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

OF COUNSEL  
URBAN A. LESTER

February 27, 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 an Assignment of Lease, dated as February 27, 2013, 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:

Seller/Assignor: Trinity Rail Leasing 2012 LLC  
2525 Stemmons Freeway  
Dallas, TX 75207

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

[Lessee: Weatherford U.S., L.P.  
515 Post Oak Boulevard, Suite 600  
Houston, TX 77027]

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

100 covered hopper railcars: TILX 331136 – TILX 331235.

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,

A handwritten signature in black ink, appearing to be 'E. M. Luria', written in a cursive style.

Edward M. Luria

EML/sem  
Enclosures

**ASSIGNMENT OF LEASE**

FOR VALUE RECEIVED, **TRINITY RAIL LEASING 2012 LLC** (“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 relate 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 and assumes the rights of “Counterparty” under the Guaranty identified on Schedule 2 attached hereto arising from and after this date, to the extent the Lease and the Guaranty relate to the Railcars.

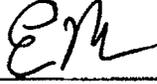
In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect 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.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 27<sup>th</sup> day of February, 2013.

**ASSIGNOR:**

**TRINITY RAIL LEASING 2012 LLC**

By: Trinity Industries Leasing Company,  
its sole member and manager

By: 

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

**ASSIGNEE:**

**GENERAL ELECTRIC RAILCAR  
SERVICES CORPORATION**

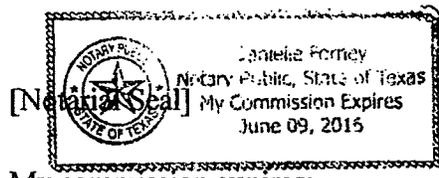
By: \_\_\_\_\_

Name:  
Title:

STATE OF TEXAS           §  
  §     SS:  
COUNTY OF DALLAS     §

On this 21<sup>st</sup> day of February, 2013, before me personally appeared Eric Marchetto, to me personally known, who being by me duly sworn, says that he is Exec. VP/CFO of Trinity Industries Leasing Company, the sole member and manager of Trinity Rail Leasing 2012 LLC and that the foregoing Assignment of Lease was signed on behalf of said entity. Further, he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said entity.

Danielle Forney  
Notary Public



My commission expires:  
6/9/16

[Assignment of Lease (TRL 2012 – GERSC)]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 17<sup>th</sup> day of February, 2013.

**ASSIGNOR:**

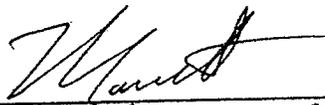
**TRINITY RAIL LEASING 2012 LLC**

By: Trinity Industries Leasing Company,  
its sole member and manager

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**GENERAL ELECTRIC RAILCAR  
SERVICES CORPORATION**

By:   
Name: Mark Stefani  
Title: Vice President

STATE OF Illinois §  
  §    SS:  
COUNTY OF COOK §

On this 29 day of January, 2013, before me personally appeared Mark Stefani to me personally known, who being by me duly sworn, says that he is Vice President of General Electric Railcar Services Corporation, and that the foregoing Assignment of Lease was signed on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said corporation.

Kathy Zaczynski  
Notary Public

[Notarial Seal]

My commission expires:

07/12/14



**SCHEDULE 1**

**The Railcars**

One hundred (100), 3,281 cu. ft., 286,000 lb., gross rail load (AAR car code C112) covered hopper cars with gravity gates, marked and numbered TILX 331136-331235 (inclusive).

## SCHEDULE 2

### The Lease

Rider Three (3) to Railroad Car Lease Agreement effective December 15, 2011, between Assignor, as assignee of Trinity Industries Leasing Company (“**TILC**”), as lessor and Weatherford U.S., L.P., (“**Weatherford**”) as lessee, (“**Rider No. 3**”), which Rider No. 3 incorporates the provisions of the Railroad Car Lease Agreement dated as of April 28, 2011, between TILC as lessor and Weatherford as lessee (the “**Master Lease**” and, solely as it pertains to Rider No. 3, and together with Rider No. 3 and with all exhibits, schedules, amendments, addenda, supplements, instruments, and other agreements related thereto, and the Guaranty dated April 28, 2011 by Weatherford International Ltd. (“**WIL**”) in favor of TILC solely as it pertains to Rider No. 3 (as amended, supplemented or modified as of the date of the Agreement, the “**Guaranty**”), 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: 2/27/13

Edward M Luria  
Edward M. Luria