

#13

11400-H

TRINITY INDUSTRIES LEASING COMPANY
3910 Washington Avenue
Houston, Texas 77007
(713) 861-2955

9-117A042

RECORDATION NO. 11400-H
FILED 1423

APR 27 1989 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

April 21, 1989

Date 4/27/89

Fee \$ 13.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D.C. 20423
Attention: Mrs. Mildred Lee, Room 2303

Re: Documents for Recordation

Dear Mrs. Lee:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission (the "ICC") thereunder, enclosed herewith for filing and recordation are three (3) executed originals of an Instrument of Resignation, Appointment and Acceptance dated as of April 17, 1989 (to the Equipment Trust Agreement, dated as of January 15, 1980) by and among Trinity Industries Leasing Company, The Deposit Insurance Bridge Bank, N.A. (as assignee of the Federal Deposit Insurance Corporation, as receiver for MBank Dallas, N.A.) as original Trustee and Bankers Trust Company, as successor Trustee, a secondary document as defined in the foregoing Rules and Regulations.

The enclosed Instrument of Resignation, Appointment and Acceptance relates to the Equipment Trust Agreement dated as of January 15, 1980 between Trinity Industries Leasing Company and Mercantile National Bank at Dallas (subsequently named MBank Dallas, N.A., now named The Deposit Insurance Bridge Bank, N.A. (as assignee of the Federal Deposit Insurance Corporation, as receiver for MBank Dallas, N.A.)), as original Trustee, which was filed and recorded under Recordation Number 11400 on January 22, 1980, and subsequently supplemented by assignments and bills of sale under Recordation Numbers 11400-A through 11400-G.

C. T. Kayler
Courtesy

APR 27 11 50 AM '89

Mrs. Mildred Lee
Interstate Commerce Commission
April 21, 1989
Page 2

The addresses of the parties to the enclosed document are:

Company: Trinity Industries Leasing Company
3910 Washington Avenue
Houston, Texas 77007

Original Trustee: The Deposit Insurance Bridge Bank, N.A.
(formerly MBank Dallas, N.A.)
1717 Main Street
P.O. Box 2320
Dallas, Texas 75221-2320

Successor Trustee: Bankers Trust Company
P.O. Box 318
Church Street Station
New York, New York 10015

A description of the railroad equipment covered by the enclosed document is set forth in the Equipment Trust Agreement, as supplemented.

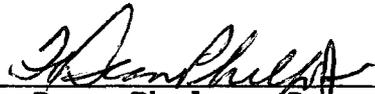
Also enclosed is a check in the amount of \$13.00 to cover the required recordation fee.

You are hereby authorized to deliver stamped copies of the Instrument of Resignation, Appointment and Acceptance not needed for your files to the representative of Alvord and Alvord who is delivering this letter and said enclosures to you.

A short summary of the secondary document to appear in the Commission's Index follows:

Instrument of Resignation, Appointment and Acceptance dated as of April 17, 1989, by and among Trinity Industries Leasing Company, The Deposit Insurance Bridge Bank, N.A. (as assignee of the Federal Deposit Insurance Corporation, as receiver for MBank Dallas, N.A., formerly named Mercantile National Bank at Dallas), as original Trustee and Bankers Trust Company, as successor Trustee, covering various railroad cars.

TRINITY INDUSTRIES LEASING COMPANY

By: 

F. Dean Phelps, Jr.
Vice President

Interstate Commerce Commission
Washington, D.C. 20423

4.27.89

OFFICE OF THE SECRETARY

F. Dean Phelps, Jr.
Vice President
Trinity Industries Leasing Co.
3910 Washington Avenue
Houston, Texas 77007

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 4.27.89, at 11:50am, and assigned recordation number(s). 11400-H & 14864-C

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

APR 27 1989 -11 50 AM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE entered into as of the 17th day of April, 1989 among Trinity Industries Leasing Company (the "Company"), The Deposit Insurance Bridge Bank, National Association (as Assignee of the Federal Deposit Insurance Corp., as Receiver for MBank Dallas, National Association) ("DIBB"), and Bankers Trust Company, a New York banking corporation ("Bankers").

W I T N E S S E T H

WHEREAS, the Company and Mercantile National Bank at Dallas entered into a certain Equipment Trust Agreement dated January 15, 1980 (the "Indenture") with respect to the issuance up to \$40,000,000 principal amount of 10-5/8% Equipment Trust Certificates due January 31, 1995 (Series 1) (the "Securities"), \$16,000,000.06 of which are outstanding; and

WHEREAS, the Indenture and certain assignments and bills of sale executed in connection therewith and financing statements relating thereto have been recorded in Schedule 1 attached hereto and made a part hereof; and

WHEREAS, since March 29, 1989 DIBB has been acting as sole Trustee under the Indenture; and

WHEREAS, Section 9.08 of the Indenture provides that Trustee may resign at any time and be discharged of the trust created by the Indenture by giving written notice thereof to the Company and by mailing notice of resignation to the holders of the securities; and

WHEREAS, DIBB will cause to be mailed simultaneously with the execution of this Instrument, notice of its resignation as Trustee under the Indenture to the securityholders in accordance with the provisions of the Indenture, a copy of which is attached hereto as Exhibit B, which resignation shall create a vacancy in the office of the Trustee; and

WHEREAS, Section 9.08 of the Indenture further provides that the Company shall promptly appoint a successor Trustee to fill a vacancy in the office of Trustee under the Indenture; and

WHEREAS, the Company wishes to appoint Bankers as successor Trustee under the Indenture; and

WHEREAS, Bankers is willing to accept such appointment as successor Trustee on the terms and conditions set forth herein and under the Indenture; and

WHEREAS, Bankers is qualified to act as successor Trustee under the Indenture;

NOW, THEREFORE, pursuant to the provisions of the Indenture and in consideration of the covenants herein contained, it is agreed among the Company, DIBB and Bankers as follows:

1. The Company hereby accepts the resignation of DIBB as Trustee under the Indenture and,

pursuant to the authority vested in it by Section 9.08 of the Indenture and by resolution of its Board of Directors dated April 12, 1989, a copy of which is attached as Exhibit C, hereby appoints Bankers as successor Trustee under the Indenture, with all the estate, properties, rights, powers, trusts, duties and obligations heretofore vested in DIBB as Trustee under the Indenture. The Company designates the Corporate Trust office of Bankers presently located at Four Albany Street, New York, New York 10015, as the office or agency of the Company in New York, New York as the office where notices and demands to or upon the Company in respect of the Indenture or Securities may be served. DIBB's resignation as Trustee and Bankers' appointment and acceptance as successor Trustee, shall be effective as of the opening of business on the date first above written upon the execution and delivery hereof by each of the parties hereto.

2. The Company represents and warrants that:

- (a) it is validly organized and existing under the laws of the state of its incorporation;
- (b) the Securities were validly and lawfully issued;
- (c) it has performed or fulfilled each covenant, agreement and condition on its part to be performed or fulfilled under the Indenture;
- (d) it has not appointed any paying agents under the Indenture other than DIBB;
- (e) promptly after the execution and delivery of this Instrument, it will mail or cause to be mailed to each securityholder a notice of appointment of successor trustee, a form of which is attached hereto as Exhibit D, and a copy of this Instrument; and
- (f) no Event of Default (as defined in the Indenture) has occurred.

3. DIBB represents and warrants to Bankers that:

- (a) it has made, or promptly will make available to Bankers originals of all documents relating to the trust created by the Indenture and all information in the possession of its Corporate Trust Department relating to the administration and status thereof and will furnish to Bankers any of such documents or information Bankers may select;

- (b) it has lawfully and fully discharged its duties as Trustee under the Indenture; and;
 - (c) no covenant or condition contained in the Indenture has been expressly waived by DIBB or by the securityholders of the percentage in aggregate principal amount of the Securities required by the Indenture to effect any such waiver.
 - (d) Attached hereto as Exhibit E is a list of all equipment subject to the lien of the Indenture as of the date hereof.
4. Bankers represents that it is qualified to act as Trustee under the provisions of Section 9.07 of the Indenture.
5. Bankers hereby accepts its appointment as successor Trustee under the Indenture and accepts the trust created thereby, and assumes all rights, powers, duties and obligations of the Trustee under the Indenture. Bankers will perform said trust and will exercise said rights, powers, duties and obligations upon the terms and conditions set forth in the Indenture.
6. Bankers hereby accepts the designation of its Corporate Trust Office as the office or agency of the Company in New York where the Securities may be presented for payment, registration, transfer and exchange and as the office where notices and demands to or upon the Company in respect of the Indenture or the Securities may be served. The definition of "Corporate Trust Office" contained in

the Indenture is hereby amended to read as follows: "Corporate Trust Office shall mean the principal office of the Trustee in New York, New York at which the corporate trust business of the Trustee shall, at the time in question, be administered which office is located at four Albany Street, New York, New York 10015."

7. Pursuant to the written request of Bankers and the Company hereby made, DIBB upon payment of its outstanding charges, receipt of which is hereby acknowledged, confirms, assigns, transfers and sets over to Bankers, as successor Trustee under the Indenture, and its successors and assigns forever upon the trust expressed in the Indenture, any and all the rights, powers, trusts, duties and obligations which DIBB now holds under and by virtue of the Indenture and does hereby transfer, assign and convey to Bankers all its rights, title and interest as Trustee under the Indenture in and to:

- (a) All Trust Equipment;
- (b) All rentals for the Trust Equipment;
- (c) The liens and security interests created by the Assignments in the Existing Leases and the other property covered by the Assignments (the property

described in clauses (a) thru (c) above is herein called the "Assigned Property");

Furthermore, DIBB hereby delivers to Bankers

- (a) All Deposited Cash and Investment Securities listed on Exhibit F hereto;
- (b) The Securities Register with respect to the Securities; and
- (c) Various records, files, papers or other documents, instruments and items which may be necessary or helpful for the substitution of Bankers as successor Trustee under the Indenture listed on Exhibit G hereto (the property described in clauses (a) through (c) above is herein called the "Delivered Property").

The Company, for the purpose of more fully and certainly vesting in and confirming to Bankers, as successor Trustee under the Indenture, said rights, powers, duties, trust and obligations, at the request of Bankers, hereby joins in the execution hereof and does hereby reconfirm the grant and conveyance pursuant to the Indenture of the Trust Equipment and the liens and security interests created by the Assignments in the Existing Leases and other property covered by the Assignments.

8. Bankers does hereby acknowledge and accept, in its capacity as successor Trustee under the Indenture, the transfer, conveyance, assignment of DIBB's rights, title and interest as Trustee under the Indenture of the Assigned Property and receipt of the Delivered Property from DIBB and hereby acknowledges that as of the date hereof it has opened and established in accordance with the provisions of the Indenture such accounts as are required by the Indenture in accordance with the provisions of the Indenture.
9. DIBB hereby acknowledges that it has been paid in full all amounts due to it with respect to the Indenture and hereby assigns, conveys and transfers to Bankers, as successor Trustee under the Indenture, any and all liens in its favor arising under the Indenture.
10. Pursuant to Section 9.08 of the Indenture, the Company hereby agrees to give written notice by first class mail, postage prepaid, to the holders of the Securities at their last addresses appearing upon the Securities Register, of the resignation of DIBB, as Trustee under the Indenture, and the appointment of Bankers, as successor Trustee thereunder, within ten days of the date hereof.
11. The Company and DIBB hereby agree, upon the request of Bankers, to execute, acknowledge and deliver such further instruments of conveyance and assurance and

to do such other things as may be required for more fully and certainly vesting and confirming in Bankers all of the properties, rights, titles, interests, powers, duties and obligations of DIBB as Trustee under the Indenture.

12. Terms not otherwise defined in this Instrument shall have the definitions given thereto in the Indenture.
13. THE EFFECT AND MEANING OF THIS INSTRUMENT AND THE RIGHTS OF ALL PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
14. This Instrument may be simultaneously executed in any number of counterparts. Each such counterpart so executed shall be deemed to be an original, but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Trinity Industries Leasing Company has caused this instrument to be executed and acknowledged by one of its officers duly authorized, its corporate seal to be affixed hereunto, and the same to be attested by its Secretary or one of its Assistant Secretaries; The Deposit Insurance Bridge Bank, National Association has caused this instrument to be executed and acknowledged by one of its Vice Presidents, its corporate seal to be affixed hereunto, and the same to be attested by one

of its Authorized Officers; and Bankers Trust Company has caused this instrument to be executed and acknowledged by one of its Vice Presidents, its corporate seal to be affixed hereunto, and the same to be attested by one of its Authorized Officers, as of the 17th day of April, 1989.

Trinity Industries Leasing Company

By *Mark Phelps Jr*
VICE PRESIDENT

Attest:

Neil D. Shoop
Assistant Secretary

The Deposit Insurance Bridge Bank,
National Association (as Assignee
of the Federal Deposit Insurance
Corp., as Receiver for MBank
Dallas, National Association)

By *[Signature]*
President

Attest:

Walter D. Vane
CASHIER

Bankers Trust Company

By *[Signature]*
Vice President

Attest:

Bruce J. Benson
ASSISTANT SECRETARY.

STATE OF TEXAS)
)ss.:
COUNTY OF DALLAS)

On this 17th day of APRIL, 1989 before me personally appeared F. DEAN PHELPS, JR., to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of Trinity Industries Leasing Company, a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Beverly Baldridge
Signature of Notary Public

My Commission Expires: 11/30/89

^{NEW YORK NY}
STATE OF TEXAS)
^{NEW YORK NY})ss.:
COUNTY OF DALLAS)

On this 17th of April, 1989 before me personally appeared T.J. Hosker, to me personally known, who being by me duly sworn, says that he is the Vice President of Bankers Trust Company, a New York banking corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Janine M. Renkevans
Signature of Notary Public

JANINE M. RENKEVENS
Notary Public, State of New York
No. 31-4908255
Qualified in New York County
Certificate filed in New York County
Commission Expires November 9, 1989

My Commission Expires: _____

STATE OF TEXAS)
)ss.:
COUNTY OF DALLAS)

On this 17 of April, 1989 before me personally appeared James B. Gardner, to me personally known, who being by me duly sworn, says that he is the President of Deposit Insurance Bridge Bank, N.A., a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said association.

[Seal]

Rebekah Graham
Signature of Notary Public



My Commission Expires: _____

SCHEDULE 1
RECORDING SCHEDULE
(Series 1)

| <u>Document Name</u> | <u>Jurisdiction & File No.</u> | <u>Recording Date</u> |
|--|--|-----------------------|
| 1. Equipment Trust Agreement dated as of January 15, 1980, between Mercantile National Bank Dallas, as Trustee (the "Trustee") and Trinity Industries Leasing Company (the "Company"). | ICC 11400 | 1/22/80 |
| 2. Assignment dated as of January 15, 1980, between the Company and the Trustee. | ICC 11400-A | 1/22/80 |
| 3. Bill of Sale dated as of January 15, 1980, between the Company and the Trustee. | ICC 11400-B | 1/22/80 |
| 4. UCC-1 Financing Statement naming the Company as Debtor and the Trustee as Secured Party. | Texas Secretary of State 010067 | 1/21/80 |
| 5. Assignment dated as of February 8, 1980, between the Company and the Trustee. | ICC 11400-C | 2/13/80 |
| 6. Bill of Sale dated as of February 8, 1980, between the Company and the Trustee. | ICC 11400-D | 2/13/80 |

| <u>Document Name</u> | <u>File No.</u> | <u>Recording Date</u> |
|--|------------------------------------|-----------------------|
| 7. UCC-1 Financing Statement naming the Company as Debtor and the Trustee as Secured Party. | Texas Secretary of State 024219 | 2/15/80 |
| 8. Assignment dated as of March 28, 1980, between the Company and the Trustee. | ICC 11400-E | 4/1/80 |
| 9. Bill of Sale dated as of March 28, 1980, between the Company and the Trustee. | ICC 11400-F | 4/1/80 |
| 10. UCC-1 Financing Statement naming the Company as Debtor and the Trustee as Secured Party. | Texas Secretary of State 050797 | 4/2/80 |
| 11. Assignment dated as of August 15, 1985, between the Company and the Trustee. | ICC 11400-G | 9/9/85 |

Exhibit A

Intentionally Omitted

DEPOSIT INSURANCE BRIDGE BANK, N.A.
1717 Main Street
P. O. Box 2320
Dalls, Texas 75221-2320

April __, 1989

EACH RECORDHOLDER OF
THE TRUST CERTIFICATES (SERIES 1)
OF TRINITY INDUSTRIES LEASING COMPANY:

Reference is hereby made to the Equipment Trust Agreement dated as of January 15, 1980 (the "Trust Agreement") between MBank Dallas, N.A. (formerly known as Mercantile National Bank at Dallas) ("MBank"), as trustee, and Trinity Industries Leasing Company (the "Issuer"), relating to the Issuer's Trust Certificates (Series 1) (the "Series 1 Certificates"), issued on January 22, 1980, February 14, 1980 and April 1, 1980 pursuant to the Trust Agreement.

Pursuant to Section 9.08 of the Trust Agreement, Deposit Insurance Bridge Bank, N.A. (as assignee of the Federal Deposit Insurance Corporation, as receiver for MBank) hereby notifies you of its resignation as Trustee under the Trust Agreement with respect to the Series 1 Certificates, which resignation shall become effective on the earlier of (i) thirty days after the date hereof or (ii) the date on which a successor trustee accepts appointment as trustee under the Trust Agreement.

DEPOSIT INSURANCE BRIDGE BANK, N.A.

By: _____
Name: _____
Title: _____

TRINITY INDUSTRIES LEASING COMPANY

UNANIMOUS CONSENT OF DIRECTORS
IN LIEU OF MEETING

The undersigned, being all the members of the Board of Directors of Trinity Industries Leasing Company, a Delaware corporation (the "Corporation"), and being all the persons who would be entitled to vote on the following matters if a meeting of the Board of Directors of the Corporation were held for such purpose, do hereby waive any and all requirements for calling, giving notice of and holding a meeting of the Board of Directors of the Corporation and hereby consent, pursuant to Section 141 of the Delaware General Corporation Law, to the adoption of the following resolutions:

Relating to Appointment of Successor Trustee

WHEREAS, the Office of the Comptroller of the Currency has declared MBank Dallas, N.A. ("MBank") insolvent and in connection therewith Deposit Insurance Bridge Bank, N.A. has been assigned all of MBank's right, title and interest as trustee in and to the Trust Agreement dated as of January 15, 1980 (the "Trust Agreement") between the Corporation and Mercantile National Bank at Dallas, subsequently named MBank; and

WHEREAS, the Corporation has been notified by Bridge Bank, that Bridge Bank will resign its position as trustee under the Trust Agreement, with respect to the Corporation's Trust Certificates, Series 1 (the "Series 1 Certificates"); and

WHEREAS, the Board of Directors of the Corporation in its best business judgment desires to authorize the Corporation to accept the resignation of Bridge Bank as trustee and to appoint Bankers Trust Company, a New York state banking corporation ("Bankers Trust"), as successor trustee to Bridge Bank;

NOW, THEREFORE BE IT RESOLVED, that the resignation of Bridge Bank as trustee under the Trust Agreement with respect to the Corporation's Series 1 Certificates, be, and the same hereby is accepted effective as of the date Bankers Trust accepts appointment as successor trustee under the Trust Agreement pursuant to a written instrument.

RESOLVED FURTHER, that Bankers Trust be, and the same hereby is, appointed and directed effective as of such date, to act in accordance with the terms and conditions of the Trust Agreement as (i) the successor trustee with respect to the Corporation's Series 1 Certificates, and (ii) the paying agent of the Corporation for the purpose of paying the principal of, and interest on, the Series 1 Certificates as and when the same shall become due and payable.

Relating to Registrar for Bonds

RESOLVED, that Bankers Trust is hereby appointed registrar for the Corporation's Series 1 Certificates for the purpose of maintaining the Corporation's register relating to the same and registering such certificates and transfers and exchanges thereof in accordance with the provisions of the Trust Agreement.

RESOLVED FURTHER, that pursuant to the provisions in Sections 2.05 and 8.04 of the Trust Agreement, the principal corporate trust office of Bankers Trust in New York, New York, shall be the office or agency where the Series 1 Certificates may be presented or surrendered by payment or redemption and registration of transfer or exchange and where notices and demands to or upon the Corporation in respect of the same and the Trust Agreement may be served.

RESOLVED FURTHER, that the Board of Directors of the Corporation hereby approves and adopts any and all additional resolutions as may be required by Bankers Trust in order to facilitate its appointment as successor trustee and as the paying agent and registrar for the foregoing certificates under the Trust Agreement.

RESOLVED FURTHER, that the Assistant Secretary of the Corporation is hereby authorized and directed to certify to Bankers Trust that the resolutions and the particular form required by the same were duly adopted and approved by the Board of Directors as of the date of the adoption of these resolutions, and the said officer is hereby instructed to retain a copy of such in the permanent records of the Corporation and to insert the same in the minute book of the Corporation.

Relating to Ratification of Execution and Delivery of Guaranties on the Series 1 Certificates

RESOLVED, that the Board of Directors, having determined that the execution and delivery of the Corporation's guaranties on the Series 1 Certificates issued in accordance with the Trust Agreement may reasonably be expected to benefit, directly or indirectly, the Corporation, do hereby ratify, approve, confirm and consent to such execution and delivery.

Relating to Ratification of Prior Actions

RESOLVED, that all actions heretofore taken by the officers of the Corporation, in its name and on its behalf, in connection with any of the foregoing matters are hereby in all respects ratified, confirmed and approved by the Board of Directors of the Corporation.

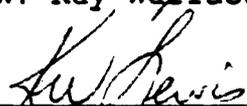
Miscellaneous Resolutions

RESOLVED, that the proper officers of the Corporation are hereby authorized and directed, on behalf of and in the name of the Corporation, to execute and file any and all instruments and documents, to make all payments, to enter all agreements, and to do or cause to be done all acts and things as may be necessary or appropriate in order to carry out the intent, and to accomplish the purposes, of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned have executed this Consent [in counterparts] as of the 12TH day of APRIL, 1989.



W. Ray Wallace



K. W. Lewis



F. Dean Phelps, Jr.

TRINITY INDUSTRIES LEASING COMPANY
3910 Washington Avenue
Houston, Texas 77007

April __, 1989

EACH RECORDHOLDER OF THE
TRUST CERTIFICATES (SERIES 1)
OF TRINITY INDUSTRIES LEASING COMPANY:

Reference is hereby made to the Equipment Trust Agreement dated as of January 15, 1980 (the "Trust Agreement") between MBank Dallas, N.A. (formerly known as Mercantile National Bank at Dallas) ("MBank"), as Trustee, and Trinity Industries Leasing Company (the "Issuer"), relating to the Issuer's Trust Certificates (Series 1) (the "Series 1 Certificates"), issued on January 22, 1980, February 14, 1980 and April 1, 1980 pursuant to the Trust Agreement.

Effective as of the date hereof, pursuant to Section 9.08 and 9.09 of the Trust Agreement, the Issuer has appointed Bankers Trust Company, P.O. Box 318, Church Street Station, New York, New York 10015, as Successor Trustee under the Trust Agreement to replace Deposit Insurance Bridge Bank, N.A. (as assignee of the Federal Deposit Insurance Corporation, as receiver for MBank) which resigned its position as Trustee under the Trust Agreement as of such date.

TRINITY INDUSTRIES LEASING COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT E TO INSTRUMENT OF RESIGNATION, APPOINTMENT & ACCEPTANCE
Description of Trust Equipment

| <u>Quantity and Type</u> | <u>Class</u> | <u>Capacity in Gallons</u> | <u>Initialed</u> | <u>Car Numbers</u> |
|------------------------------|--------------|--------------------------------|------------------|------------------------|
| 120 Tank Cars | 112J340W | 34,000 | TILX | 300000-300119 |
| 343 Covered Hopper Cars | LO | 4,750 (1) | TILX | 511000 |
| | | | TILX | 511002-511018 |
| | | | TILX | 510100-510109 |
| | | | TILX | 510111-510142 |
| | | | TILX | 510144-510148 |
| | | | TILX | 510150-510209 |
| | | | TILX | 510211-510250 |
| | | | TILX | 510252-510272 |
| | | | TILX | 510274-510388 |
| | | | TILX | 510388-510400 |
| | | | TILX | 510592-510582 |
| 55 Tank Cars | 112J340W | 34,000 | TILX | 300120-300133 |
| | | | TILX | 300135-300141 |
| | | | TILX | 300143-300147 |
| | | | TILX | 300149-300158 |
| | | | TILX | 300160-300173 |
| | | | TILX | 300175-300179 |
| 49 Tank Cars | 111A100W3 | 23,635 | TILX | 260000-260022 |
| | | | TILX | 260024-260049 |
| 25 Tank Cars | 111A100W1 | 30,000 | TILX | 190000-190024 |
| 35 Tank Cars | 112J340W | 34,000 | TILX | 300265-300299 |
| 20 Tank Cars | 112J340W | 34,000 | TILX | 300180-300199 |
| 64 Tank Cars | 112J340W | 34,000 | TILX | 300200-300219 |
| | | | TILX | 300221-300264 |
| 146 Covered Hopper Cars | LO | 4,750 (1) | TILX | 510620-510624 |
| | | | TILX | 510626-510639 |
| | | | TILX | 510641-510669 |
| | | | TILX | 511359-511428 |
| | | | TILX | 511430-511437 |
| | | | TILX | 511439-511458 |
| 10 Covered Hopper Cars | LO | 4,750 (1) | TILX | 510601-510610 |
| 134 Covered Hopper Cars | LO | 4,750 (1) | TILX | 511019-511033 |
| | | | TILX | 511035-511038 |
| | | | TILX | 510704-510753 |
| | | | TILX | 510800-510845 |
| | | | TILX | 510847-510865 |

EXHIBIT F TO INSTRUMENT OF RESIGNATION, APPOINTMENT & ACCEPTANCE
Deposited Cash and Investment Securities

| | | |
|------------------------------|----|-------------------|
| INVESTMENT SECURITIES..... | \$ | 0 |
| DEPOSITED CASH ON HAND | | <u>595,221.00</u> |
| BALANCE IN ACCOUNT | \$ | <u>595,221.00</u> |

Exhibit G to Instrument of Resignation, Appointment & Acceptance Documents and Certificates to be Delivered to Bankers

- 1) Original Closing Binder Received at Closing
(Exhibit G-1 Index from Binder Attached)
- 2) Copies of Insurance Certificates
- 3) Copies of Annual Officers Certificates
- 4) Certification as of the closing date of the following:
 - a) Original Principal Amount Issued
 - b) Principal Amount Paid to date
 - c) Current Outstanding Principal Amount
 - d) Certificates Printed (if applicable)
 - e) Certificates Delivered to Bankers
- 5) Certification of Mailing of Trustees' Notice of Resignation
- 6) Confirmation that MTrust will:
 - a) Retain all past transfer and cancelled Equipment Trust Certificates
 - b) Research any questions or claims that may arise and related to the above
 - c) File 1099's for any interest payments made by DIBB in 1989
- 7) Certified list of Certificate Holders as of the date of Transfer including:
 - a) Addresses
 - b) Tax Payer I.D. Numbers
 - c) Certificate Numbers
 - d) Principal Outstanding
- 8) Other Miscellaneous Documents
- 9) Originally Executed Purchase Agreements