



Pullman Leasing Company

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

June 22, 1988

RECORDATION NO. 6643-T Filed 1486

8-180A086

JUN 28 1988 - 11:44 AM

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

INTERSTATE COMMERCE COMMISSION

15.00

Re: Filing
Supplemental Agreement
Dated as of May 15, 1988
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 No. 17 (hereinafter referred to as the "Supplement") dated as of May 15, 1988 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 1, 1987 was filed with the Commission on October 19, 1987 and was assigned Recordation No. 6643-S.

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 \$15.00 as the fee for recording the Supplement.

Rochney Smith
Conrad

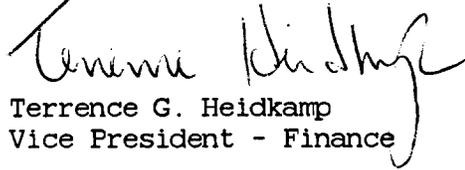


ICC - Office of Recordation
June 22, 1988
Page Two

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

6/28/88

OFFICE OF THE SECRETARY

Terrence G. Heidkamp
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 6/28/88 at 11:05am, and assigned recordation number(s). 6643-T

Sincerely yours,

Narta R. McGee
Secretary

Enclosure(s)

RECORDATION ON 6643 T FILED 1988

JUN 28 1988 - 11 20 AM

EXECUTED IN 6 COUNTERPARTS
COUNTERPART NO. 2

INTERSTATE COMMERCE COMMISSION

PULLMAN TRANSPORT LEASING COMPANY
EQUIPMENT TRUST
(Series 3)

SUPPLEMENTAL AGREEMENT NO. 17

Dated as of May 15, 1988

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

SUPPLEMENTAL AGREEMENT NO. 17
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1972
(Series 3)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of May 15, 1988 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"), and Signal Capital Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Trustee and 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, Pullman Rail Leasing Inc., formerly known as Pullman Transport Leasing Company, and the Company, formerly known as Pullman Leasing 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 the Company; and

WHEREAS, the 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 the 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 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, in accordance with Section 5.07 of the Equipment Trust Agreement, the Company has requested that the Trustee permit the Company to change the identification mark and car numbers of units of the 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; Supplemental Agreement No. 14 dated as of May 1, 1986; Supplemental Agreement No. 15 dated as of September 30, 1986; and Supplemental Agreement No. 16 dated as of August 1, 1987; and

WHEREAS, the 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 the Units of 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, 1986. 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. Attached hereto as Schedule C is a list which shows the present identification mark and car numbers for units of the Trust Equipment and the new identification mark and car numbers which will be substituted therefore on each of such units.
4. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the 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:

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

Diane Schmidt
Trust Officer

By: Alice K. Greenhouse
SECOND Vice President

Attest:

Signal Capital Corporation

William G. Pellegrini
Assistant Secretary

By: Patrick J. Lusk
Vice President

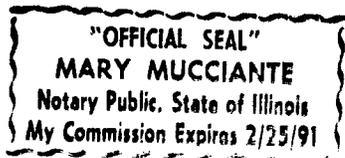
STATE OF ILLINOIS)
COUNTY OF COOK)

I, MARY MUCCIANTE a Notary Public in and for such county and state, do hereby certify that Alice K. Greenhouse, personally known to me to be Second Vice President of Continental Illinois National Bank and Trust Company of Chicago, and DIANE T. B. SCHMIDT, personally known to me to be Bank Officer, of said Bank, 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 Second Vice President and Bank Officer of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of June, 1988.

Mary Mucciante
Notary Public

My commission expires



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	TLDX 5349	\$ 597.43	6/65
1	4750 cu. ft. 100-ton capacity covered hopper	TLCX 31165	4,327.91	8/71
1	23,500 gallon tank car	TLDX 223180	10,359.20	10/71
1	4740 cu. ft. 100-ton capacity covered hopper	TLCX 31774	5,685.52	4/72
<u>4</u>	<u>Total</u>		<u>\$20,970.06</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>
1	4427 cu. ft. 100-ton capacity covered hopper	TDX 2501	\$13,828.75	\$ 605.01	2/67
1	26,000 gallon tank car	PTLX 126016	34,982.15	20,814.37	2/77
<u>2</u>	<u>Total</u>		<u>\$48,810.90</u>	<u>\$21,419.38</u>	

SCHEDULE C
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1972
SERIES 3

OLD CAR
NUMBER

NEW CAR
NUMBER

TLCX 31227
TLCX 31229
TLCX 31247
TLCX 31784
TLCX 31789
TLCX 31814
TLCX 31836
TLCX 31840

S00 81227
S00 81229
S00 81247
S00 31784
S00 31789
S00 31814
S00 31836
S00 31840