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**LAW OFFICES OF  
LOUIS E. GITOMER****SURFACE TRANSPORTATION BOARD**LOUIS E. GITOMER  
LOU\_GITOMER@VERIZON.NET

March 19, 2010

THE ADAMS BUILDING, SUITE 301  
600 BALTIMORE AVENUE  
TOWSON, MARYLAND 21204 4022  
(202) 466-6532  
FAX (410) 332-0885

Ms. Cynthia T. Brown  
Chief of the Section of Administration, Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D. C. 20423

Dear Ms. Brown:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Security and Subordination Agreement, a primary document, dated as of March 18, 2010. We request that this document be given the next available recordation number.

The names and addresses of the parties to the Memorandum of Security and Subordination Agreement are:

**Security Agent:**

Plainfield Direct, Inc.  
55 Railroad Avenue  
Greenwich, CT 06830

**Lender:**

Fifth Third Bank  
38 Fountain Square Plaza  
Cincinnati, OH 45263

**Security Provider:**

Sacramento Valley Railroad, Inc.  
One Boca Place  
2255 Glades Road, Suite 342-W  
Boca Raton, FL 33431

Ms. Cynthia T. Brown  
March 19, 2010  
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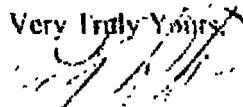
A description of the equipment covered by the Memorandum of Security and Subordination Agreement consists of all now owned or hereafter acquired right, title or interest in maintenance equipment on wheels, locomotives, rail cars, and other rolling stock, as well as rolling stock accessories intended for a use related to interstate commerce.

A fee of \$41.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer  
600 Baltimore Avenue  
Suite 301  
Towson, MD 21204  
Lou\_Gitomer@verizon.net

A short summary of the document to appear in the index follows: a Memorandum of Security and Subordination Agreement among Plainfield Direct, Inc., 55 Railroad Avenue, Greenwich, CT 06830; Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45263; and Sacramento Valley Railroad, Inc., One Boca Place, 2255 Glades Road, Suite 342-W, Boca Raton, FL 33431, covering all now owned or hereafter acquired right, title or interest in maintenance equipment on wheels, locomotives, rail cars, and other rolling stock, as well as rolling stock accessories intended for a use related to interstate commerce.

Very Truly Yours,

  
Louis E. Gitomer

Enclosure

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EXECUTION VERSION

## SURFACE TRANSPORTATION BOARD

## MEMORANDUM OF SECURITY AND SUBORDINATION AGREEMENT

This Memorandum of Security and Subordination Agreement, dated as of March 18, 2010, is among PLAINFIELD DIRECT INC., as successor in interest to PLAINFIELD OFFSHORE HOLDINGS XI INC. ("PLAINFIELD"), as Security Agent, SACRAMENTO VALLEY RAILROAD, INC. (the "SECURITY PROVIDER"), as Security Provider, and FIFTH THIRD BANK, an Ohio banking corporation, successor by merger with FIFTH THIRD BANK, a Michigan banking corporation ("FIFTH THIRD BANK").

1. PLAINFIELD and the SECURITY PROVIDER have entered into a Security Agreement (the "Security Agreement") dated as of July 8, 2008.
2. Pursuant to the Security Agreement, the SECURITY PROVIDER grants to PLAINFIELD for the benefit of the Finance Parties a continuing security interest in, among other property, all now owned or hereafter acquired right, title or interest in maintenance equipment on wheels, locomotives, rail cars, and other rolling stock, as well as rolling stock accessories intended for a use related to interstate commerce.
3. PLAINFIELD and FIFTH THIRD BANK, as Senior Lender, have entered into that certain Loan Subordination Agreement (the "Loan Subordination Agreement") dated as of March 4, 2010. Pursuant to the Loan Subordination Agreement, the security interests held by PLAINFIELD in certain collateral, including those security interests held by PLAINFIELD under the Security Agreement, are subordinated to the liens on such collateral securing certain obligations of SECURITY PROVIDER under that certain Loan and Security Agreement dated as of March 4, 2010, among SECURITY PROVIDER and FIFTH THIRD BANK, among others.
4. The terms defined in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for in the Security Agreement.
5. This document may be signed in any number of counterparts, each of which shall be original and all of which shall be a part of this Memorandum of Security and Subordination Agreement.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the parties hereto has caused this MEMORANDUM OF SECURITY AND SUBORDINATION AGREEMENT to be executed by its duly authorized officer as of the date first above written.

PLAINFIELD DIRECT INC.  
as Security Agent

By   
Name: Thomas K. Kital  
Title: Authorized Individual

SACRAMENTO VALLEY RAILROAD, INC.  
as Security Provider

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIFTH THIRD BANK  
as Lender

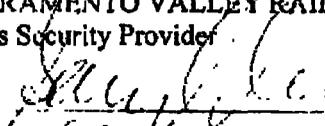
By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this MEMORANDUM OF SECURITY AND SUBORDINATION AGREEMENT to be executed by its duly authorized officer as of the date first above written.

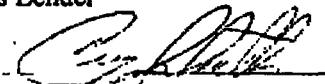
PLAINFIELD DIRECT INC.  
as Security Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SACRAMENTO VALLEY RAILROAD, INC.  
as Security Provider

By   
Name: Craig Schmitt  
Title: Vice President

FIFTH THIRD BANK  
as Lender

By   
Name: Craig Schmitt  
Title: Vice President  
Fifth Third Bank

IN WITNESS WHEREOF, each of the parties hereto has caused this MEMORANDUM OF SECURITY AND SUBORDINATION AGREEMENT to be executed by its duly authorized officer as of the date first above written.

PLAINFIELD DIRECT INC.  
as Security Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SACRAMENTO VALLEY RAILROAD, INC.  
as Security Provider

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIFTH THIRD BANK  
as Lender

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Craic ...  
Vice President  
Fifth Third bank



State of FLORIDA )  
County of PAUMBEACH ) ss.:

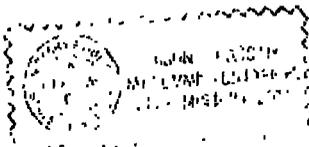
On the 5<sup>th</sup> day of MARCH in the year 2010, before me, SHARON A. HECKER, the undersigned Notary Public, personally appeared GARY O. MARINO personally known to me to be the person who executed the within instrument as Pres. & CEO on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.



Sharon A. Hecker  
Notary Public for STATE OF FLORIDA  
My Commission expires NOV. 29, 2011

State of Illinois )  
 ) ss.  
County of Clark )

On the 11th day of July in the year 2010, before me, John J. Schmitt, the  
Notary Public, personally appeared John J. Schmitt  
personally known to me to be the person who executed the within instrument as  
John J. Schmitt on behalf of the corporation therein named, and acknowledged to  
me that the corporation executed it.



John J. Schmitt  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_