

RECORDATION NO. 5800-A Filed & Recorded

AUG 27 1970 4:50 PM

SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

DATED AS OF AUGUST 21, 1970

AMENDING

RAILROAD EQUIPMENT LEASE

DATED AS OF AUGUST 11, 1970

BETWEEN

PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION)

Lessor

AND

TRAILER TRAIN COMPANY

Lessee

THIS SUPPLEMENTAL AGREEMENT dated as of August 21, 1970 between PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION), (hereinafter called the "Lessor") and TRAILER TRAIN COMPANY (hereinafter called the "Lessee");

WITNESSETH:

WHEREAS, the Lessor and Lessee have entered into a Railroad Equipment Lease dated as of August 11, 1970 (hereinafter called the "Lease"), which Lease was recorded with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act on August 19, 1970 at 1:45 P. M. and assigned Recordation No. 5800; and

WHEREAS, Lessor and Lessee desire to supplement and amend the Lease in certain respects, as hereinafter more fully described;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth the parties hereto do hereby agree as follows:

1. Sections 2 and 4 of Schedule A of the Railroad Equipment Lease dated August 11, 1970 as hereby amended by the deletion of (46) 89'4" standard flat cars, without components, except hydraulic draft gears and couplers, to be numbered 801378 to 801423, both inclusive, shall be purchased at \$17,600.00, each. The substitution of in place thereof (8) 89'4" standard flat cars, without components, except hydraulic draft gears and couplers, to be numbered 940604 to 940611, both inclusive, shall be purchased at \$16,319.00, each.

2. Lessee will, at its expense, upon execution and delivery of this Agreement, cause the same to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate

Commerce Act, as amended.

3. Except as Supplemented and amended by this Supplemental Agreement, the lease shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed by duly elected and authorized officers, pursuant to lawful authority, all as of the day, month and year first hereinbefore written.

ATTEST:

William C. Edwards
Assistant Secretary

BY:

PULLMAN INCORPORATED
(PULLMAN STANDARD DIVISION)
Stewart D. Brown
VICE PRESIDENT

ATTEST:

A. F. Hunter
ASSISTANT SECRETARY

BY:

TRAILER TRAIN COMPANY
John H. Cramer
COMPTROLLER

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 20th day of August, 1940 before me personally appeared Stanley Brown, to me personally known, who, being by me duly sworn, says that he is Vice President of Pullman Incorporated (Pullman-Standard Division), that the seal 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.

Agnes M. Brown
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA) ss.

On this *24th* day of *August*, 1970, before me personally appeared, **John H. Graemer**, to me personally known, who, being by me duly sworn, says that he is **COMPTROLLER** of Trailer Train Company, that the seal 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.



WILLIAM J. O'NEILL

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires June 26, 1972

CERTIFICATE OF ACCEPTANCE
UNDER RAILROAD EQUIPMENT LEASE

TO: PULLMAN INCORPORATED

I, duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Lessee"), for the purpose of the Railroad Equipment Lease dated August 11, 1970, amended August 21, 1970, between you, as Manufacturer and the Lessee do hereby certify that I have inspected, received, approved and accepted delivery on behalf of the Lessee and under said Railroad Equipment Lease of the following units of railroad equipment:

Type of Cars:

Place Accepted:

Date Accepted:

Number of Units:

Numbered:

I do further certify that the foregoing cars are in good order and condition and conform to the specifications applicable thereto, and to all applicable Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads.

The execution of this certificate will in no way relieve the Manufacturer or decrease his responsibility to produce and deliver the railroad equipment indicated above in accordance with the terms of the Purchase Agreement, be of good workmanship, constructed with quality materials, and be free of defects.

Inspector and Authorized
Representative of
TRAILER TRAIN COMPANY

SPECIAL CERTIFICATE

TO: TRAILER TRAIN COMPANY

I, duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Company"), do hereby certify that I have inspected the following described flat cars at the time and place of their acceptance on behalf of the Company under the terms of a Railroad Equipment Lease dated August 11, 1970, amended August 21, 1970, between PULLMAN INCORPORATED and the Company:

Type of Cars:

Number of Units:

Place Accepted:

Date Accepted:

Numbered:

I do further certify that there was plainly, distinctly, permanently and conspicuously marked by stencilling on each side of each unit at the time of its acceptance, in letters not less than one inch in height, the following legend:

"MANUFACTURERS HANOVER TRUST COMPANY,
NEW YORK, NEW YORK, TRUSTEE, OWNER"

Inspector and Authorized
Representative of
TRAILER TRAIN COMPANY