

PULLMAN TRANSPORT LEASING COMPANY
EQUIPMENT TRUST

Series 3

RECORDATION NO. _____ FILED _____

6643- C

MAY 10 1974 -2 50 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT NO. 2

Dated as of **March 18**, 1974

TO

EQUIPMENT TRUST AGREEMENT

Dated as of June 15, 1972

BY AND BETWEEN

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST

COMPANY OF CHICAGO,
Trustee

AND

PULLMAN TRANSPORT LEASING COMPANY

SUPPLEMENTAL AGREEMENT NO. 2 (the "Supplement") dated as of March 18, 1974, to EQUIPMENT TRUST AGREEMENT (the "Agreement") dated as of June 15, 1972, by and between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association incorporated and existing under the laws of the United States, as Trustee (the "Trustee"), and PULLMAN TRANSPORT LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

WHEREAS, in accordance with Section 5.08 of the Agreement the Company deposited cash with the Trustee on account of the equipment described in (2) below becoming worn out, unsuitable for use, lost or destroyed, and

WHEREAS, in accordance with Section 5.08 of the Agreement the Company wishes to sell, assign and transfer to the Trustee the equipment described in (1) below in exchange for payment by the Trustee of cash to the Company, and

WHEREAS, Section 12.01 of the Agreement authorizes the Company and the Trustee to enter into this Supplemental Agreement without the consent of the holders of the Equipment Trust Certificates issued under the Agreement;

NOW THEREFORE, it is hereby agreed that Schedule A to the Agreement is hereby amended to:

- (1) add to such Schedule A and subject to the terms of the Agreement the following described equipment:

<u>Quantity</u>	<u>Description</u>	<u>Car Number</u>
3	4427 cu.ft. 100-Ton Capacity Covered Hopper	RLDX 5456 - 5458

and

- (2) delete from such Schedule A and release from the terms of the Agreement the following described equipment:

<u>Quantity</u>	<u>Description</u>	<u>Car Number</u>
1	20,800 gal. Insulated Tank Car	TLDX 220004

Except as amended herein, the Agreement will continue in full force and effect.

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

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

BY 

Second Vice President

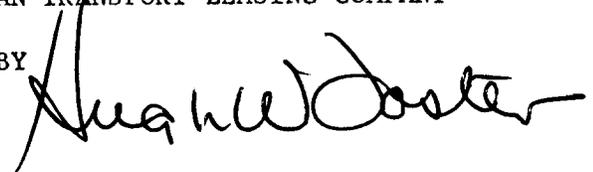
M. F. RYAN

(Corporate Seal)

Attest:


Trust Officer.

PULLMAN TRANSPORT LEASING COMPANY

BY 

Vice President

(Corporate Seal)


Secretary.

STATE OF ILLINOIS,)
COUNTY OF C O O K,) SS.:

On this 22nd day of March, 1974, before me personally came M. J. Kruger, to me known, who, being by me duly sworn, says that he resides at 4170 N. Marine Drive, that he is a Second Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

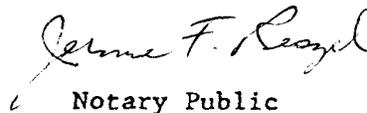

Notary Public

My Commission Expires NOVEMBER 16, 1977

(Notarial Seal)

STATE OF ILLINOIS,)
COUNTY OF C O O K,) SS.:

On this 18th day of March, 1974, before me personally came Hugh W. Foster, to me known, who, being by me duly sworn, says that he resides at Chicago, Illinois, that he is the Vice President of PULLMAN TRANSPORT LEASING 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.


Notary Public

My Commission Expires Feb. 24, 1973

(Notarial Seal)