

RECORDATION NO. 24686-S FILED

DEC 13 '04 3-27 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

December 10, 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 Assignment and Assumption, dated September 23, 2004, 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 previously filed with the Board under Recordation Number 24686

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

Assignor: Trinity Rail Leasing Trust II
2525 Stemmons Freeway
Dallas, Texas 75207

Assignee: Trinity Rail Leasing III, L.P.
2525 Stemmons Freeway
Dallas, Texas 75207

Mr. Vernon A. Williams
December 10, 2004
Page 2

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

103 railcars: TILX 635768 – TILX 635870.

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

Assignment and Assumption.

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,

Handwritten signature of Robert W. Alvord in cursive script.

Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO.

2460-5
FILED

DEC 13 '04

3-27 PM

ASSIGNMENT AND ASSUMPTION

SURFACE TRANSPORTATION BOARD

TRINITY RAIL LEASING TRUST II, a Delaware statutory trust (the "Assignor"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to TRINITY RAIL LEASING III L.P., a Texas limited partnership (the "Limited Partnership"), and the Limited Partnership hereby acquires and assumes from the Assignor, all of the Assignor's right, title and interest in and to the Existing Equipment Subleases set forth on Schedule 2 hereto (relating to the railcars identified on Schedule 1 hereto), any and all income and proceeds thereof and any and all obligations of the Assignor thereunder arising on and after the date hereof. This assignment and assumption is made under the Transfer and Assignment Agreement, dated as of September 23, 2004, by and between the Assignor and the Limited Partnership (the "Agreement").

The Assignor hereby warrants to the Limited Partnership and its successors and assigns that at the time of assignment of the Existing Equipment Subleases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Existing Equipment Subleases free and clear of all Liens (other than subleases of the Existing Equipment Subleases by the Sublessees as expressly permitted by the Existing Equipment Subleases and other than Permitted Liens of the type described in clauses (ii), (iii) and (iv) of the definition thereof), and the Assignor covenants that it will defend forever such title to the Existing Equipment Subleases 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 assignment of the Existing Equipment Subleases by the Assignor hereunder. Notwithstanding the provisions above and its and the Limited Partnership's intent that the Assignor transfer, assign and otherwise convey and grant to the Limited Partnership all right, title and interest of the Assignor in the Existing Equipment Subleases, as a precaution only, in the event of any challenge to this Assignment and Assumption as being in the nature of an absolute assignment rather than a financing, the Assignor hereby also grants the Limited Partnership a security interest in the Existing Equipment Subleases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Agreement provide that this TRLTII Assignment and Assumption is other than a transfer, assignment and otherwise conveyance and grant to the Limited Partnership of all right, title and interest of the Assignor in the Existing Equipment Subleases.

The Limited Partnership hereby assumes, and agrees it is unconditionally bound in respect of, as of the Closing Date, all duties and obligations of the Assignor under the Existing Equipment Subleases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Agreement.

This TRLTII Assignment and Assumption 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 TRLTII Assignment and Assumption 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 Assignor 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 TRLTII Assignment and Assumption 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 parties hereto have caused this instrument to be duly executed on the 23rd day of September, 2004.

TRINITY RAIL LEASING TRUST II

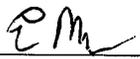
By: 

Name: Eric Marchetto

Title: Vice President

TRINITY RAIL LEASING III L.P.

By: TILX GP III LLC,
its General Partner

By: 

Name: Eric Marchetto

Title: Vice President

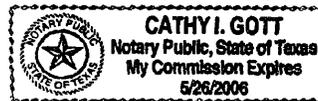
STATE OF Texas }
COUNTY OF Dallas }

SS:

On this 23 day of September, 2004, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of Trinity Rail Leasing Trust II, 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.

Cathy I. Gott
Notary Public

My Commission Expires: 5-26-2006



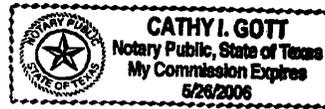
STATE OF Texas }
COUNTY OF Dallas }

SS:

On this 23 day of September, 2004, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP III, LLC, General Partner of Trinity Rail Leasing III 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 III 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.

Cathy G. Gott
Notary Public

My Commission Expires: 5-26-2006



**TRINITY RAIL LEASING III
CN SALE RAILCAR REPLACEMENT**

Exhibit A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
1	TILX635768	25546	12/31/2003	Freight
2	TILX635769	25546	12/30/2003	Freight
3	TILX635770	25546	12/31/2003	Freight
4	TILX635771	25546	12/31/2003	Freight
5	TILX635772	25546	12/30/2003	Freight
6	TILX635773	25546	12/30/2003	Freight
7	TILX635774	25546	12/30/2003	Freight
8	TILX635775	25546	12/30/2003	Freight
9	TILX635776	25546	12/30/2003	Freight
10	TILX635777	25546	12/30/2003	Freight
11	TILX635778	25546	12/30/2003	Freight
12	TILX635779	25546	12/31/2003	Freight
13	TILX635780	25546	12/30/2003	Freight
14	TILX635781	25546	12/30/2003	Freight
15	TILX635782	25546	12/30/2003	Freight
16	TILX635783	25546	12/30/2003	Freight
17	TILX635784	25546	12/30/2003	Freight
18	TILX635785	25546	12/30/2003	Freight
19	TILX635786	25546	12/30/2003	Freight
20	TILX635787	25546	12/30/2003	Freight
21	TILX635788	25546	12/30/2003	Freight
22	TILX635789	25546	12/30/2003	Freight
23	TILX635790	25546	12/30/2003	Freight
24	TILX635791	25546	12/30/2003	Freight
25	TILX635792	25546	12/30/2003	Freight
26	TILX635793	25546	12/30/2003	Freight
27	TILX635794	25546	12/30/2003	Freight
28	TILX635795	25546	12/30/2003	Freight
29	TILX635796	25546	12/30/2003	Freight
30	TILX635797	25546	12/30/2003	Freight
31	TILX635798	25546	12/30/2003	Freight
32	TILX635799	25546	12/30/2003	Freight
33	TILX635800	25546	12/30/2003	Freight
34	TILX635801	25546	12/30/2003	Freight
35	TILX635802	25546	1/27/2004	Freight
36	TILX635803	25546	12/30/2003	Freight
37	TILX635804	25546	12/30/2003	Freight
38	TILX635805	25546	12/30/2003	Freight
39	TILX635806	25546	12/30/2003	Freight
40	TILX635807	25546	12/30/2003	Freight
41	TILX635808	25546	12/30/2003	Freight
42	TILX635809	25546	12/30/2003	Freight
43	TILX635810	25546	12/30/2003	Freight
44	TILX635811	25546	12/30/2003	Freight
45	TILX635812	25546	12/30/2003	Freight

TRINITY RAIL LEASING III
CN SALE RAILCAR REPLACEMENT

Exhibit A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
46	TILX635813	25546	12/30/2003	Freight
47	TILX635814	25546	1/27/2004	Freight
48	TILX635815	25546	12/30/2003	Freight
49	TILX635816	25546	12/30/2003	Freight
50	TILX635817	25546	12/30/2003	Freight
51	TILX635818	25546	12/30/2003	Freight
52	TILX635819	25546	12/30/2003	Freight
53	TILX635820	25546	12/30/2003	Freight
54	TILX635821	25546	12/30/2003	Freight
55	TILX635822	25546	12/30/2003	Freight
56	TILX635823	25546	12/30/2003	Freight
57	TILX635824	25546	12/30/2003	Freight
58	TILX635825	25546	12/30/2003	Freight
59	TILX635826	25546	12/30/2003	Freight
60	TILX635827	25546	12/30/2003	Freight
61	TILX635828	25546	12/31/2003	Freight
62	TILX635829	25546	12/30/2003	Freight
63	TILX635830	25546	12/30/2003	Freight
64	TILX635831	25546	12/30/2003	Freight
65	TILX635832	25546	12/30/2003	Freight
66	TILX635833	25546	12/30/2003	Freight
67	TILX635834	25546	12/30/2003	Freight
68	TILX635835	25546	12/31/2003	Freight
69	TILX635836	25546	12/31/2003	Freight
70	TILX635837	25546	12/30/2003	Freight
71	TILX635838	25546	12/30/2003	Freight
72	TILX635839	25546	12/30/2003	Freight
73	TILX635840	25546	12/30/2003	Freight
74	TILX635841	25546	12/30/2003	Freight
75	TILX635842	25546	12/31/2003	Freight
76	TILX635843	25546	12/31/2003	Freight
77	TILX635844	25546	12/31/2003	Freight
78	TILX635845	25546	12/31/2003	Freight
79	TILX635846	25546	12/31/2003	Freight
80	TILX635847	25546	12/31/2003	Freight
81	TILX635848	25546	12/31/2003	Freight
82	TILX635849	25546	12/31/2003	Freight
83	TILX635850	25546	12/31/2003	Freight
84	TILX635851	25546	12/31/2003	Freight
85	TILX635852	25546	12/31/2003	Freight
86	TILX635853	25546	1/27/2004	Freight
87	TILX635854	25546	12/31/2003	Freight
88	TILX635855	25546	1/27/2004	Freight
89	TILX635856	25546	12/31/2003	Freight
90	TILX635857	25546	12/31/2003	Freight

TRINITY RAIL LEASING III
CN SALE RAILCAR REPLACEMENT

Exhibit A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
91	TILX635858	25546	12/31/2003	Freight
92	TILX635859	25546	12/31/2003	Freight
93	TILX635860	25546	12/31/2003	Freight
94	TILX635861	25546	12/31/2003	Freight
95	TILX635862	25546	1/31/2004	Freight
96	TILX635863	25546	12/31/2003	Freight
97	TILX635864	25546	1/27/2004	Freight
98	TILX635865	25546	12/31/2003	Freight
99	TILX635866	25546	12/31/2003	Freight
100	TILX635867	25546	12/31/2003	Freight
101	TILX635868	25546	1/27/2004	Freight
102	TILX635869	25546	1/27/2004	Freight
103	TILX635870	25546	12/31/2003	Freight

Schedule 2

Participation Agreement (Pledged Equipment)

List of Substitution Equipment Subleases

One hundred three (103) units identified with marks TILX 635768-635870 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated April 21, 2003, between TILC and Verasun Energy Corporation.

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: December 10, 2004



Edward M. Luria