

RECORDATION NO. 25643-5 FILED

JUN 02 '10 -11 05 AM

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**SURFACE TRANSPORTATION BOARD**

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OF COUNSEL  
URBAN A LESTER

June 2, 2010

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 Memorandum of Termination of Lease as to Certain Cars, dated as of May 27, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a partial lease termination and relates to the Memorandum of Railroad Equipment Lease and the Memorandum of Assignment of Lease previously filed with the Board under Recordation Number 25643 and 25643-A, respectively.

The names and addresses of the parties to the enclosed document are.

Debtor/Assignor: Infinity Rail, LLC  
1355 Peachtree Street  
Suite 750, South Tower  
Atlanta, Georgia 30309

Secured Party/  
Assignee: The CIT Group/Equipment Financing, Inc  
30 South Wacker, Suite 3000  
Chicago, Illinois 60606

Chief, Section of Administration  
June 2, 2010  
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A description of the railroad equipment covered by the enclosed document is.

104 covered hoppers, within the series IFRX 46113 - IFRX 801268 (previously bearing NAHX reporting marks) as more particularly set forth in the attachment to the document, have been terminated. The Lease remains in effect for IFRX 475209 (formerly NAHX 475209) and IFRX 478531 (formerly NAHX 478531).

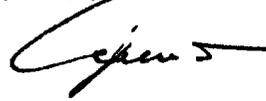
A short summary of the document to appear in the index is:

Memorandum of Termination of Lease as to Certain Cars

Also enclosed is a check in the amount of \$41 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,



Robert W. Alvord

EML/bhs  
Enclosures

JUN 02 '10 -11 05 AM

**Memorandum of Termination of Lease as to Certain Cars**

1. Infinity Rail, LLC, a Georgia limited liability company ("IR"), the lessor, with the consent of The CIT Group/Equipment Financing, Inc., a Delaware corporation ("CIT"), wishes to show for the public record that with respect to the 104 railroad cars described in the schedule attached hereto, the lease described below (the "Lease") is no longer in effect.

Lease to Union Pacific Railroad Company as lessee pursuant to the following documents:

Rider no. 19 (in the form of a letter dated January 31, 1991, executed on behalf of Union Pacific Railroad Company on 3/4/91 and on behalf of General Electric Railcar Leasing Services Corporation (f/k/a General Electric Railcar Services Corporation) on 5/20/91, and Exhibits A and B thereto) (which Rider no. 19 incorporates the provisions of the General Electric Railcar Services Corporation Car Leasing Agreement 8812-83 dated October 14, 1986 between General Electric Railcar Services Corporation as original lessor and Union Pacific Railroad Company as lessee), as amended by (i) Rider No. 19 Renewal No. 1 (executed on behalf of Union Pacific Railroad Company on 6/3/96 and on behalf of General Electric Railcar Services Corporation on 6/7/96), (ii) Rider No. 19 Renewal No. 2 (executed on behalf of Union Pacific Railroad Company on 7/24/01 and on behalf of General Electric Railcar Services Corporation on 7/27/01), and (iii) Rider No. 19 Renewal No. 3 (executed on behalf of Union Pacific Railroad Company on an unspecified date and on behalf of General Electric Railcar Services Corporation on 10/26/04) (together with any and all riders, exhibits, schedules, amendments, addenda, supplements, instruments, guarantees, and other agreements related thereto, the "Lease"), which Lease was assigned to The David J. Joseph Company ("DJJC") by General Electric Railcar Services Corporation on 11/10/2004, in connection with the sale of the Railcars subject thereto and was assigned to Infinity Rail, LLC by DJJC on or about 6/7/2005 in connection with the sale of the Railcars subject thereto

The Lease is evidenced by the following documents previously filed with the Surface Transportation Board ("STB"):

Description of document	Date and time of filing with STB	STB recordation number
Memorandum of Lease, dated as of June 10, 2005, executed by The David J. Joseph Company ("DJJC"), as lessor, and Union Pacific Railroad Company, as lessee	6/17/2005 4:31 p.m	25643
Memorandum of Assignment of Lease, dated as of June 7, 2005, executed by DJJC, as assignor, and IR as assignee	6/20/2005 11:10 a.m	25643-A

2. The Lease remains in effect with respect to the following two (2) railroad cars:

Car Mark	Car Number	Previous Mark	Previous Number
IFRX	475209	NAHX	475209
IFRX	478531	NAHX	478531

3. This instrument does not release or terminate (or otherwise impair) CIT's security interest in any of the 106 railroad cars considered in themselves apart from the Lease. In particular, this instrument does not release or terminate CIT's security interest in the railroad cars that is evidenced by the following memoranda of security agreement (and, accordingly, the following memoranda of security agreement remain in effect):

Description of document	Date and time of filing with STB	STB recordation number
Memorandum of Security Agreement, dated as of June 22, 2005, executed by IR, as debtor/assignor, and CIT, as secured party / assignee	6/23/2005 12:10 p.m.	25643-B
Memorandum of Amendment to Security Agreement, dated as of May 15, 2009, executed by IR as debtor/assignor, and CIT, as secured party / assignee	6/04/2009 3:00 p.m.	25643-D

Any release or termination of CIT's security interest in any of the 106 railroad cars, considered in themselves apart from the Lease, will be evidenced by one or more separate instruments filed with the STB on or after the date of filing of this instrument.

Similarly, to the extent the Lease remains in effect, that is, to the extent relating to the two (2) cars listed in section 2 above, CIT's security interest in the Lease, and the memoranda of CIT's security agreement in the Lease (recorded under STB recordation nos. 25643-C and 25643-E), remain in effect.

4. The addresses of the parties are as follows:

Infinity Rail, LLC (Debtor / Assignor) 1355 Peachtree Street Suite 750, South Tower Atlanta, Georgia 30309	The CIT Group/Equipment Financing, Inc. (Secured Party / Assignee) 30 South Wacker, Suite 3000 Chicago, Illinois 60606 Attention: Rail Resources, Vice President – Credit
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5. This instrument may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

[Execution on next page]

[Signature page to Memorandum of Termination of Lease as to Certain Cars]

Executed as of May 27, 2010.

INFINITY RAIL, LLC  
By Infinity Asset Management, LLC as Manager

By: [Signature]  
Jeffrey E. Edelman, President

State of Georgia; County of Fulton

On June 2, 2010, 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 limited liability company.

[Signature]  
Notary Public  
My commission expires:

[NOTARIAL SEAL]



THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: [Signature]  
Name: Richard A. Rossi  
Title: Senior Director

State of ILLINOIS; County of COOK

On MAY 26, 2010, before me personally appeared Richard A. Rossi, to me personally known, who being by me duly sworn, said that he is Senior Director of The CIT Group/Equipment Financing, Inc., that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation.

[Signature]  
Notary Public  
My commission expires:

[NOTARIAL SEAL]



**Schedule 1**  
to Memorandum of Termination of Lease as to Certain Cars

Cars no longer subject to the Lease:

Count	Mark	Num	Prev	Prev	Count	Mark	Num	Prev	Prev
1	IFRX	46113	NAHX	46113	53	IFRX	57351	NAHX	57351
2	IFRX	46276	NAHX	46276	54	IFRX	475037	NAHX	475037
3	IFRX	46284	NAHX	46284	55	IFRX	475109	NAHX	475109
4	IFRX	46285	NAHX	46285	56	IFRX	475124	NAHX	475124
5	IFRX	46727	NAHX	46727	57	IFRX	475142	NAHX	475142
6	IFRX	46746	NAHX	46746	58	IFRX	475143	NAHX	475143
7	IFRX	46750	NAHX	46750	59	IFRX	475147	NAHX	475147
8	IFRX	46780	NAHX	46780	60	IFRX	475148	NAHX	475148
9	IFRX	46962	NAHX	46962	61	IFRX	475154	NAHX	475154
10	IFRX	52965	NAHX	52965	62	IFRX	475162	NAHX	475162
11	IFRX	52999	NAHX	52999	63	IFRX	475208	NAHX	475208
12	IFRX	53547	NAHX	53547	64	IFRX	475249	NAHX	475249
13	IFRX	53553	NAHX	53553	65	IFRX	475348	NAHX	475348
14	IFRX	53565	NAHX	53565	66	IFRX	475375	NAHX	475375
15	IFRX	53581	NAHX	53581	67	IFRX	475459	NAHX	475459
16	IFRX	53584	NAHX	53584	68	IFRX	475707	NAHX	475707
17	IFRX	53593	NAHX	53593	69	IFRX	475733	NAHX	475733
18	IFRX	53658	NAHX	53658	70	IFRX	475745	NAHX	475745
19	IFRX	53764	NAHX	53764	71	IFRX	475856	NAHX	475856
20	IFRX	53818	NAHX	53818	72	IFRX	475857	NAHX	475857
21	IFRX	53839	NAHX	53839	73	IFRX	475858	NAHX	475858
22	IFRX	53962	NAHX	53962	74	IFRX	475881	NAHX	475881
23	IFRX	54101	NAHX	54101	75	IFRX	476023	NAHX	476023
24	IFRX	54162	NAHX	54162	76	IFRX	476109	NAHX	476109
25	IFRX	54407	NAHX	54407	77	IFRX	476111	NAHX	476111
26	IFRX	54409	NAHX	54409	78	IFRX	476190	NAHX	476190
27	IFRX	54425	NAHX	54425	79	IFRX	476215	NAHX	476215
28	IFRX	54426	NAHX	54426	80	IFRX	476225	NAHX	476225
29	IFRX	55251	NAHX	55251	81	IFRX	476362	NAHX	476362
30	IFRX	55272	NAHX	55272	82	IFRX	476367	NAHX	476367
31	IFRX	55324	NAHX	55324	83	IFRX	476377	NAHX	476377
32	IFRX	55404	NAHX	55404	84	IFRX	476378	NAHX	476378
33	IFRX	55456	NAHX	55456	85	IFRX	477226	NAHX	477226
34	IFRX	55465	NAHX	55465	86	IFRX	477227	NAHX	477227
35	IFRX	55490	NAHX	55490	87	IFRX	478428	NAHX	478428
36	IFRX	55499	NAHX	55499	88	IFRX	478457	NAHX	478457
37	IFRX	55543	NAHX	55543	89	IFRX	478462	NAHX	478462
38	IFRX	55544	NAHX	55544	90	IFRX	478522	NAHX	478522
39	IFRX	55548	NAHX	55548	91	IFRX	478524	NAHX	478524
40	IFRX	55557	NAHX	55557	92	IFRX	478527	NAHX	478527
41	IFRX	55566	NAHX	55566	93	IFRX	478528	NAHX	478528
42	IFRX	55596	NAHX	55596	94	IFRX	479044	NAHX	479044
43	IFRX	55637	NAHX	55637	95	IFRX	479210	NAHX	479210
44	IFRX	56148	NAHX	56148	96	IFRX	481054	NAHX	481054
45	IFRX	56237	NAHX	56237	97	IFRX	800096	NAHX	800096
46	IFRX	56238	NAHX	56238	98	IFRX	800126	NAHX	800126
47	IFRX	56247	NAHX	56247	99	IFRX	800392	NAHX	800392
48	IFRX	56274	NAHX	56274	100	IFRX	800637	NAHX	800637
49	IFRX	56280	NAHX	56280	101	IFRX	800673	NAHX	800673
50	IFRX	56286	NAHX	56286	102	IFRX	801225	NAHX	801225
51	IFRX	56713	NAHX	56713	103	IFRX	801268	NAHX	801268
52	IFRX	57346	NAHX	57346	destroyed:				
					104	IFRX	56143	NAHX	56143

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: JUNE 2, 2010



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Robert W. Alvord