

RECORDATION NO. 24249-B FILED

JUN 05 '03

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SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

June 5, 2003

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 Lease, dated as of June 5, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Bill of Sale and Assignment and Assumption Agreement which was previously filed with the Board under Recordation Number 24249-A.

The name and address of the party to the enclosed document are:

Lessor: Trinity Rail Leasing Trust II (as assignee of
Trinity Industries Leasing Company)
2525 Stemmons Freeway
Dallas, Texas 75207

[Lessee: Broin Enterprises, Inc.
851 Washington Street
Scotland, South Dakota 57059]

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

217 railcars: TILX 635100 – TILX 635316.

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

Memorandum of Lease.

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
Enclosures

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MEMORANDUM OF LEASES

SURFACE TRANSPORTATION BOARD

Trinity Rail Leasing Trust II, a Delaware statutory trust ("Lessor"), having an office at 2525 Stemmons Freeway, Dallas, Texas 75207, is a party to the following (unfiled) leases:

Lease One:

Rider One (1) to Railroad Car Lease Agreement, effective July 11, 2002 ("Rider One"), between Lessor (as assignee of Trinity Industries Leasing Company), as lessor, and Broin Enterprises, Inc., a South Dakota corporation, having an office at 851 Washington Street, Scotland, South Dakota 57059 ("Lessee"), as lessee, as Rider One incorporates the terms and conditions of that certain Railroad Car Lease Agreement, made July 11, 2002, between Lessor (as assignee of Trinity Industries Leasing Company), as lessor, and Lessee, as lessee ("Master Lease"), covering the railcars listed on Annex A attached hereto.

Lease Two

Rider Two (2) to Railroad Car Lease Agreement, effective July 11, 2002 ("Rider Two"), between Lessor (as assignee of Trinity Industries Leasing Company), as lessor, and Lessee, as lessee, as Rider Two incorporates the terms and conditions of the Master Lease, covering the railcars listed on Annex A attached hereto.

Lease 3

Rider Three (3) to Railroad Car Lease Agreement, effective July 11, 2002 ("Rider Three"), between Lessor (as assignee of Trinity Industries Leasing Company), as lessor, and Lessee, as lessee, as Rider Three incorporates the terms and conditions of the Master Lease, covering the railcars listed on Annex A attached hereto.

Lease 5

Rider Five (5) to Railroad Car Lease Agreement, effective March 1, 2003 ("Rider Five"), between Lessor (as assignee of Trinity Industries Leasing Company), as lessor, and Lessee, as lessee, as Rider Five incorporates the terms and conditions of the Master Lease, covering the railcars listed on Annex A attached hereto.

Lease 6

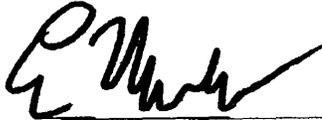
Rider Six (6) to Railroad Car Lease Agreement, effective March 1, 2003 ("Rider Six"), between Lessor (as assignee of Trinity Industries Leasing Company), as lessor, and Lessee, as lessee, as Rider Six incorporates the terms and conditions of the Master Lease, covering the railcars listed on Annex A attached hereto.

Lease 7

Rider Seven (7) to Railroad Car Lease Agreement, effective March 1, 2003 ("Rider Seven"), between Lessor (as assignee of Trinity Industries Leasing Company), as lessor, and Lessee, as lessee, as Rider Seven incorporates the terms and conditions of the Master Lease, covering the railcars listed on Annex A attached hereto.

Dated as of June 5, 2003

TRINITY RAIL LEASING TRUST II

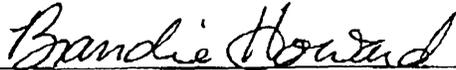


Name: ERIC MARCHETTO
Title: VICE PRESIDENT

STATE OF TEXAS)
)
COUNTY OF DALLS)
)

On this, the 5th day June, 2003, before me, a Notary Public in and for said County and State, personally appeared Eric Marchetto, a Vice President of Trinity Rail Leasing Trust II, who acknowledged himself to be a duly authorized officer of Trinity Rail Leasing Trust II and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: Brandie Howard
Notary Public

My Commission Expires: 12/28/05



Annex A

Railcars

<u>Lease No.</u>	<u># Cars</u>	<u>Year Built</u>	<u>Description</u>	<u>Reporting Marks</u>
1	60	2002	6,351 c.f. covered quadruple hopper cars equipped with trough hatches and gravity discharge gates	TILX 635100-635159
2	60	2002	6,351 c.f. covered quadruple hopper cars equipped with trough hatches and gravity discharge gates	TILX 635160-635189, 635220-635249
3	60	2002	6,351 c.f. covered quadruple hopper cars equipped with trough hatches and gravity discharge gates	TILX 635257-635316
5	15	2003	6,351 c.f. covered quadruple hopper cars equipped with trough hatches and gravity discharge gates	TILX 635190-635204
6	15	2003	6,351 c.f. covered quadruple hopper cars equipped with trough hatches and gravity discharge gates	TILX 635205-635219
7	7	2003	6,351 c.f. covered quadruple hopper cars equipped with trough hatches and gravity discharge gates	TILX 635250-635256

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: _____

6/5/03



Robert W. Alvord