



Pullman Leasing Company

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

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March 20, 1987

Date: 3/27/87
Fee: 10.00

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

RECORDATION NO. 7454-N Filed & Recorded
ICC Washington

MAR 27 1987 9-1 5 AM

Re: Filing
Supplemental Agreement No. 12 INTERSTATE COMMERCE COMMISSION
Dated as of September 30, 1986
Equipment Trust Agreement
Dated as of April 1, 1974
(Series 5)

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement No. 13 (hereinafter referred to as the "Supplement") dated as of September 30, 1986 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") between The Chase Manhattan Bank (National Association), as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on April 30, 1974 and was assigned Recordation Number 7454.

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 May 29, 1986 was filed with the Commission on November 24, 1986 and was assigned Recordation No. 7454-M.

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., formerly known as Pullman Transport Leasing Company, and the Trustee for the purpose of reflecting the merger of Pullman Rail Leasing Inc. into Signal Capital Corporation effective September 30, 1986.

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.

George Bell
T. J. [Signature]

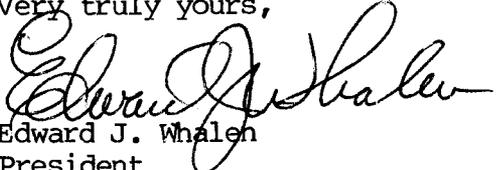


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Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate 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

RECORDATION NO. 7454-N Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 6

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 5)

SUPPLEMENTAL AGREEMENT NO. 13

Dated as of September 30, 1986

TO

THE EQUIPMENT TRUST AGREEMENT

Dated as of April 1, 1974

BY AND BETWEEN

The Chase Manhattan Bank
(National Association)
Trustee

AND

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

SUPPLEMENTAL AGREEMENT NO. 13
EQUIPMENT TRUST AGREEMENT
DATED AS OF April 1, 1974
(Series 5)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of September 30, 1986 by and between The Chase Manhattan Bank (National Association), 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 April 1, 1974 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, SCC wishes to assume as sole obligor, pursuant to the guaranty endorsed of the Trust Certificates, the prompt payment of the principal of and interest on the Trust Certificates, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate prescribed therein, all in accordance with the terms of such guaranty, the Trust Certificates and the Equipment Trust Agreement, 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, 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 April 4, 1974; Supplemental Agreement No. 2 dated as of January 20, 1976; Supplemental Agreement No. 3 dated as of June 10, 1976; Supplemental Agreement No. 4 dated as of November 1, 1977; Supplemental Agreement No. 5 dated as of March 13, 1979; Supplemental Agreement No. 6 dated as of February 26, 1981; Supplemental Agreement No. 7 dated as of May 15, 1981; Supplemental Agreement No. 8 dated as of July 15, 1983; Supplemental Agreement No. 9 dated as of June 20, 1983; Supplemental Agreement No. 10 dated as of March 1, 1984; Supplemental Agreement No. 11 dated as of August 15, 1985; and Supplemental Agreement No. 12 dated as of May 29, 1986; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee, the Company and SCC agree as follows:

1. SCC hereby assumes, effective as of the date hereof, as sole obligor, pursuant to the guaranty endorsed on the Trust Certificates, (a) the prompt payment of the principal of and interest on the Trust Certificates, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of prescribed therein, all in accordance with the terms of such guaranty, the Trust Certificates and the Equipment Trust Agreement, and (b) 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.
2. 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 seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

The Chase Manhattan Bank
(National Association),
as Trustee



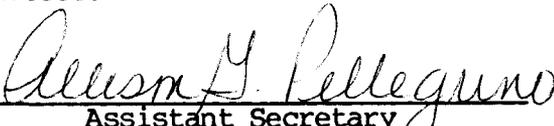
Corporate Trust Officer

By: 

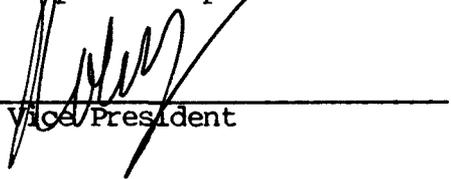
Vice President

Attest:

Signal Capital Corporation



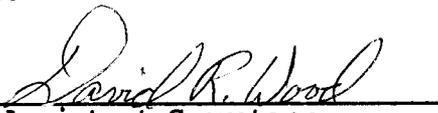
Assistant Secretary

By: 

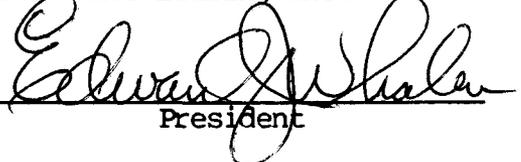
Vice President

Attest:

Pullman Rail Leasing Inc.



Assistant Secretary

By: 

President

STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF ROCKINGHAM)

I, Linda Sapienza, a Notary Public in and for such County and State, do hereby certify that Robert Rosenberg, 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 15th day of October, 1986.

Linda Sapienza
Notary Public

My commission expires 10.24.89

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, BARBARA JANOWIAK, a Notary Public in and for such County and State do hereby certify that Edward J. Whalen, personally known to me to be President 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 30th day of September, 1986.

Barbara Janowiak
Notary Public

My commission expires Dec. 27, 1989

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

I, ALAN J. JOEL, a Notary Public in and for such county and state do hereby certify that Ann L. Edmonds, personally known to me to be Vice President of The Chase Manhattan Bank (National Association), Albert P. Marr, Jr., personally known to me to be Corporate Trust 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 Vice President and Corporate Trust 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 6th day of March, 1987.

Alan J. Joel
Notary Public

My commission expires

ALAN J. JOEL
Notary Public, State of New York
No. 41-473747
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1987