

TRINITY INDUSTRIES LEASING COMPANY
3910 Washington Avenue
Houston, Texas 77007
(713) 861-2955

7615
15494-I
(Series 6)

July 19, 1990

0-208A023

Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D.C. 20423
Attention: Mrs. Mildred Lee, Room 2303

RECORDATION NO. 15494 FILED 1990

JUL 27 1990 - 1 05 PM

JUL 27 12 00 PM '90
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

INTERSTATE COMMERCE COMMISSION

Re: Documents for Recordation

Dear Mrs. Lee:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission (the "ICC") thereunder, enclosed herewith for filing and recordation are three (3) executed originals of an Assignment dated as of July 19, 1990 (to the Equipment Trust Agreement, between Trinity Industries Leasing Company and Bankers Trust Company, as Trustee (the "Assignment"), a primary document as defined in the foregoing Rules and Regulations.

The enclosed Assignment relates to the Trust Agreement dated as of January 18, 1988 between Trinity Industries Leasing Company and MTrust Corp., National Association (now named Ameritrust Texas National Association), as Trustee (the "Trust Agreement"), which was filed and recorded under Recordation Number 15494 on February 4, 1988, and subsequently supplemented by assignments, supplements and bills of sale under Recordation Numbers 15494-A through 15494-H.

The addresses of the parties to the enclosed document are:

Company: Trinity Industries Leasing Company
3910 Washington Avenue
Houston, Texas 77007

Trustee: Ameritrust Texas National Association
1201 Elm Street
Dallas, Texas 75270

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A hereto. The foregoing railroad equipment consists solely of rail cars intended for use relating to interstate commerce.

Handwritten signature/initials on the left margin.

Mrs. Mildred Lee
Interstate Commerce Commission
July 19, 1990
Page 2

Also enclosed is a check in the amount of \$15.00 to cover the required recordation fee.

You are hereby authorized to deliver stamped copies of the Assignment not needed for your files to the representative of Alvord and Alvord who is delivering this letter and said enclosures to you.

A short summary of the primary document to appear in the Commission's Index follows:

Assignment dated as of July 19, 1990, between Trinity Industries Leasing Company and Ameritrust Texas National Association, as Trustee, covering various railroad cars.

TRINITY INDUSTRIES LEASING COMPANY

By: 

F. Dean Phelps, Jr.
Vice President

EXHIBIT A
Description of Leases

1. Railroad Car Lease Agreement, dated September 14, 1987, between Trinity Industries Leasing Company (the "Company") and Stauffer Chemical Company ("Stauffer"), assumed by Rhone-Poulenc Basic Chemical Company ("Rhone"), effective October 1, 1989 (pursuant to the name change of Stauffer to Rhone), covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in paragraph 1 of Exhibit A to the Assignment dated as of March 22, 1988, such Assignment from the Company to MTrust Corp. now named AmeriTrust Texas National Association, National Association as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	13,946 Gal. 111A100W2 Tank Cars	TILX 100339-100358

RECORDATION NO. 15494-2 FILED 1425

JUL 27 1990 -1 05 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

TRINITY INDUSTRIES LEASING COMPANY
EQUIPMENT TRUST (SERIES 6)

Dated as of July 19, 1990

Between

AMERITRUST TEXAS NATIONAL ASSOCIATION, Trustee

and

TRINITY INDUSTRIES LEASING COMPANY

ASSIGNMENT

ASSIGNMENT dated as of July 19, 1990, (hereinafter called this "Assignment"), between Ameritrust Texas National Association (formerly named MTrust Corp., National Association), as trustee under the Trust Agreement (as hereinafter defined) (the bank or trust company acting from time to time, as trustee under such Trust Agreement is herein called the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (herein called the "Company").

PRELIMINARY STATEMENT

The Company has sold, transferred and delivered certain railroad equipment (herein called the "Trust Equipment") pursuant to the Equipment Trust Agreement dated as of January 15, 1988 (herein called the "Trust Agreement") between the Company and the Trustee.

Pursuant to the Trust Agreement the following documents were executed and delivered and recorded as described below:

- (a) The Trust Agreement recorded with the Interstate Commerce Commission (herein called the "ICC") under record number 15494;
- (b) An Assignment dated as of February 4, 1988, between the Company and the Trustee recorded with the ICC under record number 15494-A;
- (c) A Bill of Sale dated as of February 4, 1988, between the Company and the Trustee recorded with the ICC under record number 15494-B;
- (d) A Financing Statement executed by the Company, as Debtor, covering the property conveyed by the Assignment dated as of February 4, 1988, and filed with the Secretary of State of Texas on February 4, 1988, under file number 024922;
- (e) An Assignment dated as of March 22, 1988 between the Company and the Trustee recorded with the ICC under record number 15494-C;
- (f) A Bill of Sale dated as of March 22, 1988, between the Company and the Trustee recorded with the ICC under record number 15494-D;
- (g) A Financing Statement executed by the Company, as Debtor, covering the property conveyed by the Assignment dated as of March 22, 1988, and filed with the Secretary of State of Texas on March 22, 1988 under file number 064178;

- (h) A Supplemental Agreement No. 1 dated as of April 4, 1988, between the Company and the Trustee recorded with the ICC under record number 15494-E;
- (i) A Supplemental Agreement No. 2 dated as of June 23, 1988, between the Company and the Trustee recorded with the ICC under record number 15494-F;
- (j) An Assignment dated as of June 23, 1988, between the Company and the Trustee recorded with the ICC under record number 15494-A;
- (k) A Bill of Sale dated as of June 23, 1988, between the Company and the Trustee recorded with the ICC under record number 15494-H;
- (l) A Financing Statement executed by the Company, as Debtor, covering the property conveyed by the Assignment dated as of June 23, 1988, and filed with the Secretary of State of Texas on June 23, 1988, under file number 148033; and
- (m) A Financing Statement executed by the Company, as Debtor, filed with the Secretary of State of Texas on July 21, 1989 under file number 163888.

Title to the units of Trust Equipment to which this Assignment relates has been vested in and retained by the Trustee and the Trust Equipment has been leased to the Company under the Trust Agreement, subject to the lease between the Company and Stauffer Chemical Company dated as of September 14, 1987 (the "Lease") which was assigned to the Trustee pursuant to an Assignment dated as of March 22, 1988 between the Trustee and the Company.

The Stauffer Lease, as a result of the name change of Stauffer Chemical Company to Rhone-Poulenc Basic Chemical Company ("Rhone"), has been assumed by and the Trust Equipment leased thereunder and to which this Assignment relates has been assigned to Rhone, effective October 1, 1989.

The parties hereto desire that the Trust Equipment to which this Assignment relates continue to be leased by the Trustee to the Company under the Trust Agreement, subject to the Lease.

Trinity Industries Leasing Company 10.25% Equipment Trust Certificates due January 31, 2000 (Series 6) in an aggregate principal amount not exceeding \$11,164,000 have been issued and sold and the aggregate proceeds (including accrued interest, if any) of such sale which equals the aggregate principal amount of the Trust Certificates issued and sold constitute a fund known as the Trinity Industries Leasing Company Equipment Trust (Series 6) which was delivered by the Trustee to the Company to reimburse

the Company for up to 80% of the cost of the Trust Equipment, the remainder of the cost of the Trust Equipment having been paid by the Company, as provided in the Trust Agreement.

It is desired to grant to the Trustee an assignment of and a security interest in and to the Lease and other collateral described below.

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

1. Subject to the rights of the lessee under the Lease, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Lease described in Exhibit A hereto, together with all rights, powers, privileges, and other benefits of the Company now or hereafter acquired as lessor under the Lease in respect of the units of Trust Equipment described on Exhibit A hereto, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Lease and, in addition, (ii) all of the Company's right to receive and collect all per diem mileage or other payments of such units of Trust Equipment, whether under or pursuant to the provisions of the Lease or otherwise. The Trustee hereby appoints the Company its agent to collect and receive any and all of such rentals and other payments and to take any and all actions in respect of such Lease until the happening of an Event of Default (as such term is defined in the Trust Agreement). Except for the Assignment dated March 22, 1988, hereinabove referred to, the Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of such units of Trust Equipment any other assignment of the Lease or the rentals or the payments payable to or receivable by the Company under the Lease.

2. It is expressly understood and agreed that the assignment made and security interest granted herein apply only to the Lease (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar as such Lease cover or otherwise apply to the rail cars described in Exhibit A hereto and any rail cars substituted as replacements for the rail cars described in Exhibit A hereto, ipso facto, without further instrument of assignment (but do not apply to any rail cars added to such Lease as additional and not replacement rail cars).

3. It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of the lessee under the

Lease, and that the Trustee, so long as any such lessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of such units of Trust Equipment in accordance with the terms of such Lease.

4. In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of such units of Trust Equipment and (ii) enforce compliance by the lessee under the Lease with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and release, take all action upon the happening of an Event of Default specified in the Lease, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Lease.

5. The assignment made by this Assignment is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under the Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under the Lease or otherwise shall be and remain enforceable against and only against the Company.

6. (a) Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this Assignment shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to the Lease or any payments in respect of such units of Trust Equipment shall revert to the Company.

(b) Upon the release of any such unit of Trust Equipment pursuant to Section 5.05 of the Trust Agreement, this Assignment shall terminate pro tanto with respect to (i) such unit of Trust Equipment and (ii) rights assigned to the Trustee hereby and by the Trust Agreement in the Lease insofar as they relate to such unit of Trust Equipment, and upon such partial termination such unit of Trust Equipment and rights shall revert to the Company or to such person or persons as may be legally entitled thereto, provided, however, that if an Event of Default has occurred and is then continuing, such termination and reversion shall not occur until such Event of Default shall have been cured or waived in accordance with the provisions of the Trust Agreement. After any partial termination, the provisions of this Assignment shall no longer be applicable to such unit of Trust Equipment and rights, and the Trustee shall at the request

of the Company or such other person, and at the expense of the Company, deliver to the Company or such other person, a writing evidencing such partial termination.

7. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this Assignment for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of the Lease or otherwise, or to enforce any provisions of the Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever.

8. Except as otherwise provided herein, the provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed by first class mail, postage prepaid, to (i) in the case of the Company, delivered at 2525 Stemmons Freeway, Dallas, Texas 75207, or mailed to P. O. Box 568887, Dallas, Texas, 75356-8887, Attention: President, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (ii) in the case of the Trustee, delivered at 1201 Elm Street, Dallas, Texas 75270, Attention: Debt Administration, or mailed to such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication. Any communication so addressed and mailed shall be deemed to be given on whichever of the following dates shall first occur: (i) the date of actual receipt thereof by the intended recipient, (ii) the fifth day next following the date mailed, or (iii) if the substance thereof is communicated to the intended recipient by hand delivery, telephone or telex on or prior to the date of such mailing, the date so mailed.

10. Attached hereto as Exhibit B is an instrument reflecting the change of the Trustee's name from MTrust Corp. to AmeriTrust Texas National Association.

11. This Assignment may be executed in counterparts of which shall be deemed to be an original and all of which counterparts together constitute but one and the same instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

12. THE PROVISIONS OF THIS ASSIGNMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

IN WITNESS WHEREOF, the Company and the Trustee 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 as of the day and year first written.

AMERITRUST TEXAS NATIONAL
ASSOCIATION,

Trustee

ATTEST:

Susan M. Smith
Title: VICE PRESIDENT

(Corporate Seal)

By: Melissa A. Scott
Name: MELISSA A. SCOTT
Title: ASSISTANT VICE PRESIDENT

TRINITY INDUSTRIES LEASING
COMPANY

ATTEST:

Neil O. Shoop
Neil O. Shoop
Assistant Secretary

(Corporate Seal)

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

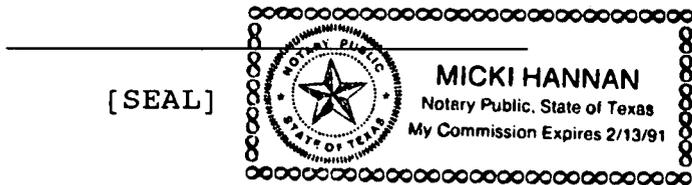
STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 19th day of July 1990, before me personally appeared Melissa A. Scott, to me personally known, who being by me duly sworn, says that he/she is an Assistant Vice President of AMERITRUST TEXAS NATIONAL ASSOCIATION, 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/she acknowledged that the execution of the foregoing instrument was the fee act and deed of said corporation.

Micki Hannan

Notary Public

My Commission Expires:



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 20th day of July 1990, before me personally appeared F. Dean Phelps, Jr. 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.

Jean Ann Lindsey
Notary Public

My Commission Expires:

Aug. 30, 1993

[SEAL]

EXHIBIT A
Description of Leases

1. Railroad Car Lease Agreement, dated September 14, 1987, between Trinity Industries Leasing Company (the "Company") and Stauffer Chemical Company ("Stauffer"), assumed by Rhone-Poulenc Basic Chemical Company ("Rhone"), effective October 1, 1989 (pursuant to the name change of Stauffer to Rhone), covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in paragraph 1 of Exhibit A to the Assignment dated as of March 22, 1988, such Assignment from the Company to MTrust Corp., National Association as Trustee, now named AmeriTrust Texas National Association):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	13,946 Gal. 111A100W2 Tank Cars	TILX 100339-100358

EXHIBIT B

KNOW ALL MEN BY THESE PRESENT:

FIDUCIARIES' NOTICE OF CHANGE OF NAMES AND SUBSTITUTION OF FIDUCIARY

Ameritrust Texas National Association, et al to Public

WHEREAS, as Mercantile National Bank at Dallas was the original named trustee of certain bond issues and several corporate name changes have since occurred;

WHEREAS, the 70th Legislature, in its regular session in 1987, enacted Vernon's Ann.Civ.St. art. 548(h) (commonly referred to as The Substitute Fiduciary Act) (hereinafter referred to as the "Act") to provide for the substitution of certain subsidiary trust companies as fiduciaries so as to vest all right, title and interest of the presently acting fiduciary in the substituted fiduciary without the formal execution of deeds or other types of conveyances;

WHEREAS, the events just described have made it difficult in many instances for third parties to trace ownership of property interests held in certain fiduciary accounts;

NOW THEREFORE, in order to clarify the ownership of property interests associated with these bond issues which have been or now are held in certain fiduciary accounts, the following information is furnished:

1. The name of Mercantile National Bank at Dallas was changed to "MBank Dallas, National Association" on October 15, 1984. There was no change of corporate identity and the mailing address was 1704 Main Street, Dallas, Texas 75201.
2. A photocopy of the Amendment to Articles Of Association of Mercantile National Bank at Dallas evidencing the change of name referred to above is attached to this instrument as Exhibit A.
3. In accordance with the Act, MBank Dallas N.A. and MTrust Corp, National Association (formerly known as MTrust Corp) entered into a Substitution Agreement on October 1, 1987 whereby, effective January 1, 1988, MTrust Corp, N.A. was substituted as the fiduciary for all fiduciary accounts substituted under the Substitution Agreement. The Substitution Agreement was filed with the Texas Banking Commissioner on December 22, 1987, pursuant to the Act. The mailing address was 1717 Main Street, Dallas, Texas 75201.
4. On February 27, 1990, the name of MTrust Corp, N.A. was changed to "Ameritrust Texas National Association." There

was no change of corporate identity and the mailing address is 1201 Elm Street, Dallas, Texas 75270.

5. A photocopy of the Amendment To Articles Of Association of MTrust Corp, N.A. evidencing the change of name referred to above is attached to this instrument as Exhibit B.

IN WITNESS WHEREOF, the undersigned banking association has caused this instrument to be executed on the date of its acknowledgement below.

Ameritrust Texas National Association

By: Melissa A. Scott

Its: Assistant Vice President

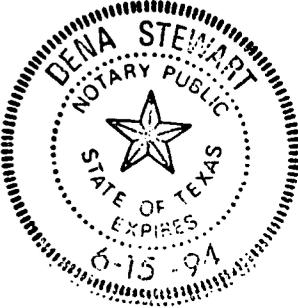
STATE OF TEXAS }
 }
COUNTY OF DALLAS }

BEFORE ME, the undersigned authority on this day personally appeared Melissa A. Scold, Asst. Vice President of Ameritrust Texas National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of July, 1990.

Dena Stewart
Notary Public in and for the State
of Texas

My Commission Expires:



MBANK DALLAS, N.A.

AMENDMENT TO ARTICLES OF ASSOCIATION

I, the undersigned, being duly constituted Secretary of MBank Dallas, N.A., formerly known as Mercantile National Bank at Dallas (the "Bank"), a banking association chartered under the laws of the United States, certify that at a special meeting of the shareholders of the Bank, duly called with notice waived as required by law and convened on the 10th day of October, 1984, the following resolution and amendment was duly adopted by the affirmative vote of owners of 100% of the outstanding stock of Mercantile National Bank at Dallas entitled to vote thereon.

RESOLVED, that the Articles of Association of the Bank be amended effective October 15, 1984 to read as follows:

"The name and title of this Association shall be MBank Dallas, National Association."

The foregoing resolution is currently in full force and effect and has not been revoked or rescinded as of the date hereof.

IN WITNESS WHEREOF, I have hereupon set the seal of this banking association this 8 day of May, 1987.

[Handwritten signature of R. Philip Kenny]
Secretary

THE STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared R. Philip Kenny, the Secretary of MBank Dallas, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

Given under my hand and seal of office on this 8th day of May, 1987.

[Handwritten signature of Jerri Colwell]
Notary Public In and For the State of Texas

My Commission Expires: 9-5-89

ARTICLES OF ASSOCIATION
OF
AMERITRUST TEXAS NATIONAL ASSOCIATION

For the purpose of organizing an Association, to continue the business of MTrust Corp, National Association, as a national banking association, and to carry on the business of banking, including the exercise of fiduciary powers, under the laws of the United States, the undersigned do enter into the following Articles of Association:

FIRST: The title of this Association shall be Ameritrust Texas National Association.

SECOND: The main office of the Association shall be in the City of Dallas, County of Dallas, State of Texas. The general business of the Association shall be conducted at its main office, its branches and otherwise as permitted by law.

THIRD: The Board of Directors of this Association shall consist of not less than five nor more than twenty-five persons, the exact number of Directors within such minimum and maximum limits to be fixed and determined from time to time by resolution of a majority of the full Board of Directors or by resolution of the shareholders at any annual or special meeting thereof. No person shall serve as a Director who does not meet such qualifications as may be prescribed by law. Unless otherwise provided by the laws of the United States, any vacancy in the Board of Directors for any reason, including an increase in the number thereof, may be filled by action of the Board of Directors. The Board of Directors, by the affirmative vote of a majority of the full Board may between meetings of shareholders, increase the membership of the Board by not more than two members and by like vote appoint qualified persons to fill the vacancies created thereby.

FOURTH:

1. The annual meeting of the shareholders for the election of Directors and the transaction of whatever other business properly may be brought before said meeting shall be held at such time and place as the Board of Directors shall designate in accordance with the Bylaws. All elections shall be held according to such lawful rules as may be prescribed by the Board of Directors.

2. Nominations for election to the Board of Directors may be made by the Board of Directors or by any shareholder of any outstanding class of capital stock of the Association entitled to vote for election of directors. Nominations, other than those made by or on behalf of the existing management of the Association, shall be made in writing and shall be delivered or mailed to the President of the Association and to the Comptroller of the Currency, Washington, D. C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors, provided, however, that if less than 21 days' notice of the meeting is given to shareholders, such nomination shall be mailed or delivered to the President of the Association and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder: (a) the name and address of each proposed nominee; (b) the principal occupation of each proposed nominee; (c) the total number of shares of capital stock of the Association that will be voted for each proposed nominee; (d) the name and residence address of the notifying shareholder; and (e) the number of shares of capital stock of the Association owned by the notifying shareholder. Nominations not made in accordance herewith may, in his or her discretion, be disregarded by the Chairman of the meeting, and upon his or her instructions, the vote tellers may disregard all votes cast for each such nominee.

FIFTH:

1. The authorized amount of capital stock of this Association shall be one million (1,000,000) shares of common stock of the par value of one dollar (\$1.00) each. Said capital stock may be increased or decreased from time to time, in accordance with the provisions of the laws of the United States.

2. No holder of shares of the capital stock of any class of the Association shall have any pre-emptive or preferential right of subscription to any shares of any class of stock of the Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the Board of Directors, in its discretion may from time to time determine and at such price as the Board of Directors may from time to time fix.

3. The Association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders.

SIXTH:

1. The Board of Directors shall appoint one of its members President of this Association, who shall be Chairman of the Board, unless the Board appoints another director to be the Chairman. The Board of Directors shall have the power to appoint one or more Vice Presidents; and to appoint such other officers and employees as may be required to transact the business of this Association.

2. The Board of Directors shall have the power to define the duties of the officers and employees of the Association; to fix the salaries to be paid to them; to dismiss them at pleasure; to require bonds from them and to fix the penalty thereof; to regulate the manner in which any increase of the capital of the Association shall be made; to manage and administer the business and affairs of the Association; to make all Bylaws that it may be lawful for them to make; and generally to do and perform all acts that it may be legal for a Board of Directors to do and perform.

SEVENTH: The Board of Directors shall have the power to change the location of the main office to any other place within the limits of the City of Dallas, Texas, without the approval of the shareholders but subject to the approval of the Comptroller of the Currency; and shall have the power to establish or change the location of any branch or branches of the Association to any other location without the approval of the shareholders but subject to the approval of the Comptroller of the Currency.

EIGHTH: The corporate existence of this Association shall continue until terminated in accordance with the laws of the United States.

NINTH: The Board of Directors of this Association, or any shareholder or shareholders owning, in the aggregate, at least 20 percent of the stock of this Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the laws of the United States, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least ten days prior to the date of such meeting to each shareholder of record at his address as shown upon the books of this Association.

TENTH:

1. Indemnification.

A. The Association may indemnify to the fullest extent permitted by law any person who is or was made, or threatened to be made, a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative): (i) by reason of the fact that he is or was a director, advisory director, officer or employee of the Association; or (ii) by reason of any action alleged to have been taken or omitted by such person in the foregoing capacities.

B. Any person who is or was a director, advisory director, officer or employee of the Association and who performs or performed services for any subsidiary of the Association, shall be deemed to be an agent of such subsidiary and shall further be deemed to have performed such services at the request of the Association. The Association may indemnify such person to the fullest extent permitted by law if he is or was made, or threatened to be made, a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative): (i) by reason of the fact that he is or was an agent of or performed services for such subsidiary; or (ii) by reason of any action alleged to have been taken or omitted by such person as such an agent or while performing services for such subsidiary.

C. To the extent that any person referred to in Paragraphs A and B above has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to therein or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by such person in connection therewith.

D. As used in this Article Tenth, the word "subsidiary" means any entity of which the Association holds directly, or indirectly through one or more subsidiaries, 80% or more of that entity's voting common shares, exclusive of any such shares held and voted in a fiduciary capacity.

2. Exclusions.

Notwithstanding the provisions of Section 1 above, no indemnification shall be made to any director, advisory director, officer or employee of the Association against expenses, penalties or other payments incurred in an administrative proceeding or action instituted by an appropriate bank regulatory agency which proceeding or action results in a

final order assessing civil money penalties or requiring affirmative action by such person in the form of payments to the Association.

3. Certain Procedures for Indemnification.

A. Any indemnification under this Article Tenth shall be made by the Association unless the Association determines that the person seeking indemnification is not entitled to same. Such determination shall be made: (i) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding; or (ii) if such quorum is not obtainable, or, even if obtainable but a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (iii) by the stockholders.

B. Any determination made pursuant to Paragraph A of this Section 3 that a person is not entitled to indemnification shall be subject to de novo review by a court of competent jurisdiction. In any such review, the Association shall have the burden of proving by clear and convincing evidence that indemnification was not appropriate. All costs and expenses incurred by any person in connection with successfully establishing his right to indemnification pursuant to this Paragraph B of this Section 3, in whole or in part, shall also be indemnified by the Association.

4. Advance of Expenses.

Expenses incurred by any person in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding. A person receiving any such advance must repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association; and the Association, as a condition to making any advance, may require a written undertaking to so repay.

5. Other Rights.

A. The indemnification provided by this Article Tenth shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled and shall be deemed to be a contract between the Association and the persons being provided indemnification hereunder. Any right to indemnification shall inure to the benefit of the legal representatives of the persons entitled to the same. Notwithstanding any other provisions of the Association's Articles of Association or Bylaws, no amendment to or repeal of the Articles of Association or Bylaws shall apply to or have any

effect on the indemnification obligations of the Association for or with respect to any claim for indemnification arising out of acts or omissions which occurred prior to the effective date of such amendment or repeal.

8. The Association shall have the power to execute and deliver written contracts of indemnification providing indemnification to the full extent set forth in this Article Tenth.

6. Liability Insurance.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, advisory director, officer, employee or agent of the Association or any of its subsidiaries, or is or was serving at the request of the Association as a director, advisory director, officer, employee or agent of an outside entity against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles of Association or the Association's Bylaws. Notwithstanding the foregoing, the Association shall not have the power to purchase and maintain insurance coverage for a formal order assessing civil money penalties against a director or employee of the Association.

ELEVENTH: These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of two-thirds of the outstanding shares of capital stock of this Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount.

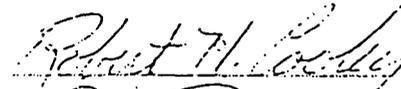
IN WITNESS WHEREOF, we, the undersigned, being all of the directors of Ameritrust Texas National Association, acting pursuant to Title 12 of the United States Code, and for the purposes of carrying on said business as a national banking association under the provisions of the United States Code, as amended, have hereunto set our hand as on the date set forth opposite our respective signatures.

Typed Name

Signature

Date

Robert H. Cooley



2-27-95

John T. Cooney



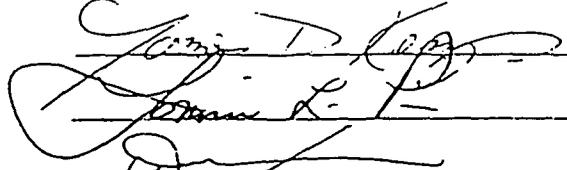
2-27-95

Typed Name

Signature

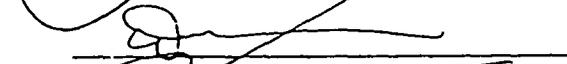
Date

James D. Kemp



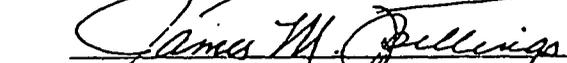
2-27-90

Lonnie L. Parr



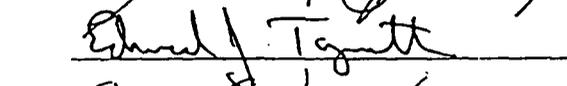
2-27-90

Robert S. Patterson



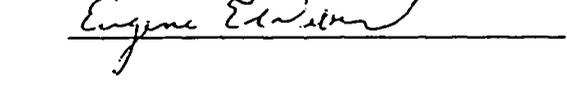
2-27-90

James M. Spellings



2-27-90

Edward J. Tognetti



2-27-90

Eugene E. Weber



2-27-90

0738C-39

AMERITRUST TEXAS NATIONAL ASSOCIATION

BYLAWS

ARTICLE I - Meeting of Shareholders

Section 1.1. Annual Meeting. The regular annual meeting of shareholders for the election of directors and the transaction of whatever other business as may properly come before the meeting, shall be held at the principal place of business of the Association, wherever located, or at such other place, and on such date and at such time, as may be fixed by the Board of Directors and stated in the notice of the meeting. Notice of such meeting shall be mailed, postage prepaid, at least ten days prior to the meeting date, addressed to each shareholder at his address appearing on the books of the Association. If, for any cause, an election of directors is not made on the scheduled meeting day, the Board of Directors shall order the election to be held on some subsequent day, as soon thereafter as practicable, according to the provisions of law; and notice thereof shall be given in the manner herein provided for the annual meeting.

Section 1.2. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing, but no officer or employee of this Association shall act as proxy. Proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting. Proxies shall be dated and shall be filed with the records of the meeting.

Section 1.3. Quorum. One-third (1/3) of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum of any meeting of shareholders, unless otherwise provided by law; but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting unless otherwise provided by law or by the Articles of Association.

ARTICLE II - Directors

Section 2.1. Board of Directors. The Board of Directors (hereinafter referred to as the "Board") shall have power to manage and administer the business and affairs of the Association. Except as expressly limited by law, all corporate powers of the Association shall be vested in and may be exercised by said Board.

Section 2.2. Organization Meeting. The Secretary, upon his certification of the result of any election, shall notify the Directors-elect of their election and of the time and place at which they are required to meet for the purpose of organizing the new Board and electing and appointing officers of the Association for the succeeding year. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within thirty days thereof. If, at the time fixed for such meeting, there shall not be a quorum present, the Directors present may adjourn the meeting, from time to time, until a quorum is obtained.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as may be fixed by the Directors, and such fixed meetings may be held without further notice. Any Director who is also an officer may fix a different place or date for any regular meeting fixed by the Directors, provided prior notice thereof is given to each Director.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be called by any Director who is also an officer of the Association, or at the request of three (3) or more Directors, prior notice thereof to be given each Director.

Section 2.5. Quorum. A majority of the Directors shall constitute a quorum at any meeting, except when otherwise provided by law; but a lesser number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned without further notice.

Section 2.6. Vacancies. When any vacancy occurs among the Directors, the remaining members of the Board of Directors, in accordance with the laws of the United States, may appoint a Director to fill such vacancy at any regular meeting of the Board of Directors, or at a special meeting called for that purpose.

ARTICLE III - Committees

Section 3.1. Loan Committee. There shall be a Loan Committee composed of two Directors, appointed by the Board annually or more often. The Loan Committee shall have power to discount and purchase bills, notes and other evidences of debt, to buy and sell bills and exchange, to examine and approve loans and discounts, to exercise authority regarding loans and discounts, and to exercise, when the Board is not in session, all other powers of the Board that may lawfully be delegated. The Loan Committee shall keep minutes of its meetings, and such

minutes shall be submitted at the next regular meeting of the Board of Directors at which a quorum is present, and any action taken by the Board with respect thereto shall be entered into the minutes of the Board.

Section 3.2. Investment/Asset-Liability Committee. There shall be an Investment Committee composed of two Directors, appointed by the Board annually or more often. The Investment Committee shall have the power to ensure adherence to the investment policy, to recommend amendments thereto, to purchase and sell securities, to exercise authority regarding investments and to exercise, when the Board is not in session, all other powers of the Board regarding investment securities that may be lawfully delegated. The Investment Committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the Board of Directors at which a quorum is present, and any action taken by the Board with respect thereto shall be entered into the minutes of the Board.

Section 3.3. Examining Committee. There shall be an Examining Committee appointed by the Board annually or more often. The duty that Committee shall be to examine at least once during each year and within 15 months of the last examination the affairs of the Association or cause suitable examinations to be made by auditors responsible only to the Board of Directors to report the result of such examination in writing to the Board at the next regular meeting thereafter. Such report shall state whether the Association is in a sound condition, and whether adequate internal controls and procedures are being maintained, and shall recommend to the Board such changes in the manner of conducting the affairs of the Association as shall be deemed advisable. The Examining Committee shall be composed of not less than two Directors, exclusive of any officers; provided, however, that during any period in which there are less than two qualifying Directors, the Board of Directors shall compose this Committee. During such periods a Board member shall excuse himself from participating as a committee member in review of areas which he oversees.

Section 3.4. Trust Policy Committee. There shall be a Trust Policy Committee, consisting of three Directors of the Association, appointed by the Board. This Committee shall review the activities of the Trust Department of the Association, and supervise and direct all the activities of the Trust Department of the Association, subject to supervision by the Board. The Committee shall report to the Board with respect to the activities of the Trust Department of the Association. No fiduciary account shall be accepted or closed without the approval of the Committee, and all investments of fiduciary

Funds shall be made, retained or disposed of only with its approval. The Committee shall, promptly after the acceptance of a fiduciary account for which the Association has investment responsibilities, review the assets thereof, to determine the advisability of retaining or disposing of such assets. The Committee shall conduct a similar review at least once during each calendar year thereafter, and within 15 months of the last such review. A report of all such reviews, together with the action taken as a result thereof, shall be noted in the minutes of the Committee. The Trust Policy Committee may appoint a sub-committee(s) to assist in the performance of these duties. Each such sub-committee(s) shall include at least one capable and experienced officer of the Association. Any sub-committee(s) so appointed shall have such powers and authority as may be properly delegated to it and shall conduct its affairs in the same manner as the Trust Policy Committee. Sub-committee(s) shall keep written minutes of their actions which shall be presented with ratification by the Trust Policy Committee.

In addition to the above, the Trust Policy Committee shall exercise full power with respect to determination of the manner and procedures by which shares of Ameritrust Corporation stock held by the Association in fiduciary accounts administered by the Association shall be voted on each proposal to be voted on at any annual or special meeting of Ameritrust Corporation stockholders or any adjournment of any such meeting, subject to the Association's fiduciary obligations including obtaining directions, approvals or instructions where required by the governing instruments or by law.

Section 3.5. Trust Audit Committee. The Board of Directors shall appoint a Trust Audit Committee which shall, at least once during each calendar year and within 15 months of the last such audit make suitable audits of the Trust Department or cause suitable audits to be made by auditors responsible only to the Board of Directors, and at such time shall ascertain whether the Department has been administered according to law, Part 9 of the Regulations of the Comptroller of the Currency, and sound fiduciary principles. The Trust Audit Committee shall be composed of not less than two Directors, exclusive of any active officers; provided, however, that during any period in which there are less than two qualifying Directors, the requirement that no active officer is eligible for membership on the committee shall be suspended. During such periods a committee member shall excuse himself from participating in review of areas which he supervises.

Section 3.6. Other Committees. The Board of Directors may appoint, from time to time, from its own members, other committees of one or more persons, for such purposes and with such powers as the board may determine.

Section 3.7. Regular Meetings. Regular meetings of Committees shall be at such time and place as the members of a committee shall specify.

Section 3.8. Special Meetings. Any committee established by these Bylaws may hold a special meeting at any time on the call of any member or on the call of the Chief Executive Officer, notice of the time and date of the meeting to be given to each member of the committee.

Section 3.9. Quorum. A quorum for any meeting of a committee established by these bylaws shall be at least one-half of the number of members of the committee. If at any meeting a quorum is not present, the Directors present may adjourn the meeting from time to time until a quorum is present, at which time the meeting may be held as adjourned, all without further notice.

Section 3.10. Alternates. In the absence of any member of any committee established by these bylaws, the chairman of that committee or any Director who is also an officer of the Association may designate another Director to serve as a temporary substitute who shall be deemed to be a member of that committee for all purposes at that meeting; provided, that only a Director who is also an officer of the Association may so substitute for another director who is also an officer, and only a director who is not an officer may so substitute for another director who is not an officer.

Section 3.11. Board Review. Any matter brought before any committee established by these bylaws shall be referred to the Board of Directors for review of action upon request of any member of the committee. Policies established by any such committee shall be reported to, and shall be subject to review by, the Board.

Section 3.12. Delegation.

A. In order to promote consistent human resources policies, practices and procedures, the Compensation and Organization Committee of Ameritrust Corporation is authorized to be responsible for all matters relating to human resources for the Association, including management succession, retention and development plans, and changes in management structure, and to fix all employee salaries and benefits and other compensation

(direct or indirect) and to approve the plans related thereto; and to further delegate such authority as it determines is appropriate; provided that, with respect to the election or appointment of officers of the Association, such Committee shall have authority only to make recommendations to this Board with respect to individuals to be considered for positions at or above the level of senior vice president (or equivalent positions, including the Auditor) of the Association, with this Board retaining full authority to elect all officers but hereby also authorizing the Chief Executive Officer of the Association (or such officer(s) or committee(s) to which he may further delegate such authority) to appoint such officers as he determines are appropriate below such level.

8. Each committee may, to the extent permitted by law, delegate responsibility to such person or persons as it may designate.

ARTICLE IV - Officers and Employees

Section 4.1. Election. The Board of Directors shall annually elect from its membership, a Chairman of the Board, a President and, if it deems advisable, one or more Vice Chairmen of the Board. The Chairman and the President may be the same person. It shall also elect annually, or from time to time as it may deem advisable, one or more Vice Presidents, a Secretary, a Comptroller, one or more Trust Officers, Managers of Branches and Departments and such other or additional officers as the Board of Directors may deem advisable.

Section 4.2. Chairman of the Board. The Chairman of the Board shall preside at all meetings of the shareholders and the Board of Directors. The Chairman of the Board shall have such other duties and powers as may be assigned by the Board and if not the designated Chief Executive Officer, by the Chief Executive Officer.

Section 4.3. President. The President shall preside at meetings of the shareholders and of the Board of Directors in the absence of the Chairman of the Board, or of a Vice Chairman of the Board designated by him so to act, and shall, subject to these bylaws, have the normal powers and duties of the office of President. The President shall have such other duties and powers as may be assigned by the Board and if not the designated Chief Executive Officer, by the Chief Executive Officer.

Section 4.4. Chief Executive Officer. The Board of Directors shall designate the Chairman of the Board or the President as the Chief Executive Officer of the Association.

Subject to these bylaws, the designated Chief Executive Officer shall have, and may delegate to other officers and employees, full executive power and authority over the business and property of the Association.

Section 4.5. Other Officers. The other officers shall, subject to these bylaws, respectively have such power and duties as pertain to their several offices, or as may be conferred upon them by the Board or by the Chief Executive Officer. The Secretary shall additionally have and may exercise the power and duties pertaining to the office of Cashier.

Section 4.6. Tenure. Except when a written employment contract specifies otherwise, each officer and employee of the Association is an employee at will who can be dismissed at the pleasure of the Chief Executive Officer or such other persons as may be designated by the Chief Executive Officer.

ARTICLE V - Transactions With Directors and Officers

Section 5.1. Overdrafts. No officer or employee of the Association shall willfully overdraw his or her checking account except to the extent, if any, permitted by a check credit, credit card or similar plan (so long as the aggregate liability does not exceed the highest amount permitted by law and no discrimination is made in favor of directors or officers of the Association in respect of interest rates) and except, in the case of a non-officer employee, with the written approval of an officer authorized by the Chief Executive Officer to grant such approvals. A report of overdrafts shall be made periodically pursuant to the direction of the Audit Committee.

Section 5.2. Directorships. No officer or employee of the Association shall serve as a director or in any other official capacity with any corporation or other business enterprise without giving prior notice thereof to the Chief Executive Officer.

ARTICLE VI - Stock and Stock Certificates

Section 6.1. Transfers. Shares of stock shall be transferable on the books of the Association, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall, in proportion to his shares, succeed to all rights of the prior holder of such shares.

Section 6.2. Stock Certificates. Certificates of stock shall bear the signature of the President (which may be engraved, printed or impressed), and shall be signed manually or by facsimile process by the Secretary, Assistant Secretary, or any other officer appointed by the Board of Directors for that purpose, to be known as an Authorized Officer, and the seal of the Association shall be engraved thereon. Each certificate shall recite on its face that the stock represented thereby is transferable only upon the books of the Association properly endorsed.

ARTICLE VII - Corporate Seal

The Chairman of the Board, President, the Secretary, any Vice President, the Comptroller, or any Assistant Secretary, or other officer thereunto designated by the Board of Directors or pursuant to authorization by the Chief Executive Officer, shall have authority to affix the corporate seal to any document requiring such seal, and to attest the same. Such seal shall be substantially in the following form:

(Impression)
(of)
(Seal)

ARTICLE VIII - Miscellaneous Provisions

Section 8.1. Fiscal Year. The Fiscal Year of the Association shall be the calendar year.

Section 8.2. Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted in behalf of the Association by the Chairman of the Board, or the President, or any officer at or above the level of Senior Vice President (or equivalent position), or the Secretary, or the Comptroller. Any such instruments may also be executed, acknowledged, verified, delivered or accepted in behalf of the Association in such other manner and by other officers and employees pursuant to authorization by the Chief Executive Officer. The provisions of this Section 8.2. are supplementary to any other provision of these bylaws.

Section 8.3. Minute Records. The Articles of Association, the bylaws and minutes of the proceedings of the shareholders, the Board of Directors and of each committee established by these bylaws shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the secretary or other officer appointed to act as secretary of the meeting. The original minutes shall be promptly submitted to the Association's Secretary.

Section 8.4. Notice. Any notice of a meeting required or permitted to be given to a director pursuant to Articles II or III of these bylaws shall be given personally or mailed or telegraphed to the address of the director according to the records of the Secretary of the Association or left at that address or at the residence of the director, with any such notice by mail to be sent on or before the second banking day prior to the meeting and other notice to be delivered or given prior to the day of the meeting. Notice may be waived either before or after the meeting, and the presence of a director at a meeting shall constitute the director's waiver of notice.

Section 8.5. Legal Holidays. If the day set for any regular meeting of the Board of Directors or any committee established by these bylaws shall fall on a holiday observed by the Association, the meeting shall be held without further notice at the same time and place on the next banking day unless another date, time or place shall be duly designated.

Section 8.6. Depositaries. All funds belonging to the Association shall be deposited in the name of the Association and only with depositaries approved by the Board of Directors. At least once each year a list of all such depositaries shall be submitted to the Board of Directors.

Section 8.7. Capital Accounts and Reserves. Any charge or credit to any capital account of the Association or to its reserve for contingencies, allowances for loan losses or any similar reserve shall be reported to the Board of Directors not later than the calendar month next following the month in which such charge or credit was entered.

Section 8.8. Proceedings. Criminal or tort proceedings or any involuntary petition against a debtor in any bankruptcy or other proceedings shall only be initiated by or on behalf of the Association pursuant to authorization of the Chief Executive Officer.

ARTICLE IX - Corporate Emergency

Section 9.1. Notwithstanding other provisions of these bylaws, the following special rules may be used if the President of the United States or the Governor of the State of Texas or any person lawfully exercising the power and discharging the duty of such offices, proclaims that an attack on the United States or any nuclear, atomic, or other disaster has caused an emergency for association and until such emergency is terminated by proclamation:

- (a) special meetings of the directors may be called, and a different place, time, or date for any regular meeting of the directors may be fixed, by any director or any of the two most senior officers, who need not be directors, or the Secretary;
- (b) notice of the time and place of each special, and the prior notice specified in Section 2.4. for a different place, time or date for any regular meeting of the directors shall be given to such of the directors as it may be feasible to reach at the time and by such means of communication, written or oral, personal or mass, as may be practicable at that time;
- (c) the director or directors present at any regular meeting of the directors, or at any special meeting of the directors which has been duly called, and for which any required notice has been duly given, if less than a quorum, shall, together with the two most senior officers who need not be directors, and without further notice, meet as an executive committee hereby fully empowered to exercise, to the extent permitted by law, all of the powers and authority of the Board of Directors;
- (d) in the event that none of the directors attends a meeting of the directors, or a special meeting of the directors which has been duly called, and for which any required notice has been duly given, the officers of the Association who are present, not exceeding three, in order of rank, shall meet as an executive committee hereby fully empowered to exercise, to the extent permitted by law, all of the powers and authority of the Board of Directors;
- (e) if the Chief Executive Officer dies, is missing, or for any other reason is temporarily or permanently incapable of discharging the duties of office, the next ranking officer who is available shall assume the

duties and authority of the office of the Chief Executive Officer, and shall also assume the duties and authority of the office of the President if such next ranking officer is not the President, until such time as the directors shall otherwise order; and

- (f) For purposes of this Article, rank of officers shall be determined within the same office by priority in time of the first election to office or, if two or more persons were first elected to the office at the same time, by seniority in age.

ARTICLE X - Reservation of Power and Bylaws

Section 10.1. Reservation of Power. Nothing in these bylaws shall be construed to limit the authority of the Board of Directors.

Section 10.2. Inspection. A copy of the bylaws, with all amendments thereto, shall at all times be kept by the Secretary of the Association, and shall be open for inspection to all shareholders, during banking hours.

Section 10.3. Amendments. These bylaws may be amended, supplemented, repealed or otherwise changed at any meeting of the Board of Directors by an affirmative vote of a majority of the then members of the Board of Directors or without meeting by the written consent of all the then members of the Board of Directors.

CERTIFICATE OF RESOLUTION

STATE OF TEXAS)
)
COUNTY OF _____)

I, _____, in my official capacity, HEREBY CERTIFY:

That I am duly qualified and acting _____ of Ameritrust Texas N.A., Dallas, Texas; that as authorized by a resolution passed by the Board of Directors of this Corporation at a meeting held on December 3, 1986, the following Resolution was duly and regularly adopted, is still in force and effect, and appears in the Minutes of that Director's Meeting.

"RESOLVED THAT any; officer of the Corporation be, and each of them is, hereby severally authorized, on behalf of the Corporation, to enter into agreements and accept judicial appointments under which the Corporation shall act as executor, administrator, trustee, guardian, receiver, agent, custodian or in any such other capacity as permitted by law, to do any and all acts reasonably or apparently necessary in the performance of such functions, and to execute any and all written instruments in the assumption or performance of such functions pertaining to any real property, or interest therein, stocks, bonds, or other property, held by this Corporation in any fiduciary capacity; and that all acts heretofore done by said respective officers in the premises are ratified and confirmed."

This certificate is furnished in connection with instruments or documents duly executed by:

NAME _____

TITLE _____

Whose signature is _____

NAME _____

TITLE _____

Whose signature is _____

By this certificate the undersigned certifies that such officer is an officer at this time with the title indicated and that the signature of that officer appearing above is a true and genuine signature.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of this Corporation on this _____ day of _____, 1990.

SEAL

(Signature of Certifying Officer)

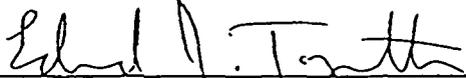
AMENDMENT TO ARTICLES OF ASSOCIATION
CHANGE OF NAME FOR
MTRUST CORP, N.A.
NOW
AMERITRUST TEXAS NATIONAL ASSOCIATION

SECRETARY'S CERTIFICATION

I hereby certify that

1. At a special meeting of the shareholders of MTrust Corp, N.A. (the "Association") which meeting was held on February 27, 1990, by the affirmative vote of the owners of 100% of the outstanding stock of MTrust Corp, N.A. entitled to vote thereon the Articles of Association were amended and restated and such amendment included the following:

"First: The title of this Association shall be Ameritrust Texas National Association".
2. As a result of the amendment of Article First by the Association's Shareholders as set forth above, and as a result of the Association having filed said amended Articles of Association with the proper regulatory authorities, the name of the Association has been changed from MTrust Corp, N.A. to, and is now, Ameritrust Texas National Association.
3. As of the date of this certification, the name of the Association is Ameritrust Texas National Association.
4. I am the Secretary of said Association's Board of Directors.



Edward J. Tognetti, Secretary
Ameritrust Texas National Association

Date

SEAL