



**Illinois
Central
Gulf**

An **IC Industries** Company

RECORDATION NO 7663

Filed & Recorded

Sandor A. Loevy
Assistant Vice President
Treasurer

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

March 20, 1987

APR 6 1987 1-8 0 PM

7-096A041

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No.

Date APR 6 1987

Fee \$ 10.00

ICC Washington, D.C.

Dear Ms. McGee:

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 (First Supplemental Conditional Sale Agreement providing for the deletion and substitution of Equipment) of Illinois Central Gulf Railroad Conditional Sale Agreement dated as of September 30, 1974. This document is a secondary document dated as of March 12, 1987. The primary document to which this is connected was recorded under Recordation No. 7663 on October 3, 1974.

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:

Assignee:

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

100 OFFICE OF
THE SECRETARY
APR 6 1 26 PM '87
MOTOR OPERATING UNIT

A description of the equipment added to the Conditional Sale Agreement by this Amendment follows:

Thirty-six (36) 83-ton Open Hopper Cars Numbered ICG 340515-340550, inclusive.

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

First Supplemental Conditional Sale Agreement dated as of March 12, 1987, amending a Conditional Sale Agreement dated as of September 30, 1974, with Recordation No. 7663, providing for the substitution of thirty-six (36) 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,

Sander A. Loery

RECORDATION NO. 7663-10 Filed & Recorded

APR 6 1987 1:30 PM

INTERSTATE COMMERCE COMMISSION

FIRST

SUPPLEMENTAL AGREEMENT

Dated as of March 12, 1987

TO

CONDITIONAL SALE AGREEMENT

Dated as of September 30, 1974

BETWEEN

MANUFACTURERS HANOVER TRUST COMPANY, ASSIGNEE

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL AGREEMENT, dated as of March 12, 1987, 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 Assignee), as successor to Morgan Guaranty Trust Company of New York (hereinafter called the Predecessor Assignee), 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 Conditional Sale Agreement, dated as of September 30, 1974, by and between Pullman Incorporated and U.S. Railway Mfg. Co. (hereinafter collectively 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 September 30, 1974, between Vendor and the Predecessor 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 Predecessor 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 aforesaid Agreement, does hereby grant and deliver to the Company possession and use of the following Additional Equipment (first put into service after March, 1980), to wit:

<u>Unit Number</u>	<u>Description</u>	<u>Present Fair Value</u>
ICG 340515-340550 inclusive	83-ton Open Hopper Cars	\$ 243,245
Total: 36 Units		

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.

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

On this 3rd day of April 1987, before me personally appeared F. J. Grippo, to me personally known, says that he is a ~~Trust Officer~~ 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.

Vice President

James Foley
Notary Public

My commission expires:

JAMES FOLEY
Notary Public, State of New York
No. 31-6348400
Qualified in New York County
Commission Expires August 31, 1988

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 12th day of March, 1987, before me personally appeared SANDOR A. LOEVY, to me personally known, 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.

Michael J. Rizer
Notary Public

My commission expires: 1/27/90

CONDITIONAL SALE AGREEMENT

Dated as of September 30, 1974

CARS TO BE DELETED FROM AGREEMENT

SCHEDULE A

<u>Unit Number</u>	<u>Description</u>
766038	100-ton Covered Hopper Car
766059	100-ton Covered Hopper Car
766069	100-ton Covered Hopper Car
766074	100-ton Covered Hopper Car
766084	100-ton Covered Hopper Car
766095	100-ton Covered Hopper Car
766016	100-ton Covered Hopper Car
766227	100-ton Covered Hopper Car
766234	100-ton Covered Hopper Car
766254	100-ton Covered Hopper Car
766126	100-ton Covered Hopper Car
766143	100-ton Covered Hopper Car
766148	100-ton Covered Hopper Car