

RECORDATION NO 27949-EE FILD  
October 17, 2013 07:00 AM  
SURFACE TRANSPORTATION BOARD

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

October 15, 2013

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 a Recordable Release, dated October 15, 2013, 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 27949.

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

Agent: Credit Suisse, New York Branch  
Eleven Madison Avenue  
New York, New York 10010

Collateral Agent: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890-0001

Chief of the Section of Administration  
October 15, 2013  
Page 2

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

21 railcars RELEASED: TILX253434, TILX253561, TILX253568, TILX253571, TILX253629, TILX195131, TILX195191, TILX195234, TILX197547, TILX198158, TILX199061, TILX199131, TILX199142, TILX199303, TILX199309, TILX190437, TILX190440, TILX191383, TILX191395, TILX191382 and TILX191384.

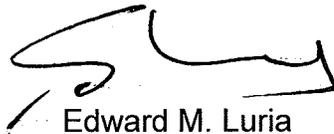
A short summary of the document to appear in the index is:

Recordable Release.

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

**Recordable Release**

October 15, 2013

This instrument (this "Release") is being entered into and delivered in connection with (i) the Third Amended and Restated Warehouse Loan Agreement dated as of June 17, 2013, among Trinity Industries Leasing Company ("TILC"), Trinity Rail Leasing Warehouse Trust ("TRLWT"), as borrower, Credit Suisse, New York Branch ("CSNYB"), as agent, (CSNYB in such capacity, the "Agent"), Wilmington Trust Company ("WTC"), as Collateral Agent (WTC in such capacity, the "Collateral Agent") and as Depository, and the Lenders party thereto from time to time (the "Warehouse Loan Agreement"); and (ii) the Second Amended and Restated Security Agreement dated as of May 29, 2009, among TRLWT, the Agent and the Collateral Agent (as amended, supplemented and modified from time to time, the "Warehouse Security Agreement").

WTC as Collateral Agent currently holds, pursuant to the Warehouse Security Agreement, a security interest granted by TRLWT in the railcars described on the supplements to the Warehouse Security Agreement (such railcars, together with TRLWT's right, title and interest in all components, parts and accessions to such cars and in all equipment attached or related thereto, and all manufacturer's warranties outstanding in connection therewith, being the "Railcars") and the related leases thereof described on the supplements to the Warehouse Security Agreement (the "Leases") (the Railcars and Leases being the "Assets"), to secure TRLWT's obligations under the Warehouse Loan Agreement. CSNYB as Agent consents to TRLWT's disposition of the Assets by sale on or about the date hereof to Trinity Rail Leasing III L.P. ("TRL III"). WTC as Collateral Agent and CSNYB as Agent, by their respective signatures on this Release, hereby confirm and agree, without recourse to or warranty by the Collateral Agent, the Agent or the Protected Parties (within the meaning of the Warehouse Security Agreement), for the benefit of TRLWT and TRL III (and its successor and assigns), that all of the Collateral Agent's or Agent's right, title and interest in and to the Assets identified on Schedules 1 and 2 hereto, whether held pursuant to the Warehouse Security Agreement or otherwise, is released and of no further effect.

[signatures follow]

The undersigned have each executed and delivered this Release as of the date first written above.

**CREDIT SUISSE, NEW YORK BRANCH,**  
as Agent

By:   
Name: \_\_\_\_\_  
Title: **Jason Ruchelsman**  
**Vice President**

By:   
Name: \_\_\_\_\_  
Title: **Michelangelo Raimondi**  
**Vice President**

**WILMINGTON TRUST COMPANY, as**  
Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned have each executed and delivered this Release as of the date first written above.

**CREDIT SUISSE, NEW YORK BRANCH,**  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**WILMINGTON TRUST COMPANY,** as  
Collateral Agent

By: \_\_\_\_\_  
Name: Jose L. Paredes  
Title: Assistant Vice President

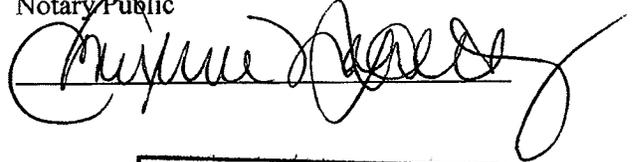
ACKNOWLEDGMENT

STATE OF New York )  
 )  
COUNTY OF New York )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Jason Rechelesan, who upon oath, acknowledged himself to be a vice president of CREDIT SUISSE, NEW YORK BRANCH, and that s/he as such officer being authorized to do so, executed the foregoing Release for the purposes therein contained by signing the name of the entity by her/himself as such officer of CREDIT SUISSE, NEW YORK BRANCH.

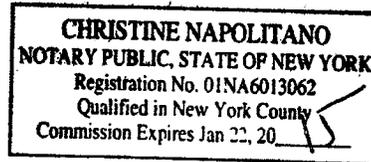
WITNESS my hand and official seal this 11<sup>th</sup> day of October, 2013.

Notary Public



MY COMMISSION EXPIRES:

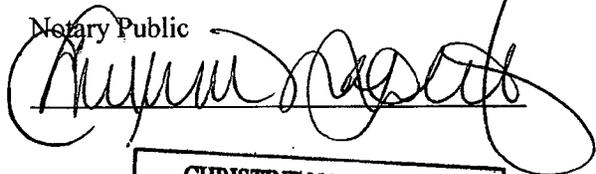
STATE OF New York )  
 )  
COUNTY OF New York )



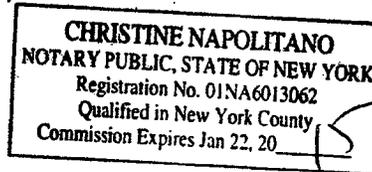
BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Michelangelo Reimondi, who upon oath, acknowledged himself to be a vice president of CREDIT SUISSE, NEW YORK BRANCH, and that s/he as such officer being authorized to do so, executed the foregoing Release for the purposes therein contained by signing the name of the entity by her/himself as such officer of CREDIT SUISSE, NEW YORK BRANCH.

WITNESS my hand and official seal this 11<sup>th</sup> day of October, 2013.

Notary Public



MY COMMISSION EXPIRES:



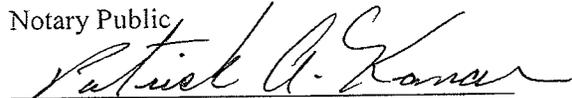
ACKNOWLEDGMENT

STATE OF Delaware )  
COUNTY OF New Castle )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Jose L. Paredes, who upon oath, acknowledged himself to be a Assistant Vice President of WILMINGTON TRUST COMPANY, and that s/he as such officer being authorized to do so, executed the foregoing Release for the purposes therein contained by signing the name of the entity by her/himself as such officer of WILMINGTON TRUST COMPANY.

WITNESS my hand and official seal this 7 day of October, 2013.

Notary Public



PATRICK A. KANAR  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires 03-08-2014

**Schedule 1**

**Railcars**

<b><u>ID</u></b>	<b><u>Asset Mark</u></b>	<b><u>Car Type</u></b>
1	TILX253434	Tank
2	TILX253561	Tank
3	TILX253568	Tank
4	TILX253571	Tank
5	TILX253629	Tank
6	TILX195131	Tank
7	TILX195191	Tank
8	TILX195234	Tank
9	TILX197547	Tank
10	TILX198158	Tank
11	TILX199061	Tank
12	TILX199131	Tank
13	TILX199142	Tank
14	TILX199303	Tank
15	TILX199309	Tank
16	TILX190437	Tank
17	TILX190440	Tank
18	TILX191383	Tank
19	TILX191395	Tank
20	TILX191382	Tank
21	TILX191384	Tank

## Schedule 2

### Leases

1. Rider Twelve (12) to Railroad Car Lease Agreement dated as of March 21, 2011 between Trinity Industries Leasing Company, as lessor, and Tyson Fresh Meats, Inc., as lessee;
2. Rider Eighty-Three (83) to Railroad Car Lease Agreement dated as of November 1, 2010 between Trinity Industries Leasing Company, as lessor, and Cargill, Inc., as lessee;
3. Rider One (1) to Railroad Car Lease Agreement dated as of March 15, 2011 between Trinity Industries Leasing Company, as lessor, and C&N Ethanol Marketing Corporation (dba C&N Companies), as lessee; and
4. Rider Five (5) to Railroad Car Lease Agreement dated as of August 7, 2012 between Trinity Industries Leasing Company, as lessor, and C&N Ethanol Marketing Corporation (dba C&N Companies), as lessee;

each of the foregoing as amended, supplemented, modified and assigned from time to time, but solely as they relate to 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: 10/15/13

Edward M Luria  
Edward M. Luria