

RECORDATION NO. 24850-B FILED

MAY 06 '04 2-49 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

May 6, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of (Collateral) Assignment of Lease, dated as of February 25, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Schedule #3 filed with the Board under Recordation Number 24850.

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

Assignor: Midwest Railcar Corporation
3 Professional Park Drive, Suite B
Maryville, Illinois 62062

Assignee/Bank: Partners Bank
1 Ginger Creek Meadows
Glen Carbon, Illinois 62034

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF (COLLATERAL) ASSIGNMENT
OF LEASE

BETWEEN

PARTNERS BANK
("BANK")

AND

MIDWEST RAILCAR CORPORATION
("ASSIGNOR")

February 25, 2004

This Memorandum of Assignment of Lease is hereby entered into as of this 25th day of February, 2004 by and between Partners Bank, an Illinois corporation ("Bank"), and Midwest Railcar Corporation, an Illinois corporation ("Assignor").

W I T N E S S E T H:

The Assignor hereby assigns, transfers and sets over unto Bank, all of the Assignor's right, title and interest in (but not its obligations) and to the lease of fifty (50), 3,010 c.f., 100-ton covered hopper railcars, as evidenced by that certain Schedule #3 dated effective December 11, 2003 which incorporates by reference that Full Service Master Lease Agreement dated effective December 11, 2003 by and between Assignor (as Lessor) and Badger Mining Corporation, a Wisconsin Corporation (as Lessee), and any other Exhibits or Schedules thereto (together, the "Lease") and all rents and other sums due thereunder, and all proceeds therefrom with respect to those certain railcars identified on the attached Schedule "A" hereto (the "Railcars"), and all rents, renewal rents, proceeds of settlement for the Railcars which are lost, destroyed or damaged beyond repair and all other sums due and to become due under and pursuant to or by reason of the Lease, including but not limited to, the payment of any purchase option price paid by the Lessee pursuant to the Lease, as well as any and all subleases of the Railcars.

This Assignment is given and intended as continuing collateral for the payment of the indebtedness of the Assignor (as "Grantor") to Bank (as "Lender") as provided for in the Commercial Security Agreement dated February 25, 2004 (the "Agreement"), including but not limited to any and all promissory notes executed thereunder (the "Promissory Notes"), including any and all interest thereon and expenses therefor and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or reincurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefor or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Assignor to Bank of any and all indebtedness of the Assignor to Bank arising under the Agreement and the Promissory Note, while no default exists under any of the other provisions thereof. If such payment in full is made by the Assignor while no such default exists or if any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Assignor, the Assignor shall be entitled to have this Assignment discharged.

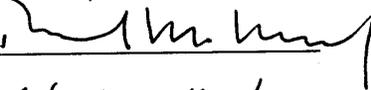
Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease may be executed in any number of counterparts, each executed counterpart constituting an original but together only one memorandum of Assignment of Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by there respective corporate officers as of the date and year first above written.

PARTNERS BANK
as Bank

By: 
Name: Robert W. Thompson Jr
Title: Senior Vice President

MIDWEST RAILCAR CORPORATION
as Assignor

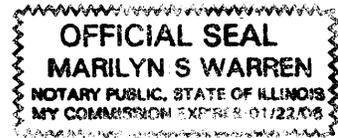
By: 
Name: Richard M. Murphy
Title: President

STATE OF Illinois)
) ss.
COUNTY OF Madison)

On this 14th day of April 2004, before me personally appeared Robert W. Thompson, Jr., to me personally known, who being by me duly sworn, says that he is the Senior Vice President of PARTNERS BANK, that the foregoing instrument was signed on behalf of said national banking association, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: Marilyn S. Warren

My commission expires: Jan. 22, 2006

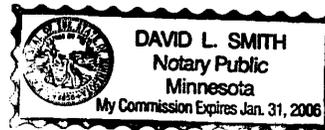


STATE OF MN)
) ss.
COUNTY OF Sherburne)

On this 26 day of April 2004, before me personally appeared Richard M. Murphy III, to me personally known, who being by me duly sworn, says that he is the President & CEO of MIDWEST RAILCAR CORPORATION, that the foregoing instrument was signed on behalf of said limited liability company, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: David L. Smith

My commission expires: 1-31-06



SCHEDULE "A"
To Memorandum of Assignment of Lease
SCHEDULE OF RAILCARS
One Page
Written Number (Number in Numeric) Units

SCHEDULE OF RAILCARS

Fifty (50) 3,010 c.f., 100-ton, covered hopper railcars with 263,000 lb GRL, two pockets with two gates per pocket and round hatches bearing the following reporting marks and numbers:

MWCX 300048 – MWCX 300097, inclusive

STATE OF MARYLAND
SS:
CITY OF BALTIMORE

THIS IS TO CERTIFY that the attached Memorandum of (Collateral) Assignment of Lease is a true and complete copy of said Memorandum of (Collateral) Assignment of Lease.

WITNESS my hand and seal this 4th day of May, 2004.

Dorothy J. Hampton
Notary Public



DOROTHY J. HAMPTON
NOTARY PUBLIC
ARUNDEL CO., MD
My Commission Expires 11/15/2005