

December 19, 2012 04:00 PM

ALVORD AND ALVORD SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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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 27285.

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

Assignor/Seller: 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:

58 covered hopper railcars within the series IFRX 306919 – IFRX 380820 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 II, 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").

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.

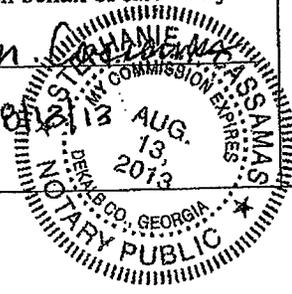
Definitions. For purposes of this Agreement: (i) "Cars" means the railcars described in Schedule 1 hereto; (ii) "Lease" means the lease described in Schedule 2 hereto; (iii) "Operative Agreements" means the Lease documents and any other documents listed as Operative Agreements in Schedule 2 hereto.

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.

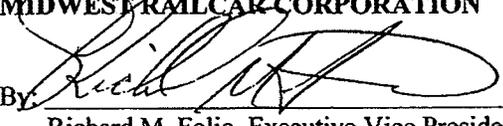
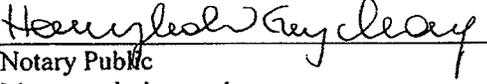
RECORDATION NO 27285-G
FILED
December 19, 2012 04:00 PM
SURFACE TRANSPORTATION BOARD

Witness the parties' signatures.

<p>INFINITY RAIL, LLC By Infinity Asset Management, LLC as Manager</p> <p>By: <u><i>Jeffrey E. Edelman</i></u> 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 <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, LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said entity.</p> <p><u><i>Sophani m. [Signature]</i></u> Notary Public My commission expires: _____</p> <p>[NOTARIAL SEAL]</p>	<p>State of _____, County of _____</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>



Witness the parties' signatures.

<p>INFINITY RAIL, 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, 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 County <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 – 4740 cu. ft. 100-ton covered hopper railcars

Quantity (number of cars): fifty eight (58)

Reporting marks and road numbers:

Count	Mark	Num	Count	Mark	Num
1	IFRX	306919	30	IFRX	345261
2	IFRX	307594	31	IFRX	345277
3	IFRX	307636	32	IFRX	345311
4	IFRX	307734	33	IFRX	349582
5	IFRX	307840	34	IFRX	349598
6	IFRX	308100	35	IFRX	350799
7	IFRX	308624	36	IFRX	350867
8	IFRX	308799	37	IFRX	350938
9	IFRX	308985	38	IFRX	350976
10	IFRX	309476	39	IFRX	353712
11	IFRX	309494	40	IFRX	354337
12	IFRX	309502	41	IFRX	354338
13	IFRX	309510	42	IFRX	354431
14	IFRX	309529	43	IFRX	354475
15	IFRX	309903	44	IFRX	354500
16	IFRX	312554	45	IFRX	354528
17	IFRX	314784	46	IFRX	354543
18	IFRX	322765	47	IFRX	354580
19	IFRX	322793	48	IFRX	357120
20	IFRX	322804	49	IFRX	357146
21	IFRX	323230	50	IFRX	357150
22	IFRX	323693	51	IFRX	357294
23	IFRX	323767	52	IFRX	357805
24	IFRX	323774	53	IFRX	357819
25	IFRX	323832	54	IFRX	358035
26	IFRX	323840	55	IFRX	358209
27	IFRX	323930	56	IFRX	358245
28	IFRX	345163	57	IFRX	358258
29	IFRX	345255	58	IFRX	380820

Schedule 2
(to Assignment and Assumption Agreement)

Operative Agreements; Lessee

Lessee: Carmeuse Lime, Inc.

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

1. Lease Agreement dated November 19, 2007 between Infinity Rail II, LLC ("IR II") as lessor and Carmeuse Lime, Inc. ("Carmeuse") as lessee,

(i) which Lease Agreement incorporates the provisions of Schedule No. 1 dated November 1, 2006 between Infinity Rail, LLC ("IR") as lessor and Carmeuse as lessee (which Schedule No. 1 incorporates the provisions of the Master Lease Agreement dated November 1, 2006 between IR and Carmeuse) (the "11/1/06 IR/Carmeuse Agreement") (construed by treating IR II as the lessor party, with the changes stated in the Lease Agreement); and

(ii) which Lease Agreement was entered into pursuant to (and shall be construed consistent with) the "Amendment to Lease" dated November 19, 2007 between IR (for itself and, with respect to 60 cars as indicated therein, as agent for IR II) as lessor and Carmeuse as lessee (which "Amendment to Lease" divided the 11/1/06 IR/Carmeuse Agreement into two separate leases, one for the 60 railcars owned by IR II (to be governed by the above-referenced Lease Agreement) and one for the rest of the railcars (to continue to be governed by the 11/1/06 IR/Carmeuse Agreement as amended);

2. "Amendment #1 to Lease" dated February 7, 2012 between IR II as lessor and Carmeuse as lessee

3. "Amendment #2 to Lease" dated November 21, 2012 between IR II 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. 27285

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