



Pullman Leasing Company

5770-*S*
Filing 1425

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

DEC 29 1981 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

December 18, 1981

Secretary
Interstate Commerce Commission
12th & Constitution
Room 2303
Washington, D.C. 20423

1-363A014

Re: Filing
Supplemental Agreement
Dated as of May 15, 1981
Equipment Trust Agreement
Dated as of June 15, 1970
(Series 1)

No.

DEC 29 1981

Date

See S ... *10.00*

Washington, D. C.

Dear Mr. Secretary:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement (hereinafter referred to as the "Supplement") dated as of November 1, 1981 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of June 15, 1970 between First National City Bank, as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on June 29, 1970 and was assigned Recordation Number 5770.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement dated as of May 15, 1981 was filed with the Commission on August 6, 1981 and was assigned Recordation Number 5770-K.

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

The Supplement was entered into by Pullman Leasing Company, Pullman Rail Leasing Inc. and the Trustee for the purpose of deleting from the Agreement one unit of Trust Equipment and of substituting therefor another unit of equipment.

William P. McMan
William P. McMan

Interstate Commerce Commission
Washington, D.C. 20423

12/29/81

OFFICE OF THE SECRETARY

William O. Eldridge, Atty.
Pullman Leasing Company
200 S. Michigan Avenue
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 **12/29/81** at **10:35am**, and assigned re-
recording number(s). **5770-L & 5889-L**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

DEC 29 1981 - 9 35 AM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 2

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 1)

SUPPLEMENTAL AGREEMENT NO. 11

Dated as of November 1, 1981

TO

EQUIPMENT TRUST AGREEMENT

Dated as of June 15, 1970

BY AND BETWEEN

First National City Bank
(Presently known as Citibank, N.A.)
Trustee

AND

Pullman Transport Leasing Company
(Presently known as Pullman Rail Leasing Inc.)

SUPPLEMENTAL AGREEMENT NO. 11

EQUIPMENT TRUST AGREEMENT

DATED AS OF JUNE 15, 1970

(Series 1)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of November 1, 1981 by and between Citibank, N.A., a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), Pullman Rail Leasing Inc., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company") and Pullman Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "PLC").

WHEREAS, the Trustee and the Company, originally Pullman Transport Leasing Company, entered into an Equipment Trust Agreement, dated as of June 15, 1970 and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, the Company and PLC entered into a Supplemental Agreement dated as of February 26, 1981 whereby PLC assumed as primary obligor, jointly and severally with the Company, pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, the Trustee, the Company and PLC entered into Supplemental Agreement No. 10 dated as of May 15, 1981 whereby several units of the Trust Equipment listed on Schedule A to such Supplemental Agreement were deleted from Schedule A to the Equipment Trust Agreement and several units of Equipment listed on Schedule B to the Equipment Trust Agreement were substituted for the units of Trust Equipment listed on Schedule A thereto; and

WHEREAS, one of the units of Equipment listed on Schedule B to Supplemental Agreement No. 10 which was first put into use not later than October, 1979, was erroneously listed as Car Number PLCX 223998 instead of Car Number PLCX 224000 and the Trustee, the Company and PLC wish to correct such error at this time.

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

1. Car Number PLCX 223998 is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Car Number PLCX 224000 is to be conveyed by the Company to the Trustee in substitution for Car Number PLCX 223998. Upon such conveyance by the Company, such unit of Equipment shall be substituted for Car Number PLCX 223998 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, the Company and PLC 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:

Citibank, N.A., as Trustee


Trust Officer

BY 
Senior Trust Officer

Attest:

Pullman Leasing Company


Assistant Secretary

BY 
Vice President

Attest:

Pullman Rail Leasing Inc.

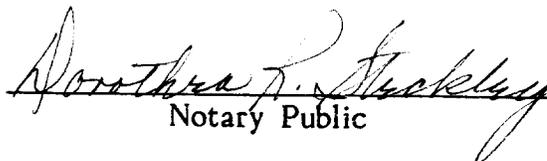

Assistant Secretary

BY 
Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Dorothea R. Steckley, a Notary Public in and for such County and State, do hereby certify that E. J. Whalen, personally known to me to be a Vice President of Pullman Leasing Company and of Pullman Rail Leasing Inc., Delaware corporations, and S. T. Boustead, personally known to me to be an Assistant Secretary of said corporations, 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 Assistant Secretary of said corporations and caused the corporate seals of said corporations to be affixed thereto, pursuant to authority given by the Boards of Directors of said corporations, as their free and voluntary act and as the free and voluntary act and deed of said corporations, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of November, 1981.


Notary Public

My commission expires February 25, 1984.

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

I, DANIEL C. BROWN, JR., a Notary Public in and for such county and state, do hereby certify that RALPH E. JOHNSON, personally known to me to be Senior Trust Officer of Citibank, N.A., and ENZO L. CARLONCI, 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 _____ 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 8th day of DECEMBER 1981.

DANIEL C. BROWN, JR.
Notary Public, State of New York
No. 41-4644153
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1983


Notary Public

2.

I am also enclosing a 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 one of the enclosed counterparts for record in your office and return the remaining copies, 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,



William O. Eldridge
Attorney

WOE:L
Enc.