

GRAY
PLANT
MOOTY

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RECORDATION NO. 30433-A FILED

September 5, 2013

SEP 09 '13 -10:10 AM

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street S.W
Washington, D C 20423-0001

SURFACE TRANSPORTATION BOARD

Dear Section Chief:

Enclosed for recordation pursuant to 49 U.S.C. Sec. 11301(a) is an original and one copy of the following secondary document: Amendment No. 1 to Memorandum of Mortgage dated August 26, 2013. The primary document to which this is connected is recorded under Recordation Number 30433.

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

Mortgagor: Midwest Ethanol Transport, LLC
501 West Highway 212
Granite Falls, MN 56241

Mortgagee: AgStar Financial Services, PCA
1921 Premier Drive
P.O. Box 4249
Mankato, MN 56002-4249

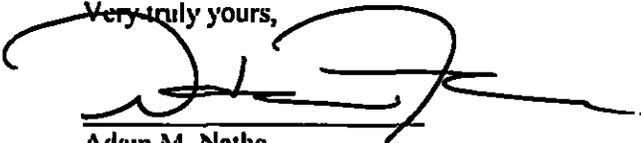
A description of the equipment covered by the enclosed document is: 199 Tank Cars bearing running marks MWTX 112600 – MWTX 112799

A short summary of the document to appear in the index is Amendment No. 1 to Memorandum of Mortgage.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Please return stamped copies of the enclosed document to the undersigned at the address listed on the top of this letter.

Very truly yours,



Adam M. Nathe
Attorney

AMN



GP 3487386 v1

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**AMENDMENT NO. 1 TO
MEMORANDUM OF MORTGAGE**

SURFACE TRANSPORTATION BOARD

THIS Amendment No. 1 to Memorandum of Mortgage (this "Amendment") is made and entered into on August 26, 2013, between MIDWEST ETHANOL TRANSPORT, LLC, a Minnesota limited liability company ("Debtor") and AGSTAR FINANCIAL SERVICES, PCA, an United States instrumentality, as administrative agent (the "Secured Party") under the Credit Agreement (defined below).

WITNESSETH:

Reference is made to that certain Partial Release of Lien of even date herewith between the Debtor and the Secured Party (the "Partial Release"), pursuant to which the Secured Party has agreed to release its lien on certain collateral securing Debtor's obligations under the Credit Agreement dated September 27, 2012, among Debtor, Roland J. Fagen, Diane K. Fagen, Secured Party and the Banks signatories thereto (as the same has been or may be amended from time to time, the "Credit Agreement"), the Security Agreement (defined below) and the related Loan Documents. Terms used and not otherwise defined in this Amendment have the meanings assigned to them in the Credit Agreement.

Reference is made to that certain Security Agreement executed and delivered by Debtor to Secured Party dated September 27, 2012 (the "Security Agreement"), under which Debtor granted Secured Party a security interest in all of Debtor's interest in certain railroad cars and leases, among other collateral.

Reference is made to that certain Memorandum of Mortgage dated September 27, 2012, executed and delivered by Debtor to Secured Party, bearing recordation number 30433, which was filed in the Office of Proceedings of the Surface Transportation Board on October 3, 2012 (the "Memorandum of Mortgage").

NOW, THEREFORE, FOR VALUE RECEIVED.

In accordance with the terms of the Partial Release, the parties hereto agree that the Memorandum of Mortgage is hereby amended as follows:

1. Exhibit A to the Memorandum of Mortgage is hereby amended, restated and replaced by Exhibit A attached to this Amendment.
2. Exhibit B to the Memorandum of Mortgage is hereby amended, restated and replaced by Exhibit B attached to this Amendment.
3. Except as expressly amended hereby, all of the terms of the Credit Agreement and other Loan Documents, shall be unaffected by this Amendment and shall remain in full force and effect.



4. Except as expressly stated herein, nothing contained in this Amendment shall be deemed to constitute a waiver of any rights of the Secured Party or to affect, modify, or impair any of the rights of the Secured Party under the Credit Agreement or other Loan Documents.

5. This Amendment may be executed in counterparts, each such counterpart constituting an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers duly authorized as of the date and year first above written.

DEBTOR:

MIDWEST ETHANOL TRANSPORT,
LLC, a Minnesota limited liability company

By 

Roland J. Fagen
Its Chief Manager

SECURED PARTY:

AGSTAR FINANCIAL SERVICES, PCA,
an United States instrumentality, as
administrative agent for the BANKS

By 

Mark Schmidt
Vice President



4 Except as expressly stated herein, nothing contained in this Amendment shall be deemed to constitute a waiver of any rights of the Secured Party or to affect, modify, or impair any of the rights of the Secured Party under the Credit Agreement or other Loan Documents.

5. This Amendment may be executed in counterparts, each such counterpart constituting an original and all of which when taken together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers duly authorized as of the date and year first above written.

DEBTOR:

MIDWEST ETHANOL TRANSPORT,
LLC, a Minnesota limited liability company

By _____
Roland J. Fagen
Its Chief Manager

SECURED PARTY:

AGSTAR FINANCIAL SERVICES, PCA,
an United States instrumentality, as
administrative agent for the BANKS

By Mark Schmidt
Mark Schmidt
Vice President



STATE OF MINNESOTA)
)ss :
COUNTY OF Yellow Medicine

On August 27, 2013, before me, a Notary Public, personally appeared ROLAND J. FAGEN, personally known to me to be the person whose name is subscribed to the within instrument, who being by me duly sworn, did state and acknowledge that he is the Chief Manager of MIDWEST ETHANOL TRANSPORT, LLC, the limited liability company named in the foregoing instrument, and that said instrument was signed by him in his authorized capacity on behalf of said company by authority of its Board of Governors and as the free act and deed of said company.

WITNESS my hand and official seal.
 JENNIFER A. JOHNSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

Jennifer A Johnson
Notary Public

STATE OF MINNESOTA)
)ss.:
COUNTY OF Dismal

On August 26, 2013, before me, a Notary Public, personally appeared Mark Schmidt, personally known to me to be the person whose name is subscribed to the within instrument, who being by me duly sworn, did state and acknowledge that he is the Vice President of AgStar Financial Services, PCA, the corporation named in the foregoing instrument, and that said instrument was signed by him in his authorized capacity on behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

WITNESS my hand and official seal.

 SUSAN K BREDEHOFT
Notary Public - Minnesota
My Commission Expires Jan. 31, 2014

Susan K Bredehoff
Notary Public



STATE OF MINNESOTA)
)ss.:
COUNTY OF _____)

On August __, 2013, before me, a Notary Public, personally appeared ROLAND J. FAGEN, personally known to me to be the person whose name is subscribed to the within instrument, who being by me duly sworn, did state and acknowledge that he is the Chief Manager of MIDWEST ETHANOL TRANSPORT, LLC, the limited liability company named in the foregoing instrument, and that said instrument was signed by him in his authorized capacity on behalf of said company by authority of its Board of Governors and as the free act and deed of said company

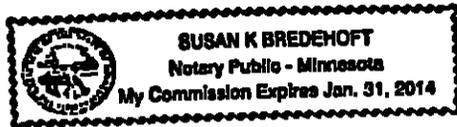
WITNESS my hand and official seal

Notary Public

STATE OF MINNESOTA)
)ss.:
COUNTY OF Dlmstead)

On August 26, 2013, before me, a Notary Public, personally appeared Mark Schmidt, personally known to me to be the person whose name is subscribed to the within instrument, who being by me duly sworn, did state and acknowledge that he is the Vice President of AgStar Financial Services, PCA, the corporation named in the foregoing instrument, and that said instrument was signed by him in his authorized capacity on behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

WITNESS my hand and official seal.



Susan K Bredehoff
Notary Public



EXHIBIT A

RAILCARS

This Exhibit A is subject to modification, supplementation or replacement from time to time by the Secured Party at its sole discretion

Car Type	Running Mark	Car Number
Tank Car	MWTX	112600
Tank Car	MWTX	112601
Tank Car	MWTX	112602
Tank Car	MWTX	112603
Tank Car	MWTX	112604
Tank Car	MWTX	112605
Tank Car	MWTX	112606
Tank Car	MWTX	112607
Tank Car	MWTX	112608
Tank Car	MWTX	112609
Tank Car	MWTX	112610
Tank Car	MWTX	112611
Tank Car	MWTX	112612
Tank Car	MWTX	112613
Tank Car	MWTX	112614
Tank Car	MWTX	112615
Tank Car	MWTX	112616
Tank Car	MWTX	112617
Tank Car	MWTX	112618
Tank Car	MWTX	112619
Tank Car	MWTX	112620
Tank Car	MWTX	112621
Tank Car	MWTX	112622
Tank Car	MWTX	112623
Tank Car	MWTX	112624
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Tank Car	MWTX	112629
Tank Car	MWTX	112630
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Tank Car	MWTX	112635
Tank Car	MWTX	112636

Tank Car	MWIX	112637
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Tank Car	MWTX	112776
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Tank Car	MWTX	112795
Tank Car	MWTX	112796
Tank Car	MWTX	112797
Tank Car	MWTX	112798
Tank Car	MWTX	112799

EXHIBIT B
LEASES

1. Railroad Car Lease Agreement dated October 1, 2008, between Debtor and Platinum Ethanol, LLC, an Iowa limited liability company, leasing 199 tank cars MWTX 112600-112799, excluding MWTX 112708.

GP 3463853 v1

CERTIFICATION

I, Adam M Nathe, an attorney licensed to practice in the State of Minnesota, do hereby certify under penalty of perjury that I have compared the attached copy of the Memorandum of Mortgage with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated: September 5, 2013


Adam M. Nathe

GP-3487276 v 1

