

RECORDATION NO.

25361-B  
FILED

DEC 21 '04 11-58 AM

SURFACE TRANSPORTATION BOARD

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

December 21, 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 Bill of Sale, dated as of December 21, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

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

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

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

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

Mr. Vernon A. Williams  
December 21, 2004  
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A description of the railroad equipment covered by the enclosed document is:

198 railcars:

TILX 005804 – TILX 005812  
TILX 100495 – TILX 100539  
TILX 110107 – TILX 110121  
TILX 191062 – TILX 191066  
TILX 200241 – TILX 200250  
TILX 270048 – TILX 270062  
TILX 302580 – TILX 302591  
TILX 302604 – TILX 302611  
TILX 302620 – TILX 302622  
TILX 302626 – TILX 302638  
TILX 302729 – TILX 302743  
TILX 302754 – TILX 302776  
TILX 302799 – TILX 302823

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

Bill of Sale.

Also enclosed is a check in the amount of \$32.00 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  
Enclosures

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**BILL OF SALE**

**SURFACE TRANSPORTATION BOARD**

TRINITY RAIL LEASING IV L.P., a Texas limited partnership (the "Seller"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid on behalf of TRLIV 2004-1E Railcar Statutory Trust, a Connecticut statutory trust (the "Owner Trust"), by U.S. Bank Trust National Association, a national banking association, not in its individual capacity except as expressly provided therein but solely as Owner Trustee (the "Owner Trustee"), under the Trust Agreement (TRLIV 2004-1E), dated as of December 21, 2004, by and between Owner Trustee (in such capacity) and The Fifth Third Leasing Company, an Ohio corporation (the "Owner Participant"), 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 the Owner Trust and its successors and assigns all right, title and interest of the Seller, in and to the items of railroad cars set forth on Schedule I hereto and any and all substitutions and replacements thereof, together with (A) any and all accessions, additions, improvements, appurtenances, accessories, parts and other equipment or property incorporated on, installed on or attached thereto, (B) 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 Equipment (or any substitutions or replacements thereof) (capitalized terms used in this clause (B) shall have the meaning as set forth in the Collateral Agency Agreement), (C) all Railroad Mileage Credits related thereto which have been delivered by the Seller pursuant to the Participation Agreement (TRLIV 2004-1E) dated as of December 21, 2004 (the "Participation Agreement"), by and among the Seller, Trinity Rail Leasing Trust II, a Delaware statutory trust, Trinity Industries Leasing Company, a Delaware corporation, Trinity Industries, Inc., a Delaware corporation, the Owner Trust, the Owner Trustee, the Owner Participant, Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity except as expressly provided therein but solely as pass through trustee under the Pass Through Trust Agreement, and as trustee under the Indenture, and Ambac Assurance Corporation, as Policy Provider, and all payments in respect of such credits, (D) all tort claims and other claims of any kind or nature related to such Equipment and any payments in respect of such claims and (E) all other payments owing by any Person (including any railroads or similar entities) in respect of or attributable to such Equipment or the use, loss, damage, casualty, condemnation of such Equipment or the Marks (as defined in the Collateral Agency Agreement) 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 Equipment by the manufacturer thereof (collectively, the "Equipment").

To have and to hold all and singular the rights to the Equipment to the Owner Trust and its successors and assigns for its and their own use and behalf forever.

And the Seller hereby warrants to the Owner Trust and its successors and assigns that at the time of delivery of the Equipment, the Seller has good and marketable legal and beneficial title to and good and lawful right to sell, the Equipment, and the Equipment is free and clear of all Liens (other than Permitted Liens of the type described in clauses (ii), (iii), (iv) and (v) of the definition thereof), and the Seller covenants that it will defend forever such title to the Equipment against the demands or claims of all Persons whomsoever (including, without

limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of the Equipment by the Seller hereunder. Notwithstanding the provisions above and its and the Owner Trust's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Owner Trust all right, title and interest of the Seller in the Equipment, 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 Owner Trust a security interest in the Equipment. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Participation Agreement provide that this Bill of Sale is other than a grant, bargain, sale, transfer, assignment and set over to the Owner Trust of all right, title and interest of the Seller in the Equipment. Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in Appendix A to the Equipment Lease Agreement (TRLIV 2004-1E), dated as of December 21, 2004, between the Seller, as Lessee, and the Owner Trust, as Lessor.

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 of the New York General Obligations Law.

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 parties hereto.

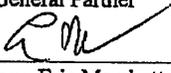
The Seller will duly execute and deliver to the Owner Trust such further documents and assurances and take such further action as the Owner Trust may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and propose of this Bill of Sale and to establish and protect the rights and remedies created or intended to be created in favor of the Owner Trust hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

\* \* \*

21<sup>st</sup> IN WITNESS WHEREOF, the Seller has caused this instrument to be executed on the  
day of December, 2004.

**TRINITY RAIL LEASING IV L.P.**

By: TILX GP IV, LLC,  
its General Partner

By:   
Name: Eric Marchetto  
Title: Vice President

STATE OF Texas }  
COUNTY OF Dallas }

SS:

On this 21<sup>st</sup> day of December, 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, General Partner of Trinity Rail Leasing IV L.P., that said instrument was signed on behalf of said limited partner 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.

Tommie G. Cain  
Notary Public

My Commission Expires:

Tommie G. Cain  
Notary Public, State of Texas  
My Commission Expires 5-13-2007

Schedule I

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

<u>Car Marks</u>	<u>Functional Group</u>	<u>Number of Units</u>	
TILX 005804 - 005812	Powerflow	9	
TILX 110107 - 110121	Tankcar Non-Pressure	15	
TILX 200241 - 200250	Tankcar Non-Pressure	10	
TILX 191062 - 191066	Tankcar Non-Pressure	5	
TILX 302626 - 302638	Tankcar Pressure	13	
TILX 100495 - 100539	Tankcar Non-Pressure	45	
TILX 302604 - 302611	Tankcar Pressure	8	
TILX 270048 - 270062	Tankcar Non-Pressure	15	
TILX 302729 - 302743	Tankcar Pressure	15	
TILX 302580 - 302591	Tankcar Pressure	12	
TILX 302620 - 302622	Tankcar Pressure	3	
TILX 302799 - 302823	Tankcar Pressure	25	
TILX 302754 - 302776	Tankcar Pressure	23	
		<hr/>	<hr/>
		198	

**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: December 21, 2004



Robert W. Alvord