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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

December 29, 2015

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 Memorandum of Security Agreement, dated as of December 29, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 31011.

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

Guarantor: Element Rail LLC  
161 Bay Street, Suite 4600  
P.O. Box 621  
Toronto, Ontario M5J 2S1

Agent: Bank of Montreal  
One First Canadian Place, 4th Floor  
100 King Street West  
Toronto, ON M5X 1A1 Canada

Section Chief  
December 29, 2015  
Page 2

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

93 railcars:

CABX 080097  
CABX 080098  
TILX 056477 – TILX 056511  
TILX 220243  
TILX 220246 – TILX 220255  
TILX 400965  
TILX 400966  
TILX 601025 – TILX 601029  
TILX 601047 – TILX 601051  
TILX 601059 – TILX 601068  
TILX 601087 – TILX 601109

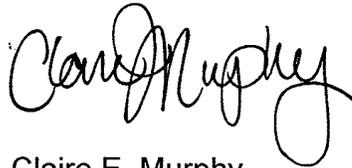
A short summary of the document to appear in the index is:

Memorandum of Security Agreement.

Also enclosed is a check in the amount of \$43.00 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,



Claire E. Murphy

CEM  
Enclosures

**MEMORANDUM OF SECURITY AGREEMENT**

This Memorandum of Security Agreement (this "Memorandum") is executed as of this 29<sup>th</sup> day of December, 2015, by and between Element Rail LLC (the "Guarantor") and Bank of Montreal, as Agent pursuant to the Syndicated Credit Facility (as defined below).

The Guarantor and the Agent have entered into a General Security Agreement, dated as of December 19, 2013 (as from time to time amended, modified or supplemented, the "Security Agreement") by which the Guarantor has granted a security interest to the Agent, for the ratable benefit of the lenders under that certain Second Amended and Restated Credit Agreement dated as of August 24, 2015, among Element Financial Corporation, Element Financial (US) Corp., the Agent and the various lenders from time to time party thereto (the "Syndicated Credit Facility"), as amended, supplemented or otherwise modified from time to time, and as confirmed by that certain Amended and Restated Guarantee and Indemnity Agreement, dated as of August 31, 2015, among Element Financial Corporation and Element Financial (US) Corp., as the debtors, the Guarantor and the Agent, in all assets of the Guarantor, including without limitation, certain railroad equipment described on and bearing reporting marks and road numbers as provided on Exhibit A (the "Railcars") and all leases relating to such Railcars whether now or hereafter arising or acquired, including the leases described on Exhibit B (the "Leases").

The purpose of this Memorandum is to give record notice of the existence of the security interest of the Agent in the Railcars and the Leases, and all terms and conditions of the Security Agreement are incorporated by reference herein.

This Memorandum is prepared only for the public record and is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. 11301(a) and the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act (Canada).

[signature page to follow]

IN WITNESS WHEREOF, the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

**ELEMENT RAIL LLC**

By:  \_\_\_\_\_  
Name: Jim Nikopoulos  
Title: Vice President, General Counsel  
& Secretary

**BANK OF MONTREAL**

By:   
Name: **Jeff Currie**  
Title: **Director**

**ACKNOWLEDGEMENT**

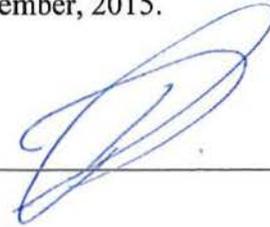
PROVINCE OF ONTARIO

CITY OF TORONTO

BEFORE ME, a Notary Public of the Province and City aforesaid, personally appeared JIM NIKOPOULOS, who upon oath, acknowledged himself to be an officer of ELEMENT RAIL LLC, a Delaware limited liability company, and that he as such officer being authorized to do so, executed the foregoing Memorandum of Security Agreement for the purposes therein contained by signing the name of the Secretary by himself as such officer of ELEMENT RAIL LLC.

WITNESS my hand and official seal this 24<sup>th</sup> day of December, 2015.

Notary Public: \_\_\_\_\_



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**Patrick Gordon**  
patrick.gordon@blakes.com  
Dir: 416-863-3276



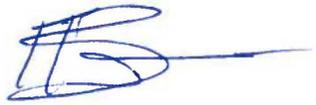
Blake, Cassels & Graydon LLP  
Barristers & Solicitors  
Patent & Trade-mark Agents  
199 Bay Street  
Suite 4000, Commerce Court West  
Toronto ON M5L 1A9 Canada  
Tel: 416-863-2400 Fax: 416-863-2653

**ACKNOWLEDGMENT**

PROVINCE OF ONTARIO )  
 )  
CITY OF TORONTO )

BEFORE ME, a Notary Public of the Province of Ontario aforesaid, personally appeared Jeff Currie who upon oath, acknowledged himself to be a director of Bank of Montreal, a Canadian chartered bank, and that s/he as such officer being authorized to do so, executed the foregoing Memorandum of Security Agreement for the purposes therein contained by signing his name as such director of Bank of Montreal.

WITNESS my hand and official seal this 22 day of December, 2015.

Notary Public   
HARKIRAN BAINS

MY COMMISSION EXPIRES: N/A



**Exhibit A**  
**Schedule of Railcars**

**US & Mexico**

#	Car Mark	Lessee
1	TILX056477	ARDENT MILLS LLC
2	TILX056478	ARDENT MILLS LLC
3	TILX056479	ARDENT MILLS LLC
4	TILX056480	ARDENT MILLS LLC
5	TILX056481	ARDENT MILLS LLC
6	TILX056482	ARDENT MILLS LLC
7	TILX056483	ARDENT MILLS LLC
8	TILX056484	ARDENT MILLS LLC
9	TILX056485	ARDENT MILLS LLC
10	TILX056486	ARDENT MILLS LLC
11	TILX056487	ARDENT MILLS LLC
12	TILX056488	ARDENT MILLS LLC
13	TILX056489	ARDENT MILLS LLC
14	TILX056490	ARDENT MILLS LLC
15	TILX056491	ARDENT MILLS LLC
16	TILX056492	ARDENT MILLS LLC
17	TILX056493	ARDENT MILLS LLC
18	TILX056494	ARDENT MILLS LLC
19	TILX056495	ARDENT MILLS LLC
20	TILX056496	ARDENT MILLS LLC
21	TILX056497	ARDENT MILLS LLC
22	TILX056498	ARDENT MILLS LLC
23	TILX056499	ARDENT MILLS LLC
24	TILX056500	ARDENT MILLS LLC
25	TILX056501	ARDENT MILLS LLC
26	TILX056502	ARDENT MILLS LLC
27	TILX056503	ARDENT MILLS LLC
28	TILX056504	ARDENT MILLS LLC
29	TILX056505	ARDENT MILLS LLC
30	TILX056506	ARDENT MILLS LLC
31	TILX056507	ARDENT MILLS LLC
32	TILX056508	ARDENT MILLS LLC
33	TILX056509	ARDENT MILLS LLC
34	TILX056510	ARDENT MILLS LLC
35	TILX056511	ARDENT MILLS LLC
36	TILX601102	AXIALL CORPORATION
37	TILX601103	AXIALL CORPORATION
38	TILX601104	AXIALL CORPORATION
39	TILX601105	AXIALL CORPORATION
40	TILX601106	AXIALL CORPORATION
41	TILX601107	AXIALL CORPORATION
42	TILX601108	AXIALL CORPORATION
43	TILX601109	AXIALL CORPORATION
44	TILX400965	AXIALL CORPORATION

45	TILX400966	AXIALL CORPORATION
46	TILX601025	AXIALL CORPORATION
47	TILX601026	AXIALL CORPORATION
48	TILX601027	AXIALL CORPORATION
49	TILX601028	AXIALL CORPORATION
50	TILX601029	AXIALL CORPORATION
51	TILX601047	AXIALL CORPORATION
52	TILX601048	AXIALL CORPORATION
53	TILX601049	AXIALL CORPORATION
54	TILX601050	AXIALL CORPORATION
55	TILX601051	AXIALL CORPORATION
56	TILX601059	AXIALL CORPORATION
57	TILX601060	AXIALL CORPORATION
58	TILX601061	AXIALL CORPORATION
59	TILX601062	AXIALL CORPORATION
60	TILX601063	AXIALL CORPORATION
61	TILX601064	AXIALL CORPORATION
62	TILX601065	AXIALL CORPORATION
63	TILX601066	AXIALL CORPORATION
64	TILX601067	AXIALL CORPORATION
65	TILX601068	AXIALL CORPORATION
66	TILX601087	AXIALL CORPORATION
67	TILX601088	AXIALL CORPORATION
68	TILX601089	AXIALL CORPORATION
69	TILX601090	AXIALL CORPORATION
70	TILX601091	AXIALL CORPORATION
71	TILX601092	AXIALL CORPORATION
72	TILX601093	AXIALL CORPORATION
73	TILX601094	AXIALL CORPORATION
74	TILX601095	AXIALL CORPORATION
75	TILX601096	AXIALL CORPORATION
76	TILX601097	AXIALL CORPORATION
77	TILX601098	AXIALL CORPORATION
78	TILX601099	AXIALL CORPORATION
79	TILX601100	AXIALL CORPORATION
80	TILX601101	AXIALL CORPORATION
81	CABX080097	CABOT CORPORATION
82	CABX080098	CABOT CORPORATION
83	TILX220243	KOPPERS INC
84	TILX220246	KOPPERS INC
85	TILX220247	KOPPERS INC
86	TILX220248	KOPPERS INC
87	TILX220249	KOPPERS INC
88	TILX220250	KOPPERS INC
89	TILX220251	KOPPERS INC
90	TILX220252	KOPPERS INC
91	TILX220253	KOPPERS INC

92	TILX220254	KOPPERS INC
93	TILX220255	KOPPERS INC

**Exhibit B**  
**Schedule of Leases**

## **LEASES**

Rider Seventy-Five (75) to Railroad Car Lease Agreement dated January 1, 2015 between Trinity Industries Leasing Company and Ardent Mills, LLC

Rider Four (4) to Railroad Car Lease Agreement dated September 1, 2014 between Trinity Industries Leasing Company and Axiall Corporation

Rider One (1) to Railroad Car Lease Agreement dated February 9, 2015 between Trinity Industries Leasing Company and Cabot Corporation

Rider Five (5) to Railroad Car Lease Agreement dated September 12, 2014 between Trinity Industries Leasing Company and Koppers Inc.

**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 29, 2015 *Edward M Luria*  
Edward M. Luria