



# Pullman Rail Leasing Inc.

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

August 14, 1985

RECORDATION NO. 7970-K FILED

**AUG 15 1985 12 10 PM**

INTERSTATE COMMERCE COMMISSION

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

*8/15/85*  
Date 8/15/85  
Fee 10.00  
ICC Washington, D.C.

Re: Filing  
Supplemental Agreement  
Equipment Trust Agreement  
Dated as of July 15, 1985  
Equipment Trust Agreement  
Dated as of June 15, 1975  
(Series 6)

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 15, 1985 between The First National Bank of Chicago, as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on June 20, 1975 and was assigned Recordation Number 7970.

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 March 15, 1984 was filed with the Commission on April 19, 1984, and was assigned Recordation No. 7970-K.

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.

*Wichita - Steven - Ken  
C. Cunningham*

ICC- Office of Recordation  
August 14, 1985  
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 (per son)*

Edward J. Whalen  
Vice President

EJW/drs  
Enclosures

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

8/15/85

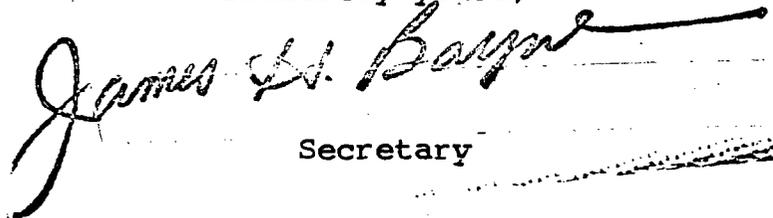
**OFFICE OF THE SECRETARY**

Edward J. Whalen  
Vice President  
Pullman Rail Leasing  
200 South Michigan Ave.  
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 8/15/84 at 12:50pm and assigned re-  
recording number(s). 7970-L.

Sincerely yours,

  
Secretary

Enclosure(s)

REGISTRATION NO. 7970 Filed 1985

AUG 15 1985 12 30 PM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 2

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 6)

SUPPLEMENTAL AGREEMENT NO. 11

Dated as of July 15, 1985

TO

THE EQUIPMENT TRUST AGREEMENT

Dated as of June 15, 1975

BY AND BETWEEN

The First National Bank of Chicago  
Trustee

AND

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

SUPPLEMENTAL AGREEMENT NO. 11  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 15, 1975  
(Series 6)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of June 15, 1985 by and between The First National Bank 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, 1975 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 No. 1 dated as of January 20, 1976; Supplemental Agreement No. 2 dated as of June 15, 1976; Supplemental Agreement No. 3 dated as of January 1, 1979; Supplemental Agreement No. 4 dated as of November 15, 1979; Supplemental Agreement No. 5 dated as of January 15, 1980; Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 6 dated as of May 15, 1981; Supplemental Agreement No. 7 dated as of August 14, 1982; Supplemental Agreement No. 8 dated as of December 1, 1982; Supplemental Agreement No. 9 dated as of August 1, 1983; and Supplemental Agreement No. 10 dated as of March 15, 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:

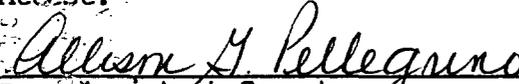
1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1983. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Attached hereto as Schedule B 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 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. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue 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:

  
\_\_\_\_\_  
B. Dwyer, Trust Officer

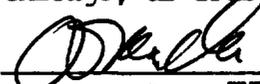
Attest:

  
\_\_\_\_\_  
Allison G. Pellegrino  
Assistant Secretary

Attest:

  
\_\_\_\_\_  
David R. Wood  
Assistant Secretary

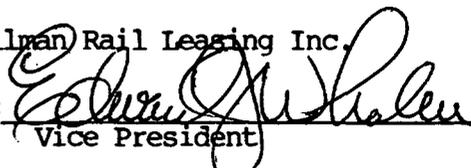
The First National Bank  
of Chicago, as Trustee

By:   
\_\_\_\_\_  
R. D. Manella, VICE PRESIDENT

Signal Capital Corporation

By:   
\_\_\_\_\_  
M. Bell  
Vice President

Pullman Rail Leasing Inc.

By:   
\_\_\_\_\_  
Edward J. Walker  
Vice President

STATE OF NEW HAMPSHIRE )  
 ) SS  
COUNTY OF ROCKINGHAM )

I, Mary F. Vangile, a Notary Public in and for such County and State, do hereby certify that M. Brian Meroze, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and Allison G. 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 1st day of August, 1985.

Mary F. Vangile  
Notary Public

My commission expires Nov. 2, 1988

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Dorothea R. Steckley, a Notary Public in and for such County and State, do hereby certify that Edward J. Whalen, personally known to me to be a Vice President of Pullman Rail Leasing Inc., a Delaware corporation, and David R. Wood, 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 July, 1985.

Dorothea R. Steckley  
Notary Public

My commission expires April 5, 1988.



SCHEDULE A  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 15, 1975  
(Series 6)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Fair Value*</u>	<u>Equipment first put into use no later than</u>
3	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 34542, 34550, 34558	\$ 78,960.51	6/74
2	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 14361, 14399	57,850.07	7/74
1	23,500 gal. coiled and insulated tank car	PTLX 223579	39,796.29	7/74
1	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 14765	30,290.49	8/74
1	4750 cu ft., 100-ton capacity covered hopper cars	PTLX 14907	32,566.91	9/74
6	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 15032, 15034, 15040, 15043, 15046, 15051	186,907.56	10/74
			<u>\$426,371.83</u>	
			<u>14</u>	

\*The fair value of the Trust Equipment which is set forth above is the actual fair value thereof which is greater than the cost thereof certified to the Trustee less an amount equal to 4.5% of such cost for each full period of one year elapsed between the date such unit was first put in use as certified to the Trustee and the date as of which fair value is to be determined.

SCHEDULE B  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF JUNE 15, 1975  
(Series 6)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Fair Value*</u>	<u>Equipment first put into use no later than</u>
<u>10</u>	23,500 gal. coiled and insulated tank cars	PLCX 224142 thru 224151	<u>\$558,750.00</u>	<u>\$454,822.50</u>	2/80

\*The fair value of the Equipment which is set forth above is the value thereof as of the date of the transfer thereof to the Trustee as determined in accordance with the Code of Rules Governing the Condition of and Repairs to Freight and Passenger Cars for the Interchange of Traffic, adopted by the Association of American Railroads, Operations and Maintenance Department, Mechanical Division, as in effect at the time in question which is equal to (i) the depreciated book value on the books of Pullman Leasing Company, as of the date of transfer thereof to the Trustee and (ii) the cost thereof, less an amount equal to 3.6% of such cost for each full period of one year elapsed between the date such unit was first put in use, and the date of the transfer thereof to the Trustee and which is less than the actual fair value thereof to Pullman Leasing Company.