RECORDATION NO. 27949-U
FILED June 15, 2012 03:40 PM
SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

June 15, 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

Re: Warehouse 47th Funding

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Security Agreement Supplement No. 47, dated as of June 15, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement Supplement being filed with the Board under Recordation Number 27949-T.

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
Borrower:	Trinity Rail Leasing Warehouse Trust (formerly known as Trinity Rail Leasing Trust II) 2525 Stemmons Freeway Dallas, Texas 75207

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

236 railcars within the following series as more particularly set forth in the equipment schedule attached to the document:

AEPX 030211 - AEPX 030430
TILX 056710 - TILX 056721 (inclusive)
TILX 642255
TILX 645920 - TILX 645925 (inclusive)
TILX 648313 - TILX 648348

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

Security Agreement Supplement No. 47.

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/bhs
Enclosures

RECORDATION NO. 27949-U
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SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT SUPPLEMENT No. 47

SECURITY AGREEMENT SUPPLEMENT NO. 47 (this "Supplement"), dated as of June 15, 2012, to the Second Amended and Restated Security Agreement, dated as of May 29, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") among TRINITY RAIL LEASING WAREHOUSE TRUST (formerly known as Trinity Rail Leasing Trust II), a Delaware statutory trust (the "Borrower"), WILMINGTON TRUST COMPANY, as Collateral Agent for the Protected Parties (together with its successor or successors in such capacity, the "Collateral Agent"), and CREDIT SUISSE, NEW YORK BRANCH, as Agent (the "Agent").

The parties hereto refer to the Second Amended and Restated Warehouse Loan Agreement, dated as of May 29, 2009, among Trinity Industries Leasing Company, a Delaware corporation (the "Manager"), the Borrower, the banks and other lending institutions from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), the Agent, and Wilmington Trust Company, as Collateral Agent and Depositary (as amended, supplement or otherwise modified from time to time, the "Loan Agreement").

The Security Agreement was recorded with the Surface Transportation Board (the "STB") on May 29, 2009, under Recordation No. 27949, and with the Registrar General of Canada on May 29, 2009, at 12:03 pm as Document Key 19945.

The Borrower has entered into the Security Agreement in order to induce the Lenders to make extensions of credit to the Borrower and as consideration for credit extensions previously and hereafter made pursuant to, and upon the terms and subject to the conditions specified in, the Loan Agreement. Terms used herein without definition which are defined in the Security Agreement are used herein with the respective meanings set forth therein. Among other items of Collateral in which the Borrower has granted a security interest to the Collateral Agent for the ratable benefit of the Protected Parties is all of its now existing and hereafter acquired rights, title and interest in and to all Railcars and all Leases (collectively, the "Portfolio Collateral"). The Borrower has acquired rights in certain Additional Railcars and Additional Leases in which it desires to confirm the grant of security interest under the Security Agreement in favor of the Collateral Agent for the ratable benefit of the Protected Parties. Accordingly, the Borrower hereby agrees that the Security Agreement is hereby supplemented as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations as set forth in the Security Agreement, the Borrower hereby grants to the Collateral Agent for the ratable benefit of the Protected Parties, a security interest in and Lien on all of the Borrower's right, title and interest in and to the Additional Railcars, the Additional Leases and the other Collateral described herein.

(a) The Additional Railcars and Additional Leases covered by this Supplement are more specifically described in Schedule I and Schedule II attached hereto (which is incorporated herein by this reference) shall be subject to the security interest and lien granted under and on the terms and conditions of the Security Agreement and Loan Agreement.

(b) Together with all substitutions or replacements of and additions, improvements, accessories and accumulations to the property above described for which title vests in the Borrower and all property which shall hereafter become attached to or incorporated in the property above described, whether the same are now owned by the Borrower or shall hereafter be acquired by it.

SECTION 2. Security Agreement. This Supplement has been executed and delivered by the Borrower for the purpose of recording the security interest of the Collateral Agent in the Collateral with the STB and Registrar General of Canada. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Protected Party under the Security Agreement, and the rights and remedies of the Collateral Agent with respect to the security interest granted hereby are without prejudice to, and are in addition to those set forth in the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Protected Party thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provisions of this Supplement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 3. Representations. The Borrower hereby represents and warrants as follows:

(a) Ownership. The Borrower is the owner of (i) each Additional Railcar listed in Schedule I hereto and (ii) each Additional Lease listed in Schedule II hereto.

(b) Binding Obligation. This Supplement has been duly authorized, executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against it in accordance with its terms.

(c) Non-Contravention. The execution, delivery and performance by the Borrower of this Supplement will not (i) violate or conflict with any provisions of its articles or certificate of incorporation or bylaws or other organizational or governing documents, (ii) violate, contravene or conflict with any law applicable to it or its properties, (iii) violate, contravene or conflict with any Contractual Provision or cause an event of default under, or give rise to material increased, additional, accelerated or guaranteed, rights of any Person under, any indenture, loan agreement, mortgage, deed of trust, contract or other agreement or instrument to which it is a party or by which it may be bound or (iv) result in or require the creation of any Lien (other than the Lien of the Security Agreement) upon or with respect to its properties.

(d) Each of the representations and warranties contained in the Security Agreement is true and correct in all material respects as of the date hereof, with the same effect as though such representations and warranties had been made on and as of the date hereof after giving effect to the execution and delivery of this Supplement.

SECTION 4. Miscellaneous.

(a) Successors and Assigns. This Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Full Force and Effect; Limited Supplement. Except as expressly supplemented hereby, the Security Agreement shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with its terms.

(c) Loan Document, etc. This Supplement constitutes a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

(d) Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Additional Railcars and Additional Leases granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

(e) Counterparts; Effectiveness. This Supplement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the Borrower, the Collateral Agent and the Agent.

(f) Severability. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or enforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired.

(g) Fees. Without limiting the provisions of the Loan Agreement (or any other Loan Document, including the Security Agreement), the undersigned agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including reasonable attorneys' fees and expenses of the Collateral Agent.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdictions other than New York are governed by the laws of such jurisdictions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed by their respective authorized officers, as of the day and year first above written.

TRINITY RAIL LEASING WAREHOUSE TRUST

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

WILMINGTON TRUST COMPANY,
as Collateral Agent

By: _____
Name:
Title:

CREDIT SUISSE, NEW YORK BRANCH,
as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Dallas)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared C. Lance Davis, who upon oath, acknowledged himself to be Vice President of TRINITY RAIL LEASING WAREHOUSE TRUST, a Delaware statutory trust, and that s/he as such officer being authorized to do so, executed the foregoing Security Agreement Supplement for the purposes therein contained by signing the name of the Delaware statutory trust by her/himself as a such officer Trinity Rail Leasing Warehouse Trust.

WITNESS my hand and official seal this 15th day of June, 2012.

Notary Public

MY COMMISSION EXPIRES: 6/9/16

DANIELLE MARCHELLE FORNEY
Notary Public, State of Texas
My Commission Expires
June 09, 2016

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed by their respective authorized officers, as of the day and year first above written.

TRINITY RAIL LEASING WAREHOUSE TRUST

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

WILMINGTON TRUST COMPANY,
as Collateral Agent

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

CREDIT SUISSE, NEW YORK BRANCH,
as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

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 Security Agreement Supplement for the purposes therein contained by signing the name of such bank by her/himself as a such officer such Wilmington Trust Company.

WITNESS my hand and official seal this 15th day of June, 2012.

Notary Public

MY COMMISSION EXPIRES:

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

PATRICK A. KANAR NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 8, 2014 STATE OF DELAWARE

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed by their respective authorized officers, as of the day and year first above written.

TRINITY RAIL LEASING WAREHOUSE TRUST

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

WILMINGTON TRUST COMPANY,
as Collateral Agent

By: _____
Name:
Title:

CREDIT SUISSE, NEW YORK BRANCH,
as Agent

By: _____
Name: Scott Corman
Title: Managing Director

By: _____
Name:
Title: Jason Ruchelsman
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 Security Agreement Supplement for the purposes therein contained by signing the name of such bank by her/himself as a such officer such Credit Suisse, New York Branch.

WITNESS my hand and official seal this 15th day of June, 2012.

Notary Public

MY COMMISSION EXPIRES:

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

ACKNOWLEDGMENT

STATE OF New York)
)
COUNTY OF New York)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Jason Ruchelsman, 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 Security Agreement Supplement for the purposes therein contained by signing the name of such bank by her/himself as a such officer such Credit Suisse, New York Branch.

WITNESS my hand and official seal this 15th day of June, 2012.

Notary Public

MY COMMISSION EXPIRES:

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

SCHEDULE I TO SECURITY
AGREEMENT SUPPLEMENT No.47

DESCRIPTION OF ADDITIONAL RAILCARS

[Attached]

SCHEDULE I TO SECURITY
AGREEMENT SUPPLEMENT No.47

DESCRIPTION OF ADDITIONAL LEASES

[Attached]

TRINITY RAIL LEASING WAREHOUSE TRUST
WAREHOUSE FUNDING PORTFOLIO

Schedule A

ID	Asset Mark	Lessee Number	Invoice Date	Car Type
1	TILX642255	63072	8/29/2008	Freight
2	TILX645920	63072	10/15/2009	Freight
3	TILX645921	63072	10/15/2009	Freight
4	TILX645922	63072	10/15/2009	Freight
5	TILX645923	63072	10/15/2009	Freight
6	TILX645924	63072	10/15/2009	Freight
7	TILX645925	63072	10/15/2009	Freight
8	TILX648313	63072	10/15/2009	Freight
9	TILX648326	63072	10/15/2009	Freight
10	TILX648330	63072	10/15/2009	Freight
11	TILX648331	63072	10/15/2009	Freight
12	TILX648334	63072	10/15/2009	Freight
13	TILX648335	63072	10/15/2009	Freight
14	TILX648341	63072	10/15/2009	Freight
15	TILX648345	63072	10/15/2009	Freight
16	TILX648348	63072	10/15/2009	Freight
17	TILX056622	48829	3/31/2011	Freight
18	TILX056710	1057	8/31/2011	Freight
19	TILX056711	1057	8/31/2011	Freight
20	TILX056712	1057	8/31/2011	Freight
21	TILX056713	1057	8/31/2011	Freight
22	TILX056714	1057	8/31/2011	Freight
23	TILX056715	1057	8/31/2011	Freight
24	TILX056716	1057	8/31/2011	Freight
25	TILX056717	1057	8/31/2011	Freight
26	TILX056718	1057	8/31/2011	Freight
27	TILX056719	1057	8/31/2011	Freight
28	TILX056720	1057	8/31/2011	Freight
29	TILX056721	1057	8/31/2011	Freight
30	AEPX030211	1531	12/3/2008	Freight
31	AEPX030212	1531	11/26/2008	Freight
32	AEPX030213	1531	11/26/2008	Freight
33	AEPX030214	1531	11/26/2008	Freight
34	AEPX030215	1531	11/26/2008	Freight
35	AEPX030216	1531	11/26/2008	Freight
36	AEPX030217	1531	11/26/2008	Freight
37	AEPX030218	1531	11/26/2008	Freight
38	AEPX030219	1531	11/26/2008	Freight
39	AEPX030220	1531	12/3/2008	Freight
40	AEPX030221	1531	12/3/2008	Freight
41	AEPX030222	1531	12/3/2008	Freight
42	AEPX030223	1531	12/3/2008	Freight
43	AEPX030224	1531	12/3/2008	Freight
44	AEPX030225	1531	12/3/2008	Freight
45	AEPX030226	1531	11/26/2008	Freight
46	AEPX030227	1531	11/26/2008	Freight
47	AEPX030228	1531	11/26/2008	Freight
48	AEPX030229	1531	11/26/2008	Freight

TRINITY RAIL LEASING WAREHOUSE TRUST
WAREHOUSE FUNDING PORTFOLIO

Schedule A

ID	Asset Mark	Lessee Number	Invoice Date	Car Type
49	AEPX030230	1531	11/26/2008	Freight
50	AEPX030231	1531	11/26/2008	Freight
51	AEPX030232	1531	12/3/2008	Freight
52	AEPX030233	1531	12/3/2008	Freight
53	AEPX030234	1531	12/3/2008	Freight
54	AEPX030235	1531	12/3/2008	Freight
55	AEPX030236	1531	12/3/2008	Freight
56	AEPX030237	1531	12/3/2008	Freight
57	AEPX030238	1531	12/3/2008	Freight
58	AEPX030239	1531	12/3/2008	Freight
59	AEPX030240	1531	12/3/2008	Freight
60	AEPX030241	1531	12/3/2008	Freight
61	AEPX030242	1531	12/3/2008	Freight
62	AEPX030243	1531	12/3/2008	Freight
63	AEPX030244	1531	12/3/2008	Freight
64	AEPX030245	1531	12/3/2008	Freight
65	AEPX030246	1531	12/3/2008	Freight
66	AEPX030247	1531	12/3/2008	Freight
67	AEPX030248	1531	12/3/2008	Freight
68	AEPX030249	1531	12/3/2008	Freight
69	AEPX030250	1531	12/3/2008	Freight
70	AEPX030251	1531	12/3/2008	Freight
71	AEPX030252	1531	12/3/2008	Freight
72	AEPX030253	1531	12/3/2008	Freight
73	AEPX030254	1531	12/3/2008	Freight
74	AEPX030255	1531	12/3/2008	Freight
75	AEPX030256	1531	12/3/2008	Freight
76	AEPX030257	1531	12/3/2008	Freight
77	AEPX030258	1531	12/3/2008	Freight
78	AEPX030259	1531	12/3/2008	Freight
79	AEPX030260	1531	12/5/2008	Freight
80	AEPX030261	1531	12/5/2008	Freight
81	AEPX030262	1531	12/5/2008	Freight
82	AEPX030263	1531	12/5/2008	Freight
83	AEPX030264	1531	12/5/2008	Freight
84	AEPX030265	1531	12/5/2008	Freight
85	AEPX030266	1531	12/3/2008	Freight
86	AEPX030267	1531	12/3/2008	Freight
87	AEPX030268	1531	12/3/2008	Freight
88	AEPX030269	1531	12/3/2008	Freight
89	AEPX030270	1531	12/3/2008	Freight
90	AEPX030271	1531	12/5/2008	Freight
91	AEPX030272	1531	12/5/2008	Freight
92	AEPX030273	1531	12/5/2008	Freight
93	AEPX030274	1531	12/5/2008	Freight
94	AEPX030275	1531	12/5/2008	Freight
95	AEPX030276	1531	12/5/2008	Freight
96	AEPX030277	1531	12/5/2008	Freight

TRINITY RAIL LEASING WAREHOUSE TRUST
WAREHOUSE FUNDING PORTFOLIO

Schedule A

ID	Asset Mark	Lessee Number	Invoice Date	Car Type
97	AEPX030278	1531	12/5/2008	Freight
98	AEPX030279	1531	12/5/2008	Freight
99	AEPX030280	1531	12/5/2008	Freight
100	AEPX030281	1531	12/5/2008	Freight
101	AEPX030282	1531	12/5/2008	Freight
102	AEPX030283	1531	12/5/2008	Freight
103	AEPX030284	1531	12/5/2008	Freight
104	AEPX030285	1531	12/5/2008	Freight
105	AEPX030286	1531	12/5/2008	Freight
106	AEPX030287	1531	12/5/2008	Freight
107	AEPX030288	1531	12/5/2008	Freight
108	AEPX030289	1531	12/5/2008	Freight
109	AEPX030290	1531	12/5/2008	Freight
110	AEPX030291	1531	12/5/2008	Freight
111	AEPX030292	1531	12/5/2008	Freight
112	AEPX030293	1531	12/5/2008	Freight
113	AEPX030294	1531	12/5/2008	Freight
114	AEPX030295	1531	12/5/2008	Freight
115	AEPX030296	1531	12/5/2008	Freight
116	AEPX030297	1531	12/5/2008	Freight
117	AEPX030298	1531	12/5/2008	Freight
118	AEPX030299	1531	12/5/2008	Freight
119	AEPX030300	1531	12/9/2008	Freight
120	AEPX030301	1531	12/9/2008	Freight
121	AEPX030302	1531	12/9/2008	Freight
122	AEPX030303	1531	12/9/2008	Freight
123	AEPX030304	1531	12/9/2008	Freight
124	AEPX030305	1531	12/9/2008	Freight
125	AEPX030306	1531	12/5/2008	Freight
126	AEPX030307	1531	12/5/2008	Freight
127	AEPX030308	1531	12/5/2008	Freight
128	AEPX030309	1531	12/5/2008	Freight
129	AEPX030310	1531	12/5/2008	Freight
130	AEPX030311	1531	12/9/2008	Freight
131	AEPX030312	1531	12/9/2008	Freight
132	AEPX030313	1531	12/9/2008	Freight
133	AEPX030314	1531	12/9/2008	Freight
134	AEPX030315	1531	12/9/2008	Freight
135	AEPX030316	1531	12/9/2008	Freight
136	AEPX030317	1531	12/9/2008	Freight
137	AEPX030318	1531	12/9/2008	Freight
138	AEPX030319	1531	12/9/2008	Freight
139	AEPX030320	1531	12/9/2008	Freight
140	AEPX030321	1531	12/9/2008	Freight
141	AEPX030322	1531	12/9/2008	Freight
142	AEPX030323	1531	12/9/2008	Freight
143	AEPX030324	1531	12/9/2008	Freight
144	AEPX030325	1531	12/9/2008	Freight

TRINITY RAIL LEASING WAREHOUSE TRUST
WAREHOUSE FUNDING PORTFOLIO

Schedule A

ID	Asset Mark	Lessee Number	Invoice Date	Car Type
145	AEPX030327	1531	12/9/2008	Freight
146	AEPX030328	1531	12/9/2008	Freight
147	AEPX030329	1531	12/9/2008	Freight
148	AEPX030330	1531	12/9/2008	Freight
149	AEPX030331	1531	12/9/2008	Freight
150	AEPX030332	1531	12/9/2008	Freight
151	AEPX030333	1531	12/9/2008	Freight
152	AEPX030334	1531	12/9/2008	Freight
153	AEPX030335	1531	12/9/2008	Freight
154	AEPX030336	1531	12/15/2008	Freight
155	AEPX030337	1531	12/9/2008	Freight
156	AEPX030339	1531	12/9/2008	Freight
157	AEPX030340	1531	12/15/2008	Freight
158	AEPX030341	1531	12/15/2008	Freight
159	AEPX030342	1531	12/15/2008	Freight
160	AEPX030343	1531	12/15/2008	Freight
161	AEPX030344	1531	12/15/2008	Freight
162	AEPX030345	1531	12/15/2008	Freight
163	AEPX030350	1531	12/9/2008	Freight
164	AEPX030351	1531	12/9/2008	Freight
165	AEPX030352	1531	12/15/2008	Freight
166	AEPX030353	1531	12/15/2008	Freight
167	AEPX030354	1531	12/15/2008	Freight
168	AEPX030355	1531	12/15/2008	Freight
169	AEPX030357	1531	12/15/2008	Freight
170	AEPX030358	1531	12/15/2008	Freight
171	AEPX030359	1531	12/15/2008	Freight
172	AEPX030360	1531	12/15/2008	Freight
173	AEPX030361	1531	12/15/2008	Freight
174	AEPX030362	1531	12/15/2008	Freight
175	AEPX030363	1531	12/15/2008	Freight
176	AEPX030364	1531	12/15/2008	Freight
177	AEPX030365	1531	12/15/2008	Freight
178	AEPX030366	1531	12/15/2008	Freight
179	AEPX030369	1531	12/15/2008	Freight
180	AEPX030370	1531	12/15/2008	Freight
181	AEPX030371	1531	12/15/2008	Freight
182	AEPX030372	1531	12/15/2008	Freight
183	AEPX030373	1531	12/15/2008	Freight
184	AEPX030374	1531	12/15/2008	Freight
185	AEPX030375	1531	12/15/2008	Freight
186	AEPX030376	1531	12/15/2008	Freight
187	AEPX030377	1531	12/15/2008	Freight
188	AEPX030378	1531	12/15/2008	Freight
189	AEPX030379	1531	12/15/2008	Freight
190	AEPX030380	1531	12/15/2008	Freight
191	AEPX030382	1531	12/15/2008	Freight
192	AEPX030383	1531	12/15/2008	Freight

TRINITY RAIL LEASING WAREHOUSE TRUST
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Schedule A

ID	Asset Mark	Lessee Number	Invoice Date	Car Type
193	AEPX030384	1531	12/15/2008	Freight
194	AEPX030385	1531	12/15/2008	Freight
195	AEPX030386	1531	12/15/2008	Freight
196	AEPX030387	1531	12/15/2008	Freight
197	AEPX030388	1531	12/15/2008	Freight
198	AEPX030389	1531	12/15/2008	Freight
199	AEPX030390	1531	12/15/2008	Freight
200	AEPX030391	1531	12/15/2008	Freight
201	AEPX030392	1531	12/15/2008	Freight
202	AEPX030393	1531	12/15/2008	Freight
203	AEPX030394	1531	12/15/2008	Freight
204	AEPX030395	1531	12/15/2008	Freight
205	AEPX030396	1531	12/15/2008	Freight
206	AEPX030397	1531	12/15/2008	Freight
207	AEPX030398	1531	12/15/2008	Freight
208	AEPX030399	1531	12/15/2008	Freight
209	AEPX030400	1531	12/18/2008	Freight
210	AEPX030401	1531	12/18/2008	Freight
211	AEPX030402	1531	12/18/2008	Freight
212	AEPX030403	1531	12/18/2008	Freight
213	AEPX030404	1531	12/18/2008	Freight
214	AEPX030405	1531	12/18/2008	Freight
215	AEPX030406	1531	12/15/2008	Freight
216	AEPX030407	1531	12/15/2008	Freight
217	AEPX030408	1531	12/15/2008	Freight
218	AEPX030409	1531	12/15/2008	Freight
219	AEPX030410	1531	12/15/2008	Freight
220	AEPX030411	1531	12/18/2008	Freight
221	AEPX030412	1531	12/18/2008	Freight
222	AEPX030413	1531	12/18/2008	Freight
223	AEPX030414	1531	12/18/2008	Freight
224	AEPX030417	1531	12/18/2008	Freight
225	AEPX030418	1531	12/18/2008	Freight
226	AEPX030419	1531	12/18/2008	Freight
227	AEPX030420	1531	12/18/2008	Freight
228	AEPX030421	1531	12/18/2008	Freight
229	AEPX030423	1531	12/18/2008	Freight
230	AEPX030424	1531	12/18/2008	Freight
231	AEPX030425	1531	12/18/2008	Freight
232	AEPX030426	1531	12/18/2008	Freight
233	AEPX030427	1531	12/18/2008	Freight
234	AEPX030428	1531	12/18/2008	Freight
235	AEPX030429	1531	12/18/2008	Freight
236	AEPX030430	1531	12/18/2008	Freight

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Exhibit B

Lessee Number	Lessee	Rider Number
63072	AMAIZING ENERGY DENISON LLC	01.1
1531	AMERICAN ELECTRIC POWER SERV CORP	03-R08032.1
48829	ARMSTRONG WORLD INDUSTRIES, INC	03.0
1057	TATE & LYLE INGREDIENTS AMERICAS INC	13.1

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: 6-15-12

Edward M. Luria