

**TRAILER TRAIN  
COMPANY**

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

DIRECT LINE: (312) 984-3821

T. D. MARION  
DIRECTOR-EQUIPMENT FINANCING  
AND ASSISTANT TREASURER

*14811-B*

**DEC 30 1985 9 12 AM** December 26, 1985

**INTERSTATE COMMERCE COMMISSION**

Honorable James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, DC 20427

No. 5-384A011  
Date ..DEC.30.1985...  
Fee \$ .....10.00.....

Dear Mr. Bayne:

ICC Washington, D. C.

Pursuant to 49 U.S.C. §11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith for filing and recordation, two executed counterparts of the following document:

Amendment Agreement dated December 30, 1985 by and among Trailer Train Company, as Lessee, Chase Manhattan Service Corporation, as Lessor, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee.

The Amendment Agreement is a secondary document which amends two previously filed and recorded documents - a Trust Indenture dated as of October 1, 1985 and an Equipment Lease Agreement dated as of October 1, 1985.

The names and addresses of the parties to the Amendment Agreement being filed, are as follows:

- (1) Trailer Train Company (Lessee)  
101 North Wacker Drive  
Chicago, IL 60606
- (2) Chase Manhattan Service Corporation (Lessor)  
One Chase Manhattan Plaza  
New York, N.Y. 10081
- (3) Mercantile-Safe Deposit  
& Trust Company (Indenture Trustee)  
Two Hopkins Plaza  
Baltimore, MD 21203

*This one is under 14811-B*

*C. [Signature]*

100 OFFICE OF THE ATTORNEY GENERAL  
DEC 30 9 02 AM '85  
MOTOR OPERATING UNIT

The general description of the equipment is as follows:

<u>TYPE</u>	<u>AAR Mechanical Designation</u>	<u>No. of Units</u>	<u>Marked*</u>	<u>Numbered</u>
5-platform artic- ulated double- stack container- well cars, Contract T-1285-T	FC	20 (100 wells)	DTTX	62120-62139

\* All units will have marked on each side the following legend,  
"Ownership Subject to a Security Agreement Filed with the  
Interstate Commerce Commission".

Enclosed is a check in the amount of \$10.00 representing the fee  
for recording.

Prior recordations relating to this Amendment Agreement being  
recorded are as follows:

- (1) Trust Indenture dated as of October 1, 1985, recorded  
October 16, 1985 at 9:45 AM, recordation number 14811.
- (2) Equipment Lease Agreement dated as of October 1, 1985,  
recorded October 16, 1985 at 9:45 AM, recordation number  
14811-A.

A short summary to appear in the Index is as follows:

Amendment Agreement dated December 30, 1985, amending a Trust  
Indenture and Lease dated October 1, 1985, providing for 20  
additional cars numbered 62120-62139."

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

Very truly yours,



T. D. Marion

TDM/ald  
Enclosures

REGISTRATION NO. 14811-13  
DEC 30 1985 9 12 AM  
FEDERAL RESERVE BOARD  
FEDERAL COMMUNICATIONS COMMISSION

AMENDMENT AGREEMENT

Amendment Agreement dated December 30, 1985 by and among Trailer Train Company ("Lessee"), Chase Manhattan Service Corporation ("Lessor") and Mercantile-Safe Deposit and Trust Company, not in its individual capacity, except as expressly provided, but solely as Indenture Trustee ("Trustee") amending (i) the Lease (as hereinafter defined) and (ii) the Indenture of Trust dated as of October 1, 1985 between the Trustee and the Lessor, each of which Lease and Indenture were filed on October 16, 1985 in accordance with 49 U.S.C. 11303 and assigned, respectively, recordation numbers 14811-A and 14811. Except as expressly provided hereby, capitalized terms shall have the meanings assigned to them in the Equipment Lease Agreement dated as of October 1, 1985 between Lessor and Lessee (the "Lease").

I. AMENDMENTS

A. Section 1.1 of the Lease is hereby amended by replacing "202" in the definition of "Unit" with "222".

B. Schedule 3 of the Lease and Appendix B of the Indenture are each hereby amended by inserting at the bottom of each thereof:

Third Closing

Thrall Car <u>Manufacturing Company</u> 5-platform articulated double-stack container- well car	T-1285-T	20	62120-62139 (inclusive)
Total		<u>20</u>	

II. AFFIRMATION

Except as expressly amended hereby, the Lease and the Indenture remain in full force and effect. It is expressly agreed that all references to "Unit" or "Units" in the Lease and the Indenture include those Units described in

this Amendment Agreement, that all of such Units are subject to the terms of the Lease and are part of the Trust Estate. When this Amendment Agreement becomes effective as provided in Article III hereof, all references in the Lease to "this Lease", "herein", "hereunder" and words of similar import shall be deemed to be references to the Lease as amended hereby and all references in the Indenture to "this Indenture", "herein", "hereof", "hereunder" and words of similar import shall be deemed to be references to the Indenture as amended hereby.

### III. CONDITIONS of EFFECTIVENESS

This Amendment Agreement shall be effective upon the effectiveness of the Consent and Agreement dated the date hereof by and among the Lessee, the Lessor, the Trustee, State of Wisconsin Investment Board and Bankers Life Company, and Continental Illinois National Bank and Trust Company of Chicago.

### IV. COUNTERPARTS

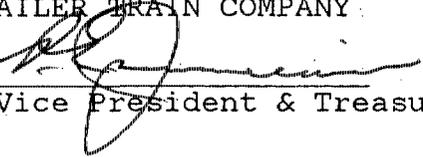
This Amendment Agreement may be executed in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all of which taken together shall constitute one instrument. Any of the parties hereto may execute this Amendment Agreement by signing any such counterpart.

### V. GOVERNING LAW

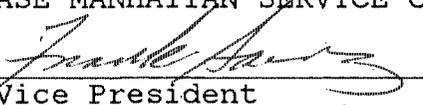
This Amendment Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed on the date first above written.

TRAILER TRAIN COMPANY

By   
Vice President & Treasurer

CHASE MANHATTAN SERVICE CORPORATION

By   
Vice President

MERCENTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, except as otherwise expressly set forth, but solely as Indenture Trustee

Attest:

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed on the date first above written.

TRAILER TRAIN COMPANY

By \_\_\_\_\_  
Vice President & Treasurer

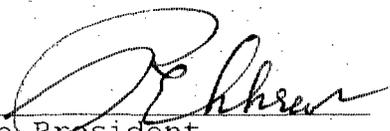
CHASE MANHATTAN SERVICE CORPORATION

By \_\_\_\_\_  
Vice President

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity, except as otherwise expressly set forth, but solely as Indenture Trustee

Attest:

By   
Title: CORPORATE TRUST OFFICER

By   
Vice President





