

RECORDATION NO. 27743-C FILED

MAR 25 '09 -5 15 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A LESTER

March 25, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

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 March 25, 2009, 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 and associated documents (38th Funding) which were previously filed with the Board under Recordation Number 27743.

The name and address of the party to the enclosed document are:

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

Buyer: Trinity Industries Leasing Company
2525 Stemmons Freeway
Dallas, Texas 75207

Anne K. Quinlan, Esquire
March 25, 2009
Page 2

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

30 railcars: TILX 600135 – TILX 600164.

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 \$41.00 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

MAR 25 '09

-5 15 PM

SURFACE TRANSPORTATION BOARD

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

TRINITY RAIL LEASING TRUST II, a Delaware statutory trust, as seller (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, as buyer (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of March 25, 2009 by and between the Buyer, as buyer and as Servicer, and the Seller, 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 25th day of March, 2009.

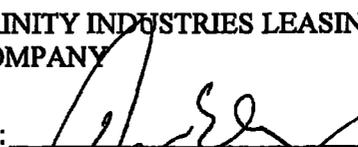
TRINITY RAIL LEASING TRUST II

By: 

Name: Eric R. Marchetto

Title: Executive Vice President

TRINITY INDUSTRIES LEASING
COMPANY

By: 

Name: James E. Perry

Title: Vice President / Treasurer and
Asst Secretary

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 the Executive Vice President of TRINITY RAIL LEASING TRUST II, a Delaware statutory trust, and that 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 himself as such officer of TRINITY RAIL LEASING TRUST II.

WITNESS my hand and official seal this 25th day of March, 2009.

Danielle Henderson
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



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 Vice President, Treasurer, and Asst Secretary of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, and that 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 himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 25th day of March, 2009.

Danielle Henderson
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



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.

**Trinity Rail Leasing Trust II
Railcar Disposition**

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
1	TILX194925	2379	6/19/2007	Tank
2	TILX194926	2379	5/31/2007	Tank
3	TILX194931	2379	5/31/2007	Tank
4	TILX194932	2379	5/31/2007	Tank
5	TILX194933	2379	6/19/2007	Tank
6	TILX194934	2379	6/19/2007	Tank
7	TILX194935	2379	5/31/2007	Tank
8	TILX194936	2379	6/19/2007	Tank
9	TILX194937	2379	6/19/2007	Tank
10	TILX194938	2379	5/31/2007	Tank
11	TILX194939	2379	5/31/2007	Tank
12	TILX194940	2379	5/31/2007	Tank
13	TILX194941	2379	5/31/2007	Tank
14	TILX194942	2379	6/19/2007	Tank
15	TILX194943	2379	6/19/2007	Tank
16	TILX194944	2379	5/31/2007	Tank
17	TILX194945	2379	6/19/2007	Tank
18	TILX194946	2379	5/31/2007	Tank
19	TILX194947	2379	5/31/2007	Tank
20	TILX194948	2379	6/19/2007	Tank
21	TILX194949	2379	6/19/2007	Tank
22	TILX194950	2379	6/19/2007	Tank
23	TILX194951	2379	5/31/2007	Tank
24	TILX194952	2379	5/31/2007	Tank
25	TILX194953	2379	5/31/2007	Tank
26	TILX194954	2379	5/31/2007	Tank
27	TILX194955	2379	5/31/2007	Tank
28	TILX194956	2379	5/31/2007	Tank
29	TILX194957	2379	6/19/2007	Tank
30	TILX194958	2379	5/31/2007	Tank
31	TILX194959	2379	5/31/2007	Tank
32	TILX194960	2379	5/31/2007	Tank
33	TILX194961	2379	6/19/2007	Tank
34	TILX194962	2379	6/19/2007	Tank
35	TILX194963	2379	6/19/2007	Tank
36	TILX194964	2379	6/19/2007	Tank
37	TILX195012	2379	5/28/2007	Tank
38	TILX195019	2379	5/28/2007	Tank
39	TILX195027	2379	5/28/2007	Tank
40	TILX195030	2379	5/28/2007	Tank

**Trinity Rail Leasing Trust II
Railcar Disposition**

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Buld Date</u>	<u>Car Type</u>
41	TILX195032	2379	5/28/2007	Tank
42	TILX195033	2379	5/28/2007	Tank
43	TILX195034	2379	5/28/2007	Tank
44	TILX195039	2379	5/28/2007	Tank
45	TILX195046	2379	5/28/2007	Tank
46	TILX195048	2379	5/28/2007	Tank
47	TILX195075	2379	6/6/2007	Tank
48	TILX195076	2379	6/6/2007	Tank
49	TILX195143	2379	5/17/2007	Tank
50	TILX195205	2379	5/31/2007	Tank
51	TILX195207	2379	5/31/2007	Tank
52	TILX195208	2379	5/31/2007	Tank
53	TILX195209	2379	5/31/2007	Tank
54	TILX195210	2379	5/31/2007	Tank
55	TILX195212	2379	5/31/2007	Tank
56	TILX195213	2379	5/31/2007	Tank
57	TILX195214	2379	5/31/2007	Tank
58	TILX195215	2379	5/31/2007	Tank
59	TILX195217	2379	5/31/2007	Tank
60	TILX195315	2379	7/31/2007	Tank
61	TILX195316	2379	8/31/2007	Tank
62	TILX195319	2379	8/31/2007	Tank
63	TILX195322	2379	8/31/2007	Tank
64	TILX195323	2379	8/31/2007	Tank
65	TILX195330	2379	8/31/2007	Tank
66	TILX195331	2379	8/31/2007	Tank
67	TILX195334	2379	8/31/2007	Tank
68	TILX195335	2379	8/31/2007	Tank
69	TILX195337	2379	8/31/2007	Tank
70	TILX195338	2379	8/31/2007	Tank
71	TILX195339	2379	8/31/2007	Tank
72	TILX195340	2379	8/31/2007	Tank
73	TILX195342	2379	8/31/2007	Tank
74	TILX195343	2379	8/31/2007	Tank
75	TILX195345	2379	8/31/2007	Tank
76	TILX195346	2379	8/31/2007	Tank
77	TILX195348	2379	8/31/2007	Tank
78	TILX195349	2379	8/31/2007	Tank
79	TILX195352	2379	8/31/2007	Tank
80	TILX195354	2379	8/31/2007	Tank

**Trinity Rail Leasing Trust II
Railcar Disposition**

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
81	TILX195358	2379	8/31/2007	Tank
82	TILX195359	2379	8/31/2007	Tank
83	TILX195360	2379	8/31/2007	Tank
84	TILX195363	2379	8/31/2007	Tank
85	TILX195364	2379	8/31/2007	Tank
86	TILX195365	2379	8/31/2007	Tank
87	TILX195368	2379	8/31/2007	Tank
88	TILX195371	2379	8/31/2007	Tank
89	TILX195373	2379	8/31/2007	Tank
90	TILX198199	2379	7/19/2007	Tank
91	TILX198219	2379	7/19/2007	Tank
92	TILX198220	2379	7/19/2007	Tank
93	TILX198226	2379	7/19/2007	Tank
94	TILX198233	2379	8/7/2007	Tank
95	TILX198234	2379	8/8/2007	Tank
96	TILX198241	2379	8/7/2007	Tank
97	TILX198242	2379	8/7/2007	Tank
98	TILX198244	2379	8/7/2007	Tank
99	TILX198245	2379	8/7/2007	Tank
100	TILX198246	2379	8/8/2007	Tank
101	TILX199041	2379	7/19/2007	Tank
102	TILX199043	2379	7/19/2007	Tank
103	TILX199044	2379	7/19/2007	Tank
104	TILX199045	2379	7/19/2007	Tank
105	TILX199046	2379	7/19/2007	Tank
106	TILX199047	2379	7/19/2007	Tank
107	TILX199048	2379	7/19/2007	Tank
108	TILX199049	2379	7/19/2007	Tank
109	TILX199050	2379	7/25/2007	Tank
110	TILX199051	2379	7/19/2007	Tank
111	TILX199052	2379	7/25/2007	Tank
112	TILX199053	2379	7/25/2007	Tank
113	TILX199054	2379	7/19/2007	Tank
114	TILX199055	2379	7/19/2007	Tank
115	TILX199056	2379	7/25/2007	Tank
116	TILX199057	2379	7/20/2007	Tank
117	TILX199058	2379	7/20/2007	Tank
118	TILX199059	2379	7/25/2007	Tank
119	TILX199060	2379	7/25/2007	Tank
120	TILX253325	39073	3/24/2008	Tank

**Trinity Rail Leasing Trust II
Railcar Disposition**

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
121	TILX253326	39073	3/24/2008	Tank
122	TILX253327	39073	3/24/2008	Tank
123	TILX253328	39073	3/24/2008	Tank
124	TILX253329	39073	3/24/2008	Tank
125	TILX253330	39073	3/24/2008	Tank
126	TILX253331	39073	3/24/2008	Tank
127	TILX253332	39073	3/24/2008	Tank
128	TILX253333	39073	3/24/2008	Tank
129	TILX253334	39073	3/24/2008	Tank
130	TILX253335	39073	3/24/2008	Tank
131	TILX253336	39073	3/24/2008	Tank
132	TILX253337	39073	3/24/2008	Tank
133	TILX253338	39073	3/24/2008	Tank
134	TILX253339	39073	3/24/2008	Tank
135	TILX253340	39073	3/24/2008	Tank
136	TILX253341	39073	3/24/2008	Tank
137	TILX253342	39073	3/24/2008	Tank
138	TILX253343	39073	3/24/2008	Tank
139	TILX253344	39073	3/26/2008	Tank
140	TILX253345	39073	3/26/2008	Tank
141	TILX253346	39073	3/26/2008	Tank
142	TILX253347	39073	3/26/2008	Tank
143	TILX253348	39073	3/26/2008	Tank
144	TILX253349	39073	3/26/2008	Tank
145	TILX253350	39073	3/26/2008	Tank
146	TILX253351	39073	3/26/2008	Tank
147	TILX253352	39073	3/26/2008	Tank
148	TILX253353	39073	3/26/2008	Tank
149	TILX253354	39073	3/26/2008	Tank
150	TILX253355	39073	3/26/2008	Tank
151	TILX253356	39073	3/26/2008	Tank
152	TILX253357	39073	3/26/2008	Tank
153	TILX253358	39073	3/26/2008	Tank
154	TILX253359	39073	3/26/2008	Tank
155	TILX253360	39073	3/26/2008	Tank
156	TILX253361	39073	3/26/2008	Tank
157	TILX253362	39073	3/26/2008	Tank
158	TILX253363	39073	3/26/2008	Tank
159	TILX253364	39073	3/26/2008	Tank
160	TILX600135	42687	1/17/2008	Tank

**Trinity Rail Leasing Trust II
Railcar Disposition**

Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
161	TILX600136	42687	1/17/2008	Tank
162	TILX600137	42687	1/17/2008	Tank
163	TILX600138	42687	1/17/2008	Tank
164	TILX600139	42687	1/17/2008	Tank
165	TILX600140	42687	1/17/2008	Tank
166	TILX600141	42687	1/17/2008	Tank
167	TILX600142	42687	1/17/2008	Tank
168	TILX600143	42687	1/17/2008	Tank
169	TILX600144	42687	1/17/2008	Tank
170	TILX600145	42687	1/17/2008	Tank
171	TILX600146	42687	1/17/2008	Tank
172	TILX600147	42687	1/17/2008	Tank
173	TILX600148	42687	1/17/2008	Tank
174	TILX600149	42687	1/17/2008	Tank
175	TILX600150	42687	1/17/2008	Tank
176	TILX600151	42687	1/17/2008	Tank
177	TILX600152	42687	1/17/2008	Tank
178	TILX600153	42687	1/17/2008	Tank
179	TILX600154	42687	1/17/2008	Tank
180	TILX600155	42687	1/17/2008	Tank
181	TILX600156	42687	1/17/2008	Tank
182	TILX600157	42687	1/17/2008	Tank
183	TILX600158	42687	1/17/2008	Tank
184	TILX600159	42687	1/17/2008	Tank
185	TILX600160	42687	1/17/2008	Tank
186	TILX600161	42687	1/17/2008	Tank
187	TILX600162	42687	1/17/2008	Tank
188	TILX600163	42687	1/17/2008	Tank
189	TILX600164	42687	1/17/2008	Tank
190	TILX600195	42687	10/31/2008	Tank
191	TILX600196	42687	10/31/2008	Tank
192	TILX600197	42687	10/31/2008	Tank
193	TILX600198	42687	10/31/2008	Tank
194	TILX600199	42687	10/28/2008	Tank
195	TILX600200	42687	10/28/2008	Tank
196	TILX600201	42687	10/31/2008	Tank
197	TILX600202	42687	10/28/2008	Tank
198	TILX600203	42687	10/31/2008	Tank
199	TILX600204	42687	10/31/2008	Tank
200	TILX600205	42687	10/31/2008	Tank

**Schedule B
to Bill of Sale and Assignment
and Assumption Agreement**

LEASES

[see attached]

**Trinity Rail Leasing Trust II
Railcar Disposition**

Schedule B

<u>Lessee Number</u>	<u>Lessee</u>	<u>Rider</u>
42687	CANEXUS CHEMICALS CANADA LIMITED PARTNERSHIP	01
42687	CANEXUS CHEMICALS CANADA LIMITED PARTNERSHIP	02
2379	CARGILL INC	57
39073	E-BIOFUELS LLC	02

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:

3/25/09



Robert W. Alvord

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:

3/25/09



Robert W. Alvord