



Pullman Leasing Company

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

No.

4-279 A023

Date

OCT 5 1984

October 4, 1984

Fee \$

10.00

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

RECORDATION NO. 5889-0 Filed 1425

OCT 5 1984 - 11 05 AM

ICC Washington, D. C.

ICC OFFICE OF
THE SECRETARY
OCT 5 10 56 AM '84
MOTOR OPERATING UNIT

Re: Filing INTERSTATE COMMERCE COMMISSION
Supplemental Agreement
Dated as of September 1, 1984
Equipment Trust Agreement
Dated as of December 15, 1970
(Series 2)

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 September 1, 1984 between First National City Bank, as Trustee (hereinafter referred to as the "Trustee") and Pullman Leasing Company. The Agreement was filed with the Commission on December 8, 1970 and was assigned Recordation Number 5889.

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 July 1, 1983 was filed with the Commission on August 11, 1983 and was assigned Recordation No. 5889-N.

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.

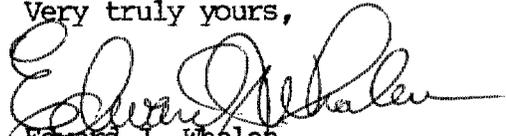
Charles [Signature]

ICC- Office of Recordation
October 4, 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

EDW/drs

Interstate Commerce Commission
Washington, D.C. 20423

10/5/84

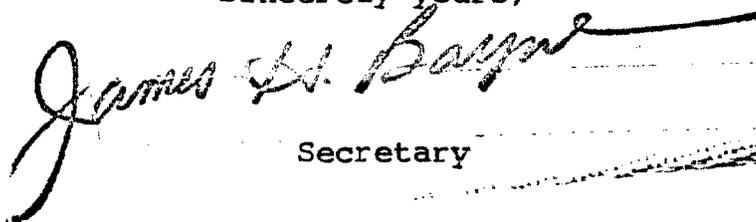
OFFICE OF THE SECRETARY

Edward J. Whalen
Vice President
Hillman Leasing Co.
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 01 10/5/84 at 11:00am and assigned re-
recording number(s) 5889-0

Sincerely yours,


Secretary

Enclosure(s)

RECORDATION NO. 5889-0 TIME 1425

OCT 5 1984 - 11 05 AM

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 4

INTERSTATE COMMERCE COMMISSION

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 2)

SUPPLEMENTAL AGREEMENT NO. 13

Dated as of September 1, 1984

TO

EQUIPMENT TRUST AGREEMENT

Dated as of December 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. 13
EQUIPMENT TRUST AGREEMENT
DATED AS OF DECEMBER 15, 1970
(Series 2)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of September 1, 1984 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, originally First National City Bank, and the Company, originally Pullman Transport Leasing Company, entered into an Equipment Trust Agreement, dated as of December 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, 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 January 14, 1971; Supplemental Agreement dated as of June 15, 1973; Supplemental Agreement No. 2 dated as of March 18, 1974; Supplemental Agreement No. 3 dated as of December 1, 1975; Supplemental Agreement No. 4 dated as of December 17, 1975; Supplemental Agreement No. 5 dated as of November 1, 1977; Supplemental Agreement No. 6 dated as September 1, 1978; 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. 10 dated as of November 1, 1981; Supplemental Agreement No. 11 dated as of February 15, 1983; and Supplemental Agreement No. 12, dated as of July 1, 1983; and

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, 1982. 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 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:

X. X. McXenna
Trust Officer

Citibank, N.A., as Trustee

By: [Signature]
Senior Trust Officer

Attest:

David R. Wood
Assistant Secretary

Pullman Leasing Company

By: [Signature]
Vice President

Attest:

David R. Wood
Assistant Secretary

Pullman Rail Leasing Inc.

By: [Signature]
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 September, 1984.

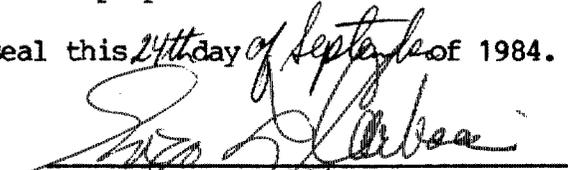

Notary Public

My commission expires April 5, 1988

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

I, ENZO L. CARBOCCI, a Notary Public in and for such county and state, do hereby certify that Ronald L. Pierce, personally known to me to be Senior Trust Officer of Citibank, N.A. and K.K. McKenna, 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 Senior Trust Officer 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 24th day of September of 1984.


Notary Public
ENZO L. CARBOCCI
Notary Public, State of New York
No. 43-5803398
Qualified in Richmond County
Cert. filed in New York County
Term Expires March 30, 1986

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF DECEMBER 15, 1970
(Series 2)

<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 30154	\$ 21,197.61	7/70
2	4740 cu. ft., 100-ton capacity covered hopper cars	TLCX 30108, 30326	44,240.56	10/70
3	4740 cu. ft., 100-ton capacity covered hopper cars	TLCX 30482, 30846, 30946	65,020.30	11/70
<u>6</u>			<u>\$130,458.47</u>	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF DECEMBER 15, 1970
(Series 2)

<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	23,500 gal. coiled and insulated tank car	PLCX 224136	\$ 55,875.00	\$ 47,829.00	2/80
2	23,500 gal. coiled and insulated tank cars	PLCX 224134, 224135	111,750.00	95,993.26	3/80
<u>3</u>			<u>\$167,625.00</u>	<u>\$143,822.26</u>	