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OF COUNSEL
URBAN A. LESTER

September 30, 2002

RECORDATION NO. 24138 FILED

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

SEP 30 '02 3:49 PM

SURFACE TRANSPORTATION BOARD

Re: Midwest Grain Products, Inc., Lessee

Dear Mr. Williams:

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 27, 2002, 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:	General Electric Railcar Services Corporation 33 West Monroe Street Chicago, Illinois 60603
Buyer:	C. I. T. Leasing Corporation 1211 Avenue of the Americas New York, New York 10036

Mr. Vernon A. Williams
September 30, 2002
Page 2

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

66 tank railcars within the series NAHX 38355 - NAHX 38507 as specifically set forth on Schedule 1 attached to the document.

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

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$30.00 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,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 24138 FILED

SEP 30 '02 3:49 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Midwest Grain Products, Inc.)

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 27, 2002 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and C.I.T. Leasing Corporation, a Delaware corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of September 27, 2002 (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 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, in respect of the period on and after the Closing Date, 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, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.
4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the respective meanings set forth below whenever used in this

SF #690307 v1

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 units of equipment listed on Schedule 1 hereto.

Lease: Rider No. 14 to Car Leasing Agreement No. 5703-07, dated May 26, 1994, between the Seller and the Lessee (incorporating Car Leasing Agreement No. 5703-07, dated March 19, 1985, between the Seller and the Lessee, as amended by Amendment No. 1 to Car Leasing Agreement No. 5703-07, dated May 27, 1994, between the Seller and the Lessee).

Lessee: Midwest Grain Products, Inc., f/k/a/ Midwest Solvents Company, Inc.

Operative Agreements: the 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.

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 10.5 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. **Counterpart:** 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 New York, without giving effect to its conflict of law rules (other than Section 5-1401 of the New York General Obligations Law).

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 and the Buyer agree to 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.

[Remainder of Page Intentionally Left Blank]

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

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: Barry J. Nohe
Name: Barry J. Nohe
Title: Vice President

C.I.T. LEASING CORPORATION

By: _____
Name: _____
Title: _____

Assignment and Assumption Agreement
(Midwest Grain Products, Inc.)

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

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: _____
Name: _____
Title: _____

C.I.T. LEASING CORPORATION

By: Nancy A. Nardella
Name: NANCY A. NARDELLA
Title: Vice President

Assignment and Assumption Agreement
(Midwest Grain Products, Inc.)

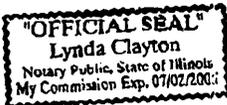
State of Illinois)
County of Cook }

On this, the 26th day of September, 2002, before me, a Notary Public in and for said County and State, personally appeared Barry T. Nohally, a 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.

Name: Lynda Clayton
Notary Public

My Commission Expires: 07/02/2005
Residing in: Chicago, IL



Assignment and Assumption Agreement
(Midwest Grain Products, Inc.)

State of New York)
)
County of New York)

On this, the 27th day September, 2002, before me, a Notary Public in and for said County and State, personally appeared NANCY MARDELLA VP of C.I.T. Leasing Corporation, who acknowledged himself to be a duly authorized officer of C.I.T. Leasing 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.

Barbara J. [Signature]
Name: _____ Notary Public, State of New York
No. 011545085133
Notary Public Qualified in Nassau County
Certificate filed in New York County
Commission Expires Sept. 30, 2006
My Commission Expires: _____
Residing in: Nassau County

Assignment and Assumption Agreement
(Midwest Grain Products, Inc.)

**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 C.I.T. Leasing Corporation ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto (the "Equipment"), subject to the terms and conditions of the Purchase Agreement, dated as of September __, 2002 (the "Purchase Agreement"), between Seller and Buyer, and the Assignment and Assumption Agreement, dated September __, 2002 (the "Assignment"), between Seller and Buyer.

Seller represents and warrants to Buyer that at the time of delivery of the Equipment, Seller had legal title thereto and good and lawful right to sell the Equipment, and the Equipment was free and clear of all Liens (as defined in the Purchase Agreement), by, through or under Seller, other than those Liens that the Lessee (as defined in the Assignment) is permitted to have or is obligated under the Lease (as defined in the Assignment) to remove.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

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**Schedule 1
to
Assignment and Assumption Agreement
(units of Equipment)**

14 030694 JS

Schedule 1

Lessee	AAR Reporting Mark	Description
MIDWEST GRAIN PRODUCTS	NATX 38355	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38356	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38357	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38359	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38365	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38366	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38367	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38369	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38371	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38375	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38378	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38383	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38387	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38389	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38391	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38392	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38394	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38395	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38398	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38400	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38403	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38405	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38408	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38409	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38410	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38412	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38418	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38421	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38422	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38423	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38425	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38426	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38428	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38429	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38430	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38432	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38438	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38440	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38443	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38448	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38451	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38457	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38460	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38461	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38463	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38464	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38467	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38469	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38471	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38473	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38474	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38477	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38478	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38480	Tank Car

SF #690560 v2

Schedule 1

Lessee	AAR Reporting Mark	Description
MIDWEST GRAIN PRODUCTS	NATX 38484	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38490	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38491	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38492	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38494	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38495	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38498	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38501	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38504	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38505	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38506	Tank Car
MIDWEST GRAIN PRODUCTS	NATX 38507	Tank Car

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 of an Assignment and Assumption Agreement with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: September 30, 2002

Edward M. Luria

Edward M. Luria