

OSTER RESEARCHING SERVICES

12897 Colonial Drive
Mt. Airy, Maryland 21771
(301) 253-6040
www.osterresearchingservices.com
maryannoster@comcast.net

May 5, 2015

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recording with the Surface Transportation Board are one original and one counterpart of the document described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code:

Collateral Assignment of Lease dated as of 8/29/14

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

Assignee: Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue
Minneapolis, MN 55402

Lessee: Braskem America, Inc.
1735 Market Street
Philadelphia, PA 19103

Equipment: 135, 5700 cf Covered Hoppers
MCEX 350940-351058, NI
BRKX 058161-59429, NI

Please record this agreement as a primary document. The filing fee of \$43 is enclosed. Thank you.

Sincerely,



Mary Ann Oster
Research Consultant

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE (this "Assignment") is made this 29th day of August, 2014 between MIDWEST RAILCAR CORPORATION ("Assignor") and WELLS FARGO EQUIPMENT FINANCE, INC. ("Assignee").

RECITALS

A. Assignee, as lessor, and Assignor, as lessee, are parties to that certain Railcar Master Lease Agreement Number 68386 (the "Master Lease Agreement"), and that certain Supplement thereto identified in Exhibit A attached hereto and made a part hereof (the "Supplement"), whereby Assignee is leasing from Assignor certain railcars described more specifically in Exhibit A hereto (the "Railcars") to Assignor.

B. Assignor, as lessor, and the lessee listed in Exhibit A hereto (the "Lessee") are parties to that certain lease transaction described in Exhibit A hereto whereby Assignor, as lessor, is leasing the Railcars to Lessee, as lessee (the "Lease").

C. In connection with entering into the Supplement, Assignor is assigning to Assignee pursuant hereto, as security for Assignor's obligations under the Supplement, all of Assignor's right, title and interest in and to (but none of the obligations under) the Lease and the other documents listed in Exhibit A related thereto (solely as they relate to the Railcars, collectively, the "Lease Documents").

AGREEMENTS

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

1. Consent and Assignment. In satisfaction of the consent requirement of Section 9 of the Master Lease Agreement, Assignee hereby consents that the Railcars are subject to the Lease. To secure further the payment and performance of all of Assignor's obligations arising under the Supplement, including without limitation any and all rent payments, taxes, indemnities, stipulated loss value payments, and other costs, which may at any time be payable to Assignee, in each case, under the Supplement (collectively, solely as they relate to the Supplement, the "Obligations"), Assignor hereby pledges, assigns, transfers and grants to Assignee a continuing, first priority security interest in the Lease and all proceeds thereof (solely as they relate to the Railcars, collectively, the "Collateral"). The Lessor accepts such pledge and assignment. Lessee assigns only its rights and none of its obligations under the Leases to Assignee hereunder. Assignor shall continue to be obligated to perform all of the contractual duties imposed on it in the Leases. Upon the full payment of the Obligations, Assignee shall release this Assignment and file the evidence of such release with the appropriate filings offices (it being the intent of the parties that the Lease and the Railcars provide security for the Supplement only and not for any other supplement delivered under the Master Lease Agreement).

2. Remedies Upon Default Under the Supplement. Upon the occurrence of an event of default under the Supplement, Assignee: (a) may exercise all of the rights and remedies set forth in the Supplement or this Assignment and (b) shall have the right to notify the Lessee to make payments under the Lease directly to Assignee, and shall have full authority to take possession and control of such payments, and to apply the same to the Obligations in such manner and order as Assignee shall determine in its sole discretion. Assignee shall have, in addition to any other rights and remedies contained in this Assignment, the Supplement, and any other agreements, now or hereafter executed by Assignor and delivered to Assignee with respect thereto, all of the rights and remedies with respect to the Supplement of a secured party under the Uniform Commercial Code and any applicable laws, all of which shall be deemed cumulative and not alternative and are not exclusive of any other remedies provided by law.

3. Additional Instruments. Assignor and Assignee 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 Assignment.

4. Miscellaneous Provisions.

(a) Entire Agreement. This Assignment, the Supplement, and the Master Lease Agreement (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 Assignment and the other Transaction Documents.

(b) Amendment and Waiver. This Assignment may be amended, or any portion of this Assignment 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 Assignment shall be deemed effective to modify, amend or discharge any part of this Assignment or any rights or obligations of any person under or by reason of this Assignment.

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

(d) Severability. Any term or provision of this Assignment 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. Exhibit A attached to this Assignment is incorporated and made a part of this Assignment 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 Assignment shall be cumulative.

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

(i) 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 Assignment 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.

(j) Counterparts. This Assignment 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment 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

WELLS FARGO EQUIPMENT FINANCE, INC.
("Assignee")

By: _____ (SEAL)
Renee Bakos
AVP, Contract Analyst

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment 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

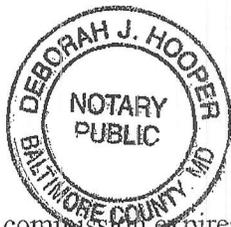
WELLS FARGO EQUIPMENT FINANCE, INC.
("Assignee")

By: Renee Bakos (SEAL)
Renee Bakos
AVP, Contract Analyst

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On this 27th day of August, 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.



Deborah J. Hooper
Notary Public

My commission expires:
**My Commission Expires
07/11/2018**

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this ____ day of August, 2014, before me, personally appeared _____, to me personally known, who being by me duly sworn, says that she is an _____ of WELLS FARGO EQUIPMENT FINANCE, INC., a Minnesota corporation, 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 August, 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.

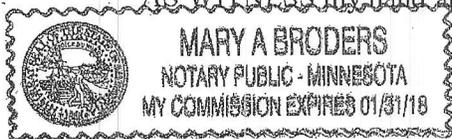
Notary Public

My commission expires:

STATE OF MN)
) SS
COUNTY OF Hennepin)

I HEREBY CERTIFY, that on this 26 day of August, 2014, before me, personally appeared Renee Bakos, to me personally known, who being by me duly sworn, says that she is an ANP of WELLS FARGO EQUIPMENT FINANCE, INC., a Minnesota corporation, 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.



Mary A. Broders
Notary Public

(SEAL)

My Commission Expires: 1/31/18

Notary Page to Collateral Assignment of Lease

EXHIBIT A
to Collateral Assignment of Lease

SUPPLEMENT, RAILCARS AND LEASE

Supplement: Supplement Number 68386-405 dated as of August 29, 2014 (the "Supplement")

Lessee:

Braskem America, Inc.

Lease Documents:

1. Full Service Master Lease Agreement effective December 28, 2012 by and between Midwest Railcar Corporation, as lessor, and Braskem America, Inc., as lessee.
2. Midwest Railcar Corporation - Schedule #2 dated December 31, 2012 between Midwest Railcar Corporation, as lessor, and Braskem America, Inc., as lessee.
3. First Amendment of Schedule #2 dated February 15, 2012 among Midwest Railcar Corporation, successor by way of assignment from Midwest Railcar Corporation, as lessor, and Braskem America, Inc., as lessee.
4. Certificate of Acceptance – Schedule #2 dated December 31, 2012 – One Hundred Thirty-Five (135) railcars.
5. Memorandum of Full Service Master Lease Agreement, Schedule No. 1 and Schedule No. 2, dated as of December 31, 2012 by and between Midwest Railcar Corporation, as lessor, and Braskem America, Inc., as lessee, recorded with the Surface Transportation Board on December 31, 2012 under recordation number 30591.
6. Amendment to Memorandum of Full Service Master Lease Agreement, Schedule No. 1 and Schedule No. 2 dated as of February 15, 2013 by and between Midwest Railcar Corporation, as lessor, and Braskem America, Inc., as lessee, recorded with the Surface Transportation Board on May 28, 2013 as recordation number 20591-A.
7. Memorandum of Assignment of Railcar Lease dated 1/31/13 by and between Midwest Railcar Corporation, as assignor, and Midwest Railcar Corporation, as assignee, recorded with the Surface Transportation Board on February 5, 2013 under recordation number 30624.
8. Amendment to Memorandum of Assignment of Railcar Lease dated 2/15/13 by and between Midwest Railcar Corporation, as assignor, and Midwest Railcar Corporation, as assignee, recorded with the Surface Transportation Board on April 15, 2013 under recordation number 30624-A.

Railcars:

One Hundred Thirty-Five (135) 5700 c.f. covered hopper railcars bearing the following reporting marks and numbers:

	Reporting Marks and Numbers		Reporting Marks and Numbers		Reporting Marks and Numbers		Reporting Marks and Numbers
1	MCEX350940	36	MCEX350975	71	BRKX059367	106	MCEX351057
2	MCEX350941	37	MCEX350976	72	MCEX351028	107	MCEX351058
3	MCEX350942	38	BRKX059233	73	MCEX351008	108	MCEX350924
4	MCEX350943	39	MCEX350978	74	BRKX059332	109	MCEX350925
5	MCEX350944	40	MCEX350979	75	MCEX351010	110	MCEX350926
6	BRKX059126	41	MCEX350980	76	MCEX351012	111	BRKX058161
7	MCEX350946	42	MCEX350981	77	MCEX351013	112	MCEX350928
8	BRKX059131	43	BRKX059248	78	MCEX351014	113	BRKX058167

9	MCEX350948	44	BRKX059253	79	MCEX351015	114	MCEX350930
10	MCEX350949	45	MCEX350984	80	MCEX351016	115	MCEX350931
11	MCEX350950	46	MCEX350985	81	MCEX351017	116	MCEX350932
12	MCEX350951	47	MCEX350986	82	MCEX351018	117	BRKX058184
13	BRKX059146	48	MCEX350987	83	MCEX351020	118	MCEX350934
14	MCEX350953	49	MCEX350988	84	MCEX351021	119	MCEX350935
15	MCEX350954	50	MCEX350989	85	MCEX351022	120	MCEX350936
16	MCEX350955	51	MCEX350990	86	BRKX059362	121	MCEX350937
17	MCEX350956	52	MCEX350991	87	MCEX351024	122	MCEX350938
18	MCEX350957	53	BRKX059280	88	MCEX351025	123	MCEX350939
19	BRKX059162	54	BRKX059281	89	MCEX351027	124	MCEX351047
20	MCEX350959	55	MCEX350994	90	MCEX351029	125	MCEX351043
21	MCEX350960	56	MCEX350995	91	MCEX351030	126	MCEX351044
22	MCEX350961	57	MCEX350996	92	MCEX351031	127	MCEX351045
23	BRKX059192	58	MCEX350997	93	MCEX351032	128	MCEX351046
24	MCEX350963	59	MCEX350998	94	MCEX351033	129	BRKX059429
25	BRKX059194	60	MCEX350999	95	MCEX351034	130	MCEX351049
26	MCEX350965	61	MCEX351000	96	BRKX059386	131	MCEX351050
27	MCEX350966	62	MCEX351001	97	MCEX351036	132	MCEX351051
28	MCEX350967	63	MCEX351002	98	MCEX351037	133	MCEX351052
29	BRKX059211	64	MCEX351003	99	MCEX351038	134	MCEX351053
30	MCEX350969	65	MCEX351004	100	MCEX351039	135	MCEX351054
31	BRKX059217	66	MCEX351005	101	BRKX059403		
32	MCEX350971	67	MCEX351006	102	MCEX351041		
33	MCEX350972	68	MCEX351007	103	MCEX351042		
34	MCEX350973	69	MCEX351011	104	MCEX351055		
35	MCEX350974	70	MCEX351019	105	MCEX351056		