Illinois Central Gulf

An IC Industries Company

R. H. Hughes
Director
Treasury Operations

Illinois Central Gulf Railroad
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601 – 5799
(312) 565 1600

November 20, 1985

RECORDATION NO. 8790-D Filed 1425

DEC 10 1985 -1 25 PM
INTERSTATE COMMERCE COMMISSION

No. 5-344A013
Date DEC 10 1985
Fee $ 10.00
ICC Washington, D. C.

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mr. Bayne:

Pursuant to the provisions of 49 U.S.C. Section 11303 and the applicable regulations of the Interstate Commerce Commission, there are herewith transmitted for filing and recording a number of counterparts of an Amendment (Third Supplemental Equipment Trust Agreement providing for the deletion and substitution of Equipment) of Illinois Central Gulf Railroad Equipment Trust Agreement, Series 14. This document is a secondary document dated as of November 11, 1985. The primary document to which this is connected was recorded under Recordation No. 8790 on April 25, 1977.

A check payable to the order of the Interstate Commerce Commission for the $10.00 recording fee applicable to this filing is enclosed herewith.

The names and addresses of the parties to the document are as follows:

Trustee and Lessor:
Manufacturers Hanover Trust Company
600 Fifth Avenue
New York, New York 10020

Lessee:
Illinois Central Gulf Railroad Company
233 North Michigan Avenue
Chicago, Illinois 60601

ICC Washington, D.C.
DEC 10 1 18 PM '85
MOTOR CARRIER

A description of the equipment added to the Equipment Trust Agreement by this Amendment follows:

Two (2) 83-ton Open Hopper Cars Numbered ICG 340587-340588, inclusive

A short summary of the document to appear in the index follows:

Third Supplemental Equipment Trust Agreement dated as of November 11, 1985, amending an Equipment Trust Agreement dated as of May 1, 1977, with Recordation No. 8790, providing for the substitution of two (2) 83-ton Open Hopper Cars.

It is respectfully requested that all counterparts not needed for the Commission's files be returned to the bearer of this letter with the Commission's recordation stamp shown thereon.

Very truly yours,

R. H. Hughes

cc: W. H. Sanders

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INTERSTATE COMMERCE COMMISSION

THIRD

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of November 11, 1985

to

ILLINOIS CENTRAL GULF RAILROAD
EQUIPMENT TRUST AGREEMENT, SERIES 14
DATED AS OF MAY 1, 1977

MANUFACTURERS HANOVER TRUST COMPANY, TRUSTEE

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of November 11, 1985, by and between MANUFACTURERS HANOVER TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the Trustee), as successor to Morgan Guaranty Trust Company of New York (hereinafter called the Predecessor 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 May 1, 1977, by and between the Predecessor 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 is 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 14; 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 14, 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, 1980) of Illinois Central Gulf Equipment Trust, Series 14, to wit:

Unit Number	Description	Present Fair Value
ICG 340587-340588 inclusive	83-ton Open Hopper Car	$ 42,416

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 destroyed equipment includes in addition to that which has previously been 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.

MANUFACTURERS HANOVER TRUST COMPANY

Title: Assistant Vice President

ATTEST:

Assistant Secretary

ILLINOIS CENTRAL GULF RAILROAD COMPANY

Sandor A. Loery
Treasurer

ATTEST:

Assistant Secretary

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

On this 9th day of December 1985, before me personally appeared E. J. Grippo, to me personally known, who, being by me duly sworn, says that he is a Assistant Vice President of Manufacturers Hanover Trust 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.

Kathy A. Murphy
Notary Public

My commission expires:
KATHY A. MURPHY
Notary Public, State of New York
No. 60-4825140
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1986

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 11th day of November, 1985, before me, personally appeared SANDOR A. LOEVY, to me personally known, who, being by me duly sworn, says that he is 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.

Mary Ann Mehorzyk
Notary Public

My commission expires: 9-24-88

ILLINOIS CENTRAL GULF RAILROAD EQUIPMENT TRUST, SERIES 14
CARS TO BE DELETED FROM TRUST

SCHEDULE A

Car Number	Description
766474	100-ton Covered Hopper
766507	100-ton Covered Hopper