

RECORDATION NO. 30587 FILED
December 28, 2012 4:35 PM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

December 28, 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 of Lease, dated as of December 28, 2012, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Assignor: Trinity Rail Leasing Warehouse Trust
2525 Stemmons Freeway
Dallas, Texas 75207

Assignee: General Electric Railcar Services Corporation
161 North Clark Street, 7th Floor
Chicago, Illinois 60601

Chief of the Section of Administration
December 28, 2012
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A description of the railroad equipment covered by the enclosed document is:

Leases covering 125 railcars: TILX 330686 – TILX 330810

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

Assignment of Lease.

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 OF LEASE

FOR VALUE RECEIVED, **TRINITY RAIL LEASING WAREHOUSE TRUST** (“Assignor”) hereby assigns to **GENERAL ELECTRIC RAILCAR SERVICES CORPORATION** (“Assignee”) all its right, title and interest, as lessor, under the agreements and documents identified on Schedule 2 attached hereto (collectively, the “Lease”) to the extent that the Lease relates to the railcars described on Schedule 1 attached hereto (the “Railcars”). Assignee hereby accepts the foregoing assignment and assumes the obligations of the lessor under the Lease arising from and after this date.

In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

[Signatures on following page.]

[Assignment of Lease (TRLW – GERSC)]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 28 day of December, 2012.

ASSIGNOR:

**TRINITY RAIL LEASING
WAREHOUSE TRUST**

By:  _____

Name: Eric Marchetto
Title: Executive Vice President –
Chief Financial Officer

ASSIGNEE:

**GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION**

By: _____

Name:
Title:

[Assignment of Lease (TRLW - GERSC)]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the ____ day of _____, 201__.

ASSIGNOR:

**TRINITY RAIL LEASING
WAREHOUSE TRUST**

By: _____
Name:
Title:

ASSIGNEE:

**GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION**

By: 
Name: *Mark Stefani*
Title: *Vice President*

SCHEDULE 1

The Railcars

One hundred twenty-five (125), 3,281 cu. ft., 286,000 lb., gross rail load (AAR car code C112) covered hopper cars with gravity gates, marked and numbered TILX 330686-330810 (inclusive).

SCHEDULE 2

Rider Two (2) to Railroad Car Lease Agreement effective February 17, 2012, between Assignor as lessor and Sanjel (USA) Inc. ("**Sanjel**") as lessee, as amended by (a) that certain letter agreement dated June 11, 2012 between Assignor as lessor and Sanjel as lessee (which such letter agreement was not executed by lessor and lessee) and (b) Amendment One (1) to Rider Two (2) effective October 29, 2012 between Assignor as lessor and Sanjel as lessee (collectively, "**Rider No. 2**"), which Rider No. 2 was executed by Trinity Industries Leasing Company ("**TILC**"), as manager on behalf of Assignor, in accordance with Article 30 of the Master Lease referred to below, and which Rider No. 2 incorporates the provisions of the Railroad Car Lease Agreement dated as of October 13, 2008, between TILC as lessor and Sanjel as lessee, as amended by (a) Amendment One (1) to Railroad Car Lease Agreement effective April 1, 2012 between TILC as lessor and Sanjel as lessee and (b) Amendment Two (2) to Railroad Car Lease Agreement effective October 29, 2012 between TILC as lessor and Sanjel as lessee (collectively, the "**Master Lease**" and, solely as it pertains to Rider No. 2, and together with Rider No. 2 and with all exhibits, schedules, amendments, addenda, supplements, instruments, and other agreements related thereto, collectively, but solely as they relate to the Railcars, the "**Lease**").

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: 12/31/12

Edward M Luria
Edward M. Luria