

18075-F

McGLINCHEY STAFFORD LANG

A LAW CORPORATION

SEP 27 1993 2:00 PM

NEW ORLEANS
HOUSTON
BATON ROUGE
LITTLE ROCK
WASHINGTON, D.C.
FORT SMITH
LAKE PROVIDENCE

2777 STEMMONS FREEWAY
SUITE 925
DALLAS TEXAS 75207

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FAX (214) 634-3971
DIRECT DIAL

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SEP 27 1993 2:00 PM
REGISTERED MAIL

18075-6
SEP 27 1993 2:00 PM

September 24, 1993

8-270000

Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue N.W.
Washington, D.C. 20423
Attention: Ms. Mildred Lee, Room 2303

18075-H

LEASING BRANCH

SEP 27 2 07 PM '93

RE: Documents for Recordation
Trinity Industries Leasing Company
Equipment Trust (Series 10)

Dear Ms. Lee:

On behalf of Trinity Industries Leasing Company and in accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, enclosed herewith for filing and recordation are the following documents:

- F 1. Two (2) executed originals of Second Supplement to Equipment Trust Agreement, a primary document, dated as of September 24, 1993, between Trinity Industries Leasing Company (the "Company") and NationsBank of Texas, N.A., as Trustee (the "Bank");
- g 2. Two (2) executed originals of an Assignment, a primary document, dated September 24, 1993, between the Company ("Assignor") and the Bank, as Trustee ("Assignee");
- H 3. Two (2) executed originals of a Bill of Sale, a secondary document, dated September 24, 1993, between the Company ("Seller") and the Bank, as Trustee ("Buyer"); and
- l 4. Two (2) executed originals of a Bill of Sale, a secondary document, dated September 24, 1993 between the Bank, as Trustee ("Seller") and Trinity Industries, Inc. ("Buyer").

The enclosed Second Supplement, Assignment and Bill of Sale referenced in paragraphs 1, 2 and 3, above, relate to the Equipment Trust Agreement dated as of December 30, 1992 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 18075 on December 31, 1992, along with an Assignment and Bill of Sale under Recordation Nos. 18075-A and 18075-B, respectively and a first Supplement to Equipment Trust

W.C. Phillips

C. Cleveland

McGLINCHEY STAFFORD LANG
A LAW CORPORATION

Secretary
September 24, 1993
Page 2

Agreement dated as of March 26, 1993 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 18075-C on March 29, 1993, along with an Assignment and Bill of Sale under Recordation Nos. 18075-D and 18075-E, respectively.

The enclosed Bill of Sale referenced in paragraph 4, above, relates to 12 railcars and the lease thereof subject to the said Equipment Trust Agreement that were released from the Equipment Trust and assigned by the said Trustee to the Company.

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 2705 State Street, Chicago Heights, Illinois, and the address of the Bank, the Trustee is 901 Main Street, Dallas, Texas 75202.

The railroad equipment covered by the Second Supplement to Equipment Trust Agreement is described in Exhibit A attached hereto. The foregoing railroad equipment consists solely of cars intended for use relating to interstate commerce.

Enclosed is our firm's check in the amount of \$64.00 to cover the recordation fee. (Such fee was determined on the basis that the Assignment is being filed concurrently with the Second Supplement to Equipment Trust Agreement).

You are hereby authorized to deliver any unneeded copies of the Second Supplement to Equipment Trust Agreement, the Assignment and the Bills of Sale, with the filing date noted thereon, following recordation thereof, to the representative of Washington Service Bureau who is delivering this letter and said enclosures to you.

A short summary of the documents appear in the index follows:

- (a) Primary Documents. (i) Second Supplement to Equipment Trust Agreement, a primary document, dated as of September 24, 1993, between the Company (as vendor and lessee), and the Bank, as Trustee, and covering forty-two (42) railroad cars, and (ii) Assignment, a primary document, dated September 24, 1993, between the Company (as Assignor), and the Bank, as Trustee, and covering forty-two (42) railroad cars.
- (b) Secondary Documents. Bill of Sale, a secondary document, dated September 24, 1993, between the Company (as

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Seller), and the Bank, as Trustee (as Buyer), and covering various railroad cars, and connected to the Second Supplement to Equipment Trust Agreement referred to in paragraph (a) above, and Bill of Sale, a secondary document, dated September 24, 1993, between the Bank, as Trustee (Seller) and the Company (Buyer), and covering various railroad cars, and connected to the Equipment Trust Agreement dated as of December 30, 1992 referred to above.

Very truly yours,



Richard A. Fogel

RAF:ps
Enclosures

DDD041C

18075-F

SEP 24 1993

TRINITY INDUSTRIES LEASING COMPANY

**SECOND SUPPLEMENT
TO EQUIPMENT TRUST AGREEMENT**
(TRINITY INDUSTRIES LEASING COMPANY EQUIPMENT TRUST SERIES 10)

Dated as of September 24, 1993

Between

NATIONSBANK OF TEXAS, N.A.,
TRUSTEE

AND

TRINITY INDUSTRIES LEASING COMPANY

SECOND SUPPLEMENT dated as of September 24, 1993 (herein called this "Second Supplement"), to the Equipment Trust Agreement dated as of December 30, 1992 (hereinafter called the "Trust Agreement"), between TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (hereinafter called the "Company") and NATIONSBANK OF TEXAS, N.A., a national banking association, as Trustee (hereinafter in such capacity called the "Trustee").

PRELIMINARY STATEMENT

A. The Trust Agreement was filed with the Interstate Commerce Commission (the "ICC") on December 31, 1992 under Recordation No. 18075.

B. A Supplement to the Trust Agreement, dated March 26, 1993, between the Company and the Trustee was filed with the ICC on March 29, 1993, under Recordation No. 18075-C.

C. The Company has, pursuant to Section 5.05(a) of the Trust Agreement, issued its Request that the Trustee assign to the Company the 12 units of Equipment covered by the Existing Lease with TTX Company dated June 5, 1992 described in Exhibit B to the Trust Agreement (the "Assigned Equipment").

D. Pursuant to Section 5.05(a) of the Trust Agreement and such Request, the Company desires to convey to the Trustee other Equipment described in Exhibits A and B hereto of an aggregate fair value no less than the fair value of the Assigned Equipment (the "Substituted Equipment").

E. The parties desire to supplement and amend the Trust Agreement as provided herein.

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

1. The Trust Agreement is hereby amended by adding to Exhibit A to the Trust Agreement the descriptions of the Substituted Equipment and Existing Leases contained in Exhibits A and B hereto; and in accordance with Section 4.01 of the Trust Agreement, the Substituted Equipment shall be Trust Equipment and shall be included in the trust created thereunder and subject to all of the terms and provisions thereof.

2. The Trust Agreement, as hereby amended, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

3. Terms used in this Second Supplement shall have the respective meanings ascribed to them in the Trust Agreement.

4. The terms "Trust Agreement," "Agreement" or "Equipment Trust Agreement" as used in the Trust Agreement and all Exhibits thereto shall be construed to mean the Trust Agreement as amended by the first Supplement and this Supplement.

5. This Second Supplement may be executed in several counterparts each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument. This Second Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this Second Supplement. It shall not be necessary in making proof of this Second Supplement to produce or account for more than one such counterpart.

6. This Second Supplement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Texas (including the conflicts of laws rules), including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed effective as of the date first written above.

TRINITY INDUSTRIES LEASING COMPANY

Attest:

Neil Q. Shoop
Assistant Secretary

By: F. Dean Phelps
F. Dean Phelps
Vice President

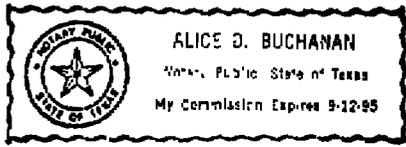
[SEAL]

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

On this 24th day of September, 1993, before me personally appeared F. Dean Phelps, to me personally known, who being by me duly sworn, says that he is the Vice President of TRINITY INDUSTRIES LEASING COMPANY, 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 of Notary Public Alice D. Buchanan

My Commission Expires: 9-12-95



NATIONSBANK OF TEXAS, N.A., Trustee

By: Linda McNeil
Name: Linda McNeil
Title: Vice President

Attest:
Vivian [Signature]

[SEAL]

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

On this 24th day of September, 1993, before me personally appeared Linda McNeil, to me personally known, who being by me duly sworn, says that she is the vice president of NATIONSBANK of TEXAS, N.A., 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 she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public Alice D. Buchanan

My Commission Expires: 9-12-95

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EXHIBIT A

Series 10

DESCRIPTION OF TRUST EQUIPMENT

Quantity & Type	Class	Initialed Capacity	Car Numbers	Earliest Service
32 Hopper Cars	Lo	5,851 cu. ft.	TILX 59110, 59124, 59175, 59218, 59219 59243-59269	7/93
10 Hopper Cars	Lo	5,125 cu. ft.	TILX 5181-5184, 5186, 5189-5191, 5193-5194	8/93

DDD0440D

1. Railroad Car Lease Agreement, dated February 18, 1991, between Trinity Industries Leasing Company and Tennessee Eastman Company, Division of Eastman Kodak Company covering the following described railroad cars (Partial Rider 4):

Number of Cars	Type	Car Numbers
32	5,851 cu. ft. Lo Covered Hopper Cars	TILX 59110, 59124, 59175, 59218, 59219, 59243-59269 (inclusive)

2. Railroad Car Lease Agreement, dated may 17, 1979, between Trinity Industries Leasing Company and Cargill, Inc. covering the following described railroad cars (Partial Rider 12):

Number of Cars	Type	Car Numbers
10	5,125 cu. ft. Lo Covered Hopper Cars	TILX 5181-5184 (inclusive) 5186 5189-5191 (inclusive) 5193-5194 (inclusive)

Interstate Commerce Commission

Washington, D.C. 20423

9/27/93

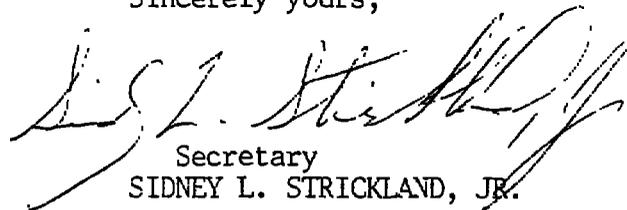
OFFICE OF THE SECRETARY

Richard A Fogel
McGlinchey, Stafford & Lang
2777 Stemmons Freeway
Dallas Texas 75207

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/27/93 at 2:15pm, and assigned recordation number(s). 18075-F, 18075-G, 18075-H & 18075-I

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)