

RECORDATION NO. 25460-E FILED

SEP 28 '06 4:11 PM

SURFACE TRANSPORTATION BOARD

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

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 an Assignment of Leases, 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 TRL-II to TILC Bill of Sale being filed with the Board under Recordation Number 25460-D.

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 Industries Leasing Company
2525 Stemmons Freeway
Dallas, TX 75207

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

7 railcars: PLMX 137091, PLMX 137106, PLMX 137112, PLMX 137114, PLMX 137116, PLMX 137121 and PLMX 137124.

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

Assignment of Leases.

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,

A handwritten signature in cursive script, appearing to read "Ed M Luria".

Edward M. Luria

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

Assignment of Leases

FOR VALUE RECEIVED, Trinity Rail Leasing Trust II ("Assignor") hereby assigns to Trinity Industries Leasing Company ("Assignee") all its right, title and interest, as lessor, under the agreements and documents identified on Schedule 1 attached hereto (the "Leases") to the extent that the Leases relate to the railcars also described on such Schedule 1 (the "Railcars"). Assignee hereby accepts the foregoing assignment and assumes the obligations of the lessor under the Leases arising from and after this date, to the extent the Leases relate to the Railcars.

In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

[signatures follow]

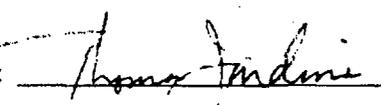
 IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day of September, 2006.

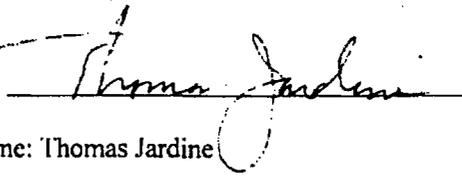
ASSIGNOR:

ASSIGNEE:

TRINITY RAIL LEASING TRUST II

TRINITY INDUSTRIES LEASING
COMPANY

By: 

By: 

Name: Thomas Jardine

Name: Thomas Jardine

Title: Vice President

Title: Vice President

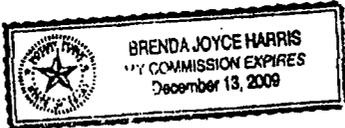
STATE OF Texas
COUNTY OF Harris

SS:

On this 25 day of September, 2006, before me personally appeared Thomas Jardine, to me personally known, who being duly sworn, stated that he is 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 1

Seven (7) units identified with marks PLMX 137091, PLMX 137106, PLMX 137112, PLMX 137114, PLMX 137116, PLMX 137121, and PLMX 137124 leased pursuant to Rider Fourteen (14), dated May 3, 2004, to that certain Railroad Car Net Lease Agreement, dated October 22, 2002, between TILC and Rail Investors I, LLC.

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