RECORDATION NO 30452-A
FILED
November 6, 2012 04:20 PM
SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

November 6, 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 a Memorandum of Assignment of Leases, dated as of November 6, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement previously filed with the Board under Recordation Number 30452.

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

Former Lessor
Assignor: Infinity Rail, LLC
1355 Peachtree Street
Suite 750 - South Tower
Atlanta, GA 30309

[Successor Lessor/
Assignee: Flagship Rail Services, LLC
300 South Riverside Plaza, Suite 1925
Chicago, IL 60606]

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

112 covered hopper railcars: NAHX 15778, 15792, 53347, 63730 and 488653 within the series IFRX 11019 - IFRX 800172 as more particularly set forth in the attachment to the document.

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

Memorandum of Assignment of Leases.

Also enclosed is a check in the amount of $42.00 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

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**Memorandum of Assignment of Leases**

Infinity Rail, LLC, a Georgia limited liability company ("Infinity"), has assigned to Flagship Rail Services, LLC, a Delaware limited liability company ("FRS"), and FRS has accepted and assumed, all of Infinity's rights and obligations under each lease (and guaranty, if any, to the extent relating to the lease) identified on Schedule 1 hereto, in each case to the extent relating to periods on and after November 6, 2012. Each lease relates to the indicated railcars listed on Schedule 2 hereto.

The addresses of the parties to the assignment are:

Former Lessor / Assignor:

Infinity Rail, LLC
c/o Infinity Transportation, LLC
1355 Peachtree Street
Suite 750 – South Tower
Atlanta, GA 30309
Attn: Jeffrey E. Edelman

Successor Lessor / Assignee:

Flagship Rail Services, LLC
300 South Riverside Plaza
Suite 1925
Chicago, IL 60606
Attn: Jeff Wilkison/Tim Stevens

This memorandum may be signed in any number of counterparts (and by different parties on separate counterparts) with the same effect as if all parties hereto had signed the same document. All counterparts taken together shall constitute one memorandum. A signature page transmitted by email as a pdf image or by facsimile transmission will have the same effect as an original signature page.

[Signature Page Follows]

Witness the parties' signatures.

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

By: _____
Jeffrey E. Edelman, President

State of Georgia, County of Fulton

On November 2, 2012, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn says that he is President of Infinity Asset Management, LLC, Manager of Infinity Rail, LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said entity.

_____
Notary Public
My commission expires: 8/12/13

[NOTARIAL SEAL]

SARAH WILDE
MY COMMISSION EXPIRES
AUG. 12, 2013
DEKALB CO., GEORGIA
NOTARY PUBLIC

**Flagship Rail Services, LLC**

By: _____
Name: Eugene T. Henneberry
Title: Chief Executive Officer

State of Illinois, County of Cook

On _____, 2012, before me personally appeared Eugene T. Henneberry to me personally known, who being by me duly sworn says that he is Chief Executive Officer of Flagship Rail Services, LLC and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said entity.

_____
Notary Public
My commission expires:

[NOTARIAL SEAL]

Witness the parties' signatures.

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

By: _____
Jeffrey E. Edelman, President

State of Georgia, County of Fulton

On _____, 2012, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn says that he is President of Infinity Asset Management, LLC, Manager of Infinity Rail, LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said entity.

_____
Notary Public
My commission expires:

[NOTARIAL SEAL]

**Flagship Rail Services, LLC**

By: _____
Name: Eugene T. Henneberry
Title: Chief Executive Officer

State of Illinois, County of Cook

On November 2, 2012, before me personally appeared Eugene T. Henneberry to me personally known, who being by me duly sworn says that he is Chief Executive Officer of Flagship Rail Services, LLC and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said entity.

_____
Notary Public
My commission expires: 10/26/15

[NOTARIAL SEAL]

OFFICIAL SEAL
TERI L. CERVONE
Notary Public, State of Illinois
My Commission Expires
October 26, 2015

Schedule 1

Leases

A. Lease documents for railcars leased to Mosaic Crop Nutrition LLC (Infinity Deal 927):

(i) Master Lease Agreement dated December 1, 2010 between Infinity Rail, LLC as lessor and Mosaic Crop Nutrition, LLC as lessee.

(ii) Schedule No. 1 dated December 1, 2010 between Infinity Rail, LLC and Mosaic Crop Nutrition, LLC.

B. Lease documents for railcars leased to Armstrong World Industries, Inc. (Infinity Deal 1193):

(i) Lease Agreement dated June 9, 2010 between Infinity Rail, LLC as lessor and Armstrong World Industries, Inc., as lessee.

C. Lease documents for railcars leased to Berry Energy Services, Inc. (Infinity Deal 1338):

(i) Master Lease Agreement dated June 21, 2011 between Infinity Rail II LLC, as lessor and Berry Energy Services, Inc. as lessee.

(ii) Schedule No. 2 dated September __, 2011 between Infinity Rail, LLC, as lessor and Berry Energy Services, Inc. as lessee.

Schedule 2

Cars

A. Railcars leased to Mosaic Crop Nutrition, LLC (Infinity Deal 927):

One hundred twelve (112) railcars (4750 cubic foot, 100-ton, 263 GRL covered hoppers with trough hatches and gravity gates), bearing the following reporting marks and road numbers:

| Count | Mark | Num | | Count | Mark | Num | | Count | Mark | Num |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | IFRX | 11019 | | 39 | IFRX | 63607 | | 77 | IFRX | 485074 |
| 2 | IFRX | 12168 | | 40 | NAHX | 63730 | | 78 | IFRX | 485346 |
| 3 | IFRX | 15678 | | 41 | IFRX | 64038 | | 79 | IFRX | 485405 |
| 4 | IFRX | 15688 | | 42 | IFRX | 64085 | | 80 | IFRX | 486445 |
| 5 | IFRX | 15717 | | 43 | IFRX | 64105 | | 81 | IFRX | 487355 |
| 6 | IFRX | 15729 | | 44 | IFRX | 64124 | | 82 | IFRX | 487418 |
| 7 | IFRX | 15735 | | 45 | IFRX | 475397 | | 83 | IFRX | 487431 |
| 8 | IFRX | 15738 | | 46 | IFRX | 477432 | | 84 | IFRX | 487848 |
| 9 | IFRX | 15739 | | 47 | IFRX | 477525 | | 85 | IFRX | 487870 |
| 10 | IFRX | 15759 | | 48 | IFRX | 477615 | | 86 | IFRX | 487932 |
| 11 | IFRX | 15775 | | 49 | IFRX | 477705 | | 87 | IFRX | 487948 |
| 12 | NAHX | 15778 | | 50 | IFRX | 477706 | | 88 | IFRX | 488464 |
| 13 | NAHX | 15792 | | 51 | IFRX | 477719 | | 89 | IFRX | 488507 |
| 14 | IFRX | 15794 | | 52 | IFRX | 477728 | | 90 | IFRX | 488523 |
| 15 | IFRX | 15808 | | 53 | IFRX | 477733 | | 91 | IFRX | 488621 |
| 16 | IFRX | 15814 | | 54 | IFRX | 477734 | | 92 | NAHX | 488653 |
| 17 | IFRX | 50360 | | 55 | IFRX | 477742 | | 93 | IFRX | 488709 |
| 18 | IFRX | 53097 | | 56 | IFRX | 477749 | | 94 | IFRX | 490235 |
| 19 | IFRX | 53126 | | 57 | IFRX | 477756 | | 95 | IFRX | 490260 |
| 20 | IFRX | 53175 | | 58 | IFRX | 477966 | | 96 | IFRX | 490289 |
| 21 | IFRX | 53179 | | 59 | IFRX | 478415 | | 97 | IFRX | 800497 |
| 22 | IFRX | 53222 | | 60 | IFRX | 478499 | | 98 | IFRX | 800608 |
| 23 | IFRX | 53274 | | 61 | IFRX | 479631 | | 99 | IFRX | 52889 |
| 24 | IFRX | 53285 | | 62 | IFRX | 479762 | | 100 | IFRX | 53003 |
| 25 | IFRX | 53298 | | 63 | IFRX | 480056 | | 101 | IFRX | 53055 |
| 26 | NAHX | 53347 | | 64 | IFRX | 480362 | | 102 | IFRX | 53089 |
| 27 | IFRX | 53349 | | 65 | IFRX | 481081 | | 103 | IFRX | 53326 |
| 28 | IFRX | 53358 | | 66 | IFRX | 481083 | | 104 | IFRX | 64289 |
| 29 | IFRX | 53932 | | 67 | IFRX | 481091 | | 105 | IFRX | 65059 |
| 30 | IFRX | 54347 | | 68 | IFRX | 482071 | | 106 | IFRX | 172493 |
| 31 | IFRX | 54498 | | 69 | IFRX | 482173 | | 107 | IFRX | 480383 |
| 32 | IFRX | 55306 | | 70 | IFRX | 482522 | | 108 | IFRX | 480968 |
| 33 | IFRX | 56161 | | 71 | IFRX | 482606 | | 109 | IFRX | 481061 |
| 34 | IFRX | 56164 | | 72 | IFRX | 483199 | | 110 | IFRX | 481073 |
| 35 | IFRX | 56179 | | 73 | IFRX | 483540 | | 111 | IFRX | 800172 |
| 36 | IFRX | 57336 | | 74 | IFRX | 484478 | | 112 | IFRX | 485396 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 37 | IFRX | 57472 | | 75 | IFRX | 484967 | | | | |
| 38 | IFRX | 63470 | | 76 | IFRX | 485068 | | | | |

B. Railcars leased to Armstrong World Industries, Inc. (Infinity Deal 1193):

Sixteen (16) railcars (100-ton, 263 GRL, 4750 cubic foot covered hoppers with trough hatches and gravity gates), bearing the following reporting marks and road numbers:

| Unit # | Car Mark | Car Number |
|---|---|---|
| 1 | IFRX | 21509 |
| 2 | IFRX | 21517 |
| 3 | IFRX | 21531 |
| 4 | IFRX | 21538 |
| 5 | IFRX | 21551 |
| 6 | IFRX | 21555 |
| 7 | IFRX | 21560 |
| 8 | IFRX | 21568 |
| 9 | IFRX | 21575 |
| 10 | IFRX | 21578 |
| 11 | IFRX | 21584 |
| 12 | IFRX | 21585 |
| 13 | IFRX | 21588 |
| 14 | IFRX | 21592 |
| 15 | IFRX | 21603 |
| 16 | IFRX | 21612 |

C. Railcars leased to Berry Energy Services, Inc. (Infinity Deal 1338):

Twelve (12) railcars (100-ton, 263,000 gross rail loading, 4750 cubic foot covered hoppers with trough hatches and gravity gates), bearing the following reporting marks and road numbers:

| Count | Car Mark | Car Number |
|---|---|---|
| 1 | IFRX | 16035 |
| 2 | IFRX | 16036 |
| 3 | IFRX | 70906 |
| 4 | IFRX | 70923 |
| 5 | IFRX | 70924 |
| 6 | IFRX | 70928 |
| 7 | IFRX | 70936 |
| 8 | IFRX | 70954 |
| 9 | IFRX | 70968 |
| 10 | IFRX | 70970 |
| 11 | IFRX | 357192 |
| 12 | IFRX | 357231 |

## Reporting Marks – Off-Lease Railcars

| Count | Mark | Num | | Count | Mark | Num |
|---|---|---|---|---|---|---|
| 1 | AEPX | 88014 | | 39 | AEPX | 88122 |
| 2 | AEPX | 88015 | | 40 | AEPX | 88124 |
| 3 | AEPX | 88016 | | 41 | AEPX | 88125 |
| 4 | AEPX | 88017 | | 42 | AEPX | 88126 |
| 5 | AEPX | 88018 | | 43 | AEPX | 88127 |
| 6 | AEPX | 88001 | | 44 | AEPX | 88128 |
| 7 | AEPX | 88002 | | 45 | AEPX | 88129 |
| 8 | AEPX | 88003 | | 46 | AEPX | 88130 |
| 9 | AEPX | 88005 | | 47 | AEPX | 88131 |
| 10 | AEPX | 88006 | | 48 | AEPX | 88132 |
| 11 | AEPX | 88007 | | 49 | AEPX | 88133 |
| 12 | AEPX | 88008 | | 50 | AEPX | 88134 |
| 13 | AEPX | 88009 | | 51 | AEPX | 88135 |
| 14 | AEPX | 88010 | | 52 | AEPX | 88136 |
| 15 | AEPX | 88011 | | 53 | AEPX | 88137 |
| 16 | AEPX | 88012 | | 54 | AEPX | 88138 |
| 17 | AEPX | 88013 | | 55 | AEPX | 88139 |
| 18 | AEPX | 88101 | | 56 | AEPX | 88140 |
| 19 | AEPX | 88102 | | | | |
| 20 | AEPX | 88103 | | | | |
| 21 | AEPX | 88104 | | | | |
| 22 | AEPX | 88105 | | | | |
| 23 | AEPX | 88106 | | | | |
| 24 | AEPX | 88107 | | | | |
| 25 | AEPX | 88108 | | | | |
| 26 | AEPX | 88109 | | | | |
| 27 | AEPX | 88110 | | | | |
| 28 | AEPX | 88111 | | | | |
| 29 | AEPX | 88112 | | | | |
| 30 | AEPX | 88113 | | | | |
| 31 | AEPX | 88114 | | | | |
| 32 | AEPX | 88115 | | | | |
| 33 | AEPX | 88116 | | | | |
| 34 | AEPX | 88117 | | | | |
| 35 | AEPX | 88118 | | | | |
| 36 | AEPX | 88119 | | | | |
| 37 | AEPX | 88120 | | | | |
| 38 | AEPX | 88121 | | | | |

## 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: 11/6/12

Edward M Luria

Edward M. Luria