

**HOGAN & HARTSON**

2-276A066

6701 ROCKLEDGE DRIVE  
BETHESDA, MARYLAND 20817  
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COLUMBIA SQUARE  
555 THIRTEENTH STREET NW  
WASHINGTON, DC 20004-1109

202/637-5600

PETER F. ROUSSELOT  
DIRECT DIAL 202/637-5720

111 SOUTH CALVERT STREET  
BALTIMORE, MARYLAND 21202  
301/659-2700

8300 GREENSBORO DRIVE  
MCLEAN, VIRGINIA 22102  
703/848-2600

10497  
OCT 2 1992 3:40 PM  
INTERSTATE COMMERCE COMMISSION

OCT 2 1992 3:40 PM

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October 2, 1992

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INTERSTATE COMMERCE COMMISSION

OCT 7 9 30 AM '92  
FEDERAL BUREAU OF INVESTIGATION

Sydney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423  
ATTN: Mrs. Mildred Lee

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and two notarized photostatic copies of the following documents:

1. Seventh Supplemental Trust Agreement executed by Union Tank Car Company, as Company, and The First National Bank of Chicago, as Trustee, dated August 31, 1992.
2. Bill of Sale executed by Union Tank Car Company, as Company, and The First National Bank of Chicago, as Trustee, dated September 18, 1992.

A description of the railroad equipment covered by the enclosed documents is set forth in Schedules A and B to the Equipment Trust Agreement.

These documents are to be filed in Recordation No. 10497. The enclosed Trust Agreement is an amendment to the Equipment Trust Agreement dated June 1, 1979.

The names and addresses of the aforementioned parties to the enclosed documents are:

Union Tank Car Company  
39 South LaSalle Street  
Chicago, Illinois 60603

*Carroll*

HOGAN & HARTSON

Sydney L. Strickland  
October 2, 1992  
Page 2

The First National Bank of Chicago  
One First National Plaza  
Suite 0126  
Chicago, Illinois 60670-0126

Enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission, covering the required recordation fee. Kindly return two stamped photostatic copies of the enclosed document, as well as a stamped photostatic copy of this letter by return messenger.

Please feel free to contact me with any questions which you may have concerning the above.

Sincerely,



Peter F. Rousselot

Enclosures

cc: Patrick J. Allen, Esq.  
Sheila Glancy, Esq.



SEVENTH SUPPLEMENTAL TRUST AGREEMENT

UNION TANK CAR COMPANY (SERIES 16)

REGISTRATION NO. 10497-8  
OCT 2 1992 8:22 PM  
SECURITIES AND EXCHANGE COMMISSION

THIS SEVENTH SUPPLEMENTAL TRUST AGREEMENT, dated as of August 31, 1992, by and between Union Tank Car Company ("Company"), a corporation duly organized and existing under the laws of Delaware, and The First National Bank of Chicago, as successor to Wells Fargo Bank, N.A., Trustee ("Trustee").

Recitals

A. Company has heretofore executed and delivered to Trustee an Equipment Trust Agreement ("Trust Agreement") dated as of June 1, 1979, providing for the issue of its Equipment Certificates (Series 16) in the aggregate principal amount of \$60,000,000.

B. Company desires to comply with Section 5.06 of the Trust Agreement by the execution of a Supplement thereto, to evidence the inclusion of Equipment as a part of the Trust Equipment under the Trust Agreement.

Agreement

Company hereby covenants and agrees with Trustee, for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

1. Substitution of Equipment. The Equipment described in Schedule A hereto is hereby substituted for the Equipment described in Schedule B hereto.

2. 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. The Equipment described in Schedule B hereto is hereby removed from the list of Trust Equipment under the Trust Agreement and is no longer subject to any provisions of the Trust Agreement.

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

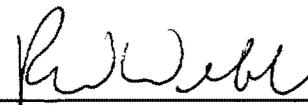
4. Miscellaneous. Except as hereby expressly provided, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect. The Supplemental Trust Agreement may be executed in any number of counterparts, each of which shall be an original.

Company and Trustee have caused this Supplemental 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 first stated above.

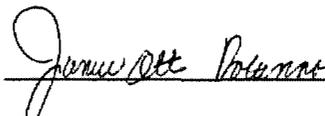
UNION TANK CAR COMPANY

By:   
R. C. Gluth,  
Executive Vice President

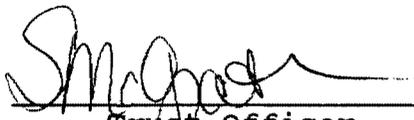
Attest:

  
Robert W. Webb, Secretary

THE FIRST NATIONAL BANK OF CHICAGO

By: 

Attest:

  
Trust Officer

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On August 31, 1992, before me personally came R. C. Gluth, to me known, who, being by me duly sworn, did depose and say that he is Executive 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.

*Jean Fowler*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

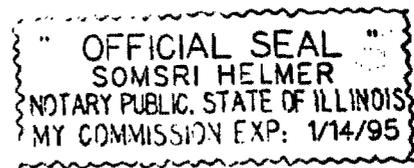


STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 18th day of September, 1992, before me personally came Janice OTT Borunne, to me known, who, being by me duly sworn, did depose and say that he/she is Assistant Vice President of The First National Bank of Chicago, one of the corporations described in and which executed the foregoing instrument; that he/she 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/she signed his/her name thereto by like order.

*Somsri Helmer*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



UNION TANK CAR COMPANY - TREASURERS DEPARTMENT  
 SCHEDULE A - DESCRIPTION OF EQUIPMENT TRUST  
 FOR SUBSTITUTION

PROGRAM ACB1025

CERTIFICATE TRUST SERIES: R016

QUANTITY	A.A.R. MECHANICAL DESIG. CODE	CAPACITY IN GALLONS	ROAD NUMBERS
9	TM	20,000	41942-41943, 67802, 67807-67808, 67810, 67815- 67816, 67869
8	TM	26,000	48341-48342, 48344-48345, 48354-48356, 48363
4	TP	26,700	30136-30139
21 TOTAL			

WCTR CAR	NEW NUMBER	TALLY
WCTR101500	QC 074496	
WCTR101501	QC 074499	
WCTR101502		
WCTR101503	QC 074524	
WCTR101504	QC 074462	
WCTR101505	QC 074503	
WCTR101507	QC 074510	
WCTR101508	QC 074495	
WCTR101509	QC 074513	
WCTR101511		
WCTR101513		
WCTR101514	QC 074467	
WCTR101515	QC 074479	
WCTR101516	QC 074464	
WCTR101517	QC 074501	
WCTR101518		
WCTR101519		
WCTR101520	QC 074459	
WCTR101521		
WCTR101522	QC 074477	
WCTR101523	QC 074508	
WCTR101524	QC 074522	
WCTR101525	QC 074455	
WCTR101526	QC 074466	
WCTR101527		
WCTR101528	QC 074461	
WCTR101529	QC 074505	
WCTR101530		
WCTR101531	QC 074507	
WCTR101532		
WCTR101533	QC 074491	