

December 19, 2012 02:25 PM

ALVORD AND ALVORD SURFACE TRANSPORTATION BOARD

ATTORNEYS AT LAW

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

OF COUNSEL
URBAN A. LESTER

December 19, 2012

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 December 19, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents being filed with the Board under Recordation Number 30558.

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

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

Assignee: Trinity Rail Leasing 2012 LLC
2525 Stemmons Freeway
Dallas, TX 75207

Chief of the Section of Administration

December 19, 2012

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

Leases covering 1,615 railcars within the following series:

ARUX 30380 – ARUX 30404 (inclusive)

FTIX 1900 – FTIX 2099 (inclusive)

TILX 3427 – TILX 3486

TILX 24085

TILX 24127

TILX 30305 – TILX 30329 (inclusive)

TILX 30409 – TILX 30413 (inclusive)

TILX 43551 – TILX 43670

TILX 43761

TILX 56574 - TILX 56731

TILX 101278 – TILX 101281

TILX 253944 – TILX 263726

TILX 331136 – TILX 331235

TILX 331601 - TILX 332775

TILX 638923 – TILX 639055

TILX 640180 – TILX 640459

TILX 640896 – TILX 641023

TILX 650545 – TILX 650629 (inclusive)

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

Assignment and Assumption.

Also enclosed is a check in the amount of \$42.00 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 2012 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 and all Related Assets with respect thereto (collectively, 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 December 19, 2012 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 Closing Date, 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 (i) Annex A to the Indenture, dated as of December 19, 2012, by and between the LLC and Wilmington Trust Company, or (ii) the Agreement.

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 other party 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 as of 19 day of December, 2012.

**TRINITY INDUSTRIES LEASING
COMPANY**

By: CLD
Name: **Cary Lance Davis**
Title: **Vice President**

TRINITY RAIL LEASING 2012 LLC,

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

By: CLD
Name: **Cary Lance Davis**
Title: **Vice President**

[Assignment and Assumption Agreement]

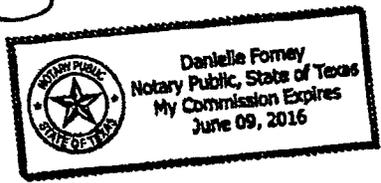
STATE OF Texas)
)
COUNTY OF Dallas)

SS:

On this 17 day of December, 2012, before me personally appeared C. Lance Davis, to me personally known, who being duly sworn, stated that he is Vice President 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.

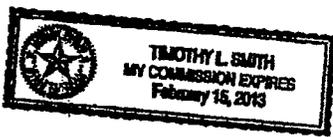
Danielle Forney
Notary Public

My Commission Expires: 6/9/16



STATE OF Texas)
) SS:
COUNTY OF Dallas)

On this 11th day of December, 2012, before me personally appeared Lance Davis, to me personally known, who being duly sworn, stated that he/she is N.P. of Trinity Industries Leasing Company, the sole member and manager of Trinity Rail Leasing 2012 LLC, that said instrument was signed on behalf of said company by authority of its board of directors or other governing body, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Timothy L. Smith
Notary Public

My Commission Expires: 2-15-2013

SCHEDULE 1

Leases

1. Twenty-Five (25) units identified with marks ARUX 30380-30404 leased pursuant to Rider One (1) dated April 26, 2012 to that certain Railroad Car Net Lease Agreement dated April 26, 2012 between Trinity Industries Leasing Company and Argos Cement LLC.

2. One Hundred Forty-Five (145) units identified with marks TILX 332486, 332487, 332488, 332489, 332490, 332491, 332492, 332493, 332494, 332495, 332496, 332497, 332498, 332499, 332500, 332501, 332502, 332503, 332504, 332505, 332506, 332507, 332508, 332509, 332510, 332511, 332512, 332513, 332514, 332515, 332516, 332517, 332518, 332519, 332520, 332521, 332522, 332523, 332524, 332525, 332526, 332527, 332528, 332529, 332530, 332531, 332532, 332533, 332534, 332535, 332536, 332537, 332538, 332539, 332540, 332541, 332542, 332543, 332544, 332545, 332546, 332547, 332548, 332549, 332550, 332551, 332552, 332553, 332554, 332555, 332556, 332557, 332558, 332559, 332560, 332561, 332562, 332563, 332564, 332565, 332566, 332567, 332568, 332569, 332570, 332571, 332572, 332573, 332574, 332575, 332576, 332577, 332578, 332579, 332580, 332581, 332582, 332583, 332584, 332585, 332586, 332587, 332588, 332589, 332590, 332592, 332593, 332594, 332595, 332596, 332599, 332601, 332602, 332603, 332605, 332606, 332607, 332608, 332609, 332610, 332611, 332612, 332613, 332614, 332615, 332616, 332617, 332618, 332619, 332620, 332621, 332622, 332623, 332624, 332625, 332626, 332627, 332628, 332629, 332630, 332631, 332632, 332633, 332634 and 332635 leased pursuant to Rider Four (4) dated January 11, 2012 to that certain Railroad Car Lease Agreement dated September 7, 2010 between Trinity Industries Leasing Company and Baker Hughes Oilfield Operations, Inc.

3. One Hundred Forty-Five (145) units identified with marks TILX 332591, 332597, 332598, 332600, 332604, 332636, 332637, 332638, 332639, 332640, 332641, 332642, 332643, 332644, 332645, 332646, 332647, 332648, 332649, 332650, 332651, 332652, 332653, 332654, 332655, 332656, 332657, 332658, 332659, 332660, 332661, 332662, 332663, 332664, 332665, 332666, 332667, 332668, 332669, 332670, 332671, 332672, 332673, 332674, 332675, 332676, 332677, 332678, 332679, 332680, 332681, 332682, 332683, 332684, 332685, 332686, 332687, 332688, 332689, 332690, 332691, 332692, 332693, 332694, 332695, 332696, 332697, 332698, 332699, 332700, 332701, 332702, 332703, 332704, 332705, 332706, 332707, 332708, 332709, 332710, 332711, 332712, 332713, 332714, 332715, 332716, 332717, 332718, 332719, 332720, 332721, 332722, 332723, 332724, 332725, 332726, 332727, 332728, 332729, 332730, 332731, 332732, 332733, 332734, 332735, 332736, 332737, 332738, 332739, 332740, 332741, 332742, 332743, 332744, 332745, 332746, 332747, 332748, 332749, 332750, 332751, 332752, 332753, 332754, 332755, 332756, 332757, 332758, 332759, 332760, 332761, 332762, 332763, 332764, 332765, 332766, 332767, 332768, 332769, 332770, 332771, 332772, 332773, 332774 and 332775 leased pursuant to Rider Five (5) dated January 11, 2012 to that certain Railroad Car Lease Agreement dated September 7, 2010 between Trinity Industries Leasing Company and Baker Hughes Oilfield Operations, Inc..

4. Thirty (30) units identified with marks TILX 56650-56661 and 56692-56709 leased pursuant to Rider Two (2) dated April 18, 2011 to that certain Railroad Car Lease Agreement dated February 17, 2011 between Trinity Industries Leasing Company and ConAgra Foods, Inc.

5. One Hundred (100) units identified with marks TILX 331886, 331887, 331888, 331889, 331890, 331891, 331892, 331893, 331894, 331895, 331896, 331897, 331898, 331899, 331900, 331901, 331902, 331903, 331904, 331905, 331906, 331907, 331908, 331909, 331910, 331911, 331912, 331913, 331914, 331915, 331916, 331917, 331918, 331919, 331920, 331921, 331922, 331923, 331924, 331925, 331926, 331927, 331928, 331929, 331930, 331931, 331932, 331933, 331934, 331935, 331936, 331937, 331938, 331939, 331940, 331941, 331942, 331943, 331944, 331945, 331946, 331947, 331948, 331949, 331950, 331951, 331952, 331953, 331954, 331955, 331956, 331957, 331958, 331959, 331960, 331961, 331962, 331963, 331964, 331965, 331966, 331967, 331968, 331969, 331970, 331971, 331972, 331973, 331974, 331975, 331976, 331977, 331978, 331979, 331980, 331981, 331982, 331983, 331984 and 331985 inclusive leased pursuant to Rider Four (4) dated November 2, 2011 to that certain Railroad Car Lease Agreement dated October 22, 2010 between Trinity Industries Leasing Company and CRS Proppants LLC.

6. One Hundred (100) units identified with marks TILX 253943, 253944, 253945, 253946, 253947, 253948, 253949, 253950, 253951, 253952, 253953, 253954, 253955, 253956, 253957, 253958, 253959, 253960, 253961, 253962, 253963, 253964, 253966, 253967, 253968, 253974, 253975, 253976, 253977, 253978, 253979, 253980, 253981, 253982, 253983, 253984, 253985, 253986, 253987, 253988, 254010, 254011, 254012, 254013, 254014, 254015, 254016, 254017, 254018, 254019, 254040, 254041, 254042, 254043, 254044, 254045, 254046, 254047, 254048, 254049, 254050, 254051, 254052, 254053, 254054, 254055, 254056, 254057, 254058, 254059, 254060, 254061, 254062, 254063, 254064, 254065, 254066, 254067, 254068, 254069, 254070, 254071, 254072, 254073, 254074, 254075, 254076, 254077, 254078, 254079, 254080, 254081, 254082, 254083, 254084, 254085, 254086, 254087, 254088 and 254089 leased pursuant to Rider Eleven (11) dated September 16, 2010 to that certain Railroad Car Lease Agreement dated June 1, 2009 between Trinity Industries Leasing Company and Cru Trading Co.

7. Five (5) units identified with marks TILX 30409-30413 leased pursuant to Rider Four (4) dated April 9, 2012 to that certain Railroad Car Lease Agreement dated March 9, 2011 between TrinityRail Canada, Inc. and ENX, Inc.

8. Two Hundred (200) units identified with marks FTIX 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099 leased pursuant to Rider Two (2) dated December 20, 2011 to that certain Railroad Car Net

Lease Agreement dated December 20, 2011 between Trinity Industries Leasing Company and FTS International Services, LLC.

9. One Hundred Ninety-Nine (199) units identified with marks TILX 638923, 638945, 638960, 638961, 638963, 638969, 638971, 638972, 638974, 638975, 63976, 638977, 638979, 638980, 636981, 638982, 638983, 638985, 638986, 638987, 638988, 638989, 638990, 638991, 638992, 638993, 638994, 638995, 638998, 639049, 639055, 640180, 640198, 640207, 640214, 640215, 640216, 640217, 640218, 640224, , 640226, 640229, 640230, 640231, 640233, 640235, 640236, 640237, 640238, 640239, 640241, 640243, 640245, 640246, 640247, 640309, 640327, 540332, 640334, 640335, 640339, 640340, 640341, 640459, 640896, 640897, 640899, 640952, 640954, 640966, 640969, 640975, 640976, 640977, 640978, 640979, 640980, 640981, 640982, 640983, 640984, 640985, 640986, 640987, 640988, 640989, 640990, 640992, 640997, 640998, 640999, 641000, 641001, 641002, 641003, 641004, 641005, 641006, 641007, 641008, 641009, 641010, 641012, 641013, 641014, 641015, 641016, 641017, 641018, 641019, 641020, 641021, 641022, 641023, 650545, 650546, 650547, 650548, 650549, 650550, 650551, 650552, 650553, 650554, 650555, 650556, 650557, 650558, 650559, 650560, 650561, 650562, 650563, 650564, 650565, 650566, 650567, 650568, 650569, 650570, 650571, 650572, 650573, 650574, 650575, 650576, 650577, 650578, 650579, 650580, 650581, 650582, 650583, 650584, 650585, 650586, 650587, 650588, 650589, 650590, 650591, 650592, 650593, 650594, 650595, 650596, 650597, 650598, 650599, 650600, 650601, 650602, 650603, 650604, 650605 650606, 650607, 650608, 650609, 650610, 650611, 650612, 650613, 650614, 650615, 650616, 650617, 650618, 650619, 650620, 650621, 650622, 650623, 650624, 650625, 650626, 650627, 650628, and 650629 leased pursuant to Rider One (1) dated January 6, 2011 to that certain Railroad Car Lease Agreement dated September 5, 2008 between Trinity Industries Leasing Company and Green Plains Obion, LLC.

10. Two (2) units identified with marks TILX 24085, 24127 leased pursuant to Rider Two (2) dated September 9, 2010 to that certain Railroad Car Lease Agreement dated May 28, 2008 between Trinity Industries Leasing Company and Lehigh Hanson Materials, Ltd.

11. Twenty-Three (23) units identified with marks TILX 56574, 56575, 56576, 56577, 56578, 56579, 56580, 56581, 56582, 56583, 56584, 56585, 56586, 56587, 56588, 56589, 56590, 56591, 56592, 56593, 56594, 56595 and 56596 leased pursuant to Rider Three (3) dated July 19, 2010 to that certain Railroad Car Lease Agreement dated February 1, 2010 between Trinity Industries Leasing Company and State of North Dakota, dba North Dakota Mill & Elevator Association.

12. One Hundred Eighteen (118) units identified with marks TILX 043551-043569, 043572-043614, 043616-043670, and 043761 leased pursuant to Rider Three (3) dated January 11, 2012 to that certain Railroad Car Lease Agreement dated February 10, 2009 between Trinity Industries Leasing Company and Oklahoma Gas and Electric Company.

13. One hundred twenty-five (125) units identified with marks TILX 331601, 331612, 331613, 331614, 331615, 331616, 331617, 331618, 331619, 331620, 331621, 331622, 331623, 331624, 331625, 331626, 331627, 331628, 331629, 331630, 331631, 331632, 331633, 331634, 331635, 331686, 331687, 331688, 331689, 331690, 331691, 331692, 331693, 331694, 331695, 331696, 331697, 331698, 331699, 331700, 331701, 331702, 331703, 331704, 331705, 331706,

331707, 331708, 331709, 331710, 331711, 331712, 331713, 331714, 331715, 331716, 331717, 331718, 331719, 331720, 331721, 331722, 331723, 331724, 331725, 331726, 331727, 331728, 331729, 331730, 331731, 331732, 331733, 331734, 331735, 331736, 331737, 331738, 331739, 331740, 331741, 331742, 331743, 331744, 331745, 331746, 331747, 331748, 331749, 331750, 331751, 331752, 331753, 331754, 331755, 331756, 331757, 331758, 331759, 331760, 331761, 331762, 331763, 331764, 331765, 331766, 331767, 331768, 331769, 331770, 331771, 331772, 331773, 331774, 331775, 331776, 331777, 331778, 331779, 331780, 331781, 331782, 331783, 331784, 331785 leased pursuant to Rider Three (3) dated December 28, 2011 to that certain Railroad Car Lease Agreement dated December 28, 2011 between Trinity Industries Leasing Company and Performance Technologies, L.L.C.

14. Twenty-five (25) units identified with marks TILX 30305-30329 leased pursuant to Rider Thirteen (13) dated December 1, 2011 to that certain Railroad Car Lease Agreement dated March 12, 1982 between Trinity Industries Leasing Company and PPG Industries, Inc.

15. Two Hundred (200) units identified with marks TILX 263527-263726 leased pursuant to Rider Four (4) dated December 1, 2011 to that certain Railroad Car Lease Agreement dated February 6, 2006 between Trinity Industries Leasing Company and Shell Trading Canada, A Division of Pennzoil-Quaker State Canada Inc.

16. Fifty-Nine (59) units identified with marks TILX 3427-3477, 3479-3486 leased pursuant to Rider Eight (8) dated November 24, 2011 to that certain Railroad Car Lease Agreement dated March 27, 2003 between Trinity Industries Leasing Company and TXI Operations, LP.

17. Four (4) units identified with marks TILX 101278-101281 leased pursuant to Rider Five (5) dated July 21, 2011 to that certain Railroad Car Lease Agreement dated September 24, 2007 between Trinity Industries Leasing Company and US Magnesium LLC.

18. One Hundred (100) units identified with marks TILX 331136-331235 leased pursuant to Rider Three (3) dated December 15, 2011 to that certain Railroad Car Lease Agreement dated April 28, 2011 between Trinity Industries Leasing Company and Weatherford U.S., L.P.

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: 12/19/12

Edward M Luria
Edward M. Luria