

RECORDATION NO 30558-K FILED
August 01, 2013 11:40 AM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

August 1, 2013

Chief
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 August 1, 2013, 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 30558.

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

Seller: Trinity Rail Leasing Warehouse Trust
2525 Stemmons Freeway
Dallas, TX 75207

Buyer: Trinity Rail Leasing 2012 LLC
2525 Stemmons Freeway
Dallas, TX 75207

Section Chief
August 1, 2013
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A description of the railroad equipment covered by the enclosed document is:

289 railcars within the series TILX 030138 – TILX 056721, TILX 518748 – TILX 518816, and TILX 638773 – TILX 650804 as more particularly set forth on the attachment to the document.

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

Bill of Sale.

Also enclosed is a check in the amount of \$42.00 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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

BILL OF SALE

TRINITY RAIL LEASING WAREHOUSE TRUST, a Delaware statutory trust (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 2012 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,

Bill of Sale (TRLWT)

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) Annex A to the Indenture, dated as of December 19, 2012, by and between the Buyer and Wilmington Trust Company, or (ii) the Purchase and Contribution Agreement, dated as of December 19, 2012 (the “**Asset Transfer Agreement**”), by and among the Buyer, the Seller and Trinity Industries Leasing Company.

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.

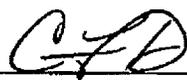
This Bill of Sale shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements, no 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 1st day of August, 2013.

**TRINITY RAIL LEASING
WAREHOUSE TRUST**

By: 
Name: **Cary Lance Davis**
Title: **Vice President**

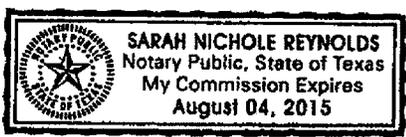
Bill of Sale (TRLWT)

STATE OF Texas)
)
COUNTY OF Dallas) SS:

On this 25th day of July, 2013, before me personally appeared Lance Davis, to me personally known, who being duly sworn, stated that he is Vice President of Trinity Rail Leasing Warehouse Trust, 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.

[Signature]
Notary Public

My Commission Expires: 8/4/15



SCHEDULE I

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
1	TILX030138	Freight
2	TILX030142	Freight
3	TILX030144	Freight
4	TILX030145	Freight
5	TILX030146	Freight
6	TILX030147	Freight
7	TILX030148	Freight
8	TILX030150	Freight
9	TILX030152	Freight
10	TILX030154	Freight
11	TILX030157	Freight
12	TILX030158	Freight
13	TILX030159	Freight
14	TILX030161	Freight
15	TILX030162	Freight
16	TILX030163	Freight
17	TILX030164	Freight
18	TILX030165	Freight
19	TILX030166	Freight
20	TILX030167	Freight
21	TILX030168	Freight
22	TILX030169	Freight
23	TILX030170	Freight
24	TILX030171	Freight
25	TILX030172	Freight
26	TILX030173	Freight
27	TILX030174	Freight
28	TILX030175	Freight
29	TILX030176	Freight
30	TILX030178	Freight
31	TILX030179	Freight
32	TILX030180	Freight
33	TILX030181	Freight
34	TILX030183	Freight
35	TILX030185	Freight
36	TILX030186	Freight
37	TILX030188	Freight
38	TILX030190	Freight
39	TILX030191	Freight
40	TILX030192	Freight
41	TILX030193	Freight
42	TILX030194	Freight
43	TILX030196	Freight
44	TILX030197	Freight
45	TILX056710	Freight
46	TILX056711	Freight
47	TILX056712	Freight
48	TILX056713	Freight
49	TILX056714	Freight
50	TILX056715	Freight
51	TILX056716	Freight

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
52	TILX056717	Freight
53	TILX056718	Freight
54	TILX056719	Freight
55	TILX056720	Freight
56	TILX056721	Freight
57	TILX518748	Freight
58	TILX518749	Freight
59	TILX518750	Freight
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68	TILX518775	Freight
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71	TILX518781	Freight
72	TILX518790	Freight
73	TILX518791	Freight
74	TILX518795	Freight
75	TILX518796	Freight
76	TILX518798	Freight
77	TILX518812	Freight
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79	TILX518814	Freight
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81	TILX518816	Freight
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92	TILX640266	Freight
93	TILX640387	Freight
94	TILX640444	Freight
95	TILX640448	Freight
96	TILX640465	Freight
97	TILX640485	Freight
98	TILX640486	Freight
99	TILX642255	Freight
100	TILX645920	Freight
101	TILX645921	Freight
102	TILX645922	Freight
103	TILX645923	Freight
104	TILX645924	Freight
105	TILX645925	Freight
106	TILX648313	Freight

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
107	TILX648326	Freight
108	TILX648330	Freight
109	TILX648331	Freight
110	TILX648334	Freight
111	TILX648335	Freight
112	TILX648341	Freight
113	TILX648345	Freight
114	TILX648348	Freight
115	TILX650630	Freight
116	TILX650631	Freight
117	TILX650632	Freight
118	TILX650633	Freight
119	TILX650634	Freight
120	TILX650635	Freight
121	TILX650636	Freight
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153	TILX650668	Freight
154	TILX650669	Freight
155	TILX650670	Freight
156	TILX650671	Freight
157	TILX650672	Freight
158	TILX650673	Freight
159	TILX650674	Freight
160	TILX650675	Freight
161	TILX650676	Freight

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
162	TILX650677	Freight
163	TILX650678	Freight
164	TILX650679	Freight
165	TILX650680	Freight
166	TILX650681	Freight
167	TILX650682	Freight
168	TILX650683	Freight
169	TILX650684	Freight
170	TILX650685	Freight
171	TILX650686	Freight
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183	TILX650698	Freight
184	TILX650699	Freight
185	TILX650700	Freight
186	TILX650701	Freight
187	TILX650702	Freight
188	TILX650703	Freight
189	TILX650704	Freight
190	TILX650705	Freight
191	TILX650706	Freight
192	TILX650707	Freight
193	TILX650708	Freight
194	TILX650709	Freight
195	TILX650710	Freight
196	TILX650711	Freight
197	TILX650712	Freight
198	TILX650713	Freight
199	TILX650714	Freight
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213	TILX650728	Freight
214	TILX650729	Freight
215	TILX650730	Freight
216	TILX650731	Freight

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
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218	TILX650733	Freight
219	TILX650734	Freight
220	TILX650735	Freight
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244	TILX650759	Freight
245	TILX650760	Freight
246	TILX650761	Freight
247	TILX650762	Freight
248	TILX650763	Freight
249	TILX650764	Freight
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251	TILX650766	Freight
252	TILX650767	Freight
253	TILX650768	Freight
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268	TILX650783	Freight
269	TILX650784	Freight
270	TILX650785	Freight
271	TILX650786	Freight

<u>ID</u>	<u>Asset Mark</u>	<u>Car Type</u>
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273	TILX650788	Freight
274	TILX650789	Freight
275	TILX650790	Freight
276	TILX650791	Freight
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282	TILX650797	Freight
283	TILX650798	Freight
284	TILX650799	Freight
285	TILX650800	Freight
286	TILX650801	Freight
287	TILX650802	Freight
288	TILX650803	Freight
289	TILX650804	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: 8/1/13

Edward M Luria
Edward M. Luria