

4-362A097

14515 A

REGISTRATION NO. Filed 1425

14515 B
Filed 1425

DEC 27 1984
INTERSTATE COMMERCE COMMISSION

DEC 27 1984
INTERSTATE COMMERCE COMMISSION

December 27, 1984

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

14515
REGISTRATION NO. Filed 1425

DEC 27 1984

Gentlemen:

INTERSTATE COMMERCE COMMISSION

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. Three (3) executed originals of an Equipment Trust Agreement, a primary document, dated as of December 15, 1984, between Trinity Industries Leasing Company and RepublicBank Dallas, National Association, a national banking association, as Trustee;

2. Three (3) executed originals of an Assignment, a secondary document, dated as of December 27, 1984, between Trinity Industries Leasing Company (Assignor) and RepublicBank Dallas, National Association, a national banking association, as Trustee (Assignee); and

3. Three (3) executed originals of a Bill of Sale, a secondary document, dated as of December 27, 1984, between Trinity Industries Leasing Company (Seller) and RepublicBank Dallas, National Association, as Trustee (Buyer).

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 2525 Stemmons Freeway, Dallas, Texas 75207, and the address of RepublicBank Dallas, National Association is One Dallas Centre, Ninth Floor, Dallas, Texas 75201.

The railroad equipment covered by the Assignment and the Bill of Sale is described in Exhibit A hereto.

Enclosed is a check in the amount of \$30 to cover the recordation fee.

DEC 27 1984

You are hereby authorized to deliver two executed originals of the Equipment Trust Agreement, the Assignment and the Bill of Sale, with filing data noted thereon, following recordation thereof, to the representative of Gardner, Carton & Douglas, who is delivering this letter and said enclosures to you.

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

- (a) Primary Documents. Equipment Trust Agreement, a primary document, dated as of December 15, 1984 between Trinity Industries Leasing Company, 2525 Stemmons Freeway, Dallas, Texas 75207 and RepublicBank Dallas, National Association, One Dallas Centre, Ninth Floor, Dallas, Texas 75201, as Trustee covering various railroad cars.
- (b) Secondary Documents. (i) Assignment, a secondary document, dated as of December 27, 1984, between Trinity Industries Leasing Company (Assignor), 2525 Stemmons Freeway, Dallas, Texas 75207 and RepublicBank Dallas, National Association (Assignee), One Dallas Centre, Ninth Floor, Dallas, Texas 75201 and covering various railroad cars, and connected to an Equipment Trust Agreement with Recordation Number _____; and (ii) Bill of Sale, a secondary document, dated as of December 27, 1984 between Trinity Industries Leasing Company (Seller) and RepublicBank Dallas, National Association (Buyer) and covering various railroad cars, and connected to an Equipment Trust Agreement with Recordation Number _____.

Very truly yours,

TRINITY INDUSTRIES LEASING COMPANY

By E. B. Breeding
E. B. Breeding, Vice President

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Interstate Commerce Commission
Washington, D.C. 20423

12/27/84

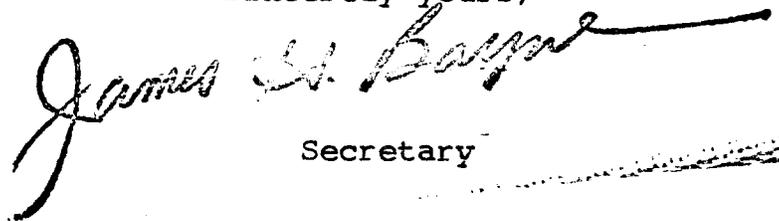
OFFICE OF THE SECRETARY

E.B. Breeding
Gardener, Carton & Douglas
1875 I St. N.W., Suite 1050
Washington, D.C. 20006

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 12/27/84 at 11:05am and assigned re-recording number (s). 14515, 14515-A & 14515-B

Sincerely yours,


Secretary

Enclosure(s)

DEC 27 1984 10 22 AM

INTERSTATE COMMERCE COMMISSION
ASSIGNMENT dated as of December 27, 1984, between REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, a national banking association, acting as trustee under an Equipment Trust Agreement, dated as of December 15, 1984 (the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Texas (the "Company").

Preliminary Statement

The Company has agreed to cause to be sold, transferred and delivered to the Trustee certain railroad equipment (called the "Trust Equipment") pursuant to the Equipment Trust Agreement, dated as of December 15, 1984, between the Company and the Trustee (the "Trust Agreement").

Title to the Trust Equipment is to be vested in and is to be retained by the Trustee and the Trust Equipment is to be leased to the Company under the Trust Agreement, all subject to the lease or leases referred to in Exhibit A (hereinafter, whether one or more, the "Leases") between the Company and the lessee or lessees named therein.

Trinity Industries Leasing Company 12-7/8% Equipment Trust Certificates due December 31, 1996 (Series 3) in an aggregate principal amount of \$40,000,000 have been or are to be issued and sold and the aggregate proceeds (including accrued interest, if any) of such sale which equals the aggregate principal amount of the Trust Certificates issued and sold have been delivered to the Company, as provided in the Trust Agreement.

It is desired to grant to the Trustee an assignment of and a security interest in and to the Leases and other collateral described below.

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

1. Subject to the rights of lessees under the Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Leases described in Exhibit A hereto, together with all rights, powers, privileges, and other benefits of the Company as lessor under the Leases in respect of such units of Trust Equipment, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of the Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise. The Trustee hereby appoints the Company its agent to collect and receive any and all of such rentals and other payments and to take any and all actions in respect of such Leases until the happening of an

Event of Default (as such term is defined in the Trust Agreement). The Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of the Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

2. It is expressly understood and agreed that the assignment made and security interest granted herein applies only to the Leases (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar as such Leases cover or otherwise apply to the rail cars described in Exhibit A hereto and any rail cars substituted as replacements for the rail cars described in Exhibit A hereto (but does not apply to any rail cars added to such Leases as additional and not replacement rail cars).

3. It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of lessees under the Leases, and that the Trustee, so long as any such lessee is not in default under its Lease, shall not interfere with the rights of peaceful and undisturbed possession of such lessee in and to any of the Trust Equipment in accordance with the terms of such Lease.

4. In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 5.01 and 5.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of the Trust Equipment and (ii) enforce compliance by lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notices, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

5. The assignment made by this instrument is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under any Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under any Lease or otherwise shall be and remain enforceable against and only against the Company.

6. (a) Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this instrument shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to any Lease or any payments in respect of the Trust Equipment shall revert to the Company.

(b) Upon the release of any unit of Trust Equipment pursuant to Section 4.05 of the Equipment Trust Agreement, this Assignment shall terminate pro tanto with respect to (i) such unit of Trust Equipment and (ii)

rights assigned to the Trustee hereby and by the Equipment Trust Agreement in the Leases insofar as they relate to such unit of Trust Equipment, and upon such partial termination such unit of Trust Equipment and rights shall revert to the Company or to such person or persons as may be legally entitled thereto, provided, however, that if an Event of Default (as defined in the Equipment Trust Agreement) has occurred and is then continuing, such termination and reversion shall not occur until such Event of Default shall have been cured or waived in accordance with the provisions of the Equipment Trust Agreement. After any partial termination, the provisions of this Assignment shall no longer be applicable to such unit of Trust Equipment and rights, and the Trustee shall at the request of the Company or such other person, and at the expense of the Company, deliver to the Company or such other person, a writing evidencing such partial termination.

7. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this instrument for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or otherwise, or to enforce any provisions of any Lease, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever.

8. Except as otherwise provided herein, the provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed by first class mail, postage prepaid, to (i) in the case of the Company, delivered at 2525 Stemmons Freeway, Dallas, Texas 75207, or mailed to P.O. Box 10587, Dallas, Texas 75207, Attention: President, or such other address as may hereafter be furnished to the Trustee in writing by the Company, and (ii) in the case of the Trustee, P.O. Box 20964, One Dallas Centre, Ninth Floor, Dallas, Texas 75201. Attention: Corporate Trust, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication. Any communication so addressed and mailed by registered or certified mail shall be deemed to be given on whichever of the following dates shall first occur: (i) the date of actual receipt thereof by the intended recipient, (ii) the fifth day next following the date mailed, or (iii) if the substance thereof is communicated to the intended recipient by hand delivery, telephone or telex on or prior to the date of such mailing, the date so mailed.

10. This Agreement may be executed in counterparts each of which shall be deemed to be an original and all of such counterparts together constitute but one and the same instrument.

11. The provisions of this Agreement and all rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, including all matters of construction, validity and performance.

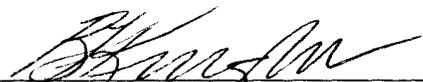
IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized duly attested by their authorized officers as of the day and year first written.

RepublicBank Dallas, National
Association, Trustee

Attest:



ASSISTANT VICE PRESIDENT &
TRUST OFFICER

By 

VICE PRESIDENT
TRUST OFFICER

TRINITY INDUSTRIES LEASING
COMPANY

Attest:



Assistant Secretary

By 

Vice President

1099C

EXHIBIT A

1. Railroad Car Lease Agreement, dated January 21, 1981, between Trinity Industries Leasing Company and Clinton Corn Processing Company (Acquired by ADM Transportation Company) covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
8	23,635 Gal. 111A100W1 Tank Cars	TILX 260134, 260138 TILX 260139, 260142 TILX 260154, 260156 TILX 260158, 260162

2. Railroad Car Lease Agreement, dated October 20, 1980, between Trinity Industries Leasing Company and American Hoechst Corporation covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
15	23,635 Gal. 111A100W1 Tank Cars	TILX 260228-260242

3. Railroad Car Lease Agreement, dated February 15, 1980, between Trinity Industries Leasing Company and Ashland Oil, Inc. covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
3	21,004 Gal. 111A100W1 Tank Cars	TILX 220000-220002
70	34,000 Gal. 112J340W Tank Cars	TILX 300791-300798 TILX 300428-300477 TILX 300523-300534

4. Railroad Car Lease Agreement, dated September 2, 1980, between Trinity Industries Leasing Company and Bunge Edible Oil Corporation covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
97	23,635 Gal. 111A100W1 Tank Cars	TILX 260131-260133, 260135-260137 TILX 260140-260141, 260143-260153 TILX 260155, 260157, 260159-260161 TILX 260163-260227, 260283-260290

5. Railroad Car Lease Agreement, dated April 24, 1979, between Trinity Industries Leasing Company and Bunge Corporation covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
250	4,750 Cu. Ft. Covered Hopper Cars	TILX 510700-510703, 510754-510799 TILX 510950-510999, 511209-511358

6. Railroad Car Lease Agreement, dated May 17, 1979, between Trinity Industries Leasing Company and Cargill, Inc. covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
128	4,750 Cu. Ft. Covered Hopper Cars	TILX 510452-510457, 511920-511921 TILX 510000-510099, 510581-510600
46	17,604 Gal. 111A100W3 Tank Cars	TILX 170000-170045

7. Railroad Car Net Lease Agreement, dated March 22, 1984, between Trinity Industries Leasing Company and C-I-L Inc. covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	4,750 Cu. Ft. Covered Hopper Cars	TILX 511714-511733

8. Railroad Car Lease Agreement, dated September 28, 1979, between Trinity Industries Leasing Company and Conoco, Inc. covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
27	34,000 Gal. 112J340W Tank Cars	TILX 300401-300427

9. Railroad Car Lease Agreement, dated July 16, 1980, between Trinity Industries Leasing Company and Cosden Oil & Chemical Company covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	33,800 Gal 112J400W Tank Cars	TILX 300503-300522

10. Railroad Car Lease Agreement, dated October 17, 1979, between Trinity Industries Leasing Company and Landmark, Inc. covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
45	4,750 Cu. Ft. LO Covered Hopper Cars	TILX 511164-511208

11. Railroad Car Lease Agreement, dated September 19, 1980, between Trinity Industries Leasing Company and Louisiana-Pacific Corporation covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
18	13,500 Gal. 111A100W3 Tank Cars	TIMX 135000-135017

12. Railroad Car Net Lease Agreement, dated August 9, 1984, between Trinity Industries Leasing Company and Minnesota Corn Processors, Inc. covering the following described cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	17,641 Gal. 111A100W3 Tank Cars	MNCX 001000-001024

13. Railroad Car Lease Agreement, dated March 10, 1981, between Trinity Industries Leasing Company and Missouri-Kansas-Texas Railroad Company covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	23,636 Gal. 111A100W1 Tank Cars	MKT 100400-100424

14. Railroad Car Lease Agreement, dated February 16, 1982, between Trinity Industries Leasing Company and Phelps Dodge Corporation covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	13,630 Gal. 111A100W2 Tank Cars	TILX 100040-100044

15. Railroad Car Lease Agreement, dated August 19, 1980, between Trinity Industries Leasing Company and The Pillsbury Company covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
90	4,750 Cu. Ft. Covered Hopper Cars	TILX 511829-511856 TILX 511858-511919

16. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
35	33,500 Gal. 112J400W Tank Cars	TILX 030001-030035

17. Railroad Car Net Lease Agreement, dated April 13, 1983, between Trinity Industries Leasing Company and A. E. Staley Manufacturing Company covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
6	17,641 Gal. 111A100W3 Tank Cars	STMX 000600-000605

18. Railroad Car Lease Agreement, dated March 6, 1981, between Trinity Industries Leasing Company and Swift Independent Packing Company covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
90	23,635 Gal. 111A100W1 Tank Cars	TILX 260291-260380

19. Railroad Car Lease Agreement, dated May 29, 1980, between Trinity Industries Leasing Company and Tulsa Chemical Company covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
40	13,500 Gal. 111A100W2 Tank Cars	TILX 100000-100039

20. Railroad Car Lease Agreement, dated March 30, 1982, between Trinity Industries Leasing Company and United States Borax & Chemical Company covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
78	4,750 Cu. Ft. Covered Hopper Cars	TIMX 302004-302010, 302012, 302014 TIMX 302016, 302021, 302022 TIMX 302024-302028, 302030-302034 TIMX 302038, 302040, 302042 TIMX 302044-302048, 302050, 302051 TIMX 302053, 302055-302057, 302061 TIMX 302063, 302065, 302066, TIMX 302068, 302069, 302071 TIMX 302073, 302074, 302076 TIMX 302079-302081, 302083 TIMX 302085-302087, 302090, 302093 TIMX 302096, 302097, 302103, TIMX 302105, 302106, 302108-302110 TIMX 302112, 302113, 302116-302119 TIMX 302125, 302130, 302136, TIMX 302137, 302142-302144, 302154 TIMX 302158

21. Railroad Car Lease Agreement, dated July 2, 1980, between Trinity Industries Leasing Company and Westvaco Corporation covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	21,000 Gal. 111A100W1 Tank Cars	TILX 220003-220012

<u>Lessee</u>	<u>Qty.</u>	<u>Class</u>	<u>Capacity</u>	<u>Term of Lease</u>	<u>Date of Earliest Service</u>	<u>Estimated Monthly Rental</u>
ADM Transportation (Acquired Clinton Corn)	8	111A100W1	23,635 gal.	12	Jan. '81	\$ 5,000
American Hoechst	15	111A100W1	23,635 gal.	12	Jan. '81	9,000
Ashland Oil, Inc.	3	111A100W1	21,004 gal.	12	Oct. '80	2,000
Ashland Oil, Inc.	8	112J340W	34,000 gal.	12	Dec. '82	6,000
Ashland Oil, Inc.	62	112J340W	34,000 gal.	12	Aug. '80	46,000
Bunge Edible Oil Corp.	97	111A100W1	23,635 gal.	12	Oct. '80	56,000
Bunge Corp.	250	LO	4,750 cu.ft.	10	Aug. '80	132,000
Cargill, Inc.	128	LO	4,750 cu.ft.	12	May '80	67,000
Cargill, Inc.	46	111A100W3	17,604 gal.	12	May '81	29,000
C-I-L, Inc.	20	LO	4,750 cu.ft.	15	Mar. '84	8,000
Conoco, Inc.	27	112J340W	34,000 gal.	10	Jul. '80	17,000
Cosden Oil and Chem. Co.	20	112J400W	33,800 gal.	5	Oct. '80	15,000
Landmark, Inc.	45	LO	4,750 cu.ft.	10	Aug. '80	23,000
Louisiana-Pacific	18	111A100W3	13,500 gal.	15	Feb. '81	10,000
Minnesota Corn Processors	25	111A100W3	17,641 gal.	15	Sep. '84	13,000
MKT Railroad	25	111A100W1	23,636 gal.	15	Aug. '81	10,000
Phelps Dodge	5	111A100W2	13,630 gal.	12	Jan. '82	3,000
Pillsbury Co.	90	LO	4,750 cu.ft.	10	Oct. '80	48,000
Shell Oil Co.	35	112J400W	33,500 gal.	10(1)	Sep. '80	23,000
A.E. Staley	6	111A100W3	17,641 gal.	15	Aug. '84	3,000
Swift Ind. Packing	40	111A100W1	23,635 gal.	12	Dec. '82	24,000
Swift Ind. Packing	50	111A100W1	23,635 gal.	12	Oct. '84	29,000
Tulsa Chemical Co.	40	111A100W2	13,500 gal.	10	Sep. '80	19,000
U.S. Borax	78	LO	4,750 cu.ft.	20	Mar. '81	45,000
Westvaco Corp.	10	111A100W1	21,000 gal.	12	Oct. '80	6,000
						<u>\$648,000</u>

1,151

(1) Cancellation option after five years.