

RECORDATION NO. 1 5137 Filed & Recorded

DEC 23 1986 3-50 PM CRAVATH, SWAINE & MOORE

LAURANCE V. GOODRICH INTERSTATE COMMERCE COMMISSION

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

TELEPHONE 212 422-3000
RCA 233663
WUD 125547
WUJ 620976
TRT 177149

RECORDATION NO. 1 5137 Filed & Recorded
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INTERSTATE COMMERCE COMMISSION

No. 6-357A085
Date DEC 23 1986
Fee \$ 20.00

RECORDATION NO. 1 5137
DEC 23 1986 3-50 PM
INTERSTATE COMMERCE COMMISSION

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, LONDON E. C. 2
2 DONEY LANE, CHEPPSIDE
LONDON E. 4V 8BT, ENGLAND
TELEPHONE: 1-606-1421
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FAX/INFOTEC: 606-1425

RECORDATION NO. 1 5137 Filed & Recorded
ICC Washington, D.C.

DEC 23 1986 3-52 PM
INTERSTATE COMMERCE COMMISSION

for Mrs Lee

20 filing fee
December 22, 1986

Trailer Train Company
Lease Financing Dated as of December 1, 1986
8.85% Conditional Sale Indebtedness Due January 2, 1997

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Trailer Train Company, for filing and recordation, counterparts of each of the following documents:

New Number

1. (a) Conditional Sale Agreement dated as of December 1, 1986, between Trailer Train Company, as Seller, and Westinghouse Credit Corporation, as Owner; and

- A

(b) Agreement and Assignment dated as of December 1, 1986, between Trailer Train Company, as Seller, and Mercantile-Safe Deposit and Trust Company, as Agent.

- B

2. (a) Lease of Railroad Equipment dated as of December 1, 1986, between Trailer Train Company, as Lessee, and Westinghouse Credit Corporation, as Owner; and

- C

(b) Assignment of Lease and Agreement dated as of December 1, 1986, between Westinghouse Credit Corporation, as Owner, and Mercantile-Safe Deposit and Trust Company, as Agent.

[Handwritten Signature] — *Isabel*

The names and addresses of the parties to the
aforementioned agreements are as follows:

1. Agent:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

2. Owner:

Westinghouse Credit Corporation
1 Oxford Centre,
Pittsburgh, Pennsylvania 15219

3. Seller-Lessee:

Trailer Train Company
101 North Wacker Drive
Chicago, Illinois 60606

Please file and record the documents referred to
in this letter and index them under the names of the Agent,
the Owner and the Seller-Lessee.

The equipment covered by the aforementioned
documents is listed on Exhibit A attached hereto.

The equipment bears the legend "Ownership Subject
to a Security Agreement Filed with The Interstate Commerce
Commission".

There is also enclosed a check for \$20 payable to
the Interstate Commerce Commission, representing the fee for
recording the Conditional Sale Agreement and related Agree-
ment and Assignment (together constituting one document),
and the Lease of Railroad Equipment and related Assignment
of Lease and Agreement (together constituting one document).

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for Trailer Train
Company

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

Annex B to Conditional Sale Agreement

Type	Builder's Specifications	Quantity	Estimated Unit Base Price	Estimated Total Base Price	Serial Numbers (Inclusive)	Estimated Time of Delivery
Gunderson, Inc.:						
Five-Unit Container Well Cars	T-4085-F	20	\$173,485.00	\$3,469,700.00	63179-63198	Feb.-Mar. 1986
	T-4085-F	2	\$169,585.00	\$339,170.00	63199-63200	May, 1986
	T-4086-F	35	\$165,685.00	\$5,798,975.00	63201-63235	July-Aug. 1986
	T-4086-F	30	\$169,585.00	\$5,087,550.00	63236-63265	Oct.-Nov. 1986
Trinity Industries, Inc.:						
Five-Unit Container Well Cars	T-4085-P	5	\$127,375.00	\$636,875.00	64000-64004	Sept.-Oct., 1986
Thrall Car Manufacturing Co.:						
Five-Unit Container Well Cars	T-1285-T	20	\$144,136.00	\$2,882,720.00	62140-62159	Feb., 1986
	T-5085-T	20	143,530.07	2,870,601.40	62160-62179	May-June, 1986
	T-5085-T	20	147,250.07	2,945,001.40	62180-62199	April-May, 1986
	T-3085-T	40	149,290.07	5,971,602.80	62200-62239	June-July, 1986
	T-5085-T	10	147,380.07	1,473,800.70	62240-62249	May-June, 1986
	T-5085-T	10	145,280.07	1,452,800.70	62250-62259	June, 1986
	T-4086-T	3	147,380.03	442,140.09	62260-62262	June, 1986
	T-4086-T	25	146,230.07	3,655,751.75	62263-62287	August, 1986
	T-4086-T	96	149,090.07	14,312,646.71	62288-62383	Aug.-Sept., 1986
	T-4086-T	16	145,775.67	2,332,410.72	62384-62399	Oct. 1986
	T-4086-T	44	149,585.67	6,581,769.48	62400-62443	Oct.-Nov., 1986
	T-4086-T	20	147,985.00	2,959,700.00	62444-62463	Dec. 1986
		<u>416</u>		<u>\$63,213,215.75</u>		

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

12/24/86

Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

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 12/23/86 at 3:50pm, and assigned recordation number(s). 15137, 15137-A, 15137-B & 15137-C

Sincerely yours,

Noreta R. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 1 5137A
DEC 23 1986 3-50 PM
INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT dated as of December 1, 1986, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as Agent under a Participation Agreement dated as of the date hereof (together with its successors and assigns ("Assignee") and TRAILER TRAIN COMPANY (in such capacity, "Seller").

WHEREAS the Seller and Westinghouse Credit Corporation ("Owner"), have entered into a Conditional Sale Agreement dated as of the date hereof ("CSA") covering the sale and delivery, on the conditions therein set forth, by the Seller and the purchase by the Owner of the railroad equipment described in Annex B to the CSA ("Equipment"); and

WHEREAS the Owner and Trailer Train Company (in such capacity, "Lessee") have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the lease to the Lessee of the Equipment;

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT ("Assignment") WITNESSETH: that in consideration of good and valuable consideration paid by the Assignee to the Seller, the receipt of which is hereby acknowledged, as well as the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. The Seller hereby assigns, transfers and sets over unto the Assignee:

(a) the security interest of the Seller in and to each unit of its Equipment when and as severally delivered to and accepted by the Owner, and when and as payment is made (i) by the Assignee to the Seller of the amount required to be paid pursuant to Section 4 hereof, and (ii) by the Owner to the Seller of the amount required to be paid pursuant to subparagraph (a) of the third paragraph of Article 4 of the CSA;

(b) all the right, title and interest of the Seller in and to the CSA (except the right to deliver the Equipment, the right to receive the payments specified in subparagraph (a) of the third paragraph of Article 4 thereof and reimbursement for taxes paid or incurred by the Seller), and except as aforesaid in and to any and all amounts which may be or become due or owing to the Seller under the CSA on account of the

indebtedness in respect of the Purchase Price (as defined in Article 4 of the CSA) of the Equipment and interest thereon, and in and to any other sums becoming due from the Owner under the CSA, other than those hereinabove excluded; and

(c) except as limited by subparagraphs (a) and (b) of this paragraph, all the Seller's rights, titles, powers, privileges and remedies under the CSA;

without any recourse hereunder, however, against the Seller for or on account of the failure of the Owner to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Seller to deliver the Equipment in accordance with the CSA or with respect to its warranties and agreements referred to in Article 13 of the CSA or relieve the Owner from its obligations to the Seller contained in Articles 2, 3, 4, 6 and 13 of the CSA, it being understood and agreed that, notwithstanding this Agreement, or any subsequent assignment pursuant to the provisions of Article 14 of the CSA, all obligations of the Seller to the Owner shall be and remain enforceable by the Owner, its successors and assigns, against and only against the Seller. In furtherance of the foregoing assignment and transfer, the Seller hereby authorizes and empowers the Assignee in the Assignee's own name, or in the name of the Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Seller, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Owner with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. The Seller agrees that the Equipment shall be constructed in full accordance with the CSA and will deliver the same to the Owner in accordance with the provisions of the CSA; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the CSA set forth to be performed and complied with by the Seller. The Seller further agrees that it will warrant to the Assignee and the Owner that at the time of delivery of each unit of its Equipment under the CSA it had legal title to such unit and good and lawful right to sell such unit and that such unit was free of all claims, liens, security interests and other

encumbrances of any nature except only the rights created under the CSA, this Assignment, the Lease and the Lease Assignment; and the Seller further agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Seller under the CSA; all subject, however, to the provisions of the CSA and the rights of the Owner thereunder.

SECTION 3. The Seller agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the CSA for any installment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment or to enforce any provision of the CSA, the Seller will indemnify, protect and hold harmless the Assignee from and against all expenses, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever claimed by the Owner or the Lessee arising out of a breach by the Seller of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Owner or the Lessee by the Seller. The Seller's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 14 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Owner or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee's prompt notification to the Seller of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving the Seller the right, at the Seller's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

SECTION 4. Subject to the provisions of Article 3 of the CSA, the Assignee, on each Closing Date fixed as provided in Article 4, of the CSA with respect to a Group (as defined in said Article 4) of the Equipment, shall pay to the Seller an amount equal to the portion of the Purchase Price thereof which, under the terms of said Article 4, is payable in installments, provided that there shall have been delivered to the Assignee on or prior to such Closing Date, the following documents, in form and substance satisfactory

to it and to its special counsel, Cravath, Swaine & Moore, in such number of counterparts as may be reasonably requested by said special counsel:

(a) an instrument or instruments from the Seller to the Assignee transferring to the Assignee the security interest of the Seller in such units, confirming the transfer of title (subject to such security interest) to such units to the Owner at the time of delivery thereof under the CSA, warranting to the Assignee and to the Owner that, at the time of delivery of such units under the CSA, the Seller had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature except only the rights created under the CSA, this Assignment, the Lease and the Lease Assignment, and covenanting to defend the title to such units against demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Seller under the CSA, accompanied by copies of the related instrument or instruments of transfer from the manufacturer to the Seller;

(b) a Certificate or Certificates of Acceptance with respect to the units of the Equipment in such Group as contemplated by Article 3 of the CSA and § 2 of the Lease;

(c) an invoice of the Seller for the units of its Equipment in such Group accompanied by or having endorsed thereon a certification by the Lessee and the Owner as to their approval thereof, accompanied by copies of the related manufacturer's invoice to the Seller;

(d) an opinion of counsel for the Seller, dated as of such Closing Date, addressed to the Assignee and the Owner, to the effect that the aforesaid instrument or instruments have been duly authorized, executed and delivered by the Seller and are valid and effective to vest in the Assignee the security interest of the Seller in the units of the Equipment in such Group and to transfer full legal and beneficial title (subject to such security interest) to the Owner, in each case, free from all claims, liens, security interests and other encumbrances (other than those created by the CSA, this Assignment, the Lease and the Lease Assignment) arising from, through or under the Seller,

accompanied by copies of the related opinion of counsel for the manufacturer; and

(e) a receipt from the Seller for any payment (other than the payment being made by the Assignee pursuant to the first paragraph of this Section 4 required to be made on such Closing Date to the Seller with respect to its Equipment, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Owner.

The obligation of the Assignee hereunder to make any payment provided for in this Section 4 is hereby expressly conditioned upon the Assignee's having on deposit, pursuant to the terms of the Participation Agreement pursuant to which the Assignee is acting as Agent, sufficient funds available thereunder to make such payment, and upon compliance by the Seller with the provisions of Article 3 of the CSA. In the event that the Assignee shall not make any such payment, the Assignee shall reassign to the Seller, without recourse to the Assignee, all rights, titles, interests, powers, privileges and remedies assigned to the Assignee pursuant to Section 1 hereof insofar as they relate to the units of its Equipment with respect to which payment has not been made by the Assignee.

SECTION 5. The Assignee may assign all or any of its rights under the CSA, including the right to receive any payments due or to become due to it from the Owner thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 14 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. The Seller hereby:

(a) represents and warrants to the Assignee and the Owner that the CSA was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Owner, the CSA is, insofar as the Seller is concerned, a legal and valid agreement binding upon such Seller in accordance with its terms and that, insofar as the Seller is concerned, it is now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Assignee, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, subsequent to payment of the sums due it hereunder and under the CSA, upon request of the Assignee, it will execute any and all instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of the Seller therein or in its Equipment.

SECTION 7. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303, such additional rights arising out of the filing, recording or depositing of the CSA and this Assignment as shall be conferred by the laws of the several jurisdictions in which the CSA or this Assignment shall be filed, recorded or deposited, or in which any unit of the Equipment shall be located, and any rights arising out of the markings on the units of Equipment.

SECTION 8. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument. Although for convenience this Assignment is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed. This Agreement shall be effective when executed counterparts hereof have been delivered to Cravath, Swaine & Moore at their offices in New York, New York.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officials, and their respective

corporate seals to be hereunto affixed and duly attested,
all as of the date first above written.

TRAILER TRAIN COMPANY,

by *R. E. [Signature]*
Vice President and ~~TREASURER~~

~~_____~~
[Corporate Seal]

Attest:

T. D. Marion
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity but solely
as Agent,

by

Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

corporate seals to be hereunto affixed and duly attested,
all as of the date first above written.

TRAILER TRAIN COMPANY,

by

Vice President and

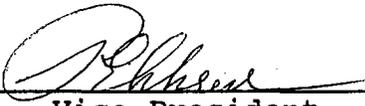
Treasurer
[Corporate Seal]

Attest:

Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity but solely
as Agent,

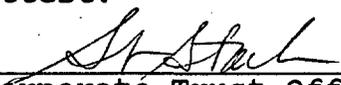
by



Vice President

[Corporate Seal]

Attest:



Corporate Trust Officer

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of December 1, 1986.

WESTINGHOUSE CREDIT
CORPORATION,

by


Vice President
Lease Operations

