

9-191A020

#13

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

16017-D

RECORDATION NO 16017-D FILED 1989

JUL 10 1989 - 11 45 AM

June 19, 1989

INTERSTATE COMMERCE COMMISSION

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

JUL 10 11 49 AM '89  
RECEIVED SECRETARY'S OFFICE

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 Assignment dated as of June 19, 1989 (to the Equipment Trust Agreement, dated as of November 4, 1988) between Trinity Industries Leasing Company and NCNB Texas National Bank, as Trustee (the "Assignment"), a primary document as defined in the foregoing Rules and Regulations.

The enclosed Assignment relates to the Equipment Trust Agreement dated as of November 4, 1988 between Trinity Industries Leasing Company and NCNB Texas National Bank, as Trustee, which was filed and recorded under Recordation Number 16017 on November 11, 1988, and supplemented by assignments, bills of sale and a correction agreement under Recordation Numbers 16017-A through 16017-C.

The addresses of the parties to the enclosed document are:

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

Trustee: NCNB Texas National Bank  
One Dallas Centre  
350 North St. Paul, Ninth Floor  
Dallas, Texas 75201  
Attention: Corporate Trust Department

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A hereto. The foregoing railroad equipment consists solely of tank cars intended for use relating to interstate commerce.

*Country Club - C.T. Koppelman*

Mrs. Mildred Lee  
Interstate Commerce Commission  
June 19, 1989  
Page 2

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 Assignment not needed to your files to the representative of Alvord and Alvord who is delivering this letter and said enclosures to you.

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

Assignment dated as of June 19, 1989, between Trinity Industries Leasing Company and NCNB Texas National Bank, as Trustee, covering various railroad cars.

TRINITY INDUSTRIES LEASING COMPANY

By:   
F. Dean Phelps, Jr.  
Vice President

EXHIBIT A

1. Railroad Car Lease Agreement (Partial Rider 3), dated August 14, 1985, between Trinity Industries Leasing Company and Bartlett and Company, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreements described in paragraphs 8, 13 and 18 of Exhibit B to the Assignment dated November 4, 1988 from NCNB Texas National Bank as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
49	4,750 Cu. Ft. Covered Hopper Cars	TILX 511043, 511044, 511046, 511049, 511053, 511059, 511063, 511064, 511096, 511104, 511105, 511111, 511737, 511741-511743, 511749, 511751, 511754, 511757, 511788, 511792, 511797, 511801, 511803, 511922, 511926, 511928, 511932, 511934, 511937, 511940, 511944, 511949, 511961, 511963, 511966, 511968, 511980, 511983, 511985, 511995, 511996, 511998, 512000, 512007, 512010, 512011, 512015

2. Railroad Car Lease Agreement (Schedule 4), dated August 20, 1981, between Trinity Industries Leasing Company and Columbus and Greenville Railway Company, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreements described in paragraphs 8, 13, 18 and 21 of Exhibit B to the Assignment dated November 4, 1988 from such Company to NCNB Texas National Bank as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
19 511738,	4,750 Cu. Ft.  Covered Hopper Car	CAGY 511042, 511060,  511739, 511794, 511924, 511950, 511954, 511967, 511989, 512022-512025,
512028-512031, 512034		

3. Railroad Car Lease Agreement (Partial Rider 3), dated July 15, 1988, between Trinity Industries Leasing Company and Olin Corporation, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in paragraph 8 of Exhibit B to the Assignment dated November 4, 1988 from such Company to NCNB Texas National Bank as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
15	4,750 Cu. Ft. Covered Hopper Cars	TILX 511930, 511945, 511957, 511969, 511970, 511977, 511990, 511993, 511999, 512004, 512009, 512012-512014, 512020

4. Railroad Car Utilization Lease Agreement (Partial Schedule 3), dated May 31, 1985, between Trinity Industries Leasing Company and Kyle Railroad Company, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreements described in paragraphs 8, 13, 18 and 21 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
85	4,750 Cu. Ft. Covered Hopper Cars	KYLE 511041, 511045, 511048, 511051, 511052, 511054, 511055, 511065, 511066, 511068, 511069, 511071, 511074, 511076, 511079-511082, 511084, 511087-511090, 511094, 511095, 511097-511102, 511106, 511110, 511113, 511740, 511744-511746, 511748, 511750, 511752, 511753, 511756, 511759, 511761, 511789, 511790, 511796, 511800, 511802, 511927, 511931, 511933, 511935, 511938, 511939, 511941, 511953, 511955, 511956, 511959, 511962, 511965, 511973, 511976, 511979, 511981, 511987, 512001-512003, 511006, 512008, 512021, 512027, 512033, 512035, 512037, 512041 KYLE 1484-1489

5. Railroad Car Lease Agreement (Rider 2 and Partial Rider 1), dated March 30, 1982, between Trinity Industries Leasing Company and United States Borax and Chemical Corporation, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in paragraph 21 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	4,750 Cu. Ft. Covered Hopper Cars	TILX 512026, 512038, 512039, 512040

6. Railroad Car Lease Agreement (Rider 1), dated November 8, 1988, between Trinity Industries Leasing Company and Nu-West Industries, Inc., covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in paragraph 27 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	13,500 Gal. 111A100W3 Tank Cars	TILX 135101, 135108, 135119, 135120, 135122, 135123, 135125, 136126, 135132, 135137, 135139, 135140, 135145-135149, 135152, 135153, 135155, 135158, 135160, 135162, 135164, 135166

7. Railroad Car Lease Agreement (Rider 3), dated May 1, 1984, between Vista Chemical Company and Trinity Industries Leasing Company (which was described in paragraph 46 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee) was assigned to Vulcan Chemicals by Agreement dated October 3, 1988 among Vista Chemicals Company, Vulcan Chemicals and Trinity Industries Leasing Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
22	24,850 Gal. 105J300W Tank Cars	TILX 400038-400050, 400052-400060

8. Railroad Car Lease Agreement (Rider 1), dated October 1, 1988, between Trinity Industries Leasing Company and Air Products and Chemicals, Inc., covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in paragraph 39 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee):

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

9. Railroad Car Lease Agreement (Rider 1), dated July 1, 1987, between Trinity Industries Leasing Company and Union Carbide Corporation (which was described in paragraph 43 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee) was assigned to Rhone-Poulenc AG Company by Agreement dated July 1, 1987 among Union Carbide Corporation, Rhone-Poulenc AG Company and Trinity Industries Leasing Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	21,020 Gal. 111A100W1 Tank Cars	TILX 021000-021004, 021006-021010

10. Railroad Car Lease Agreement, dated January 20, 1983, between Trinity Industries Leasing Company and Missouri-Kansas-Texas Railroad Company (which was described in paragraph 28 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as trustee) was assumed by Missouri Pacific Railroad Company by an Assumption Agreement dated March 7, 1989 between Missouri Pacific Railroad Company and Trinity Industries Leasing Company, covering the following described railroad cars:

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

11. Railroad Car Lease Agreement, dated February 26, 1987, between Trinity Industries Leasing Company and Burlington Northern Railroad; Railroad Car Lease Agreement, dated February 6, 1980 between Trinity Industries Leasing Company and Farmers Cooperative Grain; Railroad Car Lease Agreement, dated July 13, 1981, between Trinity Industries Leasing Company and Frito Lay, Inc.; and Railroad Car Lease Agreement, dated November 28, 1979, between Trinity Industries Leasing Company and Publicker Industries, Inc. are no longer subject to the Trust Agreement due to the fact that all of the railroad cars under these leases and subject to the Trust Agreement have been given new prefixes and are now covered by other leases subject to the Trust Agreement.

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

F. Dean Phelps, Jr.  
Vice President  
TRINITY INDUSTRIES LEASING COMPANY  
3910 WASHINGTON AVENUE  
HOUSTON, TEXAS 77007

Dear:

Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/10/89, at 11:45AM, and assigned recordation number(s). 16017-D and 16017-E

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

RECORDATION NO

16017-D

FILED 1925

JUL 10 1989 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

TRINITY INDUSTRIES LEASING COMPANY  
EQUIPMENT TRUST (SERIES 7)

Dated as of June 19, 1989

Between

NCNB TEXAS NATIONAL BANK, Trustee

and

TRINITY INDUSTRIES LEASING COMPANY

## ASSIGNMENT

ASSIGNMENT dated as of June 19, 1989, (the "Assignment"), between NCNB TEXAS NATIONAL BANK, a national banking association, as trustee (the "Trustee") under the Trust Agreement, as hereinafter defined, and TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (the "Company").

## PRELIMINARY STATEMENT

The Company has sold, transferred and delivered to the Trustee certain railroad equipment (the "Trust Equipment") pursuant to the Equipment Trust Agreement, dated as of November 4, 1988, between the Company and the Trustee (the "Trust Agreement").

Pursuant to the Trust Agreement the following documents were executed and delivered and recorded as described below:

- (a) An Equipment Trust Agreement dated as of November 4, 1988, between the Company and the Trustee (the "Trust Agreement") recorded with the Interstate Commerce Commission (the "ICC") under record number 16017;
- (b) An Assignment dated November 4, 1988, between the Trustee and the Company (the "Assignment") recorded with the ICC under record number 16017-A;
- (c) A Bill of Sale dated November 4, 1988, between Trinity and the Company which was not recorded;
- (d) A Bill of Sale dated November 4, 1988, between the Company and the Trustee recorded with the ICC under record number 16017-B;
- (e) A Financing Statement executed by the Company, as debtor, covering the property conveyed by the Assignment and filed with the the Secretary of State of Texas on November 8, 1988 under file number 257182;
- (f) A Financing Statement executed by the Company, as debtor, covering the railroad cars subject to the Trust Agreement and filed with the Secretary of State of Texas on November 8, 1988 under file number 257181;
- (g) A Correction Agreement dated December 9, 1988 but effective on November 4, 1988, by and among the Company, Trinity Industries, Inc., The CIT Group/Equipment Financing, Inc., and the Trustee recorded with the ICC under record number 16017-C.

Title to the units of Trust Equipment to which this Assignment relates has been vested in and retained by the Trustee and the Trust Equipment has been leased to the Company under the Trust Agreement, subject to the lease between the Company and Bartlett and Company ("Bartlett") dated August 14, 1985 (the "Bartlett Lease"), the lease between the Company and Burlington Northern Railroad Company dated February 26, 1987 (the "Burlington Lease"), the lease between the Company and Columbus and Greenville Railway Company ("Columbus") dated August 20, 1981 (the "Columbus Lease"), the lease between the Company and Cargill, Inc. dated May 17, 1979 (the "Cargill Lease"), the lease between the Company and Farmers Cooperative Grain dated February 6, 1980 (the "Farmers Lease"), the lease between the Company and Frito-Lay, Inc. dated July 13, 1981 (the "Frito-Lay Lease"), the lease between the Company and Martin Gas Sales, Inc. dated September 12, 1985 (the "Martin Lease"), the lease between the Company and Olin Corporation ("Olin") dated July 15, 1988 (the "Olin Lease"), the lease between the Company and Publicker Industries, Inc. dated November 28, 1979 (the "Publicker Lease"), the lease between the Company and Union Carbide Corporation dated July 1, 1987 (the "Union Carbide Lease"), the lease between the Company and Conoco, Inc. dated September 28, 1979 which was assigned to Vista Chemical Company by Agreement dated May 1, 1984 (the "Vista Lease"), and the lease between the Company and Missouri-Kansas-Texas Railroad Company dated January 20, 1983 (the "MKT Lease") all of which were assigned to the Trustee pursuant to an Assignment dated as of November 4, 1988 between the Trustee and the Company.

The leases subject to the Assignment described above have been changed as follows:

(a) Various Trust Equipment subject to the Burlington Lease and to which this Assignment relates has been leased in part to Columbus under the Columbus Lease, in part to Bartlett under the Bartlett Lease, in part to Olin under the Olin Lease, and in part to Kyle Railroad Company ("Kyle") under a lease dated May 31, 1985 (the "Kyle Lease");

(b) Various Trust Equipment subject to the Cargill Lease and to which this Assignment relates has been transferred in part to Columbus under the Columbus Lease, in part to Bartlett under the Bartlett Lease and in part to Kyle under the Kyle Lease;

(c) Various Trust Equipment subject to the Farmers Lease and to which this Assignment relates has been leased in part to Columbus under the Columbus Lease, in part to Bartlett under the Bartlett Lease and in part to Kyle under the Kyle Lease;

(d) Various Trust Equipment subject to the Frito-Lay Lease and to which this Assignment relates has been leased in part to Columbus under the Columbus Lease, and in part to U.S. Borax and

Chemical Corporation under a lease dated March 30, 1982 and in part to Kyle under the Kyle Lease;

(e) Various Trust Equipment subject to the Martin Lease and to which this Assignment relates has been leased to Nu-West Industries, Inc. under a lease dated November 8, 1988;

(f) Various Trust Equipment subject to the Publicker Lease and to which this Assignment relates has been leased to Air Products and Chemicals, Inc. under a lease dated October 1, 1988;

(g) Various Trust Equipment subject to the Union Carbide Lease and to which this Assignment relates has been leased to Rhone-Poulenc AG Company as assignee of a lease between the Company and Union Carbide Corporation dated July 1, 1987; and

(h) The leasehold interest in various Trust Equipment subject to the Vista Lease and to which this Assignment relates has been assumed by Vulcan Chemicals under a lease dated May 1, 1984;

(i) The leasehold interest in various Trust Equipment subject to the MKT Lease has been assumed by Missouri Pacific Railroad Company by an Assumption Agreement dated March 7, 1989,

all pursuant to the terms of the leases referred to in Exhibit A hereto (the "Leases").

The parties hereto desire that the Trust Equipment to which this Assignment relates continue to be leased by the Trustee to the Company under the Trust Agreement, subject to the Leases.

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 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 by the Trustee 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 A 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 of 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). Except for the Assignment dated November 4, 1988, hereinabove referred to, the Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of such units of 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 the Leases.

2. It is expressly understood and agreed that the assignment made and security interest granted herein apply 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, ipso facto, without further instrument of assignment (but do 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 the 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 such units of Trust Equipment in accordance with the terms of such Leases.

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 such units of Trust Equipment and (ii) enforce compliance by the 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 Assignment 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 the Leases or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Company under the Leases 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 Assignment shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to the Leases or any payments in respect of such units of Trust Equipment shall revert to the Company.

(b) Upon the release of any such 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 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 Assignment for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of the Leases or otherwise, or to enforce any provisions of the Leases, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever.

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 2525 Stemmons Freeway, Dallas, Texas 75207, or mailed to P. O. Box 568887, Dallas, Texas, 75356-8887, 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: 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 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 Assignment may be executed in counterparts of which shall be deemed to be an original and all of which counterparts together constitute but one and the same instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

11. THE PROVISIONS OF THIS ASSIGNMENT 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 and their respective corporate seals duly attested to be hereunto affixed as of the day and year first written.

ATTEST:

NCNB TEXAS NATIONAL BANK,  
Trustee

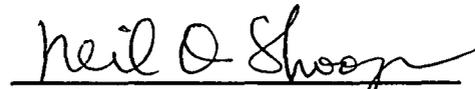
  
Title: ASSISTANT VICE PRESIDENT

(Corporate Seal)

By:   
Name: LINDA MCNEIL  
Title: Vice President

ATTEST:

TRINITY INDUSTRIES LEASING  
COMPANY

  
Assistant Secretary

(Corporate Seal)

By:   
F. Dean Phelps, Jr.  
Vice President

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

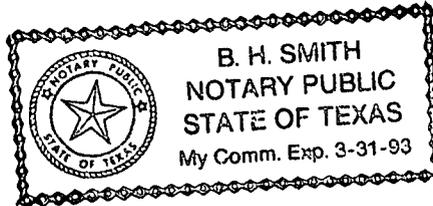
On this 23rd day of June 1989, before me personally appeared Linda McMill, to me personally known, who being by me duly sworn, says that he/she is a Vice President/Trust Officer of NCNB TEXAS NATIONAL BANK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

B. H. Smith  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[SEAL]



STATE OF TEXAS     §  
                              §  
COUNTY OF DALLAS   §

On this 20<sup>th</sup> day of June 1989, before me personally appeared F. Dean Phelps, to me personally known, who being by me duly sworn, says that he is the 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.

Beverly Baldridge  
Notary Public

My Commission Expires:

11/30/89

[SEAL]

EXHIBIT A

1. Railroad Car Lease Agreement (Partial Rider 3), dated August 14, 1985, between Trinity Industries Leasing Company and Bartlett and Company, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreements described in paragraphs 8, 13 and 18 of Exhibit B to the Assignment dated November 4, 1988 from NCNB Texas National Bank as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
49	4,750 Cu. Ft. Covered Hopper Cars	TILX 511043, 511044, 511046, 511049, 511053, 511059, 511063, 511064, 511096, 511104, 511105, 511111, 511737, 511741-511743, 511749, 511751, 511754, 511757, 511788, 511792, 511797, 511801, 511803, 511922, 511926, 511928, 511932, 511934, 511937, 511940, 511944, 511949, 511961, 511963, 511966, 511968, 511980, 511983, 511985, 511995, 511996, 511998, 512000, 512007, 512010, 512011, 512015

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<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
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512028-512031, 512034		

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4. Railroad Car Utilization Lease Agreement (Partial Schedule 3), dated May 31, 1985, between Trinity Industries Leasing Company and Kyle Railroad Company, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreements described in paragraphs 8, 13, 18 and 21 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
85	4,750 Cu. Ft. Covered Hopper Cars	KYLE 511041, 511045, 511048, 511051, 511052, 511054, 511055, 511065, 511066, 511068, 511069, 511071, 511074, 511076, 511079-511082, 511084, 511087-511090, 511094, 511095, 511097-511102, 511106, 511110, 511113, 511740, 511744-511746, 511748, 511750, 511752, 511753, 511756, 511759, 511761, 511789, 511790, 511796, 511800, 511802, 511927, 511931, 511933, 511935, 511938, 511939, 511941, 511953, 511955, 511956, 511959, 511962, 511965, 511973, 511976, 511979, 511981, 511987, 512001-512003, 511006, 512008, 512021, 512027, 512033, 512035, 512037, 512041 KYLE 1484-1489

5. Railroad Car Lease Agreement (Rider 2 and Partial Rider 1), dated March 30, 1982, between Trinity Industries Leasing Company and United States Borax and Chemical Corporation, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in paragraph 21 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	4,750 Cu. Ft. Covered Hopper Cars	TILX 512026, 512038, 512039, 512040

6. Railroad Car Lease Agreement (Rider 1), dated November 8, 1988, between Trinity Industries Leasing Company and Nu-West Industries, Inc., covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in paragraph 27 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	13,500 Gal. 111A100W3 Tank Cars	TILX 135101, 135108, 135119, 135120, 135122, 135123, 135125, 136126, 135132, 135137, 135139, 135140, 135145-135149, 135152, 135153, 135155, 135158, 135160, 135162, 135164, 135166

7. Railroad Car Lease Agreement (Rider 3), dated May 1, 1984, between Vista Chemical Company and Trinity Industries Leasing Company (which was described in paragraph 46 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee) was assigned to Vulcan Chemicals by Agreement dated October 3, 1988 among Vista Chemicals Company, Vulcan Chemicals and Trinity Industries Leasing Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
22	24,850 Gal. 105J300W Tank Cars	TILX 400038-400050, 400052-400060

8. Railroad Car Lease Agreement (Rider 1), dated October 1, 1988, between Trinity Industries Leasing Company and Air Products and Chemicals, Inc., covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in paragraph 39 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee):

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

9. Railroad Car Lease Agreement (Rider 1), dated July 1, 1987, between Trinity Industries Leasing Company and Union Carbide Corporation (which was described in paragraph 43 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as Trustee) was assigned to Rhone-Poulenc AG Company by Agreement dated July 1, 1987 among Union Carbide Corporation, Rhone-Poulenc AG Company and Trinity Industries Leasing Company, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
10	21,020 Gal. 111A100W1 Tank Cars	TILX 021000-021004, 021006-021010

10. Railroad Car Lease Agreement, dated January 20, 1983, between Trinity Industries Leasing Company and Missouri-Kansas-Texas Railroad Company (which was described in paragraph 28 of Exhibit B to the Assignment from such Company to NCNB Texas National Bank as trustee) was assumed by Missouri Pacific Railroad Company by an Assumption Agreement dated March 7, 1989 between Missouri Pacific Railroad Company and Trinity Industries Leasing Company, covering the following described railroad cars:

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

11. Railroad Car Lease Agreement, dated February 26, 1987, between Trinity Industries Leasing Company and Burlington Northern Railroad; Railroad Car Lease Agreement, dated February 6, 1980 between Trinity Industries Leasing Company and Farmers Cooperative Grain; Railroad Car Lease Agreement, dated July 13, 1981, between Trinity Industries Leasing Company and Frito Lay, Inc.; and Railroad Car Lease Agreement, dated November 28, 1979, between Trinity Industries Leasing Company and Publicker Industries, Inc. are no longer subject to the Trust Agreement due to the fact that all of the railroad cars under these leases and subject to the Trust Agreement have been given new prefixes and are now covered by other leases subject to the Trust Agreement.

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