

MAR 31 '08 -8 00 AM

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OF COUNSEL
URBAN A. LESTER

SURFACE TRANSPORTATION BOARD

March 31, 2008

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

Re: TRIP 10th Funding

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of March 28, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement being filed with the Board under Recordation Number 27036-EE.

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

Buyer/Assignee: TRIP Rail Leasing LLC
2525 Stemmons Freeway
Dallas, Texas 75207

Seller/Assignor: Trinity Tank Car, Inc.
2525 Stemmons Freeway
Dallas, Texas 75207

Anne K. Quinlan, Esq.
March 31, 2008
Page 2

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

264 railcars within the following series as more particularly set forth in the attachment to the document:

TILX 160583 – TILX 160620
TILX 160821 – TILX 160850 (inclusive)
TILX 198419 – TILX 198496
TILX 198635 – TILX 198674 (inclusive)
TILX 198676
TILX 200933 – TILX 200975
TILX 210080 – TILX 210086 (inclusive)
TILX 252555 – TILX 252559 (inclusive)
TILX 261882 – TILX 261891 (inclusive)
TILX 262351 – TILX 262369
TILX 291171
TILX 291173 – TILX 291201 (inclusive)
TILX 303320 – TILX 303348
TILX 318567 – TILX 318596
TILX 401231
TILX 401234 – TILX 401239

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

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 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/sem
Enclosures

MAR 31 '08 -8 00 AM

SURFACE TRANSPORTATION BOARD

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

TRINITY TANK CAR, INC, a Delaware corporation (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRIP RAIL LEASING LLC, a Delaware limited liability company (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of August 23, 2007 among the Seller, the Buyer and, TRINITY INDUSTRIES LEASING COMPANY ("TILC") (solely with respect to Sections 2.7, 3.2, 3.3, 3.4, 3.17(y), 3.17(z), 3.19, 4.4 and 6.8), 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 Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Schedule A and (y) any Leases related thereto set forth on Schedule B and (z) certain other assets set forth on Schedule C 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. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

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

The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of such Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided that the Seller covenants that it will defend forever such title to such Railcars and such Leases 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 such Railcars and the assignment of such Leases 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 such Railcars and such Leases, 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 such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement 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 such Railcars and such Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

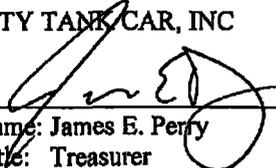
THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

* * *

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 28th day of March, 2008.

TRINITY TANK CAR, INC

By: _____

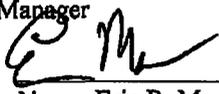

Name: James E. Perry
Title: Treasurer

TRIP RAIL LEASING LLC

By: TRIP Rail Holdings LLC, its Managing Member

By: Trinity Industries Leasing Company,
its Manager

By: _____


Name: Eric R. Marchetto
Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas)

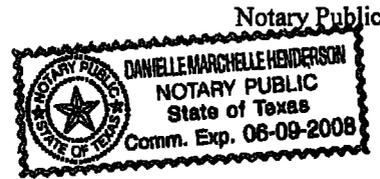
BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Treasurer of TRINITY TANK CAR, INC, a Delaware corporation, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the corporation by her/himself as such officer of TRINITY TANK CAR, INC.

WITNESS my hand and official seal this 28th day of March, 2008.

Danielle Henderson

Notary Public

MY COMMISSION EXPIRES: 6/9/08



ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas)

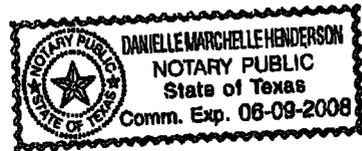
BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Eric R. Marchetto, who upon oath, acknowledged himself to be a Vice President of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, the manager of TRIP Rail Holdings LLC, a Delaware limited liability company, which is the managing member of TRIP Rail Leasing LLC, a Delaware limited liability company, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the Delaware corporation by her/himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 28th day of March, 2008.

Danielle Henderson

Notary Public

MY COMMISSION EXPIRES: 6/9/08



[Bill of Sale and Assignment and Assumption Agreement (TTC)]

**SCHEDULE A
to Bill of Sale and Assignment
and Assumption Agreement**

**RAILCARS; IDENTIFICATION MARKS; RUNNING NUMBERS;
PURCHASE AMOUNT¹**

[see attached]

¹ **Purchase Amount:** The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

TRIP RAIL LEASING LLC

Close 10

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
1	TILX200955	32464	February-08	Tank
2	TILX200956	32464	February-08	Tank
3	TILX200957	32464	February-08	Tank
4	TILX200958	32464	February-08	Tank
5	TILX200959	32464	February-08	Tank
6	TILX200960	32464	February-08	Tank
7	TILX200961	32464	February-08	Tank
8	TILX200962	32464	March-08	Tank
9	TILX200964	32464	March-08	Tank
10	TILX200967	32464	March-08	Tank
11	TILX200969	32464	March-08	Tank
12	TILX200971	32464	March-08	Tank
13	TILX200975	32464	March-08	Tank
14	TILX210080	42543	February-08	Tank
15	TILX210081	42543	February-08	Tank
16	TILX210082	42543	February-08	Tank
17	TILX210083	42543	February-08	Tank
18	TILX210084	42543	February-08	Tank
19	TILX210085	42543	February-08	Tank
20	TILX210086	42543	March-08	Tank
21	TILX291171	23514	February-08	Tank
22	TILX291173	23514	February-08	Tank
23	TILX291174	23514	February-08	Tank
24	TILX291175	23514	February-08	Tank
25	TILX291176	23514	February-08	Tank
26	TILX291177	23514	February-08	Tank
27	TILX291178	23514	February-08	Tank
28	TILX291179	23514	February-08	Tank
29	TILX291180	23514	February-08	Tank
30	TILX291181	23514	February-08	Tank
31	TILX291182	23514	February-08	Tank
32	TILX291183	23514	February-08	Tank
33	TILX291184	23514	February-08	Tank
34	TILX291185	23514	February-08	Tank
35	TILX291186	23514	February-08	Tank
36	TILX291187	23514	February-08	Tank
37	TILX291188	23514	February-08	Tank
38	TILX291189	23514	February-08	Tank
39	TILX291190	23514	February-08	Tank
40	TILX291191	23514	February-08	Tank
41	TILX291192	23514	February-08	Tank
42	TILX291193	23514	February-08	Tank
43	TILX291194	23514	February-08	Tank
44	TILX291195	23514	March-08	Tank
45	TILX291196	23514	February-08	Tank
46	TILX291197	23514	February-08	Tank

TRIP RAIL LEASING LLC

Close 10

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
47	TILX291198	23514	March-08	Tank
48	TILX291199	23514	March-08	Tank
49	TILX291200	23514	March-08	Tank
50	TILX291201	23514	March-08	Tank
51	TILX200933	3805	February-08	Tank
52	TILX200940	3805	February-08	Tank
53	TILX200942	3805	February-08	Tank
54	TILX200943	3805	February-08	Tank
55	TILX200944	3805	February-08	Tank
56	TILX200945	3805	February-08	Tank
57	TILX200946	3805	February-08	Tank
58	TILX200947	3805	February-08	Tank
59	TILX200948	3805	February-08	Tank
60	TILX200949	3805	February-08	Tank
61	TILX200950	3805	February-08	Tank
62	TILX200951	3805	February-08	Tank
63	TILX200952	3805	February-08	Tank
64	TILX200953	3805	February-08	Tank
65	TILX200954	3805	February-08	Tank
66	TILX318567	44632	February-08	Tank
67	TILX318570	44632	February-08	Tank
68	TILX318573	44632	February-08	Tank
69	TILX318576	44632	February-08	Tank
70	TILX318577	44632	February-08	Tank
71	TILX318578	44632	February-08	Tank
72	TILX318579	44632	February-08	Tank
73	TILX318580	44632	February-08	Tank
74	TILX318581	44632	February-08	Tank
75	TILX318582	44632	February-08	Tank
76	TILX318583	44632	February-08	Tank
77	TILX318585	44632	February-08	Tank
78	TILX318586	44632	February-08	Tank
79	TILX318589	44632	February-08	Tank
80	TILX318590	44632	February-08	Tank
81	TILX318591	44632	February-08	Tank
82	TILX318596	44632	February-08	Tank
83	TILX252555	39504	February-08	Tank
84	TILX252556	39504	February-08	Tank
85	TILX252557	39504	February-08	Tank
86	TILX252558	39504	February-08	Tank
87	TILX252559	39504	February-08	Tank
88	TILX160583	8368	March-08	Tank
89	TILX160585	8368	March-08	Tank
90	TILX160587	8368	February-08	Tank
91	TILX160592	8368	March-08	Tank
92	TILX160595	8368	February-08	Tank

TRIP RAIL LEASING LLC
Close 10

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
93	TILX160597	8368	February-08	Tank
94	TILX160602	8368	February-08	Tank
95	TILX160603	8368	February-08	Tank
96	TILX160604	8368	February-08	Tank
97	TILX160605	8368	February-08	Tank
98	TILX160606	8368	February-08	Tank
99	TILX160607	8368	February-08	Tank
100	TILX160608	8368	February-08	Tank
101	TILX160609	8368	February-08	Tank
102	TILX160610	8368	February-08	Tank
103	TILX160611	8368	February-08	Tank
104	TILX160612	8368	February-08	Tank
105	TILX160613	8368	February-08	Tank
106	TILX160614	8368	February-08	Tank
107	TILX160615	8368	February-08	Tank
108	TILX160616	8368	February-08	Tank
109	TILX160617	8368	February-08	Tank
110	TILX160618	8368	February-08	Tank
111	TILX160619	8368	February-08	Tank
112	TILX160620	8368	February-08	Tank
113	TILX160821	8962	February-08	Tank
114	TILX160822	8962	February-08	Tank
115	TILX160823	8962	February-08	Tank
116	TILX160824	8962	February-08	Tank
117	TILX160825	8962	February-08	Tank
118	TILX160826	8962	February-08	Tank
119	TILX160827	8962	February-08	Tank
120	TILX160828	8962	February-08	Tank
121	TILX160829	8962	February-08	Tank
122	TILX160830	8962	February-08	Tank
123	TILX160831	8962	February-08	Tank
124	TILX160832	8962	February-08	Tank
125	TILX160833	8962	February-08	Tank
126	TILX160834	8962	February-08	Tank
127	TILX160835	8962	February-08	Tank
128	TILX160836	8962	February-08	Tank
129	TILX160837	8962	February-08	Tank
130	TILX160838	8962	February-08	Tank
131	TILX160839	8962	February-08	Tank
132	TILX160840	8962	February-08	Tank
133	TILX160841	8962	February-08	Tank
134	TILX160842	8962	February-08	Tank
135	TILX160843	8962	February-08	Tank
136	TILX160844	8962	February-08	Tank
137	TILX160845	8962	February-08	Tank
138	TILX160846	8962	February-08	Tank

TRIP RAIL LEASING LLC
Close 10

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
139	TILX160847	8962	February-08	Tank
140	TILX160848	8962	February-08	Tank
141	TILX160849	8962	February-08	Tank
142	TILX160850	8962	February-08	Tank
143	TILX198419	9441	February-08	Tank
144	TILX198439	9441	February-08	Tank
145	TILX198449	9441	February-08	Tank
146	TILX198450	9441	February-08	Tank
147	TILX198452	9441	February-08	Tank
148	TILX198471	9441	February-08	Tank
149	TILX198480	9441	February-08	Tank
150	TILX198482	9441	February-08	Tank
151	TILX198487	9441	February-08	Tank
152	TILX198489	9441	February-08	Tank
153	TILX198490	9441	February-08	Tank
154	TILX198491	9441	February-08	Tank
155	TILX198496	9441	February-08	Tank
156	TILX198498	9441	February-08	Tank
157	TILX198499	9441	February-08	Tank
158	TILX198500	9441	February-08	Tank
159	TILX198501	9441	February-08	Tank
160	TILX198502	9441	February-08	Tank
161	TILX198503	9441	February-08	Tank
162	TILX198504	9441	February-08	Tank
163	TILX198505	9441	February-08	Tank
164	TILX198506	9441	February-08	Tank
165	TILX198507	9441	February-08	Tank
166	TILX198508	9441	February-08	Tank
167	TILX198509	9441	February-08	Tank
168	TILX198510	9441	February-08	Tank
169	TILX198511	9441	February-08	Tank
170	TILX198512	9441	February-08	Tank
171	TILX198513	9441	February-08	Tank
172	TILX198514	9441	February-08	Tank
173	TILX198515	9441	February-08	Tank
174	TILX198516	9441	February-08	Tank
175	TILX198517	9441	February-08	Tank
176	TILX198518	9441	February-08	Tank
177	TILX198519	9441	February-08	Tank
178	TILX198520	9441	February-08	Tank
179	TILX198521	9441	February-08	Tank
180	TILX198522	9441	March-08	Tank
181	TILX198523	9441	March-08	Tank
182	TILX198524	9441	March-08	Tank
183	TILX198525	9441	March-08	Tank
184	TILX198635	9441	February-08	Tank

TRIP RAIL LEASING LLC

Close 10

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
185	TILX198636	9441	February-08	Tank
186	TILX198637	9441	February-08	Tank
187	TILX198638	9441	February-08	Tank
188	TILX198639	9441	February-08	Tank
189	TILX198640	9441	February-08	Tank
190	TILX198641	9441	February-08	Tank
191	TILX198642	9441	February-08	Tank
192	TILX198643	9441	February-08	Tank
193	TILX198644	9441	February-08	Tank
194	TILX198645	9441	February-08	Tank
195	TILX198646	9441	February-08	Tank
196	TILX198647	9441	February-08	Tank
197	TILX198648	9441	February-08	Tank
198	TILX198649	9441	February-08	Tank
199	TILX198650	9441	February-08	Tank
200	TILX198651	9441	February-08	Tank
201	TILX198652	9441	February-08	Tank
202	TILX198653	9441	February-08	Tank
203	TILX198654	9441	February-08	Tank
204	TILX198655	9441	March-08	Tank
205	TILX198656	9441	February-08	Tank
206	TILX198657	9441	March-08	Tank
207	TILX198658	9441	March-08	Tank
208	TILX198659	9441	March-08	Tank
209	TILX198660	9441	March-08	Tank
210	TILX198661	9441	March-08	Tank
211	TILX198662	9441	March-08	Tank
212	TILX198663	9441	March-08	Tank
213	TILX198664	9441	March-08	Tank
214	TILX198665	9441	March-08	Tank
215	TILX198666	9441	March-08	Tank
216	TILX198667	9441	March-08	Tank
217	TILX198668	9441	March-08	Tank
218	TILX198669	9441	March-08	Tank
219	TILX198670	9441	March-08	Tank
220	TILX198671	9441	March-08	Tank
221	TILX198672	9441	March-08	Tank
222	TILX198673	9441	March-08	Tank
223	TILX198674	9441	March-08	Tank
224	TILX198676	9441	March-08	Tank
225	TILX401231	9501	February-08	Tank
226	TILX401234	9501	February-08	Tank
227	TILX401235	9501	February-08	Tank
228	TILX401236	9501	February-08	Tank
229	TILX401237	9501	February-08	Tank
230	TILX401238	9501	February-08	Tank

TRIP RAIL LEASING LLC
Close 10

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
231	TILX401239	9501	February-08	Tank
232	TILX262351	10624	February-08	Tank
233	TILX262353	10624	February-08	Tank
234	TILX262355	10624	February-08	Tank
235	TILX262358	10624	February-08	Tank
236	TILX262359	10624	February-08	Tank
237	TILX262360	10624	February-08	Tank
238	TILX262361	10624	March-08	Tank
239	TILX262362	10624	March-08	Tank
240	TILX262363	10624	March-08	Tank
241	TILX262364	10624	March-08	Tank
242	TILX262367	10624	March-08	Tank
243	TILX262369	10624	March-08	Tank
244	TILX303320	12242	February-08	Tank
245	TILX303322	12242	February-08	Tank
246	TILX303323	12242	March-08	Tank
247	TILX303324	12242	February-08	Tank
248	TILX303326	12242	February-08	Tank
249	TILX303327	12242	February-08	Tank
250	TILX303328	12242	February-08	Tank
251	TILX303329	12242	February-08	Tank
252	TILX303330	12242	February-08	Tank
253	TILX303331	12242	February-08	Tank
254	TILX303332	12242	March-08	Tank
255	TILX303333	12242	March-08	Tank
256	TILX303334	12242	March-08	Tank
257	TILX303335	12242	March-08	Tank
258	TILX303336	12242	March-08	Tank
259	TILX303337	12242	March-08	Tank
260	TILX303338	12242	March-08	Tank
261	TILX303339	12242	March-08	Tank
262	TILX303340	12242	March-08	Tank
263	TILX303341	12242	March-08	Tank
264	TILX303348	12242	March-08	Tank

Schedule B

Leases

1. Thirteen (13) units identified with marks TILX 200955 – 200962, TILX 200964, TILX 200967, TILX 200969, TILX 200971, and TILX 200975 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement dated December 22, 2005 between Trinity Industries Leasing Company and Arkema Inc.
2. Seven (7) units identified with marks TILX 210080 – 210086 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated September 10, 2007 between Trinity Industries Leasing Company and CAM2 International, LLC.
3. Thirty (30) units identified with marks TILX 291171 and TILX 291173 – 291201 leased pursuant to Rider Six (6) to that certain Railroad Car Lease Agreement dated August 2, 2004 between Trinity Industries Leasing Company and Elbow River Marketing Limited Partnership.
4. Fifteen (15) units identified with marks TILX 200933, TILX 200940, TILX 200942 – 200954 leased pursuant to Rider Five (5) to that certain Railroad Car Lease Agreement dated January 12, 2006 between Trinity Industries Leasing Company and Evonik Degussa Corporation.
5. Seventeen (17) units identified with marks TILX 318567, TILX 318570, TILX 318573, TILX 318576 – 318583, TILX 318585 – 318586, TILX 318589 – 318591, and TILX 318596 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated November 19, 2007 between Trinity Industries Leasing Company and Flying J, Inc.
6. Five (5) units identified with marks TILX 252555 – 252559 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated March 14, 2007 between Trinity Industries Leasing Company and Lake Erie Biofuels, LLC.
7. Twenty-five (25) units identified with marks TILX 160583, TILX 160585, TILX 160587, TILX 160592, TILX 160595, TILX 160597 and TILX 160602 – 160620 leased pursuant to Rider Nine (9) to that certain Railroad Car Lease Agreement dated July 15, 1988 between Trinity Industries Leasing Company and Olin Corporation.

8. Thirty (30) units identified with marks TILX 160821 – 160850 leased pursuant to Rider Six (6) to that certain Railroad Car Lease Agreement dated March 12, 1982 between Trinity Industries Leasing Company and PPG Industries, Inc.
9. Forty-one (41) units identified with marks TILX 198419, TILX 198439, TILX 198449 – 198450, TILX 198452, TILX 198471, TILX 198480, TILX 198482, TILX 198487, TILX 198489 – 198491, TILX 198496, TILX 198498 – 198525 leased pursuant to Rider Fifteen (15) to that certain Railroad Car Lease Agreement dated April 25, 2001 between Trinity Industries Leasing Company and RPMG, Inc.
10. Forty-one (41) units identified with marks TILX 198635 – 198674 and TILX 198676 leased pursuant to Rider Sixteen (16) to that certain Railroad Car Lease Agreement dated April 25, 2001 between Trinity Industries Leasing Company and RPMG, Inc.
11. Seven (7) units identified with marks TILX 401231 and TILX 401234 – 401239 leased pursuant to Rider Seven (7) to that certain Railroad Car Lease Agreement dated September 14, 1987 between Trinity Industries Leasing Company and Rhodia Inc.
12. Twelve (12) units identified with marks TILX 262351, TILX 262353, TILX 262355, TILX 262358 – 262364, TILX 262367, and TILX 262369 leased pursuant to Rider Six (6) to that certain Railroad Car Lease Agreement dated March 5, 2001 between Trinity Industries Leasing Company and Sunoco, Inc. (R+M).
13. Twenty-one (21) units identified with marks TILX 303320, TILX 303322 – 303324, TILX 303326 – 303341, and TILX 303348 leased pursuant to Rider Twelve (12) to that certain Railroad Car Lease Agreement dated September 23, 2002 between Trinity Industries Leasing Company and Williams Olefins, LLC.

[Bill of Sale and Assignment and Assumption Agreement (TTC)]

SCHEDULE C

OTHER TRANSFERRED ASSETS

None

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: 3/31/08



Robert W. Alvord

Surface Transportation Board

Office of Proceedings
395 E Street, SW
Washington, DC 20423-0001

April 2, 2008

Robert W. Alvord
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, DC 20036

Dear Sir or Madam:

The enclosed document was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177, on March 28, 2008 , at 01:00 PM and assigned recordation number 27132-N.

Sincerely yours,

Regena Smith-Bernard
Section of Administration