

RECORDATION NO 30562

FILED

December 19, 2012 04:00 PM

ALVORD AND ALVORD SURFACE TRANSPORTATION BOARD

ATTORNEYS AT LAW

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

OF COUNSEL
URBAN A. LESTER

December 19, 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 an Assignment and Assumption Agreement, dated as of December 1, 2012, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Assignors/Sellers: Infinity Rail, LLC
Infinity Rail II, LLC
1355 Peachtree St.
Suite 750-South Tower
Atlanta, GA 30309

Assignee/Buyer: Midwest Railcar Corporation
4949 Autumn Oaks Drive
Maryville, IL 62062

Section Chief
December 19, 2012
Page 2

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

50 covered hopper railcars: IFRX 10009, IFRX 10026, IFRX 70918, IFRX 70945 and within the series IFRX 21000 – IFRX 21633 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 \$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

Assignment and Assumption Agreement

Assignment and Assumption Agreement (this "Agreement") entered into as of December 1, 2012 between Infinity Rail, LLC, a Georgia limited liability company ("IR"), and Infinity Rail II, LLC, a Georgia limited liability company ("IR II") (each of IR and IR II individually a "Seller" and both collectively "Sellers"), and Midwest Railcar Corporation, an Illinois corporation ("Buyer"). The parties agree as follows:

This Agreement is being entered into in connection with the consummation of the transactions pursuant to the Purchase Agreement dated as of December 1, 2012 between Sellers and Buyer (the "Purchase Agreement"). Sellers are the lessor parties to the lease pursuant to the Lease. As clarification, Sellers state: The Lease is a co-lessor arrangement between IR and IR II, where they have leased the Cars to the lessee pursuant to a single lease agreement in which only IR is named as lessor. The Cars are not co-owned. Rather, IR and IR II share a single lease agreement, to lease to the lessee their separately owned Cars (Schedule 1 hereto indicates which of the Cars are owned by IR and which of the Cars are owned by IR II). In effect, the company named in the lease documents as lessor (IR) is leasing the other company's (IR II's) Cars to the lessee as agent for the other company. In other words, IR is the lessor for itself as to the Cars that it owns and as agent for IR II as to the Cars that IR II owns. There is no written agreement between IR and IR II concerning that agency arrangement.

1. Assignment and Assumption of Lease. On and subject to the provisions of the Purchase Agreement, each Seller hereby assigns to Buyer, and Buyer hereby accepts and assumes, all of Seller's rights and obligations under the Lease and any other Operative Agreements to the extent related to periods on or after December 1, 2012.

2. Definitions. For purposes of this Agreement: (i) "Cars" means the railcars described in Schedule 1 hereto; (ii) "Lease" means the lease described in Schedule 2 hereto; (iii) "Operative Agreements" means the Lease documents and any other documents listed as Operative Agreements in Schedule 2 hereto.

3. Miscellaneous. This Agreement 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 shall be construed together and shall constitute one agreement. A signature page transmitted by email as a pdf image or by facsimile transmission will have the same effect as an original signature page.

[Execution on next page]

[Signature page for Assignment and Assumption Agreement]

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]

INFINITY RAIL II, 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 II, 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]

Midwest Railcar Corporation

By: Richard M. Folio
Name: RICHARD M. FOLIO
Title: EXECUTIVE VICE PRESIDENT

State of Maryland ^{City} County of Baltimore

On _____, 2012, before me personally appeared Richard M. Folio, to me personally known, who being by me duly sworn says that he is Executive Vice President of Midwest Railcar Corporation and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said entity.

Henryka W. Gryc Craig
Notary Public
My commission expires:

[NOTARIAL SEAL]

HENRYKA W. GRYC CRAIG
NOTARY PUBLIC STATE OF MARYLAND
County of Baltimore
My Commission Expires September 20, 2005
7/8/14

[Signature page for Assignment and Assumption Agreement]

Witness the parties' signatures.

INFINITY RAIL, LLC

By Infinity Asset Management, LLC as Manager

By: *Jeffrey E. Edelman*
Jeffrey E. Edelman, President

State of Georgia, County of Fulton

On December 13 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.

Stephanie M. Castagna
Notary Public
My commission expires: _____

[NOTARIAL SEAL]

INFINITY RAIL II, LLC
By Infinity Asset Management, LLC as Manager

By: *Jeffrey E. Edelman*
Jeffrey E. Edelman, President

State of Georgia, County of Fulton

On December 13 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 II, LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said entity.

Stephanie M. Castagna
Notary Public
My commission expires: 8/13/13

[NOTARIAL SEAL]

Midwest Railcar Corporation

By: _____
Name: _____
Title: _____

State of _____, County of _____

On _____, 2012, before me personally appeared Richard M. Folio, to me personally known, who being by me duly sworn says that he is Executive Vice President of Midwest Railcar Corporation 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]

Schedule 1
(to Assignment and Assumption Agreement)

Railcars:

Description of Cars: used 4750 cu. ft. 100-ton covered hopper railcars

Quantity (number of Cars): Fifty (50)

Reporting marks and road numbers:

Cars owned by IR (6):			Cars owned by IR II (44) (Count 7 – 50):					
Count	Mark	Num	Count	Mark	Num	Count	Mark	Num
1	IFRX	21565	7	IFRX	10009	29	IFRX	21281
2	IFRX	21566	8	IFRX	10025	30	IFRX	21282
3	IFRX	21623	9	IFRX	21000	31	IFRX	21298
4	IFRX	21633	10	IFRX	21017	32	IFRX	21299
5	IFRX	70918	11	IFRX	21023	33	IFRX	21346
6	IFRX	70945	12	IFRX	21035	34	IFRX	21375
			13	IFRX	21040	35	IFRX	21390
			14	IFRX	21053	36	IFRX	21400
			15	IFRX	21058	37	IFRX	21404
			16	IFRX	21078	38	IFRX	21412
			17	IFRX	21086	39	IFRX	21414
			18	IFRX	21087	40	IFRX	21415
			19	IFRX	21120	41	IFRX	21445
			20	IFRX	21141	42	IFRX	21446
			21	IFRX	21149	43	IFRX	21447
			22	IFRX	21189	44	IFRX	21452
			23	IFRX	21191	45	IFRX	21453
			24	IFRX	21194	46	IFRX	21457
			25	IFRX	21199	47	IFRX	21468
			26	IFRX	21235	48	IFRX	21471
			27	IFRX	21249	49	IFRX	21475
			28	IFRX	21266	50	IFRX	21485

Schedule 2
(to Assignment and Assumption Agreement)

Operative Agreements; Lessee

Lessee: Carmeuse Lime, Inc.

Lease: the lease between Infinity Rail, LLC ("IR") as lessor and Carmeuse Lime, Inc. ("Carmeuse") as lessee, pursuant to the following documents:

1. Schedule No. 3 dated June 22, 2011 between IR as lessor and Carmeuse as lessee [the signature space identifies the lessor as Infinity Rail II, LLC]
2. Master Lease Agreement dated November 1, 2006 between IR and Carmeuse (solely to the extent it relates to the above-referenced Schedule No. 3)

Other Operative Agreements: none.

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: 12/19/12

Edward M Luria
Edward M. Luria