

RECORDATION NO. 31058  
FILED JANUARY 15, 2014 04:00 PM  
SURFACE TRANSPORTATION BOARD

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

January 15, 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 a Collateral Assignment Agreement, dated as of December 12, 2013, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Assignor: Global One Transport Inc.  
3211 West 4th Street  
Fort Worth, TX 76107

Assignee: Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, TX 75207

Chief of the Section of Administration  
January 15, 2014  
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A description of the railroad equipment covered by the enclosed document is:

41 tank cars within the series TILX 190393 – 194485 and TILX 290433 – 290462; and 50 tank cars within the series TILX 281068 – TILX 281128 as set forth in the attachment to the document.

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

Collateral Assignment Agreement.

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

### COLLATERAL ASSIGNMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT (this "Assignment") is dated December 12, 2013 between GLOBAL ONE TRANSPORT INC., a Texas corporation (the "Assignor"), and TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (the "Assignee").

#### Preliminary Statement

The Assignor, as Lessee, and the Assignee, as Lessor, have entered into the Railroad Coal Car Lease Agreement dated as of February 29, 2009 (the "Lease Agreement"), the terms of which are incorporated into Rider Two to Railroad Coal Car Lease Agreement dated as of December 19, 2012 ("Rider Two") between Assignor and Assignee and Rider Three to Railroad Coal Car Lease Agreement dated as of September 20, 2013 ("Rider Three" and, together with Rider Two, collectively, the "Riders" and each, individually, a "Rider") providing for the lease of the railroad equipment described in Exhibit A hereto (the "Equipment").

Title to the Equipment is to remain vested in the Assignee and the Equipment has been (i) leased from Assignee to Assignor pursuant to the terms of the applicable Rider and (ii) subleased by Assignor pursuant to the subleases identified on Exhibit B hereto (the "Subleases") to the sublessees identified therein (the "Sublessees").

The Assignor desires to grant to the Assignee an assignment of and a security interest in and to the Subleases 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. For value received, the Assignor hereby grants a security interest in, and assigns, transfers and sets over unto the Assignee as security for the due and punctual payment and performance of all of the Assignor's obligations under the Riders (the "Secured Obligations") a continuing first priority security interest in all of the following, whether now or hereafter existing, owned or acquired by the Assignee, wherever located (collectively, the "Collateral") (i) all of the Assignor's right, title and interest as lessor in, to and under the Subleases and any amendments to or modifications thereof, together with all rights, powers, privileges, and other benefits of the Assignor as lessor under the Subleases in respect of the Equipment, including, but not limited to the Assignor'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, management and maintenance fees and any and all other payments (collectively, the "Collateral Proceeds"), now or hereafter to become payable to or receivable by the Assignor under or pursuant to the provisions of the Subleases, (ii) all of the Assignor's right, title and interest as lessor (or as manager or agent for the Assignee) in, to and under any and all leases, car hire contracts or agreements, management or maintenance contracts or agreements or other agreements for the lease, rental, management, maintenance or use of the Equipment (hereinafter, whether one or more, the "Future Agreements"), including but not limited to the Assignor's right to receive and collect the

Collateral Proceeds, now or hereafter to become payable to or receivable by the Assignor thereunder or therefrom and from the Equipment, and (iii) all the Assignor's right to receive and collect the Collateral Proceeds now or hereafter to become payable to the Assignor in respect of the Equipment, whether under or pursuant to the provisions of the Subleases, the Future Agreements or otherwise. The Assignee hereby appoints the Assignor its agent to collect and receive any and all of the Collateral Proceeds and to take any and all actions in respect of the Subleases or the Future Agreements until the happening of one of the events described in Article 21 of the Lease Agreement (an "**Event of Default**"). The Assignor represents and warrants that (i) it is a corporation duly formed and validly existing in the State of Texas and (ii) it has good and marketable title to the Collateral, free and clear of any liens, claims or encumbrances, and has not heretofore made, and agrees that it will not hereafter make, any other assignment of the Collateral.

2. It is expressly understood and agreed that the assignment made and security interest granted herein applies only to the Subleases and Future Agreements (and any right, title, interest, power, and privilege of the Assignor as sublessor thereunder) insofar and only insofar as such Subleases and Future Agreements cover or otherwise apply to the Equipment described in Exhibit A hereto and any railcars substituted as replacements for the Equipment.

3. In addition to, and without in any way limiting, the powers conferred upon the Assignee by Article 21 of the Lease Agreement, the Assignee may upon the happening of an Event of Default and not otherwise, in the Assignee's own name or in the name of its nominee, or in the name of the Assignor or as the Assignor's attorney, (i) ask, demand, sue for, collect and receive any and all of the Collateral Proceeds to which the Assignor is or may become entitled in respect of the Equipment, (ii) enforce compliance by the Sublessees under the Subleases 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 Subleases and Future Agreements, and do any and all other things whatsoever which the Assignor, as sublessor, is or may become entitled to do under the Subleases or Future Agreements and (iii) exercise any other remedies and take any other actions available to it under the applicable law, including the Uniform Commercial Code.

4. In furtherance of the assignment contemplated hereby, the Assignor hereby:

(a) Agrees to promptly upon execution hereof furnish to the Assignee a copy of each Sublease and, promptly, upon entry into any Future Agreement, furnish to the Assignee a copy thereof, it being understood that Assignor shall be entitled to redact the sublease rate in each such copy but shall, in the Event of Default hereunder, disclose such rate to Assignor upon Assignor's written request for same;

(b) Acknowledges and concurs with Assignee's filing of this this Assignment with the Surface Transportation Board and Registrar General of Canada;

(c) Agrees to provide Assignee with a notice of assignment with respect to each Sublease in the form of Exhibit C hereto duly executed by Assignee and consented to by the applicable Sublessee;

(d) Consents to the filing of financing statements required in connection with the perfection of any security interests granted hereby; and

(e) Agrees to make, do and execute or cause to be made, done and executed such further acts, deeds and assurances as Assignee may reasonably request in furtherance of the assignment contemplated hereby.

5. The assignment made by this Assignment is made only as security and, therefore, shall not subject the Assignee to, or transfer, or pass or in any way affect or modify, the liability of the Assignor under the Subleases or Future Agreements or otherwise, it being understood that, notwithstanding any assignment, any obligations of the Assignor under the Subleases or Future Agreements or otherwise shall be and remain enforceable against and only against the Assignor.

6. Upon the full discharge and satisfaction of the Assignor's obligation under any Rider, and provided that no Event of Default has occurred and is continuing under such Rider or any other Rider, the assignment made pursuant to this instrument shall terminate with respect to the Collateral associated with the applicable Equipment subject to such Rider and all rights, title and interest of the Assignee as assignee hereunder in and to such Collateral shall revert to the Assignor.

7. The Assignor covenants and agrees with the Assignee that in any suit proceeding or action brought by the Assignee pursuant to the provisions of this Assignment for any of the Collateral Proceeds in respect of the Equipment, whether under or pursuant to the provisions of the Subleases or Future Agreements or otherwise, or to enforce any provisions of the Subleases or Future Agreements, the Assignor will save, indemnify and keep the Assignee 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 Assignee's simple negligence, but excluding any of the foregoing arising from the Assignee'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 made in accordance with Article 31 of the Lease Agreement.

10. The Assignor will furnish to the Assignee any information which it may from time to time request regarding the Subleases and the Future Agreements and will permit representatives of the Assignee to inspect the Assignor's records regarding the Subleases and the Future Agreements during business hours at a time which is acceptable to the Assignor.

**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 Assignor and the Assignee have caused their names to be signed hereto by their respective officers thereunto duly authorized and duly attested by their authorized officers as of the day and year first written.

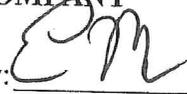
ASSIGNOR:

**GLOBAL ONE TRANSPORT INC.**

By:   
Name: DARRELL D. DIAL  
Title: Treasurer

ASSIGNEE:

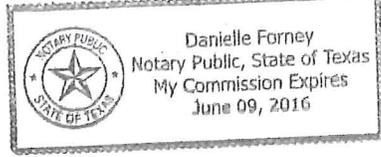
**TRINITY INDUSTRIES LEASING  
COMPANY**

By:   
Name: ERIC MARCHETTI  
Title: CFO

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this 12<sup>th</sup> day of December, 2013, before me personally appeared Thomas Jardine, to me personally known, who being by me duly sworn, says that s/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 s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Danielle Forney  
Signature of Notary Public



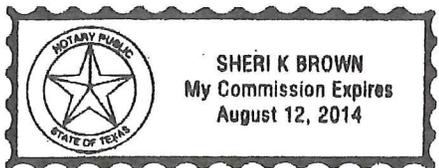
My Commission Expires: 6/9/16

STATE OF TEXAS )  
 )  
COUNTY OF Tarrant )

On this 11<sup>th</sup> day of December, 2013, before me personally appeared Darrell Dial, to me personally known, who being by me duly sworn, says that s/he is the \_\_\_\_\_ of Global One Transport Inc., 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 s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sheri K. Brown  
Signature of Notary Public

My Commission Expires: 8/12/14



**EXHIBIT A  
TO  
COLLATERAL ASSIGNMENT AGREEMENT**

**The Equipment**

Rider Two:

Forty one (41) 30,145 nominal gallon capacity, DOT 111A100W, non-coiled, non-insulated tank cars marked and numbered TILX 190393, 190399, 190402, 190403, 190405, 190410, 190414, 190422, 190423, 190425, 190426, 190429, 190434, 194480, 194481, 194482, 194483, 194484, 194485, 290433, 290434, 290435, 290437, 290440, 290442, 290443, 290444, 290445, 290448, 290449, 290450, 290451, 290452, 290453, 290454, 290455, 290456, 290457, 290458, 290460 and 290462.

Rider Three:

Fifty (50) 28,371 nominal gallon capacity, DOT 111A100W, coiled and insulated tank cars marked and numbered TILX 281068, 281069, 281071, 281074, 281075, 281076, 281077, 281078, 281079, 281080, 281081, 281082, 281083, 281084, 281085, 281086, 281087, 281088, 281089, 281090, 281091, 281093, 281094, 281095, 281096, 281097, 281098, 281099, 281100, 281101, 281102, 281103, 281105, 281106, 281107, 281108, 281109, 281110, 281111, 281112, 281113, 281114, 281115, 281116, 281117, 281118, 281122, 281125, 281126 and 281128.

**EXHIBIT B  
TO  
COLLATERAL ASSIGNMENT AGREEMENT**

**The Subleases**

[ ]

**EXHIBIT C  
TO  
COLLATERAL ASSIGNMENT AGREEMENT**

**FORM OF NOTICE TO SUBLESSEE**

\_\_\_\_\_ (the "Sublessee")

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

December \_\_, 2013

Dear [\_\_\_\_\_]:

Reference is hereby made to the [\_\_\_\_\_] dated as of [\_\_\_\_\_] between Global One Transport Inc. ("**Sublessor**") and Sublessee, pursuant to which Sublessee has leased certain railroad cars identified therein (the "**Equipment**") from Sublessor.

The Equipment is owned by Trinity Industries Leasing Company ("**TILC**") and is leased by TILC to Sublessor pursuant to the terms of Rider [\_\_\_] to Railroad Coal Car Lease Agreement dated as of [\_\_\_\_\_] (the "**Lease**"). Pursuant to a Collateral Assignment Agreement dated as of December \_\_, 2013 (the "**Assignment**") between the Sublessor and TILC, Sublessor has granted to TILC a first priority perfected security interest in the Sublease, including all sums due or to become due to Sublessor thereunder.

Lessee is hereby notified of the Assignment and that, upon notice to Sublessee from TILC that an Event of Default (as defined in the Assignment) has occurred and is continuing, TILC shall be entitled to exercise all of Sublessor's rights, powers, privileges and remedies under the Sublease.

Very truly yours,

**GLOBAL ONE TRANSPORT INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CONSENTED AND AGREED**

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

By: \_\_\_\_\_  
Name:  
Title:

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: 1/15/13

Edward M Luria  
Edward M. Luria