

RECORDATION NO 30160-A

FILED

September 28, 2012 03:20 PM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

September 28, 2012

Chief of the 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 September 28, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Railcar Lease previously filed with the Board under Recordation Number 30160.

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

Assignor: The CIT Group/Equipment Financing, Inc.
1 CIT Drive
Livingston, NJ 07039

Assignee: The CIT Group/Corporate Aviation, Inc..
1 CIT Drive
Livingston, NJ 07039

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

All railcars covered by the lease filed under Recordation Number 30160.

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 \$42.00 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/sem
Enclosures

September 28, 2012 03:20 PM
ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of September 28, 2012 by and between The CIT Group/Equipment Financing, Inc., a Delaware corporation ("Assignor") and The CIT Group/Corporate Aviation, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Carbo Ceramics, Inc. (the "Lessee") are parties to that certain Master Railcar Lease, dated as of April 17, 2006 (the "Master"), as supplemented by that certain Schedule No. 10, dated as of May 10, 2011, a memorandum of which was assigned STB recordation number 30160 (the "Schedule" and such Schedule, incorporating the terms of the Master, being hereinafter referred to as the "Lease").

WHEREAS, the parties hereto desire to enter into this Assignment to facilitate the assignment by Assignor of its right, title, interest and obligations in, to and under the Lease and all proceeds thereof to Assignee.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title, interest and obligations in, to and under the Lease and all proceeds thereof. Assignee hereby accepts the foregoing assignment and assumes such obligations.
2. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. Successors and Assigns. The terms of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.
4. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of New York.
5. Further Assurances. Each party agrees that from time to time after the date hereof it shall execute and deliver, or cause to be executed and delivered, such instruments, documents and papers, and take all such further action, as may be reasonably required in order to consummate more effectively the purposes of this Assignment and to implement the transactions contemplated hereby.

[The remainder of this page is intentionally left blank.]

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: 9/28/12

Edward M Luria
Edward M. Luria