



Pullman Leasing Company

REGISTRATION NO. 2643 Filed 1425

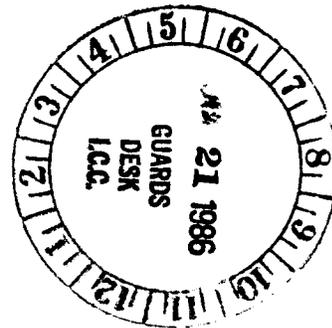
200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

JUL 21 1986 -9 15 AM

INTERSTATE COMMERCE COMMISSION
July 16, 1986

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

7/21/86
Date
Fee \$ 10.00 due
Washington, D. C.



Re: Filing
Supplemental Agreement
Dated as of July 1, 1986
Equipment Trust Agreement
Dated as of June 15, 1972
(Series 3)

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 July 1, 1984 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of June 15, 1972 between Continental Illinois National Bank and Trust Company of Chicago, as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on June 26, 1972 and was assigned Recordation Number 6643.

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 August 20, 1984 was filed with the Commission on January 11, 1984 and was assigned Recordation No. 6644-P.

Under the Agreement, the 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, 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.

Handwritten signature: C. Owen [unclear]

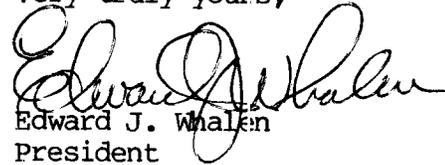


ICC- Office of Recordation
July 16, 1986
Page Two

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,


Edward J. Whalen
President

EJW/pn
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

7/22/ 86

Edward J. Whalen
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 7/21/86 at 9:15am , and assigned re-
recording number (s). 6643-Q

Sincerely yours,

Norata R. McGee

Enclosure (s)

SE-30
(7/79)

EXECUTED IN 6 COUNTERPARTS
COUNTERPART NO. 1

16643
Filed 1425
JUL 27 1986 -9 15 AM
STATE COMMERCE COMMISSION

PULLMAN TRANSPORT LEASING COMPANY
EQUIPMENT TRUST
(Series 3)

SUPPLEMENTAL AGREEMENT NO. 14

Dated as of May 1, 1986

TO

THE EQUIPMENT TRUST AGREEMENT

Dated as of June 15, 1972

BY AND BETWEEN

Continental Illinois National Bank
and Trust Company of Chicago
Trustee

AND

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

SUPPLEMENTAL AGREEMENT NO. 14
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1972
(Series 3)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of May 1, 1986 by and between Continental Illinois National Bank and Trust Company of Chicago, 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 Signal Capital Corporation, formerly known as Pullman Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "SCC").

WHEREAS, the Trustee and the Company, originally Pullman Transport Leasing Company, entered into an Equipment Trust Agreement, dated as of June 15, 1972 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 SCC entered into a Supplemental Agreement dated as of February 26, 1981 whereby SCC 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 August 8, 1972; Supplemental Agreement dated as of September 26, 1972; Supplemental Agreement dated as of May 22, 1973; Supplemental Agreement No. 4 dated as of August 15, 1973; Supplemental Agreement No. 2 dated as of March 18, 1974; Supplemental Agreement No. 3 dated as of August 15, 1974; Supplemental Agreement No. 4 dated as of December 1, 1975; Supplemental Agreement No. 5 dated as of January 16, 1976; Supplemental Agreement No. 6 dated as of November 1, 1977; Supplemental Agreement No. 7 dated as of January 1, 1979; Supplemental Agreement No. 8 dated as of November 15, 1979; Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 9 dated as of May 15, 1981; Supplemental Agreement No. 10 dated as of December 1, 1982; Supplemental Agreement No. 11 dated as of July 15, 1983; Supplemental Agreement No. 12 dated as of December 1, 1983; and Supplemental Agreement No. 13 dated as of July 1, 1984; and

WHEREAS, the Trustee, the Company and SCC 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 SCC 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, 1983. 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 remain in full force and effect.

IN WITNESS WHEREOF, the Trustee, the Company and SCC 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:

Continental Illinois National Bank
and Trust Company of Chicago,
as Trustee

Alice K. Greenhouse
Trust Officer

By: Robert J. Mohr
Vice President

Attest:

Signal Capital Corporation

Allison H. Pellegrino
Assistant Secretary

By: M. B. Clegg
Vice President

Attest:

Pullman Rail Leasing Inc.

David R. Wood
Assistant Secretary

By: Edward J. Whalen
President

STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF ROCKINGHAM)

I, Mary F. Vignale, a Notary Public in and for such County and State, do hereby certify that Mr. Brian Poreze, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and Allison C. Pellegrino, 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 20th day of May, 1986.

Mary F. Vignale
Notary Public

My commission expires Nov. 2, 1988

SCHEDULE A
 EQUIPMENT TRUST AGREEMENT
 DATED AS OF JUNE 15, 1972
 (Series 3)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
1	4427 cu. ft., 100-ton capacity covered hopper car	TJDX 5365	\$ 6,378.82	5/65
1	4740 cu. ft., 100-ton capacity covered hopper car	TJDX 31166	18,128.82	7/71
<u>1</u>	4785 cu. ft., 100-ton capacity covered hopper car	TJDX 35182	<u>17,315.68</u>	9/71
<u>3</u>			<u>\$ 41,823.32</u>	

SCHEDULE B
 EQUIPMENT TRUST AGREEMENT
 DATED AS OF JUNE 15, 1972
 (Series 3)

<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>		
<u>6</u>	11,375 gal. tank cars	TLDX 211000	\$ 21,523.00	\$ 8,092.65	1/69		
		211002	20,723.00	7,791.85	1/69		
		211003	21,339.00	8,023.46	1/69		
		211004	18,526.00	6,965.78	1/69		
		211007	21,524.00	8,093.02	1/69		
		211008	21,347.00	8,026.47	1/69		
				<u>\$124,982.00</u>		<u>\$ 46,993.23</u>	