

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

September 5, 1996

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies of an Equipment Trust Agreement Supplement No. 1 dated September 6, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Trust Agreement previously filed with the Board under Recordation Number 20057.

The names and addresses of the parties to the enclosed document are:

Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Company: Triple Crown Services Company  
6920 Pointe Inverness Way, Suite 300  
Fort Wayne, Indiana 46804

Guarantor: Consolidated Rail Corporation  
2001 Market Street  
Philadelphia, Pennsylvania 19101

A description of the railroad equipment covered by the enclosed document is:

50 Mark V Model Bogies within the series TCSR 5037 through TCSR 5110 and  
200 Mark V Highway/Rail trailers within the series TCSZ 464000 through TCSZ 464299

*Quik.*  
*Equipment Trusts -*

20057-A

SEP 11 1996

SEP 5 11 43 AM '96

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Mr. Vernon A. Williams  
September 5, 1996  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

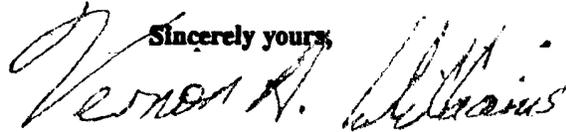
9/5/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provision of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/5/96 at 11:45AM, and assigned recordation number(s). 20057-A and 20144-C.

Sincerely yours,

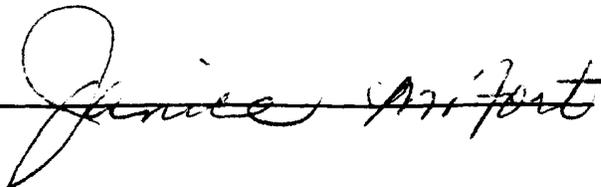


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 1

Dated September 6, 1996

Among

20057-A

WILMINGTON TRUST COMPANY,  
as Trustee,

TRIPLE CROWN SERVICES COMPANY,  
the Company

and

CONSOLIDATED RAIL CORPORATION,  
as Guarantor

200 Mark V Highway/Rail Trailers  
50 Mark V Model Bogies

=====

CERTAIN OF THE RIGHT, TITLE AND INTEREST IN AND TO THIS EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 1 TO THE EQUIPMENT TRUST AGREEMENT, DATED AS OF MAY 14, 1996, AMONG WILMINGTON TRUST COMPANY, 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 WILMINGTON TRUST COMPANY, AS TRUSTEE UNDER THE EQUIPMENT TRUST AGREEMENT, AS NOW OR HEREAFTER SUPPLEMENTED, FOR THE BENEFIT OF THE HOLDER OF THE CERTIFICATES REFERRED TO IN SUCH EQUIPMENT TRUST AGREEMENT. THIS EQUIPMENT TRUST SUPPLEMENT NO. 1 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 1 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. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY AS TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. ONLY THE ORIGINAL COUNTERPART CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, AS TRUSTEE, ON THE SIGNATURE PAGES THEREOF.

=====

FILED WITH THE SURFACE TRANSPORTATION BOARD PURSUANT TO  
49 U.S.C. §11301 ON SEPTEMBER \_\_, 1996 at \_\_: \_\_ .M., RECORDATION NUMBER \_\_\_\_\_

THIS EQUIPMENT TRUST AGREEMENT SUPPLEMENT NO. 1 (this "Supplement"), dated September 6, 1996 among WILMINGTON TRUST COMPANY, a Delaware corporation, as Trustee ("Trustee") under that certain Equipment Trust Agreement, dated as of May 14, 1996 (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 holder of the Certificates, each dated as of May 14, 1996 (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. 1.

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 \$5,291,950 and the amounts comprising such Cost and the Cost of each unit of Equipment leased hereby are set forth on Schedule 1 hereto.
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. As security for the prompt payment by the Trustee of all amounts now or hereafter due and payable to the Holder from the Trustee under the Trust Agreement, and for the performance by the Trustee of its obligations hereunder and thereunder, the Trustee hereby confirms that it has created a security interest in, to and for the benefit of the Holder 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 listed on Schedule 1 hereto and (ii) 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, the Company, the Trustee and the Guarantor have caused this Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Trustee  
WILMINGTON TRUST COMPANY  
as Trustee

By:   
Title: Vice President

Company  
TRIPLE CROWN SERVICES COMPANY, INC.

By: \_\_\_\_\_  
Title:

Guarantor  
CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Director - Financing

6th Receipt of this original counterpart of the foregoing Supplement is hereby acknowledged on this day of September, 1996.

WILMINGTON TRUST COMPANY  
as Trustee

By:   
Title

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, the Company, the Trustee and the Guarantor have caused this Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

Trustee  
WILMINGTON TRUST COMPANY  
as Trustee

By: \_\_\_\_\_  
Title:

Company  
TRIPLE CROWN SERVICES COMPANY

By: Timothy D. Minnich  
Title: V. P. Finance

Guarantor  
CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Director - Financing

Receipt of this original counterpart of the foregoing Supplement is hereby acknowledged on this \_\_\_\_\_ day of September, 1996.

WILMINGTON TRUST COMPANY  
as Trustee

By: \_\_\_\_\_  
Title

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, the Company, the Trustee and the Guarantor have caused this Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

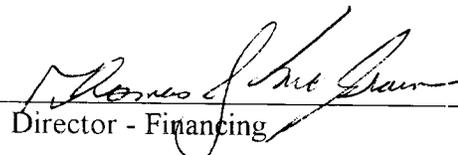
Trustee  
WILMINGTON TRUST COMPANY  
as Trustee

By: \_\_\_\_\_  
Title:

Company  
TRIPLE CROWN SERVICES COMPANY, INC.

By: \_\_\_\_\_  
Title:

Guarantor  
CONSOLIDATED RAIL CORPORATION

By:   
Director - Financing

Receipt of this original counterpart of the foregoing Supplement is hereby acknowledged on this \_\_\_\_ day of September, 1996.

WILMINGTON TRUST COMPANY  
as Trustee

By: \_\_\_\_\_  
Title

**Triple Crown Services Company**  
**September 1996 Equipment - Consolidated Rail Corporation**

Counter	Trailer #	Rec'd Date	Trailer Invoice Date	Trailer Invoice #	Trailer Invoice Amount	Freight Invoice Date	Freight Invoice #	Freight Invoice Amount
1	TCSZ464000	8/1/96	4/21/96	292318	\$22,048.50			\$102.50
2	TCSZ464001	8/1/96	3/28/96	290346	\$22,048.50			\$102.50
3	TCSZ464005	4/29/96	4/5/96	291199	\$22,048.50			\$102.50
4	TCSZ464009	4/29/96	4/22/96	292486	\$22,048.50			\$102.50
5	TCSZ464018	4/29/96	4/1/96	290671	\$22,048.50			\$102.50
6	TCSZ464033	8/1/96	4/1/96	292168	\$22,048.50			\$102.50
7	TCSZ464035	4/26/96	4/1/96	290685	\$22,048.50			\$102.50
8	TCSZ464053	4/29/96	4/1/96	290703	\$22,048.50			\$102.50
9	TCSZ464055	8/1/96	4/1/96	290705	\$22,048.50			\$102.50
10	TCSZ464060	4/26/96	4/1/96	290710	\$22,048.50			\$102.50
11	TCSZ464070	8/1/96	4/1/96	290720	\$22,048.50			\$102.50
12	TCSZ464074	8/1/96	4/1/96	290724	\$22,048.50			\$102.50
13	TCSZ464075	4/29/96	4/1/96	290725	\$22,048.50			\$102.50
14	TCSZ464076	4/26/96	4/22/96	292487	\$22,048.50			\$102.50
15	TCSZ464083	4/29/96	4/22/96	292488	\$22,048.50			\$102.50
16	TCSZ464089	8/1/96	4/1/96	290726	\$22,048.50			\$102.50
17	TCSZ464090	8/1/96	4/22/96	292489	\$22,048.50			\$102.50
18	TCSZ464091	4/29/96	4/1/96	290727	\$22,048.50			\$102.50
19	TCSZ464092	4/26/96	4/22/96	292490	\$22,048.50			\$102.50
20	TCSZ464093	8/1/96	4/1/96	290728	\$22,048.50			\$102.50
21	TCSZ464094	8/1/96	4/1/96	290279	\$22,048.50			\$102.50
22	TCSZ464095	4/26/96	4/1/96	290730	\$22,048.50			\$102.50
23	TCSZ464096	5/1/96	4/24/96	293204	\$22,048.50			\$102.50
24	TCSZ464102	8/1/96	4/1/96	290735	\$22,048.50			\$102.50
25	TCSZ464103	8/1/96	4/1/96	290736	\$22,048.50			\$102.50
26	TCSZ464107	4/26/96	4/1/96	290739	\$22,048.50			\$102.50
27	TCSZ464112	8/1/96	4/1/96	290956	\$22,048.50			\$102.50
28	TCSZ464114	8/1/96	4/1/96	290598	\$22,048.50			\$102.50
29	TCSZ464115	8/1/96	4/1/96	290959	\$22,048.50			\$102.50
30	TCSZ464117	8/1/96	4/1/96	290961	\$22,048.50			\$102.50
31	TCSZ464118	8/1/96	4/1/96	290962	\$22,048.50			\$102.50
32	TCSZ464120	8/1/96	4/1/96	290963	\$22,048.50			\$102.50
33	TCSZ464122	4/29/96	4/22/96	292491	\$22,048.50			\$102.50
34	TCSZ464123	4/29/96	4/1/96	290965	\$22,048.50			\$102.50
35	TCSZ464126	4/29/96	4/1/96	290968	\$22,048.50			\$102.50
36	TCSZ464127	4/29/96	4/1/96	290969	\$22,048.50			\$102.50
37	TCSZ464130	8/1/96	4/1/96	290972	\$22,048.50			\$102.50
38	TCSZ464131	4/29/96	4/1/96	290973	\$22,048.50			\$102.50
39	TCSZ464133	4/29/96	4/6/96	291490	\$22,048.50			\$102.50
40	TCSZ464134	8/1/96	4/16/96	292169	\$22,048.50			\$102.50
41	TCSZ464135	5/1/96	4/24/96	293205	\$22,048.50			\$102.50
42	TCSZ464136	4/29/96	4/5/96	291202	\$22,048.50			\$102.50

**Triple Crown Services Company**  
**September 1996 Equipment - Consolidated Rail Corporation**

Counter	Trailer #	Rec'd Date	Trailer Invoice Date	Trailer Invoice #	Trailer Invoice Amount	Freight Invoice Date	Freight Invoice #	Freight Invoice Amount
43	TCSZ464138	8/1/96	4/22/96	292492	\$22,048.50			\$102.50
44	TCSZ464139	4/29/96	4/6/96	291492	\$22,048.50			\$102.50
45	TCSZ464141	8/1/96	4/16/96	292170	\$22,048.50			\$102.50
46	TCSZ464145	8/1/96	4/16/96	292171	\$22,048.50			\$102.50
47	TCSZ464146	4/27/96	4/13/96	291960	\$22,048.50			\$102.50
48	TCSZ464147	4/29/96	4/16/96	292172	\$22,048.50			\$102.50
49	TCSZ464148	8/1/96	4/16/96	292173	\$22,048.50			\$102.50
50	TCSZ464149	8/1/96	4/16/96	292174	\$22,048.50			\$102.50
51	TCSZ464150	4/30/96	4/22/96	292493	\$22,048.50			\$102.50
52	TCSZ464151	4/30/96	4/22/96	292494	\$22,048.50			\$102.50
53	TCSZ464152	5/1/96	4/22/96	292495	\$22,048.50			\$102.50
54	TCSZ464153	4/30/96	4/22/96	292496	\$22,048.50			\$102.50
55	TCSZ464154	8/1/96	4/13/96	291961	\$22,048.50			\$102.50
56	TCSZ464155	8/1/96	4/22/96	292497	\$22,048.50			\$102.50
57	TCSZ464156	4/30/96	4/22/96	292498	\$22,048.50			\$102.50
58	TCSZ464157	8/1/96	4/22/96	292499	\$22,048.50			\$102.50
59	TCSZ464158	8/1/96	4/22/96	292500	\$22,048.50			\$102.50
60	TCSZ464159	4/30/96	4/22/96	292501	\$22,048.50			\$102.50
61	TCSZ464160	8/1/96	4/22/96	292502	\$22,048.50			\$102.50
62	TCSZ464161	8/1/96	4/22/96	292503	\$22,048.50			\$102.50
63	TCSZ464162	8/1/96	4/22/96	292504	\$22,048.50			\$102.50
64	TCSZ464163	4/30/96	4/22/96	292505	\$22,048.50			\$102.50
65	TCSZ464164	4/30/96	4/22/96	292506	\$22,048.50			\$102.50
66	TCSZ464165	4/30/96	4/22/96	292507	\$22,048.50			\$102.50
67	TCSZ464166	4/30/96	4/22/96	292508	\$22,048.50			\$102.50
68	TCSZ464167	8/1/96	4/22/96	292509	\$22,048.50			\$102.50
69	TCSZ464168	8/1/96	4/22/96	292510	\$22,048.50			\$102.50
70	TCSZ464169	5/1/96	4/22/96	292511	\$22,048.50			\$102.50
71	TCSZ464170	8/1/96	4/22/96	292512	\$22,048.50			\$102.50
72	TCSZ464171	8/1/96	4/22/96	292513	\$22,048.50			\$102.50
73	TCSZ464172	8/1/96	4/22/96	292514	\$22,048.50			\$102.50
74	TCSZ464173	5/1/96	4/22/96	292515	\$22,048.50			\$102.50
75	TCSZ464174	8/1/96	4/22/96	292516	\$22,048.50			\$102.50
76	TCSZ464175	5/1/96	4/22/96	292517	\$22,048.50			\$102.50
77	TCSZ464176	8/1/96	4/16/96	292175	\$22,048.50			\$102.50
78	TCSZ464177	8/1/96	4/16/96	292176	\$22,048.50			\$102.50
79	TCSZ464178	5/1/96	4/16/96	292177	\$22,048.50			\$102.50
80	TCSZ464179	5/1/96	4/16/96	292178	\$22,048.50			\$102.50
81	TCSZ464180	8/1/96	4/16/96	292179	\$22,048.50			\$102.50
82	TCSZ464181	8/1/96	4/16/96	292180	\$22,048.50			\$102.50
83	TCSZ464182	8/1/96	4/16/96	292181	\$22,048.50			\$102.50
84	TCSZ464183	5/1/96	4/16/96	292182	\$22,048.50			\$102.50

**Triple Crown Services Company**  
**September 1996 Equipment - Consolidated Rail Corporation**

Counter	Trailer #	Rec'd Date	Trailer Invoice Date	Trailer Invoice #	Trailer Invoice Amount	Freight Invoice Date	Freight Invoice #	Freight Invoice Amount
85	TCSZ464184	8/1/96	4/25/96	293206	\$22,048.50			\$102.50
86	TCSZ464185	4/26/96	4/16/96	292183	\$22,048.50			\$102.50
87	TCSZ464186	4/29/96	4/16/96	292184	\$22,048.50			\$102.50
88	TCSZ464187	8/1/96	4/16/96	292185	\$22,048.50			\$102.50
89	TCSZ464188	5/1/96	4/16/96	292186	\$22,048.50			\$102.50
90	TCSZ464189	8/1/96	4/16/96	292187	\$22,048.50			\$102.50
91	TCSZ464190	8/1/96	4/16/96	292188	\$22,048.50			\$102.50
92	TCSZ464191	5/1/96	4/16/96	292189	\$22,048.50			\$102.50
93	TCSZ464192	8/1/96	4/16/96	292190	\$22,048.50			\$102.50
94	TCSZ464193	8/1/96	4/16/96	292191	\$22,048.50			\$102.50
95	TCSZ464194	8/1/96	4/16/96	292192	\$22,048.50			\$102.50
96	TCSZ464195	8/1/96	4/16/96	292193	\$22,048.50			\$102.50
97	TCSZ464196	8/1/96	4/16/96	292194	\$22,048.50			\$102.50
98	TCSZ464197	8/1/96	4/16/96	292195	\$22,048.50			\$102.50
99	TCSZ464198	8/1/96	4/16/96	292196	\$22,048.50			\$102.50
100	TCSZ464199	8/1/96	4/16/96	292197	\$22,048.50			\$102.50
101	TCSZ464200	5/1/96	4/16/96	292198	\$22,048.50			\$102.50
102	TCSZ464201	8/1/96	4/16/96	292199	\$22,048.50			\$102.50
103	TCSZ464202	8/1/96	4/17/96	292200	\$22,048.50			\$102.50
104	TCSZ464203	8/1/96	4/17/96	292201	\$22,048.50			\$102.50
105	TCSZ464204	8/1/96	4/17/96	292202	\$22,048.50			\$102.50
106	TCSZ464205	8/1/96	4/17/96	292203	\$22,048.50			\$102.50
107	TCSZ464206	8/1/96	4/17/96	292204	\$22,048.50			\$102.50
108	TCSZ464207	8/1/96	4/17/96	292205	\$22,048.50			\$102.50
109	TCSZ464208	8/1/96	4/17/96	292206	\$22,048.50			\$102.50
110	TCSZ464209	8/1/96	4/17/96	292207	\$22,048.50			\$102.50
111	TCSZ464210	8/1/96	4/17/96	292208	\$22,048.50			\$102.50
112	TCSZ464211	8/1/96	4/17/96	292209	\$22,048.50			\$102.50
113	TCSZ464212	8/1/96	4/17/96	292210	\$22,048.50			\$102.50
114	TCSZ464213	8/1/96	4/17/96	292211	\$22,048.50			\$102.50
115	TCSZ464214	8/1/96	4/17/96	292212	\$22,048.50			\$102.50
116	TCSZ464215	8/1/96	4/17/96	292213	\$22,048.50			\$102.50
117	TCSZ464216	8/1/96	4/17/96	292214	\$22,048.50			\$102.50
118	TCSZ464217	8/1/96	4/17/96	292215	\$22,048.50			\$102.50
119	TCSZ464218	8/1/96	4/17/96	292216	\$22,048.50			\$102.50
120	TCSZ464219	8/1/96	4/17/96	292217	\$22,048.50			\$102.50
121	TCSZ464220	8/1/96	4/17/96	292218	\$22,048.50			\$102.50
122	TCSZ464221	8/1/96	4/17/96	292219	\$22,048.50			\$102.50
123	TCSZ464222	8/1/96	4/17/96	292220	\$22,048.50			\$102.50
124	TCSZ464223	8/1/96	4/17/96	292221	\$22,048.50			\$102.50
125	TCSZ464224	8/1/96	4/17/96	292319	\$22,048.50			\$102.50
126	TCSZ464225	8/1/96	4/17/96	292222	\$22,048.50			\$102.50

**Triple Crown Services Company**  
**September 1996 Equipment - Consolidated Rail Corporation**

Counter	Trailer #	Rec'd Date	Trailer Invoice Date	Trailer Invoice #	Trailer Invoice Amount	Freight Invoice Date	Freight Invoice #	Freight Invoice Amount
127	TCSZ464226	8/1/96	4/21/96	292320	\$22,048.50			\$102.50
128	TCSZ464227	8/1/96	4/21/96	292321	\$22,048.50			\$102.50
129	TCSZ464228	8/1/96	4/21/96	292322	\$22,048.50			\$102.50
130	TCSZ464229	8/1/96	4/21/96	292323	\$22,048.50			\$102.50
131	TCSZ464230	8/1/96	4/21/96	292324	\$22,048.50			\$102.50
132	TCSZ464231	8/1/96	4/21/96	292325	\$22,048.50			\$102.50
133	TCSZ464232	8/1/96	4/21/96	292326	\$22,048.50			\$102.50
134	TCSZ464233	8/1/96	4/21/96	292327	\$22,048.50			\$102.50
135	TCSZ464234	8/1/96	4/21/96	292328	\$22,048.50			\$102.50
136	TCSZ464235	8/1/96	4/21/96	292329	\$22,048.50			\$102.50
137	TCSZ464236	8/1/96	4/21/96	292330	\$22,048.50			\$102.50
138	TCSZ464237	8/1/96	4/21/96	292331	\$22,048.50			\$102.50
139	TCSZ464238	8/1/96	4/21/96	292332	\$22,048.50			\$102.50
140	TCSZ464239	8/1/96	4/21/96	292333	\$22,048.50			\$102.50
141	TCSZ464240	8/1/96	4/21/96	292334	\$22,048.50			\$102.50
142	TCSZ464241	8/1/96	4/21/96	292335	\$22,048.50			\$102.50
143	TCSZ464242	8/1/96	4/21/96	292336	\$22,048.50			\$102.50
144	TCSZ464243	8/1/96	4/21/96	292337	\$22,048.50			\$102.50
145	TCSZ464244	8/1/96	4/21/96	292338	\$22,048.50			\$102.50
146	TCSZ464245	8/1/96	4/21/96	292339	\$22,048.50			\$102.50
147	TCSZ464246	8/1/96	4/21/96	292340	\$22,048.50			\$102.50
148	TCSZ464247	8/1/96	4/21/96	292341	\$22,048.50			\$102.50
149	TCSZ464248	8/1/96	4/21/96	292342	\$22,048.50			\$102.50
150	TCSZ464249	8/1/96	4/21/96	292343	\$22,048.50			\$102.50
151	TCSZ464250	8/1/96	4/21/96	292344	\$22,048.50			\$102.50
152	TCSZ464251	8/1/96	4/21/96	292345	\$22,048.50			\$102.50
153	TCSZ464252	8/1/96	4/21/96	292346	\$22,048.50			\$102.50
154	TCSZ464253	8/1/96	4/21/96	292347	\$22,048.50			\$102.50
155	TCSZ464254	8/1/96	4/21/96	292348	\$22,048.50			\$102.50
156	TCSZ464255	8/1/96	4/21/96	292349	\$22,048.50			\$102.50
157	TCSZ464256	8/1/96	4/21/96	292350	\$22,048.50			\$102.50
158	TCSZ464257	8/1/96	4/21/96	292351	\$22,048.50			\$102.50
159	TCSZ464258	8/1/96	4/21/96	292352	\$22,048.50			\$102.50
160	TCSZ464259	8/1/96	4/21/96	292353	\$22,048.50			\$102.50
161	TCSZ464260	8/1/96	4/21/96	292354	\$22,048.50			\$102.50
162	TCSZ464261	8/1/96	4/21/96	292355	\$22,048.50			\$102.50
163	TCSZ464262	8/1/96	4/22/96	292518	\$22,048.50			\$102.50
164	TCSZ464263	8/1/96	4/21/96	292356	\$22,048.50			\$102.50
165	TCSZ464264	8/1/96	4/21/96	292357	\$22,048.50			\$102.50
166	TCSZ464265	8/1/96	4/22/96	292519	\$22,048.50			\$102.50
167	TCSZ464266	8/1/96	4/21/96	292358	\$22,048.50			\$102.50
168	TCSZ464267	8/1/96	4/22/96	292520	\$22,048.50			\$102.50

Triple Crown Services Company									
September 1996 Equipment - Consolidated Rail Corporation									
Counter	Trailer #	Rec'd Date	Trailer Invoice Date	Trailer Invoice #	Trailer Invoice Amount	Freight Invoice Date	Freight Invoice #	Freight Invoice Amount	
169	TCSZ464268	8/1/96	4/22/96	292521	\$22,048.50				\$102.50
170	TCSZ464269	8/1/96	4/22/96	292522	\$22,048.50				\$102.50
171	TCSZ464270	8/1/96	4/22/96	292523	\$22,048.50				\$102.50
172	TCSZ464271	8/1/96	4/22/96	292524	\$22,048.50				\$102.50
173	TCSZ464272	8/1/96	4/22/96	292525	\$22,048.50				\$102.50
174	TCSZ464273	8/1/96	4/22/96	292526	\$22,048.50				\$102.50
175	TCSZ464274	8/1/96	4/22/96	292527	\$22,048.50				\$102.50
176	TCSZ464275	8/1/96	4/22/96	292528	\$22,048.50				\$102.50
177	TCSZ464276	8/1/96	4/22/96	292529	\$22,048.50				\$102.50
178	TCSZ464277	8/1/96	4/22/96	292530	\$22,048.50				\$102.50
179	TCSZ464278	8/1/96	4/22/96	292531	\$22,048.50				\$102.50
180	TCSZ464279	8/1/96	4/22/96	292532	\$22,048.50				\$102.50
181	TCSZ464280	8/1/96	4/22/96	292533	\$22,048.50				\$102.50
182	TCSZ464281	8/1/96	4/22/96	292534	\$22,048.50				\$102.50
183	TCSZ464282	8/1/96	4/22/96	292535	\$22,048.50				\$102.50
184	TCSZ464283	8/1/96	4/22/96	292536	\$22,048.50				\$102.50
185	TCSZ464284	8/1/96	4/22/96	292537	\$22,048.50				\$102.50
186	TCSZ464285	8/1/96	4/22/96	292538	\$22,048.50				\$102.50
187	TCSZ464286	8/1/96	4/22/96	292539	\$22,048.50				\$102.50
188	TCSZ464287	8/1/96	4/22/96	292540	\$22,048.50				\$102.50
189	TCSZ464288	8/1/96	4/22/96	292541	\$22,048.50				\$102.50
190	TCSZ464289	8/1/96	4/22/96	292542	\$22,048.50				\$102.50
191	TCSZ464290	8/1/96	4/22/96	292543	\$22,048.50				\$102.50
192	TCSZ464291	8/1/96	5/9/96	294569	\$22,048.50				\$102.50
193	TCSZ464292	8/1/96	5/8/96	294570	\$22,048.50				\$102.50
194	TCSZ464293	8/1/96	5/8/96	294571	\$22,048.50				\$102.50
195	TCSZ464294	8/1/96	5/8/96	294572	\$22,048.50				\$102.50
196	TCSZ464295				\$22,048.50				\$102.50
197	TCSZ464296				\$22,048.50				\$102.50
198	TCSZ464297				\$22,048.50				\$102.50
199	TCSZ464298				\$22,048.50				\$102.50
200	TCSZ464299				\$22,048.50				\$102.50

Triple Crown Services Company					
September Equipment - Consolidated Rail Corporation					
Counter	Bogie #	Rec'd Date	Bogie Invoice Date	Bogie Invoice #	Bogie Invoice Amount
1	TCSR5037		4/1/96	290757	\$17,235.00
2	TCSR5041		4/1/96	290761	\$17,235.00
3	TCSR5042		4/1/96	290762	\$17,235.00
4	TCSR5043		4/1/96	290763	\$17,235.00
5	TCSR5044		4/1/96	290764	\$17,235.00
6	TCSR5046		4/1/96	290766	\$17,235.00
7	TCSR5047		4/1/96	290767	\$17,235.00
8	TCSR5068		4/1/96	290788	\$17,235.00
9	TCSR5069		4/1/96	290789	\$17,235.00
10	TCSR5070		4/1/96	290790	\$17,235.00
11	TCSR5071		4/1/96	290791	\$17,235.00
12	TCSR5072		4/1/96	290792	\$17,235.00
13	TCSR5073		4/1/96	290793	\$17,235.00
14	TCSR5074		4/1/96	290794	\$17,235.00
15	TCSR5075		4/1/96	290795	\$17,235.00
16	TCSR5076		4/1/96	290796	\$17,235.00
17	TCSR5077		4/1/96	290797	\$17,235.00
18	TCSR5078		4/1/96	290974	\$17,235.00
19	TCSR5079		4/1/96	290975	\$17,235.00
20	TCSR5080		4/1/96	290976	\$17,235.00
21	TCSR5081		4/1/96	290977	\$17,235.00
22	TCSR5082		4/1/96	290978	\$17,235.00
23	TCSR5083		4/1/96	290979	\$17,235.00
24	TCSR5084		4/1/96	290980	\$17,235.00
25	TCSR5085		4/1/96	290981	\$17,235.00
26	TCSR5086		4/1/96	290982	\$17,235.00
27	TCSR5087		4/1/96	290983	\$17,235.00
28	TCSR5088		4/1/96	290984	\$17,235.00
29	TCSR5089		4/1/96	290985	\$17,235.00
30	TCSR5090		4/1/96	290986	\$17,235.00
31	TCSR5091		4/1/96	290987	\$17,235.00
32	TCSR5092		4/1/96	290988	\$17,235.00
33	TCSR5093		4/1/96	290989	\$17,235.00
34	TCSR5094		4/1/96	290990	\$17,235.00
35	TCSR5095		4/1/96	290991	\$17,235.00
36	TCSR5096		4/1/96	290992	\$17,235.00
37	TCSR5097		4/1/96	290993	\$17,235.00
38	TCSR5098		4/1/96	290994	\$17,235.00
39	TCSR5099		4/1/96	290995	\$17,235.00
40	TCSR5100		4/1/96	290996	\$17,235.00
41	TCSR5101		4/1/96	290997	\$17,235.00
42	TCSR5102		4/1/96	290998	\$17,235.00

Triple Crown Services Company						
September Equipment - Consolidated Rail Corporation						
Counter	Bogie #	Rec'd Date	Bogie Invoice Date	Bogie Invoice #	Bogie Invoice Amount	
43	TCSR5103		4/1/96	290999	\$17,235.00	
44	TCSR5104		4/1/96	291000	\$17,235.00	
45	TCSR5105		4/1/96	291001	\$17,235.00	
46	TCSR5106		4/1/96	291002	\$17,235.00	
47	TCSR5107		4/1/96	291003	\$17,235.00	
48	TCSR5108		4/1/96	291004	\$17,235.00	
49	TCSR5109		4/1/96	291005	\$17,235.00	
50	TCSR5110		4/1/96	291006	\$17,235.00	

STATE OF INDIANA )  
 ) ss:  
COUNTY OF ALLEN )

On this 6<sup>th</sup> day of September, 1996 before me personally appeared, Timothy D. Minnick, to me personally known, who being by me duly sworn, says that (s)he is the VP Finance of TRIPLE CROWN SERVICES COMPANY, that this instrument was duly executed on September 6<sup>th</sup>, 1996 on behalf of said company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Barbara E. Lomont  
Notary Public

[Notarial Seal]

My commission expires 04-13-98

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

STATE OF DELAWARE )  
 ) ss:  
COUNTY OF NEW CASTLE )

On this \_\_\_ day of September, 1996 before me personally appeared, \_\_\_\_\_, to me personally known, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of WILMINGTON TRUST COMPANY, that said instrument was signed on September \_\_\_, 1996 on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporat on.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_

STATE OF WEST VIRGINIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of September, 1996 before me personally appeared, \_\_\_\_\_, to me personally known, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of TRIPLE CROWN SERVICES COMPANY, that this instrument was duly executed on September \_\_\_, 1996 on behalf of said company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_

STATE OF DELAWARE )  
 ) ss:  
COUNTY OF NEW CASTLE )

On this 6<sup>th</sup> day of September, 1996 before me personally appeared, **BRUCE L. BISSON** to me personally known, who being by me duly sworn, says that (s)he is the **Vice President** of WILMINGTON TRUST COMPANY, that said instrument was signed on September 6<sup>th</sup>, 1996 on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sallie V. Peet  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_  
SALLIE V. PEET  
NOTARY PUBLIC  
~~My Commission Expires July 12, 1998~~

