

LAW OFFICES OF
LOUIS E. GITOMER, LLC.

RECORDATION NO. 31820-B
FILED JULY 17, 2015 5:00 PM
SURFACE TRANSPORTATION BOARD

LOUIS E. GITOMER
Lou@lgrailaw.com

600 BALTIMORE AVENUE, SUITE 301
TOWSON, MARYLAND 21204-4022
(410) 296-2250 • (202) 466-6532
FAX (410) 332-0885

MELANIE B. YASBIN
Melanie@lgrailaw.com
410-296-2225

July 17, 2015

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:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Collateral Assignment of Master Railcar Service Agreement, a secondary document, dated as of July 17, 2015. The primary document to which this is connected is recorded under Recordation No. New. We request that this document be recorded under Recordation No. New-A.

The names and addresses of the parties to the Memorandum of Collateral Assignment of Master Railcar Service Agreement are:

Secured Party:

Siemens Financial Services, Inc.
170 Wood Avenue South
Iselin, NJ 08830

Debtor:

Trinity Chemical Industries, L.L.C.
8801 South Yale Avenue, Suite 210
Tulsa, OK 74137

A description of the equipment covered by the Memorandum of Collateral Assignment of Master Railcar Service Agreement consists of 87 tank cars numbered TCLX 290201-290208, inclusive, 290210-290223, inclusive, 290225-290243, inclusive, 290245-290259, inclusive, 290465, 290470-290500, inclusive.

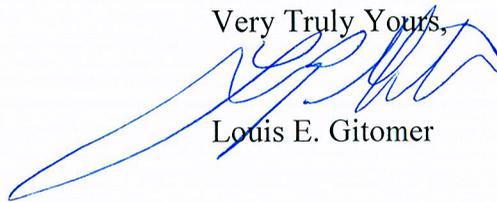
Ms. Cynthia T. Brown
July 17, 2015
Page 2

A fee of \$43.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
Lou@lgraillaw.com

A short summary of the document to appear in the index follows: a Memorandum of Collateral Assignment of Master Railcar Service Agreement between Siemens Financial Services, Inc., 170 Wood Avenue South, Iselin, NJ 08830, and Trinity Chemical Industries, L.L.C., 8801 South Yale Avenue, Suite 210, Tulsa, OK 74137, covering 87 tank cars numbered TCLX 290201-290208, inclusive, 290210-290223, inclusive, 290225-290243, inclusive, 290245-290259, inclusive, 290465, 290470-290500, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosure

Execution Copy
071515
Closing Document No. 87-A

MEMORANDUM OF COLLATERAL ASSIGNMENT OF MASTER RAILCAR SERVICE AGREEMENT

dated as of July 17, 2015

between

SIEMENS FINANCIAL SERVICES, INC.,
as Secured Party

and

TRINITY CHEMICAL INDUSTRIES, L.L.C.

FILED WITH (A) THE SURFACE TRANSPORTATION BOARD PURSUANT TO 49 U.S.C. § 11301,
AND (B) THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE CANADA
TRANSPORTATION ACT

MEMORANDUM OF COLLATERAL ASSIGNMENT OF
MASTER RAILCAR SERVICE AGREEMENT

THIS MEMORANDUM OF COLLATERAL ASSIGNMENT OF MASTER RAILCAR SERVICE AGREEMENT is made and entered into as of July 17, 2015 (this "Memorandum"), by and among SIEMENS FINANCIAL SERVICES, INC. (together with its successors and assigns, "Secured Party") and TRINITY CHEMICAL INDUSTRIES, L.L.C. ("Trinity Industries"), with reference to the following: TH

1. Pursuant to a Collateral Assignment of Sublease Agreement dated as of July 17, 2015 (the "Assignment"), Trinity Industries has collaterally assigned to Secured Party all of Trinity Industries' right title and interest in and to the Sublease (as hereinafter defined), solely as it relates to the railcars described on Schedule A attached hereto (the "Railcars"). As used herein, the term "Sublease" means (a) each rider relating to the Railcars entered into pursuant the Master Railcar Service Agreement dated as of December 5, 2013 (the "Phillips Master Agreement"), by and between Guarantor, as lessor, and Phillips 66 Company, as lessee ("Sublessee"), including, without limitation, Rider Number 3 dated as of August 1, 2014, and (b) the Phillips Master Agreement, solely as it relates to each such rider and the Railcars, in each case, as amended. TH
TH
2. The Assignment shall be effective as of the date first set forth above and Trinity Industries' and Sublessee's use of the Railcars shall be subject to the terms and conditions as set forth in the Assignment. TH
TH

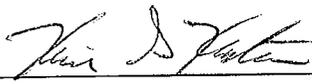
This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Collateral Assignment of Master Railcar Service Agreement.

(The remainder of this page is intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Collateral Assignment of Master Railcar Service Agreement to be executed as of the date first above written.

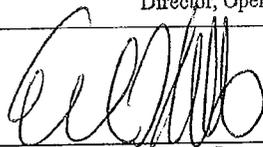
Secured Party:

SIEMENS FINANCIAL SERVICES, INC.

By: 

Name: Kevin S. Keaton

Title: Director, Operations

By: 

Name: EDWARD F. KUBICES

Title: VICE PRESIDENT

Trinity Industries:

TRINITY CHEMICAL INDUSTRIES, L.L.C.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Collateral Assignment of Master Railcar Service Agreement to be executed as of the date first above written.

Secured Party:

SIEMENS FINANCIAL SERVICES, INC.

^{CHEMICAL}
Trinity Industries:

TIF

TRINITY CHEMICAL INDUSTRIES, L.L.C.

By: _____

Name: _____

Title: _____

By:  _____

Name: Terry Fisher

Title: Vice-President, Managing Member

By: _____

Name: _____

Title: _____

STATE OF NEW JERSEY)
) ss.
COUNTY OF MIDDLESEX)

I HEREBY CERTIFY, that on this ____ day of July, 2015, before me, the undersigned, a Notary Public of the State of New Jersey, personally appeared Kevin S. Keaton, who acknowledged (her)himself to be the Director, Operations of Siemens Financial Services, Inc., known (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained as the duly authorized Director, Operations of said company by signing the name of the company by (her)himself as the Director, Operations.

AS WITNESS my hand and notarial seal.



Notary Public

My Commission Expires: **Katherine Forbes-Hunter**
Notary Public Of The State Of New Jersey
My Commission Expires
September 5, 2017
STATE OF NEW JERSEY) ID# 2424802
) ss.
COUNTY OF MIDDLESEX)

I HEREBY CERTIFY, that on this ____ day of July, 2015, before me, the undersigned, a Notary Public of the State of New Jersey, personally appeared Edward F. Kubilis, who acknowledged (her)himself to be the Vice President of Siemens Financial Services, Inc., known (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that (s)he executed the same for the purposes therein contained as the duly authorized Vice President of said company by signing the name of the company by (her)himself as the Vice President.

AS WITNESS my hand and notarial seal.



Notary Public

My Commission Expires: **Katherine Forbes-Hunter**
Notary Public Of The State Of New Jersey
My Commission Expires
September 5, 2017
ID # 2424802

STATE (COMMONWEALTH) OF Oklahoma)
) ss.
COUNTY OF Tulsa)

I HEREBY CERTIFY, that on this 17th day of July, 2015, before me, the undersigned, a Notary Public of the State of Oklahoma, personally appeared Terry Fisher Vice-President, Managing Member, who acknowledged himself to be the Vice-President, Managing Member of Trinity Chemical Industries, L.L.C., known (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Vice-President, Managing Member of said company by signing the name of the company by himself as the Vice-President, Managing Member

AS WITNESS my hand and notarial seal.

Karen Engleman
Notary Public

My Commission Expires: 11/13/16



Exhibit A
DESCRIPTION OF RAILCARS

DESCRIPTION	REPORTING MARKS
eighty-seven (87) new general purpose coiled and insulated tank cars manufactured by National Steel Car Limited	TCLX 290201, 290202, 290203, 290204, 290205, 290206, 290207, 290208, 290210, 290211, 290212, 290213, 290214, 290215, 290216, 290217, 290218, 290219, 290220, 290221, 290222, 290223, 290225, 290226, 290227, 290228, 290229, 290230, 290231, 290232, 290233, 290234, 290235, 290236, 290237, 290238, 290239, 290240, 290241, 290242, 290243, 290245, 290246, 290247, 290249, 290250, 290251, 290252, 290253, 290254, 290255, 290256, 290257, 290258, 290259, 290465, 290470, 290471, 290472, 290473, 290474, 290475, 290476, 290477, 290478, 290479, 290480, 290481, 290482, 290483, 290484, 290485, 290486, 290487, 290488, 290489, 290490, 290491, 290492, 290493, 290494, 290495, 290496, 290497, 290498, 290499 and 290500