

RECORDATION NO. 25155-M FILED

SEP 28 '06 3:50 PM

SURFACE TRANSPORTATION BOARD

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

September 28, 2006

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 Pledged Equipment Bill of Sale (TRL-IV 2006 Substitution), dated as of September 28, 2006, 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 previously filed with the Board under Recordation Number 25155.

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 IV L.P.
2525 Stemmons Freeway
Dallas, Texas 75207]

Mr. Vernon A. Williams
September 28, 2006
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A description of the railroad equipment covered by the enclosed document is:

295 railcars: TILX 192755 – TILX 192854; TILX 251168 – TILX 251337;
TILX 251358 – TILX 251367; and TILX 251408 – TILX 251422.

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

Pledged Equipment Bill of Sale (TRL-IV 2006 Substitution).

Also enclosed is a check in the amount of \$34.00 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

RWA/sem
Enclosures

PLEGGED EQUIPMENT BILL OF SALE
(TRL-IV 2006 SUBSTITUTION)

SEP 28 '06

3-50 PM

September 28, 2006

SURFACE TRANSPORTATION BOARD

TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation ("TILC" or, used herein, the "Seller"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by TRINITY RAIL LEASING IV L.P., a Texas limited partnership (the "Limited Partnership"), under the Pledged Equipment Transfer and Assignment Agreement (TRL-IV 2006 Substitution) (the "Pledged Equipment Transfer and Assignment Agreement"), dated as of September 28, 2006, by and between the Seller and the Limited Partnership, 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 Limited Partnership and its successors and assigns all right, title, and interest of the Seller, in and to the items of Replacement Pledged Equipment 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 Replacement Pledged 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 (as defined in the Pledged Equipment Transfer and Assignment Agreement)), (C) all Railroad Mileage Credits related thereto which have been delivered by the Seller pursuant to the Pledged Equipment Transfer and Assignment Agreement, and all payments in respect of such credits, (D) all tort claims and other claims of any kind or nature related to such Replacement Pledged 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 Replacement Pledged Equipment or the use, loss, damage, casualty, condemnation of such Replacement Pledged 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 Replacement Pledged Equipment by the manufacturer thereof (collectively, the "Pledged Equipment").

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

And the Seller hereby warrants to the Limited Partnership and its successors and assigns that, at the time of delivery of the Pledged Equipment, the Seller has good and marketable legal and beneficial title to and good and lawful right to sell, the Pledged Equipment, and the Pledged Equipment is free and clear of all Liens (other than Permitted Liens of the type described in clauses (ii), (iii) and (iv) of the definition thereof); provided, however, that the Seller covenants that it will defend forever such title to the Pledged 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 Pledged Equipment by the Seller hereunder. Notwithstanding the provisions above and its and the Limited Partnership's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Limited Partnership all right, title and interest of the Seller in the Pledged 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 Limited Partnership a security interest in the Pledged Equipment. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Pledged Equipment Transfer and Assignment Agreement provide that this Bill of Sale is other than a grant, bargain, sale, transfer, assignment and set over to the Limited Partnership of all right, title and interest of the Seller in the Pledged Equipment. Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Pledged Equipment Transfer and Assignment Agreement.

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.

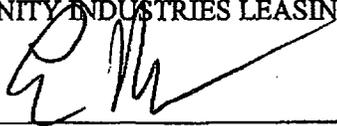
This Bill of Sale shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements (as defined in each Equipment Lease Agreement), no party hereto may assign their interests herein without the consent of the parties hereto.

The Seller will duly execute and deliver to the Limited Partnership such further documents and assurances and take such further action as the Limited Partnership 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 Limited Partnership hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

* * *

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name, by a duly authorized officer on and as of the date first written above.

TRINITY INDUSTRIES LEASING COMPANY

By: 

Name: Eric Marchetto

Title: Senior Vice President

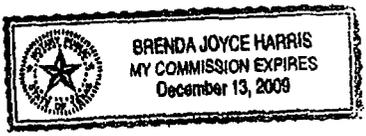
STATE OF Texas
COUNTY OF Dallas

SS:

On this 28 day of September, 2006, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Senior Vice President of Trinity Industries Leasing Company, that said instrument was signed on behalf of such 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 such entity.

Brenda Joyce Harris
Notary Public

My Commission Expires:



SCHEDULE I

(see attached)

Trinity Rail Leasing IV L.P.
Portfolio for Replacement

Schedule I

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Car Type</u>	<u>Invoice Date</u>	<u>Pool</u>
1	TILX192755	9441	Tank	4/18/2006	Pledged
2	TILX192756	9441	Tank	4/18/2006	Pledged
3	TILX192757	9441	Tank	4/28/2006	Pledged
4	TILX192758	9441	Tank	4/25/2006	Pledged
5	TILX192759	9441	Tank	4/28/2006	Pledged
6	TILX192760	9441	Tank	4/18/2006	Pledged
7	TILX192761	9441	Tank	4/25/2006	Pledged
8	TILX192762	9441	Tank	4/18/2006	Pledged
9	TILX192763	9441	Tank	4/18/2006	Pledged
10	TILX192764	9441	Tank	4/18/2006	Pledged
11	TILX192765	9441	Tank	4/18/2006	Pledged
12	TILX192766	9441	Tank	4/25/2006	Pledged
13	TILX192767	9441	Tank	4/28/2006	Pledged
14	TILX192768	9441	Tank	4/25/2006	Pledged
15	TILX192769	9441	Tank	4/18/2006	Pledged
16	TILX192770	9441	Tank	4/25/2006	Pledged
17	TILX192771	9441	Tank	4/18/2006	Pledged
18	TILX192772	9441	Tank	4/18/2006	Pledged
19	TILX192773	9441	Tank	4/18/2006	Pledged
20	TILX192774	9441	Tank	4/25/2006	Pledged
21	TILX192775	9441	Tank	4/18/2006	Pledged
22	TILX192776	9441	Tank	4/25/2006	Pledged
23	TILX192777	9441	Tank	4/18/2006	Pledged
24	TILX192778	9441	Tank	4/25/2006	Pledged
25	TILX192779	9441	Tank	4/18/2006	Pledged
26	TILX192780	9441	Tank	4/25/2006	Pledged
27	TILX192781	9441	Tank	4/25/2006	Pledged
28	TILX192782	9441	Tank	4/18/2006	Pledged
29	TILX192783	9441	Tank	4/25/2006	Pledged
30	TILX192784	9441	Tank	4/25/2006	Pledged
31	TILX192785	9441	Tank	4/28/2006	Pledged
32	TILX192786	9441	Tank	4/25/2006	Pledged
33	TILX192787	9441	Tank	4/25/2006	Pledged
34	TILX192788	9441	Tank	4/28/2006	Pledged
35	TILX192789	9441	Tank	4/28/2006	Pledged
36	TILX192790	9441	Tank	4/25/2006	Pledged
37	TILX192791	9441	Tank	4/25/2006	Pledged
38	TILX192792	9441	Tank	4/28/2006	Pledged
39	TILX192793	9441	Tank	4/25/2006	Pledged
40	TILX192794	9441	Tank	4/25/2006	Pledged
41	TILX192795	9441	Tank	4/25/2006	Pledged
42	TILX192796	9441	Tank	4/28/2006	Pledged
43	TILX192797	9441	Tank	4/28/2006	Pledged

Trinity Rail Leasing IV L.P.
Portfolio for Replacement

Schedule I

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Car Type</u>	<u>Invoice Date</u>	<u>Pool</u>
44	TILX192798	9441	Tank	4/25/2006	Pledged
45	TILX192799	9441	Tank	4/25/2006	Pledged
46	TILX192800	9441	Tank	4/28/2006	Pledged
47	TILX192801	9441	Tank	4/28/2006	Pledged
48	TILX192802	9441	Tank	4/28/2006	Pledged
49	TILX192803	9441	Tank	4/28/2006	Pledged
50	TILX192804	9441	Tank	4/28/2006	Pledged
51	TILX192805	9441	Tank	4/25/2006	Pledged
52	TILX192806	9441	Tank	4/28/2006	Pledged
53	TILX192807	9441	Tank	4/25/2006	Pledged
54	TILX192808	9441	Tank	4/28/2006	Pledged
55	TILX192809	9441	Tank	4/25/2006	Pledged
56	TILX192810	9441	Tank	4/25/2006	Pledged
57	TILX192811	9441	Tank	4/28/2006	Pledged
58	TILX192812	9441	Tank	4/28/2006	Pledged
59	TILX192813	9441	Tank	5/26/2006	Pledged
60	TILX192814	9441	Tank	5/26/2006	Pledged
61	TILX192815	9441	Tank	5/26/2006	Pledged
62	TILX192816	9441	Tank	5/26/2006	Pledged
63	TILX192817	9441	Tank	5/26/2006	Pledged
64	TILX192818	9441	Tank	5/26/2006	Pledged
65	TILX192819	9441	Tank	5/26/2006	Pledged
66	TILX192820	9441	Tank	4/28/2006	Pledged
67	TILX192821	9441	Tank	5/26/2006	Pledged
68	TILX192822	9441	Tank	4/28/2006	Pledged
69	TILX192823	9441	Tank	5/26/2006	Pledged
70	TILX192824	9441	Tank	4/28/2006	Pledged
71	TILX192825	9441	Tank	5/26/2006	Pledged
72	TILX192826	9441	Tank	5/26/2006	Pledged
73	TILX192827	9441	Tank	4/28/2006	Pledged
74	TILX192828	9441	Tank	4/28/2006	Pledged
75	TILX192829	9441	Tank	4/28/2006	Pledged
76	TILX192830	9441	Tank	4/28/2006	Pledged
77	TILX192831	9441	Tank	5/26/2006	Pledged
78	TILX192832	9441	Tank	4/28/2006	Pledged
79	TILX192833	9441	Tank	4/28/2006	Pledged
80	TILX192834	9441	Tank	4/28/2006	Pledged
81	TILX192835	9441	Tank	4/28/2006	Pledged
82	TILX192836	9441	Tank	4/28/2006	Pledged
83	TILX192837	9441	Tank	5/26/2006	Pledged
84	TILX192838	9441	Tank	5/26/2006	Pledged
85	TILX192839	9441	Tank	5/26/2006	Pledged
86	TILX192840	9441	Tank	5/26/2006	Pledged

Trinity Rail Leasing IV L.P.
Portfolio for Replacement

Schedule I

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Car Type</u>	<u>Invoice Date</u>	<u>Pool</u>
87	TILX192841	9441	Tank	5/26/2006	Pledged
88	TILX192842	9441	Tank	5/26/2006	Pledged
89	TILX192843	9441	Tank	5/26/2006	Pledged
90	TILX192844	9441	Tank	5/26/2006	Pledged
91	TILX192845	9441	Tank	5/26/2006	Pledged
92	TILX192846	9441	Tank	5/26/2006	Pledged
93	TILX192847	9441	Tank	5/26/2006	Pledged
94	TILX192848	9441	Tank	5/26/2006	Pledged
95	TILX192849	9441	Tank	5/26/2006	Pledged
96	TILX192850	9441	Tank	5/26/2006	Pledged
97	TILX192851	9441	Tank	5/26/2006	Pledged
98	TILX192852	9441	Tank	5/26/2006	Pledged
99	TILX192853	9441	Tank	5/26/2006	Pledged
100	TILX192854	9441	Tank	5/31/2006	Pledged
101	TILX251168	1240	Tank	2/27/2006	Pledged
102	TILX251169	1240	Tank	2/27/2006	Pledged
103	TILX251170	1240	Tank	3/3/2006	Pledged
104	TILX251171	1240	Tank	3/7/2006	Pledged
105	TILX251172	1240	Tank	3/3/2006	Pledged
106	TILX251173	1240	Tank	2/28/2006	Pledged
107	TILX251174	1240	Tank	2/27/2006	Pledged
108	TILX251175	1240	Tank	3/2/2006	Pledged
109	TILX251176	1240	Tank	2/27/2006	Pledged
110	TILX251177	1240	Tank	3/3/2006	Pledged
111	TILX251178	1240	Tank	2/27/2006	Pledged
112	TILX251179	1240	Tank	3/3/2006	Pledged
113	TILX251180	1240	Tank	3/14/2006	Pledged
114	TILX251181	1240	Tank	3/14/2006	Pledged
115	TILX251182	1240	Tank	3/7/2006	Pledged
116	TILX251183	1240	Tank	3/14/2006	Pledged
117	TILX251184	1240	Tank	3/7/2006	Pledged
118	TILX251185	1240	Tank	3/3/2006	Pledged
119	TILX251186	1240	Tank	3/14/2006	Pledged
120	TILX251187	1240	Tank	3/14/2006	Pledged
121	TILX251188	1240	Tank	3/14/2006	Pledged
122	TILX251189	1240	Tank	3/14/2006	Pledged
123	TILX251190	1240	Tank	3/21/2006	Pledged
124	TILX251191	1240	Tank	3/21/2006	Pledged
125	TILX251192	1240	Tank	3/15/2006	Pledged
126	TILX251193	1240	Tank	3/2/2006	Pledged
127	TILX251194	1240	Tank	2/28/2006	Pledged
128	TILX251195	1240	Tank	2/27/2006	Pledged
129	TILX251196	1240	Tank	2/28/2006	Pledged

Trinity Rail Leasing IV L.P.
Portfolio for Replacement

Schedule I

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Car Type</u>	<u>Invoice Date</u>	<u>Pool</u>
130	TILX251197	1240	Tank	2/27/2006	Pledged
131	TILX251198	1240	Tank	3/3/2006	Pledged
132	TILX251199	1240	Tank	3/3/2006	Pledged
133	TILX251200	1240	Tank	3/3/2006	Pledged
134	TILX251201	1240	Tank	3/3/2006	Pledged
135	TILX251202	1240	Tank	3/3/2006	Pledged
136	TILX251203	1240	Tank	3/14/2006	Pledged
137	TILX251204	1240	Tank	3/7/2006	Pledged
138	TILX251205	1240	Tank	3/14/2006	Pledged
139	TILX251206	1240	Tank	3/15/2006	Pledged
140	TILX251207	1240	Tank	3/7/2006	Pledged
141	TILX251208	1240	Tank	3/14/2006	Pledged
142	TILX251209	1240	Tank	3/14/2006	Pledged
143	TILX251210	1240	Tank	3/21/2006	Pledged
144	TILX251211	1240	Tank	3/14/2006	Pledged
145	TILX251212	1240	Tank	3/14/2006	Pledged
146	TILX251213	1240	Tank	3/14/2006	Pledged
147	TILX251214	1240	Tank	3/14/2006	Pledged
148	TILX251215	1240	Tank	3/14/2006	Pledged
149	TILX251216	1240	Tank	3/15/2006	Pledged
150	TILX251217	1240	Tank	3/14/2006	Pledged
151	TILX251218	1240	Tank	3/15/2006	Pledged
152	TILX251219	1240	Tank	3/14/2006	Pledged
153	TILX251220	1240	Tank	3/21/2006	Pledged
154	TILX251221	1240	Tank	3/14/2006	Pledged
155	TILX251222	1240	Tank	3/14/2006	Pledged
156	TILX251223	1240	Tank	3/21/2006	Pledged
157	TILX251224	1240	Tank	3/21/2006	Pledged
158	TILX251225	1240	Tank	3/21/2006	Pledged
159	TILX251226	1240	Tank	3/21/2006	Pledged
160	TILX251227	1240	Tank	3/15/2006	Pledged
161	TILX251228	1240	Tank	3/21/2006	Pledged
162	TILX251229	1240	Tank	3/22/2006	Pledged
163	TILX251230	1240	Tank	3/21/2006	Pledged
164	TILX251231	1240	Tank	3/21/2006	Pledged
165	TILX251232	1240	Tank	3/21/2006	Pledged
166	TILX251233	1240	Tank	3/21/2006	Pledged
167	TILX251234	1240	Tank	3/21/2006	Pledged
168	TILX251235	1240	Tank	3/21/2006	Pledged
169	TILX251236	1240	Tank	3/21/2006	Pledged
170	TILX251237	1240	Tank	3/21/2006	Pledged
171	TILX251238	1240	Tank	3/21/2006	Pledged
172	TILX251239	1240	Tank	3/22/2006	Pledged

Trinity Rail Leasing IV L.P.
Portfolio for Replacement

Schedule I

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Car Type</u>	<u>Invoice Date</u>	<u>Pool</u>
173	TILX251240	1240	Tank	3/22/2006	Pledged
174	TILX251241	1240	Tank	3/22/2006	Pledged
175	TILX251242	1240	Tank	3/23/2006	Pledged
176	TILX251243	1240	Tank	3/22/2006	Pledged
177	TILX251244	1240	Tank	3/23/2006	Pledged
178	TILX251245	1240	Tank	3/27/2006	Pledged
179	TILX251246	1240	Tank	3/24/2006	Pledged
180	TILX251247	1240	Tank	3/28/2006	Pledged
181	TILX251248	1240	Tank	3/24/2006	Pledged
182	TILX251249	1240	Tank	3/27/2006	Pledged
183	TILX251250	1240	Tank	3/24/2006	Pledged
184	TILX251251	1240	Tank	3/24/2006	Pledged
185	TILX251252	1240	Tank	3/28/2006	Pledged
186	TILX251253	1240	Tank	3/28/2006	Pledged
187	TILX251254	1240	Tank	3/30/2006	Pledged
188	TILX251255	1240	Tank	3/30/2006	Pledged
189	TILX251256	1240	Tank	3/28/2006	Pledged
190	TILX251257	1240	Tank	3/30/2006	Pledged
191	TILX251258	1240	Tank	3/30/2006	Pledged
192	TILX251259	1240	Tank	3/30/2006	Pledged
193	TILX251260	1240	Tank	3/30/2006	Pledged
194	TILX251261	1240	Tank	3/30/2006	Pledged
195	TILX251262	1240	Tank	4/5/2006	Pledged
196	TILX251263	1240	Tank	4/5/2006	Pledged
197	TILX251264	1240	Tank	4/14/2006	Pledged
198	TILX251265	1240	Tank	4/6/2006	Pledged
199	TILX251266	1240	Tank	4/13/2006	Pledged
200	TILX251267	1240	Tank	4/13/2006	Pledged
201	TILX251268	1240	Tank	4/14/2006	Pledged
202	TILX251269	1240	Tank	4/20/2006	Pledged
203	TILX251270	1240	Tank	4/13/2006	Pledged
204	TILX251271	1240	Tank	4/14/2006	Pledged
205	TILX251272	1240	Tank	4/13/2006	Pledged
206	TILX251273	1240	Tank	4/18/2006	Pledged
207	TILX251274	1240	Tank	4/14/2006	Pledged
208	TILX251275	1240	Tank	4/13/2006	Pledged
209	TILX251276	1240	Tank	4/13/2006	Pledged
210	TILX251277	1240	Tank	4/13/2006	Pledged
211	TILX251278	1240	Tank	4/19/2006	Pledged
212	TILX251279	1240	Tank	4/13/2006	Pledged
213	TILX251280	1240	Tank	4/13/2006	Pledged
214	TILX251281	1240	Tank	4/13/2006	Pledged
215	TILX251282	1240	Tank	4/13/2006	Pledged

Trinity Rail Leasing IV L.P.
Portfolio for Replacement

Schedule I

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Car Type</u>	<u>Invoice Date</u>	<u>Pool</u>
216	TILX251283	1240	Tank	4/25/2006	Pledged
217	TILX251284	1240	Tank	4/13/2006	Pledged
218	TILX251285	1240	Tank	4/13/2006	Pledged
219	TILX251286	1240	Tank	4/19/2006	Pledged
220	TILX251287	1240	Tank	4/13/2006	Pledged
221	TILX251288	1240	Tank	4/13/2006	Pledged
222	TILX251289	1240	Tank	4/18/2006	Pledged
223	TILX251290	1240	Tank	4/18/2006	Pledged
224	TILX251291	1240	Tank	4/18/2006	Pledged
225	TILX251292	1240	Tank	4/19/2006	Pledged
226	TILX251293	1240	Tank	4/18/2006	Pledged
227	TILX251294	1240	Tank	4/19/2006	Pledged
228	TILX251295	1240	Tank	4/18/2006	Pledged
229	TILX251296	1240	Tank	4/18/2006	Pledged
230	TILX251297	1240	Tank	4/19/2006	Pledged
231	TILX251298	1240	Tank	4/18/2006	Pledged
232	TILX251299	1240	Tank	4/25/2006	Pledged
233	TILX251300	1240	Tank	4/20/2006	Pledged
234	TILX251301	1240	Tank	5/2/2006	Pledged
235	TILX251302	1240	Tank	4/20/2006	Pledged
236	TILX251303	1240	Tank	4/25/2006	Pledged
237	TILX251304	1240	Tank	4/25/2006	Pledged
238	TILX251305	1240	Tank	4/25/2006	Pledged
239	TILX251306	1240	Tank	4/25/2006	Pledged
240	TILX251307	1240	Tank	4/24/2006	Pledged
241	TILX251308	1240	Tank	4/24/2006	Pledged
242	TILX251309	1240	Tank	4/24/2006	Pledged
243	TILX251310	1240	Tank	4/25/2006	Pledged
244	TILX251311	1240	Tank	4/25/2006	Pledged
245	TILX251312	1240	Tank	4/25/2006	Pledged
246	TILX251313	1240	Tank	5/2/2006	Pledged
247	TILX251314	1240	Tank	4/27/2006	Pledged
248	TILX251315	1240	Tank	4/25/2006	Pledged
249	TILX251316	1240	Tank	4/25/2006	Pledged
250	TILX251317	1240	Tank	4/27/2006	Pledged
251	TILX251318	1240	Tank	5/9/2006	Pledged
252	TILX251319	1240	Tank	5/2/2006	Pledged
253	TILX251320	1240	Tank	5/2/2006	Pledged
254	TILX251321	1240	Tank	4/27/2006	Pledged
255	TILX251322	1240	Tank	5/2/2006	Pledged
256	TILX251323	1240	Tank	4/25/2006	Pledged
257	TILX251324	1240	Tank	5/2/2006	Pledged
258	TILX251325	1240	Tank	5/2/2006	Pledged

Trinity Rail Leasing IV L.P.
Portfolio for Replacement

Schedule I

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Car Type</u>	<u>Invoice Date</u>	<u>Pool</u>
259	TILX251326	1240	Tank	5/4/2006	Pledged
260	TILX251327	1240	Tank	5/11/2006	Pledged
261	TILX251328	1240	Tank	5/4/2006	Pledged
262	TILX251329	1240	Tank	5/2/2006	Pledged
263	TILX251330	1240	Tank	5/8/2006	Pledged
264	TILX251331	1240	Tank	5/2/2006	Pledged
265	TILX251332	1240	Tank	5/2/2006	Pledged
266	TILX251333	1240	Tank	5/8/2006	Pledged
267	TILX251334	1240	Tank	5/11/2006	Pledged
268	TILX251335	1240	Tank	5/2/2006	Pledged
269	TILX251336	1240	Tank	5/4/2006	Pledged
270	TILX251337	1240	Tank	5/8/2006	Pledged
271	TILX251408	1240	Tank	6/26/2006	Pledged
272	TILX251409	1240	Tank	6/26/2006	Pledged
273	TILX251410	1240	Tank	6/26/2006	Pledged
274	TILX251411	1240	Tank	6/28/2006	Pledged
275	TILX251412	1240	Tank	6/28/2006	Pledged
276	TILX251413	1240	Tank	6/28/2006	Pledged
277	TILX251414	1240	Tank	6/29/2006	Pledged
278	TILX251415	1240	Tank	6/26/2006	Pledged
279	TILX251416	1240	Tank	6/30/2006	Pledged
280	TILX251417	1240	Tank	6/28/2006	Pledged
281	TILX251418	1240	Tank	6/29/2006	Pledged
282	TILX251419	1240	Tank	6/28/2006	Pledged
283	TILX251420	1240	Tank	6/29/2006	Pledged
284	TILX251421	1240	Tank	6/30/2006	Pledged
285	TILX251422	1240	Tank	6/30/2006	Pledged
286	TILX251358	31189	Tank	2/15/2006	Pledged
287	TILX251359	31189	Tank	2/15/2006	Pledged
288	TILX251360	31189	Tank	2/15/2006	Pledged
289	TILX251361	31189	Tank	2/15/2006	Pledged
290	TILX251362	31189	Tank	2/15/2006	Pledged
291	TILX251363	31189	Tank	2/15/2006	Pledged
292	TILX251364	31189	Tank	2/15/2006	Pledged
293	TILX251365	31189	Tank	2/15/2006	Pledged
294	TILX251366	31189	Tank	2/15/2006	Pledged
295	TILX251367	31189	Tank	2/15/2006	Pledged

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: September 28, 2006



Edward M. Luria