

RECORDATION NO 30971 FILED
November 06, 2013 01:15 PM
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
—
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

November 6, 2013

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 Lease, dated as of August 15, 2013, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Lessor: Canadian Pacific Railway Company
Building 1, 7550 Ogden Dale Road, S.E.
Calgary, Alberta T2P 4X9
Canada

Lessee: Pattison Sand Company, L.L.C.
23510 Great River Road
Clayton, Iowa 52049

Chief
Section of Administration
November 6, 2013
Page 2

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

Railcars within the series ICE 9509 – ICE 9850 as set forth in the attachment to the document.

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

Memorandum of Lease.

Also enclosed is a check in the amount of \$44.00 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,



✓ Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF LEASE

Memorandum of Lease, effective as of August 15, 2013, by and between Canadian Pacific Railway Company, as Lessor ("Lessor"), and Pattison Sand Company, LLC, as Lessee ("Lessee").

WITNESSETH:

1. The undersigned have entered into that certain Railcar Sublease Agreement dated as of August 15, 2013 (as amended, supplemented or modified, collectively, the "Agreement"), whereby the Lessor has agreed to sublet to Lessee and Lessee has agreed to sublet from Lessor certain railroad equipment bearing reporting marks and road marks as listed on Exhibit A attached hereto, effective as of the date first set forth hereinabove and subject to the term defined in said Agreement.
2. This Memorandum of Lease is being recorded both with the Registrar General of Canada pursuant to Sections 104 and 105 of the Canada Transportation Act and with the Surface Transportation Board.
3. The parties hereto are the same parties to said agreements and such parties do hereby acknowledge and confirm the rights and obligations made therein and the interests of the Lessor therein.
4. The parties hereto acknowledge that said agreements shall be available for inspection by contacting the following party:

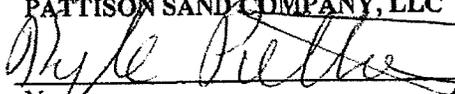
Canadian Pacific Railway
Building 1, 7550 Ogden Dale Road S.E.
Calgary, Alberta T2C 4X9

IN WITNESS WHEREOF this Memorandum of Lease has been executed and delivered by the undersigned under the hand of its duly authorized officers as of August 15, 2013.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessee and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessee. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

PATTISON SAND COMPANY, LLC

By:



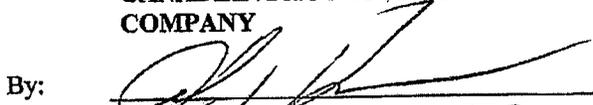
Name:

Title:

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessor. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

**CANADIAN PACIFIC RAILWAY
COMPANY**

By:



Name:

Title:

John J. Hobe
VP Finance

Exhibit A to Memorandum of Lease

Covered Hopper Cars

Manufacturer	Identification	
Procor Limited	ICE9509 ICE9511 ICE9512 ICE9513 ICE9514 ICE9515 ICE9516 ICE9517 ICE9519	
ACF Industries	ICE9520 ICE9525 ICE9529 ICE9530 ICE9532 ICE9533 ICE9534	
Pullman	ICE9601 ICE9602 ICE9604 ICE9605 ICE9606 ICE9608 ICE9609 ICE9610 ICE9614 ICE9615 ICE9616 ICE9617 ICE9618 ICE9619	

	ICE9620 ICE9622 ICE9623 ICE9624 ICE9626 ICE9627 ICE9628 ICE9629 ICE9631 ICE9635 ICE9636 ICE9639 ICE9642 ICE9643 ICE9648 ICE9650 ICE9651 ICE9652 ICE9653 ICE9654 ICE9655 ICE9657 ICE9659 ICE9661 ICE9662 ICE9664 ICE9665 ICE9666 ICE9667 ICE9669	
Trinity Industries	ICE9671 ICE9672 ICE9673 ICE9674	ICE9741 ICE9742 ICE9743 ICE9744

	ICE9675	ICE9745
	ICE9676	ICE9746
	ICE9677	ICE9747
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	ICE9685	ICE9755
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	ICE9691	ICE9801
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	ICE9734	ICE9844
	ICE9735	ICE9845
	ICE9736	ICE9846
	ICE9737	ICE9847
	ICE9738	ICE9848
	ICE9739	ICE9849
	ICE9740	ICE9850

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: 4/6/13

Edward M Luria
Edward M. Luria