

United States
Lease Financing, Inc.



733 Front Street
San Francisco, California 94111
(415) 627-9276
Telex: 278031 USLF UR

June 18, 1986

6011-A
JUN 24 1986 - 10 15 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Mrs. Mildred Lee, Room 2303

Dear Sir:

Enclosed for recordation under provisions of Section 11303 (formerly 20c) of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, is the original and three counterparts of a release of security interest in a Chattel Mortgage Assignment of Rents and Security Agreement dated as of November 20, 1968. Said agreement was filed with the Interstate Commerce Commission on December 4, 1968 and assigned ICC recordation number 6011.

The names and addresses of the parties to the enclosed are:

MORTGAGOR: Ben Maushardt and D.E. Mundell, Co-Trustees under a Trust Agreement dated as of August 26, 1968 and United States Leasing International Inc., solely as Agent for the trustees.
733 Front Street
San Francisco, CA 94111

MORTGAGEE: Provident Mutual Life Insurance Company of Philadelphia
1600 Market Street
Philadelphia, PA 19103

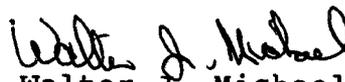
The general description of the equipment is contained in Schedule I to the Security Agreement.

We are acting on behalf of our parent company which is the Agent of the Trust under the aforementioned Trust Agreement, and we ourselves have knowledge of the matters set forth herein.

Enclosed is a remittance of \$10.00 covering the required recording fee.

Please return three recorded copies of the Release to the undersigned.

Very truly yours,


Walter J. Michael
Treasurer
(415) 627-9283

WJM:bt

6013-A

RECORDATION NO. _____ Filed & Recorded

DEC 20 1968 - 12 15 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

DATED AS OF DECEMBER 11, 1968

AMENDING

RAILROAD EQUIPMENT LEASE

DATED AS OF DECEMBER 2, 1968

BETWEEN

PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION),
Lessor

AND

TRAILER TRAIN COMPANY,
Lessee

I.C.C.
FEE OPERATION BR.

DEC 20 12 15 PM '68

RECEIVED

THIS SUPPLEMENTAL AGREEMENT dated December 11, 1968, between Pullman Incorporated (PULLMAN STANDARD DIVISION), a corporation organized under the laws of the State of Delaware (hereinafter sometimes called the "Lessor"), and TRAILER TRAIN COMPANY, a corporation organized under the laws of Delaware with an office at 1819 Kennedy Boulevard, Philadelphia, Pennsylvania (hereinafter sometimes called the "Lessee"):

WITNESSETH:

WHEREAS, by Railroad Equipment Lease dated December 2, 1968 (hereinafter called the "Lease"), Lessor leased to Lessee the railroad flat cars therein set forth:

WHEREAS, the Lessee has requested the Lessor to supplement the Lease to include thereunder additional railroad flat cars:

NOW, THEREFORE, the parties hereto in consideration of the premises, and each intending to be legally bound hereby, do hereby agree as follows:

1. The Lease is hereby supplemented by the inclusion of the following railroad flat cars under its terms and conditions:

(30) 60' flat cars, without components, except hydraulic draft gears, couplers and heavy duty tie-downs, to be numbered 93817 to 93846, both inclusive, shall be purchased at \$17,458.00, each.

2. The Lease, as supplemented by this Agreement, shall continue in full force and effect.

3. Lessee will, at its expense, upon execution and delivery of this agreement, cause the same to be duly filed and recorded with Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, as amended, and wherever else required in order to publish notice of and to protect the title of Lessor to the Cars.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf and sealed with their respective seals as of the date first above written.

Attest:

PULLMAN INCORPORATED
(Pullman-Standard Division)

B. R. Bunn
Assistant Secretary

By: E. J. Abquist
Vice President

SEAL

Attest:

TRAILER TRAIN COMPANY

M. A. ...
Secretary

By: J. W. ...
COMPTROLLER

SEAL

STATE OF ILLINOIS (
 (ss.
 COUNTY OF COOK (

On this *18th* day of *December*, 1968 before me personally appeared *E. T. Ahngquist*, to me personally known, who being by me duly sworn, says that he is *Vice President* of Pullman Incorporated (Pullman-Standard Division), that the seal 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James F. Royal

MY COMMISSION EXPIRES FEB. 23, 1970

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

On this *13th* day of *December*, 1968, before me personally appeared, *J. A. Brennan, Jr.*, to me personally known, who, being by me duly sworn, says that he is **COMPTROLLER** of Trailer Train Company, that the seal 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 he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alexander F. Hunter
ALEXANDER F. HUNTER
NOTARY PUBLIC
PHILADELPHIA
PHILADELPHIA COUNTY, PA.
MY COMMISSION EXPIRES FEB. 10, 1969



CERTIFICATE OF ACCEPTANCE
UNDER RAILROAD EQUIPMENT LEASE

TO: PULLMAN INCORPORATED

I, duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Lessee"), for the purpose of the Railroad Equipment Lease dated December 2, 1968, amended December 11, 1968, between you, as Manufacturer and the Lessee do hereby certify that I have inspected, received, approved and accepted delivery on behalf of the Lessee and under said Railroad Equipment Lease of the following units of railroad equipment:

Type of Cars:

Place Accepted:

Date Accepted:

Number of Units:

Numbered:

I do further certify that the foregoing cars are in good order and condition and conform to the specifications applicable thereto, and to all applicable Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads.

The execution of this certificate will in no way relieve the Manufacturer or decrease his responsibility to produce and deliver the railroad equipment indicated above in accordance with the terms of the Purchase Agreement, be of good workmanship, constructed with quality materials, and be free of defects.

Inspector and Authorized
Representative of
TRAILER TRAIN COMPANY

SPECIAL CERTIFICATE

TO: TRAILER TRAIN COMPANY

I, duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Company"), do hereby certify that I have inspected the following described flat cars at the time and place of their acceptance on behalf of the Company under the terms of a Railroad Equipment Lease dated December 2, 1968, amended December 11, 1968, between PULLMAN INCORPORATED and the Company:

Type of Cars:

Number of Units:

Place Accepted:

Date Accepted:

Numbered:

I do further certify that there was plainly, distinctly, permanently and conspicuously marked by stencilling on each side of each unit at the time of its acceptance, in letters not less than one inch in height, the following legend:

"MANUFACTURERS HANOVER TRUST COMPANY,
NEW YORK, NEW YORK, TRUSTEE, OWNER"

Inspector and Authorized
Representative of
TRAILER TRAIN COMPANY