

Series Five

# 30

15195-K

15195-L

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

RECORDATION NO 15195-K FILED 1990

RECORDATION NO 15195-K FILED 1990

JUL 27 1990 - 1 05 PM

July 24, 1990

JUL 27 1990 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

0-208A023 INTERSTATE COMMERCE COMMISSION

JUL 27 12 58 PM '90  
SECTION OF SHIPPING UNIT

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 (i) three (3) executed originals of an Assignment dated as of July 24, 1990 (to the Equipment Trust Agreement), dated as of March 15, 1987 (the "Trust Agreement") between Trinity Industries Leasing Company (the "Company") and RepublicBank Dallas (subsequently named First RepublicBank Dallas, N.A., now named NCNB Texas National Bank (the "Trustee") (as assignee of the Federal Deposit Insurance Corporation, as receiver for First RepublicBank Dallas, N.A.)), as Trustee between the Company and the Trustee (the "Assignment"), a primary document as defined in the foregoing Rules and Regulations and (ii) three (3) executed originals of a Modification Agreement dated as of July 24, 1990 (to the Trust Agreement) between the Company and the Trustee (the "Modification Agreement"), a secondary document as defined in the foregoing Rules and Regulations.

The enclosed Assignment and Modification Agreement relate to the Trust Agreement, which was filed and recorded under Recordation Number 15195 on March 31, 1987, and subsequently supplemented by assignments and bills of sale under Recordation Numbers 15195-A through 15195-J.

The addresses of the parties to the enclosed documents are:

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

*C. Kappeler*  
*Countryman*

Mrs. Mildred Lee  
Interstate Commerce Commission  
July 24, 1990  
Page 2

Trustee: NCNB Texas National Bank  
NCNB Plaza  
901 Main Street  
16th Floor  
Dallas, Texas 75202

We request that the Assignment be cross-indexed.

A description of the railroad equipment covered by (i) the Assignment is set forth in Exhibit A hereto and (ii) the Modification Agreement is set forth in Exhibit B hereto. The foregoing railroad equipment consists solely of railroad cars intended for use relating to interstate commerce.

Also enclosed is a check in the amount of \$30.00 to cover the required recordation fee.

You are hereby authorized to deliver stamped copies of the Assignment 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 primary document to appear in the Commission's Index follows:

1. Primary Document. Assignment dated as of July 24, 1990, between Trinity Industries Leasing Company and NCNB Texas National Bank, as Trustee, covering various railroad cars.
2. Secondary Document. Modification Agreement dated as of July 24, 1990, between Trinity Industries Leasing Company and NCNB Texas National Bank, as Trustee, covering various railroad cars (relating to the Equipment Trust Agreement dated as of March 31, 1987 between Trinity Industries Leasing Company and RepublicBank Dallas, N.A.).

TRINITY INDUSTRIES LEASING COMPANY

By: \_\_\_\_\_

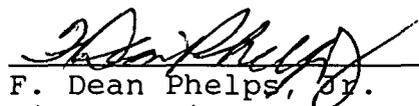
  
F. Dean Phelps, Jr.  
Vice President

EXHIBIT A TO ICC RECORDING LETTER

Description of Leases

1. Railroad Car Lease Agreement, dated August 21, 1979, between Trinity Industries Leasing Company (the "Company") and Coastal States Energy Company, assumed by Coastal Refining & Marketing, Inc., effective September 1, 1985, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in Exhibit A to the Assignment dated March 31, 1987 (the "March 31 Assignment") from such Company to RepublicBank Dallas, N.A., subsequently named First RepublicBank Dallas, N.A., which was assigned to NCNB Texas National Bank ("NCNB"), as trustee by the Federal Deposit Insurance Corporation ("FDIC")):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
35	34,090 GAL. DOT 112J340W Tank Cars	TILX 300596-300630

2. Railroad Car Lease Agreement, dated September 14, 1987, between the Company and Stauffer Chemical Company (now named Rhone-Poulenc Basic Chemical Company), effective October 1, 1989, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in Paragraph 2 of Exhibit A to the Assignment dated November 20, 1989 from such Company to NCNB):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
13	13,946 GAL. 111A100W2 Tank Cars	TILX 100362-100374

3. Railroad Car Lease Agreement dated December 1, 1989, between the Company and Polysar Limited (now named Nova Petrochemicals Inc.), covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreements described (a) in Exhibit A to the March 31 Assignment and (b) Paragraph 6 of Exhibit A to the Assignment dated July 19, 1989 from such Company to NCNB):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	33,885 GAL. 112J400W Tank Cars	TILX 81031-81055

EXHIBIT B TO ICC RECORDING LETTER

PART A

<u>Quantity and Type</u>	<u>Capacity in Gallons</u>	<u>Initialed Car Numbers</u>
25	33,885 Gal. 112J400W Tank Cars	GWHX 81031-81055

PART B

<u>Quantity and Type</u>	<u>Capacity in Gallons</u>	<u>Initialed Car Numbers</u>
25	33,885 Gal. 112J400W Tank Cars	TILX 81031-81055

RECORDATION NO. 15195-K FILED 1425

JUL 27 1990 -1 05 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

TRINITY INDUSTRIES LEASING COMPANY  
EQUIPMENT TRUST (SERIES 5)

Dated as of July 24, 1990

Between

NCNB TEXAS NATIONAL BANK, Trustee

and

TRINITY INDUSTRIES LEASING COMPANY

## ASSIGNMENT

ASSIGNMENT dated as of July 24, 1990 (hereinafter called this "Assignment"), between NNCB TEXAS NATIONAL BANK (as assignee of the Federal Deposit Insurance Corporation, receiver of First RepublicBank Dallas, N.A., formerly RepublicBank Dallas, N.A.), acting as Trustee under an Equipment Trust Agreement dated as of March 15, 1987 (hereinafter called the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

### PRELIMINARY STATEMENT

The Company has sold, transferred and delivered certain railroad equipment (hereinafter called the "Trust Equipment") pursuant to the Equipment Trust Agreement dated as of March 15, 1987 between the Company and RepublicBank Dallas, N.A., subsequently named First RepublicBank Dallas, N.A. All of the corporate trust business of First RepublicBank Dallas, N.A. has been assigned to NNCB Texas National Bank by the Federal Deposit Insurance Corporation (hereinafter called the "Trust Agreement").

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

- (a) The Trust Agreement recorded with the Interstate Commerce Commission (herein called the "ICC") under record number 15195;
- (b) An Assignment dated March 31, 1987 between the Company and the Trustee recorded with the ICC under record number 15195-A;
- (c) A Bill of Sale dated March 31, 1987 between the Company and the Trustee recorded with the ICC under record number 15195-B;
- (d) A Bill of Sale dated July 17, 1987 between the Company and the Trustee recorded with the ICC under record number 15195-C;
- (e) A Bill of Sale dated as of May 7, 1987 from the Company to the Trustee recorded with the ICC under record number 15195-D;
- (f) A Financing Statement executed by the Company, as Debtor, covering the property conveyed by the Assignment dated as of March 31, 1987, and filed with the Secretary of State of Texas on March 31, 1987 under file number 074190;

- (g) A Bill of Sale dated December 21, 1987 from the Trustee to Occidental Chemical Corporation recorded with the ICC under record number 15195-E;
- (h) A Partial Termination dated December 21, 1987 between the Company and the Trustee recorded with the ICC under record number 15195-F;
- (i) An Assignment dated as of July 19, 1989 between the Company and the Trustee recorded with the ICC under record number 15195-G;
- (j) A Financing Statement executed by the Company, as Debtor, covering the property conveyed by the Assignment dated as of July 19, 1989, and filed with the Secretary of State of Texas on July 21, 1989 under file number 163887;
- (k) An Assignment dated as of November 20, 1989 between the Company and the Trustee recorded with the ICC under record number 15195-H;
- (l) A First Supplement to the Trust Agreement dated as of November 20, 1989 between the Company and the Trustee recorded with the ICC under record number 15195-I;
- (m) A Bill of Sale dated as of November 20, 1989 from the Company to the Trustee recorded with the ICC under record number 15195-J; and
- (n) A Financing Statement executed by the Company, as Debtor, covering the property conveyed by the Assignment dated as of November 20, 1989, and filed with the Secretary of State of Texas on November 30, 1989 under file number 264451.

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 (1) the lease between the Company and Coastal States Energy Company dated August 21, 1979 (the "Coastal Lease"), which Lease was assigned to the Trustee pursuant to an Assignment dated as of March 31, 1987, between the Trustee and the Company, (2) the lease between the Company and Stauffer Chemical Company dated September 14, 1987 (the "Stauffer Lease"), which Lease was assigned to the Trustee pursuant to an Assignment dated as of November 20, 1989, between the Trustee and the Company, and (3) the lease between the Company and Stephens Energy Ltd. (assigned to ETI Transportation, Inc. ("ETI, Inc."), effective September 15, 1988) dated June 16, 1981 (the "Stephens Lease"), which lease was assigned to the Trustee pursuant to an Assignment dated as of March 31, 1987 between the Trustee and the Company (collectively the "Leases").

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

- (a) The Coastal Lease, as a result of the subsequent name change of Coastal States Energy Company to Coastal Refining & Marketing, Inc. ("Refining"), has been assumed by, and the Trust Equipment leased thereunder and to which this Assignment relates has been assigned to Refining pursuant to the Assignment between Coastal, Refining and the Company, effective September 1, 1985;
- (b) The Stauffer Lease, as a result of the name change of Stauffer to Rhone-Poulenc Basic Chemical Company ("Rhone") has been assumed by and the Trust Equipment leased thereunder and to which this assignment relates has been assigned to Rhone, effective October 1, 1989; and
- (c) The Stephens Lease, as a result of the name change of Stephens Energy Ltd. to ETI, Inc. was assumed by ETI, Inc., effective September 15, 1988, the Trust Equipment leased thereunder and to which this Assignment relates has been leased to Polysar Limited (now named Nova Petrochemicals Inc.), effective January 1, 1990.

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 8.75% Equipment Trust Certificates due March 31, 1999 (Series 5) in an aggregate principal amount not exceeding \$30,000,000 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 constitute a fund known as the Trinity Industries Leasing Company Equipment Trust (Series 5) which was delivered by the Trustee to the Company to reimburse the Company for up to 80% of the cost of the Trust Equipment, the remainder of the cost of the Trust Equipment having been paid by the Company, as provided in the Trust Agreement.

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

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

1. Subject to the rights of the lessees under the Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest as

Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Leases described in Exhibit A hereto, together with all rights, powers, privileges, and other benefits of the Company as lessor under the Leases in respect to the units of Trust Equipment described on Exhibit A hereto, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all of the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of such units of Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise. The Trustee hereby appoints the Company its agent to collect and receive any and all of such rentals and other payments and to take any and all actions in respect of such Leases until the happening of an Event of Default (as such term is defined in the Trust Agreement). Except for the Assignments dated March 31, 1987, July 19, 1989 and November 20, 1989, 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 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 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 lessees are not in default under the Leases, shall not interfere with the rights of peaceful and undisturbed possession of such lessees 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 notice, 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 Agreement 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 (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 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, delivered at NCNB Plaza, 901 Main Street, 16th Floor, Dallas, Texas 75202, Attention: Corporate Trust, or mailed to P.O. Box 831402, Dallas, Texas 75283-1402 Attention: Corporate Trust, 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 each 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 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 ILLINOIS, 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 hereunder affixed as of the date and year first written.

NCNB TEXAS NATIONAL BANK, Trustee

ATTEST:

  
Title: ~~Assistant Secretary~~

(Corporate Seal)

By:   
Linda McNeil  
Vice President

TRINITY INDUSTRIES LEASING COMPANY

ATTEST:

  
Neil O. Shoop  
Assistant Secretary

(Corporate Seal)

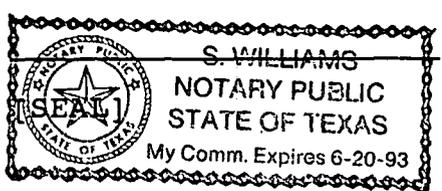
By:   
F. Dean Phelps, Jr.  
Vice President

STATE OF TEXAS           §  
                                  §  
COUNTY OF DALLAS       §

On this 25<sup>th</sup> day of July 1990, before me personally appeared Linda McNeil to me personally known, who being by me duly sworn, says that she is a 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 she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

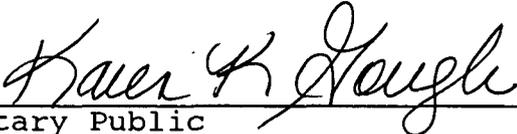
  
\_\_\_\_\_  
Notary Public

My Commission Expires:



STATE OF TEXAS           §  
                                  §  
COUNTY OF DALLAS       §

On this 26<sup>th</sup> day of July, 1990, 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, 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.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
[SEAL]



KAREN K. GOUGH

Comm. Exp — December 11, 1990

STATE OF TEXAS

EXHIBIT A TO ASSIGNMENT  
Description of Leases

1. Railroad Car Lease Agreement, dated August 21, 1979, between Trinity Industries Leasing Company (the "Company") and Coastal States Energy Company, assumed by Coastal Refining & Marketing, Inc., effective September 1, 1985, covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in Exhibit A to the Assignment dated March 31, 1987 (the "March 31 Assignment") from such Company to RepublicBank Dallas, N.A., subsequently named First RepublicBank Dallas, N.A., which was assigned to NCNB Texas National Bank ("NCNB"), as trustee by the Federal Deposit Insurance Corporation ("FDIC")):

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<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
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