

RECORDATION NO. 30547
FILED December 12, 2012 07:25 PM
SURFACE TRANSPORTATION BOARD



ATEL
Leasing Corporation®

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, 9th Floor
San Francisco, CA 94111

Secured Party: Not applicable

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

182 used boxcar railcars

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

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
December 12, 2012
Page 2

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. 16 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:ssstetson@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:

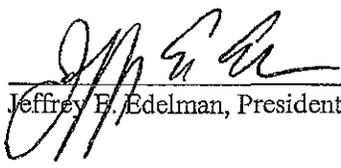
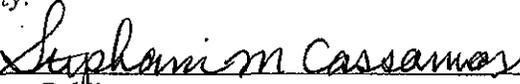
This Agreement is being entered into in connection with the consummation of the transactions pursuant to the Purchase Agreement dated as of December 1, 2012 between Seller and Buyer (the "Purchase Agreement").

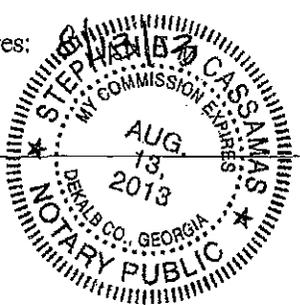
1. Assignment and Assumption of Lease. On and subject to the provisions of the Purchase Agreement, Seller hereby assigns to Buyer, and Buyer hereby accepts and assumes, all of Seller's rights and obligations under the Lease and any other Operative Agreements (in each case to the extent relating to the 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>INFINITY TRANSPORTATION, LLC</p> <p>By:  _____ Jeffrey E. Edelman, President</p>	<p>ATEL LEASING CORPORATION</p> <p>By: _____ Name: _____ 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> _____ Notary Public My commission expires: _____</p> <p>[NOTARIAL SEAL]</p>	<p>State of _____, County of _____</p> <p>On _____, 2012, before me personally appeared _____ 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>_____ 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 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").

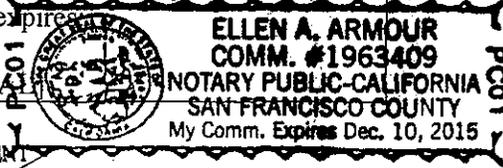
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3. Miscellaneous. This Agreement may be signed in any number of counterparts (and by different parties on separate counterparts) with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together 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 TRANSPORTATION, LLC</p> <p>By: _____ Jeffrey E. Edelman, President</p>	<p>ATEL LEASING CORPORATION</p> <p>By: <u>Vasco H. Morais</u> Name: <u>Vasco H. Morais</u> 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>_____ Notary Public 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> _____ Notary Public My commission expires:</p> <p>[NOTARIAL SEAL]</p>



ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM
BY: [Signature]

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

Railcars:

Description: 50', 100-ton Plate F boxcars, 263,000 lbs. GRL

Quantity (number of cars): One hundred eighty two (182)

Reporting mark: KCS

Road numbers:

Count	Num								
1	170003	38	170429	75	170836	112	171212	149	171611
2	170011	39	170437	76	170844	113	171221	150	171620
3	170020	40	170445	77	170852	114	171239	151	171638
4	170038	41	170453	78	170861	115	171247	152	171646
5	170046	42	170461	79	170879	116	171255	153	171654
6	170054	43	170470	80	170887	117	171263	154	171662
7	170062	44	170488	81	170895	118	171271	155	171671
8	170071	45	170496	82	170909	119	171280	156	171689
9	170089	46	170500	83	170917	120	171298	157	171697
10	170097	47	170518	84	170925	121	171301	158	171701
11	170101	48	170526	85	170933	122	171310	159	171719
12	170119	49	170542	86	170941	123	171328	160	171727
13	170127	50	170551	87	170950	124	171336	161	171735
14	170135	51	170569	88	170968	125	171344	162	171743
15	170143	52	170577	89	170976	126	171352	163	171751
16	170160	53	170585	90	170984	127	171361	164	171760
17	170178	54	170593	91	170992	128	171387	165	171778
18	170186	55	170615	92	171000	129	171395	166	171786
19	170194	56	170631	93	171018	130	171409	167	171794
20	170208	57	170640	94	171026	131	171417	168	171808
21	170216	58	170658	95	171034	132	171433	169	171816
22	170241	59	170666	96	171042	133	171441	170	171824
23	170259	60	170674	97	171051	134	171450	171	171832
24	170267	61	170691	98	171069	135	171468	172	171841
25	170275	62	170704	99	171077	136	171476	173	171867
26	170283	63	170712	100	171085	137	171484	174	171875
27	170291	64	170721	101	171093	138	171492	175	171883
28	170305	65	170739	102	171107	139	171506	176	171891
29	170313	66	170747	103	171123	140	171514	177	171905
30	170321	67	170755	104	171131	141	171522	178	171921
31	170348	68	170763	105	171140	142	171531	179	171930
32	170356	69	170771	106	171158	143	171549	180	171956
33	170364	70	170780	107	171166	144	171565	181	171972
34	170372	71	170798	108	171174	145	171573	182	171999
35	170399	72	170801	109	171182	146	171581		
36	170402	73	170810	110	171191	147	171590		
37	170411	74	170828	111	171204	148	171603		

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. 16 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.