

RECORDATION NO. 27036 - RRR  
FILED

MAR 27 '09 - 5 00 PM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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SUITE 301  
WASHINGTON, D.C.

**SURFACE TRANSPORTATION BOARD**

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

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OF COUNSEL  
URBAN A. LESTER

March 27, 2009

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

Re: TRIP 19th Funding

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 as of March 27, 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 being filed with the Board under Recordation Number 27036- QQQ.

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 North American Freight Car, Inc.  
2525 Stemmons Freeway  
Dallas, Texas 75207

Anne K. Quinlan, Esq.  
March 27, 2009  
Page 2

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

75 railcars:

TILX 034899  
TILX 033903 – TILX 034942  
TILX 518584 – TILX 518693 (not inclusive)

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 27 '09

-5 00 PM

## SURFACE TRANSPORTATION BOARD

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

TRINITY NORTH AMERICAN FREIGHT 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 27<sup>th</sup> day of March, 2009.

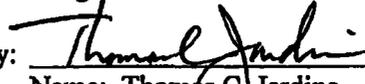
TRINITY NORTH AMERICAN FREIGHT  
CAR, INC

By:   
Name: James E. Perry  
Title: Treasurer and Asst Secretary

TRIP RAIL LEASING LLC

By: TRIP Rail Holdings LLC, its Managing  
Member

By: Trinity Industries Leasing Company,  
its Manager

By:   
Name: Thomas C. Jardine  
Title: Vice President

ACKNOWLEDGMENT

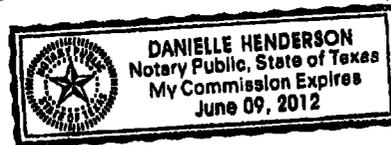
STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Treasurer and Asst Secretary of TRINITY NORTH AMERICAN FREIGHT 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 NORTH AMERICAN FREIGHT CAR, INC.

WITNESS my hand and official seal this 27<sup>th</sup> 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 Thomas C. Jardine, 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 27<sup>th</sup> day of March, 2009.

*Danielle Henderson*  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



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

**RAILCARS; IDENTIFICATION MARKS; RUNNING NUMBERS;  
PURCHASE AMOUNT<sup>1</sup>**

**[see attached]**

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<sup>1</sup> **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 19

## Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
1	TILX034899	4296	February-09	Freight
2	TILX034903	4296	February-09	Freight
3	TILX034904	4296	February-09	Freight
4	TILX034905	4296	February-09	Freight
5	TILX034906	4296	February-09	Freight
6	TILX034907	4296	February-09	Freight
7	TILX034908	4296	February-09	Freight
8	TILX034909	4296	February-09	Freight
9	TILX034910	4296	February-09	Freight
10	TILX034911	4296	February-09	Freight
11	TILX034912	4296	February-09	Freight
12	TILX034913	4296	February-09	Freight
13	TILX034914	4296	February-09	Freight
14	TILX034915	4296	February-09	Freight
15	TILX034916	4296	February-09	Freight
16	TILX034917	4296	February-09	Freight
17	TILX034918	4296	February-09	Freight
18	TILX034919	4296	February-09	Freight
19	TILX034920	4296	February-09	Freight
20	TILX034921	4296	February-09	Freight
21	TILX034922	4296	February-09	Freight
22	TILX034923	4296	February-09	Freight
23	TILX034924	4296	February-09	Freight
24	TILX034925	4296	February-09	Freight
25	TILX034926	4296	February-09	Freight
26	TILX034927	4296	February-09	Freight
27	TILX034928	4296	February-09	Freight
28	TILX034929	4296	February-09	Freight
29	TILX034930	4296	February-09	Freight
30	TILX034931	4296	February-09	Freight
31	TILX034932	4296	February-09	Freight
32	TILX034933	4296	February-09	Freight
33	TILX034934	4296	February-09	Freight
34	TILX034935	4296	February-09	Freight
35	TILX034936	4296	February-09	Freight
36	TILX034937	4296	February-09	Freight
37	TILX034938	4296	February-09	Freight
38	TILX034939	4296	February-09	Freight
39	TILX034940	4296	February-09	Freight
40	TILX034941	4296	February-09	Freight
41	TILX034942	4296	February-09	Freight
42	TILX518584	54030	February-09	Freight
43	TILX518585	54030	February-09	Freight
44	TILX518587	54030	February-09	Freight
45	TILX518590	54030	February-09	Freight
46	TILX518591	54030	February-09	Freight

## TRIP RAIL LEASING LLC

Close 19

## Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
47	TILX518597	54030	February-09	Freight
48	TILX518600	54030	February-09	Freight
49	TILX518601	54030	February-09	Freight
50	TILX518602	54030	February-09	Freight
51	TILX518607	54030	February-09	Freight
52	TILX518608	54030	February-09	Freight
53	TILX518609	54030	February-09	Freight
54	TILX518610	54030	February-09	Freight
55	TILX518611	54030	February-09	Freight
56	TILX518612	54030	February-09	Freight
57	TILX518613	54030	February-09	Freight
58	TILX518614	54030	February-09	Freight
59	TILX518616	54030	February-09	Freight
60	TILX518617	54030	February-09	Freight
61	TILX518618	54030	February-09	Freight
62	TILX518619	54030	February-09	Freight
63	TILX518621	54030	February-09	Freight
64	TILX518622	54030	February-09	Freight
65	TILX518623	54030	February-09	Freight
66	TILX518626	54030	February-09	Freight
67	TILX518628	54030	February-09	Freight
68	TILX518629	54030	February-09	Freight
69	TILX518630	54030	February-09	Freight
70	TILX518632	54030	February-09	Freight
71	TILX518641	54030	February-09	Freight
72	TILX518666	54030	February-09	Freight
73	TILX518671	54030	February-09	Freight
74	TILX518676	54030	February-09	Freight
75	TILX518693	54030	February-09	Freight

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

**LEASES**

**[see attached]**

**TRIP RAIL LEASING LLC**  
**Close 19**

**Schedule B**

**Lessee Number**

4296  
54030

**Lessee**

BASF CATALYSTS, LLC  
IMPERIAL SUGAR COMPANY

**Rider Number**

6  
1

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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:

3/27/09



\_\_\_\_\_  
Robert W. Alvord