



ATEL
Leasing Corporation®

STB E-FILE

January 8, 2015

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

**Re: Document for Recordation:
1. Memorandum of Lease Renewal**

Dear Section Chief:

Attached please find for recordation one (1) copy of Memorandum of Lease Renewal, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The primary document to which this document is submitted in connection with is recorded under Recordation Number 28973.

The names and addresses to the Memorandum of Lease Renewal executed as of January 1, 2015, are:

Lessor: ATEL Capital Equipment Fund VIII, LLC
600 Montgomery Street, 9th Floor
San Francisco, CA 94111

Lessee: One Earth Energy, LLC
202 N. Jordan Drive
Gibson City, IL 60936

A description of the railroad equipment covered by the Memorandum of Lease Renewal is:

Twenty-Five (25) used 4750 cubic foot trough hatch covered hopper cars with single outlet gates, bearing car mark numbers AEQX 810003, 810004, 810013, 810014, 810017, 810019 through 810024 inclusive, 810026, 810027, 810031, 810033, 810035 through 810040 inclusive, 81043, 810046, 810048 and 810049.

A short summary of the document to appear in the index as follows:

Memorandum of Lease Renewal

The fee of \$43.00 can be charged to our account.

Kindly return a stamped copy of the attached document to the undersigned at your earliest convenience.

Should you have any questions, please do not hesitate to contact me at 415.616.3427 or at rwarners@atel.com.

Sincerely,

Renette F. Warner
Senior Contract Administrator

/rfw
Attachment

MEMORANDUM OF LEASE RENEWAL

This **MEMORANDUM OF LEASE RENEWAL** is made and entered into as of January 1, 2015, by and between **ATEL CAPITAL EQUIPMENT FUND VIII, LLC ("ATEL")**, a California limited liability company located at The Transamerica Pyramid, 600 Montgomery Street, 9th Floor, San Francisco, CA 94111 and **ONE EARTH ENERGY, LLC ("OEE")**, an Illinois limited liability company located at 202 N. Jordan Drive, Gibson City, IL 60936.

WITNESSETH

Pursuant to a Master Lease Agreement (Full Service) (the "Lease Agreement") dated as of January 1, 2010 and Lease Schedule No. 1 thereto dated as of January 1, 2010, which incorporates the terms and conditions of the Lease Agreement and together with the Lease Agreement is the ("Lease"), ATEL had agreed to lease to OEE and OEE had agreed to lease from ATEL twenty-five (25) used 4750 cubic foot, trough hatch covered hopper cars with single outlet gates, 263,000 pound capacity bearing car mark numbers as more specifically described as follows, as shall be amended from time to time (the "Cars").

AEQX 810003, AEQX 810004, AEQX 810013, AEQX 810014, AEQX 810017, AEQX 810019, AEQX 810020, AEQX 810021, AEQX 810022, AEQX 810023, AEQX 810024, AEQX 810026, AEQX 810027, AEQX 810031, AEQX 810033, AEQX 810035, AEQX 810036, AEQX 810037, AEQX 810038, AEQX 810039, AEQX 810040, AEQX 810043, AEQX 810046, AEQX 810048, and AEQX 810049

A Memorandum of Lease with respect to Lease Schedule No. 1 was duly filed and recorded with the Surface Transportation Board (the "Board") pursuant to the provisions of 49 U.S.C. Section 11301 and 49 CFR 1177, on February 23, 2010, at 10:03 a.m. under Recordation Number 28973.

Pursuant to a First Amendment to Lease Schedule No. 1, dated as of December 9, 2014, (the "Renewal Agreement"), ATEL has agreed to continue to lease to OEE and OEE has agreed to continue to lease from ATEL the Cars for a term of sixty (60) months commencing on January 1, 2015, and continuing through and including December 31, 2019.

This Memorandum of Lease Renewal has been executed and delivered by the parties for the purpose of recording and giving notice of the Lease.

IN WITNESS WHEREOF, ATEL and OEE have each executed this instrument as of the day and year first above written. Each of the undersigned certifies that he/she holds the title set forth below, that this instrument was signed on behalf of his/her corporation by authority of its Board of Directors and that the execution of this instrument was the free act and deed of his/her corporation. The undersigned further declares under penalty of perjury that the foregoing is true and correct.

ATEL CAPITAL EQUIPMENT FUND VIII, LLC

By: ATEL Financial Services, LLC, its Manager

By: ATEL Leasing Corporation, its Manager

By: Vasco H. Morais

Print Name: Vasco H. Morais
Executive Vice President

Title: _____

ONE EARTH ENERGY, LLC

By: Steven Kelly

Print Name: Steven Kelly

Title: C.E.O.