

RECORDATION NO 30921 FILED
September 10, 2013 02:10 PM
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

September 10, 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 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:

Assignor:	Infinity Rail II, LLC 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. 1430 Sparrows Point Blvd #2 Baltimore, MD, 21219]

Chief, Section of Administration
September 10, 2013
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A description of the railroad equipment covered by the enclosed document is:

46 flatcars within the series ATW 164000 – ATW 164099 and ATW 317015 – ATW 317185 as 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 21, 2012 between Infinity Rail II, LLC, a Georgia limited liability company ("Seller"), and Progress Rail Leasing Corporation, a Delaware corporation ("Buyer"). The parties agree as follows:

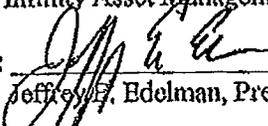
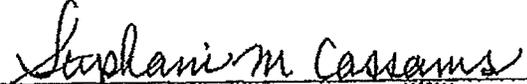
This Agreement is being entered into in connection with the consummation of the transactions pursuant to the Purchase Agreement dated as of December 21, 2012 between Seller and Buyer (the "Purchase Agreement").

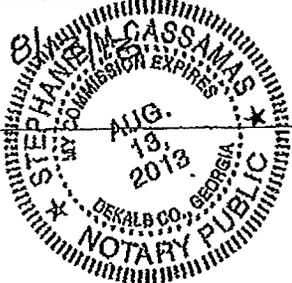
1. Assignment and Assumption of Lease. On and subject to the provisions of the Purchase Agreement, Seller hereby assigns to Buyer, and Buyer hereby accepts and assumes, all of Seller's rights and obligations under the Lease and any other Operative Agreements (in each case to the extent relating to the 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 II, 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>
<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 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 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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Witness the parties' signatures.

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<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 Alabama, County of Marshall</p> <p>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.</p> <p>_____ Notary Public My commission expires: <u>5/26/13</u></p> <p>[NOTARIAL SEAL]</p>

Schedule 1

Railcars:

Description: 100-ton 263,000 GRL flatcars

Quantity (number of cars): Forty Six (46)

Reporting marks and road numbers:

	Car Mark	Car Num			Car Mark	Car Num
1	ATW	164000		24	ATW	317015
2	ATW	164010		25	ATW	317022
3	ATW	164013		26	ATW	317024
4	ATW	164016		27	ATW	317025
5	ATW	164022		28	ATW	317045
6	ATW	164025		29	ATW	317047
7	ATW	164028		30	ATW	317056
8	ATW	164031		31	ATW	317059
9	ATW	164033		32	ATW	317065
10	ATW	164042		33	ATW	317078
11	ATW	164043		34	ATW	317086
12	ATW	164044		35	ATW	317092
13	ATW	164054		36	ATW	317099
14	ATW	164055		37	ATW	317107
15	ATW	164060		38	ATW	317120
16	ATW	164067		39	ATW	317129
17	ATW	164069		40	ATW	317134
18	ATW	164071		41	ATW	317135
19	ATW	164084		42	ATW	317141
20	ATW	164089		43	ATW	317155
21	ATW	164096		44	ATW	317159
22	ATW	164098		45	ATW	317182
23	ATW	164099		46	ATW	317185

Schedule 2

Operative Agreements; Lessee

Lessee: Mittal Steel USA – Railways, Inc.

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

1. Lease Agreement dated May 25, 2010 between Infinity Rail II, LLC, a Georgia limited liability corporation, as Lessor, and Mittal Steel USA – Railways, Inc., a Delaware corporation, as Lessee.
2. Amendment to Lease Agreement dated March 03, 2011 between Infinity Rail II, LLC, a Georgia limited liability company, as Lessor, and Mittal Steel USA – Railways, Inc., a Delaware corporation, 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: 9/10/13

Edward M Luria
Edward M. Luria