

72.00

# McGLINCHEY STAFFORD LANG

A LAW CORPORATION

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DALLAS, TEXAS 75207

RECORDATION NO. 16017-KK FILED 1425

MAR 29 1994 -2 05 PM March 25, 1994

0100161062

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RECORDATION NO. 16017-99 FILED 1425  
MAR 29 1994 -2 05 PM  
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue N.W.  
Washington, D.C. 20423  
Attention: Ms. Mildred Lee, Room 2303

RECORDATION NO. 16017 FILED 1425

MAR 29 1994 -2 05 PM

INTERSTATE COMMERCE COMMISSION

RE: Documents for Recordation  
Trinity Industries Leasing Company  
Equipment Trust (Series 7)

RECORDATION NO. 16017 FILED 1425

MAR 29 1994 -2 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

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 Interstate Commerce Commission ("ICC") thereunder, enclosed herewith for filing and recordation are the following documents:

1. Two (2) executed originals of Correction Agreement to Sixth Supplement to Equipment Trust Agreement, a primary document, dated as of March 25, 1994, between Trinity Industries Leasing Company (the "Company") and NationsBank of Texas, N.A. (formerly NCNB Texas National Bank), as Trustee (the "Bank");
2. Two (2) executed originals of an Assignment, a primary document, dated March 25, 1994, between the Company ("Assignor") and the Bank, as Trustee ("Assignee");
3. Two (2) executed originals of a Bill of Sale, a secondary document, dated March 25, 1994, 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 March 25, 1994 between the Bank, as Trustee ("Seller") and the Company ("Buyer").

The enclosed Correction Agreement to Sixth Supplement, Assignment and Bill of Sale referenced in paragraphs 1, 2 and 3, above, relate to the Equipment Trust Agreement dated as of November 4, 1988 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017 on November 8, 1988, along with an Assignment and Bill of Sale under Recordation Nos. 16017-A and 16017-B, respectively; the First Supplement to

*Michael A. Feery*

*Anthony...*

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INTERSTATE COMMERCE COMMISSION  
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McGLINCHEY STAFFORD LANG  
A LAW CORPORATION

Secretary  
March 25, 1994  
Page 2

Equipment Trust Agreement dated as of November 20, 1989 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-I on November 29, 1989, along with an Assignment and Bill of Sale under Recordation Nos. 16017-H and 16017-J, respectively; the Second Supplement to Equipment Trust Agreement dated as of August 13, 1992 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-N on August 20, 1992 along with an Assignment and Bill of Sale under Recordation Nos. 16017-M and 16017-O, respectively; and the Third Supplement to Equipment Trust Agreement dated as of August 26, 1992 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-S on August 28, 1992 along with an Assignment and Bill of Sale under Recordation Nos. 16017-R and 16017-T; and the Fourth Supplement to Equipment Trust Agreement dated as of August 30, 1993 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-U on September 1, 1993, along with an Assignment and Bill of Sale under Recordation Nos. 16017-V and 16017-W, respectively; the Fifth Supplement to Equipment Trust Agreement dated as of November 23, 1993 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-Y on November 24, 1993, along with an Assignment and Bill of Sale under Recordation Nos. 16017-Z and 16017-AA, respectively; and the Sixth Supplement to Equipment Trust Agreement dated as of February 23, 1994 between the Company and the Bank, as Trustee, which was filed and recorded under Recordation No. 16017-CC on February 23, 1994, along with an Assignment and Bill of Sale under Recordation Nos. 16017-DD and 16017-FF, respectively.

The enclosed Bill of Sale referenced in paragraph 4, above, relates to 6 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.

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 2705 State Street, Chicago Heights, Illinois, and the address of the Bank, the Trustee is 901 Main Street, Dallas, Texas 75202.

The railroad equipment covered by the Correction Agreement to the Sixth 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.

McGLINCHEY STAFFORD LANG  
A LAW CORPORATION

Secretary  
March 25, 1994  
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Enclosed is our firm's check in the amount of \$72.00 to cover the recordation fee. (Such fee was determined on the basis that the Assignment is being filed concurrently with the Seventh Supplement to Equipment Trust Agreement).

You are hereby authorized to deliver any unneeded copies of the Seventh 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) Correction Agreement to Sixth Supplement to Equipment Trust Agreement, a primary document, dated as of March 25, 1994, between the Company (as vendor and lessee), and the Bank, as Trustee, and covering five (5) railroad cars, and (ii) Assignment, a primary document, dated March 25, 1994, between the Company (as Assignor), and the Bank, as Trustee, and covering five (5) railroad cars.
- (b) Secondary Documents. Bill of Sale, a secondary document, dated March 25, 1994, between the Company (as Seller), and the Bank, as Trustee (as Buyer), and covering various railroad cars, and connected to the Correction Agreement to Sixth Supplement to Equipment Trust Agreement referred to in paragraph (a) above, and Bill of Sale, a secondary document, dated March 25, 1994, between the Bank, as Trustee (Seller) and the Company (Buyer), and covering various railroad cars, and connected to the Sixth Supplement to Equipment Trust Agreement dated as of November 4, 1988 referred to above.

Very truly yours,



Richard A. Fogel

RAF:ps  
Enclosures

**EXHIBIT A**

Series 7

1. Railroad Car Lease Agreement, dated April 13, 1983, between Trinity Industries Leasing Company and A. E. Staley Manufacturing Company, covering the following described railroad cars (Partial Rider 12):

Number of Cars	Type	Car Numbers
5	5,125 cu. ft. Lo Covered Hopper Cars	TILX 5231, 5235, 5237, 5246 5251

**Interstate Commerce Commission**  
Washington, D.C. 20423

3/29/94

OFFICE OF THE SECRETARY

Richard A Fogel  
McGlinchey Stafford & Lang  
2777 Stemmons Freeway  
Dallas Texas 75207

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 3/29/93 at 2:05pm, and assigned  
recordation number(s). 16017-HH, 16017-II, 16017-JJ & 16017-KK

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO 26017-111 FILED 1425

MAR 29 1994 -2 05 PM

INTERSTATE COMMERCE COMMISSION

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**CORRECTION AGREEMENT  
TO SIXTH SUPPLEMENT**

(TRINITY INDUSTRIES LEASING COMPANY EQUIPMENT TRUST SERIES 7)

Dated as of March 25, 1994

Between

NATIONSBANK OF TEXAS, N.A.,  
(formerly known as NCNB Texas National Bank), TRUSTEE

AND

TRINITY INDUSTRIES LEASING COMPANY

---

CORRECTION AGREEMENT dated as of March 25, 1994 (herein called this "Correction Agreement"), to the Equipment Trust Agreement dated as of November 4, 1988 (hereinafter called the "Trust Agreement"), between TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (hereinafter called the "Company") and NATIONSBANK OF TEXAS, N.A., (formerly known as NCNB Texas National Bank), a national banking association, as Trustee (hereinafter in such capacity called the "Trustee").

#### 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 First Supplement to the Trust Agreement, dated November 20, 1989, between the Company and the Trustee was filed with the ICC on November 29, 1989, under Recordation No. 16017-I. The Second Supplement to the Trust Agreement, dated August 13, 1992, between the Company and the Trustee was filed with the ICC on August 20, 1992, under Recordation No. 16017-N. The Third Supplement to the Trust Agreement, dated August 26, 1992, between the Company and the Trustee was filed with the ICC on August 28, 1992 under Recordation No. 16017-S. The Fourth Supplement to the Trust Agreement, dated August 30, 1993, between the Company and the Trustee was filed with the ICC on September 1, 1993, under Recordation No. 16017-U. The Fifth Supplement to the Trust Agreement, dated November 23, 1993, between the Company and the Trustee was filed with the ICC on November 24, 1993, under Recordation No. 16017-Y. The Sixth Supplement to the Trust Agreement, dated February 23, 1994, between the Company and the Trustee was filed with the ICC on February 23, 1994, under Recordation No. 16017-CC.

C. The Company has, pursuant to Section 5.05(a) of the Trust Agreement, issued its Request that the Trustee reassign to the Company the 6 railcars covered by the Existing Lease with Marsulex, Inc. dated September 1, 1992 (Rider 4) described in Exhibit A to the Sixth Supplement to the Trust Agreement (the "Assigned Equipment"), as the Assigned Equipment was erroneously conveyed to the Trustee.

D. Pursuant to Section 5.05(a) of the Trust Agreement and such Request, the Company desires to correct such error and 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").

E. The parties desire to correct and amend the Sixth Supplement to 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 Sixth Supplement to the Trust Agreement is hereby amended by adding to Exhibits A and B to the Sixth Supplement to the Trust Agreement the descriptions of the Substituted Equipment and Existing Leases 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 under the Trust Agreement and subject to all of the terms and provisions thereof.

2. The Sixth Supplement to 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 Correction Agreement 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 the First Supplement, the Second Supplement, the Third Supplement, Fourth Supplement, Fifth Supplement, and Sixth Supplement, as amended hereby.

5. This Correction Agreement 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 Correction Agreement 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 Correction Agreement. It shall not be necessary in making proof of this Correction Agreement to produce or account for more than one such counterpart.

6. This Correction Agreement 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 D. [Signature]  
Assistant Secretary

By:

K. W. Lewis  
K. W. Lewis  
Senior Vice President

[SEAL]

NATIONSBANK OF TEXAS, N.A., Trustee

Attest:

Patricia R. Asto

By:

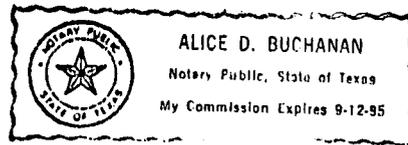
Linda McNeil  
Vice President

STATE OF TEXAS           §  
                                  § ss.  
COUNTY OF DALLAS       §

On this 25th day of March, 1994, before me personally appeared K. W. Lewis, to me personally known, who being by me duly sworn, says that he is the Senior 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 Alice D. Buchanan  
My Commission Expires: 9-12-95

[SEAL]

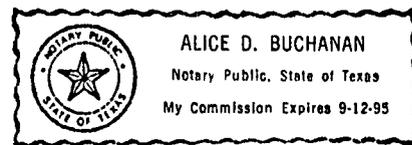


STATE OF TEXAS           §  
                                  § ss.  
COUNTY OF DALLAS       §

On this 25th day of March, 1994, 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 acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public Alice D. Buchanan  
My Commission Expires: 9-12-95

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**EXHIBIT A**

Series 7

1. Railroad Car Lease Agreement, dated April 13, 1983, between Trinity Industries Leasing Company and A. E. Staley Manufacturing Company, covering the following described railroad cars (Partial Rider 12):

Number of Cars	Type	Car Numbers
5	5,125 cu. ft. Lo Covered Hopper Cars	TILX 5231, 5235, 5237, 5246 5251

**EXHIBIT B**

Series 7

**DESCRIPTION OF TRUST EQUIPMENT**

Quantity and Type	Class	Capacity	Initialed Car Numbers	Earliest Service
5 Hopper Cars	Lo	5,125 Cu. Ft.	TILX 5231, 5235, 5237, 5246, 5251	2/94

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