

RECORDATION NO. 25281-B FILED

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NOV 03 '04 2-50 PM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

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November 3, 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, dated as of October 28, 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 #9 Full Service Master Lease Agreement which is being filed with the Board under Recordation Number _____.

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

Bank: The Bank of Edwardsville
330 West Vandalia
Edwardsville, IL 62025

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

Mr. Vernon A. Williams
November 3, 2004
Page Two

A description of the railroad equipment covered by the enclosed document is:

50 covered hopper railcars bearing MWCX reporting marks and road numbers to be determined.

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

Memorandum of (Collateral) Assignment

Also enclosed is a check in the amount of \$30.00 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,



Robert W. Alvord

RWA/anm
Enclosures

MEMORANDUM OF (COLLATERAL) ASSIGNMENT
OF LEASE

BETWEEN

THE BANK OF EDWARDSVILLE
("BANK")

AND

MIDWEST RAILCAR CORPORATION
("ASSIGNOR")

RECORDATION NO. 25281-B FILED

NOV 03 '04 2-50 PM

SURFACE TRANSPORTATION BOARD

October 28, 2004

This Memorandum of Assignment of Lease is hereby entered into as of this 28th day October 2004 by and between The Bank of Edwardsville, 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 up to fifty (50) 100-ton covered hopper railcars cars with sizes ranging from 2900 – 4750 c.f. as evidenced by that certain Schedule #9 dated June 9, 2004 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 (as Lessee), and any other Equipment Riders and 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 October 28, 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 re-incurred, 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 their respective corporate officers as of the date and year first above written.

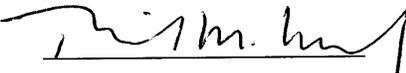
THE BANK OF EDWARDSVILLE
as Bank

By: 

Name: William D. Barlow

Title: Vice President

MIDWEST RAILCAR CORPORATION
as Assignor

By: 

Name: Richard M. Murphy

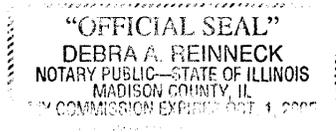
Title: President

STATE OF Illinois)
) ss.
COUNTY OF Madison)

On this 28th day of October 2004, before me personally appeared William D. Barlow, to me personally known, who being by me duly sworn, says that he is the Vice President of THE BANK OF EDWARDSVILLE, 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: Debra A. Reinneck

My commission expires: 10/1/2005



STATE OF MN)
) ss.
COUNTY OF Sherburne)

On this 28th day of October, 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
Fifty (50) Units

SCHEDULE OF RAILCARS

Up to Fifty (50) 100-ton, covered hopper railcars with sizes ranging from 2900 – 4750 c.f., with the following marks and numbers:

MWCX300170
MWCX300171
MWCX300172
MWCX300173
MWCX300174
MWCX300175
MWCX300176
MWCX300177
MWCX460004
MWCX460056
MWCX460113
MWCX460114
MWCX460115
MWCX460116
MWCX460117
MWCX460118
MWCX460119
MWCX460120
MWCX460121
MWCX460122
MWCX460123
MWCX460124
MWCX460125
MWCX460126
MWCX460127
MWCX460128
MWCX460129
MWCX460130
MWCX460131
MWCX460132
MWCX460133
MWCX460134
MWCX460135
MWCX460136
MWCX460137
MWCX460138
MWCX460139
MWCX460140
MWCX460141
MWCX460142
MWCX460143
MWCX460144
