

RECORDATION NO. 28074-V FILED
JULY 29 , 2014 03:00 PM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
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July 29, 2014

Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption, dated as of July 29, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 28074.

The names and addresses of the parties to the enclosed document are:

Assignor: Trinity Rail Leasing Warehouse Trust
2525 Stemmons Freeway
Dallas, Texas 75207

Assignee: Trinity Rail Leasing VII LLC
2525 Stemmons Freeway
Dallas, Texas 75207

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A description of the railroad equipment covered by the enclosed document is:

Leases covering 18 railcars:

TILX 198082 – TILX 198096 (not inclusive)
TILX 253484 – TILX 253486
TILX 253615
TILX 253624
TILX 253649
TILX 253731

as set forth in the attachment to the document.

A short summary of the document to appear in the index is:

Assignment and Assumption.

Also enclosed is a check in the amount of \$44.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem
Enclosures

ASSIGNMENT AND ASSUMPTION

TRINITY RAIL LEASING WAREHOUSE TRUST, a Delaware statutory trust (the “**Assignor**”), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to TRINITY RAIL LEASING VII LLC, a Delaware limited liability company (the “**LLC**”), and the LLC hereby acquires and assumes from the Assignor, all of the Assignor’s right, title and interest in and to the Leases set forth on Schedule I hereto (the “**Leases**”), any and all income and proceeds thereof and any and all obligations of the Assignor thereunder arising on and after the date hereof. This assignment and assumption is made under the Purchase and Contribution Agreement, dated as of November 5, 2009, by and among the Assignor, Trinity Industries Leasing Company and the LLC (the “**Agreement**”).

The Assignor hereby warrants to the LLC and its successors and assigns that at the time of assignment of the Leases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Leases free and clear of all Liens (other than subleases of the Leases as expressly permitted by the Agreement and other than Permitted Encumbrances), and the Assignor covenants that it will defend forever such title to the Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Encumbrances) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the assignment of the Leases by the Assignor hereunder. Notwithstanding the provisions above and its and the LLC’s intent that the Assignor transfer, assign and otherwise convey and grant to the LLC all right, title and interest of the Assignor in the Leases, as a precaution only, in the event of any challenge to this Assignment as being in the nature of an absolute assignment rather than a financing, the Assignor hereby also grants the LLC a security interest in the Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Agreement provide that this Assignment is other than a transfer, assignment and otherwise conveyance and grant to the LLC of all right, title and interest of the Assignor in the Leases.

The LLC hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Assignor under the Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in Appendix A to the Indenture, dated as of November 5, 2009, by and between the Buyer and Wilmington Trust Company.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 and Section 5-1402 of the New York General Obligations Law but otherwise without regard to conflict of laws principles.

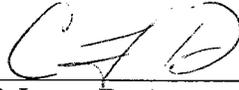
This Assignment and Assumption shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements, no party hereto may assign their interests herein without the consent of the parties hereto.

The Assignor will duly execute and deliver to the LLC such further documents and assurances and take such further action as the LLC may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Assignment and Assumption and to establish and protect the rights and remedies created or intended to be created in favor of the LLC hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the 27th day of July, 2014.

TRINITY RAIL LEASING WAREHOUSE TRUST

By: 
Name: C. Lance Davis
Title: Vice President

TRINITY RAIL LEASING VII LLC

By: TRINITY INDUSTRIES LEASING COMPANY, as sole member and manager

By: 
Name: C. Lance Davis
Title: Vice President

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 29th day of July, 2014, before me personally appeared C. Lance Davis, to me personally known, who being duly sworn, stated that he is Vice President of TRINITY RAIL LEASING WAREHOUSE TRUST, that said instrument was signed on behalf of said entity by authority of its management or other governing body, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

Sarah Nichole Reynolds
Notary Public

My Commission Expires: 8/4/15



SCHEDULE I

LEASES

Rider Two (2) to Railroad Car Lease Agreement dated as of November, 1, 2013 between Trinity Industries Leasing Company and Lansing Trade Group, LLC;

Rider One (1) to Railroad Car Lease Agreement dated as of February 19, 2013 between Trinity Industries Leasing Company and Seaboard Foods LLC;

Rider Four (4) to Railroad Car Lease Agreement dated as of February 6, 2014 between Trinity Industries Leasing Company and Milligan Biofuels Inc.;

Rider Six (6) to Railroad Car Lease Agreement dated as of December 1, 2013 between Trinity Industries Leasing Company and Green Plains Renewable Energy, Inc.;

but solely as they relate to the railcars marked and numbered as follows:

TILX253615
TILX253624
TILX253649
TILX253484
TILX253485
TILX253486
TILX198082
TILX198084
TILX198085
TILX198086
TILX198088
TILX198090
TILX198091
TILX198092
TILX198094
TILX198095
TILX198096
TILX253731

(the “**Railcars**”).

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: July y29, 2014

Edward M Luria

Edward M. Luria