

RECORDATION NO. 26032-A FILED

DEC 19 '05 3-06 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

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E-MAIL alvordlaw@aol.com

December 19, 2005

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 16, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease being filed with the Board under Recordation Number 26032.

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

Seller: General Electric Railcar Services Corporation
161 North Clark Street
Chicago, Illinois 60601

Buyer: Infinity Rail, LLC
817 West Peachtree Street, Suite M110
Atlanta, Georgia 30308

Mr. Vernon A. Williams
December 19, 2005
Page 2

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

117 railcars within the series NAHX 11019 - NAHX 65059, NAHX 475397 - NAHX 490289 and NAHX 800172 - NAHX 800608 as more particularly set forth in the equipment schedule attached to the document, and NAHX 172493.

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 \$33.00 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/anm
Enclosures

DEC 19 '05

3-06 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT SURFACE TRANSPORTATION BOARD**(Mosaic Fertilizer, LLC)**

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 16, 2005 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Infinity Rail, 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 16, 2005 (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, 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) that certain Car Leasing Agreement 0369-3, dated February 20, 1985, between the Seller and Agrico Chemical Company;

(c) that certain Assignment and Assumption Agreement, dated as of October 8, 1993, and effective as of July 1, 1993, among the Seller, Agrico Chemical Company and IMC-Agrico Company; and

(d) that certain Amendment No. 1 to Car Leasing Agreement 4240-83, dated January 11, 1994, between the Seller and IMC-Agrico Company ((a), (b), (c) and (d) 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, 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 and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations 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: the units of equipment listed on Schedule 1 hereto.

Lease: that certain Rider No. 9 to Car Leasing Agreement No. 4240-83, dated as of November 1, 2005, between the Seller, as lessor, and Mosaic Fertilizer, LLC, as lessee, which incorporates by reference that certain Car Leasing Agreement No. 0369-3, dated as of February 20, 1985, between the Seller and Agrico Chemical Company, as assigned in part to IMC-Agrico Company and renumbered as contract number 4240-83 by that certain Assignment and Assumption Agreement, dated as of October 8, 1993, among the Seller, Agrico Chemical Company and IMC-Agrico Company, and as amended by that certain Amendment No. 1 dated January 11, 1994 between the Seller and IMC-Agrico Company.

Lessee: Mosaic Fertilizer, 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.

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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: J. Nicholas Muday
Name: J. Nicholas Muday
Title: Vice President

INFINITY RAIL, LLC

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

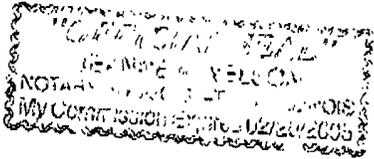
By: _____
Jeffrey E. Edelman, Vice President

State of ILLINOIS)

County of COOK)

On this, the 15 day of December, 2005, before me, a Notary Public in and for said County and State, personally appeared James N. Muday, a Vice President 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.



A handwritten signature in cursive script, appearing to read "Jeanne A. Nelson", written over a horizontal line.

Name: Jeanne A. Nelson
Notary Public

My Commission Expires: February 20, 2006
Residing in: Cook County

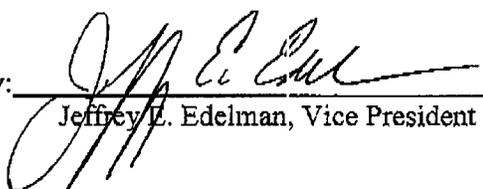
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: _____
Name: J. Nicholas Muday
Title: Vice President

INFINITY RAIL, LLC

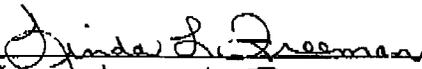
**By: Infinity Asset Management, LLC,
as Manager**

By:  _____
Jeffrey L. Edelman, Vice President

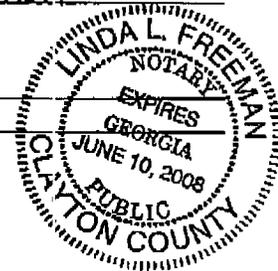
State of Georgia)
)
County of Fulton)

On this, the 16 day of December, 2005, before me, a Notary Public in and for said County and State, personally appeared Jeffrey E. Edelman, a Vice President of Infinity Asset Management, LLC, the Manager of Infinity Rail, LLC, who acknowledged himself to be a duly authorized officer of Infinity Asset Management, LLC, the Manager of Infinity Rail, 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: Linda L. Freeman
Notary Public

My Commission Expires: _____
Residing in: _____



Schedule 1

Description: 4750 cubic foot gravity hoppers

Quantity: 117

Reporting marks and identifying numbers:

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR</u>	
		<u>Reporting</u>	<u>Mark</u>
1	Mosaic Fertilizer, LLC	NAHX	11019
2	Mosaic Fertilizer, LLC	NAHX	12168
3	Mosaic Fertilizer, LLC	NAHX	15678
4	Mosaic Fertilizer, LLC	NAHX	15688
5	Mosaic Fertilizer, LLC	NAHX	15717
6	Mosaic Fertilizer, LLC	NAHX	15729
7	Mosaic Fertilizer, LLC	NAHX	15735
8	Mosaic Fertilizer, LLC	NAHX	15738
9	Mosaic Fertilizer, LLC	NAHX	15739
10	Mosaic Fertilizer, LLC	NAHX	15759
11	Mosaic Fertilizer, LLC	NAHX	15775
12	Mosaic Fertilizer, LLC	NAHX	15778
13	Mosaic Fertilizer, LLC	NAHX	15792
14	Mosaic Fertilizer, LLC	NAHX	15794
15	Mosaic Fertilizer, LLC	NAHX	15808
16	Mosaic Fertilizer, LLC	NAHX	15814
17	Mosaic Fertilizer, LLC	NAHX	49139
18	Mosaic Fertilizer, LLC	NAHX	49152
19	Mosaic Fertilizer, LLC	NAHX	49197
20	Mosaic Fertilizer, LLC	NAHX	49498
21	Mosaic Fertilizer, LLC	NAHX	50360
22	Mosaic Fertilizer, LLC	NAHX	52836
23	Mosaic Fertilizer, LLC	NAHX	52889
24	Mosaic Fertilizer, LLC	NAHX	53003
25	Mosaic Fertilizer, LLC	NAHX	53055
26	Mosaic Fertilizer, LLC	NAHX	53089
27	Mosaic Fertilizer, LLC	NAHX	53097
28	Mosaic Fertilizer, LLC	NAHX	53126

29	Mosaic Fertilizer, LLC	NAHX	53175
30	Mosaic Fertilizer, LLC	NAHX	53179
31	Mosaic Fertilizer, LLC	NAHX	53222
32	Mosaic Fertilizer, LLC	NAHX	53274
33	Mosaic Fertilizer, LLC	NAHX	53285
34	Mosaic Fertilizer, LLC	NAHX	53298
35	Mosaic Fertilizer, LLC	NAHX	53326
36	Mosaic Fertilizer, LLC	NAHX	53347
37	Mosaic Fertilizer, LLC	NAHX	53349
38	Mosaic Fertilizer, LLC	NAHX	53358
39	Mosaic Fertilizer, LLC	NAHX	53932
40	Mosaic Fertilizer, LLC	NAHX	54347
41	Mosaic Fertilizer, LLC	NAHX	54498
42	Mosaic Fertilizer, LLC	NAHX	55306
43	Mosaic Fertilizer, LLC	NAHX	56161
44	Mosaic Fertilizer, LLC	NAHX	56164
45	Mosaic Fertilizer, LLC	NAHX	56179
46	Mosaic Fertilizer, LLC	NAHX	57336
47	Mosaic Fertilizer, LLC	NAHX	57472
48	Mosaic Fertilizer, LLC	NAHX	63470
49	Mosaic Fertilizer, LLC	NAHX	63607
50	Mosaic Fertilizer, LLC	NAHX	63730
51	Mosaic Fertilizer, LLC	NAHX	64038
52	Mosaic Fertilizer, LLC	NAHX	64085
53	Mosaic Fertilizer, LLC	NAHX	64105
54	Mosaic Fertilizer, LLC	NAHX	64124
55	Mosaic Fertilizer, LLC	NAHX	64289
56	Mosaic Fertilizer, LLC	NAHX	65059
57	Mosaic Fertilizer, LLC	NAHX	172493
58	Mosaic Fertilizer, LLC	NAHX	475397
59	Mosaic Fertilizer, LLC	NAHX	477432
60	Mosaic Fertilizer, LLC	NAHX	477525
61	Mosaic Fertilizer, LLC	NAHX	477616
62	Mosaic Fertilizer, LLC	NAHX	477705
63	Mosaic Fertilizer, LLC	NAHX	477706

64	Mosaic Fertilizer, LLC	NAHX	477719
65	Mosaic Fertilizer, LLC	NAHX	477728
66	Mosaic Fertilizer, LLC	NAHX	477733
67	Mosaic Fertilizer, LLC	NAHX	477734
68	Mosaic Fertilizer, LLC	NAHX	477742
69	Mosaic Fertilizer, LLC	NAHX	477749
70	Mosaic Fertilizer, LLC	NAHX	477756
71	Mosaic Fertilizer, LLC	NAHX	477966
72	Mosaic Fertilizer, LLC	NAHX	478415
73	Mosaic Fertilizer, LLC	NAHX	478499
74	Mosaic Fertilizer, LLC	NAHX	479631
75	Mosaic Fertilizer, LLC	NAHX	479762
76	Mosaic Fertilizer, LLC	NAHX	480056
77	Mosaic Fertilizer, LLC	NAHX	480362
78	Mosaic Fertilizer, LLC	NAHX	480383
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80	Mosaic Fertilizer, LLC	NAHX	481061
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83	Mosaic Fertilizer, LLC	NAHX	481083
84	Mosaic Fertilizer, LLC	NAHX	481091
85	Mosaic Fertilizer, LLC	NAHX	482071
86	Mosaic Fertilizer, LLC	NAHX	482173
87	Mosaic Fertilizer, LLC	NAHX	482522
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89	Mosaic Fertilizer, LLC	NAHX	483199
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91	Mosaic Fertilizer, LLC	NAHX	484478
92	Mosaic Fertilizer, LLC	NAHX	484967
93	Mosaic Fertilizer, LLC	NAHX	485068
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99	Mosaic Fertilizer, LLC	NAHX	487355
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101	Mosaic Fertilizer, LLC	NAHX	487431
102	Mosaic Fertilizer, LLC	NAHX	487848
103	Mosaic Fertilizer, LLC	NAHX	487870
104	Mosaic Fertilizer, LLC	NAHX	487932
105	Mosaic Fertilizer, LLC	NAHX	487948
106	Mosaic Fertilizer, LLC	NAHX	488464
107	Mosaic Fertilizer, LLC	NAHX	488507
108	Mosaic Fertilizer, LLC	NAHX	488523
109	Mosaic Fertilizer, LLC	NAHX	488621
110	Mosaic Fertilizer, LLC	NAHX	488653
111	Mosaic Fertilizer, LLC	NAHX	488709
112	Mosaic Fertilizer, LLC	NAHX	490235
113	Mosaic Fertilizer, LLC	NAHX	490260
114	Mosaic Fertilizer, LLC	NAHX	490289
115	Mosaic Fertilizer, LLC	NAHX	800172
116	Mosaic Fertilizer, LLC	NAHX	800487
117	Mosaic Fertilizer, LLC	NAHX	800608

EXHIBIT I

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, 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 __, 2005, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December __, 2005, between Seller and Buyer.

General Electric Railcar Services Corporation

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

Schedule 1
(to Form of Bill of Sale)

Description: 4750 cubic foot gravity hoppers

Quantity: 117

Reporting marks and identifying numbers:

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR</u>	
		<u>Reporting</u>	<u>Mark</u>
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70	Mosaic Fertilizer, LLC	NAHX	477756
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78	Mosaic Fertilizer, LLC	NAHX	480383
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98	Mosaic Fertilizer, LLC	NAHX	488445
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103	Mosaic Fertilizer, LLC	NAHX	487870
104	Mosaic Fertilizer, LLC	NAHX	487932
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108	Mosaic Fertilizer, LLC	NAHX	488523
109	Mosaic Fertilizer, LLC	NAHX	488621
110	Mosaic Fertilizer, LLC	NAHX	488653
111	Mosaic Fertilizer, LLC	NAHX	488709
112	Mosaic Fertilizer, LLC	NAHX	490235
113	Mosaic Fertilizer, LLC	NAHX	490260
114	Mosaic Fertilizer, LLC	NAHX	490289
115	Mosaic Fertilizer, LLC	NAHX	800172
116	Mosaic Fertilizer, LLC	NAHX	800497
117	Mosaic Fertilizer, LLC	NAHX	800608

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:

12/19/05



Robert W. Alvord