

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

THAS C. ALVORD (1942)
FLLSWORTH C. ALVORD (1964)

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

OF COUNSEL
URBAN A. LESTER

June 11, 2009

27036-DDDD
RECORDATION NO. _____ FILED

JUN 11 '09 -3 4 5 PM

SURFACE TRANSPORTATION BOARD

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

Re: TRIP 21st 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 June 11, 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-ZZZ.

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 Rail Leasing Warehouse Trust
(formerly Trinity Rail Leasing Trust II)
2525 Stemmons Freeway
Dallas, Texas 75207

Anne K. Quinlan, Esq.
June 11, 2009
Page 2

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

129 railcars:

TILX 054376 – TILX 054504

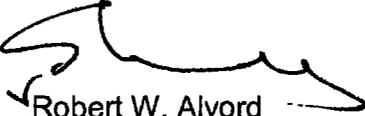
A short summary of the document to appear in the index is:

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

JUN 11 '09

-3 4 5 PM

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

TRINITY RAIL LEASING WAREHOUSE TRUST (formerly known as Trinity Rail Leasing Trust II), a Delaware business trust (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 June 28, 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 Exhibit A and (y) any Leases related thereto set forth on Exhibit B and (z) other certain assets set forth on Exhibit 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 the 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.

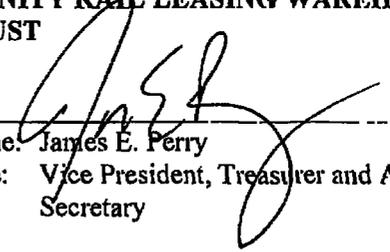
THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS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

* * *

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

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 11th day of June, 2009.

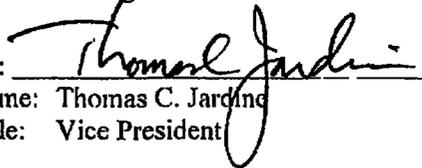
**TRINITY RAIL LEASING WAREHOUSE
TRUST**

By: 
Name: James E. Perry
Title: Vice President, 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 Vice President, Treasurer and Asst Secretary of TRINITY RAIL LEASING WAREHOUSE TRUST, a Delaware business trust, 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 RAIL LEASING WAREHOUSE TRUST.

WITNESS my hand and official seal this 11th day of June, 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 Holdings LLC, a Delaware limited liability company, which is the managing member of TRIP 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 corporation by her/himself as a such officer TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 11th day of June, 2009.

Danielle Henderson
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



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

SCHEDULE A
to Bill of Sale and Assignment and Assumption Agreement

PURCHASE PRICE

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.

[Bill of Sale and Assignment and Assumption Agreement (TRI.WT)]

EXHIBIT A

to Bill of Sale and Assignment and Assumption Agreement

RAILCARS

[see attached]

TRIP RAIL LEASING LLC
Close 21

Exhibit A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
1	TILX054376	1240	March-08	Freight
2	TILX054377	1240	March-08	Freight
3	TILX054378	1240	March-08	Freight
4	TILX054379	1240	March-08	Freight
5	TILX054380	1240	March-08	Freight
6	TILX054381	1240	March-08	Freight
7	TILX054382	1240	March-08	Freight
8	TILX054383	1240	March-08	Freight
9	TILX054384	1240	March-08	Freight
10	TILX054385	1240	March-08	Freight
11	TILX054386	1240	March-08	Freight
12	TILX054387	1240	March-08	Freight
13	TILX054388	1240	March-08	Freight
14	TILX054389	1240	March-08	Freight
15	TILX054390	1240	March-08	Freight
16	TILX054391	1240	March-08	Freight
17	TILX054392	1240	March-08	Freight
18	TILX054393	1240	March-08	Freight
19	TILX054394	1240	March-08	Freight
20	TILX054395	1240	March-08	Freight
21	TILX054396	1240	March-08	Freight
22	TILX054397	1240	March-08	Freight
23	TILX054398	1240	March-08	Freight
24	TILX054399	1240	March-08	Freight
25	TILX054400	1240	March-08	Freight
26	TILX054401	1240	March-08	Freight
27	TILX054402	1240	March-08	Freight
28	TILX054403	1240	March-08	Freight
29	TILX054404	1240	March-08	Freight
30	TILX054405	1240	March-08	Freight
31	TILX054406	1240	March-08	Freight
32	TILX054407	1240	March-08	Freight
33	TILX054408	1240	March-08	Freight
34	TILX054409	1240	March-08	Freight
35	TILX054410	1240	March-08	Freight
36	TILX054411	1240	March-08	Freight
37	TILX054412	1240	March-08	Freight
38	TILX054413	1240	March-08	Freight
39	TILX054414	1240	March-08	Freight
40	TILX054415	1240	March-08	Freight
41	TILX054416	1240	March-08	Freight
42	TILX054417	1240	March-08	Freight
43	TILX054418	1240	March-08	Freight
44	TILX054419	1240	March-08	Freight
45	TILX054420	1240	March-08	Freight
46	TILX054421	1240	March-08	Freight

TRIP RAIL LEASING LLC
Close 21

Exhibit A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
47	TILX054422	1240	March-08	Freight
48	TILX054423	1240	March-08	Freight
49	TILX054424	1240	March-08	Freight
50	TILX054425	1240	March-08	Freight
51	TILX054426	1240	March-08	Freight
52	TILX054427	1240	March-08	Freight
53	TILX054428	1240	March-08	Freight
54	TILX054429	1240	March-08	Freight
55	TILX054430	1240	March-08	Freight
56	TILX054431	1240	March-08	Freight
57	TILX054432	1240	April-08	Freight
58	TILX054433	1240	March-08	Freight
59	TILX054434	1240	March-08	Freight
60	TILX054435	1240	March-08	Freight
61	TILX054436	1240	March-08	Freight
62	TILX054437	1240	March-08	Freight
63	TILX054438	1240	March-08	Freight
64	TILX054439	1240	March-08	Freight
65	TILX054440	1240	March-08	Freight
66	TILX054441	1240	March-08	Freight
67	TILX054442	1240	March-08	Freight
68	TILX054443	1240	March-08	Freight
69	TILX054444	1240	March-08	Freight
70	TILX054445	1240	March-08	Freight
71	TILX054446	1240	March-08	Freight
72	TILX054447	1240	March-08	Freight
73	TILX054448	1240	April-08	Freight
74	TILX054449	1240	April-08	Freight
75	TILX054450	1240	March-08	Freight
76	TILX054451	1240	March-08	Freight
77	TILX054452	1240	March-08	Freight
78	TILX054453	1240	March-08	Freight
79	TILX054454	1240	April-08	Freight
80	TILX054455	1240	March-08	Freight
81	TILX054456	1240	March-08	Freight
82	TILX054457	1240	March-08	Freight
83	TILX054458	1240	March-08	Freight
84	TILX054459	1240	March-08	Freight
85	TILX054460	1240	March-08	Freight
86	TILX054461	1240	March-08	Freight
87	TILX054462	1240	March-08	Freight
88	TILX054463	1240	March-08	Freight
89	TILX054464	1240	March-08	Freight
90	TILX054465	1240	March-08	Freight
91	TILX054466	1240	March-08	Freight
92	TILX054467	1240	March-08	Freight

TRIP RAIL LEASING LLC
Close 21

Exhibit A

<u>ID</u>	<u>Asst Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
93	TILX054468	1240	March-08	Freight
94	TILX054469	1240	March-08	Freight
95	TILX054470	1240	March-08	Freight
96	TILX054471	1240	March-08	Freight
97	TILX054472	1240	March-08	Freight
98	TILX054473	1240	March-08	Freight
99	TILX054474	1240	March-08	Freight
100	TILX054475	1240	March-08	Freight
101	TILX054476	1240	March-08	Freight
102	TILX054477	1240	March-08	Freight
103	TILX054478	1240	March-08	Freight
104	TILX054479	1240	March-08	Freight
105	TILX054480	1240	March-08	Freight
106	TILX054481	1240	March-08	Freight
107	TILX054482	1240	March-08	Freight
108	TILX054483	1240	March-08	Freight
109	TILX054484	1240	March-08	Freight
110	TILX054485	1240	March-08	Freight
111	TILX054486	1240	March-08	Freight
112	TILX054487	1240	March-08	Freight
113	TILX054488	1240	March-08	Freight
114	TILX054489	1240	March-08	Freight
115	TILX054490	1240	March-08	Freight
116	TILX054491	1240	March-08	Freight
117	TILX054492	1240	March-08	Freight
118	TILX054493	1240	April-08	Freight
119	TILX054494	1240	April-08	Freight
120	TILX054495	1240	April-08	Freight
121	TILX054496	1240	April-08	Freight
122	TILX054497	1240	April-08	Freight
123	TILX054498	1240	April-08	Freight
124	TILX054499	1240	April-08	Freight
125	TILX054500	1240	April-08	Freight
126	TILX054501	1240	April-08	Freight
127	TILX054502	1240	April-08	Freight
128	TILX054503	1240	April-08	Freight
129	TILX054504	1240	April-08	Freight

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

EXHIBIT B

to Bill of Sale and Assignment and Assumption Agreement

LEASES

[see attached]

TRIP RAIL LEASING LLC
Close 21

Exhibit B

Lessee Number

1240

Lessee

AG PROCESSING INC

Rider Number

14

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

EXHIBIT C

to Bill of Sale and Assignment and Assumption Agreement

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: 6/11/09



Robert W. Alvord

Psalm 23

"The LORD is my shepherd; I shall not want.

He makes me to lie down in green pastures: he leads me beside the still waters.

He restores my soul: he guides me in the paths of righteousness for his name's sake.

Yea, though I walk through the valley of the shadow of death, I will fear no evil: for thou art with me; thy rod and staff they comfort me

Thou prepare table before me in the present of my enemies; thou anoint my head with oil: my cup runneth over

Surely goodness and mercy shall follow me all the days of my life and I will dwell in the house of the LORD for ever

Psalm 23

"The LORD is my shepherd: I shall not want.

He makes me to lie down in green pastures: he leads me beside the still waters,

He restores my soul: he guides me in the paths of righteousness for his name's sake.

Yea, though I walk through the valley of the shadow of death, I will fear no evil: for thou art with me; thy rod and staff they comfort me

Thou prepare table before me in the present of my enemies; thou anoint my head with oil; my cup runneth over

Surely goodness and mercy shall follow me all the days of my life and I will dwell in the house of the LORD for ever

Call Log

Signed on as whitney smith | Sign Out

Below is the call log for (301) 455-8371 as of Jun 15, 2009, 09:51 AM Central Daylight Time.

Date & Time	Phone Number	Destination	Minutes Used
06/15 07:40AM	301-257-7282	Incoming	3
06/15 07:34AM	202-321-2017	WASHINGTON, DC	13
06/15 07:32AM	202-321-2017	WASHINGTON, DC	1
06/15 05:35AM	240-604-9898	SILVER SPG, MD	7
06/14 10:41PM	202-321-2017	WASHINGTON, DC	1
06/14 10:09PM	240-286-9899	BETHESDA, MD	4
06/14 09:42PM	301-875-7951	LAUREL, MD	1
06/14 09:40PM	240-286-9899	BETHESDA, MD	1
06/14 08:43PM	240-604-9898	SILVER SPG, MD	1
06/14 06:36PM	202-391-2109	WASHINGTON, DC	3
06/14 04:51PM	301-580-6857	Incoming	32
06/14 04:43PM	202-528-6749	Incoming	1
06/14 04:41PM	202-528-6749	Incoming	1
06/14 04:30PM	240-286-9899	BETHESDA, MD	2
06/14 03:45PM	240-286-9899	Incoming	8
06/14 03:35PM	202-422-0111	WASHINGTON, DC	11
06/14 03:32PM	202-256-1600	WASHINGTON, DC	3
06/14 02:48PM	202-351-8776	Incoming	5
06/14 02:29PM	202-528-6749	WASHINGTON, DC	1
06/14 01:40PM	202-321-2017	Incoming	1
06/14 01:17PM	202-321-2017	WASHINGTON, DC	1
06/14 12:51PM	202-528-6749	Incoming	2
06/14 11:59AM	202-528-6749	WASHINGTON, DC	1
06/13 10:01PM	240-417-9097	CAPITOLHTS, MD	1
06/13 09:57PM	202-321-2017	Incoming	4
06/13 09:40PM	301-875-7951	LAUREL, MD	17
06/13 08:47PM	301-875-7951	LAUREL, MD	1
06/13 08:34PM	301-875-7951	LAUREL, MD	1
06/13 08:23PM	301-864-3646	HYATTSVL, MD	1
06/13 08:20PM	240-286-9899	BETHESDA, MD	1
06/13 07:49PM	202-528-6749	WASHINGTON, DC	7
06/13 07:21PM	301-580-6857	Incoming	3
06/13 07:05PM	301-257-7282	SILVER SPG, MD	1
06/13 06:22PM	240-604-9898	SILVER SPG, MD	2

06/13	05:45PM	301-580-6857	Incoming	1
06/13	05:44PM	301-580-6857	Incoming	1
06/13	05:00PM	240-286-9899	BETHESDA, MD	2
06/13	04:58PM	301-943-2826	SILVER SPG, MD	2
06/13	03:45PM	301-257-7282	SILVER SPG, MD	1
06/13	03:05PM	202-391-2109	WASHINGTON, DC	1
06/13	02:53PM	202-391-2109	WASHINGTON, DC	1
06/13	02:41PM	202-391-2109	WASHINGTON, DC	3
06/13	02:35PM	202-391-2109	WASHINGTON, DC	1
06/13	02:22PM	240-604-9898	Incoming	7
06/13	02:21PM	240-604-9898	SILVER SPG, MD	1
06/13	02:21PM	202-391-2109	WASHINGTON, DC	1
06/13	02:01PM	202-391-2109	WASHINGTON, DC	1
06/13	01:59PM	301-864-3646	HYATTSVL, MD	1
06/13	01:12PM	202-391-2109	WASHINGTON, DC	1
06/13	01:05PM	240-604-9898	Incoming	6

Please note: Roaming account activity may not be included.