RECORDATION NO. 27965-F FILED
MAY 01, 2015 07:55 AM
SURFACE TRANSPORTATION BOARD

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May 1, 2015

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 an Assignment and Assumption Agreement, dated as of September 26, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed under Recordation Numbers 17028, 24960-F, 24960-I, 25895-F, 26676-D, 27965, 30726, 31084 and 31229.

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

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

Assignee: Infinity Transportation III LLC
1355 Peachtree Street
Suite 750 - South Tower
Atlanta, GA 30309

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

Rec. No. 17028-P: 223 gondola railcars: BNSF 699100, BNSF 699101 and within the series BNSF 665000 – BNSF 665237 (not including identified casualties) (previously bearing BN reporting marks and road numbers);

Rec. No. 24960-R: 25 flatcars: AWXX 20551 - AWXX 20575 and GBRX 20657 - GBRX 20706;

Rec. No. 25895-G: 32 covered hopper railcars within the series MCEX 330180 – MCEX 330214;

Rec. No. 26676-F: 19 hopper railcars: MRMX 140068 – MRMX 140086;

Rec. No. 27965-F: 100 covered hopper railcars: SDWX 10234 - SDWX 10333;

Rec. No. 30726-B: 124 railcars: 274170 – UP 274294 and UP 275700 – UP 275718;

Rec. No. 31084-B: 220 covered hopper railcars: CTRN 100767 – CTRN 101000;

Rec. No. 31229-B: 110 hopper railcars: MCEX 13131 – MCEX 13259.

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

Memorandum of Assignment of Leases.

Also enclosed is a check in the amount of $43.00 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

RECORDATION NO. 27965-F FILED
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SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 26, 2014 (this "Agreement"), is between Midwest Railcar Corporation, an Illinois corporation (the "Seller"), and Infinity Transportation III LLC, a Delaware limited liability company (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of September 26, 2014 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Assignment**. Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations, to the extent arising on or after the Closing Date, under the Leases and any other Operative Agreements as they relate to each unit. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement, all rent payments due under the Leases before October 1, 2014, any proceeds of a unit of Equipment that has suffered a Casualty Occurrence (as defined in the Purchase Agreement) prior to the Closing Date (as defined in the Purchase Agreement), all liability insurance proceeds which are now or hereafter payable to the Assignor arising from or in connection with its interest in the Railcars, and the right to enforce payment of any of the foregoing.

2. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment**. The Buyer accepts the assignment contained in Section 1 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller accruing on or after the Closing Date under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date (except with respect to obligations not assumed pursuant to the preceding sentence), the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer.

3. **Definitions**. Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: (i) the railcars described in Schedule 1 to this Agreement together with (ii) every part, accessory, component and any equipment installed therein or attached thereto, except for any that have been installed or attached by a Lessee of such unit of Equipment or other user of such unit of Equipment and have not become property of the lessor pursuant to the related Lease as of the Closing Date. Individually each railcar is referred to as a "unit" or "unit of Equipment."

Lease: each lease described in Schedule 2 to this Agreement (collectively, the "**Leases**").

Lessee: each lessee under the Lease, identified in Schedule 2 to this Agreement (collectively, the "**Lessees**").

Operative Agreements: together, the Leases and the other agreements described in Schedule 2 to this Agreement (but in the case of any master lease agreement and any guaranty described in that Schedule 2, solely as they pertain to the related Lease).

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

4. Amendments. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

5. Notices. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

6. Headings. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

7. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

9. Entire Agreement. This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

10. Recordation. The Buyer may record this Agreement with the Surface Transportation Board.

[Execution on next page]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

INFINITY TRANSPORTATION III LLC	**MIDWEST RAILCAR CORPORATION**
By: _____ Jeffrey E. Edelman, President	By: _____ Richard M. Folio, Executive Vice President
State of Georgia; County of Fulton On September 26, 2014, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn said that he is President of INFINITY TRANSPORTATION III LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said limited liability company. _____ Notary Public My commission expires: [NOTARIAL SEAL]	State of Maryland, City of Baltimore On September __, 2014, before me personally appeared Richard M. Folio, to me personally known, who being by me duly sworn said that he is the Executive Vice President of Midwest Railcar Corporation, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation. _____ Notary Public My commission expires: [NOTARIAL SEAL]

STEPHANIE M. CASSAMAS
MY COMMISSION EXPIRES
AUG 13 2017
DEKALB CO., GEORGIA
NOTARY PUBLIC

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

INFINITY TRANSPORTATION III LLC	**MIDWEST RAILCAR CORPORATION**
By: _____ Jeffrey E. Edelman, President	By: _____ Richard M. Folio, Executive Vice President
State of Georgia; County of Fulton On September __, 2014, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn said that he is President of INFINITY TRANSPORTATION III LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said limited liability company. _____ Notary Public My commission expires: [NOTARIAL SEAL]	State of Maryland, City of Baltimore On September 24, 2014, before me personally appeared Richard M. Folio, to me personally known, who being by me duly sworn said that he is the Executive Vice President of Midwest Railcar Corporation, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation. Kathleen McLaughlin Notary Public My commission expires: 12/9/17 [NOTARIAL SEAL]

KATHLEEN McLAUGHLIN NOTARY PUBLIC HOWARD COUNTY, MD

EXHIBIT I
to Assignment and Assumption Agreement

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Midwest Railcar Corporation, an Illinois corporation ("Seller"), does hereby sell, transfer and assign to Infinity Transportation III LLC, a Delaware limited liability company ("Buyer"), all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of September 26, 2014, between Seller and Buyer, and the Assignment and Assumption Agreement and the Assignment of Lessor's Interest in Lease, each dated as of September 26, 2014, between Seller and Buyer.

[signature appears on the following page]

MIDWEST RAILCAR CORPORATION

By:_____
Richard M. Folio, Executive Vice President

Dated: September ____, 2014

Schedule 1
(to Bill of Sale)

[Capitalized names of Leases used in this Schedule 1 shall have the meaning given to them in Schedule 2]

Equipment subject to BNSF Lease:

Two-hundred twenty-three (223) gondola railcars bearing the following reporting marks and numbers:

Old Reporting Mark and Road Numbers	New Reporting Mark and Road Numbers
BN 533401	BNSF 699100
BN 533402 through 533635	BNSF 665000 through 665233
BN 533636	BNSF 699101
BN 533637 through 533640	BNSF 665234 through 665237

Casualties (no longer subject to the Lease Agreement)

Old Reporting Mark and Road Numbers	New Reporting Mark and Road Numbers
BN 533402	BNSF 665000
BN 533411	BNSF 665009
BN 533413	BNSF 665011
BN 533415	BNSF 665013
BN 533426	*
BN 533433	BNSF 665031
BN 533446	BNSF 665044
BN 533484	BNSF 665082
BN 533493	*
BN 533501	BNSF 665099
BN 533507	BNSF 665105
BN 533542	BNSF 665140
BN 533505	*
BN 533560	BNSF 665158
BN 533590	BNSF 665188
BN 533611	*
BN 533635	BNSF 665233

* BNSF number not assigned; railcar was destroyed under the old reporting BN mark and number

Equipment subject to Cemex Lease:

One Hundred (100) 3260 c.f., 286K Trinity-Built covered hopper railcars bearing the following reporting marks and numbers:

Reporting Marks and Numbers	Reporting Marks and Numbers	Reporting Marks and Numbers	Reporting Marks and Numbers
SDWX010234	SDWX010259	SDWX010284	SDWX010309
SDWX010235	SDWX010260	SDWX010285	SDWX010310
SDWX010236	SDWX010261	SDWX010286	SDWX010311
SDWX010237	SDWX010262	SDWX010287	SDWX010312
SDWX010238	SDWX010263	SDWX010288	SDWX010313
SDWX010239	SDWX010264	SDWX010289	SDWX010314
SDWX010240	SDWX010265	SDWX010290	SDWX010315
SDWX010241	SDWX010266	SDWX010291	SDWX010316
SDWX010242	SDWX010267	SDWX010292	SDWX010317
SDWX010243	SDWX010268	SDWX010293	SDWX010318
SDWX010244	SDWX010269	SDWX010294	SDWX010319
SDWX010245	SDWX010270	SDWX010295	SDWX010320
SDWX010246	SDWX010271	SDWX010296	SDWX010321
SDWX010247	SDWX010272	SDWX010297	SDWX010322
SDWX010248	SDWX010273	SDWX010298	SDWX010323
SDWX010249	SDWX010274	SDWX010299	SDWX010324
SDWX010250	SDWX010275	SDWX010300	SDWX010325
SDWX010251	SDWX010276	SDWX010301	SDWX010326
SDWX010252	SDWX010277	SDWX010302	SDWX010327
SDWX010253	SDWX010278	SDWX010303	SDWX010328
SDWX010254	SDWX010279	SDWX010304	SDWX010329
SDWX010255	SDWX010280	SDWX010305	SDWX010330
SDWX010256	SDWX010281	SDWX010306	SDWX010331
SDWX010257	SDWX010282	SDWX010307	SDWX010332
SDWX010258	SDWX010283	SDWX010308	SDWX010333

Equipment subject to ECDC Lease 1:

Twenty-Five (25) 85-foot, 110-ton, 286,000 lb. Gross Rail Load, Plate C Standard Level Flatcars equipped to handle four (4) 20 foot containers or two (2) 40 foot containers, each built by Trenton Works in 2004 and bearing the following reporting marks and numbers:

	Reporting Marks and Numbers
1.	AWXX020551
2.	AWXX020552
3.	AWXX020553
4.	AWXX020554
5.	AWXX020555
6.	AWXX020556
7.	AWXX020557
8.	AWXX020558
9.	AWXX020559

	Reporting Marks and Numbers
10.	AWXX020560
11.	AWXX020561
12.	AWXX020562
13.	AWXX020563
14.	AWXX020564
15.	AWXX020565
16.	AWXX020566
17.	AWXX020567
18.	AWXX020568

	Reporting Marks and Numbers
19.	AWXX020569
20.	AWXX020570
21.	AWXX020571
22.	AWXX020572
23.	AWXX020573
24.	AWXX020574
25.	AWXX020575

Equipment subject to ECDC Lease 2:

Fifty (50) 89-foot, 110-ton (converted from 70-ton), 286,000 lb. Gross Rail Load, Flatcars equipped to handle four (4) 20 foot containers, built in 1974 and 1975 and bearing the following reporting marks and numbers:

	Reporting Marks and Numbers
1.	GBRX020687
2.	GBRX020689
3.	GBRX020694
4.	GBRX020698
5.	GBRX020691
6.	GBRX020700
7.	GBRX020701
8.	GBRX020705
9.	GBRX020657
10.	GBRX020658
11.	GBRX020659
12.	GBRX020661
13.	GBRX020663
14.	GBRX020665
15.	GBRX020666
16.	GBRX020667
17.	GBRX020668

	Reporting Marks and Numbers
18.	GBRX020670
19.	GBRX020671
20.	GBRX020672
21.	GBRX020673
22.	GBRX020674
23.	GBRX020675
24.	GBRX020676
25.	GBRX020677
26.	GBRX020678
27.	GBRX020679
28.	GBRX020680
29.	GBRX020681
30.	GBRX020682
31.	GBRX020683
32.	GBRX020684
33.	GBRX020685
34.	GBRX020686

	Reporting Marks and Numbers
35.	GBRX020660
36.	GBRX020688
37.	GBRX020690
38.	GBRX020692
39.	GBRX020693
40.	GBRX020695
41.	GBRX020696
42.	GBRX020699
43.	GBRX020697
44.	GBRX020702
45.	GBRX020664
46.	GBRX020703
47.	GBRX020704
48.	GBRX020706
49.	GBRX020662
50.	GBRX020669

Equipment subject to Imerys Perlite Lease:

Thirty-Two (32) covered hopper railcars bearing the following reporting marks and numbers:

No.	Reporting Marks and Numbers
1.	MCEX330207
2.	MCEX330180
3.	MCEX330210
4.	MCEX330208
5.	MCEX330211
6.	MCEX330192
7.	MCEX330193
8.	MCEX330195
9.	MCEX330196
10.	MCEX330197
11.	MCEX330198
12.	MCEX330203
13.	MCEX330205
14.	MCEX330206
15.	MCEX330181
16.	MCEX330182
17.	MCEX330183
18.	MCEX330184
19.	MCEX330185
20.	MCEX330186
21.	MCEX330187
22.	MCEX330188
23.	MCEX330189
24.	MCEX330194
25.	MCEX330199
26.	MCEX330204
27.	MCEX330200
28.	MCEX330212
29.	MCEX330191
30.	MCEX330213
31.	MCEX330214
32.	MCEX330190

Equipment subject to Marathon Lease:

Nineteen (19) aluminum open top hopper railcars bearing the following reporting marks and numbers:

No.	Reporting Marks and Numbers
1.	MRMX140068
2.	MRMX140069
3.	MRMX140070
4.	MRMX140071
5.	MRMX140072
6.	MRMX140073
7.	MRMX140074
8.	MRMX140075
9.	MRMX140076
10.	MRMX140077
11.	MRMX140078
12.	MRMX140079
13.	MRMX140080
14.	MRMX140081
15.	MRMX140082
16.	MRMX140083
17.	MRMX140084
18.	MRMX140085
19.	MRMX140086

Equipment subject to South Carolina Lease:

One Hundred Ten (110) 4000 c.f., Rapid Discharge Rotary Dump Open Top Hopper railcars bearing the following reporting marks and numbers:

No.	Reporting Marks and Numbers	No.	Reporting Marks and Numbers	No.	Reporting Marks and Numbers	No.	Reporting Marks and Numbers
1.	MCEX013131	29.	MCEX013163	57.	MCEX013199	85.	MCEX013231
2.	MCEX013132	30.	MCEX013164	58.	MCEX013200	86.	MCEX013234
3.	MCEX013133	31.	MCEX013166	59.	MCEX013201	87.	MCEX013235
4.	MCEX013134	32.	MCEX013168	60.	MCEX013202	88.	MCEX013236
5.	MCEX013135	33.	MCEX013169	61.	MCEX013204	89.	MCEX013237
6.	MCEX013136	34.	MCEX013170	62.	MCEX013205	90.	MCEX013238
7.	MCEX013137	35.	MCEX013171	63.	MCEX013206	91.	MCEX013239
8.	MCEX013138	36.	MCEX013172	64.	MCEX013207	92.	MCEX013240
9.	MCEX013140	37.	MCEX013173	65.	MCEX013209	93.	MCEX013241
10.	MCEX013141	38.	MCEX013174	66.	MCEX013210	94.	MCEX013242
11.	MCEX013142	39.	MCEX013176	67.	MCEX013211	95.	MCEX013243
12.	MCEX013143	40.	MCEX013177	68.	MCEX013212	96.	MCEX013244
13.	MCEX013145	41.	MCEX013178	69.	MCEX013213	97.	MCEX013245
14.	MCEX013146	42.	MCEX013179	70.	MCEX013214	98.	MCEX013246
15.	MCEX013147	43.	MCEX013180	71.	MCEX013215	99.	MCEX013247
16.	MCEX013148	44.	MCEX013181	72.	MCEX013216	100.	MCEX013248
17.	MCEX013149	45.	MCEX013182	73.	MCEX013217	101.	MCEX013249
18.	MCEX013150	46.	MCEX013183	74.	MCEX013218	102.	MCEX013250
19.	MCEX013151	47.	MCEX013185	75.	MCEX013219	103.	MCEX013251
20.	MCEX013153	48.	MCEX013186	76.	MCEX013220	104.	MCEX013252
21.	MCEX013154	49.	MCEX013187	77.	MCEX013221	105.	MCEX013253
22.	MCEX013156	50.	MCEX013190	78.	MCEX013223	106.	MCEX013254
23.	MCEX013157	51.	MCEX013191	79.	MCEX013224	107.	MCEX013255
24.	MCEX013158	52.	MCEX013192	80.	MCEX013226	108.	MCEX013256
25.	MCEX013159	53.	MCEX013193	81.	MCEX013227	109.	MCEX013257
26.	MCEX013160	54.	MCEX013195	82.	MCEX013228	110.	MCEX013259
27.	MCEX013161	55.	MCEX013197	83.	MCEX013229		
28.	MCEX013162	56.	MCEX013198	84.	MCEX013230		

Equipment subject to Union Pacific Lease 1:

One Hundred Twenty-Four (124) 73' centerbeam lumber flat railcars bearing the following reporting marks and numbers:

No.	Reporting Marks and Numbers	No.	Reporting Marks and Numbers	No.	Reporting Marks and Numbers	No.	Reporting Marks and Numbers
1.	UP 274276	35.	UP 274246	69.	UP 274186	103.	UP 274194
2.	UP 274236	36.	UP 274248	70.	UP 274190	104.	UP 274195
3.	UP 274237	37.	UP 274250	71.	UP 274191	105.	UP 274198
4.	UP 274238	38.	UP 274251	72.	UP 274196	106.	UP 274201
5.	UP 274240	39.	UP 274257	73.	UP 274197	107.	UP 274202
6.	UP 274241	40.	UP 274260	74.	UP 275715	108.	UP 274203
7.	UP 274247	41.	UP 274263	75.	UP 274200	109.	UP 274204
8.	UP 274249	42.	UP 274264	76.	UP 275716	110.	UP 274206
9.	UP 274252	43.	UP 274265	77.	UP 274210	111.	UP 274207
10.	UP 274253	44.	UP 274266	78.	UP 274212	112.	UP 274208
11.	UP 274254	45.	UP 274268	79.	UP 274213	113.	UP 274209
12.	UP 274255	46.	UP 274269	80.	UP 275717	114.	UP 274211
13.	UP 274258	47.	UP 274270	81.	UP 274216	115.	UP 274214
14.	UP 274262	48.	UP 274292	82.	UP 274219	116.	UP 274217
15.	UP 274267	49.	UP 274285	83.	UP 274220	117.	UP 274218
16.	UP 274272	50.	UP 274288	84.	UP 274221	118.	UP 274222
17.	UP 274273	51.	UP 275700	85.	UP 274223	119.	UP 274224
18.	UP 274274	52.	UP 275701	86.	UP 275718	120.	UP 274227
19.	UP 274277	53.	UP 275703	87.	UP 274226	121.	UP 274228
20.	UP 274278	54.	UP 275704	88.	UP 274233	122.	UP 274230
21.	UP 274280	55.	UP 275705	89.	UP 274234	123.	UP 274231
22.	UP 274281	56.	UP 275706	90.	UP 274170	124.	UP 274232
23.	UP 274282	57.	UP 275707	91.	UP 274172		
24.	UP 274283	58.	UP 275708	92.	UP 274173		
25.	UP 274284	59.	UP 275709	93.	UP 274175		
26.	UP 274290	60.	UP 275710	94.	UP 274177		
27.	UP 274291	61.	UP 275711	95.	UP 274180		
28.	UP 274294	62.	UP 275712	96.	UP 274184		
29.	UP 274279	63.	UP 275713	97.	UP 274185		
30.	UP 274235	64.	UP 274176	98.	UP 274187		
31.	UP 274239	65.	UP 274178	99.	UP 274188		
32.	UP 274242	66.	UP 275714	100.	UP 274189		
33.	UP 274243	67.	UP 274181	101.	UP 274192		
34.	UP 274244	68.	UP 274182	102.	UP 274193		

Equipment subject to Union Pacific Lease 2:

Two Hundred Twenty (220) 5127 c.f. covered hopper railcars bearing the following reporting marks and numbers:

No.	Reporting Marks and Numbers	No.	Reporting Marks and Numbers	No.	Reporting Marks and Numbers
1.	CTRN100767	37.	CTRN100804	73.	CTRN100841
2.	CTRN100768	38.	CTRN100805	74.	CTRN100842
3.	CTRN100769	39.	CTRN100806	75.	CTRN100845
4.	CTRN100770	40.	CTRN100807	76.	CTRN100846
5.	CTRN100771	41.	CTRN100808	77.	CTRN100847
6.	CTRN100773	42.	CTRN100809	78.	CTRN100848
7.	CTRN100774	43.	CTRN100810	79.	CTRN100850
8.	CTRN100775	44.	CTRN100811	80.	CTRN100851
9.	CTRN100776	45.	CTRN100812	81.	CTRN100852
10.	CTRN100777	46.	CTRN100813	82.	CTRN100853
11.	CTRN100778	47.	CTRN100814	83.	CTRN100854
12.	CTRN100779	48.	CTRN100815	84.	CTRN100855
13.	CTRN100780	49.	CTRN100816	85.	CTRN100856
14.	CTRN100781	50.	CTRN100817	86.	CTRN100857
15.	CTRN100782	51.	CTRN100818	87.	CTRN100858
16.	CTRN100783	52.	CTRN100820	88.	CTRN100859
17.	CTRN100784	53.	CTRN100821	89.	CTRN100860
18.	CTRN100785	54.	CTRN100822	90.	CTRN100862
19.	CTRN100786	55.	CTRN100823	91.	CTRN100863
20.	CTRN100787	56.	CTRN100824	92.	CTRN100864
21.	CTRN100788	57.	CTRN100825	93.	CTRN100865
22.	CTRN100789	58.	CTRN100826	94.	CTRN100866
23.	CTRN100790	59.	CTRN100827	95.	CTRN100867
24.	CTRN100791	60.	CTRN100828	96.	CTRN100868
25.	CTRN100792	61.	CTRN100829	97.	CTRN100869
26.	CTRN100793	62.	CTRN100830	98.	CTRN100870
27.	CTRN100794	63.	CTRN100831	99.	CTRN100871
28.	CTRN100795	64.	CTRN100832	100.	CTRN100872
29.	CTRN100796	65.	CTRN100833	101.	CTRN100873
30.	CTRN100797	66.	CTRN100834	102.	CTRN100874
31.	CTRN100798	67.	CTRN100835	103.	CTRN100875
32.	CTRN100799	68.	CTRN100836	104.	CTRN100876
33.	CTRN100800	69.	CTRN100837	105.	CTRN100877
34.	CTRN100801	70.	CTRN100838	106.	CTRN100878
35.	CTRN100802	71.	CTRN100839	107.	CTRN100879
36.	CTRN100803	72.	CTRN100840	108.	CTRN100881

No.	Reporting Marks and Numbers
109.	CTRN100882
110.	CTRN100884
111.	CTRN100885
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219.	CTRN100999
220.	CTRN101000

Schedule 2
(to Assignment and Assumption Agreement)

Operative Agreements; Lessees

(Seller has (or will obtain) and will deliver to Buyer an original or a copy of each item as indicated in brackets)

Lessee: Cemex, Inc.

Lease (the "Cemex Lease"):

1. Rail Equipment Net Leasing Agreement, dated as of December 9, 2008, as amended by that certain letter agreement dated August 28, 2009 by and between Seller and Cemex, Inc., by and among Midwest Railcar Corporation, as successor lessor, and Cemex, Inc., Cemex Construction Materials Florida, LLC, Cemex Construction Materials South, LLC, Cemex Construction Materials Atlantic, LLC, Cemex Construction Materials Pacific, LLC, as successor co-lessees (collectively, "Co-Lessees") *[copy]*
2. Schedule Number 004 dated June 2, 2009, between Cemex, Inc., as lessee, and Midwest Railcar Corporation, as lessor. *[original]*
3. Extension No. 1 to Schedule No. 004 dated October 25, 2013 and effective as of June 10, 2014 by and between Cemex, Inc., as lessee, and Midwest Railcar Corporation, as lessor. *[original]*

Other Operative Agreements for the Cemex Lease:

1. Personal Property Tax Limited Agency and Indemnification Agreement dated December 9, 2008 between Lessor and Co-Lessees. *[copy]*
2. Letter Agreement dated August 28, 2009, by and between Seller and Lessee. *[copy]*
3. Assistant Secretary's Certificate for Cemex, Inc. dated December 12, 2008. *[copy]*
4. Assistant Secretary's Certificate for Cemex Construction Materials Atlantic, LLC dated December 12, 2008. *[copy]*
5. Assistant Secretary's Certificate for Cemex Construction Materials Florida, LLC dated December 2008. *[copy]*
6. Assistant Secretary's Certificate for Cemex Construction Materials Pacific, LLC dated December 2008. *[copy]*
7. Assistant Secretary's Certificate for Cemex Construction Materials South, LLC dated December 2008. *[copy]*
8. Assistant Secretary's Certificate for RMC Pacific Materials, Inc. dated February 2009. *[copy]*
9. Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting with Resolutions of Board of Directors of Cemex Cement, Inc., dated March 2004. *[copy]*
10. Written Consent of the Sole General Partner with Resolutions of the Sole General Partner of Cemex Cement of Texas, L.P. dated March 2004. *[copy]*
11. Unanimous Written Consent of the Board of Directors in Lieu of Meeting with Resolutions of the Board of Directors of Cemex Pacific Coast Cement Corporation dated March 2004. *[copy]*
12. Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting with Resolutions of Board of Directors of Cemex California Cement LLC dated March 2004. *[copy]*
13. UCC Financing Statement number 09-111580 filed on June 10, 2009 with Caddo Parish LA Clerk of Court. *[copy]*
14. Memorandum of Lease Agreement Dated June 9, 2009, stamped filed with Surface Transportation Board under Recordation No. 27965. *[copy]*

Lessee: ECDC Environmental, LC

Lease (the "ECDC Lease 1"):

1. Equipment Lease dated as of March 17, 2004 by and between Midwest Railcar Corporation (as successor to Greenbrier Leasing Corporation), and ECDC Environmental LC, as lessee. *[copy]*
2. Rider 1 dated as of March 17, 2004 to Equipment Lease dated as of March 17, 2004 by and between Midwest Railcar Corporation (as successor to Greenbrier Leasing Corporation), and ECDC Environmental LC, as lessee. *[original]*
3. Amendment to Lease Rider effective December 1, 2010 by and between Midwest Railcar Corporation, as lessor, and ECDC Environmental LC, as lessee. *[original]*

Other Operative Agreements for the ECDC Lease 1:

1. Guaranty dated as of March 19, 2004 given by Allied Waste North America, Inc. *[copy]*
2. Assignment and Assumption of Obligations Under Guaranty and Amendment of Guaranty by Allied Waste North America, Inc., as assignor, and Republic Services, Inc., as assignee. *[copy]*
3. Certificate of Acceptance of Railcar Cars dated February 14, 2006 from ECDC Environmental LC, as lessee. *[copy]*
4. Memorandum of Lease Agreement for Rider No. 1 dated March 17, 2004, by and between Midwest Railcar Corporation (as successor to Greenbrier Leasing Corporation) and ECDC Environmental, LC, recorded with the Surface Transportation Board under recordation number 24960. *[copy]*

Lease (the "ECDC Lease 2"):

1. Equipment Lease dated as of March 17, 2004 by and between Midwest Railcar Corporation (as successor to Greenbrier Leasing Corporation), and ECDC Environmental LC, as lessee. *[copy]*
2. Rider No. 3 dated as of October 15, 2004 to Equipment Lease dated as of March 17, 2004 by and between Midwest Railcar Corporation (as successor to Greenbrier Leasing Corporation), as lessor, and ECDC Environmental LC, as lessee. *[original]*
3. Amendment to Lease Rider effective December 1, 2010 by and between Midwest Railcar Corporation, as lessor, and ECDC Environmental LC, as lessee. *[original]*

Other Operative Agreements for the ECDC Lease 2:

1. Guaranty dated as of March 19, 2004 given by Allied Waste North America, Inc. *[copy]*
2. Assignment and Assumption of Obligations Under Guaranty and Amendment of Guaranty by Allied Waste North America, Inc., as assignor, and Republic Services, Inc., as assignee. *[copy]*
3. Memorandum of Lease Agreement for Rider No. 3 dated October 15, 2004 by and between Midwest Railcar Corporation (as successor to Greenbrier Leasing Corporation) and ECDC Environmental, LC, recorded with the Surface Transportation Board under recordation number 24960-C. *[copy]*

Lessee: Imerys Perlite USA, Inc.

Lease (the "Imerys Perlite Lease"):

1. Railroad Equipment Lease dated June 2, 2005 by and between Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company, successor to The David J. Joseph Company), and Imerys Perlite USA, Inc. (f/k/a Harborlite Corporation, successor-by-assignment to World Minerals, Inc.), as lessee. *[original]*
2. Amendment No. 1 to Railroad Equipment Lease dated September 21, 2005 between Imerys Perlite USA, Inc. (f/k/a Harborlite Corporation, successor-by-assignment to World Minerals, Inc.), as lessee, and Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company, successor to The David J. Joseph Company). *[original]*
3. Amendment No. 2 to Railroad Equipment Lease dated June 28, 2006 between World Minerals Inc., Imerys Perlite USA, Inc. (f/k/a Harborlite Corporation), and Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company, successor to The David J. Joseph Company). *[original]*
4. Amendment No. 3 to Railroad Equipment Lease (Lease Extension) dated November 1, 2009 by and between Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company), as lessor, and Imerys Perlite USA, Inc. (f/k/a Harborlite Corporation), as lessee. *[original]*
5. Amendment No. 4 to Railroad Equipment Lease (Lease Extension) dated June 29, 2011 and effective November 1, 2011 by and between Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company), as lessor, and Imerys Perlite USA, Inc. (f/k/a Harborlite Corporation), as lessee. *[original]*
6. Amendment No. 5 to Railroad Equipment Lease (Name Change) dated September 5, 2014 by and between Midwest Railcar Corporation, as lessor, and Imerys Perlite USA, Inc., as lessee. *[copy]*

Other Operative Agreements for the Imerys Perlite Lease:

1. Lease Guaranty Agreement dated June 28, 2006 by World Minerals, Inc., guarantor in favor of Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company, successor to The David J. Joseph Company), as lessor and Harborlite Corporation, as lessee. *[original]*
2. Memorandum of Amendment No. 3 to Railroad Equipment Lease 11/1/09 by and between Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company) and Imerys Perlite USA, Inc. (f/k/a Harborlite Corporation), recorded with the Surface Transportation Board under recordation number 25895-E. *[original]*

Lessee: Marathon Petroleum Company LP

Lease (the "Marathon Lease"):

1. Railroad Equipment Lease dated November 6, 2006 by and between Midwest Railcar Corporation, as lessor (as successor to The David J. Joseph Company), and Marathon Petroleum Company LLC, as lessee. *[original]*
2. Amendment No. 1 to Railcar Equipment Lease (Lease Extension) dated October 29, 2012 between Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company), as lessor and Marathon Petroleum Company LP (as successor by conversion of Marathon Petroleum Company LLC), as lessee. *[original]*

Other Operative Agreements for the Marathon Lease:

1. Memorandum of Railroad Equipment Lease Agreement dated November 9, 2006 by and between Midwest Railcar Corporation, as lessor (as successor to The David J. Joseph Company), and Marathon Petroleum Company LLC, as lessee, recorded with the Surface Transportation Board under recordation number 26676. *[original]*
2. Memorandum of Amendment #1 to Railroad Equipment Lease (Lease Extension) dated November 1, 2012 by and between Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company) and Marathon Petroleum Company LP (as successor by conversion of Marathon Petroleum Company LLC), recorded with the Surface Transportation Board under recordation number 26676-D. *[original]*

Lessee: South Carolina Public Service Authority (a body corporate and politic of the State of South Carolina)

Lease (the "South Carolina Lease"):

1. Full Service Master Lease Agreement effective May 9, 2014 by and between Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company)as lessor, and South Carolina Public Service Authority, as lessee. *[copy]*
2. Schedule #1 dated May 9, 2014 between Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company), as lessor, and South Carolina Public Service Authority, as lessee. *[original]*

Other Operative Agreements for the South Carolina Lease:

1. Certificate of Acceptance Schedule #1 dated July 22, 2014. *[copy]*
2. Memorandum of Schedule #1 to Full Service Master Lease Agreement dated 5/9/14 by and between Midwest Railcar Corporation (as successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company) and South Carolina Public Service Authority, recorded with the Surface Transportation Board on June 11, 2014 under recordation number 31229. *[copy]*

Lessee: Union Pacific Railroad Company

Lease (the "Union Pacific Lease 1)":

1. Master Net Railcar Lease dated May 8, 2013 between Midwest Railcar Corporation (successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company), as lessor, and Union Pacific Railroad Company, as lessee. *[copy]*
2. Schedule #2 dated May 8, 2013 between Midwest Railcar Corporation (successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company), as lessor, and Union Pacific Railroad Company, as lessee. *[original]*

Other Operative Agreements for the Union Pacific Lease 1:

1. Certificate of Acceptance dated May 16, 2013 by Union Pacific Railroad Company. *[copy]*
2. Certificate of Acceptance dated May 23, 2013 by Union Pacific Railroad Company. *[copy]*
3. Certificate of Acceptance dated May 30, 2013 by Union Pacific Railroad Company. *[copy]*
4. Certificate of Acceptance dated June 6, 2013 by Union Pacific Railroad Company. *[copy]*
5. Certificate of Acceptance dated June 13, 2013 by Union Pacific Railroad Company. *[copy]*
6. Certificate of Acceptance dated June 20, 2013 by Union Pacific Railroad Company. *[copy]*
7. Certificate of Acceptance dated June 27, 2013 by Union Pacific Railroad Company. *[copy]*
8. Memorandum of Schedule #2 to Master Net Railcar Lease dated May 8, 2013 by and between Midwest Railcar Corporation (successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company) and Union Pacific Railroad Company, recorded with the Surface Transportation Board on May 15, 2013 under recordation number 30726. *[original]*

Lease (the "Union Pacific Lease 2"):

1. Master Net Railcar Lease dated May 8, 2013 between Midwest Railcar Corporation (successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company), as lessor, and Union Pacific Railroad Company, as lessee. *[copy]*
2. Schedule #4 dated December 16, 2013 between Midwest Railcar Corporation (successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company), as lessor, and Union Pacific Railroad Company, as lessee. *[copy]*

Other Operative Agreements for the Union Pacific Lease 2:

1. Schedule #4 Certificate of Acceptance dated February 3, 2014 by Union Pacific Railroad Company. *[copy]*
2. Memorandum of Schedule #4 to Master Net Railcar Lease dated 12/16/13 by and between Midwest Railcar Corporation (successor to Wells Fargo Equipment Finance, Inc. d/b/a Midwest Railcar Capital Equipment Company) and Union Pacific Railroad Company, recorded with the Surface Transportation Board on February 14, 2014 under recordation number 31084. *[copy]*

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: May 1, 2015

Edward M Luria

Edward M. Luria