

**Union Tank Car Company**

111 West Jackson Boulevard  
Chicago, Illinois 60604

Direct Tel No.:

**Arthur B. Hillman**  
Secretary and  
Assistant General Counsel

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Sir:

We transmit to you herewith by certified mail for recordation, pursuant to Section 20c of the Interstate Commerce Act, an original and two certified counterparts of the Second Supplemental Equipment Trust Agreement (the "Supplemental Agreement"), dated October 26, 1981, by and between Union Tank Car Company, 111 West Jackson Boulevard, Chicago, Illinois 60604 (the "Company") and Pittsburgh National Bank, Pittsburgh National Building, 5th Avenue at Wood Street, Pittsburgh, Pennsylvania 15222 (the "Bank") as Trustee, which amends the Equipment Trust Agreement dated as of June 1, 1975, between the Company and the Bank. The Supplemental Agreement evidences the substitution under the said Equipment Trust Agreement of the railroad cars described in Schedule A attached hereto.

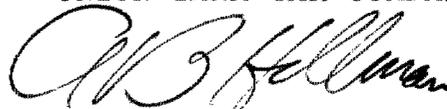
Also enclosed for recordation is an original and two certified counterparts of a Bill of Sale to the Company from the Bank, which Bill of Sale relates to the railroad cars in respect of which the aforesaid substitution was made. The railroad cars covered by the said Bill of Sale are described in Schedule B attached hereto. The Bill of Sale releases the Equipment described in Schedule B from the encumbrance created by the Equipment Trust Agreement.

The Supplemental Agreement and the said Bill of Sale should be recorded as supplements to the Equipment Trust Agreement dated as of June 1, 1975, which was recorded with your office on June 9, 1975, and assigned recordation number 7949. We enclose herewith our check in the amount of \$20 payable to the Interstate Commerce Commission to cover the recordation fees.

Please return the original copy of the Supplemental Agreement and the Bill of Sale to the undersigned.

Very truly yours,

UNION TANK CAR COMPANY



RECORDATION NO. 7949-D Filed 11/25



NOV 24 1981 -8 40 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7949-C Filed 11/25

NOV 24 1981 -8 40 AM

INTERSTATE COMMERCE COMMISSION

1-388A03A

No. NOV 24 1981

Date.....

Fee \$ 20.00

ICC Washington, D. C.

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK   )

RECORDATION NO. 7949-C  
Filed 1425

NOV 24 1981 - 8 40 AM

INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

The Undersigned, Helen Joy Krug, a Notary Public in and for said County, states that she compared the attached copy of the Second Supplemental Equipment Trust Agreement dated the 26th day of October, 1981, with the original document, and certifies that it is a true and correct copy in all respects.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and notarial seal this 18th day of November, 1981.

  
Notary Public

My Commission Expires July 10, 1984

RECORDATION NO. 2114  
NOV 24 1981 - 8 40 AM  
INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT (the "Supplemental Agreement") dated as of October 26, 1981, by and between UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and PITTSBURGH NATIONAL BANK, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, Union Tank Car Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of June 1, 1975 (the "Trust Agreement"), providing for an issue of Equipment Trust Certificates (the "Trust Certificates"), in aggregate principal amount of \$50,000,000; and

WHEREAS, the Company has filed with the Trustee its Request for a Substitution of Equipment pursuant to Section 5.06 of the Trust Agreement; and

WHEREAS, the Company desires to comply with Section 5.03 of the Trust Agreement by the execution of a supplement thereto, to evidence the inclusion of the aforesaid Equipment as a part of the Trust Equipment under the Trust Agreement;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar to it duly paid by the Trustee at the execution of these presents, the receipt whereof is hereby acknowledged, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

#### ARTICLE ONE

##### Substitution of Equipment

The Equipment described in Schedule A hereto is hereby substituted for the Equipment specifically described in Schedule A of the Trust Agreement and Schedule B hereto.

#### ARTICLE TWO

##### Substituted Equipment Subject to Trust Agreement

The Equipment described in Schedule A hereto is hereby included as part of the Trust Equipment under the Trust Agreement and is and shall be subject to all the terms and

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conditions of the Trust Agreement in all respects as though it had been part of the Trust Equipment specifically described in the Trust Agreement.

ARTICLE THREE

Concerning the Trustee

The Trustee accepts the provisions of this Supplemental Agreement but only upon the terms and conditions set forth in the Trust Agreement as amended. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company. The Trustee makes no representation and shall have no responsibility as to the validity of this Supplemental Agreement.

ARTICLE FOUR

Miscellaneous Provisions

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

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

IN WITNESS WHEREOF, the Company and the Trustee have caused this Supplemental Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the date and year first above written.

Attest:

  
W. B. Hillman  
Secretary

UNION TANK CAR COMPANY

By B. a. Sturtevant  
Vice President

Attest:

[Signature]  
Asst. Vice President

PITTSBURGH NATIONAL BANK

By [Signature]  
Vice President

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF LAKE )

On the 26th day of October, 1981, before me personally came B. A. Struckman, to me known; who, being by me duly sworn, did depose and say that he resides at 39 South LaSalle Street, Chicago, Illinois; that he is a Vice President of UNION TANK CAR COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Marcia C. Weiner  
Notary Public

MY COMMISSION EXPIRES 6/10/84

STATE OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF ALLEGHENY )

On the 30<sup>th</sup> day of October, 1981, before me personally came F. J. DERAMO, to me known; who, being by me duly sworn, did depose and say that he resides at 217 CHESTNUT RD, SEWICKLEY PENNSYLVANIA; that he is a Vice President of PITTSBURGH NATIONAL BANK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Margaret D. Gies  
Notary Public

MARGARET D. GIES, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES JUNE 7, 1984  
Member, Pennsylvania Association of Notaries

SCHEDULE AEQUIPMENT SUBSTITUTIONS

| <u>Quantity</u> | <u>AAR<br/>Designation</u> | <u>Capacity</u> | <u>Road Number</u> |
|-----------------|----------------------------|-----------------|--------------------|
| 8               | TM                         | 23500 gal       | UTLX67415 -        |
| 2               | TM                         | 20000 gal       | UTLX67422 -        |
|                 |                            |                 | UTLX48092 -        |
|                 |                            |                 | UTLX48093          |
| <u>10</u>       |                            |                 |                    |

## SCHEDULE B

DESCRIPTION OF TRUST EQUIPMENT

| <u>Quantity</u> | <u>A.A.R.<br/>Mechanical<br/>Designation<br/>Code</u> | <u>Capacity</u> | <u>Road Numbers</u> |
|-----------------|---|-----------------|---------------------|
| 1               | Gondola   | 4,000 Cu Ft     | CN199314            |
| 1               | Gondola   | 4,000 Cu Ft     | CN199347            |
| 1               | Gondola   | 4,000 Cu Ft     | CN199402            |
| 1               | Gondola   | 4,000 Cu Ft     | CN199405            |
| 1               | Gondola   | 4,000 Cu Ft     | CN199432            |
| 1               | Gondola   | 4,000 Cu Ft     | CN199461            |
| 1               | Gondola   | 4,000 Cu Ft     | CN199462            |
| 1               | Gondola   | 4,000 Cu Ft     | CN199481            |
| 1               | Gondola   | 4,000 Cu Ft     | CN199511            |
| 1               | Gondola   | 4,000 Cu Ft     | UNPX102032          |
| 1               | LO  | 4,750 Cu Ft     | UTCX43708           |
| 1               | TM  | 20,000 Gal      | UTLX134             |
| 1               | TA  | 13,700 Gal      | UTLX12979           |
| 1               | TM  | 14,500 Gal      | UTLX14972           |
| 1               | TP  | 17,300 Gal      | UTLX28727           |
| 1               | TM  | 20,000 Gal      | UTLX46425           |
| 1               | TM  | 26,000 Gal      | UTLX46532           |
| 1               | TM  | 17,000 Gal      | UTLX72418           |
| 1               | TM  | 17,000 Gal      | UTLX72433           |
| 1               | TM  | 17,000 Gal      | UTLX72526           |
| 1               | TM  | 17,000 Gal      | UTLX72532           |
| 1               | TM  | 13,500 Gal      | UTLX72628           |
| 1               | TM  | 23,000 Gal      | UTLX72809           |
| 1               | TM  | 23,000 Gal      | UTLX72821           |
| <u>24</u>       |   |                 |                     |