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

April 19, 2013

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 21, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memoranda of Lease previously filed with the Board under Recordation Numbers 27118 and 27257.

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

Assignor: Infinity Rail, LLC c/o Infinity Asset
Management, LLC (as Manager)
1355 Peachtree Street, Suite 750 - South
Tower
Atlanta, GA 30308

Assignee: Progress Rail Leasing Corporation
1600 Progress Drive
Albertville, AL 35950

Chief, Section of Administration
April 19, 2013
Page 2

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

79 cars: IFRX 1000 - IFRX 1079 (excluding IFRX 1015).

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 21, 2012 between Infinity Rail, LLC, a Georgia limited liability company ("Seller"), and Progress Rail Leasing Corporation, a Delaware 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 21, 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 any other Operative Agreements (in each case to the extent relating to the Cars) 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 (to the extent relating to the Cars); (iii) "Operative Agreements" means the Lease documents and any other documents listed as Operative Agreements in Schedule 2 hereto (in each case to the extent relating to the Cars).

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.

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>PROGRESS RAIL LEASING CORPORATION</p> <p>By: _____ J. Duane Cantrell, Senior Vice President</p>
<p>State of Georgia, County of Fulton</p> <p>On <u>December 21</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>Stephanie M. Cassano</i></u> Notary Public My commission expires:</p> <p>[NOTARIAL SEAL]</p>	<p>State of Alabama, County of Marshall</p> <p>On _____, 2012, before me personally appeared _____ to me personally known, who being by me duly sworn says that he is Senior Vice President of Progress Rail Leasing 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>



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<p>INFINITY RAIL, LLC By Infinity Asset Management, LLC as Manager</p> <p>By: _____ Jeffrey E. Edelman, President</p>	<p>PROGRESS RAIL LEASING CORPORATION</p> <p>By: _____ J. Duane Cantrell, Senior Vice President</p>
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Schedule 1

Railcars:

Description: 100-ton boxcars

Quantity (number of cars): Seventy Nine (79)

Reporting mark and road numbers:

	Car Mark	Car Num			Car Mark	Car Num			Car Mark	Car Num
1	IFRX	1000		28	IFRX	1028		54	IFRX	1054
2	IFRX	1001		29	IFRX	1029		55	IFRX	1055
3	IFRX	1002		30	IFRX	1030		56	IFRX	1056
4	IFRX	1003		31	IFRX	1031		57	IFRX	1057
5	IFRX	1004		32	IFRX	1032		58	IFRX	1058
6	IFRX	1005		33	IFRX	1033		59	IFRX	1059
7	IFRX	1006		34	IFRX	1034		60	IFRX	1060
8	IFRX	1007		35	IFRX	1035		61	IFRX	1061
9	IFRX	1008		36	IFRX	1036		62	IFRX	1062
10	IFRX	1009		37	IFRX	1037		63	IFRX	1063
11	IFRX	1010		38	IFRX	1038		64	IFRX	1064
12	IFRX	1011		39	IFRX	1039		65	IFRX	1065
13	IFRX	1012		40	IFRX	1040		66	IFRX	1066
14	IFRX	1013		41	IFRX	1041		67	IFRX	1067
15	IFRX	1014		42	IFRX	1042		68	IFRX	1068
16	IFRX	1016		43	IFRX	1043		69	IFRX	1069
17	IFRX	1017		44	IFRX	1044		70	IFRX	1070
18	IFRX	1018		45	IFRX	1045		71	IFRX	1071
19	IFRX	1019		46	IFRX	1046		72	IFRX	1072
20	IFRX	1020		47	IFRX	1047		73	IFRX	1073
21	IFRX	1021		48	IFRX	1048		74	IFRX	1074
22	IFRX	1022		49	IFRX	1049		75	IFRX	1075
23	IFRX	1023		50	IFRX	1050		76	IFRX	1076
24	IFRX	1024		51	IFRX	1051		77	IFRX	1077
25	IFRX	1025		52	IFRX	1052		78	IFRX	1078
26	IFRX	1026		53	IFRX	1053		79	IFRX	1079
27	IFRX	1027								

Schedule 2

Operative Agreements; Lessee

Lessee: Essroc Cement Corp

Lease: the lease between Infinity Rail, LLC ("IR"), as Lessor, and Essroc Cement Corp., as Lessee, pursuant to the following documents:

1. Master Lease Agreement dated December 04, 2006 between Infinity Rail, LLC, a Georgia limited liability company, as Lessor, and Essroc Cement Corp., a Pennsylvania corporation, as Lessee.
2. Schedule No. 1 dated December 04, 2006 between Infinity Rail, LLC, as Lessor, and Essroc Cement Corp., as Lessee.
3. Notice and Acknowledgement dated November 20, 2007 between Infinity Rail, LLC, as Lessor, and Essroc Cement Corp., as Lessee.

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: 4/19/13

Edward M Luria
Edward M. Luria