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

April 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 an Assignment and Assumption Agreement, dated as of December 18, 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 under Recordation Numbers 26022 and 26263.

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

Seller/Assignor: Seagate Rail Partners, LP  
523 Turtle Hatch Lane  
Naples, FL 34103

Buyer/Assignee: Infinity Transportation III LLC  
1355 Peachtree St.  
Suite 750- South Tower  
Atlanta, GA 30309

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

50 railcars: MRMX 130076 – MRMX 130126 (excluding MRMX 130122).

Section Chief  
April 29, 2015  
Page 2

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

Assignment and Assumption 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,



Edward M. Luria

EML/sem  
Enclosures

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 18, 2014 (this "Agreement"), is between Seagate Rail Partners, LP, a Florida limited partnership (the "Seller"), and Infinity Transportation III LLC, a Delaware limited liability company (the "Buyer").

### RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 18, 2014 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

### AGREEMENT

**1. Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations, to the extent arising on or after the Closing Date, under the Leases and any other Operative Agreements as they relate to each unit or the related Lease. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement, all rent payments due under the Leases before January 1, 2015, any proceeds of a unit of Equipment that has suffered a Casualty Occurrence (as defined in the Purchase Agreement) prior to the Closing Date (as defined in the Purchase Agreement), all liability insurance proceeds which are now or hereafter payable to the Assignor arising from or in connection with its interest in the Railcars, and the right to enforce payment of any of the foregoing.

**2. Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 1 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller accruing on or after the Closing Date under, and agrees to be bound to the same extent as the Seller by all the terms of, the Leases and any other Operative Agreements as they relate to each unit or the related Lease. Effective on and after the Closing Date (except with respect to obligations not assumed pursuant to the preceding sentence), the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer.

**3. Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

**Bill of Sale:** the bill of sale in the form of Exhibit I hereto.

**Closing Date:** the date of the Bill of Sale.

**Equipment**: (i) the railcars described in Schedule 1 to this Agreement together with (ii) every part, accessory, component and any equipment installed therein or attached thereto, except for any that have been installed or attached by the Lessee or other user of such unit of Equipment and have not become property of the lessor pursuant to the related Lease as of the Closing Date. Individually each railcar is referred to as a “unit” or “unit of Equipment.”

**Lease**: each lease described in Schedule 2 to this Agreement (collectively, the “**Leases**”).

**Lessee**: the lessee identified in Schedule 2 to this Agreement.

**Operative Agreements**: together, the Leases and the other agreements described in Schedule 2 to this Agreement (but in the case of any master lease agreement described in that Schedule 2, solely as it pertains to each unit of Equipment or the related Lease).

**Ownership Interest**: the Seller’s rights, title and interest in and to the Equipment and the Seller’s rights and obligations under the Operative Agreements.

4. **Amendments**. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

5. **Notices**. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

6. **Headings**. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

7. **Counterparts**. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. **Governing Law**. This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Florida, without giving effect to its conflict of law rules.

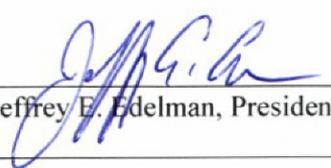
9. **Entire Agreement**. This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

10. **Recordation**. The Buyer may record this Agreement with the Surface Transportation Board.

[Execution on next page]

[signature page for Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

<p><b>INFINITY TRANSPORTATION III LLC</b></p> <p>By: <u></u> Jeffrey E. Edelman, President</p>	<p><b>SEAGATE RAIL PARTNERS, LP</b> By: Seagate Rail Management, LLC, its General Partner</p> <p>By: _____ Walter Ballard, Member</p>
<p>State of Georgia; County of Fulton</p> <p>On December <u>17</u>, 2014, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn said that he is President of Infinity Transportation III LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said limited liability company.</p> <p><u></u> Notary Public My commission expires: _____</p> <p>[NOTARIAL SEAL]</p>	<p>State of _____, County of _____</p> <p>On December __, 2014, before me personally appeared Walter Ballard, to me personally known, who being by me duly sworn said that he is the Member of Seagate Rail Management, LLC, the general partner of Seagate Rail Partners, LP, and that, as such Member, being duly authorized to do so, he executed the foregoing instrument on behalf of such limited liability company, as the general partner of such limited partnership.</p> <p>_____ Notary Public My commission expires: _____</p> <p>[NOTARIAL SEAL]</p>



[signature page for Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

<p><b>INFINITY TRANSPORTATION III LLC</b></p> <p>By: _____ Jeffrey E. Edelman, President</p>	<p><b>SEAGATE RAIL PARTNERS, LP</b> By: Seagate Rail Management, LLC, its General Partner</p> <p>By: <u>Walter Ballard</u> Walter Ballard, Member</p>
<p>State of Georgia; County of Fulton</p> <p>On December __, 2014, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn said that he is President of Infinity Transportation III LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said limited liability company.</p> <p>_____ Notary Public My commission expires:</p> <p>[NOTARIAL SEAL]</p>	<p>State of <u>FLORIDA</u>, County of <u>COLLIER</u></p> <p>On December __, 2014, before me personally appeared Walter Ballard, to me personally known, who being by me duly sworn said that he is the Member of Seagate Rail Management, LLC, the general partner of Seagate Rail Partners, LP, and that, as such Member, being duly authorized to do so, he executed the foregoing instrument on behalf of such limited liability company, as the general partner of such limited partnership.</p> <p><u>Louise A. Conforti</u> _____ Notary Public My commission expires:</p> <p>[NOTARIAL SEAL]</p>



LOUISE A. CONFORTI  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF108276  
Expires 6/25/2018

**EXHIBIT I**  
to Assignment and Assumption Agreement

**FORM OF BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seagate Rail Partners, LP, a Florida limited partnership (“Seller”), does hereby sell, transfer and assign to Infinity Transportation III LLC, a Delaware limited liability company (“Buyer”), all of Seller’s rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of December 18, 2014, between Seller and Buyer, and the Assignment and Assumption Agreement dated as of December 18, 2014, and each between Seller and Buyer.

[signature appears on the following page]

**SEAGATE RAIL PARTNERS, LP**

By: Seagate Rail Management, LLC, its General Partner

By: \_\_\_\_\_  
Walter Ballard  
Member

Dated: December \_\_\_\_, 2014

**Schedule 1**  
(to Bill of Sale)

**Equipment subject to Schedule #1** (as defined in Schedule 2 to the Purchase Agreement):

Thirty-two (32) 2700-3000 c.f., 263K GRL covered hopper railcars built between 1976 and 1979 by ACF/Pullman bearing the following reporting marks and numbers:

Reporting Marks and Numbers
MRMX130076
MRMX130077
MRMX130078
MRMX130079
MRMX130080
MRMX130081
MRMX130082
MRMX130083
MRMX130084
MRMX130085
MRMX130086
MRMX130087
MRMX130088
MRMX130089
MRMX130090
MRMX130091
MRMX130092
MRMX130093
MRMX130094
MRMX130095
MRMX130096
MRMX130097
MRMX130098
MRMX130099
MRMX130100
MRMX130101
MRMX130102
MRMX130103
MRMX130104
MRMX130105
MRMX130106
MRMX130107

**Equipment subject to Schedule #2** (as defined in Schedule 2 to the Purchase Agreement):

Eighteen (18) 2700-3000 c.f., 263K GRL covered hopper railcars built between 1976 and 1979 by ACF/Pullman bearing the following reporting marks and numbers:

Reporting Marks and Numbers
MRMX130108
MRMX130109
MRMX130110
MRMX130111
MRMX130112
MRMX130113
MRMX130114
MRMX130115
MRMX130116
MRMX130117
MRMX130118
MRMX130119
MRMX130120
MRMX130121
MRMX130123
MRMX130124
MRMX130125
MRMX130126

**Schedule 1**  
(to Assignment and Assumption Agreement)

**Equipment subject to Schedule #1** (as defined in Schedule 2 to the Assignment and Assumption Agreement):

Thirty-two (32) railcars bearing the following reporting marks and numbers:

Reporting Marks and Numbers
MRMX130076
MRMX130077
MRMX130078
MRMX130079
MRMX130080
MRMX130081
MRMX130082
MRMX130083
MRMX130084
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MRMX130086
MRMX130087
MRMX130088
MRMX130089
MRMX130090
MRMX130091
MRMX130092
MRMX130093
MRMX130094
MRMX130095
MRMX130096
MRMX130097
MRMX130098
MRMX130099
MRMX130100
MRMX130101
MRMX130102
MRMX130103
MRMX130104
MRMX130105
MRMX130106
MRMX130107

**Equipment subject to Schedule #2** (as defined in Schedule 2 to the Assignment and Assumption Agreement):

Eighteen (18) railcars bearing the following reporting marks and numbers:

Reporting Marks and Numbers
MRMX130108
MRMX130109
MRMX130110
MRMX130111
MRMX130112
MRMX130113
MRMX130114
MRMX130115
MRMX130116
MRMX130117
MRMX130118
MRMX130119
MRMX130120
MRMX130121
MRMX130123
MRMX130124
MRMX130125
MRMX130126

**Schedule 2**  
(to Assignment and Assumption Agreement)

Operative Agreements; Lessee

Note: In the case of each Lease, between the date of the Extension No. 1 and the First Amendment of Extension No. 1, Seagate Rail Partners, LP acquired the railcars and the lessor's interest in the Lease from Midwest Railcar Corporation.

**Lessee: U.S. Silica Company**

**Lease ("Schedule #1"):**

1. Master Railcar Lease Agreement dated as of May 31, 2005 between Seagate Rail Partners, LP, as successor lessor ("Lessor"), and U.S. Silica Company, as lessee ("Lessee").
2. Schedule #1 dated May 31, 2005 between Lessor, as successor lessor, and Lessee, as lessee.
3. Extension No. 1 to Schedule #1 dated as of August 21, 2012 and effective as of December 1, 2012, between Lessor, as successor lessor, and Lessee, as lessee.
4. First Amendment of Extension No. 1 to Schedule #1 dated as of August 26, 2014, between Lessor, as successor lessor, and Lessee, as lessee.

**Other Operative Agreements for Schedule #1:**

1. Memorandum of Schedule #1 dated May 31, 2005 Lessor, as successor lessor, and Lessee, as lessee.
2. Certificates of Acceptance Schedule #1 dated as of September 20, 2005, September 27, 2005, October 5, 2005, October 12, 2005, October 18, 2005, and October 26, 2005, from Lessee, as lessee.

**Lessee: U.S. Silica Company**

**Lease ("Schedule #2"):**

1. Master Railcar Lease Agreement dated as of May 31, 2005 between Seagate Rail Partners, LP, as successor lessor ("Lessor"), and U.S. Silica Company, as lessee ("Lessee").
2. Schedule #2 dated May 31, 2005 between Lessor, as successor lessor, and Lessee, as lessee.
3. Extension No. 1 to Schedule #2 dated as of August 21, 2012 and effective as of January 1, 2013, between Lessor, as successor lessor, and Lessee, as lessee.
4. First Amendment of Extension No. 1 to Schedule #2 dated as of August 26, 2014, between Lessor, as successor lessor, and Lessee, as lessee.

**Other Operative Agreements for Schedule #2:**

1. Memorandum of Schedule #2 dated May 31, 2005 Lessor, as successor lessor, and Lessee, as lessee.
2. Certificates of Acceptance Schedule #2 dated as of October 26, 2005, November 2, 2005, November 8, 2005, November 16, 2005, November 21, 2005, from Lessee, as lessee.

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 18, 2014 (this "Agreement"), is between Seagate Rail Partners, LP, a Florida limited partnership (the "Seller"), and Infinity Transportation III LLC, a Delaware limited liability company (the "Buyer").

### RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 18, 2014 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

### AGREEMENT

**1. Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations, to the extent arising on or after the Closing Date, under the Leases and any other Operative Agreements as they relate to each unit or the related Lease. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement, all rent payments due under the Leases before January 1, 2015, any proceeds of a unit of Equipment that has suffered a Casualty Occurrence (as defined in the Purchase Agreement) prior to the Closing Date (as defined in the Purchase Agreement), all liability insurance proceeds which are now or hereafter payable to the Assignor arising from or in connection with its interest in the Railcars, and the right to enforce payment of any of the foregoing.

**2. Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 1 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller accruing on or after the Closing Date under, and agrees to be bound to the same extent as the Seller by all the terms of, the Leases and any other Operative Agreements as they relate to each unit or the related Lease. Effective on and after the Closing Date (except with respect to obligations not assumed pursuant to the preceding sentence), the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer.

**3. Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

**Bill of Sale:** the bill of sale in the form of Exhibit I hereto.

**Closing Date:** the date of the Bill of Sale.

**Equipment**: (i) the railcars described in Schedule 1 to this Agreement together with (ii) every part, accessory, component and any equipment installed therein or attached thereto, except for any that have been installed or attached by the Lessee or other user of such unit of Equipment and have not become property of the lessor pursuant to the related Lease as of the Closing Date. Individually each railcar is referred to as a “unit” or “unit of Equipment.”

**Lease**: each lease described in Schedule 2 to this Agreement (collectively, the “**Leases**”).

**Lessee**: the lessee identified in Schedule 2 to this Agreement.

**Operative Agreements**: together, the Leases and the other agreements described in Schedule 2 to this Agreement (but in the case of any master lease agreement described in that Schedule 2, solely as it pertains to each unit of Equipment or the related Lease).

**Ownership Interest**: the Seller’s rights, title and interest in and to the Equipment and the Seller’s rights and obligations under the Operative Agreements.

4. **Amendments**. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

5. **Notices**. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

6. **Headings**. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

7. **Counterparts**. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. **Governing Law**. This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Florida, without giving effect to its conflict of law rules.

9. **Entire Agreement**. This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

10. **Recordation**. The Buyer may record this Agreement with the Surface Transportation Board.

[Execution on next page]

[signature page for Assignment and Assumption Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

<p><b>INFINITY TRANSPORTATION III LLC</b></p> <p>By: _____ Jeffrey E. Edelman, President</p>	<p><b>SEAGATE RAIL PARTNERS, LP</b> By: Seagate Rail Management, LLC, its General Partner</p> <p>By: _____ Walter Ballard, Member</p>
<p>State of Georgia; County of Fulton</p> <p>On December __, 2014, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn said that he is President of Infinity Transportation III LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said limited liability company.</p> <p>_____ Notary Public My commission expires:</p> <p>[NOTARIAL SEAL]</p>	<p>State of _____, County of _____</p> <p>On December __, 2014, before me personally appeared Walter Ballard, to me personally known, who being by me duly sworn said that he is the Member of Seagate Rail Management, LLC, the General Partner of Seagate Rail Partners, LP, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such limited partnership.</p> <p>_____ Notary Public My commission expires:</p> <p>[NOTARIAL SEAL]</p>

**EXHIBIT I**  
to Assignment and Assumption Agreement

**FORM OF BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seagate Rail Partners, LP, a Florida limited partnership (“Seller”), does hereby sell, transfer and assign to Infinity Transportation III LLC, a Delaware limited liability company (“Buyer”), all of Seller’s rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of December 18, 2014, between Seller and Buyer, and the Assignment and Assumption Agreement dated as of December 18, 2014, and each between Seller and Buyer.

[signature appears on the following page]

**SEAGATE RAIL PARTNERS, LP**

By: Seagate Rail Management, LLC, its General Partner

By: \_\_\_\_\_  
Walter Ballard  
Member

Dated: December \_\_\_\_, 2014

**Schedule 1**  
(to Bill of Sale)

**Equipment subject to Schedule #1** (as defined in Schedule 2 to the Purchase Agreement):

Thirty-two (32) 2700-3000 c.f., 263K GRL covered hopper railcars built between 1976 and 1979 by ACF/Pullman bearing the following reporting marks and numbers:

Reporting Marks and Numbers
MRMX130076
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MRMX130078
MRMX130079
MRMX130080
MRMX130081
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MRMX130087
MRMX130088
MRMX130089
MRMX130090
MRMX130091
MRMX130092
MRMX130093
MRMX130094
MRMX130095
MRMX130096
MRMX130097
MRMX130098
MRMX130099
MRMX130100
MRMX130101
MRMX130102
MRMX130103
MRMX130104
MRMX130105
MRMX130106
MRMX130107

**Equipment subject to Schedule #2** (as defined in Schedule 2 to the Purchase Agreement):

Eighteen (18) 2700-3000 c.f., 263K GRL covered hopper railcars built between 1976 and 1979 by ACF/Pullman bearing the following reporting marks and numbers:

Reporting Marks and Numbers
MRMX130108
MRMX130109
MRMX130110
MRMX130111
MRMX130112
MRMX130113
MRMX130114
MRMX130115
MRMX130116
MRMX130117
MRMX130118
MRMX130119
MRMX130120
MRMX130121
MRMX130123
MRMX130124
MRMX130125
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**Schedule 1**  
(to Assignment and Assumption Agreement)

**Equipment subject to Schedule #1** (as defined in Schedule 2 to the Assignment and Assumption Agreement):

Thirty-two (32) railcars bearing the following reporting marks and numbers:

Reporting Marks and Numbers
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MRMX130090
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MRMX130092
MRMX130093
MRMX130094
MRMX130095
MRMX130096
MRMX130097
MRMX130098
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MRMX130105
MRMX130106
MRMX130107

**Equipment subject to Schedule #2** (as defined in Schedule 2 to the Assignment and Assumption Agreement):

Eighteen (18) railcars bearing the following reporting marks and numbers:

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MRMX130124
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**Schedule 2**  
(to Assignment and Assumption Agreement)

Operative Agreements; Lessee

Note: In the case of each Lease, between the date of the Extension No. 1 and the First Amendment of Extension No. 1, Seagate Rail Partners, LP acquired the railcars and the lessor's interest in the Lease from Midwest Railcar Corporation.

**Lessee: U.S. Silica Company**

**Lease ("Schedule #1"):**

1. Master Railcar Lease Agreement dated as of May 31, 2005 between Seagate Rail Partners, LP, as successor lessor ("Lessor"), and U.S. Silica Company, as lessee ("Lessee").
2. Schedule #1 dated May 31, 2005 between Lessor, as successor lessor, and Lessee, as lessee.
3. Extension No. 1 to Schedule #1 dated as of August 21, 2012 and effective as of December 1, 2012, between Lessor, as successor lessor, and Lessee, as lessee.
4. First Amendment of Extension No. 1 to Schedule #1 dated as of August 26, 2014, between Lessor, as successor lessor, and Lessee, as lessee.

**Other Operative Agreements for Schedule #1:**

1. Memorandum of Schedule #1 dated May 31, 2005 Lessor, as successor lessor, and Lessee, as lessee.
2. Certificates of Acceptance Schedule #1 dated as of September 20, 2005, September 27, 2005, October 5, 2005, October 12, 2005, October 18, 2005, and October 26, 2005, from Lessee, as lessee.

**Lessee: U.S. Silica Company**

**Lease ("Schedule #2"):**

1. Master Railcar Lease Agreement dated as of May 31, 2005 between Seagate Rail Partners, LP, as successor lessor ("Lessor"), and U.S. Silica Company, as lessee ("Lessee").
2. Schedule #2 dated May 31, 2005 between Lessor, as successor lessor, and Lessee, as lessee.
3. Extension No. 1 to Schedule #2 dated as of August 21, 2012 and effective as of January 1, 2013, between Lessor, as successor lessor, and Lessee, as lessee.
4. First Amendment of Extension No. 1 to Schedule #2 dated as of August 26, 2014, between Lessor, as successor lessor, and Lessee, as lessee.

**Other Operative Agreements for Schedule #2:**

1. Memorandum of Schedule #2 dated May 31, 2005 Lessor, as successor lessor, and Lessee, as lessee.
2. Certificates of Acceptance Schedule #2 dated as of October 26, 2005, November 2, 2005, November 8, 2005, November 16, 2005, November 21, 2005, from Lessee, as lessee.

**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: April 29, 2015

*Edward M Luria*

\_\_\_\_\_  
Edward M. Luria