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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. 27288 FILED

DEC 21 '07 - 10 30 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:

291 railcars: NAHX 801047 and within the series TFM 84000 - TFM 84671, as more particularly set forth in the schedule attached to the document.

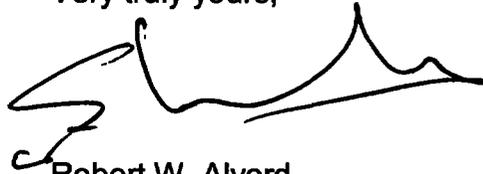
A short summary of the document to appear in the index is:

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,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a stylized, cursive script.

Robert W. Alvord

RWA/sem
Enclosures

DEC 21 '07 -10 30 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 29, 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 June 29, 2007 (the "Purchase Agreement"), providing for the purchase of the Transferred 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 Transferred 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 the Lease as it relates to each unit of Transferred Equipment.

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 Lease. The Buyer further agrees that, effective on and after the Closing Date, the administration of the Lease shall be subject to the terms and conditions of the Lease Administration and Agency Agreement. The Seller, in respect of the Transferred Equipment, for the period on and after the Closing Date, is released of all obligations of the Seller under the Lease.

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.

Lease: Rider 3 dated June, 23, 2003, between the Seller and the Lessee (as successor in interest to TFM, S.A. de C.V.) which incorporates the terms of Car Leasing Agreement 2089-76, dated as of September 1, 1997 between the Seller and the Lessee (as successor in interest to TFM, S.A. de C.V.).

Lessee: Kansas City Southern de Mexico, S. de R.L. de C.V.

Transferred 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 Transferred 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 Transferred Equipment").

Transferred Ownership Interest: the Seller's rights, title and interest in and to the Transferred Equipment and the Seller's rights and obligations under the Lease with respect to the Transferred Equipment.

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, the Lease Administration and Agency 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 with respect to the Transferred Equipment.

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 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 27th day of June, 2007, before me, a Notary Public in and for said County and State, personally appeared Mark 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: February 20, 2010
Residing in Cook County



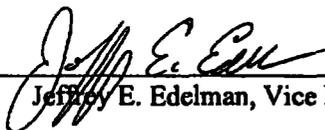
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: _____
Name:
Title:

INFINITY RAIL II, LLC

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

By:  _____
Jeffrey E. Edelman, Vice President

State of Georgia)
)
County of Fulton)

On this, the 28th day of June, 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.

Stephanie Cassamas
Name: Stephanie Cassamas
Notary Public

My Commission Expires: _____
Residing in: _____

Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2009

EXHIBIT I
to Assignment and Assumption Agreement

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 June 29, 2007, between Seller and Buyer, and the Assignment and Assumption Agreement, dated June 29, 2007, between Seller and Buyer, and the Lease Administration and Agency Agreement, between Seller and Buyer, and the Assignment and Assumption Agreement, dated June 29, 2007.

General Electric Railcar Services Corporation

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

**Schedule 1
to Bill of Sale**

List of Equipment

Description: Gravity Hopper cars, with a cubic capacity of 4740 - 4785

Quantity: 291

Reporting marks per Unit:

<u>Unit Count</u>	<u>AAR</u>	
	<u>Reporting Mark</u>	
1	TFM	84000
2	TFM	84001
3	TFM	84002
4	TFM	84003
5	TFM	84004
6	TFM	84005
7	TFM	84006
8	TFM	84007
9	TFM	84008
10	TFM	84009
11	TFM	84010
12	TFM	84011
13	TFM	84012
14	TFM	84013
15	TFM	84014
16	TFM	84015
17	TFM	84016
18	TFM	84017
19	TFM	84018
20	TFM	84019
21	TFM	84020
22	TFM	84021
23	TFM	84022
24	TFM	84023
25	TFM	84024
26	TFM	84025
27	TFM	84026
28	TFM	84027
29	TFM	84028
30	TFM	84029
31	TFM	84030
32	TFM	84031
33	TFM	84032

AAR

<u>Unit</u>		
<u>Count</u>	<u>Reporting</u>	<u>Mark</u>
34	TFM	84033
35	TFM	84034
36	TFM	84035
37	TFM	84036
38	TFM	84037
39	TFM	84038
40	TFM	84039
41	TFM	84040
42	TFM	84041
43	TFM	84042
44	TFM	84043
45	TFM	84044
46	TFM	84045
47	TFM	84046
48	TFM	84047
49	TFM	84060
50	TFM	84079
51	TFM	84080
52	TFM	84081
53	TFM	84082
54	TFM	84083
55	TFM	84084
56	TFM	84085
57	TFM	84086
58	TFM	84087
59	TFM	84088
60	TFM	84089
61	TFM	84091
62	TFM	84092
63	TFM	84093
64	TFM	84094
65	TFM	84095
66	TFM	84098
67	TFM	84099
68	TFM	84100
69	TFM	84101
70	TFM	84102
71	TFM	84103
72	TFM	84104
73	TFM	84105
74	TFM	84106
75	TFM	84107
76	TFM	84108
77	TFM	84109
78	TFM	84110
79	TFM	84111
80	TFM	84112

AAR

<u>Unit</u>		
<u>Count</u>	<u>Reporting</u>	<u>Mark</u>
81	TFM	84113
82	TFM	84114
83	TFM	84115
84	TFM	84116
85	TFM	84117
86	TFM	84118
87	TFM	84119
88	TFM	84120
89	TFM	84121
90	TFM	84122
91	TFM	84123
92	TFM	84124
93	TFM	84125
94	TFM	84126
95	TFM	84127
96	TFM	84128
97	TFM	84129
98	TFM	84130
99	TFM	84131
100	TFM	84132
101	TFM	84134
102	TFM	84135
103	TFM	84136
104	TFM	84137
105	TFM	84138
106	TFM	84139
107	TFM	84140
108	TFM	84141
109	TFM	84142
110	TFM	84143
111	TFM	84144
112	TFM	84145
113	TFM	84146
114	TFM	84147
115	TFM	84148
116	TFM	84149
117	TFM	84151
118	TFM	84152
119	TFM	84153
120	TFM	84154
121	TFM	84155
122	TFM	84156
123	TFM	84157
124	TFM	84158
125	TFM	84159
126	TFM	84160
127	TFM	84161

AAR

<u>Unit</u>		
<u>Count</u>	<u>Reporting</u>	<u>Mark</u>
128	TFM	84162
129	TFM	84163
130	TFM	84164
131	TFM	84165
132	TFM	84166
133	TFM	84167
134	TFM	84168
135	TFM	84169
136	TFM	84170
137	TFM	84171
138	TFM	84173
139	TFM	84174
140	TFM	84177
141	TFM	84178
142	TFM	84179
143	TFM	84180
144	TFM	84181
145	TFM	84182
146	TFM	84183
147	TFM	84184
148	TFM	84185
149	TFM	84186
150	TFM	84187
151	TFM	84188
152	TFM	84189
153	TFM	84190
154	TFM	84191
155	TFM	84192
156	TFM	84193
157	TFM	84195
158	TFM	84196
159	TFM	84197
160	TFM	84198
161	TFM	84199
162	TFM	84200
163	TFM	84201
164	TFM	84234
165	TFM	84374
166	TFM	84375
167	TFM	84377
168	TFM	84378
169	TFM	84379
170	TFM	84380
171	TFM	84381
172	TFM	84382
173	TFM	84383
174	TFM	84384

AAR

<u>Unit</u>		
<u>Count</u>	<u>Reporting</u>	<u>Mark</u>
175	TFM	84385
176	TFM	84386
177	TFM	84387
178	TFM	84388
179	TFM	84389
180	TFM	84390
181	TFM	84391
182	TFM	84392
183	TFM	84393
184	TFM	84394
185	TFM	84395
186	TFM	84396
187	TFM	84397
188	TFM	84398
189	TFM	84399
190	TFM	84400
191	TFM	84401
192	TFM	84402
193	TFM	84403
194	TFM	84404
195	TFM	84405
196	TFM	84406
197	TFM	84407
198	TFM	84408
199	TFM	84409
200	TFM	84410
201	TFM	84411
202	TFM	84412
203	TFM	84414
204	TFM	84415
205	TFM	84416
206	TFM	84417
207	TFM	84418
208	TFM	84419
209	TFM	84420
210	TFM	84421
211	TFM	84422
212	TFM	84423
213	TFM	84424
214	TFM	84425
215	TFM	84426
216	TFM	84427
217	TFM	84428
218	TFM	84429
219	TFM	84430
220	TFM	84431
221	TFM	84432

AAR

<u>Unit</u>		
<u>Count</u>	<u>Reporting</u>	<u>Mark</u>
222	TFM	84442
223	TFM	84443
224	TFM	84444
225	TFM	84445
226	TFM	84446
227	TFM	84447
228	TFM	84448
229	TFM	84449
230	TFM	84460
231	TFM	84462
232	TFM	84463
233	TFM	84477
234	TFM	84488
235	TFM	84489
236	TFM	84490
237	TFM	84491
238	TFM	84493
239	TFM	84522
240	TFM	84523
241	TFM	84524
242	TFM	84525
243	TFM	84526
244	TFM	84527
245	TFM	84528
246	TFM	84529
247	TFM	84530
248	TFM	84531
249	TFM	84533
250	TFM	84534
251	TFM	84535
252	TFM	84536
253	TFM	84537
254	TFM	84538
255	TFM	84539
256	TFM	84540
257	TFM	84541
258	TFM	84542
259	TFM	84543
260	TFM	84544
261	TFM	84545
262	TFM	84546
263	TFM	84547
264	TFM	84548
265	TFM	84549
266	TFM	84598
267	TFM	84599
268	TFM	84600

AAR

<u>Unit</u>		
<u>Count</u>	<u>Reporting Mark</u>	
269	TFM	84601
270	TFM	84602
271	TFM	84603
272	TFM	84604
273	TFM	84609
274	TFM	84610
275	TFM	84613
276	TFM	84614
277	TFM	84615
278	TFM	84619
279	TFM	84622
280	TFM	84630
281	TFM	84657
282	TFM	84658
283	TFM	84659
284	TFM	84660
285	TFM	84661
286	TFM	84662
287	TFM	84663
288	TFM	84669
289	TFM	84670
290	TFM	84671
291	NAHX	801047

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