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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

April 28, 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 an Assignment of Lessor's Interest in Lease, dated as of September 26, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Assignment of Lease previously filed under Recordation Number 17028-N.

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

Assignor: Midwest Railcar Corporation
4949 Autumn Oaks Drive
Maryville, IL 62062

Assignee: Infinity Transportation III LLC
1355 Peachtree St.
Suite 750- South Tower
Atlanta, GA 30309

[Lessee: BNSF Railway Company, f/k/a Burlington
Northern Railroad Company
2500 Lou Menk Drive,
Fort Worth, TX 76131]

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

223 gondola railcars: BNSF 699100, BNSF 699101 and within the series BNSF 665000 – BNSF 665237 (not including identified casualties) (previously bearing BN reporting marks and road numbers) as more particularly set forth on the attachment to the document.

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

Assignment of Lessor's Interest in 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,



Edward M. Luria

EML/sem
Enclosures

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE
[BNSF Railway Company]

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Agreement") is made as of this 26th day of September, 2014 between MIDWEST RAILCAR CORPORATION (the "Assignor"), and INFINITY TRANSPORTATION III LLC (the "Assignee").

RECITALS

A. The Assignor is the owner of Two Hundred Twenty-Three (223) railcars, more specifically described in Schedule A attached hereto and made a part hereof (the "Railcars").

B. The Assignor, as successor lessor, and BNSF Railway Company (formerly known as Burlington Northern Railroad Company), a Delaware corporation, as lessee (the "Lessee"), are parties to (i) that certain Equipment Lease Agreement (BN 1990-D) dated as of September 14, 1990, as amended by that certain Lease Amendment No. 1 (BN 1990-D) dated as of September 28, 1990 between Assignor and Lessee, that certain Omnibus Amendment (BN 1990-D) dated as of September 26, 2007 (the "Omnibus Amendment") by and among Lessee, BN Leasing Corporation, as Seller ("Seller"), Assignor, Wilmington Trust Company, as owner trustee ("Owner Trustee"), and U.S. Bank National Association, as indenture trustee ("Indenture Trustee") and as pass through trustee ("Pass Through Trustee") and that certain Omnibus Agreement (BN 1990-D) dated as of March 29, 2012 (the "Omnibus Agreement") by and among the Lessee, Assignor, Seller, Owner Trustee, Indenture Trustee and Pass Through Trustee (as amended, collectively, the "Lease Agreement"), and (ii) Lease Supplement No. 2 dated as of March 27, 2012 to the Lease Agreement between Assignor, as lessor, and the Lessee, as lessee ("Lease Supplement No. 2") and the Lease Agreement, solely to the extent incorporated by reference into the Lease Supplement No. 2 are hereinafter collectively referred to as the "Lease"), pursuant to which Assignor is leasing the Railcars to the Lessee. Capitalized terms used herein without definition shall have the meaning given to such terms in the Lease Agreement.

C. The Assignor is, concurrent with the assignment contemplated hereby and pursuant to the Purchase Agreement dated September 26, 2014 (the "Agreement of Sale"), selling to the Assignee all of the Assignor's right, title and interest in and to the Railcars as of the date hereof (the "Closing Date").

D. In connection with such sale of the Railcars, the Assignor desires to assign to the Assignee, subject to the Reserved Rights (as hereinafter defined), all of the Assignor's right, title and interest in and to and (to the extent arising on or after the Closing Date) obligations under the Lease Documents (as defined in that certain Notice and Acknowledgement of Assignment dated as of September ____, 2014 (the "Notice") by and among the Assignor, the Assignee and the Lessee), which Assignee expressly desires to assume (such documents being referred to herein as the "Assumed Documents").

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignment and Assumption. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Assumed Documents and the Railcars and (to the extent arising on or after the Closing Date) obligations under the Assumed Documents. Notwithstanding anything to the contrary herein, the following rights of the Assignor (the "Reserved Rights") are excluded from the assignment contemplated hereby: any right, title and interest of the Assignor in and to (i) all

rental payments due under the Lease before October 1, 2014; (ii) each and every indemnity or other payment and the right to payment of all indemnities of the Lessee or otherwise which may be payable to the Assignor arising from events occurring prior to the Closing Date, (iii) all liability insurance proceeds which are now or hereafter payable to the Assignor arising from or in connection with its interest in the Railcars and any proceeds of a unit of Equipment that has suffered a Casualty Occurrence (as defined in the Agreement of Sale) prior to the Closing Date (as defined in in the Agreement of Sale) and (iv) the right to enforce payment of any of the foregoing. Notwithstanding the Assignor's retention of the Reserved Rights, the Assignor shall not be entitled to exercise any of the remedies available to the lessor of the Railcars under the Assumed Documents with respect to any non-payment relating to the Reserved Rights other than a suit for monetary damages and actions to enforce any judgment obtained for such damages against general assets of the Lessee (excluding the Railcars and the Lessee's rights to use the same pursuant to the terms of the Assumed Documents). Assignee hereby accepts the assignment of such right, title and interest of, and assumes the obligations (to the extent arising on or after the Closing Date) of, Assignor under the Assumed Documents, subject to the Reserved Rights. Assignee shall not release or modify any of the Reserved Rights. Effective on and after the Closing Date, Assignee shall be deemed a party to each of the Assumed Documents relating to the Railcars as if named as Lessor therein and each reference in the Assumed Documents to Assignor shall be deemed to mean the Assignee as it relates to the Railcars.

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2. Additional Instruments. Assignor shall execute and deliver such further instruments and take such actions as shall be reasonably required in order to carry out the transactions contemplated by this Agreement.

3. Representations and Warranties of Assignee. The Assignee represents and warrants that, as of the date hereof:

(a) Assignee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has the power and authority to carry on its business as now conducted;

(b) Assignee has the limited liability company power and authority to enter into this Agreement and become a party to the Assumed Documents and be bound thereunder as Lessor from and after the Closing Date and to perform its obligations hereunder and thereunder, and becoming a party to and performance under the Assumed Documents does not and will not contravene any law or any order of any court or governmental authority or agency applicable to or binding on Assignee, or contravene the provisions of, or constitute a default under, or result in the creation of any Lien (other than the leasehold interest of the Lessee under the Lease) upon the Railcars under, its organization documents or bylaws or any material indenture, mortgage, contract or other agreement or instrument to which Assignee is a party or by which it or any of its property or the Railcars may be bound or affected;

(c) The execution and delivery by Assignee of, and the performance of its obligations under, this Agreement and the Assumed Documents have been duly authorized by all necessary limited liability company action on the part of Assignee, do not require any approval not already obtained of stockholders of Assignee or any approval or consent not already obtained of any trustee or holders of indebtedness or obligations of Assignee, have been duly executed and delivered by Assignee and (assuming the due authorization, execution and delivery by each other party thereto) constitutes the legal, valid and binding obligations of Assignee, enforceable against Assignee in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency and similar laws and by general principles of equity;

(d) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due performance by Assignee of this Agreement from and after the Closing Date of the Assumed Documents it being understood that no representation or warranty is being made herein with respect to the ICC Termination Act or any other laws, governmental rules or regulations specific to the Railcars;

(e) There are no pending or, to the knowledge of the Assignee, threatened actions or proceedings before any court or administrative agency which would materially adversely affect the Assignee's financial condition or its ability to perform its obligations under this Agreement or the Assumed Documents;

(f) Assignee has tangible net worth (independent of the transactions contemplated hereby) of at least U.S. \$25,000,000, determined in accordance with generally accepted accounting principles;

(g) Neither the Assignee nor any of its Affiliates (as defined in the Lease) is (i) directly involved in the transportation business (it being understood that operating lessors and passive equity and debt investors (including lessors) in railroad rolling stock and facilities are not directly involved in the transportation business), (ii) a competitor of the Lessee in the Lessee's primary business (it being understood that operating lessors and passive equity and debt investors (including lessors) in railroad rolling stock and facilities shall not be considered to be such a competitor), or (iii) to Assignee's knowledge after reasonable inquiry, an adverse plaintiff or defendant in any existing material litigation or any existing material third party arbitration involving the Lessee or an Affiliate of the Lessee;

(h) The purchase of the Railcars by Assignee and the consummation of the transactions contemplated hereby complies in all respects with, and does not violate any, applicable securities law with respect to the Assignee; and

(i) The assignment and assumption contemplated hereby complies with the transfer requirements relating to the Assignee contained in the Omnibus Agreement (other than as specifically consented to or waived by the Lessee).

4. Representations of Assignor. The Assignor represents and warrants that, as of the date hereof:

(a) The assignment and assumption contemplated hereby complies with the transfer requirements relating to the Assignor contained in the Omnibus Agreement (other than as specifically consented to or waived by the Lessee); and

(b) Immediately prior to giving effect to the assignment and assumption contemplated herein, the Assignor is not in default under any Assumed Document.

5. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement, the Agreement of Sale, the Notice, and the Bill of Sale (as defined in the Agreement of Sale) as it relates to the Railcars (collectively, the "Transaction Documents") comprise the complete understanding of the parties and there are no understandings, either written or oral, except as specifically set forth in the Transaction Documents. All prior negotiations and understandings of the parties are deemed merged into this Agreement and the other Transaction Documents.

(b) Amendment and Waiver. This Agreement may be amended, or any portion of this Agreement may be waived, provided that such amendment or waiver shall be in writing, executed by the parties to which any particular provision specifically relates and all such amendments and waivers made shall be binding upon the parties. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

(c) Inurement to Benefit of Assigns. All of the terms and provisions of this Agreement shall be binding upon, apply and inure to the benefit of Assignor and Assignee, their respective successors and assigns and to the benefit of Lessee and its successors and assigns.

(d) Severability. Any term or provision of this Agreement that is invalid, illegal or unenforceable is and is deemed to be severable, in whole or in part, and, if any term or provision or their application in any circumstance should be invalid, illegal or unenforceable, the remaining terms and provisions or their application, to circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected and shall remain in full force and effect.

(e) Exhibits and Schedules. Schedule A attached to this Agreement is incorporated and made a part of this Agreement by reference.

(f) Paragraph Headings. All paragraph and subparagraph headings are for convenience only and do not in any way limit to construe the contents of the paragraphs.

(g) Rights and Remedies. All rights and remedies granted any of the parties under this Agreement shall be cumulative.

(h) Rights and Obligations of Parties. This Agreement is given pursuant to the Agreement of Sale and neither expands upon nor limits the rights and obligations of the parties under the Agreement of Sale.

(i) Governing Law. The law of the State of Illinois shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

(j) Construction. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. This Agreement and all instruments executed to consummate the transactions contemplated shall be deemed to have been mutually negotiated, prepared and drafted, and in the event of its interpretation no consideration shall be given to the issue of which party prepared, drafted or requested any term, condition or agreement.

(k) Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(l) Costs and Expenses. All of the costs and expenses of Lessee incurred in connection with the assignment and assumption effected hereby (including, without limitation, the reasonable out-of-pocket expenses of any thereof incurred in connection with the review, negotiation, execution and delivery of this Agreement or the consummation of the transactions contemplated hereby and reasonable fees and expenses of counsel to each thereof) shall be paid promptly by Assignor upon the receipt by Assignor of copies of invoices relating to such costs, fees and expenses.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Agreement under seal by its duly authorized officers as of the day and year first written above.

MIDWEST RAILCAR CORPORATION

("Assignor")

By:  (SEAL)

Richard M. Folio
Executive Vice President

INFINITY TRANSPORTATION III LLC

("Assignee")

By: _____ (SEAL)

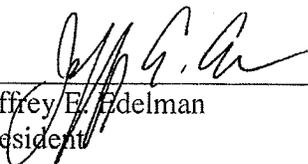
Jeffrey E. Edelman
President

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Agreement under seal by its duly authorized officers as of the day and year first written above.

MIDWEST RAILCAR CORPORATION
("Assignor")

By: _____ (SEAL)
Richard M. Folio
Executive Vice President

INFINITY TRANSPORTATION III LLC
("Assignee")

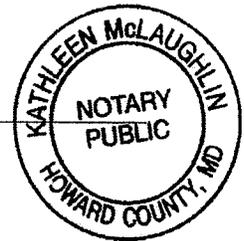
By:  _____ (SEAL)
Jeffrey E. Edelman
President

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On this 24th day of September, 2014, before me, a Notary Public of the City and State aforesaid, personally appeared Richard M. Folio, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Midwest Railcar Corporation, an Illinois corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

Kathleen McLaughlin
Notary Public



(SEAL)

My Commission Expires: 12/9/17

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this ____ day of September, 2014, before me, personally appeared _____, to me personally known, who being by me duly sworn, says that he is an _____ of INFINITY TRANSPORTATION III LLC, a Delaware limited liability company, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

Notary Public

(SEAL)

My Commission Expires:

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On this ____ day of September, 2014, before me, a Notary Public of the City and State aforesaid, personally appeared Richard M. Folio, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Midwest Railcar Corporation, an Illinois corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

Notary Public

(SEAL)

My Commission Expires:

STATE OF Georgia)
) SS
COUNTY OF Fulton)

I HEREBY CERTIFY, that on this 26th day of September, 2014, before me, personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn, says that he is an President of INFINITY TRANSPORTATION III LLC, a Delaware limited liability company, that the foregoing instrument was signed and sealed on behalf of said limited liability company by authority of its board of directors, and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

AS WITNESS my hand and Notarial Seal.



(SEAL)

My Commission Expires: 8/13/2017

Stephanie M. Cassamas
Notary Public

SCHEDULE A
to Assignment of Lessor's Interest in Leases
[BNSF Railway Company]

DESCRIPTION OF RAILCARS

Two-hundred twenty-three (223) gondola railcars bearing the following Marks and Numbers:

<u>Old Reporting Mark and Road Numbers</u>	<u>New Reporting Mark and Road Numbers</u>
BN 533401	BNSF 699100
BN 533402 through 533635	BNSF 665000 through 665233
BN 533636	BNSF 699101
BN 533637 through 533640	BNSF 665234 through 665237

Casualties (no longer subject to the Lease Agreement)

<u>Old Reporting Mark and Road Numbers</u>	<u>New Reporting Mark and Road Numbers</u>
BN 533402	BNSF 665000
BN 533411	BNSF 665009
BN 533413	BNSF 665011
BN 533415	BNSF 665013
BN 533426	*
BN 533433	BNSF 665031
BN 533446	BNSF 665044
BN 533484	BNSF 665082
BN 533493	*
BN 533501	BNSF 665099
BN 533507	BNSF 665105
BN 533542	BNSF 665140
BN 533505	*
BN 533560	BNSF 665158
BN 533590	BNSF 665188
BN 533611	*
BN 533635	BNSF 665233

* BNSF number not assigned; railcar was destroyed under the old reporting BN mark and number

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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: 4/28/15

Edward M Luria
Edward M. Luria