

RECORDATION NO. 23800-0 FILED

OCT 04 '11 -8 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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October 3, 2011

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 a Replacement Pledged Equipment Assignment and Assumption (TRL-I 2011 Substitution), dated as of October 3, 2011, 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 Numbers 23800.

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

Chief
Section of Administration
October 3, 2011
Page 2

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

Leases with respect to 43 railcars within the following series as more particularly set forth in the attachment to the document:

TILX 058022 – TILX 058024 (inclusive)
TILX 058186 – TILX 058209
TILX 190322 – TILX 190325 (inclusive)
TILX 250178 – TILX 250251
TILX 311101 – TILX 311122
TILX 620080 – TILX 620135
TIMX 001021 .

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

Replacement Pledged Equipment Assignment and Assumption (TRL-I 2011 Substitution).

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

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**REPLACEMENT PLEDGED EQUIPMENT ASSIGNMENT AND ASSUMPTION
(TRL-I 2011 SUBSTITUTION)**

SURFACE TRANSPORTATION BOARD

October 3, 2011

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 Replacement Pledged Equipment Leases 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 Replacement Pledged Equipment Transfer and Assignment Agreement (TRL-I 2011 Substitution), dated as of October 3, 2011, 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 Replacement Pledged Equipment Leases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Existing Replacement Pledged Equipment Leases free and clear of all Liens other than Permitted Liens, and the Assignor covenants that it will defend forever such title to the Existing Replacement Pledged Equipment Leases 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 Replacement Pledged Equipment Leases 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 Replacement Pledged Equipment Leases, as a precaution only, in the event of any challenge to this Replacement Pledged Equipment Assignment and Assumption (TRL-I 2011 Substitution) as being in the nature of a financing rather than an absolute assignment, the Assignor hereby also grants the Limited Partnership a security interest in the Existing Replacement Pledged Equipment Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Agreement provide that this Replacement Pledged Equipment Assignment and Assumption (TRL-I 2011 Substitution) 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 Replacement Pledged Equipment Leases.

The Limited Partnership hereby assumes, and agrees it is unconditionally bound in respect of, as of the date first set forth above, all duties and obligations of the Assignor under the Existing Replacement Pledged Equipment Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the meanings such terms would have if used in the Agreement.

Replacement Pledged Equipment Assignment and Assumption
(TRL-I 2011 Substitution)

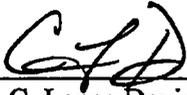
This Replacement Pledged Equipment Assignment and Assumption (TRL-I 2011 Substitution) shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 of the New York General Obligations Law.

* * *

Replacement Pledged Equipment Assignment and Assumption
(TRL-I 2011 Substitution)

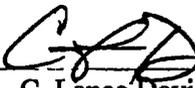
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on and as of the date first written above.

TRINITY INDUSTRIES LEASING COMPANY

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

TRINITY RAIL LEASING I L.P.

By: TILX GP I, LLC.,
its General Partner

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

STATE OF Texas }

) SS:

COUNTY OF Dallas }

On this 3rd day of October, 2011, 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 such 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 such entity.


Notary Public

My Commission Expires:



STATE OF Texas }

) SS:

COUNTY OF Dallas }

On this 3rd day of October, 2011, before me personally appeared C. Lance Davis, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP I, LLC, General Partner of Trinity Rail Leasing I L.P., that said instrument was signed on behalf of said limited partner by said limited liability company as general partner of Trinity Rail Leasing I L.P. by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.


Notary Public

My Commission Expires:



SCHEDULE I

Paramount Petroleum Corporation, Rider 2

Formosa Plastics Corp, USA, Rider 17

Sabic Innovative Plastics, Rider 1

Celtran Inc, Rider 3

JBS USA, LLC, Rider 6

Itero Energy, Inc., Rider 2

Helm US Corporation, Rider 4

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: 10/4/11

Edward M Luria
Edward M. Luria