SHEARMAN & STERLING

FAX: 212-848-7179
212-848-7181
TELEX: 667290 WUI

599 LEXINGTON AVENUE
NEW YORK, N.Y. 10022-6069
212 848-4000

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TORONTO
WASHINGTON, D.C.

WRITER'S DIRECT NUMBER:

RECORDATION NO. 18751-B FILED 1425

MAY 19 1994 -10 50 AM

INTERSTATE COMMERCE COMMISSION

May 20, 1994

VIA HAND DELIVERY

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Triple Crown Services Equipment Trust, Series 1994

Dear Mr. Strickland:

Enclosed are an original and three originally executed counterparts of the secondary document described below. The enclosed document is to be recorded pursuant to Section 11303, Title 49, of the United States Code. The secondary document is related to the primary document, Equipment Trust Agreement (Triple Crown Services Company, Series 1994), dated as of March 31, 1994 among Delaware Trust Capital Management, Inc., as Trustee, Triple Crown Services Company, as Lessee, and Consolidated Rail Corporation, as Guarantor, filed March 31, 1994 under Recordation No. 18751.

The enclosed secondary document is:

Equipment Trust Agreement Supplement No. 2 (Triple Crown Services Company, Series 1994), dated as of May 20, 1994 among Delaware Trust Capital Management, Inc., as Trustee, Triple Crown Services Company, as Lessee, and Consolidated Rail Corporation, as Guarantor.

counterparts

NYL3/23538

The names and addresses of the parties to the document are as follows:
Equipment Trust Agreement Supplement No. 2

Lessee
Triple Crown Services Company
6920 Pointe Inverness Way, Suite 300
Fort Wayne, IN 46804
Attn. Vice President - Finance

Trustee:
Delaware Trust Capital Management, Inc.
900 Market Street
(H.O. 2 M12)
Wilmington, DE 19801
Attn. Corporate Trust Department

Guarantor:
Consolidated Rail Corporation
2001 Market Street
Phila., PA 19101-4125
Attn: Director - Project Financing:

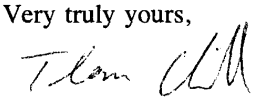
The description of the equipment covered by the aforesaid Equipment Trust Agreement is as follows: 32 Mark V Highway/Rail Trailers and 14 Mark V Model Bogies, each bearing the unit numbers described on the attached exhibit.
A fee of Eighteen Dollars ($18.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

A short summary of the document to appear in the index follows:

Equipment Trust Agreement Supplement No. 2, dated as of May 20, 1994, to the Equipment Trust Agreement (Triple Crown Services, Series A), dated as of March 31, 1994, among Triple Crown Services Company, as Lessee, 6920 Pointe Inverness Way, Suite 300, Fort Wayne, IN 46804, Delaware Trust Capital Management, Inc., as Trustee, 900 Market Street, Wilmington, DE 19801 and Consolidated Rail Corporation, as Guarantor, 2001 Market Street, P.O. Box 41425, Philadelphia, Pennsylvania 19101-1425, securing Owner's obligations with respect to 32 Mark V Highway/Rail Trailers and 14 Mark V Model Bogies, each bearing the unit numbers described on the attached exhibit.

If you have any questions, please do not hesitate to call the undersigned at (212) 848-8651.

Very truly yours,



Thomas Childs
Legal Assistant

Enclosure
cc: Joel S. Klaperman, Esq.
Aaron Brown, Esq.

EXHIBIT I

14 Detachable Bogies (Wheel Trucks) Nos. TCSR4156 through and including TCSR4169, for use in connection with Mark V Highway/Rail Trailers.

32 Mark V Model Road Railer/Highway Trailers Nos. TCSZ462129, TCSZ462135, TCSZ462136, TCSZ462137, TCSZ462140, TCSZ462141, TCSZ462142, TCSZ462143, TCSZ462144, TCSZ462145, TCSZ462146, TCSZ462147, TCSZ462148, TCSZ462149, TCSZ462150, TCSZ462151, TCSZ462152, TCSZ462153, TCSZ462154, TCSZ462155, TCSZ462156, TCSZ462158, TCSZ462159, TCSZ462160, TCSZ462161, TCSZ462162, TCSZ462163, TCSZ462164, TCSZ462165, TCSZ462166, TCSZ462167 and TCSZ462169.

Interstate Commerce Commission

Washington, D.C. 20423

May 19, 1994

OFFICE OF THE SECRETARY

Thomas Childs, Legal Assistant
Shearman & Sterling
599 Lexington Avenue
New York, NY 10022-6069

Dear Mr. Childs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on May 19, 1994 at 10:50AM, and assigned recordation number(s). 18751-B .

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18751-B FILED 1425

MAY 19 1994 -10 50 AM

INTERSTATE COMMERCE COMMISSION

EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 2

Dated May 20, 1994

Among

DELAWARE TRUST CAPITAL MANAGEMENT, INC.,
as Trustee,

TRIPLE CROWN SERVICES, INC.,
the Company

and

CONSOLIDATED RAIL CORPORATION,
as Guarantor

32 Mark V Highway/Rail Trailers
14 Mark V Model Bogies

==========

CERTAIN OF THE RIGHT, TITLE AND INTEREST IN AND TO THIS EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 2 TO THE EQUIPMENT TRUST AGREEMENT, DATED AS OF MARCH 31, 1994, AMONG DELAWARE TRUST CAPITAL MANAGEMENT, INC., AS TRUSTEE, TRIPLE CROWN SERVICES COMPANY, AS LESSEE, AND CONSOLIDATED RAIL CORPORATION, AS GUARANTOR, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF DELAWARE TRUST CAPITAL MANAGEMENT, INC., AS TRUSTEE UNDER THE EQUIPMENT TRUST AGREEMENT, AS NOW OR HEREAFTER SUPPLEMENTED, FOR THE BENEFIT OF THE HOLDERS OF THE CERTIFICATES REFERRED TO IN SUCH EQUIPMENT TRUST AGREEMENT. THIS EQUIPMENT TRUST SUPPLEMENT NO. 2 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 2 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 2 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY DELAWARE TRUST CAPITAL MANAGEMENT, INC. AS TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. ONLY THE ORIGINAL COUNTERPART CONTAINS THE RECEIPT THEREFOR EXECUTED BY DELAWARE TRUST CAPITAL MANAGEMENT, INC., AS TRUSTEE, ON THE SIGNATURE PAGES THEREOF.

==========

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT TO
49 U.S.C. §11303 ON MAY __, 1994 at __:__ _.M., RECORDATION NUMBER _____

NYL3/22990

THIS EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 2 (this "Supplement"), dated May 20, 1994 among DELAWARE TRUST CAPITAL MANAGEMENT, INC., a Delaware banking corporation, as Trustee ("Trustee") under that certain Equipment Trust Agreement, dated as of March 31, 1994 (the "Trust Agreement") with TRIPLE CROWN SERVICES, COMPANY (the "Company"), and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, as Guarantor, ("Guarantor").

W I T N E S S E T H :

WHEREAS, the Company, the Guarantor and the Trustee have heretofore entered into the Trust Agreement, and the Company and the Guarantor have entered into a Purchase Agreement with the Holders of the Certificates, each dated as of March 31, 1994 (capitalized terms used herein having the respective meanings set forth in Section 1.1 to the Equipment Trust Agreement referenced above, unless otherwise defined herein);

WHEREAS, the Trust Agreement and Purchase Agreement provide that, on each Closing Date, the Company shall cause to be delivered to the Trustee a bill of sale dated such date by which the Equipment is conveyed, assigned, set over, sold and delivered to the Trustee, the Trustee shall purchase and accept the Equipment to be conveyed on such Closing Date, and said bill of sale shall have been delivered by the Company and accepted by the Trustee on the Closing Date, which is occurring on the date first above written; and

WHEREAS, in order to subject the Equipment delivered on this date to the terms of the Trust Agreement, the parties are entering into this Equipment Trust Agreement Supplement No. 2.

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, the Company, the Guarantor and the Trustee hereby agree as follows:

1. The Trustee hereby accepts the Equipment listed on Schedule 1 hereto, and the Company hereby accepts the lease of the Equipment from the Trustee as provided in the Trust Agreement.

2. The date of delivery and acceptance of such Equipment is the date of this Supplement set forth in the opening paragraph hereof.

3. The aggregate cost of the items of Equipment covered hereby is $974,558.16.

4. The Company confirms its agreement, in accordance with the terms of the Trust Agreement as hereby supplemented, to pay to the Trustee for each unit of Equipment leased hereunder all rental payments as provided for therein.

5. The Trustee hereby confirms that it has received the bills of sale dated the date hereof covering the Equipment listed in Schedule I and holds such Equipment in the trust created by the Trust Agreement, for the security and benefit of the Holders from time to time of all the Certificates outstanding without priority of any one such certificate over any other, and upon the trusts and subject to the covenants and conditions set forth in the Trust Agreement, in the trust estate, which now specifically includes (i) the equipment delivered to the Company on behalf of the Trustee on March 31, 1994 and on April 13, 1994, (ii) the Equipment listed on Schedule I hereto, (iii) Equipment Trust Agreement Supplement No. 1 and (iv) this Supplement.

6. All of the provisions of the Trust Agreement are hereby incorporated by reference in this Supplement to the same extent as if fully set forth herein.

7. This Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this instrument to be duly executed in its name by its officers, thereunto duly authorized, as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

DELAWARE TRUST CAPITAL
MANAGEMENT, INC., as Trustee

By: _____
Name: Richard N. Smith
Title: Vice President

Executed on May 16, 1994.

TRIPLE CROWN SERVICES
COMPANY,

By: _____
Name: Timothy D. Minnich
Title: Vice President-Finance

Executed on May __, 1994.

CONSOLIDATED RAIL CORPORATION,

By: _____
Name: Thomas McFadden
Title: Director-Project Financing

Executed on May __, 1994.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this instrument to be duly executed in its name by its officers, thereunto duly authorized, as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

DELAWARE TRUST CAPITAL
MANAGEMENT, INC., as Trustee

By:_____
Name: Richard N. Smith
Title: Vice President

Executed on May __, 1994.

TRIPLE CROWN SERVICES
COMPANY,

By: Timothy D. Minnich
Name: Timothy D. Minnich
Title: Vice President-Finance

Executed on May 16, 1994.

CONSOLIDATED RAIL CORPORATION,

By:_____
Name: Thomas McFadden
Title: Director-Project Financing

Executed on May __, 1994.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due authority, has caused this instrument to be duly executed in its name by its officers, thereunto duly authorized, as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

DELAWARE TRUST CAPITAL
MANAGEMENT, INC., as Trustee

By:_____
Name: Richard N. Smith
Title: Vice President

Executed on May __, 1994.

TRIPLE CROWN SERVICES
COMPANY,

By:_____
Name: Timothy D. Minnich
Title: Vice President-Finance

Executed on May __, 1994.

CONSOLIDATED RAIL CORPORATION,

By: Thomas J. McFadden
Name: Thomas McFadden
Title: Director-Project Financing

Executed on May 16, 1994.

STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this 16 day of May, 1994, before me personally appeared Richard N. Smith, to me personally known, who, by me being duly sworn, says that he is a Vice President of Delaware Trust Capital Management, Inc., and that the foregoing instrument was the free act and deed of said corporation.

Rosanna H. Goodwin
Notary Public

My commission expires

March 26, 1996

STATE OF INDIANA)
) SS.:
COUNTY OF ALLEN)

On this 16th day of May, 1994, before me personally appeared Timothy D. Minnich, to me personally known, who, by me being duly sworn, says that he is a Vice President of Triple Crown Services Company, and that the foregoing instrument was sigend on behalf of said partnership by authority of its Management Committee, and he acknowledged that the exectution of the foregoing instrument was the free act and deed of said partnership.

Barbara E. Lomont
Notary Public

My commission expires

BARBARA E LOMONT
NOTARY PUBLIC STATE OF INDIANA
ALLEN COUNTY
MY COMMISSION EXP. APR. 13,1998

COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF PHILADELPHIA)

On this 16th day of May, 1994, before me personally appeared Thomas J. McFadden, to me personally known, who, by me being duly sworn, says that he is the Director - Project Financing of Consolidated Rail Corporation, one of the corporations described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

[NOTARIAL SEAL]

Loretta Dandridge
Notary Public

NOTARIAL SEAL
LORETTA DANDRIDGE, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Aug. 27, 1994

SCHEDULE I

14 Detachable Bogies (Wheel Trucks) Nos. TCSR4156 through and including TCSR4169, for use in connection with Mark V Highway/Rail Trailers.

32 Mark V Model Road Railer/Highway Trailers Nos. TCSZ462129, TCSZ462135, TCSZ462136, TCSZ462137, TCSZ462140, TCSZ462141, TCSZ462142, TCSZ462143, TCSZ462144, TCSZ462145, TCSZ462146, TCSZ462147, TCSZ462148, TCSZ462149, TCSZ462150, TCSZ462151, TCSZ462152, TCSZ462153, TCSZ462154, TCSZ462155, TCSZ462156, TCSZ462158, TCSZ462159, TCSZ462160, TCSZ462161, TCSZ462162, TCSZ462163, TCSZ462164, TCSZ462165, TCSZ462166, TCSZ462167 and TCSZ462169.