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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 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

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

Leases covering 273 railcars:

TILX 032700 – TILX 032704  
TILX 033660 – TILX 033679  
TILX 033730 – TILX 033809  
TILX 033914 – TILX 033998  
TILX 201831  
TILX 201832  
TILX 201833  
TILX 328686 – TILX 328735  
TILX 331311 – TILX 331335  
TILX 601035 – TILX 601038  
TILX 601041

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.

[Assignment and Assumption (TRLWT)]

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 2<sup>nd</sup> day of February, 2014.

**TRINITY RAIL LEASING WAREHOUSE TRUST**

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

**TRINITY RAIL LEASING VII LLC**

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

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

[Assignment and Assumption (TRLWT)]

STATE OF TEXAS            )  
                                      ) SS:  
COUNTY OF DALLAS        )

On this 20<sup>th</sup> 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 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 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 Two (2) to Railroad Car Lease Agreement dated as of March 15, 2011 between Trinity Industries Leasing Company and D & I Silica, LLC;

Rider Fifty-Four (54) to Master Railcar Lease Agreement dated as of September 11, 2013 between Trinity Industries Leasing Company and E.I. Du Pont De Nemours and Company;

Rider One (1) to Railroad Car Lease Agreement dated as of January 24, 2011 between Trinity Industries Leasing Company and Halliburton Company;

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

Rider Four (4) to Railroad Car Lease Agreement dated as of March 17, 2011 between Trinity Industries Leasing Company and Hydrite Chemical Co.;

Rider Two (2) to Railroad Car Lease Agreement dated as of September 17, 2013 between Trinity Industries Leasing Company and Jim Beam Brands Company;

Rider Three (3) to Railroad Car Lease Agreement dated as of January 5, 2012 between Trinity Industries Leasing Company and Mississippi Sand, LLC;

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.;

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

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

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

TILX328686
TILX328687
TILX328688

TILX328689
TILX328690
TILX328691

TILX328692
TILX328693
TILX328694

[Assignment and Assumption (TRLWT)]

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TILX328699
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(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