

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
—
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

February 21, 2014

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 a Bill of Sale, dated as of February 21, 2014, 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 28074.

The name and address of the party to the enclosed document are:

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

[Buyer: Trinity Rail Leasing VII LLC
2525 Stemmons Freeway
Dallas, Texas 75207]

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

273 railcars:

TILX 032700 – TILX 032704
TILX 033660 – TILX 033679
TILX 033730 – TILX 033809
TILX 033914 – TILX 033998
TILX 201831
TILX 201832
TILX 201833
TILX 328686 – TILX 328735
TILX 331311 – TILX 331335
TILX 601035 – TILX 601038
TILX 601041

as set forth in the attachment to the document.

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

Bill of Sale.

Also enclosed is a check in the amount of \$44.00 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

BILL OF SALE

TRINITY RAIL LEASING WAREHOUSE TRUST, a Delaware statutory trust (the “**Seller**”), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto TRINITY RAIL LEASING VII LLC, a Delaware limited liability company (the “**Buyer**”) and its successors and assigns all right, title and interest of the Seller, in and to the items of railroad cars set forth on Schedule I hereto and any and all substitutions and replacements thereof (the “**Railcars**”), together with (A) any and all accessions, additions, improvements, appurtenances, accessories, parts and other equipment or property incorporated on, installed on or attached thereto, (B) all licenses, manufacturer’s warranties and other warranties, Supporting Obligations, Payment Intangibles, Chattel Paper, General Intangibles and all other rights and obligations related to the Railcars, (C) all Railroad Mileage Credits related thereto which have been delivered by the Seller pursuant to the Purchase and Contribution Agreement, dated as of November 5, 2009 (the “**Asset Transfer Agreement**”), by and among the Buyer, Trinity Industries Leasing Company and the Seller, and all payments in respect of such credits, (D) all tort claims and other claims of any kind or nature related to such Railcars and any payments in respect of such claims and (E) all other payments owing by any Person (including any railroads or similar entities) in respect of or attributable to such Railcars or the use, loss, damage, casualty, condemnation of such Railcars or the Marks associated therewith, in each case whether arising by contract, operation of law, course of dealing, industry practice or otherwise; and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof (collectively, the “**Purchased Railcars**”).

To have and to hold all and singular the rights to the Purchased Railcars to the Buyer and its successors and assigns for its and their own use and behalf forever.

And the Seller hereby warrants to the Buyer and its successors and assigns that at the time of delivery of the Purchased Railcars, the Seller has good and marketable legal and beneficial title to and good and lawful right to sell, the Purchased Railcars, and the Purchased Railcars are free and clear of all Liens (other than Permitted Encumbrances), and the Seller covenants that it will defend forever such title to the Purchased Railcars 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 delivery of the Purchased Railcars by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer’s intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in the Purchased Railcars, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a security interest in the Purchased Railcars. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Asset Transfer Agreement provide that this Bill of Sale is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in the Purchased Railcars.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in Appendix A to the Indenture, dated as of November 5, 2009, by and between the Buyer and Wilmington Trust Company.

This Bill of Sale 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.

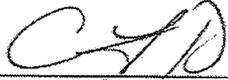
This Bill of Sale shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements, no party hereto may assign their interests herein without the consent of the parties hereto.

The Seller will duly execute and deliver to the Buyer such further documents and assurances and take such further action as the Buyer 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 Bill of Sale and to establish and protect the rights and remedies created or intended to be created in favor of the Buyer hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

* * *

21st IN WITNESS WHEREOF, the Seller has caused this instrument to be executed as of the
day of February, 2014.

**TRINITY RAIL LEASING WAREHOUSE
TRUST**

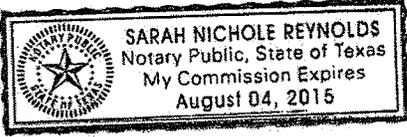
By: 
Name: C. Lance Davis
Title: Vice President

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 20th day of February, 2014, before me personally appeared C. Lane 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.

Sarah Nichole Reynolds
Notary Public

My Commission Expires: 8/4/15



SCHEDULE I

Railcars marked and numbered:

TILX328686
TILX328687
TILX328688
TILX328689
TILX328690
TILX328691
TILX328692
TILX328693
TILX328694
TILX328695
TILX328696
TILX328697
TILX328698
TILX328699
TILX328700
TILX328701
TILX328702
TILX328703
TILX328704
TILX328705
TILX328706
TILX328707
TILX328708
TILX328709
TILX328710
TILX328711
TILX328712
TILX328713
TILX328714
TILX328715
TILX328716
TILX328717
TILX328718
TILX328719
TILX328720
TILX328721
TILX328722
TILX328723
TILX328724
TILX328725
TILX328726

TILX328727
TILX328728
TILX328729
TILX328730
TILX328731
TILX328732
TILX328733
TILX328734
TILX328735
TILX601035
TILX601036
TILX601037
TILX601038
TILX601041
TILX032700
TILX032701
TILX032702
TILX032703
TILX032704
TILX033660
TILX033661
TILX033662
TILX033663
TILX033664
TILX033665
TILX033666
TILX033667
TILX033668
TILX033669
TILX033670
TILX033671
TILX033672
TILX033673
TILX033674
TILX033675
TILX033676
TILX033677
TILX033678
TILX033679
TILX033730
TILX033731

TILX033732
TILX033733
TILX033734
TILX033735
TILX033736
TILX033737
TILX033738
TILX033739
TILX033740
TILX033741
TILX033742
TILX033743
TILX033744
TILX033745
TILX033746
TILX033747
TILX033748
TILX033749
TILX033750
TILX033751
TILX033752
TILX033753
TILX033754
TILX033755
TILX033756
TILX033757
TILX033758
TILX033759
TILX033760
TILX033761
TILX033762
TILX033763
TILX033764
TILX033765
TILX033766
TILX033767
TILX033768
TILX033769
TILX033770
TILX033771
TILX033772

TILX033773
TILX033774
TILX033775
TILX033776
TILX033777
TILX033778
TILX033779
TILX033780
TILX033781
TILX033782
TILX033783
TILX033784
TILX033785
TILX033786
TILX033787
TILX033788
TILX033789
TILX033790
TILX033791
TILX033792
TILX033793
TILX033794
TILX033795
TILX033796
TILX033797
TILX033798
TILX033799
TILX033800
TILX033801
TILX033802
TILX033803
TILX033804
TILX033805
TILX033806
TILX033807
TILX033808
TILX033809
TILX033914
TILX033915
TILX033916
TILX033917
TILX033918
TILX033919
TILX033920
TILX033921

TILX033922
TILX033923
TILX033924
TILX033925
TILX033926
TILX033927
TILX033928
TILX033929
TILX033930
TILX033931
TILX033932
TILX033933
TILX033934
TILX033935
TILX033936
TILX033937
TILX033938
TILX033939
TILX033940
TILX033941
TILX033942
TILX033943
TILX033944
TILX033945
TILX033946
TILX033947
TILX033948
TILX033949
TILX033950
TILX033951
TILX033952
TILX033953
TILX033954
TILX033955
TILX033956
TILX033957
TILX033958
TILX033959
TILX033960
TILX033961
TILX033962
TILX033963
TILX033964
TILX033965
TILX033966

TILX033967
TILX033968
TILX033969
TILX033970
TILX033971
TILX033972
TILX033973
TILX033974
TILX033975
TILX033976
TILX033977
TILX033978
TILX033979
TILX033980
TILX033981
TILX033982
TILX033983
TILX033984
TILX033985
TILX033986
TILX033987
TILX033988
TILX033989
TILX033990
TILX033991
TILX033992
TILX033993
TILX033994
TILX033995
TILX033996
TILX033997
TILX033998
TILX201831
TILX201832
TILX201833
TILX331311
TILX331312
TILX331313
TILX331314
TILX331315
TILX331316
TILX331317
TILX331318
TILX331319
TILX331320

TILX331321
TILX331322
TILX331323
TILX331324
TILX331325

TILX331326
TILX331327
TILX331328
TILX331329
TILX331330

TILX331331
TILX331332
TILX331333
TILX331334
TILX331335

(the "Railcars").

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: 2/21/14

Edward M Luria
Edward M. Luria