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

RECORDATION NO. 25140-B FILED
SEP 01 '11 -1 30 PM
SURFACE TRANSPORTATION BOARD

September 1, 2011

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

Dear Ms. Brown.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of August 31, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Memorandum of Lease Agreement previously filed with the Board under Recordation Number 25140

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

Seller.	Greenbrier Leasing Company LLC One Centerpointe Drive Suite 200 Lake Oswego, Oregon 97035
Buyer.	Midwest Railcar Corporation 4949 Autumn Oaks Drive Maryville, Illinois 62062

Ms Cynthia T Brown
September 1, 2011
Page 2

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

80 covered hopper cars within the series GBRX 181053 - GBRX 182112 as more particularly set forth in the equipment schedule attached to the document

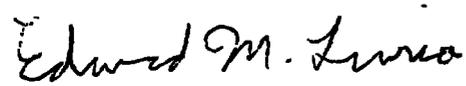
A short summary of the document to appear in the index is.

Bill of Sale.

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,

A handwritten signature in black ink that reads "Edward M. Luria". The signature is written in a cursive style with a large initial "E".

Edward M. Luria

EML/bhs
Enclosures

RECORDED COPY 25140-13 FILED

SEP 01 '11 -1 30 PM

BILL OF SALE

STORAGE TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS that GREENBRIER LEASING COMPANY LLC, an Oregon limited liability company ("Seller"), in consideration of the sum of \$10.00 to the undersigned to be paid by MIDWEST RAILCAR CORPORATION ("Purchaser") pursuant to the terms of the Purchase and Sale Agreement dated August 31, 2011 (the "Purchase and Sale Agreement") between Seller and Purchaser, has granted, bargained, sold, conveyed, transferred, and delivered and by these presents does bargain, sell, grant, convey, transfer, and deliver unto Purchaser all of Seller's right, title and interest in the eighty (80) railcars described on Schedule A attached hereto and made a part hereof, to have and to hold the same unto Purchaser, its successors and assigns forever Capitalized terms used but not defined herein will have the meanings ascribed to them in the Purchase and Sale Agreement.

The undersigned does for itself and its successors and assigns warrant and represent to Purchaser that such interest is conveyed free and clear of all claims, liens and encumbrances arising by reason of any act or omission of Seller except for the leasehold interest of: Graymont Western US, Inc., pursuant to Schedule No. 1 dated as of June 1, 2004, as amended, to that certain Lease Agreement dated as of June 1, 2004, by and between Seller, as lessor, and Graymont Western US, Inc., as lessee (the "Schedule"), and any liens expressly permitted under the Schedule

EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 8(b) AND 8(l) OF THE PURCHASE AND SALE AGREEMENT, THE RAILCARS ARE SOLD TO PURCHASER BY SELLER ON AN "AS-IS, WHERE-IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE RAILCARS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed this 31st day of August, 2011.

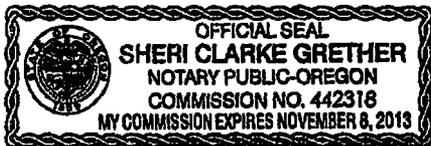
GREENBRIER LEASING COMPANY LLC
("Seller")

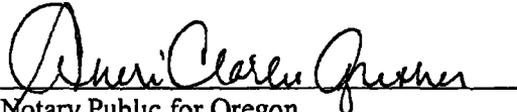
By. 
Larry Stanley, Senior Vice President

STATE OF OREGON)
) SS.
COUNTY OF CLACKAMAS)

On this 28th day of August, 2011, before me, a Notary Public of the County and State aforesaid, personally appeared Larry Stanley, to me personally known, who being by me duly sworn, says that he is Senior Vice President of Greenbrier Leasing Company LLC, an Oregon limited liability company, that the foregoing instrument was signed on behalf of said entity with due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

AS WITNESS my hand and notarial seal




Notary Public for Oregon
My commission expires: November 8, 2013

SCHEDULE A
to Bill of Sale

DESCRIPTION OF RAILCARS

Eighty (80) 4,750 cubic foot capacity, 100-ton, 268,000 lbs. GRL covered hopper railcars originally built in 1981 marked and numbered as follows:

Mark	Number	Mark	Number	Mark	Number
GBRX	181053	GBRX	181592	GBRX	181884
GBRX	181123	GBRX	181616	GBRX	181885
GBRX	181134	GBRX	181633	GBRX	181900
GBRX	181157	GBRX	181641	GBRX	181906
GBRX	181176	GBRX	181642	GBRX	181922
GBRX	181187	GBRX	181653	GBRX	181929
GBRX	181191	GBRX	181670	GBRX	181931
GBRX	181239	GBRX	181695	GBRX	181937
GBRX	181352	GBRX	181702	GBRX	181949
GBRX	181388	GBRX	181712	GBRX	181963
GBRX	181390	GBRX	181719	GBRX	181972
GBRX	181396	GBRX	181734	GBRX	181973
GBRX	181398	GBRX	181747	GBRX	181985
GBRX	181404	GBRX	181754	GBRX	182011
GBRX	181412	GBRX	181762	GBRX	182027
GBRX	181419	GBRX	181765	GBRX	182039
GBRX	181426	GBRX	181769	GBRX	182043
GBRX	181435	GBRX	181773	GBRX	182052
GBRX	181443	GBRX	181779	GBRX	182081
GBRX	181471	GBRX	181781	GBRX	182083
GBRX	181475	GBRX	181790	GBRX	182095
GBRX	181490	GBRX	181801	GBRX	182112
GBRX	181492	GBRX	181807		
GBRX	181497	GBRX	181813		
GBRX	181515	GBRX	181839		
GBRX	181524	GBRX	181853		
GBRX	181530	GBRX	181860		
GBRX	181549	GBRX	181872		
GBRX	181582	GBRX	181879		

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, 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 9-1-11

Edward M Luria
Edward M Luria