

RECORDATION NO 30558-L 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 Rail Leasing Warehouse Trust  
2525 Stemmons Freeway  
Dallas, TX 75207

Assignee: Trinity Rail Leasing 2012 LLC  
2525 Stemmons Freeway  
Dallas, TX 75207

Section Chief  
August 1, 2013  
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A description of the railroad equipment covered by the enclosed document is:

289 railcars within the series TILX 030138 – TILX 056721, TILX 518748 – TILX 518816, and TILX 638773 – TILX 650804 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,

A handwritten signature in black ink, appearing to read 'Edward M. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

**ASSIGNMENT AND ASSUMPTION**

TRINITY RAIL LEASING WAREHOUSE TRUST, a Delaware statutory trust (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 Industries Leasing Company 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 1<sup>st</sup> day of August, 2013.

**TRINITY RAIL LEASING  
WAREHOUSE TRUST**

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

Assignment and Assumption (TRLWT)

STATE OF Texas )  
 ) SS:  
COUNTY OF Dallas )

On this 25<sup>th</sup> 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.

Sarah Nichole Reynolds  
Notary Public

My Commission Expires:



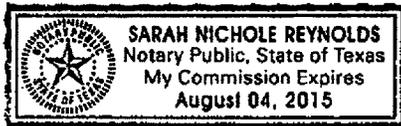
Assignment and Assumption (TRLWT)

STATE OF Texas )  
 )  
COUNTY OF Dallas ) SS:

On this 25<sup>th</sup> 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 Rail Leasing Warehouse Trust, 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.

Jane Nicole Reynolds  
Notary Public

My Commission Expires: 8/4/15



Assignment and Assumption  
(TRLWT)

## SCHEDULE I

1. Sixteen (16) units identified with marks TILX 642255, 645920, 645921, 645922, 645923, 645924, 645925, 648313, 648326, 648330, 648331, 648334, 648335, 648341, 648345, and 648348 leased pursuant to Rider One (1) dated October 28, 2011 to that certain Railroad Car Lease Agreement dated September 16, 2009 between Trinity Industries Leasing Company and Amazing Energy Denison, LLC, as assigned to The Andersons Denison Ethanol LLC pursuant to the Assignment and Assumption Agreement and Consent to Assign dated May 1, 2012.

2. Nineteen (19) units identified with marks TILX 30146, 30148, 30150, 30152, 30154, 30157, 30161, 30162, 30163, 30168, 30169, 30171, 30172, 30174, 30179, 30188, 30192, 30194, and 30197 leased pursuant to Rider Two (2) dated November 2, 2010 to that certain Railroad Car Lease Agreement dated September 7, 2010 between Trinity Industries Leasing Company and Baker Hughes Oilfield Operations, Inc.

3. One Hundred Eighty (180) units identified with marks TILX 650630-650804, 638939, 638949, 640051, 640200, and 640251 leased pursuant to Rider One (1) dated July 9, 2008 to that certain Railroad Car Lease Agreement dated July 9, 2008 between Trinity Industries Leasing Company and Cardinal Ethanol, LLC.

4. Twenty-Five (25) units identified with marks TILX 30138, 30142, 30144, 30145, 30147, 30158, 30159, 30164, 30165, 30166, 30167, 30170, 30173, 30175, 30176, 30178, 30180, 30181, 30183, 30185, 30186, 30190, 30191, 30193, and 30196 leased pursuant to Rider One (1) dated December 13, 2010 to that certain Railroad Car Lease Agreement dated December 13, 2010 between TrinityRail Canada, Inc. and Federal White Cement Marketing, Inc. f/k/a Federal White Cement, Ltd.

5. Twenty-Five (25) units identified with marks TILX 518748, 518749, 518750, 518751, 518752, 518753, 518754, 518755, 518756, 518757, 518766, 518775, 518776, 518779, 518781, 518790, 518791, 518795, 518796, 518798, 518812, 518813, 518814, 518815, and 518816 leased pursuant to Rider Three (3) dated December 30, 2010 to that certain Railroad Car Lease Agreement dated December 7, 2010 between Trinity Industries Leasing Company and Louisiana Sugar Refining, LLC.

6. Twelve (12) units identified with marks TILX 56710, 56711, 56712, 56713, 56714, 56715, 56716, 56717, 56718, 56719, 56720, and 56721 leased pursuant to Rider Thirteen (13) dated August 17, 2011 to that certain Railroad Car Lease Agreement dated August 16, 1988 between Trinity Industries Leasing Company and Tate & Lyle Ingredients Americas, Inc.

7. Twelve (12) units identified with marks TILX 638773, 639004, 639013, 640125, 640261, 640266, 640387, 640444, 640448, 640465, 640485, and 640486 leased pursuant to Rider Nine (9) dated January 1, 2012 to that certain Railroad Car Lease Agreement dated July 8, 2008 between Trinity Industries Leasing Company and Wilbur-Ellis Company.

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: 8/1/13

Edward M Luria  
Edward M. Luria