

RECORDATION NO. 26531-A FILED

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AUG 29 '06 11-08 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

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

August 28, 2006

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 August 28, 2006, 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 26531.

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

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

Buyer: Infinity Rail, LLC  
c/o Infinity Asset Management, LLC (as  
Manager)  
817 West Peachtree Street, Suite M110  
Atlanta, GA 30308

Mr. Vernon A. Williams  
August 28, 2006  
Page 2

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

99 hopper cars: NAHX 97133 and 98 cars within the series NIHX 50251 – NIHX 51121 as more particularly set forth in the attachment 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 \$34.00 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

AUG 29 '06 11-08 AM  
ASSIGNMENT AND ASSUMPTION AGREEMENT  
SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of August 28, 2006 (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 August 28, 2006 (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 it relates to each unit:

- (a) the Lease; and
- (b) that certain Car Leasing Agreement 2811-76 dated April 1, 1998 between Seller and Lessee ((a) and (b) together, 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:** (i) the equipment 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 a Lessee or other user of the Equipment and have not become property of the lessor pursuant to the applicable Lease as of the Closing Date. Individually each railcar is referred to as a "unit" or "unit of Equipment."

**Lease:** that certain Rider No. 2 Renewal No. 2 between Seller (incorrectly identified in the document as "General Electric Rail Services Corporation") as lessor and Lessee as lessee, executed on behalf of Lessee on April 21, 2005 and on behalf of Seller on April 21, 2005, which incorporates provisions of: (i) Rider No. 2 dated November 13, 1998 between Lessee as lessee and Seller as lessor (executed on behalf of Lessee on May 25, 1999 and on behalf of Seller on March 15, 1999) (which Rider No. 2 had previously been renewed by Rider No. 2, Renewal No. 1 dated March 19, 2002, between Lessee as lessee and Seller as lessor, executed on behalf of Lessee on April 3, 2002 and on behalf of Seller on June 5, 2002) and (ii) Car Leasing Agreement 2811-76 dated April 1, 1998 between Seller as lessor and Lessee as lessee; all of the foregoing, together with any and all exhibits, schedules, amendments, addenda, supplements, instruments, guarantees, and other agreements related thereto.

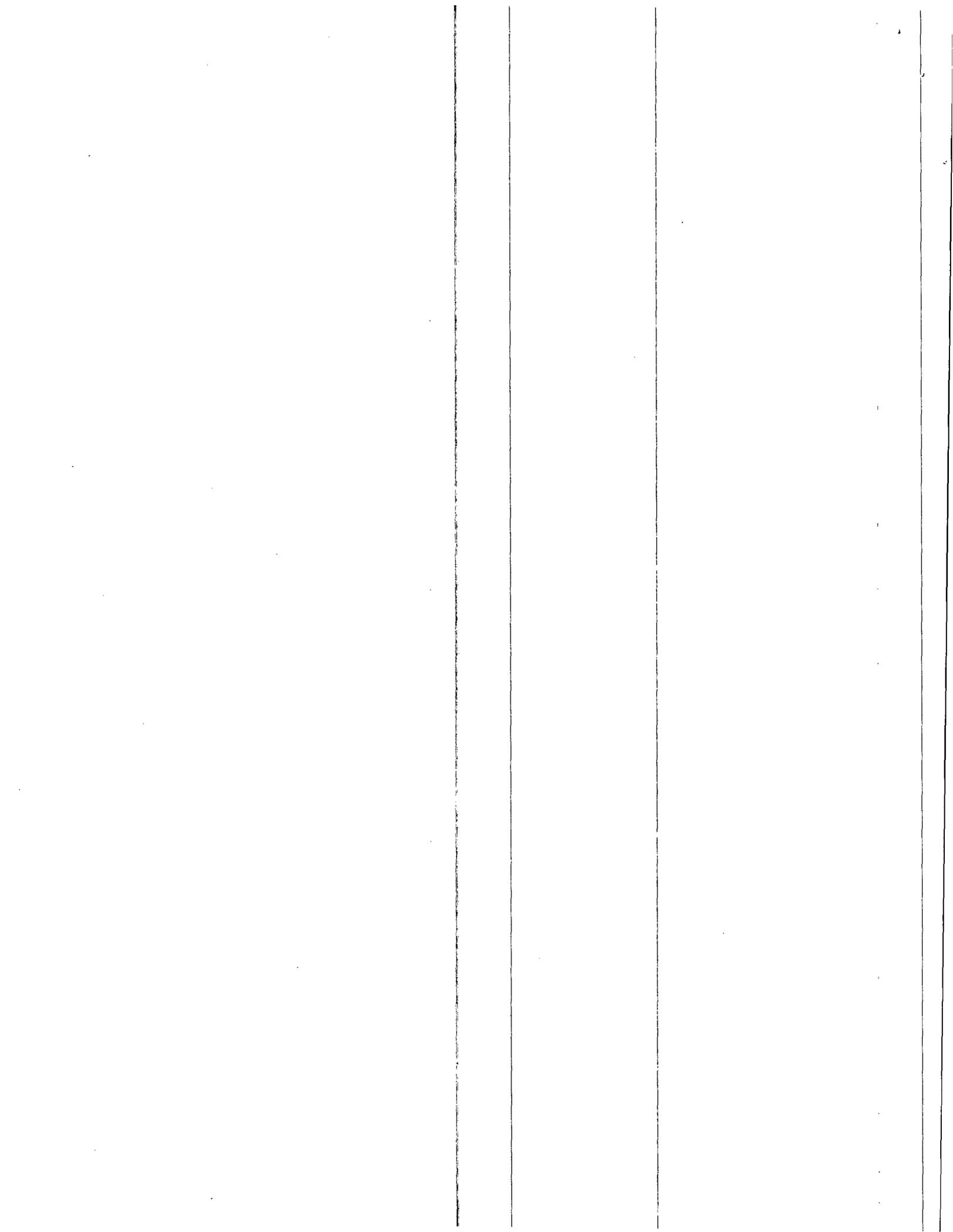
**Lessee:** Ferrocarril Mexicano, S.A. de C.V., a United Mexican States corporation.

**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.



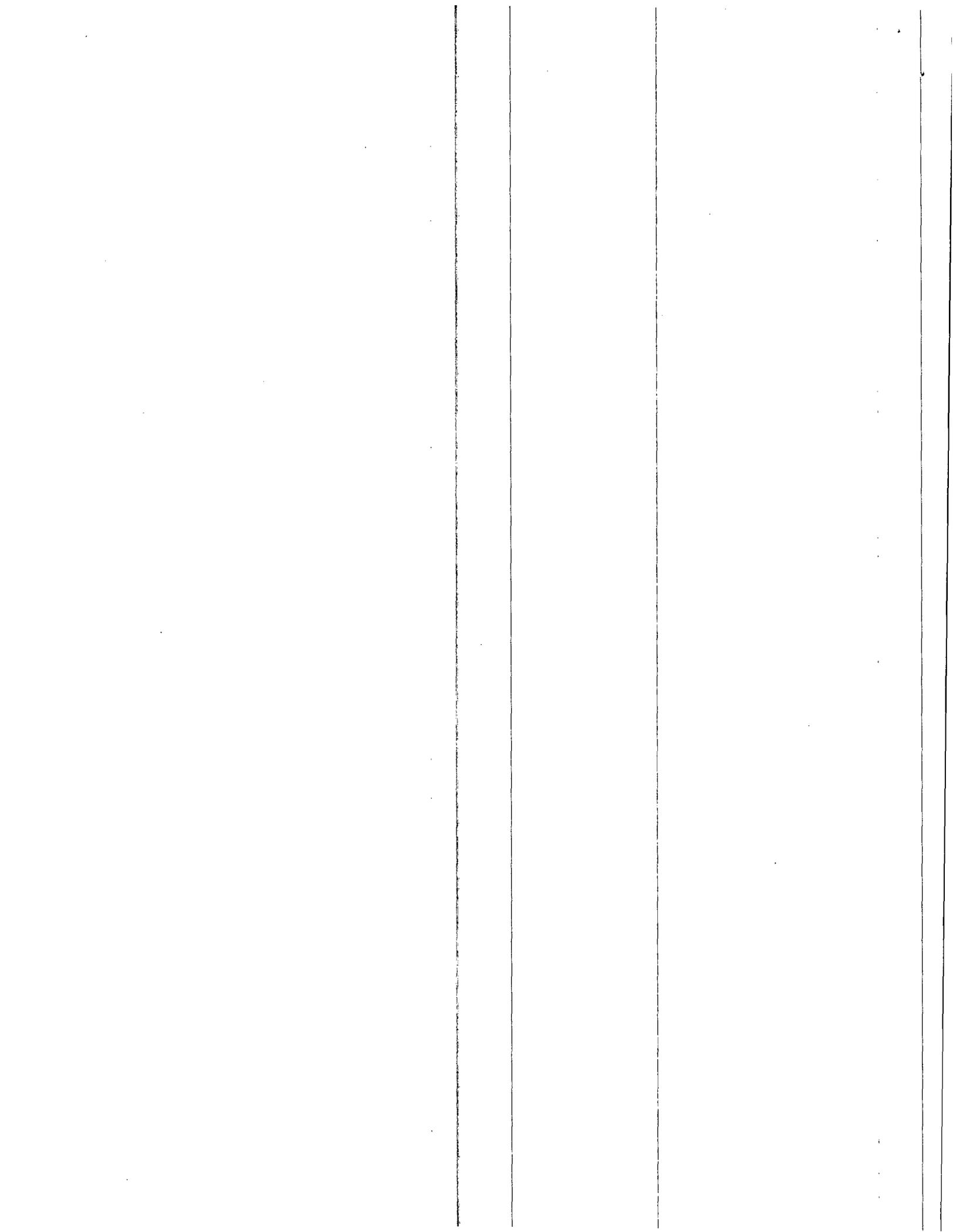
8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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.

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.

*[Remainder of Page 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:   
Name: Mark A. Stefani  
Title: Vice President

**INFINITY RAIL, LLC**

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

By: \_\_\_\_\_  
Jeffrey E. Edelman, Vice President

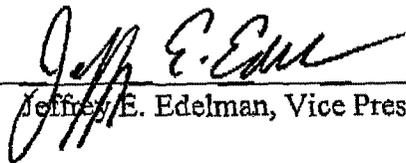
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES CORPORATION**

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

**INFINITY RAIL, LLC**

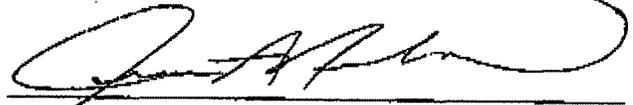
By: **Infinity Asset Management, LLC,**  
as Manager

By:  \_\_\_\_\_  
Jeffrey E. Edelman, Vice President

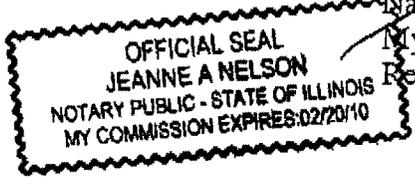
State of ILLINOIS            )  
  )  
County of COOK                )

On this, the 12<sup>th</sup> day of July, 2006, before me, a Notary Public in and for said County and State, personally appeared Mark A. Stefani, 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.



Name: Jeanne A. Nelson, Notary Public  
My Commission Expires: 2-20-10  
Residing in: Cook County



State of Georgia

County of DeKalb



On this, the 12<sup>th</sup> day of July, 2006, 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, 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.

Stephanie Cassamas  
Name: Stephanie Cassamas  
Notary Public

My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_

Notary Public, DeKalb County, Georgia  
My Commission Expires Aug. 2, 2008

**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, 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 August \_\_, 2006, between Seller and Buyer, and the Assignment and Assumption Agreement, dated August \_\_, 2006, between Seller and Buyer.

General Electric Railcar Services Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Schedule 1**  
**to Assignment and Assumption Agreement**

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR</u>	
		<u>Reporting</u>	<u>Mark</u>
1	Ferrocarril Mexicano SA DE CV	NIHX	50251
2	Ferrocarril Mexicano SA DE CV	NIHX	50260
3	Ferrocarril Mexicano SA DE CV	NIHX	50263
4	Ferrocarril Mexicano SA DE CV	NIHX	50267
5	Ferrocarril Mexicano SA DE CV	NIHX	50272
6	Ferrocarril Mexicano SA DE CV	NIHX	50274
7	Ferrocarril Mexicano SA DE CV	NIHX	50275
8	Ferrocarril Mexicano SA DE CV	NIHX	50278
9	Ferrocarril Mexicano SA DE CV	NIHX	50281
10	Ferrocarril Mexicano SA DE CV	NIHX	50323
11	Ferrocarril Mexicano SA DE CV	NIHX	50357
12	Ferrocarril Mexicano SA DE CV	NIHX	50372
13	Ferrocarril Mexicano SA DE CV	NIHX	50389
14	Ferrocarril Mexicano SA DE CV	NIHX	50390
15	Ferrocarril Mexicano SA DE CV	NIHX	50404
16	Ferrocarril Mexicano SA DE CV	NIHX	50418
17	Ferrocarril Mexicano SA DE CV	NIHX	50429
18	Ferrocarril Mexicano SA DE CV	NIHX	50439
19	Ferrocarril Mexicano SA DE CV	NIHX	50442
20	Ferrocarril Mexicano SA DE CV	NIHX	50447
21	Ferrocarril Mexicano SA DE CV	NIHX	50449
22	Ferrocarril Mexicano SA DE CV	NIHX	50468
23	Ferrocarril Mexicano SA DE CV	NIHX	50469
24	Ferrocarril Mexicano SA DE CV	NIHX	50470
25	Ferrocarril Mexicano SA DE CV	NIHX	50471
26	Ferrocarril Mexicano SA DE CV	NIHX	50472
27	Ferrocarril Mexicano SA DE CV	NIHX	50473
28	Ferrocarril Mexicano SA DE CV	NIHX	50474
29	Ferrocarril Mexicano SA DE CV	NIHX	50475
30	Ferrocarril Mexicano SA DE CV	NIHX	50476
31	Ferrocarril Mexicano SA DE CV	NIHX	50477
32	Ferrocarril Mexicano SA DE CV	NIHX	50478
33	Ferrocarril Mexicano SA DE CV	NIHX	50479
34	Ferrocarril Mexicano SA DE CV	NIHX	50480
35	Ferrocarril Mexicano SA DE CV	NIHX	50481
36	Ferrocarril Mexicano SA DE CV	NIHX	50482
37	Ferrocarril Mexicano SA DE CV	NIHX	50483
38	Ferrocarril Mexicano SA DE CV	NIHX	50485
39	Ferrocarril Mexicano SA DE CV	NIHX	50486
40	Ferrocarril Mexicano SA DE CV	NIHX	50862
41	Ferrocarril Mexicano SA DE CV	NIHX	50863
42	Ferrocarril Mexicano SA DE CV	NIHX	50872
43	Ferrocarril Mexicano SA DE CV	NIHX	50876
44	Ferrocarril Mexicano SA DE CV	NIHX	50877
45	Ferrocarril Mexicano SA DE CV	NIHX	50879
46	Ferrocarril Mexicano SA DE CV	NIHX	50880
47	Ferrocarril Mexicano SA DE CV	NIHX	50883
48	Ferrocarril Mexicano SA DE CV	NIHX	50885
49	Ferrocarril Mexicano SA DE CV	NIHX	50887
50	Ferrocarril Mexicano SA DE CV	NIHX	50889
51	Ferrocarril Mexicano SA DE CV	NIHX	50890

52	Ferrocarril Mexicano SA DE CV	NIHX	50896
53	Ferrocarril Mexicano SA DE CV	NIHX	50906
54	Ferrocarril Mexicano SA DE CV	NIHX	50908
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72	Ferrocarril Mexicano SA DE CV	NIHX	50996
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75	Ferrocarril Mexicano SA DE CV	NIHX	51022
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82	Ferrocarril Mexicano SA DE CV	NIHX	51054
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85	Ferrocarril Mexicano SA DE CV	NIHX	51061
86	Ferrocarril Mexicano SA DE CV	NIHX	51062
87	Ferrocarril Mexicano SA DE CV	NIHX	51069
88	Ferrocarril Mexicano SA DE CV	NIHX	51071
89	Ferrocarril Mexicano SA DE CV	NIHX	51081
90	Ferrocarril Mexicano SA DE CV	NIHX	51087
91	Ferrocarril Mexicano SA DE CV	NIHX	51091
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93	Ferrocarril Mexicano SA DE CV	NIHX	51096
94	Ferrocarril Mexicano SA DE CV	NIHX	51098
95	Ferrocarril Mexicano SA DE CV	NIHX	51107
96	Ferrocarril Mexicano SA DE CV	NIHX	51110
97	Ferrocarril Mexicano SA DE CV	NIHX	51119
98	Ferrocarril Mexicano SA DE CV	NIHX	51121
99	Ferrocarril Mexicano SA DE CV	NAHX	97133

**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: August 28, 2006



Edward M. Luria