

RECORDATION NO. 32183-B FILED
ALVORD AND ALVORD PLLC April 29, 2016 02:00 PM
ATTORNEYS AT LAW SURFACE TRANSPORTATION BOARD
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
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April 29, 2016

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 April 29, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Master Indenture, Series 2016-1 Supplement being filed with the Board under Recordation Number 32183.

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

Assignor: NP SPE LLC
280 Park Avenue, 3rd Floor
New York, NY 10017

Assignee: NP SPE II LLC
280 Park Avenue, 3rd Floor
New York, NY 10017

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

2,905 railcars within the following series as more particularly set forth on the attachment to the document:
NKCR 517238 – NKCR 518302;
PGTX 400046 – PGTX 420032;
TILX 005688 – TILX 005723;
TILX 030642 – TILX 030694;

Section Chief
April 29, 2016
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TILX 111919 – TILX 111993;
TILX 257257 – TILX 258668;
TILX 283023 – TILX 283142;
TILX 291762 – TILX 291793;
TILX 305704 – TILX 308349;
TILX 336987 – TILX 338015;
TILX 360220 – TILX 361148;
TILX 401749 – TILX 401804;
TILX 501069 – TILX 501148;
TILX 519173 – TILX 519272;
TILX 620060 – TILX 620494;
TIMX 201067 – TIMX 201085;
NKCR 518314 – NKCR 518532;
TILX 420272 – TILX 420366; and
TILX 638559 – TILX 648339.

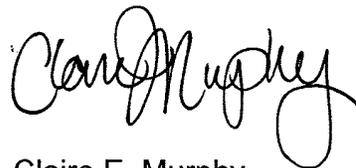
A short summary of the document to appear in the index is:

Assignment and Assumption.

Also enclosed is a check in the amount of \$43.00 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 "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM
Enclosures

RECORDATION NO. 32183-B FILED **EXECUTION VERSION**
April 29, 2016 02:00 PM
SURFACE TRANSPORTATION BOARD
ASSIGNMENT AND ASSUMPTION

NP SPE LLC, a Delaware limited liability company (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 NP SPE II 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 Sale Agreement, dated as of April 29, 2016 (as amended, restated or otherwise modified from time to time, the “**Agreement**”), by and among, *inter alios*, the Assignor.

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 applicable Delivery 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 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 Conveyance Documents, 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.

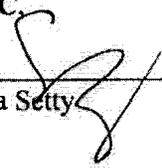
* * *

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the 29th day of April, 2016.

NP SPE LLC

By: 
Name: Sumana Setty
Title: Director

NP SPE II LLC

By: 
Name: Sumana Setty
Title: Director

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On this, the ___ day of April, 2016, before me, a Notary Public in and for said County and State, personally appeared Sumana Setty, who being by me duly sworn, says that (s)he is the Director of NP SPE II LLC, that said instrument was signed on April ___, 2016, on behalf of said limited liability company by authority of its management or other governing body, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Notary Public

My Commission Expires:

SCOTT J. LORINSKY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LO6296982
Qualified In New York County
My Commission Expires February 10, 2018

SCHEDULE I

LEASES

1. Thirty-Six (36) units identified with marks TILX 5688-5723 leased pursuant to Rider Forty-Nine (49) dated March 1, 2012 to that certain Railroad Car Lease Agreement dated July 10, 1989 between Trinity Industries Leasing Company and ADM Transportation Company.

2. Thirty-Six (36) units identified with marks TILX 638580, 638612, 638844, 638848, 639177, 639185, 639195, 639203, 639206, 639229, 639231, 639242, 639263, 641367, 641389, 645855, 645856, 645860, 645868, 645887, 645901, 645908, 645912, 645914, 645917, 648254, 648268, 648280, 648287, 648304, 648309, 648314, 648317, 648323, 648332, 648339 leased pursuant to Rider Eighty-Four (84) dated March 1, 2014 to that certain Railroad Car Lease Agreement dated May 17, 1979 between Trinity Industries Leasing Company and Cargill Inc.

3. Eighty (80) units identified with marks TILX 501069-501148 leased pursuant to Rider Thirteen (13) dated January 7, 2014 to that certain Railroad Car Lease Agreement dated July 30, 2007 between Trinity Industries Leasing Company and CF Industries, Inc.

4. Thirty-three (33) units identified with marks TILX 620060, 620087, 620095, 620097, 620104, 620117, 620127, 620149, 620402, 620410, 620411, 620412, 620414, 620416, 620417, 620418, 620419, 620421, 620424, 620425, 620427, 620429, 620430, 620434, 620453, 620458, 620482, 620486, 620489, 620490, 620491, 620492, 620494 leased pursuant to Rider Nine (9) dated March 13, 2010 to that certain Railroad Car Lease Agreement dated September 1, 1995 between Trinity Industries Leasing Company and Chevron Phillips Chemical Company LP.

5. Thirty-Two (32) units identified with marks TILX 291762-291793 leased pursuant to Rider Sixteen (16) dated August 1, 2015 to that certain Railroad Car Lease Agreement dated November 13, 2002 between Trinity Industries Leasing Company and Commodity Specialists Company.

6. Seventy-Five (75) units identified with marks TILX 111919-111993 leased pursuant to Rider Eleven (11) dated March 18, 2015 to that certain Railroad Car Lease Agreement dated November 23, 2005 between Trinity Industries Leasing Company and Covestro LLC.

7. Two-Hundred (200) units identified with marks TILX 336940, 337087, 337137, 337187, 336987, 337088, 337138, 337188, 336988, 337089, 337139, 337189, 336991, 337090, 337140, 337190, 336992, 337091, 337141, 337191, 336993, 337092, 337142, 337192, 336995, 337093, 337143, 337193, 336996, 337094, 337144, 337194, 336997, 337095, 337145, 337195, 336998, 337096, 337146, 337196, 336999, 337097, 337147, 337197, 337000, 337098, 337148, 337198, 337049, 337099, 337149, 337199, 337050, 337100, 337150, 337200, 337051, 337101, 337151, 337201, 337052, 337102, 337152, 337202, 337053, 337103, 337153, 337203, 337054, 337104, 337154, 337204, 337055, 337105, 337155, 337205, 337056, 337106, 337156, 337206, 337057, 337107, 337157, 337207, 337058, 337108, 337158, 337208, 337059, 337109, 337159, 337209, 337060, 337110, 337160, 337210, 337061, 337111, 337161, 337211, 337062, 337112, 337162, 337212, 337063, 337113, 337163, 337213, 337064, 337114, 337164, 337214, 337065, 337115, 337165, 337216, 337066, 337116, 337166, 337217, 337067, 337117, 337167, 337218, 337068, 337118, 337168, 337219, 337069, 337119, 337169, 337220, 337070, 337120, 337170, 337221, 337071, 337121, 337171, 337222, 337072, 337122, 337172, 337224, 337073, 337123, 337173, 337225, 337074, 337124, 337174, 337227, 337075, 337125, 337175, 337228, 337076, 337126, 337176, 337229, 337077, 337127, 337177, 337230, 337078, 337128, 337178, 337231, 337079, 337129, 337179, 337232, 337080, 337130, 337180, 337233, 337081, 337131, 337181, 337234, 337082, 337132, 337182, 337235, 337083, 337133, 337183, 337236, 337084, 337134, 337184, 337237, 337085, 337135, 337185, 337238, 337086, 337136, 337186, 337239 leased pursuant to Rider Nine (9) dated February, 2014 to that certain

Railroad Car Lease Agreement dated September 18, 2013 between Trinity Industries Leasing Company and D & I Silica, LLC.

8. Two-Hundred-Sixty (260) units identified with marks TILX 360686-360945 leased pursuant to Rider One (1) dated October 13, 2014 to that certain Railroad Car Lease Agreement dated October 13, 2014 between Trinity Industries Leasing Company and Dakota Prairie Refining, LLC.

9. Twenty-Five (25) units identified with marks TILX 258644-258668 leased pursuant to Rider Two (2) dated June 3, 2015 to that certain Railroad Car Lease Agreement dated February 13, 2015 between Trinity Industries Leasing Company and Demetree Meridian, LLC.

10. Ninety-Five (95) units identified with marks TILX 420272-420366 leased pursuant to Rider One (1) dated January 1, 2008 to that certain Railroad Car Lease Agreement dated January 1, 2008 between Trinity Industries Leasing Company and Edgcombe Genco, LLC.

11. Four-Hundred-Forty-Eight (448) units identified with marks NKCR 517238-517267, 517269, 517270, 517272-517282, 517284-517308, 517310-517357, 517359-517376, 517378, 517380-517396, 517398-517401, 517575, 517576, 517579, 517597, 517601, 517602, 517604, 517606, 517608-517613, 517615-517621, 517624-517630, 517653-517696, 517698-517716, 517718-517723, 517725-517754, 518270, 518273, 518274, 518279, 518285, 518286, 518288, 518301, 518302, 518314, 518317, 518323-518332, 518335, 518337, 518339, 518344-518349, 518351, 518353-518371, 518373-518377, 518379-518381, 51834-518393, 518395-518398, 518405, 518408, 518410, 518417-518419, 518421-518423, 518426-518430, 518433, 518434, 518438, 518439, 518441, 518443, 518444, 518446-518448, 518451-518453, 518456, 518465-518471, 518473-518487, 518489, 518490, 518492-518532 leased pursuant to Rider Twenty-Five (25) dated August 1, 2014 to that certain Railroad Car Lease Agreement dated February 14, 2003 between Trinity Industries Leasing Company and Ferrocarril Mexicano S.A. de C.V.

12. One-Hundred-Seventy-Five (175) units identified with marks TILX 337637-337789, 337791-337807, 337809-337813 leased pursuant to Rider Five (5) dated February 25, 2013 to that certain Railroad Car Lease Agreement dated April 30, 2013 between Trinity Industries Leasing Company and Terminal Logistics, LLC.

13. One-Hundred-Seventy-Four (174) units identified with marks TILX 337790, 337808, 337814-337820, 337822-337829, 337831-337914, 337916-337921, 337923-337947, 337949-337957, 337959-337965, 337967, 337968, 337970, 337972-337974, 337976-337983, 337985, 337988, 337992-337994, 337997, 337998, 338001, 338006, 338013-338015 leased pursuant to Rider Six (6) dated February 25, 2014 to that certain Railroad Car Lease Agreement dated April 30, 2003 between Trinity Industries Leasing Company and FML Terminal Logistics, LLC.

14. Fifty (50) units identified with marks TILX 257257-257306 leased pursuant to Rider Eight (8) dated April 1, 2013 to certain Railroad Car lease Agreement dated June 1, 2009 between Trinity Industries Leasing Company and HollyFrontier Refining & marketing LLC.

15. Fifty (50) units identified with marks TILX 257307-257356 leased pursuant to Rider Nine (9) dated April 1, 2013 to certain Railroad Car lease Agreement dated June 1, 2009 between Trinity Industries Leasing Company and HollyFrontier Refining & marketing LLC.

16. Forty-Four (44) units identified with marks TILX 638559, 638611, 638619, 638627, 638775, 638831, 638833, 638852, 638857, 639202, 639998, 640477, 641360, 641392, 645753, 645755, 645757, 645761, 645779, 645797, 645802, 645825, 645826, 645828, 645829, 645836, 645839, 645840, 645841, 645851, 648216, 648217, 648220, 648226, 648230, 648232, 648234, 648236, 648238, 648243, 648259, 648263, 648270, 648278 leased pursuant to Rider Nine (9) dated January 1, 2015 to certain Railroad Car lease

Agreement dated November 14, 2006 between Trinity Industries Leasing Company and LD Commodities Rail Services, LLC.

17. Fifty (50) units identified with marks TILX 519173-51222 leased pursuant to Rider Five (5) dated February 13, 2015 to certain Railroad Car lease Agreement dated December 7, 2010 between Trinity Industries Leasing Company and Louisiana Sugar Refining, LLC.

18. Sixty (60) units identified with marks TILX 283023-283082 leased pursuant to Rider Three (3) dated June 9, 2014 to certain Railroad Car lease Agreement dated March 27, 2012 between Trinity Industries Leasing Company and Nexeo Solutions, LLC.

19. One-Hundred-Fourteen (114) units identified with marks TILX 360220-360333 leased pursuant to Rider Three (3) dated December 3, 2014 to certain Railroad Car lease Agreement dated February 6, 2014 between Trinity Industries Leasing Company Philadelphia Energy Solutions Refining and Marketing LLC.

20. One-Hundred (100) units identified with marks TILX 360963, 360978, 360981-360983, 360992-360994, 360996, 360998-361002, 361004, 361005, 361007-361060, 361063, 361066, 361068, 361069, 361071, 361072, 361076, 361082-361084, 361088, 361091, 361102, 361103, 361109, 361110, 361112, 361116, 361119-361121, 361127, 361131, 361133, 361137, 361143-361146, 361148 leased pursuant to Rider Three December 3, 2014 to that certain Railroad Car Lease Agreement dated February 6, 2014 between Trinity Industries Leasing Company and Philadelphia Energy Solutions Refining and Marketing LLC.

21. Sixty (60) units identified with marks TILX 283083 – 283142 leased pursuant to Rider One (1) December 3, 2014 to that certain Railroad Car Lease Agreement dated December 3, 2014 between Trinity Industries Leasing Company and Plains Marketing, LP.

22. One-Hundred-Forty (140) units identified with marks TILX 305704-305709, 305711, 305712, 305714, 305723, 305730, 305747, 305753, 305754, 305757-305764, 305766-305769, 305771-305783, 305785-305793, 305797, 305799, 305800, 305802-305806, 305808, 305810, 305811, 308263-308300, 308302-308340, 308342, 308343, 308347, 308348, 308349 leased pursuant to Rider Sixteen (16) March 10, 2015 to that certain Railroad Car Lease Agreement dated May 21, 2002 between Trinity Industries Leasing Company and Plains Midstream Canada, ULC.

23. Thirty (30) units identified with marks PGTX 400046 – 400075 leased pursuant to Rider Seven (7) December 1, 2013 to that certain Railroad Car Lease Agreement dated July 30, 1998 between Trinity Industries Leasing Company and The Proctor and Gamble Distributing Company.

24. Seven (7) units identified with marks PGTX 400108 – 400114 leased pursuant to Rider Ten (10) dated April 1, 2014 to that certain Railroad Car Lease Agreement dated July 30, 1998 between Trinity Industries Leasing Company and The Proctor and Gamble Distributing Company.

25. Thirty-One (31) units identified with marks PGTX 400149 – 400169, 400171 – 400180 leased pursuant to Rider Eleven (11) dated March 1, 2014 to that certain Railroad Car Lease Agreement dated July 30, 1998 between Trinity Industries Leasing Company and The Proctor and Gamble Distributing Company.

26. Forty (40) units identified with marks PGTX 400181 – 400220 leased pursuant to Rider Twelve (12) dated February 1, 2014 to that certain Railroad Car Lease Agreement dated July 30, 1998 between Trinity Industries Leasing Company and The Proctor and Gamble Distributing Company.

27. Eleven (11) units identified with marks PGTX 400116, 400121, 400222 – 400230 leased pursuant to Rider Thirteen (13) dated March 1, 2014 to that certain Railroad Car Lease Agreement dated July 30, 1998 between Trinity Industries Leasing Company and The Proctor and Gamble Distributing Company.

28. Thirty (30) units identified with marks PGTX 400362 – 400391 leased pursuant to Rider Twenty-Two (22) dated May 30, 2014 to that certain Railroad Car Lease Agreement dated July 30, 1998 between Trinity Industries Leasing Company and The Proctor and Gamble Distributing Company.

29. Fifty-Three units (53) identified with marks PGTX 400250, 400251, 400254, 400256, 400257, 400258, 400259, 400260, 400262, 400263, 400264, 400265, 400266, 400268, 400271, 400272, 400273, 400289, 400291, 400292, 400293, 400294, 400295, 400296, 400297, 400298, 400300, 400301, 400302, 400303, 400304, 400305, 400306, 400307, 400308, 400309, 400310, 400311, 400312, 400313, 400315, 400316, 400317, 400318, 400319, 400320, 400321, 400322, 400323, 400324, 400325, 400326, 400328 leased pursuant to Rider Twenty-Eight (28) September 1, 2011 to that certain Railroad Car Lease Agreement dated July 30, 1998 between Trinity Industries Leasing Company and The Proctor and Gamble Distributing Company.

30. Sixteen (16) units identified with marks PGTX 420008, 420009, 420010, 420011, 420012, 420013, 420014, 420015, 420024, 420025, 420026, 420027, 420028, 420029, 420031, 420032 leased pursuant to Rider Thirty-Three (33) dated July 1, 2015 to that certain Railroad Car Lease Agreement dated July 30, 1998 between Trinity Industries Leasing Company and Procter & Gamble Distributing LLC.

31. Twenty (20) units identified with marks TILX 030642, 030643, 030644, 030645, 030646, 030647, 030648, 030649, 030650, 030651, 030652, 030653, 030654, 030655, 030656, 030657, 030658, 030659, 030660, 030661 leased pursuant to Rider Eight (8) dated July 17, 2014 to that certain Railroad Car Lease Agreement dated July 1, 2010 between Trinity Industries Leasing Company and Schlumberger Technology Corp.

32. Thirty (30) units identified with marks TILX 030665-030694 leased pursuant to Rider Nine (9) dated November 14, 2014 to that certain Railroad Car Lease Agreement dated July 1, 2010 between Trinity Industries Leasing Company and Schlumberger Technology Corp.

33. Fifty (50) units identified with marks TILX 519223-519272 leased pursuant to Rider Three (3) dated June 11, 2015 to that certain Railroad Car Lease Agreement dated May 17, 2007 between Trinity Industries Leasing Company and Tata Chemicals Soda Ash Partners.

34. One-Hundred-Thirty-Five (135) units identified with marks TILX 307565, 307566, 307569, 307570, 307572, 307577, 307581, 307586, 307589, 307594, 307595, 307596, 307597, 307598, 307600, 307601, 307602, 307603, 307606, 307607, 307608, 307609, 307610, 307614, 307615, 307616, 307617, 307619, 307621, 307624, 307625, 307626, 307627, 307631, 307632, 307633, 307634, 307635, 307636, 307637, 307638, 307639, 307640, 307641, 307642, 307643, 307644, 307645, 307646, 307647, 307648, 307649, 307650, 307651, 307652, 307653, 307654, 307655, 307656, 307657, 307658, 307659, 307660, 307661, 307662, 307663, 307664, 307665, 307666, 307667, 307668, 307669, 307670, 307671, 307672, 307673, 307674, 307675, 307676, 307677, 307678, 307679, 307680, 307681, 307682, 307683, 307684, 307685, 307686, 307687, 307688, 307689, 307690, 307691, 307692, 307693, 307694, 307695, 307696, 307697, 307698, 307699, 307700, 307701, 307702, 307703, 307704, 307705, 307706, 307707, 307708, 307709, 307710, 307711, 307712, 307713, 307714, 307715, 307716, 307717, 307718, 307719, 307720, 307721, 307722, 307723, 307724, 307725, 307726, 307727, 307728, 307729, 307730, 307731, 307732 leased pursuant to Rider Nine (9) dated October 7, 2014 to that certain Railroad Car Lease Agreement dated June 28, 2004 between Trinity Industries Leasing Company and Tesoro Refining & Marketing Company LLC.

35. Nineteen (19) units identified with marks TIMX 201067-201085 leased pursuant to Rider Forty-Seven (47) dated April 17, 2012 to that certain Railroad Car Lease Agreement dated May 1, 2009 between Trinity Industries Leasing Company and The Chemours Company LLC.

36. Fifty-Six (56) units identified with marks TILX 401749-401804 leased pursuant to Rider Fifty-Three (53) dated January 9, 2013 to that certain Railroad Car Lease Agreement dated May 1, 2009 between Trinity Industries Leasing Company and The Chemours Company LLC.

37. Forty (40) units identified with marks TILX 257407-257446 leased pursuant to Rider Ten (10) dated April 1, 2013 to that certain Railroad Car Lease Agreement dated June 15, 2002 between Trinity Industries Leasing Company and TPC Group LLC.

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New Jersey, 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: April 29, 2016



Claire E. Murphy