

RECORDATION NO. 25216-0 FILED

SEP 28 2004 2-40 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
\_\_\_\_\_  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

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

September 28, 2004

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Equipment Lease Agreement and Equipment Lease Supplement No. 1 (TRLIV 2004-1C), dated as of September 28, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Bill of Sale which is being filed with the Board under Recordation Number \_\_\_\_\_-B.

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

Lessor:                   TRLIV 2004-1C Railcar Statutory Trust  
                                  c/o U.S. Bank Trust National Association  
                                  225 Asylum Street  
                                  23<sup>rd</sup> Floor  
                                  Hartford, Connecticut 06103

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

Mr. Vernon A. Williams  
September 28, 2004  
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A description of the railroad equipment covered by the enclosed document is:

72 railcars within the following series as more particularly set forth in the equipment schedule attached to the document:

TILX 190997 – TILX 191003  
TILX 190012 – TILX 191036  
TILX 220061 – TILX 220064  
TILX 261191 – TILX 261218  
TILX 302523 – TILX 302530

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

Memorandum of Equipment Lease Agreement and Equipment Lease Supplement No. 1 (TRLIV 2004-1C).

Also enclosed is a check in the amount of \$30.00 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,



Robert W. Alvord

RWA/anm  
Enclosure

RECORDATION NO.

25216-10  
FILED

**MEMORANDUM OF EQUIPMENT LEASE AGREEMENT AND**  
**EQUIPMENT LEASE SUPPLEMENT NO. 1**  
**(TRLIV 2004-1C)**

SEP 28 '04 2-40 PM  
SURFACE TRANSPORTATION BOARD

This Memorandum of Equipment Lease Agreement and Equipment Lease Supplement No. 1 is made and entered by and between TRLIV 2004-1C Railcar Statutory Trust (hereinafter referred to as "Lessor") and Trinity Rail Leasing IV L.P. (hereinafter referred to as "Lessee"), respecting that certain Equipment Lease Agreement (TRLIV 2004-1C), dated as of September 28, 2004, between Lessor and Lessee (as supplemented, the "Equipment Lease") and that certain Equipment Lease Supplement No. 1 (TRLIV 2004-1C), dated as of September 28, 2004, between Lessor and Lessee (the "Equipment Lease Supplement").

Pursuant to the provisions of the Equipment Lease and the Equipment Lease Supplement, Lessor and Lessee hereby affirm and acknowledge that:

1. For good and valuable consideration, Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor certain railroad equipment bearing reporting marks and road numbers as listed on Exhibit A attached hereto, subject to the terms of Annex A to the Equipment Lease.

2. Lessor and Lessee further acknowledge and affirm that this Memorandum of Equipment Lease Agreement and Equipment Lease Supplement No. 1 is not a summary of the Equipment Lease and the Equipment Lease Supplement nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Equipment Lease Agreement and Equipment Lease Supplement No. 1 and the provisions of the Equipment Lease and the Equipment Lease Supplement, the provisions of the Equipment Lease and the Equipment Lease Supplement shall control.

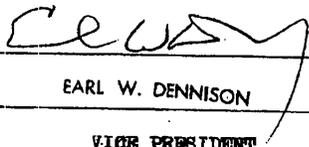
3. This Memorandum of Equipment Lease Agreement and Equipment Lease Supplement No. 1 is prepared only for the public record and is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a) and with the Register General of Canada pursuant to Section 105 of the Canada Transportation Act (Canada).

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate or limited partnership authority, has caused this Memorandum of Equipment Lease Agreement and Equipment Lease Supplement No. 1 to be duly executed in its corporate or limited partnership name by its officers or partners, thereunto duly authorized, all as of September 28, 2004.

LESSOR:

TRLIV 2004-1C RAILCAR STATUTORY TRUST

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

By: 

Name: EARL W. DENNISON

Title: VICE PRESIDENT

LESSEE:

TRINITY RAIL LEASING IV L.P.

By: TILX GP IV, LLC, its General Partner

By: \_\_\_\_\_

Name: Eric Marchetto

Title: Vice President

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate or limited partnership authority, has caused this Memorandum of Equipment Lease Agreement and Equipment Lease Supplement No. 1 to be duly executed in its corporate or limited partnership name by its officers or partners, thereunto duly authorized, all as of September 28, 2004.

LESSOR:

TRLIV 2004-1C RAILCAR STATUTORY  
TRUST  
By: U.S. Bank Trust National  
Association, not in its individual  
capacity, but solely as Owner Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE:

TRINITY RAIL LEASING IV L.P.  
By: TILX GP IV, LLC, its General  
Partner

By:  \_\_\_\_\_

Name: Eric Marchetto

Title: Vice President

STATE OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK )

SS:

On this 22nd day of September, 2004, before me personally appeared EARL W. DENNISON, to me personally known, who being duly sworn, stated that he/she is VICE PRESIDENT of U.S. Bank Trust National Association, that said instrument was signed on behalf of said corporation, not in its individual capacity, but solely as trustee on behalf of the TRLIV 2004-1C Railcar Statutory Trust by authority of its board of directors or equivalent governing body, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maria T. Agullo  
Notary Public

My Commission Expires:

9-9-05

STATE OF Texas )  
COUNTY OF Dallas }

SS:

On this 27<sup>th</sup> day of September, 2004, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP IV, LLC, the General Partner of Trinity Rail Leasing IV L.P., that said instrument was signed on behalf of said limited partnership by said limited liability company as general partner of Trinity Rail Leasing IV L.P. by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.

Cathy I. Gott  
Notary Public

My Commission Expires: 5-26-2006

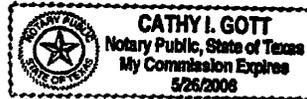


Exhibit A

Participation Agreement - Pool C  
Description of Equipment, Designation of Functional Groups and Equipment Cost

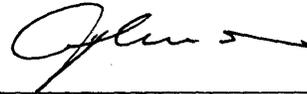
| <u>Car Marks</u>   | <u>Functional Group</u> | <u>Number of Units</u> |  |
|--------------------|-------------------------|------------------------|--|
| TILX 220061-220064 | Tankcar Non-Pressure    | 4                      |  |
| TILX 261191-261218 | Tankcar Non-Pressure    | 28                     |  |
| TILX 191012-191036 | Tankcar Non-Pressure    | 25                     |  |
| TILX 302523-302530 | Tankcar Non-Pressure    | 8                      |  |
| TILX 190997-191003 | Tankcar Non-Pressure    | 7                      |  |
|                    |                         | <u>72</u>              |  |

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: \_\_\_\_\_

9/28/04



\_\_\_\_\_  
Robert W. Alvord