

RECORDATION NO 30317 FILED
July 31, 2012 03:00 PM
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

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

20036

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

July 31, 2012

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 Loan Agreement, dated as of July 19, 2012, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Secured Party: U.S. Bank Equipment Finance
13010 SW 68th Parkway, #100
Portland, OR 97223

Debtor: Mascoutin Heights Leasing Company, LLC
630 Commercial Avenue
Green Lake, WI 54941-0574

Chief, Section of Administration

July 31, 2012

Page 2

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

100 covered hopper railcars: MHLX 12001 – MHLX 12100.

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

Memorandum of Loan Agreement.

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,


✓ Edward M. Luria

EML/SEM
Enclosures



MEMORANDUM OF LOAN AGREEMENT

EQUIPMENT FINANCE

Memorandum of Loan Agreement is made and entered into on July 19, 2012 by and between U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("Secured Party") and Mascoutin Heights Leasing Company, LLC, ("Debtor").

The undersigned have entered into that certain Master Loan Agreement dated July 19, 2012, whereby the Secured Party has agreed to Loan to the Debtor and the Debtor has agreed to Loan from the Secured Party certain Collateral as listed on Exhibit "A" attached hereto, subject to the terms defined in the Schedule (Number 1236830-AFS), dated July 31, 2012

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be duly executed as of the date and year first above written.

Secured Party:
U.S. Bank Equipment Finance, a division of U.S. Bank National Association

Debtor:
Mascoutin Heights Leasing Company, LLC

BY: _____
An Authorized Officer

BY: [Signature]
Patrick J. McConnell
Manager

Executed on this _____ day of _____, 20____.

Executed on this 31 day of July, 2012.

STATE OF _____)
County of _____)SS.

STATE OF Wisconsin)
County of Shenandoah, WI)SS.

On _____, _____ personally appeared before me, _____, who being duly sworn, stated that he/she is the _____ of U.S. Bank Equipment Finance, a division of U.S. Bank National Association, acknowledged the foregoing instrument as voluntary act and deed of the Company by virtue of authority from its Board of Directors.

On July 31, 2012, Pat personally appeared before me, _____, who being duly sworn, stated that he/she is the Member of Mascoutin Heights Leasing Company, LLC, acknowledged the foregoing instrument as voluntary act and deed of the Company by virtue of authority from its Board of Directors.

Before me:

Before me:

Notary Public for _____
My Commission Expires: _____

[Signature]
Notary Public for Wisconsin
My Commission Expires: May 26, 2013



Exhibit "A"

TO MEMORANDUM OF LOAN AGREEMENT

**One Hundred (100) Trinity Covered Hopper Railcars, 3281 Cubic Foot with the following reporting marks and numbers:
MHLX 12001 -12100, INCLUSIVE,**

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

Plus

Certain chattel paper, consisting of any and all now existing or hereafter arising rental and lease agreements and all rents, income, accounts, payment intangibles, and sums due arising now or hereafter thereunder and all proceeds of any of the foregoing (each an "Agreement" and collectively the "Agreements") between Assignor and its sub-users, and relating to the equipment and/or inventory that is the subject of such Agreements and is described above. Any purchase of an Agreement, or perfection of a security interest therein by possession or other control of the Agreement, violates the rights of **U.S. Bank Equipment Finance, a division of U.S. Bank National Association** (and its successors and assigns).

6/00

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: 7/31/12

Edward M Luria
Edward M. Luria