

RECORDATION NO 30413

FILED

September 28, 2012 05:05 PM

SURFACE TRANSPORTATION BOARD

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:** Keane Frac LP  
101 Keane Road  
Lewis Run, PA 16738]

Chief of the Section of Administration  
September 28, 2012  
Page 2

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

200 railcars: TILX 329911 – TILX 330110.

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.

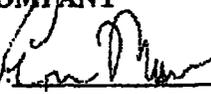
10. **Recordation**. The Seller or the Buyer may record this Agreement with the Surface Transportation Board and/or the Registrar General of Canada to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Operative Agreements and for purposes thereof the 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 – Keane Frac LP Rider Four (4)]

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 – Keane Frac LP Rider Four (4)]

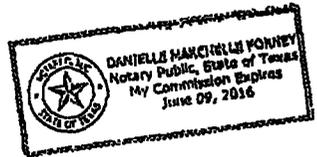
State of Texas            )  
  )  
County of Dallas         )

On this, the 26<sup>th</sup> day of June, 2012, before me, a Notary Public in and for said County and State, personally appeared Eric Markette, a CFO/EVP 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



[Assignment and Assumption Agreement – Keane Frac LP Rider Four (4)]

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**

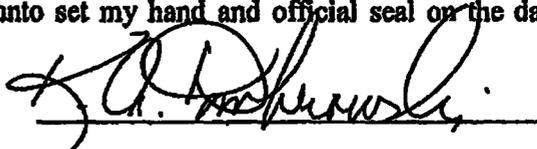
By:  \_\_\_\_\_  
Name: JOHN J. THOMAS  
Title: PRESIDENT

[Assignment and Assumption Agreement – Keane Frac LP Rider Four (4)]

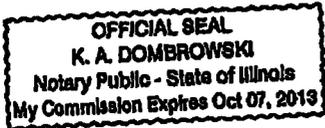
State of ILLINOIS )  
 )  
County of COOK )

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 Four (4) to Railroad Car Lease Agreement with an effective date of June 8, 2011 between Keane Frac LP (“Lessee”) and Seller, incorporating the terms of that certain Railroad Car Lease Agreement dated as of May 26, 2011; and
  2. Rental Rate Adjustment Letter dated as of January 6, 2012 issued by Seller;
- but solely as they relate to two hundred (200) railcars marked and numbered TILX 329911-330110, 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