

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 26th, 2024, (this "Agreement"), by and between Agramericas, Inc; an ^{Florida} corporation ("Seller"), and EVEREST RAILCAR SERVICES, INC, an Arkansas Corporation ("Purchaser").

WHEREAS, Seller and Purchaser are parties to that certain Purchase Agreement, dated as of December 26th, 2024 (the "Purchase Agreement"), by and among Seller and Purchaser, providing for, among other things, (i) the sale, conveyance, assignment, transfer and delivery by Seller to Purchaser of certain railcar assets listed in Schedule I (ii) the assumption by Purchaser of Seller's obligations relating to Railcar lease dates October 25, 2024 and Addendum dated November 1, 2024;

WHEREAS, pursuant to this Agreement, (i) Seller desires to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser desires to purchase from Seller and accept assignment from Seller of, all of Seller's right, title and interest in, to and under the Lease Agreement and the other agreements, instruments and documents set forth on Schedule I hereto and (ii) Purchaser desires to assume from Seller, and Seller desires to sell, convey, assign, transfer and deliver to Purchaser, certain obligations relating to the Lease Agreement and such other agreements, instruments and documents as set forth herein.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of the Purchased Assets. Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser, its successors and assigns, without recourse, warranty or representation of any kind other than as specifically provided in the Purchase Agreement, the Purchased Assets, free and clear of all Liens other than Permitted Liens, to have and to hold the same for the use and enjoyment of Purchaser and its successors and assigns forever.
2. Assumption of the Assumed Obligations. Purchaser hereby assumes from Seller and agrees to hereafter pay, perform, fulfill, discharge and otherwise satisfy in accordance with their respective terms, and Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser, all of the Assumed Obligations. Seller and Purchaser expressly acknowledge and agree that Purchaser is not assuming hereunder any obligations other than the Assumed Obligations acting as Lessor under the Railcar Lease Agreement and Addendum's with Hansen Mueller.

- 3. Amendments and Waivers. This Agreement may be amended, modified, supplemented or restated only by a written instrument executed by the parties hereto. The terms of this Agreement may be waived only by a written instrument executed by the party waiving compliance.
- 4. Revenues and Expenses. On the day of closing and after the purchaser should be entitled to all revenues and expenses the purchased assets encounter with respect to the cars showing as on rent in the schedule. Cars labeled TBD on the schedule shall be the responsibility of the seller until the cars are delivered satisfactorily to the Lessee. The day the cars are accepted by the Lessee then the revenues and expenses associated with those cars shall be for the account of the purchaser.
- 5. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first above written.

Agramericas, Inc.

DocuSigned by:
 By: KEVIN DEUEL 1/1/2025 | 12:01 PM PST
 73B0B90C5E0C4B2...

Name: KEVIN DEUEL

Title: President

EVEREST RAILCAR SERVICES, INC

DocuSigned by:
 By: Steven J. Hendricks 1/1/2025 | 3:02 PM EST
 7FD95DA964DC4E2...

Name: Steven J. Hendricks

Title: PRESIDENT

SCHEDULE I

Railcars:

Car No.	Mark	Number	Rental Rate	On Rent Date	Estimated Lease Termination	Remaining Rental Payments after Lease Commencement
1	AJAX	1514	\$825.00	11/26/2024	1/31/2030	\$49,500.00
2	AJAX	1515	\$825.00	12/19/2024	1/31/2030	\$49,500.00
3	AJAX	1516	\$825.00	11/26/2024	1/31/2030	\$49,500.00
4	AJAX	1517	\$825.00	12/12/2024	1/31/2030	\$49,500.00
5	AJAX	1518	\$825.00	12/19/2024	1/31/2030	\$49,500.00
6	AJAX	1519	\$825.00	12/19/2024	1/31/2030	\$49,500.00
7	AJAX	1520	\$825.00	12/19/2024	1/31/2030	\$49,500.00
8	AJAX	1521	\$825.00	TBD	1/31/2030	\$49,500.00
9	AJAX	1522	\$825.00	12/19/2024	1/31/2030	\$49,500.00
10	AJAX	1523	\$825.00	TBD	1/31/2030	\$49,500.00
11	AJAX	1524	\$825.00	TBD	1/31/2030	\$49,500.00
12	AJAX	1525	\$825.00	12/19/2024	1/31/2030	\$49,500.00
13	AJAX	701	\$750.00	12/12/2024	1/31/2030	\$45,000.00
14	AJAX	702	\$750.00	12/19/2024	1/31/2030	\$45,000.00
15	AJAX	703	\$750.00	11/25/2024	1/31/2030	\$45,000.00
16	AJAX	704	\$750.00	12/12/2024	1/31/2030	\$45,000.00
17	AJAX	705	\$750.00	11/14/2024	1/31/2030	\$45,000.00
18	AJAX	706	\$750.00	11/8/2024	1/31/2030	\$45,000.00
19	AJAX	807	\$750.00	12/19/2024	1/31/2030	\$45,000.00
20	AJAX	808	\$750.00	11/14/2024	1/31/2030	\$45,000.00
21	AJAX	809	\$750.00	TBD	1/31/2030	\$45,000.00
22	AJAX	810	\$750.00	TBD	1/31/2030	\$45,000.00
23	AJAX	811	\$750.00	11/8/2024	1/31/2030	\$45,000.00
24	AJAX	812	\$750.00	TBD	1/31/2030	\$45,000.00

Lessee: Hansen-Mueller Co.

Lessor: Agramericas, Inc

DS
KD

DS
SJA