

DEC 21 '04 11-41 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 21, 2004

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 two (2) copies of a TRLT II Bill of Sale, dated as of December 21, 2004, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

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

[Buyer: Trinity Rail Leasing IV L.P.
2525 Stemmons Freeway
Dallas, Texas 75207]

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

395 railcars:

TILX 005804 – TILX 005821
TILX 100495 – TILX 100584
TILX 110107 – TILX 110136
TILX 191062 – TILX 191071
TILX 200241 – TILX 200260
TILX 270048 – TILX 270067
TILX 270088 – TILX 270097
TILX 302580 – TILX 302652
TILX 302729 – TILX 302847
TILX 302878 – TILX 302882

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

TRLT II Bill of Sale.

Also enclosed is a check in the amount of \$32.00 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,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 25361 FILED

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TRLTII BILL OF SALE

SURFACE TRANSPORTATION BOARD

TRINITY RAIL LEASING TRUST II, a Delaware statutory trust ("TRLTII" 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 IV L.P., a Texas limited partnership (the "Limited Partnership"), under the Transfer and Assignment Agreement (the "Transfer and Assignment Agreement"), dated as of December 21, 2004, 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 Equipment set forth on Schedule I hereto and any and all substitutions and replacements thereof, 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 Equipment (or any substitutions or replacements thereof) (capitalized terms used in this clause (B) shall have the meaning as set forth in the Collateral Agency Agreement (as defined in each Equipment Lease Agreement)), (C) all Railroad Mileage Credits related thereto which have been delivered by the Seller pursuant to the Transfer and Assignment Agreement, and all payments in respect of such credits, (D) all tort claims and other claims of any kind or nature related to such Equipment 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 Equipment or the use, loss, damage, casualty, condemnation of such Equipment or the Marks (as defined in the Collateral Agency Agreement) 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 Equipment by the manufacturer thereof (collectively, the "Equipment").

To have and to hold all and singular the rights to the Equipment to the Limited Partnership and its successors and assigns for its and 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 Equipment, the Seller has good and marketable legal and beneficial title to and good and lawful right to sell, the Equipment, and the Equipment is free and clear of all Liens (other than Permitted Liens of the type described in clauses (ii), (iii) and (iv) of the definition thereof); provided, however, that the Seller covenants that it will defend forever such title to the 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 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 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 rather than a financing, the Seller hereby also grants the Limited Partnership a

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name, by a duly authorized officer on the 21st day of December, 2004.

TRINITY RAIL LEASING TRUST II

By: 

Name: Eric Marchetto
Title: Vice President

Signature Page to TRLTII Bill of Sale

STATE OF Texas }
COUNTY OF Dallas }

SS:

On this 21st day of December, 2004, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of Trinity Rail Leasing Trust II, that said instrument was signed on behalf of such 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 such entity.

Tommie G. Cain
Notary Public

My Commission Expires:

Tommie G. Cain
Notary Public, State of Texas
My Commission Expires 5-13-2007

Schedule I

Participation Agreement - Pool E
Description of Equipment, Designation of Functional Groups and Equipment Cost

<u>Car Marks</u>	<u>Functional Group</u>	<u>Number of Units</u>
TILX 005804 - 005812	Powerflow	9
TILX 110107 - 110121	Tankcar Non-Pressure	15
TILX 200241 - 200250	Tankcar Non-Pressure	10
TILX 191062 - 191066	Tankcar Non-Pressure	5
TILX 302626 - 302638	Tankcar Pressure	13
TILX 100495 - 100539	Tankcar Non-Pressure	45
TILX 302604 - 302611	Tankcar Pressure	8
TILX 270048 - 270062	Tankcar Non-Pressure	15
TILX 302729 - 302743	Tankcar Pressure	15
TILX 302580 - 302591	Tankcar Pressure	12
TILX 302620 - 302622	Tankcar Pressure	3
TILX 302799 - 302823	Tankcar Pressure	25
TILX 302754 - 302776	Tankcar Pressure	23

Continued

Schedule I
Participation Agreement - Pool F
Description of Equipment, Designation of Functional Groups and Equipment Cost

Car Marks	Functional Group	Number of Units
TILX 005813 - 005821	Powerflow	9
TILX 110122 - 110136	Tankcar Non-Pressure	15
TILX 200251 - 200260	Tankcar Non-Pressure	10
TILX 191067 - 191071	Tankcar Non-Pressure	5
TILX 302639 - 302652	Tankcar Pressure	14
TILX 100540 - 100584	Tankcar Non-Pressure	45
TILX 302612 - 302619	Tankcar Pressure	8
TILX 270063 - 270067, 270088 - 270097	Tankcar Non-Pressure	15
TILX 302744 - 302753, 302878 - 302882	Tankcar Pressure	15
TILX 302592 - 302603	Tankcar Pressure	12
TILX 302623 - 302625	Tankcar Pressure	3
TILX 302824 - 302847	Tankcar Pressure	24
TILX 302777 - 302798	Tankcar Pressure	22

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: December 21, 2004



Robert W. Alvord