

ALVORD AND ALVORD PLLC  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.

20036

PHONE: (202) 393-2266

FAX: 1-855-600-2836

E-MAIL: [alvord@alvordlaw.com](mailto:alvord@alvordlaw.com)

WEBSITE: [www.alvordlaw.com](http://www.alvordlaw.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

March 20, 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 a Memorandum of Assignment and Assumption Agreement, dated March 20, 2015, 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 30735.

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

Assignor: Progress Rail Leasing Corporation  
1600 Progress Drive  
Albertville, AL 35950

Assignee: CIT Rail LLC  
30 South Wacker Drive, Suite 2900  
Chicago, IL 60606

[Lessee: Invista S.A.R.L.  
4600 US Highway 421 N  
Wilmington, NC 28401]

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

1 locomotive: PRLX 2001.

Section Chief  
March 20, 2015  
Page 2

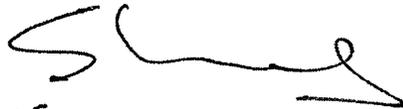
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

**MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of March 20, 2015 (this "Memorandum of Assignment"), is between PROGRESS RAIL LEASING CORPORATION, a Delaware corporation ("Assignor"), as assignor, and CIT RAIL LLC, a Delaware limited liability company ("Assignee"), as assignee.

|                                    |  |
|------------------------------------|--|
| "Lease":                           | Master Locomotive Lease Agreement (Full Service) dated as of April 24, 2013, as supplemented by that certain Schedule 1 dated as of April 24, 2013, as amended by that certain Agreement and First Amendment to Schedule 1 dated as of October 6, 2014 |
| "Lessee":                          | INVISTA S.a.r.l.   |
| "Locomotive":                      | PRLX 2001  |
| STB Filing of Memorandum of Lease: | Recordation Number 30735 filed May 23, 2013  |

Pursuant to the Lease, Assignor leased the Locomotive to Lessee, and recorded a Memorandum of Lease with the Surface Transportation Board, with the date and filing information shown above as evidence thereof.

Assignor has assigned and transferred to Assignee its rights and obligations in the Lease as of the date hereof, and Assignee has accepted and assumed the same, all pursuant to and on the terms and conditions of an Assignment and Assumption Agreement between Assignor and Assignee of even date herewith (the "Assignment and Assumption Agreement"). Assignor and Assignee are recording this Memorandum of Assignment to show for public record the existence of these agreements and their respective interests therein. Nothing herein is intended to or shall be deemed to supersede the terms of the Assignment and Assumption Agreement, which shall control over any conflict or perceived conflict between its terms and the terms hereof.

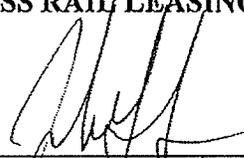
This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment and Assumption Agreement to be executed by its duly authorized officer as of the date first written above.

I certify that I hold the title set forth below, that this instrument was signed on behalf of PROGRESS RAIL LEASING CORPORATION by authority of its governing body or organizational documents and that I acknowledge that the execution of the foregoing instrument was the free act and deed of PROGRESS RAIL LEASING CORPORATION. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

**PROGRESS RAIL LEASING CORPORATION**

By:   
Name: John G Newman  
Title: V.P.

I certify that I hold the title set forth below, that this instrument was signed on behalf of CIT Rail LLC by authority of its governing body or organizational documents and that I acknowledge that the execution of the foregoing instrument was the free act and deed of CIT RAIL LLC. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

**CIT RAIL LLC**

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



IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment and Assumption Agreement to be executed by its duly authorized officer as of the date first written above.

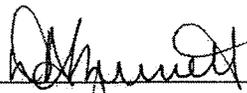
I certify that I hold the title set forth below, that this instrument was signed on behalf of PROGRESS RAIL LEASING CORPORATION by authority of its governing body or organizational documents and that I acknowledge that the execution of the foregoing instrument was the free act and deed of PROGRESS RAIL LEASING CORPORATION. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

**PROGRESS RAIL LEASING CORPORATION**

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

I certify that I hold the title set forth below, that this instrument was signed on behalf of CIT Rail LLC by authority of its governing body or organizational documents and that I acknowledge that the execution of the foregoing instrument was the free act and deed of CIT RAIL LLC. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

**CIT RAIL LLC**

By:  \_\_\_\_\_  
Name: Daniel Burnett  
Title: Director

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: 3/20/15

Edward M Luria  
Edward M. Luria