

SEP - 4 1979 - 2 05 PM

No. 9-2074-73
Date SEP 4 1979
Fee \$ 10.00
INTERSTATE COMMERCE COMMISSION
200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7049
Telex 25-4036

Pullman Incorporated

ICC Washington, D. C.

William O. Eldridge
Attorney

August 29, 1979

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Filing
Pullman Leasing Company
Supplemental Agreement No. 7
Equipment Trust Agreement
Dated as of June 15, 1972
(Series 3)

Dear Mr. Secretary:

Enclosed for recording under Section 49 U.S.C. 11303 are executed counterparts Numbers 1, 2 and 3 of the Supplemental Agreement No. 7, (hereinafter referred to as the "Supplement"), dated as of January 1, 1979, to the Equipment Trust Agreement, (hereinafter referred to as the "Agreement"), dated as of June 15, 1972 between Continental Illinois National Bank of Chicago, as Trustee, 231 South LaSalle Street, Chicago, Illinois 60693, and Pullman Transport Leasing Company (presently known as Pullman Leasing Company), 200 South Michigan Avenue, Chicago, Illinois 60604. The Agreement was filed with the Commission on June 26, 1972, and was assigned Recordation Number 6643. Supplemental Agreement No. 1 dated as of August 8, 1972, was filed with the Commission on August 15, 1972, and was assigned Recordation Number 6643-A. Supplemental Agreement No. 2 dated as of September 26, 1972, was filed with the Commission and was assigned Recordation Number 6643-B. Supplemental Agreement No. 3 dated as of May 22, 1973, was filed with the Commission on June 26, 1973, and was assigned Recordation Number 6643-C. Supplemental Agreement No. 4 dated as of August 15, 1973, was filed with the Commission on September 26, 1973, and was assigned Recordation Number 6643-D. Supplemental Agreement No. 2 dated as of March 18, 1974, was filed with the Commission on May 10, 1974, and was assigned Recordation Number 6643-E. Supplemental Agreement No. 3 dated as of August 15, 1974, was filed with the Commission on September 23, 1974, and was assigned Recordation Number 7010-A. Obviously,

Counterpart - Mary K. Fundergan

Pullman Incorporated

Secretary
Interstate Commerce Commission
Page 2.

this should have been assigned Recordation Number 6643-F. Recordation Number 7010 was assigned to Equipment Trust Agreement dated as of April 1, 1973, (Series 4) between The Chase Manhattan Bank, as Trustee, and Pullman Transport Leasing Company. Supplemental Agreement No. 4 dated as of December 1, 1975, was filed with the Commission on December 19, 1975, and was assigned Recordation Number 6643-F. Supplemental Agreement No. 5 dated as of January 16, 1976, was filed with the Commission on July 12, 1976, and was assigned Recordation Number 6643-G. Supplemental Agreement No. 6 dated as of November 1, 1977, was filed with the Commission on March 9, 1978, and was assigned Recordation Number 6643-H.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Pullman Transport Leasing Company.

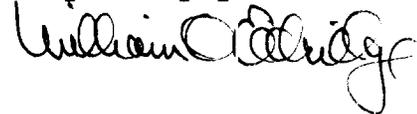
The Supplement was entered into by Pullman Leasing Company and the Trustee for the purpose of deleting from the Agreement units of the Trust Equipment which have become worn out, unsuitable for use, lost or destroyed and to substitute therefor other units of Equipment.

I am also enclosing a Pullman Leasing Company check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please file two of the enclosed counterparts for record in your office and return the remaining copy, together with the Certificate of Recording, to the messenger making the delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,



WOE:hla
Enclosures

9/4/79

Interstate Commerce Commission
Washington, D.C. 20423

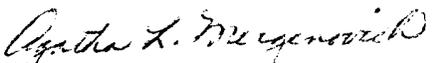
OFFICE OF THE SECRETARY

William O. Eldridge
Pullman Incorporated
200 South Michigan Ave
Chicago, Illinois 60604

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/4/79 at 2:05pm, and assigned re-
recording number(s). 6643-I

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 66413-1 Filed 1425

SEP - 4 1979 - 2 05 PM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS
COUNTERPART NO. 1

PULLMAN TRANSPORT LEASING COMPANY
EQUIPMENT TRUST
(Series 3)

SUPPLEMENTAL AGREEMENT NO. 7

Dated as of January 1, 1979

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
(Presently known as Pullman Leasing Company)

- SUPPLEMENTAL AGREEMENT NO. 7

EQUIPMENT TRUST AGREEMENT

DATED AS OF June 15, 1972

(Series 3)

This Supplemental Agreement, (hereinafter called the "Supplemental Agreement"), dated as of January 1, 1979, 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, (hereinafter called the "Trustee"), and Pullman Leasing Company, formerly known as Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the "Company").

WHEREAS, the Trustee, and the Company entered into an Equipment Trust Agreement dated as of June 15, 1972, and have heretofore amended such Equipment Trust Agreement, (which Equipment Trust Agreement as so amended is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agree-

ment or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Trustee and the Company heretofore have entered into Supplemental Agreement No. 1 dated as of August 18, 1972; Supplemental Agreement No. 2 dated as of September 26, 1972; Supplemental Agreement No. 3 dated as of May 22, 1973; Supplemental Agreement No. 4 dated as of August 15, 1973; Supplemental Agreement No. 2 dated as of March 18, 1974; Supplemental Agreement No. 3 dated as of August 15, 1974; Supplemental Agreement No. 4 dated as of December 1, 1975; Supplemental Agreement No. 5 dated as of January 16, 1976; and Supplemental Agreement No. 6 dated as of November 1, 1977; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since November 1, 1977. Each of such units of Trust Equipment are hereby deleted from Schedule A to the Equipment Trust Agreement.

2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

In Witness Whereof, the Trustee and the Company have caused their names to be signed hereto 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 above written.

Attest:

Continental Illinois National Bank
and Trust Company of Chicago, as
Trustee

J. J. Powell
J. J. POWELL

BY *M. J. Kruger*
VICE PRESIDENT M. J. Kruger

Attest:

Pullman Leasing Company

James F. Reigel
Assistant Secretary

BY *Dugald D. [unclear]* - OK
President Woz

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen E. Helman , a Notary Public in and for such County and State, do hereby certify that Hugh W. Foster, personally known to me to be President of Pullman Leasing Company, a Delaware corporation, and Jerome F. Reszel, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of March , 1979.

Kathleen E. Helman
Notary Public

My commission expires: December 21, 1982

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, ~~Hazel Ivaz~~ , a Notary Public in and for such County and State, do hereby certify that ~~M. J. Kruger~~ VICE PRESIDENT of Continental Illinois National Bank and Trust Company of Chicago and ~~J. J. POWELL~~ TRUST OFFICER of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as _____ and _____ of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of March , 1979.

Hazel Ivaz
Notary Public

My Commission Expires December 9, 1981

SCHEDULE A
 EQUIPMENT TRUST AGREEMENT
 DATED AS OF June 15, 1972
 (Series 3)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
4	4740 Cu. Ft. Cap. 100-Ton Covered Hopper Car	KCS 303739 TLGX 31177, 31189, 31205	\$42,965.44	6/71
2	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Car	KCS 304263, 304468	26,144.46	3/72
$\frac{1}{7}$	5820 Cu. Ft. Cap. 100-Ton Covered Hopper Car	PTLX 41181	<u>17,276.78</u> \$86,386.68	3/72

SCHEDULE B
 EQUIPMENT TRUST AGREEMENT
 DATED AS OF June 15, 1972
 (Series 3)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
3	23,500 Gal. Coiled and Insulated Tank Car	PTLX 223819, 223820, 223821	\$114,098.58	\$100,406.76	5/75