

RECORDATION NO 26731-E FILED
June 19, 2013 11:00 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)

June 19, 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 a Notice of Lease Termination, dated as of June 18, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the document previously filed with the Board under Recordation Number 26731.

The name and address of the party to the enclosed document are:

Lessor: Infinity Rail II, LLC (assignee of General
Electric Railcar Services Corporation)
1355 Peachtree Street
Suite 750 - South Tower
Atlanta, GA 30309

Section Chief
June 19, 2013
Page 2

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

58 railcars TERMINATED within the series NAHX 46200 – NAHX 890662 as more particularly set forth in the attachment to the document.

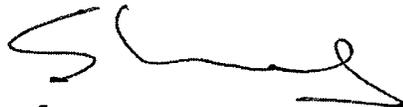
A short summary of the document to appear in the index is:

Notice of Lease Termination.

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

**NOTICE OF
LEASE TERMINATION**

This Notice of Lease Termination is effective as of June 18, 2013 by Infinity Rail II, LLC, a Georgia limited liability company (the "Lessor").

W I T N E S S E T H:

Lessor (as assignee of General Electric Railcar Services Corporation) and ConAgra Foods, Inc. (the "Lessee") were parties to that Car Leasing Agreement 1549-1, dated March 9, 1984, whereby Lessor leased to the Lessee and the Lessee leased from Lessor certain railroad cars pursuant to Rider No. 114, dated September 5, 2006 (as may be amended, modified, extended and assigned, the "Lease").

An Assignment and Assumption Agreement of the Lease was filed with the Surface Transportation Board on December 22, 2006 at 9:30 a.m. under Recordation Number 26731.

Notice is hereby given that the Lease is terminated with respect to the railroad cars listed on Exhibit A hereto.

This Notice of Lease Termination shall not impair nor terminate any of the rights and obligations of the parties under the Lease which, by their terms, expressly survive its termination.

[Signature Page Follows]

[Notice of Lease Termination]

IN WITNESS WHEREOF, the undersigned has caused this notice to be duly executed by its officer duly authorized as of the date hereof.

INFINITY RAIL II, LLC

By: Infinity Asset Management, LLC,
as Manager

By: *[Signature]*
Name: Jeffrey E. Edelman
Title: President

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

On this, the 18th day of June, 2013, before a Notary Public in and for said County and State, personally appeared Jeffrey E. Edelman, who being by me duly sworn, says that he is the President of Infinity Asset Management, LLC, the Manager of Infinity Rail II, LLC, that said instrument was signed on June 18, 2013 on behalf of said limited liability company and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Stephanie M. Cassamas
Name: Stephanie M. Cassamas
Notary Public
My Commission Expires: 08/13/2013
Residing in Dekalb Co., GA

EXHIBIT A

[SEE ATTACHED]

(List of Equipment)

<u>Unit</u> <u>Count</u>	<u>Lessee</u>	<u>Car</u> <u>Mark</u>	<u>Car</u> <u>Number</u>
1	ConAgra Foods, Inc.	NAHX	46200
2	ConAgra Foods, Inc.	NAHX	46791
3	ConAgra Foods, Inc.	NAHX	46838
4	ConAgra Foods, Inc.	NAHX	49151
5	ConAgra Foods, Inc.	NAHX	49171
6	ConAgra Foods, Inc.	NAHX	49203
7	ConAgra Foods, Inc.	NAHX	49218
8	ConAgra Foods, Inc.	NAHX	49295
9	ConAgra Foods, Inc.	NAHX	49497
10	ConAgra Foods, Inc.	NAHX	50379
11	ConAgra Foods, Inc.	NAHX	50815
12	ConAgra Foods, Inc.	NAHX	52873
13	ConAgra Foods, Inc.	NAHX	52964
14	ConAgra Foods, Inc.	NAHX	52971
15	ConAgra Foods, Inc.	NAHX	53529
16	ConAgra Foods, Inc.	NAHX	53588
17	ConAgra Foods, Inc.	NAHX	53620
18	ConAgra Foods, Inc.	NAHX	53639
19	ConAgra Foods, Inc.	NAHX	53644
20	ConAgra Foods, Inc.	NAHX	54373
21	ConAgra Foods, Inc.	NAHX	54383
22	ConAgra Foods, Inc.	NAHX	55277
23	ConAgra Foods, Inc.	NAHX	55312
24	ConAgra Foods, Inc.	NAHX	55353
25	ConAgra Foods, Inc.	NAHX	55365
26	ConAgra Foods, Inc.	NAHX	55396
27	ConAgra Foods, Inc.	NAHX	55421
28	ConAgra Foods, Inc.	NAHX	55429
29	ConAgra Foods, Inc.	NAHX	55530
30	ConAgra Foods, Inc.	NAHX	55678
31	ConAgra Foods, Inc.	NAHX	55498
32	ConAgra Foods, Inc.	NAHX	475369
33	ConAgra Foods, Inc.	NAHX	475373
34	ConAgra Foods, Inc.	NAHX	476188
35	ConAgra Foods, Inc.	NAHX	478421
36	ConAgra Foods, Inc.	NAHX	479174
37	ConAgra Foods, Inc.	NAHX	480332
38	ConAgra Foods, Inc.	NAHX	800014
39	ConAgra Foods, Inc.	NAHX	800017
40	ConAgra Foods, Inc.	NAHX	800023
41	ConAgra Foods, Inc.	NAHX	800039
42	ConAgra Foods, Inc.	NAHX	800080
43	ConAgra Foods, Inc.	NAHX	800084

44	ConAgra Foods, Inc.	NAHX	800079
45	ConAgra Foods, Inc.	NAHX	800086
46	ConAgra Foods, Inc.	NAHX	800354
47	ConAgra Foods, Inc.	NAHX	800364
48	ConAgra Foods, Inc.	NAHX	800464
49	ConAgra Foods, Inc.	NAHX	800475
50	ConAgra Foods, Inc.	NAHX	800513
51	ConAgra Foods, Inc.	NAHX	800620
52	ConAgra Foods, Inc.	NAHX	800882
53	ConAgra Foods, Inc.	NAHX	800898
54	ConAgra Foods, Inc.	NAHX	800902
55	ConAgra Foods, Inc.	NAHX	801039
56	ConAgra Foods, Inc.	NAHX	801078
57	ConAgra Foods, Inc.	NAHX	801082
58	ConAgra Foods, Inc.	NAHX	890662

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: 6/19/13

Edward M Luria
Edward M. Luria