

OCT 18 1971 - 9 42 AM

SUPPLEMENTAL ~~AGREEMENT~~ ^{INTERSTATE COMMERCE COMMISSION} dated as of October 1, 1971, between MANUFACTURERS HANOVER TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York, as Trustee (hereinafter called the "Trustee"), and TRAILER TRAIN COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by Equipment Trust Agreement, Series 26, dated as of May 1, 1970, between the Trustee and the Company, (said Equipment Trust Agreement hereinafter called the "Trust Agreement"), which was recorded with the Interstate Commerce Commission on September 10, 1968, pursuant to Section 20c of the Interstate Commerce Act, financing was provided for the equipment set forth therein;

WHEREAS, the equipment described in Schedule A attached hereto has been declared destroyed (said equipment hereinafter called "Destroyed Equipment");

WHEREAS, the Company desires to purchase the equipment described in Schedule B attached hereto (hereinafter called "Substituted Equipment"), as provided in Section 4.06 of the Trust Agreement;

NOW THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH:

Title to the Destroyed Equipment is hereby assigned and transferred to the Company by the Trustee and is no longer subject to the terms and conditions of the Trust Agreement.

The Substituted Equipment is hereby subject to the terms and conditions of

the Trust Agreement in compliance with Section 4.03 thereof.

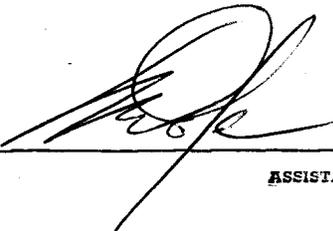
Except as herein amended, the Trust Agreement remains in full force and effect.

The company will cause this Supplemental Agreement to be recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

This Supplemental Agreement will be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

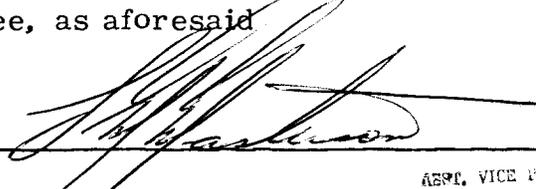
IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

Attest:



ASSISTANT SECRETARY

MANUFACTURERS HANOVER TRUST COMPANY,
Trustee, as aforesaid

BY 

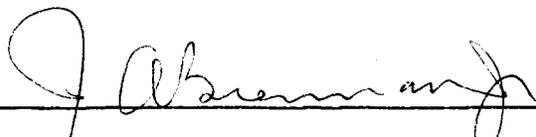
ASST. VICE PRESIDENT

Attest:



Assistant Secretary

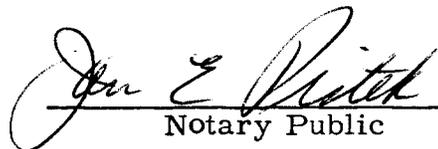
TRAILER TRAIN COMPANY

BY 

Vice President and Treasurer

CITY OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this *12th* day of *OCTOBER* 1971, before me personally appeared **L. M. MASTERSON**, to me personally known, who, being by me duly sworn, says that he is ~~SENIOR VICE PRESIDENT~~ of Manufacturers Hanover Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, 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

JAN E. PISTEK
Notary Public, State of New York
No. 43-8352972
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1972

STATE OF ILLINOIS (
 (ss
 COUNTY OF COOK (

On this *1st* day of *October*, *1971*, before me personally appeared, *J. A. Brennan, Jr.*, to me personally known, who, being by me duly sworn, says that he is *Vice President and Treasurer* of *Trailer Train Company*, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, 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.



SCHEDULE A

<u>Type</u>	<u>Car Number</u>	<u>Value</u>
89'4" Standard Flat Car	603362	\$16,136.89
89'4" Standard Flat Car	253117	16,628.19
Hydraulic Draft Gear		17,727.65
Refund		<hr/>
		\$50,492.73

SCHEDULE B

<u>Type</u>	<u>Quantity</u>	<u>Company's Car Number</u>
89'4" Standard Flat Cars, without components except hydraulic draft gears and couplers	3	940656 940657 940658