

RECORDATION NO. 25281-D
FILED
JAN 03 '05 12:56 PM
SURFACE TRANSPORTATION BOARD

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

January 3, 2005

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 Amended Commercial Security Agreement, dated as of December 15, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Amended Commercial Security Agreement which is being filed with the Board under Recordation Number 25281-A.

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

- Lender: The Bank of Edwardsville
330 West Vandalia
Edwardsville, Illinois 62025

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

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

1 covered hopper car added: MWCX 460146, and

19 covered hopper car deleted within the series MWCX 4601113 – MWCX 460144 as more particularly set forth in the equipment schedule attached to the document.

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

Memorandum of Amended Commercial Security Agreement.

Also enclosed is a check in the amount of \$32.00 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

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF AMENDED COMMERCIAL SECURITY AGREEMENT

BETWEEN

**THE BANK OF EDWARDSVILLE
("LENDER")**

AND

**MIDWEST RAILCAR CORPORATION
("GRANTOR")**

December 15, 2004

This Memorandum of Amended Commercial Security Agreement is made and entered into as of December 15, 2004, by and between The Bank of Edwardsville, an Illinois corporation ("Lender"), and Midwest Railcar Corporation, an Illinois corporation ("Grantor").

WITNESSETH:

To secure all obligations of the Grantor under a certain Commercial Security Agreement dated as of October 28, 2004 (the "Security Agreement"), and that certain Promissory Note dated October 28, 2004, Grantor assigned to Lender, as evidenced by that Memorandum of Commercial Security Agreement dated October 28, 2004 and filed with the Surface Transportation Board on November 3, 2004 and assigned recordation number 25281-A, all of Grantor's rights, title and interest in, the railcars set forth and described on the Schedule of Railcars attached hereto (the railcars on the aforementioned Schedule of Railcars shall hereinafter be called the "Railcars"), as such Schedule of Railcars may be amended from time to time, and grants to Lender a first priority security interest in: (i) the Railcars; (ii) Grantor's interest in accessions, accessories, equipment, appurtenances and replacement and added parts appertaining or attached to any of the Railcars owned or hereinafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any of the Railcars, together with all the rents, issues, income, profits, proceeds and avails therefrom and the proceeds thereof; (iii) all proceeds and all present and future evidences of rights to payment, (including, without limitation, insurance and indemnity payments) due or to become due to Grantor on account of the lease, sale, loss or other disposition of the Railcars; (iv) 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 Grantor (as Lessor) and Badger Mining Corporation (as Lessee), and any additional Equipment Riders and schedules thereto (together, the "Lease") and all bills of sales or other similar documents, agreements and instruments relating to the Railcars, and all other leases, chattel paper, agreements, accounts, bank or deposit accounts and instruments relating to the Railcars, whether now existing or hereafter arising (collectively, the "Documentary Security" or "Security Documentation"), together with all of Grantor's estate, right, title, interest, claims and demands in, to and under such documents, agreements and instruments including all extensions of any of the terms thereof, together with all rights, powers, privileges, options, and other benefits of Grantor including without limitation the right to receive notices, give consents, exercise any election or option, declare defaults and demand payments thereunder, and (v) all rent, damages and other moneys from time to time payable to or receivable by Grantor under the Documentary Security (the Railcars, Documentary Security, proceeds, rights, claims and causes of action described in items (i) through (v) above being herein sometimes collectively called the "Collateral"), to have and to hold all and every part of the Collateral unto Lender, and its successors and assigns, for its and their own use and benefit forever.

The Lender and Grantor hereby agree to amend the Security Agreement by: adding one (1) railcar to the Security Agreement and releasing all interest in nineteen (19) railcars to the Security Agreement, all of which are referenced in the attached Schedule of Railcars, respectively.

This Memorandum of Amended Commercial Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but together only one Memorandum of Amended Commercial Security Agreement.

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 Lender

By: 

Title: Vice President

Date: 12-16-04

MIDWEST RAILCAR CORPORATION,
as Grantor

By: 

Title: President & CEO

Date: 12-16-04

STATE OF Illinois)
) ss.
COUNTY OF Madison)

On this 15th day of December, 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.



Sandra A. Sachs
NOTARY PUBLIC

My commission expires: Sept. 13, 2005

STATE OF MN)
) ss.
COUNTY OF Sherburne)

On this 15th day of December, 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, an Illinois corporation that the foregoing instrument was signed on behalf of Midwest Railcar Corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

David L. Smith
NOTARY PUBLIC

My commission expires: 1-31-06



SCHEDULE OF RAILCARS

Twenty Four (24) 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
MWCX460121
MWCX460122
MWCX460125
MWCX460127
MWCX460128
MWCX460129
MWCX460130
MWCX460131
MWCX460134
MWCX460135
MWCX460136
MWCX460137
MWCX460142
MWCX460146

The following car is added to the Security Agreement:

MWCX460146

The following cars are released and deleted from the Security Agreement:

MWCX460113	MWCX460124	MWCX460144
MWCX460114	MWCX460126	
MWCX460115	MWCX460132	
MWCX460116	MWCX460133	
MWCX460117	MWCX460138	
MWCX460118	MWCX460139	
MWCX460119	MWCX460140	
MWCX460120	MWCX460141	
MWCX460123	MWCX460143	