



**Union Tank Car Company**

39 South LaSalle Street  
Chicago, Illinois 60603  
312/372-9500

Arthur B. Hillman  
Secretary and  
Assistant General Counsel

RECORDATION NO. 14365-A Filed 1425

No. 4-320A176  
Date NOV 15 1984  
Fee \$ 20.00  
ICC Washington, D. C.

NOV 15 2 55 PM '84  
MOTOR OPERATING UNIT  
ICC OFFICE OF THE SECRETARY

NOV 15 1984 -3 00 PM

INTERSTATE COMMERCE COMMISSION

November 9, 1984

RECORDATION NO. 14365-B Filed 1425

NOV 15 1984 -3 00 PM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Sir:

We transmit to you herewith by registered mail for recordation, pursuant to 49 U.S.C. Sec. 11303, an original and two certified counterparts of the First Supplemental Equipment Trust Agreement (the "Supplemental Agreement"), dated October 15, 1984, by and between Union Tank Car Company, 39 South LaSalle Street, Chicago, Illinois 60603 (the "Company") and Bankers Trust Company, Liberty & Greenwich Streets, New York, New York 10015 (the "Bank") as Trustee, which amends the Equipment Trust Agreement dated as of June 15, 1984, between the Company and the Bank. The Supplemental Agreement evidences the substitution under said Equipment Trust Agreement of 18 railroad cars, identified with the initials UTLX, and more fully 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 19 railroad cars in respect of which the aforesaid substitution was made. The railroad cars covered by the Bill of Sale are more fully described in Schedule B attached hereto. The Bill of Sale releases the Equipment from the encumbrance created by the Equipment Trust Agreement.

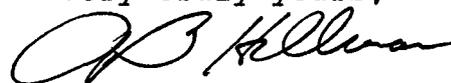
The Supplemental Agreement and the Bill of Sale should be recorded as supplements to the Equipment Trust Agreement dated as of June 15, 1984, which was recorded with your office on July 11, 1984, and assigned recordation number 14365. We enclose herewith our check in the amount of \$20 payable to the Interstate Commerce Commission to cover the recordation fees.



Page -2-  
November 9, 1984  
Secretary

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

Very truly yours,

A handwritten signature in cursive script, appearing to read "J. B. Hillman".

## SCHEDULE A

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Description Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
10	TM	16,000	UTLX 65603, 65607, 65610, 65611, 65614, 65616, 65617, 65618, 65619, 65620
8	TM	30,000	UTLX 41094, 41100, 41104, 41110, 41139, 41140, 41141, 41142
18 Total			

## SCHEDULE B

## DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Description Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
19	TM	20,000	UTLX 67130, 67131, 67132, 67133, 67134, 67135, 67136, 67137, 67138, 67139, 67140, 67141, 67142, 67143, 67144, 67145, 67146, 67147, 67258
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19 Total			

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

RECORDATION NO. 14365 A Filed 1425

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INTERSTATE COMMERCE COMMISSION

CERTIFICATE

The undersigned, Therese Grimm, a Notary Public in and for said County, states that she compared the attached copy of the First Supplemental Equipment Trust Agreement dated the 15th day of October, 1984, 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 9th day of November, 1984.

Therese Grimm  
Notary Public

MY COMMISSION EXPIRES 7/23/88



This FIRST SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated October 15, 1984 (the "Supplemental Agreement"), by and between UNION TANK CAR COMPANY, a Delaware corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and BANKERS TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York, as Trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of June 15, 1984 (the "Trust Agreement"), providing for an issue of Equipment Trust Certificates (Series P-3) (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 4.07 of the Trust Agreement; and

WHEREAS, the Company desires to comply with Section 4.03 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 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 representations and shall have no responsibility as to the validity of this Supplemental Agreement.

### ARTICLE FOUR

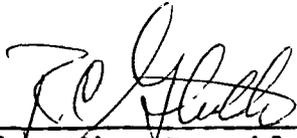
#### Miscellaneous Provisions

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.

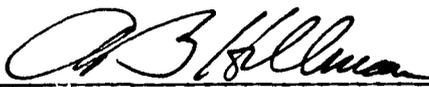
This Supplemental Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

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

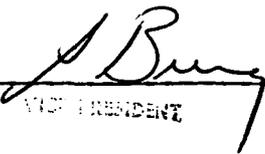
UNION TANK CAR COMPANY

By   
Executive Vice President

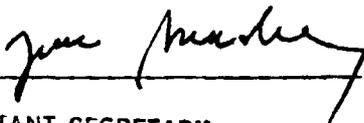
ATTEST:

  
Secretary

BANKERS TRUST COMPANY

By   
VICE PRESIDENT

ATTEST:

  
ASSISTANT SECRETARY



## SCHEDULE A

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## SCHEDULE B

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