

RECORDATION NO. 24016 - 6
FILED

SEP 27 '10 -10 00 AM

SURFACE TRANSPORTATION BOARD

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

September 27, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C Section 11301(a) are two (2) copies of a Release, dated as of June 30, 2009, 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 previously filed with the Board under Recordation Number 24016.

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

Warehouse Agent: Credit Suisse, New York Branch
Eleven Madison Avenue
New York, New York 10010

Collateral Agent: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

[Borrower. Trinity Rail Leasing Warehouse Trust
2525 Stemmons Freeway
Dallas, Texas 75207]

Chief, Section of Administration
September 27, 2010
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A description of the railroad equipment covered by the enclosed document is:

8 tank cars: TILX 250195, TILX 250202, TILX 250203, TILX 250214, TILX 250216, TILX 250217, TILX 250220 and TILX 250223

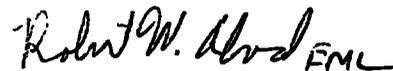
A short summary of the document to appear in the index is:

Release.

Also enclosed is a check in the amount of \$41 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 that reads "Robert W. Alvord" followed by a stylized flourish.

Robert W. Alvord

RWA/bhs
Enclosures

SEP 27 '10 -10 00 AM

CHICAGO TRANSPORTATION BOARD

**Release Re:--Trinity Rail Leasing Warehouse Trust sale of Railcars
and related Leases to Trinity Industries Leasing Company**

June 30, 2009

This instrument (this "Release") is being entered into and delivered in connection with (i) the Second Amendment and Restatement dated as of May 29, 2009 of Warehouse Loan Agreement dated as of June 27, 2002, among Trinity Industries Leasing Company ("TILC"), Trinity Rail Leasing Warehouse Trust (formerly known as Trinity Rail Leasing Trust II) ("TRLW"), 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 as Depository, 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 TRLW, 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 Second Amendment and Restatement dated as of May 29, 2009 of Security Agreement dated as of June 27, 2002, among TRLW, 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 TRLW 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 TRLW in the railcars described on Schedule 1 hereto (such railcars, together with TRLW'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 TRLW's obligations under the Restated Warehouse Loan Agreement or Original Warehouse Loan Agreement, as applicable. CSNYB as Warehouse Agent consents to TRLW's disposition of the Assets by sale on or about the date hereof to Trinity Industries Leasing Company ("TILC"). 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 TRLW and TILC (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]

Release by TRLW

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: Mark Golombek
Director

**WILMINGTON TRUST COMPANY, as
Collateral Agent**

By: _____
Its: _____

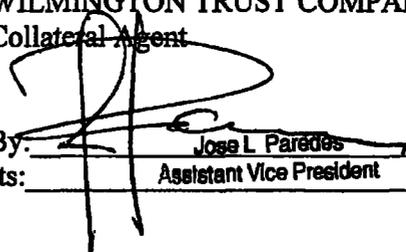
The undersigned have each executed and delivered this Release as of the date first written above.

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

By: _____
Its: _____

By: _____
Its: _____

WILMINGTON TRUST COMPANY, as
Collateral Agent

By:  _____
Its: Jose L. Paredes
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 26 day of June, 2009.

Notary Public

Tanya Garrett
TANYA GARRETT
NOTARY PUBLIC/State of New York
No. 01GA0177711
Qualified in New York County
Term Expires November 18, 2011

MY COMMISSION EXPIRES:

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Mark Golombeck, 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 ____ day of June, 2009.

Notary Public

Tanya Garrett
TANYA GARRETT
NOTARY PUBLIC/State of New York
No. 01GA0177711
Qualified in New York County
Term Expires November 18, 2011

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF Delaware)
COUNTY OF New Castle)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared José L. Paredes, who upon oath, acknowledged himself to be a Assistant Vice President 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 24 day of June, 2009.

Notary Public

Patrick A. Kanar

MY COMMISSION EXPIRES:

PATRICK A. KANAR
Notary Public - State of Delaware
My Comm. Expires April 1, 2010

**SCHEDULE 1
RAILCARS**

**TRLWT
Schedule 1**

| ID | Car Mark | Build Date | Car Type | Rider |
|-----------|-----------------|-------------------|-----------------|--------------|
| 1 | TILX302653 | 1/10/2005 | Tank | 03 |
| 2 | TILX302654 | 1/10/2005 | Tank | 03 |
| 3 | TILX302655 | 1/10/2005 | Tank | 03 |
| 4 | TILX302656 | 1/10/2005 | Tank | 03 |
| 5 | TILX302657 | 1/10/2005 | Tank | 03 |
| 6 | TILX302658 | 1/10/2005 | Tank | 03 |
| 7 | TILX250214 | 7/29/1998 | Tank | 02 |
| 8 | TILX250217 | 7/31/1998 | Tank | 02 |
| 9 | TILX250220 | 7/29/1998 | Tank | 02 |
| 10 | TILX400710 | 12/8/2005 | Tank | 02 |
| 11 | TILX400711 | 1/12/2006 | Tank | 02 |
| 12 | TILX400712 | 12/15/2005 | Tank | 02 |
| 13 | TILX400713 | 12/15/2005 | Tank | 02 |
| 14 | TILX400714 | 1/4/2006 | Tank | 02 |
| 15 | TILX400715 | 12/20/2005 | Tank | 02 |
| 16 | TILX400716 | 1/11/2006 | Tank | 02 |
| 17 | TILX135320 | 1/26/1993 | Tank | 02A |
| 18 | TILX135321 | 1/26/1993 | Tank | 02A |
| 19 | TILX135322 | 1/29/1993 | Tank | 02A |
| 20 | TILX135323 | 2/11/1993 | Tank | 02A |
| 21 | TILX135324 | 2/11/1993 | Tank | 02A |
| 22 | TILX135325 | 1/26/1993 | Tank | 02A |
| 23 | TILX135326 | 1/26/1993 | Tank | 02A |
| 24 | TILX135327 | 1/29/1993 | Tank | 02A |
| 25 | TILX135328 | 2/11/1993 | Tank | 02A |
| 26 | TILX135329 | 2/11/1993 | Tank | 02A |
| 27 | TILX135331 | 1/26/1993 | Tank | 02A |
| 28 | TILX135332 | 1/26/1993 | Tank | 02A |
| 29 | TILX135333 | 2/11/1993 | Tank | 02A |
| 30 | TILX135334 | 2/11/1993 | Tank | 02A |
| 31 | TILX135335 | 1/29/1993 | Tank | 02A |
| 32 | TILX135336 | 1/29/1993 | Tank | 02A |
| 33 | TILX135337 | 2/11/1993 | Tank | 02A |
| 34 | TILX135338 | 2/11/1993 | Tank | 02A |
| 35 | TILX135339 | 1/29/1993 | Tank | 02A |
| 36 | TILX250195 | 9/30/1997 | Tank | SCH 10 |
| 37 | TILX250202 | 9/30/1997 | Tank | SCH 10 |
| 38 | TILX250203 | 9/30/1997 | Tank | SCH 10 |
| 39 | TILX250216 | 7/29/1998 | Tank | SCH 10 |
| 40 | TILX250223 | 7/29/1998 | Tank | SCH 10 |

**SCHEDULE 2
LEASES**

**TRLWT
Schedule 2**

| ID | Lessee | Rider |
|-----------|----------------------------|--------------|
| 1 | GAS SUPPLY RESOURCES,LLC | 3 |
| 2 | PARAMOUNT PETROLEUM CORP | 2 |
| 3 | PLAINS MARKETING CANADA LP | 2 |
| 4 | POTASH CORP | 2A |
| 5 | SHELL CHEMICAL, LP | SCH 10 |

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: 9/27/10



Robert W. Alvord