



**Illinois
Central
Gulf**

An **IC Industries** Company

John B. Goodrich
Secretary and Treasurer

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

March 10, 1978

RECORDATION NO. *7564-E* Filed & Recorded

MAR 20 1978 -3 20 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED
MAR 20 3 14 PM '78
CERTIFICATION UNIT

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

Re: Illinois Central Gulf Railroad
Equipment Trust, Series 9, dated
as of June 15, 1974

Dear Mr. Homme:

Enclosed for recording with the Interstate Commerce Commission is a Supplement dated as of March 10, 1978, to Illinois Central Gulf Railroad Equipment Trust, Series 9, which was recorded with the Commission on July 9, 1974, under Recordation No. 7564.

Also enclosed is a check for \$10.00 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,

J. B. Goodrich
John B. Goodrich

8079A338

File #
Date **MAR 20 1978**
Fee \$ *10.00*

ICC Washington, D. C.

Christine Rogers
C. Goodrich

SCHEDULE A

<u>Number of Units</u>	<u>Description</u>	<u>Railroad Car Numbers</u>	<u>Total Original Cost</u>	<u>Present Fair Value</u>
17	Steel Caboose Cars (Remanufactured June, October, and November, 1974)	ICG 199100-199116	\$350,149	\$311,263

Interstate Commerce Commission
Washington, D.C. 20423

3/20/78

OFFICE OF THE SECRETARY

John B. Goodrich
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 **3/20/78** at **3:20pm**,

and assigned recordation number(s)

7564-E

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. *7564-E* Filed & Recorded

MAR 20 1978 -3 22 PM

ILLINOIS STATE COMMERCE COMMISSION

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of March 10, 1978

to

ILLINOIS CENTRAL GULF RAILROAD
EQUIPMENT TRUST AGREEMENT, SERIES 9
DATED AS OF JUNE 15, 1974

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of March 10, 1978, 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 June 15, 1974, by and between the Trustee and the Company and recorded with the Interstate Commerce Commission on July 9, 1974, Recordation No. 7564 (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 9; 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 9, 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 June 15, 1974, has let and leased and does hereby

let and lease to the Company the following remanufactured standard gauge railroad equipment of Illinois Central Gulf Equipment Trust, Series 9 (herein collectively called the Additional Trust Equipment) to wit:

<u>Quantity</u>	<u>Type of Car</u>	<u>ICG Road Numbers</u>	<u>Total Original Cost</u>	<u>Present Fair Value</u>
17	Steel Caboose Cars (Remanufactured June, October and November 1974)	199100-199116	\$350,149	\$311,263

ARTICLE III

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

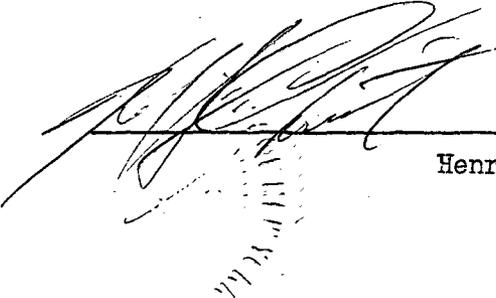
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK



P. J. Crooks Trust Officer

ATTEST:



Henry J. Christy

ILLINOIS CENTRAL GULF RAILROAD COMPANY



Secretary and Treasurer

ATTEST:



ASSISTANT SECRETARY

ILLINOIS CENTRAL GULF EQUIPMENT TRUST, SERIES 9
CARS TO BE DELETED FROM TRUST
SCHEDULE "A"

<u>Units</u>	<u>Car Number</u>
26	416268
	417188
	516052
	516232
	516248
	516252
	516636
	522057
	522087
	523724
	523728
	523875
	524897
	524907
	524909
	564161
	564192
	564282
	564287
	572377
	573988
	700669
	700696
	920229
	920293
	920295