

RECORDATION NO. 5876A Filed & Recorded

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INTERSTATE COMMERCE COMMISSION
SUPPLEMENTAL AGREEMENT

DATED AS OF DECEMBER 1, 1970

AMENDING

RAILROAD EQUIPMENT LEASE

DATED AS OF NOVEMBER 9, 1970

BETWEEN

PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION)
Lessor

AND

TRAILER TRAIN COMPANY,
Lessee

THIS SUPPLEMENTAL AGREEMENT dated December 1, 1970, between Pullman Incorporated (PULLMAN-STANDARD DIVISION), a corporation organized under the laws of the State of Delaware (hereinafter sometimes called the "Lessor"), and TRAILER TRAIN COMPANY, a corporation organized under the laws of Delaware with an office at 1819 Kennedy Boulevard, Philadelphia, Pennsylvania (hereinafter sometimes called the "Lessee"):

WITNESSETH:

WHEREAS, by Railroad Equipment Lease dated November 9, 1970 (hereinafter called the "Lease"), Lessor leased to Lessee the railroad flat cars therein set forth:

WHEREAS, the Lessee has requested the Lessor to supplement the Lease to include thereunder additional railroad flat cars:

NOW, THEREFORE, the parties hereto in consideration of the premises, and each intending to be legally bound hereby, do hereby agree as follows:

1. The Lease is hereby supplemented by the inclusion of the following railroad flat cars under its terms and conditions:

(15) 89'4" Standard Flat Cars, without components, except hydraulic draft gears, couplers and container pedestals, to be numbered 975200 to 975214, both inclusive, shall be purchased at \$18,255.21, each.

(80) 89'4" Lo-Dek Flat Cars, without components, except hydraulic draft gears and couplers, to be numbered 801576 to 801655, both inclusive, thirty-seven (37) to

be purchased at \$18,233.00 and forty-three (43)
at \$18,357.00.

2. The Lease, as supplemented by this Agreement, shall continue in full force and effect.

3. Lessee will, at its expense, upon execution and delivery of this Agreement, cause the same to be duly filed and recorded with Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, as amended, and wherever else required in order to publish notice of and to protect the title of Lessor to the Cars.

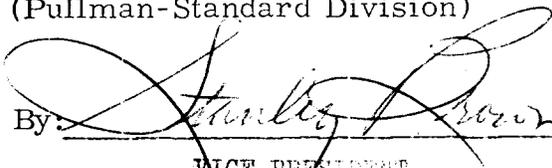
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf and sealed with their respective seals as of the date first above written.

Attest:

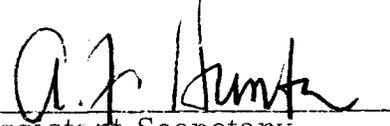

Assistant Secretary

SEAL

PULLMAN INCORPORATED
(Pullman-Standard Division)

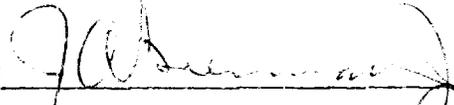
By: 
VICE PRESIDENT

Attest:


Assistant Secretary

SEAL

TRAILER TRAIN COMPANY

By: 
Vice President and Treasurer

STATE OF ILLINOIS ()
() ss.
COUNTY OF COOK ()

On this 3rd day of December, 1970 before me personally appeared Stanley Brown, to me personally known, who being by me duly sworn, says that he is Vice President of Pullman Incorporated (Pullman-Standard Division), 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.

[Signature]
MY COMMISSION EXPIRES
NOVEMBER 16, 1971

CERTIFICATE OF ACCEPTANCE
UNDER RAILROAD EQUIPMENT LEASE

TO: PULLMAN INCORPORATED

I, duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Lessee"), for the purpose of the Railroad Equipment Lease dated November 9, 1970, amended December 1, 1970, between you, as Manufacturer and the Lessee do hereby certify that I have inspected, received, approved and accepted delivery on behalf of the Lessee and under said Railroad Equipment Lease of the following units of railroad equipment:

Type of Cars:

Place Accepted:

Date Accepted:

Number of Units:

Numbered:

I do further certify that the foregoing cars are in good order and condition and conform to the specifications applicable thereto, and to all applicable Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads.

The execution of this certificate will in no way relieve the Manufacturer or decrease his responsibility to produce and deliver the railroad equipment indicated above in accordance with the terms of the Purchase Agreement, be of good workmanship, constructed with quality materials, and be free of defects.

Inspector and Authorized
Representative of
TRAILER TRAIN COMPANY

SPECIAL CERTIFICATE

TO: TRAILER TRAIN COMPANY

I, a duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Company"), do hereby certify that I have inspected the following described flat cars at the time and place of their acceptance on behalf of the Company under the terms of the Railroad Equipment Lease dated November 9, 1970, amended December 1, 1970, between PULLMAN INCORPORATED and the Company:

Type of Cars:

Number of Units:

Place Accepted:

Date Accepted:

Numbered:

I do further certify that there was plainly, distinctly, permanently and conspicuously marked by stencilling on each side of each unit at the time of its acceptance, in letters not less than one inch in height, the following legend:

"Owned by a Bank or Trust Company Under a Security Agreement
Filed Under the Interstate Commerce Act, Section 20c"

Inspector and Authorized
Representative of
TRAILER TRAIN COMPANY