

RECORDATION NO. 27934-B
FILED June 29, 2012 02:55 PM
SURFACE TRANSPORTATION BOARD

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URBAN A. LESTER

June 29, 2012

Ms. Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendatory Supplement to Memorandum of Security Agreement, dated as of June 29, 2012 a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement previously filed with the Board under Recordation Number 27934.

The names and addresses of the parties to the enclosed document are:

Secured Party: The Prudential Insurance Company of
America, as Agent (Secured Party/Assignee)
c/o Prudential Capital Group
Commercial Asset Finance
3350 Riverwood Parkway, Suite 1500
Atlanta, Georgia 30339

Debtor: Trinity Industries Leasing Company
2525 Stemmons Freeway
Dallas, Texas 75207

Chief of the Section of Administration
September 30, 2011
Page 2

A description of the railroad equipment covered by the enclosed document is:

38 railcars RELEASED: RGCX 000800 - RGCX 000838 (except RGCX 000820).

A short summary of the document to appear in the index is:

Amendatory Supplement to Memorandum of Security Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem
Enclosures

AMENDATORY SUPPLEMENT TO MEMORANDUM OF SECURITY AGREEMENT

1. Pursuant to the Security Agreement identified below, Trinity Industries Leasing Company, a Delaware corporation ("TILC"), has granted to The Prudential Insurance Company of America, in its capacity as agent for the benefit of certain lenders (the "Agent"), a lien on and a security interest in all of TILC's right, title, and interest in and to the Collateral as defined in the Security Agreement, including, without limitation, the railroad equipment and leases identified on Schedule A to that certain Memorandum of Security Agreement executed as of May 5, 2009 by TILC and the Agent (the "Existing Memorandum"). "Security Agreement" means the Security Agreement – Chattel Mortgage, dated as of May 7, 2009, between TILC and Agent, as amended, supplemented or amended and restated from time to time.

2. By execution of this Amendatory Supplement to Memorandum of Security Agreement (this "Amendment"), TILC and the Agent hereby amend Schedule A to the Existing Memorandum to remove from such Schedule A the railroad equipment and leases (but solely to the extent related to such railroad equipment) identified on Schedule 1 attached to this Amendment, and thereby further evidence the Agent's release of such railroad equipment and leases (but solely to the extent related to such railroad equipment) identified on Schedule 1 from the lien and security interest of the Security Agreement, pursuant to the terms thereof and of the related Loan Agreement (as defined therein).

3. The terms and provisions of the above-referenced security interest are more particularly set forth in the above-referenced Security Agreement.

4. This Amendment shall also serve as an amendment and supplement to the Security Agreement such that Schedule A thereto is amended by deleting from Schedule A of the Security Agreement the railroad equipment and leases (but solely to the extent related to such railroad equipment) identified on Schedule 1 hereto.

5. This Amendment may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

[Execution on next page; remainder of this page intentionally left blank]

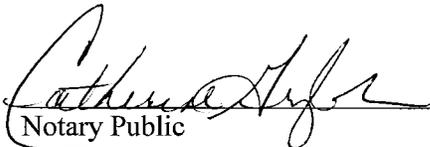
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of June 29, 2012.

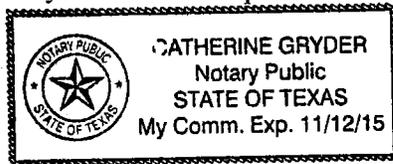
TRINITY INDUSTRIES LEASING COMPANY

By: 
Name: C. Lance Davis
Title: Vice President

State of Texas)
) ss.:
County of DALLAS)

On June 29, 2012, before me personally appeared C. Lance Davis, to me personally known, who being by me duly sworn says that he/she is Vice President of Trinity Industries Leasing Company, and that he/she executed the foregoing instrument 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 free act and deed of said corporation.


Notary Public
My commission expires:



[Execution continued on next page; remainder of this page intentionally left blank]

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, as Agent

By: *Roderick L. Roberts* *RLR*
Name: Roderick L. Roberts
Title: Vice President

State of Georgia)
) ss.:
County of Cobb)

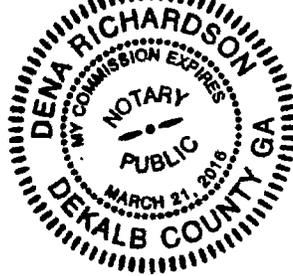
On June 29, 2012, personally appeared before me Roderick L. Roberts, to me personally known, who being by me duly sworn, said that he is a Vice President of The Prudential Insurance Company of America, that such instrument was signed on behalf of such corporation by the authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Dena Richardson *6/29/12*

Notary Public
My commission expires:

**Notary Public, DeKalb County, Georgia
My Commission Expires March 21, 2016**

[NOTARIAL SEAL]



SCHEDULE 1

Railroad Equipment and Leases Being Released From Collateral

| <u>ID</u> | <u>Asset Mark</u> | <u>Lessee Name</u> | <u>Rider</u> | <u>Build Date</u> | <u>Car Type</u> |
|-----------|-------------------|---------------------------------|--------------|-------------------|-----------------|
| <u>1</u> | <u>RGCX000800</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>2</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>2</u> | <u>RGCX000801</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>2</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>3</u> | <u>RGCX000802</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>2</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>4</u> | <u>RGCX000803</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>2</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>5</u> | <u>RGCX000804</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>2</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>6</u> | <u>RGCX000805</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>2</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>7</u> | <u>RGCX000806</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>2</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>8</u> | <u>RGCX000807</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>2</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>9</u> | <u>RGCX000808</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>2</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>10</u> | <u>RGCX000809</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>2</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>11</u> | <u>RGCX000810</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>12</u> | <u>RGCX000811</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>13</u> | <u>RGCX000812</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>14</u> | <u>RGCX000813</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>15</u> | <u>RGCX000814</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>16</u> | <u>RGCX000815</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>17</u> | <u>RGCX000816</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>18</u> | <u>RGCX000817</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>19</u> | <u>RGCX000818</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>20</u> | <u>RGCX000819</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>21</u> | <u>RGCX000821</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>6/30/1997</u> | <u>Freight</u> |
| <u>22</u> | <u>RGCX000822</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>23</u> | <u>RGCX000823</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>24</u> | <u>RGCX000824</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>25</u> | <u>RGCX000825</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>26</u> | <u>RGCX000826</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>27</u> | <u>RGCX000827</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>28</u> | <u>RGCX000828</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>29</u> | <u>RGCX000829</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>30</u> | <u>RGCX000830</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>31</u> | <u>RGCX000831</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>32</u> | <u>RGCX000832</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>33</u> | <u>RGCX000833</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>34</u> | <u>RGCX000834</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>35</u> | <u>RGCX000835</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>36</u> | <u>RGCX000836</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>37</u> | <u>RGCX000837</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |
| <u>38</u> | <u>RGCX000838</u> | <u>RIO GRANDE CHEMICAL LTD.</u> | <u>3</u> | <u>7/17/1997</u> | <u>Freight</u> |

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: June 29, 2012 Edward M. Luria
Edward M. Luria