

Pullman Incorporated

RECEIVED

MAR 9 3 01 PM '78
200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7049
Telex 25-4036

CERTIFICATION UNIT

RECORDATION NO. 5889 - *f* Filed & Recorded

MAR 9 1978 - 3 12 PM

March 7, 1978

INTERSTATE COMMERCE COMMISSION

William O. Eldridge
Attorney

8-068A140

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Section 20c Filing
Pullman Transport Leasing Company
Supplemental Agreement No. 5
Equipment Trust Agreement
Dated as of December 15, 1970
(Series 2)

MAR 9 1978
Date
Doc # 10
ICC Washington, D. C.

Dear Mr. Secretary:

Enclosed for recording under Section 20c of the Interstate Commerce Act are executed counterparts Numbers 2, 3 and 4 of the Supplemental Agreement No. 5, (hereinafter referred to as the "Supplement"), dated as of November 1, 1977, to the Equipment Trust Agreement, (hereinafter referred to as the "Agreement"), dated as of December 15, 1970, between First National City Bank (presently known as Citibank, N.A.), as Trustee, 111 Wall Street, New York, New York 10015, 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 December 8, 1970, and was assigned Recordation Number 5889. Supplemental Agreement No. 1 dated as of June 15, 1973, was filed with the Commission and was assigned Recordation Number 5889-B, Supplemental Agreement No. 2 dated as of March 18, 1974, was filed with the Commission on May 19, 1974, and was assigned Recordation Number 5889-C. Supplemental Agreement No. 3 dated as of December 1, 1975, was filed with the Commission on December 19, 1975, and was assigned Recordation Number 5889-D. Supplemental Agreement No. 4 dated as of December 17, 1975, was filed with the Commission on July 12, 1976, and was assigned Recordation Number 5889-E.

*Counterparts
Sign for 5 Copies
Mary K. Lundberg*

Secretary
Interstate Commerce Commission
Page No. Two

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 since December 1, 1975, 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 20c of the Interstate Commerce Act, please duly 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 this delivery.

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

Very truly yours,



WOE/tb

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

3/9/78

OFFICE OF THE SECRETARY

William O. Eldridge, Atty
Pullman Incorp.
200 South Michigan Avenue
Chicago, Illinois 60604

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 3/9/78 at 3:10pm ,

and assigned recordation number(s) 5889-F, 5770-G, 6643-H, 7010-E, 7454D

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 3889 Filed & Recorded
MAR 9 1978 - 3 12 PM
INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS
COUNTERPART NO. 4

PULLMAN TRANSPORT LEASING COMPANY
EQUIPMENT TRUST
(Series 2)

SUPPLEMENTAL AGREEMENT NO. 5
Dated as of November 1, 1977

TO

Equipment Trust Agreement
Dated as of December 15, 1970

BY AND BETWEEN

First National City Bank
Trustee

AND

Pullman Transport Leasing Company

SUPPLEMENTAL AGREEMENT NO. 5

EQUIPMENT TRUST AGREEMENT

DATED AS OF DECEMBER 15, 1970

(Series 2)

This Supplemental Agreement, (hereinafter called the "Supplemental Agreement"), dated as of November 1, 1977, by and between Citibank, N.A, formerly known as First National City Bank, 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, as Trustee, and the Company entered into an Equipment Trust Agreement dated as of December 15, 1970, 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 June 15, 1973; Supplemental Agreement No. 2 dated as of March 18, 1974; Supplemental Agreement No. 3 dated as of December 1, 1975; and Supplemental Agreement No. 4 dated as of December 17, 1975; 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 December 1, 1975. Each of such units of Trust Equipment are hereby deleted from Schedule A to the Equipment Trust Agreement.

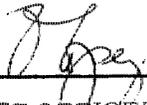
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such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

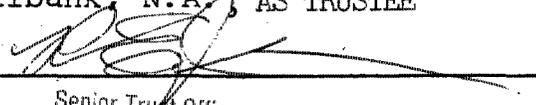
officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:



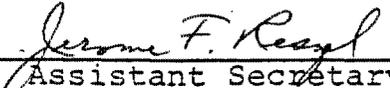
TRUST OFFICER

Citibank, N.A. AS TRUSTEE

By 

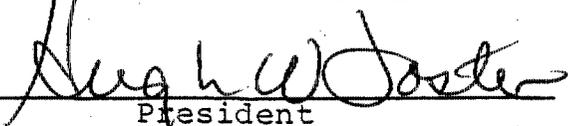
Senior Trust Officer

Attest:



Assistant Secretary

Pullman Leasing Company

By 

President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Elizabeth Cameron, 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 1st day of November, 1977.

Elizabeth Cameron
Notary Public

My commission expires: May 1, 1979

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

I, ALICE H. SHAW, a Notary Public in and for such County and State, do hereby certify that RALPH E. JOHNSON, personally known to me to be a Senior Trust Officer of CITIBANK, N.A. and V. LOPEZ, personally known to me to be a 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 Senior Trust Officer and TRUST OFFICER 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 18th day of NOVEMBER, 1977.

Alice H. Shaw
Notary Public

My commission expires: ALICE H. SHAW
Notary Public, State of New York
No. 24-4646218
Qualified in Kings County
Term Expires March 30, 1979

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF DECEMBER 15, 1970
(Series 2)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
6	4427 Cu. Ft. Cap. 100 Ton Covered Hopper Car	TLCX 19054 TTDX6479-6481; 6483; 6484	\$ 6,128.87 \$ 38,559.29	7/64 4/67
29	4740 Cu. Ft. Cap. 100 Ton Covered Hopper Car	TLCX 30150; 30152; 30158 TLCX 30399; 30778; 39040 TLCX 30663 TLCX 30421; 30810; 30941 TLCX 31060 MTIW 100047; 100070; 100119; 100123; 100168; 100252; 100273; 100281; 100284; 100285; 100303; 100346 MTIW 100394 MTIW 100412; 100417; 100454; 100458; 100472	\$ 30,438.63 \$ 34,368.06 \$ 10,790.83 \$ 32,466.54 \$ 11,195.31 \$130,827.18 \$ 10,735.80 \$ 53,684.00	6/70 7/70 9/70 10/70 12/70 7/70 8/70 9/70
1	5650 Cu. Ft. Cap. 100 Ton Covered Hopper Car	TLCX 38536	\$ 17,587.11	10/71
1	23,500 Gal. Coiled and Insulated Tank Car	TTDX 223098	\$ 17,895.58	8/70
<u>37</u>			<u>\$394,678.20</u>	

SCHEDULE B
 EQUIPMENT TRUST AGREEMENT
 DATED AS OF DECEMBER 15, 1970
 (Series 2)

<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>
7	20,800 Gal. Non Insulated Tank Car	PTX 120262; 120263; 120274-120278	\$187,736.70	\$ 176,215.46	12/74
8	23,500 Gal. Coiled and Insulated Tank Car	PTLX 223716-223723	\$256,795.52	233,683.92	12/74
<u>15</u>			<u>\$444,532.22</u>	<u>\$ 409,899.38</u>	