

RECORDATION NO. 26888-H  
FILED

MAR 28 '08 -3 00 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1984)

OF COUNSEL  
URBAN A. LESTER

March 28, 2008

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 Release, dated March 28, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a partial release and relates to the Memorandum of Security Agreement and associated documents which were previously filed with the Board under Recordation Number 26888.

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

Secured Party: Credit Suisse, New York Branch  
Eleven Madison Avenue  
New York, New York 10010

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

Mr. Vernon A. Williams  
March 28, 2008  
Page 2

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

80 tank railcars:

TILX 261557 – TILX 261581  
TILX 261624 – TILX 261678

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

Release.

Also enclosed is a check in the amount of \$35.00 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/sem  
Enclosures

MAR 28 '08 -3 00 PM

SURFACE TRANSPORTATION BOARD

**Release Re:--Trinity Rail Leasing Trust II sale of Railcars and related Leases to TLP Rail Trust I**

March 28, 2008

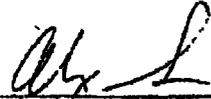
This instrument (this "Release") is being entered into and delivered in connection with (i) the Amended and Restated Warehouse Loan Agreement dated as of August 7, 2007, among Trinity Rail Leasing Trust II ("TRLT-II"), Trinity Industries Leasing Company ("TILC"), Credit Suisse, New York Branch ("CSNYB") as agent thereunder (in such capacity, the "Warehouse Agent"), Wilmington Trust Company ("WTC") as Collateral Agent thereunder (WTC in such capacity, the "Collateral Agent") and the Lenders party thereto from time to time (the "Restated Warehouse Loan Agreement"), amending and restating the Warehouse Loan Agreement dated as of June 27, 2002, as amended (the "Original Warehouse Loan Agreement"), among TRLT-II, TILC, the Lenders party thereto from time to time, and CSNYB (formerly Credit Suisse First Boston, New York Branch), as agent thereunder (in such capacity, the "Original Warehouse Agent"); and (ii) the Amended and Restated Security Agreement dated as of August 7, 2007, among TRLT-II, the Warehouse Agent and the Collateral Agent (the "Restated Warehouse Security Agreement"), amending and restating the Security Agreement dated as of June 27, 2002, as amended (the "Original Warehouse Security Agreement") between TRLT-II and the Original Warehouse Agent.

WTC as Collateral Agent currently holds, pursuant to the Restated Warehouse Security Agreement, and CSNYB as Original Warehouse Agent formerly held, pursuant to the Original Warehouse Security Agreement, a security interest granted by TRLT-II in the railcars described on Schedule 1 hereto (such railcars, together with TRLT-II's right, title and interest in all components, parts and accessions to such cars and in all equipment attached or related thereto, and all manufacturer's warranties outstanding in connection therewith, being the "Railcars") and the related leases thereof described on Schedule 2 hereto (the "Leases") (the Railcars and Leases being the "Assets"), to secure TRLT-II's obligations under the Restated Warehouse Loan Agreement or Original Warehouse Loan Agreement, as applicable. CSNYB as Warehouse Agent consents to TRLT-II's disposition of the Assets by sale on or about the date hereof to TLP Rail Trust I ("TLP I"). WTC as Collateral Agent and CSNYB as Warehouse Agent and Original Warehouse Agent, by their respective signatures on this Release, hereby confirm and agree, without recourse to or warranty by the Collateral Agent, the Warehouse Agent, the Original Warehouse Agent, the Secured Parties (within the meaning of the Original Warehouse Security Agreement) or the Protected Parties (within the meaning of the Restated Warehouse Security Agreement), for the benefit of TRLT-II and TLP I (and its successor and assigns), that all of the Collateral Agent's, Warehouse Agent's or Original Warehouse Agent's right, title and interest in and to the Assets, whether held pursuant to the Restated Warehouse Security Agreement, the Original Warehouse Security Agreement or otherwise, is released and of no further effect.

[signatures follow]

The undersigned have each executed and delivered this Release as of the date first written above.

CREDIT SUISSE, NEW YORK BRANCH, as  
Warehouse Agent and Original Warehouse  
Agent

By:   
Its: \_\_\_\_\_  
ALEX SMITH  
VICE PRESIDENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
M. J. ...  
P. ...

WILMINGTON TRUST COMPANY, as  
Collateral Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

The undersigned have each executed and delivered this Release as of the date first written above.

CREDIT SUISSE, NEW YORK BRANCH, as  
Warehouse Agent and Original Warehouse  
Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

WILMINGTON TRUST COMPANY, as  
Collateral Agent

By:   
Its: Assistant Vice President

ACKNOWLEDGMENT

STATE OF New York )  
 )  
COUNTY OF New York )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Alex Smith, who upon oath, acknowledged himself to be a Unit Manager of CREDIT SUISSE, NEW YORK BRANCH, and that s/he as such officer being authorized to do so, executed the foregoing Release for the purposes therein contained by signing the name of the entity by her/himself as such officer of CREDIT SUISSE, NEW YORK BRANCH.

WITNESS my hand and official seal this 28<sup>th</sup> day of March, 2008.

*Cheryl D. Fondacaro*  
Notary Public

MY COMMISSION EXPIRES: June 11, 2011

CHERYL D FONDACARO  
Notary Public, State of New York  
No. 01FC-8168478  
Qualified in New York County  
Term Expires June 11, 2011

STATE OF New York )  
 )  
COUNTY OF New York )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Mr. L. Colombo, who upon oath, acknowledged himself to be a Director of CREDIT SUISSE, NEW YORK BRANCH, and that s/he as such officer being authorized to do so, executed the foregoing Release for the purposes therein contained by signing the name of the entity by her/himself as such officer of CREDIT SUISSE, NEW YORK BRANCH.

WITNESS my hand and official seal this 28<sup>th</sup> day of March, 2008.

*Cheryl D. Fondacaro*  
Notary Public

MY COMMISSION EXPIRES: June 11, 2011

CHERYL D FONDACARO  
Notary Public, State of New York  
No. 01FC-8168478  
Qualified in New York County  
Term Expires June 11, 2011



**Schedule 1**

<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
TILX 261557	10763	3/28/2008	Tank
TILX 261558	10763	3/28/2008	Tank
TILX 261559	10763	3/28/2008	Tank
TILX 261560	10763	3/28/2008	Tank
TILX 261561	10763	3/28/2008	Tank
TILX 261562	10763	3/28/2008	Tank
TILX 261563	10763	3/28/2008	Tank
TILX 261564	10763	3/28/2008	Tank
TILX 261565	10763	3/28/2008	Tank
TILX 261566	10763	3/28/2008	Tank
TILX 261567	10763	3/28/2008	Tank
TILX 261568	10763	3/28/2008	Tank
TILX 261569	10763	3/28/2008	Tank
TILX 261570	10763	3/28/2008	Tank
TILX 261571	10763	3/28/2008	Tank
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TILX 261676	10763	3/28/2008	Tank
TILX 261677	10763	3/28/2008	Tank
TILX 261678	10763	3/28/2008	Tank

**Schedule 2**

**Lessee Number**  
10763

**Lessee**  
Tauber Oil Company

**Rider Number**  
3

**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: 3/28/08



\_\_\_\_\_  
Robert W. Alvord