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December 24, 2015

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 Assignment of Lease, dated as of December 24, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Schedule previously filed with the Commission under Recordation Number 18911-E.

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

Assignor:	Fifth Third Equipment Finance Company 38 Fountain Square Plaza MD 10904A Cincinnati, OH 45263
Assignee:	Midwest Railcar Corporation 4949 Autumn Oaks Drive Maryville, IL 62062
[Lessee:	Archer Daniels Midland Company (successor by assignment to Minnesota Corn Processors) 4666 Faries Parkway Decatur, IL 62526]

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

24 railcars: DMIX 5000 through DMIX 5024, excluding one railcar
CASUALTIED: DMIX 5008 (all previously marked AMIX).

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

Memorandum of Assignment of Lease.

Also enclosed is a check in the amount of \$43.00 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,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM
Enclosures

MEMORANDUM OF ASSIGNMENT OF LEASE

(Schedule No. 4)

Dated as of December 24, 2015

between

FIFTH THIRD EQUIPMENT FINANCE COMPANY,
Assignor

and

MIDWEST RAILCAR CORPORATION

Assignee

Filed with the Surface Transportation Board pursuant to
49 U.S.C. § 11301 on December 24, 2015 at : .M
Recordation Number 18911-J

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE is made and entered into as of December 24, 2015, by and between FIFTH THIRD EQUIPMENT FINANCE COMPANY (“Fifth Third” or the “Assignor”) and MIDWEST RAIL CORPORATION (“Midwest” or the “Assignee”), with reference to the following:

Pitney Bowes Credit Corporation (“Pitney”), as Lessor, and Archer-Daniels-Midland Company, successor in interest to Minnesota Corn Processors, Inc. (“ADM”), as Lessee, have heretofore executed that certain Master Equipment Lease Agreement dated as of June 1, 1994 (the “Agreement”), and, pursuant thereto, that certain Lease Schedule No. 4 dated July 21, 1994 (the “Schedule” and together with the Agreement (solely to the extent the Agreement is incorporated into the Schedule by reference), the “Lease”), pertaining to the railcars described therein and further described on Exhibit No. 1 attached hereto (the “Railcars”).

The Agreement was recorded at the Surface Transportation Board (the “Board”) on July 22, 1994 under Recordation No. 18911.

Subsequently, Pitney sold and assigned its rights title and interest in the Lease and Railcars to NationsBanc Leasing Corporation (“NationsBanc”) (the “Initial Assignment”). The Initial Assignment was evidenced by an Assignment and Assumption dated as of June 1, 1994 between Pitney, as assignor and NationsBanc, as assignee that was recorded at the Board on July 22, 1994 under Recordation No. 18911-A (the “Initial Memorandum of Assignment”).

The Schedule covering the Railcars was recorded at the Board on July 22, 1994 under Recordation No. 18911-E.

Subsequently, Banc of America Leasing & Capital, LLC, successor by merger to NationsBanc (“BALC”), sold and assigned its rights title and interest in the Lease and Railcars to Fifth Third (the “Second Assignment”). The Second Assignment was evidenced by a Partial Assignment and Assumption Agreement dated as of August 30, 2002 between BALC, as assignor and The Fifth Third Leasing Company (now known as Fifth Third Equipment Finance Company), as assignee that was recorded at the Board on August 30, 2002 under Recordation No. 18911-G (the “Second Memorandum of Assignment”).

Now, Fifth Third, as assignor, wishes to assign to Midwest, and Midwest, as assignee, wishes to assume from Fifth Third, all of Fifth Third’s rights, title and interest in the Lease and the Railcars.

Assignor, as assignor, and Assignee, as assignee, have executed that certain Specification of Assigned Equipment Schedule dated as of the date hereof to that certain Assignment Agreement dated as of the date hereof by and between Assignor and Assignee, pursuant to which (a) Assignor has assigned to Assignee all of Assignor’s rights and obligations under the Lease and Assignee has assumed from Assignor all of Assignor’s rights and obligations under the Lease, in each case, solely with respect to the assigned Railcars (the terms of which assignment and assumption are more

particularly set forth in such Specification), and (b) Assignor has sold the assigned Railcars to Assignee.

The parties hereto wish to show for public record this Memorandum of Assignment of Lease to provide notice of such assignment.

This Memorandum of Assignment of Lease relates only to the sale by Assignor to Assignee of the assigned Railcars described herein and the assignment by Assignor to Assignee of the Lease solely as it pertains to such Railcars.

This Memorandum of Assignment of Lease may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Assignment of Lease.

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

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee 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 Assignee. I further declare under penalty of perjury that the foregoing is true and correct.

Assignee:

MIDWEST RAILCAR CORPORATION

By: 

Name: Richard M. Folio

Title: Executive Vice President

[Assignee signature page]

EXHIBIT NO. 1

EQUIPMENT DESCRIPTION

Twenty-four (24) 5125 CF Power Flow covered hopper railcars, manufactured in 1994 by Trinity Industries, Inc. bearing the following marks:

DMIX 5000 through DMIX 5007

(prior mark and number AMIX 5000 through AMIX 5007)

DMIX 5009 through DMIX 5024

(prior mark and number AMIX 5009 through AMIX 5024)

DMIX 5008 (prior mark and number AMIX 5008) was casualties.

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, 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: December 24, 2015



Claire E. Murphy