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DEC 19 1996

LAW OFFICES

McGLINCHEY STAFFORD LANG

A PROFESSIONAL LIMITED LIABILITY COMPANY

NEW ORLEANS
HOUSTON
BATON ROUGE
LITTLE ROCK
JACKSON
FORT SMITH
LAKE PROVIDENCE

2777 STEMMONS FREEWAY
SUITE 925
DALLAS, TEXAS 75207

TELEPHONE (214) 860-9700
FAX (214) 860-9750
DIRECT DIAL:

December 10, 1996

Secretary
Surface Transportation Board
Twelfth Street & Constitution Avenue N.W.
Washington, D.C. 20423
Attention: Recordation, Room 2311

RE: Documents for Recordation
Trinity Industries Leasing Company
Equipment Trust (Series 6, First Supplement)

Dear Ladies and Gentlemen:

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

1. Two (2) executed originals of First Supplement to Equipment Trust Agreement, a primary document, dated as of December 5, 1996, between Trinity Industries Leasing Company (the "Company") and Texas Commerce Bank National Association, as Successor Trustee (the "Bank");
2. Two (2) executed originals of an Assignment, a primary document, dated December 5, 1996, between the Company ("Assignor") and the Bank, as Trustee ("Assignee");
3. Two (2) executed originals of a Bill of Sale, a secondary document, dated December 5, 1996, between the Company ("Seller") and the Bank, as Trustee ("Buyer"); and
4. Two (2) executed originals of a Bill of Sale, a secondary document, dated December 5, 1996, between the Bank, as Trustee ("Seller") and the Company ("Buyer").

The enclosed First Supplement, Assignment and Bill of Sale referenced in paragraphs 1, 2 and 3, above, relate to the Equipment Trust Agreement dated as of January 15, 1988 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 15494 on February 4, 1988, along with an Assignment and Bill of Sale under Recordation Nos. 15494-A and 15494-B.

The enclosed Bill of Sale referenced in paragraph 4, above, relates to One Hundred (100) railcars and the lease thereof subject to the said Equipment Trust Agreement that were released from the Equipment Trust and assigned by the said Trustee to the Company.

Michael Peters
RECEIVED
SURFACE TRANSPORTATION BOARD

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Countryart

LAW OFFICES
McGLINCHEY STAFFORD LANG
A PROFESSIONAL LIMITED LIABILITY COMPANY

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 2000 Gardner Expressway, Quincy, Illinois 62306-0867, and the address of the Bank, the Trustee, is 2200 Ross Avenue, 5th Floor, Dallas, Texas 75201.

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

Enclosed is our check in the amount of \$84.00 to cover the recordation fee. (Such fee was determined on the basis that the Assignment is being filed concurrently with the First Supplement to Equipment Trust Agreement).

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

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

- (a) Primary Documents. (i) First Supplement to Equipment Trust Agreement, a primary document, dated as of December 5, 1996, between the Company (as vendor and lessee), and the Bank, as Trustee, and covering Fifty-Eight (58) railroad cars, and (ii) Assignment, a primary document, dated December 5, 1996, between the Company (as Assignor), and the Bank, as Trustee, and covering Fifty-Eight (58) railroad cars.
- (b) Secondary Documents. Bill of Sale, a secondary document, dated December 5, 1996, between the Company (as Seller), and the Bank, as Trustee (as Buyer), and covering various railroad cars, and connected to the First Supplement to Equipment Trust Agreement referred to in paragraph (a) above, and Bill of Sale, a secondary document, dated December 5, 1996, between the Bank, as Trustee (Seller) and the Company (Buyer), and covering various railroad cars, and connected to the Equipment Trust Agreement dated as of January 15, 1988 referred to above.

Very truly yours,


Richard A. Fogel

Enclosures

EXHIBIT A

- 1. Railroad Car Lease Agreement, dated May 17, 1979, between Trinity Industries Leasing Company and Cargill, Inc. covering the following described railroad cars (Rider 23):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
56	5125 cu. ft. Lo Covered Hopper Cars	TILX 5439-5444, 5446-5495

- 2. Railroad Car Lease Agreement, dated July 10, 1989, between Trinity Industries Leasing Company and ADM Transportation Company covering the following described railroad cars (Partial Rider 11 and Partial Rider 12):

<u>Number or Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	5161 cu. ft. Lo Covered Hopper Cars	ADMX 49124, 49130

RECORDATION NO. 15494-5 FILED 1428

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**FIRST SUPPLEMENT
TO EQUIPMENT TRUST AGREEMENT**

(TRINITY INDUSTRIES LEASING COMPANY EQUIPMENT TRUST SERIES 6)

Dated as of December 5, 1996

Between

Texas Commerce Bank National Association,
Successor Trustee

AND

TRINITY INDUSTRIES LEASING COMPANY

FIRST SUPPLEMENT dated as of December 5, 1996 (herein called this "First Supplement"), to the Equipment Trust Agreement dated as of January 15, 1988 (hereinafter called the "Trust Agreement"), between TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (hereinafter called the "Company") and Texas Commerce Bank National Association, as Successor Trustee (hereinafter in such capacity called the "Trustee").

PRELIMINARY STATEMENT

A. The Trust Agreement was filed with the Surface Transportation Board (the "STB") on February 4, 1988 under Recordation No. 15494.

B. The Company has, pursuant to Section 5.05(a) of the Trust Agreement, issued its Request that the Trustee assign to the Company One Hundred (100) railroad cars covered by the Existing Lease dated October 23, 1978 between Trinity Industries Leasing Company and Dow Chemical Company described in Exhibit B to the Trust Agreement (the "Assigned Equipment").

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

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

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

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

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

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

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

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

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

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

TRINITY INDUSTRIES LEASING COMPANY

Attest:

Neil O. Shroyer
Assistant Secretary

[SEAL]

By:

F. Dean Phelps
F. Dean Phelps
Vice President

Texas Commerce Bank National
Association, Successor Trustee

By:

JOHN G. JONES
Name: JOHN G. JONES
Title: Vice President

Attest:

Dennis J. Rosenthal

STATE OF TEXAS
COUNTY OF DALLAS

§
§ ss.
§

On this 5th day of December, 1996, before me personally appeared F. Dean Phelps, to me personally known, who being by me duly sworn, says that he is the Vice President of TRINITY INDUSTRIES LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public

Shannon L Gray

My Commission Expires:



[SEAL]

STATE OF TEXAS
COUNTY OF DALLAS

§
§ ss.
§

On this 10th day of December, 1996, before me personally appeared JOHN G. JONES, to me personally known, who being by me duly sworn, says that he is the Vice President of Texas Commerce Bank 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public

Doris C. Naylor

My Commission Expires:

8-3-98

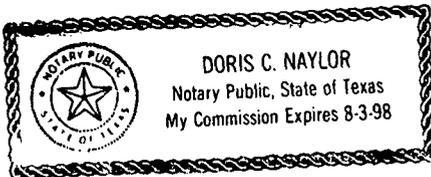


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Series 6

EXHIBIT B
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Numbers</u>	<u>Earliest Service</u>
56 Hopper Cars	Lo	5125 cu. ft.	TILX 5439-5444 TILX 5446-5495	07/96
2 Hopper Cars	Lo	5161 cu. ft.	ADMX 49124, 49130	08/96