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

OF COUNSEL
URBAN A. LESTER

March 30, 2012

Ms. Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Ms. Brown:

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 March 30, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement being filed with the Board under Recordation Number 30145 .

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

Assignor: Trinity Industries Leasing Company
2525 Stemmons Freeway
Dallas, TX 75207

Assignee: TLP Rail Trust I
by Wilmington Trust Company, not in its
individual capacity but solely as Trustee
Rodney Square North
1100 North Market Street
Wilmington, DE 19890

Ms. Cynthia T. Brown
March 30, 2012
Page 2

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

150 covered hopper railcars: TILX 329311 – TILX 329460.

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 \$41.00 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 'Edward M. Luria', with a checkmark below the first letter 'E'.

✓ Edward M. Luria

EML/sems
Enclosures

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Memorandum of Assignment and Assumption Agreement dated as of March 30, 2012 by and between Trinity Industries Leasing Company, a Delaware corporation (the “**Assignor**”) and TLP Rail Trust I, a Delaware statutory trust (the “**Assignee**”).

W I T N E S S E T H:

The undersigned have entered into that certain Assignment and Assumption Agreement (the “**Assignment**”), dated as of March 30, 2012, whereby the Assignor has agreed to assign to the Assignee and the Assignee has agreed to accept assignment from the Assignor of that certain railroad car lease as listed on Exhibit A attached hereto.

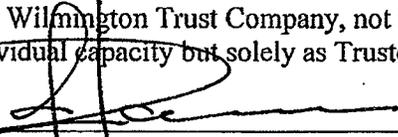
This Memo may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument.

[Memorandum of Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date hereof.

TLP RAIL TRUST I

By: ~~Wilmington Trust Company, not in its individual capacity but solely as Trustee~~

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

TRINITY INDUSTRIES LEASING COMPANY

By: _____
Name: _____
Title: _____

Executed on this 22nd day of March, 2012

Executed on this ___ day of _____, 2012

[Memorandum of Assignment and Assumption Agreement]

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

On this, the 22 day of March 2012, before a Notary Public in and for said County and State, personally appeared Jose L. Paredes, who being by me duly sworn, says that (s)he is the **Assistant Vice President** of TLP Rail Trust I, by Wilmington Trust Company, not in its individual capacity but solely as Trustee, that said instrument was signed on March 23 2012 on behalf of said entity by authority of its management or other governing body, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Patrick A. Kanar

Name:
Notary Public

My Commission Expires:
Residing in _____

PATRICK A. KANAR
Notary Public - State of Delaware
My Comm. Expires April 6, 2012

[Memorandum of Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date hereof.

TLP RAIL TRUST I

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By: _____
Name:
Title:

TRINITY INDUSTRIES LEASING COMPANY

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

Executed on this 22nd day of March, 2012

Executed on this 28th day of March, 2012

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this, the 28th day of March 2012, before a Notary Public in and for said County and State, personally appeared C. Lance Davis, who being by me duly sworn, says that he is the Vice President of Trinity Industries Leasing Company, that said instrument was signed on March 28 2012 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Mary E. Koftan
Name:
Notary Public

My Commission Expires: March 7, 2013
Residing in: Tarrant County

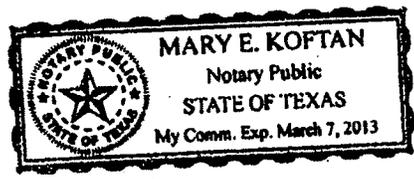


EXHIBIT A

One Hundred Fifty (150) units as identified on Exhibit B hereto and leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated as of August 25, 2011 between Trinity Industries Leasing Company and Cru Logistics, LLC.

EXHIBIT B

| <u>CAR MARK</u> | <u>LESSEE</u> | <u>RIDER NUMBER</u> |
|-----------------|--------------------|---------------------|
| TILX 329311 | CRU LOGISTICS, LLC | 1 |
| TILX 329312 | CRU LOGISTICS, LLC | 1 |
| TILX 329313 | CRU LOGISTICS, LLC | 1 |
| TILX 329314 | CRU LOGISTICS, LLC | 1 |
| TILX 329315 | CRU LOGISTICS, LLC | 1 |
| TILX 329316 | CRU LOGISTICS, LLC | 1 |
| TILX 329317 | CRU LOGISTICS, LLC | 1 |
| TILX 329318 | CRU LOGISTICS, LLC | 1 |
| TILX 329319 | CRU LOGISTICS, LLC | 1 |
| TILX 329320 | CRU LOGISTICS, LLC | 1 |
| TILX 329321 | CRU LOGISTICS, LLC | 1 |
| TILX 329322 | CRU LOGISTICS, LLC | 1 |
| TILX 329323 | CRU LOGISTICS, LLC | 1 |
| TILX 329324 | CRU LOGISTICS, LLC | 1 |
| TILX 329325 | CRU LOGISTICS, LLC | 1 |
| TILX 329326 | CRU LOGISTICS, LLC | 1 |
| TILX 329327 | CRU LOGISTICS, LLC | 1 |
| TILX 329328 | CRU LOGISTICS, LLC | 1 |
| TILX 329329 | CRU LOGISTICS, LLC | 1 |
| TILX 329330 | CRU LOGISTICS, LLC | 1 |
| TILX 329331 | CRU LOGISTICS, LLC | 1 |
| TILX 329332 | CRU LOGISTICS, LLC | 1 |
| TILX 329333 | CRU LOGISTICS, LLC | 1 |
| TILX 329334 | CRU LOGISTICS, LLC | 1 |
| TILX 329335 | CRU LOGISTICS, LLC | 1 |
| TILX 329336 | CRU LOGISTICS, LLC | 1 |
| TILX 329337 | CRU LOGISTICS, LLC | 1 |
| TILX 329338 | CRU LOGISTICS, LLC | 1 |
| TILX 329339 | CRU LOGISTICS, LLC | 1 |
| TILX 329340 | CRU LOGISTICS, LLC | 1 |
| TILX 329341 | CRU LOGISTICS, LLC | 1 |
| TILX 329342 | CRU LOGISTICS, LLC | 1 |
| TILX 329343 | CRU LOGISTICS, LLC | 1 |
| TILX 329344 | CRU LOGISTICS, LLC | 1 |
| TILX 329345 | CRU LOGISTICS, LLC | 1 |
| TILX 329346 | CRU LOGISTICS, LLC | 1 |
| TILX 329347 | CRU LOGISTICS, LLC | 1 |
| TILX 329348 | CRU LOGISTICS, LLC | 1 |

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| TILX 329349 | CRU LOGISTICS, LLC | 1 |
| TILX 329350 | CRU LOGISTICS, LLC | 1 |
| TILX 329351 | CRU LOGISTICS, LLC | 1 |
| TILX 329352 | CRU LOGISTICS, LLC | 1 |
| TILX 329353 | CRU LOGISTICS, LLC | 1 |
| TILX 329354 | CRU LOGISTICS, LLC | 1 |
| TILX 329355 | CRU LOGISTICS, LLC | 1 |
| TILX 329356 | CRU LOGISTICS, LLC | 1 |
| TILX 329357 | CRU LOGISTICS, LLC | 1 |
| TILX 329358 | CRU LOGISTICS, LLC | 1 |
| TILX 329359 | CRU LOGISTICS, LLC | 1 |
| TILX 329360 | CRU LOGISTICS, LLC | 1 |
| TILX 329361 | CRU LOGISTICS, LLC | 1 |
| TILX 329362 | CRU LOGISTICS, LLC | 1 |
| TILX 329363 | CRU LOGISTICS, LLC | 1 |
| TILX 329364 | CRU LOGISTICS, LLC | 1 |
| TILX 329365 | CRU LOGISTICS, LLC | 1 |
| TILX 329366 | CRU LOGISTICS, LLC | 1 |
| TILX 329367 | CRU LOGISTICS, LLC | 1 |
| TILX 329368 | CRU LOGISTICS, LLC | 1 |
| TILX 329369 | CRU LOGISTICS, LLC | 1 |
| TILX 329370 | CRU LOGISTICS, LLC | 1 |
| TILX 329371 | CRU LOGISTICS, LLC | 1 |
| TILX 329372 | CRU LOGISTICS, LLC | 1 |
| TILX 329373 | CRU LOGISTICS, LLC | 1 |
| TILX 329374 | CRU LOGISTICS, LLC | 1 |
| TILX 329375 | CRU LOGISTICS, LLC | 1 |
| TILX 329376 | CRU LOGISTICS, LLC | 1 |
| TILX 329377 | CRU LOGISTICS, LLC | 1 |
| TILX 329378 | CRU LOGISTICS, LLC | 1 |
| TILX 329379 | CRU LOGISTICS, LLC | 1 |
| TILX 329380 | CRU LOGISTICS, LLC | 1 |
| TILX 329381 | CRU LOGISTICS, LLC | 1 |
| TILX 329382 | CRU LOGISTICS, LLC | 1 |
| TILX 329383 | CRU LOGISTICS, LLC | 1 |
| TILX 329384 | CRU LOGISTICS, LLC | 1 |
| TILX 329385 | CRU LOGISTICS, LLC | 1 |
| TILX 329386 | CRU LOGISTICS, LLC | 1 |
| TILX 329387 | CRU LOGISTICS, LLC | 1 |
| TILX 329388 | CRU LOGISTICS, LLC | 1 |
| TILX 329389 | CRU LOGISTICS, LLC | 1 |
| TILX 329390 | CRU LOGISTICS, LLC | 1 |
| TILX 329391 | CRU LOGISTICS, LLC | 1 |

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| TILX 329392 | CRU LOGISTICS, LLC | 1 |
| TILX 329393 | CRU LOGISTICS, LLC | 1 |
| TILX 329394 | CRU LOGISTICS, LLC | 1 |
| TILX 329395 | CRU LOGISTICS, LLC | 1 |
| TILX 329396 | CRU LOGISTICS, LLC | 1 |
| TILX 329397 | CRU LOGISTICS, LLC | 1 |
| TILX 329398 | CRU LOGISTICS, LLC | 1 |
| TILX 329399 | CRU LOGISTICS, LLC | 1 |
| TILX 329400 | CRU LOGISTICS, LLC | 1 |
| TILX 329401 | CRU LOGISTICS, LLC | 1 |
| TILX 329402 | CRU LOGISTICS, LLC | 1 |
| TILX 329403 | CRU LOGISTICS, LLC | 1 |
| TILX 329404 | CRU LOGISTICS, LLC | 1 |
| TILX 329405 | CRU LOGISTICS, LLC | 1 |
| TILX 329406 | CRU LOGISTICS, LLC | 1 |
| TILX 329407 | CRU LOGISTICS, LLC | 1 |
| TILX 329408 | CRU LOGISTICS, LLC | 1 |
| TILX 329409 | CRU LOGISTICS, LLC | 1 |
| TILX 329410 | CRU LOGISTICS, LLC | 1 |
| TILX 329411 | CRU LOGISTICS, LLC | 1 |
| TILX 329412 | CRU LOGISTICS, LLC | 1 |
| TILX 329413 | CRU LOGISTICS, LLC | 1 |
| TILX 329414 | CRU LOGISTICS, LLC | 1 |
| TILX 329415 | CRU LOGISTICS, LLC | 1 |
| TILX 329416 | CRU LOGISTICS, LLC | 1 |
| TILX 329417 | CRU LOGISTICS, LLC | 1 |
| TILX 329418 | CRU LOGISTICS, LLC | 1 |
| TILX 329419 | CRU LOGISTICS, LLC | 1 |
| TILX 329420 | CRU LOGISTICS, LLC | 1 |
| TILX 329421 | CRU LOGISTICS, LLC | 1 |
| TILX 329422 | CRU LOGISTICS, LLC | 1 |
| TILX 329423 | CRU LOGISTICS, LLC | 1 |
| TILX 329424 | CRU LOGISTICS, LLC | 1 |
| TILX 329425 | CRU LOGISTICS, LLC | 1 |
| TILX 329426 | CRU LOGISTICS, LLC | 1 |
| TILX 329427 | CRU LOGISTICS, LLC | 1 |
| TILX 329428 | CRU LOGISTICS, LLC | 1 |
| TILX 329429 | CRU LOGISTICS, LLC | 1 |
| TILX 329430 | CRU LOGISTICS, LLC | 1 |
| TILX 329431 | CRU LOGISTICS, LLC | 1 |
| TILX 329432 | CRU LOGISTICS, LLC | 1 |
| TILX 329433 | CRU LOGISTICS, LLC | 1 |
| TILX 329434 | CRU LOGISTICS, LLC | 1 |

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| TILX 329435 | CRU LOGISTICS, LLC | 1 |
| TILX 329436 | CRU LOGISTICS, LLC | 1 |
| TILX 329437 | CRU LOGISTICS, LLC | 1 |
| TILX 329438 | CRU LOGISTICS, LLC | 1 |
| TILX 329439 | CRU LOGISTICS, LLC | 1 |
| TILX 329440 | CRU LOGISTICS, LLC | 1 |
| TILX 329441 | CRU LOGISTICS, LLC | 1 |
| TILX 329442 | CRU LOGISTICS, LLC | 1 |
| TILX 329443 | CRU LOGISTICS, LLC | 1 |
| TILX 329444 | CRU LOGISTICS, LLC | 1 |
| TILX 329445 | CRU LOGISTICS, LLC | 1 |
| TILX 329446 | CRU LOGISTICS, LLC | 1 |
| TILX 329447 | CRU LOGISTICS, LLC | 1 |
| TILX 329448 | CRU LOGISTICS, LLC | 1 |
| TILX 329449 | CRU LOGISTICS, LLC | 1 |
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| TILX 329452 | CRU LOGISTICS, LLC | 1 |
| TILX 329453 | CRU LOGISTICS, LLC | 1 |
| TILX 329454 | CRU LOGISTICS, LLC | 1 |
| TILX 329455 | CRU LOGISTICS, LLC | 1 |
| TILX 329456 | CRU LOGISTICS, LLC | 1 |
| TILX 329457 | CRU LOGISTICS, LLC | 1 |
| TILX 329458 | CRU LOGISTICS, LLC | 1 |
| TILX 329459 | CRU LOGISTICS, LLC | 1 |
| TILX 329460 | CRU LOGISTICS, LLC | 1 |

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: 3/30/12

Edward M Luria
Edward M. Luria