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

January 14, 2015

Chief
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 January 13, 2015, 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 name and address of the party 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:

223 railcars within the series TILX 049526 – TILX 050365 as more particularly set forth on the attachment to the document.

Section Chief
January 14, 2015
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A short summary of the document to appear in the index is:

Assignment and Assumption.

Also enclosed is a check in the amount of \$43.00 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,


for

Edward M. Luria

EML/cem
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

[Assignment and Assumption (TILC)]

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 propose 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.

* * *

[Assignment and Assumption (TILC)]

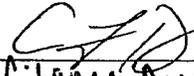
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the 13th day of January, 2015.

**TRINITY INDUSTRIES LEASING
COMPANY**

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

TRINITY RAIL LEASING V L.P.

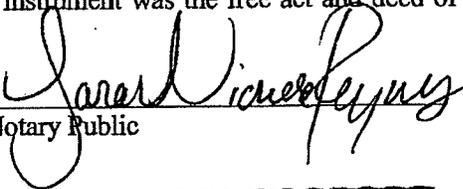
By: TILX GP V, LLC, its General Partner

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

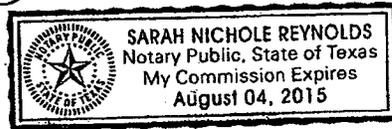
[Assignment and Assumption (TILC)]

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 12th day of January, 2015, 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.


Notary Public

My Commission Expires: 8/4/15



SCHEDULE I

LEASES

Rider Three (3) to Railroad Coal Car Lease Agreement dated September 1, 2014 between Trinity Industries Leasing Company, as manager for the benefit of Trinity Rail Leasing V L.P., and Virginia Electric and Power Company; and

Rider Four (4) to Railroad Coal Car Lease Agreement dated January 1, 2015 between Trinity Industries Leasing Company, as manager for the benefit of Trinity Rail Leasing V L.P., and Virginia Electric and Power Company;

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

TILX049526	TILX049559	TILX049591
TILX049527	TILX049560	TILX049592
TILX049528	TILX049561	TILX049593
TILX049529	TILX049562	TILX049594
TILX049530	TILX049563	TILX049595
TILX049531	TILX049564	TILX049596
TILX049533	TILX049565	TILX049597
TILX049535	TILX049566	TILX049598
TILX049537	TILX049567	TILX049600
TILX049538	TILX049568	TILX049602
TILX049539	TILX049569	TILX049603
TILX049540	TILX049571	TILX049604
TILX049541	TILX049573	TILX049605
TILX049542	TILX049574	TILX049607
TILX049543	TILX049575	TILX049608
TILX049544	TILX049576	TILX049609
TILX049545	TILX049577	TILX049610
TILX049546	TILX049578	TILX049611
TILX049547	TILX049579	TILX049612
TILX049548	TILX049580	TILX049613
TILX049549	TILX049581	TILX049614
TILX049550	TILX049583	TILX049615
TILX049551	TILX049584	TILX049616
TILX049552	TILX049585	TILX049617
TILX049553	TILX049586	TILX049618
TILX049554	TILX049587	TILX049619
TILX049555	TILX049588	TILX049620
TILX049556	TILX049589	TILX049621
TILX049558	TILX049590	TILX049622

[Assignment and Assumption (TILC)]

TILX049623	TILX049670	TILX049765
TILX049624	TILX049671	TILX049766
TILX049625	TILX049672	TILX049767
TILX049626	TILX049673	TILX049768
TILX049627	TILX049674	TILX049769
TILX049629	TILX049675	TILX049770
TILX049630	TILX049676	TILX049771
TILX049631	TILX049677	TILX049772
TILX049632	TILX049678	TILX049773
TILX049633	TILX049679	TILX049774
TILX049634	TILX049680	TILX049775
TILX049635	TILX049682	TILX050326
TILX049636	TILX049683	TILX050327
TILX049637	TILX049684	TILX050328
TILX049638	TILX049685	TILX050329
TILX049639	TILX049686	TILX050330
TILX049640	TILX049687	TILX050331
TILX049641	TILX049688	TILX050333
TILX049642	TILX049689	TILX050334
TILX049643	TILX049690	TILX050335
TILX049644	TILX049691	TILX050336
TILX049646	TILX049692	TILX050337
TILX049647	TILX049693	TILX050338
TILX049648	TILX049694	TILX050339
TILX049649	TILX049695	TILX050340
TILX049650	TILX049746	TILX050341
TILX049651	TILX049747	TILX050342
TILX049653	TILX049748	TILX050343
TILX049654	TILX049749	TILX050344
TILX049655	TILX049750	TILX050345
TILX049656	TILX049751	TILX050346
TILX049657	TILX049752	TILX050347
TILX049658	TILX049753	TILX050348
TILX049659	TILX049754	TILX050349
TILX049660	TILX049755	TILX050350
TILX049661	TILX049756	TILX050351
TILX049662	TILX049757	TILX050352
TILX049664	TILX049758	TILX050353
TILX049665	TILX049759	TILX050354
TILX049666	TILX049760	TILX050355
TILX049667	TILX049761	TILX050356
TILX049668	TILX049762	TILX050357
TILX049669	TILX049764	TILX050358

[Assignment and Assumption (TILC)]

TILX050359

TILX050360

TILX050361

TILX050362

TILX050363

TILX050364

TILX050365

(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: 1/14/25

Edward M Luria
Edward M. Luria