RECORDATION NO. 30569-D
FILED AUGUST 30 2013 12:40 PM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

August 30, 2013

Chief of the Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

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, dated as of August 30, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The attached document relates to the documents filed with the Board under Recordation Number 30569.

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

Assignor: Flagship Rail Services, LLC
300 South Riverside Plaza, Suite 1925
Chicago, IL 60606

Assignee: FRS I LLC
300 South Riverside Plaza, Suite 1925
Chicago, IL 60606

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

25 railcars: TILX 136345 - TILX 136369.

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

Assignment and Assumption.

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

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ASSIGNMENT AND ASSUMPTION

August 30, 2013

Flagship Rail Services, LLC, a Delaware limited liability company (the "**Assignor**"), in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to FRS I LLC, a Delaware limited liability company (the "**LLC**"), and the LLC hereby acquires and assumes from the Assignor, all of the Assignor's right, title and interest in and to the Leases set forth on Schedule I hereto and all Related Assets with respect thereto (collectively, the "**Leases**"), any and all income and proceeds thereof and any and all obligations of the Assignor thereunder arising on and after the date hereof. This assignment and assumption is made under the Purchase and Contribution Agreement, dated as of April 18, 2013 (as amended, restated or otherwise modified from time to time, the "**Agreement**"), by and between the Assignor and the LLC.

The Assignor hereby warrants to the LLC and its successors and assigns that at the time of assignment of the Leases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Leases free and clear of all Encumbrances (other than subleases of the Leases as expressly permitted by the Agreement and other than Permitted Encumbrances), and the Assignor covenants that it will defend forever such title to the Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Encumbrances) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the assignment of the Leases by the Assignor hereunder. Notwithstanding the provisions above and its and the LLC's intent that the Assignor transfer, assign and otherwise convey and grant to the LLC all right, title and interest of the Assignor in the Leases, as a precaution only, in the event of any challenge to this Assignment as being in the nature of an absolute assignment rather than a financing, the Assignor hereby also grants the LLC a security interest in the Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Agreement provide that this Assignment is other than a transfer, assignment and otherwise conveyance and grant to the LLC of all right, title and interest of the Assignor in the Leases.

The LLC hereby assumes, and agrees it is unconditionally bound in respect of, as of the applicable Delivery Date, all duties and obligations of the Assignor under the Leases arising on and after such Delivery Date.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in (i) Annex A to the Master Indenture, dated as of April 18, 2013, as amended, restated or otherwise modified from time to time, by and between the LLC, as Issuer, and Deutsche Bank Trust Company Americas, as Indenture Trustee, or (ii) the Agreement.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 and Section

5-1402 of the New York General Obligations Law but otherwise without regard to conflict of laws principles.

This Assignment and Assumption shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements, no party hereto may assign their interests herein without the consent of the other party hereto.

Each party hereto will duly execute and deliver to the requesting party such further documents and assurances and take such further action as the requesting party may from time to time reasonably request or as may be required by Applicable Law in order to effectively carry out the intent and purpose of this Assignment and Assumption and to establish and protect the rights and remedies created or intended to be created in favor of the LLC hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date first above written.

FLAGSHIP RAIL SERVICES, LLC

By:_____
Name:
Title: Eugene T. Henneberry
Chief Executive Officer

FRS I LLC

By: Flagship Rail Services, LLC, as manager

By:_____
Name:
Title: Eugene T. Henneberry
Chief Executive Officer

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 27 day of August, 2013, before me personally appeared Eugene T. Hennebry, to me personally known, who being duly sworn, stated that he is the CEO of Flagship Rail Services, LLC, that said instrument was signed on behalf of said entity by authority of its management or other governing body, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

Eileen Patricia O'Neill
Notary Public

My Commission Expires: 10/5/16

OFFICIAL SEAL
EILEEN PATRICIA O'NEILL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT 05 2016

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 27 day of August, 2013, before me personally appeared Eugene T. Hanrahan, to me personally known, who being duly sworn, stated that he is the CEO of Flagship Rail Services, LLC, the manager of FRS I LLC, that said instrument was signed on behalf of said entity by authority of its management or other governing body, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

Eileen Patricia O'Neill
Notary Public

My Commission Expires: 10/5/16

OFFICIAL SEAL
EILEEN PATRICIA O'NEILL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT 05, 2016

SCHEDULE I

1. Two Hundred (200) units as identified on Schedule II hereto and leased pursuant to Amended and Restated Rider No. 1 dated April 1, 2011 to that certain Car Service Contract No. 4166 effective as of March 1, 2011 between Flagship Rail Services, LLC, as current lessor, and EOG Resources Marketing, Inc., as lessee.

2. Twenty-five (25) units as identified on Schedule II hereto and leased pursuant to Rider Eight (8) dated September 21, 2011 to that certain Railroad Car Lease Agreement dated April 10, 2003 between Flagship Rail Services, LLC, as current lessor and International Chemical Company, as lessee.

SCHEDULE II

GATX 286000 through GATX 286199, inclusive

TILX 136345 through TILX 136369, 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: 8/30/13

Edward M Luria

Edward M. Luria