



RECORDATION NO. 11466 Filed 1425

FEB 4 1980 - 12 00 AM

Dial Leasing Corporation of Iowa
207 Ninth Street
Des Moines, Iowa 50307
(515) 243-2131

INTERSTATE COMMERCE COMMISSION

February 1, 1980

No. 0-035A070
Date FEB 4 1980
Fee \$ 160.00
ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Terminal Grain Corporation
Equipment Lease dated as of November 15, 1979

FEB 4 11 37 AM '80
RECEIVED

Dear Sir:

Pursuant to 49 U.S.C. Section 11303(a), I enclose herewith, for filing and recordation, counterparts of the following documents:

1. Equipment Lease dated as of November 15, 1979 between *missing* First Security Bank of Utah, N.A. as Lessor and Terminal Grain Corporation as Lessee.
2. Indenture dated as of November 15, 1979 between First Security Bank of Utah, N.A. as Owner Trustee and Central Life Assurance Company as Lender.
3. Supplemental Indenture dated as of January 11, 1980 between First Security Bank of Utah, N.A. as Owner Trustee and Central Life Assurance Company as Lender.
4. Purchase Order Assignment dated as of January 11, 1980 between First Security Bank of Utah, N.A. as Owner Trustee and Railway Marketing Corporation as Purchaser.
5. Consent and Agreement as Exhibit A to the Purchase Order Assignment dated as of January 11, 1980 by Trinity Industries, Inc. as Manufacturer.

The names and addresses of the parties to the aforementioned Documents are as follows:

- (1) Owner Trustee/Lessor

First Security Bank of Utah, N.A.
79 South Main St., Suite 310
Salt Lake City, Utah 84110

*Counterpart -
Dial Leasing*

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11466-A
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(2) Lessee

Terminal Grain Corporation
600 Benson Building
Sioux City, Iowa 51101

(3) Lender

Central Life Assurance Company
611 Fifth Avenue
Des Moines, Iowa 50307

(4) Purchaser

Railway Marketing
Islands Complex
Seagull Road, House #143
Crystal River, Florida 32629

(5) Manufacturer

Trinity Industries, Inc.
4001 Irving Blvd.
Box 10587
Dallas, Texas 75207

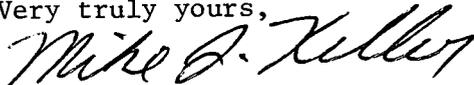
Please file and record the documents referred to herein and cross-index them under the names of the Lessee, Owner Trustee/Lessor, Lender, Purchaser, and Manufacturer.

The equipment covered by the aforementioned documents consists of:

Twenty Five (25), new 4750 Cubic Foot, 3 compartment, covered railroad hopper cars with trough hatches and gravity unloading gates, mounted on 100 ton trucks with roller bearings, manufactured by Trinity Industries, Inc., with Serial Numbers TRGX 1201 thru TRGX 1225 inclusive.

Please stamp all counterparts of the enclosed Documents with your official recording stamp. You will wish to retain one copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



Mike J. Keller
Director of Leveraged Leasing
Dial Leasing Corporation of Iowa

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Exhibit A
To Purchase Order Assignment

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INTERSTATE COMMERCE COMMISSION

CONSENT AND AGREEMENT

The undersigned, Trinity Industries, Inc. (the "Manufacturer") acknowledges receipt of a copy of a Purchase Order Assignment dated as of January 8, 1980 (the "Assignment") between First Security Bank of Utah, N.A. as the Owner Trustee for Dial Leasing Corporation pursuant to a Master Trust agreement dated ~~June 13, 1979~~, (the "Owner Trustee") and Railway Marketing Corporation, a Delaware corporation (the "Purchaser"), and as an inducement to and as part of the consideration for the performance by the parties thereto of their obligations thereunder:

1. Consents to the assignment by the Purchaser to the Owner Trustee of all of the Purchaser's rights and interests in and to the Purchase Agreement described in Schedule A hereto as the same relates to the Items of Equipment referred to in Schedule A hereto, on the terms set forth in the assignment.
2. Agrees that on the date on which an Item of Equipment is delivered by the Manufacturer to, and accepted by, the Owner Trustee or its authorized representative, title to such Item of Equipment shall vest in the Owner Trustee and that the Manufacturer will cause on or prior to the dates provided below, delivery of each of the following documents to be made to the Owner:
 - (i) Not later than two business days prior to the date the Items of Equipment are delivered to the Owner Trustee (the "Delivery and Closing Date"), an invoice or invoices of the Manufacturer setting forth the purchase price of the Items of Equipment to be paid for on the Delivery and Closing Date.
 - (ii) On or prior to the Delivery and Closing Date, a bill of sale dated the Closing Date for all Items of Equipment to be settled for on the Delivery and Closing Date signed by the Manufacturer transferring to the Owner Trustee title to such Items of Equipment and warranting to the Owner Trustee that, at the time of delivery of each Item of Equipment to the Owner Trustee, the Manufacturer had legal title and good and lawful right to sell the same, and title thereto was free of all claims, liens, and encumbrances of any nature except only the rights of Terminal Grain Corporation as Lessee under a certain Equipment Lease between Owner Trustee and Terminal Grain Corporation.
 - (iii) On or prior to the first Delivery and Closing Date, an opinion of counsel for the Manufacturer dated such Delivery and Closing Date addressed to the Owner Trustee and Terminal Grain Corporation that the bill of sale being delivered on such Delivery and Closing Date has been duly authorized, executed and delivered by the Manufacturer and constitutes the legal, valid and binding obligation of the Manufacturer and is enforceable

against the Manufacturer in accordance with its terms, subject to bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally, and, on or prior to each Delivery and Closing Date, an opinion of counsel of the Manufacturer dated such Delivery and Closing Date addressed to the Owner Trustee and Terminal Grain Corporation that the bill of sale being delivered on such Delivery and Closing has been duly authorized, executed and delivered by the Manufacturer and constitutes the legal, valid and binding obligation of the Manufacturer and is enforceable against the Manufacturer in accordance with its terms, subject to bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally, and at the time of delivery of each Item of Equipment to Terminal Grain Corporation as authorized representative of the Owner Trustee, title to such Item was transferred by the Manufacturer to the Owner Trustee and such Item was, at the time of such transfer, free and clear of all claims, liens and encumbrances, excepting only the rights of Terminal Grain Corporation under the Equipment Lease.

3. Agrees prior to each delivery to cause each Item of Equipment to be plainly, distinctly, permanently and conspicuously marked by a stencil printed in contrasting color upon each side of each Item of Equipment in letters not less than one inch in height as follows:

"Owned and Leased from First Security Bank of Utah, N.A. as Owner Trustee for Dial Leasing Corporation pursuant to a Master Trust Agreement dated June 13, 1979 and subject to a Security Interest of Central Life Assurance Company, and recorded with the I.C.C. ^{OF 104A RLV} _{NOV. 15, 1979 RLV}

4. Warrants that each Item of Equipment, when delivered to and accepted by an authorized representative of Terminal Grain Corporation pursuant to the Equipment Lease, is entirely new equipment and was constructed in the ordinary course of the Manufacturer's business using all new components.
5. Agrees to indemnify and save the Owner Trustee and Terminal Grain Corporation harmless from any liability, loss, damage, claim and expense which arises out of any claims for patent infringement relative to the Equipment, to the same extent set forth in the Manufacturer's patent indemnity contained in Trinity Industries Inc. General Conditions -Form 3.

Dated: January 11, 1980

TRINITY INDUSTRIES, INC.

By: *[Signature]*

Its Authorized Signatory

MANUFACTURER

IDENTIFICATION OF PURCHASE AGREEMENT AND EQUIPMENT

Trinity Industries, Inc. and Railway Marketing Corporation, a Delaware corporation, have entered into the following described Purchase Agreement relating to Twenty-Five (25) 4,750 cubic foot covered hopper cars bearing identifying mark and numbers TRGX 1201-1225 inclusive.

007 - RAM

Purchase Order No. ~~000~~ dated January 8, 1980, of Railway Marketing Corporation and Agreed and Accepted by Trinity Industries, Inc., January 11, 1980