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August 5, 2016

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 (Rider No. 3), dated as of July 14, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 31114.

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

Seller: Macquarie Equipment Leasing Fund, LLC
225 Franklin Street, Suite 1700
Boston, Massachusetts 02110

Buyer: Browner Turnout Co.
7160 S. 29th Street, Suite 3
Lincoln, NE 68516

Chief, Section of Administration
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A description of the railroad equipment covered by the enclosed document is:

45 flatcars: PEYX 000500 – PEYX 000506 (formerly GIMX 000500 – GIMX 000506) and within the series PEYX 000303 – PEYX 000360 (formerly GIMX 000303 – GIMX 000360) 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:

Assignment and Assumption Agreement (Rider No. 3).

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/bhs
Enclosures

ASSIGNMENT AND ASSUMPTION AGREEMENT (RIDER 3)

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of July 14, 2016 (this "Agreement"), is between Macquarie Equipment Leasing Fund, LLC, a Delaware limited liability company (the "Seller"), and Browner Turnout Co., a Nebraska corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of July 14, 2016 (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. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **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 under the Lease (including the rider referenced in the definition thereof and, solely as it pertains to the rider, the Master Lease) (collectively, the "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.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements with respect to matters which arise from or are related to any event or circumstance occurring or in existence on or after the Closing Date. Effective on and after the Closing Date, 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.

4. **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: the equipment described in Schedule 1 to this Agreement together with every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller on the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Lease: Rider No. 3 dated March 21, 2014 between Seller and Lessee, which Lease incorporates by reference the terms of the Master Lease.

Lessee: Vestas-American Wind Technology, Inc.

Master Lease: Car Leasing Agreement No. 3966-97 dated August 12, 2003 between Seller, as assignee and Lessee.

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.

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

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. Recordation. The Seller or the Buyer may record this Agreement with the Surface Transportation Board or the Registrar General of Canada, as applicable, to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease as contemplated herein.

[Remainder of this page left blank intentionally.]

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

**MACQUARIE EQUIPMENT LEASING FUND,
LLC**

By: **MACQUARIE ASSET MANAGEMENT,
INC., its Manager**

By: Thomas O'Neill
Thomas O'Neill
Title: Director and Vice President

BROWNER TURNOUT CO.

By: [Signature]
Name: R. Robert Turner
Title: PRESIDENT

State of Massachusetts)
)
County of Suffolk)

On this, the 14th day of July, 2016, before me, a Notary Public in and for said County and State, personally appeared Thomas O'Neill, the Director and Vice President of Macquarie Asset Management Inc., the Manager of Macquarie Equipment Leasing Fund, LLC, who acknowledged himself to be a duly authorized officer of Macquarie Asset Management Inc., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

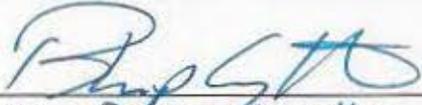
Name: Jennifer Shalala
Notary Public
My Commission Expires: April 4, 2019
Residing in: Boston, MA

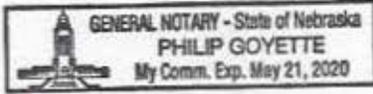


State of Nebraska)
City of Lincoln)

On this, the 21st day of July, 2016, before me, a Notary Public in and for said County and State, personally appeared R. Robert Butler, a President of Browner Turnout Co., who acknowledged himself to be a duly authorized officer of Browner Turnout Co., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name: Philip Goyette
Notary Public
My Commission Expires: 5-21-20
Residing in: Lincoln, NE



SCHEDULE 1

Count	Old Mark	New Mark
1	GIMX000303	PEYX000303
2	GIMX000306	PEYX000306
3	GIMX000307	PEYX000307
4	GIMX000308	PEYX000308
5	GIMX000316	PEYX000316
6	GIMX000326	PEYX000326
7	GIMX000327	PEYX000327
8	GIMX000328	PEYX000328
9	GIMX000329	PEYX000329
10	GIMX000330	PEYX000330
11	GIMX000331	PEYX000331
12	GIMX000332	PEYX000332
13	GIMX000333	PEYX000333
14	GIMX000334	PEYX000334
15	GIMX000335	PEYX000335
16	GIMX000336	PEYX000336
17	GIMX000337	PEYX000337
18	GIMX000338	PEYX000338
19	GIMX000339	PEYX000339
20	GIMX000340	PEYX000340
21	GIMX000341	PEYX000341
22	GIMX000342	PEYX000342
23	GIMX000343	PEYX000343
24	GIMX000344	PEYX000344
25	GIMX000345	PEYX000345
26	GIMX000346	PEYX000346
27	GIMX000347	PEYX000347
28	GIMX000350	PEYX000350
29	GIMX000351	PEYX000351
30	GIMX000352	PEYX000352
31	GIMX000353	PEYX000353
32	GIMX000354	PEYX000354
33	GIMX000355	PEYX000355
34	GIMX000356	PEYX000356
35	GIMX000357	PEYX000357
36	GIMX000358	PEYX000358
37	GIMX000359	PEYX000359
38	GIMX000360	PEYX000360
39	GIMX000500	PEYX000500
40	GIMX000501	PEYX000501
41	GIMX000502	PEYX000502
42	GIMX000503	PEYX000503
43	GIMX000504	PEYX000504
44	GIMX000505	PEYX000505
45	GIMX000506	PEYX000506

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: August 5, 2016

Edward M Luria

Edward M. Luria