

7970-H

OCT 8 - 1981 - 10 25 AM



Pullman Standard Inc.

INTERSTATE COMMERCE COMMISSION

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7059

September 28, 1981

David R. Wood
Attorney

Secretary
Interstate Commerce Commission
12th and Constitution
Room 2303
Washington, D.C. 20423

Re: Filing
Supplemental Agreement
Dated as of May 15, 1981
Equipment Trust Agreement
Dated as of June 15, 1975
(Series 6)

1-281A043
No. OCT 8 1981
Date.....
Fee \$ 10.00

ICC Washington, D. C.

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 May 15, 1981 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of June 15, 1975 between The First National Bank of Chicago, as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on June 20, 1975 and was assigned Recordation Number 7970.

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 May 15, 1981 was filed with the Commission on April 16, 1981 and was assigned Recordation Number 7970-G.

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 recording fee for recording the Supplement.

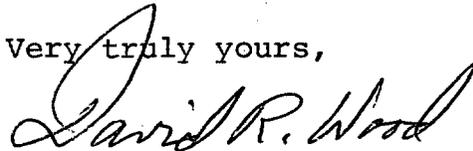
Counterpart - William D. Mc Mann

Secretary
Interstate Commerce Commission
September 28, 1981
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 that reads "David R. Wood". The signature is written in dark ink and is positioned to the right of the typed phrase "Very truly yours,".

DRW:L
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

David R. Wood
Pullman Standard Inc.
200 South 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 10/8/81 at 10:25AM, and assigned re-
recording number(s) . 7970-H

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

OCT 8 - 1981 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 3

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 6)

SUPPLEMENTAL AGREEMENT NO. 7

Dated as of August 14, 1981

TO

EQUIPMENT TRUST AGREEMENT

Dated as of June 15, 1975

BY AND BETWEEN

The First National Bank of Chicago
Trustee

AND

Pullman Transport Leasing Company
(Presently known as Pullman Rail Leasing Inc.)

SUPPLEMENTAL AGREEMENT NO. 7

EQUIPMENT TRUST AGREEMENT

DATED AS OF JUNE 15, 1975

(Series 6)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of August 14, 1981 by and between The First National Bank 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, 1975 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, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wants the Trustee to assign or transfer to the Company all of the right, title and interest of the Trustee in and to one (1) unit of the Trust Equipment, as defined in the Equipment Trust Agreement, in exchange for one (1) unit of Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such unit of Trust Equipment, in lieu of delivery to the Trustee cash equal to the value of such unit 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 No. 1 dated as of January 20, 1976; Supplemental Agreement No. 2 dated as of June 15, 1976; Supplemental Agreement No. 3 dated as of January 1, 1979; Supplemental Agreement No. 4 dated as of November 15, 1979; Supplemental Agreement No. 5 dated as of January 15, 1980; Supplemental Agreement dated as of February 26, 1981; and Supplemental Agreement No. 6 dated as of May 15, 1981; and

WHEREAS, the Trustee, the Company and PLC desire to enter into the Supplemental Agreement to permit such substitution of such unit of Equipment for such unit of Trust Equipment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee, the Company and PLC agree as follows:

1. Attached hereto is Schedule A which describes the unit of Trust Equipment to be assigned or transferred by the Trustee to the Company in accordance with Section 5.06 of the Equipment Trust Agreement. Such unit of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.

2. Attached hereto is Schedule B which describes the unit of Equipment which is to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the unit of Trust Equipment described in Schedule A hereto. Upon such conveyance by the Company, such unit of Equipment shall be substituted for unit 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:

The First National Bank of Chicago,
as Trustee

[Signature]

BY *[Signature]*

Attest:

Pullman Leasing Company

[Signature]
Assistant Secretary

BY *[Signature]*
Vice President

Attest:

Pullman Rail Leasing Inc.

[Signature]
Assistant Secretary

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 T. W. Stonich, personally known to me to be a Vice President of Pullman Leasing Company and of Pullman Rail Leasing Inc., Delaware corporations, and S. 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 14th day of August, 1981.

Dorothea R. Steckley
Notary Public

My commission expires: February 25, 1984

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Charles Baughman a Notary Public in and for such County and State, do hereby certify that A. R. Menard, personally known to me to be VICE PRESIDENT of The First National Bank of Chicago and G. Snieski 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 the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of August, 1981.

C. BAUGHMAN, NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 16, 1985

[Signature]
Notary Public

SCHEDULE A

EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1975
(SERIES 6)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS</u>	<u>VALUE</u>	<u>EQUIPMENT FIRST PUT INTO USE NO LATER THAN</u>
1	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 14453	<u>\$30,744.95</u>	6/74

SCHEDULE B

EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1975
(SERIES 6)

<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	PLGX 223999	<u>\$48,085.00</u>	<u>\$44,911.39</u>	10/79