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

September 25, 2014

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 a Memorandum of Assignment of Railcar Lease, dated as of September 25, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Schedule #4 to Master Railcar Lease Agreement filed with the Board under Recordation Number 30869.

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

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

Assignee: BB&T Equipment Finance Corporation  
600 Washington Avenue, Suite 201  
Towson, MD 21204

Chief, Section of Administration  
September 25, 2014  
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A description of the railroad equipment covered by the enclosed document is:

75 railcars: OMNX 726 – OMNX 800.

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

Memorandum of Assignment of Railcar 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,

A handwritten signature in black ink, appearing to read 'E. M. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

**MEMORANDUM OF ASSIGNMENT OF RAILCAR LEASE**  
(Surface Transportation Board)  
(Schedule #4)

THIS MEMORANDUM OF ASSIGNMENT OF RAILCAR LEASE (this "Memorandum") dated as of September 25, 2014 is between MIDWEST RAILCAR CORPORATION (the "Assignor") and BB&T EQUIPMENT FINANCE CORPORATION (the "Assignee").

The parties to this Memorandum hereby acknowledge and confirm the following:

A. The Assignor, as lessor, has leased to OmniSource Corporation, as lessee (the "Lessee"), seventy-five (75) railcars identified on Schedule 1 attached hereto (the "Railcars") under that certain Schedule #4 dated as of December 21, 2012, as amended by that certain First Amendment of Schedule #4 dated as of July 22, 2013 (the "First Amendment"), each by and between Assignor, as lessor, and Lessee, as lessee, to the Master Railcar Lease Agreement dated as of December 21, 2012 by and between Assignor, as lessor and Lessee, as amended by the First Amendment (collectively, as amended, the "Lease"). The Memorandum of Schedule #4 to Master Railcar Lease Agreement dated as of December 21, 2012 by and between the Assignor, as lessor, and the Lessee, as lessee, was filed with the Surface Transportation Board under recordation number 30869.

B. The Assignor, as assignor, and the Assignee, as assignee, are parties to that certain Assignment of Lessor's Interest in Lease and Guaranty, dated as of even date herewith, pursuant to which the Assignor has assigned to the Assignee the rights of "Lessor" under the Lease. The terms of the assignment are more particularly set forth in the above-referenced Assignment of Lessor's Interest in Lease and Guaranty.

C. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

[Signatures appear on the following pages]





Schedule 1  
to Memorandum of Assignment of Railcar Lease

DESCRIPTION OF RAILCARS

Seventy-five (75) railcars bearing the following reporting marks and numbers:

| No. | Reporting Marks<br>and Numbers | No. | Reporting Marks<br>and Numbers | No. | Reporting Marks<br>and Numbers |
|-----|--------------------------------|-----|--------------------------------|-----|--------------------------------|
| 1.  | OMNX000726                     | 26. | OMNX000751                     | 51. | OMNX000776                     |
| 2.  | OMNX000727                     | 27. | OMNX000752                     | 52. | OMNX000777                     |
| 3.  | OMNX000728                     | 28. | OMNX000753                     | 53. | OMNX000778                     |
| 4.  | OMNX000729                     | 29. | OMNX000754                     | 54. | OMNX000779                     |
| 5.  | OMNX000730                     | 30. | OMNX000755                     | 55. | OMNX000781                     |
| 6.  | OMNX000731                     | 31. | OMNX000756                     | 56. | OMNX000782                     |
| 7.  | OMNX000732                     | 32. | OMNX000757                     | 57. | OMNX000780                     |
| 8.  | OMNX000733                     | 33. | OMNX000758                     | 58. | OMNX000783                     |
| 9.  | OMNX000734                     | 34. | OMNX000759                     | 59. | OMNX000784                     |
| 10. | OMNX000735                     | 35. | OMNX000760                     | 60. | OMNX000785                     |
| 11. | OMNX000736                     | 36. | OMNX000761                     | 61. | OMNX000786                     |
| 12. | OMNX000737                     | 37. | OMNX000762                     | 62. | OMNX000787                     |
| 13. | OMNX000738                     | 38. | OMNX000763                     | 63. | OMNX000788                     |
| 14. | OMNX000739                     | 39. | OMNX000764                     | 64. | OMNX000789                     |
| 15. | OMNX000740                     | 40. | OMNX000765                     | 65. | OMNX000790                     |
| 16. | OMNX000741                     | 41. | OMNX000766                     | 66. | OMNX000791                     |
| 17. | OMNX000742                     | 42. | OMNX000767                     | 67. | OMNX000792                     |
| 18. | OMNX000743                     | 43. | OMNX000768                     | 68. | OMNX000793                     |
| 19. | OMNX000744                     | 44. | OMNX000769                     | 69. | OMNX000794                     |
| 20. | OMNX000745                     | 45. | OMNX000770                     | 70. | OMNX000795                     |
| 21. | OMNX000746                     | 46. | OMNX000771                     | 71. | OMNX000796                     |
| 22. | OMNX000747                     | 47. | OMNX000772                     | 72. | OMNX000797                     |
| 23. | OMNX000748                     | 48. | OMNX000773                     | 73. | OMNX000798                     |
| 24. | OMNX000749                     | 49. | OMNX000774                     | 74. | OMNX000799                     |
| 25. | OMNX000750                     | 50. | OMNX000775                     | 75. | OMNX000800                     |

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: 9/25/14

Edward M Luria  
Edward M. Luria