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

November 24, 2015

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 November 24, 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 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
November 24, 2015
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A description of the railroad equipment covered by the enclosed document is:

Leases covering railcars within the series TILX 637903 – TILX 638047 and TILX 638648 - TILX 638745 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 \$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,



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

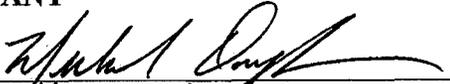
the other Operative Agreements, no party hereto may assign their interests herein without the consent of the parties hereto.

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 24th day of November, 2015.

**TRINITY INDUSTRIES LEASING
COMPANY**

By: 
Name: Michael Dorfman
Title: Vice President, Accounting and Finance

TRINITY RAIL LEASING VII LLC

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

By: 
Name: Michael Dorfman
Title: Vice President, Accounting and Finance

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 23rd day of November, 2015, before me personally appeared Michael Donfns, to me personally known, who being duly sworn, stated that he is VP Accounting & Finance 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.

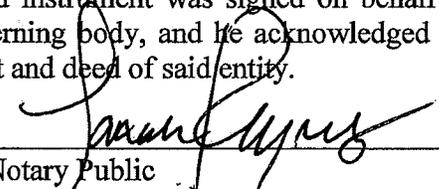
Sarah Reynolds
Notary Public

My Commission Expires: 8/4/19



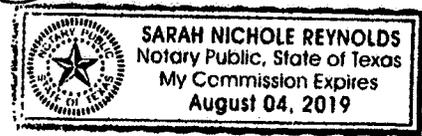
STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 23rd day of November, 2015, before me personally appeared Michael Confris, to me personally known, who being duly sworn, stated that he is VP Accounting/Finance of Trinity Industries Leasing Company, sole member and manager of Trinity Rail Leasing VII LLC, 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: 8/4/19



SCHEDULE I

Rider One (1) to Railroad Car Lease Agreement dated February 1, 2007 between Trinity Industries Leasing Company and Heron Lake BioEnergy, LLC; and

Rider Twelve (12) to Railroad Car Lease Agreement dated June 19, 2006 between Trinity Industries Leasing Company and Poet Nutrition, Inc., as assignee of Broin Enterprises, Inc. (the "Leases");

each as amended, supplemented, modified and assigned from time to time, but solely as they relate to the railcars marked and numbered as follows:

TILX638648	TILX638702	TILX637917
TILX638649	TILX638703	TILX637918
TILX638650	TILX638706	TILX637919
TILX638651	TILX638709	TILX637920
TILX638652	TILX638711	TILX637921
TILX638655	TILX638712	TILX637922
TILX638657	TILX638719	TILX637923
TILX638659	TILX638720	TILX637924
TILX638661	TILX638721	TILX637925
TILX638662	TILX638727	TILX637926
TILX638664	TILX638729	TILX637927
TILX638665	TILX638733	TILX637928
TILX638667	TILX638735	TILX637929
TILX638669	TILX638738	TILX637930
TILX638671	TILX638739	TILX637931
TILX638675	TILX638741	TILX637932
TILX638676	TILX638743	TILX637933
TILX638680	TILX638745	TILX637934
TILX638681	TILX637903	TILX637935
TILX638682	TILX637904	TILX637936
TILX638683	TILX637905	TILX637937
TILX638685	TILX637906	TILX637938
TILX638686	TILX637907	TILX637939
TILX638687	TILX637908	TILX637940
TILX638688	TILX637909	TILX637941
TILX638690	TILX637910	TILX637942
TILX638691	TILX637911	TILX637943
TILX638692	TILX637912	TILX637944
TILX638694	TILX637913	TILX637945
TILX638695	TILX637914	TILX637946
TILX638699	TILX637915	TILX637947
TILX638700	TILX637916	TILX637948

[Assignment and Assumption (TILC)]

TILX637949	TILX637982	TILX638015
TILX637950	TILX637983	TILX638016
TILX637951	TILX637984	TILX638017
TILX637952	TILX637985	TILX638018
TILX637954	TILX637986	TILX638019
TILX637955	TILX637987	TILX638020
TILX637956	TILX637988	TILX638021
TILX637957	TILX637989	TILX638022
TILX637958	TILX637990	TILX638023
TILX637959	TILX637991	TILX638024
TILX637960	TILX637992	TILX638025
TILX637961	TILX637993	TILX638026
TILX637962	TILX637994	TILX638027
TILX637963	TILX637995	TILX638028
TILX637964	TILX637996	TILX638029
TILX637965	TILX637997	TILX638030
TILX637966	TILX637998	TILX638031
TILX637967	TILX637999	TILX638032
TILX637968	TILX638000	TILX638033
TILX637969	TILX638002	TILX638034
TILX637970	TILX638003	TILX638035
TILX637971	TILX638004	TILX638036
TILX637972	TILX638005	TILX638037
TILX637973	TILX638006	TILX638038
TILX637974	TILX638007	TILX638039
TILX637975	TILX638008	TILX638040
TILX637976	TILX638009	TILX638041
TILX637977	TILX638010	TILX638042
TILX637978	TILX638011	TILX638044
TILX637979	TILX638012	TILX638045
TILX637980	TILX638013	TILX638046
TILX637981	TILX638014	TILX638047

(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: November 24, 2015

Edward M Luria

Edward M. Luria