

No cer #5

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF LAKE    )

RECORDATION NO. 7738 - A Filed & Recorded

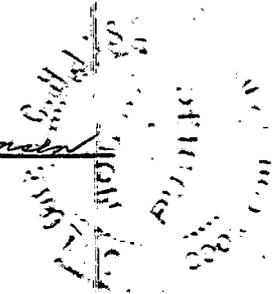
JUN 17 1975 - 9 10 AM

C E R T I F I C A T E INTERSTATE COMMERCE COMMISSION

The undersigned, Dolores C. Hansen, a Notary Public in and for said County, states that she compared the attached copy of the First Supplemental Equipment Trust Agreement dated the 22nd day of May, 1975, with the original document, and certifies that it is a true and correct copy in all respects.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and notarial seal this 13th day of June, 1975.

Dolores C. Hansen  
Notary Public



THIS FIRST SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated as of May 22, 1975, by and between UNION TANK CAR COMPANY, a Delaware corporation and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, as Trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, Union Tank Car Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of December 15, 1974 (the "Trust Agreement"), providing for an issue of its Equipment Trust Certificates (Series 11) (the "Trust Certificates"), in the aggregate principal amount of \$40,000,000;

WHEREAS, Section 12.01(c) of the Trust Agreement provides that without the consent of the holders of any Trust Certificates, the Company may enter into agreements with the Trustee supplemental thereto for the purpose of curing any ambiguity or correcting any provision which may be incorrect and inconsistent with any other provision thereof;

WHEREAS, Section 5.04 of the Trust Agreement provides in part as follows:

"Notwithstanding the provisions of subparagraph (4) above, the Company may, at its option, in lieu of making all or any part of any rental payment provided for in said subparagraph (4) in cash, credit, pursuant to a Request delivered on or before the October 15 next preceding the December 15 on which such rental payment is due, against such rental payment any Sinking Fund Certificates specified in such Request (not theretofore credited) retired otherwise than as provided in Section 3.01. The Company shall, prior to the November 1 of the year immediately preceding the year in which such rental payment is due, deliver to the Trustee for cancellation (if not theretofore delivered to the Trustee), all such Sinking Fund Certificates"; and

WHEREAS, the second sentence quoted in the preceding paragraph is incorrect and inconsistent with the first sentence quoted, and the Company and the Trustee desire to eliminate such inconsistency by deleting said second sentence (hereinafter referred to as the "Original Provision") and replacing it with

the following provision (hereinafter referred to as the "Corrected Provision"):

"The Company shall, prior to the November 1 next preceding the December 15 on which such rental payment is due, deliver to the Trustee for cancellation (if not theretofore delivered to the Trustee), all such Sinking Fund Certificates";

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, the Company covenants and agrees with the Trustee as follows:

#### ARTICLE ONE

##### Correction of Inconsistent Provision

The Original Provision is hereby deleted from the Trust Agreement and, in lieu thereof, the Corrected Provision is hereby included in and made a part of the Trust Agreement.

#### ARTICLE TWO

##### Concerning the Trustee

The Trustee accepts the provisions of this Supplemental Agreement but only upon the terms and conditions set forth in the Trust Agreement as amended. The Trustee makes no representation and shall have no responsibility as to the validity of this Supplemental Agreement.

#### ARTICLE THREE

##### Miscellaneous

Except as herein expressly provided, the Trust Agreement is in all respect ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

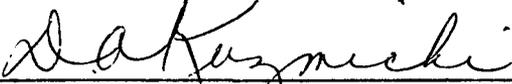
This Supplemental Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

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

UNION TANK CAR COMPANY

By   
\_\_\_\_\_  
Vice President

Attest:

  
\_\_\_\_\_  
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, Trustee

By   
\_\_\_\_\_  
R. J. Crooks  
Trust Officer

Attest:

  
\_\_\_\_\_  
Thomas R. Bowen  
Assistant Secretary

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF LAKE )

On the 22nd day of May, 1975, before me personally came D. B. Romans, to me known, who, being by me duly sworn, did depose and say that he resides at Lake Forest, Illinois; that he is a Vice President of UNION TANK CAR COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

  
Notary Public

My Commission Expires July 10, 1976

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On the 4<sup>th</sup> day of June, 1975, before me personally came R. J. Crooks, to me known, who being by me duly sworn, did depose and say that he resides at 235 Lincoln Place Brooklyn, New York 11217; that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

  
Notary Public

FAITH GAUSMAN  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 31-4511940  
Qualified in New York County  
Commission Expires March 30, 1977