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

January 14, 2016

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

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment and Assumption Agreement, dated as of January 14, 2016, 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 Board under Recordation Number 30272.

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

Assignor:	Redwood Rail, LLC 1431 Opus Place, Suite 110 Downers Grove, IL 60615
Assignee:	RDRX Leasing 1, LLC 1431 Opus Place, Suite 1100 Downers Grove, IL 60615
[Lessee:	Tate & Lyle Ingredients Americas LLC 2200 East Eldorado Street Decatur, IL 62521]

Section Chief
January 14, 2016
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A description of the equipment covered by the enclosed document is:

127 covered hopper railcars: STLX 5370 – STLX 5384, inclusive; STLX 5386 – STLX 5437, inclusive; STLX 5439 – STLX 5467, inclusive, and STLX 5469 – STLX 5499, inclusive.

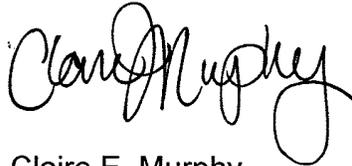
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$43.00 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,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive, flowing style.

Claire E. Murphy

CEM
Enclosures

EXECUTION VERSION

[LESSEE=TATE & LYLE]

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (this Memorandum”) dated as of January 14, 2016, is made by and between Redwood Rail, LLC, a Delaware limited liability company (“Assignor”) and RDRX Leasing 1, LLC, a Delaware limited liability company (“Assignee”).

WITNESSETH:

1. Assignor, as lessor, leased to the lessee identified on Schedule 1 hereto ("Lessee") the units of rolling stock identified on Schedule 2 hereto (the "Railcars"), pursuant to the lease documents on Schedule 1 hereto (collectively, the "Lease Documents").
2. Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease Documents with respect to the period on and after the date hereof, on the terms set forth in the Assignment and Assumption Agreement dated as of the date hereof between Assignor and Assignee (“Assignment Agreement”).
3. In the event of a conflict between the provisions of this Memorandum and the provisions of the Assignment Agreement, the provisions of the Assignment Agreement shall control.
4. This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such Memorandum.

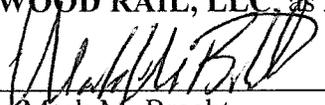
Signature Page Follows

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

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

REDWOOD RAIL, LLC, as Assignor

By


Name: Mark M. Brecht

Title: President

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

RDRX LEASING 1, LLC, as Assignee

By its member,
Redwood Rail, LLC

By:


Name: Mark M. Brecht

Title: President

SCHEDULE 1

**TO THE
MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

LEASE DOCUMENTS

1. Rail Equipment Net Leasing Agreement Number 21621-90000 dated as of December 6, 2010, by and between Banc of America Leasing & Capital, LLC, as lessor, and Tate & Lyle Ingredients Americas, Inc., as lessee.
2. Amendment Number 1 to Rail Equipment Net Leasing Agreement Number 21621-90000 dated May 19, 2011, by and between Banc of America Leasing & Capital, LLC, as lessor, and Tate & Lyle Ingredients Americas LLC, as lessee.
3. Guaranty (Schedule No. 90004) dated as of June 29, 2012, by Tate & Lyle PLC in favor of Banc of America Leasing & Capital, LLC.
4. Amendment and Reaffirmation of Guaranty dated May 1, 2015 and effective as of July 1, 2015, by Tate & Lyle PLC for the benefit of Midwest Railcar Corporation.
5. Schedule Number 90004 dated as of June 29, 2012, between Midwest Railcar Corporation, as lessor, and Tate & Lyle Ingredients Americas LLC, as lessee.
6. Extension No. 1 to Schedule Number 90004 dated as of May 6, 2015, and effective as of July 1, 2015, between Midwest Railcar Corporation, as lessor, and Tate & Lyle Ingredients Americas LLC, as lessee.
7. Memorandum of Lease Agreement dated as of June 29, 2012, between Midwest Railcar Corporation, as lessor, and Tate & Lyle Ingredients Americas LLC, as lessee, recorded with the Surface Transportation Board on June 29, 2012 under recordation number 30272.
8. Memorandum of Lease Agreement dated as of June 29, 2012, between Midwest Railcar Corporation, as lessor, and Tate & Lyle Ingredients Americas LLC, as lessee, recorded with the Registrar General of Canada on June 29, 2012 at 4:14 PM.
9. Memorandum of Assignment of Lease dated as of September 29, 2015 between Midwest Railcar Corporation, as assignor, and Redwood Rail, LLC, as assignee, recorded with the Surface Transportation Board on October 5, 2015 and assigned recordation number 30272- A.

SCHEDULE 1

**TO THE
MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

RAILCARS

One-Hundred Twenty-Seven (127) 5450 c.f., 286K GRL covered hopper railcars originally built by Trinity Industries in 1996 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

Reporting Marks & Numbers	Reporting Marks & Numbers	Reporting Marks & Numbers	Reporting Marks & Numbers
STLX005398	STLX005430	STLX005463	STLX005496
STLX005399	STLX005431	STLX005464	STLX005497
STLX005400	STLX005432	STLX005465	STLX005498
STLX005401	STLX005433	STLX005466	STLX005499
STLX005402	STLX005434	STLX005467	

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, 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: January 14, 2016



Claire E. Murphy