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SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1954)

June 25, 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 Security and Loan Agreement (Schedule No. 7), dated as of June 25, 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. 7 being filed with the Board under Recordation Number 29328.

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

Obligor: MHC B (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
June 25, 2010
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A description of the railroad equipment covered by the enclosed document is:

68 covered hopper railcars: GBRX 83330 - GBRX 83399 (excluding 083335 and 083357).

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

Memorandum of Security and Loan Agreement (Schedule No. 7).

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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SURFACE TRANSPORTATION BOARD

Execution Version

MEMORANDUM OF SECURITY AND LOAN AGREEMENT

(SCHEDULE NO. 7)

BETWEEN

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

AND

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

June 25, 2010

THIS MEMORANDUM OF SECURITY AND LOAN AGREEMENT (SCHEDULE NO 7), dated as of June 25, 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. 7 to Master Security and Loan Agreement (the "Security and Loan Agreement") dated as of June 25, 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 7 dated as of June 25, 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 sixty-eight (68) Cement Covered Hopper railcars bearing marks and numbers GBRX 083330 through GBRX 083399, except GBRX 083335 and GBRX 083357, 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. 7) 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. 7) 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. 7) 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 June 25, 2010.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Security and Loan Agreement (Schedule No. 7) 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. Kuroyasu

Print Name: Toshiro Kuroyasu
Deputy General Manager

Title: _____

STATE OF NEW YORK)
COUNTY OF New York) SS

The foregoing instrument was acknowledged before me this 25 day of June, 2010, by Toshiro Kuroyasu, the Deputy General Manager of MIZUHO CORPORATE BANK, LTD, a Japanese corporation, on behalf of the corporation.

Witness my hand and official seal.

Louise Jackson
Notary Public

My Commission expires:

LOUISE JACKSON
Notary Public, State of New York
No. 01JA5014828
Qualified in New York County
Commission Expires July 8, 2011

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: 6/25/10



Robert W. Alvord