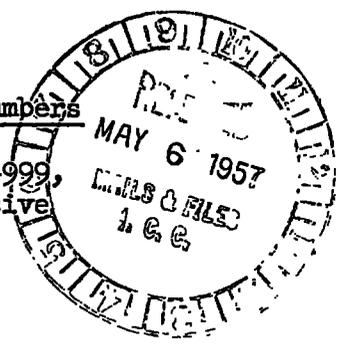


Lessee:

Illinois Central Railroad Company
135 East Eleventh Place
Chicago 5, Illinois

The equipment covered by the Lease and Agreement consists of:

<u>Number of Units</u>	<u>Description</u>	<u>Serial Numbers</u>
2000	All steel box cars, 50-ton capacity, 40 feet 6 inches in length	3000-4999, inclusive



Remittance \$ 50.00 held in [unclear] office 5/6/57 EM

MAY -6 '57 152306

- 2 -

Upon completion of the recording, will you please deliver two of the original counterparts to the bearer of this letter for return to the undersigned.

Yours very truly,


A. L. CHURCH
Secretary

*Rec'd by
w/enc. of recording
Alex P. ...
5/6/57*

Encs.



Interstate Commerce Commission

OFFICE OF THE SECRETARY

Washington 25

May 6, 1957

Mr. A. L. Church, Secretary,
Illinois Central Railroad,
135 East Eleventh Place,
Chicago 5, Ill.

Dear Sir:

The enclosed document was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, as amended, on May 6, 1957 at 10:30 A. M., and assigned recordation number 1182 .

Respectfully,



Secretary.

Encl.

Counterpart No. 8

MAY -6 '57 152306

Illinois Central Equipment Trust

Series 44 RECORDATION No. 1182

(Filed pursuant to the Provisions of Section 20c Interstate Commerce Act)

Lease of Railroad Equipment

DATED MAY 1, 1957

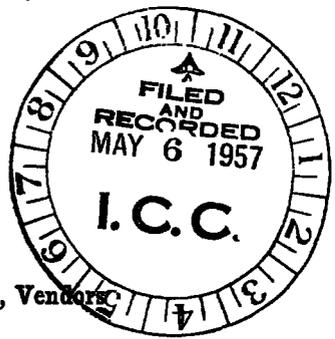
GUARANTY TRUST COMPANY OF NEW YORK,
Trustee, Lessor

TO

ILLINOIS CENTRAL RAILROAD COMPANY, Lessee

Agreement

DATED MAY 1, 1957



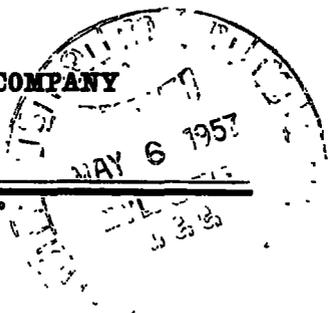
GRAINGER GREENE AND P. G. NORRIS, Vendors

WITH

GUARANTY TRUST COMPANY OF NEW YORK,
Trustee

AND

ILLINOIS CENTRAL RAILROAD COMPANY



LEASE OF RAILROAD EQUIPMENT, dated the first day of May, 1957, between **GUARANTY TRUST COMPANY OF NEW YORK**, a corporation duly organized and existing under the laws of the State of New York, Trustee as hereinafter mentioned (hereinafter called the Trustee), Lessor, and party of the first part, and **ILLINOIS CENTRAL RAILROAD COMPANY**, a corporation duly organized and existing under the laws of the State of Illinois (hereinafter called the Company), Lessee, and party of the second part:

WHEREAS, by a certain Agreement, dated the first day of May, 1957, by and among Grainger Greene and P. G. Norris, Vendors, the Trustee, and the Company (hereinafter called the Agreement), a counterpart original of which is hereto annexed and made a part hereof, there was constituted "Illinois Central Equipment Trust, Series 44" under which the railroad equipment which said Vendors transfer or cause to be transferred to the Trustee thereunder is to be leased to the Company hereunder; and

WHEREAS, pursuant to the provisions of the Agreement, the railroad equipment hereinafter described or referred to has been or will be transferred to the Trustee thereunder and the title to said railroad equipment vested in the Trustee;

NOW THIS AGREEMENT WITNESSETH:

That Guaranty Trust Company of New York, Trustee as aforesaid (acting in pursuance of the Agreement), party of the first part, for and in consideration as well of the sum of One Dollar to it paid by Illinois Central Railroad Company, party of the second part, at or before the sealing and delivery hereof, the receipt of which is hereby acknowledged, as of the rents and covenants hereinafter

mentioned to be paid, kept and performed by the Company, has let and leased, and does hereby let and lease, to the Company all the following new standard gauge railroad equipment of Illinois Central Equipment Trust, Series 44 (hereinafter collectively called the Trust Equipment), to wit:

Units	Description	Estimated Cost	
		Per Unit	Total
2000	All steel box cars, 50-ton capacity, 40 feet 6 inches in length, numbered 3000-4999, inclusive..	\$6500	\$13,000,000

together with such additional new standard gauge railroad box cars as shall be acquired for said trust and subjected to this Lease as in the Agreement and hereinafter provided.

As and when the Trust Equipment shall from time to time be transferred and delivered to the Trustee under the Agreement and plated or marked in accordance with the provisions of Article Fourth hereof, the same shall be delivered to the Company, and shall upon such delivery to the Company *ipso facto* and without further instrument of lease or transfer pass under and become subject to all the terms and provisions of this Lease, and be deemed a portion of the Trust Equipment leased by the Trustee to the Company hereunder in all respects as if the same had been so delivered simultaneously with the execution and delivery hereof.

And the Company, in consideration of the premises, by these presents covenants and agrees with the Trustee as follows:

First. The Company hereby accepts (subject to the conditions mentioned in the Agreement) this Lease of all the Trust Equipment, and hereby covenants and agrees to accept delivery and possession hereunder of the Trust

Equipment as hereinbefore provided; and the Company covenants and agrees to pay to the Trustee or its successors or assigns (or in the case of taxes, to the proper taxing authority), 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 in the United States of America, rent hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable:

(a) From time to time, as and when Trust Certificates are issued and sold, such amounts of cash, if any, as may be necessary, when added to the proceeds of the sale of the Trust Certificates (exclusive of accrued dividends), to make the total sum deposited with the Trustee equal to the aggregate principal amount of the Trust Certificates so issued and sold.

(b) From time to time, as and when any of the Trust Equipment shall be delivered to the Company, amounts in cash equal to the difference between the cost of the Trust Equipment so delivered, as certified to the Trustee by the President or a Vice-President of the Company, and the amount of Deposited Cash (as defined in Section 3 of Article I of the Agreement) payable to the Vendors in respect thereof as provided in said Section 3 of said Article I, provided that the aggregate of all amounts so paid to the Trustee shall never be less than 25% of the cost of all the Trust Equipment which shall then and theretofore have been delivered hereunder.

(c) The necessary and reasonable expenses of the trust, including all expenses and liabilities connected with the Trust Equipment and this Lease thereof; and the sums required to restore to Deposited Cash an amount equal to any expenses and liabilities incurred or sustained by the Trustee in connection with any purchase or sale of Government Securities (as defined in Section 8 of Article V of the Agreement), and also an amount equal to any loss of principal incident to the sale of any Government Securities for a sum less

than the amount paid therefor out of Deposited Cash, including accrued interest.

(d) Any and all taxes, assessments and governmental charges upon the income or property of the trust, or the agreements evidencing the same, which the Trustee under the Agreement may be required to pay, but excluding any and all taxes, assessments and governmental charges which the Company or the Trustee may be required to pay or to retain from the principal of the Trust Certificates issued as provided in the Agreement (herein called the Trust Certificates) or from the dividends payable thereon, under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein.

(e) The dividend warrants attached to the Trust Certificates when and as the same shall become payable, and in case of the issue of temporary certificates without dividend warrants, the dividends accrued and payable thereon.

(f) The principal of all the Trust Certificates when and as the same shall become payable, whether by declaration or upon the respective dates of maturity thereof as in Section 1 of Article II of the Agreement provided.

(g) If default shall be made in the full payment of any of such dividend warrants, dividends or principal when and as the same shall become payable as aforesaid, interest on such unpaid dividend warrants, dividends or principal at the dividend warrant rate, to the extent payment of the same may be legally enforceable.

The Company shall not be required, however, to pay any tax, assessment or governmental charge so long as the Company shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the judgment of the Trustee, the rights or interests of the Trustee or of the Trust Certificate holders may be materially endangered.

Second. This Lease shall continue in force until the rent so paid hereunder shall furnish moneys sufficient to meet, discharge and cancel all the interests in Illinois Central Equipment Trust, Series 44, created in respect of the Trust Equipment, and the dividends thereon as well as the other payments and charges aforesaid. At the termination of this Lease and after all such payments shall have been completed and fully made to the Trustee, the Trust Equipment hereby leased shall be assigned and transferred by the Trustee to the Company or its nominee or nominees, and shall be and become the absolute property of the Company or its nominee or nominees; provided, however, and it is agreed, that until then the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

Third. It being desirable for the interests of both parties to this Lease that any of the Trust Equipment which in any respect shall have become unsuitable for the use of the Company shall be promptly sold and replaced, it is hereby agreed that upon the written request of the Company, stating that the use of any of the Trust Equipment is no longer required by the Company, evidenced by a resolution of its Board of Directors or Executive Committee, the Trustee will, while the Company is not in default hereunder, sell such equipment and execute and deliver a bill of sale assigning and transferring to the purchaser the absolute title thereto; provided, however, that none of the Trust Equipment shall be so assigned or transferred unless simultaneously the Trustee shall receive from said purchaser the agreed purchase price thereof and from the Company a sum in cash equal to the amount, if any, by which said purchase price is less than the fair value of the

equipment sold at the time of sale. For this purpose the fair value of the sold equipment shall be considered to be the original cost thereof less five per cent (5%) of said original cost for each full year elapsed since the delivery to the Company hereunder of the sold equipment, and at the time of sale the Company shall deliver to the Trustee a certificate of the President, a Vice-President or the Comptroller of the Company stating the fair value, determined as aforesaid, of the sold equipment. The sums so paid to the Trustee shall be applied by it to the purchase of other new standard gauge railroad box cars as specified by the Company, free from liens, upon the delivery of such other equipment to the Trustee accompanied by a bill or bills of sale, opinions of counsel and certificates as to delivery and cost in like manner as is provided in Section 4 of Article I of the Agreement. Until so applied by the Trustee, said sums shall be held by the Trustee in trust for the benefit of the holders of the Trust Certificates and dividend warrants. Any equipment so acquired and substituted shall be plated or marked in accordance with the provisions of Article Fourth hereof and immediately upon being so plated or marked shall be part of the Trust Equipment, subject to all of the terms and conditions hereof and of the Agreement in all respects as though it had been part of the original Trust Equipment herein specifically described, and the Company and the Trustee shall execute a supplemental lease thereof, describing the same, upon and subject to all the terms and conditions hereof. The term "Trust Equipment," wherever used herein, unless otherwise indicated by the context, is intended to include any equipment so acquired or otherwise subjected to this Lease or required or intended so to be.

For the purposes of this Article Third and of Article Fifth hereof, the Trustee may conclusively rely on any certificate as to fair value or cost delivered pursuant hereto or thereto.

Fourth. At or before the delivery to the Company of each unit of the Trust Equipment, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of such unit a metal plate bearing the following words, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of such unit, in either case with appropriate changes thereof or additions thereto as from time to time may be required by law in order to protect the interest of the Trustee, in letters not less than one inch in size:

“Illinois Central Equipment Trust, Series 44, Guaranty Trust Company of New York, Trustee, Owner and Lessor.”

Such plates or marks shall be such as to be readily visible and as to indicate plainly the Trustee's ownership of each unit of Trust Equipment. In case, during the continuance of this Lease, any of such plates or marks shall at any time be removed, defaced or destroyed, the Company will immediately cause the same to be restored or replaced. The Company will not change, or permit to be changed, the numbers upon any of the Trust Equipment (nor any numbers which may be substituted as herein provided), except in accordance with a statement of new numbers to be substituted therefor, which shall previously have been filed with the Trustee by the Company.

The Trust Equipment may be lettered “Illinois Central Railroad Company,” “Illinois Central,” “I. C.,” or in some other appropriate manner, for convenience of identification of the leasehold interest of the Company therein; but the Company, during the continuance of this Lease, will not allow the name of any person, association or corporation to be placed on any of the Trust Equipment as a designation which might be interpreted as a claim of ownership thereof by the Company or by any person, association or corporation other than the Trustee.

Fifth. (a) The Company, during the continuance of this Lease, will maintain and keep all of the Trust Equipment in good order and repair, at its own proper cost and charge. If any of the Trust Equipment shall be worn out, lost or destroyed, the Company will forthwith deliver to the Trustee a certificate of the President, a Vice-President or the Comptroller of the Company stating the then fair value of such Trust Equipment, determined as provided in Article Third hereof, and pay to the Trustee a sum in cash equal to such fair value. The sums so paid to the Trustee shall be held and applied as provided in Article Third hereof.

(b) The Company covenants and agrees to furnish to the Trustee, whenever required by the Trustee, and at least once in every year during the continuance of this Lease, an accurate statement, signed by the Company's General Superintendent, Car Department, of the amount, description and numbers of the Trust Equipment then covered hereby, and the amount, description and numbers of all that may have been worn out, lost or destroyed by accident or otherwise, and the numbers of the units then undergoing repairs or in the shops for repairs. Together with said statement the Company shall also furnish to the Trustee a statement, similarly signed, stating that in the case of all of the Trust Equipment repaired or repainted during the preceding year, the plates or marks required by Article Fourth hereof have been preserved, or that the same when repaired or repainted have been again plated or marked as required by said Article. The Trustee shall have the right, by its agents, to inspect the Trust Equipment once in every year during the continuance of this Lease but shall not be required so to do.

(c) The Company covenants and agrees to indemnify and protect the Trustee in the use of any and all patented inventions employed in and about the Trust Equipment

and to comply in all respects with the laws of the United States of America and of all the states in which the Trust Equipment or any part thereof may be operated and with all lawful acts, rules, regulations and orders of the Interstate Commerce Commission and of all other commissions, boards and other legislative, executive, administrative or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; provided, however, that the Company may in good faith contest the validity of any such law, act, rule, regulation or order or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not, in the judgment of the Trustee, materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates.

Sixth. The Company, so long as it shall not be in default under this Lease, shall be entitled to the possession of the Trust Equipment and the use thereof upon the lines of railroad owned or operated by it or over which it has trackage rights, and upon connecting and other railroads in the usual interchange of traffic, from and after the delivery of the Trust Equipment by the Trustee to the Company, but only upon and subject to all the terms and conditions of this Lease. The Trust Equipment may also be used under any pooling arrangement that may be required by governmental agencies or that may be desired by the Company.

The Company will not either assign or transfer this Lease, or transfer or sublet the Trust Equipment or any part thereof, without the written consent of the Trustee first had and obtained; and the Company shall not, without such written consent, except as hereinbefore in this Article

Sixth provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equipment. A transfer to a corporation which shall acquire all or substantially all of the lines of railroad of the Company, and which, by execution of an appropriate instrument satisfactory to the Trustee, shall assume and agree to perform each and all of the obligations of the Company hereunder and under the Agreement and under the guaranty provided for in the Agreement, shall not be deemed a breach of this covenant. The appointment of a receiver or receivers in equity or reorganization proceedings or a trustee or trustees in bankruptcy or reorganization proceedings for the Company or for its property shall not be deemed an unauthorized assignment by the Company of its rights and interests in the Trust Equipment and shall not be deemed a breach of this covenant, if, within 30 days after the Trustee shall have demanded in writing that action be taken in respect thereof, either (a) any such receiver or receivers or trustee or trustees shall be discharged, or (b) such receiver or receivers or trustee or trustees shall adopt and assume and agree to perform each and all of the obligations and covenants of the Company hereunder and under the Agreement and under the guaranty provided for in the Agreement. The Trustee shall have the right to declare this Lease terminated in case of any unauthorized assignment or transfer of this Lease or transfer or sublease of the Trust Equipment. The election of the Trustee to terminate this Lease under this clause shall have the same effect as the retaking of the Trust Equipment by the Trustee as hereinafter provided.

Seventh. In case the Company

(1) shall make default in the payment of any part of the rent provided by this Lease for more than 30 days after the same shall become due and payable, or

(2) shall make or suffer any unauthorized assignment or transfer of its rights or interests in, or any unauthorized sublease of, or, except as herein authorized, part with the possession of, the Trust Equipment or any part thereof, and (except in the case of an unauthorized assignment arising from the appointment of a receiver or receivers in equity or reorganization proceedings or a trustee or trustees in bankruptcy or reorganization proceedings for the Company or its property) the Company shall fail or refuse either to cause such assignment or transfer or sublease to be cancelled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within 30 days after the Trustee shall have demanded in writing such cancellation and recovery of possession, or within said 30 days to deposit with the Trustee a sum in cash equal to the original cost of the Trust Equipment so assigned or transferred or subleased or the possession of which shall have been parted with otherwise than as herein authorized, as certified to the Trustee by the President, a Vice-President or the Comptroller of the Company (any sum so deposited to be returned to the Company upon the cancellation of such assignment, transfer or sublease and the recovery of possession by the Company of such Trust Equipment), or

(3) shall, for more than 90 days after the Trustee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and covenants herein or in the Agreement on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance,

then, in any such case (herein and in the Agreement sometimes called events of default), the Trustee at its option may by its agents enter upon the railroads and premises of the Company and take possession of all or any part of the Trust Equipment, and withdraw the same from said railroads and premises, retaining all payments which up to that time may have been made on account of rental for the

Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid per diem, mileage or other charges of any kind earned by the Trust Equipment or any part thereof, and may lease the Trust Equipment or any part thereof, or sell the same or any part thereof, so far as may be necessary to perform and fulfill the trusts under the Agreement, at public or private sale, for cash or upon credit, in its discretion, and otherwise proceed to enforce its rights and the rights of the owners of interests under the Agreement and under this Lease in the manner therein and herein provided; and upon such taking possession or withdrawal or lease or sale of the Trust Equipment by the Trustee, the Company shall cease to have any rights or remedies in respect of the Trust Equipment under this Lease, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company, to the extent not prohibited by law; and no payments theretofore made by the Company for the rent or use of the Trust Equipment, or any part of it, in case of the happening of any such event of default and such taking possession, withdrawal, lease or sale by the Trustee, shall give to the Company any legal or equitable interest or title in or to the Trust Equipment, or any part of it, or any cause or right of action, at law or in equity, in respect of the Trust Equipment against the Trustee or the owners of interests in Illinois Central Equipment Trust, Series 44. Such taking possession or withdrawal or lease or sale of the Trust Equipment by the Trustee shall not be a bar to the recovery by the Trustee from the Company of rentals then or thereafter due and payable, and the Company shall be and remain liable for the same, until such sum shall have been realized as with the proceeds of the lease or sale of the Trust Equipment shall be sufficient for the discharge and payment in full of all the various items mentioned in subdivisions (a), (b), (c), (d).

(e), (f) and (g) of Article First hereof, whether they shall have then matured or not.

In case the Trustee shall rightfully demand possession of the Trust Equipment in pursuance of this Lease, and shall reasonably designate a point or points upon the railroad owned or operated by the Company, or upon the railroad of any company a majority of whose capital stock is at the time directly or indirectly owned by the Company, for the delivery of the Trust Equipment to it, the Company will, at its own expense, forthwith and in the usual manner and at the usual speed of freight trains, cause the Trust Equipment to be moved to such point or points on any such railroad as shall be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or at the option of the Trustee it may keep the Trust Equipment on any of the lines of railroad or premises of the Company until the Trustee shall have leased, sold or otherwise disposed of the same, and for such purpose the Company agrees to furnish without charge for rent or storage the necessary tracks at any convenient point or points selected by the Trustee. It is hereby expressly covenanted and agreed that the performance of this covenant is of the essence of this Lease and that upon application to any court of equity having jurisdiction in the premises the Trustee shall be entitled to a decree against the Company requiring the specific performance thereof.

The remedies in this Lease and in the Agreement provided in favor of the Trustee and the holders of Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity.

Eighth. This Lease may be simultaneously executed in any number of counterparts, each of which so-executed

shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

GUARANTY TRUST COMPANY OF NEW YORK,
Trustee,

By


W. L. Baker

Trust Officer.

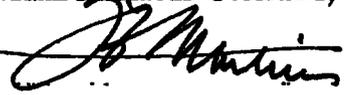
Attest:


F. B. Kingsley

Assistant Secretary.

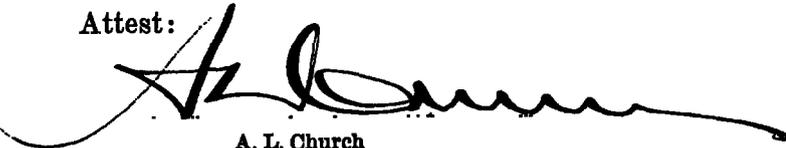
ILLINOIS CENTRAL RAILROAD COMPANY,

By


F. E. Martin

Vice-President.

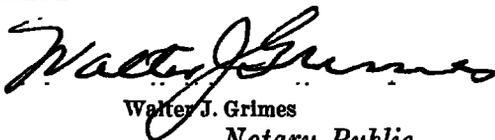
Attest:


A. L. Church

Secretary.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

On this 3rd day of May, 1957, before me personally appeared W. L. Baker, to me personally known, who being by me duly sworn, says that he is a Trust Officer of Guaranty Trust Company of New York, that one of the seals 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.


Walter J. Grimes
Notary Public.

WALTER J GRIMES
Notary Public, State of New York
No. 30-6674750
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1958

STATE OF ILLINOIS }
COUNTY OF COOK } ss:

On this 29th day of April, 1957, before me personally appeared F. E. Martin, to me personally known, who being by me duly sworn, says that he is a Vice-President of Illinois Central Railroad Company, that one of the seals 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.

Olive O'Reilly
Olive O'Reilly
Notary Public.

My commission expires May 3, 1958.

THIS AGREEMENT, dated the first day of May, 1957, by and among **GRAINGER GREENE** and **P. G. NORRIS** (hereinafter called the Vendors), of the first part, **GUARANTY TRUST COMPANY OF NEW YORK** (hereinafter called the Trustee), of the second part, and **ILLINOIS CENTRAL RAILROAD COMPANY** (hereinafter called the Company), of the third part, WITNESSETH as follows:

WHEREAS, the Vendors will acquire the railroad equipment specifically described in the Lease of Railroad Equipment, dated May 1, 1957, from the Trustee to the Company prefixed to this Agreement (hereinafter called the Lease), to which reference is hereby made; and

WHEREAS, pursuant to the provisions of the Company's Consolidated Mortgage (hereinafter called the Consolidated Mortgage), dated November 1, 1949, to Guaranty Trust Company of New York, Trustee, said Trust Company, as Trustee, has, contemporaneously with the execution of this Agreement, duly subordinated the lien of the Consolidated Mortgage on the railroad equipment specifically described in the Lease to the rights of the Trustee hereunder and under the Lease; and

WHEREAS, subscriptions have been or will be procured from time to time to a fund to be known as Illinois Central Equipment Trust, Series 44, which said fund is to be furnished to the Vendors to be applied by them in part payment of the purchase price of said railroad equipment to be acquired by them, and in case of said railroad equipment shall not cost at least \$13,000,000, of other railroad box cars of such cost that the aggregate cost of all railroad equipment acquired for said trust (in the Lease and hereinafter called the Trust Equipment) shall be at least \$13,000,000; and

WHEREAS, the Vendors desire to secure to the parties subscribing to said fund, or their assigns, the payment of \$9,600,000 in thirty semi-annual installments, payable on May 1 and November 1 in each year, from November 1, 1957, to May 1, 1972, both inclusive, as hereinafter more particularly provided, with dividends to said dates of maturity respectively at the rate of $4\frac{1}{3}\%$ per annum from May 1, 1957, payable semi-annually on May 1 and November 1 in each year, and to evidence the rights of the subscribers to said fund by Trust Certificates in substantially the form hereinafter set forth; and

WHEREAS, the Company is desirous of securing the use of the Trust Equipment upon and in connection with the properties of the Company as set forth in the Lease;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I.

SECTION 1. The Vendors hereby agree to acquire and cause to be sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto the Trustee, as trustee for the owners of the Trust Certificates hereinafter described, the Trust Equipment. The Vendors will deliver, or cause to be delivered, the Trust Equipment to the person or persons designated by the Trustee as its agent or agents to receive such delivery, who may be any one or more of the officers and agents of the Company, and the certificate of any and every agent so designated shall be conclusive evidence of such delivery. The Trustee and the Company shall execute and deliver the Lease simultaneously with the execution and delivery of this Agreement.

SECTION 2. The Trustee shall at any time, or from time to time, upon request of the Vendors and without awaiting the registration, filing or recording of this Agreement or of the Lease, execute and deliver to the Vendors, or upon their order, for distribution to said several subscribers, Trust Certificates (herein called the Trust Certificates) to such principal amount as shall be designated in such request, not exceeding in the aggregate \$9,600,000, upon the deposit in cash with the Trustee, or to its credit with such banks in The City of New York as may be designated by the Vendors and approved by the President, a Vice-President or the Treasurer of the Company, and also approved by a Vice-President or Trust Officer of the Trustee, of an amount equal to the proceeds of the sale of the Trust Certificates the execution and delivery of which shall be so requested (exclusive of accrued dividends), together with any installment of rental due under subdivision (a) of Article First of the Lease.

The Trustee may likewise cause to be deposited with such banks the installments of rental payable to it on each delivery of Trust Equipment pursuant to subdivision (b) of Article First of the Lease and any sums received by it pursuant to Article Third or Article Fifth of the Lease.

Any interest allowed by the Trustee or said banks upon any moneys so deposited shall belong to the Company, and be paid to it by or upon the order of the Trustee, so long as the Company shall not be in default hereunder or under the Lease, in lieu of the use of the Trust Equipment for the period before the delivery thereof. The certificates of the banks so designated, stating that they hold a stated amount subject to the order of the Trustee, shall be full protection to the Trustee for its action on the faith thereof. Said banks shall be fully protected in paying the moneys so

deposited with them, and any such interest, to or upon the order of the Trustee, and shall be under no obligation to see to the application thereof in accordance with the provisions of this Agreement.

SECTION 3. The cash deposited with or to the credit of the Trustee as in the first paragraph of Section 2 of this Article I provided, any sums received by the Trustee pursuant to Article Third or Article Fifth of the Lease or to the second paragraph of Section 5 of this Article I, any sums restored to Deposited Cash from rentals under subdivision (c) of Article First of the Lease (the sums hereinabove in this Section 3 mentioned being herein called the Deposited Cash), and any installments of advance rental payable on delivery of Trust Equipment pursuant to subdivision (b) of Article First of the Lease, shall, until paid out by the Trustee as herein provided, be held for the benefit of the holders of the Trust Certificates. Whenever from time to time any of the Trust Equipment (except Trust Equipment acquired pursuant to Article Third of the Lease) shall be transferred and delivered to the Trustee, the Trustee shall, if requested so to do, subject to the provisions of Section 4 of this Article I, pay to the Vendors, or upon their order, out of the Deposited Cash, an amount which, together with all payments previously made out of Deposited Cash, shall equal 75% of the lesser of the estimated cost as specified in the Lease or the certified cost as specified in the certificates delivered pursuant to subdivision (b) of Section 4 of this Article I, of the Trust Equipment then and theretofore so delivered to the Trustee. The Trustee shall make payment of the remainder of such certified cost out of the installment of rental payable on such delivery pursuant to subdivision (b) of Article First of the Lease. Payments shall be made in respect of Trust Equipment acquired pursuant to Article Third of the Lease in accordance with the provisions of said Article Third.

SECTION 4. The Trustee shall not pay out any Deposited Cash against the delivery of any of the Trust Equipment unless and until it shall have received

(a) a certificate of the agent or agents designated by the Trustee to receive delivery of the Trust Equipment stating that Trust Equipment specified by number in such certificate has been delivered to such agent or agents and has been plated or marked in accordance with the provisions of Article Fourth of the Lease;

(b) a certificate as to the cost of such Trust Equipment signed by the President or a Vice-President of the Company, which certificate may state either that the cost of such Trust Equipment is an amount therein specified or that the cost of such Trust Equipment is not less than an amount therein specified, and shall be conclusive evidence of such cost;

(c) a bill or bills of sale of such Trust Equipment from the manufacturers or owners to the Trustee, containing or accompanied by a warranty or guaranty of such manufacturers or owners to the Trustee that the title to the Trust Equipment described therein is free from all liens and encumbrances other than those which have been duly subordinated to the rights of the Trustee hereunder and under the Lease;

(d) an opinion of counsel (who may be counsel to the Company) satisfactory to the Trustee that such bill or bills of sale are valid and effective to vest in the Trustee the title to such Trust Equipment free from all liens and encumbrances other than those which have been duly subordinated to the rights of the Trustee hereunder and under the Lease; and

(e) in case of any of the Trust Equipment not specifically described in the Lease, an opinion of counsel (who may be counsel to the Company) satisfactory to the Trustee that a proper supplemental lease of said equipment from the Trustee to the Company has been duly executed by the Trustee and the Company and

is duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 20c of the Interstate Commerce Act.

SECTION 5. Subject to the provisions of the next succeeding paragraph of this Section 5, the Company, in case the total cost of the railroad equipment specifically described in the Lease shall not be at least \$13,000,000, will, for account of the Vendors, cause to be vested in the Trustee the title to additional new standard gauge railroad box cars, approved as to character by the Company, of such cost that the total cost of all railroad equipment acquired for the Trust by this Agreement created will be at least \$13,000,000. Upon the transfer and delivery of such new railroad equipment to the Trustee, the Vendors shall be entitled to receive the payments provided for by Section 3 of this Article I upon the terms and conditions therein contained, and the Trustee shall execute to the Company a supplemental lease of such additional equipment describing the same, upon and subject to the terms and conditions of the Lease and of this Agreement, and such additional equipment shall be part of the Trust Equipment, subject to all the terms and conditions of the Lease and of this Agreement in all respects as though it had been part of the original Trust Equipment specifically described in the Lease.

If the total cost of the railroad equipment specifically described in the Lease shall be less than \$13,000,000, but not less than \$12,900,000, the Company may, at its option, in lieu of causing to be vested in the Trustee the title to additional new standard gauge railroad equipment pursuant to the last preceding paragraph, pay to the Trustee, within sixty days after the total cost of the railroad equipment specifically described in the Lease shall have been finally determined, an amount in cash equal to the amount by which the excess of (a) \$13,000,000 over (b) the total

cost of the railroad equipment specifically described in the Lease and theretofore delivered to the Trustee exceeds the amount of Deposited Cash held by the Trustee immediately prior to such payment. Any amount so paid, together with any Deposited Cash held by the Trustee at the time of such payment, shall be held and applied as provided in Article Third of the Lease.

As used in this Agreement and in the Lease, the term "cost" of the Trust Equipment shall include all costs properly chargeable to Investment in Equipment in respect thereof under the accounting rules of the Interstate Commerce Commission. In the event that the Company is unable to certify the total cost of any unit of such Trust Equipment with complete accuracy at the time of the delivery to the Trustee of the bill of sale therefor, the certificate provided for in subdivision (b) of Section 4 of this Article I may state that the total cost therein stated is tentatively determined, and the Company covenants and agrees in each such case to certify, in the manner above set forth, a final and accurate certificate of total cost as soon as the complete figures are available, and at the same time to pay to the Trustee the amount, if any, by which the tentatively determined total cost shall have exceeded the actual total cost. The Trustee shall be authorized to make payment from time to time to the Vendors, or upon their order, against tentative certificates of total cost, and may at all times conclusively rely upon the final certificates of total cost as furnished to it by the Company. As used in this Agreement and in the Lease, the term "estimated cost" shall mean that specifically set forth in the Lease.

If, after all of the Trust Equipment (including Trust Equipment acquired pursuant to the first paragraph of this Section 5) shall have been delivered to the Trustee and payments shall have been made out of Deposited Cash in respect thereof pursuant to Section 3 of this Article I, any

of the Deposited Cash shall remain in the hands of the Trustee or to its credit, such remainder of Deposited Cash (other than sums received by the Trustee pursuant to Article Third or Article Fifth of the Lease or to be applied as provided in said Article Third pursuant to the second paragraph of this Section 5) shall, on written request of the Company, be credited against any installment of rental thereafter payable under subdivision (f) of Article First of the Lease.

SECTION 6. The provisions of the preceding sections of this Article I are intended to permit (upon compliance with the conditions and requirements thereof) deliveries from time to time of portions of the Trust Equipment listed in the description thereof contained in the Lease, or any supplement thereto, and payment out of the Deposited Cash and out of the installments of rental payable on such deliveries pursuant to subdivision (b) of Article First of the Lease, as against such deliveries, as provided in Section 3 of this Article I; and shall not be construed as requiring deliveries of all of the equipment listed in any one item of such description as a condition to such payment.

SECTION 7. Anything in this Agreement contained to the contrary notwithstanding, the aggregate principal amount of the Trust Certificates which shall be executed and delivered by the Trustee under this Agreement shall not exceed the sum of \$9,600,000 at any one time outstanding, subject, however, to the provisions of Section 6 of Article II hereof.

ARTICLE II.

SECTION 1. Each of the Trust Certificates shall represent an interest to the amount of One Thousand Dollars (\$1,000) in the trust of the Trust Equipment hereby created, and the bearer or registered owner thereof shall be entitled to receive dividends on said amount at the rate of $4\frac{1}{8}\%$ per

annum from May 1, 1957, payable semi-annually on the first day of May and the first day of November in each year. The Trust Certificates shall become due and payable as follows:

Maturity	Amount
November 1, 1957.....	\$320,000
May 1, 1958.....	320,000
November 1, 1958....	320,000
May 1, 1959.....	320,000
November 1, 1959.....	320,000
May 1, 1960.....	320,000
November 1, 1960.....	320,000
May 1, 1961.....	320,000
November 1, 1961....	320,000
May 1, 1962.....	320,000
November 1, 1962.	320,000
May 1, 1963.....	320,000
November 1, 1963.....	320,000
May 1, 1964.....	320,000
November 1, 1964.	320,000
May 1, 1965.....	320,000
November 1, 1965.....	320,000
May 1, 1966.....	320,000
November 1, 1966.....	320,000
May 1, 1967.....	320,000
November 1, 1967.. . . .	320,000
May 1, 1968.....	320,000
November 1, 1968.	320,000
May 1, 1969.....	320,000
November 1, 1969.....	320,000
May 1, 1970.....	320,000
November 1, 1970.....	320,000
May 1, 1971.....	320,000
November 1, 1971.....	320,000
May 1, 1972.....	320,000

The due date of each Trust Certificate and the rate of dividend payable thereon shall appear upon its face. The Trust Certificates shall be numbered from 1 consecutively upward to 9,600, both inclusive.

Dividend warrants evidencing the rights of the holders of the Trust Certificates to the dividends thereon shall be annexed to the respective Trust Certificates.

SECTION 2. The Trust Certificates, the dividend warrants to be annexed thereto, and the guaranty to be endorsed thereon by the Company as hereinafter in Article III provided, shall be in substantially the following forms:

(Form of Trust Certificate)

Number

\$1,000 \$1,000

ILLINOIS CENTRAL EQUIPMENT TRUST,

Series 44.

Total Authorized Issue \$9,600,000.

Dividends at the rate of Per Cent (. %) Per Annum.

Payable May 1 and November 1.

Guaranty Trust Company of New York, Trustee.

Principal hereof due , 19 .. .

Guaranty Trust Company of New York, Trustee under an Agreement dated May 1, 1957, by and among Grainger Greene and P. G. Norris, Vendors, parties of the first part, Guaranty Trust Company of New York, Trustee, party of the second part, and Illinois Central Railroad Company, party of the third part, hereby certifies that the bearer hereof, or if this certificate be registered, the registered owner hereof, is entitled to an interest of One Thousand Dollars (\$1,000) in Illinois Central Equipment Trust, Series 44, payable on 1, 19. . , and to dividends thereon at the rate of per cent (. %) per annum, from May 1, 1957, to said date of maturity, payable semi-annually on the first day of May and the first day of November in each year, but only upon presentation and surrender, as they sever-

ally mature, of the dividend warrants hereto attached, both principal and dividends being payable at the principal office of the Trustee in the Borough of Manhattan, City and State of New York, 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, but only from and out of rentals received by the Trustee from a certain Lease of Railroad Equipment made by Guaranty Trust Company of New York, Trustee, to Illinois Central Railroad Company, dated May 1, 1957.

This certificate is one of an issue of certificates in an aggregate principal amount not exceeding Nine Million Six Hundred Thousand Dollars (\$9,600,000), substantially identical in tenor except as to dates of maturity and all issued or to be issued under said Agreement, under which said railroad equipment (or deposited cash or direct obligations of the United States of America in lieu thereof, as provided in said Agreement) and said Lease thereof are held by said Trustee in trust for the pro rata benefit of the bearers and registered owners of said certificates. Reference is made to said Agreement and Lease filed with the Trustee at its principal office in the Borough of Manhattan, City and State of New York, for a further statement of the rights of the bearer or registered owner hereof, the rights, duties and immunities of the Trustee, and the obligations of Illinois Central Railroad Company under said Agreement and Lease.

This certificate may be registered as to principal in the name of the holder hereof at the principal office of the Trustee in the Borough of Manhattan, City and State of New York, and such registration shall be noted hereon by or on behalf of the Trustee. Thereafter title to the interest in Illinois Central Equipment Trust, Series 44, represented by this certificate shall pass only by transfer registered at said office and noted hereon, unless and until a transfer to bearer shall have been similarly registered and noted hereon. Such registration shall apply only to the principal of this certificate and not to the dividend warrants hereunto

attached, which shall continue to be payable to bearer and transferable by delivery.

This certificate and the attached dividend warrants are issued subject to the condition that every holder of this certificate or of any such dividend warrant, by accepting the same, agrees with every subsequent holder hereof or thereof and with the Trustee and Illinois Central Railroad Company that delivery of this certificate (unless it be registered in the name of the holder) or any such dividend warrant by any bearer shall vest title to, and all rights under, the same in the transferee to the same extent for all purposes as would the delivery under like circumstances of any negotiable instrument payable to bearer; and the Trustee and Illinois Central Railroad Company shall be entitled to treat the bearer hereof, or the registered owner hereof if this certificate be registered as above provided, or the bearer of any such dividend warrant, as the case may be, as the absolute owner hereof or thereof, as the case may be, for all purposes, and shall not be affected by any notice to the contrary.

In case of default in the performance or observance of any of the covenants of Illinois Central Railroad Company in said Agreement and Lease contained, the principal amount represented by this certificate may become or be declared due and payable in the manner and with the effect in said Agreement provided.

IN WITNESS WHEREOF, the Trustee has caused this certificate to be signed by one of its Vice-Presidents by his facsimile signature, and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and to be attested by its Secretary or an Assistant Secretary, and dividend warrants bearing the facsimile signature of its Treasurer to be attached hereto, as of the first day of May, 1957.

GUARANTY TRUST COMPANY OF NEW YORK,
Trustee,

By
Vice-President.

Attest:

.....
Assistant Secretary.

(Form of Dividend Warrant)

\$. No.

Due to the bearer hereof on the first day of
 on surrender hereof at the principal office of the Trust-
 tee in the Borough of Manhattan, City and State of
 New York, and . . . /100 Dollars (\$. . .), pay-
 able 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,
 being the semi-annual dividend then due on Certificate
 No. of Illinois Central Equipment Trust,
 Series 44, but only out of rentals received by the
 Trustee under the Lease referred to in said certificate.

GUARANTY TRUST COMPANY OF NEW YORK,
Trustee,
 By
Treasurer.

(Form of Guaranty)

Illinois Central Railroad Company, for a valuable
 consideration, hereby unconditionally guarantees to
 the bearer or registered owner of the within certifi-
 cate the prompt payment of One Thousand Dollars
 (\$1,000), being the principal of said certificate, when
 the same shall become due and payable, whether at
 maturity thereof or by declaration or otherwise, and
 to the bearer of any appurtenant dividend warrant the
 prompt payment of the dividend specified in such war-
 rant on the date therein specified, with interest on any
 unpaid principal or dividends at the dividend warrant
 rate to the extent that payment of such interest may
 be legally enforceable, all in such coin or currency of
 the United States of America as, at the time of pay-
 ment, shall be legal tender for the payment of public
 and private debts.

ILLINOIS CENTRAL RAILROAD COMPANY,
 By
Treasurer.

SECTION 3. The Trust Certificates shall be signed in the name and on behalf of the Trustee by one of its Vice-Presidents or Trust Officers by his signature or a facsimile thereof, and its corporate seal shall be thereunto affixed, or a facsimile of its corporate seal thereon imprinted, and attested by its Secretary or one of its Assistant Secretaries. In case any of the officers of the Trustee who shall have signed and sealed any of the Trust Certificates shall cease to be such officers of the Trustee before the Trust Certificates so signed and sealed shall have been issued and delivered by the Trustee, such Trust Certificates shall be adopted by the Trustee and be issued and delivered as though the persons who signed and sealed such Trust Certificates had not ceased to be such officers of the Trustee. The dividend warrants to be thereunto attached shall be authenticated by the facsimile signature of the present or any future Treasurer of the Trustee; the Trustee may adopt and use for that purpose any such facsimile signature notwithstanding the fact that such Treasurer shall have ceased to be such Treasurer at the time when any such Trust Certificate shall be issued and delivered as herein provided. Before delivering any Trust Certificate all matured dividend warrants thereto appertaining shall be cut off and cancelled and shall be cremated by the Trustee.

SECTION 4. Temporary printed Trust Certificates, with or without dividend warrants, in such form and denominations as the Trustee may determine, may be issued by the Trustee, having endorsed thereon the guaranty of the Company, which shall be exchangeable without expense to holders upon surrender for definitive Trust Certificates, having endorsed thereon said guaranty of the Company, when the same shall have been prepared. Each of such temporary Trust Certificates shall designate the date or dates of maturity of the definitive Trust Certificate or Certificates for which it is exchangeable, and until such

exchange said temporary Trust Certificates shall be entitled to the same benefit of this Agreement in all respects as said definitive Trust Certificates, including the guaranty of payment by the Company.

SECTION 5. The Trust Certificates shall be negotiable and shall pass by delivery unless registered as to principal in the manner hereinafter provided. Any of the definitive Trust Certificates may be registered in the name of the holder at the principal office of the Trustee in the Borough of Manhattan, City and State of New York, and such registration shall be noted thereon by or on behalf of the Trustee. Thereafter no transfer thereof shall be valid unless made at said office by the registered owner thereof, in person or by his duly authorized attorney, and similarly noted thereon; but the same may be discharged from registration by being in like manner transferred to bearer; and such Trust Certificates may again and from time to time be registered or transferred to bearer as before.

Such registration, however, shall not affect the dividend warrants, but every such dividend warrant shall continue to be transferable by delivery merely and shall remain payable to bearer.

Anything to the contrary herein notwithstanding, the parties hereto may deem and treat the bearer of any unregistered Trust Certificate and the bearer of any dividend warrant, as the absolute owner of such Trust Certificate or dividend warrant, as the case may be, for the purpose of receiving payment thereof, and for all other purposes, and shall not be affected by any notice to the contrary. The parties hereto may deem and treat the registered owner of any registered Trust Certificate as the absolute owner of such Trust Certificate for all purposes except payment of dividends, and shall not be affected by any notice to the contrary.

For any registration, transfer or discharge from regis-

tration, the Trustee at its option may, and if so requested by the Company shall, require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge connected therewith.

SECTION 6. In case any Trust Certificate, or the dividend warrants thereto attached, shall become mutilated or defaced or be lost, stolen or destroyed, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate (and the Company at the request of the Trustee shall execute its guaranty thereon), with all unmatured dividend warrants appertaining thereto, of like maturity, tenor and date, and bearing the same serial number as the one mutilated, defaced, lost, stolen or destroyed, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate and dividend warrants, or in lieu of and substitution for the same if lost, stolen or destroyed, and shall make payment of any unpaid matured dividend warrants appertaining to the same. The applicant for a substituted Trust Certificate shall furnish to the Trustee and to the Company evidence to their satisfaction of the loss, theft or destruction of such Trust Certificate or dividend warrants alleged to have been lost, stolen or destroyed, and of the ownership and authenticity of such mutilated, defaced, lost, stolen or destroyed Trust Certificate and dividend warrants, and also such security or indemnity as may be required by the Trustee and by the Company in their discretion; and shall pay all expenses and charges of such substitution or exchange. All Trust Certificates are held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, stolen or destroyed Trust Certificates and dividend warrants and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

ARTICLE III.

SECTION 1. The Company hereby accepts and becomes bound by all the terms of this Agreement, and hereby covenants and agrees to make payment of the expenses and liabilities of the Trustee, and of all taxes, assessments and governmental charges mentioned in Article First of the Lease for which the Trustee may be liable, other than taxes, assessments and governmental charges which the Trustee or the Company may be required to pay or to retain from the principal of the Trust Certificates or the dividends payable in respect thereof under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein.

SECTION 2. The Company covenants and agrees and unconditionally guarantees that the bearer or registered owner of each of the Trust Certificates shall receive the sum of One Thousand Dollars (\$1,000), or in case of temporary Trust Certificates, the principal amount thereof, 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, when and as the same shall become due and payable, whether at the maturity thereof or by declaration or otherwise (and, if not so paid, with interest thereon at the dividend warrant rate), and that the bearer of each appurtenant dividend warrant shall receive the dividend therein specified in like coin or currency, when and as due and payable (and, if not so paid, with interest thereon at the dividend warrant rate to the extent that payment of such interest may be legally enforceable), all at the times and place and otherwise as expressed in the Trust Certificates and in the dividend warrants thereto attached; and the Company further covenants and agrees to endorse upon each of the Trust Certificates, at or before the issue and delivery thereof by the Trustee, its guaranty of the prompt

payment of the principal thereof and of the dividends thereon, in substantially the form in Section 2 of Article II hereof provided. Said guaranty so endorsed shall be signed in the name and on behalf of the Company by its President, one of its Vice-Presidents or its Treasurer by his signature or a facsimile thereof. In case any officer of the Company who shall have signed such guaranty shall cease to be such officer of the Company before the Trust Certificates so signed shall have been actually issued and delivered by the Trustee, such guaranty shall, nevertheless, be as effective and binding upon the Company as though the person who signed such guaranty had not ceased to be such officer of the Company.

SECTION 3. The Company covenants and agrees that it will pay or cause to be paid or discharged, or make adequate provision for the satisfaction or discharge of, any claim which, if unpaid, might become a lien or charge upon or against any of the Trust Equipment, except upon the leasehold interest of the Company therein or in subordination to the rights of the Trustee hereunder; but this provision shall not require the payment of any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings unless thereby, in the opinion of the Trustee, the rights of the Trust Certificate holders may be materially endangered.

SECTION 4. The Company covenants and agrees to pay the expenses incident to the preparation, execution and delivery of the Trust Certificates and dividend warrants, including any temporary Trust Certificates, and the expenses connected with the preparation, execution, recording, registration and filing hereof and of the Lease and of any instruments executed under the provisions hereof or of the Lease. The Company with all convenient speed will cause this Agreement and the Lease and all supplemental leases and agreements which may be executed under

the terms of this Agreement or of the Lease to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 20c of the Interstate Commerce Act and will promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto, satisfactory to the Trustee.

SECTION 5. The Company covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the Lease and the intent hereof and thereof.

ARTICLE IV.

In case one or more of the events of default described in Article Seventh of the Lease shall happen, the Trustee in its discretion may, and at the request of the holders of a majority in principal amount of the Trust Certificates then outstanding shall, declare the principal of all the Trust Certificates then outstanding to be due and payable, and thereupon the same shall become and be immediately due and payable. In any such case (whether or not the principal of the Trust Certificates shall have been declared due and payable), the Trustee may retake possession of the Trust Equipment or any part thereof, and may either hold or lease the same or any part thereof, or dispose of the same or any part thereof in such manner, at public or private sale, for cash or upon credit, as the Trustee may deem most beneficial to the interests of the holders of the Trust Certificates. In case one or more of said events of default shall happen (whether or not the principal of the Trust Certificates shall have been declared due and payable), then, upon the written request of the

holders of not less than 25% of the principal amount of the Trust Certificates at the time outstanding, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all steps for the protection and enforcement of its rights and the rights of the holders of the Trust Certificates, and to exercise one or more of the powers of entry, sale and lease in the Lease conferred, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee being advised by counsel shall deem most expedient in the interest of the holders of the Trust Certificates; but, anything in this Agreement to the contrary notwithstanding, upon proper indemnity to the Trustee, the holders of a majority in principal amount of the Trust Certificates then outstanding shall have the right from time to time to direct and to control the proceedings for any enforcement of the Lease and this Agreement and the sale or lease of the Trust Equipment. The proceeds of such lease or sale shall be applied by the Trustee to the payment, after deducting the expenses of the trust and all taxes, assessments and governmental charges which the Trustee may by law be required to pay in respect of the trust or the Trust Certificates or the dividends thereon:

(1) of the dividends then due with interest, to the extent that such interest may be legally enforceable, on any overdue dividends at the dividend warrant rate borne by the Trust Certificates; and

(2) of the principal of all the outstanding Trust Certificates with interest thereon at the dividend warrant rate from the last preceding dividend date, whether said Trust Certificates or any of them shall then have matured by their terms or not;

all of said payments to be in full, if said proceeds shall be sufficient, and if not, then pro rata, without preference of principal over dividends, or of dividends over principal or otherwise, and without regard to the dates of maturity thereof.

The foregoing provisions, however, are subject to the condition that if at any time after the principal of the Trust Certificates shall have been declared and have become due and payable, as hereinbefore provided, but before May 1, 1972, all arrears of rental (with interest upon any overdue installments at the dividend warrant rate borne by the Trust Certificates, to the extent that payment of such interest may be legally enforceable), the expenses of the Trustee and all other sums which shall have become due and payable by the Company hereunder or under the Lease (other than the principal of Trust Certificates and rental installments which shall not at the time have matured according to their terms) shall be paid by the Company before any sale or lease by the Trustee of any of the Trust Equipment and every other default in the observance or performance of any covenant or condition of this Agreement or the Lease shall be made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the Trustee, if so requested by the holders of a majority in principal amount of the Trust Certificates then outstanding and which shall not have then matured according to their terms, shall, by written notice to the Company, waive the default by reason of which the principal of the Trust Certificates shall have been declared and become due and the consequences of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Neither any retaking of possession of the Trust Equipment by the Trustee, nor any withdrawal or lease or sale thereof, nor any action or failure or omission to act against the Company or in respect to the Trust Equipment, on the part of the Trustee or on the part of any holder of any Trust Certificate or dividend warrant, nor any delay or indulgence granted to the Company by the Trustee or

any such holder, shall affect the obligations of the Company under this Agreement or under the Lease or under its guaranty.

ARTICLE V.

SECTION 1. The Trustee hereby covenants and agrees to comply with and perform all and singular the terms, conditions and covenants of this Agreement and the Lease obligatory upon it, to enforce the performance so far as reasonably possible of the terms, conditions and covenants of the Lease and to apply and distribute the rentals received by it under subdivisions (c), (d), (e), (f) and (g) of Article First of the Lease when and as the same shall be received, and to the extent that such rental shall be sufficient therefor, for the purposes specified in said subdivisions (c), (d), (e), (f) and (g) of said Article First.

SECTION 2. The Trustee shall cause to be kept at its principal office in the Borough of Manhattan, City and State of New York, books for the registration and transfer of the Trust Certificates, and upon presentation for such purpose the Trustee will register or cause to be registered as hereinbefore provided, and under such reasonable regulations as may be prescribed, any of the Trust Certificates.

SECTION 3. The Trustee assumes no liability for anything other than its own willful misconduct or gross neglect. It shall be required to undertake no act or duty in the way of taking care of or taking possession of the Trust Equipment until fully secured against all liability. No duty of insurance or of repairs or of protection of any of the trust property is incumbent upon it, nor shall it be responsible for the registration, filing or recording of this Agreement or of the Lease; and the Trustee may issue and deliver Trust Certificates in advance of such registration, filing or recording.

SECTION 4. The Trustee shall be under no obligation to take any action for the execution or enforcement of any of the trusts hereby created unless requested to do so in writing by the holders of not less than 25% of the principal amount of the then outstanding Trust Certificates and upon being satisfactorily indemnified against expense and liability with respect thereto, and also furnished with proof satisfactory to it as to the ownership of the Trust Certificates and dividend warrants in respect of which any notice or request may be made; but neither any such request nor this provision therefor shall affect any discretion herein elsewhere specifically given to the Trustee to determine what action it shall take in respect of any such default, or to take action without request.

SECTION 5. No holder of any Trust Certificate or dividend warrant shall have any right to institute any suit, action or proceeding for the execution and enforcement of the trust hereby created unless, after the aforesaid request in writing by the holders of not less than 25% of the principal amount of the then outstanding Trust Certificates shall have been made to the Trustee, indemnity satisfactory to it provided, and a reasonable time elapsed for action by the Trustee upon such request, it shall decline to institute any proceedings pursuant thereto.

Neither the provisions of this Section nor the provisions of Section 4 of this Article V shall affect or limit in any way the obligations of the Company or the rights of holders of Trust Certificates under the Company's guaranty.

SECTION 6. The Trustee may, for all purposes, conclusively assume that the Company is not in default under the terms hereof until notified in writing to the contrary by the holders of at least 10% of the principal amount of the Trust Certificates then outstanding, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

SECTION 7. The Trustee shall not incur any liability to anybody in acting upon any notice, consent, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic and to be signed by the proper party or parties.

SECTION 8. Any moneys at any time held by the Trustee hereunder or under the Lease shall, until paid out by the Trustee as herein or therein provided, be deposited to the credit of the Trustee in accordance with Section 2 of Article I hereof, or be held by it in trust for the benefit of the holders of the Trust Certificates. The Trustee will allow interest upon any such moneys held by it in trust at the rate generally prevailing among New York trust companies or allowed by it upon deposits of a similar character.

At any time, and from time to time, if at the time there shall be no default under the terms of the Lease or of this Agreement, or of any supplemental lease or supplemental agreement, the Trustee, on request of the Company, shall apply Deposited Cash held by it to the purchase of such bonds, notes or other direct obligations of the United States of America (herein and in the Lease called Government Securities), and at such prices, including any premium and accrued interest, as shall be set forth in a request by the Company made in writing and signed by the President, any Vice-President or the Treasurer of the Company, such Government Securities to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

The Trustee shall, on such request of the Company, or the Trustee may, in the event funds are required for payment against delivery of Trust Equipment, sell such Government Securities, or any portion thereof, and apply the proceeds up to the amount paid for such Government Securities, including accrued interest, to the cost of units

of Trust Equipment in compliance with the terms of the Lease and this Agreement.

The Trustee shall restore to Deposited Cash, out of rent received by it for that purpose under the provisions of subdivision (c) of Article First of the Lease, an amount equal to any expenses incurred or sustained in connection with any purchase or sale of Government Securities, and also an amount equal to any loss of principal incident to the sale of any Government Securities for a sum less than the amount paid therefor out of Deposited Cash, including accrued interest. The Company, if not in default under the terms of the Lease or of this Agreement, or of any supplemental lease or supplemental agreement, shall be entitled to receive any profit which may be realized from any sale by the Trustee of Government Securities.

Any interest allowed or received by the Trustee upon moneys received by it under the provisions of this Agreement and any interest received upon investments made by the Trustee on request of the Company as aforesaid (in excess of accrued interest paid from Deposited Cash at the time of purchase) shall, so long as there shall be no default on the part of the Company hereunder or under the Lease, be paid to the Company by the Trustee.

Any request made pursuant to the provisions of this Section shall be in writing and signed by the President, any Vice-President or the Treasurer of the Company.

SECTION 9. The Vendors or the Company may from time to time examine the books and accounts of the Trustee relating to the Trust Certificates, the Lease, this Agreement and the acts of the Trustee hereunder.

SECTION 10. The Trustee may resign and be discharged from the trusts created by this Agreement by giving to the Company and to the holders of the Trust Certificates

then outstanding notice in writing of such resignation, specifying a date when such resignation shall take effect. Such notice may be given to the holders of the Trust Certificates by publication of the notice at least once in each of three successive calendar weeks prior to the date specified in such notice in a daily newspaper published in the Borough of Manhattan, City and State of New York. Such resignation shall take effect on the date specified in such notice (which date shall not be less than 30 days after the giving or first publication of such notice), unless previously a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any trustee hereunder may be removed at any time by an instrument in writing filed with the Trustee and executed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

SECTION 11. In case at any time the Trustee shall resign or shall be removed or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding, by an instrument or concurrent instruments signed by such Trust Certificate holders or their attorneys in fact duly authorized; but until a new trustee shall be appointed by said Trust Certificate holders as herein authorized, the Company, by an instrument executed under its corporate seal, may appoint a trustee to fill such vacancy. Every such successor trustee, whether appointed by the Trust Certificate holders or by the Company, shall always be a trust company or bank having power so to act and organized under the laws of the United States of America or the State of New York, and having an office in the Borough of Manhattan, City and State of New York, and

having a capital and surplus aggregating at least \$2,000,000. After any such appointment by the Company, it shall cause notice of such appointment to be published once a week in each of four successive weeks in a daily newspaper published in the Borough of Manhattan, City and State of New York; but any new trustee so appointed by the Company shall immediately, and without further act, be superseded by a trustee appointed, in the manner above provided, by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Company an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with title to the trust estate, and with all the rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein, and the trustee ceasing to act shall, on the written request of such successor trustee, assign and transfer the trust estate or cause the trust estate to be assigned and transferred to the successor trustee, and shall be entitled to the payment of its charges and expenses theretofore incurred. Upon request of such successor trustee, the Company shall execute and deliver such instruments of further assurance as may reasonably be required for more fully and certainly vesting in and confirming to such successor trustee all the right, title and interest of the predecessor trustee in and to the trust estate and such rights, powers, trusts, duties and obligations. All instruments herein provided for shall be at the cost of the Company.

Any corporation resulting from any merger or consolidation to which the Trustee, or any successor to it, shall be a party, provided such corporation shall be a corporation having power so to act and organized under the laws of

the United States of America or the State of New York, shall do business in the Borough of Manhattan, City and State of New York, and have a capital and surplus aggregating at least \$2,000,000, shall be the successor trustee under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE VI.

No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty of the Company respecting any Trust Certificate or dividend warrant issued hereunder, shall be had against any stockholder, officer or director of the Company, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in the guaranty of the Company respecting any of the Trust Certificates or dividend warrants issued hereunder, or implied therefrom, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and the issue of such Trust Certificates and dividend warrants.

ARTICLE VII.

Any request or other instrument required by this Agreement to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of

similar tenor, and may be signed or executed by such Trust Certificate holders in person, or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose of this Agreement, and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument, if made in the following manner, viz. :

(a) the fact and date of the execution by any person of any such request or of any other instrument in writing may be proved by the certificate of any notary public or of any other officer authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing such request or other instrument acknowledged to him the execution thereof; or by the affidavit of a witness to such execution;

(b) the amount of Trust Certificates transferable by delivery held by any person executing any such request or other instrument as a Trust Certificate holder, and the serial numbers of the Trust Certificates held by such person and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, banker or other depository where-soever situated whose certificate shall be deemed by the Trustee to be satisfactory, showing that, at the date therein mentioned, such person had on deposit with such depository, or exhibited to such depository, the Trust Certificates numbered and described in such certificate, and the Trustee may presume the continuance of any such deposit unless and until it receives proof satisfactory to it to the contrary; and

(c) the ownership of Trust Certificates registered as to principal shall be determined by the register of the Trust Certificates.

ARTICLE VIII.

At the termination of the Lease, any moneys remaining in the hands of the Trustee, after paying the principal of and dividends upon the Trust Certificates, and the expenses of the Trustee, including its reasonable compensation, shall be paid to the Company, except that any part of such moneys constituting sums held by the Trustee under Article Third or Article Fifth of the Lease shall be paid to Guaranty Trust Company of New York, as Trustee under the Company's Consolidated Mortgage.

ARTICLE IX.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person, firm or corporation other than the parties hereto and the holders of the Trust Certificates and appurtenant dividend warrants, any right, remedy or claim, under or by reason of this Agreement, or of any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders of the Trust Certificates and dividend warrants.

ARTICLE X.

The terms "Trustee" and "Company" as used herein and in the Lease shall be held and construed to mean respectively Guaranty Trust Company of New York, its successors and assigns, and Illinois Central Railroad Company, its successors and assigns; and the words "Trust Certificate holder" and "holder" shall include the plural

as well as the singular number and, unless otherwise indicated by the context, shall include the bearer of any unregistered Trust Certificate and/or dividend warrant and the registered owner of any registered Trust Certificate. The term "Trust Equipment" wherever used herein or in the Lease, unless otherwise indicated by the context, is intended to include all railroad equipment at any time covered by the Lease or this Agreement or any supplemental lease or supplemental agreement or required or intended so to be.

In case of the death of either of the Vendors, the other Vendor shall have and discharge all the powers of the Vendors. In case of the death or inability to act of both of the Vendors, the Trustee shall receive and distribute or pay for the account of the original Vendors, to the parties entitled to receive the same from the original Vendors, all Trust Certificates issuable or Deposited Cash or other moneys payable to the original Vendors by the Trustee hereunder. Any action taken by either of the Vendors shall have the same force and effect as if taken by both of them.

Whenever, under the provisions hereof, it is necessary or proper for any notice or demand to be given to or made upon the Company, or if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given to or made upon the Company by depositing a written statement thereof, securely enclosed in a postpaid wrapper, in the United States mail, directed to the Company at Chicago, Illinois, and an affidavit by any person representing or acting on behalf of the Trustee as to such mailing shall be conclusive evidence of the giving of such notice and the making of such demand.

This Agreement may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals, and the parties of the second and third parts have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

 [L. S.]
Grainger Greene

 [L. S.]
P. G. Norris

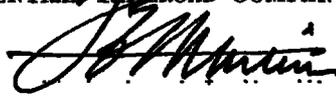
GUARANTY TRUST COMPANY OF NEW YORK,

By 
W L Baker
Trust Officer.

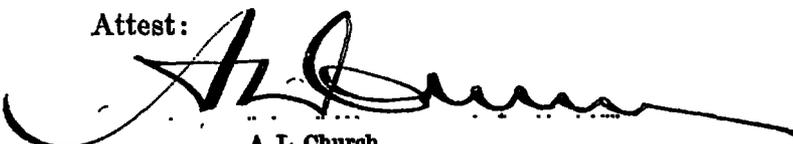
Attest:


F. B. Kingsley
Assistant Secretary.

ILLINOIS CENTRAL RAILROAD COMPANY,

By 
F. E. Martin
Vice-President.

Attest:


A. L. Church
Secretary.

STATE OF NEW YORK, }
COUNTY OF NEW YORK. } ss:

On this 3rd day of May, 1957, before me personally appeared Grainger Greene and P. G. Norris, to me known to be the persons described in and who executed the foregoing instrument, and they each severally acknowledged that they executed the same as their free act and deed.

Walter J. Grimes
Walter J. Grimes
Notary Public.

WALTER J GRIMES
Notary Public, State of New York
No. 30-6674750
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1958



STATE OF NEW YORK, }
COUNTY OF NEW YORK. } ss:

On this 3rd day of May, 1957, before me personally appeared W. L. Baker, to me personally known, who being by me duly sworn, says that he is a Trust Officer of Guaranty Trust Company of New York, that one of the seals 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.

Walter J. Grimes
Walter J. Grimes
Notary Public.

WALTER J. GRIMES
Notary Public, State of New York
No. 30-6674750
Qualified in Nassau County
Certificate filed in New York County
Term Expires March 30, 1958



STATE OF ILLINOIS, }
COUNTY OF COOK. }ss:

On this 29th day of April, 1957, before me personally appeared F. E. Martin, to me personally known, who, being by me duly sworn, says that he is a Vice-President of Illinois Central Railroad Company, that one of the seals 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.

Olive O'Reilly

Olive O'Reilly

Notary Public.

My commission expires May 3, 1958.

(United States Internal Revenue Stamps for \$10,560 have been affixed to an original counterpart of the within Agreement in the possession of the Trustee and have been duly cancelled.)