

RECORDATION NO 27949-BB

FILED

January 07, 2013 12:20 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD

ATTORNEYS AT LAW

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

OF COUNSEL
URBAN A. LESTER

January 7, 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 January 4, 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
January 7, 2013
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A description of the railroad equipment covered by the enclosed document is:

Railcars RELEASED: TILX 194930 and within the series TILX 195004 – TILX 199570 as more particularly set forth in the attachment to the document.

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

Recordable Release.

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,



Edward M. Luria

EML/sem
Enclosures

Recordable Release

January 4, 2013

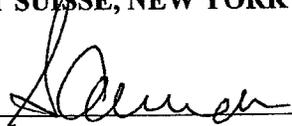
This instrument (this "Release") is being entered into and delivered in connection with (i) the Second Amended and Restated Warehouse Loan Agreement dated as of May 29, 2009, as amended by Amendment No. 1, dated as of February 4, 2011 and Amendment No. 2, dated as of November 28, 2012, among Trinity 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 The Andersons, Inc. ("The Andersons"). 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 The Andersons (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: Scott Corman
Title: Managing Director

By: 
Name: Jason Ruchelsman
Title: Vice President

WILMINGTON TRUST COMPANY, as
Collateral Agent

By: _____
Name:
Title:

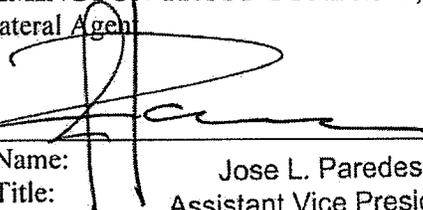
The undersigned have each executed and delivered this Release as of the date first written above.

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 Scott Corman, who upon oath, acknowledged himself to be a Managing Director 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 21 day of December, 2012.

Notary Public


ARTHUR A. LOSKOVE
Notary Public, State of New York
No. 02L06177589
Qualified in New York County
Certificate Filed in New York County
Commission Expires November 13, 2015

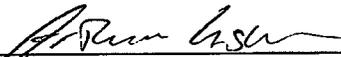
MY COMMISSION EXPIRES:

STATE OF New York)
)
COUNTY OF New York)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Jason Rubelzman, 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 21 day of December, 2012.

Notary Public


ARTHUR A. LOSKOVE
Notary Public, State of New York
No. 02L06177589
Qualified in New York County
Certificate Filed in New York County
Commission Expires November 13, 2015

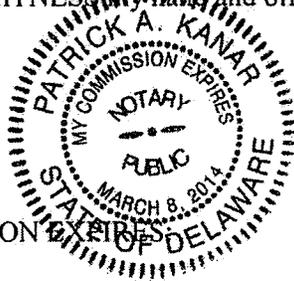
MY COMMISSION EXPIRES:

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 19 day of December, 2012.



Notary Public

A handwritten signature in black ink, appearing to read "Patrick A. Kanar", written over a horizontal line.

MY COMMISSION

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

Schedule 1

Railcars

Asset Mark

TILX 194930
TILX 195004
TILX 195038
TILX 195053
TILX 195061
TILX 195083
TILX 195085
TILX 195093
TILX 195094
TILX 195105
TILX 195106
TILX 195110
TILX 195111
TILX 195115
TILX 195122
TILX 195124
TILX 195129
TILX 195147
TILX 195189
TILX 195193
TILX 195197
TILX 195218
TILX 195222
TILX 195225
TILX 195232
TILX 195233
TILX 195235
TILX 195240
TILX 195241
TILX 195242
TILX 195366
TILX 197499
TILX 197577
TILX 197598
TILX 197607
TILX 197672
TILX 198060
TILX 198062
TILX 198063
TILX 198079
TILX 198097
TILX 198112
TILX 198156
TILX 198161
TILX 198165

TILX 198173
TILX 198197
TILX 198217
TILX 198277
TILX 198304
TILX 198948
TILX 198950
TILX 199000
TILX 199003
TILX 199007
TILX 199026
TILX 199031
TILX 199127
TILX 199570

Schedule 2

Leases

Rider Three (3) to Railroad Car Lease Agreement dated as of effective as of January 1, 2013, between Trinity Rail Leasing Warehouse Trust and Bonanza Bioenergy, LLC, which incorporates the provisions of the Railroad Car Lease Agreement dated November 19, 2010.

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: 1/7/13

Edward M Luria
Edward M. Luria