

OSTER RESEARCHING SERVICES

12897 Colonial Drive
Mt. Airy, Maryland 21771
(301) 253-6040
maryannoster@comcast.net

February 5, 2013

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 F Street, SW
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recording with the Surface Transportation Board are one original and one counterpart of the document described below to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code:

Memorandum of Assignment of Railcar Lease dated 1/31/13

Assignor: Midwest Railcar Corporation
4949 Autumn Oaks Drive
Maryville, IL 62062

Assignee: Wells Fargo Equipment Finance, Inc.
dba Midwest Railcar Capital Equipment Company
733 Marquette Avenue, Suite 700
Minneapolis, MN 55402

Equipment: 135, 5700 cf Covered Hoppers
BRKX 058148-059461, NI

Please record this agreement as a primary document. The filing fee of \$42 is enclosed.
Thank you.

Sincerely,



Mary Ann Oster
Research Consultant

MEMORANDUM OF ASSIGNMENT OF RAILCAR LEASE
(Surface Transportation Board)

THIS MEMORANDUM OF ASSIGNMENT OF RAILCAR LEASE (this "Memorandum") dated as of January 31, 2013 is between MIDWEST RAILCAR CORPORATION (the "Assignor") and WELLS FARGO EQUIPMENT FINANCE, INC. d/b/a MIDWEST RAILCAR CAPITAL EQUIPMENT COMPANY (the "Assignee").

The parties to this Memorandum hereby acknowledge and confirm the following:

A. The Assignor, as lessor, has leased to Draskem America, Inc., as lessee (the "Lessee"), one-hundred thirty-five (135) 5700 c.f., 263K Gross Rail Load Covered Hoppers identified on Schedule 1 attached hereto (the "Railcars") under that certain Schedule #2 dated as of December 31, 2012, by and between Assignor, as lessor, and Lessee, as lessee, (the "Schedule"). The Schedule incorporates by reference that certain Full Service Master Lease Agreement dated as of December 28, 2012 by and between Assignor, as lessor and Lessee (the "Master Lease"). The Schedule, together with the Master Lease solely as it pertains to the Schedule, are referred to herein as the "Lease".

B. The Assignor, as assignor, and the Assignee, as assignee, are parties to that certain Assignment of Lessor's Interest in Lease, dated as of even date herewith, pursuant to which the Assignor has assigned to the Assignee the rights of "Lessor" under the Lease. The terms of the assignment are more particularly set forth in the above-referenced Assignment of Lessor's Interest in the Lease.

C. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

DESCRIPTION OF RAILCARS

One-Hundred Thirty-Five (135) 5700 c.f., Covered Hoppers weighing 263,000 lbs. gross rail load and bearing the following reporting marks and numbers:

| <u>Reporting Mark & Number</u> |
|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| BRKX058148 | BRKX059143 | BRKX059235 | BRKX059309 | BRKX059377 |
| BRKX058153 | BRKX059146 | BRKX059237 | BRKX059311 | BRKX059378 |
| BRKX058159 | BRKX059149 | BRKX059240 | BRKX059319 | BRKX059383 |
| BRKX058161 | BRKX059154 | BRKX059246 | BRKX059331 | BRKX059386 |
| BRKX058166 | BRKX059155 | BRKX059248 | BRKX059332 | BRKX059389 |
| BRKX058167 | BRKX059156 | BRKX059253 | BRKX059333 | BRKX059391 |
| BRKX058168 | BRKX059161 | BRKX059256 | BRKX059334 | BRKX059397 |
| BRKX058171 | BRKX059162 | BRKX059262 | BRKX059335 | BRKX059398 |
| BRKX058183 | BRKX059163 | BRKX059264 | BRKX059340 | BRKX059403 |
| BRKX058184 | BRKX059177 | BRKX059266 | BRKX059342 | BRKX059406 |
| BRKX058195 | BRKX059185 | BRKX059270 | BRKX059345 | BRKX059414 |
| BRKX058196 | BRKX059192 | BRKX059271 | BRKX059347 | BRKX059417 |
| BRKX058200 | BRKX059193 | BRKX059278 | BRKX059352 | BRKX059420 |
| BRKX058228 | BRKX059194 | BRKX059279 | BRKX059353 | BRKX059422 |
| BRKX058229 | BRKX059200 | BRKX059280 | BRKX059354 | BRKX059423 |
| BRKX058235 | BRKX059203 | BRKX059281 | BRKX059355 | BRKX059425 |
| BRKX059102 | BRKX059210 | BRKX059283 | BRKX059360 | BRKX059429 |
| BRKX059107 | BRKX059211 | BRKX059284 | BRKX059361 | BRKX059443 |
| BRKX059111 | BRKX059213 | BRKX059286 | BRKX059362 | BRKX059444 |
| BRKX059115 | BRKX059217 | BRKX059290 | BRKX059363 | BRKX059448 |
| BRKX059117 | BRKX059218 | BRKX059291 | BRKX059366 | BRKX059449 |
| BRKX059126 | BRKX059221 | BRKX059293 | BRKX059367 | BRKX059451 |
| BRKX059129 | BRKX059223 | BRKX059295 | BRKX059368 | BRKX059453 |
| BRKX059131 | BRKX059224 | BRKX059297 | BRKX059369 | BRKX059457 |
| BRKX059133 | BRKX059225 | BRKX059300 | BRKX059372 | BRKX059458 |
| BRKX059139 | BRKX059232 | BRKX059303 | BRKX059373 | BRKX059460 |
| BRKX059141 | BRKX059233 | BRKX059308 | BRKX059376 | BRKX059461 |