

Union Tank Car Company

RECORDATION NO. 9911-B Filed 1426

DEC 2 1980 -9 15 AM

90 Half Day Road
Lincolnshire, Illinois 60015

INTERSTATE COMMERCE COMMISSION

Direct Tel. No.:

Law Department

November 25, 1980

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

U-337A014

No. DEC 2 1980

Date.....

Fee \$.....



ICC Washington, D. C.

An Affiliate of
Trans Union Corporation

RECORDATION NO. 9911-C Filed 1426

DEC 2 1980 -9 15 AM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

We transmit to you herewith by registered 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 20, 1980, by and between Union Tank Car Company, 90 Half Day Road, Lincolnshire, Illinois 60015 (the "Company") and The Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois 60675 (the "Bank") as Trustee, which amends the Equipment Trust Agreement dated as of December 1, 1978 between the Company and the Bank. The Supplemental Agreement evidences the substitution under the said Equipment Trust Agreement of seven 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 eight 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 December 1, 1978, which was recorded with your office on December 15, 1978, and assigned recordation number 9911. 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

By Q B Hellman

DEC 2 9 06 PM '80
DOCKET FILES
BRANCH

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

12/16/80

OFFICE OF THE SECRETARY

A.B. Hillman
Union Tank Car Company
90 Half Day Road
Lincolnshire, Illinois 60015

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 **12/2/80** at **9:15am**, and assigned re-
recording number(s). **9911-B & 9911-C**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

DEC 2 1980 -9 15 AM

INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated October 20, 1980, by and between UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and THE NORTHERN TRUST COMPANY, a ~~national~~ banking corporation, as Trustee (the "Trustee"). STATE

WITNESSETH:

WHEREAS, Union Tank Car Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of December 1, 1978 (the "Trust Agreement"), providing for an issue of its Equipment Trust Certificates (Series P-2) (the "Trust Certificates"), in aggregate principal amount of \$60,000,000; 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 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 Second Supplemental Equipment Trust 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 Second Supplemental Equipment Trust 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.

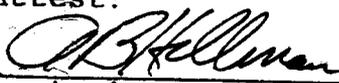
This Second Supplemental Equipment Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Second Supplemental Equipment Trust 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.

UNION TANK CAR COMPANY

By 
Vice President

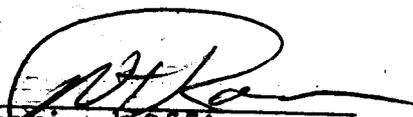
Attest:


Assistant Secretary

THE NORTHERN TRUST COMPANY

By 
Vice President

Attest:


Authorized Officer
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On the 20th day of October, 1980, before me personally came D. B. Romans, to me known, who, being by me duly sworn, did depose and say that he resides at 90 Half Day Road, Lincolnshire, Illinois 60015; 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. Weine
Notary Public

MY COMMISSION EXPIRES June 18, 1984

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

NOVEMBER

On the 19 day of ~~October~~, 1980, before me personally came R. E. JACKMAN, to me known, who being by me duly sworn, did depose and say that he resides at 50 S. LA SALLE ST., CHICAGO, ILL. 60675; that he is a Vice President of THE NORTHERN TRUST COMPANY, the ~~STATE~~ ^{STATE} national banking corporation described in and which executed the foregoing instrument; that he knows the seal of said national banking association; that the seal affixed to said instrument is such seal; that it was so affixed by authority of the Board of Directors of said national banking association, and that he signed his name thereto by like order.

Cecelia Bovey
Notary Public

My Commission Expires September 12, 1982

SCHEDULE A

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
7	TA	13,000	UTLX/11,153-11,159

SCHEDULE B

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Capacity in Gallons</u>	<u>Road Numbers</u>
1	Bulkhead Flat	70 Ton	BCIT818643
1	TP	13,500 GAL	UTLX11794
1	TP	13,500 GAL	UTLX11799
1	TM	23,500 GAL	UTLX70462
1	TPI	34,000 GAL	UTLX81832
1	TP	20,000 GAL	UTLX82631
1	TP	25,000 GAL	UTLX98082
$\frac{1}{8}$	Covered Hopper	5,820 CUFT	UTLX122080