RECORDATION NO 27026-D FILED
October 30, 2013 04:20 PM
SURFACE TRANSPORTATION BOARD

Chapman and Cutler LLP

Michael Robson
Partner

111 West Monroe Street
Chicago, Illinois 60603-4080

T 312.845.3000
D 312.845.2991
F 312.701.2361
robson@chapman.com

October 30, 2013

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board (the *"Board"*)
395 E Street, S.W.
Washington, D.C. 20423-0001

Re: Flagship Rail
Assignment and Assumption

Dear Chief:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two (2) executed copies of the Memorandum of Assignment and Assumption Agreements, dated as of October 30, 2013, among Flagship Rail Services, LLC (*"Seller"*), Flagship Rail SPV II Holdings, LLC (the *"Pledgor"*) and Flagship Rail SPV II, LLC (the *"Assignee"*), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number(s) 27025 and 27026.

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

Seller: Flagship Rail Services, LLC (as successor-in-interest to TLP Rail Trust I)
300 South Riverside Plaza, Suite 1925
Chicago, Illinois 60606

Pledgor: Flagship Rail SPV II Holdings, LLC
300 South Riverside Plaza, Suite 1925
Chicago, Illinois 60606

Assignee: Flagship Rail SPV II, LLC
300 South Riverside Plaza, Suite 1925
Chicago, Illinois 60606

The equipment covered as of the date hereof by the aforesaid Assignment and Assumption Agreement consists of 150 railcars bearing the road numbers and reporting marks within the series TCBX 196046 through TCBX 197094, not inclusive (previously marked within the series TILX 196046 through TILX 197094, not inclusive) and TILX 196050 through TILX 197092, not inclusive, all as specifically described in Exhibit A attached hereto.

A short summary of the document to appear in the index is: Assignment and Assumption Agreement.

A fee of forty-four dollars ($44.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Edward M. Luria, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned (312) 845-2991.

Very truly yours,

CHAPMAN AND CUTLER LLP

By Michael D. Robson

Enclosure

RECORDATION NO 27026-D FILED
October 30, 2013 04:20 PM
SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENTS

Memorandum of Assignment and Assumption Agreements effective as of October 30, 2013, by and among FLAGSHIP RAIL SERVICES, LLC, a Delaware limited liability company (*"Seller"*), FLAGSHIP RAIL SPV II HOLDINGS, LLC a Delaware limited liability company (*"Pledgor"*) and FLAGSHIP RAIL SPV II, LLC, a Delaware limited liability company (*"Assignee"*).

WITNESSETH:

1. The Seller and Pledgor have entered into that certain Assignment and Assumption Agreement dated as of October 30, 2013 (as amended, amended, supplemented or modified, the *"Pledgor Assignment Agreement"*) whereby the Pledgor assumed all of the Seller's right, title and interest in and to the leases described therein (the *"Leases"*) (including without limitation, the lease described on Schedule I hereto) to the extent (but only to the extent) that such Leases relate to the railcars set forth therein (the *"Railcars"*) (including without limitation, the railcars set forth on Schedule II hereto and all Related Assets (as defined therein) with respect thereto), any and all income and proceeds thereof and any and all obligations of the Seller thereunder arising on and after the date hereof.

2. The Pledgor and Assignee have entered into that certain Assignment and Assumption Agreement dated as of October 30, 2013 (as amended, amended, supplemented or modified, the *"Assignee Assignment Agreement"*; together with the Pledgor Assignment Agreement, the *"Assignment and Assumption Agreements"*) whereby the Assignee assumed all of the Pledgor's right, title and interest in and to the Leases (including without limitation, the lease described on Schedule I hereto) to the extent (but only to the extent) that such Leases relate to the Railcars (including without limitation, the railcars set forth on Schedule II hereto and all Related Assets with respect thereto), any and all income and proceeds thereof and any and all obligations of the Pledgor thereunder arising on and after the date hereof.

3. The undersigned acknowledge and agree that (i) this Memorandum of Assignment and Assumption Agreements is not a complete summary of the Assignment and Assumption Agreements nor a complete recitation of the terms and provisions thereof and (ii) in the event of a conflict between this Memorandum of Assignment and Assumption Agreements and the provisions of the Assignment and Assumption Agreements, the provisions of the Assignment and Assumption Agreements shall control.

4. This Memorandum of Assignment and Assumption Agreements is being recorded with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the United States Code.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment and Assumption Agreements to be duly executed in its name as of the date set forth below and effective as of the date first above written.

SELLER:

FLAGSHIP RAIL SERVICES, LLC

By _____
Name: Timothy S. Mulazzo
Title: CFO

Executed on this 28 day of October, 2013.

PLEDGOR:

FLAGSHIP RAIL SPV II HOLDINGS, LLC

By _____
Name: TIMOTHY D. STEVENS
Title: CHIEF RISK OFFICER

Executed on this 28th day of October, 2013.

ASSIGNEE:

FLAGSHIP RAIL SPV II, LLC

By _____
Name: CHIEF RISK OFFICER
Title: TIMOTHY D. STEVENS

Executed on this 28th day of October, 2013.

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this, the 28 day of October, 2013, before me, a Notary Public in and for said County and State, personally appeared TIMOTHY S. MILAZZO, who being by me duly sworn, says that (s)he is the C.F.O. of FLAGSHIP RAIL SERVICES, LLC, that said instrument was signed on October 28, 2013, on behalf of said limited liability company by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

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, the 28 day of October, 2013, before me, a Notary Public in and for said County and State, personally appeared TIMOTHY D. STEVENS, who being by me duly sworn, says that (s)he is the CHIEF RISK OFFICER of FLAGSHIP RAIL SPV II HOLDINGS, LLC, that said instrument was signed on October 28, 2013, on behalf of said limited liability company by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

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, the 28 day of October, 2013, before me, a Notary Public in and for said County and State, personally appeared TIMOTHY D. STEVENS, who being by me duly sworn, says that (s)he is the CHIEF RISK OFFICER of FLAGSHIP RAIL SPV II, LLC, that said instrument was signed on October 28, 2013, on behalf of said limited liability company by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

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 TO ASSIGNMENT AND ASSUMPTION AGREEMENT

LEASE

One Hundred Fifty (150) units as identified on Exhibit A hereto and leased pursuant to Rider No.-12 dated June 28, 2006 to the Railroad Car Lease Agreement dated April 25, 2001 between Flagship Rail Services, LLC, or its agent, as current lessor and Renewable Products Marketing Group, LLC, as lessee.

SCHEDULE II TO ASSIGNMENT AND ASSUMPTION AGREEMENT

LIST OF RAILCARS

EQUIPMENT	QUANTITY	CURRENT REPORTING MARKS	PRIOR REPORTING MARKS
Tank Railcars	150	TCBX 196046	TILX 196046
		TCBX 196048	TILX 196048
		TCBX 196054	TILX 196054
		TCBX 196069	TILX 196069
		TCBX 196072	TILX 196072
		TCBX 196075	TILX 196075
		TCBX 196076	TILX 196076
		TCBX 196077	TILX 196077
		TCBX 196083	TILX 196083
		TCBX 196085	TILX 196085
		TCBX 196086	TILX 196086
		TCBX 196090	TILX 196090
		TCBX 196096	TILX 196096
		TCBX 196099	TILX 196099
		TCBX 196100	TILX 196100
		TCBX 196101	TILX 196101
		TCBX 196104	TILX 196104
		TCBX 196107	TILX 196107
		TCBX 196110	TILX 196110
		TCBX 196111	TILX 196111
		TCBX 196116	TILX 196116
		TCBX 196120	TILX 196120
		TCBX 196130	TILX 196130
		TCBX 196131	TILX 196131
		TCBX 196132	TILX 196132
		TCBX 196138	TILX 196138
		TCBX 196139	TILX 196139
		TCBX 196144	TILX 196144
		TCBX 196155	TILX 196155
		TCBX 196163	TILX 196163
		TCBX 196165	TILX 196165
		TCBX 196167	TILX 196167
		TCBX 196184	TILX 196184
		TCBX 196196	TILX 196196
		TCBX 196203	TILX 196203
		TCBX 196210	TILX 196210
		TCBX 196212	TILX 196212
		TCBX 196215	TILX 196215
		TCBX 196216	TILX 196216
		TCBX 196220	TILX 196220

TCBX 196221	TILX 196221
TCBX 196225	TILX 196225
TCBX 196226	TILX 196226
TCBX 196230	TILX 196230
TCBX 196231	TILX 196231
TCBX 196236	TILX 196236
TCBX 196239	TILX 196239
TCBX 196240	TILX 196240
TCBX 196241	TILX 196241
TCBX 196243	TILX 196243
TCBX 196244	TILX 196244
TCBX 196998	TILX 196998
TCBX 196999	TILX 196999
TCBX 197001	TILX 197001
TCBX 197002	TILX 197002
TCBX 197003	TILX 197003
TCBX 197004	TILX 197004
TCBX 197006	TILX 197006
TCBX 197007	TILX 197007
TCBX 197010	TILX 197010
TCBX 197011	TILX 197011
TCBX 197014	TILX 197014
TCBX 197016	TILX 197016
TCBX 197020	TILX 197020
TCBX 197021	TILX 197021
TCBX 197022	TILX 197022
TCBX 197024	TILX 197024
TCBX 197026	TILX 197026
TCBX 197030	TILX 197030
TCBX 197031	TILX 197031
TCBX 197032	TILX 197032
TCBX 197033	TILX 197033
TCBX 197035	TILX 197035
TCBX 197036	TILX 197036
TCBX 197037	TILX 197037
TCBX 197038	TILX 197038
TCBX 197041	TILX 197041
TCBX 197042	TILX 197042
TCBX 197050	TILX 197050
TCBX 197053	TILX 197053
TCBX 197057	TILX 197057
TCBX 197058	TILX 197058
TCBX 197061	TILX 197061
TCBX 197062	TILX 197062
TCBX 197063	TILX 197063
TCBX 197065	TILX 197065

TCBX 197067	TILX 197067
TCBX 197069	TILX 197069
TCBX 197075	TILX 197075
TCBX 197078	TILX 197078
TCBX 197079	TILX 197079
TCBX 197080	TILX 197080
TCBX 197082	TILX 197082
TCBX 197093	TILX 197093
TCBX 197094	TILX 197094
TILX 196050	
TILX 196057	
TILX 196074	
TILX 196093	
TILX 196097	
TILX 196105	
TILX 196106	
TILX 196108	
TILX 196109	
TILX 196112	
TILX 196113	
TILX 196114	
TILX 196118	
TILX 196123	
TILX 196125	
TILX 196134	
TILX 196136	
TILX 196152	
TILX 196157	
TILX 196161	
TILX 196168	
TILX 196174	
TILX 196179	
TILX 196182	
TILX 196186	
TILX 196193	
TILX 196199	
TILX 196205	
TILX 196206	
TILX 196211	
TILX 196213	
TILX 196227	
TILX 196229	
TILX 196232	
TILX 196234	
TILX 196235	
TILX 196238	

TILX 196242
TILX 196997
TILX 197005
TILX 197008
TILX 197012
TILX 197013
TILX 197017
TILX 197019
TILX 197023
TILX 197028
TILX 197039
TILX 197043
TILX 197044
TILX 197046
TILX 197049
TILX 197070
TILX 197077
TILX 197092

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: 10/30/13

Edward M Luria

Edward M. Luria