

RECORDATION NO. 30546  
FILED December 12, 2012 07:21 PM  
SURFACE TRANSPORTATION BOARD



**STB E-FILE**

December 12, 2012 (revised)

Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, SW  
Washington, DC 20423-0001

**Re: Document for Recordation:**  
**1. Assignment and Assumption Agreement**

Dear Section Chief:

Attached please find for recordation one (1) copy of Assignment and Assumption Agreement, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses to the Assignment and Assumption Agreement executed as of December 1, 2012 are:

Seller/Assignor: Infinity Transportation, LLC  
1355 Peachtree Street  
Suite 750 – South Tower  
Atlanta, GA 30309

Buyer/Assignee: ATEL Leasing Corporation  
600 Montgomery Street, 9<sup>th</sup> Floor  
San Francisco, CA 94111

Secured Party: Not applicable

A description of the railroad equipment covered by the Assignment and Assumption Agreement is:

124 used boxcar railcars

A short summary of the document to appear in the index as follows:

Assignment and Assumption Agreement entered into as of December 1, 2012, is between Infinity Transportation, LLC (Seller) and ATEL Leasing Corporation (Buyer), regarding assignment of Lease Supplement No. 14 with regard to Assignment and Assumption and Amended and Restated Master Lease Agreement dated as of February 12, 2010 between The Kansas City Southern Railway Company (Lessee), and Southern Capital Trust II 2002-1, dated June 25, 2002..

The fee of \$42.00 can be charged to our account.

Kindly return a stamped copy of the attached document to the undersigned at your earliest convenience.

Should you have any questions, please do not hesitate to contact me at 415/616-3406 or at [sstetson@atel.com](mailto:ssetson@atel.com).

Sincerely,

ATEL LEASING CORPORATION



Sheila A. Stetson  
Senior Contract Administrator

Attachments

**Assignment and Assumption Agreement**

Assignment and Assumption Agreement (this "Agreement") entered into as of December 1, 2012 between Infinity Transportation, LLC, a Delaware limited liability company ("Seller"), and ATEL Leasing Corporation, a California corporation ("Buyer"). The parties agree as follows:

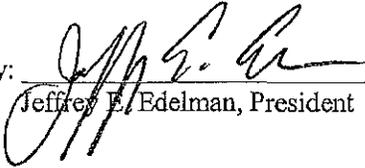
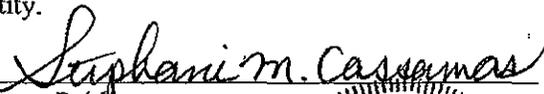
This Agreement is being entered into in connection with the consummation of the transactions pursuant to the Purchase Agreement dated as of December 1, 2012 between Seller and Buyer (the "Purchase Agreement").

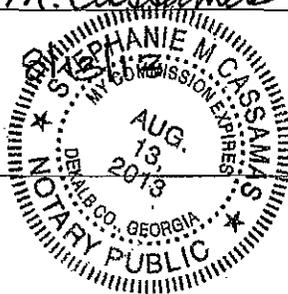
1. Assignment and Assumption of Lease. On and subject to the provisions of the Purchase Agreement, Seller hereby assigns to Buyer, and Buyer hereby accepts and assumes, all of Seller's rights and obligations under the Lease and any other Operative Agreements (in each case to the extent relating to the 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><b>INFINITY TRANSPORTATION, LLC</b></p> <p>By: <u></u><br/>                 Jeffrey E. Edelman, President</p>  | <p><b>ATEL LEASING CORPORATION</b></p> <p>By: _____<br/>                 Name: _____<br/>                 Title: _____</p>   |
| <p>State of Georgia, County of Fulton</p> <p>On <u>December 12</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 Transportation, 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></u><br/>                 Notary Public<br/>                 My commission expires: _____</p> <p>[NOTARIAL SEAL]</p> | <p>State of _____, County of _____</p> <p>On _____, 2012, before me personally appeared _____<br/>                 to me personally known, who being by me duly sworn says that he is _____ of ATEL 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>_____<br/>                 Notary Public<br/>                 My commission expires: _____</p> <p>[NOTARIAL SEAL]</p> |



**Assignment and Assumption Agreement**

Assignment and Assumption Agreement (this "Agreement") entered into as of December 1, 2012 between Infinity Transportation, LLC, a Delaware limited liability company ("Seller"), and ATEL Leasing Corporation, a California 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 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><b>INFINITY TRANSPORTATION, LLC</b></p> <p>By: _____<br/>Jeffrey E. Edelman, President</p>   | <p><b>ATEL LEASING CORPORATION</b></p> <p>By: <u>Vasco H. Morais</u><br/>Name: <u>Vasco H. Morais</u><br/>Title: <u>Executive Vice President</u></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 Transportation, LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said entity.</p> <p>_____<br/>Notary Public<br/>My commission expires:</p> <p>[NOTARIAL SEAL]</p> | <p>State of <u>California</u>, County of <u>San Francisco</u></p> <p>On <u>Dec. 12</u>, 2012, before me personally appeared <u>VASCO H. MORAIS</u> to me personally known, who being by me duly sworn says that he is <u>EVP + Secretary</u> of ATEL 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><u>Ellen A. Armour</u><br/>Notary Public<br/>My commission expires:</p> <p>[NOTARIAL SEAL]</p> |



ATEL LEGAL DEPARTMENT

**APPROVED  
AS TO FORM**

BY: [Signature]

**Schedule 1**  
 (to Purchase Agreement, Conditional Bill of Sale,  
 Final Bill of Sale, and Assignment and Assumption Agreement)

**Railcars:**

Description: 60', 100-ton Plate F boxcars, 263,000 lbs. GRL

Quantity (number of Cars): One hundred twenty four (124)

Reporting mark: KCS

Road numbers:

| Count | Num    | Count | Num    | Count | Num    | Count | Num    |
|-------|--------|-------|--------|-------|--------|-------|--------|
| 1     | 126004 | 32    | 126365 | 63    | 126781 | 94    | 127132 |
| 2     | 126012 | 33    | 126381 | 64    | 126811 | 95    | 127159 |
| 3     | 126021 | 34    | 126390 | 65    | 126829 | 96    | 127167 |
| 4     | 126039 | 35    | 126411 | 66    | 126837 | 97    | 127175 |
| 5     | 126047 | 36    | 126446 | 67    | 126845 | 98    | 127183 |
| 6     | 126055 | 37    | 126454 | 68    | 126853 | 99    | 127191 |
| 7     | 126063 | 38    | 126462 | 69    | 126861 | 100   | 127205 |
| 8     | 126071 | 39    | 126471 | 70    | 126870 | 101   | 127213 |
| 9     | 126080 | 40    | 126489 | 71    | 126888 | 102   | 127221 |
| 10    | 126098 | 41    | 126501 | 72    | 126896 | 103   | 127230 |
| 11    | 126110 | 42    | 126519 | 73    | 126918 | 104   | 127248 |
| 12    | 126128 | 43    | 126535 | 74    | 126926 | 105   | 127256 |
| 13    | 126136 | 44    | 126543 | 75    | 126934 | 106   | 127264 |
| 14    | 126144 | 45    | 126560 | 76    | 126942 | 107   | 127272 |
| 15    | 126152 | 46    | 126578 | 77    | 126951 | 108   | 127281 |
| 16    | 126161 | 47    | 126586 | 78    | 126969 | 109   | 127299 |
| 17    | 126179 | 48    | 126608 | 79    | 126977 | 110   | 127311 |
| 18    | 126195 | 49    | 126616 | 80    | 126985 | 111   | 127337 |
| 19    | 126217 | 50    | 126624 | 81    | 126993 | 112   | 127345 |
| 20    | 126225 | 51    | 126632 | 82    | 127001 | 113   | 127353 |
| 21    | 126233 | 52    | 126641 | 83    | 127019 | 114   | 127388 |
| 22    | 126241 | 53    | 126667 | 84    | 127035 | 115   | 127396 |
| 23    | 126250 | 54    | 126675 | 85    | 127043 | 116   | 127400 |
| 24    | 126268 | 55    | 126683 | 86    | 127051 | 117   | 127418 |
| 25    | 126276 | 56    | 126691 | 87    | 127060 | 118   | 127426 |
| 26    | 126292 | 57    | 126705 | 88    | 127078 | 119   | 127434 |
| 27    | 126306 | 58    | 126713 | 89    | 127086 | 120   | 127442 |
| 28    | 126314 | 59    | 126721 | 90    | 127094 | 121   | 127451 |
| 29    | 126331 | 60    | 126748 | 91    | 127108 | 122   | 127469 |
| 30    | 126349 | 61    | 126764 | 92    | 127116 | 123   | 127477 |
| 31    | 126357 | 62    | 126772 | 93    | 127124 | 124   | 127485 |

**Schedule 2**  
(to Assignment and Assumption Agreement)

Operative Agreements; Lessee

Lessee: The Kansas City Southern Railway Company

Lease: the lease between Infinity Transportation, LLC (“IT”), as lessor, and The Kansas City Southern Railway Company (“KCS”), as lessee, pursuant to the following documents (the lease documents are described here as they appear on their face, it being understood that the lessor party is now IT, IT having purchased the railcars and the lessor’s interest in the lease from the previous lessor party):

(i) Assignment and Assumption and Amended and Restated Master Lease Agreement (Southern Capital Trust II 2002-1) dated June 25, 2002 among SCC SPV II LLC, The Kansas City Southern Railway Company, and Southern Capital Corporation, LLC (the “Master Lease Agreement”)

(ii) Appendix A – Definitions

(iii) “Lease Supplement No. 14 to Equipment Master Lease Agreement (Southern Capital Trust II 2002-1)” dated February 12, 2010 between SCC SPV II LLC as lessor and The Kansas City Southern Railway Company as lessee

Other Operative Agreements: none.