RECORDATION NO. 23800-R FILED
February, 20 2015 03:05 PM
SURFACE TRANSPORTATION BOARD

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

February 20, 2015

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 Memorandum of Second Amended and Restated Collateral Agency Agreement Release, dated as of February 20, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Second Amended and Restated Collateral Agency Agreement, the Memorandum of Collateral Agency Agreement, and the Collateral Agency Agreement Supplement No. 1 previously filed with the Board under Recordation Numbesr 23800-F, 23491-H and 23491-K, respectively.

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

Owner Trustees: TRLI 2001-1A Railcar Statutory Trust; TRLI 2001-B Railcar Statutory Trust; and TRLI 2001-C Railcar Statutory Trust
c/o U.S. Bank National Association
Goodwin Square,
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Indenture Trustee: Wilmington Trust, National Association
Rodney Square North

1100 North Market Street
Wilmington, DE 19890-0001

Lessee: Trinity Rail Leasing I L.P.
2525 Stemmons Freeway
Dallas, Texas 75207

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

All railcars covered by the documents filed under Recordation Numbers 23800-F, 23491-H and 23491-K are released including, but not limited to, the railcars identified in the attachment to the document..

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

Memorandum of Second Amended and Restated Collateral Agency Agreement Release.

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

RECORDATION NO. 23800-R FILED
February, 20 2015 03:05 PM
SURFACE TRANSPORTATION BOARD

MEMORANDUM OF SECOND AMENDED AND RESTATED COLLATERAL AGENCY AGREEMENT RELEASE, dated as of February 20, 2015, by and among **TRINITY RAIL LEASING I L.P.**, a Texas limited partnership ("**Lessee**"), **TRLI 2001-1A RAILCAR STATUTORY TRUST**, a Connecticut statutory trust, all of the activities of which are conducted by U.S. Bank National Association, as successor-in-interest to State Street Bank and Trust Company of Connecticut, National Association, a national banking association, not in its individual capacity but solely as owner trustee, **TRLI 2001-1B RAILCAR STATUTORY TRUST**, a Connecticut statutory trust, all of the activities of which are conducted by U.S. Bank National Association, as successor-in-interest to State Street Bank and Trust Company of Connecticut, National Association, a national banking association, not in its individual capacity but solely as owner trustee, and **TRLI 2001-1C RAILCAR STATUTORY TRUST**, a Connecticut statutory trust (TRLI 2001-C Railcar Statutory Trust, together with TRLI 2001-A Railcar Statutory Trust and TRLI 2001-B Railcar Statutory Trust, collectively, the "**Trust**"), all of the activities of which are conducted by U.S. Bank National Association, as successor-in-interest to State Street Bank and Trust Company of Connecticut, National Association, a national banking association, not in its individual capacity but solely as owner trustee (collectively, the "**Owner Trustees**") and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as successor-in-interest to LaSalle Bank National Association, a national banking association, as Indenture Trustee (together with any successor indenture trustee, the "**Indenture Trustee**"), **TRINITY RAIL MANAGEMENT, INC.** ("**TRMI**"), **TRINITY INDUSTRIES LEASING COMPANY**, acting in its capacity as manager ("**Manager**") and **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION**, as collateral agent ("**Collateral Agent**" and together with Indenture Trustee, Lessee, TRMI, Manager and Owner Trustees, the "**Parties**"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Second Amended and Restated Collateral Agency Agreement (defined below).

WHEREAS, Lessee, Indenture Trustee, the Owner Trustees, TRMI, Manager and Collateral Agent entered into that certain Second Amended and Restated Collateral Agency Agreement, dated as of December 28, 2001 (the "**Second Amended and Restated Collateral Agency Agreement**"), a memorandum of which was recorded with the Surface Transportation Board (the "**STB**") on December 31, 2001 at 10:53 A.M. under Recordation No. 23800-F, covering, *inter alia*, the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of Lessee shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor (the "**Equipment**");

WHEREAS, Lessee and Collateral Agent are terminating the pledge of the Equipment under the Second Amended and Restated Collateral Agency Agreement and all liens on the Equipment thereunder are released, and all railroad equipment currently covered under the documents on file in STB Recordation No. 23800-F and the secondary documents filed under that recordation number are hereby released without recourse or warranty; and

WHEREAS, the Parties wish to show for the public record the release of the lien on the Equipment under the Second Amended and Restated Collateral Agency Agreement.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Second Amended and Restated Collateral Agency Agreement Release with the STB pursuant to 49 USC section 11301(a).

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

TRLI 2001-1A RAILCAR STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as Owner Trustee

By: _____
Name:
Title:

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

TRLI 2001-1B RAILCAR STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as Owner Trustee

By: _____
Name: Carolina D. Allmand
Title: Vice President

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

TRLI 2001-1C RAILCAR STATUTORY TRUST

By: U.S. Bank National Association, not in its individual capacity, but solely as Owner Trustee

By: _____
Name: Carolina D. Altomare
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS)
) SS.:
COUNTY OF SUFFOLK)

On this 19 day of FEBRUARY, 2015, before me personally appeared CAROLINA D ALTOMARE, to me personally known, who, by me being duly sworn, says that he/she is VICE PRESIDENT of U.S. Bank National Association, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

Aida Hoti
Notary Public

My commission expires

AIDA L. HOTI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires 08-20-2021

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Indenture Trustee

By: _____

Name: Jose L. Paredes
Title: Assistant Vice President

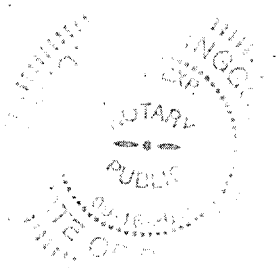
[Memorandum of Second Amended and Restated Collateral Agency Agreement Termination]

STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this 19 day of Feb, 2015, before me personally appeared Jose L. Paredes, to me personally known, who, by me being duly sworn, says that he/she is Assistant Vice President of Wilmington Trust, National Association, and that the foregoing instrument was signed on behalf of said company, by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Ramona L. Ringgold
Notary Public

My commission expires



RAMONA L. RINGGOLD
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 09-16-2015

[Memorandum of Second Amended and Restated Collateral Agency Agreement Termination]

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

TRINITY RAIL LEASING I L.P.

By: TILX GP I, LLC, its General Partner

By _____

Name: C. Lance Davis

Title: Vice President

[Memorandum of Second Amended and Restated Collateral Agency Agreement Termination]

STATE OF TEXAS)
) SS.:
COUNTY OF Dallas)

On this 19th day of February, 2015, before me personally appeared Lance Davis, to me personally known, who, by me being duly sworn, says that he is the Vice President of TILX GP I, LLC, the General Partner of TRINITY RAIL LEASING I L.P., that the foregoing instrument was signed on behalf of said partnership by authority of its general partner, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Danielle Forney
Notary Public

My commission expires 6/9/16

Danielle Forney
Notary Public, State of Texas
My Commission Expires
June 09, 2016

[Memorandum of Second Amended and Restated Collateral Agency Agreement Termination]

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

TRINITY RAIL MANAGEMENT, INC.

By: _____
Name: Patrick Hurst
Title: Vice President

[Memorandum of Second Amended and Restated Collateral Agency Agreement Termination]

STATE OF TEXAS)
) SS.:
COUNTY OF Dallas)

On this 1st day of February, 2015, before me personally appeared Patrick Hurst, to me personally known, who, by me being duly sworn, says that he is Vice President of TRINITY RAIL MANAGEMENT, INC., that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Danielle Forney
Notary Public

My commission expires 6/9/16

Danielle Forney
Notary Public, State of Texas
My Commission Expires
June 09, 2016

[Memorandum of Second Amended and Restated Collateral Agency Agreement Termination]

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

TRINITY INDUSTRIES LEASING COMPANY

By: _____

Name: C. Lance Davis

Title: Vice President

[Memorandum of Second Amended and Restated Collateral Agency Agreement Termination]

STATE OF TEXAS)
)
COUNTY OF Dallas) SS.:

On this 19th day of February, 2015, before me personally appeared Lance Davis, to me personally known, who, by me being duly sworn, says that he is Vice President of TRINITY INDUSTRIES LEASING COMPANY, that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Danielle Forney
Notary Public

My commission expires 6/9/16

NOTARY PUBLIC STATE OF TEXAS
Danielle Forney
Notary Public, State of Texas
My Commission Expires
June 09, 2016

[Memorandum of Second Amended and Restated Collateral Agency Agreement Termination]

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION

By: Valarie L. Byrd
Name: VALARIE L. BYRD
Title: ASSOCIATE CLIENT SERVICE MANAGER

[Memorandum of Second Amended and Restated Collateral Agency Agreement Termination]

STATE OF PA)
)
COUNTY OF Allegheny) SS.:

On this 19 day of February, 2015, before me personally appeared Valerie Boyd, to me personally known, who, by me being duly sworn, says that he/she is Assoc Client Serv Mgr of THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Paul Schaefer III, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 4, 20[illegible]
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Schedule A to
Memorandum of Second Amended and Restated Collateral Agency Agreement Release

EQUIPMENT

ID	Asset Mark	Car Type
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328	DMIX005087	Freight
329	DMIX005088	Freight
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3405	TILX638029	Freight
3406	TILX638030	Freight
3407	TILX638031	Freight
3408	TILX638032	Freight
3409	TILX638033	Freight
3410	TILX638034	Freight
3411	TILX638035	Freight
3412	TILX638036	Freight
3413	TILX638037	Freight
3414	TILX638038	Freight
3415	TILX638039	Freight
3416	TILX638040	Freight
3417	TILX638041	Freight
3418	TILX638042	Freight
3419	TILX638043	Freight
3420	TILX638044	Freight
3421	TILX638045	Freight
3422	TILX638046	Freight
3423	TILX638047	Freight
3424	TIMX001021	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: February 20, 2015

Edward M Luria

Edward M. Luria