

2-241A031

RECORDATION NO. 16017-5 SERIES 7
FILED 1423

AUG 28 1992 - 12 22 PM

INTERSTATE COMMERCE COMMISSION

TRINITY INDUSTRIES LEASING COMPANY
2705 State Street
Chicago Heights, Illinois 60411

RECORDATION NO. 16017-7
FILED 1423

AUG 28 1992 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

16017-R

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August 26, 1992

RECORDATION NO. 16017-RT
FILED 1423

AUG 28 1992 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

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

Aug 28 12 09 PM '92
NORTH OF THE INTERCOMMIT

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 (i) three (3) executed originals of an Assignment dated as of August 26, 1992 (to the Equipment Trust Agreement, dated as of November 4, 1988 (the "Trust Agreement") between Trinity Industries Leasing Company (the "Company") and NationsBank of Texas, N.A. (formerly named NCNB Texas National Bank), as Trustee (the "Trustee")) between the Company and the Trustee (the "Assignment"), a primary document as defined in the foregoing Rules and Regulations, (ii) three (3) executed originals of a Third Supplement to Equipment Trust Agreement dated as of August 26, 1992 (to the Trust Agreement) between the Company and the Trustee (the "Third Supplement"), a secondary document as defined in the foregoing Rules and Regulations and (iii) three (3) executed originals of a Bill of Sale dated as of August 26, 1992 (to the Trust Agreement) between the Company and the Trustee (the "Bill of Sale"), a secondary document as defined in the foregoing Rules and Regulations.

The enclosed Assignment relates to the Trust Agreement, which was filed and recorded under Recordation Number 16017 on November 8, 1988, and subsequently supplemented by assignments

You have

Mildred Lee

Mrs. Mildred Lee
Interstate Commerce Commission
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and bills of sale under Recordation Numbers 16017-A through 16017-Q.

We request that the Assignment be cross-indexed.

The addresses of the parties to the enclosed document are:

Company: Trinity Industries Leasing Company
2705 State Street
Chicago Heights, Illinois 60411
Attention: Treasurer

Trustee: NationsBank of Texas, N.A.
901 Main Street
16th Floor
Dallas, Texas 75202

A description of the railroad equipment covered by each of the Assignment, the Second Supplement and the Bill of Sale is set forth in Exhibit A hereto. The foregoing railroad equipment consists solely of railroad cars intended for use relating to interstate commerce.

Also enclosed is a check in the amount of \$45.00 to cover the required recordation fees.

You are hereby authorized to deliver stamped copies of the Assignment, Third Supplement and Bill of Sale 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 documents to appear in the Commission's Index follows:

1. Primary Document. Assignment dated as of August 26, 1992, between Trinity Industries Leasing Company and NationsBank of Texas, N.A., as Trustee, covering various railroad cars.
2. Secondary Document. Third Supplement to Equipment Trust Agreement dated as of August 26, 1992 between Trinity Industries Leasing Company and NationsBank of Texas, N.A., as Trustee (relating to the Equipment Trust Agreement dated as of November 4, 1988 between Trinity Industries Leasing Company and NationsBank of

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Texas, N.A. (formerly named NCNB Texas National Bank),
as Trustee, covering various railroad cars.

3. Bill of Sale dated as of August 26, 1992, between
Trinity Industries Leasing Company and NationsBank of
Texas, N.A., as Trustee, covering various railroad
cars.

TRINITY INDUSTRIES LEASING COMPANY

By: Neil O. Shoop
Neil O. Shoop
Treasurer

REGISTRATION NO. 16017-8 FILED 1425

AUG 28 1992 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

**THIRD SUPPLEMENT
TO EQUIPMENT TRUST AGREEMENT**

(TRINITY INDUSTRIES LEASING COMPANY EQUIPMENT TRUST SERIES 7)

Dated as of August 26, 1992

Between

NATIONSBANK OF TEXAS, N.A., TRUSTEE

AND

TRINITY INDUSTRIES LEASING COMPANY

THIRD SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT dated as of August 26, 1992 (herein called this "Third Supplement") to the Equipment Trust Agreement dated as of November 4, 1988 (hereinafter called the "Trust Agreement") between NATIONSBANK OF TEXAS, N.A. (formerly named NCNB Texas National Bank), a national banking association, as Trustee (hereinafter in such capacity called the "Trustee") and TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (hereinafter called the "Company").

PRELIMINARY STATEMENT

A. The Trust Agreement was filed with the Interstate Commerce Commission (the "ICC") on November 8, 1988, under Recordation No. 16017.

B. The Trust Agreement was supplemented by a First Supplement to Equipment Trust Agreement dated as of November 20, 1989 between the Trustee and the Company (the "First Supplement").

C. The First Supplement was filed with the ICC on November 29, 1989 under Recordation No. 16017-I.

D. The Trust Agreement was supplemented by a Second Supplement to Equipment Trust Agreement dated as of August 13, 1992 between the Trustee and the Company (the "Second Supplement").

E. The Second Supplement was filed with the ICC on August 20, 1992 under Recordation No. 16017-N.

F. Pursuant to the terms of the Purchase Agreement dated as of November 4, 1988 (hereinafter called the "Purchase Agreement"), among the Company and Trinity Industries, Inc., a Delaware corporation, and each of the institutional investors named in Schedule A thereto (such investors herein collectively called the "Purchasers"), the Purchasers have each purchased Equipment Trust Certificates issued or to be issued under the Trust Agreement.

G. Pursuant to Section 5.05(d) of the Trust Agreement, the Company has requested that the Trustee release cash deposited by the Company with the Trustee pursuant to Section 5.07(a) of the Trust Agreement.

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 Exhibit A to the Trust Agreement the descriptions of rail cars contained in Exhibit A hereto and by adding to Exhibit B to the Trust Agreement the description of the Existing Leases contained in Exhibit B hereto; and such rail cars shall be included in the trust created under the Trust Agreement and be subject to all of the terms and provisions thereof.

2. The Trust Agreement, as hereby amended, remains in full force and effect mutatis mutandis.

3. 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.

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

5. 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 Third Supplement.

6. This Third 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 Third 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 Third Supplement. It shall not be necessary in making proof of this Third Supplement to produce or account for more than one such counterpart.

7. This Third 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.

[Corporate Seal]

TRINITY INDUSTRIES LEASING COMPANY

ATTEST:

Neil O. Shoop
Neil O. Shoop
Assistant Secretary

By F. Dean Phelps
F. Dean Phelps
Vice President

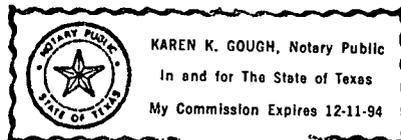
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 26th day of August, 1992, 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.

Karen K. Gough
Notary Public

My Commission Expires:

[SEAL]



[Corporate Seal]

NATIONSBANK OF TEXAS, N.A.,
Trustee

ATTEST:

Richard J. Holt
Assistant Secretary

By *Linda McNeil*
Name: LINDA McNEIL
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this ____ day of August, 1992, before me personally appeared LINDA McNEIL to me personally known, who being by me duly sworn, says that she is the Vice President of NATIONSBANK OF TEXAS, N.A., 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 she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gail Williams
Notary Public

My Commission Expires:

[SEAL]

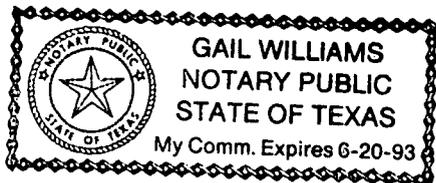


EXHIBIT A

DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity and Type</u>	<u>Class</u>	<u>Capacity</u>	<u>Initialed Car Nos.</u>
8 Hopper Cars	LO	4,750 Cu. Ft.	TILX 511478, 511497 511505, 511509 511510, 511517 511529, 511677
8 Tank Cars	112J340W	34,000 Gal.	TILX 300349, 300353 300363, 300377 300379, 300383 300396, 300398
1 Hopper Car	LO	4,750 Cu. Ft.	TILX 511681

EXHIBIT B

Description of Existing Leases

1. Railroad Car Lease Agreement, dated October 13, 1990, between Trinity Industries Leasing Company and Columbia Grain & Ingredients, Inc. covering the following described railroad cars (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
8	4,750 Cu. Ft. LO Hopper Cars	TILX 511478, 511497 511505, 511509 511510, 511517 511529, 511677

2. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following described railroad cars (Partial Rider 3):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
8	34,000 Gal. 112J340W Tank Cars	TILX 300349, 300353 300363, 300377 300379, 300383 300396, 300398

3. Railroad Car Lease Agreement, dated July 23, 1991, between Trinity Industries Leasing Company and Sunrise Cooperative, Inc. covering the following described railroad car (Partial Rider 1):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	4,750 Cu. Ft. LO Hopper Car	TILX 511681