

**OSTER
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RECORDATION NO. 23661-A FILED

SEP 20 '01 10-21 AM
TS
SURFACE TRANSPORTATION BOARD

September 20, 2001

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recording with the Surface Transportation Board is an Addendum to Security Agreement dated 9/11/01 between the following parties:

Secured Party: Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue, #700
Minneapolis, MN 55479

Debtor: Midwest Railcar Corporation
#3 Professional Park Drive
Maryville, IL 62062

Equipment: 40, Woodchip Railcars
MWCX 100074-100113

Please record this agreement as a secondary document to STB Recordation #23661. The filing fee of \$28 is enclosed.

Summary: Addendum to Security Agreement dated 9/11/01 between Wells Fargo Equipment Finance, Inc. as Secured Party and Midwest Railcar Corporation as Debtor including 40 Woodchip Railcars marked MWCX 100074-100113.

Sincerely,

Mary A Oster

Mary Ann Oster
Research Consultant

Enclosure

RECORDATION NO. 23661-A FILED

**Addendum to
Security Agreement dated as of September 4, 2001
(the "Security Agreement")**

SEP 20 2001 10-21 AM

SURFACE TRANSPORTATION BOARD

**between
Midwest Railcar Corporation ("Debtor")
and
Wells Fargo Equipment Finance, Inc. ("Secured Party")**

Anything in the Security Agreement to which this Addendum is annexed and made a part to the contrary notwithstanding, Debtor and Secured Party hereby agree as follows:

1. Leasing of Collateral by Debtor to Third Parties

Debtor is engaged in the business of leasing equipment of the kind described in the Security Agreement as the Collateral. Both Debtor and Secured Party intend Debtor to lease the Collateral to Domtar Enterprises, Inc. (as assignee of Georgia-Pacific Corporation) or any other lessee who is approved by Secured Party in writing prior to the effective date of any lease to such other lessee, but in all cases, subject and subordinate to the Security Agreement (unless the Secured Party waives this requirement for a specific lessee) and only in Debtor's normal course of business. Secured Party shall not unreasonably withhold its consent to any proposed lessee.

2. Assignment of Rentals and Leases

To further secure payment of all Debtor's obligations under the Security Agreement, Debtor agrees:

- (a) to assign to Secured Party, and hereby pledges and assigns any leases, rentals, accounts and contracts with respect to the Collateral hereunder which may now exist or hereafter arise together with all rights thereunder and all rental and other payments and purchase options due and to become due thereunder;
- (b) unless Lessor agrees otherwise with respect to a specific lease, to specifically state in the body of each such lease that the lessee's rights thereunder are subject and subordinate to the rights of Secured Party;
- (c) to deliver to Secured Party, the "original" of any and all such leases together with all other instruments requested by Secured Party to evidence and confirm the aforesaid pledge; and
- (d) to file with the Surface Transportation Board, a memorandum of lease with respect to each such lease and an assignment thereof to Secured Party.

So long as Obligor is not in default in the performance of any obligations hereunder, Obligor may collect and retain all rental payments due and owing under such leases directly from the lessee. No lease of the Collateral hereunder shall relieve Obligor from

any of its obligations to Secured Party under the Security Agreement.

3. Reports

Upon a request from Secured Party, Debtor shall provide to Secured Party, a report, setting forth for each item of Collateral, the following information: the name of the current lessee, the date of the lease agreement, the original term of the lease agreement and the amount of rent per item of Collateral.

4. Event of Default

Debtor's failure to perform its obligations under this Addendum shall constitute an Event of Default under the Security Agreement.

Date: 9-11, 2001

Midwest Railcar Corporation

By: [Signature]

Its: President CEO

Wells Fargo Equipment Finance, Inc.

By: [Signature]

Its: AVP/Contract Analyst



Wells Fargo Equipment Finance
Investors Building, Suite 300
733 Marquette Ave So
Minneapolis, MN 55402

Schedule A

Contract Number 68386-701 dated as of September 4, 2001

Debtor: Midwest Railcar Corporation

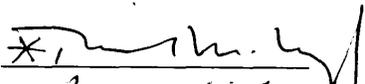
Description: Fourty (40) Used 1967 Gunderson 6000 cubic ft 100 ton wood chip railcars.

Car Number

| | |
|-------------|-------------|
| MWCX 100074 | MWCX 100094 |
| MWCX 100075 | MWCX 100095 |
| MWCX 100076 | MWCX 100096 |
| MWCX 100077 | MWCX 100097 |
| MWCX 100078 | MWCX 100098 |
| MWCX 100079 | MWCX 100099 |
| MWCX 100080 | MWCX 100100 |
| MWCX 100081 | MWCX 100101 |
| MWCX 100082 | MWCX 100102 |
| MWCX 100083 | MWCX 100103 |
| MWCX 100084 | MWCX 100104 |
| MWCX 100085 | MWCX 100105 |
| MWCX 100086 | MWCX 100106 |
| MWCX 100087 | MWCX 100107 |
| MWCX 100088 | MWCX 100108 |
| MWCX 100089 | MWCX 100109 |
| MWCX 100090 | MWCX 100110 |
| MWCX 100091 | MWCX 100111 |
| MWCX 100092 | MWCX 100112 |
| MWCX 100093 | MWCX 100113 |

Dated:

Debtor: Midwest Railcar Corporation

By: 

Its: President & CEO



STATE OF Minnesota
COUNTY OF Starbuck

On this 11th day of September, 2001 before me personally appeared,
Richard M. [Signature] to me personally known, who being by me duly sworn, says
that s/he is the President of Midwest Railcar Corporation., a Illinois corporation, that said
instrument was signed on behalf of said corporation, and s/he acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporation.

[Seal]

CHAD A. HANSEN
NOTARY PUBLIC, MINNESOTA

[Signature]
Notary Public

My commission expires: Jan. 31, 2005

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this 18th day of September, 2001 before me personally appeared,
Jacqueline Barron to me personally known, who being by me duly sworn, says
that s/he is the Area Contract Analyst of Wells Fargo Equipment Finance, Inc., a Minnesota corporation, that
said instrument was signed on behalf of said corporation, and s/he acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporation.

[Seal]

Margaret Killian
Notary Public

