

SEP - 4 1979 - 2 05 PM

INTERSTATE COMMERCE COMMISSION

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7049
Telex 25-4036

Pullman Incorporated

NO. 9-247A027
Date **SEP 4 1979**
Fee \$ 10.00

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. 3
Equipment Trust Agreement
Dated as of June 15, 1976
(Series 6)

RECEIVED
SEP 4 1 29 PM '79
J. O. O.
FEE OPERATION BR.

Dear Mr. Secretary:

Enclosed for recording under Section 49 U.S.C. 11303 are executed counterparts Number 2, 3 and 4 of the Supplemental Agreement No. 3, (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, 1976 between The First National Bank of Chicago, as Trustee, One First National Plaza, Chicago, Illinois, 60670, 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 20, 1975 and was assigned Recordation Number 7970. Supplemental Agreement No. 1 dated as of January 20, 1976, was filed with the Commission on July 12, 1976, and was assigned Recordation No. 7970-A. Supplemental Agreement No. 2 dated as of June 15, 1976, was filed with the Commission on September 27, 1976, and was assigned Recordation Number 7970-B.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Pullman Leasing Company, formerly known as 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

Mary K. Henderson

Pullman Incorporated

August 29, 1979

Secretary
Interstate Commerce Commission
Page 2.

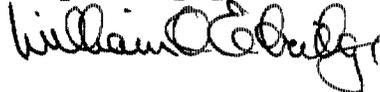
units of Equipment.

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 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 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

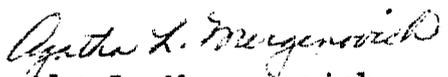
OFFICE OF THE SECRETARY

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). 7970-C

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 7970-C Filed 1425

SEP - 4 1979 - 2 05 PM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 2

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 6)

SUPPLEMENTAL AGREEMENT NO. 3

Dated as of January 1, 1979

TO

Equipment Trust Agreement

Dated as of June 15, 1975

BY AND BETWEEN

The First National Bank of Chicago
Trustee

AND

Pullman Transport Leasing Company
(Presently known as Pullman Leasing Company)

- SUPPLEMENTAL AGREEMENT NO. 2

EQUIPMENT TRUST AGREEMENT

DATED AS OF June 15, 1975

(Series 6)

This Supplemental Agreement, (hereinafter called the "Supplemental Agreement"), dated as of January 1, 1979 , by and between The First National Bank 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, 1975 , 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 of the Equipment Trust Agreement, the Trustee and the Company heretofore have entered into Supplemental Agreement No. 1 dated as of January 20, 1976; and Supplemental Agreement No. 2 dated as of June 15, 1976; 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 June 15, 1976. Each of such units of Trust Equipment are hereby deleted from Schedule A to the Equipment Trust Agreement.

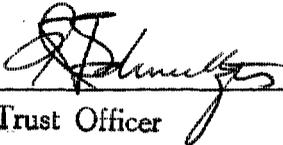
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such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

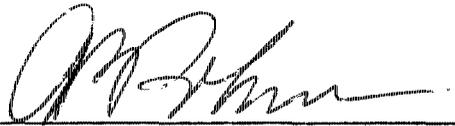
3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

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:

The First National Bank of Chicago

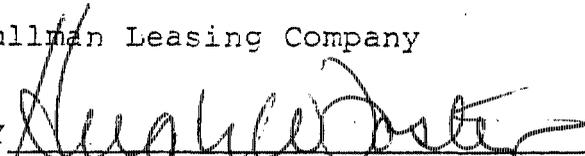

Trust Officer

BY 
Vice President

Attest:

Pullman Leasing Company


Assistant Secretary

BY 
President

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, **C. Szarzynski**, a Notary Public in and for such County and State, do hereby certify that **A. R. BOHM**, personally known to me to be **Vice President** of The First National Bank of Chicago and **J. H. Schmeltzer**, personally known to me to be **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 **Vice President** 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 *11th* day of *July*, 1979.

C. Szarzynski
Notary Public

MY COMMISSION EXPIRES NOV. 23, 1981

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF June 15, 1975
(Series 6)

Quantity	Description	Car Numbers	Fair Value*	Equipment first put into use not later than
6	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Car	PTLX 14337, 14347, 14357, 14377, 14378, 14379	\$ 144,495.06	6/74
17	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Car	PTLX 14429, 14489, 14494, 14504, 14515, 14517, 14528, 14541, 14544, 14561, 14568, 14569, 14577, 14586, 14604, 14670, 14681	409,402.67	5/74
2	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Car	PTLX 14741, 14878	48,165.02	7/74
1	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Car	PTLX 14895	24,082.51	8/74
1	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Car	PTLX 14949	24,082.51	9/74
2	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Car	PTLX 15603, 15738	50,808.22	10/74
1	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Car	PTLX 34505	24,082.51	5/74
1	5820 Cu. Ft. Cap. 100-Ton Covered Hopper Car	PTLX 42380	30,533.18	3/74
<u>31</u>			<u>\$ 755,651.68</u>	

*The fair value of the Trust Equipment which is set forth below is the actual fair value thereof which is greater than the cost thereof certified to the Trustee less an amount equal to 4.5% of such cost for each full period of one year elapsed between the date such unit was first put in use as certified to the Trustee and the date as of which fair value is to be determined.

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1975
(Series 6)

<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	PTLX 223734-223736, both inclusive	\$ 96,394.32	\$ 88,000.00	1/75
14	Car 23,500 Gal., Coiled and Insulated Tank	PTLX 223788-223801, both inclusive	533,752.21	468,300.73	4/75
6	Car 23,500 Gal., Coiled and Insulated Tank	PTLX 223826-223831, both inclusive	226,650.46	199,452.40	5/75
<u>23</u>			<u>\$ 856,796.99</u>	<u>\$ 755,753.13</u>	

*The fair value of the Equipment which is set forth below is the value thereof as of the date of the transfer thereof to the Trustee as determined in accordance with the Code of Rules Governing the Condition of and Repairs to Freight and Passenger Cars for the Interchange of Traffic, adopted by the Association of American Railroads, Operations and Maintenance Department, Mechanical Division, as in effect at the time in question which is equal to (i) the depreciated book value on the books of Pullman Leasing Company, as of the date of transfer thereof to the Trustee and (ii) the cost thereof, less an amount equal to 3.6% of such cost for each full period of one year elapsed between the date such unit was first put in use, and the date of the transfer thereof to the Trustee and which is less than the actual fair value thereof to Pullman Leasing Company.