



**Illinois
Central
Gulf**

An **IC Industries** Company

William H. Sanders
Corporate Counsel

Illinois Central
Gulf Railroad
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601
(312) 565 1600

RECORDATION NO. *6556-D* Filed & Recorded

July 22, 1977

AUG 16 1977 - 1 52 PM

7-228A054

INTERSTATE COMMERCE COMMISSION

Honorable H. Gordon Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20436

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Re: Illinois Central Railroad Company
Equipment Trust, Series 64, dated as of
April 15, 1972.

Dear Mr. Homme:

Enclosed for recording with the Interstate Commerce Commission is a Supplement dated as of July 22, 1977 to Illinois Central Railroad Company Equipment Trust, Series 64, which was recorded with the Commission on April 17, 1972 under Recordation No. 6556.

Also enclosed is a check for \$10 payable to the Interstate Commerce Commission to cover the recording fee.

The parties to this transaction are:

Trustee: Morgan Guaranty Trust Company of
New York
23 Wall Street
New York, New York 10015

Lessee: Illinois Central Gulf Railroad Company
233 North Michigan Avenue
Chicago, Illinois 60601

The Equipment covered by the Supplement is shown on the attached Schedule A.

Upon completion of the recording, please deliver to the bearer of this letter all counterparts not required for retention in your files.

Very truly yours,

W. H. Sanders

W. H. Sanders

Enc.

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of

July 22, 1977

RECORDATION NO. 6556-2 Filed & Recorded

AUG 16 1977 - 1 50 PM

TO

INTERSTATE COMMERCE COMMISSION

ILLINOIS CENTRAL RAILROAD EQUIPMENT TRUST

Series 64

Dated as of April 15, 1972

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Trustee

AND

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of July 22, 1977, 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 as of April 15, 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 constitutes Illinois Central Equipment Trust, Series 64; and

WHEREAS, said Agreement provides that 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 railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more sources listed in the preceding WHEREAS clause and the Company desires to cause to be vested in the Trustee the title to additional railroad equipment (hereinafter called Additional Trust Equipment) approved by the Company as to its qualification as substitute Equipment, 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 cause to be sold, assigned, transferred 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 aforesaid Agreement, has let and leased and does hereby let and lease to the Company the following Additional Trust Equipment (which was constructed and put into service after May 1970) of Illinois Central Equipment Trust, Series 64 , to-wit:

<u>Car Number</u>	<u>Car Type</u>	<u>Month & Year Built</u>	<u>Present Fair Value</u>
IC 660000	70-ton boxcar	5/70	\$18,769

ARTICLE III.

The equipment described in ARTICLE II replaces in whole or in part the railroad equipment described and set out in Schedule A hereto, which was originally let and leased under the Agreement, which has now been destroyed and which is hereby deleted and removed from the Trust.

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.

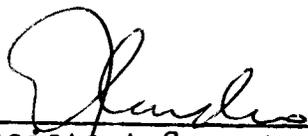
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK



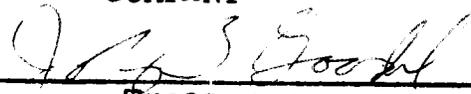
P. J. Crooks TRUST OFFICER

ATTEST:



Assistant Secretary
A. Cordaro

ILLINOIS CENTRAL GULF RAILROAD
COMPANY



Treasurer

ATTEST:



Assistant Secretary

ILLINOIS CENTRAL EQUIPMENT TRUST, SERIES 64
CARS TO BE DELETED FROM TRUST
SCHEDULE "A"

1 100-Ton 60'9" Double Door Box Car

<u>Car Number</u>	<u>Fair Value</u>
620069	\$ 22,164

SUMMARY:

1 100-Ton 60'9" Double Door Box Car \$ 22,164