

RECORDATION NO. 18959-P FILED

JAN 07 '09

1:00 PM

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SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A LESTER

January 7, 2009

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Notice of Assignment, dated as of January 6, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission and the Board under Recordation Number 18959.

The name and address of the party to the enclosed document are:

Assignee: TAGE Equipment Financial Services Corporation
5080 Spectrum Drive
Suite 1100 West
Addison, TX 75001

[Assignor: M Credit Inc.]

Anne K. Quinlan, Esq.
January 7, 2009
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A description of the railroad equipment covered by the enclosed document is:

Railcars within the series SYRX 200263 - SYRX 200470; AMIX 5025 - AMIX 5035; AMIX 300075 - AMIX 300101; DMIX 5040 - DMIX 6049 and DMIX 300104 - DMIX 300122.

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

Notice of 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

JAN 07 '09

1:00 PM

SURFACE TRANSPORTATION BOARD

NOTICE OF ASSIGNMENT

Minnesota Corn Processors, LLC ("Minnesota Corn") and Fleet Credit Corporation ("Fleet") are parties to that certain Memorandum of Master Equipment Lease Agreement, dated as of August 26, 1994 (the "Memorandum of Lease Agreement") and recorded with the Surface Transportation Board with respect to Lease Schedule Nos. 01 and 02 on September 1, 1994, under Recordation No. 18959, with respect to Lease Schedule No. 03 on September 19, 1994, under Recordation No. 18959-A, with respect to Lease Schedule No. 04 on October 17, 1994, under Recordation No. 18959-B, with respect to Lease Schedule No. 05 on December 28, 1994, under Recordation No. 18959-C, with respect to Lease Schedule No. 06 on June 2, 1995, under Recordation No. 18959-D, with respect to Lease Schedule No. 07 on June 12, 1995, under Recordation No. 18959-E, and with respect to Lease Schedule No. 08 on August 16, 1995, under Recordation No. 18959-F.

By Assignment of Account, dated as of October 17, 1996 and recorded with the Surface Transportation Board on October 18, 1996, under Recordation No. 18959-G, Fleet assigned to Transamerica Business Credit Corporation all of its right, title and interest in and to the railcars described in and subject to the Memorandum of Lease Agreement and described on Exhibit A attached hereto.

TAGE Equipment Financial Services Corporation believes that a series of transfers between related entities followed, with M Credit, Inc. as the transferee pursuant to the last such transfer.

By Assignment and Assumption Agreement, dated as of August 4, 2003, a copy of which is attached hereto as Exhibit B, M Credit, Inc. assigned to Transamerica Equipment Financial Services Corporation (now known as TAGE Equipment Financial Services Corporation) all right, title and interest in and to the Lease, as evidenced by the Memorandum of Lease Agreement (the "Lease").

TAGE Equipment Financial Services Corporation hereby files this Notice of Assignment to provide notice of, and to perfect, TAGE Equipment Financial Services Corporation's right, title and interest in and to the railcars described in and subject to the Lease and described on Exhibit A attached hereto.

IN WITNESS WHEREOF, TAGE Equipment Financial Services Corporation has duly executed and delivered this Notice of Assignment as of January 6, 2009.

TAGE Equipment Financial Services Corporation

By: Name: David U. HanneTitle: Deputy Authorized

STATE OF Connecticut
COUNTY OF Fairfield) SS.

On this 6th day of January, 2009, before me personally appeared David L'Homme (name of signor), to me personally known, who being by me duly sworn did say that (s)he is the duly authorized signatory (title of office) of TAGE Equipment Financial Services Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary E. Procaccini
Notary Public

Print Notary's Name

My Commission Expires:

04/30/2010

MARY E. PROCACCINI
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2010

Exhibit A

<u>Serial Nos.</u>	<u>Running Nos.</u>	<u>Serial Nos.</u>	<u>Reporting Marks/ Running Nos.</u>
504088	SYRX200263	504207	SYRX200382
504097	SYRX200272	504208	SYRX200383
504098	SYRX200273	504209	SYRX200384
504106	SYRX200281	504649	SYRX200385
504113	SYRX200288	504650	SYRX200386
504114	SYRX200289	504651	SYRX200387
504123	SYRX200298	504655	SYRX200391
504127	SYRX200302	504656	SYRX200392
504131	SYRX200306	504657	SYRX200393
504142	SYRX200317	504658	SYRX200394
504148	SYRX200323	504659	SYRX200395
504154	SYRX200329	504660	SYRX200396
504159	SYRX200334	504663	SYRX200399
504161	SYRX200336	504664	SYRX200402
504163	SYRX200338	504667	SYRX200403
504164	SYRX200339	504669	SYRX200405
504165	SYRX200340	504672	SYRX200413
504166	SYRX200341	504679	SYRX200415
504168	SYRX200343	504680	SYRX200416
504170	SYRX200345	504681	SYRX200417
504175	SYRX200350	504682	SYRX200418
504177	SYRX200354	504685	SYRX200421
504180	SYRX200355	504688	SYRX200422
504182	SYRX200357	504687	SYRX200423
504184	SYRX200359	504688	SYRX200424
504187	SYRX200362	504689	SYRX200425
504190	SYRX200365	504690	SYRX200426
504199	SYRX200374	504691	SYRX200427
504200	SYRX200375	504692	SYRX200428
504201	SYRX200376	504693	SYRX200429
504202	SYRX200377	504696	SYRX200431
504204	SYRX200379	504697	SYRX200433
504205	SYRX200380	504698	SYRX200434

Serial Nos.
504028
504073
504092
504096
504099
504102
504119
504120
504130
504132
504137
504138
504141
504144
504145
504146
504147
504150
504151
504152
504162
504167
504169
504171
504173
504174
504177
504181
504183
504185
504186

Reporting Marks/
Running Nos.
SYRX200203
SYRX200248
SYRX200267
SYRX200271
SYRX200274
SYRX200277
SYRX200294
SYRX200295
SYRX200305
SYRX200307
SYRX200312
SYRX200313
SYRX200316
SYRX200319
SYRX200320
SYRX200321
SYRX200322
SYRX200325
SYRX200326
SYRX200327
SYRX200337
SYRX200342
SYRX200344
SYRX200346
SYRX200348
SYRX200349
SYRX200352
SYRX200356
SYRX200358
SYRX200360
SYRX200361

Serial Nos.
504188
504189
504191
504192
504193
504194
504195
504196
504197
504198
504203
504206
504652
504653
504654
504661
504662
504664
504665
504668
504670
504671
504672
504673
504674
504675
504234
504678
504683
504684
504694
504696

Reporting Marks/
Running Nos.
SYRX200363
SYRX200364
SYRX200366
SYRX200367
SYRX200368
SYRX200369
SYRX200370
SYRX200371
SYRX200372
SYRX200373
SYRX200378
SYRX200381
SYRX200388
SYRX200389
SYRX200390
SYRX200397
SYRX200398
SYRX200400
SYRX200401
SYRX200404
SYRX200406
SYRX200407
SYRX200408
SYRX200409
SYRX200410
SYRX200411
SYRX200412
SYRX200414
SYRX200419
SYRX200420
SYRX200430
SYRX200432

Serial Nos.

504613
504614
504615
504616
504617
504618
504619
504620
504621
504622
504623
504624
504625
504626
504627
504628
504629
504630

Running Nos.

SYRX200435
SYRX200436
SYRX200437
SYRX200438
SYRX200439
SYRX200440
SYRX200441
SYRX200442
SYRX200443
SYRX200444
SYRX200445
SYRX200446
SYRX200447
SYRX200448
SYRX200449
SYRX200450
SYRX200451
SYRX200452

Serial Nos.

504631
504632
504633
504634
504635
504636
504637
504638
504639
504640
504641
504642
504643
504644
504645
504646
504647
504648

Running Nos.

SYRX200453
SYRX200454
SYRX200455
SYRX200456
SYRX200457
SYRX200458
SYRX200459
SYRX200460
SYRX200461
SYRX200462
SYRX200463
SYRX200464
SYRX200465
SYRX200466
SYRX200467
SYRX200468
SYRX200469
SYRX200470

Serial Nos.

505278
505279
505280
505281
505282
505283
505284
505285
505286
505287
505288
505289
505290
505291

Running Nos.

AMIX300075
AMIX300076
AMIX300077
AMIX300078
AMIX300079
AMIX300080
AMIX300081
AMIX300082
AMIX300083
AMIX300084
AMIX300085
AMIX300086
AMIX300087
AMIX300088

Serial Nos.

505292
505293
505294
505295
505296
505297
505298
505299
505300
505301
505302
505303
505304

Running Nos.

AMIX300089
AMIX300090
AMIX300091
AMIX300092
AMIX300093
AMIX300094
AMIX300095
AMIX300096
AMIX300097
AMIX300098
AMIX300099
AMIX300100
AMIX300101

SERIAL NOB.

2330-1
2330-2
2330-3
2330-4
2330-5
2330-6
2330-7
2330-8
2330-9
2330-10
2330-11

NUMER NOB.

ANIX5025
ANIX5026
ANIX5027
ANIX5028
ANIX5029
ANIX5030
ANIX5031
ANIX5032
ANIX5033
ANIX5034
ANIX5035

741459
741474
741475
741476
741477
741455
741456
741457
741458
741464
741469
741470
741471
741478
741479
741463
741472
743899
743897
743898
741450
741461
741462
741465
741467
741468
741466
741473
743896
743700

DNIX5040
DNIX5055
DNIX5056
DNIX5057
DNIX5058
DNIX5036
DNIX5037
DNIX5038
DNIX5039
DNIX5045
DNIX5050
DNIX5051
DNIX5052
DNIX5059
DNIX5060
DNIX5044
DNIX5053
DNIX5064
DNIX5062
DNIX5063
DNIX5041
DNIX5042
DNIX5043
DNIX5046
DNIX5048
DNIX5049
DNIX5047
DNIX5054
DNIX5061
DNIX5065

Serial Nos.

511565
511581
511578
511579
511580
511563
511564
511566
511567
511568
511569
511570
511571
511572
511574
511575
511576
511582
511573
511577
511583

Running Nos.

DNIX300104
DNIX300120
DNIX300117
DNIX300118
DNIX300119
DNIX300102
DNIX300103
DNIX300105
DNIX300106
DNIX300107
DNIX300108
DNIX300109
DNIX300110
DNIX300111
DNIX300113
DNIX300114
DNIX300115
DNIX300121
DNIX300112
DNIX300116
DNIX300122

<u>Serial Nos.</u>	<u>Reporting Marks/ Running Nos.</u>
015284	DMIX6000
015285	DMIX6001
015286	DMIX6002
015287	DMIX6003
015288	DMIX6004
015289	DMIX6005
015290	DMIX6006
015291	DMIX6007
015292	DMIX6008
015293	DMIX6009
015294	DMIX6010
015295	DMIX6011
015296	DMIX6012
015297	DMIX6013
015298	DMIX6014
015299	DMIX6015
015300	DMIX6016
015301	DMIX6017
015302	DMIX6018
015303	DMIX6019
015304	DMIX6020
015305	DMIX6021
015306	DMIX6022
015307	DMIX6023
015308	DMIX6024

Serial Nos.

015309
015310
015311
015312
015313
015314
015315
015316
015317
015318
015319
015320
015321
015322
015323
015324
015325
015326
015327
015328
015329
015330
015331
015332
015333

Reporting Marks/
Running Nos.

DHX6025
DHX6026
DHX6027
DHX6028
DHX6029
DHX6030
DHX6031
DHX6032
DHX6033
DHX6034
DHX6035
DHX6036
DHX6037
DHX6038
DHX6039
DHX6040
DHX6041
DHX6042
DHX6043
DHX6044
DHX6045
DHX6046
DHX6047
DHX6048
DHX6049

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of August 4, 2003, between M CREDIT, INC., a Delaware corporation ("M Credit"), and TRANSAMERICA EQUIPMENT FINANCIAL SERVICES CORPORATION, a Delaware corporation ("TEFSC").

WHEREAS, M Credit proposes to assign, and TEFSC proposes to assume all of the rights and obligations of M Credit under certain contracts as set forth on Exhibit I to this Agreement (the "Assigned Contracts");

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, M Credit and TEFSC covenant and agree as follows:

Section 1. **Assignment.** M Credit irrevocably grants, conveys, transfers, sets over and assigns to TEFSC, all right, title and interest in and to the Assigned Contracts, together with all rights, benefits, privileges, obligations and liabilities that may now or hereafter be associated therewith.

Section 2. **Acceptance and Assumption by TEFSC.** TEFSC hereby irrevocably purchases, assumes and accepts such assignment and transfer of the Assigned Contracts and hereby agrees to be liable for, and to pay, perform, fulfill and discharge, each and every obligation, duty and liability of M Credit arising under, in connection with, or in respect of, the Assigned Contracts.

Section 3. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4. **Amendment.** This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect unless the same shall be in writing and signed by each of the parties hereto.

Section 5. **Severability.** Every provision of this Agreement is intended to be severable. If any provision of this Agreement or the application of any provision hereof to any party or circumstance is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the balance of the terms and provisions hereof or the application of the provision in question to any other party or circumstance, all of which shall continue in full force and effect.

Section 6. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, United States of America, without regard to the choice of law provisions thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the day and year first above written.

ASSIGNOR:

M CREDIT, INC.

By: *R. Penelli*

Name:

Title:

ASSIGNEE:

TRANSAMERICA EQUIPMENT FINANCIAL
SERVICES CORPORATION

By: *R. Penelli*

Name:

Title:

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:

1/7/09



Robert W. Alvord