

RECORDATION NO. 23554-A FILED

JUL 12 '01 11:31 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

July 11, 2001

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a TILC Assignment and Assumption, dated as of July 12, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the TILC Bill of Sale and associated documents being filed concurrently with the Board under Recordation Number \_\_\_\_\_.

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 I L.P.  
2525 Stemmons Freeway  
Dallas, Texas 75207

Mr. Vernon A. Williams  
July 12, 2001  
Page Two

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

Five hundred and ninety-seven (597) railcars (and the leases related thereto) bearing PGTX, TILX and TIMX reporting marks and road numbers in Exhibit A attached to the Memorandum.

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

TILC Assignment and Assumption

Also enclosed is a check in the amount of \$28.00 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

RWA/anm  
Enclosures

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CERTIFICATION

SURFACE TRANSPORTATION BOARD

I, Edward M. Luria, attorney licensed to practice in the Commonwealth of Pennsylvania, the District of Columbia and the State of Delaware, do hereby certify under penalty of perjury that I have compared the attached copy of a TILC Assignment and Assumption with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: July 11, 2001



Edward M. Luria

## TILC 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 I 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 Existing Equipment Subleases set forth on Schedule I hereto, 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 Transfer and Assignment Agreement, dated as of July 12, 2001, by and between 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 Existing Equipment Subleases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Existing Equipment Subleases free and clear of all Liens (other than subleases of the Existing Equipment Subleases by the Sublessees as expressly permitted by the Existing Equipment Subleases and other than Permitted Liens of the type described in clauses (iii), (iv) and (v) of the definition thereof), and the Assignor covenants that it will defend forever such title to the Existing Equipment Subleases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the assignment of the Existing Equipment Subleases 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 Existing Equipment Subleases, 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 Existing Equipment Subleases. 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 Existing Equipment Subleases.

The Limited Partnership hereby assumes, and agrees it is unconditionally bound in respect of, as of the Closing Date, all duties and obligations of the Assignor under the Existing Equipment Subleases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Participation Agreement (TRLI 2001-1B), dated as of May 17, 2001 by and among (i) the Limited Partnership, (ii) Trinity Rail Management, Inc., a Delaware corporation, (iii) the Assignor, (iv) TRLI 2001-1B Railcar Statutory Trust, a Connecticut statutory trust, by State Street Bank and Trust Company of Connecticut, National Association, a national banking association, not in its individual capacity except as expressly provided therein but solely as trustee, (v) Trimaran Leasing, L.P., a Delaware limited partnership and (vi) LaSalle Bank National Association, a national banking association, not in its individual capacity except as expressly provided therein but solely as pass through trustee and indenture trustee.

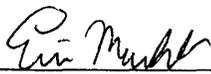
This Assignment and Assumption shall be governed by the laws of the State of New York.

\* \* \*

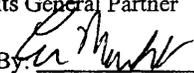
TILC Assignment and Assumption

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the 12<sup>th</sup> day of July, 2001.

TRINITY INDUSTRIES LEASING COMPANY

By:   
Name: Eric Marchetto  
Title: Vice President

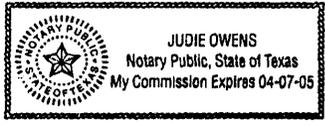
TRINITY RAIL LEASING I L.P.

By TILX GP I, LLC,  
its General Partner  
By:   
Name: Eric Marchetto  
Title: Vice President

STATE OF Texas )  
COUNTY OF Dallas )SS:

I, Judie Owens, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eric Marchetto personally known to me to be the Vice President of TRINITY INDUSTRIES LEASING COMPANY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as said Vice President, as his free and voluntary act and as the free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 12<sup>th</sup> day of July, 2001.



Judie Owens  
Notary Public  
Printed  
Name: Judie Owens  
My Commission expires on:  
04-07-05

[SEAL]

STATE OF Texas

COUNTY OF Dallas

)SS:

I, Judie OWENS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eric Marchetto personally known to me to be the Vice President of TILX GP I, LLC, a General Partner of TRINITY RAIL LEASING I L.P., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as said Vice President, as his free and voluntary act and as the free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 12<sup>th</sup> day of July, 2001.

Judie Owens  
Notary Public  
Printed  
Name: Judie OWENS  
My Commission expires on:  
04-07-05

[SEAL]

SCHEDULE 1

**Existing Equipment Subleases**

Fifty (50) units identified with marks TILX 260968-260970, 260972-260974, 260987-260989, 260994-260995, and 260997-261035 leased pursuant to that certain unwritten railroad car lease agreement between the Partnership and BP Amoco p.l.c.

Thirty (30) units identified with marks TILX 201036-201065 leased pursuant to Rider Five (5) to that certain Railroad Car Lease Agreement, dated September 27, 1996, between TILC and Air Liquide America Corporation.

Ten (10) units identified with marks TILX 21011-21020 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement, dated January 16, 2001, between TILC and Equistar Chemicals, LP.

Thirty (30) units identified with marks TILX 260895-260924 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement, dated November 22, 1991, between TILC and Novus International, Inc.

Thirty-five (35) units identified with marks TILX 301725-301759 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated August 4, 2000, between TILC and The Premcor Refining Group Inc.

Fifty-one (51) units identified with marks PGTX 420001-420015 and 400250-400285 leased pursuant to Riders Eighteen (18), Twenty (20), Twenty-Three (23) and Twenty-Six (26) to that certain Lease Agreement, dated July 30, 1998, between TILC and Proctor and Gamble Distributing Company.

Fifty-two (52) units identified with marks TILX 56001-56040 and 260975-260986 leased pursuant to Riders Two Hundred (200) and Two Hundred One (201) to that certain Railroad Car Net Lease Agreement, dated June 19, 1984, between TILC and Proctor and Gamble Manufacturing Company.

Thirty (30) units identified with marks TILX 301795-301797, 301799-301807, 301809-301811, 301813-301819 and 301821-301828 leased pursuant to Riders Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24) to that certain Railroad Car Lease Agreement, dated July 10, 1989, between TILC and ADM Transportation Company.

That certain Railroad Car Lease Agreement, dated April 9, 2001, between TILC and International Commodities Export Corporation relating to two hundred (200) units identified with marks TILX 135620-135819.

Nine (9) units identified with marks TIMX 201058-201066 leased pursuant to that certain unwritten railroad car lease agreement between the Partnership and Stolt Nielson Inc.

Twenty-five (25) units identified with marks TILX 320002, 320005-320007, 320009, 320013, 320015-320016, 320019, 320030, 320032, 320035-320039, 320041, 320043, 320048-320051, 320053-320054 and 320060 leased pursuant to Rider Thirty-Six (36) to that certain Railroad Car Lease Agreement, dated May 17, 1979, between TILC and Cargill, Inc.

Seventy-five (75) units identified with marks TILX 301540-301614 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement, dated February 15, 1999 between TILC and Enerchem Access, Inc.