

Pullman Leasing Company

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7050

Warren G. Andersen
Vice President
and General Counsel

October 14, 1983

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

RECORDATION NO. *7454 J*

Filed 1983

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INTERSTATE COMMERCE COMMISSION

Re: Filing
Supplemental Agreement
Dated as of June 20, 1983
Equipment Trust Agreement
Dated as of April 1, 1974
(Series 5)

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 June 20, 1983 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of April 1, 1974 between The Chase Manhattan Bank (National Association), as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on March 26, 1974 and was assigned Recordation Number 7454.

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 October 29, 1982 was filed with the Commission on August 26, 1981 and was assigned Recordation No. 7454-I.

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.

*Quintana
Eve Kave*

ICC- Office of Recordation

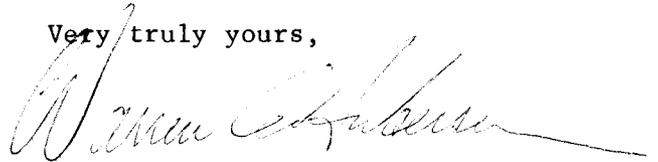
October 14, 1983

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,

A handwritten signature in cursive script, appearing to read "William E. Huber", with a long horizontal flourish extending to the right.

WGA/drs

Enclosures

RECORDATION NO. 7454-2
FILED 1983

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STATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 3

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 5)

SUPPLEMENTAL AGREEMENT NO. 9

Dated as of June 20, 1983

TO

EQUIPMENT TRUST AGREEMENT

Dated as of April 1, 1974

BY AND BETWEEN

The Chase Manhattan Bank
(National Association)
Trustee

AND

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

SUPPLEMENTAL AGREEMENT NO. 9

EQUIPMENT TRUST AGREEMENT

DATED AS OF APRIL 1, 1974

(Series 5)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of June 20, 1983 by and between The Chase Manhattan Bank (National Association) 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 April 1, 1974 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 No. 1 dated as of April 4, 1974; Supplemental Agreement No. 2 dated as of January 20, 1976; Supplemental Agreement No. 3 dated as of July 10, 1976; Supplemental Agreement No. 4 dated as of November 1, 1977; Supplement

Agreement No. 5 dated as of March 13, 1979; Supplemental Agreement No. 6 dated as December 4, 1979; Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 7 dated as of May 15, 1981; and Supplemental Agreement No. 8 dated as of July 15, 1983.

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, 1981. 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 for 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.

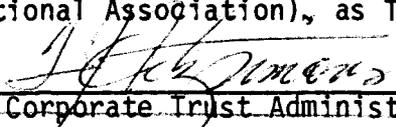
IN WITNESS WHEREOF, the Trustee, the Company and PLC have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:



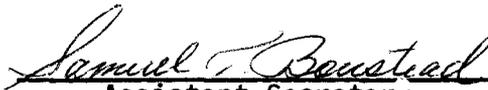
Trust Officer
Assistant Secretary

The Chase Manhattan Bank
(National Association), as Trustee

By: 

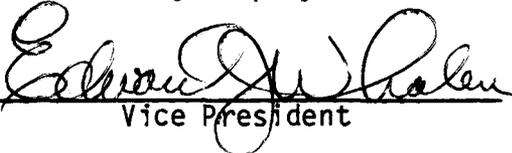
Corporate Trust Administrator
Second Vice President

Attest:



Assistant Secretary

Pullman Leasing Company

By: 

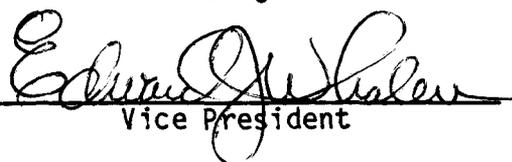
Vice President

Attest:



Assistant Secretary

Pullman Rail Leasing Inc.

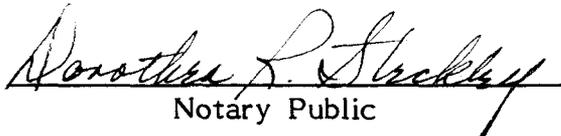
By: 

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 Samuel 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 20th day of June, 1983.


Notary Public

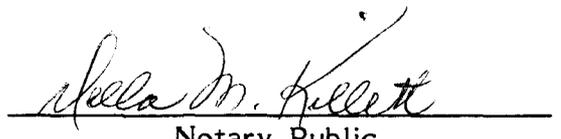
My commission expires February 25, 1984.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

Della M. Killett

I, Della M. Killett, a Notary Public in and for such county and state do hereby certify that T.J. Fitzsimmons, personally known to me to be Second Vice President of The Chase Manhattan Bank (National Association), and Sam Boustead, personally known to me to be Assistant Secretary 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 Second Vice President and Assistant Secretary 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 11th day of October, 1983.


Notary Public

My commission expires

DELLA M. KILLETT
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1985

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1974
(Series 5)

<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	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 33930	\$ 16,708.40	\$ 22,641.13	6/73
1	4750 cu. ft., 100-ton capacity covered hopper car	PTLX 34646	17,214.00	26,851.85	11/73
<u>6</u>	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 14022, 34906 34907, 34911, 34913, 34917	<u>103,931.70</u>	<u>140,536.98</u>	1/74
<u>8</u>			<u>\$137,854.10</u>	<u>\$190,029.96</u>	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1974
(Series 5)

<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>
4	23,500 gal. coiled and insulated tank car	PLCX 224054 thru 224057	\$192,340.00	\$168,682.16	12/79
<u>1</u>	23,500 gal. coiled and insulated tank cars	PLCX 224058	<u>48,085.00</u>	<u>42,314.80</u>	1/80
<u>5</u>			<u>\$240,425.00</u>	<u>\$210,996.96</u>	