

RECORDATION NO. 15009-G
FILED

DEC 21 2005 11:10 AM

SURFACE TRANSPORTATION BOARD

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

December 19, 2005

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 a Lease Assignment Agreement, dated as of November 30, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease filed with the Commission under Recordation Number 15009.

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

Assignor:	FINOVA Capital Corporation 4800 North Scottsdale Road Scottsdale, Arizona 85251
Assignee:	Compass Rail VI Corporation 750 Battery Street Suite 430 San Francisco, California 94111

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

36 tank cars within the series TILX 100051 - TILX 100159 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:

Lease Assignment Agreement.

Also enclosed is a check in the amount of \$33.00 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,



Robert W. Alvord

RWA/anm
Enclosures

15009-6
RECORDED & FILED

DEC 21 '05 11-18 AM
SURFACE TRANSPORTATION BOARD

LEASE ASSIGNMENT AGREEMENT

THIS LEASE ASSIGNMENT AGREEMENT (the "Agreement") dated as of the 30 day of November, 2005, by and between FINOVA Capital Corporation (the "Assignor") and COMPASS RAIL VI CORPORATION (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor, as lessor ("Lessor") and Trinity Industries Leasing Company. ("Lessee"), entered into that certain Lease Agreement (the "Lease"), dated as of July 25, 1986, pursuant to which Lessor leased to Lessee, and Lessee leased from Lessor certain sulfuric acid tank cars, as described more fully on Exhibit A, attached hereto and incorporated herein by reference (the "Tank Cars") and

WHEREAS, Lessee, with Lessor's consent, has, in turn, sublet the Tank Cars to Chemtrade Logistics Inc., pursuant to Agreement dated July 18, 2001 (the "Sublease");

WHEREAS, concurrently herewith, Assignor is selling the Tank Cars and assigning the Lease to Assignee in accordance with the provision of that certain Rail Car Purchase Agreement executed by the Assignor and Assignee on November 30, 2005 (the "Purchase Agreement") and Assignor wishes to assign the Lease to Assignee.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meaning ascribed thereto in the Purchase Agreement.
2. Assignment and Assumption. The Assignor and Assignee acknowledge and agree that effective as of Assignor's receipt of the Purchase Price for the Tank Cars (the "Effective Date"), the Assignor irrevocably conveys, assigns, transfers and sets over unto the Assignee, all of the Assignor's right, title and interest in, under and with respect to the Tank Cars and the Lease, and the Assignee irrevocably assumes and undertakes to perform and observe in all respects, all of the duties and obligations of the Assignor under the Lease and with respect to the Tank Cars, as set forth in the Lease. The Assignee further confirms hereby that from the Effective Date it shall be deemed to be the party named as the "Lessor" in the Lease and that it shall be bound to the performance and observance of the Lease document as if therein named as the "Lessor".

3. Effectiveness. This Agreement shall be effective upon execution and delivery by Assignor and Assignee of one or more counterparts of this Agreement.

4. Notices. Any notices to the Lessor provided for in the Lease shall be delivered to Assignee at the address to be provided to the Lessee by Assignee.

5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

6. Headings. Section headings contained in this Agreement are for reference purposes only, and are not intended to affect in any way the meaning or interpretation of this Agreement.

7. Governing Law. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, United States of America. This Agreement shall be subject to the dispute resolution, remedies and jurisdictional provisions of the Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein written.

FINOVA CAPITAL CORPORATION

By: Pamela M. Hart
Pamela M. Hart
Vice President

COMPASS RAIL VI CORPORATION

By: _____
Its: _____

Acknowledged and Agreed to by:

TRINITY INDUSTRIES LEASING COMPANY.

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein written.

FINOVA CAPITAL CORPORATION

By: _____

Its: _____

COMPASS RAIL VI CORPORATION

By: _____ 

Stephen C. Bieneman

Its: _____
President

Acknowledged and Agreed to by:

TRINITY INDUSTRIES LEASING COMPANY.

By: _____

Its: _____

NOTARY FOR ASSIGNOR:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was executed before me this ___ day of _____, 2005, by _____, on behalf of FINOVA Capital Corporation.

Witness my hand and seal:

My commission expires:

Notary Public

NOTARY FOR ASSIGNEE:

STATE OF California)
) ss.
COUNTY OF San Francisco)

The foregoing instrument was executed before me this 30th day of November, 2005, by Stephen C. Bienemar, on behalf of Compass Rail VI Corporation.

Witness my hand and seal:

My commission expires: 4-9-09

Jovina Havard

Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein written.

FINOVA CAPITAL CORPORATION

By: _____

Its: _____

COMPASS RAIL VI CORPORATION

By: _____

Its: _____

Acknowledged and Agreed to by:

TRINITY INDUSTRIES LEASING COMPANY.

By: Thomas C. Jandem

Its: Vice President Portfolio Management

EXHIBIT A

DESCRIPTION OF TANK CARS

DOT 111A100W2 Sulphuric Acid (93%) Rail Tank Cars of 13,329 gallon capacity; 39'3.5" length over strikers; 28'4.5" length over truck centers; 14'4.5" height over rails; plate spec. A516/GR70; Plate and head thickness 9/16"; test psi 100; not insulated; no coils; 100 ton trucks; heresite P403 lining; double draft gear carriage; transdyne wear liners; ss vertical wear liner and center bowl; bolster pocket wear plates; roller bearing adaptors with hardened crowns and shoulders bearing the following Reporting Marks and Serial Numbers:

<u>Car#</u>	<u>Reporting Marks</u>	<u>Serial Number</u>
1	TILX100051	452520
2	TILX100052	452505
3	TILX100054	452506
4	TILX100056	452508
5	TILX100058	452573
6	TILX100059	452585
7	TILX100060	452509
8	TILX100062	452545
9	TILX100064	452554
10	TILX100065	452562
11	TILX100066	452582
12	TILX100068	452526
13	TILX100069	452553
14	TILX100082	452575
15	TILX100089	452552
16	TILX100091	452547
17	TILX100108	452580
18	TILX100109	452522
19	TILX100112	452519
20	TILX100113	452561
21	TILX100114	452530
22	TILX100116	452546
23	TILX100122	452569
24	TILX100123	452613
25	TILX100124	452620
26	TILX100128	452618
27	TILX100130	452615
28	TILX100132	452612
29	TILX100134	452567
30	TILX100137	452534
31	TILX100142	452619
32	TILX100144	452596
33	TILX100145	452601
34	TILX100150	452592
35	TILX100156	452594
36	TILX100159	452608