

DAVIS POLK & WARDWELL

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1 FREDERICK'S PLACE  
LONDON EC2R 8AB

1 CHASE MANHATTAN PLAZA  
NEW YORK, N.Y. 10005

1300 I STREET, N.W.  
WASHINGTON, D.C. 20005

4, PLACE DE LA CONCORDE  
75008 PARIS

RECORDATION NO. 17834-C  
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WRITER'S DIRECT NUMBER AUG 27 1992 9 40 AM

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6000 FRANKFURT AM MAIN 1

2-240A008

INTERSTATE COMMERCE COMMISSION

August 27, 1992

Re: TTX Company - Supplement No. 2 to  
Lease (No. 36-C) and  
Equipment Trust Agreement (No. 36-C)  
Recordation Number 17834

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

Attention: Sidney L. Strickland, Secretary

Dear Mr. Secretary:

I have enclosed two fully executed and acknowl-  
edged originals of the document described below, to be  
recorded pursuant to Section 11303 of Title 49 of the United  
States Code.

The enclosed document is entitled Lease Supplement  
No. 2; Trust Agreement and Equipment Trust Agreement Supple-  
ment No. 2 (No. 36-C) (the "Supplement") dated as of July  
30, 1992, among TTX Company (the "Lessee"), Ameritrust  
Texas, N.A. (the "Owner Trustee") and Mercantile-Safe  
Deposit and Trust Company (the "Security Trustee"). The  
Supplement supplements both the Lease of Railroad Equipment  
(No. 36-C) dated as of June 30, 1992, between the Lessee and  
the Owner Trustee and the Equipment Trust Agreement (No.  
36-C) dated as of June 30, 1992, between the Owner Trustee  
and the Security Trustee. The Supplement is a "secondary  
document" as defined in the applicable regulations.

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

Vendor and	TTX Company
Lessee:	101 North Wacker Drive
	Chicago, Illinois 60606

Aug 27 9 32 AM '92  
MOTOR OPERATING UNIT

*Charles P. ...*  
*Jan 20 1992*

August 27, 1992

Lessor: Ameritrust Texas, N.A., not in its  
individual capacity but solely as  
Owner Trustee  
1201 Elm Street, 30th Floor  
Dallas, Texas 75270

Trustee: Mercantile-Safe Deposit and Trust Company  
Two Hopkins Plaza  
Baltimore, MD 21201

The equipment covered by the documents consists of five-unit articulated double-stack container-well flatcars for transporting cargo containers and single-unit heavy-lift double-stack container-well flatcars, including configurations of multiple units semi-permanently connected with drawbars, for transporting cargo containers, but shall not include any special devices, racks or assemblies, at any time attached or affixed to any such equipment, the title to which is in a person other than the company. Such equipment is identified with more particularity in Schedule A of the Supplement.

A fee of sixteen dollars (\$16.00) is enclosed. Please return one of the originals to me at Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017.

A short summary of the document to appear in the index follows:

Lease Supplement No. 2; Trust Agreement and Equipment Trust Agreement Supplement No. 2 (No. 36-C) dated as of July 30, 1992 (the "Supplement"), among TTX Company, 101 North Wacker Drive, Chicago, Illinois 60606 (the "Lessee"), Ameritrust Texas, N.A., not in its individual capacity but solely as Owner Trustee, 1201 Elm Street, 30th Floor, Dallas, Texas 75270, (the "Owner Trustee") and Mercantile-Safe Deposit and Trust Company, Two Hopkins Plaza, Baltimore, MD 21201 (the "Security Trustee") supplementing both the Lease of Railroad Equipment (No. 36-C) dated as of June 30, 1992, between the Lessee and the Owner Trustee and the Equipment Trust Agreement (No. 36-C) dated as of June 30, 1992, between the Owner Trustee and the Security Trustee covering five-unit articulated double-stack container-well flatcars for transporting cargo containers and single-unit heavy-lift double-stack container-well flatcars, including configurations of multiple units semi-permanently connected with drawbars, for transporting cargo containers, but not including any special devices, racks or assemblies, at any time

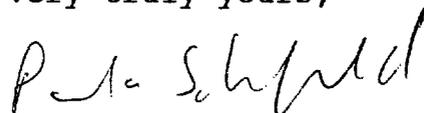
Interstate Commerce  
Commission

-3-

August 27, 1992

attached or affixed to any such equipment, the title to which is in a person other than the company. The equipment covered by the Supplement is set forth in Schedule A to such document.

Very truly yours,



Pamela Schoenfeld  
Representative for TTX  
Company

Enclosures

RECORDATION NO. 17834-C  
FILED 1425

AUG 27 1992 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

No. 36-C  
LEASE SUPPLEMENT No. 2; TRUST AGREEMENT AND  
EQUIPMENT TRUST AGREEMENT SUPPLEMENT No. 2;

No. 36-C LEASE SUPPLEMENT No. 2; TRUST AGREEMENT AND EQUIPMENT TRUST AGREEMENT SUPPLEMENT No. 2; ("Supplement") dated as of August 27, 1992, among TTX COMPANY, a Delaware corporation (hereinafter called the "Lessee"), AMERITRUST TEXAS, N.A., a national banking association, not in its individual capacity, but solely as trustee (hereinafter, in such capacity, called the "Lessor/Owner Trustee") under a Trust Agreement (No. 36-C) dated as of June 30, 1992 (hereinafter called the "Trust Agreement") with FIFTH THIRD LEASING COMPANY, an Ohio corporation, (hereinafter called the "Beneficial Owner") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, not in its individual capacity, but solely as trustee (hereinafter, in such capacity, called the "Security Trustee") under an Equipment Trust Agreement (No. 36-C) dated as of June 30, 1992, (hereinafter called the "Equipment Trust Agreement") with Lessor/Owner Trustee.

WHEREAS, the Lessor/Owner Trustee and the Lessee have heretofore entered into a Lease of Railroad Equipment (No. 36-C) dated as of June 30, 1992 (hereinafter called the "Lease"), which provides for the execution of a Lease Supplement substantially in the form of Section 2 hereof for the purpose of altering the mix of Car Types or substituting units from other builders (hereinafter called "Additional Equipment"); and

WHEREAS, the Beneficial Owner and the Lessor/Owner Trustee have heretofore entered the Trust Agreement and the Lessor/Owner Trustee and the Security Trustee have heretofore entered into the Equipment Trust Agreement, which provide for the execution and delivery of a Trust Agreement and Equipment Trust Supplement, substantially in the form of Section 3 hereof, which shall particularly describe such Additional Equipment to be included in the property covered by the Trust Agreement and the Equipment Trust Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein and in the Lease, the Equipment Trust Agreement and the Trust Agreement contained, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Lease and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

Section 2. Lease Supplement. The Lessee hereby assigns to the Lessor/Owner Trustee all the Lessee's right, title, and interest in the Additional Equipment described in Schedule A hereto, and the Lessor/Owner Trustee appoints the Lessee its agent in respect of such Additional Equipment, all in like manner and as more fully set forth in Section One of the Lease. Upon acceptance by the Lessee on behalf of the Lessor/Owner Trustee, in like manner as aforesaid, such Additional Equipment shall be subject to the Lease and this Supplement.

This Supplement shall be construed as supplemental to the Lease and shall form a part thereof, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

The terms and conditions of the Lease shall apply to the Additional Equipment, as if originally set forth therein.

Except as supplemented hereby, the Lease shall remain in full force and effect.

Section 3. Trust Agreement and Equipment Trust Agreement Supplement. As security for the due and punctual payment of the principal of and premium, if any, and interest on the Equipment Trust Certificates and the performance and observance by the Lessor/Owner Trustee and the Beneficial Owner of all the covenants made by or on their behalf and the conditions contained in Equipment Trust Agreement and in the Participation Agreement, the Lessor/Owner Trustee hereby:

(a) grants to the Security Trustee a security interest in all of the Lessor/Owner Trustee's right, title and interest in and to the Additional Equipment described in Schedule A hereto, the bills of sale and manufacturers' warranties in respect thereof, all improvements and additions now or hereafter made or affixed thereto, and all cash or noncash proceeds therefrom; and

(b) assigns to the Security Trustee all of the Lessor/Owner Trustee's right, title and interest in and to the Lease and all payments, including, without limitation, all payments of rent due or to become due

thereunder; excluding, however, the Excluded Interests, (as such term is defined in the Equipment Trust Agreement).

Such security interest shall attach upon the execution by the Security Trustee of this Supplement.

This Supplement shall be construed as supplemental to the Trust Agreement and the Equipment Trust Agreement and shall form a part thereof, and the Trust Agreement and the Equipment Trust Agreement are hereby incorporated by reference herein and are hereby ratified, approved and confirmed.

The Lessor/Owner Trustee hereby acknowledges that the Additional Equipment referred to in this Supplement and the aforesaid Lease Supplement has been delivered to the Lessor/Owner Trustee and is included in the property of the Lessor/Owner Trustee and covered by all the terms and conditions of the Trust Agreement, subject to the lien of the Equipment Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the date first above written:

TTX COMPANY

By T. D. Marion  
Name: T. D. Marion  
Title: Treasurer

AMERITRUST TEXAS, N.A., not in its individual capacity, but solely as Owner Trustee

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

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

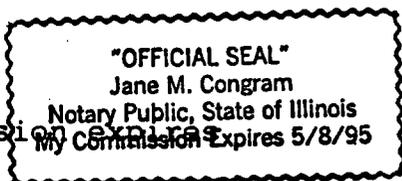
By \_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_  
Corporate Trust Officer

STATE OF ILLINOIS            )  
  )        SS.:  
COUNTY OF COOK            )

On this 27th day of August, 1992, before me personally appeared Thomas D. Marion , to me personally known, who, by me being duly sworn, says that he is Treasurer of TTX Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, and that said instrument was signed and sealed on behalf of said company 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 company.



*Jane M. Congram*  
Notary Public

My commission expires

STATE OF TEXAS            )  
  )        SS.:  
COUNTY OF DALLAS        )

On this            day of August, 1992, before me personally appeared            , to me personally known, who, by me being duly sworn, says that he is a            of Ameritrust Texas, N.A., 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

IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the date first above written:

TTX COMPANY

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

AMERITRUST TEXAS, N.A., not  
in its individual capacity,  
but solely as Owner Trustee

By *N. Patterson*  
Name: NANCYE PATTERSON  
Title: FIRST VICE PRESIDENT

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY

Attest:

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

\_\_\_\_\_  
Corporate Trust Officer

STATE OF ILLINOIS            )  
  )  
COUNTY OF COOK            )        SS.:

On this            day of August, 1992, before me personally appeared            , to me personally known, who, by me being duly sworn, says that he is a            of TTX Company; that one of the seals affixed to the foregoing instrument is the corporate seal of said company, and that said instrument was signed and sealed on behalf of said company 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 company.

\_\_\_\_\_  
Notary Public

My commission expires

STATE OF TEXAS                    )  
  )  
COUNTY OF DALLAS                )        SS.:

On this 20th day of August, 1992, before me personally appeared NANCYE PATTERSON, to me personally known, who, by me being duly sworn, says that he is a FIRST VICE PRESIDENT of Ameritrust Texas, N.A., 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.

*Micki Hannan*  
\_\_\_\_\_  
Notary Public

My commission expires



IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the date first above written:

TTX COMPANY

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

AMERITRUST TEXAS, N.A., not  
in its individual capacity,  
but solely as Owner Trustee

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

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY

By Robert D. Brown  
Name: Robert D. Brown  
Title: Corporate Trust  
Officer

Attest:

  
\_\_\_\_\_  
Corporate Trust Officer

STATE OF MARYLAND                    )  
  ) SS.:  
COUNTY OF BALTIMORE                )

On this 20<sup>th</sup> day of August, 1992, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he is a Corporate Trust Officer 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.

*Sharon A. Surguy*  
Notary Public  
*SHARON A. SURGUY*

My commission expires 8/24/94

TL36  
08/13/92  
FIFTH THIRD LEASING

SCHEDULE A

ITX COMPANY  
LEASE NO. 36-C  
DATED AS OF JUNE 30, 1992  
THIRD AND FINAL CLOSING DATED AUGUST 27, 1992

BUILDER/ CAR TYPE	QUANTITY		DELIVERY PERIOD	CONTRACT
	CARS	PLATFORMS CAR NUMBERS		
GUNDERSON, INC.				
FIVE-UNIT ARTICULATED DOUBLE-STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.	2	10 75231-75232.	JULY, '92	T-4691-F
	6	25 75281-75285.	JULY, '92	T-4691-F
THRALL CAR MANUFACTURING				
SINGLE-UNIT DOUBLE-STACK CONTAINER WELL CARS, WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.	3	3 54417-54419.	JUNE-JULY, '92	T-4091-T
	1	3 25292.	FEB.-MARCH, '92	T-4E91-T
THREE-UNIT DRAWBAR-CONNECTED DOUBLE STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.				
TOTAL	11	41		