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RECORDATION NO. 30272-F  
FILED NOVEMBER 1, 2016 5:01 PM  
SURFACE TRANSPORTATION BOARD

November 1, 2016

**VIA E-FILING**

Chief of the Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423 – 0001

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 of Assignment of Lease dated as of November 1, 2016 between RDRX Leasing 1, LLC and Citicorp Railmark, Inc., a secondary document as defined in the STB’s Rules for the Recordation of Documents.

The enclosed document relates to the lease identified in the Memorandum of Lease Agreement dated as of June 29, 2012, which was previously filed with the STB on June 29, 2012 under recordation number 30272, and to the assignment documents filed with the STB under recordation number 30272-A and 30272-B.

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

Assignor: RDRX Leasing 1, LLC  
East Tower - Tower Floor  
1415 West 22nd Street  
Oak Brook, IL 60523

Assignee: Citicorp Railmark, Inc.  
390 Greenwich Street  
1st Floor  
New York, NY 10013



Section Chief  
November 1, 2016  
Page Two

A description of the railroad equipment covered by the enclosed document is:

On hundred twenty seven (127) covered hopper railcars marked (all inclusive):

STLX 5370 – STLX 5384  
STLX 5386 – STLX 5437  
STLX 5439 – STLX 5467  
STLX 5469 – STLX 5499

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

Memorandum of Assignment of Lease.

The required recordation fee of \$45.00 is being paid to the Surface Transportation Board by charge to our firm account.

Kindly return a file-stamped copy of the enclosed document and this letter to the undersigned.

Thank you for your attention to this request.

Very truly yours,

**DLA PIPER LLP (US)**

A handwritten signature in blue ink that reads 'Susan G. Lichtenfeld'.

Susan G. Lichtenfeld

SGL/rg  
Enclosure

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE (this "Memorandum") dated as of November 1, 2016, is made by and between RDRX Leasing 1, LLC, a Delaware limited liability company ("Seller"), and Citicorp Railmark, Inc., a Delaware corporation ("Buyer" and, together with Seller, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Tate & Lyle Ingredients Americas LLC ("Lessee") is leasing the railcars identified on Schedule 1 attached hereto (the "Equipment") from Seller, as lessor (as successor lessor to Redwood Rail, LLC, successor lessor to Midwest Railcar Corporation), pursuant to that certain that certain Schedule Number 90004 dated as of June 29, 2012, as amended (the "Schedule"), by and between Seller (or its predecessor in interest), as lessor, and Lessee, as lessee, to that certain Rail Equipment Net Leasing Agreement Number 21621-90000 dated as of December 6, 2010, as amended, by and between Banc of America Leasing & Capital, LLC, and Tate & Lyle Ingredients Americas, Inc., as amended (collectively, the "Lease").

WHEREAS, a Memorandum of Assignment of Lease between Midwest Railcar Corporation and Redwood Rail, LLC dated as of September 29, 2015 with respect to the Equipment was filed with the Surface Transportation Board and assigned recordation number 30272-A and with the Office of the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act as Deposit Number 24841.

WHEREAS, pursuant to a Purchase and Sale Agreement dated as of November 1, 2016, between Seller and Buyer (the "Purchase Agreement"), Seller agreed to sell the Equipment to Buyer and to assign to Buyer the rights and obligations of Seller in, to and under the Lease arising from and after the dates of such sale and assignment under the Purchase Agreement, and Buyer agreed to purchase the Equipment and agreed to such assignment under the Purchase Agreement.

WHEREAS, Seller and Buyer acknowledge that the only lease schedule subject to the Master Lease being assigned to, and assumed by, Buyer is the Schedule.

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment, and the respective interests therein of the Parties.

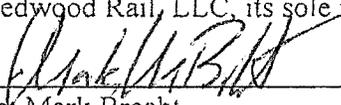
WHEREAS, this Memorandum may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the parties but all of which taken together shall constitute a single instrument.

WHEREAS, in the event of any conflict between the provisions of this Memorandum and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

NOW, THEREFORE, the Parties agree to the foregoing recitals and agree that Buyer may, at its option and cost, file this Memorandum with the Surface Transportation Board, the Registrar General of Canada and/or any other public registry pursuant to applicable law.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Memorandum to be duly executed all as of the date above written, and the undersigned signatories each hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

RDRX LEASING I, LLC,  
Assignor  
By Redwood Rail, LLC, its sole member

By:   
Name: Mark Brecht  
Title: President

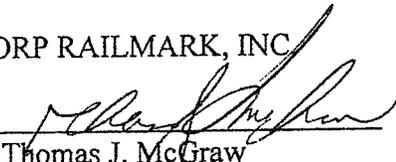
CITICORP RAILMARK, INC.

By: \_\_\_\_\_  
Name: Thomas J. McGraw  
Title: Senior Vice President

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Memorandum to be duly executed all as of the date above written, and the undersigned signatories each hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below its signature.

RDRX LEASING 1, LLC,  
Assignor  
By Redwood Rail, LLC, its sole member

By: \_\_\_\_\_  
Name: Mark Brecht  
Title: President

CITICORP RAILMARK, INC  
By:   
Name: Thomas J. McGraw  
Title: Senior Vice President

**SCHEDULE 1**  
**TO THE MEMORANDUM OF ASSIGNMENT OF LEASE**  
Description of Equipment

One-Hundred Twenty-Seven (127) 5450 c.f., 286K GRL, gravity unloading covered hopper railcars originally built by Trinity Industries in 1996 bearing the following reporting marks and numbers:

| <b>Reporting Marks &amp; Numbers</b> |
|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| 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                           |
| STLX005398                           | STLX005430                           | STLX005463                           | STLX005496                           |
| STLX005399                           | STLX005431                           | STLX005464                           | STLX005497                           |
| STLX005400                           | STLX005432                           | STLX005465                           | STLX005498                           |
| STLX005401                           | STLX005433                           | STLX005466                           | STLX005499                           |
| STLX005402                           | STLX005434                           | STLX005467                           |                                      |