

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)

June 30, 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 June 30, 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
June 30, 2015
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A description of the railroad equipment covered by the enclosed document is:

Leases covering railcars within the series TILX 337915 – TILX 338161 and TILX 339312 - TILX 339591 as set forth in 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 \$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.

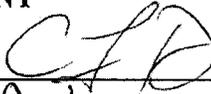
The Seller will duly execute and deliver to the Buyer such further documents and assurances and take such further action as the Buyer may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Bill of 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)]

30th. IN WITNESS WHEREOF, the Seller has caused this instrument to be executed as of the
day of June, 2015.

**TRINITY INDUSTRIES LEASING
COMPANY**

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

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 2nd day of June, 2015, before me personally appeared C. Lance Davis, to me personally known, who being duly sworn, stated that he is Vice President 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 Nichole Reynolds
Notary Public

My Commission Expires: 8/4/15



SCHEDULE I

Railcars marked and numbered:

TILX337915	TILX338040	TILX339315	TILX339354
TILX337958	TILX338041	TILX339316	TILX339355
TILX337966	TILX338042	TILX339317	TILX339356
TILX337969	TILX338043	TILX339318	TILX339357
TILX337971	TILX338045	TILX339319	TILX339358
TILX337989	TILX338046	TILX339320	TILX339359
TILX337991	TILX338075	TILX339321	TILX339360
TILX337995	TILX338107	TILX339322	TILX339361
TILX337996	TILX338116	TILX339323	TILX339362
TILX337999	TILX338126	TILX339324	TILX339363
TILX338000	TILX338131	TILX339325	TILX339364
TILX338002	TILX338132	TILX339326	TILX339365
TILX338003	TILX338136	TILX339327	TILX339366
TILX338004	TILX338137	TILX339328	TILX339367
TILX338005	TILX338138	TILX339329	TILX339368
TILX338007	TILX338141	TILX339330	TILX339369
TILX338008	TILX338142	TILX339331	TILX339370
TILX338009	TILX338143	TILX339332	TILX339371
TILX338010	TILX338144	TILX339333	TILX339372
TILX338011	TILX338145	TILX339334	TILX339373
TILX338012	TILX338146	TILX339335	TILX339374
TILX338016	TILX338147	TILX339336	TILX339375
TILX338017	TILX338148	TILX339337	TILX339376
TILX338018	TILX338149	TILX339338	TILX339377
TILX338019	TILX338150	TILX339339	TILX339378
TILX338022	TILX338151	TILX339340	TILX339379
TILX338024	TILX338152	TILX339341	TILX339380
TILX338026	TILX338153	TILX339342	TILX339381
TILX338027	TILX338154	TILX339343	TILX339382
TILX338028	TILX338155	TILX339344	TILX339383
TILX338029	TILX338156	TILX339345	TILX339384
TILX338030	TILX338157	TILX339346	TILX339385
TILX338031	TILX338158	TILX339347	TILX339386
TILX338032	TILX338159	TILX339348	TILX339387
TILX338033	TILX338160	TILX339349	TILX339388
TILX338034	TILX338161	TILX339350	TILX339389
TILX338035	TILX339312	TILX339351	TILX339390
TILX338037	TILX339313	TILX339352	TILX339391
TILX338039	TILX339314	TILX339353	TILX339392

TILX339393	TILX337948	TILX339473	TILX339524
TILX339394	TILX339408	TILX339474	TILX339525
TILX339395	TILX339409	TILX339476	TILX339526
TILX339396	TILX339411	TILX339479	TILX339527
TILX339397	TILX339412	TILX339480	TILX339528
TILX339398	TILX339414	TILX339481	TILX339529
TILX339399	TILX339418	TILX339483	TILX339530
TILX339401	TILX339419	TILX339484	TILX339531
TILX339402	TILX339420	TILX339486	TILX339532
TILX339403	TILX339421	TILX339487	TILX339533
TILX339404	TILX339422	TILX339491	TILX339534
TILX339405	TILX339423	TILX339492	TILX339535
TILX339406	TILX339424	TILX339493	TILX339536
TILX339407	TILX339425	TILX339494	TILX339537
TILX339410	TILX339426	TILX339495	TILX339538
TILX339413	TILX339429	TILX339496	TILX339539
TILX339415	TILX339430	TILX339497	TILX339540
TILX339416	TILX339431	TILX339498	TILX339541
TILX339417	TILX339433	TILX339499	TILX339542
TILX339427	TILX339436	TILX339500	TILX339543
TILX339428	TILX339439	TILX339501	TILX339544
TILX339432	TILX339441	TILX339502	TILX339545
TILX339434	TILX339442	TILX339503	TILX339547
TILX339435	TILX339445	TILX339504	TILX339548
TILX339437	TILX339446	TILX339505	TILX339549
TILX339440	TILX339447	TILX339506	TILX339550
TILX339443	TILX339448	TILX339507	TILX339551
TILX339444	TILX339449	TILX339508	TILX339552
TILX339455	TILX339450	TILX339509	TILX339553
TILX339456	TILX339451	TILX339510	TILX339554
TILX339457	TILX339452	TILX339511	TILX339555
TILX339462	TILX339454	TILX339512	TILX339556
TILX339466	TILX339458	TILX339513	TILX339557
TILX339467	TILX339459	TILX339514	TILX339558
TILX339469	TILX339460	TILX339515	TILX339559
TILX339475	TILX339461	TILX339516	TILX339560
TILX339477	TILX339463	TILX339517	TILX339561
TILX339478	TILX339464	TILX339518	TILX339562
TILX339482	TILX339465	TILX339519	TILX339563
TILX339485	TILX339468	TILX339520	TILX339564
TILX339488	TILX339470	TILX339521	TILX339566
TILX339489	TILX339471	TILX339522	TILX339567
TILX339490	TILX339472	TILX339523	TILX339568

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(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: June 30, 2015 *Edward M Luria*
Edward M. Luria