

RECORDATION NO 30411

FILED

September 28, 2012 05:05 PM

SURFACE TRANSPORTATION BOARD-A

ALVORD AND ALVORD

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

OF COUNSEL
URBAN A. LESTER

September 28, 2012

Chief of the 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 June 26, 2012, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Seller/Assignor: Trinity Industries Leasing Company
2525 Stemmons Freeway
Dallas, TX 75207

Buyer/Assignee: First Union Rail Corporation
One O'Hare Centre
6250 River Road, Suite 5000
Rosemont, IL 60018

[Lessee: Orica USA, Inc.
33101 East Quincy Avenue
Watkins, CO 80137]

Chief of the Section of Administration
September 28, 2012
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A description of the railroad equipment covered by the enclosed document is:

50 railcars: TILX 521291 – TILX 521340.

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 \$42.00 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 June 26, 2012 (this "**Agreement**"), is between Trinity Industries Leasing Company, a Delaware corporation (the "**Seller**"), and First Union Rail Corporation, a North Carolina corporation (the "**Buyer**").

RECITALS

WHEREAS, the Buyer, the Seller, Trinity North American Freight Car, Inc. and Trinity Tank Car, Inc. have entered into that certain Purchase Agreement, dated as of June 26, 2012 (the "**Purchase Agreement**"), providing, inter alia, for the purchase of certain of the Purchased Assets 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. **Definitions.** Capitalized terms used herein without definition have the meanings assigned to them in the Purchase Agreement.

2. **Assignment.** Effective as of the date hereof and subject to the Reserved Rights in respect of the Operative Agreements (defined below) (which are retained by the Seller and are not assigned hereby), the Seller assigns and delegates to the Buyer all of the Seller's rights and obligations under the agreements identified on Schedule I hereto (the "**Operative Agreements**").

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 and assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the date hereof and subject to the Reserved Rights in respect of the Operative Agreements (which are retained by the Seller and are not assigned hereby), the Buyer shall be deemed to stand in the place of the Seller for all purposes 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 9.4 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 New York.

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 Seller or the Buyer may record this Agreement with the Surface Transportation Board and/or the Registrar General of Canada to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Operative Agreements and for purposes thereof the Seller and the Buyer may add a description of the relevant Operative Agreements as an exhibit hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[Assignment and Assumption Agreement – Orica USA Inc. Rider One (1)]

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

**TRINITY INDUSTRIES LEASING
COMPANY**

By:  _____

Name:

Title:

FIRST UNION RAIL CORPORATION

By: _____

Name:

Title:

[Assignment and Assumption Agreement -- Orica USA Inc. Rider One (1)]

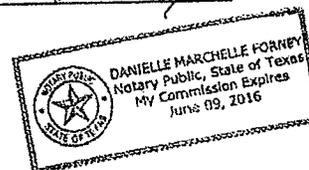
State of Texas)
)
County of Dallas)

On this, the 26th day of June, 2012, before me, a Notary Public in and for said County and State, personally appeared Eric Marchetto, a CEO/VP of Trinity Industries Leasing Company, who acknowledged himself to be a duly authorized officer of Trinity Industries Leasing Company, and that, as such officer, being authorized to do so, s/he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Danielle M. Forney
Name: Danielle M. Forney
Notary Public

My Commission Expires: 6/9/16
Residing in: Cedar Hill TX

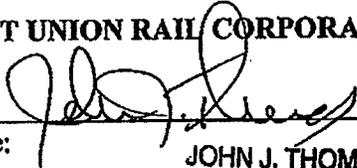


IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**TRINITY INDUSTRIES LEASING
COMPANY**

By: _____
Name:
Title:

FIRST UNION RAIL CORPORATION

By:  _____
Name: JOHN J. THOMAS
Title: PRESIDENT

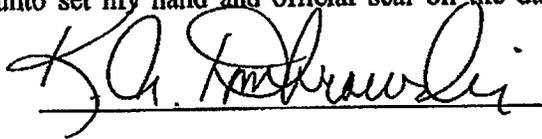
[Assignment and Assumption Agreement – Orica USA Inc. Rider One (1)]

State of ILLINOIS)

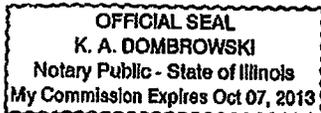
County of COOK)

On this, the 25th day of June, 2012, before me, a Notary Public in and for said County and State, personally appeared John J. Thomas, a President of First Union Rail Corporation, who acknowledged himself to be a duly authorized officer of First Union Rail Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: K. A. Dombrowski
Notary Public



My Commission Expires: 10/7/13
Residing in: Prospect Hts., IL

**SCHEDULE I
TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

1. Rider One (1) to Railroad Car Lease Agreement with an effective date of August 17, 2011 between Orica USA Inc. (“Lessee”) and Seller, incorporating that certain Railroad Car Lease Agreement dated as of August 17, 2011; and

2. Amendment One (1) to Rider One (1) dated as of January 9, 2012 between Seller and Lessee;

but solely as they relate to fifty (50) railcars marked and numbered TILX 521291-521340, inclusive.

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: 9/28/12

Edward M Luria
Edward M. Luria