

L-174A110  
JUN 23 1981



# Pullman Rail Leasing Inc.

Date \_\_\_\_\_  
Fee \$ 10.00

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

ICC, Washington, D. C.

June 18, 1981

Honorable Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECORDATION NO. 9795-A Filed 1425

JUN 22 1981 10 25 AM

Dear Madam Secretary:

INTERSTATE COMMERCE COMMISSION

Will you please record, as provided in Section 49 USC 11303 of the Interstate Commerce Act, the Amendment Agreement dated February 26, 1981, among the parties set forth below. Three original and three certified true copies of the original documents are enclosed with this letter of transmittal, along with a check in the amount of \$10.00.

JUN 23 10 29 AM '81  
RECEIVED  
FEE OPERATION ST.

The information required for such recordation by order of the Interstate Commerce Commission is as follows:

Section 1116.4(b). The names and addresses of the parties to the transaction:

The Vendor - The M. W. Kellogg Company (Pullman Standard Division), formerly known as Pullman Incorporated (Pullman Standard Division)  
200 South Michigan Avenue  
Chicago, Illinois 60604

The Vendee - Pullman Rail Leasing, Inc., formerly known as Pullman Leasing Company  
200 South Michigan Avenue  
Chicago, Illinois 60604

The Obligor - Pullman Leasing Company  
200 South Michigan Avenue  
Chicago, Illinois 60604

The Assignee - The Connecticut Bank and Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115

*William D. McMan*  
*C. Dunlop*

## Section 1116.4(c) - Description of the Equipment.

<u>Type</u>	<u>Quantity</u>	<u>Car Nos.</u>	<u>Marked*</u>	<u>A.A.R. Mechanical Designation</u>
100-Ton Triple Open Top Hopper Cars	1,000	489801-490800 Inclusive	As indicated	HT

\*Each unit will have stenciled on each side thereof the following legend:

"Ownership subject to a Security Agreement filed under the Interstate Commerce Act Section 20C"

Section 1116.4(e) - The Conditional Sale Agreement dated as of August 1, 1978 and the Agreement and Assignment dated as of August 1, 1978 were filed with the Interstate Commerce Commission at 1:20 P.M. on October 25, 1978 and assigned Recordation No. 9795.

Section 1116.4(f) - Two original documents and two certified true copies of the original document which is being recorded, should be returned to David R. Wood, Esq., c/o Wheelabrator-Frye Inc., 2550 M Street, N.W., Washington, D.C. 20037.

Very truly yours,



Edward J. Whalen  
Vice President-Finance  
and Treasurer

EJW:L  
Enc.

**Interstate Commerce Commission**  
Washington, D.C. 20423

6/23/81

OFFICE OF THE SECRETARY

**David R. Wood, Esq.**  
**c/o Wheelabrator-Frye Inc.**  
**2550 M. Street, N.W.**  
**Washington, D.C. 20037**

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 **6/23/81** at **10:35am**, and assigned re-  
recording number(s). **9795-A**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

CERTIFICATION OF TRUE COPY OF ORIGINAL NEGOTIATION NO. 9795-A

JUN 22 1981 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

I, Edward J. Whalen, Vice President-Finance and Treasurer of Pullman Rail Leasing Inc., do swear that this is a true copy of the attached Amendment Agreement dated February 26, 1981 which is a true and complete copy in all respects, including the dates, signatures and acknowledgments.

*Edward J. Whalen*

Edward J. Whalen  
Vice President-Finance and Treasurer  
Pullman Rail Leasing Inc.

State of Illinois) )  
County of Cook ) SS:

On this 11th day of June, 1981, before me appeared Edward J. Whalen, to me personally known, who being duly sworn, did say that he is Vice-President-Finance and Treasurer of Pullman Rail Leasing Inc., that this instrument was signed and sealed in behalf of Pullman Rail Leasing Inc. by authority of its Board of Directors, and he acknowledges that the execution of this instrument was the free act and deed of Pullman Rail Leasing Inc.

*Northeast Steckley*  
Notary Public

MY COMMISSION EXPIRES FEBRUARY 25, 1984

9795-A

REGISTRATION NO. .... Filed 1925

JUN 22 1981 10 25 AM

INTERSTATE COMMERCE COMMISSION

February 26, 1981

The Connecticut Bank and  
Trust Company, as Agent  
One Constitution Plaza  
Hartford, Connecticut 06115

Attention: Corporate Trust Department.

9.375% Conditional Sale Indebtedness  
due January 15, 1996

Gentlemen:

Pursuant to the Finance Agreement, dated as of August 1, 1978 (the "Finance Agreement"), among Pullman Rail Leasing Inc., a Delaware corporation (formerly Pullman Leasing Company and hereinafter referred to as the "Company"), the parties named in Appendix 1 thereto and you, as Agent, the Conditional Sale Agreement, dated as of August 1, 1978 (the "Conditional Sale Agreement"), between The M. W. Kellogg Company, a Delaware corporation (formerly Pullman Incorporated and hereinafter referred to as "Kellogg"), and the Company, and the Agreement and Assignment, dated as of August 1, 1978 (the "Assignment"), between Kellogg and you, as Agent:

(a) Pullman Leasing Company, the sole parent of the Company ("PLC"), hereby assumes, effective as of

the date hereof, as primary obligor, jointly and severally with the Company, (i) the due and punctual payment of the principal of and interest on the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement), in accordance with the terms of the Conditional Sale Agreement and the Finance Agreement; and (ii) the due and punctual performance and observance of all the terms, covenants and conditions of the Finance Agreement, the Conditional Sale Agreement and the Assignment; and

(b) Kellogg hereby acknowledges and consents to the assumption by PLC of the obligations described in paragraph (a) above and hereby affirms that the Conditional Sale Agreement, as hereby supplemented, and the Assignment are ratified and confirmed and all the terms and provisions thereof shall be and are in full force and effect.

Please indicate your agreement to the foregoing by executing and returning to us the enclosed copy of this letter.

Attest:

*[Signature]*  
Assistant Secretary

PULLMAN RAIL LEASING INC.

By *[Signature]*  
Sr. Vice President

Attest:

*[Signature]*  
Assistant Secretary

PULLMAN LEASING COMPANY

By *[Signature]*  
Sr. Vice President

Attest:

*[Signature]*  
Assistant Secretary

THE M. W. KELLOGG COMPANY

By *[Signature]*  
Vice President

The foregoing is hereby agreed to as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, as Agent

By *[Signature]*

Attest:

*[Signature]*

[Seal]

STATE OF New Hampshire,  
COUNTY OF Rockingham:ss.:

On the 26<sup>th</sup> day of February, 1981, before me personally came OWEN F. LEONARD, to me known, who, being duly sworn, did depose and say that he resides at HAMPTON, NEW HAMPSHIRE; that he is a Vice President of PULLMAN RAIL LEASING INC., one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

Susan R. McDonald  
Notary Public

[Notarial Seal]

STATE OF New Hampshire,  
COUNTY OF Rockingham:ss.:

On the 26<sup>th</sup> day of February, 1981, before me personally came RICHARD D. RIZZO to me known, who, being duly sworn, did depose and say that he resides at HAMPTON, NEW HAMPSHIRE; that he is a Vice President of PULLMAN LEASING COMPANY, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

Susan R. McDonald  
Notary Public

[Notarial Seal]

STATE OF New Hampshire,  
COUNTY OF Rockingham ) :ss.:

On the 26<sup>th</sup> day of February, 1981, before me personally came PAUL L. BARKETT, to me known, who, being duly sworn, did depose and say that he resides at HAUPTON, NEW HAMPSHIRE; that he is a Vice President of The M. W. Kellogg Company, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

Susan R. MacDonald  
Notary Public

[Notarial Seal]

STATE OF Connecticut )  
COUNTY OF Hartford ) :ss.:

On the 15<sup>th</sup> day of May February, 1981, before me personally came DONALD E. SMITH, to me known, who, being duly sworn, did depose and say that he resides at Marlborough, Connecticut; that he is an authorized officer of THE CONNECTICUT BANK AND TRUST COMPANY, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

Sherree M. Daniels  
Notary Public  
SHEREE M. DANIELS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1985

[Notarial Seal]