

REGISTRATION NO. 18205-A  
FILED 1993

AUG 5 1993 10:00 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT is made and entered into as of July 15, 1993, by and between DELAWARE TRUST CAPITAL MANAGEMENT, INC., a Delaware corporation, as trustee (the "Trustee"), TRIPLE CROWN SERVICES COMPANY, a Delaware general partnership (the "Company"), and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "Guarantor");

WITNESSETH THAT:

WHEREAS, "TRIPLE CROWN SERVICES EQUIPMENT TRUST, SERIES 1993" was created pursuant to an Equipment Trust Agreement dated as of April 15, 1993, among the Trustee, the Company and the Guarantor (such agreement is referred to herein as the "Trust Agreement");

WHEREAS, the Trust Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C § 11303 on April 23, 1993, and was assigned recordation number 18205;

WHEREAS, the Company desires to finance the acquisition, pursuant to the Trust Agreement, of certain additional equipment consisting of 200 Mark V Highway/Rail Trailers (RoadRailers®) and 100 Mark V Model Bogies;

WHEREAS, the Company, the Guarantor and the Trustee desire to amend Schedule I to the Trust Agreement to include such additional equipment as Trust Equipment (as defined in the Trust Agreement) and to amend the Trust Agreement to permit the issuance and sale of Trust Certificates (as defined in the Trust Agreement) in an aggregate principal amount not exceeding \$29,479,536;

WHEREAS, as used in this Supplemental Agreement, capitalized terms shall have the meanings assigned to them in the Trust Agreement; and

WHEREAS, the Holder of all the outstanding Trust Certificates has consented to this Supplemental Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties agree as follows:

1. Schedule I to the Trust Agreement is hereby amended to include therein the following additional units of Trust Equipment:

<u>Description</u>	<u>Identifying Numbers</u>
200 Mark V Highway/Rail Trailers ("RoadRailers®") Builder: Wabash National Corporation (RoadRailer Division)	TCSZ 461713 through 461912
100 Mark V Model Bogies Builder: Wabash National Corporation (RoadRailer Division)	TCSR 3987 through 4086

2. The third recital paragraph on page T-1 of the Trust Agreement hereby is amended by changing the phrase "not exceeding \$23,893,600" to "not exceeding \$29,479,536".

3. The Form of Trust Certificate set forth at page T-2 of the Trust Agreement hereby is amended by deleting "\$23,893,600" following the words "Total Authorized Issue" and substituting in lieu thereof "\$29,479,536".

4. From and after the execution and delivery of this Supplemental Agreement, all references to the Trust Agreement in the Purchase Agreement and the Trust Agreement shall mean the Trust Agreement as so supplemented hereby; and from and after the execution and delivery of the Supplemental Agreement to the Purchase Agreement, all references to the Purchase Agreement in the Purchase Agreement and the Trust Agreement shall mean the Purchase Agreement as so supplemented thereby.

5. The Company shall cause this Supplemental Agreement to be recorded promptly with the Interstate Commerce Commission in accordance with the provisions of Section 6.4 of the Trust Agreement and shall cause a copy of this Supplemental Agreement to be filed with the appropriate vehicle licensing department of the State of Tennessee.

6. This Supplemental Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute a single instrument.

7. The Trust Equipment described in Section 1 above shall be subject to all the terms and conditions set forth in the Trust Agreement as fully as if such terms and conditions were set forth in this Supplemental Agreement, and the Trust Agreement shall be deemed to be supplemented so as to include the Trust Equipment so described from and after the date hereof. Except as modified by this Supplemental Agreement, all terms, covenants and provisions of the Trust Agreement shall continue in full force and effect.

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 officer thereunto duly authorized, as of the date first written above, 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.

TRIPLE CROWN SERVICES COMPANY

By: Timothy D. Minnich  
Name:  
Title: V.P. FINANCE

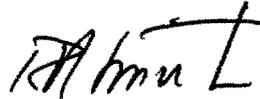
Executed on July 22, 1993

NORFOLK SOUTHERN RAILWAY COMPANY

By: W. J. Romig  
Name: WILLIAM J. ROMIG  
Title: Vice President

Executed on July 20, 1993

DELAWARE TRUST CAPITAL MANAGEMENT,  
INC., as Trustee

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

Executed on July 19, 1993