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OF COUNSEL
URBAN A LESTER

December 21, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of December 20, 2007, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Seller: General Electric Railcar Services Corporation
161 North Clark Street, 7th Floor
Chicago, IL 60601

Buyer: Infinity Rail II, LLC
c/o Infinity Asset Management, LLC (as
Manager)
1355 Peachtree Street,
Suite 750 - South Tower
Atlanta, GA 30308

RECORDATION NO. 27287 FILED

DEC 21 '07 -10 3 0 AM

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams
December 21, 2007
Page 2

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

121 railcars: EEC 10197, EEC 10200, GMRC 25044, GMRC 50053, FGLK 26090 and within the series AGR 1432 - AGR 5542 and GMRC 7100 - GMRC 7191, as more particularly set forth in the 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 \$35.00 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/sem
Enclosures

DEC 21 '07 -10 30 AM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 16, 2007 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Infinity Rail II, LLC, a Georgia limited liability company (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December __, 2007 (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. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.
2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations (other than the Retained Interest), to the extent arising on or after the Closing Date, under each of the following as they relate to each unit:
 - (a) the Lease;
 - (b) Per Diem Lease Agreement 0136-92-01 dated as of August 1, 1998 between the Seller and the Lessee; and
 - (c) Amendment No. 1 executed on October 21, 2003 by the Lessee and on November 24, 2003 by the Seller ((a), (b) and (c) collectively, the "Operative Agreements").

Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations (other than the Retained Interest), to the extent arising on or after the Closing Date, of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements (except for purposes related to the Seller's role as Record Keeper) and each reference in the Operative Agreements to the Seller (other than references to the Seller as the Record Keeper) shall be deemed to mean the Buyer; it being understood and

agreed that with respect to the Retained Interest the Lessee has designated the Seller as the Record Keeper under each Lease and only the Lessee has the right to designate a Record Keeper other than the Seller. The Seller, in respect of the period on and after the Closing Date, is released of all obligations (other than the Retained Interest) of the Seller under the Operative Agreements.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the 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: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: (i) the railcars described in Schedule 1 to this Agreement together with (ii) every part, accessory, component and any equipment installed therein or attached thereto, except for any that have been installed or attached by the Lessee or other user of the Equipment and have not become property of the lessor pursuant to the Lease as of the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Lease: Schedule No. 28 dated October 1, 2007 between the Seller and the Lessee.

Lessee: Alabama & Gulf Coast Railway, LLC.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements (other than the Retained Interest).

Record Keeper: as defined in Section 7 of the Master Lease. The Seller is the Record Keeper under the Lease.

Retained Interest: the Seller's role as "Record Keeper" (as defined in Section 7 of the Master Lease) and the Seller's "Record Keeping" (as defined in Section 7 of the Master Lease) rights and obligations, in each case as set forth in Section 7 of the Master Lease.

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

6. **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 9.5 of the Purchase Agreement.

7. **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.

8. **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.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

10. 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.

11. Recordation. The Seller and the Buyer agree to record this Agreement with the Surface Transportation Board to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

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

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: 
Name: Mark A. Stefani
Title: Vice President

INFINITY RAIL II, LLC

By: **Infinity Asset Management, LLC,
as Manager**

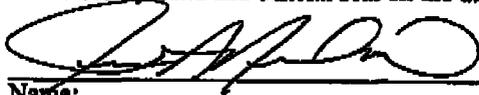
By: Jeffrey E. Edelman, Vice President

State of Illinois }
County of Cook }

On this, the 20th day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Mark Stefan, a V.P. of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, 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.




Name: _____
Notary Public

My Commission Expires: 2-20-10
Residing in: Cook Co.

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

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: _____
Name: _____
Title: _____

INFINITY RAIL II, LLC

By: **Infinity Asset Management, LLC,**
as Manager

By:  _____
Jeffrey E. Edelman, Vice President

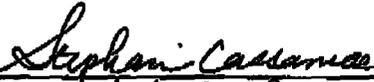
State of Georgia

County of Fulton

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On this, the 20th day of December, 2007, before me, a Notary Public with authority to act in any county in the State of Georgia, personally appeared Jeffrey E. Edelman, a Vice President of Infinity Asset Management, LLC, the Manager of Infinity Rail II, LLC, who acknowledged himself to be a duly authorized officer of Infinity Asset Management, LLC, the Manager of Infinity Rail II, 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.


Name: Stephanie Cassamas
Notary Public

My Commission Expires: _____
Residing in: DeKalb County, Georgia
My Commission Expires Aug-2, 2009

EXHIBIT I
to Assignment and Assumption Agreement

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Infinity Rail II, LLC ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of December __, 2007, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December __, 2007, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

**Schedule 1
to Purchase Agreement**

(List of Equipment and Purchase Price per Unit)

Cars leased to Alabama & Gulf Coast Railway, LLC pursuant to Schedule No. 28:

Description: Plate C 50' Cushioned 70T Boxcars

Quantity: 121

Reporting marks, identifying numbers and Purchase Price per Unit:

Unit		AAR	
Count	Lessee	Reporting Marks	
1	Alabama & Gulf Coast Railway, LLC	AGR	1432
2	Alabama & Gulf Coast Railway, LLC	AGR	1495
3	Alabama & Gulf Coast Railway, LLC	AGR	1500
4	Alabama & Gulf Coast Railway, LLC	AGR	1504
5	Alabama & Gulf Coast Railway, LLC	AGR	1507
6	Alabama & Gulf Coast Railway, LLC	AGR	1511
7	Alabama & Gulf Coast Railway, LLC	AGR	1512
8	Alabama & Gulf Coast Railway, LLC	AGR	1513
9	Alabama & Gulf Coast Railway, LLC	AGR	1516
10	Alabama & Gulf Coast Railway, LLC	AGR	1519
11	Alabama & Gulf Coast Railway, LLC	AGR	1520
12	Alabama & Gulf Coast Railway, LLC	AGR	1782
13	Alabama & Gulf Coast Railway, LLC	AGR	1785
14	Alabama & Gulf Coast Railway, LLC	AGR	1786
15	Alabama & Gulf Coast Railway, LLC	AGR	1787
16	Alabama & Gulf Coast Railway, LLC	AGR	1788
17	Alabama & Gulf Coast Railway, LLC	AGR	1789
18	Alabama & Gulf Coast Railway, LLC	AGR	1790
19	Alabama & Gulf Coast Railway, LLC	AGR	1791
20	Alabama & Gulf Coast Railway, LLC	AGR	1792
21	Alabama & Gulf Coast Railway, LLC	AGR	1793
22	Alabama & Gulf Coast Railway, LLC	AGR	1794
23	Alabama & Gulf Coast Railway, LLC	AGR	1795
24	Alabama & Gulf Coast Railway, LLC	AGR	1798
25	Alabama & Gulf Coast Railway, LLC	AGR	1827
26	Alabama & Gulf Coast Railway, LLC	AGR	1829
27	Alabama & Gulf Coast Railway, LLC	AGR	1830
28	Alabama & Gulf Coast Railway, LLC	AGR	1831
29	Alabama & Gulf Coast Railway, LLC	AGR	1832
30	Alabama & Gulf Coast Railway, LLC	AGR	1833
31	Alabama & Gulf Coast Railway, LLC	AGR	1834
32	Alabama & Gulf Coast Railway, LLC	AGR	2200
33	Alabama & Gulf Coast Railway, LLC	AGR	2259
34	Alabama & Gulf Coast Railway, LLC	AGR	2271
35	Alabama & Gulf Coast Railway, LLC	AGR	3271
36	Alabama & Gulf Coast Railway, LLC	AGR	5403
37	Alabama & Gulf Coast Railway, LLC	AGR	5404
38	Alabama & Gulf Coast Railway, LLC	AGR	5418
39	Alabama & Gulf Coast Railway, LLC	AGR	5434
40	Alabama & Gulf Coast Railway, LLC	AGR	5437
41	Alabama & Gulf Coast Railway, LLC	AGR	5447

42	Alabama & Gulf Coast Railway, LLC	AGR	5471
43	Alabama & Gulf Coast Railway, LLC	AGR	5487
44	Alabama & Gulf Coast Railway, LLC	AGR	5489
45	Alabama & Gulf Coast Railway, LLC	AGR	5494
46	Alabama & Gulf Coast Railway, LLC	AGR	5495
47	Alabama & Gulf Coast Railway, LLC	AGR	5499
48	Alabama & Gulf Coast Railway, LLC	AGR	5504
49	Alabama & Gulf Coast Railway, LLC	AGR	5516
50	Alabama & Gulf Coast Railway, LLC	AGR	5518
51	Alabama & Gulf Coast Railway, LLC	AGR	5542
52	Alabama & Gulf Coast Railway, LLC	GMRC	7100
53	Alabama & Gulf Coast Railway, LLC	GMRC	7101
54	Alabama & Gulf Coast Railway, LLC	GMRC	7102
55	Alabama & Gulf Coast Railway, LLC	GMRC	7103
56	Alabama & Gulf Coast Railway, LLC	GMRC	7104
57	Alabama & Gulf Coast Railway, LLC	GMRC	7105
58	Alabama & Gulf Coast Railway, LLC	GMRC	7106
59	Alabama & Gulf Coast Railway, LLC	GMRC	7107
60	Alabama & Gulf Coast Railway, LLC	GMRC	7108
61	Alabama & Gulf Coast Railway, LLC	GMRC	7109
62	Alabama & Gulf Coast Railway, LLC	GMRC	7110
63	Alabama & Gulf Coast Railway, LLC	GMRC	7112
64	Alabama & Gulf Coast Railway, LLC	GMRC	7113
65	Alabama & Gulf Coast Railway, LLC	GMRC	7114
66	Alabama & Gulf Coast Railway, LLC	GMRC	7115
67	Alabama & Gulf Coast Railway, LLC	GMRC	7116
68	Alabama & Gulf Coast Railway, LLC	GMRC	7117
69	Alabama & Gulf Coast Railway, LLC	GMRC	7118
70	Alabama & Gulf Coast Railway, LLC	GMRC	7119
71	Alabama & Gulf Coast Railway, LLC	GMRC	7120
72	Alabama & Gulf Coast Railway, LLC	GMRC	7122
73	Alabama & Gulf Coast Railway, LLC	GMRC	7126
74	Alabama & Gulf Coast Railway, LLC	GMRC	7127
75	Alabama & Gulf Coast Railway, LLC	GMRC	7130
76	Alabama & Gulf Coast Railway, LLC	GMRC	7132
77	Alabama & Gulf Coast Railway, LLC	GMRC	7133
78	Alabama & Gulf Coast Railway, LLC	GMRC	7134
79	Alabama & Gulf Coast Railway, LLC	GMRC	7136
80	Alabama & Gulf Coast Railway, LLC	GMRC	7137
81	Alabama & Gulf Coast Railway, LLC	GMRC	7139
82	Alabama & Gulf Coast Railway, LLC	GMRC	7141
83	Alabama & Gulf Coast Railway, LLC	GMRC	7142
84	Alabama & Gulf Coast Railway, LLC	GMRC	7144
85	Alabama & Gulf Coast Railway, LLC	GMRC	7146
86	Alabama & Gulf Coast Railway, LLC	GMRC	7147
87	Alabama & Gulf Coast Railway, LLC	GMRC	7148
88	Alabama & Gulf Coast Railway, LLC	GMRC	7149
89	Alabama & Gulf Coast Railway, LLC	GMRC	7150
90	Alabama & Gulf Coast Railway, LLC	GMRC	7151
91	Alabama & Gulf Coast Railway, LLC	GMRC	7152
92	Alabama & Gulf Coast Railway, LLC	GMRC	7155
93	Alabama & Gulf Coast Railway, LLC	GMRC	7156
94	Alabama & Gulf Coast Railway, LLC	GMRC	7157
95	Alabama & Gulf Coast Railway, LLC	GMRC	7159
96	Alabama & Gulf Coast Railway, LLC	GMRC	7161

97	Alabama & Gulf Coast Railway, LLC	GMRC	7163
98	Alabama & Gulf Coast Railway, LLC	GMRC	7164
99	Alabama & Gulf Coast Railway, LLC	GMRC	7166
100	Alabama & Gulf Coast Railway, LLC	GMRC	7169
101	Alabama & Gulf Coast Railway, LLC	GMRC	7170
102	Alabama & Gulf Coast Railway, LLC	GMRC	7172
103	Alabama & Gulf Coast Railway, LLC	GMRC	7176
104	Alabama & Gulf Coast Railway, LLC	GMRC	7177
105	Alabama & Gulf Coast Railway, LLC	GMRC	7178
106	Alabama & Gulf Coast Railway, LLC	GMRC	7179
107	Alabama & Gulf Coast Railway, LLC	GMRC	7180
108	Alabama & Gulf Coast Railway, LLC	GMRC	7181
109	Alabama & Gulf Coast Railway, LLC	GMRC	7182
110	Alabama & Gulf Coast Railway, LLC	GMRC	7183
111	Alabama & Gulf Coast Railway, LLC	GMRC	7184
112	Alabama & Gulf Coast Railway, LLC	GMRC	7185
113	Alabama & Gulf Coast Railway, LLC	GMRC	7186
114	Alabama & Gulf Coast Railway, LLC	GMRC	7188
115	Alabama & Gulf Coast Railway, LLC	GMRC	7190
116	Alabama & Gulf Coast Railway, LLC	GMRC	7191
117	Alabama & Gulf Coast Railway, LLC	BEC	10197
118	Alabama & Gulf Coast Railway, LLC	BEC	10200
119	Alabama & Gulf Coast Railway, LLC	GMRC	25044
120	Alabama & Gulf Coast Railway, LLC	PGLK	26090
121	Alabama & Gulf Coast Railway, LLC	GMRC	50053

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: 12/21/07



Robert W. Alvord