

ALVORD AND ALVORD SURFACE TRANSPORTATION BOARD

ATTORNEYS AT LAW

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

OF COUNSEL
URBAN A. LESTER

December 20, 2012

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

Dear Section Chief:

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 20 December, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 29514.

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

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

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

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

298 railcars within the following series:

NKCR 860003 – NKCR 860062
TILX 201266 – TILX 201399
TILX 330811 – TILX 330910 (inclusive)
TILX 331286 – TILX 331310 (inclusive)
TILX 600897 – TILX 600996 (inclusive)
TILX 638996
TILX 639000
TILX 645782 – TILX 645821
TILX 648255

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/sem
Enclosures

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.

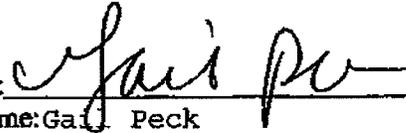
The Seller will duly execute and deliver to the Buyer such further documents and assurances and take such further action as the Buyer may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Bill of 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.

* * *

[Bill of Sale (TILC)]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed as of the 20th day of December, 2012.

**TRINITY INDUSTRIES LEASING
COMPANY**

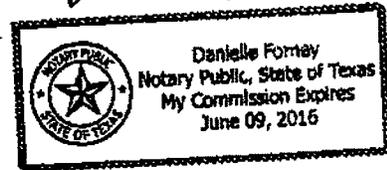
By: 
Name: Gary Peck
Title: Treasurer

STATE OF TEXAS)
)
COUNTY OF DALLAS) SS:

On this 14 day of December, 2012, before me personally appeared Gard Peak, to me personally known, who being duly sworn, stated that he is Treasurer 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.

Danielle Forney
Notary Public

My Commission Expires: 6/9/16



SCHEDULE I

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
1	NKCR860003	Freight
2	NKCR860008	Freight
3	NKCR860009	Freight
4	NKCR860010	Freight
5	NKCR860016	Freight
6	NKCR860017	Freight
7	NKCR860018	Freight
8	NKCR860019	Freight
9	NKCR860020	Freight
10	NKCR860025	Freight
11	NKCR860029	Freight
12	NKCR860030	Freight
13	NKCR860031	Freight
14	NKCR860033	Freight
15	NKCR860034	Freight
16	NKCR860035	Freight
17	NKCR860039	Freight
18	NKCR860040	Freight
19	NKCR860046	Freight
20	NKCR860051	Freight
21	NKCR860054	Freight
22	NKCR860056	Freight
23	NKCR860057	Freight
24	NKCR860058	Freight
25	NKCR860062	Freight
26	TILX201266	Tank
27	TILX201267	Tank
28	TILX201268	Tank
29	TILX201276	Tank
30	TILX201278	Tank
31	TILX201281	Tank
32	TILX201287	Tank
33	TILX201288	Tank
34	TILX201289	Tank
35	TILX201290	Tank
36	TILX201291	Tank
37	TILX201292	Tank
38	TILX201294	Tank
39	TILX201296	Tank
40	TILX201297	Tank
41	TILX201300	Tank
42	TILX201304	Tank
43	TILX201305	Tank
44	TILX201309	Tank
45	TILX201311	Tank
46	TILX201312	Tank
47	TILX201314	Tank

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
48	TILX201316	Tank
49	TILX201318	Tank
50	TILX201321	Tank
51	TILX201324	Tank
52	TILX201327	Tank
53	TILX201332	Tank
54	TILX201335	Tank
55	TILX201336	Tank
56	TILX201338	Tank
57	TILX201375	Tank
58	TILX201381	Tank
59	TILX201384	Tank
60	TILX201386	Tank
61	TILX201387	Tank
62	TILX201389	Tank
63	TILX201392	Tank
64	TILX201393	Tank
65	TILX201399	Tank
66	TILX330811	Freight
67	TILX330812	Freight
68	TILX330813	Freight
69	TILX330814	Freight
70	TILX330815	Freight
71	TILX330816	Freight
72	TILX330817	Freight
73	TILX330818	Freight
74	TILX330819	Freight
75	TILX330820	Freight
76	TILX330821	Freight
77	TILX330822	Freight
78	TILX330823	Freight
79	TILX330824	Freight
80	TILX330825	Freight
81	TILX330826	Freight
82	TILX330827	Freight
83	TILX330828	Freight
84	TILX330829	Freight
85	TILX330830	Freight
86	TILX330831	Freight
87	TILX330832	Freight
88	TILX330833	Freight
89	TILX330834	Freight
90	TILX330835	Freight
91	TILX330836	Freight
92	TILX330837	Freight
93	TILX330838	Freight
94	TILX330839	Freight
95	TILX330840	Freight
96	TILX330841	Freight

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
97	TILX330842	Freight
98	TILX330843	Freight
99	TILX330844	Freight
100	TILX330845	Freight
101	TILX330846	Freight
102	TILX330847	Freight
103	TILX330848	Freight
104	TILX330849	Freight
105	TILX330850	Freight
106	TILX330851	Freight
107	TILX330852	Freight
108	TILX330853	Freight
109	TILX330854	Freight
110	TILX330855	Freight
111	TILX330856	Freight
112	TILX330857	Freight
113	TILX330858	Freight
114	TILX330859	Freight
115	TILX330860	Freight
116	TILX330861	Freight
117	TILX330862	Freight
118	TILX330863	Freight
119	TILX330864	Freight
120	TILX330865	Freight
121	TILX330866	Freight
122	TILX330867	Freight
123	TILX330868	Freight
124	TILX330869	Freight
125	TILX330870	Freight
126	TILX330871	Freight
127	TILX330872	Freight
128	TILX330873	Freight
129	TILX330874	Freight
130	TILX330875	Freight
131	TILX330876	Freight
132	TILX330877	Freight
133	TILX330878	Freight
134	TILX330879	Freight
135	TILX330880	Freight
136	TILX330881	Freight
137	TILX330882	Freight
138	TILX330883	Freight
139	TILX330884	Freight
140	TILX330885	Freight
141	TILX330886	Freight
142	TILX330887	Freight
143	TILX330888	Freight
144	TILX330889	Freight
145	TILX330890	Freight

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
146	TILX330891	Freight
147	TILX330892	Freight
148	TILX330893	Freight
149	TILX330894	Freight
150	TILX330895	Freight
151	TILX330896	Freight
152	TILX330897	Freight
153	TILX330898	Freight
154	TILX330899	Freight
155	TILX330900	Freight
156	TILX330901	Freight
157	TILX330902	Freight
158	TILX330903	Freight
159	TILX330904	Freight
160	TILX330905	Freight
161	TILX330906	Freight
162	TILX330907	Freight
163	TILX330908	Freight
164	TILX330909	Freight
165	TILX330910	Freight
166	TILX331286	Freight
167	TILX331287	Freight
168	TILX331288	Freight
169	TILX331289	Freight
170	TILX331290	Freight
171	TILX331291	Freight
172	TILX331292	Freight
173	TILX331293	Freight
174	TILX331294	Freight
175	TILX331295	Freight
176	TILX331296	Freight
177	TILX331297	Freight
178	TILX331298	Freight
179	TILX331299	Freight
180	TILX331300	Freight
181	TILX331301	Freight
182	TILX331302	Freight
183	TILX331303	Freight
184	TILX331304	Freight
185	TILX331305	Freight
186	TILX331306	Freight
187	TILX331307	Freight
188	TILX331308	Freight
189	TILX331309	Freight
190	TILX331310	Freight
191	TILX600897	Tank
192	TILX600898	Tank
193	TILX600899	Tank
194	TILX600900	Tank

[Bill of Sale (TILC)]

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
195	TILX600901	Tank
196	TILX600902	Tank
197	TILX600903	Tank
198	TILX600904	Tank
199	TILX600905	Tank
200	TILX600906	Tank
201	TILX600907	Tank
202	TILX600908	Tank
203	TILX600909	Tank
204	TILX600910	Tank
205	TILX600911	Tank
206	TILX600912	Tank
207	TILX600913	Tank
208	TILX600914	Tank
209	TILX600915	Tank
210	TILX600916	Tank
211	TILX600917	Tank
212	TILX600918	Tank
213	TILX600919	Tank
214	TILX600920	Tank
215	TILX600921	Tank
216	TILX600922	Tank
217	TILX600923	Tank
218	TILX600924	Tank
219	TILX600925	Tank
220	TILX600926	Tank
221	TILX600927	Tank
222	TILX600928	Tank
223	TILX600929	Tank
224	TILX600930	Tank
225	TILX600931	Tank
226	TILX600932	Tank
227	TILX600933	Tank
228	TILX600934	Tank
229	TILX600935	Tank
230	TILX600936	Tank
231	TILX600937	Tank
232	TILX600938	Tank
233	TILX600939	Tank
234	TILX600940	Tank
235	TILX600941	Tank
236	TILX600942	Tank
237	TILX600943	Tank
238	TILX600944	Tank
239	TILX600945	Tank
240	TILX600946	Tank
241	TILX600947	Tank
242	TILX600948	Tank
243	TILX600949	Tank

[Bill of Sale (TILC)]

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
244	TILX600950	Tank
245	TILX600951	Tank
246	TILX600952	Tank
247	TILX600953	Tank
248	TILX600954	Tank
249	TILX600955	Tank
250	TILX600956	Tank
251	TILX600957	Tank
252	TILX600958	Tank
253	TILX600959	Tank
254	TILX600960	Tank
255	TILX600961	Tank
256	TILX600962	Tank
257	TILX600963	Tank
258	TILX600964	Tank
259	TILX600965	Tank
260	TILX600966	Tank
261	TILX600967	Tank
262	TILX600968	Tank
263	TILX600969	Tank
264	TILX600970	Tank
265	TILX600971	Tank
266	TILX600972	Tank
267	TILX600973	Tank
268	TILX600974	Tank
269	TILX600975	Tank
270	TILX600976	Tank
271	TILX600977	Tank
272	TILX600978	Tank
273	TILX600979	Tank
274	TILX600980	Tank
275	TILX600981	Tank
276	TILX600982	Tank
277	TILX600983	Tank
278	TILX600984	Tank
279	TILX600985	Tank
280	TILX600986	Tank
281	TILX600987	Tank
282	TILX600988	Tank
283	TILX600989	Tank
284	TILX600990	Tank
285	TILX600991	Tank
286	TILX600992	Tank
287	TILX600993	Tank
288	TILX600994	Tank
289	TILX600995	Tank
290	TILX600996	Tank
291	TILX638996	Freight
292	TILX639000	Freight

[Bill of Sale (TILC)]

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
293	TILX645782	Freight
294	TILX645784	Freight
295	TILX645817	Freight
296	TILX645818	Freight
297	TILX645821	Freight
298	TILX648255	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: 12/20/12

Edward M Luria
Edward M. Luria