



**Illinois
Central
Gulf**

An **IC Industries** Company

Dennis N. Melin
Vice President
Financial Planning
and Treasurer

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

January 22, 1980

0-071A066

RECORDATION NO. 7296-A Filed 1425

MAR 11 1980 - 12 55 PM

INTERSTATE COMMERCE COMMISSION

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20436

ALL
Date MAR 11 1980
Fee \$ 10.00
ICC Washington, D. C.

Re: Illinois Central Gulf Railroad Company Conditional
Sale Agreement dated as of December 1, 1973

Dear Ms. Mergenovich:

Enclosed for recording with the Interstate Commerce Commission is a Supplement dated as of January 15, 1980, to Illinois Central Gulf Railroad Company Conditional Sale Agreement dated as of December 1, 1973, with Pullman Incorporated (Pullman-Standard Division) which was recorded with the Commission on January 10, 1974, under Recordation No. 7296.

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:

Assignee: Morgan Guaranty Trust Company of New York
30 West Broadway
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 ten 83-ton Open Hopper Cars, numbered ICG 340440-340449, both inclusive.

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

Very truly yours,

R. H. Hughes
Assistant to the Treasurer

RECEIVED
MAR 11 12 50 PM '80
FEE OPERATION BR.

cc: Mr. W. H. Sanders

FIRST
SUPPLEMENTAL AGREEMENT

Dated as of January 15, 1980

RECORDATION NO. *7296-A* Filed 1425

MAR 11 1980 - 12 55 PM

INTERSTATE COMMERCE COMMISSION

TO

CONDITIONAL SALE AGREEMENT

Dated as of December 1, 1973

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, Assignee

AND

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL AGREEMENT, dated as of January 15, 1980, 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 Assignee), and ILLINOIS CENTRAL GULF 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 Conditional Sale Agreement dated as of December 1, 1973, (hereinafter called the Agreement) by and between Pullman Incorporated (hereinafter referred to as the Vendor and to whose rights under the Agreement the Assignee has succeeded pursuant to an Agreement and Assignment dated as of December 1, 1973, between the Vendor and the Assignee), and the Company, title to certain railroad equipment (hereinafter called the Equipment) sold and delivered to the Company by the Vendor was retained by the Vendor and then was assigned and transferred to the Assignee subject to payment of the purchase price thereof by the Company; and the Equipment has been in the possession and use of the Company pursuant to the provisions of the Agreement; and

WHEREAS, Article 8 of the Agreement provides that sums paid to the Assignee on account of Casualty Occurrences to the Equipment may be applied by the Assignee to the purchase of other railroad equipment in replacement; and

WHEREAS, the Assignee now holds sums paid to it on account of one or more such Casualty Occurrences and the Company desires to cause to be vested in the Assignee the title to additional railroad equipment (hereinafter called Additional Equipment) certified by the Company to be qualified as replacement Equipment, to be acquired with funds in possession of the Assignee as aforesaid;

NOW, THEREFORE, for and in consideration of the covenants herein contained, this Supplemental Agreement WITNESSETH as follows:

ARTICLE I

The Company does hereby cause to be sold, assigned, transferred and set over unto the Assignee the Additional Equipment described in ARTICLE II hereof. The Company will deliver or cause to be delivered the said Additional Equipment in accordance with the provisions of Article 8 of the Agreement.

ARTICLE II

The Assignee, acting in pursuance of the afore-said Agreement, does hereby grant and deliver to the Company possession and use of the following Additional Equipment (first put into service after January 1, 1980), to wit:

<u>Quantity</u>	<u>Car Number</u>	<u>Type</u>	<u>Present Fair Value</u>
10	ICG 340440- 340449, both inclusive	83-ton Open Hopper Cars	\$337,840 (\$33,784 each)

ARTICLE III

The equipment described in ARTICLE II replaces in whole or in part the railroad equipment set out and described in Schedule A attached hereto, which equipment was originally sold and delivered under the Agreement and which has now been destroyed.

ARTICLE IV

The Assignee and the Company covenant and agree that the possession and use of the Additional Equipment as provided in ARTICLE II hereof shall be upon and subject to the terms and conditions of the said Agreement, and such Additional Equipment shall be part of the Equipment, subject to all the terms and conditions of the said Agreement in all respects as though it had been part of the original Equipment specifically described in the said Agreement.

ARTICLE V

The Company, with all convenient speed, will cause this Supplemental Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 11303 of the Revised Interstate Commerce Act and will promptly furnish to the Assignee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto satisfactory to the Assignee. 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 instruments.

IN WITNESS WHEREOF, the Assignee 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



Trust Officer

P. J. Crooks

ATTEST:



Assistant Secretary

A. Cordaro

ILLINOIS CENTRAL GULF RAILROAD
COMPANY



Vice President-Financial Planning
and Treasurer

ATTEST:



Assistant Secretary

STATE OF NEW YORK)
)
) SS
COUNTY OF NEW YORK)

On this ^{5th} day of *March*, 1980, before me personally appeared *P. J. Crooks*, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of Morgan Guaranty Trust Company of New York, 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.

Sue Scalcione

Notary Public

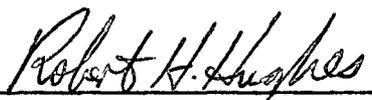


My Commission expires:

SUE SCALCIONE
NOTARY PUBLIC, State of New York
No. 31-4649545
Qualified in New York County
Commission Expires March 30, 1981

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

On this 15th day of January, 1980, before me personally appeared DENNIS N. MELIN, to me personally known, who being by me duly sworn, says that he is Vice President-Financial Planning and 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.



Notary Public

(Faint circular notary seal impression is visible to the right of the signature line.)

My Commission expires 11-23-80.

CONDITIONAL SALE AGREEMENT

Dated as of December 1, 1973

Between

PULLMAN INCORPORATED
(Pullman-Standard Division)
and
ILLINOIS CENTRAL GULF RAILROAD COMPANY

CARS TO BE DELETED FROM TRUST

SCHEDULE A

<u>Car Number</u>	<u>Description</u>
765714	100-ton Covered Hopper
765724	100-ton Covered Hopper
765749	100-ton Covered Hopper
765770	100-ton Covered Hopper
765778	100-ton Covered Hopper
765826	100-ton Covered Hopper
765828	100-ton Covered Hopper
765838	100-ton Covered Hopper
765874	100-ton Covered Hopper
765879	100-ton Covered Hopper
765919	100-ton Covered Hopper
765954	100-ton Covered Hopper
765956	100-ton Covered Hopper
765958	100-ton Covered Hopper
765960	100-ton Covered Hopper
765963	100-ton Covered Hopper
765967	100-ton Covered Hopper
765969	100-ton Covered Hopper
765970	100-ton Covered Hopper
765976	100-ton Covered Hopper
765978	100-ton Covered Hopper
765979	100-ton Covered Hopper
765999	100-ton Covered Hopper

Total Units 23