

27664-B
RECORDATION NO. _____ FILED

OCT 31 '08 -8 0 0 AM

SURFACE TRANSPORTATION BOARD

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

October 31, 2008

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Re: 37th Warehouse Funding

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Release, dated October 30, 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 27664.

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

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

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

Anne K. Quinlan, Esq.
October 31, 2008
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A description of the railroad equipment covered by the enclosed document
is:

50 railcars: TILX 253495 – TILX 253544

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,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a checkmark to the left.

✓ Robert W. Alvord

RWA/anm
Enclosures

OCT 31 '08

-8 0 0 AM

SURFACE TRANSPORTATION BOARD

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

October 30, 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 TRIP Rail Leasing LLC ("Buyer"). 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 Buyer (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]

TRLT II Recordable Release

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: MARK LENGEL
DIRECTOR

By: 
Its: ALEX SMITH
VICE PRESIDENT

WILMINGTON TRUST COMPANY, as
Collateral Agent

By: _____
Its: _____

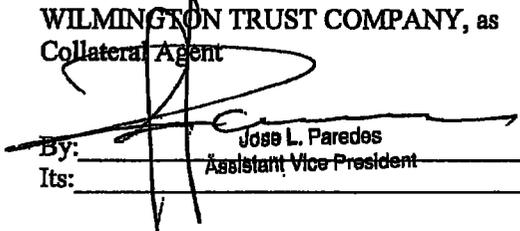
The undersigned have each executed and delivered this Release as of the date first written above.

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

By: _____
Its: _____

By: _____
Its: _____

WILMINGTON TRUST COMPANY, as
Collateral Agent


By: _____ Jose L. Paredes
Its: _____ Assistant Vice President

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Alex Smith, who upon oath, acknowledged himself to be a Vice President 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 30th day of October, 2008.

MY COMMISSION EXPIRES:

STATE OF _____)
COUNTY OF _____)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Mark Lengel, 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 30th day of October, 2008.

MY COMMISSION EXPIRES:

Notary Public

TANYA GARRETT
NOTARY PUBLIC, State of New York
No. 01GAB177711
Qualified in New York County
Term Expires November 10, 2011

Notary Public

TANYA GARRETT
NOTARY PUBLIC, State of New York
No. 01GAB177711
Qualified in New York County
Term Expires November 10, 2011

ACKNOWLEDGMENT

STATE OF Delaware)

COUNTY OF New Castle)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Jose Paredes, who upon oath, acknowledged himself to be a AVP of WILMINGTON TRUST COMPANY, 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 WILMINGTON TRUST COMPANY.

WITNESS my hand and official seal this 28th day of October, 2008.

MY COMMISSION EXPIRES:

STATE OF Delaware)

COUNTY OF New Castle)

Notary Public

Dianne M. Bruton

DIANNE M. BRUTON

Notary Public - State of Delaware
My Comm. Expires Nov. 27, 2011.

TRLT II Recordable Release

Schedule 1

List of Railcars

(see attached)

TRLT II Recordable Release

TRIP RAIL LEASING LLC
Close 15

Schedule 1

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Into Service Date</u>	<u>Car Type</u>
1	TILX253495	27719	May-08	Tank
2	TILX253496	27719	May-08	Tank
3	TILX253497	27719	June-08	Tank
4	TILX253498	27719	May-08	Tank
5	TILX253499	27719	May-08	Tank
6	TILX253500	27719	May-08	Tank
7	TILX253501	27719	May-08	Tank
8	TILX253502	27719	May-08	Tank
9	TILX253503	27719	May-08	Tank
10	TILX253504	27719	May-08	Tank
11	TILX253505	27719	May-08	Tank
12	TILX253506	27719	May-08	Tank
13	TILX253507	27719	May-08	Tank
14	TILX253508	27719	May-08	Tank
15	TILX253509	27719	May-08	Tank
16	TILX253510	27719	May-08	Tank
17	TILX253511	27719	May-08	Tank
18	TILX253512	27719	May-08	Tank
19	TILX253513	27719	May-08	Tank
20	TILX253514	27719	May-08	Tank
21	TILX253515	27719	May-08	Tank
22	TILX253516	27719	May-08	Tank
23	TILX253517	27719	May-08	Tank
24	TILX253518	27719	May-08	Tank
25	TILX253519	27719	May-08	Tank
26	TILX253520	27719	May-08	Tank
27	TILX253521	27719	May-08	Tank
28	TILX253522	27719	June-08	Tank
29	TILX253523	27719	May-08	Tank
30	TILX253524	27719	May-08	Tank
31	TILX253525	27719	May-08	Tank
32	TILX253526	27719	May-08	Tank
33	TILX253527	27719	May-08	Tank
34	TILX253528	27719	May-08	Tank
35	TILX253529	27719	May-08	Tank
36	TILX253530	27719	May-08	Tank
37	TILX253531	27719	May-08	Tank
38	TILX253532	27719	May-08	Tank
39	TILX253533	27719	May-08	Tank
40	TILX253534	27719	June-08	Tank
41	TILX253535	27719	May-08	Tank
42	TILX253536	27719	May-08	Tank
43	TILX253537	27719	May-08	Tank
44	TILX253538	27719	May-08	Tank
45	TILX253539	27719	May-08	Tank
46	TILX253540	27719	May-08	Tank

TRIP RAIL LEASING LLC
Close 15

Schedule 1

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Into Service Date</u>	<u>Car Type</u>
47	TILX253541	27719	May-08	Tank
48	TILX253542	27719	May-08	Tank
49	TILX253543	27719	June-08	Tank
50	TILX253544	27719	May-08	Tank

Schedule 2

List of Leases

(see attached)

TRLT II Recordable Release

17539873

Schedule 2

Leases

1. Fifty (50) units identified with marks TILX 253495 -- 253544 leased pursuant to Rider Nine (9) to that certain Railroad Car Lease Agreement dated June 16, 2005 between Trinity Industries Leasing Company and Paramount Petroleum Corporation.

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: 10/31/08



Robert W. Alvord