

JUN 25 '10 -5 30 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

June 25, 2010

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 Lease Assignment, dated as of June 25, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Amended and Restated Schedule to Lease previously filed with the Board under Recordation Number 27078-A.

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

Assignor:	RBS Asset Finance, Inc. 71 South Wacker Drive, 28 th Floor Chicago, IL 60606
Assignee:	Massmutual Asset Finance LLC 2 Hampshire Street, Suite 101 Foxborough, MA 02035

Section Chief
June 25, 2010
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A description of the railroad equipment covered by the enclosed document is:

Railcars within the series BRCX 1073 - BRCX 3074 as more particularly set forth in the equipment schedule attached to the document.

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

Memorandum of Lease Assignment.

Also enclosed is a check in the amount of \$41.00 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,



Robert W. Alvord

RWA/sem
Enclosures

JUN 25 '10 -5 30 PM

MEMORANDUM OF LEASE ASSIGNMENT
(Surface Transportation Board)**SURFACE TRANSPORTATION BOARD**

This Memorandum of Lease Assignment, dated as of June 25, 2010, is made by RBS Asset Finance, Inc., a New York corporation ("Assignor") and MassMutual Asset Finance LLC, a Delaware, limited liability company ("Assignee").

Pursuant to that certain Master Rail Lease Agreement, dated as of July 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Master Lease"), between Assignor and Bunge North America, Inc., a New York corporation ("Lessee"), Assignor and Lessee have entered into that certain Amended and Restated Equipment Schedule No. 1 (as amended, supplemented or otherwise modified from time to time, the "Equipment Schedule"), which Equipment Schedule incorporates all of the terms and conditions of the Master Lease. The Equipment Schedule covers the property described on the attached Exhibit A (the "Equipment").

Assignor has assigned, transferred and conveyed to Assignee all of Assignor's right, title and interest, and all of Assignor's obligations, in, to and under the Equipment Schedule and in and to the Equipment.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Assignment as of the day and year first written above.

RBS ASSET FINANCE, INC., Assignor

By: _____

Name: _____

Janet Melancon**Assistant Vice President**

Title: _____

MASSMUTUAL ASSET FINANCE LLC,
Assignee

By: _____

Name: _____

Title: _____

MEMORANDUM OF LEASE ASSIGNMENT
(Surface Transportation Board)

This Memorandum of Lease Assignment, dated as of June 25, 2010, is made by RBS Asset Finance, Inc., a New York corporation ("Assignor") and MassMutual Asset Finance LLC, a Delaware, limited liability company ("Assignee").

Pursuant to that certain Master Rail Lease Agreement, dated as of July 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Master Lease"), between Assignor and Bunge North America, Inc., a New York corporation ("Lessee"), Assignor and Lessee have entered into that certain Amended and Restated Equipment Schedule No. 1 (as amended, supplemented or otherwise modified from time to time, the "Equipment Schedule"), which Equipment Schedule incorporates all of the terms and conditions of the Master Lease. The Equipment Schedule covers the property described on the attached Exhibit A (the "Equipment").

Assignor has assigned, transferred and conveyed to Assignee all of Assignor's right, title and interest, and all of Assignor's obligations, in, to and under the Equipment Schedule and in and to the Equipment.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Assignment as of the day and year first written above.

RBS ASSET FINANCE, INC., Assignor

By: _____

Name: _____

Title: _____

MASSMUTUAL ASSET FINANCE LLC,
Assignee

By: Rosemary Abbott

Name: Rosemary Abbott
Vice President

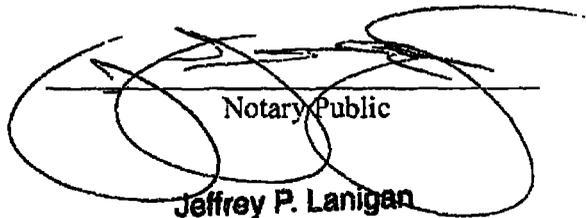
Title: _____

State of Illinois)
) ss:
County of Cook)

BEFORE ME, a Notary Public in and for said County and State, personally appeared RBS Asset Finance, Inc., a New York corporation (the "Corporation"), by Janet Melancon, its Assistant Vice President, who acknowledged that he signed the foregoing Memorandum of Lease Assignment and that the same is his free act and deed, individually and as an officer of the Corporation, and the free act and deed of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, this 26 day of June, 2010.




Notary Public
Jeffrey P. Lanigan

State of Massachusetts)
) ss:
County of Norfolk)

BEFORE ME, a Notary Public in and for said County and State, personally appeared MassMutual Asset Finance LLC, a Delaware limited liability company (the "Corporation"), by Rosemary Abbott, its Vice President, who acknowledged that he signed the foregoing Memorandum of Lease Assignment and that the same is his free act and deed, individually and as an officer of the Corporation, and the free act and deed of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Foxboro, Massachusetts, this 25th day of June, 2010.

Alison C. Oldmixon
Notary Public



EXHIBIT A
to
MEMORANDUM OF LEASE

1. Equipment Schedule: Amended and Restated Equipment Schedule No. 1.
2. Initial Term: The Initial Term of Amended and Restated Equipment Schedule No. 1 is 180 months commencing as of July 20, 2007.
3. Equipment: The Equipment covered by Amended and Restated Equipment Schedule No. 1 consists of the following described property together with all additions, attachments, accessories and accessions thereto, whether or not furnished by the supplier of the Equipment, any and all substitutions, replacements or exchanges therefor and any and all proceeds (including insurance proceeds) of the foregoing:

Series BRCX Union Tank Car 2000 Built Tankcars:

BRCX 1301	BRCX 1332	BRCX 1364	BRCX 1395	BRCX 2016	BRCX 2048
BRCX 1302	BRCX 1333	BRCX 1365	BRCX 1396	BRCX 2017	BRCX 2049
BRCX 1303	BRCX 1334	BRCX 1366	BRCX 1397	BRCX 2018	BRCX 2050
BRCX 1304	BRCX 1335	BRCX 1367	BRCX 1398	BRCX 2019	BRCX 2051
BRCX 1305	BRCX 1336	BRCX 1368	BRCX 1399	BRCX 2020	BRCX 2052
BRCX 1306	BRCX 1337	BRCX 1369	BRCX 1400	BRCX 2021	BRCX 2053
BRCX 1307	BRCX 1338	BRCX 1370	BRCX 1401	BRCX 2022	BRCX 2054
BRCX 1308	BRCX 1339	BRCX 1371	BRCX 1402	BRCX 2023	BRCX 2055
BRCX 1309	BRCX 1340	BRCX 1372	BRCX 1403	BRCX 2024	BRCX 2057
BRCX 1310	BRCX 1341	BRCX 1373	BRCX 1404	BRCX 2025	BRCX 2058
BRCX 1311	BRCX 1342	BRCX 1374	BRCX 1405	BRCX 2026	BRCX 2059
BRCX 1312	BRCX 1343	BRCX 1375	BRCX 1406	BRCX 2027	BRCX 2060
BRCX 1313	BRCX 1344	BRCX 1376	BRCX 1407	BRCX 2028	BRCX 2061
BRCX 1314	BRCX 1345	BRCX 1377	BRCX 1408	BRCX 2029	BRCX 2062
BRCX 1315	BRCX 1346	BRCX 1378	BRCX 1409	BRCX 2030	BRCX 2063
BRCX 1316	BRCX 1347	BRCX 1379	BRCX 2000	BRCX 2031	BRCX 2064
BRCX 1317	BRCX 1348	BRCX 1380	BRCX 2001	BRCX 2032	BRCX 2065
BRCX 1318	BRCX 1349	BRCX 1381	BRCX 2002	BRCX 2033	BRCX 2066
BRCX 1319	BRCX 1350	BRCX 1382	BRCX 2003	BRCX 2034	BRCX 2067
BRCX 1320	BRCX 1351	BRCX 1383	BRCX 2004	BRCX 2035	BRCX 2068
BRCX 1321	BRCX 1353	BRCX 1384	BRCX 2005	BRCX 2036	BRCX 2069
BRCX 1322	BRCX 1354	BRCX 1385	BRCX 2006	BRCX 2037	BRCX 2070
BRCX 1323	BRCX 1355	BRCX 1386	BRCX 2007	BRCX 2038	BRCX 2071
BRCX 1324	BRCX 1356	BRCX 1387	BRCX 2008	BRCX 2039	BRCX 2072
BRCX 1325	BRCX 1357	BRCX 1388	BRCX 2009	BRCX 2040	BRCX 2073
BRCX 1326	BRCX 1358	BRCX 1389	BRCX 2010	BRCX 2042	BRCX 2074
BRCX 1327	BRCX 1359	BRCX 1390	BRCX 2011	BRCX 2043	BRCX 2075
BRCX 1328	BRCX 1360	BRCX 1391	BRCX 2012	BRCX 2044	BRCX 2076
BRCX 1329	BRCX 1361	BRCX 1392	BRCX 2013	BRCX 2045	BRCX 2078
BRCX 1330	BRCX 1362	BRCX 1393	BRCX 2014	BRCX 2046	BRCX 2079
BRCX 1331	BRCX 1363	BRCX 1394	BRCX 2015	BRCX 2047	BRCX 2080

BRCX 2081	BRCX 2085	BRCX 2089	BRCX 2093	BRCX 2097
BRCX 2082	BRCX 2086	BRCX 2090	BRCX 2094	BRCX 2098
BRCX 2083	BRCX 2087	BRCX 2091	BRCX 2095	BRCX 2099
BRCX 2084	BRCX 2088	BRCX 2092	BRCX 2096	

Series BRCX Union Tank Car 1998 Built Tankcars:

	BRCX 1097	BRCX 1123	BRCX 1150	BRCX 1175	BRCX 1202
BRCX 1073	BRCX 1098	BRCX 1124	BRCX 1151	BRCX 1176	BRCX 1203
BRCX 1074	BRCX 1099	BRCX 1126	BRCX 1152	BRCX 1177	BRCX 1204
BRCX 1075	BRCX 1100	BRCX 1127	BRCX 1153	BRCX 1179	BRCX 1205
BRCX 1076	BRCX 1101	BRCX 1128	BRCX 1154	BRCX 1180	BRCX 1206
BRCX 1077	BRCX 1102	BRCX 1129	BRCX 1155	BRCX 1181	BRCX 1207
BRCX 1078	BRCX 1103	BRCX 1130	BRCX 1156	BRCX 1182	BRCX 1208
BRCX 1079	BRCX 1104	BRCX 1132	BRCX 1157	BRCX 1183	BRCX 1210
BRCX 1080	BRCX 1105	BRCX 1133	BRCX 1158	BRCX 1184	BRCX 1211
BRCX 1081	BRCX 1106	BRCX 1134	BRCX 1159	BRCX 1185	BRCX 1213
BRCX 1082	BRCX 1107	BRCX 1135	BRCX 1160	BRCX 1186	BRCX 1214
BRCX 1083	BRCX 1108	BRCX 1136	BRCX 1161	BRCX 1187	BRCX 1215
BRCX 1084	BRCX 1109	BRCX 1137	BRCX 1162	BRCX 1188	BRCX 1216
BRCX 1085	BRCX 1110	BRCX 1138	BRCX 1163	BRCX 1189	BRCX 1217
BRCX 1086	BRCX 1111	BRCX 1139	BRCX 1164	BRCX 1190	BRCX 1218
BRCX 1087	BRCX 1112	BRCX 1140	BRCX 1165	BRCX 1191	BRCX 1219
BRCX 1088	BRCX 1113	BRCX 1141	BRCX 1166	BRCX 1192	BRCX 1220
BRCX 1089	BRCX 1114	BRCX 1142	BRCX 1167	BRCX 1193	BRCX 1221
BRCX 1090	BRCX 1115	BRCX 1143	BRCX 1168	BRCX 1195	BRCX 1222
BRCX 1091	BRCX 1116	BRCX 1144	BRCX 1169	BRCX 1196	BRCX 1223
BRCX 1092	BRCX 1117	BRCX 1145	BRCX 1170	BRCX 1197	BRCX 1224
BRCX 1093	BRCX 1118	BRCX 1146	BRCX 1171	BRCX 1198	
BRCX 1094	BRCX 1119	BRCX 1147	BRCX 1172	BRCX 1199	
BRCX 1095	BRCX 1121	BRCX 1148	BRCX 1173	BRCX 1200	
BRCX 1096	BRCX 1122	BRCX 1149	BRCX 1174	BRCX 1201	

Series BRCX Trinity Industries, Inc 1998 Built Tankcars:

BRCX 3000	BRCX 3048
BRCX 3001	BRCX 3049
BRCX 3002	BRCX 3050
BRCX 3003	BRCX 3051
BRCX 3004	BRCX 3052
BRCX 3005	BRCX 3053
BRCX 3006	BRCX 3054
BRCX 3007	BRCX 3055
BRCX 3008	BRCX 3056
BRCX 3009	BRCX 3057
BRCX 3010	BRCX 3058
BRCX 3011	BRCX 3059
BRCX 3012	BRCX 3060
BRCX 3013	BRCX 3061
BRCX 3014	BRCX 3062
BRCX 3015	BRCX 3063
BRCX 3016	BRCX 3064
BRCX 3017	BRCX 3065
BRCX 3018	BRCX 3066
BRCX 3019	BRCX 3067
BRCX 3020	BRCX 3068
BRCX 3021	BRCX 3069
BRCX 3022	BRCX 3070
BRCX 3023	BRCX 3071
BRCX 3025	BRCX 3072
BRCX 3026	BRCX 3073
BRCX 3027	BRCX 3074
BRCX 3028	
BRCX 3029	
BRCX 3030	
BRCX 3031	
BRCX 3032	
BRCX 3033	
BRCX 3034	
BRCX 3035	
BRCX 3036	
BRCX 3037	
BRCX 3038	
BRCX 3039	
BRCX 3040	
BRCX 3041	
BRCX 3042	
BRCX 3043	
BRCX 3044	
BRCX 3045	
BRCX 3046	
BRCX 3047	

Series BRCX Trinity Industries, Inc 1999 Built Tankcars:

BRCX 1131

BRCX 1209

BRCX 1212

Series BRCX Trinity Industries, Inc 1999 Built Tankcars:

BRCX 3024

BILL OF SALE

THIS BILL OF SALE is given by RBS Asset Finance, Inc. (herein the "Seller"), to MassMutual Asset Finance LLC (herein the "Buyer").

WITNESSETH:

THAT FOR TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby bargain, sell, assign, transfer and set over to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the items of equipment and other property listed on Schedule A attached hereto (the "Property").

The Seller's interest in the Property is sold hereunder AS IS, WHERE IS, WITHOUT WARRANTY, express or implied, with respect to any matter whatsoever, except that Seller warrants that such interest is conveyed free and clear of all claims, liens and encumbrances arising by, or through Seller or by reason of any act or omission of Seller.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed as of June 25, 2010.

RBS ASSET FINANCE, INC.

By: 
Name: Janet Melaneen
Title: Assistant Vice President

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 6/25/10



Robert W. Alvord