

**Union Tank Car Company**

An Affiliate of  
Trans Union Corporation



90 Half Day Road  
Lincolnshire, Illinois 60015

Direct Tel No

Law Department

6814-RR August 2, 1978

RECEIVED

AUG 20 11 32 AM '76

I.C.C.  
FEE OPERATION BR.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Sir:

We transmit to you herewith by certified mail for recordation, pursuant to Section 20c of the Interstate Commerce Act, an original and two certified counterparts of a Fifth Supplemental Equipment Trust Agreement dated as of August 2, 1976, between Union Tank Car Company, 111 West Jackson Boulevard, Chicago, Illinois, 60604, (the "Company") and The First National Bank of Chicago, One 1st National Plaza, Chicago, Illinois 60670, as Trustee.

The said Fifth Supplemental Equipment Trust Agreement amends and should be recorded as a supplement to the Equipment Trust Agreement dated as of September 15, 1972, which was recorded with your office on November 27, 1972, and assigned recordation number 6814. We enclose herewith check in the amount of \$10 payable to the Interstate Commerce Commission to cover the recordation fee.

Please return the original copy of the Fifth Supplemental Equipment Trust Agreement to Union Tank Car Company at the above address, attention of the undersigned.

Very truly yours,

UNION TANK CAR COMPANY

By William B. Moore  
William B. Moore

jk  
Encls.

6-23-76  
AUG 20 1976  
CC Washington, D.C.

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

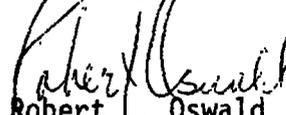
8/20/76

William E. Moore  
Union Tank Car Company  
111 West Jackson Blvd.  
Chicago, Illinois 60604

Dear Sir:

The enclosed document was recorded pursuant to the provisions  
of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on 8/20/76  
at 11:35am, and assigned recordation number 6814-RR

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure

SE-39  
(2/75)



UNION TANK CAR COMPANY  
EQUIPMENT TRUST  
(Series C)

THIS FIFTH SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated as of August 2, 1976, by and between THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, as Trustee (the "Trustee"), and UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of September 15, 1972, as supplemented (the "Trust Agreement"), providing for an issue of its Equipment Trust Notes (Series C) (the "Notes"), in an aggregate principal amount not to exceed \$60,000,000 at any time outstanding, of which Notes in the aggregate principal amount of \$18,162,080 are outstanding as of the date hereof; and

WHEREAS, the Company deems it necessary, desirable, and appropriate to amend certain provisions of the Trust Agreement and to modify the rights of the holders of the Notes issued under the Trust Agreement so as to change the maturity date of the Notes presently outstanding and hereafter issued under the Trust Agreement; and

WHEREAS, the Company has filed with the Trustee a Request for an amendment to the Trust Agreement to the foregoing effect, a certified copy of resolutions adopted by the Board of Directors of the Company authorizing the execution and delivery of this Fifth Supplemental Equipment Trust Agreement, and evidence of the consent thereto by the holder of 100% in principal amount of the outstanding Notes;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable considerations, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders from time to time of the Notes, as follows:

ARTICLE ONE.

Extension of Maturity Date

The date "September 15, 1976", wherever it appears in the Trust Agreement, is hereby amended to read "September 15, 1978".

ARTICLE TWO

Amendment of Outstanding Notes

Each of the Notes evidencing the indebtedness presently outstanding under the Trust Agreement shall be deemed to be amended so that the maturity date thereof shall read "September 15, 1978".

ARTICLE THREE

Issuance of Replacement Notes

The holders of Notes heretofore issued and presently outstanding under the Trust Agreement may but shall not be required to surrender such Notes to the Trustee for the purpose of exchanging such Notes for a new Note or Notes containing the amended maturity date herein provided.

ARTICLE FOUR

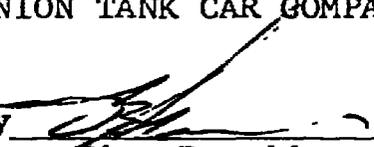
Miscellaneous Provisions

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.

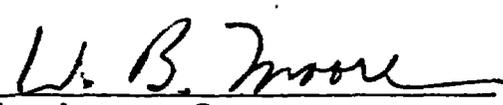
This Fifth Supplemental Equipment Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Fifth 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 year and year first above written.

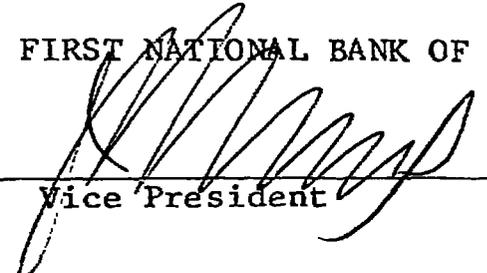
UNION TANK CAR COMPANY

By   
Vice President

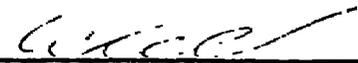
ATTEST:

  
Assistant Secretary

THE FIRST NATIONAL BANK OF CHICAGO

By   
Vice President

ATTEST:

  
\_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF C O O K ) ss.:

On this 2nd day of August , 1976, before me personally appeared D. B. Romans, to me personally known, who, being by me duly sworn, says that he is a Vice President of UNION TANK CAR COMPANY, a Delaware corporation, that one of the seals 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.

My Commission expires:  
[Notarial Seal] *July 19, 1980*

*Helena Jay Krug*  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF C O O K ) ss.:

On this 2nd day of August 1976, before me personally appeared J. R. Grimes, to me personally known, who being by me duly sworn, says that he is a Vice President of THE FIRST NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank, that said instrument was signed and sealed on behalf of said Bank 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 Bank.

My Commission expires: *9-17-79*  
[Notarial Seal]

*J. Brand*  
\_\_\_\_\_  
Notary Public