



**Illinois  
Central  
Gulf**

067A108

AMC Industries Company

William H. Sanders  
Corporate Counsel

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

**February 22, 1978**

RECORDATION NO. 7140-*f* Filed & Recorded

MAR 8 1978 -2 15 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED  
MAR 8 2 10 PM '78  
CERTIFICATION UNIT

~~Washington~~ **Mr. Noble H. Gordon Homme, Jr.**  
**Acting Secretary**  
**Interstate Commerce Commission**  
**Washington, D. C. 20436**

**Re: Illinois Central Gulf Railroad Company**  
**Equipment Trust, Series 6, dated as**  
**of August 1, 1973, Recordation No. 7140,**  
**August 21, 1973**

**Dear Mr. Homme:**

Enclosed for recording with the Interstate Commerce Commission is a Supplement dated as of February 17, 1978 to the above agreement, which was recorded as shown above. Illinois Central Gulf Railroad Company is the successor in interest to both Gulf, Mobile and Ohio Railroad Company and Illinois Central Railroad Company.

Also enclosed is a check payable to the Interstate Commerce Commission to cover the recording fee for this Supplement.

The parties to this transaction are:

**Trustee-Lessor: Morgan Guaranty Trust Company of New York**  
**23 Wall Street**  
**New York, N. Y.**

**Lessee or Purchaser: Illinois Central Gulf Railroad Company**  
**233 North Michigan Ave., Chicago, Ill. 60601**

The Equipment covered by the Supplement is:

Two 70-ton, 65'6" gondola cars, numbered ICG 249350 and 249351

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,

*W. H. Sanders*

W. H. Sanders

Enc.

*Summary*

**Interstate Commerce Commission**  
Washington, D.C. 20423

3/8/78

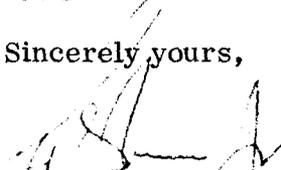
OFFICE OF THE SECRETARY

W.H. Sanders  
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 3/8/78 at 2:15pm and assigned recordation number(s) 7140-F

Sincerely yours,

  
H.G. Homme, Jr.  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

RECORDATION NO. 7140 - F Filed & Recorded

MAR 8 1978 -2 15 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of

February 17, 1978

TO

ILLINOIS CENTRAL GULF RAILROAD EQUIPMENT TRUST

Series 6

Dated as of August 1, 1973

BETWEEN

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
Trustee

AND

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of **February 17, 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 **August 1, 1973** 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 6 ; 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 Equipment Trust Certificates, Series 6, 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 <sup>Gulf</sup> into service after July, 1973 ) of Illinois Central/Equipment Trust, Series 6 , to-wit:

| <u>Units</u> | <u>Description</u> | <u>Original Cost</u> |
|--------------|--------------------|----------------------|
|--------------|--------------------|----------------------|

See Schedule A, attached hereto

ARTICLE III.

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

CARS DELETED FROM TRUST

| <u>Quantity</u> | <u>TYPE</u>                        | <u>CAR NUMBERS</u> |
|-----------------|------------------------------------|--------------------|
| 1               | 100-ton 60' boxcar,<br>single door | ICG 670434         |
| 1               | 100-ton 52' gondola car            | ICG 245162         |

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.

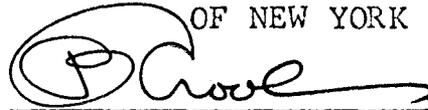
The Company, with all convenient speed, will cause this Supplemental Equipment Trust Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 20c of the Interstate Commerce Act and will promptly furnish to the Trustee evidence of such 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

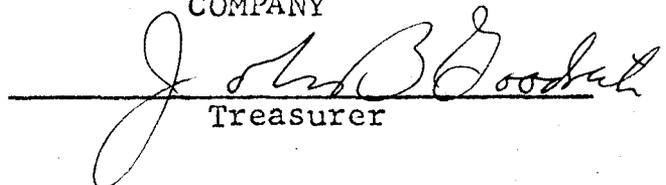


TRUST OFFICER

ATTEST:

  
Assistant Secretary

ILLINOIS CENTRAL GULF RAILROAD  
COMPANY

  
Treasurer

ATTEST:

  
Assistant Secretary



STATE OF ILLINOIS    )  
                              ) SS  
COUNTY OF COOK        )

On this 22ND day of FEBRUARY 1978 before me personally appeared JOHN B. GOODRICH, 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.

*Robert H. Hughes*

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Notary Public

My Commission Expires November 23, 1980

SCHEDULE A  
CARS ADDED TO TRUST

| <u>Number of Units</u> | <u>Description</u>  | <u>Railroad Car Numbers</u>    | <u>Total Original Cost</u> | <u>Present Fair Value</u> |
|------------------------|---|--------------------------------|----------------------------|---------------------------|
| 2                      | 70-Ton, 65'6"<br>Gondola Cars<br>(Remanufactured<br>July, 1973) | ICG 249350-249351<br>Inclusive | \$21,970.00                | \$18,688.00               |