

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
\_\_\_\_\_  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

February 21, 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 February 21, 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 26359.

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

Assignor: Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, Texas 75207

Assignee: Trinity Rail Leasing V L.P.  
2525 Stemmons Freeway  
Dallas, Texas 75207

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

Leases covering 286 railcars:

IBPX 025000 – IBPX 025090 (not inclusive)  
TILX 250168  
TILX 260400  
TILX 281068 – TILX 281128 (not inclusive)  
TILX 333023 – TILX 333138 (not inclusive)  
TILX 351631 – TILX 351683 (not inclusive)  
TILX 601017 – TILX 601058 (not inclusive)  
TILX 601117 – TILX 601237 (not inclusive)  
TILX 620121  
TILX 620142  
TILX 620145  
TILX 641383

as set forth in the attachment to the document..

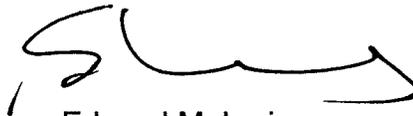
A short summary of the document to appear in the index is:

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 INDUSTRIES LEASING COMPANY, a Delaware corporation (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 V L.P., a Texas limited partnership (the "Limited Partnership"), and the Limited Partnership 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 May 24, 2006, by and among the Assignor and the Limited Partnership (the "Agreement").

The Assignor hereby warrants to the Limited Partnership 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 of the definition thereof), 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 Limited Partnership's intent that the Assignor transfer, assign and otherwise convey and grant to the Limited Partnership 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 Limited Partnership 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 Limited Partnership of all right, title and interest of the Assignor in the Leases.

The Limited Partnership 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 the Master Indenture, dated as of May 24, 2006, by and between the Limited Partnership 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 of the New York General Obligations Law.

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

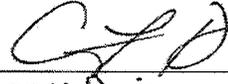
the other Operative Agreements, no party hereto may assign their interests herein without the consent of the parties hereto.

The Assignor will duly execute and deliver to the Limited Partnership such further documents and assurances and take such further action as the Limited Partnership 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 Limited Partnership hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

\* \* \*

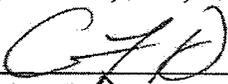
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the 21<sup>st</sup> day of February, 2014.

**TRINITY INDUSTRIES LEASING  
COMPANY**

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

**TRINITY RAIL LEASING V L.P.**

By: TILX GP V, LLC, its General Partner

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

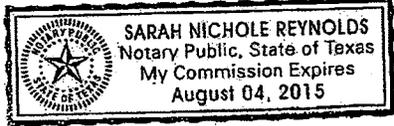
[Assignment and Assumption (TILC)]

STATE OF TEXAS            )  
  ) SS:  
COUNTY OF DALLAS        )

On this 20th day of February, 2014, before me personally appeared C. Lance Davis, to me personally known, who being duly sworn, stated that he is Vice President of TRINITY INDUSTRIES LEASING COMPANY, 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 Sixteen (16) to Railroad Car Lease Agreement dated as of March 27, 2009 between Trinity Industries Leasing Company and Olin Corporation;

Rider Six (6) to Railroad Car Lease Agreement dated as of January 17, 2013 between Trinity Industries Leasing Company and Renewable Products Marketing Group, LLC;

Rider Seventeen (17) to Railroad Car Lease Agreement dated as of December 29, 2008 between Trinity Industries Leasing Company and RPMG, Inc.;

Schedule Six (6) to Master Railcar Lease Agreement dated August 23, 2013 between Shell Chemical LP and Trinity Industries Leasing Company;

Rider Four (4) to Railroad Car Lease Agreement dated as of October 2, 2013 between Trinity Industries Leasing Company and Tyson Fresh Meats, Inc.;

Rider Seven (7) to Railroad Car Lease Agreement dated as of October 1, 2013 between Trinity Industries Leasing Company and Tyson Fresh Meats, Inc.;

Rider Four (4) to Railroad Car Lease Agreement dated as of July 25, 2013 between Trinity Industries Leasing Company and Univar, Inc.;

Rider Fifty-One (51) to Railroad Car Lease Agreement dated as of July 10, 2012 between Trinity Industries Leasing Company and ADM Transportation Company;

Rider One (1) to Railroad Car Lease Agreement dated as of January 1, 2013 between Trinity Industries Leasing Company and Bonanza Bioenergy, LLC;

Rider Fifteen (15) to Railroad Car Lease Agreement dated as of March 1, 2012 between Trinity Industries Leasing Company and Celanese Ltd.;

Rider Three to Railroad Coal Car Lease Agreement dated as of September 20, 2013 between Trinity Industries and Global One Transport Inc.;

Rider One (1) to Railroad Car Lease Agreement dated as of November 24, 2010 between Trinity Industries Leasing Company and Granite Falls Energy, LLC;

Rider One (1) to Railroad Car Lease Agreement dated as of March 24, 2013 between Trinity Industries Leasing Company and Hereford Renewable Energy, LLC; and

Rider Twenty-One (21) to Railroad Car Net Lease Agreement dated as of May 7, 2013 between Trinity Industries Leasing Company and TrinityRail Canada, Inc.;

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

TILX620121	TILX281116	TILX333079
TILX620142	TILX281117	TILX333080
TILX620145	TILX281118	TILX333081
TILX281068	TILX281122	TILX333082
TILX281069	TILX281125	TILX333083
TILX281071	TILX281126	TILX333084
TILX281074	TILX281128	TILX333085
TILX281075	TILX641383	TILX333086
TILX281076	TILX333023	TILX333087
TILX281077	TILX333024	TILX333088
TILX281078	TILX333025	TILX333089
TILX281079	TILX333026	TILX333090
TILX281080	TILX333027	TILX333091
TILX281081	TILX333028	TILX333092
TILX281082	TILX333029	TILX333093
TILX281083	TILX333030	TILX333117
TILX281084	TILX333031	TILX333118
TILX281085	TILX333032	TILX333119
TILX281086	TILX333033	TILX333120
TILX281087	TILX333034	TILX333121
TILX281088	TILX333035	TILX333122
TILX281089	TILX333036	TILX333124
TILX281090	TILX333037	TILX333125
TILX281091	TILX333038	TILX333126
TILX281093	TILX333039	TILX333127
TILX281094	TILX333041	TILX333128
TILX281095	TILX333047	TILX333129
TILX281096	TILX333048	TILX333130
TILX281097	TILX333057	TILX333131
TILX281098	TILX333060	TILX333135
TILX281099	TILX333062	TILX333136
TILX281100	TILX333063	TILX333137
TILX281101	TILX333064	TILX333138
TILX281102	TILX333065	TILX601017
TILX281103	TILX333066	TILX601018
TILX281105	TILX333067	TILX601019
TILX281106	TILX333068	TILX601020
TILX281107	TILX333069	TILX601021
TILX281108	TILX333070	TILX601022
TILX281109	TILX333071	TILX601023
TILX281110	TILX333072	TILX601024
TILX281111	TILX333073	TILX601040
TILX281112	TILX333075	TILX601043
TILX281113	TILX333076	TILX601044
TILX281114	TILX333077	TILX601045
TILX281115	TILX333078	TILX601046

[Assignment and Assumption (TILC)]

TILX601052	IBPX025006	IBPX025064
TILX601053	IBPX025007	IBPX025065
TILX601054	IBPX025010	IBPX025068
TILX601055	IBPX025011	IBPX025069
TILX601056	IBPX025012	IBPX025071
TILX601057	IBPX025013	IBPX025073
TILX601058	IBPX025014	IBPX025074
TILX601117	IBPX025015	IBPX025075
TILX601118	IBPX025016	IBPX025076
TILX601119	IBPX025018	IBPX025077
TILX601125	IBPX025019	IBPX025079
TILX601126	IBPX025020	IBPX025081
TILX601127	IBPX025021	IBPX025082
TILX601128	IBPX025022	IBPX025083
TILX601129	IBPX025023	IBPX025085
TILX601145	IBPX025024	IBPX025086
TILX601146	IBPX025025	IBPX025087
TILX601147	IBPX025026	IBPX025088
TILX601148	IBPX025027	IBPX025089
TILX601149	IBPX025028	IBPX025090
TILX601160	IBPX025030	TILX250168
TILX601161	IBPX025031	TILX260400
TILX601217	IBPX025032	TILX351631
TILX601218	IBPX025033	TILX351632
TILX601219	IBPX025034	TILX351633
TILX601220	IBPX025035	TILX351634
TILX601221	IBPX025036	TILX351635
TILX601222	IBPX025038	TILX351636
TILX601223	IBPX025039	TILX351637
TILX601224	IBPX025041	TILX351638
TILX601225	IBPX025042	TILX351639
TILX601226	IBPX025043	TILX351640
TILX601227	IBPX025044	TILX351642
TILX601228	IBPX025045	TILX351644
TILX601229	IBPX025046	TILX351648
TILX601230	IBPX025047	TILX351649
TILX601231	IBPX025048	TILX351653
TILX601232	IBPX025049	TILX351656
TILX601233	IBPX025051	TILX351658
TILX601234	IBPX025053	TILX351661
TILX601235	IBPX025054	TILX351662
TILX601236	IBPX025055	TILX351663
TILX601237	IBPX025057	TILX351665
IBPX025000	IBPX025058	TILX351666
IBPX025001	IBPX025059	TILX351667
IBPX025002	IBPX025060	TILX351677
IBPX025003	IBPX025062	TILX351678
IBPX025005	IBPX025063	TILX351679

TILX351680  
TILX351681

TILX351682  
TILX351683

(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: 2/21/14

Edward M Luria  
Edward M. Luria