

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d) of**  
**the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **March 24, 2016**

**TRAC INTERMODAL LLC**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**551112**  
(Primary Standard Industrial  
Classification Code Number)

**46-0648957**  
(I.R.S. Employer Identification No.)

**750 College Road East**  
**Princeton, New Jersey 08540**  
**(609) 452-8900**  
(Address, including zip code, and telephone number,  
including area code, of registrant's principal executive offices)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry into a Material Definitive Agreement.**

As previously reported, TRAC Intermodal LLC (the “Company”) and TRAC Intermodal Corp. (the “Co-Issuer” and, together with the Company, the “Issuers”) are parties to the Indenture, dated as of August 9, 2012 (the “Base Indenture”), among the Guarantors (as defined therein) and Wells Fargo Bank, National Association, as trustee and as notes collateral agent (the “Trustee”), as supplemented by the Supplemental Indenture, dated as of March 15, 2013 (the “First Supplemental Indenture”), among the Issuers, TRAC Logistics LLC (“TRAC Logistics”), TRAC Drayage LLC and the Trustee, and the Second Supplemental Indenture, dated as of October 21, 2015 (the “Second Supplemental Indenture,” and, together with the Base Indenture and the First Supplemental Indenture, the “Indenture”), among the Issuers, TRAC Chassis Pool Management LLC (“TRAC Chassis”), TRAC Services LLC (“TRAC Services”) and the Trustee, relating to the Company’s 11% Senior Secured Notes due 2019 (the “Notes”). On March 24, 2016 the Issuers, TRAC Interstar LLC (the “New Guarantor”) and the Trustee entered into the Third Supplemental Indenture (the “Third Supplemental Indenture”) to the Indenture, pursuant to which the New Guarantor provided a full and unconditional guarantee of the Notes. The New Guarantor is a subsidiary of TRAC Services. TRAC Services is a subsidiary of TRAC Logistics. TRAC Logistics is a subsidiary of Interpool, Inc., d/b/a TRAC Intermodal (“Interpool”), which is a subsidiary of the Company. The foregoing description is qualified in its entirety by the complete terms of the Third Supplemental Indenture, which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference.

As previously reported, Interpool is party to an asset based credit agreement, dated as of August 9, 2012 (as amended or modified from time to time, the “Credit Agreement”), among the loan parties listed therein, the lenders named therein and Bank of America, N.A. as administrative agent (the “Administrative Agent”). On March 24, 2016, the New Guarantor and the Administrative Agent entered into a joinder to the Credit Agreement (the “TRAC Interstar Joinder”) pursuant to which the New Guarantor agreed to guaranty the obligations set forth in Article X of the Credit Agreement. The foregoing description is qualified in its entirety by the complete terms of the TRAC Interstar Joinder, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information disclosed under Item 1.01 is hereby incorporated by reference into this Item 2.03.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
4.1	Third Supplemental Indenture, dated as of March 24, 2016, by and among TRAC Intermodal LLC, TRAC Intermodal Corp., TRAC Interstar LLC and Wells Fargo Bank, National Association, as trustee and as notes collateral agent.
10.1	Joinder Agreement, dated as of March 24, 2016, by and between TRAC Interstar LLC and Bank of America, N.A., as administrative agent.

## **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TRAC Intermodal LLC

Dated: March 24, 2016

By: /s/ Gregg Carpene

Name: Gregg Carpene

Title: General Counsel

## EXHIBIT INDEX

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## **EXHIBIT 4.1**

THIRD SUPPLEMENTAL INDENTURE (this “*Third Supplemental Indenture*”), dated as of March 24, 2016, among TRAC Interstar LLC (the “*Guaranteeing Subsidiary*”), a subsidiary of TRAC Services LLC (“*TRAC Services*”) and a Delaware limited liability company, TRAC Intermodal LLC, a Delaware limited liability company (the “*Company*”) (or its permitted successor), TRAC Intermodal Corp., a Delaware corporation (the “*Co-Issuer*” and, together with the Company, the “*Issuers*”), the other Guarantors (as defined in the Indenture referred to herein) and Wells Fargo Bank, National Association, a national banking association, as trustee and as notes collateral agent under the Indenture referred to below (the “*Trustee*”).

### **W I T N E S S E T H**

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the “*Base Indenture*”), dated as of August 9, 2012, providing for the issuance of 11% Senior Secured Notes due 2019 (the “*Notes*”);

WHEREAS, the Issuers, TRAC Logistics, a subsidiary of Interpool, Inc. and a Delaware limited liability company and TRAC Drayage LLC (“*TRAC Drayage*”), a subsidiary of TRAC Logistics and a Delaware limited liability company, have heretofore executed and delivered to the Trustee a supplemental indenture (the “*First Supplemental Indenture*” and, together with the Base Indenture, the “*Indenture*”), dated as of March 15, 2013, pursuant to which TRAC Logistics and TRAC Drayage unconditionally guaranteed all of the Issuers’ Obligations under the Notes and the Indenture on the terms and conditions set forth therein;

WHEREAS, the Issuers, TRAC Services, TRAC Chassis Pool Management LLC (“*TRAC Chassis*”), a subsidiary of TRAC Logistics LLC (“*TRAC Logistics*”) and a Delaware limited liability company, have heretofore executed and delivered to the Trustee a supplemental indenture (the “*Second Supplemental Indenture*” and, together with the First Supplemental Indenture and the Base Indenture, the “*Indenture*”), dated as of October 21, 2015, pursuant to which TRAC Chassis and TRAC Services unconditionally guaranteed all of the Issuers’ Obligations under the Notes and the Indenture on the terms and conditions set forth therein;

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuers’ Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “*Guarantee*”); and

WHEREAS, pursuant to Section 901 of the Indenture, the Trustee is authorized to execute and deliver this Third Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1) CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees as follows:

The Guaranteeing Subsidiary hereby agrees to become a party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the obligations and agreements of a

Guarantor under the Indenture. The Guaranteeing Subsidiary agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the obligations and agreements of a Guarantor under the Indenture.

The Guaranteeing Subsidiary agrees, on a joint and several basis with all the existing Guarantors, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes and the Trustee the Obligations pursuant to and subject to the other conditions set forth in Article Twelve of the Indenture of a senior basis.

**NO RECOURSE AGAINST OTHERS.** No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Issuers or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Third Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the Commission that such a waiver is against public policy.

**NEW YORK LAW TO GOVERN.** THIS THIRD SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

**COUNTERPARTS.** This Third Supplemental Indenture may be executed in any number of counterparts, each of which shall be original; but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Third Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Third Supplemental Indenture as to the parties hereto and may be used in lieu of the original Third Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

**EFFECT OF HEADINGS.** The Section headings herein are for convenience only and shall not affect the construction hereof.

**THE TRUSTEE.** The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Issuers.

**IN WITNESS WHEREOF,** the parties hereto have caused this Third Supplemental Indenture to be duly executed and attested, all as of the date first above written.

TRAC INTERSTAR LLC

By: \_\_\_\_\_  
Name: Christopher Annese  
Title: Chief Financial Officer

TRAC INTERMODAL LLC

By: \_\_\_\_\_  
Name: Christopher Annese  
Title: Chief Financial Officer

TRAC INTERMODAL CORP.

By: \_\_\_\_\_  
Name: Christopher Annese  
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as  
Trustee

By: \_\_\_\_\_  
Authorized Signatory



## **EXHIBIT 10.1**

### **JOINDER AGREEMENT**

THIS JOINDER AGREEMENT (this "Agreement"), dated as of March 24, 2016, is entered into between TRAC Interstar LLC, a Delaware limited liability company (the "New Subsidiary") and BANK OF AMERICA, N.A., in its capacity as administrative agent (the "Administrative Agent") under that certain Credit Agreement dated as of August 9, 2012 (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement") among INTERPOOL, INC. (the "Borrower"), the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent for the Lenders. All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Administrative Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a "Loan Guarantor" for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Loan Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement, (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in Article X of the Credit Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in Section 10.09 of the Credit Agreement, hereby guarantees, jointly and severally with the other Loan Guarantors, to the Administrative Agent and the Lenders, as provided in Article X of the Credit Agreement, the prompt payment and performance of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms thereof and agrees that if any of the Guaranteed Obligations are not paid or performed in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the New Subsidiary will, jointly and severally together with the other Loan Guarantors, promptly pay and perform the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Administrative Agent in accordance with the Credit Agreement.

3. The address of the New Subsidiary for purposes of Section 9.01 of the Credit Agreement is as follows:

750 College Road East  
Princeton, New Jersey 08540  
Attention: Keith Lovetro, President  
Email: [klovetro@tracintermodal.com](mailto:klovetro@tracintermodal.com)  
Facsimile No: (609) 452-8211

with a copy to:

750 College Road East

Princeton, New Jersey 08540  
Attention: Chris Annesse, Chief Financial Officer  
Email: cannesse@tracintermodal.com  
Facsimile No: (609) 452-8211

4. The New Subsidiary hereby waives acceptance by the Administrative Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

TRAC INTERSTAR LLC,  
as the New Subsidiary

By: \_\_\_\_\_  
Name: Christopher Annese  
Title: Chief Financial Officer

Acknowledged and accepted:

BANK OF AMERICA, N.A., as the Administrative Agent

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