

December 19, 2012 04:00 PM

ALVORD AND ALVORD SURFACE TRANSPORTATION BOARD

ATTORNEYS AT LAW

1050 SEVENTEENTH STREET, N.W.

SUITE 301

WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

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 secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 27258.

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

Assignor/Seller: Infinity Rail, 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:

15 covered hopper railcars within the series IFRX 302162 – IFRX 354682 as more particularly set forth in the attachment to the document.

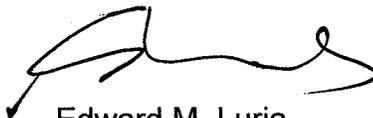
A short summary of the document to appear in the index is:

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,

A handwritten signature in black ink, appearing to read 'Edward M. Luria', with a stylized flourish at the end.

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 ("Seller"), 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 Seller and Buyer (the "Purchase Agreement").

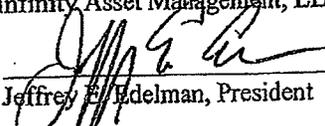
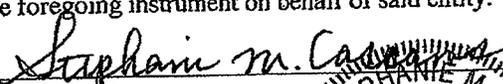
1. Assignment and Assumption of Lease. On and subject to the provisions of the Purchase Agreement, Seller hereby assigns to Buyer, and Buyer hereby accepts and assumes, all of Seller's rights and obligations under the Lease and all other Operative Agreements to the extent related to periods on or after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

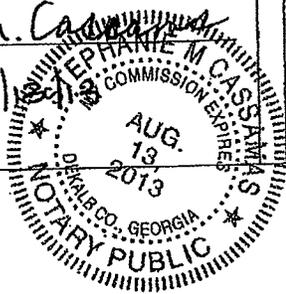
2. Definitions. For purposes of this Agreement: (i) "Cars" means the railcars described in Schedule 1 hereto; (ii) "Lease" means the lease described in Schedule 2 hereto; (iii) "Operative Agreements" means the Lease documents and any other documents listed as Operative Agreements in Schedule 2 hereto.

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.

RECORDATION NO 27285-F
FILED
December 19, 2012 04:00 PM
SURFACE TRANSPORTATION BOARD

Witness the parties' signatures.

INFINITY RAIL II, LLC By Infinity Asset Management, LLC as Manager By:  Jeffrey E. Edelman, President	MIDWEST RAILCAR CORPORATION By: _____ Richard M. Folio, Executive Vice President
State of Georgia, County of Fulton On <u>December 13</u> , 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: <u>8/13/13</u> [NOTARIAL SEAL]	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]



Witness the parties' signatures.

<p>INFINITY RAIL II, LLC By Infinity Asset Management, LLC as Manager</p> <p>By: _____ Jeffrey E. Edelman, President</p>	<p>MIDWEST RAILCAR CORPORATION</p> <p>By:  Richard M. Folio, Executive Vice President</p>
<p>State of Georgia, County of Fulton</p> <p>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.</p> <p>_____ Notary Public My commission expires:</p> <p>[NOTARIAL SEAL]</p>	<p>State of Maryland ^{City} County of <u>Baltimore</u></p> <p>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.</p> <p> Notary Public My commission expires:</p> <p>[NOTARIAL SEAL]</p>

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

Schedule 1
(to Assignment and Assumption Agreement)

Railcars:

Description: used 4427 – 4650 cu. ft., 100-ton, covered hopper railcars

Quantity (number of cars): fourteen (14)

Reporting marks and road numbers:

Count	Mark	Num
1	IFRX	302162
2	IFRX	309909
3	IFRX	311081
4	IFRX	311305
5	IFRX	314766
6	IFRX	323816
7	IFRX	350705
8	IFRX	350754
9	IFRX	350878
10	IFRX	354397
11	IFRX	354450
12	IFRX	354459
13	IFRX	354593
14	IFRX	354682

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. 1 dated November 1, 2006 between IR as lessor and Carmeuse as lessee.
2. Master Lease Agreement dated November 1, 2006 between IR and Carmeuse solely to the extent it relates to the above-referenced Schedule No. 1 (as amended by the amendments listed below))
3. "Amendment to Lease" dated November 19, 2007 between IR (for itself and, with respect to 60 cars as indicated therein, as agent for Infinity Rail II, LLC) as lessor and Carmeuse as lessee
4. "Amendment #2 to Lease" dated February 7, 2012 between IR as lessor and Carmeuse as lessee
5. "Amendment #3 to Lease" dated November 21, 2012 between IR as lessor and Carmeuse as lessee

Other Operative Agreements:

Memorandum of Lease filed with the Surface Transportation Board (STB) on 12/07/07 under STB recordation no. 27258

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