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

RECORDATION NO. 29514-F FILED
NOV 04 '11 -2 30 PM
SURFACE TRANSPORTATION BOARD

November 7, 2011

Ms. Cynthia T. Brown
Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Ms Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of November 4, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Indenture being filed with the Board under Recordation Number 29514.

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

Buyer:	Trinity Rail Leasing 2010 LLC 2525 Stemmons Freeway Dallas, Texas 75207
Seller:	Trinity Industries Leasing Company 2525 Stemmons Freeway Dallas, Texas 75207

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November 7, 2011
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A description of the railroad equipment covered by the enclosed document is.

145 railcars:

TILX 638789 - TILX 639072 (not inclusive)
TILX 640058 - TILX 640363 (not inclusive)

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

Bill of Sale.

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,



Edward M. Luria

EML/bhs
Enclosures

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BILL OF SALE**SURFACE TRANSPORTATION BOARD**

TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (the "Seller"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid 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 TRINITY RAIL LEASING 2010 LLC, a Delaware limited liability company (the "Buyer") and its successors and assigns all right, title and interest of the Seller, in and to the items of railroad rolling stock forth on Schedule I hereto (together with (a) any and all replacements or substitutions thereof, (b) any and all tangible components thereof, and (c) any and all related appliances, parts, accessories, appurtenances, accessions, additions, improvements to and replacements from time to time incorporated or installed in any item thereof) (the "Railcars"), together with (A) 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 Railcars, (B) all Railroad Mileage Credits allocable to such Railcars, and any payments in respect of such credits accruing on or after the applicable Delivery Date, (C) all tort claims or any other claims of any kind or nature related to such Railcars and any payments in respect of such claims, (D) all Marks attaching to such Railcars (including as evidenced by any SUBI Certificate issued by the Marks Company), it being understood that the Marks are owned by the Marks Company and are not being conveyed hereby, and (E) all other payments owing by any Person (including any railroads or similar entities) in respect of or attributable to such Railcars or the use, loss, damage, casualty, condemnation of such Railcars or the Marks 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 Railcars by the manufacturer thereof (collectively, the "Purchased Railcars").

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

And the Seller hereby warrants to the Buyer and its successors and assigns that at the time of delivery of the Purchased Railcars, the Seller has good and marketable legal and beneficial title to and good and lawful right to sell, the Purchased Railcars, and the Purchased Railcars are free and clear of all Liens (other than Permitted Encumbrances), and the Seller covenants that it will defend forever such title to the Purchased Railcars against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Encumbrances) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of the Purchased Railcars 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 the Purchased Railcars, 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 the Purchased Railcars. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Asset Transfer Agreement provide that this Bill of Sale 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 the Purchased Railcars.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in (i) Appendix A to the Indenture, dated as of October 25, 2010, by and between the Buyer and Wilmington Trust Company, or (ii) the Purchase and Contribution Agreement, dated as of October 25, 2010 (the "Asset Transfer Agreement"), by and among the Buyer, the Seller and Trinity Rail Leasing Warehouse Trust.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 and Section 5-1402 of the New York General Obligations Law but otherwise without regard to conflict of laws principles.

This Bill of Sale shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements, no party hereto may assign their interests herein without the consent of the other party hereto.

The Seller will duly execute and deliver to the Buyer such further documents and assurances and take such further action as the Buyer may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Bill of Sale and to establish and protect the rights and remedies created or intended to be created in favor of the Buyer hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

* * *

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed as of
the 4th day of November, 2011.

**TRINITY INDUSTRIES LEASING
COMPANY**

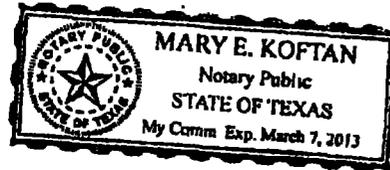
By: 
Name: C. Lance Davis
Title: Vice President

STATE OF TEXAS)
)
) SS:
COUNTY OF DALLAS)

On this 4th day of November, 2011, before me personally appeared C. Lance Davis, to me personally known, who being duly sworn, stated that he is Vice President of Trinity Industries Leasing Company, that said instrument was signed on behalf of said 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 said entity.

Mary E. Koftan
Notary Public

My Commission Expires: March 7, 2013



SCHEDULE I

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
1	TILX638789	Freight
2	TILX638799	Freight
3	TILX638800	Freight
4	TILX638807	Freight
5	TILX638811	Freight
6	TILX638812	Freight
7	TILX638824	Freight
8	TILX638825	Freight
9	TILX640058	Freight
10	TILX640059	Freight
11	TILX640060	Freight
12	TILX640061	Freight
13	TILX640062	Freight
14	TILX640066	Freight
15	TILX640071	Freight
16	TILX640079	Freight
17	TILX640081	Freight
18	TILX640083	Freight
19	TILX640084	Freight
20	TILX640086	Freight
21	TILX638868	Freight
22	TILX638870	Freight
23	TILX638871	Freight
24	TILX638874	Freight
25	TILX638875	Freight
26	TILX638878	Freight
27	TILX638880	Freight
28	TILX638881	Freight
29	TILX638887	Freight
30	TILX638889	Freight
31	TILX638890	Freight
32	TILX638896	Freight
33	TILX638897	Freight
34	TILX638898	Freight
35	TILX638900	Freight
36	TILX638920	Freight
37	TILX638943	Freight
38	TILX638946	Freight
39	TILX638950	Freight
40	TILX638954	Freight
41	TILX638962	Freight
42	TILX638964	Freight
43	TILX638965	Freight
44	TILX638966	Freight
45	TILX638967	Freight
46	TILX638968	Freight

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47	TILX638970	Freight
48	TILX638973	Freight
49	TILX638978	Freight
50	TILX639029	Freight
51	TILX639031	Freight
52	TILX639032	Freight
53	TILX639034	Freight
54	TILX639035	Freight
55	TILX639036	Freight
56	TILX639045	Freight
57	TILX639051	Freight
58	TILX639057	Freight
59	TILX639058	Freight
60	TILX639061	Freight
61	TILX639065	Freight
62	TILX639067	Freight
63	TILX639069	Freight
64	TILX639070	Freight
65	TILX639071	Freight
66	TILX639072	Freight
67	TILX640105	Freight
68	TILX640114	Freight
69	TILX640124	Freight
70	TILX640126	Freight
71	TILX640127	Freight
72	TILX640130	Freight
73	TILX640131	Freight
74	TILX640132	Freight
75	TILX640135	Freight
76	TILX640138	Freight
77	TILX640140	Freight
78	TILX640141	Freight
79	TILX640142	Freight
80	TILX640143	Freight
81	TILX640145	Freight
82	TILX640146	Freight
83	TILX640147	Freight
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85	TILX640150	Freight
86	TILX640152	Freight
87	TILX640154	Freight
88	TILX640158	Freight
89	TILX640162	Freight
90	TILX640223	Freight
91	TILX640227	Freight
92	TILX640228	Freight
93	TILX640232	Freight
94	TILX640234	Freight
95	TILX640244	Freight
96	TILX640296	Freight

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97	TILX640298	Freight
98	TILX640299	Freight
99	TILX640316	Freight
100	TILX640317	Freight
101	TILX640318	Freight
102	TILX640319	Freight
103	TILX640323	Freight
104	TILX640324	Freight
105	TILX640331	Freight
106	TILX640338	Freight
107	TILX640344	Freight
108	TILX640346	Freight
109	TILX640347	Freight
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111	TILX640350	Freight
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113	TILX640353	Freight
114	TILX640354	Freight
115	TILX640356	Freight
116	TILX640357	Freight
117	TILX640358	Freight
118	TILX640359	Freight
119	TILX640360	Freight
120	TILX640363	Freight
121	TILX638855	Freight
122	TILX638872	Freight
123	TILX638876	Freight
124	TILX638877	Freight
125	TILX638879	Freight
126	TILX638895	Freight
127	TILX638899	Freight
128	TILX638902	Freight
129	TILX638906	Freight
130	TILX638913	Freight
131	TILX640065	Freight
132	TILX640101	Freight
133	TILX640116	Freight
134	TILX640117	Freight
135	TILX640118	Freight
136	TILX640119	Freight
137	TILX640133	Freight
138	TILX640134	Freight
139	TILX640136	Freight
140	TILX640137	Freight
141	TILX640139	Freight
142	TILX640144	Freight
143	TILX640149	Freight
144	TILX640151	Freight
145	TILX640173	Freight

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: 11/4/11

Edward M Luria
Edward M. Luria