



**Illinois  
Central  
Gulf**

An **IC Industries** Company

RECORDATION NO. *2044-8* Filed *1/25*

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

FEB 11 1980 - 12 55 PM

INTERSTATE COMMERCE COMMISSION

January 23, 1980

0-042A068

Date FEB 11 1980

Fee \$ 10.00

ICC Washington, D. C.

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

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

Dear Ms. Mergenovich:

Enclosed for recording with the Interstate Commerce Commission is a Supplement dated as of December 3, 1979, 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 \$10.00 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 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 new 70-ton Woodchip Hopper Cars bearing identification numbers ICG 867485-867495, both inclusive.

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

Yours very truly,

*R. H. Hughes*

R. H. Hughes  
Assistant to the Treasurer

RECEIVED  
FEB 11 12 30 PM '80  
100

cc: Mr. W. H. Sanders

*Copy to Mr. Sanders*

RECORDATION NO. *2844* Filed *426*

FEB 11 1980 -12 55 PM

INTERSTATE COMMERCE COMMISSION

SEVENTH

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of December 3, 1979

to

ILLINOIS CENTRAL GULF RAILROAD  
EQUIPMENT TRUST AGREEMENT, SERIES 2  
DATED AS OF DECEMBER 15, 1972

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of December 3, 1979, 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 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 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 October 1, 1979 ) of Illinois Central Gulf Equipment Trust, Series 2 , to wit:

<u>Car Number</u>	<u>Description</u>	<u>Present Fair Value</u>
867485-867495, both inclusive	70-ton Woodchip Hopper Cars	\$ 497,750
<hr/>		
Total	11	

### ARTICLE III

The equipment described in ARTICLE II replaces, in whole or in part, certain railroad equipment originally let and leased under the Agreement, which has been destroyed. Such equipment includes in addition to that previously deleted from the Trust, the cars set out 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 11303 of the Revised 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.

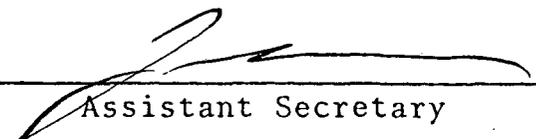
IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

  
\_\_\_\_\_  
Trust Officer

**E. H. Crooks**

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary  
**John W. Cole**

ILLINOIS CENTRAL GULF RAILROAD COMPANY

  
\_\_\_\_\_  
Vice President-Financial Planning  
and Treasurer

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

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

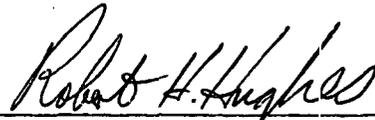
On this 30th day of January, 1980, before me personally appeared P. J. Crooks to me personally known, who, being duly sworn, says that he is a Trust Officer of Morgan Guaranty Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

MAUREEN McSHANE  
NOTARY PUBLIC, State of New York  
No. 01MC4649500  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires March 30, 1981

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

On this 3rd day of December , 1979 , 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

My Commission expires 11-23-80

ILLINOIS CENT. GULF EQUIP. TRUST, 2  
 CARS TO BE DELETED FROM TRUST  
 SCHEDULE A

<u>CAR NUMBER</u>	<u>FAIR VALUE</u>	<u>DESCRIPTION</u>	<u>CAR NUMBER</u>	<u>FAIR VALUE</u>	<u>DESCRIPTION</u>
467565	\$ 8,369	50-TON BOX CARS	417087	\$ 8,428	50-TON BOX CARS
523536	9,145		417103	"	
523538	"		417121	8,458	
523543	"		417309	8,488	
524617	10,381		417325	"	
524620	"		466237	8,488	
524623	"		466455	8,458	
525265	8,931		466505	8,488	
525267	"		467463	8,428	
525269	9,145		467505	8,488	
525272	"		467520	"	
525732	8,931		467522	"	
525734	9,145		467524	"	
573966	"		467527	8,488	
574053	"		467529	"	
166841	9,145		467531	"	
416071	8,399		467538	"	
416081	"		467541	"	
416085	8,428		467543	"	
416099	"		467547	"	
416215	8,488		467572	8,369	
416217	"		467575	8,399	
416321	"		467576	"	
416323	"		467579	"	
416330	"		467580	"	
416402	8,458		467583	"	
416407	"		467587	"	
416422	"		467588	"	
			467590	8,428	

57 cars - \$495,188.00 Total Fair Value