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DAVIS POLK & WARDWELL

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75008 PARIS

1 FREDERICK'S PLACE  
LONDON EC2R 8AB

2-1, MARUNOUCHI 1-CHOME  
CHIYODA-KU, TOKYO 100

MESSEURM  
6000 FRANKFURT AM MAIN 1

WRITER'S DIRECT NUMBER:

RECORDATION NO. 17538-C FILED 1425

DEC 19 1991 - 0 00 AM

December 19, 1991

INTERSTATE COMMERCE COMMISSION

Re: TTX Company - Supplement No. 2 to  
Lease (No. 35) and  
and Equipment Trust Agreement (No. 35)  
Recordation No. 17538

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

Attention: Sidney L. Strickland, Jr., Secretary

Dear Mr. Secretary:

I have enclosed two fully executed and  
acknowledged originals of the document described below,  
to be recorded pursuant to Section 11303 of Title 49 of  
the U.S. Code.

The enclosed document is entitled Lease  
Supplement No. 2; Equipment Trust Agreement Supplement  
No. 2; Trust Agreement Supplement No. 2 (No. 35) (the  
"Supplement") dated as of December 19, 1991, among TTX  
Company (the "Lessee"), First Security Bank of Idaho,  
N.A. (the "Owner Trustee") and Mercantile-Safe Deposit  
and Trust Company (the "Security Trustee"). The Sup-  
plement supplements both the Lease of Railroad Equip-  
ment (No. 35) dated as of September 26, 1991, between  
the Lessee and the Owner Trustee and the Equipment  
Trust Agreement (No. 35) dated as of September 26,  
1991, between the Owner Trustee and the Security Trus-  
tee. The Supplement is a "secondary document" as  
defined in the applicable regulations.

The primary documents to which the Supplement  
relates are recorded under Recordation number 17538.

*Lawrence Deard*  
*C. Deard*

DEC 19 9 13 AM '91

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

Vendor and Lessee:	TTX Company 101 North Wacker Drive Chicago, Illinois 60606
Lessor:	First Security Bank of Idaho, N.A., not in its individual capacity but solely as Owner Trustee c/o First Security Bank of Utah, N.A. 79 South Main Street Salt Lake City, Utah 84111
Security Trustee:	Mercantile-Safe Deposit and Trust Company Two Hopkins Plaza Baltimore, MD 21201

The equipment covered by the document consists of five-unit articulated or single-unit (which may be drawbar connected) double-stack container-well flatcars which transport cargo containers (DTTX) or center-partition bulkhead flatcars equipped with winch tie-down devices for transporting lumber products (TTZX), 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 Owner Trustee.

A fee of sixteen dollars (\$16.00) is enclosed. Please return one of the originals to me at Davis Polk & Wardwell, 1 Chase Manhattan Plaza, New York, NY 10005.

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

Lease Supplement No. 2; Equipment Trust Agreement Supplement No. 2; Trust Agreement Supplement No. 2 (No. 35) dated as of December 19, 1991, among TTX Company, 101 North Wacker Drive, Chicago, Illinois 60606 (the "Lessee"), First Security Bank of Idaho, N.A., c/o First Security Bank of Utah, N.A., 79 South Main Street, Salt Lake City, Utah 84111 (the "Owner Trustee") and Mercantile-Safe Deposit and Trust Company, Two Hopkins Plaza, Baltimore, MD 21201 (the

December 19, 1991

"Security Trustee") supplementing both the Lease of Railroad Equipment (No. 35) dated as of September 26, 1991, between the Lessee and the Owner Trustee and the Equipment Trust Agreement (No. 35) dated as of September 26, 1991, between the Owner Trustee and the Security Trustee covering five-unit articulated or single-unit (which may be drawbar connected) double-stack container-well flatcars which transport cargo containers (DTTX) or center-partition bulkhead flatcars equipped with winch tie-down devices for transporting lumber products (TTZX), but not including 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 Owner Trustee.

Very truly yours,

Stowell R. R. Kelner  
Representative for  
TTX Company

Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

12/19/91

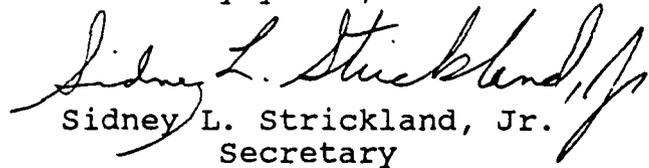
OFFICE OF THE SECRETARY

Stowell R.R. Kelner  
Davis Polk & Wardwell  
1 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 12/19/91 at 922 9:20am , and assigned recordation number(s). 17538-C

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

17538-C  
ASSOCIATION OF  
1991  
INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 2;  
EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 2  
TRUST AGREEMENT SUPPLEMENT NO. 2  
(No. 35)

LEASE SUPPLEMENT NO. 2; EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 2; TRUST AGREEMENT SUPPLEMENT NO. 2 (No. 35) ("Supplement") dated as of December 19, 1991, among TTX COMPANY, a Delaware corporation (hereinafter called the "Lessee"), FIRST SECURITY BANK OF IDAHO, 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. 35) dated as of September 26, 1991 (hereinafter called the "Trust Agreement") with FIRST SECURITY BANK OF UTAH, N.A., a national banking association (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. 35) dated as of September 26, 1991 (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. 35) dated as September 26, 1991 (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 adding additional units (hereinafter called "Additional Equipment"); and

WHEREAS, the Beneficial Owner and the Lessor/Owner Trustee have heretofore entered into 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:

Dated: December 17, 1991

TTX COMPANY

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

Dated:

FIRST SECURITY BANK OF  
IDAHO, N.A.,  
not in its individual  
capacity, but solely as  
Owner Trustee

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

Dated:

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY

Attest:

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

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

IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized:

Dated:

TTX COMPANY

By \_\_\_\_\_

Name:

Title:

Dated:

FIRST SECURITY BANK OF  
IDAHO, N.A.,  
not in its individual  
capacity, but solely as  
Owner Trustee

By Randy R. Merchant

Name:

Title: TRUST OFFICER

Randy R. Merchant

Dated:

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY

Attest:

By \_\_\_\_\_

Name:

Title:

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

IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized:

Dated:

TTX COMPANY

By \_\_\_\_\_

Name:

Title:

Dated:

FIRST SECURITY BANK OF  
IDAHO, N.A.,  
not in its individual  
capacity, but solely as  
Owner Trustee

By \_\_\_\_\_

Name:

Title:

Dated:

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY

Attest:

Robert D. Brown  
Corporate Trust Officer

By John M. Mitchell

Name: John M. Mitchell

Title: Vice President

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

On this 17th day of December 1991, before me personally appeared Thomas D. Marion, to me personally known, who, by me being duly sworn, says that he is ~~X~~ 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.

"OFFICIAL SEAL"  
Jane M. Congram  
Notary Public, State of Illinois  
My Commission Expires 5/8/95

My commission expires

Jane M. Congram  
Notary Public

STATE OF UTAH )  
 ) SS.:  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of December 1991, before me personally appeared \_\_\_\_\_, to me personally known, who, by me being duly sworn, says that he is a \_\_\_\_\_ of First Security Bank of Idaho, N.A., 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

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

On this            day of December 1991, 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

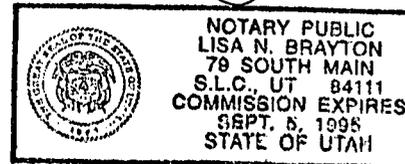
My commission expires.

STATE OF UTAH    )  
  )  
COUNTY OF SALT LAKE                                )        SS.:

On this 17th day of December 1991, before me personally appeared Randy R. Marchant, to me personally known, who, by me being duly sworn, says that he is a Trust Officer of First Security Bank of Idaho, N.A., 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.

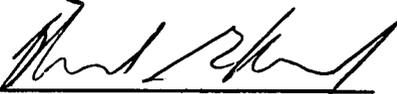
*Lisa N. Brayton*  
\_\_\_\_\_  
Notary Public

My commission expires *Sept. 5th 1995*



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

On this            day of December 1991, before me personally appeared John M. Mitchell , to me personally known, who, by me being 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.

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

My commission expires OCT 22 1994

TL35#3  
12/09/91

SCHEDULE A

TTX COMPANY  
LEASE NO. 35  
DATED AS OF SEPTEMBER 28, 1991  
CLOSING #3, DATED DECEMBER 19, 1991

BUILDER/ CAR TYPE	QUANTITY		CAR NUMBERS	DELIVERY PERIOD	CONTRACT
	CARS	PLATFORMS			
<u>GUNDERSON, INC.</u>					
FIVE-UNIT ARTICULATED DOUBLE-STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.	47	235	73858-73903, 73905.	NOV.-DEC., '91	T-3091-F
<u>THRALL CAR MANUFACTURING</u>					
FIVE-UNIT ARTICULATED DOUBLE-STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.	12	60	72823-72829, 72832-72833, 72835,72837, 72839.	OCT.-NOV., '91	T-3091-T
SINGLE-UNIT DOUBLE-STACK CONTAINER WELL CARS, WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.	63	63	54000-54056, 54060, 54062-54066.	OCT.-NOV., '91	T-4A90-T
TOTAL	122	358			