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JUN 06 '03 11:49 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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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 Partial Release of Certain Railcars and Leases from Security Agreement, 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 Memorandum of Security Agreement which was previously filed with the Board under Recordation Number 24339.

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

Agent for the
Secured Parties: Credit Suisse First Boston,
New York Branch
Eleven Madison Avenue
New York, NY 10010

[Borrower: Trinity Rail Leasing Trust II
2525 Stemmons Freeway
Dallas, Texas 75207]

Mr. Vernon A. Williams
June 5, 2003
Page 2

A description of the railroad equipment covered by the enclosed document is:

96 railcars: TILX 635503 – TILX 635598.

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

Partial Release of Certain Railcars and Leases from Security Agreement.

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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PARTIAL RELEASE OF CERTAIN RAILCARS AND LEASES JUN 6 '03 11:49 AM
FROM SECURITY AGREEMENT
SURFACE TRANSPORTATION BOARD

This Partial Release of Certain Railcars and Leases from Security Agreement, dated as of June 5, 2003, is made by Credit Suisse First Boston, New York Branch ("CSFB"), as agent for the Secured Parties (as defined in the Security Agreement, as defined below).

WHEREAS, CSFB and Trinity Rail Leasing Trust II ("TRLT-II") entered into a Security Agreement dated as of June 27, 2002 (the "Security Agreement"), pursuant to which CSFB for the ratable benefit of the Secured Parties (as defined in the Security Agreement) acquired a security interest in all assets of TRLT-II, including without limitation, certain railroad equipment described on and bearing the reporting marks and road numbers as provided on Exhibit A ("Railcars") and certain leases relating to such Railcars as described on Exhibit B (the "Leases"). A Memorandum of Security Agreement relating to such Railcars and Leases is on file at the Surface Transportation Board under Recordation No. 24339 filed on February 28, 2003 at 12:31 p.m.

WHEREAS, the lien on the Railcars and Leases more specifically described on Exhibits A and B attached hereto has been released by CSFB and CSFB claims no lien or security interest in said Railcars or Leases.

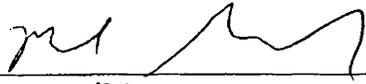
NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. CSFB, as agent for the Secured Parties (as defined in the Security Agreement), hereby terminates, releases and discharges its security interests, liens, claims and other encumbrances in the Railcars and Leases under the Security Agreement.
2. In order to avoid any confusion or doubt, CSFB represents and warrants that:
 - a) As listed on Exhibit B hereto, reference to "Lessee Number 831" means Cargill Incorporated and pertains to Rider Six (6) to Railroad Car Lease Agreement, effective November 12, 2002, between TRLT-II (as assignee of Trinity Industries Leasing Company), as lessor, and Cargill Incorporated, as lessee, incorporating the terms and conditions of that certain Railroad Car Lease Agreement, made May 20, 1985, between TRLT-II (as assignee of Trinity Industries Leasing Company), as lessor, and Cargill Incorporated, as lessee.

IN WITNESS WHEREOF, CSFB has caused this Release to be executed by its authorized officer as of the day and year first above written.

CREDIT SUISSE FIRST BOSTON,
NEW YORK BRANCH

By: 
Name: **MARK LENGEL**
Title: **DIRECTOR**

By: 
Name: **Mark Golombek**
Title: **Vice President**

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

Before me, a Notary Public of the State and County aforesaid, personally appeared Mark Dengel, who upon oath, acknowledged himself/herself to be a Director of Credit Suisse First Boston, New York Branch, and that s/he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such bank by him/herself as such officer of Credit Suisse First Boston, New York Branch.

WITNESS my hand and official seal this 3rd day of June, 2003.

Vivienne I. Bent
Notary Public
Vivienne I. Bent
Notary Public, State of New York
No. 01BE6050122
Qualified in Kings County
Commission Expires October 30, 2006

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

Before me, a Notary Public of the State and County aforesaid, personally appeared Mark Gabmbeck, who upon oath, acknowledged himself/herself to be a Vice President of Credit Suisse First Boston, New York Branch, and that s/he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such bank by him/herself as such officer of Credit Suisse First Boston, New York Branch.

WITNESS my hand and official seal this 3rd day of June, 2003.

Vivienne I. Bent
Notary Public
Vivienne I. Bent
Notary Public, State of New York
No. 01BE6050122
Qualified in Kings County
Commission Expires October 30, 2006

EXHIBIT A

Railcars

<u># Cars</u>	<u>Description</u>	<u>Reporting Marks</u>
96	6,351 c.f. covered quadruple hopper cars with trough hatches and gravity discharge gates	TILX 635503 - 635598

EXHIBIT B

Leases

<u>Lessee Number</u>	<u>Lessee</u>
831	Cargill, Inc.

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