



RECORDATION NO 31102 FILED
MARCH 07, 2014 01:28 PM
SURFACE TRANSPORTATION BOARD

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March 7, 2014

VIA E-FILING

Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423
Attention: Chief of the Section of Administration

Dear Section Chief:

Enclosed for electronic filing and recordation with the Surface Transportation Board ("STB") pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed copy of the Memorandum dated as of February 28, 2014 of Railcar Mortgage and Security Agreement dated as of February 28, 2014 between Shasta Sunset Corporation ("Grantor") and Numerica Credit Union ("Lender"), such memorandum being hereinafter referred to as the "Memorandum", which Memorandum is a primary document as defined in the STB's Rules for the Recordation of Documents. The Memorandum relates to that certain Railcar Mortgage and Security Agreement dated as of February 28, 2014 ("Security Agreement") between Lender and Grantor under which Grantor granted to Lender a first priority lien on and security interest in the five railcars identified on Schedule 1 to the Memorandum.

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

Lender: (secured party)	Numerica Credit Union PO Box 400 Spokane Valley, Washington 99037
Grantor: (debtor)	Shasta Sunset Corporation 500 Riverside Avenue Orofino, Idaho 83544

The five railcars subject to the Memorandum are marked as: MR2838, MR2819, MR2900, MR2801 and MR2109, and are further described on Schedule 1 to the Memorandum.



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The required recordation fee of \$44.00 is being paid to the STB by charge to our firm account.

Kindly return a file-stamped copy of the Memorandum and this letter to Susan G. Lichtenfeld at DLA Piper LLP (US), 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Primary Document to be Recorded

Memorandum dated as of February 28, 2014 of Railcar Mortgage and Security Agreement dated as of February 28, 2014 between Shasta Sunset Corporation and Numerica Credit Union.

Very truly yours,

DLA Piper LLP (US)


Susan G. Lichtenfeld

Enclosure

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MEMORANDUM

DATED AS OF FEBRUARY 28, 2014

OF

RAILCAR MORTGAGE AND SECURITY AGREEMENT

DATED AS OF FEBRUARY 28, 2014

BETWEEN

SHASTA SUNSET CORPORATION

("GRANTOR")

AND

NUMERICA CREDIT UNION

("LENDER")

WHEREAS, BG & CM Railroad, Inc. ("Borrower") and Lender entered into that certain Business Loan Agreement, dated as of February 28, 2014, (as amended, restated or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lender agreed to extend to the Borrower a term loan to be evidenced by a promissory note payable by Borrower to the order of the Lender;

WHEREAS, Grantor and the Lender entered into a certain Railcar Mortgage and Security Agreement, dated as of February 28, 2014 (as amended, restated or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor granted a security interest in favor of the Lender to secure the loan extended under the Loan Agreement (the "Loan");

WHEREAS, it is a condition precedent to the obligation of the Lender to make and maintain the Loan that a memorandum of the Security Agreement (the "Memorandum") set forth herein is to be filed and recorded with the Surface Transportation Board.

1. Definitions. Except as otherwise defined in this Memorandum, terms defined in the Loan Agreement or by reference therein are used herein as defined therein.

2. Security Interest. Subject to the terms, conditions, covenants and agreements set forth in the Loan Agreement and the Security Agreement and pursuant thereto, the Grantor assigned, mortgaged, pledged, hypothecated, transferred and set over to the Lender and granted to the Lender a first priority lien on and security interest in all of the Grantor's right, title and interest in and to the equipment more fully described on Schedule 1 hereto and to the Security Agreement and agreed that such equipment shall constitute Collateral subject to the grant of security by the Grantor set forth in the Security Agreement.

3. Conflict. This Memorandum is not a summary of the Loan Agreement or the Security Agreement, nor a complete recitation of the terms and provisions thereof. The Grantor and the Lender agree that in the event of a conflict between this Memorandum and the provisions of the Loan Agreement or the Security Agreement, as the case may be, the provisions of the Loan Agreement or the Security Agreement, as the case may be, shall control.

4. Counterparts. This Memorandum may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Memorandum by signing any such counterpart;

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Memorandum in one or more counterparts as of the date first set forth above.

SHASTA SUNSET CORPORATION

By: MICHAEL W WILLIAMS
Name: Michael W Williams
Title: President

NUMERICA CREDIT UNION

By: Chris Gunning
Name: Chris Gunning
Title: Commercial Lending
Team Leader

[Signature Page to Memorandum]

STATE OF Washington
COUNTY OF Spokane)SS.

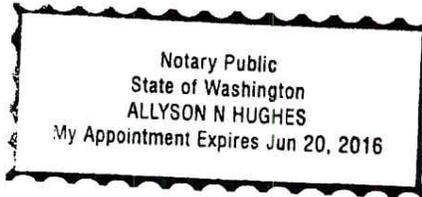
On this 1 day of ~~February, 2012~~ March 2014, before me appeared, to me personally known, who being by me duly sworn did say that he is Michael Williams of SHASTA SUNSET CORPORATION, a California corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Allyson N Hughes
Notary Public

My commission expires:

June 20 2016



STATE OF Washington
)ss.
COUNTY OF Spokane

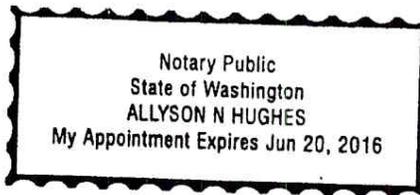
On this 1 day of ~~February, 2012~~ March 2014, before me appeared, to me personally known, who being by me duly sworn did say that he is the Chris Gunning of NUMERICA CREDIT UNION and that said instrument was signed and sealed in behalf of said bank by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Allyson N Hughes
Notary Public

My commission expires:

June 20 2016



SCHEDULE 1

COLLATERAL DESCRIPTION

Railcars

Description	Road or Serial Number
Shasta Dinner Car	MR2838
Siskiyou Dinner Car	MR2819
Lassen Dinner Car	MR2900
Trinity Dinner Car	MR2801
Dance Car	MR2109