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RECORDATION NO. 17971-A FILED 1025

DEC 29 1995 - 2 35 PM

INTERSTATE COMMERCE COMMISSION
OF COUNSEL
URBAN A. LESTER

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

December 29, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of a Railroad Equipment Lease Supplement, dated as of October 26, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Railroad Equipment Lease, dated as of October 9, 1992, which was duly filed with the Commission on October 3, 1992 under Recordation Number 17971.

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

Lessor: Pitney Bowes Credit Corporation
201 Merritt Seven
Norwalk, Connecticut 06856-5151

Lessee: Trinity Industries Leasing Company
2075 State Street
Chicago, Illinois 60411

LICENSING BRANCH

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OFFICE OF THE
SECRETARY

Counterparts - Vernon Williams

Mr. Vernon A. Williams
December 29, 1995
Page 2

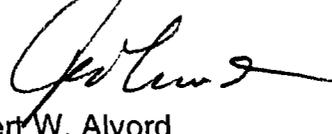
A description of the railroad equipment covered by the enclosed documents is:

One hundred (100) railroad cars bearing CCLX reporting marks and road numbers 1200 through 1299 inclusive.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bjg
Enclosures

The undersigned does hereby certify that attached hereto is a true and exact copy of the original Railroad Equipment Lease Supplement dated as of October 9, 1992 between Pitney Bowes Credit Corporation and Trinity Industries Leasing Company.

Nancy Ebner
Nancy Ebner
Supervisor, Documentation and
Administration
PITNEY BOWES CREDIT CORPORATION

State of California)
County of Orange) ss

Subscribed and sworn to before me on November 21, 1995.

Patricia E. Heard

Signature of Notary

(Seal)



RECORDATION NO. 17971-A FILED 1425

DEC 29 1995 2 35 PM

FEDERAL COMMERCE COMMISSION

RAILROAD EQUIPMENT LEASE SUPPLEMENT

This Railroad Equipment Lease Supplement is executed in connection with that certain Railroad Equipment Lease dated as of October 9, 1992 between Pitney Bowes Credit Corporation ("Lessor") and Trinity Industries Leasing Company ("Lessee") (the "Lease"). Unless otherwise defined herein, capitalized terms contained herein shall have the same meaning as set forth in the Lease.

WHEREAS, the Lease was recorded with the ICC on October 3, 1992 as recordation number 17971; and

WHEREAS, Lessor and Lessee now desire to record with the ICC, as a supplemental recording under the Lease, the Riders referred to in Schedule 3 to the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

Rider One (1) and Rider Two (2) to that certain Railroad Car Net Lease Agreement dated as of June 17, 1992 between Lessee as lessor and Crystal Car Line, Inc. as lessee (the "Riders") are attached to this Railroad Equipment Lease Supplement and are the sublease Riders referred to in Schedule 3 to the Lease. Upon execution and delivery, this Railroad Equipment Lease Supplement and the Riders attached hereto shall be recorded by the ICC as a supplemental recording under the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Supplement to Railroad Equipment Lease to be duly executed as of the 26th day of October, 1994.

LESSOR:
PITNEY BOWES CREDIT CORPORATION

LESSEE:
TRINITY INDUSTRIES LEASING COMPANY

By: 

By: 

Printed Name: John K. Fitzpatrick

Printed Name: F. Dean Phelps

Title: Region Vice President

Title: Vice President

Date: 9-14-95

Date: 9-1-95

RIDER ONE (1) TO RAILROAD CAR NET LEASE AGREEMENT

Effective this 17th day of June, 1992, this Rider shall become a part of the Railroad Car Net Lease Agreement between Trinity Industries Leasing Company, Lessor, and Crystal Car Line, Inc., Lessee, dated June 17, 1992, and the cars described herein shall be leased to Lessee, subject to the terms and conditions in said Railroad Car Net Lease Agreement, during the term and for the rental shown below:

<u>Number of Cars</u>	<u>Type and Description</u>	<u>Approximate Capacity (gallonage or cubic feet)</u>	<u>Base Monthly Rental (Per Car)</u>
100	DOT 111A100W1 CCLX 1200-1299	17,574 Gallons	\$407

Place of Delivery - Notwithstanding Article 3, the cars leased hereunder shall be delivered to Lessee at Lessee's plant at Argo, Illinois.

Cost of Delivery - Notwithstanding Article 3, Lessor shall pay all freight charges from the place of delivery to Lessee's plant located at Argo, Illinois.

The risk of loss of the cars shall pass to Lessee upon delivery of the cars at Lessee's plant located at Argo, Illinois. In the event of any loss of, damage to or destruction of the cars while they are being delivered, Lessee shall cooperate with Lessor in obtaining settlement with the damaging railroad.

Commencement of Rentals - Notwithstanding Articles 4 and 6, the monthly rental with respect to each car shall accrue from (and including) the date of acceptance (or deemed acceptance).

The minimum rental period for the cars leased hereunder shall be one hundred forty-four (144) months, and the cars shall continue under lease thereafter for successive one (1) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancellation shall be given by either party to the other at least sixty (60) days prior to expiration of the initial term or upon thirty (30) days notice prior to the expiration of any successive term for cars covered by this Rider. Thereafter, this Rider shall terminate automatically upon the date of release of the last car covered by this Rider.

Effective Riders 1, 2, 3

Cancels Rider Number N/A

TRINITY INDUSTRIES LEASING COMPANY

By: Richard G. Brown
Richard G. Brown
Executive Vice President

The right, title and interest of the Lessor under this Rider and all rent payments due and to become due hereunder have been assigned as collateral security and are subject to a security interest in favor of Pitney Bowes Credit Corporation

CRYSTAL CAR LINE, INC.

By: J. J. Farrell
President

Richard G. Brown
Vice President
1/8/93

RIDER TWO (2) TO RAILROAD CAR NET LEASE AGREEMENT

Effective this 17th day of June, 1992, this Rider shall become a part of the Railroad Car Net Lease Agreement between Trinity Industries Leasing Company, Lessor, and Crystal Car Line, Inc., Lessee, dated June 17, 1992, and the cars described herein shall be leased to Lessee, subject to the terms and conditions in said Railroad Car Net Lease Agreement, during the term and for the rental shown below:

<u>Number of Cars</u>	<u>Type and Description</u>	<u>Approximate Capacity (gallonage or cubic feet)</u>	<u>Base Monthly Rental (Per Car)</u>
40	DOT 111A100W1 CCLX 1300-1339	17,574 Gallons	\$407

Place of Delivery - Notwithstanding Article 3, the cars leased hereunder shall be delivered to Lessee at Lessee's plant at Argo, Illinois.

Cost of Delivery - Notwithstanding Article 3, Lessor shall pay all freight charges from the place of delivery to Lessee's plant located at Argo, Illinois.

The risk of loss of the cars shall pass to Lessee upon delivery of the cars at Lessee's plant located at Argo, Illinois. In the event of any loss of, damage to or destruction of the cars while they are being delivered, Lessee shall cooperate with Lessor in obtaining settlement with the damaging railroad.

Commencement of Rentals - Notwithstanding Articles 4 and 6, the monthly rental with respect to each car shall accrue from (and including) the date of acceptance (or deemed acceptance).

Termination Option - Notwithstanding the minimum rental period set forth below, Lessee shall have the option to terminate this Agreement with respect to all of the cars leased hereunder. This option is exercisable at the end of the sixtieth (60th) month of the lease term, provided Lessee tenders written notice to Lessor of Lessee's intent to exercise this option by the end of the fifty-fourth (54th) month of the lease term.

The minimum rental period for the cars leased hereunder shall be one hundred forty-four (144) months, and the cars shall continue under lease thereafter for successive one (1) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancellation shall be given by either party to the other at least sixty (60) days prior to expiration of the initial term or upon thirty (30) days notice prior to the expiration of any successive term for cars covered by this Rider. Thereafter, this Rider shall terminate automatically upon the date of release of the last car covered by this Rider.

Effective Riders 1, 2, 3

Cancels Rider Number N/A

TRINITY INDUSTRIES LEASING COMPANY

By: Richard G. Brown
Richard G. Brown
Executive Vice President

The right, title and interest of the Lessor under this Rider and all rent payments due and to become due hereunder have been assigned as collateral security and are subject to a security interest in favor of Pitney Bowes Credit Corporation.

CRYSTAL CAR LINE, INC.

By: J. J. Farrell Jr.
President

D. P. Pfeiffer
Vice President
11/8/93

State of California

County of Orange

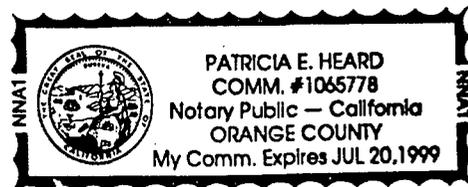
On September 14, 1995 before me, Patricia E. Heard, personally appeared

John Fitzpatrick, ^{Name of Notary} X personally known to me/____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacit(ies)y, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary

(Seal)



STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 1st day of September, 1997, before me personally appeared F. Dean Phelps, to me personally known, who being by me duly sworn says that such person is Vice President of Trinity Industries Leasing Company, that the foregoing Railroad Equipment Lease Supplement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Sandra V. Maldonado
Notary Public

