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RECORDATION NO. \_\_\_\_\_ FILED 1425

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INTERSTATE COMMERCE COMMISSION

ANNEX D  
to Conditional  
Sale Agreement

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**ASSIGNMENT OF LEASE AND AGREEMENT**

**Dated as of March 1, 1993**

**Between**

**STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL  
ASSOCIATION, not in its individual capacity but solely as  
trustee under the Trust Agreement dated as of the date  
hereof with Unionbanc Leasing Corporation,**

**as Trustee,**

**And**

**MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
AS TRUSTEE OF A COMMINGLED PENSION TRUST,**

**as Investor.**

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Filed with the Interstate Commerce Commission pursuant to 49  
U.S.C. § 11303 on March \_\_, 1993, at \_\_\_\_ .m., recordation  
number \_\_\_\_\_.

ASSIGNMENT OF LEASE AND AGREEMENT dated as of March 1, 1993 ("Assignment") between STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee (together with its successors and assigns, "Trustee") under the Trust Agreement dated as of the date hereof with UNIONBANC LEASING CORPORATION, a California corporation ("Owner"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee of a Commingled Pension Trust, as the investor ("Investor") under a Participation Agreement dated as of the date hereof ("Participation Agreement").

WHEREAS the Trustee is entering into a Conditional Sale Agreement dated as of the date hereof ("CSA") with TRINITY INDUSTRIES, INC., a Delaware corporation ("Builder"), providing for the sale to the Trustee of such units of railroad equipment ("Units") described in Annex B thereto as are delivered to and accepted by the Trustee thereunder;

WHEREAS the Trustee and GEORGIA POWER COMPANY, a Georgia corporation ("Lessee"), have entered into a Lease of Railroad Equipment dated as of the date hereof ("Lease") providing for the leasing by the Trustee to the Lessee of the Units;

WHEREAS the Builder has assigned to the Investor its rights in, to and under the CSA pursuant to an Agreement and Assignment dated as of the date hereof; and

WHEREAS in order to provide security to the Investor for the obligations of the Trustee under the CSA and as an inducement to the Investor to invest in the CSA Indebtedness (as defined in Section 4.3(b) of the CSA), the Trustee agrees to assign for security purposes certain of its rights in, to and under the Lease to the Investor;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. The Trustee hereby assigns, transfers and sets over unto the Investor, as collateral security for the payment and performance of the obligations of the Trustee under the CSA, all the Trustee's right, title and interest, powers, privileges and other benefits under the Lease (including those inuring to the benefit of the Trustee), including, without limitation, the

immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Trustee from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payment, termination payment, indemnity, liquidated damages or otherwise (such moneys, other than the payments included in Excluded Payments and Rights defined below, being hereinafter called "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Trustee is or may become entitled to do under the Lease; provided, however, that, notwithstanding the foregoing, the payments and rights assigned by the Trustee to the Investor herein do not include any of the following which are expressly reserved to the Trustee: (a) all payments of any indemnity under Sections 6 and 12 of the Lease or under the Indemnity Agreement (as defined in the Participation Agreement) and any payments under Section 20 of the Lease, and all interest in respect thereof, which by the terms thereof are payable to the Trustee (in its individual capacity or as trustee) or the Owner for its own account; (b) any insurance proceeds payable under public liability policies maintained by the Lessee pursuant to Section 7.6(1)(ii) of the Lease which by the terms of such policies or the terms of the Lease are payable directly to the Trustee (in its individual capacity or as trustee) or the Owner for its own account and any proceeds of insurance maintained with respect to the Units by the Trustee or the Owner and not required to be maintained by the Lessee under the Lease; (c) all rights of the Trustee under the Lease to demand, collect, sue for or otherwise obtain all amounts from the Lessee due the Trustee on account of any such indemnities or payments referred to in clause (a) above and to seek legal or equitable remedies to require the Lessee to maintain the insurance coverage referred to in clause (b) above, provided that the rights referred to in this clause (c) shall not be deemed to include the exercise of any remedies provided for in Section 13 of the Lease other than the right to proceed by appropriate court action, either at law or in equity, to enforce performance by the Lessee of such indemnities or insurance covenants or to recover damages for the breach thereof; (d) if any Event of Default under the Lease based solely on a breach of any covenant of the Lessee to pay any indemnity referred to in clause (a) above or to maintain any insurance referred to in clause (b) above shall occur and be continuing, the right of the Trustee to exercise the remedies, but only those remedies provided for in Section 13 of the Lease, to enforce, by appropriate court action, either at law or in equity, performance by the Lessee of any covenants of the Lessee to pay any such indemnity or payment directly to the Trustee or to maintain such insurance or recover damages for the breach of any such covenant; (e) the right of the Trustee, but not to the exclusion of the Investor, as provided in the Lease (i) to receive from the Lessee

notices, certificates and other documents and information which the Lessee is required or permitted to give or furnish to the Trustee pursuant to the Lease, (ii) to inspect the Units and all records relating thereto, (iii) to exercise its rights to perform for the Lessee under Section 20 of the Lease, (iv) to cause the Lessee to take such acts as may be reasonably requested by the Trustee pursuant to Section 18 of the Lease, and (v) to grant such consents, approvals and waivers as may be required or permitted to be made or given by the Trustee under the Documents; (f) so long as no event of default under the CSA has occurred and is continuing, the right, to the exclusion of the Investor, (i) to accept delivery of the Units under and pursuant to the Participation Agreement and the CSA, subject to the satisfaction of the conditions set forth in the Participation Agreement and the CSA, and (ii) to exercise the rights of the Trustee under Section 7.9 of the Lease with respect to the Lessee's economic obsolescence option and/or Section 16 of the Lease with respect to the Lessee's renewal options and purchase options; and (g) whether or not an event of default under the CSA has been declared and is continuing, all rights of the Trustee, to the exclusion of the Investor, (i) to adjust the basic lease rates and Casualty and Termination Values as provided in Section 3.1(2) of the Lease, (ii) to determine Fair Market Sale Value and Fair Market Rental Value under the Lease, for all purposes except following an Event of Default under the Lease, and (iii) to compromise or waive any right, remedy or benefit pursuant to clauses (a) and (b) hereof or in respect of any rights expressly reserved to the Trustee or the Owner in the proviso to this Section 1 or to modify, amend or waive any provision pertaining thereto (such payments and rights reserved to the Trustee being herein called "Excluded Payments and Rights"). In furtherance of the foregoing assignment, the Trustee hereby irrevocably authorizes and empowers the Investor in its own name, or in the name of its nominee, or in the name of the Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Trustee is or may become entitled to under the Lease and, subject to the Excluded Payments and Rights, to enforce compliance by the Lessee with all the terms and provisions of the Lease.

Notwithstanding the foregoing assignment, so long as no event of default or event which, with the giving of notice or the lapse of time, or both, would constitute an event of default under the CSA shall have occurred and be continuing, all Payments to be made by the Lessee pursuant to the Lease shall be paid to the Trustee for application by the Trustee in accordance with the provisions of Article II of the Trust Agreement. If an event of default or event which, with the giving of notice or the lapse of time, or both, would constitute an event of default under the CSA shall then have occurred and be continuing, the Investor may direct the Lessee to make all Payments pursuant to the Lease

directly to the Investor, and may require that all proceeds of the property insurance policies maintained by the Lessee pursuant to Section 7.6 of the Lease be made payable solely to the Investor, as specified in written instructions provided to the Lessee by the Investor from time to time. The Investor agrees to accept any Payments made by the Lessee for the account of the Trustee pursuant to the Lease. To the extent received, the Investor will apply such Payments to satisfy the obligations of the Trustee under the CSA then due and payable. If an event of default, or event which, with the lapse of time and/or the giving of notice provided for in the CSA would constitute an event of default thereunder, shall have occurred and be continuing, the Investor, after application of such Payments to satisfy the obligations of the Trustee then due and payable under the CSA, may hold the balance remaining of such payments until the date, if any, on which such event of default (or potential event of default) shall have been cured (to the extent permitted under the provisions of the CSA) or waived by the Investor, in which event the balance remaining of such Payments shall be distributed to the Trustee. If an event of default under Section 16.1 of the CSA shall have occurred and be continuing beyond the date on which such event of default may be cured in accordance with the provisions of the CSA, the Investor, after application of such Payments to satisfy the obligations of the Trustee then due and payable under the CSA, may hold the balance remaining of such Payments until the 180th day following the date on which such funds were received by the Investor, in which event, unless a Declaration of Default (as defined in Section 16.1 of the CSA) has been made, such Payments shall be distributed to the Trustee. If the Investor shall not receive any rental payment under Section 3 of the Lease or Casualty Value payment under Section 7.1 of the Lease when due, the Investor shall use its best efforts to notify the Lessee and the Trustee by telephone, confirmed in writing, at their addresses set forth in the Lease within one business day after the due date thereof; provided, however, that the failure of the Investor so to notify the Trustee shall not impose any liability on the Investor and shall not affect the obligations of the Trustee hereunder or under the CSA, except that the Investor may not make a Declaration of Default (as defined in Section 16.1 of the CSA) based solely on an event of default under subparagraph (a) of said Section 16.1 arising solely by reason of the failure of the Lessee to make any such rental or Casualty Value payment which would not constitute an event of default under subparagraph (e) of said Section 16.1 if the Trustee complies with the provisions thereof, unless such event of default is not remedied within ten business days after the giving of written notice thereof by the Investor to the Trustee and the Owner.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall

not subject the Investor to, or transfer, or pass, or in any way affect or modify the liability of the Trustee under the Lease, it being agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Trustee to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Trustee or persons other than the Investor (unless and to the extent that the Investor exercises the rights and remedies of the Trustee under the Lease, or otherwise causes loss or damage to be suffered by the Lessee as a result of the negligence or wilful misconduct of the Investor, its agents or employees, as to which the Trustee shall have no liability).

3. The Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides are to be performed by the Trustee; without the written consent of the Investor, the Trustee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee (other than as to Excluded Payments and Rights), including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or enter into any agreement amending, modifying or terminating the Lease and the Trustee agrees that any amendment, modification or termination thereof without such consent shall be void.

4. The Trustee does hereby constitute the Investor the Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Trustee, or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease to which the Trustee is or may become entitled; and subject to the Excluded Payments and Rights, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claim or take any action or institute any proceedings which to the Investor may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all sums and other obligations due from the Trustee under the CSA, this Assignment and all rights herein assigned to the Investor shall terminate, and all estate, right, title and interest of the Investor in and to the Lease shall revert to the Trustee. Promptly following such full discharge and satisfaction, the Investor agrees that, upon the request of the Trustee, the Owner or the Lessee, it will perform its obligations pursuant to Section 5.2 of the CSA and will advise the Lessee in writing that all sums and other obligations due from the Trustee under the CSA

10. The Investor hereby agrees with the Trustee that the Investor will not, so long as no Event of Default under the Lease or event of default under the CSA has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Trustee to the Investor by paragraph 1 of this Assignment, except the right to receive and apply the Payments as provided in paragraph 1 hereof, and upon the occurrence of an Event of Default under the Lease or an event of default under the CSA, the Investor shall be entitled to exercise remedies in respect of such assigned rights, powers, privileges, authorizations and benefits pursuant to and subject to the provisions and limitations set forth in the Lease, the CSA and this Assignment; provided, however, that the Investor may not amend any provision of the Documents without the consent of the Trustee unless an Event of Default under the Lease or an event of default under the CSA has occurred and is continuing and the Investor has given at least 10 business days' prior written

9. The Trustee shall cause copies of all notices received in connection with the Lease and all Payments hereunder to be promptly delivered or made to the Investor unless the same are delivered directly to the Investor pursuant to the provisions of any other document.

8. This Assignment shall be governed by the laws of the state of Georgia, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303, such additional rights, if any, arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement shall be filed, recorded or deposited or in which any Unit shall be located, and such rights, if any, arising out of the marking of the Units.

7. Subject to the provisions of the Participation Agreement and the CSA, the Investor may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Investor hereunder.

6. The Trustee will, from time to time, execute, acknowledge and deliver any and all further instruments reasonably requested by the Investor in order to confirm or further assure the interest of the Investor hereunder.

Investor.  
have been fully discharged and satisfied and instruct the Lessee that no further payments under the Lease are to be made to the

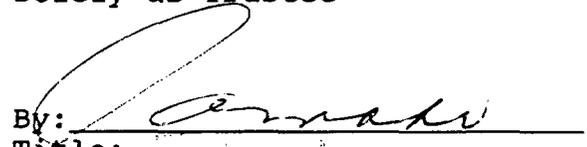
notice (the "Notice") to the Trustee of such amendment (it being understood that a waiver of any existing event of default under the CSA shall not be construed as such an amendment), and, if such amendment is prejudicial to the rights of, or is burdensome to, the Trustee or the Owner (as determined by the Trustee or the Owner in its reasonable discretion), the Trustee or the Owner shall have the option within 90 days after receipt of the Notice thereafter to pay or cause to be paid the total unpaid balance of the CSA Indebtedness, together with interest thereon accrued and unpaid and all other payments then due under the CSA (without premium), and upon receipt of such payment the Investor shall have no further interest in any of the Documents (other than rights expressly surviving thereunder) or the Units (provided that the effectiveness of any such amendment shall expressly be conditional and such amendment shall cease to be effective in the event that the Trustee or the Owner pays or causes to be paid the total unpaid balance of the CSA Indebtedness, together with interest thereon accrued and unpaid and all other payments then due under the CSA (without premium) in accordance with the provisions hereof). In addition, if an event of default under Section 16.1 of the CSA shall have occurred and be continuing as the result of the occurrence of an Event of Default under the Lease, and provided that no other event of default under the CSA which is not and does not result from an Event of Default under the Lease shall have occurred and be continuing, if the Investor shall have made a Declaration of Default or otherwise proceeded to exercise one or more of the remedies set forth in the CSA, the Trustee or the Owner shall have the option within 90 days thereafter, and upon at least five days' prior written notice to the Investor to pay or cause to be paid the total unpaid balance of the CSA Indebtedness, together with interest thereon accrued and unpaid and all other payments then due under the CSA (without premium), and upon receipt of such payment the Investor shall have no further interest in any of the documents (other than rights expressly surviving thereunder) or the Units. In addition, if an event of default under Section 16.1 of the CSA shall have occurred and be continuing as the result of the occurrence of an Event of Default under the Lease, and if the Investor shall not have made a Declaration of Default or otherwise proceeded to exercise one or more of the remedies set forth in the CSA or the Lease within 180 days following the date on which such event of default shall have occurred, the Trustee or the Owner shall have the option within 90 days thereafter (or, if the Investor shall give written notice to the Trustee at any time during such 90-day period of the Investor's determination to make a Declaration of Default or otherwise proceed to exercise one or more of the remedies set forth in the CSA or the Lease, within 30 days after the Trustee's receipt of such notice), and upon at least five days' prior written notice to the Investor, to pay or cause to be paid the total unpaid balance of the CSA Indebtedness, together with interest thereon accrued and unpaid

and all other payments then due under the CSA (with premium), and upon receipt of such payment the Investor shall have no further interest in any of the Documents (other than rights expressly surviving thereunder) or the Units. Subject to the terms of the Lease and the CSA, the Trustee may, so long as no Event of Default under the Lease or event of default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of Section 13.1(a) of the Lease; provided, however, that the Trustee may, whether or not an Event of Default under the Lease or an event of default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise and enforce, its rights, powers, privileges and remedies arising out of Section 13.1(a) of the Lease in respect of the Excluded Payments and Rights; provided further, however, that the Trustee shall not, without the prior written consent of the Investor, cancel the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of Section 13.1(b) of the Lease or take any action which would cause any cancellation of the Lease.

11. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Investor shall be deemed to be the sole original counterpart. Although for convenience this Assignment is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, as of the date first above written.

STATE STREET BANK AND TRUST  
COMPANY OF CONNECTICUT,  
NATIONAL ASSOCIATION, not in  
its individual capacity but  
solely as Trustee

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

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Trustee of a  
Commingled Pension Trust

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

[Corporate Seal]

Attest:

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

STATE OF CONNECTICUT )  
 ) ss.:  
COUNTY OF HARTFORD )

On this 23<sup>rd</sup> day of March, 1993, before me personally appeared Lese Amato, to me personally known, who, being by me duly sworn, says that he is \_\_\_\_\_ of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, and that said instrument was signed 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.

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

[Notarial Seal]

My Commission expires

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this \_\_\_\_ day of March, 1993, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is \_\_\_\_\_ of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee of a Commingled Pension Trust, and that said instrument was signed and sealed on behalf of said company 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 company.

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

[Notarial Seal]

My Commission expires

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, as of the date first above written.

STATE STREET BANK AND TRUST  
COMPANY OF CONNECTICUT,  
NATIONAL ASSOCIATION, not in  
its individual capacity but  
solely as Trustee

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

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Trustee of a  
Commingled Pension Trust

By: Maurice A. Wilton  
Title: Vice President

[Corporate Seal]

Attest:

Martin N. Hack  
Title: Assistant Secretary

STATE OF CONNECTICUT )  
 ) ss.:  
COUNTY OF HARTFORD )

On this \_\_\_ day of March, 1993, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is \_\_\_\_\_ of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, and that said instrument was signed 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.

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

[Notarial Seal]

My Commission expires

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 23rd day of March, 1993, before me personally appeared MARILYN J. WILBOUGHBY, to me personally known, who, being by me duly sworn, says that she is VICE PRESIDENT of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee of a Commingled Pension Trust, and that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Margaret M. Boylan  
Notary Public

[Notarial Seal]

My Commission expires

MARGARET M. BOYLAN  
Notary Public, State of New York  
No. 03-4731446  
Qualified in Bronx County  
Certificate Filed in N.Y. County  
Commission Expires Mar. 30, 1994

### Consent and Agreement

The undersigned, the lessee ("Lessee") named in the Lease ("Lease") referred to in the foregoing Assignment of Lease and Agreement ("Lease Assignment"), hereby (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment and agrees that so long as the Lease Assignment is effective:

(1) it will pay all Payments (as defined in Section 1 of the Lease Assignment) and other moneys provided for in the Lease due and to become due under the Lease or otherwise in respect of the railroad equipment leased thereunder (other than Excluded Payments and Rights) as specified in Section 1 of the Lease Assignment by bank wire transfer of immediately available funds not later than 11:00 a.m., Atlanta, Georgia time, to such address or account as may be furnished in writing to the Lessee by the Trustee, or by the Investor, as applicable, at least five (5) days in advance, and will give the Trustee and the Investor prior or concurrent notice of its calculation of the amount thereof to be paid by the Trustee to the Investor, or by the Investor to the Trustee, as applicable, pursuant to the Lease Assignment;

(2) the Investor shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease (except in respect of Excluded Payments and Rights) as though the Investor were named therein as the Lessor;

(3) the Investor shall not, by virtue of the Lease Assignment, be or become subject to any liability or obligation under the Lease or otherwise; and

(4) the Lease shall not, without the prior written consent of the Investor, be terminated (except in accordance with its terms) or modified, nor shall any action be taken or omitted by the Lessee the taking or omission of which might result in an alteration, impairment or waiver of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement, when accepted by the Investor by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Georgia and, for all purposes, shall be construed in accordance with the laws of said state.

GEORGIA POWER COMPANY

By: Robert L. Bryan

Title: Vice President

The foregoing Consent and Agreement is hereby accepted, as of March 1, 1993.

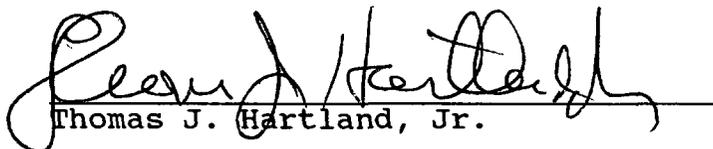
MORGAN GUARANTY TRUST COMPANY OF  
NEW YORK, as Trustee of a  
Commingled Pension Trust

By: Marilyn J. Wilboughy

Title: Vice President

AFFIDAVIT

The undersigned, Thomas J. Hartland, Jr., counsel to Georgia Power Company, does hereby state that I have compared the attached copy of the Assignment of Lease and Agreement dated as of March 1, 1993, between State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee, and Morgan Guaranty Trust Company of New York, as Trustee of a Commingled Pension Trust, with the original of such document, and have found the attached copy to be complete and identical in all respects to the original document.

  
Thomas J. Hartland, Jr.

March 24, 1993

Sworn to and subscribed before  
me this 24th day of March, 1993.

  
Laurie C. Trout, Notary Public

My Commission Expires:  
Notary Public, Douglas County, Georgia.  
My Commission Expires November 17, 1995.

#4  
copy

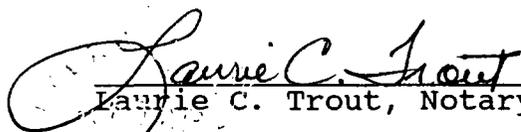
AFFIDAVIT

The undersigned, Thomas J. Hartland, Jr., counsel to Georgia Power Company, does hereby state that I have compared the attached copy of the Conditional Sale Agreement dated as of March 1, 1993, between Trinity Industries, Inc. and State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee, with the original of such document, and have found the attached copy to be complete and identical in all respects to the original document.

  
Thomas J. Hartland, Jr.

March 24, 1993

Sworn to and subscribed before  
me this 24th day of March, 1993.

  
Laurie C. Trout, Notary Public

My Commission Expires:

Notary Public, Douglas County, Georgia.  
My Commission Expires November 17, 1995.

# 1  
copy