

RECORDATION NO. 27075 FILED

JUL 18 '07 -3 58 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 18, 2007

Mr: Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption of Leases Agreement, dated as of June 1, 2007, 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:

Assignor: Cypress Canada Management IV, Inc.
188 The Embarcadero, Suite 420
San Francisco, CA 94105

Assignee: Pan American Railway Company
14019 SW Freeway, Suite 301
Sugar Land, TX 77478

Mr. Vernon A. Williams
July 18, 2007
Page 2

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

175 railcars bearing NCTX, PLMX, CITX, DCTX and PLEX reporting marks and road numbers as more particularly set forth in the equipment schedule attached to the document.

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

Assignment and Assumption of Leases Agreement.

Also enclosed is a check in the amount of \$35.00 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,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION OF LEASES AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cypress Canada Management IV, Inc., a California corporation ("Assignor"), hereby sells, assigns, transfers and sets over unto Pan American Railway Company, a corporation organized under the laws of the State of Delaware (the "Assignee"), (i) all of Assignor's right, title and interest as lessor under the leases set forth and described on Schedule B hereto (the "Leases") to the extent such Leases relate to those certain railcars described on Schedule A hereto and (ii) all assignable and subsisting warranties and indemnities, if any, given by any manufacturer, supplier or prior owner of any Car or part thereof to Assignor; *provided, however*, that the assignment evidenced hereby shall be with respect only to those rail cars described on Schedule A hereto.

Except as otherwise specifically set forth herein or in the Rail Car Purchase and Sale Agreement dated June 1, 2007 (the "Purchase Agreement"), by and between Cypress Tankcar Leasing IV, LLC, a California limited liability company ("Cypress") and Assignee, the assignment set forth herein is made without warranty or representation of any kind or type whatsoever, including with respect to the collectibility of any Leases. Assignor hereby agrees to execute such further documentation as Assignee may reasonably request in order to carry out the purpose of this Assignment.

Assignee hereby accepts the rights, and assumes the obligations, of Assignor as lessor under the Leases arising, accruing or occurring from and after the date hereof as if the Assignee had been an original party thereto. Assignor shall have no liabilities or obligations as lessor under the Leases arising, accruing or occurring from and after the date hereof. Assignor agrees to perform when due all obligations of Assignor under the Leases arising, accruing or occurring prior to the date hereof. Assignor acknowledges and agrees that from and after the date hereof Assignor shall have no further right, interest or title in or under the Leases, including any right, interest or title to any payments due under the Leases. Assignee acknowledges and agrees that Assignor has not assigned to Assignee and hereby reserves, and Assignee has not accepted any rights of Assignor to, any liability insurance payments or indemnity payments made after the date hereof but relating to acts or events prior to the date hereof or relating to Assignor's ownership of the Cars and the Leases prior to the date hereof, and the right to receive any communications under the Leases with respect to the foregoing reserved rights.

This instrument shall be governed by and construed in accordance with the laws of the State of California.

This instrument 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. Delivery by telecopy by a party of a copy of an executed counterpart hereof shall constitute execution and delivery hereof by such party.

This Assignment shall inure to the benefit of, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, as permitted by the Purchase Agreement. Any amendments to this Assignment shall be made only in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned, have executed this Assignment and Assumption of Leases Agreement as of the date written below.

Dated as of: June 1, 2007

ASSIGNOR:

ASSIGNEE:

CYPRESS CANADA MANAGEMENT IV, INC., a California corporation

PAN AMERICAN RAILWAY COMPANY, a Delaware corporation

By:



Stephen R. Harwood, President

By:

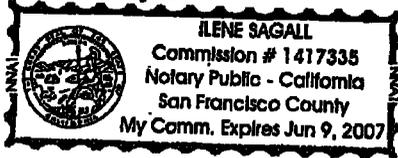
Gerardo Saavedra, Vice President

[Signature Page to Assignment and Assumption of Leases Agreement]

State of California }
 }
County of San Francisco }

On MAY 31, 2007, before me, ILENE SAGALL, a Notary Public, personally appeared Stephen R. Harwood, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Ilene Sagall
Notary's Signature

State of _____ }
 }
County of _____ }

On _____, 2007, before me, _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature



HEREOF, the undersigned, have executed this Assignment and Assumption of Leases Agreement as of the date written below.

Dated as of: June 1, 2007

ASSIGNOR:

ASSIGNEE:

CYPRESS CANADA MANAGEMENT IV, INC., a California corporation

PAN AMERICAN RAILWAY COMPANY, a Delaware corporation

By: _____
Stephen R. Harwood, President

By: _____
Gerardo Saavedra, Vice President

[Signature Page to Assignment and Assumption of Leases Agreement]



State of _____ }
County of San Francisco }

On _____, 2007, before me, _____, a Notary Public, personally appeared Stephen R. Harwood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature

State of Mexico City }
County of _____ }

On June 1st, 2007, before me, Mario Garcia Diego Gonzalez Coe, a Notary Public, personally appeared Gerardo Saavedra, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature



**SCHEDULE A TO
ASSIGNMENT AND ASSUMPTION OF LEASES AGREEMENT
(CTL IV/Pan American)**

List of Cars Purchased

Count	Car Mark	Car Number	Old Car Mark (if Different)	Old Car Number (if Different)	AAR Code	DOT Code	Build Date
1	NCTX	20755			T105	111A100W1	8/1/75
2	NCTX	20854			T105	111A60W1	11/1/74
3	NCTX	20706			T105	111A100W1	8/1/74
4	NCTX	20713			T105	111A100W1	8/1/74
5	NCTX	20714			T105	111A100W1	8/1/74
6	NCTX	20718			T105	111A100W1	8/1/74
7	NCTX	20757			T105	111A100W1	8/1/75
8	NCTX	20801			T105	111A60W1	5/1/74
9	NCTX	20824			T105	111A100W1	5/1/74
10	NCTX	20833			T105	111A60W1	5/1/74
11	NCTX	20851			T105	111A60W1	11/1/74
12	NCTX	20861			T105	111A60W1	1/1/74
13	NCTX	20866			T105	111A60W1	11/1/74
14	NCTX	22562			T105	111A60W1	8/1/72
15	NCTX	22571			T105	111A60W1	8/1/72
16	NCTX	23025			T105	111A60W1	4/1/73
17	PLMX	75462			T105	111A100W1	11/1/74
18	NCTX	20768			T105	111A100W1	8/1/75
19	NCTX	20770			T105	111A100W1	8/1/75
20	NCTX	20845			T105	111A60W1	5/1/74
21	NCTX	20850			T105	111A60W1	11/1/74
22	NCTX	24180			T105	111A100W1	3/1/74
23	CITX	75091			T105	111A100W1	1/1/73
24	NCTX	20761			T105	111A100W1	8/1/75
25	NCTX	20779			T105	111A100W1	8/1/75
26	NCTX	20815			T105	111A60W1	5/1/74
27	NCTX	20828			T105	111A60W1	5/1/74
28	NCTX	20857			T105	111A60W1	11/1/74
29	NCTX	20867			T105	111A60W1	2/1/74
30	NCTX	24190			T105	111A100W1	3/1/74

CITX

4/1/74	111A100W1	T105
4/1/74	111A100W1	T105
10/1/73	111A100W1	T105
3/1/74	111A100W1	T105
12/1/73	111A100W1	T105
9/1/74	111A100W1	T105
9/1/74	111A100W1	T105
3/1/74	111A100W1	T105
7/1/73	111A100W1	T105
3/1/73	111A100W1	T105
10/1/74	111A100W1	T105
11/1/74	111A100W1	T105
12/1/74	111A100W1	T105
5/1/74	111A100W1	T105
11/1/74	111A100W1	T105
11/1/74	111A100W1	T105
12/1/74	111A100W1	T105
9/1/73	111A100W1	T105
9/1/73	111A100W1	T105
10/1/73	111A100W1	T105
10/1/73	111A100W1	T105
5/1/74	111A100W1	T105
10/1/73	111A100W1	T105
7/1/73	111A100W1	T105
5/1/74	111A100W1	T105
10/1/73	111A100W1	T105
6/1/69	111A100W1	T105
4/1/73	111A100W1	T105
11/1/74	111A100W1	T105
11/1/74	111A100W1	T105
12/1/74	111A100W1	T105
12/1/74	111A100W1	T105
10/1/73	111A100W1	T105
3/1/74	111A100W1	T105
3/1/74	111A100W1	T105
4/1/74	111A100W1	T105
4/1/74	111A100W1	T105
12/1/75	111A100W1	T105
5/1/74	111A100W1	T105

CITX

24191	NCTX	31
24192	NCTX	32
23083	NCTX	33
24183	NCTX	34
71951	DCTX	35
73449	DCTX	36
73450	DCTX	37
24184	NCTX	38
71794	DCTX	39
75130	CITX	40
75437	CITX	41
75467	CITX	42
75480	PLMX	43
20731	NCTX	44
20785	NCTX	45
20790	NCTX	46
20795	NCTX	47
20796	NCTX	48
23069	NCTX	49
23070	NCTX	50
23079	NCTX	51
23081	NCTX	52
20732	NCTX	53
23084	NCTX	54
71795	DCTX	55
20726	NCTX	56
23072	NCTX	57
23435	DCTX	58
71702	DCTX	59
20789	NCTX	60
20791	NCTX	61
20798	NCTX	62
20799	NCTX	63
23067	NCTX	64
24185	NCTX	65
24186	NCTX	66
24193	NCTX	67
24197	NCTX	68
73557	CITX	69
20730	NCTX	70

71	NCIX	20705	T105	111A100W1	8/1/74
72	NCIX	20721	T105	111A100W1	8/1/74
73	NCIX	20745	T105	111A100W1	8/1/75
74	NCIX	20805	T105	111A60W1	5/1/74
75	NCIX	20817	T105	111A60W1	5/1/74
76	NCIX	20818	T105	111A60W1	5/1/74
77	NCIX	20858	T105	111A60W1	11/1/74
78	NCIX	22566	T105	111A60W1	8/1/72
79	NCIX	23027	T105	111A60W1	4/1/73
80	DCIX	72840	T105	111A100W3	1/1/81
81	DCIX	72841	T105	111A100W3	1/1/81
82	DCIX	72845	T105	111A100W3	1/1/81
83	DCIX	72867	T105	111A100W3	1/1/81
84	DCIX	72868	T105	111A100W3	2/1/81
85	DCIX	72870	T105	111A100W3	2/1/81
86	DCIX	72872	T105	111A100W3	2/1/81
87	DCIX	72874	T105	111A100W3	2/1/81
88	PLMX	25518	T106	111A100W3	5/1/71
89	DCIX	76157	T106	111A100W3	5/1/73
90	NCIX	24424	T106	111A100W3	11/1/73
91	CIIX	13751	T104	111A100W3	2/1/74
92	CIIX	14327	T104	111A100W3	1/1/81
93	CIIX	14336	T104	111A100W3	1/1/81
94	DCIX	14353	T104	111A100W3	4/1/81
95	CIIX	13733	T104	111A100W3	1/1/74
96	CIIX	13750	T104	111A100W3	2/1/74
97	CIIX	13756	T104	111A100W3	2/1/74
98	CIIX	14306	T104	111A100W3	1/1/81
99	CIIX	14307	T104	111A100W3	1/1/81
100	CIIX	14311	T104	111A100W3	1/1/81
101	CIIX	14314	T104	111A100W3	1/1/81
102	CIIX	14316	T104	111A100W3	1/1/81
103	CIIX	14318	T104	111A100W3	1/1/81
104	CIIX	14323	T104	111A100W3	1/1/81
105	CIIX	14324	T104	111A100W3	1/1/81
106	CIIX	14329	T104	111A100W3	1/1/81
107	CIIX	14331	T104	111A100W3	1/1/81
108	CIIX	14333	T104	111A100W3	1/1/81
109	CIIX	14342	T104	111A100W3	2/1/81
110	CIIX	14347	T104	111A100W3	3/1/81

111	CITX	14349	T104	111A100W3	3/1/81
112	CITX	14357	T104	111A100W3	5/1/81
113	NCTX	17358	T104	111A100W3	8/1/75
114	CITX	13729	T104	111A100W3	12/1/73
115	CITX	13735	T104	111A100W3	1/1/74
116	DCTX	13747	T104	111A100W3	1/1/74
117	CITX	13758	T104	111A100W3	2/1/74
118	CITX	13826	T104	111A100W3	6/1/74
119	CITX	13828	T104	111A100W3	7/1/74
120	CITX	13829	T104	111A100W3	7/1/74
121	CITX	13830	T104	111A100W3	7/1/74
122	CITX	13836	T104	111A100W3	7/1/74
123	CITX	13839	T104	111A100W3	8/1/74
124	DCTX	13850	T104	111A100W3	8/1/74
125	DCTX	13852	T104	111A100W3	8/1/74
126	DCTX	13855	T104	111A100W3	8/1/74
127	PLMX	13866	T104	111A100W3	9/1/74
128	CITX	13868	T104	111A100W3	9/1/74
129	PLMX	13869	T104	111A100W3	9/1/74
130	CITX	13873	T104	111A100W3	9/1/74
131	PLMX	13875	T104	111A100W3	9/1/74
132	CITX	13877	T104	111A100W3	10/1/74
133	CITX	13882	T104	111A100W3	10/1/74
134	PLMX	13883	T104	111A100W3	10/1/74
135	CITX	13890	T104	111A100W3	10/1/74
136	PLMX	13919	T104	111A100W3	11/1/74
137	DCTX	14253	T104	111A100W3	1/1/76
138	DCTX	14303	T104	111A100W3	1/1/81
139	CITX	14305	T104	111A100W3	1/1/81
140	CITX	14315	T104	111A100W3	1/1/81
141	CITX	14319	T104	111A100W3	1/1/81
142	CITX	14321	T104	111A100W3	1/1/81
143	CITX	14326	T104	111A100W3	1/1/81
144	CITX	14340	T104	111A100W3	5/1/81
145	PLMX	14344	T104	111A100W3	2/1/81
146	CITX	14345	T104	111A100W3	3/1/81
147	CITX	14346	T104	111A100W3	3/1/81
148	CITX	14352	T104	111A100W3	4/1/81
149	PLMX	14356	T104	111A100W3	4/1/81
150	CITX	14359	T104	111A100W3	7/1/81

CITX

CITX

CITX

151	CITX	14360	T104	111A100W3	10/1/81
152	CITX	14364	T104	111A100W3	10/1/81
153	CITX	14370	T104	111A100W3	10/1/81
154	DCTX	16397	T104	111A100W3	1/1/73
155	PLMX	721	T054	111A100W2	1/1/80
156	PLMX	722	T054	111A100W2	1/1/80
157	PLMX	713	T054	111A100W2	3/1/75
158	PLEX	1504	T054	111A100W2	11/1/80
159	NCTX	20229	T054	111A100W2	1/1/75
160	NCTX	20230	T054	111A100W2	1/1/75
161	PLMX	702	T054	111A100W2	2/1/73
162	PLMX	710	T054	111A100W2	3/1/75
163	PLEX	1501	T054	111A100W2	11/1/80
164	PLEX	1502	T054	111A100W2	10/1/80
165	PLEX	1503	T054	111A100W2	12/1/80
166	PLEX	1507	T054	111A100W2	11/1/80
167	PLEX	1510	T054	111A100W2	12/1/80
168	PLEX	1511	T054	111A100W2	11/1/80
169	PLEX	1515	T054	111A100W2	11/1/80
170	PLEX	1516	T054	111A100W2	11/1/80
171	PLEX	1520	T054	111A100W2	11/1/80
172	PLEX	1523	T054	111A100W2	12/1/80
173	PLEX	1526	T054	111A100W2	12/1/80
174	PLEX	1527	T054	111A100W2	1/1/81
175	PLEX	1528	T054	111A100W2	1/1/81

**SCHEDULE B TO
ASSIGNMENT AND ASSUMPTION OF LEASES AGREEMENT
(CTL IV/PAN AMERICAN)**

Lessee	Contract Number	No. of Cars	Lease Expiration	Remaining Payments *	Payment Due Date	Notes
ALPHARMA	044-0971001-001	1	12/31/2007	7	1 st of Month	
CANADIAN PACIFIC RAILWAY	364-0837408-004	2	10/31/2007	5	1 st of Month	
CANADIAN PACIFIC RAILWAY	364-0837408-005	27	12/31/2007	7	1 st of Month	
CANEXUS CHEMICAL CANADA	964-0982302-001	1	12/31/2011	55	1 st of Month	
CENTENNIAL GAS LIQUIDS	044-0978102-001	1	1/31/2011	44	1 st of Month	
CHEMTRADE PULP CHEMICALS	964-0978201-003	8	3/31/2007	0	1 st of Month	
EXXONMOBIL GLOBAL SERVICES	044-0985901-003	1	1/31/2010	32	1 st of Month	
HUSKY ENERGY MARKETING	044-0980802-001	4	11/30/2010	42	1 st of Month	
INTERNATIONAL COMMODITIES EXPORT	040-0980701-001	19	9/30/2012	64	1 st of Month	
INTERNATIONAL COMMODITIES EXPORT	040-0980701-003	40	6/30/2013	73	1 st of Month	
PCS PHOSPHATE	044-0986101-002	2	8/31/2007	3	1 st of Month	
PCS PHOSPHATE	044-0986101-004	4	12/31/2007	7	1 st of Month	
PCS PHOSPHATE	044-0986101-005	15	12/31/2007	7	1 st of Month	
SIMPLOT CANADA	964-0984001-001	6	1/31/2007	0	1 st of Month	
SIMPLOT CANADA	964-0984001-002	5	8/31/2008	15	1 st of Month	
SIMPLOT CANADA	964-0984001-003	9	6/30/2006	0	1 st of Month	
SIMPLOT CANADA	964-0984001-004	3	3/31/2007	0	1 st of Month	
SIMPLOT CANADA	964-0984001-008	4	1/31/2008	8	1 st of Month	
SIMPLOT CANADA	964-0984001-010	11	9/30/2006	0	1 st of Month	
SIMPLOT CANADA	040-0983901-105	3	3/31/2007	0	1 st of Month	
SUNCOR ENERGY MARKETING	044-0984302-003	9	8/31/2007	3	1 st of Month	

* Payments Remaining as of May 31, 2007

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 7/18/07



Robert W. Alvord