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OF COUNSEL  
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April 25, 2012

RECORDATION NO 30190 FILED  
April 25, 2012 11:45 AM  
SURFACE TRANSPORTATION BOARD

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 April 24, 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:

Seller/Assignor: General Electric Railcar Services Corporation  
161 North Clark Street, 7th Floor  
Chicago, IL 60601

Buyer/Assignee: Macquarie Equipment Leasing Fund, LLC  
225 Franklin Street, Suite 1700  
Boston, MA 02110

Chief  
Section of Administration  
April 25, 2012  
Page Two

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

169 railcars: RCLX 90157 and within the series PEYX 89134 – PEYX 903128 as more particularly set forth in the attachment to the document.

A short summary of the schedule to appear in the index follows:

Assignment and Assumption 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,

A handwritten signature in black ink, appearing to read 'E. M. Luria', with a stylized, cursive script.

Edward M. Luria

EML/sem  
Enclosures

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of April 24, 2012 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Macquarie Equipment Leasing Fund, 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 April 24, 2012 (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. 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. The Seller is released of all obligations accruing under the Operative Agreements.

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. 1 dated August 12, 2003 (as supplemented, amended and renewed to date) between Seller and Lessee, as the same was (a) amended and renewed by that certain Rider No. 1 Renewal No. 1 between Seller and Lessee executed by Lessee on January 2, 2004, which was amended by that certain letter amendment dated April 8, 2004 between Seller and Lessee; (b) amended and renewed by that certain Rider No. 1 Renewal No. 2 between Seller and Lessee executed by Lessee on November 22, 2004, as amended by that certain letter agreement dated March 3, 2005 between Seller and Lessee; (c) amended and renewed by that certain Rider No. 1 Renewal No. 3 executed by Lessee on December 1, 2005; (d) amended and renewed by that certain Rider No. 1 Renewal No. 4 dated September 14, 2006 between Seller and Lessee, which was amended by that certain Amendment No. 1 to Rider No. 1 Renewal No. 4 dated as of March 30, 2007 between Seller and Lessee; (e) amended and renewed by that certain Rider No. 1 Renewal No. 5 dated January 9, 2009 between Seller and Lessee; and (f) amended and renewed by that certain Rider No. 1 Renewal No. 6 dated September 24, 2010 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 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.

**GENERAL ELECTRIC RAILCAR SERVICES CORPORATION**

By:   
Name: Daniel Wallace  
Title: Vice President

**MACQUARIE EQUIPMENT LEASING FUND, LLC**

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

By: \_\_\_\_\_  
Name:  
Title:

R.02A 1

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

**GENERAL ELECTRIC RAILCAR SERVICES CORPORATION**

By: \_\_\_\_\_  
Name: Daniel Wallace  
Title: Vice President

**MACQUARIE EQUIPMENT LEASING FUND, LLC**

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

By: Tamara Neri  
Name: Tamara Neri  
Title: Director, Vice President

State of Illinois )  
 )  
County of Cook )

On this, the \_\_\_\_\_ day of APRIL, 2012, before me, a Notary Public in and for said County and State, personally appeared Daniel Wallace, a Senior Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, 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.

Kathy Zaczynski  
Name: Kathy Zaczynski  
Notary Public

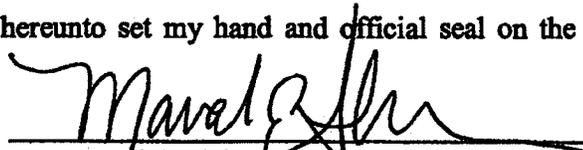
My Commission Expires: 07/12/14  
Residing in: COOK



State of Massachusetts )  
 )  
City of Boston )

On this, the 20<sup>th</sup> day of April, 2012, before me, a Notary Public in and for said County and State, personally appeared Tom O'Neill, a 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: Mariah Elaine Slocum  
Notary Public

My Commission Expires: March 3, 2017  
Residing in: Beverly, Massachusetts



**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, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Macquarie Equipment Leasing Fund, LLC ("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 April \_\_, 2012, between Seller and Buyer, and the Assignment and Assumption Agreement, dated April \_\_, 2012, between Seller and Buyer.

**GENERAL ELECTRIC RAILCAR  
SERVICES CORPORATION**

By: \_\_\_\_\_

Name: Daniel Wallace

Title: Vice President

Date: \_\_\_\_\_

# SCHEDULE 1

## to ASSIGNMENT AND ASSUMPTION AGREEMENT

### Equipment List

Unit Count	Car Mark	Car Number									
1	PEYX	90034	44	PEYX	90219	87	PEYX	105592	130	PEYX	105640
2	PEYX	90035	45	PEYX	90222	88	PEYX	105593	131	PEYX	105641
3	PEYX	90036	46	PEYX	90228	89	PEYX	105594	132	PEYX	105642
4	PEYX	90041	47	PEYX	90229	90	PEYX	105595	133	PEYX	105643
5	PEYX	90044	48	PEYX	90230	91	PEYX	105596	134	PEYX	105644
6	PEYX	90049	49	PEYX	90233	92	PEYX	105597	135	PEYX	105646
7	PEYX	90053	50	PEYX	90234	93	PEYX	105598	136	PEYX	105647
8	PEYX	90054	51	PEYX	89134	94	PEYX	105599	137	PEYX	105648
9	PEYX	90055	52	PEYX	902121	95	PEYX	105600	138	PEYX	105650
10	PEYX	90056	53	PEYX	903128	96	PEYX	105601	139	PEYX	105651
11	PEYX	90057	54	PEYX	105554	97	PEYX	105603	140	PEYX	105652
12	PEYX	90060	55	PEYX	105555	98	PEYX	105604	141	PEYX	105653
13	PEYX	90069	56	PEYX	105556	99	PEYX	105605	142	PEYX	105654
14	PEYX	90070	57	PEYX	105557	100	PEYX	105606	143	PEYX	105655
15	PEYX	90074	58	PEYX	105558	101	PEYX	105607	144	PEYX	105656
16	PEYX	90077	59	PEYX	105560	102	PEYX	105609	145	PEYX	105657
17	PEYX	90083	60	PEYX	105561	103	PEYX	105610	146	PEYX	105658
18	PEYX	90086	61	PEYX	105562	104	PEYX	105611	147	PEYX	105659
19	PEYX	90089	62	PEYX	105563	105	PEYX	105552	148	PEYX	105660
20	PEYX	90090	63	PEYX	105564	106	PEYX	105612	149	PEYX	105661
21	PEYX	90135	64	PEYX	105565	107	PEYX	105613	150	PEYX	105662
22	PEYX	190117	65	PEYX	105566	108	PEYX	105614	151	PEYX	105663
23	PEYX	90137	66	PEYX	105567	109	PEYX	105615	152	PEYX	105664
24	PEYX	90140	67	PEYX	105568	110	PEYX	105616	153	PEYX	105665
25	PEYX	90142	68	PEYX	105569	111	PEYX	105617	154	PEYX	105666
26	PEYX	90144	69	PEYX	105571	112	PEYX	105619	155	PEYX	105668
27	PEYX	90145	70	PEYX	105572	113	PEYX	105620	156	PEYX	105669
28	PEYX	90157	71	PEYX	105573	114	PEYX	105621	157	PEYX	105670
29	PEYX	90158	72	PEYX	105574	115	PEYX	105622	158	PEYX	105671
30	PEYX	90161	73	PEYX	105575	116	PEYX	105623	159	PEYX	105673
31	PEYX	90162	74	PEYX	105576	117	PEYX	105625	160	PEYX	105589
32	PEYX	90165	75	PEYX	105577	118	PEYX	105627	161	PEYX	105683
33	PEYX	90167	76	PEYX	105578	119	PEYX	105629	162	PEYX	105689
34	PEYX	90178	77	PEYX	105579	120	PEYX	105630	163	PEYX	105691
35	PEYX	90181	78	PEYX	105581	121	PEYX	105631	164	PEYX	105692
36	PEYX	90184	79	PEYX	105582	122	PEYX	105632	165	PEYX	105693
37	PEYX	90185	80	PEYX	105583	123	PEYX	105633	166	PEYX	105695
38	PEYX	90189	81	PEYX	105585	124	PEYX	105634	167	PEYX	105570
39	PEYX	90191	82	PEYX	105586	125	PEYX	105635	168	PEYX	105674
40	PEYX	90203	83	PEYX	105587	126	PEYX	105636	169	RCLX	90157
41	PEYX	90204	84	PEYX	105588	127	PEYX	105637			
42	PEYX	90214	85	PEYX	105553	128	PEYX	105638			
43	PEYX	90216	86	PEYX	105590	129	PEYX	105639			

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: 4/25/12

Edward M. Luria  
Edward M. Luria