

# Pullman Leasing Company

200 South Michigan Avenue  
Chicago, Illinois 60604  
(312) 322-7050

RECORDATION NO. 6643-N Filed 1425

**Warren G. Andersen**  
Vice President  
and General Counsel

**AUG 11 1983** - II 05 AM

INTERSTATE COMMERCE COMMISSION August 10, 1983

Interstate Commerce Commission  
Office of Recordation  
Room 2303  
12th & Constitution Avenue  
Washington, D.C. 20423

Re: Filing  
Supplemental Agreement  
Dated as of July 1, 1983  
Equipment Trust Agreement  
Dated as of June 15, 1972  
(Series 3)

No. 3-2231059  
Date AUG. 11. 1983  
Fee \$ 10.00  
ICC Washington, D. C.

Gentlemen:

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 July 1, 1983 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of June 15, 1972 between Continental Illinois National Bank and Trust Company of Chicago, as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on June 26, 1972 and was assigned Recordation Number 6643.

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 December 1, 1982 was filed with the Commission on February 23, 1983 and was assigned Recordation Number 6643-M.

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 units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefor other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the fee for recording the Supplement.

*Warren G. Andersen*  
*Warren G. Andersen*

ICC - Office of Recordation  
August 10, 1983  
Page 2

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,

A handwritten signature in cursive script, appearing to read "William C. Anderson". The signature is written in dark ink and is positioned to the right of the typed name "William C. Anderson".

WGA/drs  
Enclosures

EXECUTED IN 6 COUNTERPARTS  
COUNTERPART NO. 2

RECORDATION NO. 6643-N  
Filed 1425  
AUG 11 1983 - 11 05 AM  
INTERSTATE COMMERCE COMMISSION

PULLMAN TRANSPORT LEASING COMPANY  
EQUIPMENT TRUST  
(Series 3)

SUPPLEMENTAL AGREEMENT NO. 11

Dated as of July 15, 1983

TO

EQUIPMENT TRUST AGREEMENT

Dated as of June 15, 1972

BY AND BETWEEN

Continental Illinois National Bank  
and Trust Company of Chicago  
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, 1972  
(Series 3)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of July 15, 1983 by and between the Continental Illinois National Bank and Trust Company of Chicago, 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, 1972 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 December 1, 1982 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 A to Supplemental Agreement No. 10 was erroneously listed as Car Number TLCX 31202 instead of Car Number TLCX 31201 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 TLCX 31201 is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Car Number TLCX 31202 is to be reconveyed by the Company to the Trustee in substitution for Car Number TLCX 31201. Upon such conveyance by the Company, such unit of Equipment shall be substituted for Car Number TLCX 31201 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:

*Alice Greenburg*  
Trust Officer

Continental Illinois National Bank and  
Trust Company of Chicago, as Trustee

By: *Donald W. Aep*  
Vice President

Attest:

*Samuel T. Benstead*  
Assistant Secretary

Pullman Leasing Company

By: *Edmund J. Whalen*  
Vice President

Attest:

*Samuel T. Benstead*  
Assistant Secretary

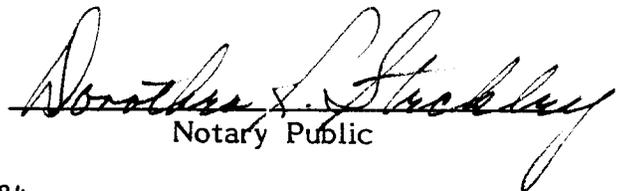
Pullman Rail Leasing Inc.

By: *Edmund J. Whalen*  
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 Edward J. Whalen, personally known to me to be a Vice President of Pullman Leasing Company and of Pullman Rail Leasing Inc., Delaware corporations, and Samuel 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 15th day of July, 1983.

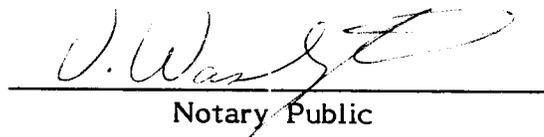
  
Notary Public

My commission expires February 25, 1984.

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF COOK        )

I, D. W. Wasieleski, a Notary Public in and for such county and state, do hereby certify that DONALD W. ALEVIN, personally known to me to be a Vice President of The Continental Illinois National Bank and Trust Company of Chicago, and Alice K. Greenhouse, 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 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 29th day of July, 1983.

  
Notary Public

My commission expires    My Commission Expires July 2, 1984

SCHEDULE A

EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 15, 1972  
(SERIES 3)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS</u>	<u>VALUE</u>	<u>EQUIPMENT FIRST PUT INTO USE NO LATER THAN</u>
1	4740 Cu. Ft. Capacity 100-ton Cover Hopper Car	TLCX 31201	\$28,344.90	6/71

SCHEDULE B  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 15, 1972  
(SERIES 3)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS</u>	<u>ORIGINAL COST</u>	<u>VALUE</u>	<u>EQUIPMENT FIRST PUT INTO USE NO LATER THAN</u>
1	4740 Cu. Ft. Capacity 100-ton Cover Hopper Car	TLCX 31202	\$15,680.82	\$28,344.90	6/71