

ILLINOIS CENTRAL EQUIPMENT TRUST
Series 64

6556-B

RECORDATION NO. _____ Filed & Recorded
OCT 30 1972 - 1 35 PM

ILLINOIS CENTRAL EQUIPMENT TRUST

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT
Dated as of September 20, 1972

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

Trustee,

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of September 20, 1972, by and between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the Trustee), and ILLINOIS CENTRAL GULF RAILROAD COMPANY (as successor to Illinois Central Railroad Company), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company):

WHEREAS, in accordance with the provisions of a certain Equipment Trust Agreement, dated the fifteenth day of April, 1972, by and between the Trustee and the Company (hereinafter called the Agreement), certain railroad equipment (hereinafter called the Trust Equipment) has been transferred to the Trustee and the title thereto vested in the Trustee; and the Trust Equipment was leased by the Trustee to the Company for the term and the rental and upon the conditions therein provided, which said Agreement constitute Illinois Central Equipment Trust, Series 64; and

WHEREAS, sums paid to the Trustee (a) under the third full paragraph of Section 3.4 of Article III of the Agreement together with any deposited cash then held (b) under the second full paragraph of Section 4.9 of Article IV of the Agreement and (c) under the first full paragraph of Section 4.7 of Article IV of the Agreement shall be applied by the Trustee to the purchase of other new railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more of the sources listed in the preceding WHEREAS clause and the Company desires to cause to be vested in the Trustee the title to additional new railroad equipment (to replace, in part, other Trust Equipment), approved as to character by the Company, to be acquired with funds in possession of the Trustee as aforesaid;

NOW, THEREFORE, for and in consideration of the rents hereinafter provided for and the covenants herein contained, this Supplemental Equipment Trust Agreement WITNESSETH as follows:

ARTICLE I.

The Company does 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 Illinois Central Equipment Trust Certificates, Series 64, the Additional Trust Equipment described in ARTICLE II hereof. The Company will deliver or cause to be delivered the said Additional Trust Equipment in accordance with the provisions of Section 3.1 of Article III of the said Agreement.

ARTICLE II.

The Trustee, acting in pursuance of the said Agreement, dated April 15, 1972, has let and leased and does hereby let and lease to the Company the following new standard gauge railroad equipment of Illinois Central Equipment Trust, Series 64 (herein collectively called the Additional Trust Equipment) to-wit:

<u>Units</u>	<u>Description</u>	<u>Estimated Cost</u>
10	100-ton 60'9" double door box cars with interiors for auto parts loading, Series 670052-670061	\$245,000

ARTICLE III.

The equipment described in ARTICLE II is to replace the following new standard gauge railroad equipment originally let and leased under the Agreement:

10	100-ton 60'9" double door box cars, Series 620052-620061	\$245,000
----	--	-----------

ARTICLE IV.

The Trustee and the Company covenant and agree that the lease of the Additional Trust Equipment as provided in ARTICLE II hereof shall be upon and subject to the terms and conditions of the said Agreement, and such Additional Trust Equipment shall be part of the Trust Equipment, subject to all the terms and conditions of the said Lease and of the said Agreement in all respects as though it had been part of the original Trust Equipment specifically described in the said Lease.

ARTICLE V.

The Company, with all convenient speed, will cause this Supplemental Equipment Trust Agreement 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. The Company covenants and agrees to pay the expenses connected with the preparation, execution, recording, registration, and filing hereof and of any instruments executed under the provisions hereof.

ARTICLE VI.

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 Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

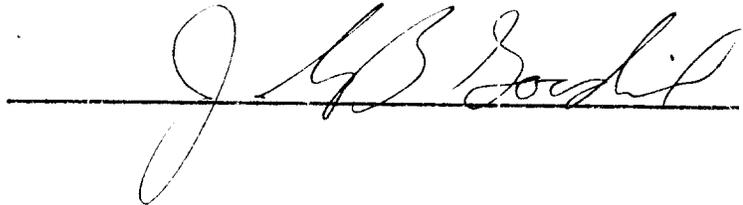
MORGAN GUARANTY TRUST COMPANY OF NEW YORK


Trust Officer

ATTEST:


Assistant Secretary

ILLINOIS CENTRAL GULF RAILROAD COMPANY


Trust Officer

ATTEST:


Assistant Secretary

