

10
15080-B

RECORDATION NO. 15080-B Filed & Recorded

MAR 2 1987 1-10 PM

7-061A101

No. _____
Date MAR 2 1987
Fee \$ 20.00
ICC Washington, D.C.

ICC OFFICE OF
THE SECRETARY
MAR 2 1 02 PM '87
MOTOR OPERATING UNIT

Ms. Noreta M. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation under the provisions of Section 11303 of Title 49 of the U.S. Code are the original and five counterparts of a Second Amendment dated as of January 31, 1987 to the Equipment Lease dated as of September 1, 1986. The Second Amendment is a secondary document and amends the Equipment Lease filed on October 20, 1986 with the Commission and assigned recordation number 15080.

A general description of the railroad rolling stock covered by the enclosed documents and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the Second Amendment to the Equipment are as follows:

- Lessor: Mercantile Bank National Association
Eighth and Locust Streets
St. Louis, Missouri 63101
Attention: Leasing Manager
- Lessee: Pullman Leasing Company,
a division of Signal
Capital Corporation
200 South Michigan Avenue
Chicago, Illinois 60604
Attention: Lease Administrator

The undersigned acted as special counsel in connection with the preparation of the enclosed document and has knowledge of the matters set forth therein.

Please return the original and any extra copies of the Second Amendment to the Equipment Lease not needed by the Commission for recordation to Elizabeth L. Majers, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

A short summary of the enclosed primary document to appear in the Index is as follows:

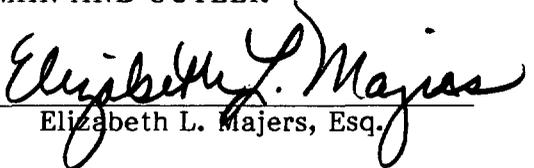
Handwritten signature: Elizabeth L. Majers

Second Amendment to the Equipment Lease between Mercantile Bank National Association, as Lessor, Eighth and Locust Streets, St. Louis, Missouri 63101, Attention: Leasing Manager and Pullman Leasing Company, a division of Signal Capital Corporation, as Lessee, 200 South Michigan Avenue, Chicago, Illinois 60604.

Very truly yours,

CHAPMAN AND CUTLER

By


Elizabeth L. Majers, Esq.

Enclosures

DESCRIPTION OF EQUIPMENT

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
Two Hundred	5850 cubic foot covered hopper cars equipped with pneumatic outlet gates and circular hatch covers manufactured by Trinity Industries, Inc.	PLWX 46000 to PLWX 46150, both inclusive, and PLCX 46151 to PLCX 46199, both inclusive

Interstate Commerce Commission
Washington, D.C. 20423

3/2/87

OFFICE OF THE SECRETARY

Elizabeth L. Majers, Esq.
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603

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 3/2/87 at 1:10pm, and assigned re-
recording number(s) 15080-B & 15081-B

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 15080-13 Filed & Recorded

MAR 2 1987 1-10 PM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT

Dated as of January 31, 1987

to

EQUIPMENT LEASE

Dated as of September 1, 1986

between

MERCANTILE BANK NATIONAL ASSOCIATION

LESSOR

And

SIGNAL CAPITAL CORPORATION

LESSEE

**SECOND AMENDMENT TO
EQUIPMENT LEASE**

THIS SECOND AMENDMENT dated as of January 31, 1987, is between **MERCANTILE BANK NATIONAL ASSOCIATION**, a national banking association (the "Lessor"), and **SIGNAL CAPITAL CORPORATION**, a Delaware corporation (the "Lessee").

RECITALS:

A. The Lessor and the Lessee have entered into an Equipment Lease dated as of September 1, 1986, as amended by the First Amendment to Equipment Lease dated as of November 15, 1986 (as so amended, the "Lease"). The capitalized terms used in this Second Amendment shall have the respective meanings assigned thereto in the Lease unless otherwise herein defined or the context shall otherwise require.

B. The Lessor and the Lessee now desire to amend the Lease for the purposes set forth herein.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Second Amendment a valid, binding and legal instrument according to its terms for the purposes herein expressed have been done and performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. The first paragraph of Section 2.1(a) of the Lease is hereby amended in its entirety to read as follows:

"(a) **Fixed Rental.** For each Item of Equipment, thirty-nine (39) semiannual installments of fixed rental (the "Fixed Rental"), each in an amount determined by multiplying the Purchase Price of the Equipment by the percentage set forth in Schedule C attached hereto and made a part hereof for the applicable Fixed Rental Payment Date (as hereinafter defined), it being understood and agreed by the Lessor that as provided in said Schedule C, no Fixed Rental is due and payable on July 2, 1987, July 2, 1988, July 2, 1989, July 2, 2004, July 2, 2005 and July 2, 2006."

2. Schedules C and D to Equipment Lease attached to this Second Amendment shall be substituted for Schedules C and D to Equipment Lease attached to the Lease as originally executed.

This Second Amendment may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract.

This Second Amendment shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Second Amendment may refer to the "Equipment Lease dated as of September 1, 1986" without making specific reference to this Second Amendment, but nevertheless all such references shall be deemed to include this Second Amendment unless the context shall otherwise require.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the day and year first above written.

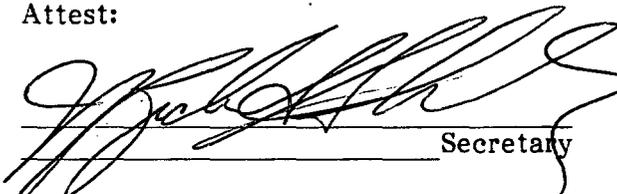
**MERCANTILE BANK NATIONAL
ASSOCIATION**

[CORPORATE SEAL]

By 
Its V.P.

Attest:

LESSOR


Secretary

SIGNAL CAPITAL CORPORATION

[CORPORATE SEAL]

By _____
Its _____

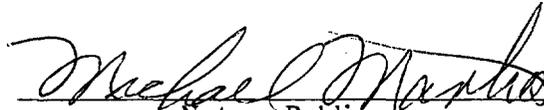
Attest:

LESSEE

Secretary

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 29th day of January, 1987, before me personally appeared J. Richard Skowby and Russell A. Hagan, to me personally known, who being by me duly sworn, says that they are the Secretary and a Vice President, respectively, of MERCANTILE BANK NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

MICHAEL MANTIA

My commission expires:

MICHAEL MANTIA
NOTARY PUBLIC—STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 10, 1990
JEFFERSON COUNTY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of _____, 1987, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, says that they are the _____ and _____, respectively, of SIGNAL CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires:

This Second Amendment shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Second Amendment may refer to the "Equipment Lease dated as of September 1, 1986" without making specific reference to this Second Amendment, but nevertheless all such references shall be deemed to include this Second Amendment unless the context shall otherwise require.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the day and year first above written.

MERCANTILE BANK NATIONAL
ASSOCIATION

[CORPORATE SEAL]

By _____
Its _____

Attest:

LESSOR

Secretary

SIGNAL CAPITAL CORPORATION

[CORPORATE SEAL]

By Peter [Signature]
Its Vice President

Attest:

LESSEE

Alicia G. Pellegrino
Assistant Secretary

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this _____ day of _____, 1987, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, says that they are the _____ and _____, respectively, of MERCANTILE BANK NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 2nd day of February, 1987, before me personally appeared Peter B. White and Allison B. Kelly, to me personally known, who being by me duly sworn, says that they are the Vice President and Assistant Secretary, respectively, of SIGNAL CAPITAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gleanor J. Feivell
Notary Public

[NOTARIAL SEAL]

My commission expires: 8/26/89

SCHEDULE OF FIXED RENTAL

The Fixed Rental for an Item of Equipment shall mean an amount equal to the percentage of the Purchase Price of such Item set forth opposite the applicable Fixed Rental Payment Date in the following schedule:

<u>Fixed Rental Payment Date</u>	<u>Percentage of Purchase Price</u>
July 2, 1987	0.0000000
January 2, 1988	6.6502802
July 2, 1988	0.0000000
January 2, 1989	6.6502802
July 2, 1989	0.0000000
January 2, 1990	6.6502802
July 2, 1990	2.6672264
January 2, 1991	3.9830538
July 2, 1991	2.6063694
January 2, 1992	4.0439108
July 2, 1992	2.5561663
January 2, 1993	4.0941139
July 2, 1993	2.5109869
January 2, 1994	4.1392933
July 2, 1994	2.8034827
January 2, 1995	9.1100393
July 2, 1995	2.8648784
January 2, 1996	6.1420429
July 2, 1996	1.9860774
January 2, 1997	6.3435772
July 2, 1997	1.7845430
January 2, 1998	6.5646575
July 2, 1998	1.5634627
January 2, 1999	6.8071794
July 2, 1999	1.3209408
January 2, 2000	7.0732225
July 2, 2000	1.0548978
January 2, 2001	7.3650678
July 2, 2001	0.7630524
January 2, 2002	7.6852180
July 2, 2002	0.4429023
January 2, 2003	8.0364181
July 2, 2003	0.0917022
January 2, 2004	8.1281203
July 2, 2004	0.0000000
January 2, 2005	8.1281203
July 2, 2005	0.0000000
January 2, 2006	8.1281203
July 2, 2006	0.0000000
TOTALS	150.7396847

(Signal Capital No. 86-1)

SCHEDULE C
(to Equipment Lease)

SCHEDULE OF CASUALTY VALUE

The Casualty Value for an Item of Equipment payable on the Term Lease Commencement Date or any Fixed Rental Payment Date thereafter or on January 2, 2007 shall mean an amount equal to the percentage of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Term Lease Commencement Date or Fixed Rental Payment Date on which Casualty Value is Paid</u>	<u>Percentage of Purchase Price of each Hopper Car Payable as Casualty Value</u>
January 2, 1987	102.56316%
July 2, 1987	105.86336
January 2, 1988	104.80378
July 2, 1988	101.75241
January 2, 1989	103.33845
July 2, 1989	99.97472
January 2, 1990	101.24155
July 2, 1990	97.57249
January 2, 1991	95.71621
July 2, 1991	94.37901
January 2, 1992	92.42026
July 2, 1992	90.96974
January 2, 1993	91.02319
July 2, 1993	89.47976
January 2, 1994	89.53670
July 2, 1994	87.90298
January 2, 1995	87.60544
July 2, 1995	80.71515
January 2, 1996	80.07188
July 2, 1996	76.00542
January 2, 1997	76.13946
July 2, 1997	71.75844
January 2, 1998	71.98800
July 2, 1998	67.26740
January 2, 1999	67.60742
July 2, 1999	62.52018
January 2, 2000	62.98746
July 2, 2000	57.50429
January 2, 2001	58.11765
July 2, 2001	52.20685
January 2, 2002	52.98736
July 2, 2002	46.61461
January 2, 2003	47.58588
July 2, 2003	40.71399
January 2, 2004	41.90240
July 2, 2004	34.75711
January 2, 2005	35.85476
July 2, 2005	28.50744
January 2, 2006	29.39649
July 2, 2006	21.83364
January 2, 2007	22.50000

(Signal Capital No. 86-1)