

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

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

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 Industries Leasing Company
2525 Stemmons Freeway
Dallas, Texas 75207

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

Chief of the Section of Administration
July 29, 2014
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A description of the railroad equipment covered by the enclosed document is:

Leases covering 91 railcars:

KIIX 010010
TIL 043694 – TILX 043966 (not inclusive)
TILX 400323 – TILX 400392 (not inclusive)
TIMX 010000 – TIMX 010039 (not inclusive)

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 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 Rail Leasing Warehouse Trust 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

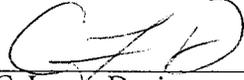
the other Operative Agreements, no party hereto may assign their interests herein without the consent of the parties hereto.

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 01st day of July, 2014.

**TRINITY INDUSTRIES LEASING
COMPANY**

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

TRINITY RAIL LEASING VII LLC

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

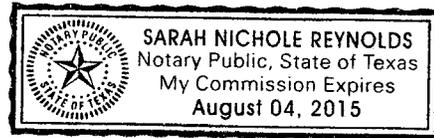
By: 
Name: C. Lance Davis
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS) SS:

On this 28th 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 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

Rider Four (4) to Railroad Car Lease Agreement dated as of November 30, 2012 between Trinity Industries Leasing Company and Koppers Inc.;

Rider C to Railroad Car Lease Agreement dated as of November 15, 2011 between Trinity Industries Leasing Company and Seminole Electric Cooperative, Inc.;

Rider One (1) to Railroad Car Lease Agreement dated as of March 1, 2014 between Trinity Industries Leasing Company and Praxair, Inc.;

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

TILX400323	TIMX010007
TILX400324	TIMX010008
TILX400336	TIMX010009
TILX400337	TIMX010011
TILX400338	TIMX010012
TILX400340	TIMX010013
TILX400342	TIMX010014
TILX400343	TIMX010015
TILX400361	TIMX010016
TILX400362	TIMX010017
TILX400364	TIMX010018
TILX400365	TIMX010019
TILX400366	TIMX010020
TILX400367	TIMX010021
TILX400368	TIMX010022
TILX400372	TIMX010023
TILX400373	TIMX010024
TILX400374	TIMX010025
TILX400375	TIMX010026
TILX400376	TIMX010027
TILX400379	TIMX010028
TILX400382	TIMX010029
TILX400385	TIMX010030
TILX400386	TIMX010031
TILX400388	TIMX010032
TILX400392	TIMX010033
KIIX010010	TIMX010034
TIMX010000	TIMX010035
TIMX010001	TIMX010036
TIMX010002	TIMX010037
TIMX010003	TIMX010038
TIMX010004	TIMX010039
TIMX010005	TILX043694
TIMX010006	TILX043736

TILX043739
TILX043757
TILX043758
TILX043762
TILX043771
TILX043795
TILX043813
TILX043830
TILX043832
TILX043840
TILX043852
TILX043857

TILX043862
TILX043868
TILX043919
TILX043920
TILX043933
TILX043934
TILX043935
TILX043949
TILX043956
TILX043965
TILX043966

(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 29, 2014

Edward M. Luria

Edward M. Luria