

RECORDATION NO. 30015 FILED

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ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N W
SUITE 301
WASHINGTON, D C
20036

(202) 393-2266
FAX (202) 393-2156
E MAIL alvordlaw@aol.com

SURFACE TRANSPORTATION BOARD

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

December 7, 2011

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 and Assumption Agreement, dated as of December 6, 2011, a primary document as defined in the Board's Rules for the Recordation of Documents

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

Seller/ Assignor	JAIX Leasing Company Two North Riverside Plaza, Suite 1250 Chicago, IL 60606
Buyer/Assignee	Midwest Railcar Corporation 4949 Autumn Oaks Drive Maryville, IL 62062

Chief
Section of Administration
December 7, 2011
Page 2

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

100 railcars MWAX 4401 – MWAX 4500

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

Assignment and Assumption Agreement

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,



Edward M Luria

EML/sem
Enclosures

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment Agreement") is made and entered into as of December 6, 2011, by JAIX LEASING COMPANY, a Delaware corporation ("Assignor"), and MIDWEST RAILCAR CORPORATION, an Illinois corporation ("Assignee"), with reference to the following:

WHEREAS, Assignor and Assignee have entered into a Purchase Agreement, dated as of December 6, 2011 (the "Purchase Agreement"), pursuant to which Assignor shall sell, assign, transfer and convey to Assignee, and Assignor shall purchase, receive and accept, all of Assignor's right, title and interest in and to 100 VersaFlood™ Hybrid Triple Hopper Aggregate cars described in Appendix 1 hereto (the "Cars"); and

WHEREAS, with respect to periods commencing on and after the date hereof, Assignor desires to sell and assign to Assignee all of Assignor's right, title and interest in and to (a) the Railcar Equipment Lease dated as of October 25, 2011 (the "Equipment Lease") between Martin Marietta Materials, Inc. and Assignor and Rider 1 and Rider 2 thereto, each dated October 25, 2011 (collectively, "Riders 1 and 2", and collectively with the Equipment Lease as it pertains only to Riders 1 and 2 and the Cars, the "Leases"), (b) Certificates of Acceptance dated November 17, November 23 and December 5, 2011 delivered by Lessee to Seller (the "Certificates of Acceptance"), (the Certificates of Acceptance and the Leases, are hereinafter collectively referred to as the "Lease Documents"), to the extent relating to the Cars, and Assignee desires to acquire such right, title and interest in and to the Leases and to assume Assignor's obligations under the Leases.

NOW, THEREFORE, in consideration of the promises herein made and subject to the terms and conditions herein set forth, the parties hereto agree as follows

1. Definitions. Capitalized terms used but not defined herein shall have the meanings specified in the Purchase Agreement
2. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease Documents, with respect to periods commencing on and after the date hereof. The assigned rights shall include, without limitation, all of Seller's rights and claims with respect to any loss or damage to any Car which is sustained on or after the date hereof.
3. Assumption. Assignee hereby accepts the foregoing assignment, and with respect to periods commencing on and after the date hereof, hereby consents that it shall be a party to the Lease Documents and Assignee hereby assumes, with respect to the period commencing on the date hereof, Assignor's obligations under the Lease Documents and agrees, to such extent, to be bound by all of the terms of the Lease Documents.
4. Allocation of Revenues and Expenses. Expenses and revenues under the Lease Documents are to be allocated in accordance with the provisions of Section 6 of the Purchase Agreement.
5. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Successors and Assigns. The terms of this Assignment Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without regard to its conflict of laws doctrine.

8. Further Assurances. Each party agrees that from time to time after the date hereof, it shall execute and deliver or cause to be executed and delivered such instruments, documents and papers, and take all such further action as may be reasonably required in order to consummate more effectively the purposes of this Assignment Agreement and to implement the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ASSIGNOR.

ASSIGNEE.

JAIX LEASING COMPANY

MIDWEST RAILCAR CORPORATION

By: *Theodore W. Baun*
Theodore W. Baun
Its: Vice President

By: _____
Richard M Folio
Its: Executive Vice President

STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

On this 6th day of December, 2011, before me, a Notary Public of the City/County and State aforesaid, personally appeared Theodore W. Baun, to me personally known, who being by me duly sworn, says that he is the Vice President of JAIX LEASING COMPANY, a Delaware corporation, that the seal affixed to the foregoing instrument is the seal of said corporation, that said 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

Vicki L Prot
Notary Public

My commission expires:



IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ASSIGNOR:

ASSIGNEE

JAIX LEASING COMPANY

MIDWEST RAILCAR CORPORATION

By: _____
Theodore W. Baun
Its: Vice President

By: 
Richard M. Folio
Its: Executive Vice President

STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

On this ___ day of November, 2011, before me, a Notary Public of the City/County and State aforesaid, personally appeared Theodore W Baun, to me personally known, who being by me duly sworn, says that he is the Vice President of JAIX LEASING COMPANY, a Delaware corporation, that the seal affixed to the foregoing instrument is the seal of said corporation, that said 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

My commission expires:

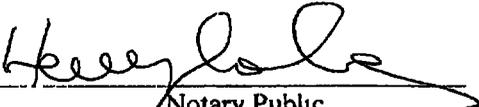
STATE OF MARYLAND)

) SS:

CITY OF BALTIMORE)

On this 10TH day of November, 2011, 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 seal affixed to the foregoing instrument is the seal of said corporation, that said 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

My commission expires:

HENRYKA W GRYC CRAIG
NOTARY PUBLIC STATE OF MARYLAND
County of Baltimore
My Commission Expires September 30, 2015
9/30/15

**APPENDIX 1
TO THE
ASSIGNMENT AND ASSUMPTION AGREEMENT**

Rider 1

Description	Number of Cars	Car Marks and Numbers
VersaFlood™ Hybrid Triple Hopper Aggregate, 2430 Cubic Foot, 286,000 lbs Gross Rail Load Railcars built in 2011 by FreightCar America, Inc	50	MWAX 4401 – MWAX 4450 (both inclusive)

Rider 2

Description	Number of Cars	Car Marks and Numbers
VersaFlood™ Hybrid Triple Hopper Aggregate, 2430 Cubic Foot, 286,000 lbs. Gross Rail Load Railcars built in 2011 by FreightCar America, Inc	50	MWAX 4451 – MWAX 4500 (both inclusive)

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 12/7/14

Edward M. Luria
Edward M. Luria