



RECORDATION NO. 30272-A
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SURFACE TRANSPORTATION BOARD
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October 5, 2015

VIA E-FILING

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

Dear Section Chief:

Enclosed for electronic filing and recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed copy of a Memorandum of Assignment of Lease, dated as of September 29, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement previously filed with the Surface Transportation Board on June 29, 2012 under Recordation Number 30272.

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

Assignor: Midwest Railcar Corporation
4949 Autumn Oaks Drive
Maryville, IL 62062

Assignee: Redwood Rail, LLC
1431 Opus Place
Suite 110
Downers Grove, IL 60615
Attn: Mark Brecht, President

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

One-Hundred Twenty-Seven (127) covered hopper railcars marked (all inclusive):

STLX 5370 – STLX 5384
STLX 5386 – STLX 5437
STLX 5439 – STLX 5467
STLX 5469 – STLX 5499



Section Chief
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Page Two

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

Memorandum of Assignment of Lease.

The required recordation fee of \$43.00 is being paid to the Surface Transportation Board by charge to our firm account.

Kindly return a file-stamped copy of the enclosed document and this letter to the undersigned.

Very truly yours,

DLA Piper LLP (US)

A handwritten signature in blue ink that reads 'Susan Lichtenfeld'.

Susan G. Lichtenfeld

SGL/rc

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE (this "Memorandum") dated as of this 29th day of September, 2015, is made by and between Midwest Railcar Corporation, an Illinois corporation ("Transferor"), and Redwood Rail, LLC, a Delaware limited liability company ("Transferee" and, together with Transferor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Tate & Lyle Ingredients Americas LLC ("Lessee") is leasing the railcars identified on Schedule 1 attached hereto (the "Equipment") from Transferor, as lessor, pursuant to that certain that certain Schedule Number 90004 dated as of June 29, 2012, as amended ("Schedule Number 90004"), by and between Transferor, as lessor, and Lessee, as lessee, to that certain Rail Equipment Net Leasing Agreement Number 21621-90000 dated as of December 6, 2010, as amended, by and between Banc of America Leasing & Capital, LLC, and Tate & Lyle Ingredients Americas, Inc., as amended (collectively, the "Lease").

WHEREAS, pursuant to a Purchase and Sale Agreement dated as of September 29, 2015 between Transferor and Transferee (the "Purchase Agreement"), Transferor agreed to sell the Equipment to Transferee and to assign to Transferee the rights and obligations of Transferor in, to and under the Lease arising after the dates of such sale and assignment under the Purchase Agreement, and Transferee agreed to purchase the Equipment and agreed to such assignment under the Purchase Agreement.

WHEREAS, Transferor and Transferee acknowledge that the only lease schedule subject to the Master Lease being assigned to, and assumed by, Transferee is Schedule Number 90004.

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment, and the respective interests therein of the Parties.

WHEREAS, this Memorandum may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the parties but all of which taken together shall constitute a single instrument.

WHEREAS, in the event of any conflict between the provisions of this Memorandum and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

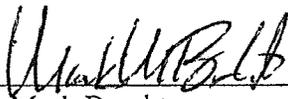
NOW, THEREFORE, the Parties agree to the foregoing recitals and agree that Transferee may, at its option and cost, file this Memorandum with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a).

[signatures appear on the following pages]

IN WITNESS WHEREOF, the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Transferee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

REDWOOD RAIL, LLC

By:  _____
Mark Brecht
President

**SCHEDULE 1
TO THE MEMORANDUM OF ASSIGNMENT OF LEASE**

Description of Equipment

One-Hundred Twenty-Seven (127) railcars bearing the following reporting marks and numbers:

Reporting Marks & Numbers	Reporting Marks & Numbers	Reporting Marks & Numbers	Reporting Marks & Numbers
STLX005370	STLX005403	STLX005435	STLX005469
STLX005371	STLX005404	STLX005436	STLX005470
STLX005372	STLX005405	STLX005437	STLX005471
STLX005373	STLX005406	STLX005439	STLX005472
STLX005374	STLX005407	STLX005440	STLX005473
STLX005375	STLX005408	STLX005441	STLX005474
STLX005376	STLX005409	STLX005442	STLX005475
STLX005377	STLX005410	STLX005443	STLX005476
STLX005378	STLX005411	STLX005444	STLX005477
STLX005379	STLX005412	STLX005445	STLX005478
STLX005380	STLX005413	STLX005446	STLX005479
STLX005381	STLX005414	STLX005447	STLX005480
STLX005382	STLX005415	STLX005448	STLX005481
STLX005383	STLX005416	STLX005449	STLX005482
STLX005384	STLX005417	STLX005450	STLX005483
STLX005386	STLX005418	STLX005451	STLX005484
STLX005387	STLX005419	STLX005452	STLX005485
STLX005388	STLX005420	STLX005453	STLX005486
STLX005389	STLX005421	STLX005454	STLX005487
STLX005390	STLX005422	STLX005455	STLX005488
STLX005391	STLX005423	STLX005456	STLX005489
STLX005392	STLX005424	STLX005457	STLX005490
STLX005393	STLX005425	STLX005458	STLX005491
STLX005394	STLX005426	STLX005459	STLX005492
STLX005395	STLX005427	STLX005460	STLX005493
STLX005396	STLX005428	STLX005461	STLX005494
STLX005397	STLX005429	STLX005462	STLX005495
STLX005398	STLX005430	STLX005463	STLX005496
STLX005399	STLX005431	STLX005464	STLX005497
STLX005400	STLX005432	STLX005465	STLX005498
STLX005401	STLX005433	STLX005466	STLX005499
STLX005402	STLX005434	STLX005467	