



200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070



Pullman Leasing Company

August 3, 1988

8-221A011

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

RECORDATION NO. 11875-J
FILED 1988

AUG 8 1988 - 9 40 AM

AUG 8 1988

INTERSTATE COMMERCE COMMISSION

MOD. OPERATING UNIT

AUG 8 9 29 AM '88

ICC OFFICE OF THE SECRETARY

Re: Filing
Supplemental Agreement
Dated June 15, 1988
Equipment Trust Agreement
Dated as of June 1, 1980
(Series 8)

ICC Washington, D. C.

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement No. 9 (hereinafter referred to as the "Supplement") dated as of June 15, 1988 between Harris Trust and Savings Bank, as Successor Trustee (hereinafter referred to as the "Successor Trustee"), and Signal Capital Corporation (hereinafter referred to as the "Company"), to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of June 1, 1980 between Northern Trust Company, as Trustee, and Pullman Leasing Company. The Agreement was filed with the Commission on June 6, 1980 and was assigned Recordation Number 11875.

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 15, 1987 was filed with the Commission on November 20, 1987 and was assigned Recordation No. 11875-I.

Under the Agreement, as amended, the Successor Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Signal Capital Corporation, formerly known as Pullman Leasing Company and the Successor 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; and for the purpose of changing the identification mark and car numbers of some of the units.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$13.00 as the fee for recording the Supplement.

Handwritten signature: C. Andrew Lane

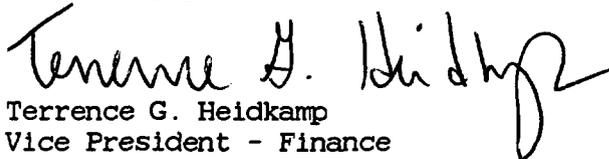


ICC - Office of Recordation
August 3, 1988
Page Two

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,


Terrence G. Heidkamp
Vice President - Finance

TGH:pn

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

8/8/88

OFFICE OF THE SECRETARY

Terrence G. Heidkamp
Vice President-Finance
Pullman Leasing Company
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 8/8/88 at 9:40am, and assigned recordation number(s).

11875-J

Sincerely yours,



Secretary

Enclosure(s)

REGISTRATION NO. 11875-8
AUG 8 1988 - 9 440 AM
INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 4

PULLMAN LEASING COMPANY

EQUIPMENT TRUST

(Series 8)

SUPPLEMENTAL AGREEMENT NO. 9

Dated as of June 15, 1988

TO

EQUIPMENT TRUST AGREEMENT

Dated as of June 1, 1980

BY AND BETWEEN

THE NORTHERN TRUST COMPANY
TRUSTEE

AND

PULLMAN LEASING COMPANY

SUPPLEMENTAL AGREEMENT NO. 9
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 1, 1980
(Series 8)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of June 15, 1988 by and between Harris Trust and Savings Bank, an Illinois Banking Corporation, as Successor Trustee (hereinafter called the "Successor Trustee"), and Signal Capital Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, The Northern Trust Company, as Trustee, and Pullman Leasing Company, entered into an Equipment Trust Agreement, dated as of June 1, 1980 and such Equipment Trust Agreement heretofore has been supplemented and amended (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, The Northern Trust Company, as Trustee, Pullman Rail Leasing Inc., formerly known as Pullman Leasing Company, and the Company entered into a Supplemental Agreement dated as of February 26, 1981 whereby the Company assumed as primary obligor, jointly and severally with Pullman Rail Leasing Inc., 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 Pullman Rail Leasing Inc.; and

WHEREAS, the Successor Trustee, Pullman Rail Leasing Inc., and the Company entered into a Supplemental Agreement dated as of September 30, 1986 whereby the Company assumed as sole obligor the prompt payment of principal and interest on the Trust Certificates and the due and punctual performance and observance of all of the terms, covenants and conditions of the Equipment Trust Agreement to be kept and performed by Pullman Rail Leasing Inc.; 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 Successor 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 Successor 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 Successor Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, in accordance with Section 5.07 of the Equipment Trust Agreement, the Company has requested that the Successor Trustee permit the Company to change the identification mark and car numbers of 8 units of the Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Successor 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; Supplemental Agreement No. 1 dated as of May 15, 1981; Supplemental Agreement No. 2 dated as of August 15, 1983; Supplemental Agreement No. 3 dated as of April 15, 1984; Supplemental Agreement No. 4 dated as of December 17, 1984; Supplemental Agreement No. 5 dated as of October 1, 1985; Supplemental Agreement No. 6 dated as of September 30, 1986; Supplemental Agreement No. 7 dated as of December 15, 1986; and Supplemental Agreement No. 8 dated as of October 15, 1987; and

WHEREAS, the Successor Trustee and the Company 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 and to permit the remarking and renumbering of 8 units of the Trust Equipment.

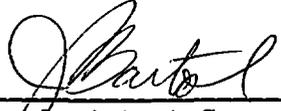
NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

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, 1985. 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 Successor 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. Attached hereto as Schedule C is a list which shows the present identification mark and car numbers for 8 units of the Trust Equipment and the new identification mark and car numbers which will be substituted therefor on each of such units.
4. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

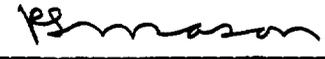
IN WITNESS WHEREOF, the Successor Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

Harris Trust and Savings Bank,
as Successor Trustee



Assistant Secretary

By: 

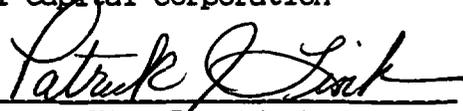
Vice President

Attest:

Signal Capital Corporation



Assistant Secretary

By: 

Vice President



STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF ROCKINGHAM)

I, GENISE AMERO, a Notary Public in and for such County and State, do hereby certify that PATRICK J. LINK, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and ALLISON G. PERLEBRINO, personally known to me to be an Assistant Secretary of said corporation, 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 corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of June, 1988.

Genise Amero
Notary Public

My commission expires

9/24/91



SCHEDULE A
 EQUIPMENT TRUST AGREEMENT
 DATED AS OF JUNE 1, 1980
 (SERIES 8)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
11	4750 cu. ft. 100-ton capacity covered hopper	PLCX 19225, 19292, 19330, 19343, 19356, 19420, 19427, 19474, 19608, 19680, 19722	\$234,489.98	8/79
<u>2</u>	4750 cu. ft. 100-ton capacity covered hopper	PLCX 21813, 21832	<u>45,520.37</u>	10/79
<u>13</u>	Total		<u>\$280,010.35</u>	

SCHEDULE B
 EQUIPMENT TRUST AGREEMENT
 DATED AS OF JUNE 1, 1980
 (Series 8)

<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>
2	4750 cu. ft. 100-ton capacity covered hopper cars	PLWX 16006, 16007	\$ 69,429.76	\$ 47,299.02	5/81
9	4750 cu. ft. 100-ton capacity covered hopper cars	PLWX 16009, 16010, 16011, 16012, 16013, 16014, 16015, 16016, 16017	323,300.43	226,310.34	10/81
1	4750 cu. ft. 100-ton capacity covered hopper cars	PLWX 16005	35,932.23	28,251.72	9/83
<u>12</u>	<u>Total</u>		<u>\$428,662.42</u>	<u>\$301,861.08</u>	

SCHEDULE C
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 1, 1980
(SERIES 8)

<u>OLD CAR NUMBER</u>	<u>NEW CAR NUMBER</u>
PLCX 19401	IHRC 8911
19405	8912
19414	8915
21967	8967
21974	8974
21975	8975
21976	8976
21982	8982