TRINITY INDUSTRIES LEASING COMPANY

A Subsidiary of Trinity Industries, Inc.

No. Q-022A010 11400-B RECORDATION NO. Filed 1425

Date JAN 22 1980 JAN 22 1980 -9 30 AM

Fee $ 70.00 INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

January 22, 1980

11400 RECORDATION NO. Filed 1425

JAN 22 1980 -9 30 AM

INTERSTATE COMMERCE COMMISSION

11400-A RECORDATION NO. Filed 1425

JAN 22 1980 -9 30 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

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, there is submitted herewith for filing and recordation an Equipment Trust Agreement, an Assignment and a Bill of Sale with regard to the railroad cars described therein, used or intended for use in connection with interstate commerce as follows:

1. Three (3) executed counterparts of an Equipment Trust Agreement dated as of January 15, 1980, between Mercantile National Bank at Dallas, as Trustee, and Trinity Industries Leasing Company;

2. Three (3) executed counterparts of an Assignment dated as of January 15, 1980, between Trinity Industries Leasing Company and Mercantile National Bank at Dallas, as Trustee; and

3. Three (3) executed counterparts of a Bill of Sale dated as of January 15, 1980, between Trinity Industries Leasing Company and Mercantile National Bank at Dallas, as Trustee.

Joyce Mursky

4001 IRVING BLVD. • BOX 10587 • DALLAS, TEXAS 75207 • (214) 631-4420 • TWX 910-861-4389

The address of Trinity Industries Leasing Company is 4001 Irving Boulevard, Dallas, Texas 75247, and the address of Mercantile National Bank at Dallas is 1704 Main Street, Dallas, Texas 75201.

The railroad equipment covered by the Equipment Trust Agreement is described in Exhibit A hereto, and the railroad equipment covered by the Assignment and the Bill of Sale is described in Exhibit B hereto.

Enclosed is a check to cover the recordation fee.

You are hereby authorized to deliver two executed copies of the Equipment Trust Agreement, the Assignment and the Bill of Sale, with filing data noted thereon, following recordation thereof, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, who is delivering this letter and said enclosures to you.

Very truly yours,

TRINITY INDUSTRIES LEASING COMPANY

By E. B. Breeding
Vice President

EXHIBIT A

Description of Trust Equipment

Quantity and Type	Class	Capacity In Gallons	Initialed Car Numbers	Date of Earliest Service	Term of Lease	Monthly Rental
120 tank cars	112J340W	34,000 gal.	TILX 300000-300119	October '79	12 years	$ 69,000
355 covered hopper cars	LO	4,750 cu. ft.	TILX 511000-511018 TILX 510100-510404 TILX 510532-510562	October '79	12 years	168,625
60 tank cars	112J340W	34,000 gal.	TILX 300120-300179	December '79	15 years	35,100
50 tank cars	111A100W3	23,635 gal.	TILX 260000-260049	December '79	10 years	23,500
25 tank cars	111A100W1	30,000 gal.	TILX 190000-190024	January '80	15 years	11,175
35 tank cars	112J340W	34,000 gal.	TILX 300265-300299	January '80	10 years	21,000
20 tank cars	112J340W	34,000 gal.	TILX 300180-300199	December '79	10 years	11,700
65 tank cars	112J340W	34,000 gal.	TILX 300200-300264	January '80	15 years	38,025
150 covered hopper cars	LO	4,750 cu. ft.	TILX 510620-510669 TILX 511359-511458	December '79	10 years	71,250
10 covered hopper cars	LO	4,750 cu. ft.	TILX 510601-510610	December '79	10 years	4,750
135 covered hopper cars	LO	4,750 cu. ft.	TILX 511019-511038 TILX 510704-510753 TILX 510800-510845 TILX 510847-510865	October '79	10 years	64,125

EXHIBIT B

Quantity and Type	Class	Capacity in Gallons	Initialed Car Numbers
31 tank cars	112J340W	34,000 gal.	TILX 300000-300030

2939A

Interstate Commerce Commission
Washington, D.C. 20423

1/22/80

OFFICE OF THE SECRETARY

Mr. Breeding:
Trinity Industries Leasing Company
4001 Irving Blvd.
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 **1/22/80** at **9:20am** , and assigned re-recordation number(s). **11400, 11400-A & 11400-B**

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 11400 Filed 1425

JAN 22 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

TRINITY INDUSTRIES LEASING COMPANY

EQUIPMENT TRUST

(Series 1)

EQUIPMENT TRUST AGREEMENT

Dated as of January 15, 1980

Between

MERCANTILE NATIONAL

BANK AT DALLAS,

as Trustee

and

TRINITY INDUSTRIES LEASING COMPANY

Not exceeding $40,000,000
10⅝% Equipment Trust Certificates
Due January 31, 1995 (Series 1)

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Exhibit A - Description of Trust Equipment
Exhibit B - Description of Existing Leases
Exhibit C - Form of Assignment of Existing Leases

EQUIPMENT TRUST AGREEMENT dated as of January 15, 1980 (herein called "this Agreement"), between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, as Trustee (herein called the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Texas (herein called the "Company").

WHEREAS, the Company has agreed to cause to be sold, transferred and delivered to the Trustee the railroad equipment described herein; and

WHEREAS, title to such railroad equipment is to be vested in and is to be retained by the Trustee, and such railroad equipment is to be leased to the Company hereunder, all subject to the Existing Leases (as defined in Section 1.01) between the Company and various lessees, which Existing Leases are to be assigned to the Trustee pursuant to Assignments (as defined in Section 1.01) until title is retransferred to the Company under the provisions hereof; and

WHEREAS, Trinity Industries Leasing Company 10⅝% Equipment Trust Certificates due January 31, 1995 (Series 1) (herein called the "Trust Certificates"), are to be issued and sold in an aggregate principal amount not exceeding $40,000,000, and the aggregate proceeds (excluding accrued interest, if any) of such sale which shall equal the aggregate principal amount of the Trust Certificates so issued and sold, shall constitute a fund to be known as the Trinity Industries Leasing Company Equipment Trust (Series 1) to be delivered by the Trustee from time to time to the Company to reimburse the Company for up to 80% of the Cost of the Trust Equipment, the remainder of the Cost of the Trust Equipment to be paid by the Company as provided herein; and

WHEREAS, the text of the Trust Certificates and the guaranty endorsed thereon are to be substantially in the following forms:

[FORM OF TRUST CERTIFICATE AND GUARANTY]

$ _____ No. _____

TRINITY INDUSTRIES LEASING COMPANY

10⅝% EQUIPMENT TRUST CERTIFICATE

Due January 31, 1995

(Series 1)

Total Authorized Issue $40,000,000

MERCANTILE NATIONAL BANK AT DALLAS, *Trustee*

MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, Trustee (herein called the Trustee) under an Equipment Trust Agreement (herein called the Agreement) dated as of January 15, 1980, between the Trustee and TRINITY INDUSTRIES LEASING COMPANY, a Texas corporation (herein called the Company), hereby certifies that

, or registered assigns is entitled to an interest of $ in Trinity Industries Leasing Company Equipment Trust (Series 1) payable January 31, 1995, upon surrender of this Certificate to the Trustee at its principal corporate office in Dallas, Texas, and to interest on the amount of unpaid principal, payable on the last day of the months of July and January in each year (herein called

Interest Payment Dates), *except* as otherwise stated in Section 2.02 of the Agreement, at the rate of 10⅝% per annum from the date hereof until all of the unpaid principal amount represented by this Certificate shall have become due, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 11⅝% per annum. The interest so payable on any Interest Payment Date will be paid to the person in whose name the Certificate (or one or more Predecessor Certificates as defined in the Agreement) is registered at the close of business on the fifteenth day of July and January (whether or not a business day), as the case may be, next preceding such Interest Payment Date. Subject to Section 2.02 of the Agreement, payment of the principal of and interest on the Certificate will be made at said office of the Trustee in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, but only from and out of rentals or other monies received by the Trustee and applicable to such payment under the provisions of the Agreement. Interest shall be computed hereunder on the basis of a 360-day year consisting of twelve 30-day months.

This Certificate is one of an authorized issue of Trust Certificates in an aggregate amount not exceeding $40,000,000, all maturing on January 31, 1995, and issued or to be issued under the Agreement pursuant to which certain railroad equipment leased to the Company (or cash, letters of credit or obligations defined in the Agreement as "Investment Securities" in lieu thereof, as provided in the Agreement) is held by the Trustee in trust for the equal and ratable benefit of the registered holders from time to time of the Trust Certificates issued thereunder. Reference is made to the Agreement (copies of which are on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof, to all of which the registered holder hereof, by accepting this Certificate, assents.

As a compulsory sinking fund for the Trust Certificates, the Agreement provides for the payment by the Company to the Trustee, on or before the last day of January of each year, commencing January 31, 1981, and continuing to and including January 31, 1995, of rental in an amount sufficient to redeem 1/15th of the aggregate principal amount of the Trust Certificates outstanding on January 15, 1981, in accordance with Section 5.04(b)(4) of the Agreement. As more fully provided in the Agreement, the Trust Certificates are subject to redemption through the application of such rental on the last day of January of each year, commencing January 31, 1981 and continuing to and including January 31, 1995, on not less than 30 days prior notice given as provided in the Agreement, at 100% of the principal amount thereof, together with accrued and unpaid interest to the date fixed for redemption.

The Trust Certificates are issuable as fully registered Trust Certificates in denominations of $10,000 or greater. Trust Certificates may be exchanged for one or more Trust Certificates of authorized denominations of the same aggregate unpaid principal amount upon presentation thereof for such purpose at said offce of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges as provided in the Agreement.

As provided in Section 2.05 of the Agreement, this Certificate is transferable (i) by endorsement or assignment, upon the delivery of this Certificate to or on behalf of the transferee, and it is not necessary to surrender this Certificate to the Trustee in connection with any transfer hereof, or (ii) by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender to the Trustee at its said office of this Certificate accompanied by a written instrument of transfer duly executed by the registered holder in person or by such attorney, in form satisfactory to the Trustee, and thereupon, in connection with a transfer pursuant to this clause (ii), a

new Trust Certificate or Certificates in authorized denominations for the same aggregate unpaid principal amount will be issued to the transferee in exchange herefor and, if less than the then entire unpaid principal amount hereof is transferred, a Trust Certificate for the remainder will be issued to the transferor. Prior to due presentment of this Certificate for registration of transfer, the Trustee and the Company may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and interest and for all other purposes and shall not be affected by any knowledge or notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) the principal amount represented by this Certificate may become or be declared due and payable in the manner and with the effect provided in the Agreement.

This Certificate shall not be valid or become obligatory for any purpose until it has been manually attested by an authorized officer of the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by one of its authorized officers by such officer's signature or a facsimile thereof and its corporate seal or a facsimile thereof to be hereto affixed or hereon imprinted and to be attested by one of its authorized officers by such officer's signature.

Dated _____, 19

MERCANTILE NATIONAL BANK
AT DALLAS, *Trustee*

Attest:

By _____
Authorized Officer

_____

GUARANTY

For value received, Trinity Industries Leasing Company (the "Company"), as primary obligor and not as surety merely, hereby fully, unconditionally and irrevocably guarantees to each holder of this Certificate the payment of the principal of, and interest at the rate of 10⅝% per annum on, this Certificate (including, to the extent not prohibited by law, interest at the rate of 11⅝% per annum on overdue principal and interest), when and as the same shall become due and payable, whether at maturity, upon mandatory redemption, by declaration of acceleration or otherwise, in accordance with the terms of this Certificate and the Agreement.

All payments to be made by or on behalf of the Company under this Guaranty shall be made in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, in the manner and as provided in this Certificate.

No compromise, alteration, amendment, modification, extension, renewal, release, waiver or other change of, or delay or omission or failure to act in respect of, any of the terms, covenants or conditions of this Certificate, the Agreement or any other document referred to therein shall in any way alter or affect any of the obligations of the Company under this Guaranty.

This Guaranty is (i) an absolute, present and continuing guaranty of payment and not of collectibility and is in no way conditioned or contingent upon any attempt to collect from the Trustee or to realize upon any security provided therefor, or upon any other condition or contingency and (ii) an independent obligation of the Company and is not in any way conditioned or contingent upon the validity or enforceability of the rental obligations pursuant to Section 5.04 of the Agreement.

The holder of this Certificate shall have the right to protect and enforce its rights under this Guaranty by suit in equity or action at law or by other appropriate proceedings, whether for the specific performance of any guaranties, covenants or agreements contained in this Guaranty or in aid of the exercise of any power granted in this Guaranty or in the Agreement, or to take any action authorized or permitted under applicable law, and shall be entitled to require and enforce the performance of all acts and things required to be performed under this Guaranty or under the Agreement by the Company with respect to this Certificate. No remedy conferred on any such holder under this Guaranty or otherwise is intended to be exclusive of any other remedy of any such holder against the Company, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given in this Guaranty or under the Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

This Guaranty shall be deemed to be a contract made under the laws of the State of New York for all purposes, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Company has caused this Guaranty on this Certificate to be duly executed by an officer thereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

[Corporate Seal]

TRINITY INDUSTRIES LEASING COMPANY

Attest:

By _____

_____

WHEREAS, it is desired to secure the holders of the Trust Certificates in the payment of the principal thereof, as hereinafter more particularly provided, with interest thereon, as hereinafter provided, payable semi-annually on the last day of July and January in each year, and to evidence the rights of the holders of the Trust Certificates in substantially the form hereinbefore set forth;

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

ARTICLE ONE

Definitions

Section 1.01. *Definitions.* The following terms (*except* as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement shall have the respective meanings hereinafter specified.

actual fair value of any unit of Trust Equipment shall be the value which would obtain in an arm's length transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) and an informed and willing seller under no compulsion to sell (and in such determination, costs of removal from the location of current use shall not be a deduction from such value).

Affiliate of any corporation shall mean any corporation which, directly or indirectly, controls or in controlled by, or is under direct or indirect common control with, such corporation. For the purposes of this definition, *control* (including *controlled by* and *under common control with*), as used with respect to any corporation, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise.

Assignments shall mean assignments by the Company to the Trustee of the Existing Leases and of other leases permitted by Section 5.09, substantially in the form annexed hereto as Exhibit C.

Company shall mean Trinity Industries Leasing Company and any successor or successors to it complying with the provisions of Section 5.09 and Section 7.04.

Corporate Trust Office shall mean the principal office of the Trustee in Dallas, Texas, at which the corporate trust business of the Trustee shall, at the time in question, be administered, which office is, at the date of execution of this Agreement, located at 1704 Main Street, Dallas, Texas 75201.

Cost, when used with respect to Equipment, shall mean the actual cost thereof to the Company (including direct cost of labor and material, reasonable overhead and reasonable manufacturing profit to the manufacturer if purchased from an Affiliate of the Company), and shall be determined at the time the Equipment is purchased by the Company, but in no event shall such actual cost exceed the cost of comparable Equipment which would obtain in an arm's-length transaction determined as provided in the definition in this Section 1.01 for "actual fair value."

Deposited Cash shall mean the aggregate of (a) cash on deposit with or to the credit of the Trustee as provided in Section 2.01 and, when required or indicated by the context, any Investment Securities purchased by the use of such cash pursuant to the provisions of Section 9.05, and (b) any sums restored to Deposited Cash from rentals pursuant to Section 5.04(b)(1)(B) and on deposit with or to the credit of the Trustee.

Engineer's Certificate shall mean when required from the Company a certificate signed by a person appointed by the Company who shall be an engineer, appraiser or other person knowledgeable as to the value of railroad equipment and who may be in the employ of the Company or any Affiliate of the Company.

Equipment shall mean standard-gauge rail tank and hopper cars which, in the case of the Equipment specified in Exhibit A, shall be Equipment first put into service as new Equipment on or after the dates specified in Exhibit A and, in the case of other Equipment, shall be Equipment first put into service as new Equipment on or after July 1, 1979.

Event of Default shall mean any event specified in Section 6.01 to be an Event of Default.

Existing Leases shall mean (a) the leases referred to in Exhibit B hereto and (b) other leases entered into after the date hereof and prior to April 30, 1980, which have been approved as to form and substance by Purchasers which have purchased or are committed to purchase at least 66 2/3% of the total principal amount of the Trust Certificates authorized hereunder pursuant to the Purchase Agreement, and cover Equipment, whether or not such Equipment was specified in Exhibit A as of the date of execution hereof; *provided, however,* that any lessee under an Existing Lease not referred to in Exhibit B hereto shall have a Moody's Bond Rating of Baa or better (or its Existing Lease shall be guaranteed by another corporate entity having a Moody's Bond Rating of Baa or better), unless such lessee is specifically approved by such Purchasers after a Request therefor from the Company, and that any Existing Lease not referred to in Exhibit B hereto and guaranty shall have been specifically approved by such Purchasers after a Request therefor from the Company.

Funded Indebtedness shall mean and include, as of any date as of which the amount thereof is to be determined, all indebtedness of a person, whether secured or unsecured, which by its terms has a final maturity, duration or payment date more than one year from the date on which Funded Indebtedness is to be determined, excluding that portion of the principal of such indebtedness which is due within one year from such date of determination, but including, however, any indebtedness of such person having a final maturity, duration or payment date within one year from such date, which pursuant to the terms of a revolving credit or similar agreement or otherwise, may be renewed or extended at the option of such person for more than one year from such date, whether or not theretofore renewed or extended.

Guaranties shall mean the Guaranties of the Company to the effect set forth in the fourth recital of this Agreement, endorsed upon each of the Trust Certificates in the manner provided in Section 7.06.

holder, when used with respect to Trust Certificates, shall mean the registered holder of such Trust Certificates and shall include the plural as well as the singular number, *except* that until a particular Trust Certificate has been registered, the term holder shall mean the person in whose name such Trust Certificate was issued, and *except* that until May 1, 1980 each of the Purchasers shall be deemed to be the holder of the aggregate principal amount of Trust Certificates which such Purchaser has purchased or committed to purchase pursuant to the Purchase Agreement.

Institutional Investor means any of the following persons existing under laws of the United States or any state thereof: (i) any bank, trust company or national banking association, acting for its own account or in a fiduciary capacity, (ii) any charitable foundation the net assets of which exceed $50,000,000, (iii) any insurance company, (iv) any pension or retirement trust or fund for which any bank, trust company, national banking association, or investment advisor registered under the Investment Advisers Act of 1940, as amended, is acting as trustee or agent, (v) any college or university, (vi) any government, any public employees' pension or retirement system, or any other governmental agency supervising the investment of public funds.

Interest Payment Dates shall mean the last day of July and January in each year.

Investment Securities shall mean (a) bonds, notes or other debt securities which are issued by the United States of America or by any agency thereof and which are guaranteed as to principal and interest by the United States of America; (b) bonds, notes and other debt securities which are direct obligations of any state or territory of the United States of America or of any county, city, district or other subdivision of any such state or territory, having either of the two highest ratings by Moody's Investor's Service, Inc., Standard & Poor's Corporation or Fitch Municipal Bond Rating Service, *provided* that such security shall mature within 12 months of the date when it is purchased by the Trustee; (c) open market commercial paper, rated A-1 by Standard & Poor's Corporation, of a domestic corporation having a net worth of not less than $100,000,000, *provided* such commercial paper matures not more than one year from the date of its issuance, and (d) certificates of deposit of or time deposits in banks or trust companies incorporated and doing business under the laws of the United States of America or one of the states thereof having a capital and surplus and undivided profits aggregating at least $100,000,000, *provided* that such certificate of deposit or time deposit matures within 12 months of the date of its purchase by the Trustee.

Letter of Credit shall mean a commercial letter of credit issued by a bank organized and doing business under the laws of the United States of America or of any state thereof, having a combined capital and surplus and undivided profits of at least $100,000,000, which letter of credit shall (a) be irrevocable (even if the Company fails to pay any applicable commitment fee or other applicable amount) until such time as the Company is entitled to its return pursuant to the provisions of Section 5.05 or Section 6.01(a)(ii), (b) provide for the unconditional payment by the issuer thereof to the Trustee upon demand by the Trustee, after the occurrence and during the continuance of an Event of Default, of an amount not less than the face amount of such letter of credit, (c) provide that the issuer of such letter of credit shall have recourse only against the Company in respect of any payment to the Trustee by such issuer, and (d) if the face amount of such letter of credit exceeds $1,000,000, be accompanied by an opinion of counsel for the bank which opinion (in form and substance) and counsel shall be acceptable to the Trustee, to the effect that (i) such letter of credit has been duly authorized, executed and delivered by the issuer thereof and is a legal, valid and binding obligation of such issuer, enforceable against such issuer in accordance with its terms, complies with the requirements of this Agreement and irrevocably and unconditionally provides for full payment of the face amount of such letter of credit, upon the demand of the Trustee after the occurrence and during the continuance of an Event of Default, (ii) such issuer has all corporate power and authority to issue and deliver, and to make payments under, such letter of credit; and (iii) upon the making of any payment under such letter of credit, the sole recourse of the issuer thereof in connection with any claim with respect to such payment would be against the Company, and such issuer would not have any recourse against the Trustee or any holder of the Trust Certificates.

Officer's Certificate shall mean a certificate signed by the President or any Vice President or by the Treasurer of the Company or, if delivered pursuant to the Purchase Agreement, of Trinity or the Company, as the case may be. Each such certificate shall include the statements provided for in Section 10.02 if and to the extent required by the provisions thereof.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel (who may be an employee of or counsel to the Company), *provided* that any such legal counsel shall be satisfactory to the Trustee. Each such opinion shall include the statements provided for in Section 10.02 if and to the extent required by the provisions thereof. The acceptance by the Trustee of, and its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Trustee.

Original Issue Date of any particular Trust Certificate shall mean the earlier of (a) the date of such Trust Certificate or (b) the date of the first Predecessor Certificate issued to evidence all or a portion of the same interest in the trust created hereunder as that evidenced by such particular Trust Certificate; *provided* that, if Predecessor Certificates of such particular Trust Certificate have different Original Issue Dates, the portions of such particular Trust Certificate attributable to such Predecessor Certificates shall be deemed to have such different Original Issue Dates.

outstanding, when used with reference to Trust Certificates, shall mean, as of any particular time, all Trust Certificates authenticated and delivered by the Trustee under this Agreement *except*

(a) Trust Certificates then or theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Trust Certificates for the payment or redemption of which monies in the necessary amount shall have been deposited in trust with the Trustee; *provided* that, if such Trust Certificates are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article Three or provisions satisfactory to the Trustee shall have been made for giving such notice; and

(c) Trust Certificates in lieu of or in substitution for which other Trust Certificates shall have been executed and delivered pursuant to the terms of Section 2.06, unless proof satisfactory to the Trustee is presented that any such Trust Certificates are held by holders in due course.

Purchase Agreement shall mean the Purchase Agreement dated as of January 15, 1980, among the Company, Trinity and the Purchasers.

Purchasers shall mean the institutional investors named in Schedule A to the Purchase Agreement and their successors and assigns.

Predecessor Certificates of any particular Trust Certificate shall mean every previous Trust Certificate evidencing all or a portion of the same interest in the trust created hereunder as that evidenced by such particular Trust Certificate; and, for the purposes of this definition, any Trust Certificate executed and delivered under Section 2.06 in lieu of a lost, destroyed, mutilated or stolen Trust Certificate shall be deemed to evidence the same interest in the trust created hereunder as the lost, destroyed, mutilated or stolen Trust Certificate.

Redemption Date shall mean the last day of January in each year, commencing January 31, 1981 and continuing to and including January 31, 1995.

Request shall mean a written request for the action therein specified, delivered to the Trustee, dated not more than ten days prior to the date of delivery to the Trustee and signed on behalf of the Company by the President or a Vice President of the Company.

Responsible Officer shall mean with respect to the Trustee, the chairman of the board of directors, the president, every vice president, the cashier, and every other officer or assistant officer of the Trustee other than those specifically mentioned above, to whom any corporate trust matter is referred because of his knowledge of, or familiarity with, the particular subject, or, with respect to the Company, the president, a senior vice president, a vice president or the treasurer.

Special Counsel shall mean the special counsel for the Purchasers, named in the Purchase Agreement, or any other counsel of nationally recognized standing which is knowledgeable in

matters involving the federal securities laws and has been approved by the holders of at least 25% in aggregate unpaid principal amount of the outstanding Trust Certificates.

Trinity shall mean Trinity Industries, Inc., a Texas corporation.

Trinity Agreement shall mean the Fixed Charge Coverage Agreement dated as of January 15, 1980, between Trinity and the Company, for the benefit of, among others, the Trustee and the holders of the Trust Certificates, in substantially the form attached to the Purchase Agreement as Annex II thereto.

Trust Certificates shall mean Trinity Industries Leasing Company 10⅝% Equipment Trust Certificates due January 31, 1995 (Series 1), issued hereunder.

Trust Equipment shall mean all Equipment at any time subject to the terms of this Agreement.

Trustee shall mean Mercantile National Bank at Dallas, a national banking association, and, subject to the provisions of Article Nine, any successor as trustee hereunder.

The words herein, hereof, hereby, hereto, hereunder and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

ARTICLE TWO

Trust Certificates and Issuance Thereof

Section 2.01. *Issuance of Trust Certificates.* The aggregate proceeds from the sale of any of the Trust Certificates shall, forthwith upon the sale thereof, be deposited in cash with the Trustee and thereupon, the Trustee shall issue and deliver, as the Company shall direct by Request, Trust Certificates in the aggregate principal amount so sold. The aggregate principal amount of Trust Certificates which shall be issued and delivered by the Trustee hereunder shall not exceed $40,000,000, *except* as provided in Sections 2.05, 2.06 and 3.02.

Section 2.02. *Interests Represented by Trust Certificates; Maturity; Interest; Denominations.* (a) Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder.

(b) The Trust Certificates shall mature on January 31, 1995. The Trust Certificates shall be in denominations of $10,000 or greater.

(c) Subject to Section 2.05(f), each of the Trust Certificates shall be dated the date of its issuance and delivery by the Trustee, and, *except* as provided in this Section 2.02, shall bear interest on the principal amount specified therein, payable semi-annually on the Interest Payment Dates in each year, at the rate of 10⅝% per annum from the date of such Trust Certificate until the principal amount represented by such Trust Certificate shall have become due, with interest on any overdue principal and interest, to the extent legally enforceable, at the rate of 11⅝% per annum. The person in whose name any Trust Certificate is registered at the close of business on any record date (as hereinafter defined) with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Trust Certificate upon any registration of transfer or exchange subsequent to such record date and prior to such Interest Payment Date. The term "record date" as used in this Section 2.02 with respect to any Interest Payment Date shall mean the fifteenth day of July and January (whether or not a business day), as the case may be, next preceding such Interest Payment Date.

(d) The principal and interest on the Trust Certificates shall be payable at the Corporate Trust Office in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. Notwithstanding the provisions of the preceding sentence of this Section 2.02(d), in the case of payments of principal and interest to be made on a Trust Certificate not then to be paid in full, upon Request and deposit with the Trustee of an agreement of the holder of such Trust Certificate obligating such holder, prior to any transfer or other disposition thereof, to surrender the same to the Trustee for notation thereon of the installments of principal amount represented thereby theretofore paid in whole or in part, the Trustee will mail its check on the date each such payment is due to such registered holder at his address shown on the registry books maintained by the Trustee; *provided, however,* that the foregoing provisions of this Section 2.02(d) shall not apply to any of the Purchasers or to any other Institutional Investor which purchases $100,000 or more in aggregate unpaid principal amount of outstanding Trust Certificates from any Purchaser or Purchasers, and the Company shall direct the Trustee by Request to make payments of principal and interest to the Purchasers, or such other Institutional Investor, by check payable in, or by wire transfer of, federal funds (and the Company shall make such funds available to the Trustee) at their respective principal or "home office" addresses or specified bank accounts which shall be supplied to the Trustee by the Company. The Trustee shall be entitled to rely on the respective "home office" addresses or specified bank accounts supplied to it by the Company until it shall have received actual notice of a new or otherwise different "home office" address or specified bank account at which payments pursuant to this Section 2.02(d) shall be made.

Section 2.03. *Form of Trust Certificates.* The Trust Certificates shall be in substantially the form hereinbefore set forth.

Section 2.04. *Execution by Trustee.* The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual or the facsimile signature of one of its authorized officers and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by the manual signature of one of its authorized officers. In case any officer of the Trustee whose signature, whether facsimile or not, shall appear on any of the Trust Certificates, shall cease to be such officer of the Trustee before the Trust Certificates shall have been issued and delivered by the Trustee or shall not have been acting in such capacity on the date of the Trust Certificates, such Trust Certificates may be adopted by the Trustee and be issued and delivered as though such person had not ceased to be or had been such officer of the Trustee.

Section 2.05. *Characteristics of Trust Certificates.* (a) Each Trust Certificate shall be registered, as to both principal and interest, in the name of the holder and, subject to the provisions of Section 2.07, shall be transferable (i) by endorsement or assignment, upon the delivery of such Trust Certificate to or on behalf of the transferee, and it is not necessary to surrender such Trust Certificate to the Trustee in connection with any transfer thereof, or (ii) upon presentation and surrender thereof for registration of transfer at the Corporate Trust Office accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Trust Certificates or by a duly authorized attorney, in form satisfactory to the Trustee.

(b) Trust Certificates may be exchanged for one or more Trust Certificates of authorized denominations of the same aggregate unpaid principal amount at the Corporate Trust Office.

(c) Anything contained herein to the contrary notwithstanding, prior to due presentment for registration of transfer thereof, the parties hereto may deem and treat the registered holder of any

Trust Certificate as the absolute owner of such Trust Certificate for all purposes and shall not be affected by any knowledge or notice to the contrary.

(d) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration and registration of transfer of the Trust Certificates.

(e) No service charge shall be made for any registration of transfer or exchange of Trust Certificates, but for any registration of transfer or exchange the Trustee shall require the payment of a sum sufficient to reimburse it for any tax or other governmental charge connected therewith.

(f) Each Trust Certificate delivered pursuant to any provision of this Agreement in exchange for or substitution for, or upon the registration of transfer of, the whole or any part, as the case may be, of one or more Trust Certificates shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by the whole or such part, as the case may be, of such one or more other Trust Certificates, and, notwithstanding anything contained in this Agreement, such Trust Certificates shall be so dated that neither gain nor loss in interest shall result from such exchange, substitution or registration of transfer.

(g) The Trustee shall not be required (1) to issue, register a transfer of, or exchange any Trust Certificate during a period beginning at the opening of business 15 days before the selection of Trust Certificates to be redeemed and ending at the close of business on the day of the mailing of the relevant notice of redemption pursuant to Section 3.02 or (2) to register a transfer of, or exchange, any Trust Certificates called or being called for redemption in whole or in part *except* as provided in Section 3.02.

Section 2.06. *Replacement of Lost Trust Certificates.* In case any Trust Certificate shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth and not otherwise, the Trustee shall execute, issue and deliver a new Trust Certificate of like tenor and date, and bearing such identifying number or designation as the Trustee may determine, in exchange and substitution for, and upon cancellation of, the mutilated or defaced Trust Certificate, or in lieu of or in substitution for the same if lost, destroyed or stolen. The applicant for a new Trust Certificate shall furnish to the Trustee and the Company evidence to their satisfaction of the loss, destruction or theft of such Trust Certificate alleged to have been lost, destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Trust Certificate, and also shall furnish such security or indemnity as may be required by the Trustee in its discretion, and shall pay all expenses and charges of such substitution or exchange; *provided, however,* if such applicant shall be one of the Purchasers, or any other Institutional Investor having net assets in excess of $100,000,000 which purchases $100,000 or more in aggregate unpaid principal amount of outstanding Trust Certificates from any Purchaser or Purchasers, such applicant's written agreement to indemnify the Company and the Trustee against any liability or loss resulting from such substitution or exchange shall satisfy the requirements of this sentence. All Trust Certificates are held and owned upon the express condition that the foregoing provisions are exclusive in respect of the replacement of mutilated, defaced, lost, destroyed or stolen Trust Certificates and shall preclude any and all other rights and remedies, any law or statute now existing or hereafter enacted to the contrary notwithstanding.

Section 2.07. *Restrictions on Transfer of Trust Certificates.* Each purchaser of Trust Certificates from the Trustee shall represent at the time of purchase that such Trust Certificates are not being acquired with any view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "1933 Act"), or the General Rules and Regulations (the "Rules")

promulgated thereunder, but subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be within its control. Neither such purchaser nor any subsequent transferee of any Trust Certificates shall sell or otherwise dispose of any such Trust Certificates *except* in accordance with the 1933 Act, the Rules and this Agreement, and the Trustee shall not be obligated to effect a registration of transfer of any such Trust Certificates without having received an opinion of Special Counsel or of counsel satisfactory to it that the proposed disposition may be effected without violation of the 1933 Act, the Rules and this Agreement.

ARTICLE THREE

Redemption of Trust Certificates

Section 3.01. *Mandatory Redemption and Redemption Price.* The Trust Certificates shall be redeemed pro rata through the application of the rental payable to the Trustee pursuant to Section 5.04(b)(4), on the last day of January of each year commencing January 31, 1981, and continuing to and including January 31, 1995 at the redemption price of 100% of the principal amount thereof, together with accrued and unpaid interest to the date fixed for redemption.

Section 3.02. *Selection of Trust Certificates for Sinking Fund Redemption; Notice of Redemption.* (a) On or before the last day of December next preceding each Redemption Date, the Trustee shall select for redemption from the holders thereof pro rata a principal amount of Trust Certificates so as to exhaust the amount of rental to be paid by the Company to it in cash pursuant to Section 5.04(b)(4) on the next succeeding Redemption Date. The amount to be paid on each such redemption of such Trust Certificates shall be applied to all outstanding Trust Certificates in proportion as nearly as practicable to the respective unpaid principal amounts of the outstanding Trust Certificates.

(b) The Trustee shall mail a notice of redemption at least 30 days prior to each sinking fund Redemption Date to the holders of the Trust Certificates so to be redeemed in whole or in part, at their last addresses as they shall appear upon the registry books; but failure to give or receive such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of Trust Certificates.

(c) The notice of redemption shall specify the date for redemption and shall state that, subject to Section 2.02, payment of the principal amount of Trust Certificates or portions thereof to be redeemed (together with all accrued and unpaid interest thereon) will be made at the Corporate Trust Office upon presentation and surrender of such Trust Certificates, that accrued interest to the date fixed for redemption will be paid as specified in said notice, and that from and after said date, interest thereon or on the portions thereof to be redeemed will cease to accrue. The notice of redemption shall also state the aggregate principal amount of Trust Certificates to be redeemed and the serial numbers thereof; and in case there shall have been selected as aforesaid less than the entire principal amount of any Trust Certificate, the notice shall specify the serial number of such Trust Certificate and the principal amount thereof called for redemption, and shall state that on and after the Redemption Date, upon surrender of such Trust Certificate, the holder will receive the redemption price in respect of the principal amount thereof called for redemption and, without charge, a new Trust Certificate for the principal amount thereof remaining unredeemed. The serial numbers of any Trust Certificates to be redeemed, required to be included in any such notice, may be stated in any one or more of the following ways: individually; in groups from one number to another number, both inclusive, *except* such as shall previously have been called for redemption or otherwise retired; or in such other manner as the Trustee may deem appropriate.

Section 3.03. *Payment of Trust Certificates Called for Redemption.* (a) The Company on or before the Redemption Date specified in the notice of redemption having deposited with the Trustee an amount in cash sufficient to redeem all the Trust Certificates or portions thereof called for redemption, the Trust Certificates or portions thereof called for redemption shall become due and payable on such Redemption Date, subject to Section 2.02, at the Corporate Trust Office, and from and after such redemption date, interest on such Trust Certificates or portions thereof shall cease to accrue (*provided,* as set forth herein, that the Company has deposited amounts sufficient for such redemption with the Trustee as provided herein), and such Trust Certificates or portions thereof shall no longer be deemed to be outstanding hereunder and shall cease to be entitled to the benefit of this Agreement *except* to receive payment from the monies reserved therefor in the hands of the Trustee. The Trustee shall hold the redemption monies in trust for the holders of the Trust Certificates or portions thereof called for redemption and, subject to Section 2.02, shall pay the same to such holders respectively upon presentation and surrender of such Trust Certificates.

(b) All Trust Certificates redeemed and paid under this Article Three shall be cancelled by the Trustee, subject to Section 2.02, and no Trust Certificates shall be issued hereunder in place thereof. At the written request of the Company, the Trustee shall deliver to the Company cancelled Trust Certificates or shall destroy cancelled Trust Certificates held by it and deliver a certificate of destruction to the Company.

ARTICLE FOUR

Acquisition of Trust Equipment by Trustee

Section 4.01. *Acquisition of Equipment by Trustee.* (a) The Company shall, from time to time, cause to be sold, assigned and transferred to the Trustee, as the Trustee for the holders of the Trust Certificates, the Equipment described in Exhibit A hereto. It is understood that the Company will purchase all or a substantial part of such Equipment from Trinity. Such Equipment shall be delivered to the person or persons designated by the Trustee as its agent or agents to receive such delivery (who may be one or more of the officers or agents of the Company) and the certificate of any such agent or agents as to such delivery shall be conclusive evidence of such delivery.

(b) In the event that the Company shall deem it necessary or desirable to procure for the use of the Company, and to include in the trust hereby created, other Equipment in lieu of or in addition to any of the Equipment specifically described in Exhibit A hereto prior to the delivery of such Equipment to the Trustee or its agent or agents, with the prior approval of such other Equipment by the holders of at least 66 2/3% in aggregate unpaid principal amount of the outstanding Trust Certificates after a Request therefor from the Company, the Company may cause to be sold, assigned and transferred to the Trustee such other Equipment, to be included under the trust hereby created.

Section 4.02. *Payment of Deposited Cash; Payment by the Company.* (a) From time to time, when and as any of the Trust Equipment shall have been delivered to the Trustee or its agent or agents pursuant to Section 4.01 and 4.03, the Trustee shall pay, upon Request, to the manufacturers or owners (or to the Company if it shall be the owner) of the delivered Trust Equipment out of Deposited Cash an amount not in excess of 80% of the aggregate Cost of all Trust Equipment then and theretofore delivered to the Trustee or its agent or agents pursuant to this Agreement, as specified in the Officer's Certificate furnished to the Trustee pursuant to Section 4.03(b).

(b) The Company covenants that, contemporaneously with any payment by the Trustee pursuant to this Section 4.02, if the seller of such delivered Trust Equipment shall not be the Company, the Company will either pay to the Trustee in cash an amount which will equal or exceed 20% of the aggregate Cost of such Trust Equipment (for payment over to such seller) or deliver to the Trustee an executed counterpart of a receipt from such seller evidencing the direct payment by the Company to such seller of not less than 20% of the aggregate Cost of such Trust Equipment.

Section 4.03. *Supporting Papers.* The Trustee shall not pay out any Deposited Cash against the delivery of any of the Trust Equipment unless and until it and each Purchaser which shall have requested copies thereof from the Company have received the following supporting papers which shall be in form and substance satisfactory to the Trustee and each of the Purchasers and their respective special counsel:

(a) A Certificate of the agent or agents designated by the Trustee to receive delivery of such Trust Equipment, stating that the Trust Equipment described and specified therein by number or numbers has been delivered to such agent or agents;

(b) An Officer's Certificate from the Company which shall state (i) that such Trust Equipment is Equipment as herein defined and has been marked in accordance with Section 5.07, (ii) that the Cost of such Trust Equipment is in an amount therein specified or is not less than the amount therein specified (which specified amount shall be deemed to be the Cost of such Trust Equipment for all purposes of this Agreement), (iii) the date each unit of such Trust Equipment was first put into use or that such unit was first put into use not earlier than a specified date, (iv) whether such Trust Equipment has been used or operated by a person or persons other than the Company, (v) whether such Trust Equipment is then subject to a lease and, if so, the name of each lessee (and if such Trust Equipment is not described in Exhibit A as of the date of execution hereof, that same is subject to an Existing Lease which has been approved in accordance with the provisions hereof as to form and substance, with the name of the lessee being specified, by Purchasers which have purchased or are committed to purchase at least 66 2/3% of the total principal amount of the Trust Certificates authorized hereunder pursuant to the Purchase Agreement), (vi) that no Event of Default has occurred and is continuing and (vii) that in the opinion of the signers, all conditions provided for in this Agreement relating to the payment in question, have been complied with;

(c) An Engineer's Certificate from the Company which shall state the actual fair value, in the opinion of the signer, of such Trust Equipment as of the date of the Request referred to in Section 4.02;

(d) A bill or bills of sale of such Trust Equipment (i) from the manufacturer of such Trust Equipment to the Company, and (ii) from the Company as owner thereof to the Trustee, which bill or bills of sale shall contain a warranty or guaranty to the Trustee that the title to the Trust Equipment described therein is in the Company and is free and clear of all liens and encumbrances (including any leasehold interest therein) other than Existing Leases, subleases permitted by Section 5.09 and any Assignment thereof and other than the rights of the Company hereunder;

(e) An Opinion of Counsel to the effect that (i) such bill or bills of sale have been duly authorized, executed and delivered and are valid and effective, either alone or in connection with any other instrument referred to in and accompanying such opinion, to vest in the Trustee the rights and interests to such Trust Equipment contemplated by this Agreement, free from all liens and encumbrances (including any leasehold interest therein) other than Existing Leases,

subleases (which shall be specified) permitted by Section 5.09 hereof and Assignments thereof and other than the rights and interests of the Company hereunder, and (ii) in the opinion of such counsel, all conditions precedent provided for in this Agreement, relating to the payment in question, have been complied with; and

(f) An opinion of Locke, Purnell, Boren, Laney & Neely (A Professional Corporation), counsel for the Company, to the effect that (i) all Assignments of the Existing Leases and any subleases (which shall be specified) permitted by Section 5.09 hereof of such Trust Equipment and any amendments or supplements thereto or hereto have been duly authorized, executed and delivered by the Company and constitute, insofar as the Company is concerned, legal, valid and binding obligations, enforceable against the Company in accordance with their respective terms, (ii) the Trustee is vested with all the right, title and interest of the Company in and to such Existing Leases, as amended or supplemented, purported to be assigned to the Trustee by the Assignments thereof, (iii) this Agreement and the Assignments and all amendments or supplements to any thereof have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act, as revised, and a financing statement covering such Assignments has been duly filed with the office of the Secretary of State of the State of Texas, and (iv) no other filing or recordation or deposit is necessary (or will be necessary in the future, except as stated in such opinion) for the protection of the rights of the Trustee in and to such Trust Equipment, such Existing Leases, subleases, such Assignments or this Agreement in any state of the United States of America or the District of Columbia.

Section 4.04. *Non-exclusive Nature of Obligations Hereunder.* Anything in this Agreement contained to the contrary notwithstanding, it is expressly understood that the Company and any Affiliate thereof may enter into and perform at any time and from time to time other equipment financing agreements of any type, including, but not limited to, other equipment trust agreements or conditional sale agreements with persons who may or may not be parties to this Agreement.

Section 4.05. *Relationship of Cost to Trust Certificates.* The Company will cause to be sold, assigned and transferred to the Trustee Equipment in such amount and of such Cost that the aggregate final Cost of the Trust Equipment will not be less than 125% of the aggregate principal of said Trust Certificates.

ARTICLE FIVE

Lease of Trust Equipment to the Company

Section 5.01. *Lease of Trust Equipment.* The Trustee does hereby let and lease to the Company all of the Trust Equipment for a term commencing on the date or dates of delivery of the Trust Equipment to the Trustee pursuant to Section 4.01 and ending on January 31, 1995.

Section 5.02. *Equipment Automatically Subjected.* As and when any Equipment shall from time to time be delivered hereunder to the Trustee or its agent or agents the same shall, *ipso facto,* and without further instrument of lease or transfer, pass under and become subject to all the terms and provisions hereof.

Section 5.03. *Substituted Equipment Subject Hereto.* In the event that the Company shall, as provided in Section 4.01, 4.03 or 5.06, cause to be transferred to the Trustee other Equipment in addition to or in substitution for any of the Equipment herein specifically described or subjected hereto, such other Equipment shall be included as part of the Trust Equipment by supplement

hereto to be executed by the Trustee and the Company and to be recorded with the Interstate Commerce Commission pursuant to the requirements of Section 11303 of the Interstate Commerce Act, as revised, and shall be subject to all the terms and conditions hereof in all respects as though it had been part of the Trust Equipment herein specifically described.

Section 5.04. *Rental Payments.* (a) The Company hereby accepts the lease of the Trust Equipment and covenants and agrees to accept delivery and possession hereunder of the Trust Equipment; and the Company covenants and agrees to pay to the Trustee at the Corporate Trust Office (or in the case of taxes, to the proper taxing authority), in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, rent hereunder which shall be sufficient to pay and discharge the items described in Section 5.04(b), when and as the same shall become due and payable (whether or not any of such items shall become due and payable prior to the delivery and lease to the Company of any of the Trust Equipment);

(b) The Company shall pay to the Trustee as hereinafter provided as rental for the Trust Equipment (notwithstanding that any of the Trust Certificates shall have been acquired by the Company or an Affiliate thereof or shall not have been presented for payment), the following:

(1) from time to time upon demand of the Trustee (A) the necessary and reasonable expenses of the trust created hereby, including compensation and expenses provided for herein, and (B) an amount equal to any expenses incurred or loss of principal (including interest accrued thereupon at the time of purchase) in connection with any purchase, sale, redemption or payment at maturity of Investment Securities;

(2) from time to time upon demand of the Trustee any and all taxes, assessments and governmental charges upon or on account of the income or property of the Trust, or upon or on account of this Agreement, which the Trustee as such may be required to pay;

(3) (A) the amounts of the interest payable on the Trust Certificates when and as the same shall become payable, and (B) interest at the rate of 11⅝% per annum from the due date, upon the amount of any installments of rental payable under this subparagraph (3) and the following subparagraphs (4) and (5) of this Section 5.04(b) which shall not be paid when due, to the extent legally enforceable;

(4) as a compulsory sinking fund for the Trust Certificates, on or before each Redemption Date commencing January 31, 1981, and continuing to and including January 31, 1995, an amount in cash sufficient to redeem in accordance with Section 3.01 hereof 1/15th of the aggregate principal amount of Trust Certificates outstanding on January 15, 1981; and

(5) the principal of the Trust Certificates (other than principal paid through operation of the compulsory sinking fund pursuant to Section 5.04(b)(4)), upon the maturity thereof, whether by declaration or otherwise.

(c) Nothing herein or in the Trust Certificates contained shall be deemed to impose on the Trustee or on the Company any obligation to pay to the holder of any Trust Certificate the amount of any tax, assessment or governmental charge required by any present or future law of the United States of America, or of any state, county, municipality or other taxing authorities thereof, to be paid in behalf of, or withheld from the amount payable to, the holder of any Trust Certificate.

(d) The Company shall not be required to pay any tax, assessment or governmental charge so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof,

provided that the rights or interests of the Trustee or the holders of the Trust Certificates will not be materially endangered thereby and the Company shall have furnished the Trustee with an Opinion of Counsel to such effect.

Section 5.05. *Termination of Lease.* At the termination of the lease provided herein and after all payments due or to become due from the Company hereunder shall have been completed and fully made to the Trustee (1) any monies remaining in the hands of the Trustee after providing for payment in full of all the outstanding Trust Certificates and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid back to the Company; (2) title to all the Trust Equipment shall vest in the Company; and (3) the Trustee shall execute for recordation in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon public records the Company's title to all the Trust Equipment under the laws of any jurisdiction; *provided, however,* that until that time title to the Trust Equipment shall not pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company.

Section 5.06. *Substitution and Replacement of Equipment.* (a) Upon Request from the Company, the Trustee shall at any time and from time to time, execute and deliver a bill of sale assigning and transferring (without warranties of any kind, except as to title, as to which the Trustee will give to the transferee referred to below substantially the same warranties as those given by the Company to the Trustee in the bill of sale described in Section 4.03(d)(ii)) to the transferee named in such Request all the right, title and interest of the Trustee in and to any or all of the Trust Equipment and such instruments for recordation in public offices, at the expense of the Company, as shall then be required by law in order to make clear upon public records the transferee's title, free from the lien of this Agreement and the transferee's right to collect rentals, free from the lien of any Assignment; *provided, however,* that none of the Trust Equipment shall be so assigned or transferred (*except* as provided in Section 5.05) unless, in accordance with this Section 5.06, simultaneously either (i) there shall be conveyed to the Trustee other Equipment of a fair value no less than the fair value (in each such case as such fair value is determined in accordance with Section 5.06(e)), as of the date of such Request, of the Trust Equipment so assigned or transferred by the Trustee, or (ii) there shall be paid to the Trustee in cash an amount no less than the fair value (as determined in accordance with Section 5.06(e)), as of the date of such Request, of the Trust Equipment so assigned or transferred by the Trustee, or (iii) there shall be provided to the Trustee a Letter of Credit for an amount no less than the fair value (as determined in accordance with Section 5.06(e)), as of the date of such Request, of the Trust Equipment so assigned or transferred by the Trustee; *provided further,* that should such transfer create a Collateral Deficiency as defined in Section 7.07, the Company shall pay to the Trustee in cash an additional amount as necessary to avoid the creation of the Collateral Deficiency, such cash to be held by the Trustee as additional security for the payment of the Trust Certificates until such time as the repayment of such cash or any portion thereof to the Company would not create a Collateral Deficiency, whereupon the Company may request the Trustee to repay such cash or portion thereof to the Company and the Trustee shall repay the same to the Company unless an Event of Default has occurred and is then continuing. Notwithstanding the foregoing provisions of this Section 5.06(a), prior to December 31, 1989, none of the Trust Equipment shall be so assigned or transferred pursuant to this Section 5.06(a) unless, immediately after giving effect to such assignment or transfer, there shall not have been so assigned or transferred in accordance with this Section 5.06 during the preceding portion of the calendar year in which such assignment or transfer is to occur Trust Equipment having an aggregate fair value (as determined in accordance with Section 5.06(e)(1) as of the respective dates of the assignment or transfer of such Trust Equipment)

in excess of 10% of the aggregate fair value of the Trust Equipment (as determined in accordance with Section 5.06(e)(1) as of the first day of such calendar year).

(b) At the time of delivery of any Request for assignment or transfer of Trust Equipment pursuant to Section 5.06(a), the Company shall, if other Equipment is to be conveyed to the Trustee in substitution for the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee and each Purchaser which shall have requested copies thereof from the Company the following papers:

(1) An Engineer's Certificate stating (i) the fair value, as of the date of said Request, of the Trust Equipment so to be assigned or transferred by the Trustee, (ii) that such assignment or transfer will not impair the security under this Agreement in contravention of the provisions hereof and (iii) the fair value of such substituted units of Equipment as of such date;

(2) An Officer's Certificate stating (i) the date each unit of Trust Equipment so to be assigned or transferred by the Trustee was first put into use (or that such unit was first put into use not later than a specified date), (ii) the original Cost of each unit of the Equipment so to be substituted and the day it was first put into use (or that such unit was first put into use not earlier than a specified date), (iii) whether such unit so to be substituted has been used or operated by a person or persons other than the Company, (iv) whether such unit so to be substituted is then subject to a lease and, if so, the name of the lessee and such other information as the Trustee may request to verify the compliance of such lease with Section 5.09, (v) that each such unit so to be substituted is Equipment as herein defined and has been marked in accordance with Section 5.07, (vi) that no Event of Default has occurred and is continuing and (vii) that in the opinion of the signers, all conditions precedent provided for in this Agreement relating to such substitution, have been complied with;

(3) A certificate and a bill or bills of sale in respect of such substituted Equipment as provided for in Sections 4.03(a) and (d); and

(4) An Opinion of Counsel to the effect that (i) such bill or bills of sale have been duly authorized, executed and delivered and are valid and effective, either alone or together with any other instruments referred to in and accompanying such opinion, to vest in the Trustee the rights and interests to such substituted Equipment contemplated by this Agreement, free from all liens and encumbrances (including any leasehold interest therein) other than Existing Leases, as amended, other subleases (which shall be specified) permitted by Section 5.09 and Assignments of such Existing Leases and such subleases, and other than the rights and interests of the Company hereunder, (ii) all such Assignments and any amendments or supplements thereto or hereto have been duly authorized, executed and delivered by the Company and constitute, insofar as the Company is concerned, legal, valid and binding obligations, (iii) the Trustee is vested with all the right, title and interest of the Company in and to such Existing Leases, as amended or supplemented, and such subleases, as amended or supplemented, purported to be assigned to the Trustee by such Assignments, (iv) such subleases, such Assignments and all amendments or supplements hereto and to any thereof have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act, as revised, and a financing statement covering such Assignments has been duly filed with the office of the Secretary of State of Texas, (v) no other filing or recordation or deposit is necessary (or will be necessary in the future, *except* as stated in such opinion) for the protection of the rights of the Trustee in and to such substituted Trust Equipment, such Existing Leases, such subleases or such Assignments in any state of the United

States of America or the District of Columbia, and (vi) all conditions precedent provided for in this Agreement with respect to such substitution have been complied with.

(c) At the time of delivery of any Request for assignment or transfer of Trust Equipment pursuant to Section 5.06(a), the Company shall, if cash and/or a Letter of Credit is to be paid and/or delivered to the Trustee in respect of the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee papers corresponding to those set forth in Section 5.06(b) insofar as they relate to the action requested.

(d) Cash or any Letter of Credit deposited with the Trustee pursuant to this Section 5.06 or pursuant to Section 5.08(a) shall, from time to time, be paid over or released, as the case may be, by the Trustee to the Company upon Request, against conveyance to the Trustee of Equipment having a fair value as of the date of said Request of not less than the amount of cash so paid or the amount of the Letter of Credit released and upon compliance by the Company with all of the provisions of Section 5.06(b) insofar as they relate to the action requested.

(e) For all purposes of this Section 5.06 and Section 5.08(a), fair value shall be determined as follows (and the manner of such determination shall be set forth in each Engineer's Certificate furnished in respect thereof):

(1) the fair value of any unit of the Trust Equipment assigned or transferred by the Trustee as provided in this Section 5.06, or worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise as set forth in Section 5.08(a), shall be deemed to be the greater of (A) the actual fair value thereof or (B) the Cost thereof as theretofore certified to the Trustee less 1/30th of such Cost for each full period of one year elapsed between (i) the later of December 31, 1979 and the date such unit was first put into service, as certified to the Trustee, and (ii) the date of the Request for assignment or transfer of Trust Equipment furnished pursuant to this Section 5.06 or the Engineer's Certificate furnished pursuant to Section 5.08(a), as the case may be; and

(2) the fair value of any unit of Equipment conveyed to the Trustee as provided in this Section 5.06 shall be deemed to be the lesser of (A) the actual fair value thereof or (B) the Cost of such unit as certified to the Trustee less depreciation at a rate not less than 1/30th of such Cost for each full period of one year elapsed between (i) the later of December 31, 1979 and the date such unit was first put into service, as certified to the Trustee, and (ii) the date of the Request for assignment or transfer of Trust Equipment furnished pursuant to this Section 5.06.

(f) Any provision of this Section 5.06 or Section 5.08 to the contrary notwithstanding, no Letter of Credit delivered to the Trustee pursuant to Section 5.06(a) or pursuant to Section 5.08(a) shall for a period in excess of one year from the date of delivery thereof relieve the Company of its obligations thereunder to convey to the Trustee other Equipment or pay to or deposit with the Trustee cash, of the value or in the amount, as the case may be, otherwise required by the provisions of Section 5.06 or Section 5.08, as the case may be.

Section 5.07. *Marking of Trust Equipment.* (a) The Company agrees that there shall be plainly, distinctly, permanently and conspicuously stenciled upon each side of each unit of the Trust Equipment prior to the assignment and transfer of the same to the Trustee the following words, in letters not less than one inch in height:

OWNERSHIP SUBJECT TO SECURITY AGREEMENT ON FILE WITH THE INTERSTATE COMMERCE COMMISSION.

Such marks shall be such as to be readily visible and as to indicate plainly a Trustee's ownership of each such unit of the Trust Equipment.

(b) In case, prior to the termination of the lease provided for herein, any of such plates or marks shall at any time be removed, defaced or destroyed, the Company shall forthwith cause the same to be restored or replaced.

(c) The Company shall not change or permit to be changed the numbers of any of the Trust Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) *except* in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed with the Trustee by the Company which shall be filed and recorded in like manner as this Agreement.

(d) Any unit of Trust Equipment required to be marked pursuant to this Section 5.07 may be lettered, with the name or initials or other insignia customarily used by the Company on railroad equipment owned by it of the same or a similar type or in any other appropriate manner, for convenience of identification of the rights of the Company to use the units of Trust Equipment permitted under this Agreement, and may also be lettered in the case of a sublease of any Trust Equipment made pursuant to Section 5.09, in such manner as may be appropriate for convenience of identification of the subleased interest therein; but, the Company, from and after the date hereof and during the continuance of the lease provided for herein, will not allow the name of any person, firm, association or corporation to be placed on or to remain on any unit of Trust Equipment as a designation which might be interpreted as a claim of ownership thereof by the Company or any person, firm, association, or corporation other than the Trustee.

Section 5.08. *Maintenance of Trust Equipment.* (a) The Company agrees that it will maintain and keep or cause others to maintain and keep the Trust Equipment in good order and proper repair without cost or expense to the Trustee, unless and until it becomes worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise. Whenever Trust Equipment, the fair value of which shall exceed 1% of the aggregate principal amount of Trust Certificates then outstanding, shall become worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise (exclusive of Trust Equipment in respect of which a payment shall have been made to the Trustee pursuant to this Section 5.08(a)), the Company shall forthwith deliver to the Trustee an Engineer's Certificate describing such Trust Equipment and stating the fair value thereof as of the date such Trust Equipment became worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise, and shall deposit with the Trustee either (1) an amount in cash equal to such fair value (as determined under Section 5.06(e)(1)) or (2) a Letter of Credit for an amount no less than such fair value (as determined under Section 5.06(e)(1)). Cash or the Letter of Credit deposited with the Trustee pursuant to this Section 5.08(a) shall be held and applied as provided for in Section 5.06(d).

(b) The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of any such occurrence as described in Section 5.08(a).

(c) The Company covenants and agrees to furnish to the Trustee whenever required by the Trustee (with a copy to each Purchaser) but at least once on or before July 31 in every calendar year following the calendar year in which occurs the first delivery of any of the Trust Equipment to the Trustee or its agent or agents hereunder and during the continuance of the lease provided for herein an Officer's Certificate, dated as of the preceding March 31 stating (1) the number of units of the

Trust Equipment then covered hereby and under sublease, together with a list and description of sublessees thereunder, the units of Trust Equipment (identified by car number) covered by each sublease and the term and monthly rental under each sublease, (2) the amount, description and numbers of all Trust Equipment that may have become worn out, unsuitable for use, lost, destroyed or taken or requisitioned by condemnation or otherwise since the date of the last preceding statement (or the date of this Agreement in case of the first statement), (3) the number of units of the Trust Equipment which the Company has been notified are then undergoing repairs, other than running repairs, or then withdrawn from use for such repairs, (4) that in the case of all the Trust Equipment repainted or repaired since the date of the last preceding statement (or the date of this Agreement in the case of the first statement), the marks required by Section 5.07 have been preserved, or that such Trust Equipment when repainted or repaired has been again marked as required thereby, (5) all normal maintenance and repair work on the Trust Equipment has been done and all such equipment is in good condition and repair and in proper running order, and (6) based on the most recent reports provided to the Company by the lessee (or sublessee) under any lease (or sublease) of the units of Trust Equipment, the location of all units of Trust Equipment which are outside of the United States of America (or any state thereof or the District of Columbia) as of the most recent date reflected in such reports. The Trustee, by its agents, shall have the right once in each calendar year, but shall be under no duty, to inspect the Trust Equipment at the then existing locations thereof.

Section 5.09. *Possession of Trust Equipment.* (a) *Except* as provided in this Section 5.09, the Company will not assign or transfer its rights hereunder, or transfer or sublet the Trust Equipment or any part thereof or assign, pledge, mortgage, transfer or otherwise dispose of any rights under any sublease of any of the Trust Equipment, without the written consent of the Trustee first had and obtained; and the Company shall not, without such written consent, *except* as herein provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equipment.

(b) So long as the Company shall not be in default under this Agreement, the Company and any of its Affiliates shall be entitled to the possession and use of the Trust Equipment in accordance with the terms hereof, and the Company shall be entitled to maintain the Existing Leases and otherwise to sublease the Trust Equipment to, or to permit its use by, a sublessee or user for use in the United States of America (or any state thereof or the District of Columbia), Canada and Mexico; *provided, however,* that if the Company or an Affiliate uses, subleases or permits the use of the Trust Equipment in Canada (or any province or territory thereof) or in Mexico (or any state or the Federal District thereof), the Company shall, *except* as otherwise provided in Section 7.02, first have (1) taken all necessary action to protect the right, title and interest of the Trustee in the Trust Equipment to be so subleased or used and (2) furnished the Trustee with an opinion of Canadian or Mexican counsel, as the case may be, satisfactory to the Trustee to the effect that such action is all that is necessary to protect the right, title and interest of the Trustee in such Trust Equipment; and *provided further, however,* that any such Existing Lease or other sublease shall forthwith upon execution thereof be assigned to the Trustee as security for the obligations of the Company hereunder pursuant to an Assignment and that the Assignment of any such sublease containing an option permitting the sublessee to purchase any units of Trust Equipment shall also provide for the proceeds of any such sale to be assigned to the Trustee pursuant to the Assignment.

(c) Any such sublease may provide that the sublessee, so long as it shall not be in default under such sublease, shall be entitled to the possession and use of the Trust Equipment covered thereby,

and, subject to the provisions of Section 5.07, may provide for lettering and marking upon such Equipment for convenience of identification of the leasehold interest of such sublessee therein; *provided, however,* that anything in the foregoing provisions of this sentence to the contrary notwithstanding, any such sublease shall not negate all or any part of the rights of the Company thereunder to assign, pledge, mortgage, transfer or otherwise dispose of any Trust Equipment, any such assignment, pledge, mortgage, transfer or other disposition to be subject, however, to any such non-defaulted sublease.

(d) The Trustee shall have the right to declare the lease provided for herein terminated in case of any unauthorized assignment or transfer of the Company's rights hereunder or in case of any unauthorized transfer or sublease of any of the Trust Equipment. The election of the Trustee to terminate the lease provided for herein shall have the same effect as the retaking of the Trust Equipment by the Trustee as hereinafter provided.

Section 5.10. *Indemnity.* The Company covenants and agrees to indemnify the Trustee against any and all claims arising out of or connected with the ownership or use of any of the Trust Equipment, and particularly against any and all claims arising out of the use of any patented invention in and about the Trust Equipment, and to comply in all respects with the laws of the United States of America and of all the states and other jurisdictions in which the Trust Equipment or any unit thereof may be operated and with all lawful acts, rules, regulations and orders of any commissions, boards or other legislative, executive, administrative or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including without limitation all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; *provided, however,* that the Company may in good faith contest the validity of any such law, act, rule, regulation or order, or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not in the judgment of the Trustee materially endanger the rights or interests of the Trustee or the holders of the Trust Certificates or subject the Trustee or the holders of the Trust Certificates to any risk of criminal liability. The Company shall not be relieved from any of its obligations hereunder by reason of the assertion or enforcement of any such claims or the commencement or prosecution of any litigation in respect thereof.

ARTICLE SIX

Remedies in Event of Default

Section 6.01. *Events of Default.* (a) The Company covenants and agrees that in case:

(i) the Company shall default in the payment of any part of the rental payable hereunder for more than 5 days after the same shall have become due and payable, or

(ii) the Company shall make or suffer any unauthorized assignment or transfer of its rights hereunder or any unauthorized transfer or sublease (including contracts to make any such assignment, transfer or sublease) of the Trust Equipment, or, *except* as herein authorized, shall part with the possession of any of the Trust Equipment and shall fail or refuse to cause such assignment or transfer or sublease to be cancelled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within 30 days after a Responsible Officer of the Company shall have obtained knowledge thereof from any source, or within said 30 days shall fail to deposit with the Trustee in accordance with Section 5.06, a

sum in cash or a Letter of Credit equal to the fair value (determined under Section 5.06(e)(1)) of the Trust Equipment so assigned or transferred or subleased or the possession of which shall have been parted with otherwise than herein authorized (any cash or Letter of Credit so deposited to be returned to the Company upon the cancellation of such assignment, transfer or sublease and the recovery of possession by the Company of such Trust Equipment), or

(iii) the Company shall, for more than 30 days after a Responsible Officer of the Company shall have obtained knowledge thereof from any source, fail or refuse to comply with any other of the terms and covenants hereof or of the Purchase Agreement on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance, or

(iv) an event of default shall occur under any lease, agreement, equipment trust agreement or indenture under which the Company is an obligor (the term "event of default" being used in this Section 6.01(a)(iv) to mean any event which permits, or after any applicable notice and/or period of grace provided for in the instrument in question, would permit the lessor, obligee or holder of any indebtedness issued thereunder or secured thereby, as the case may be (or a trustee on such persons behalf) to declare the principal amount of the obligation issued thereunder or secured thereby to become immediately due and payable, and such principal amount shall exceed $100,000, or to elect a majority of the Board of Directors of the Company), or

(v) the lease provided for herein shall be terminated by operation of law, or

(vi) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Company in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other federal or state law relating to bankruptcy or insolvency, or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or decreeing or ordering the winding up or liquidation of the affairs of the Company (unless such decree or order shall have been discharged, stayed or otherwise rendered ineffective, but then only so long as such stay shall continue in force or such ineffectiveness shall continue), and all the obligations of the Company hereunder and under any instrument made in connection with the purchase of the Trust Certificates by the Purchasers shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Company or for its property in connection with such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees or receiver or receivers within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier, or

(vii) the Company shall commence a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or shall file a petition or answer or consent seeking reorganization or relief under any other federal or state law relating to bankruptcy or insolvency, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or action shall be taken by the Company in furtherance of any of the aforesaid purposes, or

(viii) Trinity shall (A) fail to observe or perform any of its obligations under the Trinity Agreement, or if the Trinity Agreement shall terminate otherwise than strictly in accordance

with the provisions of the Trinity Agreement, or (B) together with the Company or otherwise, amend or modify the provisions of the Trinity Agreement without, among other things, the prior written consent of the holders of not less than 66 2/3% in aggregate principal amount of Trust Certificates then outstanding, or

(ix) any representation, warranty or statement made by the Company or Trinity, in the Purchase Agreement or in this Agreement, or in any certificate or other instrument delivered to any Purchaser or holder of any Trust Certificate pursuant to the Purchase Agreement or this Agreement, shall be incorrect in any material respect as of the time when made,

then, in any such case (herein sometimes called an "Event of Default"), the Trustee, by notice in writing to the Company, or the holders of not less than 25% in principal amount of the then outstanding Trust Certificates, by notice in writing to the Company and to the Trustee, may declare to be due and payable forthwith the entire amount of the rentals (not including rentals required for the payment of interest accruing after the date of such declaration) payable by the Company as set forth in Section 5.04 and not theretofore paid. Thereupon, the entire amount of such rentals and all amounts payable to the Trustee under Section 9.06 shall forthwith become and shall be due and payable immediately without further demand, together with interest at the rate of 11⅝% per annum, to the extent legally enforceable, on any portion of such rentals overdue; and the Trustee shall be entitled to judgment for the total amount so becoming payable by the Company, together with interest, at the rate of 11⅝% per annum, to the extent legally enforceable, on any portion of such rentals overdue, and to collect such judgment out of any property of the Company wherever situated.

(b) In addition, in case one or more Events of Default shall happen, the Trustee, by notice in writing to the Company, or the holders of not less than 25% in principal amount of the then outstanding Trust Certificates, by notice in writing to the Company and the Trustee, may declare the principal of all the Trust Certificates then outstanding to be due and payable, and thereupon the same shall become and be immediately due and payable.

(c) In case the Company shall fail to pay any installment of rental payable pursuant to Section 5.04(b)(3), (b)(4) or (b)(5) when and as the same shall have become due and payable hereunder, and such default shall have continued for a period of 5 days, the Trustee, in its own name and as Trustee of an express trust, shall be entitled and empowered to institute any action or proceeding at law or in equity for the collection of the rentals so due and unpaid, together with all amounts payable to the Trustee under Section 9.06, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Company or other obligor upon the Trust Certificates and collect in the manner provided by law out of the property of the Company or other obligor upon the Trust Certificates wherever situated the monies adjudged or decreed to be payable.

(d) In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any other obligor upon the Trust Certificates under the federal bankruptcy laws or any other applicable federal or state law, or in case a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) shall have been appointed for the property of the Company or such other obligor, or in case of any other judicial proceedings relative to the Company or such other obligor, or to the creditors or property of the Company or such other obligor, the Trustee, irrespective of whether the rental payments hereunder or the principal of the Trust

Certificates shall then be due and payable as herein or therein expressed whether by declaration or otherwise and irrespective of whether the Trustee shall have made any demand or declaration pursuant to the provisions of this Section 6.01, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the entire amount of the rentals (including any unpaid rental then due but not including rentals required for the payment of interest accruing after the date of such declaration) and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee *except* as a result of its negligence or willful misconduct) and of the holders of the Trust Certificates allowed in such proceedings and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the holders of the Trust Certificates and of the Trustee on their behalf; and any receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) in bankruptcy or reorganization is hereby authorized by each of the holders of the Trust Certificates to make payment to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to the holders of the Trust Certificates, to pay to the Trustee such amounts as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee *except* as a result of its negligence or willful misconduct.

(e) All rights of action and to assert claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof on any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust; and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates. In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties to such proceedings.

Section 6.02. *Remedies.* (a) Subject to the rights of sublessees under subleases permitted by Section 5.09, in case of the happening of any Event of Default, the Trustee by its agents (i) may enter upon the premises of the Company and of any Affiliate of the Company or of any sublessee or any other premises where any of the Trust Equipment may be and take possession of all or any part of the Trust Equipment and withdraw the same from said premises, retaining all payment which up to that time may have been made on account of rental for the Trust Equipment and otherwise, (ii) shall be entitled to collect, receive and retain all per diem mileage, sublease rentals or other charges of any kind then due on account of or thereafter earned by the Trust Equipment or any part thereof, and (iii) may lease the Trust Equipment or any part thereof, or with or without retaking possession thereof (but only after declaring due and payable the entire amount of rentals payable by the Company as provided in Section 6.01(a)) may sell the same or any part thereof, free from any and all claims of the Company at law or in equity, in one lot and as an entirety or in separate lots, insofar as may be necessary to perform and fulfill the trust hereunder, at public or private sale, called and conducted in any manner permitted by law, and may proceed otherwise to enforce its rights and the rights of the holders of interests hereunder in the manner herein provided. Upon any such sale, the Trustee itself may bid for the property offered for sale or any part thereof. Any such sale may be held

or conducted at such place and at such time as the Trustee may specify, or as may be required by law, and without gathering at the place of sale the Trust Equipment to be sold, and in general in such manner as the Trustee may determine. Upon such taking possession or withdrawal or lease or sale of the Trust Equipment, the Company shall cease to have any rights or remedies in respect of the Trust Equipment hereunder, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by the Company, and no payments theretofore made by the Company for the rent or use of the Trust Equipment or any of it shall, in case of the happening of any Event of Default and such taking possession, withdrawal, lease or sale by the Trustee, give to the Company any legal or equitable interest or title in or to the Trust Equipment or any of it or any cause or right of action at law or in equity in respect of the Trust Equipment against the Trustee or the holders of interests hereunder. No such taking possession, withdrawal, lease or sale of the Trust Equipment by the Trustee shall be a bar to the recovery by the Trustee from the Company of rentals then or thereafter due and payable, and the Company shall be and remain liable for the same until such sums shall have been realized as, with the proceeds of the lease or sale of the Trust Equipment, shall be sufficient for the discharge and payment in full of the items mentioned in Section 5.04 (other than interest not then accrued), whether or not they shall have then matured.

(b) It is expressly agreed that the rights of the Trustee under this Section 6.02 are subject to the rights of sublessees under valid and subsisting subleases described in and permitted by Section 5.09, and that the Trustee, so long as such sublessees are not in default under said subleases, shall not interfere with the rights of peaceful and undisturbed possession of such sublessees in and to any of the Trust Equipment in accordance with the terms of such subleases.

Section 6.03. *Application of Proceeds.* (a) If, in case of the happening of any Event of Default, the Trustee shall exercise any of the powers conferred upon it by Sections 6.01 and 6.02, all payments made by the Company to the Trustee hereunder after such Event of Default, and the proceeds of any judgment collected from the Company by the Trustee hereunder, and the proceeds of every sale or lease by the Trustee hereunder of any of the Trust Equipment, together with any other sums and Investment Securities which may then be held by the Trustee under any of the provisions hereof (other than sums held in trust for the payment of specific Trust Certificates), shall be applied by the Trustee to the payment, in the following order of priority: (i) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Agreement and (ii) of the interest then due, with interest on overdue interest at the rate of 11⅝% per annum to the extent legally enforceable, and of the principal of all the outstanding Trust Certificates, with interest thereon at the rate of 11⅝% per annum, to the extent legally enforceable, from the last Interest Payment Date occurring prior to such Event of Default, whether such Trust Certificates shall have then matured by their terms or not, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then pro rata without preference between principal and interest.

(b) After all such payments shall have been made in full, the title to any of the Trust Equipment remaining unsold shall be conveyed by the Trustee (without warranties of any kind, *except* as to title, as to which the Trustee will give to the Company substantially the same warranties as those given by the Company to the Trustee in the bill of sale described in Section 4.03(d)(ii)) to the Company, free from any further liabilities or obligations to the Trustee hereunder. If after applying all such sums of money realized by the Trustee there shall remain any amount due to the Trustee under the provisions hereof, the Company agrees to pay the amount of such deficit to the Trustee. If after applying all such sums of money realized by the Trustee there shall remain a surplus in the possession of the Trustee, such surplus shall be paid to the Company.

Section 6.04. *Waivers of Default.* (a) Prior to the declaration of the acceleration of the maturity of the rentals and of the maturity of all the Trust Certificates as provided in Section 6.01, the holders of at least 66 2/3% in aggregate principal amount of the Trust Certificates at the time outstanding may on behalf of the holders of all the Trust Certificates waive any past Event of Default and its consequences, *except* an Event of Default in the payment of any installment of rental payable pursuant to Section 5.04(b)(3), (b)(4) or (b)(5), but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

(b) If at any time after the principal of all the Trust Certificates shall have been declared and become due and payable or if at any time after the entire amount of rentals shall have been declared and become due and payable all as provided in Section 6.01, but before January 31, 1995, and, *provided*, that no judgment or decree has been entered for the payment of any monies due for such rentals, on the Trust Certificates or pursuant to this Agreement, all arrears of rent (with interest at the rate of 11 ⅝% per annum upon any overdue installments, to the extent legally enforceable), the expenses and reasonable compensation of the Trustee, together with all expenses of the trust occasioned by the Company's default, and all other sums which shall have become due and payable by the Company hereunder (other than the principal of Trust Certificates, and any other rental installments, the maturity of which shall at the time have been accelerated) shall be paid by the Company before any sale or lease by the Trustee of any of the Trust Equipment, and every other default in the observance or performance of any covenant or condition hereof shall be made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then, and in every such case, the Trustee, if so requested by the holders of at least 66 2/3% in aggregate principal amount of the Trust Certificates then outstanding, shall by written notice to the Company waive the default by reason of which there shall have been such declaration or declarations and the consequences of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 6.05. *Obligations of Company Not Affected By Remedies.* No retaking of possession of the Trust Equipment by the Trustee, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against the Company or in respect of the Trust Equipment, on the part of the Trustee or on the part of the holder of any Trust Certificate, nor any delay or indulgence granted to the Company by the Trustee or by any such holder, shall affect the obligations of the Company hereunder. The Company hereby waives presentation and demand in respect of any of the Trust Certificates and waives notice of presentation, of demand and of any default in the payment of the principal of and interest on the Trust Certificates.

Section 6.06 *Company to Deliver Trust Equipment to Trustee.* In case the Trustee shall rightfully demand possession of any of the Trust Equipment other than Trust Equipment under valid subleases permitted by Section 5.09 in pursuance of this Agreement, the Company will, at its own expense, forthwith promptly cause such Trust Equipment to be drawn to such point or points as shall reasonably be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or, at the option of the Trustee, the Trustee may keep such Trust Equipment, at the expense of the Company, on any lines of railroad or premises approved by the Trustee until the Trustee shall have leased, sold or otherwise disposed of the same. It is hereby expressly covenanted and agreed that the performance of the foregoing covenant is of the essence of this Agreement and upon application to any court having jurisdiction in the premises, the Trustee shall be entitled to a decree against the Company requiring the specific performance thereof.

Section 6.07. *Trustee to Give Notice of Default.* (a) The Trustee shall give to the holders of the Trust Certificates notice of each default hereunder known to the Trustee within 30 days after the occurrence thereof, whether or not such default shall have been remedied or cured before the giving of such notice. The term "default" as used in this Section 6.07 shall mean the happening of any event defined as an Event of Default in Section 6.01(a), *except* that, for the purposes of this Section 6.07 only, there shall be eliminated from the definition of any such event as specified in Section 6.01(a) any reference to the making of a written demand or the continuance, or the continuance in force, for any period of days of a default or failure on the part of the Company referred to in such definition.

(b) The Trustee shall not be deemed to have notice or knowledge of any default or Event of Default hereunder (*except* default in the payment of monies to the Trustee which are required by any provision hereof or any instrument entered into in accordance with the terms hereof to be paid to the Trustee on or before a specified date or within a specified time after receipt by the Trustee of a notice or certificate which was in fact received, and default in the delivery of any certificate or opinion expressly required to be delivered to the Trustee by any provision hereof), *unless* an officer of the Trustee shall have actual knowledge thereof or the Trustee shall have received notice from the Company, any sublessee of the Company under any Existing Lease (or any sublease permitted by Section 5.09) or the holder of any Trust Certificate, specifying the same.

Section 6.08. *Unconditional Right of Holders of Trust Certificates to Sue for Principal and Interest.* Notwithstanding any other provisions in this Agreement, the right of any holder of any Trust Certificate to receive payment of the principal of and interest on such Trust Certificate, on or after the respective due dates expressed in such Trust Certificate, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder, *except* that no such suit shall be instituted if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the title reserved under this Agreement upon any property subject hereto.

Section 6.09. *Control by Holders of Trust Certificates.* The holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; *provided, however,* that such direction shall not be otherwise than in accordance with law and the provisions of this Agreement; and the Trustee, subject to the provisions of Section 9.02, shall have the right to decline to follow any such direction if the Trustee, being advised by counsel, shall determine that the proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall, by a Responsible Officer or Officers of the Trustee, determine that the proceeding so directed would involve it in a personal liability, or if the Trustee in good faith should determine that the action so directed would be unjustly prejudicial to the holders of the Trust Certificates not taking part in such direction; and *provided further,* that nothing in this Agreement contained shall impair the right of the Trustee in its discretion to take any action deemed proper by the Trustee and which is not inconsistent with such direction by the holders of the Trust Certificates.

Section 6.10. *Remedies Cumulative.* The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity.

ARTICLE SEVEN

Additional Covenants and Agreements by the Company

Section 7.01. *Discharge of Liens.* The Company covenants and agrees that it will pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a lien or charge upon or against any of the Trust Equipment; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, provided that such contest will not materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates and the Company shall have furnished the Trustee with an Opinion of Counsel to such effect. If the Company does not forthwith pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any such debt, tax, charge, assessment, obligation or claim as required by this Section 7.01, the Trustee may, but shall not be obligated to, pay and discharge the same, and any amounts so paid shall be due on demand and shall be secured by and under this Agreement until reimbursed by the Company.

Section 7.02. *Payment of Expenses; Recording.* (a) The Company covenants and agrees to pay the expenses incident to the preparation and execution of the Trust Certificates to be issued hereunder, or connected with the preparation, execution, recording and filing hereof and of any instruments executed under the provisions hereof with respect to the Trust Equipment. The Company will, promptly after the execution and delivery of this Agreement and of each Assignment of Existing Leases and any other sublease under Section 5.09 and each supplement or amendment hereto or thereto, respectively, cause the same to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act, as revised, and will cause appropriate statements respecting the same to be filed under applicable Uniform Commercial Codes. The Company will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments required by law or reasonably requested by the Trustee for the purposes of proper protection of the title of the Trustee and the rights of the holders of the Trust Certificates and of fully carrying out and effectuating this Agreement and the intent hereof; *provided, however,* that the Company shall not be required to take any such action in respect of any jurisdiction outside of the United States if (i) after giving effect to the failure to take such action, the Company has taken all action required by law to protect the title of the Trustee to units of Equipment having a fair value of not less than 90% of the aggregate fair value of all of the Trust Equipment (such fair value to be determined in the manner provided in Section 5.06(e)(1)) and (ii) any unit of Trust Equipment at any time located in such jurisdiction shall have been marked with the marking specified in Section 5.07.

(b) Promptly after the execution and delivery of this Agreement and of each Assignment and each supplement or amendment hereto or thereto, the Company will furnish to the Trustee an Opinion of Counsel stating that, in the opinion of such counsel, such document or a financing statement relating thereto, as the case may be, has been properly recorded and filed so as effectively to protect the title of the Trustee to the Trust Equipment and its rights and the rights of the holders of the Trust Certificates thereunder and hereunder and reciting the details of such action; and the Company shall furnish to the Trustee, prior to July 31 of each year, commencing with the year 1980, an Opinion of Counsel stating that, in the opinion of such counsel, (i) (A) such action has been taken with respect to the recording, filing, re-recording and refiling of this Agreement and of each

Assignment and each supplement or amendment hereto or thereto as is necessary for the proper protection of the title of the Trustee to the Trust Equipment and the rights of the Trustee and holders of the Trust Certificates hereunder and thereunder, and (B) reciting the details of such action or referring to prior opinions delivered to the Trustee pursuant to this Agreement which recite such details of such action, or (ii) no such action is necessary for any of such purposes.

Section 7.03. *Further Assurances.* The Company covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

Section 7.04. *Change in Business; Merger.* The Company will not make any substantial change in the nature of the business of the Company, or merge or consolidate with any other corporation, or sell, lease or otherwise dispose of all or any part of its assets (other than in the ordinary course of business), except that:

(a) the Company may merge with any other corporation which is organized under the laws of the United States or any jurisdiction thereof, *provided* that (i) the Company shall be the surviving or continuing corporation, and (ii) immediately after such merger, the Company shall not be in default under this Agreement;

(b) any wholly-owned Subsidiary of Trinity may merge into the Company, and may sell, lease or otherwise dispose of any of its assets to the Company.

Section 7.05. *Insurance.* The Company covenants and agrees that, so long as any of the Trust Certificates are outstanding, it will, at its own expense, cause to be carried and maintained insurance in respect of the Trust Equipment and public liability insurance with financially sound and reputable insurers of recognized responsibility in amounts and against risks customarily insured against by companies of established reputation in the rail car leasing business and in any event in at least such amounts and against such risks as are customarily insured against by the Company on railroad equipment owned by it, *provided, however,* such insurance in respect of the Trust Equipment shall be maintained in amounts at least equal at all times to the unpaid principal amount of the Trust Certificates then outstanding. Such insurance on any Trust Equipment shall be payable to the Trustee and the Company as their interests may appear. The Company will forthwith give notice to the Trustee of the cancellation of any such insurance, and the Company will give to the Trustee a certificate reflecting the replacement of insurance required to be maintained pursuant to this Section 7.05. The Company shall deliver to the Trustee on or before April 30, 1980 original or duplicate policies or certificates of insurers in form satisfactory to the Trustee evidencing all insurance then required to be maintained by the Company hereunder, and thereafter, within 30 days of the issuance of any additional policies or amendments or supplements to any of such policies, the Company will deliver, or cause to be delivered, the same (or certificates of the insurers under such policies evidencing the same) to the Trustee, and the Company shall, not later than 30 days prior to the expiration of any policy, deliver certificates of the insurers evidencing the replacement thereof.

Section 7.06. *Guaranty of Company.* The Company covenants, agrees and guarantees that the holder of each of the Trust Certificates shall receive the principal amount thereof, in such coin or currency of the United States of America, as at the time of payment shall be legal tender for the payment of public and private debts, when and as the same shall become due and payable, in accordance with the provisions thereof or of this Agreement (and if not so paid, with interest thereon until paid at the rate of 11⅝% per annum to the extent legally enforceable), and shall receive interest

thereon in like money at the rate specified therein, at the times and place and otherwise as expressed in the Trust Certificates and this Agreement (and if not so paid, with interest thereon until paid at the rate of 11⅛% per annum to the extent legally enforceable) and the Company agrees to endorse upon each of the Trust Certificates, at or before the issuance and delivery thereof by the Trustee, its Guaranty of the prompt payment of the principal thereof and the interest thereon, in substantially the form set forth in the fourth recital of this Agreement. Said Guaranty so endorsed shall be signed in the name and on behalf of the Company by the manual signature of its president, a vice president or the treasurer. In case any officer of the Company whose signature shall appear on such Guaranty shall cease to be such officer before the Trust Certificates shall have been issued and delivered by the Trustee, or shall not have been acting in such capacity on the date of the Trust Certificates, such Guaranty shall nevertheless be as effective and binding upon the Company as though the person who signed such Guaranty had not ceased to be or had then been such officer.

Section 7.07. *Collateral Deficiency.* A "Collateral Deficiency" shall be determined to exist under this Agreement when the net book value (as reflected on the records of the Company and determined in accordance with generally accepted accounting principles) of the Trust Equipment, together with Deposited Cash, and other cash, Letters of Credit or Investment Securities on deposit with the Trustee, is equal to less than 125% of the aggregate principal amount of the Trust Certificates outstanding at the time of the determination of the Collateral Deficiency.

Section 7.08. *Repurchase of Trust Certificates.* Neither the Company nor any Affiliate will, directly or indirectly, repurchase or make any offer to repurchase any Trust Certificate unless the Company or such Affiliate has offered to repurchase Trust Certificates, *pro rata,* from all holders of the Trust Certificates and upon the same terms. In case the Company repurchases any Trust Certificate, such Trust Certificate shall thereafter be cancelled and no Trust Certificate shall be issued in substitution thereof.

Section 7.09. *Preservation of Franchises and Existence.* Except as otherwise permitted by Section 7.04, the Company will maintain its corporate existence, rights and franchises in full force and effect, *provided* that nothing in this Section 7.09 shall prevent the Company from discontinuing its operations in any particular state or at any particular location or locations within the state if, in the opinion of the Board of Directors of the Company, such discontinuance or termination is in the interest of the Company, and if such discontinuance or termination is not disadvantageous in any material respect to the holders of the Trust Certificates or in violation of any provisions of this Agreement.

Section 7.10. *Limitation on Funded Indebtedness.* The Company covenants and agrees that anything herein to the contrary notwithstanding, the Company will not incur any Funded Indebtedness if, after giving effect to the Funded Indebtedness proposed to be incurred, the total Funded Indebtedness of the Company would then exceed, on a *pro forma* basis, 80% of the total capitalization (Funded Indebtedness plus stockholders' equity) of the Company.

ARTICLE EIGHT

Concerning the Holders of Trust Certificates

Section 8.01. *Evidence of Action Taken by Holders of Trust Certificates.* Whenever in this Agreement it is provided that the holders of a specified percentage in aggregate principal amount of the Trust Certificates may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of

taking any such action the holders of such specified percentage have joined therein may be evidenced by any instrument or any number of instruments of similar tenor executed by holders of Trust Certificates in person or by agent or proxy appointed in writing.

Section 8.02. *Proof of Execution of Instruments and of Holding of Trust Certificates.* Subject to the provisions of Section 9.02, proof of the execution of any instrument by a holder of Trust Certificates or his agent or proxy and proof of the holding by any person of any of the Trust Certificates shall be sufficient if made in the following manner:

(a) The fact and date of the execution by any such person of any instrument may be proved by the certificate of any notary public or other officer of any jurisdiction within the United States of America authorized to take acknowledgements of deeds to be recorded in such jurisdiction that the person executing such instrument acknowledged to him the execution thereof, by an affidavit of a witness to such execution sworn to before any such notary or other such officer, or by a guarantee of the signature of such person by a trust company, a bank or a member firm of the New York Stock Exchange.

(b) The ownership of Trust Certificates may be proved by the register of such Trust Certificates or by a certificate of the registrar thereof.

(c) The Trustee may require such additional proof of any matter referred to in this Section 8.02 as it shall deem necessary.

Section 8.03. *Trust Certificates Owned by Company Deemed Not Outstanding.* In determining whether the holders of the requisite principal amount of the Trust Certificates have concurred in any direction, request, or consent under this Agreement, Trust Certificates which are owned by the Company or by any other obligor on the Trust Certificates or by an Affiliate of the Company or any such other obligor shall be disregarded, *except* that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, request or consent, only Trust Certificates which the Trustee knows are so owned shall be disregarded.

Section 8.04. *Right of Revocation of Action Taken.* At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 8.01, of the taking of any action by the holders of the percentage in aggregate principal amount of the Trust Certificates specified in this Agreement in connection with such action, any holder of a Trust Certificate the serial number of which is shown by the evidence to be included in the Trust Certificates the holders of which have consented to such action may, by filing written notice with the Trustee at its Corporate Trust Office and upon proof of holding as provided in Section 8.02, revoke such action so far as concerns such Trust Certificate. *Except* as aforesaid, any such action taken by the holder of any Trust Certificate shall be conclusive and binding upon such holder and upon all future holders and owners of such Trust Certificate and of any Trust Certificate issued in exchange or substitution therefor, irrespective of whether or not any notation in any regard thereto is made upon such Trust Certificate. Any action taken by the holders of the percentage in aggregate principal amount of the Trust Certificates specified in this Agreement in connection with such action shall be conclusive and binding upon the Company, the Trustee and the holders of all the Trust Certificates.

ARTICLE NINE

The Trustee

Section 9.01. *Acceptance of Trusts.* The Trustee hereby accepts the trust imposed upon it by this Agreement, and agrees to perform the same as herein expressed.

Section 9.02. *Duties and Responsibilities of the Trustee; During Default; Prior to Default.* (a) In case an Event of Default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, *except* that

(i) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred:

(A) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, and the Trustee shall not be liable *except* for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee; and

(B) in the absence of willful misconduct on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement.

(c) None of the provisions contained in this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 9.03. *Certain Rights of the Trustee. Except* as otherwise provided in Section 9.02:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, trust certificate, guaranty or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) the Trustee may consult with counsel, and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with such Opinion of Counsel;

(c) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request, order or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Agreement, unless such holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred thereon or thereby; and

(d) the Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement.

Section 9.04. *Application of Rentals; Responsibility of Trustee to Insure or Record.* (a) The Trustee covenants and agrees to apply the rentals received by it under Section 5.04(b) hereof when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in Section 5.04(b).

(b) *Except* as otherwise provided in Section 9.02, the Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by the Company or by one or more of the holders of the Trust Certificates against all liability and expense; and, *except* as aforesaid, the Trustee shall not be responsible for the filing or recording or refiling or re-recording of this Agreement or of any supplement hereto or statement of new numbers.

Section 9.05. *Funds May be Held by Trustee; Investments in Investment Securities.* (a) Any money at any time paid to or held by the Trustee hereunder until paid out by the Trustee as herein provided may be carried by the Trustee on deposit with itself, and, if and to the extent permitted by applicable law or regulations of governmental authorities having jurisdiction over the Trustee, the Trustee may allow interest upon any such monies held by it in trust at the rate generally prevailing among banks and trust companies in the city in which the Corporate Trust Office is located or allowed by it upon deposits of a similar character.

(b) At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on Request, shall invest and reinvest Deposited Cash held by it or cash deposited with it pursuant to Section 5.06 or Section 5.08 (hereinafter in this Section 9.05 called "Replacement Funds") in Investment Securities, at such prices including any premium and accrued interest, as are set forth in such Request, such Investment Securities to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

(c) The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against delivery of Trust Equipment, sell such Investment Securities, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any such sale up to the amount paid for such Investment Securities, including premium and accrued interest.

(d) The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, rent received by it for that purpose under the provisions of Section 5.04(b)(1)(B).

(e) The Company, if not in default under the terms hereof, shall be entitled to receive any interest allowed as provided in Section 9.05(a), or any interest paid by any bank or bankers on deposits to the credit of the Trustee with such bank or bankers pursuant to Section 2.01, and any interest (in excess of accrued interest paid from Deposited Cash at the time of purchase) or other profit which may be realized from any sale or redemption of Investment Securities.

Section 9.06. *Trustee Not Liable for Delivery Delays or Defects in Equipment or Title; May Perform Duties by Agents; Reimbursement of Expenses; Holding of Trust Certificates; Monies Held in Trust.* (a) *Except* as otherwise provided in Section 9.02, the Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the manufacturers or owners thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto.

(b) *Except* as otherwise provided in Section 9.02, the Trustee may perform its powers and duties hereunder with respect to the delivery and acceptance of the Trust Equipment by or through such attorneys, agents or servants as it shall appoint, and shall be answerable for only its own acts, negligence and willful defaults, and not for the default or misconduct of any attorney, agent or servant appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement or of the Trust Certificates (*except* for its own execution thereof).

(c) The Trustee shall be entitled to receive payment of all of its expenses and disbursements hereunder, including reasonable counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by the Company.

(d) The Trustee in its individual or fiduciary capacity may own, hold and dispose of Trust Certificates with the same rights which it would have if it were not Trustee.

(e) Any monies at any time held by the Trustee or any paying agent hereunder shall, until paid out or invested by the Trustee or any paying agent as herein provided, be held by it in trust as herein provided for the benefit of the holders of the Trust Certificates.

Section 9.07. *Persons Eligible for Appointment as Trustee.* There shall at all times be a Trustee hereunder which shall be either Mercantile National Bank at Dallas, a national banking association, or a bank or trust company, organized and doing business under the laws of the United States of America or of the State of Texas or of the State of New York, having its principal office and place of business in the Cities of Houston, Dallas or Fort Worth in the State of Texas, or in the City of New York in the State of New York, having a combined capital and surplus of at least $100,000,000 and which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by federal or state authority. If such bank or trust company publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 9.07, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 9.07, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.08.

Section 9.08. *Resignation and Removal; Appointment of Successor Trustee.* (a) The Trustee may at any time resign by giving written notice of resignation to the Company and by mailing notice of resignation to all holders of Trust Certificates specifying the date such resignation is to become effective (which shall be not less than 30 days after the date of mailing such notice) at their last addresses appearing on the registry books. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors of the Company, one copy of which instrument shall be delivered to the Trustee so resigning and one copy to the successor trustee. The Company shall promptly notify the holders of the Trust Certificates of any such appointment made by it and provide one copy of any instrument effecting such appointment to each holder of the Trust Certificates. If no successor trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any holder of a Trust Certificate who has been a bona fide holder of a Trust Certificate or Trust Certificates for at least six months may, on behalf of such holder and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(b) In case at any time any of the following shall occur:

(i) the Trustee shall cease to be eligible in accordance with the provisions of Section 9.07 and shall fail to resign after written request therefor by the Company or by any such holder of a Trust Certificate, or

(ii) the Trustee shall become incapable of acting, or shall be declared insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then in any such case, the Company may remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed by order of its Board of Directors, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or, any holder of a Trust Certificate who has been a bona fide holder of a Trust Certificate or Trust Certificates for at least six months may, on behalf of such holder and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The holders of a majority in aggregate principal amount of the Trust Certificates at the time outstanding may at any time remove the Trustee and appoint a successor trustee by delivering to the Trustee to be removed, to the successor trustee so appointed and to the Company the evidence provided for in Section 8.01 of the action taken by the holders of the Trust Certificates.

(d) Any resignation or removal of the Trustee and any appointment of a successor trustee pursuant to any of the provisions of this Section 9.08 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 9.09.

Section 9.09. *Acceptance of Appointment by Successor Trustee.* (a) Any successor trustee appointed as provided in Section 9.08 shall execute, acknowledge and deliver to the Company and

to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder; but, nevertheless, on the written request of the Company or of the successor trustee, upon payment of its charges, then unpaid, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the Trustee so ceasing to act. Upon request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any Trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such Trustee to secure any amounts then due it pursuant to the provisions of Section 9.06.

(b) No successor trustee shall accept appointment as provided in this Section 9.09 unless at the time of such acceptance such successor trustee shall be eligible under the provisions of Section 9.07.

(c) Upon acceptance of appointment by a successor trustee as provided in this Section 9.09, the Company shall mail notice of the succession of such trustee hereunder to the holders of Trust Certificates at their last addresses appearing upon the registry books. If the Company fails to mail such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Company.

Section 9.10. *Merger or Consolidation of Trustee.* Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be eligible under the provisions of Section 9.07, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding *except* that such successor to the Trustee shall promptly notify the holders of the Trust Certificates of such merger, conversion or consolidation.

Section 9.11. *Annual Report of Trustee.* So long as any Trust Certificate is outstanding, the Trustee will, within 30 days prior to each August 1 commencing in the calendar year following the calendar year in which occurs the first delivery of any of the Trust Equipment to it or its agent or agents hereunder, cause to be delivered to each Purchaser a written report:

(i) listing the policies of insurance then outstanding and in effect, the names of the Companies issuing such insurance, the amounts and expiration date or dates of such insurance and the risk or risks covered thereby and any material changes in such insurance since the last list certificate;

(ii) setting forth a list and description of the Equipment under the Equipment Trust Agreement setting forth the name of the lessee or sublessees thereof and the unexpired term of the Existing Leases or subleases, including renewals thereof, to which such Equipment is subject;

(iii) setting forth the face amount and expiration date, if any, of any Letter of Credit delivered to it pursuant to Section 5.06 or 5.08(a); and

(iv) setting forth the facts and circumstances with respect to any default (as defined in Section 6.07) or Event of Default which has, to its knowledge, occurred, and whether such default or Event of Default has been waived, cured or is continuing.

ARTICLE TEN

Miscellaneous

Section 10.01. *Rights Confined to Parties and Holders.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, conditions, promises, and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors and of the holders, from time to time, of the Trust Certificates.

Section 10.02. *Officer's Certificates and Opinions of Counsel; Statements to Be Contained Therein.* (a) Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Agreement (other than the issuance of Trust Certificates), the Company shall furnish to the Trustee an Officer's Certificate stating that all conditions precedent provided for in this Agreement relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with.

(b) Each certificate or opinion provided for in this Agreement and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Agreement shall include (i) a statement that the person making such certificate or opinion has read such condition or covenant; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (iii) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (iv) a statement as to whether in the opinion of such person, such condition or covenant has been complied with.

Section 10.03. *Binding Upon Assigns. 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.

Section 10.04. *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by first class mail, postage prepaid, to (a) in the case of the Company, delivered at 4001 Irving Boulevard, Dallas, Texas 75247, 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, (b) in the case of the Trustee, 1704 Main Street, Dallas, Texas 75201, *Attention:* Trust Officer, or such other address as may hereafter be furnished to the Company in writing by the Trustee, and (c) in the case of the holders of Trust Certificates, to the respective addresses of such holders on the books of the Trustee maintained pursuant to Section 2.05(d). 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.

Section 10.05. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 10.06. *Counterparts.* This Agreement has been executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 10.07. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

Section 10.08. *Governing Law.* This Agreement, the Guaranties and the Trust Certificates shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York (including the conflicts of laws rules), including all matters of construction, validity and performance, *except* that the validity of the Trust Certificates and the rights and duties of the Company and the Trustee with respect to the registration of transfer of the Trust Certificates shall be governed by the laws (including the conflicts of laws rules) of the State of Texas.

Section 10.09. *No Changes Without Consent of the Holders of Trust Certificates.* (a) No change shall be made in the Agreement or in the Trust Certificates without the written consent of the holders of 66 2/3% in aggregate principal amount of Trust Certificates at the time outstanding.

(b) So long as any Trust Certificates are outstanding, the Company will not solicit, request or negotiate for or with respect to any proposed waiver or amendment of any of the provisions of this Agreement or the Trust Certificates unless each holder of the Trust Certificates (irrespective of the amount of Trust Certificates then owned by it) shall be informed thereof by the Company and shall be afforded the opportunity of considering the same and shall be supplied by the Company with sufficient information to enable it to make an informed decision with respect thereto. Executed or true and correct copies of any waiver or consent effected pursuant to the provisions of this Section 10.09 shall be delivered by the Company to each holder of outstanding Trust Certificates forthwith following the date of which the same shall have been executed and delivered by the holder or holders of the requisite percentage of outstanding Trust Certificates. The Company will not, directly or indirectly, pay or cause to be paid any remuneration, whether by way of supplemental or additional interest, fee or otherwise, to any holder of the Trust Certificates as consideration for or as an inducement to the entering into by any holder of the Trust Certificates of any waiver or amendment of any of the terms and provisions of this Agreement unless such remuneration is concurrently paid, on the same terms, ratably to the holders of all of the Trust Certificates then outstanding.

(c) Any such amendment or waiver shall apply equally to all the holders of Trust Certificates and shall be binding upon them and upon each future holder of any Trust Certificate and upon the Company whether or not such Trust Certificate shall have been marked to indicate such amendment or waiver. No such amendment or waiver shall extend to or affect any obligation not expressly amended or waived or impair any right consequent thereon.

IN WITNESS WHEREOF, the Company and the Trustee 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 as of the day and year first written.

[Corporate Seal]

Attest:

MERCANTILE NATIONAL BANK
AT DALLAS, *Trustee*

By _____

[Corporate Seal]

Attest:

TRINITY INDUSTRIES LEASING
COMPANY

By _____
Vice President

Assistant Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of January 1980, before me personally came Lonnie G. Diggs, to me known, who being by me duly sworn, did depose and say that he resides at 2208 River Ridge, Arlington, TX ; that he is a Vice President ¢ Trust Officer of MERCANTILE NATIONAL BANK AT DALLAS, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Notarial Seal]

Rosemary A. Abbott
Notary Public

ROSEMARY A. ABBOTT
NOTARY PUBLIC, State of New York
No. 30-4523468
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1980

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of January, 1980, before me personally came E. B. Breeding, to me known, who, being by me duly sworn, did depose and say that he resides at 2022 Cloudcroft Circle, Dallas, TX 75224; that he is the Vice President of TRINITY INDUSTRIES LEASING COMPANY, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Notarial Seal]

Rosemary A. Abbott
Notary Public

ROSEMARY A. ABBOTT
NOTARY PUBLIC, State of New York
No. 30-4523468
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1980

EXHIBIT A TO EQUIPMENT TRUST AGREEMENT

Description of Trust Equipment

Quantity and Type	Class	Capacity In Gallons	Initialed Car Numbers	Date of Earliest Service	Term of Lease	Monthly Rental
120 tank cars	112J340W	34,000 gal.	TILX 300000-300119	October '79	12 years	$ 69,000
355 covered hopper cars	LO	4,750 cu. ft.	TILX 511000-511018 TILX 510100-510404 TILX 510532-510562	October '79	12 years	168,625
60 tank cars	112J340W	34,000 gal.	TILX 300120-300179	December '79	15 years	35,100
50 tank cars	111A100W3	23,635 gal.	TILX 260000-260049	December '79	10 years	23,500
25 tank cars	111A100W1	30,000 gal.	TILX 190000-190024	January '80	15 years	11,175
35 tank cars	112J340W	34,000 gal.	TILX 300265-300299	January '80	10 years	21,000
20 tank cars	112J340W	34,000 gal.	TILX 300180-300199	December '79	10 years	11,700
65 tank cars	112J340W	34,000 gal.	TILX 300200-300264	January '80	15 years	38,025
150 covered hopper cars	LO	4,750 cu. ft.	TILX 510620-510669 TILX 511359-511458	December '79	10 years	71,250
10 covered hopper cars	LO	4,750 cu. ft.	TILX 510601-510610	December '79	10 years	4,750
135 covered hopper cars	LO	4,750 cu. ft.	TILX 511019-511038 TILX 510704-510753 TILX 510800-510845 TILX 510847-510865	October '79	10 years	64,125

EXHIBIT B TO EQUIPMENT TRUST AGREEMENT

Description of Existing Leases

1. Railroad Car Lease Agreement, dated March 26, 1979, between Trinity Industries Leasing Company and Amoco Oil Company covering the following described railroad cars:

Number of Cars	Type	Car Numbers
120	34,000 Gal. 112J340W Tank cars	TILX 300000-300119

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

Number of Cars	Type	Car Numbers
355	4,750 Cu. Ft. LO Covered Hopper Cars	TILX 511000-511018 TILX 510100-510404 TILX 510532-510562

3. Railroad Car Lease Agreement, dated May 2, 1979, between Trinity Industries Leasing Company and El Paso Products Company covering the following described railroad cars:

Number of Cars	Type	Car Numbers
60	34,000 Gal. 112J340W Tank cars	TILX 300120-300179

4. Railroad Car Lease Agreement, dated September 20, 1979, between Trinity Industries Leasing Company and Industrial Fuel Oil, Inc. covering the following described cars:

Number of Cars	Type	Car Numbers
50	23,635 Gal. 111A100W3 Tank cars	TILX 260000-260049

5. Railroad Car Lease Agreement, dated July 16, 1979, between Trinity Industries Leasing Company and Oxirane Chemical Company covering the following described railroad cars:

Number of Cars	Type	Car Numbers
25	30,000 Gal. 111A100W1 Tank cars	TILX 190000-190024

6. Railroad Car Lease Agreement, dated May 31, 1979, between Trinity Industries Leasing Company and Northern Petro Products, Ltd. covering the following described railroad cars:

Number of Cars	Type	Car Numbers
35	34,000 Gal. 112J340W Tank cars	TILX 300265-300299

7. Railroad Car Lease Agreement, dated August 21, 1979, between Trinity Industries Leasing Company and Coastal States Energy Company covering the following described railroad cars:

Number of Cars	Type	Car Numbers
20	34,000 Gal. 112J340W Tank cars	TILX 300180-300199

8. Railroad Car Lease Agreement, dated May 25, 1979, between Trinity Industries Leasing Company and Arco Chemical Company covering the following described railroad cars:

Number of Cars	Type	Car Numbers
65	34,000 Gal. 112J340W Tank cars	TILX 300200-300264

9. Railroad Car Lease Agreement, dated November 21, 1979, between Trinity Industries Leasing Company and Continental Grain Company covering the following described railroad cars:

Number of Cars	Type	Car Numbers
150	4,750 Cu. Ft. LO Covered Hopper Cars	TILX 510620-510669 TILX 511359-511458

10. Railroad Car Lease Agreement, dated November 13, 1979, between Trinity Industries Leasing Company and South Soo Grain Company covering the following described railroad cars:

Number of Cars	Type	Car Numbers
10	4,750 Cu. Ft. LO Covered Hopper Cars	TILX 510601-510610

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

Number of Cars	Type	Car Numbers
135	4,750 Cu. Ft. LO Covered Hopper Cars	TILX 511019-511038 TILX 510704-510753 TILX 510800-510845 TILX 510847-510865

EXHIBIT C TO EQUIPMENT TRUST AGREEMENT

FORM OF
ASSIGNMENT OF EXISTING LEASES

ASSIGNMENT

(TRINITY INDUSTRIES LEASING COMPANY EQUIPMENT TRUST (SERIES 1))

Dated as of , 19

Between

MERCANTILE NATIONAL BANK AT DALLAS, *Trustee*

and

TRINITY INDUSTRIES LEASING COMPANY

ASSIGNMENT dated as of , 19 , between MERCANTILE NATIONAL BANK AT DALLAS, a national banking association, acting as Trustee under an Equipment Trust Agreement dated as of January 15, 1980 (hereinafter called the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Texas (hereinafter called the "Company").

Preliminary Statement

The Company has agreed to cause to be sold, transferred and delivered to the Trustee certain railroad equipment (hereinafter called the "Trust Equipment") pursuant to the Equipment Trust Agreement dated as of January 15, 1980, between the Company and the Trustee (hereinafter called 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 hereto (hereinafter, whether one or more, called the "Leases") between the Company and the lessee or lessees named therein.

Trinity Industries Leasing Company 10⅝% Equipment Trust Certificates due January 31, 1995 (Series 1) in an aggregate principal amount not exceeding $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 will constitute a fund to be known as the Trinity Industries Leasing Company Equipment Trust (Series 1) to be delivered by the Trustee from time to time to the Company to reimburse the Company for up to 80% of the cost of the Trust Equipment, the remainder of the cost of the Trust Equipment to be paid by 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.

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 6.01 and 6.02 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 5.06 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 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 4001 Irving Boulevard, Dallas, Texas 75247, 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, 1704 Main Street, Dallas, Texas 75201, Attention: Trust Officer, 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 New York, 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 and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written.

[Corporate Seal]

MERCANTILE NATIONAL BANK
AT DALLAS, *Trustee*

Attest:

By _____

_____

[Corporate Seal]

TRINITY INDUSTRIES LEASING
COMPANY

Attest:

By _____
Vice President

_____
Assistant Secretary

STATE OF)
)ss.:
COUNTY OF)

On this day of , 19 , before me personally came , to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is a of MERCANTILE NATIONAL BANK AT DALLAS, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Notarial Seal]

_____

Notary Public

STATE OF)
)ss.:
COUNTY OF)

On this day of , 19 , before me personally came , to me known, who, being by me duly sworn, did depose and say that he resides at ; that he is the Vice President of TRINITY INDUSTRIES LEASING COMPANY, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Notarial Seal]

_____

Notary Public

EXHIBIT A TO ASSIGNMENT

Description of Existing Leases