

SUPPLEMENTAL AGREEMENT XXXII
(Trust Group 7)

RECORDED NO. 8142-2
DEC 06 1979 - 2 10 PM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT dated as of December 1, 1979,
between MANUFACTURERS HANOVER TRUST COMPANY, a New York
corporation, as Agent (the "Agent"), and TRAILER TRAIN COMPANY,
a Delaware corporation, (the "Company").

WHEREAS, the Trustee and the Company have entered into the
Equipment Trust Agreements and supplements thereto described in
Schedule A attached hereto (hereinafter collectively called
"Trust Agreement"); and

WHEREAS, in compliance with the Trust Agreements funds have
been deposited or will be deposited by the Company with the
Trustee for the equipment described in Schedule B attached hereto
and previously declared destroyed by the Company (said destroyed
equipment being hereinafter called "Destroyed Equipment"); and

WHEREAS, the Company desires to purchase the equipment
described in Schedule C attached hereto (hereinafter called
"Replacement Equipment") as provided in the Trust Agreements:

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 Agreements.

The Replacement Equipment is hereby subjected to the terms
and conditions of the Trust Agreements in compliance therewith.

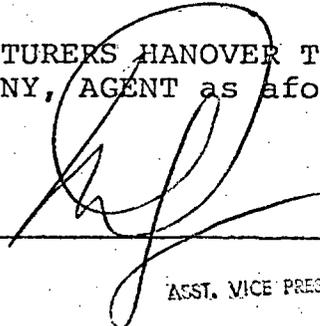
The Company will cause this Supplemental Agreement to be recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 (a).

This Supplemental Agreement may 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 agent 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 corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MANUFACTURERS HANOVER TRUST
COMPANY, AGENT as aforesaid

By

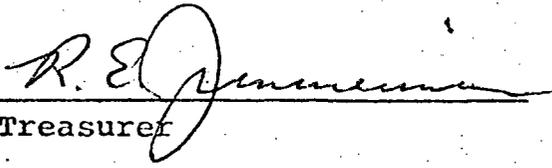

ASST. VICE PRESIDENT

ATTEST:


Assistant Secretary

TRAILER TRAIN COMPANY

By


Treasurer

ATTEST:

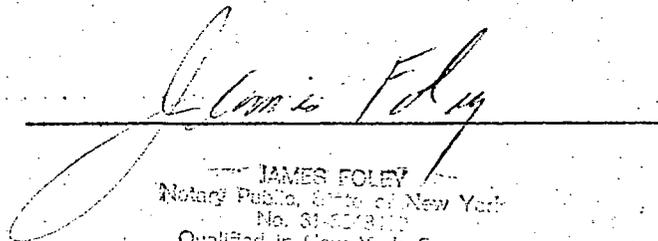

Assistant Secretary

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On this 4th day of December, 1979, before me personally
appeared W. B. DODGE to me personally known, who,
being by me duly sworn, says that he is ASST. 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.



JAMES FOLEY
Notary Public, State of New York
No. 31-52781
Qualified in New York County
Commission Expires March 30, 1980

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

On this *3rd* day of December, 1979 before me personally appeared R. E. Zimmerman, to me personally known, who being by me duly sworn, says that he is Treasurer of TRAILER TRAIN 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.

Marianne K. [Signature]
Notary Public



My Commission Expires: *October 12, 1982*

SCHEDULE A

ORIGINAL RECORDATION				SUPPLEMENTAL RECORDATIONS		
<u>SERIES</u>	<u>DATED</u>	<u>DATE OF ICC RECORDATION</u>	<u>RECORDATION NUMBER</u>	<u>DATED</u>	<u>DATE OF ICC RECORDATION</u>	<u>RECORDATION NUMBER</u>
30	9/01/72	9/11/72	6737	1/26/75 12/01/77	3/06/75 12/09/77	6737-A 6737-B
31	2/01/73	2/27/73	6945	1/26/75 12/01/77	3/06/75 12/09/77	6945-A 6945-B
32	8/15/73	8/31/73	7144	10/01/73 1/26/75 12/01/77	10/10/73 3/06/75 12/09/77	7144-A 7144-B 7144-C
33	3/01/74	3/18/74	7431	1/26/75 12/01/77 10/25/77	3/06/75 12/09/77 2/13/78	7431-A 7431-B 7431-C
34	7/01/74	7/15/74	7570	9/15/74 9/15/74 1/26/75 12/01/77 10/25/77	10/21/74 11/29/74 3/06/75 12/09/77 2/14/78	7570-A 7570-B 7570-C 7570-D 7570-E
35	6/15/75	7/7/75	7982			
36	12/1/75	12/16/75	8142	3/15/76 10/25/77	4/05/76 2/13/78	8142-A 8142-B
37	9/15/76	10/21/76	8528	11/1/76	11/24/76	8528-A

SCHEDULE B
TRUST GROUP # 7

DESTROYED EQUIPMENT

<u>Agreement #</u>	<u>Car Type</u>	<u>Car Numbers</u>	<u>Car Value</u>
Series 30 (9/1/72)	60' FC	080 779	\$ 29,951.21
	89' FC	940 711	19,439.02
	89' FC	940 740	16,990.88
			<u>66,381.11</u>
Series 31 (2/1/73)	89' FC	158 436	20,216.49
	89' FC	977 016	24,471.63
	89' FC	158 452	23,386.77
			<u>68,074.89</u>
Series 32 (8/15/73)	89' FC	964 854	24,239.55
	89' FC	971 321	29,441.04
	89' FC	253 801	26,397.05
	89' FC	253 799	25,067.97
			<u>105,145.61</u>
Series 33 (3/1/74)	89' FC	159 673	26,813.17
	89' FC	159 620	22,723.82
	89' FC	159 480	26,360.55
	89' FC	973 142	32,620.36
	89' FC	973 159	32,042.16
	89' FC	973 196	28,170.66
	89' FC	973 138	31,897.61
	89' FC	802 906	28,332.45
	89' FC	802 935	25,264.56
			<u>254,225.34</u>
Series 34 (7/1/74)	60' FC	097 151	17,178.29 (Partial-77)
	89' FC	604 069	24,722.13
	89' FC	974 581	28,926.71
	89' FC	974 610	28,926.71
	89' FC	159 981	25,360.35
	89' FC	160 124	25,519.68
	89' FC	159 769	24,157.83
	89' FC	803 023	26,234.28
	89' FC	942 012	23,595.45
	89' FC	254 703	28,585.45
Series 35 (6/15/75)	89' FC	965 542	26,010.48
Series 36 (12/1/75)	60' FC	097 900	32,723.19
	89' FC	256 208	28,737.01
	89' FC	256 183	29,094.60
			<u>90,554.80</u>
Series 37 (9/15/76)	89' FC	700 193	17,000.89 (Partial)
			<u>\$880,600.00</u>

SCHEDULE C
TRUST GROUP 7, SUPPLEMENT XXXII
REPLACEMENT EQUIPMENT

<u>Car Description</u>	<u>Quantity</u>	<u>Car Numbers (Incl.)</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<u>Thrall Car Manufacturing Co.</u>				
68", 100-ton capacity, hydraulic draft gear, flush deck flatcars with bulkhead	17	81668-81684	\$51,800.00	<u>\$880,600.00</u>