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RECORDATION NO. 1 6017 *JA* Filed 1988

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

RECORDATION NO. 1 6017
NOV 8 1988 12 02 PM

NOV 8 1988 12 02 PM

November 4, 1988 No.

8-313A010
INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Date NOV 8 1988

Fee \$ 39⁰⁰

ICC Washington, D.C.

Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue N.W.
Washington, D. C. 20423
Attention: Ms. Mildred Lee, Room 2303

RECORDATION NO. 1 6017 *JA* Filed 1988

NOV 8 1988 12 02 PM

NOV 8 11 48 AM '88
MOTOR OPERATOR UNIT
100 OFFICE OF
TIP STONE

Re: Documents for Recordation

INTERSTATE COMMERCE COMMISSION

Dear Ms. 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 ("ICC") thereunder, enclosed herewith for filing and recordation are the following documents:

1. Three (3) executed originals of an Equipment Trust Agreement, a primary document, dated as of November 4, 1988, between Trinity Industries Leasing Company and NCNB Texas National Bank, as Trustee:
2. Three (3) executed originals of an Assignment, a primary document, dated November 4, 1988, between Trinity Industries Leasing Company ("Assignor") and NCNB Texas National Bank, as Trustee ("Assignee"); and
3. Three (3) executed originals of a Bill of Sale, a secondary document, dated November 4, 1988 between Trinity Industries Leasing Company ("Seller") and NCNB Texas National Bank, as Trustee ("Buyer").

We request that the Assignment be cross-indexed.

The address of Trinity Industries Leasing Company is 3910 Washington Avenue, Houston, Texas 77007, and the address of NCNB Texas National Bank, the Trustee, is One Dallas Centre, 350 North St. Paul, Ninth Floor, Dallas, Texas 75201.

Courtesy of T. Kessler

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The railroad equipment covered by (1) the Equipment Trust Agreement is described in Exhibit A attached hereto, (2) the Assignment is described in Exhibit B attached hereto and (3) the Bill of Sale is described in Exhibit C attached hereto. The foregoing railroad equipment consists solely of tank, hopper, box and gondola cars intended for use relating to interstate commerce.

Enclosed is a certified check in the amount of \$39.00 to cover the recordation fee. (Such fee was determined on the basis that the Assignment is being filed concurrently with the Equipment Trust Agreement).

You are hereby authorized to deliver any unneeded copies of the Equipment Trust Agreement, the Assignment and the Bill of Sale, with the filing date noted thereon, following recordation thereof, to the representative of Alvord and Alvord, who is delivering this letter and said enclosures to you.

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

- (a) Primary Documents. (i) Equipment Trust Agreement, a primary document, dated as of November 4, 1988, between Trinity Industries Leasing Company (as vendor and lessee), 3910 Washington Avenue, Houston, Texas 77007 and NCNB Texas National Bank, as Trustee, One Dallas Centre, 350 North St. Paul, Ninth Floor, Dallas, Texas 75201, and covering 2,016 railroad cars, including tank, hopper, box and gondola cars, and (ii) Assignment, a primary document, dated November 4, 1988, between Trinity Industries Leasing Company (as Assignor), 3910 Washington Avenue, Houston, Texas 77007 and NCNB Texas National Bank, as Trustee, One Dallas Centre, 350 North St. Paul, Ninth Floor, Dallas, Texas 75201, and covering 2,016 railroad cars, including tank, hopper, box and gondola cars.
- (b) Secondary Documents. Bill of Sale, a secondary document, dated November 4, 1988, between Trinity Industries Leasing Company (as Seller) and NCNB Texas National Bank, as Trustee (as Buyer), and covering various railroad cars, and connected to an Equipment Trust Agreement referred to in paragraph (a) above.

TRINITY INDUSTRIES LEASING COMPANY

By: 
K. W. Lewis
Vice President
(713) 861-2955

6017-A
NOV 8 1988 12 42 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT dated November 4, 1988 between NCNB Texas National Bank, a national banking association, acting as trustee under the Trust Agreement, as hereinafter defined (the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

Preliminary Statement

The Company has agreed to cause to be sold, transferred and delivered to the Trustee certain railroad equipment described in Exhibit A hereto and more particularly identified in Exhibit B hereto (hereinafter called the "Trust Equipment") pursuant to the Equipment Trust Agreement, dated as of November 4, 1988, between the Company and the Trustee (the "Trust Agreement").

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

Trinity Industries Leasing Company 10.20% Equipment Trust Certificates due October 31, 1998 (Series 7) in an aggregate principal amount of \$61,584,335 have been or are to be issued and sold and the aggregate proceeds (including accrued interest, if any) of such sale which equals the aggregate principal amount of the Trust Certificates issued and sold have been delivered to the Trustee for delivery to the Company, as provided in the Trust Agreement.

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

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

1. Subject to the rights of lessees under the Leases, the Company hereby grants a security interest in, and 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 now or hereafter acquired as lessor in, to and under the Leases described in Exhibit B hereto and any amendments to or modifications

thereof, together with all rights, powers, privileges, and other benefits of the Company now or hereafter acquired as lessor under the Leases in respect of the units of Trust Equipment covered thereby, including, but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage and any and all other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases, (ii) all of the Company's right, title and interest now or hereafter acquired as lessor (or as manager or agent for the Trustee) in, to and under any and all leases, car hire contracts or agreements, rental contracts or agreements or other agreements for the lease, rental or use of the Trust Equipment (hereinafter, whether one or more, the "Future Leases"), including but not limited to the Company's right to receive and collect all lease payments, rentals, car hire, mileage allowances, mileage credits, excess mileage allowance, excess mileage credits, insurance proceeds, per diem mileage, liquidated damages, proceeds of sale and any and all other payments, income, revenue, now or hereafter to become payable to or receivable by the Company thereunder or therefrom and from the Trust Equipment, and (iii) all the Company's right to receive and collect all mileage allowance, per diem mileage, insurance proceeds or other payments, income and revenue 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, the Future 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 or the Future 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 Future 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 Future Leases (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar and only insofar as such Leases and Future Leases cover or otherwise apply to the rail cars described in Exhibit B hereto and any rail cars substituted as replacements for the rail cars described in Exhibit B hereto (but does not apply to any rail cars added to such Leases or Future Leases which is not Trust Equipment).

3. It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of lessees under the Leases and Future Leases, and that the Trustee, so long as any such lessee is not in default under its Lease or Future 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 or Future 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, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, 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 Future Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases or Future 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 Future Lease or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under any Lease or Future 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 Future 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 5.05 of the Equipment Trust Agreement, this Assignment shall terminate pro tanto with respect to (i) such unit of Trust Equipment and (ii) rights assigned to the Trustee hereby and by the Equipment Trust Agreement in the Leases and Future Leases insofar as they relate to such unit of Trust

Equipment, and upon such partial termination such unit of Trust Equipment and such rights shall revert to the Company or to such person or persons as may be legally entitled thereto, provided, however, that if an Event of Default (as defined in the Trust Agreement) has occurred and is then continuing, such termination and reversion shall not occur until such Event of Default shall have been cured or waived in accordance with the provisions of the 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, car hire mileage allowance, mileage credits, excess mileage allowances, excess mileage credits, insurance proceeds, per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of any Lease or Future Lease or otherwise, or to enforce any provisions of any Lease or Future 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, specifically including any of the foregoing arising from the Trustee's simple negligence, but excluding any of the foregoing arising from the Trustee's gross negligence or willful misconduct.

8. Except as otherwise provided herein, the provisions of this Assignment 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 3910 Washington Avenue, Houston, Texas 77007, Attention: President (with a copy to Trinity Industries, Inc., if by courier, at 2525 Stemmons Freeway, Dallas, Texas 75207, Attention: President or if by mail, 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, One Dallas Centre, 350 N. St. Paul, Ninth Floor, Dallas, Texas 75201, Attention: Corporate Trust Department, 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. The Company will furnish to the Trustee any information which it may from time to time request regarding the Leases and the Future Leases and will permit representatives of the Trustee to inspect the Company's records regarding the Leases and the Future Leases during business hours at a time which is acceptable to the Company.

11. The Company shall execute Assignments (as defined in the Trust Agreement) covering all Future Leases, insofar and only insofar as such Future Leases cover Trust Equipment, and shall cause such Assignments to be recorded with the Interstate Commerce Commission pursuant to the requirements of Section 11303 of the Interstate Commerce Act, as revised. The Company shall also cause a Uniform Commercial Code financing statement covering such Future Leases, to the extent that they cover Trust Equipment, to be properly filed with the Secretary of State of the State of Texas.

12. This Assignment 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.

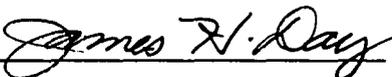
13. THE PROVISIONS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

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

NCNB TEXAS NATIONAL BANK,
Trustee

By 
Vice President

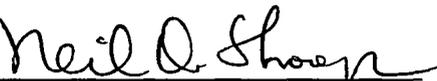
Attest:


Its ASSISTANT VICE PRESIDENT

TRINITY INDUSTRIES LEASING COMPANY

By 
Senior Vice President

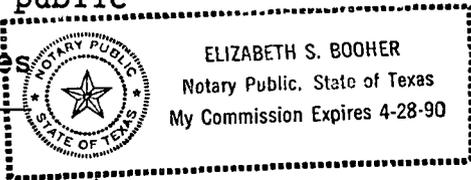
Attest:


Assistant Secretary

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

On this 4th day of November, 1988, before me personally appeared LINDA McNEIL, to me personally known, who being by me duly sworn, says that he is the Vice President of NCNB TEXAS NATIONAL BANK, 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

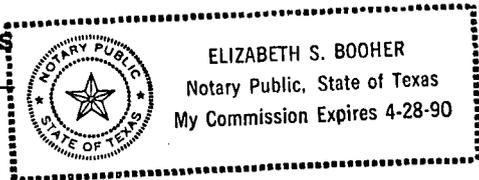
Elizabeth S. Booher
Signature of notary public

My Commission Expires 4-28-90


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

On this 4th day of November, 1988, before me personally appeared, K. W. Lewis, to me personally known, who being by me duly sworn, says that he is the SENIOR VICE PRESIDENT of TRINITY INDUSTRIES LEASING COMPANY 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 acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elizabeth S. Booher
Signature of notary public

My Commission Expires 4-28-90


TRINITY INDUSTRIES LEASING &c.
 SCHEDULE OF EQUIPMENT
 SEPTEMBER 30, 1988

LESSEE	CLASS	CAPACITY	QTY	ORIGINAL COST	MONTHLY RENTAL	TERM	LEASE TYPE	EARLIEST SERVICE	BEG CHRSG DATE	MONTHLY DEPR	NBV @ 9/30/88
AE STALEY	111A100M3	17,641 GAL	2	92,073	1,020	15 YRS	NET	AUG 87	SEP 87	228	88,308
AE STALEY	LO	4750 CU FT	54	2,293,000	24,300	1 YR(2)	FULL SERVICE	JAN 81	AUG 88	6,885	1,661,708
AE STALEY	LO	4750 CU FT	1	42,500	400	6 MOS(18)	FULL SERVICE	JUL 86	SEP 88	128	39,179
AE STALEY	LO	4750 CU FT	1	43,398	400	6 MOS(18)	FULL SERVICE	OCT 85	SEP 88	130	38,841
AE STALEY	LO	4750 CU FT	1	43,398	400	6 MOS(18)	FULL SERVICE	APR 80	SEP 88	130	30,249
AE STALEY	LO	4750 CU FT	47	2,057,827	18,800	6 MOS(18)	FULL SERVICE	JAN 81	SEP 88	6,173	1,515,077
ADM TRANSPORTATION	LO	4750 CU FT	41	1,742,500	17,425	1 YR(2)	FULL SERVICE	JAN 81	AUG 88	5,278	1,261,952
AMOCO CHEMICAL	LO	6150 CU FT	5	236,750	2,925	1 YR(2)	FULL SERVICE	APR 86	APR 86	710	170,700
AMOCO CHEMICAL	LO	6150 CU FT	1	47,350	585	1 YR(2)	FULL SERVICE	MAR 86	MAR 86	142	43,089
AMOCO CHEMICAL	LO	6150 CU FT	10	471,560	5,850	1 YR(2)	FULL SERVICE	MAR 86	MAR 86	1,421	429,180
AMOCO CHEMICAL	LO	6150 CU FT	30	1,478,700	17,550	1 YR(2)	FULL SERVICE	MAR 87	MAR 87	4,430	1,397,024
AMOCO CHEMICAL	LO	6150 CU FT	15	726,225	8,250	5 YRS(1)	FULL SERVICE	APR 87	APR 87	2,179	689,173
ASHLAND-LITE	111A100M1	23,500 GAL	1	54,639	475	1 YR(2)	FULL SERVICE	MAY 80	JUN 88	137	40,974
BARTLETT	LO	4750 CU FT	198	8,527,595	89,100	3 YRS(2)	FS UTIL(15)	NOV 80	AUG 85	25,583	6,125,543
B F GOODRICH	112J400W	33,885 GAL	19	1,278,700	12,493	5 YRS	FULL SERVICE	JAN 82	JAN 82	3,197	1,022,937
BURLINGTON NORTHERN RR	LO	4750 CU FT	117	5,102,106	0	NA	NA	JAN 81	AUG 87	15,306	4,674,419
BURLINGTON NORTHERN RR	INTR MDL	NA	10	1,303,330	15,817	11 MOS(3)	NET	FEB 87	FEB 87	3,910	1,229,822
CAGY RR	LO	4750 CU FT	49	1,715,000	19,157	3 YRS	FS UTIL(15)	SEP 81	SEP 81	5,145	1,282,820
CAIN CHEMICAL	111A100M1	21,004 GAL	17	743,206	6,766	15 YRS(4)	NET	MAR 83	AUG 87	1,858	621,884
CAIN CHEMICAL	LO	6150 CU FT	24	1,176,725	14,280	5 YRS(5)	NET	MAY 88	MAY 88	4,440	1,094,528
CARGILL, INC	LO	4750 CU FT	37	1,591,533	11,100	1 YR(2)	FULL SERVICE	JUN 85	OCT 86	4,774	1,164,254
CHEVRON USA	111A100M3	13,500 GAL	20	1,037,810	6,500	1 YR(2)	FULL SERVICE	MAY 81	MAY 85	2,594	813,246
CSI	BOX CARS	86' 6"	40	1,408,717	20,080	5 YRS(2)	NET	JUL 87	FEB 88	10,365	1,317,065
D & RGW RR CO	LO	4750 CU FT	70	3,106,959	25,270	12/31/89	FS UTIL(15)	APR 81	MAR 83	9,321	2,284,796
D & RGW RR CO	LO	4750 CU FT	24	1,059,250	8,664	6/30/89	FS UTIL(15)	JUL 80	JUN 84	3,178	747,828
D & RGW RR CO	LO	4750 CU FT	124	5,270,060	27,652	12/31/90	FS UTIL(15)	DEC 80	JAN 86	15,811	3,812,796
D & RGW RR CO	LO	4750 CU FT	5	207,700	1,805	12/31/90	FS UTIL(15)	JUL 86	AUG 86	623	177,785
ETI ENERGY	112J340W	34,090 GAL	50	3,325,709	31,000	15 YRS(14)	NET	AUG 80	OCT 81	8,314	2,620,872
FARMERS COOP	LO	4750 CU FT	21	911,358	11,130	10 YRS	FS UTIL(15)	APR 80	APR 80	2,734	635,230
FARMLAND INDUSTRIES	LO	4750 CU FT	1	44,887	520	10 YRS(6)	FULL SERVICE	JUN 81	NOV 82	135	33,167
FINA CO	LO	5850 CU FT	40	2,073,770	23,000	5 YRS(7)	FULL SERVICE	JUL 88	SEP 88	6,011	1,993,001
FRITO LAY	LO	4750 CU FT	17	681,700	3,100	2 YRS(2)	FULL SERVICE	OCT 81	OCT 86	1,804	314,971
HUBINGER	LO	5125 CU FT	10	628,000	7,950	5 YRS(7)	FULL SERVICE	APR 88	APR 88	1,884	617,826
IBP INC	111A100M1	23,635 GAL	27	1,458,000	13,554	15 YRS(8)	NET	JUN 83	JUN 83	3,645	1,229,850
ICG RR	GONDOLA	2494 CU FT	250	10,250,000	94,234	12/31/96	FS UTIL(15)	SEP 81	SEP 81	30,750	7,672,535
ICI AMERICAS	111A100M3	17,604 GAL	16	760,408	7,040	15 YRS(4)	NET	JUN 83	JUN 83	1,901	640,647
LAROCHE INDUSTRIES	112J340W	34,000 GAL	25	1,737,050	18,250	10 YRS	FULL SERVICE	DEC 80	JAN 81	4,343	1,334,213
MARTIN GAS	111A100M3	13,500 GAL	33	1,714,042	9,075	1 YR(2)	FULL SERVICE	MAR 81	DEC 87	4,285	1,347,533
MARTIN GAS	111A100M3	13,500 GAL	17	882,848	4,675	1 YR(2)	FULL SERVICE	MAY 82	JAN 88	2,208	693,361
M-K-T RR	LO	4750 CU FT	192	8,618,244	67,200	15 YRS(10)	NET	JAN 83	JAN 83	25,855	6,852,720
MONFORT	111A100M1	23,635 GAL	40	2,166,240	23,720	12 YRS(11)	FULL SERVICE	MAR 81	MAR 81	5,416	1,678,831
MONFORT	111A100M1	23,635 GAL	1	45,500	574	12 YRS	FULL SERVICE	JUL 87	JUL 87	114	43,904
NATIONAL STARCH	LO	5125 CU FT	5	299,000	3,975	10 YRS(12)	FULL SERVICE	MAY 88	MAY 88	897	293,412
NATIONAL STARCH	111A100M1	29,947 GAL	6	286,998	2,880	5 YRS(7)	FULL SERVICE	AUG 88	AUG 88	717	286,281
NORTHWOOD ELEVATOR	LO	4750 CU FT	25	1,089,171	13,000	10 YRS	FULL SERVICE	APR 80	APR 80	3,267	760,350
NOVA ENERGY	111A100M1	29,947 GAL	1	42,902	481	15 YRS	FULL LESS TAX	JUL 87	JUL 87	107	41,404
OLIN CORP	105J500W	17,368 GAL	19	1,235,627	12,103	15 YRS(7)	FULL SERVICE	JUL 88	JUL 88	3,089	1,229,449
OLIN CORP	111A100M1	16,664 GAL	54	2,752,434	27,243	15 YRS(7)	FULL SERVICE	AUG 88	AUG 88	6,881	2,746,190
PHILLIPS PETRO	111A100M3	13,500 GAL	30	1,688,310	16,560	15 YRS(13)	NET	MAR 83	MAR 83	4,221	1,408,755
PROCTOR & GAMBLE	LO	5125 CU FT	8	607,880	4,454	5 YRS(14)	FULL SERVICE	JUN 88	JUN 88	1,440	478,555

EXHIBIT A

LESSEE	CLASS	CAPACITY	QTY	ORIGINAL COST	MONTHLY RENTAL	TERM	LEASE TYPE	EARLIEST SERVICE	BEG CHRG DATE	MONTHLY DEPR	NBV @ 9/30/88
PPG INDUSTRIES, INC	111A100W1	21,000 GAL	2	107,000	1,050	5 YRS	FULL SERVICE	APR 82	APR 82	260	86,396
PUBLICICKER	111A100W1	30,000 GAL	2	105,476	1,002	12 YRS(6)	FULL SERVICE	OCT 80	OCT 80	264	80,423
REAGENT	111A100W5	20,429 GAL	10	436,080	3,690	15 YRS(7)	NET	JUN 88	JUN 88	1,090	432,810
REAGENT	111A100W5	20,429 GAL	20	872,160	7,380	15 YRS(7)	NET	JUL 88	JUL 88	2,180	867,800
REAGENT	111A100W5	20,429 GAL	8	348,864	2,952	15 YRS(7)	NET	AUG 88	AUG 88	872	347,992
SHELL OIL CO	105J400W	33,900 GAL	37	2,590,000	19,980	13 MOS(3)	FULL SERVICE	DEC 81	APR 87	6,475	2,067,800
SCH10 OIL CO	111A100W1	30,000 GAL	5	263,690	2,510	56 MOS(2)	FULL SERVICE	OCT 80	FEB 88	659	201,062
UNION CARBIDE	111A100W1	21,020 GAL	10	535,000	5,250	1 YR(2)	FULL SERVICE	JUN 82	AUG 87	1,338	434,682
UNION CARBIDE	LO	6150 CU FT	10	482,450	6,000	5 YRS(17)	FULL SERVICE	JUN 88	JUN 88	1,447	478,109
USGL	112J340W	34,000 GAL	1	66,183	653	10 YRS	FULL SERVICE	JUN 80	JUN 80	165	49,813
VISTA CHEM	105J300W	24,850 GAL	60	3,873,588	38,175	5 YRS	FULL SERVICE	MAR 81	JUN 86	9,684	3,003,300
TOTAL UNENCUMBERED			2,016	\$ 95,716,120	\$ 845,426					\$ 278,695	\$ 76,980,419
			*****	*****	*****					*****	*****

NOTES

1. CARS SHALL CON'T UNDER LEASE THEREAFTER FOR SUCCESSIVE ONE MO TERMS (30 DAY CANCELLATION NOTICE)
2. LEASE SHALL CON'T FOR SUCCESSIVE 12 MO TERMS UNLESS 60 DAY CANCELLATION NOTICE
3. LEASE SHALL CON'T FOR SUCCESSIVE 11 MO TERMS UNTIL A 60 DAY CANCELLATION NOTICE IS GIVEN
4. PURCHASE OPTION FOR "ALL CARS" AFTER 7 YRS @ FMV (6 MO NOTICE)
5. LEASE SHALL CON'T FOR SUCCESSIVE 5 YR TERMS UNTIL A 60 DAY CANCELLATION NOTICE; LESSEE SHALL HAVE ONE-TIME EXCHANGE OPTION ON "ALL CARS" FOR NEW 5850 CU FT CARS AT ANY TIME PRIOR TO THE END OF THE 12th MO WITH A 90 DAY ADVANCE NOTICE
6. CANCELLATION PRIVILEGE AFTER 5 YRS--CUSTOMER DID NOT EXERCISE PRIVILEGE
7. LEASE SHALL CON'T FOR SUCCESSIVE 60 MO TERMS UNLESS 60 DAY CANCELLATION NOTICE
8. CANCELLATION PRIVILEGE UP TO MAX 27 CARS AFTER 7 YRS W/ PENALTY PYMT OF \$1,960/CAR (7 MO NOTICE) & PURCHASE OPTION FOR "ALL CARS" AFTER 7 YRS @ \$48,500/CAR (7 MO NOTICE)
9. LEASE SHALL CON'T FOR SUCCESSIVE 12 MO TERMS AFTER JUNE 1, 1988
10. PURCHASE OPTION FOR "ALL CARS" AFTER 5 YRS @ CASUALTY VALUE/CONTRACT (6 MO NOTICE) CUSTOMER DID NOT EXERCISE THIS OPTION
11. CANCELLATION PRIVILEGE AFTER 7 YRS W/ PENALTY OF \$3,678/CAR (6 MO NOTICE) OR CANCELLATION PRIVILEGE AFTER 10 YRS W/ PENALTY OF \$2,135/CAR (7 MO NOTICE)
12. LEASE SHALL CON'T FOR SUCCESSIVE 60 MO TERMS UNTIL A 60 DAY CANCELLATION NOTICE IS GIVEN; LESSEE SHALL HAVE ONE-TIME OPTION TO TERMINATE LEASE AT THE END OF 5 YRS WITH A 3 MO NOTICE
13. CANCELLATION PRIVILEGE FOR "ALL CARS" AFTER 7 YRS (6 MO NOTICE) & PURCHASE OPTION FOR "ALL CARS" AFTER 7 YRS @ \$50,281/CAR (6 MO NOTICE)
14. PURCHASE OPTION FOR "ALL CARS" AFTER 7 YRS @ \$67,000/CAR (7 MO NOTICE) CUSTOMER DID NOT EXERCISE THIS OPTION.
15. MONTHLY RENTAL VARIES--MONTHLY RENTAL BASED ON 3 MO AVERAGE
16. CARS SHALL CON'T UNDER LEASE THEREAFTER FOR SUCCESSIVE ONE MO TERMS (60 DAY CANCELLATION NOTICE)
17. LEASE SHALL CON'T FOR SUCCESSIVE 5 YR TERMS UNTIL A 60 DAY CANCELLATION NOTICE; LESSEE SHALL HAVE ONE-TIME EXCHANGE OPTION ON "ALL CARS" FOR NEW 5850 CU FT CARS AT ANY TIME PRIOR TO THE END OF THE 24th MO
18. LEASE SHALL CON'T FOR SUCCESSIVE 6 MO TERMS UNTIL A 60 DAY CANCELLATION NOTICE IS GIVEN

EXHIBIT B TO EQUIPMENT TRUST AGREEMENT

1. Railroad Car Lease Agreement, dated April 13, 1983, between Trinity Industries Leasing Company and A. E. Staley Manufacturing Company covering the following described railroad cars: (Rider 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	17,641 Gal. 111A100W3 Tank Cars	STMX 756 & 757

2. Railroad Car Lease Agreement, dated August 16, 1988, between Trinity Industries Leasing Company and A. E. Staley Manufacturing Company covering the following described railroad cars: (Partial Rider 1 & Full Rider 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
104	4,750 Cu. Ft. Covered Hopper Cars	TILX 1811,1827,1833,1834,1837 1841,1843,1845,1852,1853 1858,1861,1870,1874,1876 1878-1880,1882-1884,1887 1888,1890,1893,1896-1898 1901,1902,1904,1906,1917 1938,1941,1943,1945-1947 1949,1953,1955-1957,1982 1983,1985,1987,1989,1994 1995,1998,2000,2005 TILX 511039,511040,511047 511050,511056,511057 511061,511062,511067 511070,511072,511073 511075,511077,511083 511085,511086,511091- 511093,511103,511107 511108,511734,511736 511755,511787,511791 511793,511795,511798 511799,511929,511942 511946,511952,511964 511971,511972,511974 511975,511984,511986 511988,511991,511994 511997,512016,512018 512019

3. Railroad Car Lease Agreement, dated January 21, 1981, between Trinity Industries Leasing Company and ADM Transportation Company covering the following described railroad cars: (Partial Rider 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
41	4,750 Cu. Ft. Covered Hopper Cars	TILX 1810,1828,1830,1846,1848 1849,1854,1856,1859,1867 1868,1871,1877,1881,1885 1886,1891,1892,1894,1895 1899,1905,1909,1921,1951 1952,1954,1958,1959,1981 1984,1986,1988,1990,1993 1996,1997,1999,2001,2002 2004

4. Railroad Car Lease Agreement, dated March 26, 1979, between Trinity Industries Leasing Company and Amoco Oil Company covering the following describe railroad cars: (Riders 7 & 8)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
61	6,150 Cu. Ft. Covered Hopper Cars	TILX 006201-006217,006251- 006271,006273-006295

5. Railroad Car Lease Agreement, dated February 15, 1980, between Trinity Industries Leasing Company and Ashland Oil, Inc. covering the following describe railroad cars: (Rider 8)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	23,500 Gal. 111A100W1 Tank Car	TILX 260130

6. Railroad Car Lease Agreement, dated August 14, 1985, between Trinity Industries Leasing Company and Bartlett and Company covering the following described railroad cars: (Riders 1 & 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
198	4,750 Cu. Ft. Covered Hopper Cars	TILX 1450-1474,1490-1501,1503- 1534,1536-1554,1630-1649 1651-1664,1689-1696,1812- 1824,1826,1829,1831,1832 1836,1838-1840,1842,1844 1847,1850,1851,1857,1860 1862-1865,1869,1872,1873 1875,1907,1908,1910-1916 1918-1920,1922-1937,1939 1940,1942,1944

7. Railroad Car Lease Agreement, dated December 8, 1981, between Trinity Industries Leasing Company and BF Goodrich Company, Chemical Group covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
19	33,885 Gal. 112J400W Tank Cars	TILX 300701-300719

8. Railroad Car Lease Agreement, dated February 26, 1987, between Trinity Industries Leasing Company and Burlington Northern Railroad Company covering the following described railroad cars: (Partial Riders 1 & 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
117	4,750 Cu. Ft. Covered Hopper Cars	TILX 511041-511046, 511048 511049, 511051-511055 511059, 511060, 511063- 511066, 511068, 511069 511071, 511074, 511076 511079-511082, 511084 511087-511090, 511094- 511102, 511104-511106 511110, 511111, 511113 511788-511790, 511792 511794, 511796, 511797 511800-511803, 511924 511926-511928, 511930- 511935, 511937-511941 511944, 511945, 511949 511950, 511953-511957 511962, 511963, 511965 511968-511970, 511973 511976, 511977, 511979 511987, 511989, 511990 511993, 511995, 511996 511998, 511999, 512000- 512004, 512007-512015 512020, 512021

9. Railroad Car Lease Agreement, dated August 11, 1986, between Trinity Industries Leasing Company and Burlington Northern Railroad Co. covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	Articulated Double Stack Container Well Cars	BN 63900-630909

10. Railroad Car Lease Agreement, dated August 20, 1981, between Trinity Industries Leasing Company and Columbus & Greenville Railway Company covering the following described railroad cars: (Rider 3)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
49	4,750 Cu. Ft. Covered Hopper Cars	CAGY 400-438,440-449

11. Railroad Car Lease Agreement, dated February 7, 1983, between Trinity Industries Leasing Company and ICI Americas Inc. (assigned to Cain Chemical Inc. covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
17	21,004 Gal. 111A100W1	ALAX 82001-82006,82008 82010-82019

12. Railroad Car Lease Agreement; dated February 7, 1983, between Trinity Industries Leasing Company and ICI Americas Inc. (assigned to Cain Chemical Inc. covering the following described railroad cars: (Rider 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
24	6,150 Cu. Ft. Covered Hopper Cars	TILX 006200,006218 006311-006332

13. Railroad Car Lease Agreement, dated May 17, 1979, between Trinity Industries Leasing Company and Cargill, Inc. covering the following described railroad cars: (Rider 9)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
37	4,750 Cu. Ft. Covered Hopper Cars	TILX 511922,511923,511925 511936,511943,511948 511951,511958-511961 511966,511967,511980- 511983,511985,512005 512006,512017,512037 TILX 1475-1489

14. Railroad Car Lease Agreement, dated March 19, 1984, between Trinity Industries Leasing Company and Gulf Oil Corporation (acquired by **Chevron, USA**) covering the following described railroad cars: (**Rider 2**)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	13,500 Gal. 111A100W3 Tank Cars	TILX 135103,135105-135107 135111,135113,135114 135116,135117,135124 135129,135130,135141- 135143,135150,135154 135157,135165,135168

15. Railroad Car Lease Agreement, dated July 1, 1987, between Trinity Industries Leasing Company and **CSX Transportation, Inc.** covering the following described railroad cars: (**Rider 1**)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
40	86' 6" Auto Parts Box Cars	CSXT 179391-179407 180906-180928

16. Railroad Car Lease Agreement, dated December 6, 1982, between Trinity Industries Leasing Company and **The Denver & Rio Grande Western Railroad Company** covering the following described railroad cars: (**Riders 1,2,3 & 4**)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
223	4,750 Cu. Ft. Covered Hopper Cars	DRGW 10541-10664,10666-10670 10696-10714,10716-10720 10780-10849

17. Railroad Car Lease Agreement, dated June 16, 1981, between Trinity Industries Leasing Company and Stephens Energy Ltd. (acquired by Superior Propan Inc. and named changed to **ETI Energy Transportation Inc.**) covering the following described railroad cars: (**Riders 1,2,3 & 4**)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
50	34,090 Gal. 112J340W Tank Cars	GWHX 81001-81030 GWHX 300551-300560 300720-300729

18. Railroad Car Lease Agreement, dated February 6, 1980, between Trinity Industries Leasing Company and **Farmers Cooperative Grain** covering the following described railroad cars: (**Rider 1**)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
21	4,750 Cu. Ft. Covered Hopper Cars	TILX 511737-511746,511748- 511754,511756,511757 511759,511761

19. Railroad Car Lease Agreement, dated December 21, 1979, between Trinity Industries Leasing Company and Farmland Industries, Inc. covering the following described railroad cars: (Partial Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	4,750 Cu. Ft. Covered Hopper Car	TILX 511709

20. Railroad Car Lease Agreement, dated July 16, 1980, between Trinity Industries Leasing Company and Cosden Oil & Chemical Company (name changed to Frito-Lay Oil and Chemical Company) covering the following described railroad cars: (Rider 5)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
40	5,850 Cu. Ft. Covered Hopper Cars	TILX 057000-057039

21. Railroad Car Lease Agreement, dated July 13, 1981, between Trinity Industries Leasing Company and Frito-Lay, Inc. covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
17	4,750 Cu. Ft. Covered Hopper Cars	TILX 512022-512031, 512033- 512035, 512038-512041

22. Railroad Car Lease Agreement, dated May 21, 1984, between Trinity Industries Leasing Company and Hubinger Company (a subsidiary of H.J. Heinz) covering the following described railroad cars: (Rider 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	5,125 Cu. Ft. Covered Hopper Cars	TILX 005001-005010

23. Railroad Car Lease Agreement, dated March 7, 1983, between Trinity Industries Leasing Company and IBP, Inc. covering the following described railroad cars: (Partial Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
27	23,635 Gal. 111A100W1 Tank Cars	IBPX 024027-024053

24. Railroad Car Lease Agreement, dated May 14, 1981, between Trinity Industries Leasing Company and Illinois Central Gulf Railroad Company covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
250	Gondolas	ICG 246500-246749

25. Railroad Car Lease Agreement, dated February 7, 1983, between Trinity Industries Leasing Company and ICI Americas Inc. covering the following described railroad cars: (Rider 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
16	17,604 Gal. 111A100W3 Tank Cars	ICIX 83101-83116

26. Railroad Car Lease Agreement, dated May 20, 1986, between Trinity Industries Leasing Company and LaRoche Industries, Inc. covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	34,000 Gal. 112J340W Tank Cars	TILX 300478-300502

27. Railroad Car Lease Agreement, dated September 12, 1985, between Trinity Industries Leasing Company and Martin Gas Sales, Inc. covering the following described railroad cars: (Riders 1, 2 & 3)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
50	13,500 Gal. 111A100W3 Tank Cars	TILX 135100-135102, 135104 135108-135110, 135112 135115, 135118-135123 135125-135128, 135131- 135140, 135144-135149 135151-135153, 135155 135156, 135158-135164 135166, 135167, 135169

28. Railroad Car Lease Agreement, dated January 20, 1983, between Trinity Industries Leasing Company and Missouri-Kansas-Texas Railroad Company covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
192	4,750 Cu. Ft. Covered Hopper Cars	MKT 4600-4791

29. Railroad Car Lease Agreement, dated March 6, 1981, between Trinity Industries Leasing Company and Swift Independent Packing Company (acquired by ConAgra of Omaha, Nebraska and name changed to **Monfort Company**) covering the following described railroad cars: **(Rider 1 & Partial Rider 3)**

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
41	23,635 Gal. 111A100W1 Tank Cars	TILX 260243-260282 260381

30. Railroad Car Lease Agreement, dated December 9, 1987, between Trinity Industries Leasing Company and **National Starch & Chemical Corporation** covering the following described railroad cars: **(Rider 1)**

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	5,125 Cu. Ft. Covered Hopper Cars	TILX 005011-005015

31. Railroad Car Lease Agreement, dated December 9, 1987, between Trinity Industries Leasing Company and **National Starch & Chemical Corporation** covering the following described railroad cars: **(Rider 2)**

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
6	29,947 Gal. 111A100W1 Tank Cars	TILX 190084-190089

32. Railroad Car Lease Agreement, dated February 6, 1980, between Trinity Industries Leasing Company and Des Moines Grain Services, Company (assigned to **Northwood Cooperative Elevator**) covering the following described railroad cars: **(Rider 1)**

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	4,750 Cu. Ft. Covered Hopper Cars	TILX 511804-511828

33. Railroad Car Lease Agreement, dated June 4, 1984, between Trinity Industries Leasing Company and **Nova Energy Systems Inc.** covering the following described railroad cars: **(Partial Rider 3)**

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	29,947 Gal. 111A100W1 Tank Car	TILX 190083

34. Railroad Car Lease Agreement, dated July 15, 1988, between Trinity Industries Leasing Company and Olin Corporation covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
19	17,368 Gal. 105J500W Tank Cars	TILX 40098-400116

35. Railroad Car Lease Agreement, dated July 15, 1988, between Trinity Industries Leasing Company and Olin Corporation covering the following described railroad cars: (Partial Rider 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
54	16,664 Gal. 111A100W1 Tank Cars	TILX 160000-160017 160019-160053,160055

36. Railroad Car Lease Agreement, dated February 14, 1983, between Trinity Industries Leasing Company and Phillips Chemical Company covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
30	13,500 Gal. 111A100W3 Tank Cars	FSPX 13601-13630

37. Railroad Car Lease Agreement, dated June 19, 1984, between Trinity Industries Leasing Company and Procter & Gamble Manufacturing Company covering the following described railroad cars: (Rider 6)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
8	5,125 Cu. Ft. Covered Hopper Cars	TILX 00516-005023

38. Railroad Car Lease Agreement, dated March 12, 1982, between Trinity Industries Leasing Company and PPG Industries, Inc. covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	21,000 Gal. 111A100W1 Tank Cars	TILX 220013 & 220014

39. Railroad Car Lease Agreement, dated November 28, 1979, between Trinity Industries Leasing Company and Publicker Industries, Inc. covering the following described railroad cars: (Partial Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
2	30,000 Gal. 111A100W1 Tank Cars	TILX 190027 & 190032

40. Railroad Car Lease Agreement, dated July 1, 1987, between Trinity Industries Leasing Company and Reagent Chemical & Research, Inc. covering the following described railroad cars: (Partial Rider 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
38	20,429 Gal. 111A100W5 Tank Cars	RCRX 001257,001258 001260-001295

41. Railroad Car Lease Agreement, dated May 7, 1980, between Trinity Industries Leasing Company and Shell Oil Company covering the following describe railroad cars: (Rider 3)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
37	33,900 Gal. 105J400W Tank Cars	TILX 400061-400097

42. Railroad Car Lease Agreement, dated February 12, 1988, between Trinity Industries Leasing Company and SOHIO Oil Company covering the following describe railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	30,000 Gal. 111A100W1 Tank Cars	TILX 190025,190026 190029-190031

43. Railroad Car Lease Agreement, dated July 1, 1987, between Trinity Industries Leasing Company and Union Carbide Corporation covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	21,020 Gal. 111A100W1 Tank Cars	TILX 021000-021003,021008 021006-021010

44. Railroad Car Lease Agreement, dated July 1, 1987, between Trinity Industries Leasing Company and Union Carbide Corporation covering the following described railroad cars: (Rider 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	6,150 Cu. Ft. Covered Hopper Cars	TILX 006301-006310

45. Railroad Car Lease Agreement, dated February 15, 1980, between Trinity Industries Leasing Company and U.S.G.L., Inc. covering the following described railroad cars: (Rider 1)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
1	34,000 Gal. 112J340W Tank Car	TILX 300345

46. Railroad Car Lease Agreement, dated September 28, 1979, between Trinity Industries Leasing Company and Conoco, Inc. (assigned to Vista Chemical Company) covering the following described railroad cars: (Rider 2)

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
60	24,850 Gal. 105J300W Tank Cars	TILX 400000-400050 400052-400060