

RECORDATION NO. 29308-A FILED

MAY 28 '10 -2 45 PM

SURFACE TRANSPORTATION BOARD

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

May 28, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Master Security and Loan Agreement (Schedule No. 5), dated as of May 28, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Master Equipment Lease Schedule No. 5 being filed with the Board under Recordation Number 29308.

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

Obligor.	MHCB (USA) Leasing & Finance Corporation) c/o Mizuho Corporate Bank, Ltd. 1251 Avenue of the Americas New York, NY 10020
Secured Party:	Mizuho Corporate Bank, Ltd. 1251 Avenue of the Americas New York, NY 10020

Chief, Section of Administration
May 28, 2010
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A description of the railroad equipment covered by the enclosed document is:

92 covered hopper railcars within the series MWCX 95002 - MWCX 95099 (formerly AGPX 95002 - AGPX 95099) 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 Master Security and Loan Agreement (Schedule No. 5)

Also enclosed is a check in the amount of \$41.00 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/sem
Enclosures

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Execution Version

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SECRETARY OF TRANSPORTATION BOARD

MEMORANDUM OF SECURITY AND LOAN AGREEMENT

(SCHEDULE NO. 5)

BETWEEN

**MHCB (USA) LEASING & FINANCE CORPORATION,
AS OBLIGOR**

AND

**MIZUHO CORPORATE BANK, LTD.,
AS SECURED PARTY**

May 28, 2010

THIS MEMORANDUM OF SECURITY AND LOAN AGREEMENT (SCHEDULE NO. 5), dated as of May 28, 2010, is made by and between MHCB (USA) LEASING & FINANCE CORPORATION, a New York corporation, as borrower ("Obligor"), and MIZUHO CORPORATE BANK, LTD., a Japanese corporation (*Kabushiki Kaisha*), as lender ("Lender") with respect to that certain Loan Schedule No. 5 to Master Security and Loan Agreement (the "Security and Loan Agreement") dated as of May 28, 2010 between the Obligor and the Lender. All capitalized terms used but not defined herein shall have the meanings given such terms in the Master Security and Loan Agreement, dated as of September 30, 2009 between the Obligor and the Lender.

WITNESSETH:

Pursuant to the provisions of the Security and Loan Agreement, Lender and Obligor hereby affirm and acknowledge that:

1. Lender has agreed to make a loan to Obligor and Obligor has agreed to borrow such loan from Lender and grant the Lender a first priority security interest in the following:

(a) all of the Obligor's right, title and interest in and to the Master Equipment Lease Schedule No. 5 dated as of May 28, 2010, between the Obligor as lessor and Midwest Railcar Corporation, as lessee, any and all Lease Schedules, any Bill of Sale, any Guaranty and any and all Purchase Documents (collectively, the "Assigned Contracts"), and all payments of Rent, including, without limitation, all payments of Basic Rent and Supplemental Rent, of amounts payable under the Master Equipment Lease and each lease schedule as a result of any early termination thereof described in Sections 3(4) or (ii) of the Master Equipment Lease ("Termination Value," which shall include any EBO Purchase Price) or of Stipulated Loss Value (including any insurance or condemnation proceeds in respect of any of the foregoing) due or to become due thereunder, which are attributable to the Assigned Contracts or to the Equipment, except all the Obligor's rights to indemnification with respect to nonpayment of state and local taxes, claims of third parties and losses in consequence of the loss of federal, state and local tax deductions or tax credits under the Master Equipment Lease (including any other Excluded Amounts) (collectively, "Excluded Amounts"); and

(b) all of the Obligor's right, title and interest in certain railroad equipment bearing reporting marks and road numbers as listed on Schedule I attached hereto, together with all repairs and replacements thereto made in accordance with the Master Equipment Lease and all proceeds, except Excluded Amounts, therefrom (whether resulting from sale, lease, Event of Loss, or any other reason).

2. Lender and Obligor further acknowledge and affirm that this Memorandum of Security and Loan Agreement (Schedule No. 5) is not a summary of the Security and Loan Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Lender and Obligor hereby agree that in the event of a conflict between this Memorandum of Security and Loan Agreement (Schedule No. 5) and the provisions of the Security and Loan Agreement, the provisions of

the Security and Loan Agreement shall control.

3. This Memorandum of Security and Loan Agreement (Schedule No 5) is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. §11301.
4. The Security and Loan Agreement shall be effective as of May 28, 2010.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Security and Loan Agreement (Schedule No. 5) to be signed by their respective corporate officers as of the date and year first above written

OBLIGOR:

MHCB (USA) LEASING & FINANCE CORPORATION

By [Signature]
Print Name _____
Title _____
State _____
Vice President

The foregoing instrument was acknowledged before me this 23rd day of December, 2009, by Jeannette, the Vice President of MHCB (USA) LEASING & FINANCE CORPORATION, a New York corporation, on behalf of the corporation

Witness my hand and official seal

SANDRA TROPEANO-AMATO
Notary Public, State of New York
No. 5002346
Qualified in Nassau County
Commission Expires Sept. 28, 2012

[Signature]
Notary Public

My Commission expires:
September 28, 2012

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Security and Loan Agreement (Schedule No. 5) to be signed by their respective corporate officers as of the date and year first above written.

SECURED PARTY:

MIZUHO CORPORATE BANK, LTD.

By T. Koroyasu
Print Name Toshiro Koroyasu
Title Deputy General Manager

The foregoing instrument was acknowledged before me this 26th day of May, 2010, by Toshiro Koroyasu, the Deputy General Manager of MIZUHO CORPORATE BANK, LTD., a Japanese corporation, on behalf of the corporation.

Witness my hand and official seal

Hiromi Hirayama
Notary Public

My Commission expires:

HIROMI HIRAYAMA
Notary Public, State of New York
No. 02146118-00
Qualified in New York County
Commission Expires November 8, 2012

Schedule I

Car Description: Ninety-Two (92) 5150 c.f., 110-ton, 286K GRL Covered Hopper railcars, each with standard trough hatches and gravity gates, originally built by Thrall in 1995 with Reporting Marks and Numbers as follows:

Prior Car Mark & Number	New Car Mark & Number	Prior Car Mark & Number	New Car Mark & Number	Prior Car Mark & Number	New Car Mark & Number
AGPX 95002	MWCX 95002	AGPX 95046	MWCX 95046	AGPX 95090	MWCX 95090
AGPX 95003	MWCX 95003	AGPX 95047	MWCX 95047	AGPX 95091	MWCX 95091
AGPX 95004	MWCX 95004	AGPX 95048	MWCX 95048	AGPX 95092	MWCX 95092
AGPX 95005	MWCX 95005	AGPX 95049	MWCX 95049	AGPX 95093	MWCX 95093
AGPX 95006	MWCX 95006	AGPX 95051	MWCX 95051	AGPX 95094	MWCX 95094
AGPX 95007	MWCX 95007	AGPX 95052	MWCX 95052	AGPX 95095	MWCX 95095
AGPX 95008	MWCX 95008	AGPX 95053	MWCX 95053	AGPX 95096	MWCX 95096
AGPX 95009	MWCX 95009	AGPX 95054	MWCX 95054	AGPX 95097	MWCX 95097
AGPX 95010	MWCX 95010	AGPX 95055	MWCX 95055	AGPX 95098	MWCX 95098
AGPX 95011	MWCX 95011	AGPX 95056	MWCX 95056	AGPX 95099	MWCX 95099
AGPX 95012	MWCX 95012	AGPX 95057	MWCX 95057		
AGPX 95013	MWCX 95013	AGPX 95058	MWCX 95058		
AGPX 95014	MWCX 95014	AGPX 95059	MWCX 95059		
AGPX 95015	MWCX 95015	AGPX 95060	MWCX 95060		
AGPX 95016	MWCX 95016	AGPX 95061	MWCX 95061		
AGPX 95017	MWCX 95017	AGPX 95062	MWCX 95062		
AGPX 95018	MWCX 95018	AGPX 95063	MWCX 95063		
AGPX 95020	MWCX 95020	AGPX 95064	MWCX 95064		
AGPX 95021	MWCX 95021	AGPX 95065	MWCX 95065		
AGPX 95022	MWCX 95022	AGPX 95066	MWCX 95066		
AGPX 95023	MWCX 95023	AGPX 95067	MWCX 95067		
AGPX 95024	MWCX 95024	AGPX 95068	MWCX 95068		
AGPX 95025	MWCX 95025	AGPX 95069	MWCX 95069		
AGPX 95026	MWCX 95026	AGPX 95070	MWCX 95070		
AGPX 95027	MWCX 95027	AGPX 95071	MWCX 95071		
AGPX 95028	MWCX 95028	AGPX 95072	MWCX 95072		
AGPX 95029	MWCX 95029	AGPX 95073	MWCX 95073		
AGPX 95030	MWCX 95030	AGPX 95074	MWCX 95074		
AGPX 95031	MWCX 95031	AGPX 95075	MWCX 95075		
AGPX 95032	MWCX 95032	AGPX 95078	MWCX 95078		
AGPX 95033	MWCX 95033	AGPX 95079	MWCX 95079		
AGPX 95034	MWCX 95034	AGPX 95080	MWCX 95080		
AGPX 95035	MWCX 95035	AGPX 95081	MWCX 95081		
AGPX 95036	MWCX 95036	AGPX 95082	MWCX 95082		
AGPX 95037	MWCX 95037	AGPX 95083	MWCX 95083		
AGPX 95039	MWCX 95039	AGPX 95084	MWCX 95084		
AGPX 95040	MWCX 95040	AGPX 95085	MWCX 95085		
AGPX 95041	MWCX 95041	AGPX 95086	MWCX 95086		
AGPX 95042	MWCX 95042	AGPX 95087	MWCX 95087		
AGPX 95043	MWCX 95043	AGPX 95088	MWCX 95088		
AGPX 95044	MWCX 95044	AGPX 95089	MWCX 95089		

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 5/28/10



Robert W Alvord