

ILLINOIS CENTRAL GULF RAILROAD EQUIPMENT TRUST

Series 2

6844-C

RECORDATION NO. _____ Filed & Recorded

MAY 13 1974 11 45 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of March 1, 1974

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, Trustee

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of March 1, 1974, 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 December 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 Gulf Equipment Trust, Series 2; 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 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 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 cause to be sold, assigned, transferred and set over unto the Trustee, as Trustee for the owners of Illinois Central Gulf Equipment Trust Certificates, Series 2, 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 pursuant of the said Agreement, dated as of December 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 Gulf Equipment Trust, Series 2 (herein collectively called the Additional Trust Equipment) to wit:

<u>Units</u>	<u>Descriptions</u>	<u>Road Numbers</u>	<u>Unit Cost</u>
1	High Cube Boxcars (86'6")	680070	\$36,753.75

ARTICLE III

The equipment described in ARTICLE II replaces railroad equipment originally let and leased under the Agreement, which has been destroyed.

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

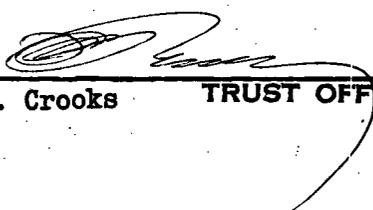
promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto satisfactory to the Trustee. The Company covenants and agrees to pay the expenses connected with the preparation, execution, recording, registration and filing hereof 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.

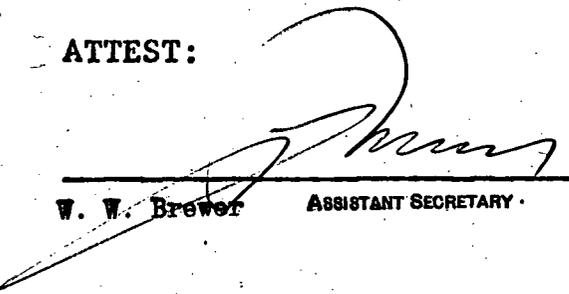
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK



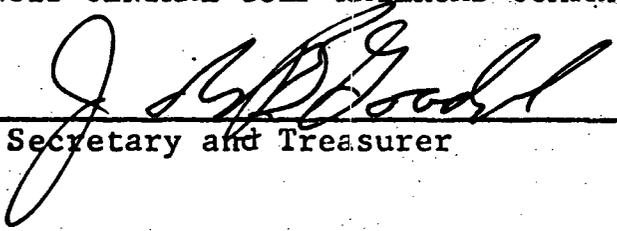
P. J. Crooks TRUST OFFICER

ATTEST:



W. W. Brewer ASSISTANT SECRETARY

ILLINOIS CENTRAL GULF RAILROAD COMPANY



Secretary and Treasurer

ATTEST:



ASSISTANT SECRETARY

6844-B
RECORDATION NO. _____ Filed & Recorded

FEB 26 1974 -11 00 AM

INTERSTATE COMMERCE COMMISSION

STATEMENT OF NEW NUMBERS
Dated as of January 1, 1974

under

EQUIPMENT TRUST AGREEMENT
Dated as of December 15, 1972

among

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE,

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

STATEMENT OF NEW NUMBERS dated as of January 1, 1974, among MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, as Trustee (hereinafter called the Trustee), and ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation (hereinafter called the Railroad).

WHEREAS the Trustee, and the Railroad have entered into an Equipment Trust Agreement dated as of December 15, 1972 (hereinafter called the Trust Agreement), pursuant to which the Railroad has agreed to cause to be transferred to the Trustee the railroad equipment (hereinafter called the Trust Equipment) described in Schedule A thereto, and the Trustee has agreed to lease the Trust Equipment to the Railroad until title to such Trust Equipment is transferred by the Trustee to the Railroad under the provisions thereof; and

WHEREAS the Trust Agreement was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on December 27, 1972, and were assigned recordation number 6844; and

WHEREAS the Company now desires to renumber certain of the Trust Equipment and to amend the Trust Agreement accordingly;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth,

the parties hereto hereby agree as follows:

1. Schedule A to the Trust Agreement is hereby amended by substituting therein, in the place of the identifying numbers listed below under the column "Original Numbers", the identifying numbers listed below under the column "New Numbers", as follows:

<u>TYPE OF EQUIPMENT</u>	<u>ORIGINAL NUMBERS</u>	<u>NEW NUMBERS</u>
50 ton, 40'6" with 8' single door boxcars	416055	417050
	416296 to 416299, Incl.	417300 to 417303, Incl.
	416349	416188
	416433 to 416465, Incl.	416189 to 416221, Incl.
	417343 to 417347, Incl.	417304 to 417308, Incl.
	417348 to 417349, Incl.	466500 to 466501, Incl.
	417396 to 417417, Incl.	466502 to 466523, Incl.
	417418 to 417433, Incl.	467500 to 467515, Incl.
	466463 to 466475, Incl.	417141 to 417153, Incl.
	466531 to 466549, Incl.	417154 to 417172, Incl.
	466563 to 466576, Incl.	416222 to 416235, Incl.
	466577 to 466581, Incl.	466236 to 466240, Incl.
	467598 to 467607, Incl.	467516 to 467525, Incl.

2. The Railroad will promptly cause this Statement of New Numbers to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

3. Except as amended and supplemented hereby, the Trust Agreement shall remain unaltered and in full force and effect.

4. This Statement of New Numbers may be 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 contract, which shall be sufficiently evidenced by any such original counterpart. Although this Statement of New Numbers is dated for convenience as of January 1, 1974, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of New Numbers to be duly executed as of the date first above written.

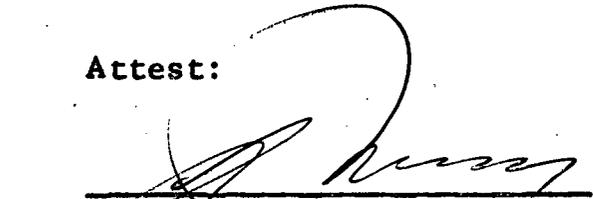
MORGAN GUARANTY TRUST COMPANY OF NEW YORK
Trustee,

by



Trust Officer P. J. Crooks

Attest:


Assistant Secretary
W. W. Brewer

ILLINOIS CENTRAL GULF RAILROAD COMPANY

by


Treasurer

Attest:


Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 8th day of February 1974, before me personally appeared John B. Goodrich, to me personally known, who being by me duly sworn, says that he is Treasurer of ILLINOIS CENTRAL GULF 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.

Virginia N. Shenahan
Notary Public