



**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
FEE OPENED
MAY 6 1977

May 4, 1977

Honorable Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D. C. 20436

RECORDATION NO. 6844 Filed & Recorded

MAY 6 1977-10 25 AM

INTERSTATE COMMERCE COMMISSION

Re: Illinois Central Gulf Railroad Company
Equipment Trust, Series 2, dated as of
December 15, 1972

Dear Mr. Oswald:

Enclosed for recording with the Interstate Commerce Commission is a Supplement dated as of April 12, 1977 to Illinois Central Gulf Railroad Company Equipment Trust, Series 2, which was recorded with the Commission on December 27, 1972, under Recordation No. 6844.

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:

	<u>Purchase Price</u>
1 General Purpose Diesel Locomotive, Model GP 30, No. ICG 2250	\$360,440
1 General Purpose Diesel Locomotive, Model GP-40A, No. ICG 3006	<u>400,500</u>
Total	\$760,940

Handwritten: C. Underwood, B.P. Hart

7-126A 040

MAY 6 1977
10

ICC Washington, D. C.

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,

A handwritten signature in cursive script, appearing to read "W. H. Sanders".

W. H. Sanders

Enc.

Interstate Commerce Commission
Washington, D.C. 20423

5/6/77

OFFICE OF THE SECRETARY

W.H. Sanders
Illinois Central Gulf RR.
Two Illinois center
233 N. Michigan Ave.
Chicago, Illinois 60601

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **5/6/77** at **10:25am** and assigned recordation number(s) **6844-F**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

RECORDATION NO. *6844-L* Filed & Recorded

MAY 6 1977-10 25 AM

ILLINOIS COMMERCE COMMISSION
SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of

April 12, 1977

TO

ILLINOIS CENTRAL GULF RAILROAD EQUIPMENT TRUST

Series 2

Dated as of December 15, 1972

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
Trustee

AND

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of April 12, 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 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, 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 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 pursuance of the aforesaid Agreement, has let and leased and does hereby let and lease to the Company the following Additional Trust Equipment (first put into service after April 1, 1977) of Illinois Central Gulf Equipment Trust, Series 2 , to-wit:

<u>Units</u>	<u>Description</u>	<u>Original Cost</u>
One	General Purpose Diesel Locomotive, Model GP 30, No. ICG 2250	\$360,440
One	General Purpose Diesel Locomotive, Model GP-40A, No. ICG 3006	<u>\$400,500</u>
		\$760,940

ARTICLE III.

The equipment described in ARTICLE II replaces certain railroad equipment originally let and leased under the Agreement which has been destroyed, said equipment being more particularly described in Schedule A attached hereto.

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.

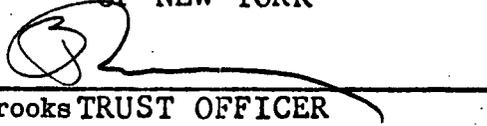
This Agreement may be simultaneously executed in any number of counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

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

ATTEST:

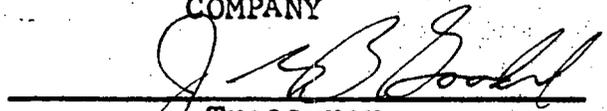

Assistant Secretary
Faith A. Gausman


P. J. Crooks TRUST OFFICER

ILLINOIS CENTRAL GULF RAILROAD
COMPANY

ATTEST:


Assistant Secretary


Treasurer

SCHEDULE ADESCRIPTION

50-Ton, 40'-6" Single 8' Door Box Cars

<u>Trust Series</u>	<u>Car Number</u>	<u>Fair Value</u>
2	167101	\$ 10,049
	167102	10,109
	167103	9,989
	167105	10,109
	167109	9,989
	167110	10,019
	167111	10,109
	167112	10,109
	167113	10,049
	167114	10,019
	167115	10,049
	167116	9,929
	167118	10,109
	167119	10,049
	167120	10,109
	167121	10,109
	167123	10,109
	167124	10,079
	167129	10,019
	167132	10,109
	167134	10,019
	167135	10,079
	167137	10,049
	167138	9,989
	167140	10,019
	167141	10,109
	167142	10,019
	167143	10,109
	167145	9,839
	167146	10,049
	167147	10,019
	167148	10,019
	167150	10,109
	167151	10,019
	167152	10,019
	167153	10,079
	167154	10,049
	167156	10,109
	167157	10,109
	167158	10,079

SCHEDULE A - cont.

DESCRIPTION
50-Ton, 40'-6" Single 8' Door Box Cars

<u>Trust Series</u>	<u>Car Number</u>	<u>Fair Value</u>
2	167161	\$ 10,109
	167164	10,019
	167165	10,109
	167166	10,019
	167168	10,019
	167169	9,989
	167170	10,049
	167171	10,049
	167172	10,079
	167173	10,019
	167175	10,079
	167176	10,079
	167178	10,049
	167180	9,989
	167183	10,019
	167184	9,839
	167188	9,959
	416120	9,863
	416376	9,773
	416366	10,012
	416711	9,929
	417118	10,191
	417732	9,809
	417764	9,809
	467554	10,161
	467915	9,869
	467942	9,839
	523681	12,457
	523693	12,494
	523703	12,939
	524681	12,716
	524705	12,605
	524727	12,494
	524759	13,421
	50-Ton, 50'-6 Single 10' Door Box Cars	
		12,457
		12,494
		12,939
		12,716
		12,605
		12,494
		13,421
		\$ 760,964