

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)

July 15, 2014

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 and Collateral Assignment of Lease, dated as of June 1, 2014, 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 25626 and 25628.

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

Lessor/Assignor: Compass Rail VIII Corporation
750 Battery Street, Suite 430
San Francisco, CA 94111

[Assignee: DVB Bank SE
609 Fifth Avenue
New York, NY 10017

Lessee: Trican Well Service, L.P.
c/o TriLib Management LLC
5825 North Sam Houston Parkway West,
Suite 600
Houston, TX 77086

Section Chief
July 15, 2014
Page 2

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

178 covered hopper railcars within the series CMPX 251001 – CMPX 251203 as set forth in the attachment to the document.

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

Memorandum of Lease and Collateral Assignment 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 AND
COLLATERAL ASSIGNMENT OF LEASE
Dated as of June 1, 2014

THIS MEMORANDUM OF LEASE AND COLLATERAL ASSIGNMENT OF LEASE (this "Memorandum") is intended to evidence

(1) the Lease specified on Schedule 1 between COMPASS RAIL VIII CORPORATION of 750 Battery Street, Suite 430, San Francisco, CA 94111 ("Lessor") and TRICAN WELL SERVICE, L.P. c/o TriLib Management LLC, its Managing Partner, 5825 North Sam Houston Parkway West, Suite 600, Houston, TX 77086 ("Lessee") pursuant to which Lessor has leased to Lessee the railcars specified on Schedule 1 hereto (the "Cars"), and

(2) the collateral assignment of the Lease by Lessor to DVB Bank SE, as Agent, 609 Fifth Avenue New York, NY 10017, Attn: Senior Vice President – Land Transport.

Documents regarding the Cars have been previously filed with the United States Department of Transportation Surface Transportation Board ("STB") under Recordation No...] *25626 and 25628.*

This Memorandum is executed for the purpose of satisfying the requirements of recordation with the United States Department of Transportation Surface Transportation Board ("STB") under 49 U.S.C. Section 11301 and with the Registrar General of Canada under applicable law.

IN WITNESS WHEREOF, the undersigned, as Lessor under the Lease and Assignor has caused this Memorandum to be executed all as of the date first above written, and the undersigned hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below their signatures.

LESSOR:
COMPASS RAIL VIII CORPORATION

By: *A. Brennan*
Title: *President*

I hereby certify under the pains and penalty of perjury that I hold the title and office at Compass Rail VIII Corporation specified above under my name, that this Memorandum of Lease and Collateral Assignment of Lease was signed on behalf of Compass Rail VIII Corporation by authority of its Board of Directors and that the execution of this instrument is the free act and deed of Compass Rail VIII Corporation. I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on *June 1, 2014*

Signature *A. Brennan*

Schedule 1 to
Memorandum of Lease and Collateral Assignment of Lease

The Lease:

Lease Agreement between Compass Rail VIII Corporation as Lessor and Trican Well Service, L.P. as Lessee dated as of June 1, 2014

The Cars:

4600 cfc, 100 ton, unlined, covered hoppers built by ACF in 1979-80 and equipped with six (6) 30" circular hatches and three (3) 13" X 42" gravity outlet gates with the following marks:

1	CMPX	251001
2	CMPX	251002
3	CMPX	251003
4	CMPX	251004
5	CMPX	251006
6	CMPX	251007
7	CMPX	251008
8	CMPX	251010
9	CMPX	251011
10	CMPX	251012
11	CMPX	251013
12	CMPX	251014
13	CMPX	251015
14	CMPX	251016
15	CMPX	251017
16	CMPX	251018
17	CMPX	251019
18	CMPX	251020
19	CMPX	251021
20	CMPX	251022
21	CMPX	251023
22	CMPX	251024
23	CMPX	251025
24	CMPX	251026
25	CMPX	251027
26	CMPX	251028
27	CMPX	251029
28	CMPX	251030
29	CMPX	251032
30	CMPX	251033
31	CMPX	251034

32	CMPX	251036
33	CMPX	251037
34	CMPX	251038
35	CMPX	251039
36	CMPX	251041
37	CMPX	251042
38	CMPX	251043
39	CMPX	251044
40	CMPX	251045
41	CMPX	251046
42	CMPX	251047
43	CMPX	251048
44	CMPX	251049
45	CMPX	251050
46	CMPX	251051
47	CMPX	251053
48	CMPX	251054
49	CMPX	251056
50	CMPX	251057
51	CMPX	251060
52	CMPX	251062
53	CMPX	251063
54	CMPX	251064
55	CMPX	251065
56	CMPX	251066
57	CMPX	251067
58	CMPX	251068
59	CMPX	251069
60	CMPX	251070
61	CMPX	251071
62	CMPX	251072
63	CMPX	251074
64	CMPX	251075
65	CMPX	251076
66	CMPX	251077
67	CMPX	251078
68	CMPX	251079
69	CMPX	251081
70	CMPX	251082
71	CMPX	251083
72	CMPX	251084
73	CMPX	251085
74	CMPX	251086
75	CMPX	251088

76	CMPX	251089
77	CMPX	251090
78	CMPX	251091
79	CMPX	251092
80	CMPX	251093
81	CMPX	251094
82	CMPX	251095
83	CMPX	251096
84	CMPX	251097
85	CMPX	251098
86	CMPX	251099
87	CMPX	251100
88	CMPX	251101
89	CMPX	251102
90	CMPX	251104
91	CMPX	251105
92	CMPX	251107
93	CMPX	251108
94	CMPX	251109
95	CMPX	251110
96	CMPX	251111
97	CMPX	251112
98	CMPX	251113
99	CMPX	251114
100	CMPX	251115
101	CMPX	251116
102	CMPX	251117
103	CMPX	251118
104	CMPX	251119
105	CMPX	251121
106	CMPX	251122
107	CMPX	251123
108	CMPX	251126
109	CMPX	251127
110	CMPX	251128
111	CMPX	251129
112	CMPX	251130
113	CMPX	251131
114	CMPX	251132
115	CMPX	251133
116	CMPX	251134
117	CMPX	251135
118	CMPX	251136
119	CMPX	251137

120	CMPX	251138
121	CMPX	251139
122	CMPX	251140
123	CMPX	251141
124	CMPX	251143
125	CMPX	251144
126	CMPX	251145
127	CMPX	251146
128	CMPX	251147
129	CMPX	251148
130	CMPX	251149
131	CMPX	251150
132	CMPX	251151
133	CMPX	251152
134	CMPX	251153
135	CMPX	251154
136	CMPX	251155
137	CMPX	251156
138	CMPX	251157
139	CMPX	251158
140	CMPX	251160
141	CMPX	251161
142	CMPX	251162
143	CMPX	251163
144	CMPX	251167
145	CMPX	251168
146	CMPX	251169
147	CMPX	251170
148	CMPX	251171
149	CMPX	251173
150	CMPX	251174
151	CMPX	251175
152	CMPX	251176
153	CMPX	251177
154	CMPX	251178
155	CMPX	251179
156	CMPX	251180
157	CMPX	251181
158	CMPX	251182
159	CMPX	251183
160	CMPX	251184
161	CMPX	251185
162	CMPX	251187
163	CMPX	251188

164	CMPX	251189
165	CMPX	251190
166	CMPX	251191
167	CMPX	251192
168	CMPX	251193
169	CMPX	251194
170	CMPX	251195
171	CMPX	251196
172	CMPX	251197
173	CMPX	251198
174	CMPX	251199
175	CMPX	251200
176	CMPX	251201
177	CMPX	251202
178	CMPX	251203

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: 7/15/14

Edward M Luria
Edward M. Luria