



Pullman Leasing Company

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

October 7, 1988

RECORDATION NO. 10707-I

OCT 11 1988 2:45 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION
Office of Recordation
Room 2303
12th & Constitution Avenue
Washington, D.C. 20423

8-285A067

No.

Date OCT 11 1988

Fee \$ 13.00

ICC Washington, D.C.

RECEIVED OCT 11 1988

OCT 11 2 39 PM '88

RE: Filing
Supplemental Agreement
Dated as of August 25, 1988
Equipment Trust Agreement
Dated as of August 1, 1979
Series 7

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement No. 9 (hereinafter referred to as the "Supplement") dated as of August 25, 1988 between Harris Trust and Savings Bank, as Trustee (hereinafter referred to as the "Trustee"), and Signal Capital Corporation (hereinafter referred to as the "Company"), to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of August 1, 1979 between the Trustee, as Trustee, and Pullman Leasing Company. The Agreement was filed with the Commission on August 8, 1979 and was assigned Recordation No. 10707.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement No. 8 dated as of June 15, 1988, was filed with the Commission on July 18, 1988 and was assigned Recordation No. 10707-I.

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 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.

*Concluded by
Stacy Moskberg*



ICC - Office of Recordation
October 7, 1988
Page Two

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$13.00 as the fee for recording the Supplement.

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 the delivery.

If you have any questions concerning this request, please call me collect.

Very truly yours,


Terrence G. Heidkamp
Vice President - Finance

TGH:cd
enclosures

cc: file

Interstate Commerce Commission
Washington, D.C. 20423

10/11/88

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 10/11/88 at 2:45pm, and assigned recordation number(s). 10707-J

Sincerely yours,

Narta R. McEue
Secretary

Enclosure(s)

REGISTRATION NO. 10707-J FILE 348

OCT 11 1988-2 43 PM

INTERSTATE COMMERCE COMMISSION
EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 4

FULLMAN LEASING COMPANY

EQUIPMENT TRUST

(Series 7)

SUPPLEMENTAL AGREEMENT NO. 9

Dated as of August 25, 1988

TO

EQUIPMENT TRUST AGREEMENT

Dated as of August 1, 1979

BY AND BETWEEN

Harris Trust and Savings Bank
Trustee

AND

Pullman Leasing Company

SUPPLEMENTAL AGREEMENT NO. 9
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(Series 7)

This Supplemental Agreement No. 9 (hereinafter called the "Supplemental Agreement"), dated as of August 25, 1988 by and between Harris Trust and Savings Bank, an Illinois Banking Corporation, 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 Leasing Company entered into an Equipment Trust Agreement, dated as of August 1, 1979 and such Equipment Trust Agreement heretofore has been supplemented and amended (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 Leasing Company, and the 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 Pullman Rail Leasing Inc.; 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 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, on Schedule A to Supplemental Agreement No. 8 dated as of June 15, 1988 to the Equipment Trust Agreement, the Company erroneously referred to the Company's Car Mark PTLX instead of the Company's Car Mark PLCX; and

WHEREAS, two (2) units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed; 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 to correct the Car Marks on the previously reported destroyed 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 February 26, 1981; Supplemental Agreement No. 1 dated as of May 15, 1981; Supplemental Agreement No. 2 dated as of August 15, 1983; Supplemental Agreement No. 3 dated as of April 2, 1984; Supplemental Agreement No. 4 dated as of September 13, 1985; Supplemental Agreement No. 5 dated as of September 30, 1986; Supplemental Agreement No. 6 dated as of December 15, 1986; Supplemental Agreement No. 7 dated as of October 1, 1987; and Supplemental Agreement No. 8 dated as of June 15, 1988; 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 correct the Car Marks of the previously reported destroyed units of Trust Equipment.

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

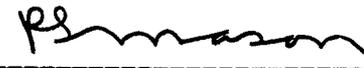
1. Attached hereto as Schedule A is a corrected list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1986. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Attached hereto as Schedule B is a list of additional 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 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:

Harris Trust and Savings Bank,
as Trustee

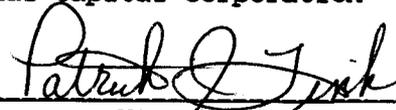

Assistant Secretary

By: 
Vice President

Attest:

Signal Capital Corporation


Assistant Secretary

By: 
Vice President

STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF ROCKINGHAM)

I, Genise Amero, a Notary Public in and for such County and State, do hereby certify that Patrick J. Link, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and Allison H. Pellegrini, and 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 25th day of August, 1988.

Genise Amero
Notary Public

My commission expires

9/24/91

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(SERIES 7)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
2	5820 cu. ft. 100-ton capacity covered hopper	PLCX 43390, 43392	\$ 45,596.20	8/78
12	4750 cu. ft. 100-ton capacity covered hopper	PLCX 18078, 18093, 18193, 18252, 18260, 18270, 18341, 18350, 18361, 18378, 18504, 18671	220,751.16	1/79
1	4750 cu. ft. 100-ton capacity covered hopper	PLCX 18585	18,615.95	2/79
3	4750 cu. ft. 100-ton capacity covered hopper	PLCX 18747, 19145, 19155	54,065.54	3/79
1	4750 cu. ft. 100-ton capacity covered hopper	PLCX 18731	19,045.40	4/79
<u>2</u>	23,500 gal. coiled and insulated tank cars	TLDX 223103, 223104	<u>17,265.40</u>	4/70
<u>21</u>	Total		<u>\$375,339.65</u>	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(SERIES 7)

<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>
3	23,500 gal. coiled and insulated tank car	TLDX 92365, 92366, 92367	<u>\$70,359.56</u>	<u>\$24,344.40</u>	4/70