

Pullman Incorporated

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Chicago, Illinois 60604
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RECORDATION NO. 5889-1 FILED 1975

April 14, 1981

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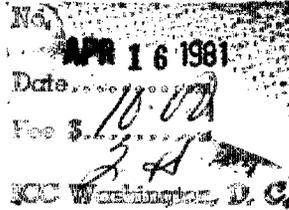
INTERSTATE COMMERCE COMMISSION

William O. Eldridge
Attorney

Secretary
Interstate Commerce Commission
1900 L Street N.W.
Washington, D.C. 20036

1-106A051

Re: Filing
Supplemental Agreement
Dated as of February 26, 1981
Equipment Trust Agreement
Dated as of December 15, 1970
(Series 2)



RECEIVED
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FEE OPERATION BR

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 February 26, 1981 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of December 15, 1970 between First National City Bank (presently known as Citibank, N.A.), as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company (presently known as Pullman Rail Leasing Inc.) (hereinafter referred to as the "Company"). The Agreement was filed with the Commission on December 8, 1970 and was assigned Recordation Number 5889.

The Agreement has been amended by Supplemental Agreements executed by the Trustee and the Company which have been filed with the Commission. The most recent Supplemental Agreement dated as of November 15, 1979 was filed with the Commission on December 31, 1979 and was assigned Recordation Number 5889-1.

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

The Supplement was entered into by Pullman Leasing Company, a wholly owned subsidiary of Wheelabrator-Frye Inc. (hereinafter referred to as "PLC"), the Company, also a wholly owned subsidiary of Wheelabrator-Frye Inc., and the Trustee for the purpose of permitting PLC to assume as primary obligor, jointly and severally with the Company, pursuant to a guaranty of the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance of all the terms, covenants, and conditions of the Agreement to be kept or performed by the Company.

Pullman Incorporated

Secretary - Interstate Commerce Commission
April 14, 1981
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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 two of the enclosed counterparts for record in your office and return the remaining copy, 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,



WOE:vjl
Enclosures

5889-J

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INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL AGREEMENT, dated as of February 26, 1981, by and among PULLMAN RAIL LEASING INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), CITIBANK, N.A. (formerly First National City Bank), a national banking association incorporated and existing under the laws of the United States (hereinafter called the "Trustee"), and PULLMAN LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "PLC");

W I T N E S S E T H :

WHEREAS, the Company, originally Pullman Transport Leasing Company, and the Trustee entered into an Equipment Trust Agreement, dated as of December 15, 1970, as heretofore supplemented and amended (hereinafter called the "Equipment Trust Agreement"), pursuant to which the Trustee issued the Pullman Transport Leasing Company Equipment Trust Certificates (Series 2) (hereinafter called the "Trust Certificates") in the aggregate principal amount of \$23,200,000; and

WHEREAS, on December 17, 1975, the Company changed its name from Pullman Transport Leasing Company to Pullman Leasing Company; and

WHEREAS, on December 31, 1980, the Company changed its name from Pullman Leasing Company to Pullman Rail Leasing Inc. and became a wholly-owned subsidiary of PLC; and

WHEREAS, PLC wishes to assume as primary obligor, jointly and severally with the Company, pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal of and interest on the Trust Certificates, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate prescribed therein, all in accordance with the terms of such guaranty, the Trust Certificates and the Equipment Trust Agreement, 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, Section 12.01 of the Equipment Trust Agreement permits the Company and the Trustee, without the consent of the holders of any of the Trust Certificates, to enter into supplemental agreements to make such provisions in regard to matters or questions arising under the Equipment Trust Agreement, provided that such action shall not adversely affect the interests of such holders; and

WHEREAS, all other conditions precedent to the execution of this Supplemental Agreement have been complied with;

NOW, THEREFORE, in consideration of the premises and of the terms and provisions herein contained, it is hereby covenanted, declared and agreed as follows:

ARTICLE I

Assumption of Payment of Trust Certificates and of Performance under Equipment Trust Agreement

PLC hereby assumes, effective as of the date hereof, as primary obligor, jointly and severally with the Company, (a) pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal of and interest on the Trust Certificates, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate prescribed therein, all in accordance with the terms of such guaranty, the Trust Certificates and the Equipment Trust Agreement, and (b) 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.

ARTICLE II

Miscellaneous Provisions

2.1. Concerning the Trustee. The Trustee assumes

no duties, responsibilities or liabilities by reason of this Supplemental Agreement, other than as set forth in the Equipment Trust Agreement.

2.2. Confirmation of Equipment Trust Agreement.

Except as hereby supplemented and amended, the Equipment Trust Agreement is in all respects ratified and confirmed, and all the terms and provisions thereof shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, PULLMAN RAIL LEASING INC. has caused this Supplemental Agreement to be signed in its corporate name and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto or impressed hereon, duly attested by its Secretary or one of its Assistant Secretaries; and CITIBANK, N.A., has caused this Supplemental Agreement to be signed and acknowledged by one of its Trust Officers, and its corporate seal to be affixed hereunto or impressed hereon, duly attested by one of its Assistant Trust Officers; and PULLMAN LEASING COMPANY has caused this Supplemental Agreement to be signed in its corporate name and

acknowledged by its President or one of its Vice Presidents, and its corporate seal to be affixed hereunto or impressed hereon, duly attested by its Secretary or one of its Assistant Secretaries, all as of the day and year first above written.

PULLMAN RAIL LEASING INC.

Attest *Steve Rein*
Assistant Secretary

By *David Leonard*
Vice President

CITIBANK, N.A.

Attest *E. Gibson*
Assistant
Trust Officer

By *C. K. Swarsh*
Senior Trust Officer

PULLMAN LEASING COMPANY

Attest *Steve Rein*
Assistant Secretary

By *[Signature]*
Vice President

STATE OF New Hampshire
COUNTY OF Rockingham ss.:

On the 26th day of February, 1981, before me personally came Owen F. Leonard, to me known, who, being duly sworn, did depose and say that he resides at Hampton, New Hampshire; that he is a Vice President of PULLMAN RAIL LEASING INC., one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

Jessie R. Wood
Notary Public

[Notarial Seal]

STATE OF New York)
COUNTY OF New York) : ss.:

On the 25th day of March, 1981, before me personally came E. A. JENNINGS, to me known, who, being duly sworn, did depose and say that he resides at 107 Palmer Road, Pennington, New Jersey; that he is a Trust Officer of CITIBANK, N.A., one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

H. Douglas Hunter
Notary Public

[Notarial Seal]

H. DOUGLAS HUNTER
Notary Public, State of New York
No. 31-4707995
Qualified in New York County
Term Expires March 30, 1981

STATE OF *New Hampshire*
COUNTY OF *Rockingham*; ss.:

On the 26th day of February, 1981, before me personally came *RICHARD D. RIZZO*, to me known, who, being duly sworn, did depose and say that he resides at *Hampton, New Hampshire*; that he is a Vice President of PULLMAN LEASING COMPANY, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

Susan R. McDonald
Notary Public

[Notarial Seal]