TheBANK of Edwardsville
Member FDIC

Collinsville Center • 101 South Morrison • Collinsville, IL 62234
618/344-6100 • Fax 618/344-7847

RECORDATION NO. 23097-A FILED

SEP 21 '00 12-50 PM

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SURFACE TRANSPORTATION BOARD

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SEPTEMBER 9, 2000

MR VERNON WILLIAMS, SECRETARY
SURFACE TRANSPORTATION BOARD
1925 K STREET NW
WASHINGTON, D.C. 20423

DEAR SECRETARY,

I HAVE ENCLOSED AN ORIGINAL AND ONE COUNTERPART OF THE DOCUMENTS DESCRIBED BELOW, TO BE RECORDED PURSUANT TO SECTION 11303 OF TITLE 49 OF THE U.S.CODE.

THIS DOCUMENT IS AN ASSIGNMENT OF LEASE, A SECONDARY DOCUMENT, DATED AUGUST 21ST, 2000. WE REQUEST THAT THIS ASSIGNMENT BE CROSS INDEXED.

THE NAMES AND ADDRESSES OF THE PARTIES TO THE DOCUMENTS ARE AS FOLLOWS:

RAILCAR LEASING SPECIALISTS, INC. (ASSIGNOR), 1109 GREENWOOD AVENUE, WILMETTE, IL. 60091 AND THE BANK OF EDWARDSVILLE (THE BANK), 330 WEST VANDALIA, EDWARDSVILLE, IL. 62025.

A DESCRIPTION OF THE EQUIPMENT COVERED BY THE DOCUMENT FOLLOWS

SIX (6) 70-TON , 2 CAR ARTICULATED UNITS BEARING THE FOLLOWING NUMBERS:AMIX 46900 A&B, AMIX 46913 A&B, AMIX 46958 A & B, AMIX 46994 A&B, AMIX 46777 A&B, AMIX 47003 A&B.

A FEE OF $26 IS ENCLOSED. PLEASE RETURN THE ORIGINAL AND ANY EXTRA COPIES NOT NEEDED BY THE BOARD FOR RECORDATION TO THE BANK OF EDWARDSVILLE, ATTN: DAVID GANSNER, VICE PRESIDENT, 101 SOUTH MORRISON ST., COLLINSVILLE, IL. 62234

A SHORT SUMMARY OF THE DOCUMENT TO APPEAR IN THE INDEX FOLLOWS

A "ASSIGNMENT OF LEASE"BETWEEN RAILCAR LEASING SPECIALISTS, INC., 1109 GREENWOOD AVENUE, WILMETTE, IL. 60091, THE ASSIGNOR AND THE BANK OF EDWARDSVILLE, 330 WEST VANDALIA, EDWARDSVILLE, IL. 62025, THE ASSIGNEE, COVERING SIX (6) 70-TON, 2 CAR ARTICULATED UNITS BEARING THE

NUMBERS AMIX 46900 A& B, AMIX 46913 A&B, AMIX 46958 A&B, AMIX 46994 A & B, AMIX 46777 A& B, AMIX 47003 A&B. THIS DOCUMENT IS CONNECTED TO "FINANCING STATEMENT AND NOTICE OF SECURITY INTEREST DATED AUGUST 21ST, 2000, NOT YET RECORDED.

IF YOU SHOULD HAVE ANY QUESTIONS CONCERNING THIS LETTER PLEASE CALL ME AT 618-344-6100.

SINCERELY,

David Gansner

DAVID GANSNER
VICE PRESIDENT

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SURFACE TRANSPORTATION BOARD

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned, RAILCAR LEASING SPECIALISTS, INC. 1109 Greenwood Avenue, Wilmette, IL, 60091, (the Assignor), hereby assigns, sets over, and transfers to THE BANK OF EDWARDSVILLE, 330 West Vandalia, Edwardsville, Illinois 62025, an Illinois Banking Corporation (The Bank), its successors and assigns, all of its rights, title, and interest in and to all rentals, charges, claims of rentals, and other monies due or to become due to the undersigned under or arising out of Rider 2 of the Lease Agreement, said Rider dated June 2, 2000, of an original Lease Agreement, dated December 14, 1998, wherein the Assignor is the Lessor and Mineral Solutions, Inc., 855 Apollo Road, Eagan, MN 55121, is the Lessee, said Rider 2 of the Lease bearing the date of June 2, 2000, with the original Lease dated, December 14, 1998, and all amendments to and renewals thereof, together with all other rights, powers, guaranties, and remedies of the Assignor under the Lease, and together with all the right, title, and interest of the undersigned in and to the Commercial Security Agreement and property therein described on Exhibit A as security for the payment of said rentals and other monies, hereby granting full power to The Bank, either in its own name or in the name of the Assignor, to take all legal or other proceedings which the undersigned could have taken but for this assignment, in which case the undersigned shall have no further interest in the Lease, but shall remain liable to observe and perform all the covenants and obligations under the Lease and will be liable for all expenses, including, without limitation, reasonable attorney's fees, incurred by reason of The Bank's exercising its rights as Assignee hereunder. Under no circumstances shall The Bank be required or obligated in any manner to perform any of the obligations of the undersigned pursuant to the Lease by reason of this assignment. The Bank is irrevocably authorized, but not obligated, at any time to exercise all rights and remedies and collect

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compromise, and release all rentals and other monies payable under the Lease and to deal with the Lease in such manner and at such time as The Bank may, in its own discretion, deem advisable.

The Lease shall not be amended, and the rights of the parties shall not be altered in any respect, by waiver or otherwise, without the prior written consent of The Bank.

The Bank's waiver of any right or power accruing to it hereunder shall not constitute a waiver of any other right or power, and no forbearance, failure to exercise a power, or course of dealing shall be construed as a waiver of any such right or power unless given in writing.

After performance by the Lessee of the Lease of all its obligations in accordance with the terms thereunder, including payment in full of the rentals payable thereunder, The Bank shall have no further right to, or interest in, the property described in the Lease or the salvage value thereunder, if any, except the right to have recourse thereto or to the value of any proceeds thereof, to the extent of the interest of the undersigned or the Lessee therein, for application towards payment of unpaid obligations of the undersigned or the Lessee, as the case may be, to The Bank, if any, and except as follows:

(1) If, at any time, the Lessee exercises any option it may have to purchase the leased equipment, The Bank shall have a first and prior claim upon and against all monies paid by the Lessee as a result of the exercise of such option at the time such payment is made.

(2) If, at any time, the leased equipment is returned because of the failure of the Lessee to exercise its option to purchase, or for any other reason, then upon the subsequent sale of said equipment, The Bank shall have a first and prior claim upon and against all monies paid by any purchaser of the equipment at the time such monies are paid.

Not withstanding any other provision herein, The Bank acknowledges that the assignment

of lease is for collateral security purposes only. As such, assignor shall continue to exercise all rights and shall be entitled to receive all payments under the lease unless and until as event of default shall have occurred under the Commercial Security Agreement dated August 21, 2000, between the assignor and The Bank.

This Assignment is made in accordance with and pursuant to a certain Note and Commercial Security Agreement dated August 21, 2000, between The Bank and the undersigned Assignor.

In Witness Whereof, the undersigned has made and delivered this Assignment this 24 day of August, 2000.

RAILCAR LEASING SPECIALISTS, INC.
The Assignor

By: _____
Dennis Amick, President

THE BANK OF EDWARDSVILLE
The Bank

By: _____
David W. Gansner, Vice-President

EXHIBIT "A"

Borrower:	RAILCAR LEASING SPECIALISTS, INC. 1109 GREENWOOD AVENUE WILMETTE, IL 60091	Lender:	THE BANK OF EDWARDSVILE THE COLLINSIVLLE CENTER 101 SOUTH MORRISON COLLINSVILLE IL 62234

This EXHIBIT "A" is attached to and by this reference is made a part of each Promissory Note or Credit Agreement, Security Agreement and Boarding Data, dated August 21, 2000, and executed in connection with a loan or other financial accommodations between The BANK OF EDWARDSVILLE and MIDWEST RAILCAR CORPORATION.

Six (6) 70-ton, 2 car articulated units with car marks and numbers AMIX 46900 A & B, AMIX 46913 A & B, AMIX 46958 A & B, AMIX 46994 A & B, AMIX 46777 A & B, and AMIX 47003 A & B.

THIS EXHIBIT "A" IS EXECUTED ON AUGUST 21, 2000.

BORROWER: RAILCAR LEASING SPECIALISTS, INC.

By: _____
DENNIS AMICK, PRESIDENT

LENDER: THE BANK OF EDWARDSVILLE

By: _____
DAVID GANSNER, VICE-PRESIDENT

STATE OF West Virginia }
COUNTY OF Greenbrier }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that DENNIS AMICK, representing himself to be the duly-elected and acting President respectively of RAILCAR LEASING SPECIALISTS, INC., and personally known to me to be the same person whose name appears on the forgoing instrument, appeared before me this date in person and acknowledged that he signed, sealed, and delivered and said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of August, 2000.

Melissa K. D. Wygal
Notary Public

NOTARY PUBLIC OFFICIAL SEAL
State of West Virginia
MELISSA K. D. WYGAL
RR 2, BOX 57, SECOND CREEK, WV 24973
My Commission Expires March 24, 2003

STATE OF Illinois }
}
COUNTY OF Madison }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David W. Gansner, representing himself to be the duly-elected Vice-President of The Bank of Edwardsville and personally known to me to be the same person whose name appears on the forgoing instrument, appeared before me this date in person and acknowledged that they signed, sealed, and delivered and said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11 day of September 2000.

Phyllis Kay Davis
Notary Public

"OFFICIAL SEAL"
PHYLLIS KAY DAVIS
NOTARY PUBLIC—STATE OF ILLINOIS
MADISON COUNTY, IL
MY COMMISSION EXPIRES NOV. 7, 2002