

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)

November 24, 2015

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 November 24, 2015, 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 Industries Leasing Company
2525 Stemmons Freeway
Dallas, Texas 75207

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

Chief of the Section of Administration
November 24, 2015
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A description of the railroad equipment covered by the enclosed document is:

Railcars within the series TILX 637903 – TILX 638047 and TILX 638648 - TILX 638745 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 \$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,



Edward M. Luria

EML/sem
Enclosures

BILL OF SALE

TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (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 Rail Leasing Warehouse Trust 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.

* * *

[Bill of Sale (TILC)]

25th IN WITNESS WHEREOF, the Seller has caused this instrument to be executed as of the
day of November, 2015.

**TRINITY INDUSTRIES LEASING
COMPANY**

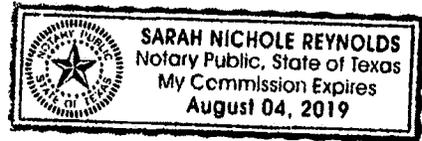
By: 
Name: Michael Dentris
Title: Vice President, Accounting and Finance

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 23rd day of November 2015, before me personally appeared Michael Donfris, to me personally known, who being duly sworn, stated that he is VP Accounting & Finance of TRINITY INDUSTRIES LEASING COMPANY, 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 Reynolds
Notary Public

My Commission Expires: 8/4/19



SCHEDULE I

Railcars marked and numbered:

TILX638648	TILX638720	TILX637931
TILX638649	TILX638721	TILX637932
TILX638650	TILX638727	TILX637933
TILX638651	TILX638729	TILX637934
TILX638652	TILX638733	TILX637935
TILX638655	TILX638735	TILX637936
TILX638657	TILX638738	TILX637937
TILX638659	TILX638739	TILX637938
TILX638661	TILX638741	TILX637939
TILX638662	TILX638743	TILX637940
TILX638664	TILX638745	TILX637941
TILX638665	TILX637903	TILX637942
TILX638667	TILX637904	TILX637943
TILX638669	TILX637905	TILX637944
TILX638671	TILX637906	TILX637945
TILX638675	TILX637907	TILX637946
TILX638676	TILX637908	TILX637947
TILX638680	TILX637909	TILX637948
TILX638681	TILX637910	TILX637949
TILX638682	TILX637911	TILX637950
TILX638683	TILX637912	TILX637951
TILX638685	TILX637913	TILX637952
TILX638686	TILX637914	TILX637954
TILX638687	TILX637915	TILX637955
TILX638688	TILX637916	TILX637956
TILX638690	TILX637917	TILX637957
TILX638691	TILX637918	TILX637958
TILX638692	TILX637919	TILX637959
TILX638694	TILX637920	TILX637960
TILX638695	TILX637921	TILX637961
TILX638699	TILX637922	TILX637962
TILX638700	TILX637923	TILX637963
TILX638702	TILX637924	TILX637964
TILX638703	TILX637925	TILX637965
TILX638706	TILX637926	TILX637966
TILX638709	TILX637927	TILX637967
TILX638711	TILX637928	TILX637968
TILX638712	TILX637929	TILX637969
TILX638719	TILX637930	TILX637970

TILX637971	TILX638015
TILX637972	TILX638016
TILX637973	TILX638017
TILX637974	TILX638018
TILX637975	TILX638019
TILX637976	TILX638020
TILX637977	TILX638021
TILX637978	TILX638022
TILX637979	TILX638023
TILX637980	TILX638024
TILX637981	TILX638025
TILX637982	TILX638026
TILX637983	TILX638027
TILX637984	TILX638028
TILX637985	TILX638029
TILX637986	TILX638030
TILX637987	TILX638031
TILX637988	TILX638032
TILX637989	TILX638033
TILX637990	TILX638034
TILX637991	TILX638035
TILX637992	TILX638036
TILX637993	TILX638037
TILX637994	TILX638038
TILX637995	TILX638039
TILX637996	TILX638040
TILX637997	TILX638041
TILX637998	TILX638042
TILX637999	TILX638044
TILX638000	TILX638045
TILX638002	TILX638046
TILX638003	TILX638047
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TILX638014	

(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: November 24, 2015 *Edward M Luria*
Edward M. Luria