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RECORDATION NO. 30558-M FILED

August 31, 2016 3:50 PM

SURFACE TRANSPORTATION BOARD

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

August 31, 2016

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 Bill of Sale, dated as of August 31, 2016, 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 name and address of the party to the enclosed document are:

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

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

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

115 railcars:

TILX361151
TILX361152
TILX361155
TILX361156
TILX361157
TILX361163
TILX361165
TILX361166

Section Chief
August 31, 2016
Page 2

TILX361168
TILX361169
TILX361170
TILX361512
TILX361587
TILX361610
TILX361611
TILX361612
TILX361613
TILX361614
TILX361615
TILX361619
TILX361620
TILX361621
TILX361622
TILX361623
TILX361625
TILX361626
TILX361628
TILX361629
TILX361631 - TILX361713, inclusive
TILX361717
TILX361718
TILX361722
TILX361725

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

Bill of Sale.

Also enclosed is a check in the amount of \$43.00 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

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 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, (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 (F) without duplication, any Miscellaneous Items relating to such Railcars; 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**”). The Buyer hereby accepts delivery of the Purchased Railcars, including the Railcars set forth on Schedule I hereto.

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) Annex A to the Master Indenture, dated as of December 19, 2012, as amended, restated or otherwise modified from time to time, by and between the Buyer and Wilmington Trust Company, or (ii) the Purchase and Contribution Agreement, dated as of December 19, 2012 (as amended, restated or otherwise modified from time to time), (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.

The grant, bargain, sale, transfer, assignment and setting over of the Purchased Railcars pursuant to this Bill of Sale shall be deemed to occur within the State of Texas.

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)]

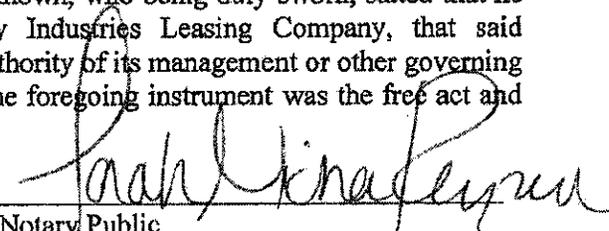
IN WITNESS WHEREOF, the Seller has caused this instrument to be executed as of the 31st day of August, 2016.

**TRINITY INDUSTRIES LEASING
COMPANY**

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

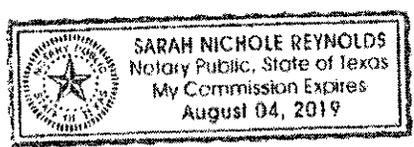
STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On this 31st day of August, 2016, 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.



Notary Public

My Commission Expires: 8/4/19



SCHEDULE I

One Hundred Fifteen (115) railcars marked and numbered:

TILX361512	TILX361652	TILX361690	TILX361170
TILX361587	TILX361653	TILX361691	
TILX361610	TILX361654	TILX361692	
TILX361611	TILX361655	TILX361693	
TILX361612	TILX361656	TILX361694	
TILX361613	TILX361657	TILX361695	
TILX361614	TILX361658	TILX361696	
TILX361615	TILX361659	TILX361697	
TILX361619	TILX361660	TILX361698	
TILX361620	TILX361661	TILX361699	
TILX361621	TILX361662	TILX361700	
TILX361622	TILX361663	TILX361701	
TILX361623	TILX361664	TILX361702	
TILX361625	TILX361665	TILX361703	
TILX361626	TILX361666	TILX361704	
TILX361628	TILX361667	TILX361705	
TILX361629	TILX361668	TILX361706	
TILX361631	TILX361669	TILX361707	
TILX361632	TILX361670	TILX361708	
TILX361633	TILX361671	TILX361709	
TILX361634	TILX361672	TILX361710	
TILX361635	TILX361673	TILX361711	
TILX361636	TILX361674	TILX361712	
TILX361637	TILX361675	TILX361713	
TILX361638	TILX361676	TILX361717	
TILX361639	TILX361677	TILX361718	
TILX361640	TILX361678	TILX361722	
TILX361641	TILX361679	TILX361725	
TILX361642	TILX361680	TILX361151	
TILX361643	TILX361681	TILX361152	
TILX361644	TILX361682	TILX361155	
TILX361645	TILX361683	TILX361156	
TILX361646	TILX361684	TILX361157	
TILX361647	TILX361685	TILX361163	
TILX361648	TILX361686	TILX361165	
TILX361649	TILX361687	TILX361166	
TILX361650	TILX361688	TILX361168	
TILX361651	TILX361689	TILX361169	

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: August 31, 2016

Edward M. Luria

Edward M. Luria