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April 9, 2012

Surface Transportation Board
Attn. Secretary
1925 K Street N.W.
Washington, D.C. 20423

RECORDATION NO. 30177-A FILED

APR 19 '12 -2 04 PM

SURFACE TRANSPORTATION BOARD

Dear Secretary:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is two (2) copies of a Memorandum of Collateral Assignment of Lease Agreement, dated as of March 30, 2012. Please record as a primary recordation.

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

Assignor: Arrow Rail, LLC.
2704 SE Otis Corley Drive
Bentonville, AR 72712

Assignee: United Bank
2600 South Thompson
Springdale, AR 72764
Attention: Clinton Ryan

A description of the railroad equipment covered by the enclosed document is identified in Exhibit A attached hereto.

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,

Clinton Ryan

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF (COLLATERAL) ASSIGNMENT OF LEASE

The Memorandum of (Collateral) Assignment of Lease is hereby entered into as of the 10th day of March, 2012, by and between United Bank, Springdale, Arkansas, a Federally Chartered Bank ("Bank"), and Arrow Rail, LLC., an Arkansas Limited Liability Company ("Assignor").

WITNESSETH:

1. The Assignor hereby assigns, transfers and sets over unto Bank, all of the Assignor's right, title and interest (but not its obligations) in certain leases, hereinafter described in paragraph 2 infra, and any other Equipment Riders and schedules thereto (together, the "Lease", whether one or more) and all rents and other sums due thereunder, and all proceeds there from with respect to those certain railcars identified on the attached Exhibit 'A' hereto ("Railcars"), and all rents, renewal rents, proceeds of the settlement for the Railcars which are lost, destroyed or damaged beyond repair and all sums due and to become due under and pursuant to or by reason of the Lease, as well as any and all subleases of the Railcars.

2. The Assignor has assigned its interest, as set forth in paragraph 1 supra, in the following lease:

- A). Schedule No. 01 (the "Schedule") with respect to that certain "Master Lease" Agreement No. HBC-0212 dated February 28, 2012 (the "Lease") entered into by Everest Railcar Services, Inc., an Arkansas corporation (and referred to herein as "Lessor") and Heritage Bag Company ("Lessee").

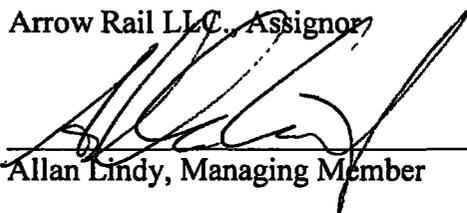
3. This assignment is given and intended as continuing collateral for the payment of the indebtedness of the Assignor (as "Grantor") to Bank (as "Lender") as provided for in the Commercial Security Agreement dated the 30th of March, 2012 (the "Agreement"), including but not limited to any and all promissory notes executed thereunder (the "Promissory Notes"), including any and all interest thereon and expenses therefore and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or reincurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefore or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Assignor to Bank of any and all indebtedness of the Assignor to Bank arising under the Agreement and the Promissory Note, while no default exists under any of the other provisions thereof. If such payment in full is made by the Assignor while no such default

exists or is any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Assignor, the Assignor shall be entitled to have the Assignment discharged.

4. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease may be executed in any number of counterparts, each executed counterpart constituting an original but together only one memorandum of Assignment of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

Arrow Rail LLC, Assignor

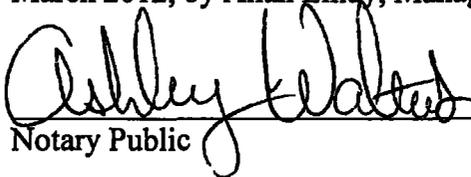

Allan Lindy, Managing Member

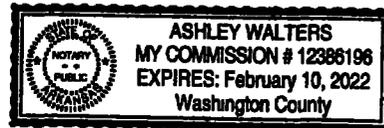
UNITED BANK, Assignee


Clinton Ryan, VP Commercial Lender

STATE OF ARKANSAS
COUNTY OF *Washington*

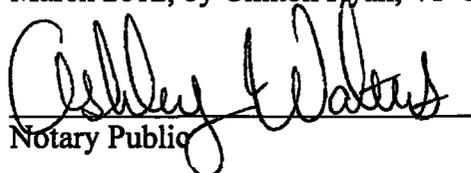
The foregoing Assignment of Lease was acknowledged before me this ___ day of March 2012, by Allan Lindy, Managing Member of Arrow Rail LLC.


Notary Public



STATE OF ARKANSAS
COUNTY OF *Washington*

The foregoing Assignment of Lease was acknowledged before me this ___ day of March 2012, by Clinton Ryan, VP Commercial Lender of United Bank.


Notary Public

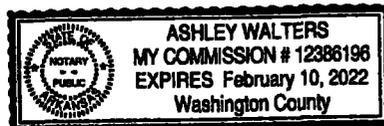


EXHIBIT C

Description of Railcars and Reporting Marks

Number of Cars in Lease: Eight (8)

Description of Cars AAR Car Type C214 with a capacity of 5700 cubic feet Cars will have a Gross Load Limit of 268,000 and be equipped with plastic pellet gates

Car Marks, Numbers:

EAMX 6883
EAMX 6884
EAMX 6909
EAMX 6925
EAMX 6933
EAMX 6939
EAMX 6961
EAMX 6974

