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OF COUNSEL
URBAN A. LESTER

May 31, 2001

RECORDATION NO. **23491-I** (19)

JUN 1 '01 3:12 PM
TS
SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Second Pledged Equipment Bill of Sale, dated May 31, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Bill of Sale filed with the Board under Recordation Number 23491-B.

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 I L.P.]

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

96 railcars bearing TILX reporting marks and road numbers within series 311100 - 311248 and 5548 - 5559.

Mr. Vernon A. Williams
May 31, 2001
Page Two

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

Second Pledged Equipment Bill of Sale

Also enclosed is a check in the amount of \$28.00 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 "Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

SECOND PLEDGED EQUIPMENT BILL OF SALE

TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation ("TILC" or, used herein, the "Seller"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by TRINITY RAIL LEASING I L.P., a Texas limited partnership (the "Limited Partnership"), under the Second Pledged Equipment Transfer and Assignment Agreement (the "Second Pledged Equipment Transfer and Assignment Agreement"), dated as of May 31, 2001, by and between the Seller and the Limited Partnership, 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 the Limited Partnership and its successors and assigns all right, title, and interest of the Seller, in and to the items of railroad rolling stock, together with any and all accessions, additions, improvements, appurtenances, accessories, parts and other equipment or property incorporated on, installed on or attached to such items (collectively, the "Pledged Equipment") set forth on Schedule 1 hereto which have been delivered by the Seller pursuant to the Second Pledged Equipment Transfer and Assignment Agreement 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 Pledged Equipment by the manufacturer thereof.

To have and to hold all and singular the rights to the Pledged Equipment to the Limited Partnership and its successors and assigns for their own use and behalf forever.

And the Seller hereby warrants to the Limited Partnership and its successors and assigns that, at the time of delivery of the Pledged Equipment, the Seller has legal and beneficial title thereto and good and lawful right to sell the Pledged Equipment, and the Pledged Equipment is free and clear of all Liens (other than Permitted Liens of the type described in clause (v) of Section 3.6(h) of the Participation Agreement with respect to the Existing Pledged Equipment Leases, and in clauses (iii), (iv) and (v) of the definition thereof); provided, however, that the Seller covenants that it will defend forever such title to the Pledged Equipment against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of the Pledged Equipment by the Seller hereunder. Notwithstanding the provisions above and its and the Limited Partnership's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Limited Partnership all right, title and interest of the Seller in the Pledged Equipment, 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

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rather than a financing, the Seller hereby also grants the Limited Partnership a security interest in the Pledged Equipment. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Second Pledged Equipment Transfer and Assignment Agreement provide that this Bill of Sale is other than a grant, bargain, sale, transfer, assignment and set over to the Limited Partnership of all right, title and interest of the Seller in the Pledged Equipment. Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in Appendix A to the Equipment Lease Agreement (TRLI 2001-1A), dated as of May 17, 2001, between the Limited Partnership, as Lessee, and TRLI 2001-1A Railcar Statutory Trust, a Connecticut statutory trust, by State Street Bank and Trust Company of Connecticut, National Association, a national banking association, not in its individual capacity except as expressly provided therein but solely as Owner Trustee, as Lessor.

This Bill of Sale shall be governed by the laws of the State of New York.

* * *

Second Pledged Equipment Bill of Sale

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed
in its name, by a duly authorized officer on the 31st day of May, 2001.

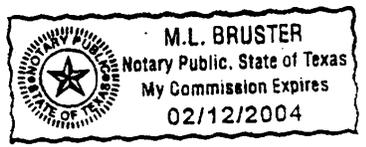
TRINITY INDUSTRIES LEASING COMPANY

By: Eric Marchetto
Name: Eric Marchetto
Title: Vice President

STATE OF Texas)
COUNTY OF Dallas)

SS:

On this 31st of May, 2001, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is the Vice President of Trinity Industries Leasing Company, that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



M. Bruster
Notary Public

My Commission Expires

Second Pledged Equipment Bill of Sale

Schedule 1

Pledged Equipment

<u>Car Marks</u>	<u>Number of Units</u>
TILX 311100, 311102, 311106, 311108-311110, 311112-311114, 311116-311118, 311120, 311122- 311125, 311127, 311129-311131, 311134-311135, 311137-311139, 311142-311143, 311145-311150, 311152, 311156-311157, 311159-311160, 311163- 311164, 311166, 311172, 311175, 311177, 311182, 311187-311188, 311191-311192, 311194, 311196- 311201, 311203, 311206-311207, 311210-311211, 311213-311214, 311218, 311223-311234, 311236, 311239, 311244-311248	84
TILX 5548-5559	12
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CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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 1, '01



Robert W. Alvord