



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

November 15, 1977

Honorable H. Gordon Homme, Jr. REGORDATION NO. *7486-2* Filed & Recorded  
Acting Secretary  
Interstate Commerce Commission DEC 9 1977 -1 25 PM  
Washington, D. C. 20436  
INTERSTATE COMMERCE COMMISSION

Re: Illinois Central Gulf Railroad Equipment Trust, Series 8  
recorded April 23, 1974, Recordation No. 7486

Dear Mr. Homme:

Enclosed for recording with the Interstate Commerce Commission is a Supplement dated as of November 10, 1977 to the above agreement, which was recorded as shown above.

Also enclosed is a check payable to the Interstate Commerce Commission to cover the recording fee for this Supplement.

The parties to this transaction are:

Trustee-Lessor: Morgan Guaranty Trust Company of New York  
23 Wall Street  
New York, N. Y. 10015

Lessee: Illinois Central Gulf Railroad Company  
233 North Michigan Ave., Chicago, Ill. 60601

The Equipment covered by the Supplement is: 2 100-Ton Hi-Cube Boxcars, numbered ICG 680064 and 680065.

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.

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/9/77

OFFICE OF THE SECRETARY

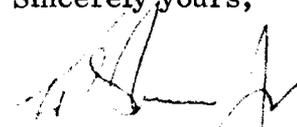
**W.H. Sanders**  
**Illinois Central Gulf RR.Co.**  
**233 North Michigan Avenue**  
**Chicago, Illinois 60601**

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 **12/9/77** at **1:35pm**,  
and assigned recordation number(s) **6630-B &**

*7486-10*  
Sincerely yours,

  
**H.G. Homme, Jr.**  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

RECORDATION NO. 7486-17  
FILED & Recorded

DEC 9 1977-1 22 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of November 10, 1977

TO

ILLINOIS CENTRAL GULF RAILROAD EQUIPMENT TRUST

Series 8

Dated as of April 15, 1974

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
Trustee

AND

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of November 10, 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, 1974 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 8 ; 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/Gulf Equipment Trust Certificates, Series 8 , 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 March, 1974) of Illinois Central Gulf Equipment Trust, Series 8, to-wit:

<u>Number of Units</u>	<u>Description</u>	<u>Date in Service</u>	<u>Original Cost</u>	<u>Present Fair Value</u>
2	100-ton Hi-Cube Boxcars, numbered as follows:			
	ICG 680064	4/74	\$36,754	\$32,560
	ICG 680065	4/74	<u>\$36,754</u>	<u>\$32,560</u>
			\$73,508	\$65,120

ARTICLE III.

The equipment described in ARTICLE II replaces the following railroad equipment originally let and leased under the Agreement, which has been destroyed and which is hereby deleted from the Trust:

- 1 General Purpose Diesel Locomotive,  
Model GP-10, Number ICG 8443

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.

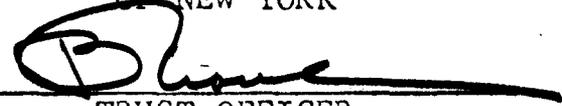
The Company, with all convenient speed, will cause this Supplemental Equipment Trust Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 20c of the Interstate Commerce Act and will promptly furnish to the Trustee evidence of such 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.

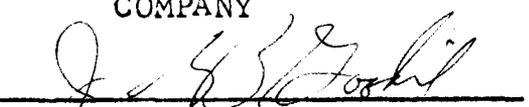
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK



P. J. Crooks TRUST OFFICER

ILLINOIS CENTRAL GULF RAILROAD  
COMPANY



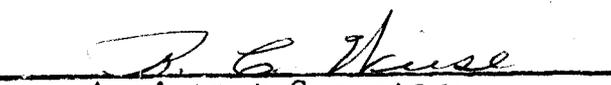
Treasurer

ATTEST:



Assistant Secretary  
Faith A. Gausman

ATTEST:



Assistant Secretary



