

RECORDATION NO 26692-F FILED
April 22, 2013 08:00 AM
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
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)

April 22, 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 Memorandum of Lease previously filed with the Board under Recordation Number 26692-B.

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
[Lessee:	Mittal Steel USA – Railways, Inc. (f/k/a ISG Railways, Inc.) 1430 Sparrows Point Blvd #2 Baltimore, MD, 21219

Chief, Section of Administration

April 22, 2013

Page 2

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

53 flat railcars: BVRV 63001 - BVRV 63030, UMP 63031 - UMP 63050
and BVRV 63051 - BVRV 63053.

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 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

April 22, 2013 08:00 AM

SURFACE TRANSPORTATION BOARD

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").

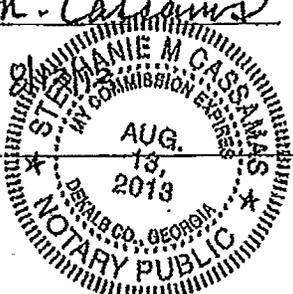
1. Assignment and Assumption of Lease. On and subject to the provisions of the Purchase Agreement, Seller hereby assigns to Buyer, and Buyer hereby accepts and assumes, all of Seller's rights and obligations under the Lease and any other Operative Agreements (in each case to the extent relating to the 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>Jeffrey B. Edelman</u> Jeffrey B. 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 B. 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>Stephanie M. Cassano</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>



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 By: _____ Jeffrey E. Edelman, President</p>	<p>PROGRESS RAIL LEASING CORPORATION By: _____ J. Duane Cantrell, Senior Vice President</p>
<p>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]</p>	<p>State of Alabama, County of Marshall On <u>December 21</u>, 2012, before me personally appeared <u>J Duane Cantrell</u> 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. _____ Notary Public My commission expires: <u>5/26/13</u> [NOTARIAL SEAL]</p>

Schedule 1

Railcars:

Description: 100-ton flatcars

Quantity (number of cars): Fifty Three (53)

Reporting marks and road numbers:

	Car Mark	Car Num		Car Mark	Car Num
1	BVRY	63001	28	BVRY	63028
2	BVRY	63002	29	BVRY	63029
3	BVRY	63003	30	BVRY	63030
4	BVRY	63004	31	UMP	63031
5	BVRY	63005	32	UMP	63032
6	BVRY	63006	33	UMP	63033
7	BVRY	63007	34	UMP	63034
8	BVRY	63008	35	UMP	63035
9	BVRY	63009	36	UMP	63036
10	BVRY	63010	37	UMP	63037
11	BVRY	63011	38	UMP	63038
12	BVRY	63012	39	UMP	63039
13	BVRY	63013	40	UMP	63040
14	BVRY	63014	41	UMP	63041
15	BVRY	63015	42	UMP	63042
16	BVRY	63016	43	UMP	63043
17	BVRY	63017	44	UMP	63044
18	BVRY	63018	45	UMP	63045
19	BVRY	63019	46	UMP	63046
20	BVRY	63020	47	UMP	63047
21	BVRY	63021	48	UMP	63048
22	BVRY	63022	49	UMP	63049
23	BVRY	63023	50	UMP	63050
24	BVRY	63024	51	BVRY	63051
25	BVRY	63025	52	BVRY	63052
26	BVRY	63026	53	BVRY	63053
27	BVRY	63027			

Schedule 2
(to Assignment and Assumption Agreement)

Operative Agreements; Lessee

Lessee: Mittal Steel USA – Railways, Inc.

Lease: the lease between Infinity Rail, LLC (“IR”), as Lessor, and Mittal Steel USA – Railways, Inc., as Lessee, pursuant to the following documents:

1. Lease Agreement dated May ____, 2006 between Infinity Rail, LLC, a Georgia limited liability company, as Lessor, ISG Railways, Inc., a Delaware corporation, as Lessee, and Mittal Steel USA, Inc., (f/k/a International Steel Group, Inc.) a Delaware corporation, as Guarantor, which incorporates the terms of the following documents as the Previous Agreement:
 - a. Lease Agreement dated as of May 1, 1996 between Rail Trusts Equipment, Inc. as original lessor and Brandywine Valley Railroad Company as original lessee and Lukens Steel Company as original guarantor;
 - b. Consent and Agreement dated as of August 20, 1996 between Morgan Rail L.L.C. (successor in interest to Rail Trusts Equipment, Inc.) as assignor, Brandywine Valley Railroad Company as lessee, Lukens Steel Company as guarantor, and The First National Bank of Maryland as assignee;
 - c. Assignment and Consent to Assignment dated December 22, 2003 among Brandywine Valley Railroad Company, ISG Railways, Inc., Manufacturers and Traders Trust Company, and International Steel Group Inc.;
 - d. Notice and Acknowledgement dated September 19, 2005, executed by Infinity Rail, LLC, ISG Railways, Inc., and Mittal Steel USA ISG Inc. (formerly known as International Steel Group Inc.); and
 - e. Amendment to Lease dated as of December 1, 2005, between Infinity Rail, LLC, as lessor party, ISG Railways, Inc., a Delaware corporation, as lessee party, and Mittal Steel USA ISG Inc. (formerly known as International Steel Group Inc.), as guarantor party.
2. Amendment to Lease dated February 21, 2008 between Infinity Rail, LLC, a Georgia limited liability company, as Lessor, and ISG Railways, Inc. (n/k/a Mittal Steel USA – Railways, Inc.), a Delaware corporation, as Lessee and Mittal Steel USA ISG Inc. (n/k/a ArcelorMittal USA Inc.), as Guarantor.

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: 4/22/13

Edward M Luria
Edward M. Luria