

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

Pullman Leasing Company

August 8, 1984

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

4-233A038

RECORDATION NO. 6643-R
Filed 1475

AUG 20 1984 11 05 AM

AUG 20 1984 COMMERCE COMMISSION

10.00
100 Washington, D.C.

100 DEPT OF
COMMERCIAL UNIT
AUG 20 11 53 AM '84

Re: Filing
Supplemental Agreement
Dated as of July 1, 1984
Equipment Trust Agreement
Dated as of June 15, 1972
(Series 3)

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, 1984 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, 1983 was filed with the Commission on January 11, 1984 and was assigned Recordation No. 6644-0.

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 therefore 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.

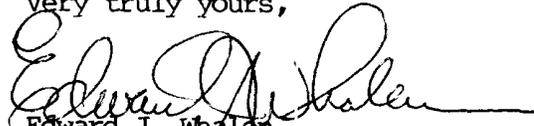
Edward S. Edwards
Charles J. Edwards

ICC- Office of Recordation
August 1, 1984
Page Two

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 questions concerning this request, please call me collect.

Very truly yours,


Edward J. Whalen
Vice President

EJW/drs
Enclosures

RECORDATION NO. *6643-P* Filed 1425

AUG 20 1984 11 02 AM

INTESTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. *2*

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 3)

SUPPLEMENTAL AGREEMENT NO. 13

Dated as of July 1, 1984

TO

THE 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. 13
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1972
(Series 3)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of July 1, 1984 by and between 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, 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 agreement 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 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement dated as of August 8, 1972; Supplemental Agreement dated as of September 26, 1972; Supplemental Agreement dated as of May 22, 1973; Supplemental Agreement No. 4 dated as of August 15, 1973; Supplemental Agreement No. 2 dated as of March 18, 1974; Supplemental Agreement No. 3 dated as of August 15, 1974; Supplemental Agreement No. 4 dated as of December 1, 1975; Supplemental Agreement No. 5 dated as of January 16, 1976; Supplemental Agreement No. 6 dated as of November 1, 1977; Supplemental Agreement No. 7 dated as of January 1, 1979; Supplemental Agreement No. 8 dated as of November 15, 1979; Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 9 dated as of May 15, 1981; Supplemental Agreement No. 10 dated as of December 1, 1982; Supplemental Agreement No. 11 dated as of July 15, 1983; and Supplemental Agreement No. 12 dated as of December 1, 1983.

WHEREAS, the Trustee, the Company and PLC 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, the Company and PLC 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 December 31, 1981. Each of such units of Trust Equipment is 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 of 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 remain 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:

Continental Illinois National Bank
and Trust Company of Chicago
as Trustee

Alice K. Greenhouse
Trust Officer

By: Donald W. Goff
Vice President

Attest:

Pullman Leasing Company

David R. Wood
Assistant Secretary

By: Edward J. Whalen
Vice President

Attest:

Pullman Rail Leasing Inc.

David R. Wood
Assistant Secretary

By: Edward 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 David R. Wood, 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 July, 1984.

Dorothea R. Steckley
Notary Public

My commission expires April 5, 1988.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, PAT FLOTHKOTTER, a Notary Public in and for such county and state, do hereby certify that DONALD W. ALFVIN, personally known to me to be VICE PRESIDENT of Continental Illinois National Bank and Trust Company of Chicago, and Alice K. Greenhouse, 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 uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of July, 1984.

Pat Flothkotter
Notary Public

My commission expires 11-18-87

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., 100-ton capacity covered hopper car	TLCX 31249	\$ 25,545.48	8/71
1	5820 cu. ft., 100-ton capacity covered hopper car	PTLX 41457	36,314.16	3/72
5	4475 cu. ft., 100-ton capacity covered hopper cars	PTLX 26093, 26095, 26128, 26139, 26141	<u>142,222.25</u>	
<u>7</u>			<u>\$204,081.89</u>	

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>
<u>5</u>	23,500 gal. coiled and insulated tank cars	PLCX 224137 thru 224141	<u>\$279,375.00</u>	<u>\$239,983.15</u>	3/80

Interstate Commerce Commission
Washington, D.C. 20423

8/20/84

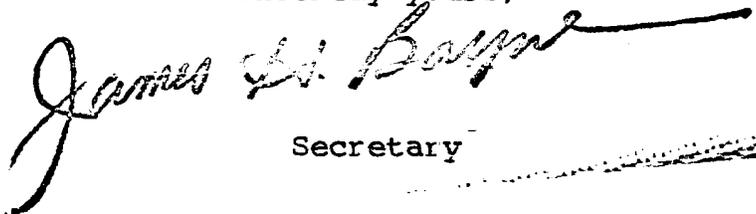
OFFICE OF THE SECRETARY

John Whalen VP
Pullman Leasing Company ;
200 S. 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 8/20/84 at 11:05am and assigned re-
recording number(s) - 6643-P

Sincerely yours,


Secretary

Enclosure(s)