

RECORDATION NO. 26919-D FILED

FEB 28 '11 -3 45 PM

**SURFACE TRANSPORTATION BOARD**

**ALVORD AND ALVORD**  
**ATTORNEYS AT LAW**  
1050 SEVENTEENTH STREET, NW  
SUITE 301  
WASHINGTON, D.C.  
20036  
  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL [alvordlaw@acl.com](mailto:alvordlaw@acl.com)

ELIAS C. ALVORD (942)  
ELLSWORTH C. ALVORD (984)

February 28, 2011

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 Assignment and Assumption Agreement dated as of February 28, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memoranda of Railcar Lease previously filed with the Board under Recordation Numbers 26919 and 26919-C.

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

**Seller:** The CIT Group/Equipment Financing, Inc.  
30 South Wacker Drive  
Suite 3000  
Chicago, Illinois 60606

**Buyer:** Infinity Transportation, LLC  
1355 Peachtree Street  
Suite 750 South Tower  
Atlanta, Georgia 30309

Chief, Section of Administration  
February 28, 2011  
Page 2

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

8 railcars within the series NCUX 50308- NCUX 50358 as more particularly set forth in the equipment schedule 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 \$41.00 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/bhs  
Enclosures

RECORDATION NO. 26919-1 FILED

FEB 28 '11 -3 45 PM

SURFACE TRANSPORTATION BOARD

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of February 25, 2011 (this "Agreement"), is between The CIT Group/Equipment Financing, Inc., a Delaware corporation (the "Seller"), and Infinity Transportation, LLC, a Delaware limited liability company (the "Buyer").

### RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase and Sale Agreement, dated as of February 25, 2011 (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. **Assignment.** As of the date hereof, the Seller hereby assigns and transfers to the Buyer all of the Seller's rights, title and interest in, and all obligations under, the Leases, except to the extent constituting Excluded Rights and Obligations.

2. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 1 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 Leases. Effective on and after the Closing Date, the Buyer shall be deemed to stand as the Lessor in the place of the Seller for all purposes under the Leases, except with respect to Excluded Rights and Obligations, and each such reference in the Leases to the Lessor shall be deemed to mean the Buyer.

3. **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 Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

**Bill of Sale:** a bill of sale granted by the Seller in favor of the Buyer with respect to the Equipment.

**Casualty Occurrence:** the total destruction or other total loss, damage beyond economic repair, theft, or requisition by a Governmental Body of any unit of Equipment.

**Closing Date:** the date of the closing of the transactions contemplated by the Purchase Agreement.

**Equipment:** the units of Equipment listed on Schedule A hereto.

**Excluded Rights and Obligations:** (i) all rights to payments of indemnity that are due and payable to, or otherwise accrued in favor of, the Seller prior to the Closing Date under the Leases and any rights of the Seller to be indemnified, held harmless and defended by any indemnitor (including, without limitation, by the Lessee) under the Leases with respect to losses, damages, injuries, claims, demands, expenses and Taxes incurred or suffered by or imposed against the Seller prior to the Closing Date or in respect of any period prior to the Closing Date; (ii) all rights to payment of liability insurance proceeds that are due and payable to, or otherwise accrued in favor of, the Seller prior to the Closing Date under any insurance maintained by the Lessee pursuant to the Leases and any rights to any proceeds payable under any such liability insurance as a result of claims made against the Seller with respect to any event occurring or circumstance existing prior to the Closing Date; (iii) all rights to payments of rent, and all other periodic and non-periodic payments (not already included in clauses (i) and (ii) above), that are due and payable to, or otherwise accrued in favor of the Seller under the Leases, in respect of all periods prior to the Revenue Cutoff Date; (iv) all rights to payment in respect of Casualty Occurrences prior to the Closing Date; (v) all obligations of the Seller under the Leases to be performed prior to the Closing Date; and (vi) all liabilities of the Seller under the Leases or in respect of the Equipment arising from any event occurring or circumstance existing or otherwise related to any period prior to the Closing Date.

**Lease:** a lease of equipment identified on Annex I hereto.

**Lessee:** a lessee identified on Annex I hereto.

**Lessor:** the lessor under a Lease.

**Master Lease:** each Master Railcar Lease identified on Annex I hereto.

**Ownership Interest:** the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Leases, except the Excluded Rights and Obligations.

4. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

5. **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 9.7 of the Purchase Agreement.

6. **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.

7. **Counterparts.** 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.

8. **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).

9. **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.

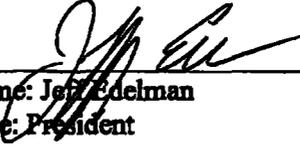
10. **Recordation.** The Seller and the Buyer agree to record this Agreement with the Surface Transportation Board or the Registrar General of Canada, as applicable, to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

[Signature page follows]

[Assignment and Assumption Agreement]

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

**INFINITY TRANSPORTATION, LLC**

By:   
Name: Jeff Edelman  
Title: President

**THE CIT GROUP/EQUIPMENT  
FINANCING, INC.**

By: \_\_\_\_\_  
Name: Nancy Nardella  
Title: Vice President

[Assignment and Assumption Agreement]

STATE OF GEORGIA        )  
  )ss.:  
COUNTY OF FULTON     )

On this, the 24<sup>th</sup> day of February, 2011, before me, a Notary Public in and for said County and State, personally appeared Jeff Edelman, a President of Infinity Transportation, LLC, who acknowledged himself to be a duly authorized officer of Infinity Transportation, LLC, 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.

*Stephanie M. Cassamas*  
Name: Stephanie M. Cassamas  
Commission Expires: M. Cassamas  
Notary Public  
AUG.  
13,  
2013  
STEPHANIE M. CASSAMAS  
DEKALB CO., GEORGIA  
NOTARY PUBLIC

[Assignment and Assumption Agreement]

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

**INFINITY TRANSPORTATION, LLC**

By: \_\_\_\_\_

Name: Jeff Edelman

Title: President

**THE CIT GROUP/EQUIPMENT  
FINANCING, INC.**

By: Nancy Nardella

Name: Nancy Nardella

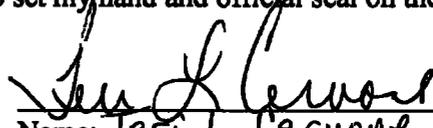
Title: Vice President

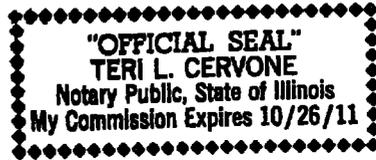
[Assignment and Assumption Agreement]

STATE OF Illinois )  
 )ss.:  
COUNTY OF Cook )

On this, the 21<sup>st</sup> day February, 2011, before me, a Notary Public in and for said County and State, personally appeared Nancy Nardella, a Vice President of The CIT Group/Equipment Financing, Inc., who acknowledged herself to be a duly authorized officer of The CIT Group/Equipment Financing, Inc., and that, as such officer, being authorized to do so, she 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: Teri L. Cervone  
Notary Public



**ANNEX I**

**Lease with Tate & Lyle Ingredients Americas, Inc. (AES01018)**

Schedule No. 18 to Master Railcar Lease, made as of April 3, 2007 and effective as of March 1, 2007, by and between Tate & Lyle Ingredients Americas, Inc. (f/k/a A.E. Staley Manufacturing Co.) (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of June 7, 1999, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): "Amendment No. 01 to Schedule No. 18" dated January 26, 2010 (effective as of March 1, 2010) between The CIT Group/Equipment Financing, Inc. ("Lessor") and Tate & Lyle Ingredients Americas, Inc. (f/k/a A.E. Staley Manufacturing Co.) ("Lessee").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	14 in Schedule, 0 casualty, 14 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with Azteca Milling LP (AZTC02001)**

Schedule No. 01 to Master Railcar Lease, made as of June 11, 2007, by and between Azteca Milling LP (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of June 11, 2007, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	18 in Schedule, 0 casualty, 18 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Cereal Food Processors, Inc. (CFP04007)

Schedule No. 007 to Master Railcar Service and Lease Agreement No. 1749, made as of July 30, 2003, by and between Cereal Food Processors, Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc., f/k/a NorRail, Inc.) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Service and Lease Agreement No. 1749, made as of September 30, 1997, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Amendment No. 001 to Schedule No. 007 dated February 2, 2006 between The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc., f/k/a NorRail, Inc.) ("Lessor") and Cereal Food Processors, Inc. ("Lessee").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	20 in Schedule, 0 casualty, 20 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Cereal Food Processors, Inc. (CFP04011)

Schedule No. 011 to Master Railcar Service and Lease Agreement No. 1749, made as of September 19, 2003, by and between Cereal Food Processors, Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc., f/k/a NorRail, Inc.) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Service and Lease Agreement No. 1749, made as of September 30, 1997, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Amendment No. 001 to Schedule No. 011 dated April 7, 2006 between The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc., f/k/a NorRail, Inc.) ("Lessor") and Cereal Food Processors, Inc. ("Lessee").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	30 in Schedule, 0 casualty, 30 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Chemical Lime Company of Arizona (CHMA03004)

Schedule No. 004 to Master Railcar Service and Lease Agreement No. 1839, made as of May 17, 2005, by and between Chemical Lime Company of Arizona (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc., f/k/a NorRail, Inc.) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Service and Lease Agreement No. 1839, made as of April 29, 1999, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	5 in Schedule, 0 casualty, 5 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with CHS, Inc. (CNX02009)**

Schedule No. 09 to Master Railcar Lease, made as of January 6, 2009, by and between CHS Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of March 22, 2004, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	2 in Schedule, 0 casualty, 2 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with Dakota Growers Pasta Company, Inc. (DKGP01002)**

Schedule No. 02 to Master Railcar Lease, made as of April 10, 2009, by and between Dakota Growers Pasta Company, Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (as successor to CIT Rail Leasing Trust I) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of April 7, 2009, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	23 in Schedule, 0 casualty, 23 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with Dakota Growers Pasta Company, Inc. (DKGP01003)**

Schedule No. 03 to Master Railcar Lease, made as of August 12, 2010, by and between Dakota Growers Pasta Company, Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (as successor to CIT Rail Leasing Trust I) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of April 7, 2009, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	10 in Schedule, 0 casualty, 10 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Elkem Materials, Inc. (ELKM01001)

Schedule No. 01 to Master Railcar Lease, made as of March 16, 2007, by and between Elkem Materials, Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of January 31, 2007, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Amendment No. 01 to Schedule No. 01 dated February 13, 2009 (effective as of March 1, 2009) between The CIT Group/Equipment Financing, Inc. ("Lessor") and Elkem Materials, Inc. ("Lessee").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	2 in Schedule, 0 casualty, 2 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Elkem Materials, Inc. (ELKM01002)

Schedule No. 02 to Master Railcar Lease, made as of April 15, 2009 and effective as of March 1, 2009, by and between Elkem Materials, Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of January 31, 2007, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Amendment No. 01 to Schedule No. 02 dated January 20, 2010 (effective as of March 1, 2010) between The CIT Group/Equipment Financing, Inc. ("Lessor") and Elkem Materials, Inc. ("Lessee").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	3 in Schedule, 0 casualty, 3 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with Grain Processing Corporation (GPRS02001)**

Schedule No. 001 to Master Railcar Service and Lease Agreement No. 0351831, made as of April 30, 1999, by and between Grain Processing Corporation (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc.) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Service and Lease Agreement No. 0351831, made as of April 30, 1999, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Amendment No. 001 to Schedule No. 001 dated April 7, 2006 between The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc.) ("Lessor") and Grain Processing Corporation ("Lessee").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	50 in Schedule, 0 casualty, 50 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Grain Processing Corporation (GPRS02002)

Schedule No. 002 to Master Railcar Service and Lease Agreement No. 0351831, made as of May 17, 1999, by and between Grain Processing Corporation (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc.) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Service and Lease Agreement No. 0351831, made as of April 30, 1999, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Amendment No. 001 to Schedule No. 002 dated April 7, 2006 between The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc.) ("Lessor") and Grain Processing Corporation ("Lessee").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	32 in Schedule, 1 casualty as stated in Amendment No. 001 to Schedule 002, made as of April 7, 2006, 31 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Grain Processing Corporation (GPRS02003)

Schedule No. 003 to Master Railcar Service and Lease Agreement No. 0351831, made as of May 17, 1999, by and between Grain Processing Corporation (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc.) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Service and Lease Agreement No. 0351831, made as of April 30, 1999, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Amendment No. 1 to Schedule No. 3 dated February 28, 2000 between The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc.) ("Lessor") and Grain Processing Corporation ("Lessee") and Amendment No. 002 to Schedule No. 003 dated April 7, 2006 between Lessor and Lessee.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	35 in Schedule, 0 casualty, 35 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Grain Processing Corporation (GPRS02004)

Schedule No. 004 to Master Railcar Service and Lease Agreement No. 0351831, made as of January 7, 2000, by and between Grain Processing Corporation (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc.) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Service and Lease Agreement No. 0351831, made as of April 30, 1999, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Amendment No. 001 to Schedule No. 004 dated April 7, 2006 between The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc.) ("Lessor") and Grain Processing Corporation ("Lessee").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	20 in Schedule, 0 casualty, 20 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with Gulf Rice Milling, Inc. (GRMI01003)**

Schedule No. 03 to Master Railcar Lease, made as of January 8, 2009, by and between Gulf Rice Milling, Inc. (the “Lessee”), and The CIT Group/Equipment Financing, Inc. (the “Seller”), as amended, supplemented or modified from time to time (the “Schedule”), incorporating the terms of that certain Master Railcar Lease, made as of March 17, 2003, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the “Master Lease Agreement”) (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the “Lease”).

Other Lease Documents (if any): Amendment No. 01 to Schedule No. 03 dated February 25, 2010 (effective as of March 1, 2010) between The CIT Group/Equipment Financing, Inc. (“Lessor”) and Gulf Rice Milling, Inc. (“Lessee”).

(In the following information labeled “Number of Railcars,” “in Schedule” means “originally leased to the Lessee pursuant to the Schedule”, “casualty” means “previously leased pursuant to the Schedule that have suffered a casualty”, and “being sold” means “currently leased and being sold to the Purchaser”.)

Number of Railcars:	5 in Schedule, 0 casualty, 5 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with Iowa Corn Processors (IACP01003)**

Schedule No. 03 to Master Railcar Lease, made as of June 3, 2009, by and between Iowa Corn Processors (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of July 7, 2004, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	1 in Schedule, 0 casualty, 1 being sold
Description:	5,650 c.f. pressure differential covered hopper railcar
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with ICL Performance Products LP (ICLP01001)**

Schedule No. 001 to Master Railcar Service and Lease Agreement No. 0352061, made as of January 17, 2006, by and between ICL Performance Products LP (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc.) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Service and Lease Agreement No. 0352061, made as of January 17, 2006, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Lessee's notice of exercise of renewal option (e-mail message from Larry Pieper to Gail Porter dated 4/17/2006).

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	12 in Schedule, 0 casualty, 12 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Minot Milling Company (MNTM01020)

Schedule No. 20 to Master Railcar Lease, made as of June 17, 2009, by and between Minot Milling Company (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of February 22, 1999, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	10 in Schedule, 0 casualty, 10 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Exel Transportation Services, Inc. (MRK02009)

Schedule No. 09 to Master Railcar Lease, made and effective as of July 21, 2009, by and between Exel Transportation Services, Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of September 13, 2002 and effective as of March 5, 2001, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	5 in Schedule, 0 casualty, 5 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with Exel Transportation Services, Inc. (MRK03002)**

Schedule No. 06 to Master Railcar Lease, made as of April 7, 2008 and effective as of March 1, 2008, by and between Exel Transportation Services, Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of September 13, 2002 and effective as of March 5, 2001, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Amendment No. 01 to Lease Schedule No. 06 dated as of February 14, 2011 (and effective as of March 1, 2011) between The CIT Group/Equipment Financing, Inc. ("Lessor") and Exel Transportation Services, Inc. ("Lessee").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	10 in Schedule, 0 casualty, 10 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Exel Transportation Services, Inc. (MRK03005)

Schedule No. 08 to Master Railcar Lease, made as of April 29, 2009, by and between Exel Transportation Services, Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of September 13, 2002 and effective as of March 5, 2001, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	5 in Schedule, 0 casualty, 5 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Norfolk Southern Railway Company (NSI3007)

Full Service Schedule No. 17 to Master Railcar Lease, made as of February 17, 2009 and effective as of January 1, 2009, by and between Norfolk Southern Railway Company (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of October 8, 1998, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): Amendment No. 01 to Master Net Railcar Lease dated as of January 26, 2009 between The CIT Group/Equipment Financing, Inc. ("Lessor") and Norfolk Southern Railway Company ("Lessee").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	58 in Schedule, 0 casualty, 58 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Pendleton Flour Mills, LLC (PEN02002)

Schedule No. 05 to Master Railcar Lease, made as of April 25, 2008 and effective as of May 1, 2008, by and between Pendleton Flour Mills, LLC (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of December 5, 2001, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	9 in Schedule, 0 casualty, 9 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Pendleton Flour Mills, LLC (PEN02003)

Schedule No. 06 to Master Railcar Lease, made as of September 28, 2010 and effective as of November 1, 2010, by and between Pendleton Flour Mills, LLC (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of December 5, 2001, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	9 in Schedule, 0 casualty, 9 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Pendleton Flour Mills, LLC (PEN02004)\*

Schedule No. 004 to Master Railcar Service and Lease Agreement No. 1747, made as of November 22, 2005 by and between Pendleton Flour Mills, LLC (f/k/a Koch Fisher Mills, LLC) (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (successor to Bombardier Capital Rail Inc., f/k/a NorRail, Inc.) (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Service and Lease Agreement No. 1747, made as of September 29, 1997, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): See footnote below (listing the "New Schedule" and the "New Master Lease Agreement").

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	3 in Schedule, 0 casualty, 3 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

\* This Lease has been renewed pursuant to Schedule No. 07 to Master Railcar Lease, made as of September 28, 2010 and effective as of March 1, 2011, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "New Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of December 5, 2001, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "New Master Lease Agreement") (the New Schedule and the New Master Lease Agreement, as it relates only to the Equipment, the "New Lease").

Lease with Procter & Gamble Company (PGC01003)

Schedule No. 03 to Master Railcar Lease, made as of May 26, 2010, by and between Procter & Gamble Company (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of December 30, 2002, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	20 in Schedule, 0 casualty, 20 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Penford Products Co. (PNFD02001)

Schedule No. 02 to Master Railcar Lease, made as of May 8, 2008, by and between Penford Products Co. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of March 24, 2005, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	6 in Schedule, 0 casualty, 6 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Sage V Foods (SAGE02001)

Schedule No. 01 to Master Railcar Lease, made as of September 5, 2006, by and between Sage V Foods (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of September 5, 2006, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	4 in Schedule, 0 casualty, 4 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with Sage V Foods (SAGE02005)

Schedule No. 05 to Master Railcar Lease, made as of February 16, 2007, by and between Sage V Foods (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of September 5, 2006, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	4 in Schedule, 0 casualty, 4 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with Sasol North America Inc. (SANA01002)**

Schedule No. 02 to Master Railcar Lease, made as of May 22, 2008, by and between Sasol North America Inc. (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of May 22, 2008, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	11 in Schedule, 0 casualty, 11 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**Lease with United States Gypsum Company (USG01204)**

Schedule No. 04 to Master Railcar Lease, made as of October 26, 2010, by and between United States Gypsum Company (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of July 20, 2000, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	4 in Schedule, 0 casualty, 4 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with United States Gypsum Company (USG01205)

Schedule No. 05 to Master Railcar Lease, made as of October 26, 2010, by and between United States Gypsum Company (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of July 20, 2000, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	6 in Schedule, 0 casualty, 6 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

Lease with United States Gypsum Company (USG01024)

Schedule No. 24 to Master Railcar Lease, made as of June 28, 2010 by and between United States Gypsum Company (the "Lessee"), and The CIT Group/Equipment Financing, Inc. (the "Seller"), as amended, supplemented or modified from time to time (the "Schedule"), incorporating the terms of that certain Master Railcar Lease, made as of July 20, 2000, by and between the Lessee and the Seller, as amended, supplemented or modified from time to time (the "Master Lease Agreement") (the Schedule and the Master Lease Agreement, as it relates only to the Equipment, the "Lease").

Other Lease Documents (if any): None.

(In the following information labeled "Number of Railcars," "in Schedule" means "originally leased to the Lessee pursuant to the Schedule", "casualty" means "previously leased pursuant to the Schedule that have suffered a casualty", and "being sold" means "currently leased and being sold to the Purchaser".)

Number of Railcars:	2 in Schedule, 0 casualty, 2 being sold
Description:	5,650 c.f. pressure differential covered hopper railcars
Casualty Marks:	None
Reporting Marks:	Per Schedule A attached

**SCHEDULE A**

**Reporting Marks-On-Lease Railcars**

<b>Count</b>	<b>Initial</b>	<b>Number</b>	<b>Assignment</b>	<b>Manufacturer</b>	<b>UMLER Year Built</b>
1	NRLX	56333	AES01018	Trinity	1999
2	NRLX	56395	AES01018	Trinity	1999
3	NRLX	56535	AES01018	Trinity	2000
4	NRLX	56582	AES01018	Trinity	2000
5	NRLX	56583	AES01018	Trinity	2000
6	NRLX	56585	AES01018	Trinity	2000
7	NRLX	56587	AES01018	Trinity	2000
8	NRLX	56601	AES01018	Trinity	2000
9	NRLX	56610	AES01018	Trinity	2000
10	NRLX	56613	AES01018	Trinity	2000
11	NRLX	56629	AES01018	Trinity	2000
12	NRLX	56630	AES01018	Trinity	2000
13	NRLX	56648	AES01018	Trinity	2000
14	NRLX	56655	AES01018	Trinity	1999
15	NCUX	50306	AZTC02001	Trinity	1999
16	NCUX	50311	AZTC02001	Trinity	1999
17	NCUX	50313	AZTC02001	Trinity	1999
18	NCUX	50327	AZTC02001	Trinity	1999
19	NCUX	50328	AZTC02001	Trinity	1999
20	NCUX	50330	AZTC02001	Trinity	1999
21	NCUX	50343	AZTC02001	Trinity	1999
22	NCUX	50344	AZTC02001	Trinity	1999
23	NCUX	50345	AZTC02001	Trinity	1999
24	NCUX	50347	AZTC02001	Trinity	1999
25	NCUX	50350	AZTC02001	Trinity	1999
26	NCUX	50351	AZTC02001	Trinity	1999
27	NCUX	50354	AZTC02001	Trinity	1999
28	NCUX	50370	AZTC02001	Trinity	1999
29	NCUX	50379	AZTC02001	Trinity	1999
30	NCUX	50381	AZTC02001	Trinity	1999
31	NCUX	50383	AZTC02001	Trinity	1999
32	NCUX	50384	AZTC02001	Trinity	1999
33	NRLX	56263	CFP04007	Trinity	1998
34	NRLX	56264	CFP04007	Trinity	1998
35	NRLX	56266	CFP04007	Trinity	1998
36	NRLX	56273	CFP04007	Trinity	1998
37	NRLX	56280	CFP04007	Trinity	1999
38	NRLX	56284	CFP04007	Trinity	1999

[Assignment and Assumption Agreement]

39	NRLX	56286	CFPO4007	Trinity	1999
40	NRLX	56287	CFPO4007	Trinity	1999
41	NRLX	56292	CFPO4007	Trinity	1999
42	NRLX	56305	CFPO4007	Trinity	1999
43	NRLX	56325	CFPO4007	Trinity	1999
44	NRLX	56399	CFPO4007	Trinity	1999
45	NRLX	56401	CFPO4007	Trinity	1999
46	NRLX	56473	CFPO4007	Trinity	1999
47	NRLX	56476	CFPO4007	Trinity	1999
48	NRLX	56485	CFPO4007	Trinity	1999
49	NRLX	56486	CFPO4007	Trinity	1999
50	NRLX	56488	CFPO4007	Trinity	1999
51	NRLX	56574	CFPO4007	Trinity	2000
52	NRLX	56614	CFPO4007	Trinity	2000
53	NRLX	56093	CFPO4011	Trinity	1998
54	NRLX	56094	CFPO4011	Trinity	1998
55	NRLX	56096	CFPO4011	Trinity	1998
56	NRLX	56097	CFPO4011	Trinity	1998
57	NRLX	56098	CFPO4011	Trinity	1998
58	NRLX	56100	CFPO4011	Trinity	1998
59	NRLX	56103	CFPO4011	Trinity	1998
60	NRLX	56104	CFPO4011	Trinity	1998
61	NRLX	56106	CFPO4011	Trinity	1998
62	NRLX	56108	CFPO4011	Trinity	1998
63	NRLX	56109	CFPO4011	Trinity	1998
64	NRLX	56110	CFPO4011	Trinity	1998
65	NRLX	56111	CFPO4011	Trinity	1998
66	NRLX	56112	CFPO4011	Trinity	1998
67	NRLX	56115	CFPO4011	Trinity	1998
68	NRLX	56116	CFPO4011	Trinity	1998
69	NRLX	56117	CFPO4011	Trinity	1998
70	NRLX	56118	CFPO4011	Trinity	1998
71	NRLX	56119	CFPO4011	Trinity	1998
72	NRLX	56120	CFPO4011	Trinity	1998
73	NRLX	56122	CFPO4011	Trinity	1998
74	NRLX	56124	CFPO4011	Trinity	1998
75	NRLX	56125	CFPO4011	Trinity	1998
76	NRLX	56126	CFPO4011	Trinity	1998
77	NRLX	56129	CFPO4011	Trinity	1998
78	NRLX	56130	CFPO4011	Trinity	1998
79	NRLX	56131	CFPO4011	Trinity	1998
80	NRLX	56133	CFPO4011	Trinity	1998
81	NRLX	56302	CFPO4011	Trinity	1999

[Assignment and Assumption Agreement]

82	NRLX	56328	CFP04011	Trinity	1999
83	NRLX	56099	CHMA03004	Trinity	1998
84	NRLX	56107	CHMA03004	Trinity	1998
85	NRLX	56113	CHMA03004	Trinity	1998
86	NRLX	56121	CHMA03004	Trinity	1998
87	NRLX	56127	CHMA03004	Trinity	1998
88	NRLX	56472	CNX02009	Trinity	1999
89	NRLX	56559	CNX02009	Trinity	2000
90	NRLX	56026	DKGP01002	Trinity	1998
91	NRLX	56039	DKGP01002	Trinity	1998
92	NRLX	56467	DKGP01002	Trinity	1999
93	NRLX	56477	DKGP01002	Trinity	1999
94	NRLX	56487	DKGP01002	Trinity	1999
95	NRLX	56505	DKGP01002	Trinity	1999
96	NRLX	56506	DKGP01002	Trinity	1999
97	NRLX	56553	DKGP01002	Trinity	2000
98	NRLX	56569	DKGP01002	Trinity	2000
99	NRLX	56617	DKGP01002	Trinity	2000
100	NRLX	56621	DKGP01002	Trinity	2000
101	TCMX	450000	DKGP01002	Trinity	1998
102	TCMX	450006	DKGP01002	Trinity	1998
103	TCMX	450008	DKGP01002	Trinity	1999
104	TCMX	450011	DKGP01002	Trinity	1998
105	TCMX	450014	DKGP01002	Trinity	1998
106	TCMX	450100	DKGP01002	Trinity	1999
107	TCMX	450102	DKGP01002	Trinity	1999
108	TCMX	450104	DKGP01002	Trinity	1999
109	TCMX	450108	DKGP01002	Trinity	1999
110	TCMX	450117	DKGP01002	Trinity	1999
111	TCMX	450123	DKGP01002	Trinity	1999
112	TCMX	450126	DKGP01002	Trinity	1999
113	NRLX	56265	DKGP01003	Trinity	1998
114	NRLX	56396	DKGP01003	Trinity	1999
115	NRLX	56577	DKGP01003	Trinity	2000
116	TCMX	450099	DKGP01003	Trinity	1999
117	TCMX	450103	DKGP01003	Trinity	1999
118	TCMX	450109	DKGP01003	Trinity	1999
119	TCMX	450119	DKGP01003	Trinity	1999
120	TCMX	450127	DKGP01003	Trinity	1999
121	TCMX	450131	DKGP01003	Trinity	1999
122	TCMX	450238	DKGP01003	Trinity	1998
123	NCUX	50322	ELKM01001	Trinity	1999
124	NCUX	50323	ELKM01001	Trinity	1999

[Assignment and Assumption Agreement]

125	NCUX	50324	ELKM01002	Trinity	1999
126	NCUX	50325	ELKM01002	Trinity	1999
127	NCUX	50326	ELKM01002	Trinity	1999
128	NRLX	56270	GPRS02001	Trinity	1998
129	NRLX	56277	GPRS02001	Trinity	1999
130	NRLX	56278	GPRS02001	Trinity	1999
131	NRLX	56281	GPRS02001	Trinity	1999
132	NRLX	56282	GPRS02001	Trinity	1999
133	NRLX	56283	GPRS02001	Trinity	1999
134	NRLX	56291	GPRS02001	Trinity	1999
135	NRLX	56293	GPRS02001	Trinity	1999
136	NRLX	56301	GPRS02001	Trinity	1999
137	NRLX	56306	GPRS02001	Trinity	1999
138	NRLX	56321	GPRS02001	Trinity	1999
139	NRLX	56336	GPRS02001	Trinity	1999
140	NRLX	56357	GPRS02001	Trinity	1999
141	NRLX	56358	GPRS02001	Trinity	1999
142	NRLX	56359	GPRS02001	Trinity	1999
143	NRLX	56360	GPRS02001	Trinity	1999
144	NRLX	56361	GPRS02001	Trinity	1999
145	NRLX	56362	GPRS02001	Trinity	1999
146	NRLX	56363	GPRS02001	Trinity	1999
147	NRLX	56364	GPRS02001	Trinity	1999
148	NRLX	56365	GPRS02001	Trinity	1999
149	NRLX	56366	GPRS02001	Trinity	1999
150	NRLX	56408	GPRS02001	Trinity	1999
151	NRLX	56410	GPRS02001	Trinity	1999
152	NRLX	56416	GPRS02001	Trinity	1999
153	NRLX	56418	GPRS02001	Trinity	1999
154	NRLX	56419	GPRS02001	Trinity	1999
155	NRLX	56420	GPRS02001	Trinity	1999
156	NRLX	56421	GPRS02001	Trinity	1999
157	NRLX	56425	GPRS02001	Trinity	1999
158	NRLX	56426	GPRS02001	Trinity	1999
159	NRLX	56427	GPRS02001	Trinity	1999
160	NRLX	56428	GPRS02001	Trinity	1999
161	NRLX	56429	GPRS02001	Trinity	1999
162	NRLX	56430	GPRS02001	Trinity	1999
163	NRLX	56431	GPRS02001	Trinity	1999
164	NRLX	56432	GPRS02001	Trinity	1999
165	NRLX	56433	GPRS02001	Trinity	1999
166	NRLX	56434	GPRS02001	Trinity	1999
167	NRLX	56435	GPRS02001	Trinity	1999

[Assignment and Assumption Agreement]

168	NRLX	56436	GPRS02001	Trinity	1999
169	NRLX	56437	GPRS02001	Trinity	1999
170	NRLX	56438	GPRS02001	Trinity	1999
171	NRLX	56439	GPRS02001	Trinity	1999
172	NRLX	56440	GPRS02001	Trinity	1999
173	NRLX	56441	GPRS02001	Trinity	1999
174	NRLX	56442	GPRS02001	Trinity	1999
175	NRLX	56443	GPRS02001	Trinity	1999
176	NRLX	56444	GPRS02001	Trinity	1999
177	NRLX	56445	GPRS02001	Trinity	1999
178	NRLX	56271	GPRS02002	Trinity	1998
179	NRLX	56274	GPRS02002	Trinity	1998
180	NRLX	56288	GPRS02002	Trinity	1999
181	NRLX	56307	GPRS02002	Trinity	1999
182	NRLX	56308	GPRS02002	Trinity	1999
183	NRLX	56317	GPRS02002	Trinity	1999
184	NRLX	56322	GPRS02002	Trinity	1999
185	NRLX	56327	GPRS02002	Trinity	1999
186	NRLX	56331	GPRS02002	Trinity	1999
187	NRLX	56341	GPRS02002	Trinity	1999
188	NRLX	56346	GPRS02002	Trinity	1999
189	NRLX	56349	GPRS02002	Trinity	1999
190	NRLX	56353	GPRS02002	Trinity	1999
191	NRLX	56354	GPRS02002	Trinity	1999
192	NRLX	56355	GPRS02002	Trinity	1999
193	NRLX	56368	GPRS02002	Trinity	1999
194	NRLX	56371	GPRS02002	Trinity	1999
195	NRLX	56373	GPRS02002	Trinity	1999
196	NRLX	56375	GPRS02002	Trinity	1999
197	NRLX	56376	GPRS02002	Trinity	1999
198	NRLX	56377	GPRS02002	Trinity	1999
199	NRLX	56378	GPRS02002	Trinity	1999
200	NRLX	56379	GPRS02002	Trinity	1999
201	NRLX	56381	GPRS02002	Trinity	1999
202	NRLX	56382	GPRS02002	Trinity	1999
203	NRLX	56383	GPRS02002	Trinity	1999
204	NRLX	56385	GPRS02002	Trinity	1999
205	NRLX	56388	GPRS02002	Trinity	1999
206	NRLX	56389	GPRS02002	Trinity	1999
207	NRLX	56391	GPRS02002	Trinity	1999
208	NRLX	56393	GPRS02002	Trinity	1999
209	NRLX	56276	GPRS02003	Trinity	1999
210	NRLX	56290	GPRS02003	Trinity	1999

[Assignment and Assumption Agreement]

211	NRLX	56297	GPRS02003	Trinity	1999
212	NRLX	56315	GPRS02003	Trinity	1999
213	NRLX	56316	GPRS02003	Trinity	1999
214	NRLX	56319	GPRS02003	Trinity	1999
215	NRLX	56324	GPRS02003	Trinity	1999
216	NRLX	56330	GPRS02003	Trinity	1999
217	NRLX	56335	GPRS02003	Trinity	1999
218	NRLX	56342	GPRS02003	Trinity	1999
219	NRLX	56347	GPRS02003	Trinity	1999
220	NRLX	56348	GPRS02003	Trinity	1999
221	NRLX	56356	GPRS02003	Trinity	1999
222	NRLX	56380	GPRS02003	Trinity	1999
223	NRLX	56384	GPRS02003	Trinity	1999
224	NRLX	56386	GPRS02003	Trinity	1999
225	NRLX	56387	GPRS02003	Trinity	1999
226	NRLX	56390	GPRS02003	Trinity	1999
227	NRLX	56392	GPRS02003	Trinity	1999
228	NRLX	56397	GPRS02003	Trinity	1999
229	NRLX	56398	GPRS02003	Trinity	1999
230	NRLX	56400	GPRS02003	Trinity	1999
231	NRLX	56402	GPRS02003	Trinity	1999
232	NRLX	56404	GPRS02003	Trinity	1999
233	NRLX	56405	GPRS02003	Trinity	1999
234	NRLX	56406	GPRS02003	Trinity	1999
235	NRLX	56407	GPRS02003	Trinity	1999
236	NRLX	56409	GPRS02003	Trinity	1999
237	NRLX	56411	GPRS02003	Trinity	1999
238	NRLX	56412	GPRS02003	Trinity	1999
239	NRLX	56413	GPRS02003	Trinity	1999
240	NRLX	56414	GPRS02003	Trinity	1999
241	NRLX	56415	GPRS02003	Trinity	1999
242	NRLX	56417	GPRS02003	Trinity	1999
243	NRLX	56423	GPRS02003	Trinity	1999
244	NRLX	56446	GPRS02004	Trinity	1999
245	NRLX	56447	GPRS02004	Trinity	1999
246	NRLX	56448	GPRS02004	Trinity	1999
247	NRLX	56449	GPRS02004	Trinity	1999
248	NRLX	56451	GPRS02004	Trinity	1999
249	NRLX	56452	GPRS02004	Trinity	1999
250	NRLX	56453	GPRS02004	Trinity	1999
251	NRLX	56454	GPRS02004	Trinity	1999
252	NRLX	56455	GPRS02004	Trinity	1999
253	NRLX	56456	GPRS02004	Trinity	1999

[Assignment and Assumption Agreement]

254	NRLX	56457	GPRS02004	Trinity	1999
255	NRLX	56458	GPRS02004	Trinity	1999
256	NRLX	56459	GPRS02004	Trinity	1999
257	NRLX	56460	GPRS02004	Trinity	1999
258	NRLX	56461	GPRS02004	Trinity	1999
259	NRLX	56462	GPRS02004	Trinity	1999
260	NRLX	56463	GPRS02004	Trinity	1999
261	NRLX	56464	GPRS02004	Trinity	1999
262	NRLX	56466	GPRS02004	Trinity	1999
263	NRLX	56469	GPRS02004	Trinity	1999
264	NCUX	50317	GRMIO1003	Trinity	1999
265	NCUX	50320	GRMIO1003	Trinity	1999
266	NCUX	50340	GRMIO1003	Trinity	1999
267	NCUX	50346	GRMIO1003	Trinity	1999
268	TCMX	450066	GRMIO1003	Trinity	1999
269	NRLX	56492	IACP01003	Trinity	1999
270	NRLX	56081	ICLP01001	Trinity	1998
271	NRLX	56082	ICLP01001	Trinity	1998
272	NRLX	56083	ICLP01001	Trinity	1998
273	NRLX	56084	ICLP01001	Trinity	1998
274	NRLX	56085	ICLP01001	Trinity	1998
275	NRLX	56086	ICLP01001	Trinity	1998
276	NRLX	56087	ICLP01001	Trinity	1998
277	NRLX	56088	ICLP01001	Trinity	1998
278	NRLX	56089	ICLP01001	Trinity	1998
279	NRLX	56090	ICLP01001	Trinity	1998
280	NRLX	56091	ICLP01001	Trinity	1998
281	TCMX	450105	MNTM01020	Trinity	1999
282	TCMX	450107	MNTM01020	Trinity	1999
283	TCMX	450111	MNTM01020	Trinity	1999
284	TCMX	450112	MNTM01020	Trinity	1999
285	TCMX	450115	MNTM01020	Trinity	1999
286	TCMX	450116	MNTM01020	Trinity	1999
287	TCMX	450118	MNTM01020	Trinity	1999
288	TCMX	450121	MNTM01020	Trinity	1999
289	TCMX	450130	MNTM01020	Trinity	1999
290	TCMX	450133	MNTM01020	Trinity	1999
291	TCMX	450018	MRK02009	Trinity	1998
292	TCMX	450216	MRK02009	Trinity	1998
293	TCMX	450228	MRK02009	Trinity	1998
294	TCMX	450239	MRK02009	Trinity	1998
295	TCMX	450249	MRK02009	Trinity	2000
296	NCUX	50304	MRK03002	Trinity	1999

[Assignment and Assumption Agreement]

297	NCUX	50305	MRK03002	Trinity	1999
298	NCUX	50316	MRK03002	Trinity	1999
299	NCUX	50321	MRK03002	Trinity	1999
300	NCUX	50342	MRK03002	Trinity	1999
301	NCUX	50348	MRK03002	Trinity	1999
302	NCUX	50366	MRK03002	Trinity	1999
303	NCUX	50376	MRK03002	Trinity	1999
304	NCUX	50380	MRK03002	Trinity	1999
305	NCUX	50382	MRK03002	Trinity	1999
306	NCUX	50118	MRK03005	Trinity	1998
307	NCUX	50119	MRK03005	Trinity	1998
308	NCUX	50125	MRK03005	Trinity	1998
309	NCUX	50128	MRK03005	Trinity	1998
310	NCUX	50129	MRK03005	Trinity	1998
311	NS	292063	NS13007	Trinity	2000
312	NS	292064	NS13007	Trinity	2000
313	NS	292065	NS13007	Trinity	2000
314	NS	292066	NS13007	Trinity	2000
315	NS	292067	NS13007	Trinity	2000
316	NS	292068	NS13007	Trinity	2000
317	NS	292069	NS13007	Trinity	2000
318	NS	292070	NS13007	Trinity	2000
319	NS	292071	NS13007	Trinity	2000
320	NS	292072	NS13007	Trinity	2000
321	NS	292073	NS13007	Trinity	2000
322	NS	292074	NS13007	Trinity	2000
323	NS	292075	NS13007	Trinity	2000
324	NS	292076	NS13007	Trinity	2000
325	NS	292077	NS13007	Trinity	2000
326	NS	292078	NS13007	Trinity	2000
327	NS	292079	NS13007	Trinity	2000
328	NS	292080	NS13007	Trinity	2000
329	NS	292081	NS13007	Trinity	2000
330	NS	292082	NS13007	Trinity	2000
331	NS	292083	NS13007	Trinity	2000
332	NS	292084	NS13007	Trinity	2000
333	NS	292085	NS13007	Trinity	2000
334	NS	292086	NS13007	Trinity	2000
335	NS	292087	NS13007	Trinity	2000
336	NS	292088	NS13007	Trinity	2000
337	NS	292089	NS13007	Trinity	2000
338	NS	292090	NS13007	Trinity	2000
339	NS	292091	NS13007	Trinity	2000

[Assignment and Assumption Agreement]

340	NS	292092	NS13007	Trinity	2000
341	NS	292093	NS13007	Trinity	2000
342	NS	292094	NS13007	Trinity	2000
343	NS	292095	NS13007	Trinity	2000
344	NS	292096	NS13007	Trinity	2000
345	NS	292097	NS13007	Trinity	2000
346	NS	292098	NS13007	Trinity	2000
347	NS	292099	NS13007	Trinity	2000
348	NS	292100	NS13007	Trinity	2000
349	NS	292101	NS13007	Trinity	2000
350	NS	292102	NS13007	Trinity	2000
351	NS	292103	NS13007	Trinity	2000
352	NS	292104	NS13007	Trinity	2000
353	NS	292105	NS13007	Trinity	2000
354	NS	292106	NS13007	Trinity	2000
355	NS	292107	NS13007	Trinity	2000
356	NS	292108	NS13007	Trinity	2000
357	NS	292109	NS13007	Trinity	2000
358	NS	292111	NS13007	Trinity	2000
359	NS	292112	NS13007	Trinity	2000
360	NS	292113	NS13007	Trinity	2000
361	NS	292114	NS13007	Trinity	2000
362	NS	292115	NS13007	Trinity	2000
363	NS	292116	NS13007	Trinity	2000
364	NS	292117	NS13007	Trinity	2000
365	NS	292118	NS13007	Trinity	2000
366	NS	292119	NS13007	Trinity	2000
367	NS	292120	NS13007	Trinity	2000
368	NS	292121	NS13007	Trinity	2000
369	NRLX	56050	PEN02002	Trinity	1998
370	NRLX	56051	PEN02002	Trinity	1998
371	NRLX	56052	PEN02002	Trinity	1998
372	NRLX	56053	PEN02002	Trinity	1998
373	NRLX	56054	PEN02002	Trinity	1998
374	NRLX	56204	PEN02002	Trinity	1998
375	NRLX	56205	PEN02002	Trinity	1998
376	NRLX	56206	PEN02002	Trinity	1998
377	NRLX	56208	PEN02002	Trinity	1998
378	NRLX	56251	PEN02003	Trinity	1998
379	NRLX	56566	PEN02003	Trinity	2000
380	NRLX	56575	PEN02003	Trinity	2000
381	NRLX	56588	PEN02003	Trinity	2000
382	NRLX	56589	PEN02003	Trinity	2000

[Assignment and Assumption Agreement]

383	NRLX	56593	PEN02003	Trinity	2000
384	NRLX	56598	PEN02003	Trinity	2000
385	NRLX	56606	PEN02003	Trinity	2000
386	NRLX	56607	PEN02003	Trinity	2000
387	NRLX	56312	PEN02004	Trinity	1999
388	NRLX	56313	PEN02004	Trinity	1999
389	NRLX	56314	PEN02004	Trinity	1999
390	NRLX	56394	PGC01003	Trinity	1999
391	NRLX	56571	PGC01003	Trinity	2000
392	TCMX	450004	PGC01003	Trinity	1998
393	TCMX	450009	PGC01003	Trinity	1998
394	TCMX	450010	PGC01003	Trinity	1998
395	TCMX	450013	PGC01003	Trinity	1999
396	TCMX	450016	PGC01003	Trinity	1999
397	TCMX	450023	PGC01003	Trinity	1999
398	TCMX	450024	PGC01003	Trinity	1999
399	TCMX	450068	PGC01003	Trinity	2000
400	TCMX	450199	PGC01003	Trinity	1999
401	TCMX	450200	PGC01003	Trinity	1999
402	TCMX	450201	PGC01003	Trinity	1999
403	TCMX	450202	PGC01003	Trinity	1999
404	TCMX	450203	PGC01003	Trinity	1999
405	TCMX	450204	PGC01003	Trinity	1999
406	TCMX	450205	PGC01003	Trinity	1999
407	TCMX	450206	PGC01003	Trinity	1999
408	TCMX	450207	PGC01003	Trinity	1999
409	TCMX	450208	PGC01003	Trinity	1999
410	NRLX	56092	PNFD02001	Trinity	1998
411	NRLX	56101	PNFD02001	Trinity	1998
412	NRLX	56105	PNFD02001	Trinity	1998
413	NRLX	56123	PNFD02001	Trinity	1998
414	NRLX	56128	PNFD02001	Trinity	1998
415	NRLX	56132	PNFD02001	Trinity	1998
416	NCUX	50308	SAGE02001	Trinity	1999
417	NCUX	50312	SAGE02001	Trinity	1999
418	NCUX	50318	SAGE02001	Trinity	1999
419	NCUX	50331	SAGE02001	Trinity	1999
420	NCUX	50349	SAGE02005	Trinity	1999
421	NCUX	50352	SAGE02005	Trinity	1999
422	NCUX	50353	SAGE02005	Trinity	1999
423	NCUX	50358	SAGE02005	Trinity	1999
424	NRLX	56000	SANA01002	Trinity	1998
425	NRLX	56006	SANA01002	Trinity	1998

[Assignment and Assumption Agreement]

426	NRLX	56007	SANA01002	Trinity	1998
427	NRLX	56011	SANA01002	Trinity	1998
428	NRLX	56012	SANA01002	Trinity	1998
429	NRLX	56017	SANA01002	Trinity	1998
430	NRLX	56025	SANA01002	Trinity	1998
431	NRLX	56032	SANA01002	Trinity	1998
432	NRLX	56035	SANA01002	Trinity	1998
433	NRLX	56037	SANA01002	Trinity	1998
434	NRLX	56298	SANA01002	Trinity	1999
435	TCMX	450114	USG01024	Trinity	1999
436	TCMX	450120	USG01024	Trinity	1999
437	TCMX	450247	USG01204	Trinity	2000
438	TCMX	450248	USG01204	Trinity	2000
439	TCMX	450250	USG01204	Trinity	1999
440	TCMX	450251	USG01204	Trinity	2000
441	TCMX	450211	USG01205	Trinity	1998
442	TCMX	450240	USG01205	Trinity	1998
443	TCMX	450243	USG01205	Trinity	1999
444	TCMX	450244	USG01205	Trinity	2000
445	TCMX	450245	USG01205	Trinity	2000
446	TCMX	450246	USG01205	Trinity	2000

Reporting Marks – Off-Lease Railcars

Count	Initial	Number	Assignment	Manufacturer	UMLER Year Built
1	NRLX	56043	AT STORAGE	Trinity	1998
2	NRLX	56210	AT STORAGE	Trinity	1998
3	TCMX	450003	AT STORAGE	Trinity	1998
4	TCMX	450005	AT STORAGE	Trinity	1998
5	TCMX	450007	AT STORAGE	Trinity	1998
6	TCMX	450020	AT STORAGE	Trinity	1998
7	TCMX	450022	AT STORAGE	Trinity	1998
8	TCMX	450065	AT STORAGE	Trinity	1999
9	TCMX	450101	AT STORAGE	Trinity	1999
10	TCMX	450106	AT STORAGE	Trinity	1999
11	TCMX	450110	AT STORAGE	Trinity	1999
12	TCMX	450113	AT STORAGE	Trinity	1999
13	TCMX	450122	AT STORAGE	Trinity	1999
14	TCMX	450124	AT STORAGE	Trinity	1999
15	TCMX	450125	AT STORAGE	Trinity	1999
16	TCMX	450128	AT STORAGE	Trinity	1999
17	TCMX	450129	AT STORAGE	Trinity	1999
18	TCMX	450132	AT STORAGE	Trinity	1999
19	TCMX	450209	AT STORAGE	Trinity	1998
20	TCMX	450210	AT STORAGE	Trinity	1998
21	TCMX	450212	AT STORAGE	Trinity	1998
22	TCMX	450213	AT STORAGE	Trinity	1998
23	TCMX	450219	AT STORAGE	Trinity	1998
24	TCMX	450222	AT STORAGE	Trinity	1998
25	TCMX	450223	AT STORAGE	Trinity	1998
26	TCMX	450224	AT STORAGE	Trinity	1998
27	TCMX	450225	AT STORAGE	Trinity	1998
28	TCMX	450226	AT STORAGE	Trinity	1998
29	TCMX	450235	AT STORAGE	Trinity	1998
30	TCMX	450241	AT STORAGE	Trinity	1998
31	TCMX	450242	AT STORAGE	Trinity	1998

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 2/28/11



\_\_\_\_\_  
Robert W. Alvord