

THIS SECOND SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated May 10, 1974, by and between UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, 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 July 1, 1970 (the "Trust Agreement"), providing for an issue of its 9-7/8% Equipment Trust Certificates due July 1, 1990 (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.

RECORDATION NO. 5781 Filed & Recorded

MAY 29 1974 -9 22 AM

INTERSTATE COMMERCE COMMISSION

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 Second Supplemental Equipment Trust Agreement but only upon the terms and conditions set forth in the Trust Agreement. 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 Second 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 Second 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.

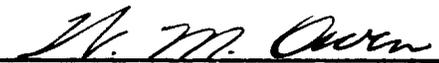
IN WITNESS WHEREOF, the Company and the Trustee have caused this Second Supplemental Equipment Trust Agreement to be duly executed by their respective officers thereunto duly

authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the date and year first above written.

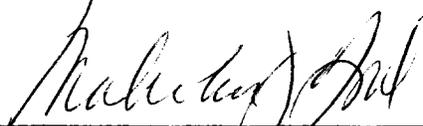
UNION TANK CAR COMPANY

By 
Vice President

Attest:


Assistant Secretary

UNITED STATES TRUST COMPANY
OF NEW YORK

By 
Vice President

Attest:


Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On the 10th day of May, 1974, before me personally came D. B. Romans, to me known, who, being by me duly sworn, did depose and say that he resides at 111 W. Jackson Boulevard, Chicago, 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.

Mary Jane Napoleon
Notary Public

My Commission Expires November 13, 1976

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

On the 15th day of May, 1974, before me personally came MALCOLM J. HOOD, to me known, who, being by me duly sworn, did depose and say that he resides at 6 ANGUS LANE WARREN N.J.; that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, 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.

James E. Logan
Notary Public

JAMES E. LOGAN
Notary Public, State of New York
No. 24-2393228
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1975

SERIES 6

SCHEDULE A

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	A. A. R. Mechanical Designation <u>Code</u>	<u>Capacity</u> <u>In Gallons</u>	<u>Road Numbers</u>
3	TM	23,000	58280-58282
6	TM	20,000	58402-58407
<u>1</u>	TM	23,500	74220
<u>10</u>			

SERIES 6

SCHEDULE B

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	A.A.R. Mechanical Designation <u>Code</u>	<u>Capacity In Gallons</u>	<u>Road Numbers</u>
1	TM	20,000	00540
1	TA	13,700	13010
1	TPI	26,700	30042
1	TM	20,400	48689
1	TM	20,400	48691
1	TMI	20,400	75180
1	TMI	13,300	75928
1	TMI	13,600	76301
1	TMI	13,300	76656
1	TMI	10,200	76914
1	TMI	20,400	77317
1	TMI	22,500	77503
<u>1</u>	TMI	22,500	77522
<u>13</u>			