

\$32.00

3-222A038

HOGAN & HARTSON

COLUMBIA SQUARE
555 THIRTEENTH STREET NW
WASHINGTON DC 20004-1109
(202) 637-5600

15888-C

AUG 10 1993 5:13 PM

INTERSTATE COMMERCE COMMISSION

15888-D

August 10, 1993

AUG 10 1993 3:28 PM

INTERSTATE COMMERCE COMMISSION

BRUSSELS
LONDON
PARIS
PRAGUE
WARSAW

BALTIMORE, MD
BETHESDA, MD
McLEAN, VA

Writer's Direct Dial
202/637-6418

Mr. Sydney L. Strickland
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20432

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 certified photostatic copies of each of the following two documents.

1. Second Supplemental Equipment Trust Agreement dated as of July 23, 1993, between Union Tank Car Company as "Company" and Continental Bank, N.A., as "Trustee."
2. Bill of Sale from Continental Bank, N.A. as trustee under Equipment Trust Agreement dated as of October 1, 1988 (Series P-8) to Union Tank Car Company.

A description of the railroad equipment covered by each of the enclosed two documents is set forth in Schedule A which is hereby substituted for the equipment described in Schedule B to the Second Supplemental Trust Agreement.

These documents are to be filed in recordation No. 15888 as supplements to Equipment Lease Agreement (Series P-8).

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

1. Union Tank Car Company
111 West Jackson Boulevard
Chicago, IL 60604

MOTOR OPERATING UNIT
AUG 10 3 13 PM '93

Counterparts - Jimmy Walling

HOGAN & HARTSON

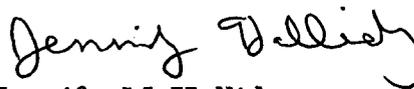
Mr. Sydney L. Strickland
August 10, 1993
Page 2

2. Continental Bank, N.A.
231 South LaSalle Street
Chicago, IL 60697

Enclosed are two checks in the amount of \$16.00 each payable to the order of the Interstate Commerce Commission, covering the required recordation fee for each document. Kindly return two stamped photostatic copies of each of the two enclosed documents as well as a stamped photostatic copy of this letter by return messenger.

Please contact me with any questions that you may have concerning the above.

Sincerely,


Jennifer M. Halliday
Legal Assistant

Enclosures

cc: Patrick J. Allen, Esq.
Peter F. Rousselot, Esq.

-15888-28

SECOND SUPPLEMENTAL TRUST AGREEMENT AUG 10 1993 - 3 29 PM

UNION TANK CAR COMPANY (SERIES P-8) INTERSTATE COMMERCE COMMISSION

THIS SECOND SUPPLEMENTAL TRUST AGREEMENT, dated as of July 23, 1993, by and between Union Tank Car Company ("Company"), a corporation duly organized and existing under the laws of Delaware, and Continental Bank, N.A. ("Trustee").

Recitals

A. Company has heretofore executed and delivered to Trustee an Equipment Trust Agreement ("Trust Agreement") dated as of October 1, 1988, providing for the issue of its Equipment Certificates (Series P-8) in the aggregate principal amount of \$48,750,000.

B. Company desires to comply with Section 4.07 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

CONTINENTAL BANK, N.A.

By: 
TRUST OFFICER

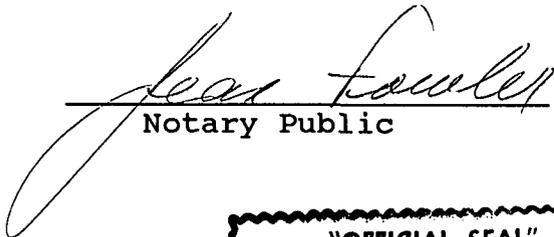
Attest:


Trust Officer

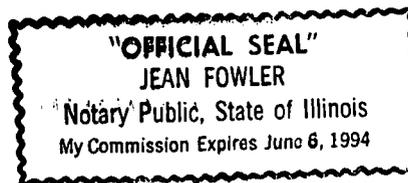
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On July 23, 1993, 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.


Notary Public

My Commission Expires:



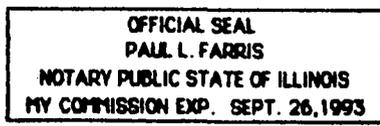
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this ^{30th} day of July, 1993, before me personally came MARTEA L. SENDERS, to me known, who, being by me duly sworn, did depose and say that he/she is TRUST OFFICER of Continental Bank, N.A., 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.


Notary Public

My Commission Expires:

Sept 26, 1993



PROGRAM ACTB1025

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

RUN DATE: 07/09/93

CERTIFICATE TRUST SERIES: P008

QUANTITY	A.A.R. MECHANICAL DESIG. CODE	CAPACITY IN GALLONS	ROAD NUMBERS
10	T055	20,000	UTLX130020-UTLX130029
1	T092	8,000	UTLX200535
2	T095	19,000	UTLX200543,UTLX200545
1	T096	23,500	UTLX647035
7	T104	14,000	UTLX300240-UTLX300246
1	T104	16,000	UTLX630035
1	T106	23,500	UTLX640374
10	T107	26,000	UTLX200347-UTLX200355,UTLX201048
63	T108	30,000	UTLX100004-UTLX100005,UTLX200315-UTLX200327, UTLX200329-UTLX200346,UTLX200368-UTLX200382, UTLX200384-UTLX200398
1	T907	25,000	UTLX900558
97	TOTAL		

PROGRAM ACTB1027

UNION TANK CAR COMPANY - TREASURERS DEPARTMENT
SCHEDULE B - DESCRIPTION OF RETIRED EQUIPMENT
TERMINATED EQUIPMENT

RUN DATE: 07/09/93

CERTIFICATE TRUST SERIES: P008

QUANTITY	A.A.R. MECHANICAL DESIG. CODE	CAPACITY IN GALLONS	ROAD NUMBERS
80	C214	5,800	UTCX46893-UTCX46967,UTCX46970,UTCX46985, UTCX46987-UTCX46989