



A PROFESSIONAL ASSOCIATION OF ATTORNEYS AT LAW

4200 FIRST BANK PLACE  
601 SECOND AVENUE SOUTH  
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30 EAST SEVENTH STREET  
SAINT PAUL, MINNESOTA 55101-4901  
612 222-6321 • FACSIMILE 612 222-8905

Thomas J. Doyle

October 27, 1994

199028 -A

RECORDED  
INDEXED  
OCT 27 1994

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

I have enclosed two originally executed counterparts and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Assignment and Assumption Agreement, a secondary document, dated October 26, 1994.

The primary document to which this is connected is recorded under Recordation Number 19028.

We request that this Assignment and Assumption Agreement be cross-indexed under the names of Assignor and Assignee below, and under the name of Baroid Drilling Fluids, Inc. (the lessee under the Master Lease Agreement which is the subject of the Assumption and Assignment Agreement).

The names and addresses of the parties to the documents are as follows:

Assignor: NorRail, Inc.  
308 12th Avenue South  
Buffalo, Minnesota 55313

Assignee: FBS Business Finance Corporation  
601 Second Avenue South (MPFP0904)  
Minneapolis, Minnesota 55402-4302

*Celebrating 50 Years  
of Service to Our Clients*

*Counterparts - Mary A. Oster*

Page Two  
Secretary, Interstate Commerce Commission  
October \_\_, 1994

A description of the equipment covered by the document follows:

| <u>Type of Equipment</u>   | <u>Quantity</u> | <u>AAR Designation</u> | <u>Identifying Marks</u>   |
|--|-----------------|------------------------|--|
| Pressure differential tank cars manufactured by GATX or Union Tank Car, 2800 cubic foot capacity | 39              |                        | See attachment A   |
| Pressure differential tank cars manufactured by Union Tank Car, 3800 cubic foot capacity         | 2               |                        | BDNX 386<br>(Previously UTLX 80386)<br>BDNX 388<br>(Previously UTLX 80388) |

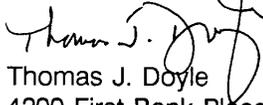
A recording fee of \$ 21.00 is remitted. Please return both originals of the Assignment and Assumption Agreement, as stamped to evidence recording with the Commission, to the individual who tenders the Assignment and Assumption Agreement for recording.

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

Assignment and Assumption Agreement between FBS Business Finance Corporation, 601 Second Avenue South (MPFP0904), Minneapolis, Minnesota 55402-4302, as Assignee, and NorRail, 308 12th Avenue South, Buffalo, Minnesota 55313, as Assignor, dated October 26, 1994, and covering that certain Master Lease Agreement dated as of April 1, 1994 between NorRail, Inc. as lessor and Baroid Drilling Fluids, Inc., 3000 North Sam Houston Parkway East, P. O. Box 1675, Houston, Texas 77251, as lessee.

I have compared the enclosed copy of the Assignment and Assumption Agreement with the original of the Assignment and Assumption Agreement and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

Very truly yours,



Thomas J. Doyle  
4200 First Bank Place, 601 Second Avenue South  
Minneapolis, Minnesota 55402-4302

ATTACHMENT A

| PRIOR CAR NUMBERS | NEW CAR NUMBERS |
|-------------------|-----------------|
| WSSX1001          | BDNX1001        |
| WSSX1002          | BDNX1002        |
| WSSX1005          | BDNX1005        |
| WSSX1007          | BDNX1007        |
| WSSX1008          | BDNX1008        |
| WSSX1010          | BDNX1010        |
| WSSX1012          | BDNX1012        |
| WSSX1016          | BDNX1016        |
| WSSX1022          | BDNX1022        |
| WSSX1026          | BDNX1026        |

| PRIOR CAR NUMBERS | NEW CAR NUMBERS |
|-------------------|-----------------|
| UTLX80243         | UTLX80243       |
| UTLX80246         | UTLX80246       |

| PRIOR CAR NUMBERS | NEW CAR NUMBERS               |
|-------------------|-------------------------------|
| BN495022          | BDNX300                       |
| BN495002          | BDNX301                       |
| BN495032          | BDNX302                       |
| BN495040          | BDNX303                       |
| BN495037          | BDNX304                       |
| BN495015          | BDNX305                       |
| BN495004          | BDNX306                       |
| BN495034          | BDNX307                       |
| BN495030          | BDNX308                       |
| BN495036          | BDNX309                       |
| BN495016          | <del>BDNX310</del> <i>Mad</i> |
| BN495003          | <del>BDNX311</del> <i>Mad</i> |
| BN495041          | BDNX312                       |
| BN495021          | BDNX313                       |
| BN495005          | BDNX314                       |
| BN495006          | BDNX315                       |
| BN495028          | <del>BDNX316</del> <i>Mad</i> |
| BN495014          | <del>BDNX317</del> <i>Mad</i> |
| BN495019          | BDNX318                       |
| BN495029          | BDNX319                       |

| <b>PRIOR CAR NUMBERS</b> | <b>NEW CAR NUMBERS</b> |
|--------------------------|------------------------|
| WSSX1004                 | BDNX1004               |
| WSSX1009                 | BDNX1009               |
| WSSX1015                 | BDNX1015               |
| WSSX1018                 | BDNX1018               |
| WSSX1020                 | BDNX1020               |

| <b>PRIOR CAR NUMBERS</b> | <b>NEW CAR NUMBERS</b> |
|--------------------------|------------------------|
| BN 495000                | BDNX320                |
| BN 495011                | BDNX321                |

| <b>PRIOR CAR NUMBERS</b> | <b>NEW CAR NUMBERS</b> |
|--------------------------|------------------------|
| PPGX 12921               | BDNX323                |
| PPGX 12926               | BDNX324                |
| PPGX 12952               | BDNX325                |
| PPGX 12968               | BDNX326                |

19028-A

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of OCTOBER 26, 1994, by FBS BUSINESS FINANCE CORPORATION, a Delaware corporation (the "Assignee") and NORRAIL, INC., a Minnesota corporation (the "Assignor").

WHEREAS, Assignor owns certain items of railroad equipment (the "Equipment") which has been leased to BAROID DRILLING FLUIDS, INC. pursuant to a Master Lease Agreement, dated as of April 1, 1994 (the "Lease"); and

WHEREAS, pursuant to a certain Purchase and Sale Agreement (the "Purchase Agreement") of even date herewith, Assignor has agreed to sell and Assignee has agreed to purchase certain Assets, including but not limited to all of Assignor's right, title, and interest in the Lease and the Equipment (as such terms are defined in the Purchase Agreement); and

WHEREAS, with respect to periods on and after the date of execution and delivery of this Assignment Agreement, Assignee desires to acquire from Assignor and Assignor desires to sell to Assignee its right, title, and interest to the Assets, and Assignee is willing to assume all of Assignor's Obligations (as such terms are defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the promises herein made and subject to the terms and conditions herein set forth, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings specified in the Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Assets with respect to periods on and after the date of execution and delivery of this Agreement.
3. Assumption. Assignee hereby accepts the foregoing assignment, and with respect to periods on and after the execution and delivery of this Assignment Agreement, for the benefit of Assignor and each of the other parties having interests in the Lease and other agreements comprising the Contract Rights, hereby consents that it shall be a party to the Lease and other agreements comprising the Contract Rights, and Assignee hereby assumes all of Assignor's Obligations and agrees, to such extent, to be bound by all of the terms of such agreements.
4. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Successors and Assigns. The terms of this Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.

6. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

7. Further Assurances. Each party agrees that from time to time after the date hereof it shall execute and deliver, or cause to be executed and delivered, such instruments, documents, and papers, and take all such further action, as may be reasonably required in order to consummate more effectively the purposes of this Assignment Agreement and to implement the transactions contemplated hereby. Assignor covenants and agrees to cooperate with Assignee in connection with any litigation arising with respect to the Assets.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered on the day and year first above written.

ASSIGNOR:

**NORRAIL, INC.**

By *Gregory J. Adams*  
Its *VP SALES*

ASSIGNEE:

**FBS BUSINESS FINANCE CORPORATION**

By *Deborah J. Eckert*  
Its *Assistant Vice President*

**NorRail's Acknowledgement**

STATE OF MINNESOTA )  
COUNTY OF WRIGHT ) ss.

On this 26<sup>th</sup> day of SEPTEMBER, 1994, before me, personally appeared RUSSELL S. ADAMS (name of signor), to me personally known, who being by me duly sworn, says that (s)he is the Vice President Sales (title of office) of NorRail, Inc., a Minnesota corporation, that the seal affixed to the foregoing Equipment Schedule is the corporate seal of said corporation (or if no seal is affixed, that the corporation has no seal), that said Equipment Schedule was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that (s)he acknowledged that the execution of the foregoing Equipment Schedule was the free act and deed of said corporation.



Joann M. Pelinka  
Notary Public

My Commission Expires: 1/31/2000

[Notary Public's seal]

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 26<sup>th</sup> day of October, 1994, before me personally came Deborah J. Eckert, to me known who, being by me duly sworn, did depose and say that she is the Assistant Vice President of FBS Business Finance Corporation, a Delaware corporation, and she acknowledged to me that she executed the foregoing document on behalf of said corporation by order of its Board of Directors and that such document was the free act and deed of said corporation.

Witness my hand and official seal.



Cheryl Van Brunt  
Notary Public in and for said State  
My commission expires: 8/19/98