

SUPPLEMENTAL AGREEMENT dated as of January 19, 1975,
between The Bank of New York, 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").

RECORDATION NO. 5956-A
Filed & recorded
FEB 24 1975 - 9 42 AM
INTERSTATE COMMERCE COMMISSION

WHEREAS, by Equipment Trust Agreement dated as of February 15, 1971,
between the Trustee and the Company (hereinafter called "Trust Agree-
ment"), which was recorded with the Interstate Commerce Commission
on February 22, 1971, pursuant to Section 20c of the Interstate Commerce
Act; and

WHEREAS, on January 31, 1972 and October 15, 1974 in compliance
with Section 5.08 of the Trust Agreement, funds were deposited by the
Company with the Trustee for the equipment described in Schedule A
attached hereto declared destroyed by the Company on August 29, 1971,
August 31, 1971, June 25, 1973, August 5, 1973, September 15, 1973,
and May 25, 1974, (said destroyed equipment hereinafter called
"Destroyed Equipment"); and

WHEREAS, the Company desires to have the funds so deposited used
to purchase the equipment described in Schedule B attached hereto
(hereinafter called "Substituted Equipment") as provided in Section
5.06 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 5.03 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.

THE BANK OF NEW YORK

Attest: *A. W. Galvan*
ASSISTANT SECRETARY

By: *W. D. Pittman*
Corporate Trust Officer

Attest: *D. J. Walsh*
Assistant Secretary

TRAILER TRAIN COMPANY
By: *R. E. Janneman*
Assistant Treasurer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this *21* day of *Feb*, 1975

before me personally appeared K. G. Pittius,
to me personally known, who, being by me duly sworn, says that
he is Corporate Trust Officer of the Bank of New York, 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.

Catherine Connelly

CATHERINE CONNELLY
Notary Public, State of New York
No. 41-6704627
Qualified in New York County
Commission Expires March 30, 1976

SCHEDULE A

<u>Type</u>	<u>Company Car Number</u>	<u>Cost Per Unit</u>
89' Flat Car	970743	\$ 18,591.48
89' Flat Car	810366	17,563.49
89' Flat Car	970730	19,923.29
89' Flat Car	963729	16,447.51
89' Flat Car	801652	13,014.03
Hydraulic Draft Gear Refund		25,888.00
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		\$111,427.80

SCHEDULE B

<u>Type of Car</u>	<u>Quantity</u>	<u>Car Number</u>	<u>Cost Per Unit</u>	<u>Total Cost</u>
89'4", 70-ton capacity, standard draft gear, standard level, flat car equipped with hitches	4	255495-255498	\$27,856.95	\$111,427.80