

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
TELETYPE
RCA 233663
WUD 125547
WUJ 620976
TRT 177149

RECORDATION NO. 1 5137
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INTERSTATE COMMERCE COMMISSION

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

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INTERSTATE COMMERCE COMMISSION

ABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, LONDON E. C. 2
2 DONEY LANE, CHEAPSIDE
LONDON EC4A 3DF
TELEPHONE: 1-606-1421
TELEFAX: 8814901
FAX/INFOTEC:
1-606-1425

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

For Mrs Lee

DEC 23 1986 3-50 PM
INTERSTATE COMMERCE COMMISSION

620 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:

See 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 signatures]
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		Serial Numbers (Inclusive)	Estimated Time of Delivery
			Base Price	Total Base Price		
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

416
\$63,213,215.75

Interstate Commerce Commission
Washington, D.C. 20423

12/24/86

OFFICE OF THE SECRETARY

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 re-
recording number(s). 15137, 15137-A, 15137-B & 15137-C

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

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

ASSIGNMENT OF LEASE AND AGREEMENT dated as of December 1, 1986 ("Assignment"), by and between WESTINGHOUSE CREDIT CORPORATION ("Owner") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as agent ("Agent") for certain institutional investors ("Investors") under a Participation Agreement dated as of the date hereof among the Owner, the Agent, the Investors and TRAILER TRAIN COMPANY ("Lessee").

WHEREAS the Owner is entering into a Conditional Sale Agreement dated as of the date hereof ("CSA") with Trailer Train Company (in such capacity, "Seller") providing for the sale to the Owner of such of the units of railroad equipment to be acquired for the Owner ("Units") described in the Annex B thereto as are delivered to and accepted by the Owner thereunder and the CSA is being assigned to the Agent by the Seller;

WHEREAS the Owner and the Lessee have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter, together with the amendments and supplements thereto, being called "Lease"), providing for the leasing by the Owner to the Lessee of the Units; and

WHEREAS, in order to provide security for the obligations of the Owner under the CSA and as an inducement to the Investors to invest in the CSA Indebtedness as defined in the CSA, the Owner agrees to assign for security purposes its rights in, to and under the Lease to the Agent.

NOW, THEREFORE, in consideration of the payments to be made, the parties hereto agree as follows:

1. The Owner hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the Owner's obligations under the CSA all the Owner's right, title and interest, powers, privileges, and other benefits under the Lease (including those inuring to the benefit of the Owner and the Owner's assigns by reason of § 12 of the Lease), including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Owner under or pursuant to the provisions of the Lease whether as

rent, casualty payment, indemnity (except sums which by the express terms of the Lease are payable directly to the Owner pursuant to §§ 6, 9 and 19 of the Lease), liquidated damages, or otherwise (such moneys being hereinafter called "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Owner is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner hereby irrevocably authorizes and empowers the Agent in its own name, or in the name of its nominee, or in the name of the Owner or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Agent agrees to accept any Payments made by the Lessee for the account of the Owner pursuant to the Lease and, to the extent received, the Agent will apply such Payments to satisfy the obligations of the Owner under the CSA then due and payable, subject to the limitations contained in the last paragraph of Article 4 of the CSA, and any balance held by the Agent hereunder for the account of the Owner shall be deemed to be held in trust for the Owner and shall be paid immediately to and retained by the Owner. If the Agent shall not receive any rental payment under the first paragraph of § 3 of the Lease or any payment of Casualty Values under § 7 of the Lease when due, the Agent shall promptly notify the Owner by telegraphic communication at the address set forth in the Lease. Failure to so notify the Owner shall not affect the rights and remedies of the Agent hereunder or under the CSA; except that the Agent may not make a Declaration of Default (as defined in the CSA) on the basis of an event of default under subparagraph (a) of Article 15 of the CSA arising solely by reason of the failure of the Lessee to make any such rental payment which under the provision of clause (e) of Article XV of the CSA is permitted to be cured by the Owner, unless such event of default is not remedied within 5 days after notification is given as aforesaid.

2. This Assignment is executed only as security for the obligations of the Owner under the CSA and, therefore, the execution and delivery of this Assignment shall not subject the Agent to, or transfer, or pass, or in any way affect or modify the liability of the Owner under the Lease, it being agreed that, notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner to the Lessee shall be and remain enforceable by the Lessee,

its successors and assigns, against, and only against, the Owner or persons other than the Agent.

3. To protect the security afforded by this Assignment, the Owner agrees as follows:

(a) The Owner will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Owner; without the written consent of the Agent, the Owner will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee which are intended to satisfy the obligations of the Owner under the CSA, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Lease and the Owner agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Owner fail to make any payment or to do any act which this Assignment requires the Owner to make or do, then the Agent, but without obligation so to do, after first making written demand upon the Owner and affording the Owner a reasonable period of time within which to make such payment or do such act, but without releasing the Owner from any obligation hereunder, may make or do the same in such manner and to such extent as the Agent may deem necessary to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Agent, and also the right to perform and discharge each and every obligation, covenant and agreement of the Owner contained in the Lease; and in exercising any such powers, the Agent may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner will reimburse the Agent for such costs, expenses and fees; provided, however, that the obligations of the Owner to make reimbursements under this Paragraph 3 are subject to the last paragraph of Article 4 of the CSA.

4. The Owner does hereby constitute the Agent the Owner's true and lawful attorney, irrevocably, with full

power (in the name of the Owner, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Owner is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Agent may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all the Owner's obligations under the CSA, this Assignment, and all rights herein assigned to the Agent in respect thereof, shall terminate, and all estate, right, title and interest of the Agent in and to the Lease shall revert to the Owner without further act or deed, but the Agent shall execute and deliver such documents as the Owner may reasonably request in order to confirm, or make clear upon public records, such termination and/or reversion.

6. The Owner will, from time to time, do and perform any other act and will execute, acknowledge and deliver any and all further instruments required by law and reasonably requested by the Agent in order to confirm or further assure the interests of the Agent hereunder.

7. The Agent may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. The Agent will give written notice to the Owner and the Lessee of any such assignment.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. The Owner shall cause copies of all notices received in connection with the Lease and all payments hereunder to be promptly delivered or made to the Agent at its address set forth in Article 20 of the CSA, or at such other address as the Agent shall designate.

10. The Agent hereby agrees with the Owner that, so long as no event of default, or any event which with lapse of time or notice or both would constitute such an event of default, under the CSA has occurred and is then continuing, the Agent will not exercise or enforce, or seek

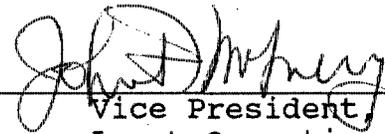
to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner to the Agent by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Lease and the CSA, the Owner may, so long as no such event of default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges and remedies arising out of subparagraph (a) of the first paragraph of § 10 of the Lease; provided, however, the Owner shall not, without the prior written consent of the Agent, terminate the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of subparagraph (b) of said § 10.

11. No recourse shall be had in respect of any obligation due under this Assignment, or referred to herein, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Owner, the Agent, the Investors or the Owner, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being forever released as a condition of and as consideration for the execution of this Assignment.

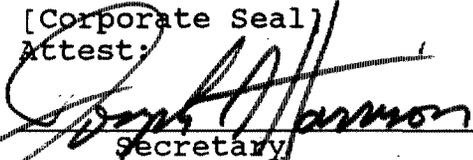
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names, by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

WESTINGHOUSE CREDIT CORPORATION

by


Vice President,
Lease Operations

[Corporate Seal]
Attest:


Secretary

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

[Corporate Seal]

Attest:



Corporate Trust Officer

by



Vice President

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this 22ND day of December 1986, before me personally appeared JOHN F. McENERY, to me personally known, who, being by me duly sworn, says that he is the Vice President, Lease Operations of WESTINGHOUSE CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the 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.

Mary Ann Keeley
Notary Public

[Notarial Seal]

My Commission expires 11/30/89

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this _____ day of December 1986, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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.

[Notarial Seal]

Notary Public

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ALLEGHENY,)

On this day of December 1986, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Vice President, Lease Operations of WESTINGHOUSE CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the 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

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this 22nd day of December 1986, before me personally appeared R. E. Schreiber , to me personally known, who, being by me duly sworn, says that he is a Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST 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.

Patricia A. Conn
Notary Public

[Notarial Seal]

My Commission expires 7-1-90

LESSEE'S CONSENT AND AGREEMENT

The undersigned, a corporation duly incorporated under the laws of the State of Delaware, the Lessee named in the Lease ("Lease") referred to in the foregoing Assignment of Lease and Agreement ("Assignment"), hereby acknowledges receipt of a copy of the Assignment, consents to all the terms and conditions of the Assignment and agrees as follows:

(1) subject to the terms and conditions of the Assignment, to pay all Payments (as defined in the Assignment) due and to become due to the Owner under the Lease directly to MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent ("Agent") under the Participation Agreement referred to in the Assignment, to be applied as provided in the Assignment, by bank wire transfer of immediately available funds to Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland, for credit to its Corporate Trust Account No. 620081-8 with notation that the funds are "Re: TTX 12/1/86" (or such other address as may be furnished in writing to the undersigned by the Agent);

(2) agrees, subject to the terms and conditions of the Assignment, that the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by the undersigned under the Lease as though the Agent were named therein as the Owner;

(3) agrees that the Agent shall not, by virtue of the Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise;

(4) agrees that the Lease shall not, without the prior written consent of the Agent, be amended, terminated or modified, or any action be taken or omitted by the undersigned, the taking or omission of which might result in any alteration or impairment of the obligations of the Lessee under the Lease which are intended to satisfy the obligations of the Owner under the CSA, the obligations of the Owner under the Assignment or the obligations of the Lessee under this Consent and Agreement or of any of the rights created by any thereof; and

(5) will do all such acts and execute and deliver all such further assurances required to be done and/or executed and delivered by it pursuant to the provisions of the Participation Agreement and the exhibits thereto.

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Consent and Agreement, when accepted by the Agent by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of New York and, for all purposes, shall be construed in accordance with the laws of said State.

Dated as of December 1, 1986.

[Corporate Seal]

Attest:

R.D. Maron
Assistant Secretary

TRAILER TRAIN COMPANY,

by

R.E. [Signature]
Vice President

Accepted:

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, but solely as Agent under the Participation Agreement referred to above,

[Corporate Seal]

Attest:

Corporate Trust Officer

by

Vice President

