DAVIS POLK & WARDWELL

450 LEXINGTON AVENUE
NEW YORK, N.Y. 10017
212-450-4000
FAX 212-450-4800

1300 I STREET, N W
WASHINGTON, D C 20005

4, PLACE DE LA CONCORDE
75008 PARIS

1 FREDERICK'S PLACE
LONDON EC2R 8AB

2-1, MARUNOUCHI 1-CHOME
CHIYODA-KU, TOKYO 100

MESSETURM
60308 FRANKFURT AM MAIN

3A CHATER ROAD
HONG KONG

WRITER'S DIRECT NUMBER

RECORDATION NO. 18281-A FILED 1425

DEC 28 1993 -12 40 PM

INTERSTATE COMMERCE COMMISSION

December 29, 1993

Re: TTX Company - Third Supplement to Lease (No. 38-A) and Equipment Trust Agreement (No. 38-A) Recordation Number 18281

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Sidney L. Strickland, Secretary

RECEIVED OFFICE OF THE SECRETARY DEC 28 12 36 PM '93 LICENSING BRANCH

Dear Mr. Secretary:

I have enclosed two fully executed and acknowledged originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The enclosed document is entitled (No. 38-A) Third Lease Supplement, Trust Agreement Supplement and Equipment Trust Agreement Supplement (the "Supplement") dated as of December 29, 1993, among TTX Company (the "Lessee"), Society National Bank (the "Owner Trustee") and First Security Bank of Utah, National Association (the "Security Trustee"). The Supplement supplements both the Lease of Railroad Equipment (No. 38-A) dated as of June 30, 1993, between the Lessee and the Owner Trustee and the Equipment Trust Agreement (No. 38-A) dated as of June 30, 1993, between the Owner Trustee and the Security Trustee. The Supplement is a "secondary document" as defined in the applicable regulations.

The names and addresses of the parties to the first document are as follows:

Vendor and Lessee: TTX Company
101 North Wacker Drive
Chicago, Illinois 60606

Recordation Bureau

Lessor: Society National Bank
2073 East 9th Street
First Floor
Cleveland, OH 44101

Trustee: First Security Bank of Utah,
National Association
79 South Main Street
P.O. Box 30007
Salt Lake City, Utah 84130-0007

The equipment covered by the Supplement consists of (a) five-unit articulated double-stack container-well cars for transporting cargo containers, (b) single-unit heavy-lift double-stack container-well cars, (c) five-unit, articulated all purpose spine cars with retractable hitches for transporting trailers or containers each 48′ in length and (d) five-unit, articulated all purpose spine cars with retractable hitches for transporting trailers or containers each 53′ in length, but shall not include any special devices, racks or assemblies, at any time attached or affixed to any such equipment, the title to which is in a person other than the Owner Trustee. Such equipment is identified with more particularity in Schedule A of the Supplement.

A fee of eighteen dollars ($18.00) is enclosed. Please return one of the originals to me at Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017.

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

(No. 38-A) Third Lease Supplement, Trust Agreement Supplement and Equipment Trust Agreement Supplement dated as of December 29, 1993 (the "Supplement"), among TTX Company, 101 North Wacker Drive, Chicago, Illinois 60606 (the Lessee"), Society National Bank, not in its individual capacity but solely as Owner Trustee, 2073 East 9th Street, First Floor, Cleveland, Ohio 44101, (the "Owner Trustee") and First Security Bank of Utah, National Association, 79 South Main Street, P.O. Box 30007, Salt Lake City, Utah 84130-0007 (the "Security Trustee") supplementing both the Lease of Railroad Equipment (No. 38-A) dated as of June 30, 1993, between the Lessee and the Owner Trustee and the Equipment Trust Agreement (No. 38-A) dated as of June 30, 1993, between the Owner Trustee and the Security Trustee covering (a) five-unit articulated double-stack container-well cars for transporting cargo containers, (b) single-unit heavy-lift double-stack container-well cars, (c)

five-unit, articulated all purpose spine cars with retractable hitches for transporting trailers or containers each 48′ in length and (d) five-unit, articulated all purpose spine cars with retractable hitches for transporting trailers or containers each 53′ in length, but not including any special devices, racks or assemblies, at any time attached or affixed to any such equipment, the title to which is in a person other than the Owner Trustee. The equipment covered by the Supplement is set forth in Schedule A to such document.

Very truly yours,

Bruce Dallas
Representative for TTX Company

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

12/28/93

OFFICE OF THE SECRETARY

Bruce Dallas

Davis Polk & Wardwell
450 Lexington Avenue

New York, N.Y. 10017

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 12/28/93 at 12:40pm, and assigned recordation number(s). 18281-D, 18282-D & 18283

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18281-D FILED 1425
DEC 28 1993 -12 40 PM
INTERSTATE COMMERCE COMMISSION

No. 38-A
THIRD
LEASE SUPPLEMENT, TRUST AGREEMENT SUPPLEMENT AND
EQUIPMENT TRUST AGREEMENT SUPPLEMENT

No. 38-A THIRD LEASE SUPPLEMENT, TRUST AGREEMENT SUPPLEMENT AND EQUIPMENT TRUST AGREEMENT SUPPLEMENT ("Supplement") dated as of December 29, 1993, among TTX COMPANY, a Delaware corporation (hereinafter called the "Lessee"), SOCIETY NATIONAL BANK, a national banking association, not in its individual capacity, but solely as trustee (hereinafter, in such capacity, called the "Lessor/Owner Trustee") under a Trust Agreement (No. 38-A) dated as of June 30, 1993 (hereinafter called the "Trust Agreement") with MetLife Capital, Limited Partnership, a Delaware limited partnership, (hereinafter called the "Beneficial Owner") and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, a national association, not in its individual capacity, but solely as trustee (hereinafter, in such capacity, called the "Security Trustee") under an Equipment Trust Agreement (No. 38-A) dated as of June 30, 1993 (hereinafter called the "Equipment Trust Agreement") with Lessor/Owner Trustee.

WHEREAS, the Lessor/Owner Trustee and the Lessee have heretofore entered into a Lease of Railroad Equipment (No. 38-A) dated as of June 30, 1993 (hereinafter called the "Lease"), which provides for the execution of a Lease Supplement substantially in the form of Section 2 hereof for the purpose of altering the mix of Car Types or substituting units from other builders (hereinafter called "Additional Equipment"); and

WHEREAS, the Beneficial Owner and the Lessor/Owner Trustee have heretofore entered into the Trust Agreement and the Lessor/Owner Trustee and the Security Trustee have heretofore entered into the Equipment Trust Agreement, which provide for the execution and delivery of a Trust Agreement and Equipment Trust Supplement, substantially in the form of Section 3 hereof, which shall particularly describe such Additional Equipment to be included in the property covered by the Trust Agreement and the Equipment Trust Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein and in the Lease, the Equipment Trust Agreement and the Trust Agreement contained, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Lease and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

Section 2. Lease Supplement. The Lessee hereby assigns to the Lessor/Owner Trustee all the Lessee's right, title, and interest in the Additional Equipment described in Schedule A hereto, and the Lessor/Owner Trustee appoints the Lessee its agent in respect of such Additional Equipment, all in like manner and as more fully set forth in Section One of the Lease. Upon acceptance by the Lessee on behalf of the Lessor/Owner Trustee, in like manner as aforesaid, such Additional Equipment shall be subject to the Lease and this Supplement.

This Supplement shall be construed as supplemental to the Lease and shall form a part thereof, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

The terms and conditions of the Lease shall apply to the Additional Equipment, as if originally set forth therein.

Except as supplemented hereby, the Lease shall remain in full force and effect.

Section 3. Trust Agreement and Equipment Trust Agreement Supplement. As security for the due and punctual payment of the principal of and premium, if any, and interest on the Equipment Trust Certificates and the performance and observance by the Lessor/Owner Trustee and the Beneficial Owner of all the covenants made by or on their behalf and the conditions contained in Equipment Trust Agreement and in the Participation Agreement, the Lessor/Owner Trustee hereby:

(a) grants to the Security Trustee for the security and benefit of the holders of Certificates a security interest in all of the Owner Trustee's right, title and interest in and to the Additional Equipment described in Schedule A hereto, the bills of sale and manufacturers' warranties in respect thereof, all improvements and additions now or hereafter made or affixed thereto, subleases and car contracts relating to the Additional Equipment, all payments under such subleases and car contracts and all cash or noncash proceeds (including proceeds relating to a casualty of the Additional Equipment, but excluding all rents due or to become due under the Lease and Rent Agreement) therefrom; and

(b) assigns to the Security Trustee all of the Owner Trustee's right, title and interest in and to the Lease as hereby amended and Rent Agreement and all payments, including,

without limitation, all payments of Rent (as defined in the Lease) due or to become due thereunder, excluding, however, the Excluded Interests (as such term is defined in the Equipment Trust Agreement).

Such security interest shall attach upon the execution by the Security Trustee of this Supplement.

This Supplement shall be construed as supplemental to the Trust Agreement and the Equipment Trust Agreement and shall form a part thereof, and the Trust Agreement and the Equipment Trust Agreement are hereby incorporated by reference herein and are hereby ratified, approved and confirmed.

The Lessor/Owner Trustee hereby acknowledges that the Additional Equipment referred to in this Supplement and the aforesaid Lease Supplement has been delivered to the Lessor/Owner Trustee and is included in the property of the Lessor/Owner Trustee and covered by all the terms and conditions of the Trust Agreement, subject to the lien of the Equipment Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the date first above written:

TTX COMPANY

By _____
Name: Thomas D. Marion
Title: Treasurer

SOCIETY NATIONAL BANK, not in its individual capacity, but solely as Owner Trustee

By _____
Name: C. M. Nagy
Title: Vice President

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION

By _____
Name: Val T. Orton
Title: Assistant Vice President

IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the date first above written:

TTX COMPANY

By _____
Name: Thomas D. Marion
Title: Treasurer

SOCIETY NATIONAL BANK, not in its individual capacity, but solely as Owner Trustee

By _____
Name: C. M. Nagy
Title: Vice President

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION

By _____
Name: Val T. Orton
Title: Assistant Vice President

IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the date first above written:

TTX COMPANY

By _____
Name: Thomas D. Marion
Title: Treasurer

SOCIETY NATIONAL BANK, not in its individual capacity, but solely as Owner Trustee

By _____
Name: C. M. Nagy
Title: Vice President

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION

By _____
Name: Val T. Orton
Title: Assistant Vice President

20178/013/MOC5/38.supp3a

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 20 day of December, 1993, before me personally appeared Thomas D. Marion, to me personally known, who, by me being duly sworn, says that he is the Treasurer of TTX Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, 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.

" OFFICIAL SEAL "
Jane M. Wilhelm
Notary Public, State of Illinois
My Commission Expires 3/3/97

Jane M. Wilhelm
Notary Public

My commission expires:

STATE OF OHIO)
) SS.:
COUNTY OF CUYAHOGA)

On this ___ day of December, 1993, before me personally appeared C. M. Nagy, to me personally known, who, by me being duly sworn, says that he is a Vice President of Society National Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and 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.

Notary Public

My commission expires:

20178/013/MOC5/38.supp3a

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this ___ day of December, 1993, before me personally appeared Thomas D. Marion, to me personally known, who, by me being duly sworn, says that he is the Treasurer of TTX Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, 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

My commission expires:

STATE OF OHIO)
) SS.:
COUNTY OF CUYAHOGA)

On this 17th day of December, 1993, before me personally appeared C. M. Nagy, to me personally known, who, by me being duly sworn, says that he is a Vice President of Society National Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and 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.

Notary Public

DOUGLAS A WILSON, Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147 03 Revised Code

My commission expires:

20178/013/MOC5/38.supp3a

STATE OF UTAH)
) SS.:
COUNTY OF SALT LAKE)

On this 22nd day of December, 1993, before me personally appeared Val T. Orton, to me personally known, who, by me being duly sworn, says that he is an Assistant Vice President of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and 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.

Dian W. Brown
Notary Public

My commission expires: 4/30/94

20178/013/MOC5/38.supp3a

TL38
12/14/93

SCHEDULE A

TTX COMPANY
LEASE NO. 38A
DATED AS OF JUNE 30, 1993
CLOSING #4, DATED DECEMBER 29, 1993

BUILDER/ CAR TYPE	QUANTITY CARS	QUANTITY PLATFORMS	CAR NUMBERS	DELIVERY PERIOD	CONTRACT
JOHNSTOWN AMERICA CORPORATION					
FIVE-UNIT ARTICULATED ALL-PURPOSE SPINE FLATCARS WITH RETRACTABLE HITCHES FOR CARRYING CONTAINERS OR 28' THRU 53' TRAILERS- TTAX.	59	295	653000-653058.	JUNE-JULY,'93	T-4C92-B
THRALL CAR MANUFACTURING					
THREE-UNIT DRAWBAR-CONNECTED DOUBLE STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.	30	90	25358-25362, 25364-25388.	JULY-SEPT.,'93	T-4A92-T
SINGLE-UNIT DOUBLE-STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DTTX.	42	42	54847-54888.	JUNE-JULY,'93	T-4092-T
TRINITY INDUSTRIES, INC.					
FIVE-UNIT ARTICULATED ALL-PURPOSE SPINE FLATCARS WITH RETRACTABLE HITCHES FOR CARRYING CONTAINERS OR 28' THRU 48' TRAILERS- TTAX.	3	15	79847, 79849-79850.	JUNE, '93	T-4092-P
FIVE-UNIT ARTICULATED ALL-PURPOSE SPINE FLATCARS WITH RETRACTABLE HITCHES FOR CARRYING CONTAINERS OR 28' THRU 53' TRAILERS- TTAX.	43	215	553009-553019, 553021-553052.	JUNE-AUG.,'93	T-4C92-P
TOTAL	177	657			