



August 13, 2014

**Via Electronic Filing**

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) is a copy of the Memorandum of Assignment and Assumption Agreement, dated as of August 7, 2014, between MWN Marketing, LLC and Rail Connection, Inc. a secondary document as defined in the Board's Rules for the Recordation of Documents. The primary document recordation number to which it is connected is recordation number 30253.

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

<b>Assignee:</b>	MWN Marketing, LLC 655 Wyndwatch Dr. Cincinnati, OH 45230	<b>Assignor:</b>	Rail Connection, Inc. 737 Eleanor Industrial Park Eleanor, WV 25070
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A description of the railroad equipment covered by the attached document is:

Up to 20 4750 c.f. covered hopper railcars bearing reporting marks:

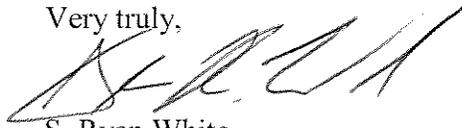
DJTX 475382, DJTX 475383, DJTX 475385, DJTX 475387, DJTX 475388, DJTX 475389,  
DJTX 475391, DJTX 475392, DJTX 475393, DJTX 475396, DJTX 475399, DJTX 475400,  
DJTX 475511, DJTX 475651, DJTX 475775, DJTX 475547, DJTX 475568, DJTX 475588,  
DJTX 475696, DJTX 475685

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

Memorandum of Assignment and Assumption Agreement

In addition, the Surface Transportation Board Recording fee of \$44 is being mailed separately. Thank you.

Very truly,

A handwritten signature in black ink, appearing to read 'S. Ryan White', written in a cursive style.

S. Ryan White

Enclosure

**MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT** dated as of the 7th day of August 2014, (the “Memorandum”) is made by and between Rail Connection, Inc., a West Virginia Corporation, with an address of 737 Eleanor Industrial Park, Eleanor, West Virginia 25070 (the “Assignor”), MWN Marketing, LLC, an Ohio Limited Liability Company, with an address at 6655 Wyndwatch Dr. Cincinnati, OH 45230 (the “Assignee” and, together with the Assignor, the “Parties”).

WHEREAS, on June 1, 2012, The David J. Joseph Company entered into a Rail Equipment Lease (the “Original Lease”) with Reflective Recycling, Inc. (the “Lessee”) whereby the Lessee leased 12 railcars from The David J. Joseph Company. Evidence of the Original Lease was recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on June 13, 2012 under recordation number 30253; and

WHEREAS, on June 23, 2013, the David J. Joseph Company and Lessee amended the Original Lease by executing Amendment No. 1 to Railroad Equipment Lease (the “First Lease Amendment”) which added three additional cars to the Original Lease. Evidence of the First Lease Agreement was recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on July 31, 2013 under recordation number 30253A; and

WHEREAS, on September 17, 2013, the David J. Joseph Company and Lessee amended the Original Lease, as amended by the First Lease Agreement, by executing Amendment No. 2 to Railroad Equipment Lease (the “Second Lease Amendment”) which substituted 2 cars on the Original Lease with 2 additional cars. Evidence of the Second Lease Agreement was recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on October 29, 2013 under recordation number 30253B; and

WHEREAS, on December 10, 2013, the David J. Joseph Company assigned its interest in the Original Lease, as amended by the First Lease Amendment and the Second Lease Amendment, to Assignor. Evidence of the Assignment and Assumption Agreement was recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on January 14, 2014 under recordation number 30253C; and

WHEREAS, on December 10, 2013, the Assignor and Assignee entered into an Assignment and Assumption Agreement (the “Assignment”) whereby the Assignor assigned its interest in the Original Lease and the Assignee assumed all obligations under the Original Lease, as amended by the First Lease Amendment and the Second Lease Amendment, to Assignee. The Assignment is attached hereto as Exhibit B; and

WHEREAS, the Parties wish to show for the public record the existence of the Assignment, and the respective interests therein of the Parties in and to the Cars and the Lease, and accordingly the Parties have caused this Memorandum to be executed by their respective

duly authorized officers, as of the date first above written and filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301(a); and

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument the Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in, to, and under the Lease in accordance with the terms and conditions of the Assignment, and the Assignee confirms and accepts assignment upon such terms and conditions.

**IN WITNESS WHEREOF**, each of the undersigned has caused this Memorandum of Assignment and Assumption Agreement 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 the Assignor 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 the Assignor. I further declare under penalty of perjury that the foregoing is true and correct. Executed on August 7, 2014

**RAIL CONNECTION, INC.**, as Assignor

By: 

Name: Warren K. Higginbotham

Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Assignee by authority of its Members and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Assignee. I further declare under penalty of perjury that the foregoing is true and correct. Executed on August 7, 2014

**MWN MARKETING, LLC**, as Assignee

By: 

Name: Mark Muehly

Title: Member

**EXHIBIT A**  
**DESCRIPTION OF RAILCARS**

See Attached

**MWN Marketing, LLC**

Attachment "A"

Twenty, 4750 c.f. covered hopper railcars bearing reporting marks:

DJTX475382  
DJTX475383  
DJTX475385  
DJTX475387  
DJTX475388  
DJTX475389  
DJTX475391  
DJTX475392  
DJTX475393  
DJTX475396  
DJTX475399  
DJTX475400  
DJTX475511  
DJTX475651  
DJTX475775  
DJTX475547  
DJTX475568  
DJTX475588  
DJTX475696  
DJTX475685

**EXHIBIT B**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

See Attached

*Reflection Reception (15)*

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("ASSIGNMENT AND ASSUMPTION AGREEMENT"), dated as of December 10<sup>th</sup>, 2013, entered into by and between **MWN MARKETING, LLC** ("ASSIGNEE"), a Ohio Limited Liability Company; and **RAIL CONNECTION, INC.** ("ASSIGNOR"), a West Virginia corporation. (All initially capitalized terms used and not otherwise defined in this ASSIGNMENT AND ASSUMPTION AGREEMENT shall have the meanings ascribed to them in the AGREEMENT, as hereinafter defined.)

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Purchase and Sale Agreement dated as of December 10, 2013 (the "AGREEMENT"), pursuant to which ASSIGNEE has purchased, among other things, the railcars described on Schedule I attached hereto (the "CARS");

WHEREAS, the CARS are subject to the Lease identified on Schedule I (the "LEASE");

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR hereby sells, assigns and transfers all of its right, title and interest in and to the LEASE to ASSIGNEE without recourse, warranty or representation of any kind or type whatsoever, except the representations and warranties under Section 5 of the AGREEMENT.

2. ASSIGNEE hereby assumes all of the obligations of ASSIGNOR as Lessor under the LEASE, except for obligations that arose prior to the Closing Date (as such term is defined in the AGREEMENT) and the obligations of Lessor under Section 4 of the Lease, in connection with the fulfillment of the terms of the Lease.

3. ASSIGNEE shall indemnify and hold ASSIGNOR harmless from and against any and all costs, claims, liabilities and causes of action, including, but not limited to, attorneys' fees and costs of defending such claims and causes of action (collectively, "CLAIMS"), arising from events and occurrences from and after the Closing Date with respect to the CARS and the LEASE.

4. ASSIGNOR shall indemnify and hold ASSIGNEE harmless from and against CLAIMS arising from events and occurrences prior to the Closing Date with respect to the CARS and the LEASE.

5. This ASSIGNMENT AND ASSUMPTION AGREEMENT shall inure to the benefit of, and shall be binding upon, ASSIGNOR, ASSIGNEE, and their respective successors and assigns.

6. Amendments to this ASSIGNMENT AND ASSUMPTION AGREEMENT may be made only by an instrument or instruments in writing signed by authorized representative of both parties hereto.

IN WITNESS WHEREOF, the undersigned, being duly sworn, have hereunto set their hands and seals, at the County of [ ] State of [ ], this [ ] day of [ ] 20[ ].

RAIL CONNECTION, INC.  
(ASSIGNOR)

By: 

Name: Warren K. Higginbotham

Title: Vice President

MWV MARKETING, LLC  
(ASSIGNEE)

By: 

Name: Mark Mackey

Title: Member

SCHEDULE  
10

ASSIGNMENT AND ASSUMPTION AGREEMENT

**DESCRIPTION OF CARS:**

Forty-two (42) 4000 c.f. gondola railcars bearing reporting marks:

DJTX315110	DJTX321012
DJTX315117	DJTX321013
DJTX315150	DJTX321014
DJTX315152	DJTX321015
DJTX315158	DJTX321016
DJTX315177	DJTX321017
DJTX315179	DJTX321018
DJTX315186	DJTX321020
DJTX315187	DJTX321021
DJTX315199	DJTX321022
DJTX320512	DJTX321023
DJTX320526	DJTX321024
DJTX320529	DJTX321025
DJTX320542	DJTX321026
DJTX320561	DJTX321027
DJTX320564	DJTX321028
DJTX320568	DJTX321029
DJTX321004	DJTX321030
DJTX321007	DJTX321031
DJTX321009	DJTX321032
DJTX321010	DJTX321033

**LEASE:**

**Indiana and Ohio Railway Company:**  
Agreement dated December 12, 2011  
Amendment No. 1 dated October 4, 2013  
Acceptance Certificate dated December 12, 2011  
Acceptance Certificate dated October 4, 2013

**DESCRIPTION OF CARS:**

Fifteen (15) 4750 c.f. covered hopper railcars bearing reporting marks:

DJTX475382  
DJTX475383  
DJTX475385  
DJTX475387  
DJTX475388  
DJTX475389  
DJTX475391  
DJTX475392  
DJTX475393  
DJTX475396  
DJTX475399  
DJTX475400  
DJTX 475651  
DJTX 475511  
DJTX 475775

**LEASE:**

**Reflective Recycling, Inc.:**

Railroad Equipment Lease dated June 1, 2012

Memorandum of Lease bearing Recordation No. 30253

Amendment No. 1 dated June 24, 2013

Memorandum of Amendment No. 1 bearing Recordation No. 30253-A

Amendment No. 2 dated September 17, 2013

Memorandum of Amendment No. 2 bearing Recordation No. 30253-B