

RECORDATION NO 30571  
FILED  
December 21, 2012 03:30 PM

ALVORD AND ALVORD SURFACE TRANSPORTATION BOARD  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

December 21, 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 Agreement, dated as of December 21, 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:

Assignor: The CIT Group/Equipment Financing, Inc.  
30 South Wacker Drive, Suite 2900  
Chicago, IL 60606

Assignee: The CIT Group/Corporate Aviation, Inc.  
30 South Wacker Drive, Suite 2900  
Chicago, IL 60606

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

129 railcars: NS 471320 – NS 471449 (excluding NS471410).

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

Assignment 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

ASSIGNMENT AGREEMENT December 21, 2012 03:30 PM

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of December 21, 2012 by 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 Norfolk Southern Railroad Company (the "Lessee") are parties to that certain Master Railcar Lease, dated as of October 8, 1998, as amended by Amendment No. 1 dated as of January 26, 2009 (the "Master"), as supplemented by that certain Full Service Schedule No. 24 dated as of May 3, 2011, (as amended, modified, supplemented or extended from time to time, the "Schedule") and such Schedule, incorporating the terms of the Master, being hereinafter referred to as the "Lease"), relating to the lease of the cars identified in Schedule 1 attached hereto.

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.
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.]





### Schedule 1

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Count	Initial	Number	40	NS	471359	80	NS	471399
1	NS	471320	41	NS	471360	81	NS	471400
2	NS	471321	42	NS	471361	82	NS	471401
3	NS	471322	43	NS	471362	83	NS	471402
4	NS	471323	44	NS	471363	84	NS	471403
5	NS	471324	45	NS	471364	85	NS	471404
6	NS	471325	46	NS	471365	86	NS	471405
7	NS	471326	47	NS	471366	87	NS	471406
8	NS	471327	48	NS	471367	88	NS	471407
9	NS	471328	49	NS	471368	89	NS	471408
10	NS	471329	50	NS	471369	90	NS	471409
11	NS	471330	51	NS	471370	91	NS	471411
12	NS	471331	52	NS	471371	92	NS	471412
13	NS	471332	53	NS	471372	93	NS	471413
14	NS	471333	54	NS	471373	94	NS	471414
15	NS	471334	55	NS	471374	95	NS	471415
16	NS	471335	56	NS	471375	96	NS	471416
17	NS	471336	57	NS	471376	97	NS	471417
18	NS	471337	58	NS	471377	98	NS	471418
19	NS	471338	59	NS	471378	99	NS	471419
20	NS	471339	60	NS	471379	100	NS	471420
21	NS	471340	61	NS	471380	101	NS	471421
22	NS	471341	62	NS	471381	102	NS	471422
23	NS	471342	63	NS	471382	103	NS	471423
24	NS	471343	64	NS	471383	104	NS	471424
25	NS	471344	65	NS	471384	105	NS	471425
26	NS	471345	66	NS	471385	106	NS	471426
27	NS	471346	67	NS	471386	107	NS	471427
28	NS	471347	68	NS	471387	108	NS	471428
29	NS	471348	69	NS	471388	109	NS	471429
30	NS	471349	70	NS	471389	110	NS	471430
31	NS	471350	71	NS	471390	111	NS	471431
32	NS	471351	72	NS	471391	112	NS	471432
33	NS	471352	73	NS	471392	113	NS	471433
34	NS	471353	74	NS	471393	114	NS	471434
35	NS	471354	75	NS	471394	115	NS	471435
36	NS	471355	76	NS	471395	116	NS	471436
37	NS	471356	77	NS	471396	117	NS	471437
38	NS	471357	78	NS	471397	118	NS	471438
39	NS	471358	79	NS	471398	119	NS	471439

120	NS	471440	124	NS	471444	128	NS	471448
121	NS	471441	125	NS	471445	129	NS	471449
122	NS	471442	126	NS	471446			
123	NS	471443	127	NS	471447			

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: 12/21/12

Edward M Luria  
Edward M. Luria