



No. SEP 26 1983
Date .....
Fee \$ 10.00
ICC Washington, D. C.

RAILBOX COMPANY
101 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
(312) 853-3223

RECORDATION NO. 12344-E Filed 1428

September 15, 1983 SEP 26 1983 3 15 PM

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION
392691033
RECEIVED

Dear Secretary:

Enclosed for recordation pursuant to Section 11303 of Title 49 of the U.S. Code are 4 counterparts of Equipment Trust Agreement Supplement No. 3 dated as of July 20, 1983. This document is a secondary document, and a summary description is given below.

Prior recordations relating to this Supplement No. 3 were made on October 27, 1980 at 10:55 a.m., recordation number 12344 (the primary document recordation), December 10, 1980 at 11:15 a.m., recordation number 12344-A, and May 13, 1981 at 12:05 p.m., recordation number 12344-B.

The general description of the railroad rolling stock covered by the enclosed Equipment Trust Agreement Supplement No. 3 is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to said Equipment Trust Agreement Supplement No. 3 are as follows:

- Company: Railbox Company
101 North Wacker Drive
Chicago, Illinois 60606
Trustee: Continental Illinois National Bank
and Trust Company of Chicago
30 North LaSalle Street
Chicago, Illinois 60693
Guarantor: Trailer Train Company
101 North Wacker Drive
Chicago, Illinois 60606

Please return 3 counterparts of the Equipment Trust Agreement Supplement No. 3 to the undersigned at the above address.

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

Interstate Commerce Commission  
September 15, 1983  
Page Two

A short summary of the document to appear in the index follows: Equipment Trust Series 7 Supplement No. 3, to provide guarantee of rental payments by Trailer Train Company.

The undersigned is the Company named above and has knowledge of the matters set forth in the enclosed documents.

Sincerely,

TRAILER TRAIN COMPANY

By: T. D. Marion  
T. D. Marion  
Assistant Treasurer

Railbox Equipment Trust  
Series 7 Equipment  
Listing

SCHEDULE A

<u>Description</u>	<u>No. of Cars</u>	<u>Company Car No.'s (Inclusive)</u>
50'6", 70-ton capacity	76	38565-38640
general service boxcars	4	43346-43349
with 10' doors	<u>140</u>	43950-44089
	<u>220</u>	

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

9/26/83

OFFICE OF THE SECRETARY

**T.D. Marion**  
**Assistant Treasurer**  
**RailBox Company**  
**101 North Wacker Drive**  
**Chicago, Illinois 60606**

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 **9/26/83** at **3:15pm**, and assigned re-  
recording number(s). **12344-E**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 12344-E

SEP 26 1983 3 15 PM  
INTERSTATE COMMERCE COMMISSION

EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 3 dated as of July 20, 1983, by and among CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association organized and existing under the laws of the United States of America, as Trustee (the "Trustee"), RAILBOX COMPANY, a Delaware Corporation (the "Company"), and TRAILER TRAIN COMPANY, a Delaware Corporation (the "Guarantor").

WHEREAS, the Trustee and the Company have entered into an Equipment Trust Agreement dated as of October 22, 1980 (the "Original Trust Agreement"), providing for the sale, transfer and delivery to the Trustee of certain railroad equipment described in Schedule A thereto, and have entered into a Supplement No. 1 dated as of December 1, 1980 ("Supplement No. 1"), and a Supplement No. 2 dated as of May 1, 1981 ("Supplement No. 2"), in each case supplementing and restating such Schedule A (the Original Trust Agreement, as so supplemented, the "Trust Agreement"); and

WHEREAS, pursuant to the requirements of 49 U.S.C. § 11303(a), the Original Trust Agreement was filed and recorded with the Interstate Commerce Commission (the "ICC") on October 27, 1980, at 10:55 a.m. and assigned recordation number 12344, Supplement No. 1 was filed and recorded with the ICC on December 10, 1980, at 11:15 a.m. and assigned recordation number 12344-A and Supplement No. 2 was filed and recorded with the ICC on May 13, 1981, at 12:05 p.m., and assigned recordation number 12344-B; and

WHEREAS, the Guarantor is willing to issue its guarantee of such obligations of the Company; and

WHEREAS, the parties hereto desire further to supplement and amend the Trust Agreement to provide, among other things, that (1) the Guarantor be joined as a party to the Trust Agreement, (2) the Guarantor issue its guarantee as aforesaid and (3) the event specified in Section 6.01(a) of the Trust Agreement (such event constituting an "Event of Default" thereunder) be modified, all as hereinafter provided; and

WHEREAS, the Trustee and the Company are authorized to enter into this Supplement No. 3 pursuant to Section 12.02 of the Trust Agreement with the consent of the holders of the outstanding Trust Certificates (as such term is defined in the Trust Agreement);

SEP 26 1983 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained and of the sum of \$10 paid to the Guarantor by Trustee at or before the delivery hereof, the parties hereto hereby agree as follows:

1. The Guarantor is hereby joined as a party to the Trust Agreement and agrees to be bound by the terms and provisions of the Trust Agreement applicable to it.

2. Section 1.01 of the Trust Agreement is hereby supplemented by the addition of the following definition following the definition of "Event of Default":

"'Guarantor' shall mean Trailer Train Company, a Delaware Corporation, and any successor thereof."

3. The definition of "Officers' Certificate" set forth in Section 1.01 of the Trust Agreement is hereby amended and restated in its entirety as follows:

"'Officers' Certificate' when used with respect to the Company or the Guarantor, shall mean a certificate signed by the President, any Vice President, the Controller, the Secretary or any Assistant Secretary and by the Treasurer or any Assistant Treasurer of the Company or of the Guarantor, as the case may be. Each such Certificate shall include the statements provided for in Section 13.03 if and to the extent required by the provisions thereof."

4. Article Five of the Trust Agreement is hereby supplemented by the addition of the following Section:

"Section 5.11. Guarantee of Certain Rental Payments. The Guarantor unconditionally guarantees, as principal obligor and not merely as surety, to the Trustee and the holders of the Trust Certificates the due and punctual payment of rentals payable by the Company pursuant to Section 5.04(b), and the Guarantor agrees punctually to pay the same, irrespective of any enforcement against the Company of any of the rights of the Trustee and the holders of the Trust Certificates under this Agreement. The Guarantor agrees that its guarantee under this Section shall be a guarantee of payment and not just of collection. The Guarantor agrees that its obligations under this Section shall be absolute and unconditional and shall remain in full force and effect until the Guarantor shall have fully and satisfactorily discharged its obligations hereunder to the Trustee and the holders of the Trust Certificates (and shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever), irrespective of the genuineness, validity, regularity

or enforceability of this Agreement, or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. The Guarantor hereby waives diligence, presentment, demand for payment, notice of dishonor and protest and notice of assignment of this Agreement in whole or in part or any default hereunder and notices with respect hereto and all demands whatsoever hereunder. No waiver by the Trustee or the holders of any of the Trust Certificates of any of their rights hereunder or under the Trust Certificates and no action by the Trustee or the holders of any of the Trust Certificates to enforce any of their rights or failure to take, or delay in taking, any such action shall affect the obligations of the Guarantor hereunder. In the event the Guarantor shall make any payments on account of its guarantee under this Section, the Guarantor hereby covenants and agrees that it shall not acquire any rights, by subrogation or otherwise, against the Company or with respect to any Trust Equipment by reason of such payments, all such rights being hereby irrevocably released, discharged and waived by the Guarantor."

5. Subparagraph (a) of Section 6.01 of the Trust Agreement is hereby amended and restated in its entirety as follows:

"(a) the Company shall default in the payment of any part of the rental payable hereunder (including advance rental) and the Guarantor shall default in its obligation under Section 5.11 to pay the same, in each case for more than 30 days after the same shall have become due and payable, or".

6. Article Thirteen of the Trust Agreement is hereby supplemented by the addition of the following Section:

"Section 13.11. Provisions Applicable to the Guarantor; Certain Covenants of the Guarantor. (a) For purposes of the following provisions hereof the term 'Company' shall mean each of the Company and the Guarantor, and such provisions shall be interpreted consistently with such meaning: Section 4.04(e)(ii); the second reference to the Company in Section 5.03; subparagraph (4)(ii) of the second paragraph of Section 5.06; the first reference to the Company in the third paragraph of Section 6.01; the first sentence in Section 9.09(a); the first reference in Section 9.10; the second sentence of the first paragraph of Section 9.10; the final sentence of Section 10.04; Section 11.04; and Article Twelve (other than subparagraph (1) of the first paragraph of Section 12.01 and those references set forth in Section 13.11 (b)).

"(b) For purposes of the following provisions hereof the term 'Company' shall mean the Company or the Guarantor, and such provisions shall be interpreted consistently with such meaning: Sections 3.02 and 3.03;

the second paragraph of Section 6.07; the first and second paragraphs of Section 9.06; Section 11.01(a); subparagraph (2) of the first paragraph of Section 12.01; the second reference in the first paragraph of Section 12.02; subparagraph (2) of the first paragraph of Section 12.02; and Sections 13.02, 13.03 and 13.06.

"(c) The Guarantor covenants that it will comply with the obligations set forth in Sections 6.07, 8.01 and 8.03 in respect of the Company, in the same manner and to the same extent as if the term 'Company' were replaced by the term 'Guarantor' in such Sections."

7. Except as supplemented hereby, the Trust Agreement shall remain unaltered and in full force and effect. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement No. 3 may refer to the "Equipment Trust Agreement dated as of October 22, 1980" without making specific reference to this Supplement No. 3, but nevertheless all such references shall be deemed to include this Supplement No. 3 unless the context shall otherwise require.

8. This Supplement No. 3 shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Trustee, the Company and the Guarantor 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 written.

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO,

By: *Donald W. Ceyo*  
Title: VICE PRESIDENT

[Seal]

Attest:

*A. M. Henters*  
Title: TRUST OFFICER

RAILBOX COMPANY,

By: *R. E. Jerneman*  
Title: Treasurer

[Seal]

Attest:

*T. D. Marlow*  
Title: Assistant Secretary

TRAILER TRAIN COMPANY,

By: *R. E. Jerneman*  
Title: Treasurer

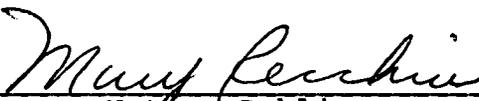
[Seal]

Attest:

*T. D. Marlow*  
Title: Assistant Secretary

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this 20<sup>th</sup> day of July, 1983 before me personally appeared DONALD W. ALFVIN, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association 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 Association.

  
Notary Public

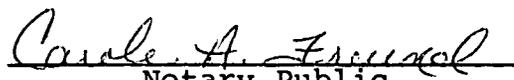
My Commission Expires

MY COMMISSION EXPIRES MARCH 20, 1987

[Notarial Seal]

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this 20<sup>th</sup> day of July, 1983 before me personally appeared R. E. ZIMMERMAN, to me personally known, who being by me duly sworn, says that he is TREASURER of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and 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.

  
Notary Public

My Commission Expires

[Notarial Seal]

