

RECORDATION NO. 24574-I
FILED December 17, 2012 09:30 AM
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

December 17, 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 14, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Railcar Lease previously filed with the Board under Recordation Number 24574-E and 24574-F.

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:

101 railcars within the series CEFX 75656 – CEFX 75697 and CEFX 77045 – CEFX 77132 as more particularly set forth in the attachment to the document.

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,

A handwritten signature in black ink, appearing to read "Edward M. Luria". The signature is fluid and cursive, with a large initial "E" and "L".

Edward M. Luria

EML/sem
Enclosures

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of December 14, 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 Horizon Milling, LLC (the "Lessee") are parties to that certain Master Railcar Lease, dated as of July 15, 2003 (the "Master"), as supplemented by that certain Schedule No. 06, dated as of March 28, 2002 (as amended, modified, supplemented or extended from time to time, "Schedule No. 06"), a memorandum of which was assigned STB recordation number 24574E.

WHEREAS, Assignor and Lessee are parties to the Master, as supplemented by that certain Schedule No. 07, dated as of March 28, 2002 (as amended, modified, supplemented or extended from time to time, "Schedule No. 07"), a memorandum of which was assigned STB recordation number 24574F.

WHEREAS, Assignor and Lessee are parties to the Master, as supplemented by that certain Schedule No. 09, dated as of September 25, 2007 (as amended, modified, supplemented or extended from time to time, "Schedule No. 09" and such Schedule No. 06, Schedule No. 07 and Schedule No. 09 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.
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.]

EXHIBIT A

1	CEFX	75656	43	CEFX	77048	85	CEFX	77102
2	CEFX	75657	44	CEFX	77049	86	CEFX	77103
3	CEFX	75659	45	CEFX	77050	87	CEFX	77104
4	CEFX	75661	46	CEFX	77051	88	CEFX	77105
5	CEFX	75662	47	CEFX	77052	89	CEFX	77106
6	CEFX	75663	48	CEFX	77053	90	CEFX	77107
7	CEFX	75664	49	CEFX	77054	91	CEFX	77108
8	CEFX	75665	50	CEFX	77055	92	CEFX	77109
9	CEFX	75666	51	CEFX	77056	93	CEFX	77110
10	CEFX	75668	52	CEFX	77057	94	CEFX	77111
11	CEFX	75669	53	CEFX	77058	95	CEFX	77112
12	CEFX	75670	54	CEFX	77059	96	CEFX	77127
13	CEFX	75671	55	CEFX	77060	97	CEFX	77128
14	CEFX	75672	56	CEFX	77061	98	CEFX	77129
15	CEFX	75673	57	CEFX	77062	99	CEFX	77130
16	CEFX	75674	58	CEFX	77073	100	CEFX	77131
17	CEFX	75675	59	CEFX	77074	101	CEFX	77132
18	CEFX	75676	60	CEFX	77075			
19	CEFX	75677	61	CEFX	77076			
20	CEFX	75678	62	CEFX	77077			
21	CEFX	75679	63	CEFX	77078			
22	CEFX	75680	64	CEFX	77079			
23	CEFX	75681	65	CEFX	77080			
24	CEFX	75682	66	CEFX	77081			
25	CEFX	75683	67	CEFX	77082			
26	CEFX	75684	68	CEFX	77083			
27	CEFX	75685	69	CEFX	77084			
28	CEFX	75686	70	CEFX	77085			
29	CEFX	75687	71	CEFX	77086			
30	CEFX	75688	72	CEFX	77087			
31	CEFX	75689	73	CEFX	77088			
32	CEFX	75690	74	CEFX	77089			
33	CEFX	75691	75	CEFX	77090			
34	CEFX	75692	76	CEFX	77093			
35	CEFX	75693	77	CEFX	77094			
36	CEFX	75694	78	CEFX	77095			
37	CEFX	75695	79	CEFX	77096			
38	CEFX	75696	80	CEFX	77097			
39	CEFX	75697	81	CEFX	77098			
40	CEFX	77045	82	CEFX	77099			
41	CEFX	77046	83	CEFX	77100			
42	CEFX	77047	84	CEFX	77101			

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: 12/17/12

Edward M Luria
Edward M. Luria