



RECORDATION NO 6643 ✓ FILED 1989

Itel Rail Corporation

55 Francisco Street
San Francisco, CA 94133
(415) 984-4000
(415) 781-1035 Fax

November 7, 1989 NOV 13 1989 -11 30 AM

INTERSTATE COMMERCE COMMISSION

9-3171000

Hon. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Supplemental Agreement No. 18 between Itel Rail Corporation and Continental Bank, National Association

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$15 recordation fee.

Please record this Supplemental Agreement under the Equipment Trust Agreement (Series 3) dated as of June 15, 1972, between Continental Bank, National Association, as successor to Continental Illinois National Bank and Trust of Chicago and Itel Rail Corporation, as successor to Pullman Leasing Company, which was filed with the ICC on June 26, 1972, under Recordation No. 6643.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Continental Bank, National Association (Trustee)
231 South LaSalle Street
Chicago, Illinois 60697

This Supplement covers the substitution of units of equipment for units of Trust Equipment which have been worn out, unsuitable for use, lost or destroyed.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker

Patricia Schumacker
Legal Assistant

RECORDATION NO. 1643-2 FILED 1425

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INTERSTATE COMMERCE COMMISSION
PULLMAN LEASING COMPANY
EQUIPMENT TRUST
(SERIES 3)

SUPPLEMENTAL AGREEMENT NO. 18
DATED AS OF OCTOBER 17, 1989

TO

EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1972

BY AND BETWEEN

CONTINENTAL BANK, N.A.

AND

ITEL RAIL CORPORATION

SUPPLEMENTAL AGREEMENT NO. 18

EQUIPMENT TRUST AGREEMENT

DATED AS OF JUNE 15, 1972

(SERIES 3)

This Supplemental Agreement (the "Supplemental Agreement"), dated as of October 17, 1989, is made by and between Continental Bank, a national banking association incorporated and existing under the laws of the United States, as Trustee (the "Trustee"), and Itel Rail Corporation, successor by merger and name change to Pullman Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

WHEREAS, the Trustee and the Company are parties to an Equipment Trust Agreement dated as of June 15, 1972 as supplemented and amended (as so supplemented and amended, the "Equipment Trust Agreement"); 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 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 various supplemental agreements similar to this Supplemental Agreement; and

WHEREAS, the Trustee and the Company desire to enter into this 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 and the Company 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 the date of most recent similar supplemental agreement. 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 for 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 continue in full force and effect.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers duly authorized as of the day and year first above written.

**CONTINENTAL BANK, N.A.
AS TRUSTEE**

Attest:

Maurice O'Malley

By Alice K. Shearhouse

Title CORPORATE PRODUCTS OFFICER

ITEL RAIL CORPORATION

Attest:

Howard S. Chber

By Robert Killmole

Title Vice President and Treasurer

STATE OF ILLINOIS)
) ss.
COUNTY OF)

On this 3rd day of ^{November} ~~October~~, 1989, before me personally appeared Alice K. Greenhouse, to me personally known, who being by me duly sworn says that she is CORPORATE PRODUCTS OFFICER of Continental Bank, N.A., that the foregoing Supplemental Agreement was signed on behalf of said corporation by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public



STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 23rd day of October, 1989, before me personally appeared Robert C. Kiehnle, to me personally known, who being by me duly sworn says that he is Vice President and Treasurer of ITEL Rail Corporation, that the foregoing Supplemental Agreement was signed 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.




Notary Public

SCHEDULE A - CASUALTIED EQUIPMENT
 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>
4	4475 cu. ft. 100-ton capacity covered hopper	TLCX 26025, 26041, 26061, 26078	\$ 20,442.68	3/71
3	4475 cu. ft. 100-ton capacity covered hopper	PTLX 26179, 26195, 26208	16,784.21	3/72
<u>2</u>	4740 cu. ft. 100-ton capacity covered hopper	TLCX 31098, 31835	<u>8,716.34</u>	3/72
<u>9</u>	Total		<u>\$ 45,943.23</u>	

SCHEDULE B - SUBSTITUTED EQUIPMENT
 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>
3	4740 cu. ft., 100-ton capacity covered hopper	TLCX 30136, 30137, 30138	\$44,435.97	\$ 6,609.84	7/70
10	4740 cu. ft. 100-ton capacity covered hopper	TLCX 30109, 30112, 30113, 30114, 30115, 30119, 30132, 30133, 30134, 30135	147,819.60	23,651.10	10/70
7	4740 cu. ft. 100-ton capacity covered hopper	TLCX 30121, 30123, 30125, 30126, 30127, 30128, 30130	104,375.60	17,482.92	12/70
<u>20</u>	TOTAL		<u>\$296,631.17</u>	<u>\$47,743.86</u>	