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SURFACE TRANSPORTATION BOARD
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October 5, 2015

VIA E-FILING

Section Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for electronic filing and recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed copy of a Memorandum of Assignment of Lease (Schedule #5), dated as of September 29, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Schedule #5 to Master Net Railcar Lease previously filed with the Surface Transportation Board on March 4, 2014 under Recordation Number 31098, and to the other documents filed as secondary documents thereunder.

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

Assignor:	Midwest Railcar Corporation 4949 Autumn Oaks Drive Maryville, IL 62062
Assignee:	Redwood Rail, LLC 1431 Opus Place Suite 110 Downers Grove, IL 60615 Attn: Mark Brecht, President

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

One hundred ninety three (193) covered hopper railcars marked with the CTRN or NAHX road mark and bearing the road numbers set forth on Schedule 1 to the enclosed Memorandum.



Section Chief
October 5, 2015
Page Two

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

Memorandum of Assignment of Lease.

The required recordation fee of \$43.00 is being paid to the Surface Transportation Board by charge to our firm account.

Kindly return a file-stamped copy of the enclosed document and this letter to the undersigned.

Very truly yours,

DLA Piper LLP (US)

A handwritten signature in blue ink that reads 'Susan G. Lichtenfeld'.

Susan G. Lichtenfeld

SGL/rg

MEMORANDUM OF ASSIGNMENT OF LEASE
(Schedule #5)

THIS MEMORANDUM OF ASSIGNMENT OF LEASE (this “Memorandum”) dated as of this 29th day of September, 2015, is made by and between Midwest Railcar Corporation, an Illinois corporation (“Transferor”), and Redwood Rail, LLC, a Delaware limited liability company (“Transferee” and, together with Transferor, the “Parties”).

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Union Pacific Railroad Company (“Lessee”) is leasing the railcars identified on Schedule 1 attached hereto (the “Equipment”) from Transferor, as lessor, pursuant to that certain Schedule #5 dated as of December 16, 2013 (“Schedule #3”) to that certain Master Net Railcar Lease dated as of May 8, 2013, each between Transferor, as lessor, and Lessee, as lessee (collectively, the “Lease”).

WHEREAS, pursuant to a Purchase and Sale Agreement dated as of September 29, 2015 between Transferor and Transferee (the “Purchase Agreement”), Transferor agreed to sell the Equipment to Transferee and to assign to Transferee the rights and obligations of Transferor in, to and under the Lease arising after the date of such sale and assignment under the Purchase Agreement, and Transferee agreed to purchase the Equipment and agreed to such assignment under the Purchase Agreement.

WHEREAS, Transferor and Transferee acknowledge that, with respect to this Memorandum, the only lease schedule subject to the Master Lease being assigned to, and assumed by, Transferee is Schedule #3.

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment, and the respective interests therein of the Parties.

WHEREAS, this Memorandum may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the parties but all of which taken together shall constitute a single instrument.

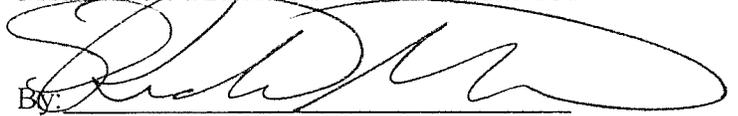
WHEREAS, in the event of any conflict between the provisions of this Memorandum and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

NOW, THEREFORE, the Parties agree to the foregoing recitals and agree that Transferee may, at its option and cost, file this Memorandum with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a).

[signatures appear on the following pages]

IN WITNESS WHEREOF, the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

MIDWEST RAILCAR CORPORATION



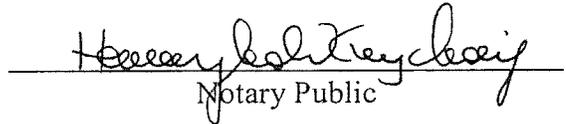
Richard M. Folio
Executive Vice President

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

On this 23rd day of September, 2015, before me, a Notary Public, personally appeared in the County and State aforesaid Richard M. Folio, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Midwest Railcar Corporation, an Illinois corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

HENRYKA W. GRYC CRAIG
NOTARY PUBLIC STATE OF MARYLAND
County of Baltimore
My Commission Expires ~~September 20, 2005~~


Notary Public

(SEAL) 7/8/18

IN WITNESS WHEREOF, the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Transferee by authority of its Board of Managers and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

REDWOOD RAIL, LLC

By:  _____
Mark Brecht
President

**SCHEDULE 1
TO THE MEMORANDUM OF ASSIGNMENT OF LEASE**

Description of Equipment

One hundred ninety-three (193) railcars bearing the following reporting marks and numbers:

| Reporting
Marks &
Numbers |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| CTRN100459 | CTRN100522 | CTRN100594 | CTRN100680 | CTRN100730 |
| CTRN100462 | CTRN100524 | CTRN100596 | CTRN100683 | CTRN100731 |
| CTRN100463 | CTRN100526 | CTRN100597 | CTRN100684 | CTRN100732 |
| CTRN100464 | CTRN100530 | CTRN100598 | CTRN100685 | CTRN100734 |
| CTRN100465 | CTRN100531 | CTRN100600 | CTRN100687 | CTRN100735 |
| CTRN100467 | CTRN100532 | CTRN100601 | CTRN100690 | CTRN100737 |
| CTRN100468 | CTRN100534 | CTRN100604 | CTRN100691 | CTRN100738 |
| CTRN100469 | CTRN100537 | CTRN100605 | CTRN100692 | CTRN100739 |
| CTRN100470 | CTRN100538 | CTRN100607 | CTRN100694 | CTRN100740 |
| CTRN100471 | CTRN100540 | CTRN100608 | CTRN100695 | CTRN100741 |
| CTRN100474 | CTRN100542 | CTRN100609 | CTRN100698 | CTRN100742 |
| CTRN100475 | CTRN100544 | CTRN100611 | CTRN100701 | CTRN100744 |
| CTRN100476 | CTRN100547 | CTRN100613 | CTRN100702 | CTRN100745 |
| CTRN100477 | CTRN100549 | CTRN100614 | CTRN100703 | CTRN100746 |
| CTRN100478 | CTRN100551 | CTRN100616 | CTRN100704 | CTRN100747 |
| CTRN100479 | CTRN100552 | CTRN100619 | CTRN100705 | CTRN100748 |
| CTRN100480 | CTRN100553 | CTRN100623 | CTRN100706 | CTRN100749 |
| CTRN100481 | CTRN100555 | CTRN100626 | CTRN100707 | CTRN100750 |
| CTRN100483 | CTRN100556 | CTRN100628 | CTRN100708 | CTRN100751 |
| CTRN100487 | CTRN100558 | CTRN100631 | CTRN100709 | CTRN100752 |
| CTRN100489 | CTRN100561 | CTRN100633 | CTRN100710 | CTRN100753 |
| CTRN100492 | CTRN100562 | CTRN100637 | CTRN100711 | CTRN100754 |
| CTRN100493 | CTRN100563 | CTRN100639 | CTRN100712 | CTRN100755 |
| CTRN100494 | CTRN100564 | CTRN100640 | CTRN100713 | CTRN100756 |
| CTRN100495 | CTRN100568 | CTRN100643 | CTRN100714 | CTRN100757 |
| CTRN100497 | CTRN100571 | CTRN100650 | CTRN100715 | CTRN100758 |
| CTRN100498 | CTRN100573 | CTRN100651 | CTRN100716 | CTRN100759 |
| CTRN100500 | CTRN100576 | CTRN100652 | CTRN100717 | CTRN100760 |
| CTRN100503 | CTRN100577 | CTRN100656 | CTRN100718 | CTRN100761 |
| CTRN100505 | CTRN100579 | CTRN100657 | CTRN100719 | CTRN100762 |
| CTRN100506 | CTRN100581 | CTRN100659 | CTRN100720 | CTRN100763 |
| CTRN100507 | CTRN100582 | CTRN100664 | CTRN100721 | CTRN100764 |

| Reporting Marks & Numbers |
|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| CTRN100509 | CTRN100583 | CTRN100665 | CTRN100722 | CTRN100765 |
| CTRN100511 | CTRN100584 | CTRN100666 | CTRN100724 | CTRN100766 |
| CTRN100512 | CTRN100585 | CTRN100667 | CTRN100725 | NAHX100207 |
| CTRN100517 | CTRN100586 | CTRN100669 | CTRN100726 | NAHX100346 |
| CTRN100518 | CTRN100587 | CTRN100671 | CTRN100727 | NAHX100407 |
| CTRN100520 | CTRN100591 | CTRN100672 | CTRN100728 | |
| CTRN100521 | CTRN100592 | CTRN100679 | CTRN100729 | |

CTRN100472 and CTRN100645 were casualtyed and removed from Schedule #5.