

RECORDATION NO 30920 FILED
September 10, 2013 09:00 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)
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, LLC 1355 Peachtree Street, Suite 750 - South Tower Atlanta, GA 30308
Assignee:	Progress Rail Leasing Corporation 1600 Progress Drive Alberville, AL 35950
[Lessee:	East Tennessee Railway, Inc. 132 Legion Street #1 Johnson City, TN 37601]

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

22 flatcars within the series ATW 7500 – ATW 7557 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

September 10, 2013 09:00 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>[Signature]</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>[Signature]</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

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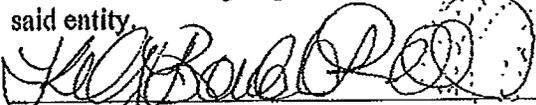
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Witness the parties' signatures.

<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>
<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, 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
(to Purchase Agreement, Bill of Sale, and Assignment and Assumption Agreement)

Railcars:

Description: 100-ton boxcars

Quantity (number of cars): Twenty Two (22)

Reporting marks and road numbers:

	Car Mark	Car Num
1	ATW	7500
2	ATW	7501
3	ATW	7504
4	ATW	7509
5	ATW	7510
6	ATW	7511
7	ATW	7513
8	ATW	7514
9	ATW	7518
10	ATW	7519
11	ATW	7520
12	ATW	7524
13	ATW	7533
14	ATW	7535
15	ATW	7540
16	ATW	7541
17	ATW	7544
18	ATW	7547
19	ATW	7548
20	ATW	7549
21	ATW	7550
22	ATW	7557

Schedule 2

Operative Agreements; Lessee

Lessee: East Tennessee Railway

Lease: the lease between Infinity Rail, LLC ("IR"), as Lessor, and East Tennessee Railway, as Lessee, pursuant to the following documents:

1. Lease Agreement dated April 14, 2011 between Infinity Rail, LLC ("IR") as Lessor and East Tennessee Railway, Inc. ("BTR") as Lessee.
2. Amendment #1 to Lease dated October 4, 2011 between IR and BTR.
3. Amendment #2 to Lease dated November 26, 2012 between IR and BTR.

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