

SEP 30 '05

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SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

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

September 30, 2005

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 Trust Indenture and Security Agreement dated as of September 30, 2005, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Indenture Trustee: The Bank of New York
48 Wall Street
New York, New York 10005

Owner Trustee: TXU Railcar Trust 2005-A
c/o Wilmington Trust Company, not in its
individual capacity, but solely as Owner
Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Lessee: TXU Energy Company LLC
Energy Plaza
1601 Bryan Street
Dallas, Texas 75201

Mr. Vernon A. Williams
September 30, 2005
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A description of the railroad equipment covered by the enclosed document is:

979 coal cars: TXUX 00050001 - TXUX 00050700 (except TXUX 00050049) and TXUX 00053001 - TXUX 00053280.

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

Memorandum of Equipment Lease Agreement and Trust Indenture and Security Agreement.

Also enclosed is a check in the amount of \$33.00 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 'R. Alvord', with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

MEMORANDUM OF EQUIPMENT LEASE AGREEMENT AND TRUST INDENTURE AND SECURITY AGREEMENT dated as of September 30, 2005, among TXU RAILCAR TRUST 2005-A, a Delaware statutory trust (the "*Trust*", or the "*Owner Trustee*", which term includes, if the context requires, WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Owner Trustee), TXU ENERGY COMPANY LLC, a Delaware limited liability company (the "*Lessee*") and THE BANK OF NEW YORK, a New York banking corporation (the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto in the Lease and the Indenture (referred to below).

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RECORDATION NO. 25868 FILED

Owner Trustee and Lessee have entered into that certain Equipment Lease Agreement (TXU Railcar Trust 2005-A) dated as of September 30, 2005 (the "*Lease*"), as supplemented by that certain Lease Supplement No. 1 (TXU Railcar Trust 2005-A) dated as of September 30, 2005 ("*Lease Supplement No. 1*") (the terms of which are incorporated herein by reference), covering the railroad equipment (the "*Equipment*") identified in Schedule A hereto, bearing the equipment numbers of the Lessee shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefore.

Owner Trustee and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (TXU Railcar Trust 2005-A) dated as of September 30, 2005 (the "*Indenture*"), as supplemented by that certain Indenture Supplement No. 1 (TXU Railcar Trust 2005-A) dated as of September 30, 2005 ("*Indenture Supplement No. 1*"), as security for the due and punctual payment of the principal of and Premium, if any, and interest on the Notes and all other amounts payable to or for the benefit of the Noteholders and Indenture Trustee under the Operative Documents and the performance and observance by Owner Participant, Lessee and Owner Trustee of their respective agreements and conditions applicable to them contained in the Operative Documents, Owner Trustee grants to Indenture Trustee a first priority security interest in and mortgage and charge on, all of Trust's estate, right, title and interest in and to the following described property, whether now owned or hereafter acquired (all such property, other than Excepted Property, being herein called the "*Trust Indenture Estate*"):

- (a) the Lease, including, without limitation, all rights of Owner Trust as Lessor thereunder and all amounts of Basic Rent, Supplemental Rent, insurance proceeds and other payments of any kind for or with respect to the Equipment payable thereunder;
- (b) the Equipment and all additions and alterations thereto, replacements thereof and substitutions therefor;
- (c) all rights of Owner Trust to restitution from any party to any Operative Document (other than the Tax Indemnity Agreement) in respect of any determination of invalidity thereof; all moneys and securities now or hereafter paid to or deposited with (or required to be paid to or deposited with) Indenture Trustee by or for the account of Owner Trust pursuant to the Indenture; and all instruments, documents of title, books and records of Owner

Trustee concerning the Trust Indenture Estate (other than income tax and other similar financial records relating to the Owner Participant's Commitment);

(d) the Participation Agreement and the Bills of Sale (including, without limitation, all rights to amounts paid or payable to Owner Trust thereunder and all rights to enforce payments);

(e) all other property and assets of whatever kind, nature or description, real, personal and mixed, and any interest therein, which may be acquired, received or held by Owner Trust pursuant to any Operative Document (other than the Tax Indemnity Agreement), wherever located and whether or not otherwise expressly subjected to the lien of the Indenture; and

(f) all proceeds, rents, issues, profits, products, revenues and other income from or on account of the property, rights and privileges subjected or required to be subjected to the lien of the Indenture.

BUT EXCLUDING from the foregoing all Excepted Property, as such term is defined under the Granting Clause of the Indenture.

The Lease, Lease Supplement No. 1, the Indenture and Indenture Supplement No. 1 shall be effective as of the respective dates thereof.

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

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of said railroad equipment by Owner Trustee, the leasehold interest therein of the Lessee, and the assignment to and mortgage of and grant of a security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

TXU ENERGY COMPANY LLC

By: _____

Name: Greg Wilks

Title: Assistant Treasurer

TXU RAILCAR TRUST 2005-A, acting through
WILMINGTON TRUST COMPANY, not in its
individual capacity, except as expressly provided
herein, but solely as Owner Trustee

By: _____

Name:

Title:

THE BANK OF NEW YORK,
as Indenture Trustee

By: _____

Name: Remo J. Reale

Title: Vice President

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of said railroad equipment by Owner Trustee, the leasehold interest therein of the Lessee, and the assignment to and mortgage of and grant of a security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

TXU ENERGY COMPANY LLC

By: _____
Name:
Title:

TXU RAILCAR TRUST 2005-A, acting through
WILMINGTON TRUST COMPANY, not in its
individual capacity, except as expressly provided
herein, but solely as Owner Trustee

By:  _____
Name: **W. Chris Sponenberg**
Title: **Vice President**

THE BANK OF NEW YORK,
as Indenture Trustee

By: _____
Name: Remo J. Reale
Title: Vice President

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of said railroad equipment by Owner Trustee, the leasehold interest therein of the Lessee, and the assignment to and mortgage of and grant of a security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

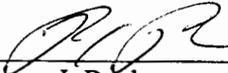
TXU ENERGY COMPANY LLC

By: _____
Name:
Title:

TXU RAILCAR TRUST 2005-A, acting through
WILMINGTON TRUST COMPANY, not in its
individual capacity, except as expressly provided
herein, but solely as Owner Trustee

By: _____
Name:
Title:

THE BANK OF NEW YORK,
as Indenture Trustee

By:  _____
Name: Rémo J. Reale
Title: Vice President

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

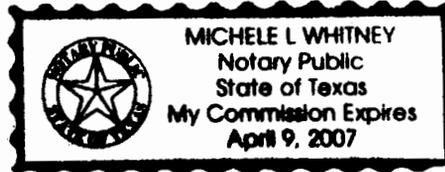
On this 29th day of September, 2005, before me personally appeared Greg Wilks, to me personally known, who, by me being duly sworn, says that he/she is Assistant Treasurer of TXU ENERGY COMPANY LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of said Delaware limited liability company by authority of its board of managers, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.



Notary Public

My commission expires

April 9, 2007



STATE OF Delaware)
COUNTY OF New Castle) ss.:

On this 28th day of September, 2005, before me personally appeared Chris Sporenberg, to me personally known, who, by me being duly sworn, says that he/she is Vice President of WILMINGTON TRUST COMPANY, a Delaware banking corporation, and that the foregoing instrument was signed on behalf of said Delaware banking 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 banking corporation.

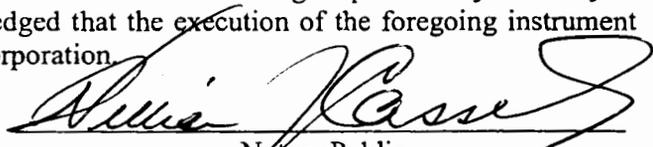
J. Christopher Murphy
Notary Public

My commission expires

J. CHRISTOPHER MURPHY
Notary Public - State of Delaware
My Comm. Expires June 23, 2007

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of September, 2005, before me personally appeared REMO J. REALE, to me personally known, who, by me being duly sworn, says that he/she is a Vice President of THE BANK OF NEW YORK, a New York banking corporation, and that the foregoing instrument was signed on behalf of said New York banking 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 banking corporation.



Notary Public

My commission expires

WILLIAM J. CASSELS
Notary Public, State of New York
No. 01CA5027729
Qualified in Bronx County
Commission Expires May 18, 2006

**Schedule A to
Memorandum of Lease and Indenture**

DESCRIPTION OF ITEMS OF EQUIPMENT

Equipment type	Builder	Car numbers	Number of cars
4200 cubic foot capacity coal cars	Trinity Rail	TXUX 00050001 – 000500048 , 0050048 inclusive, and 000500050 – 00050700, inclusive	699
4200 cubic foot capacity coal cars	Johnstown Rail	TXUX 00053001 - 00053280	280
Total			<u>979</u>