

Pullman Leasing Company

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

RECORDATION NO. 10707C
FILED 1428

SEP 26 1983 -9 50 AM
INTERSTATE COMMERCE COMMISSION

Warren G. Andersen
Vice President
and General Counsel

September 22, 1983

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

3-269-121

Re: Filing
Supplemental Agreement
Dated as of August 15, 1983
Equipment Trust Agreement
Dated as of August 1, 1979
(Series 7)

No. _____
Date **SEP 26 1983**
Fee \$ 10.00
ICC Washington, D.C.

RECEIVED
SEP 26 9 42 AM '83
I.C.C.
FEE OPERATION BR.

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 August 15, 1983 between Harris Trust and Savings Bank, as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on August 8, 1979 and was assigned Recordation Number 10707-B.

The Agreement has been amended twice by Supplemental Agreements which were filed with the Commission. The most recent Supplemental Agreement dated as of May 15, 1981 was filed with the Commission on August 6, 1981 and was assigned Recordation No. 10707-B.

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.

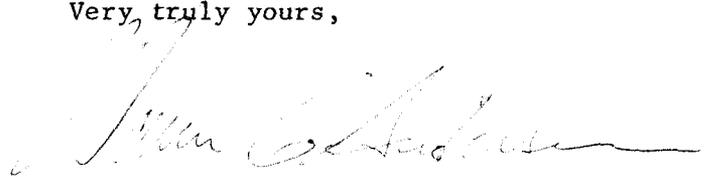
Quentin A. Richter

ICC- Office of Recordation
September 22, 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 C. Anderson". The signature is written in dark ink and is positioned to the right of the typed closing "Very truly yours,".

WGA/drs
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/26/83

OFFICE OF THE SECRETARY

Warren G. Anderson
Vice President & General Counsel
200 South Michigan Avenue
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 **9/26/83** at **9:50am**, and assigned re-
recording number(s).

19709 & 10707-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

EXECUTED IN 6 COUNTERPARTS
COUNTERPART NO. 2

RECORDATION NO. 10707-C Filed 1426

SEP 26 1983 - 9:50 AM

INTERSTATE COMMERCE COMMISSION

PULLMAN LEASING COMPANY
EQUIPMENT TRUST
(Series 7)

SUPPLEMENTAL AGREEMENT NO. 2

Dated as of August 15, 1983

TO

EQUIPMENT TRUST AGREEMENT

Dated as of August 1, 1979

BY AND BETWEEN

Harris Trust and Savings Bank
Trustee

AND

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

SUPPLEMENTAL AGREEMENT NO. 2
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(Series 7)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of August 15, 1983 by and between Harris Trust and Savings Bank, 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 Leasing Company, entered into an Equipment Trust Agreement, dated as of August 1, 1979 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 dated as of February 26, 1981; and Supplemental Agreement No. 1 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 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, 1980. 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 of 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:


Assistant Secretary

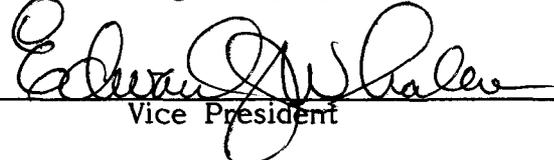
Harris Trust and Savings Bank,
as Trustee

By: 
Vice President

Attest:


Assistant Secretary

Pullman Leasing Company

By: 
Vice President

Attest:


Assistant Secretary

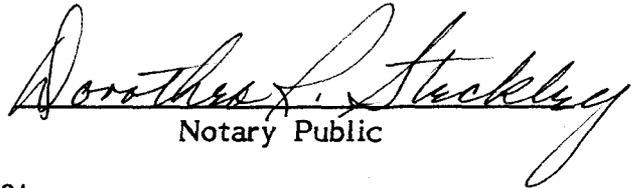
Pullman Rail Leasing Inc.

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 15th day of August, 1983.

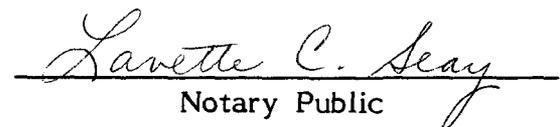

Notary Public

My commission expires February 25, 1984.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LAVETTE C. SEAY, a Notary Public in and for such county and state, do hereby certify that R. S. STAM, personally known to me to be Vice President of Harris Trust and Savings Bank, and J. BARTOLINI, personally known to me to be an 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 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 ~~19th~~ day of *August* 1983.


Notary Public

My commission expires **November 29, 1984**

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(Series 7)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
5	4750 cu. ft., 100-ton capacity covered hopper cars	PLCX 18268, 18503, 18505, 18509, 18518	\$163,947.00	2/79
9	4750 cu. ft., 100-ton capacity covered hopper cars	PLCX 18740, 18755, 18832, 18846, 18847, 18866, 18877, 18914, 18922	289,589.75	4/79
<u>14</u>			<u>\$453,536.75</u>	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(Series 7)

<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	PLCX 224063	\$ 48,085.00	\$ 42,170.54	12/79
6	23,500 gal. coiled and insulated tank cars	PLCX 224059, 224060, 224061, 224062, 224065, 224066	288,510.00	253,888.80	1/80
<u>4</u>	23,500 gal. coiled and insulated tank cars	PLCX 224064, 224067 224068, 224069	192,340.00	169,836.20	2/80
<u>11</u>			<u>\$528,935.00</u>	<u>\$465,895.54</u>	