

RECORDATION NO 21737-F FILED
July 31, 2012 05:20 PM
SURFACE TRANSPORTATION BOARD

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July 31, 2012

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 an Assignment Agreement, dated as of July 31, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Numbers 20972-EE, 20972-KK, 21737-D, 25991-G and 25991-I.

The name and address of the party to the enclosed document are:

Assignor: The Cit Group/Equipment Financing, Inc.
1211 Avenue of the Americas, 20th Floor,
New York, NY 10036

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

Section Chief
July 31, 2012
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A description of the railroad equipment covered by the enclosed document is:

All railcars covered by the documents filed under Recordation Numbers 20972-EE, 20972-KK, 21737-D, 25991-G and 25991-I.

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

Assignment 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,



✓ Edward M. Luria

EML/sem
Enclosures

July 31, 2012 05:20 PM

SURFACE TRANSPORTATION BOARD
ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of July 31, 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 Archer Daniels Midland Company are parties to that certain Master Railcar Lease, dated as of August 29, 1997 (the "ADM Master"), as supplemented by that certain Schedule No. 31, as amended, made as of December 10, 2002, a memorandum of which was assigned STB recordation number 20972-EE, by that certain Schedule No. 37, as amended, made as of October 10, 2003, a memorandum of which was assigned STB recordation number 20972-KK, by that certain Schedule No. 57, as amended, made as of October 15, 2008 and effective as of August 9, 2008 and by that certain Schedule No. 66, made as of March 30, 2011 and effective as of February 1, 2011 (as amended, modified, supplement, restated or extended, collectively, the "ADM Schedules" and such ADM Schedules, incorporating the terms of the ADM Master, being hereinafter referred to collectively as the "ADM Lease").

WHEREAS, Assignor and Norfolk Southern Railway Company are parties to that certain Master Net Railcar Lease, dated as of October 8, 1998 (the "NSRC Master"), as supplemented by that certain Schedule No. 07, made as of August 11, 2000, a memorandum of which was assigned STB recordation number 21737-D (as amended, modified, supplement, restated or extended, the "NSRC Schedule" and such NSRC Schedule, incorporating the terms of the NSRC Master, being hereinafter referred to as the "NSRC Lease").

WHEREAS, Assignor and Kansas City Southern Railway Company are parties to that certain Master Full Service Lease Agreement, dated as of March 15, 2005 and effective as of October 1, 2002 (the "KCSRC Master"), as supplemented by that certain Rider No. 09, made as of March 20, 2007, a memorandum of which was assigned STB recordation number 25991-G and by that certain Rider No. 11, made as of March 20, 2007, a memorandum of which was assigned STB recordation number 25991-I (as amended, modified, supplement, restated or extended, collectively, the "KCSRC Riders" and such KCSRC Riders, incorporating the terms of the KCSRC Master, being hereinafter referred to as the "KCSRC Lease" and together with the ADM Lease and the NSRC Lease, the "Leases").

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 Leases 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 Leases 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.

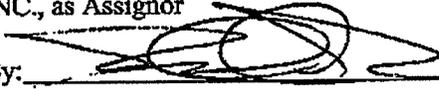
4. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of New York.

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.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the first date herein above written.

THE CIT GROUP/EQUIPMENT FINANCING,
INC., as Assignor

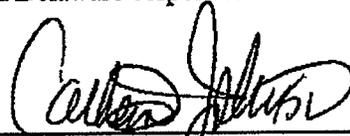
By: 

Name: Richard A. Rossi

Title: Director

STATE OF IL)
COUNTY OF Cook) ss:

The foregoing Assignment Agreement was acknowledged before me, the undersigned Notary Public, in the County of Cook this 31st day of July, 2012 by Richard A Rossi, a Director of THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation.



Notary Public

My commission expires:

[Notarial Seal]



IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the first date herein above written.

THE CIT GROUP/CORPORATE AVIATION,
INC., as Assignee

By: 

Name: Richard A. Rossi

Title: Director

STATE OF IL
COUNTY OF Cook ss:

The foregoing Assignment Agreement was acknowledged before me, the undersigned Notary Public, in the County of Cook this 31st day of July, 2012 by Richard A Rossi, a Director of THE CIT GROUP/ CORPORATE AVIATION, INC., a Delaware corporation.





Notary Public

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: 7/31/12

Edward M Luria
Edward M. Luria