

RECORDATION NO 30558-J FILED
August 01, 2013 11:40 AM
SURFACE TRANSPORTATION BOARD

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

August 1, 2013

Chief
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 August 1, 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 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

Section Chief
August 1, 2013
Page 2

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

2034 railcars within the series ADLX 122200 – ADLX 122237, TILX 003638 – TILX 003651, TILX 024529 – TILX 024615, TILX 030417 – TILX 030458, TILX 055190 – TILX 055664, TILX 056754 – TILX 056805, TILX 111086 – TILX 111188, TILX 254940 – TILX 255986, TILX 262631 – TILX 262655, TILX 270816 – TILX 270822, TILX 304434 – TILX 304473, TILX 328311 – TILX 328360, TILX 330423 – TILX 330585, TILX 332776 – TILX 332885, TILX 333148 – TILX 333172, TILX 350001 – TILX 350150, TILX 351173 – TILX 351520, TILX 500955 – TILX 501054, TILX 601162 – TILX 601196, and TILX 638636 – TILX 648279, as more particularly set forth on the attachment to the document.

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 1st day of August, 2013.

**TRINITY INDUSTRIES LEASING
COMPANY**

By: 

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

TRINITY RAIL LEASING 2012 LLC,

By: RIV 2013 Rail Holdings LLC, its sole
Member and Manager

By: Trinity Industries Leasing Company, its
Agent

By: 

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

STATE OF Texas)
)
COUNTY OF Dallas) SS:

On this 25th day of July, 2013, before me personally appeared 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.

Sarah Nichole Reynolds
Notary Public

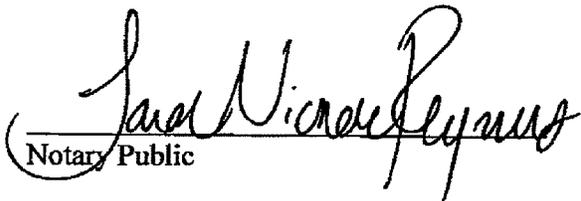
My Commission Expires: 8/4/15



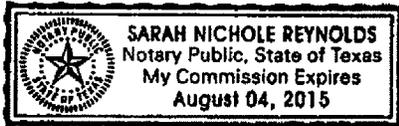
Assignment and Assumption
(TILC)

STATE OF Texas)
) SS:
COUNTY OF Dallas)

On this 25th day of July 2013, before me personally appeared Lance Davis, to me personally known, who being duly sworn, stated that he/she is Vice President of Trinity Industries Leasing Company, the agent of RIV 2013 Rail Holdings LLC, the 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.


Notary Public

My Commission Expires:



Assignment and Assumption (TILC)

SCHEDULE I

1. Two Hundred Seventy-Five (275) units identified with marks TILX 55390-55664 leased pursuant to Rider Eighty-Nine (89) dated November 5, 2012 to that certain Railroad Car Lease Agreement dated July 10, 1989 between Trinity Industries Leasing Company and ADM Transportation Company.

2. Two Hundred (200) units identified with marks TILX 55190-55389 leased pursuant to Rider Twenty-Two (22) dated August 6, 2012 to that certain Railroad Car Lease Agreement dated April 2, 1992 between Trinity Industries Leasing Company and AG Processing Inc.

3. Twenty (20) units identified with marks ADLX 122200, 122205, 122206, 122208, 122209, 122236, 122237 and 122207 and TILX 030439, 030440, 030441, 030443, 030444, 030450, 030451, 030454, 030455, 030456, 030457 and 030458 leased pursuant to Rider One (1) dated May 2, 2012 to that Car Service Contract No. 3891 dated January 1, 2012 between Argos Cement LLC and Adler Funding LLC, for which GATX Corporation serves as Manager.

4. One Hundred Ten (110) units identified with marks TILX 332776, 332777, 332778, 332779, 332780, 332781, 332782, 332783, 332784, 332785, 332786, 332787, 332788, 332789, 332790, 332791, 332792, 332793, 332794, 332795, 332796, 332797, 332798, 332799, 332800, 332801, 332802, 332803, 332804, 332805, 332806, 332807, 332808, 332809, 332810, 332811, 332812, 332813, 332814, 332815, 332816, 332817, 332818, 332819, 332820, 332821, 332822, 332823, 332824, 332825, 332826, 332827, 332828, 332829, 332830, 332831, 332832, 332833, 332834, 332835, 332836, 332837, 332838, 332839, 332840, 332841, 332842, 332843, 332844, 332845, 332846, 332847, 332848, 332849, 332850, 332851, 332852, 332853, 332854, 332855, 332856, 332857, 332858, 332859, 332860, 332861, 332862, 332863, 332864, 332865, 332866, 332867, 332868, 332869, 332870, 332871, 332872, 332873, 332874, 332875, 332876, 332877, 332878, 332879, 332880, 332881, 332882, 332883, 332884, and 332885 leased pursuant to Rider Six (6) 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.

5. Twenty-Three (23) units identified with marks TILX 111086-111108 leased pursuant to Rider Seven (7) dated December 1, 2011 to that certain Railroad Car Lease Agreement dated November 23, 2005 between Trinity Industries Leasing Company and Bayer MaterialScience LLC.

6. Thirteen (13) units identified with marks TILX 330423, 330424, 330425, 330426, 330427, 330428, 330429, 330430, 330431, 330432, 330433, 330434, and 330435 leased pursuant to Rider Eight (8) dated April 16, 2012 to that certain Railroad Car Lease Agreement dated April 1, 2003 between Trinity Industries Leasing Company and CalPortland Company.

7. One Hundred (100) units identified with marks TILX 500955-501054 leased pursuant to Rider Six (6) dated August 18, 2010 to that certain Railroad Car Lease Agreement dated July 30, 2007 between Trinity Industries Leasing Company and CF Industries Sales, LLC, Parent of CF Industries, Inc.

8. Seven (7) units identified with marks TILX 270816-270822 leased pursuant to Rider Fifty-One (51) dated February 25, 2013, to that certain Master Railcar Lease Agreement dated May 1, 2009 between Trinity Industries Leasing Company and E.I. DuPont de Nemours and Company.

9. Twenty-Five (25) units identified with marks TILX 333149, 333150, 333151, 333152, 333154, 333155, 333157, 333158, 333160, 333163, 333162, 333164, 333161, 333166, 333167, 333168, 333148, 333153, 333156, 333159, 333165, 333169, 333170, 333171, and 333172 leased pursuant to Rider Five (5) dated September 14, 2012 to that certain Railroad Car Lease Agreement dated March 9, 2011 between TrinityRail Canada, Inc. and ENX Inc.

10. Ten (10) units identified with marks TILX 30417, 30422, 30423, 30424, 30429, 30430, 30431, 30432, 30434, and 30435 leased pursuant to Rider Two (2) dated March 27, 2013 to that certain Railroad Car Lease Agreement dated December 13, 2010 between Trinity Industries Leasing Company and Federal White Cement Marketing, Inc. f/k/a Federal White Cement Marketing, Inc.

11. Six (6) units identified with marks TILX 30418, 30420, 30421, 30425, 30426, and 30428 leased pursuant to Rider One (1) dated October 9, 2012 to that certain Railroad Car Lease Agreement dated October 9, 2012 between Trinity Industries Leasing Company and Haworth, Inc.

12. Forty-Five (45) units identified with marks TILX 638636, 638785, 638903, 638914, 638916, 638918, 638922, 638925, 638930, 638932, 638933, 638935, 638937, 638938, 638941, 638942, 638944, 638951, 638953, 638957, 638959, 639016, 640046, 640052, 640156, 640185, 640187, 640188, 640189, 640191, 640192, 640193, 640194, 640196, 640197, 640201, 640204, 640205, 640206, 640210, 640212, 640249, 640252, 640262, and 640438 leased pursuant to Rider Two (2) dated June 11, 2012 to that certain Railroad Car Lease Agreement dated February 26, 2009 between Trinity Industries Leasing Company and Homeland Energy Solutions.

13. Thirteen (13) units identified with marks TILX 56766-56772, 56774-56778 and 56791 leased pursuant to Rider Eight (8) dated September 24, 2012 to that certain Railroad Car Lease Agreement dated August 30, 1993 between Trinity Industries Leasing Company and Italgrani Elevator Company.

14. Eighty-Seven (87) units identified with marks TILX 24529-24615 leased pursuant to Rider Five (5) dated February 1, 2013 to that certain Railroad Car Lease Agreement dated September 14, 2009 between Trinity Industries Leasing Company and Lattimore Materials Corp., successor in interest to Lattimore Materials Company, L.P.

15. Fifteen (15) units identified with marks TILX 56754, 56761, 56762, 56764, 56792, 56793, 56794, 56795, 56799, 56800, 56801, 56802, 56803, 56804, and 56805 leased pursuant to Rider One (1) dated February 28, 2013 to that certain Railroad Car Lease Agreement dated February 28, 2013 between Trinity Industries Leasing Company and Lhoist North America of Texas, Ltd.

16. Forty (40) units identified with marks TILX 304434-304473 leased pursuant to Rider Nine (9) dated January 10, 2013 to that certain Railcar Lease Agreement dated March 1, 2002 between Trinity Industries Leasing Company and Marathon Petroleum Company LP.

17. One Hundred (100) units identified with marks TILX 254940-255039 leased pursuant to Rider One (1) dated January 8, 2013 to that certain Railroad Car Lease Agreement dated January 8, 2013 between Trinity Industries Leasing Company and NOVA Chemicals Inc.

18. Thirty-Four (34) units identified with marks TILX 638860, 639017, 640109, 640153, 640177, 640254, 640265, 640267, 640269, 640272, 640365, 640376, 640378, 640380, 640397, 640404, 640409, 640412, 640415, 640416, 640420, 640427, 640440, 640443, 640449, 640450, 640454, 640464, 645764, 645766, 645815, 645846, 648264, and 648279 leased pursuant to Rider One (1) dated August 1, 2012 to that certain Railroad Car Lease Agreement dated June 24, 2009 between Trinity Industries Leasing Company and NuGen Energy, LLC.

19. One Hundred Twenty-Five (125) units identified with marks TILX 255040-255164 leased pursuant to Rider Seven (7) dated December 1, 2011 to that certain Railroad Car Lease Agreement dated August 26, 2009 between Trinity Industries Leasing Company and Nustar Marketing, LLC.

20. Thirty (30) units identified with marks TILX 255927, 255928, 255929, 255930, 255931, 255932, 255933, 255934, 255935, 255936, 255937, 255938, 255939, 255940, 255941, 255942, 255943, 255944, 255945, 255946, 255947, 255948, 255949, 255950, 255951, 255952, 255953, 255954, 255955, and 255956 leased pursuant to Rider One (1) dated January 10, 2012 to that certain Railroad Car Lease Agreement dated January 10, 2012 between Trinity Industries Leasing Company and Pacific Coast Canola LLC.

21. Thirty (30) units identified with marks TILX 255957, 255958, 255959, 255960, 255961, 255962, 255963, 255964, 255965, 255966, 255967, 255968, 255969, 255970, 255971, 255972, 255973, 255974, 255975, 255976, 255977, 255978, 255979, 255980, 255981, 255982, 255983, 255984, 255985, and 255986 leased pursuant to Rider Two (2) dated January 10, 2012 to that certain Railroad Car Lease Agreement dated January 10, 2012 between Trinity Industries Leasing Company and Pacific Coast Canola LLC.

22. Two Hundred (200) units identified with marks TILX 351173, 351174, 351175, 351176, 351177, 351178, 351179, 351180, 351181, 351182, 351183, 351184, 351185, 351186, 351187, 351188, 351189, 351190, 351191, 351192, 351193, 351194, 351195, 351196, 351197, 351198, 351199, 351200, 351201, 351202, 351203, 351204, 351205, 351206, 351207, 351208, 351209, 351210, 351211, 351212, 351213, 351214, 351215, 351216, 351217, 351218, 351219, 351220, 351221, 351222, 351223, 351224, 351225, 351226, 351227, 351228, 351229, 351230, 351231, 351232, 351233, 351234, 351235, 351236, 351237, 351238, 351239, 351240, 351241, 351242, 351243, 351244, 351245, 351246, 351247, 351248, 351249, 351250, 351251, 351252, 351253, 351254, 351255, 351256, 351257, 351258, 351259, 351260, 351261, 351262, 351263, 351264, 351265, 351266, 351267, 351268, 351269, 351270, 351271, 351272, 351273, 351274, 351275, 351276, 351277, 351279, 351280, 351281, 351282, 351283, 351284, 351285, 351286, 351287, 351288, 351289, 351290, 351291, 351292, 351293, 351294, 351295, 351296, 351297, 351298, 351299, 351300, 351301, 351302, 351303, 351304, 351306, 351308, 351309, 351311,

351313, 351314, 351315, 351317, 351318, 351319, 351320, 351322, 351324, 351326, 351327, 351334, 351348, 351469, 351470, 351471, 351472, 351473, 351474, 351475, 351476, 351477, 351478, 351479, 351480, 351481, 351482, 351483, 351484, 351485, 351486, 351487, 351488, 351489, 351490, 351491, 351492, 351493, 351494, 351495, 351496, 351497, 351498, 351499, 351500, 351501, 351502, 351503, 351504, 351505, 351506, 351507, 351508, 351509, 351510, 351511, 351512, 351513, 351514, 351515, 351516, 351517, 351518, 351519, and 351520 leased pursuant to Rider Six (6) dated January 23, 2013 to that certain Railroad Car Lease Agreement dated February 1, 2011 between Trinity Industries Leasing Company and PBF Holding Company LLC.

23. Fourteen (14) units identified with marks TILX 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, and 3651 leased pursuant to Rider Three (3) dated July 19, 2012 to that certain Railroad Car Lease Agreement dated August 14, 2003 between Trinity Industries Leasing Company and Penguin Logistics, LLC.

24. Fifty (50) units identified with marks TILX 350001, 350002, 350003, 350004, 350005, 350006, 350007, 350008, 350009, 350010, 350011, 350012, 350013, 350014, 350015, 350016, 350017, 350018, 350019, 350020, 350021, 350022, 350023, 350024, 350025, 350026, 350027, 350028, 350029, 350030, 350031, 350032, 350033, 350035, 350036, 350038, 350039, 350040, 350041, 350042, 350044, 350045, 350047, 350048, 350049, 350051, 350052, 350053, 350055, and 350057 leased pursuant to Rider Seven (7) dated October 3, 2011 to that certain Railroad Car Lease Agreement dated May 21, 2002 between Trinity Industries Leasing Company and Plains Midstream Canada ULC.

25. Fifty (50) units identified with marks TILX 350034, 350037, 350043, 350046, 350050, 350054, 350056, 350058, 350059, 350060, 350061, 350062, 350063, 350064, 350065, 350066, 350067, 350068, 350069, 350070, 350071, 350072, 350073, 350074, 350075, 350076, 350077, 350078, 350081, 350085, 350087, 350088, 350090, 350091, 350097, 350100, 350101, 350102, 350105, 350110, 350115, 350121, 350122, 350124, 350125, 350126, 350130, 350131, 350132, and 350134 leased pursuant to Rider Eight (8) dated October 3, 2011 to that certain Railroad Car Lease Agreement dated May 21, 2002 between Trinity Industries Leasing Company and Plains Midstream Canada ULC.

26. Fifty (50) units identified with marks TILX 350079, 350080, 350082, 350083, 350084, 350086, 350089, 350092, 350093, 350094, 350095, 350096, 350098, 350099, 350103, 350104, 350106, 350107, 350108, 350109, 350111, 350112, 350113, 350114, 350116, 350117, 350118, 350119, 350120, 350123, 350127, 350128, 350129, 350133, 350135, 350136, 350137, 350138, 350139, 350140, 350141, 350142, 350143, 350144, 350145, 350146, 350147, 350148, 350149, and 350150 leased pursuant to Rider Nine (9) dated October 3, 2011 to that certain Railroad Car Lease Agreement dated May 21, 2002 between Trinity Industries Leasing Company and Plains Midstream Canada ULC.

27. One Hundred Ten (110) units identified with marks TILX 255290-255399 leased pursuant to Schedule Twenty-Six (26) dated April 1, 2013 to that certain Master Railcar Lease Agreement dated November 1, 2008 between Trinity Industries Leasing Company and Shell Chemical LP.

28. Twelve (12) units identified with marks TILX 56779, 56780, 56781, 56782, 56783, 56784, 56785, 56786, 56787, 56788, 56789, and 56790 leased pursuant to Rider One (1) dated June 22, 2012 to that certain Railroad Car Lease Agreement dated June 22, 2012 between Trinity Industries Leasing Company and Siemer Milling Company.

29. Twenty-five (25) units identified with marks TILX 262631-262655 leased pursuant to Rider Eight (8) dated December 6, 2011 to that certain Railroad Car Lease Agreement dated November 14, 2006 between Trinity Industries Leasing Company and Transit P.M. Inc.

30. Fifty (50) units identified with marks TILX 330536-330585 leased pursuant to Rider Nine (9) dated September 21, 2011 to that certain Railroad Car Lease Agreement dated March 27, 2003 between Trinity Industries Leasing Company and TXI Operations, LP.

31. Eighty (80) units identified with marks TILX 111109-111188 leased pursuant to Rider One (1) dated November 16, 2012 to that certain Railroad Car Lease Agreement dated November 16, 2012 between Trinity Industries Leasing Company and Univar, Inc.

32. Thirty-Five (35) units identified with marks TILX 601162-601196 leased pursuant to Rider Six (6) dated January 27, 2012 to that certain Railroad Car Lease Agreement dated September 24, 2007 between Trinity Industries Leasing Company and US Magnesium LLC.

33. Fifty (50) units identified with marks TILX 328311-328360 leased pursuant to Rider One (1) dated April 28, 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: 8/1/12

Edward M Luria
Edward M. Luria