

ALVORD AND ALVORD PLLC

ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

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

PHONE: (202) 393-2266
FAX: 1-855-600-2836
E-MAIL: alvord@alvordlaw.com
WEBSITE: www.alvordlaw.com

September 30, 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 a Memorandum of Assignment and Assumption Agreement, dated as of September 30, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 20852.

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

Assignor:	The CIT Group/Equipment Financing, Inc. 30 South Wacker Drive, Suite 2900 Chicago, IL 60606
Assignee:	Trinity Industries Leasing Company 2525 Stemmons Freeway Dallas, TX 75207
[Lessee:	Western Fuels Association, Inc. 405 Urban Street, Suite 305 Lakewood, CO 80228]

Section Chief
September 30, 2015
Page 2

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

115 aluminum Aeroflo AutoFlood Coalporter railcars: WFA 97500 –
WFA 97616 (excluding casualties WFA 97513 and WFA 97576).

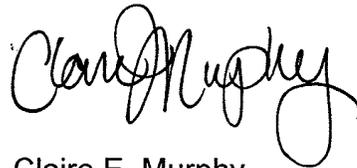
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

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,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM
Enclosures

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement (this “**Memorandum**”) is made and entered into as of September 30, 2015 between **THE CIT GROUP/EQUIPMENT FINANCING, INC.**, a Delaware corporation (“**Assignor**”), and **TRINITY INDUSTRIES LEASING COMPANY**, a Delaware corporation (“**Assignee**”).

WITNESSETH:

1. Assignor (as successor in interest to ICX Corporation), as Lessor, leased to Western Fuels Association, Inc. (“**Lessee**”) 115 aluminum Aeroflo AutoFlood Coalporter railcars bearing consecutive railroad reporting marks WFA97500 through WFA97616, inclusive except as set forth on Schedule 1 hereto, pursuant to that certain Lease Agreement dated August 27, 1997 (the “**Lease**”) between Assignor and Lessee.

2. Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor all of Assignor’s rights and obligations under the Lease, with respect to the period on and after the date hereof, on the terms set forth in the Assignment and Assumption Agreement dated as of the date hereof between Assignor and Assignee, and the Cars.

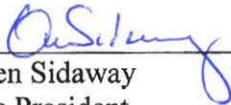
3. This Memorandum may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument. This Memorandum may be executed by a party and delivered to the other party by facsimile or other electronic transmission, and such signature shall have the same force and effect as an original signature on such document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers as of the date and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignor. I further declare under penalty of perjury that the foregoing is true and correct.

**THE CIT GROUP/EQUIPMENT
FINANCING, INC.**

By: 
Name: Owen Sidaway
Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignee. I further declare under penalty of perjury that the foregoing is true and correct.

**TRINITY INDUSTRIES LEASING
COMPANY**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers as of the date and year first above written.

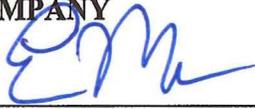
I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignor. I further declare under penalty of perjury that the foregoing is true and correct.

**THE CIT GROUP/EQUIPMENT
FINANCING, INC.**

By: _____
Name: Owen Sidaway
Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignee. I further declare under penalty of perjury that the foregoing is true and correct.

**TRINITY INDUSTRIES LEASING
COMPANY**

By:  _____
Name: Eric Marchetto
Title: Executive Vice President –
Chief Financial Officer

SCHEDULE 1

**TO THE
MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

115 aluminum Aeroflo AutoFlood Coalporter railcars bearing the following reporting marks and numbers:

<u>MARKS</u>	<u>NUMBERS</u>
WFAX	97500 through 97616, (inclusive)

Casualty Marks (not included):

<u>MARKS</u>	<u>NUMBERS</u>
WFAX	97543, 97576

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New Jersey, 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: September 30, 2015



Claire E. Murphy