

Union Tank Car Company

90 Half Day Road
Lincolnshire, Illinois 60015

Direct Tel. No.: (312) 295-4311

Law Department

An Affiliate of
Trans Union Corporation

RECORDATION NO. 6372-1 Filed & Recorded

OCT 29 1976 - 3 12 PM



RECORDATION NO. 6372

OCT 28 1976 - 3 12 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

October 20, 1976

INTERSTATE
COMMERCE COMMISSION
RECEIVED

OCT 28 1976

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

ADMINISTRATIVE SERVICES
MAIL UNIT

Dear Sir:

We transmit to you herewith by registered mail for recordation, pursuant to Section 20c of the Interstate Commerce Act, an original and two certified counterparts of the Fifth Supplemental Equipment Trust Agreement (the "Supplemental Agreement"), dated September 24, 1976, by and between Union Tank Car Company, 90 Half Day Road, Lincolnshire, Illinois 60015 (the "Company") and Citibank, N.A., 111 Wall Street, New York, New York 10015 (the "Bank") as Trustee, which amends the Equipment Trust Agreement dated as of October 1, 1971, between the Company and the Bank. The Supplemental Agreement evidences the substitution under the said Equipment Trust Agreement of seven railroad cars, identified with the initials UTLX, and more fully described in Schedule A attached hereto.

Also enclosed for recordation is an original and two certified counterparts of a Bill of Sale from the Company from the Bank, which Bill of Sale relates to the fourteen railroad cars in respect to which the aforesaid substitution was made. The railroad cars covered by the said Bill of Sale are each identified with the initials UTLX, and are more fully described in Schedule B attached hereto. The Bill of Sale releases the Equipment described in Schedule B from the encumbrance created by the Equipment Trust Agreement.

The Supplemental Agreement and the said Bill of Sale should be recorded as supplements to the Equipment Trust Agreement dated as of October 1, 1971, which was recorded with your office on October 26, 1971, and assigned recordation number 6372. We enclose herewith our check in the amount of \$20 payable to the Interstate Commerce Commission to cover the recordation fees.

William B. Browder, Senior Vice President and General Counsel
Glenn A. McTavish, Assistant General Counsel/William B. Moore, Lyndon J. Whitlock, Senior Attorneys
William M. Owen, General Attorney/Randall A. Wolter, Arthur B. Hillman, Attorneys

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OCT 29 1976
Washington, D. C.

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FEE COLLECTED

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October 20, 1976

Please return the original copy of the Supplemental Agreement and the Bill of Sale to the undersigned.

Very truly yours,

UNION TANK CAR COMPANY

By *A. B. Hillman*
A. B. Hillman
Attorney

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

11/8/76

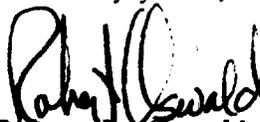
OFFICE OF THE SECRETARY

Union Tank Car Company
A.B. Hillman, Atty.
90 Half Day Road
Lincolnshire, Illinois 60015

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 10/29/76 at 3:10pm, and assigned recordation number(s) 6372-I & 6372-J

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

REGISTRATION NO. *6372-2*
OCT 22 1976 3 11 PM
INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

The undersigned, Kathleen L. Friday, a Notary Public in and for said County, states that she compared the attached copy of the Fifth Supplemental Equipment Trust Agreement dated the 24th day of September, 1976, with the original document, and certifies that it is a true and correct copy in all respects.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and notarial seal this 19th day of October, 1976.

Kathleen L. Friday

Notary Public

MY COMMISSION EXPIRES AUG. 30, 1981

THIS FIFTH SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated as of September 24, 1976, by and between UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and CITIBANK, N.A. (formerly known as First National City Bank), a national banking association, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, Union Tank Car Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of October 1, 1971 (the "Trust Agreement"), providing for an issue of its 7 3/4% Equipment Trust Certificates due October 1, 1991 (the "Trust Certificates"), in aggregate principal amount of \$25,000,000; and

WHEREAS, the Company has filed with the Trustee its Request for a Substitution of Equipment pursuant to Section 5.06 of the Trust Agreement; and

WHEREAS, the Company desires to comply with Section 5.03 of the Trust Agreement by the execution of a supplement thereto, to evidence the inclusion of the aforesaid Equipment as a part of the Trust Equipment under the Trust Agreement;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar to it duly paid by the Trustee at the execution of these presents, the receipt whereof is hereby acknowledged, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

ARTICLE ONE

Substitution of Equipment

The Equipment described in Schedule A hereto is hereby substituted for the Equipment specifically described in Schedule A of the Trust Agreement and Schedule B hereto.

ARTICLE TWO

Substituted Equipment Subject to Trust Agreement

The Equipment described in Schedule A hereto is hereby included as part of the Trust Equipment under the Trust Agreement and is and shall be subject to all the terms and

conditions of the Trust Agreement in all respects as though it had been part of the Trust Equipment specifically described in the Trust Agreement.

ARTICLE THREE

Concerning the Trustee

The Trustee accepts the provisions of this Fifth Supplemental Equipment Trust Agreement but only upon the terms and conditions set forth in the Trust Agreement as amended. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company. The Trustee makes no representations and shall have no responsibility as to the validity of this Fifth Supplemental Equipment Trust Agreement.

ARTICLE FOUR

Miscellaneous Provisions

Except as hereby expressly provided, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

This Fifth Supplemental Equipment Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Fifth Supplemental Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the date and year first above written.

Attest:

UNION TANK CAR COMPANY

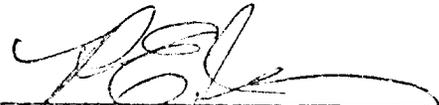

Assistant Secretary

By

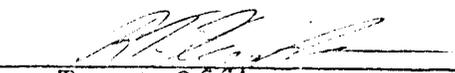

Vice President

Attest:

CITIBANK, N.A., as Trustee


Assistant Trust Officer

By


SENIOR Trust Officer

STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS

On the 24th day of September, 1976, before me personally came D. B. Romans, to me known, who, being by me duly sworn, did depose and say that he resides at 90 Half Day Road, Lincolnshire, Illinois; that he is a Vice President of UNION TANK CAR COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Kathleen L. Friday
Notary Public

Notary Public, State of Illinois

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

On the 15TH day of OCTOBER, 1976, before me personally came R. J. KROGER, to me known, who, being by me duly sworn, did depose and say that he resides at 66-31 74TH ST. MIDDLE VILLAGE N.Y. that he is a Trust Officer of CITIBANK, N.A., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by ~~order~~ of the Board of Directors of said corporation, and that he signed his name thereto by like ~~order~~ order.

John J. Byrnes Jr.
Notary Public

JOHN J. BYRNES JR.
Notary Public, State of New York
No. 30-4821100
Qualified in Nassau County
Cert. filed in New York County
Term Expires March 30, 1977

SCHEDULE A

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.E. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
1	TM	20,000	UTLX 71355
1	TM	20,000	UTLX 71357
1	TM	20,000	UTLX 71362
4	TM	20,000	UTLX 71365-71368
<u>7</u>			

SCHEDULE B

DESCRIPTION OF TRUST EQUIPMENT

Quantity	A.A.R. Mechanical Designation Code	Capacity in Gallons	Road Numbers
1	TP	33,800	UTLX 29248
1	TP	33,800	UTLX 29309
1	TP	33,800	UTLX 37675
1	TP	33,800	UTLX 37977
1	TM	30,000	UTLX 40871
1	TM	20,000	UTLX 46981
1	TM	20,000	UTLX 47955
1	TM	20,000	UTLX 47974
1	TM	20,000	UTLX 48069
1	TM	20,000	UTLX 58928
1	TMI	23,500	UTLX 75474
1	TMI	23,500	UTLX 75489
1	TMI	20,000	UTLX 78120
1	LO	3000 CUFT	UTLX 80326
<u>14</u>			