

RECORDATION NO. 18741-S FILED  
May 10, 2012 03:30 PM  
SURFACE TRANSPORTATION BOARD

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May 10, 2012

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

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Instrument Regarding Succession in Office of Owner Trustee (CNW 1994-B), dated as of January 31, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 18741.

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

Predecessor

Owner Trustee: U.S. Bank National Association  
225 Asylum Street, 23<sup>rd</sup> Floor  
Hartford, CT 06103

Successor

Owner Trustee: Wells Fargo Bank Northwest, NA  
229 S. Main Street, 12<sup>th</sup> Floor  
Salt Lake City, UT 84111

Owner Participant: Infinity Transportation, LLC  
1355 Peachtree Street  
Suite 750, South Tower  
Atlanta, GA 30309

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

239 coal cars: CNW 880000 - CNW 880249 (inclusive), but excluding the following units (which units previously sustained casualties and are no longer subject to the Lease): CNW 880039, CNW 880079, CNW 880096, CNW 880102, CNW 880134, CNW 880145, CNW 880152, CNW 880162, CNW 880208, CNW 880212, CNW 880223.

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

Instrument Regarding Succession in Office of Owner Trustee (CNW 1994-B).

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,



Edward M. Luria

EML/sem  
Enclosures

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SURFACE TRANSPORTATION BOARD

**Instrument Regarding Succession in Office of Owner Trustee  
(CNW 1994-B)**

Instrument Regarding Succession in Office of Owner Trustee (CNW 1994-B) entered into as of January 31, 2012, among (i) Infinity Transportation, LLC, a Delaware limited liability company ("IT," or in its capacity as Owner Participant, "Owner Participant"), (ii) U.S. Bank National Association, a national banking association ("USB"), as the Owner Trustee (in such capacity, "Owner Trustee" or "predecessor Owner Trustee"), and (iii) Wells Fargo Bank Northwest, N.A., a national banking association ("WFBN" or, in the capacity as successor Owner Trustee, "successor Owner Trustee").

USB is the trustee of the trust created and existing under the Trust Agreement (the "Trust"). In that capacity, it (and its successor as such trustee) is called the "Owner Trustee." IT (as successor to General Foods Credit Corporation) owns the beneficial interest in the Trust. Accordingly, IT is the "Owner Participant" under the Trust Agreement. "Trust Agreement" means the Amended and Restated Trust Agreement (CNW 1994-B) dated as of October 30, 2007 between IT (successor to General Foods Credit Corporation) as Owner Participant and USB (successor to Shawmut Bank Connecticut, National Association) as Owner Trustee. For purposes of this instrument, capitalized terms used herein and not otherwise defined herein have the meanings assigned to them in the Trust Agreement, including the Trust Agreement's reference to definitions in Appendix A to the Lease (as amended, supplemented, and otherwise modified to date, including by the Omnibus Amendment).

Now, therefore, the parties hereto hereby take the following actions, effective as of the date of this instrument (the "Effective Time"):

1. In accordance with Trust Agreement Sections 9.01(a) and (b) and as of the Effective Time, (i) Owner Participant hereby removes USB from office as Owner Trustee, (ii) Owner Participant hereby appoints WFBN as successor Owner Trustee, and (iii) WFBN hereby accepts the foregoing appointment as successor Owner Trustee. By its signature below, the predecessor Owner Trustee waives the 60 days' prior written notice required for removal under Section 9.01(a) of the Trust Agreement.

2. Pursuant to Trust Agreement Section 9.01(b), by its acceptance of that appointment and the delivery of an executed counterpart of this instrument to the predecessor Owner Trustee, WFBN as successor Owner Trustee hereby has become vested with (and in confirmation of that, in accordance with Trust Agreement Section 9.01(b), predecessor Owner Trustee hereby transfers to WFBN as successor Owner Trustee) all the estates, properties, rights, powers, duties, and trusts of the predecessor Owner Trustee; provided, however, that this transfer does not include any of the rights of USB or the predecessor Owner Trustee to Excepted Property arising or attributable to events accruing on or prior to the Effective Time. Without limiting the generality of the preceding sentence, successor Owner Trustee has become vested with, and predecessor Owner Trustee hereby transfers to successor Owner Trustee, the Trust Estate, including (without limitation) all estate, right, title, and interest of the Owner Trustee in and to (i) the Equipment (that is, 239 mechanized Rapid Discharge II aluminum coal cars manufactured by Trinity Industries, Inc., bearing the reporting mark "CNW" and road numbers 880000 - 880249 (inclusive) but excluding road numbers 880039, 880079, 880096, 880102, 880134, 880145, 880152, 880162, 880208, 880212, and 880223 since the cars bearing those excluded numbers previously sustained casualties and are no longer part of the Trust Estate and are no longer subject to the Lease), and (ii) the lessor's interest in the lease of the Equipment pursuant to the Lease of Railroad Equipment (CNW 1994-B) dated as of March 1, 1994 between Union Pacific Railroad Company (successor to Chicago and North Western Transportation Company) as Lessee and the Owner Trustee as Lessor, as amended, supplemented, or otherwise modified to date. (The Equipment, the Lease, and certain other Operative Agreements are the subject of certain filings recorded by the Surface Transportation Board under recordation no. 18741.) The predecessor Owner Trustee makes no representation as to this description of the Trust Estate, but it agrees that this instrument is intended to transfer to the successor Owner Trustee the entirety of the Trust Estate (it being understood that the Trust Estate does not include Excepted Property). In accordance with Trust Agreement Section 9.01(b), predecessor Owner Trustee will execute such further documents and take such other

actions as successor Owner Trustee may (in accordance with that section) request to transfer to successor Owner Trustee all monies or other property held by predecessor Owner Trustee upon the trusts expressed in the Trust Agreement.

3. WFBN represents to Owner Participant and predecessor Owner Trustee that WFBN satisfies the requirements of Trust Agreement Section 9.01(c) for a successor Owner Trustee.

4. In accordance with Trust Agreement Section 9.01(a) and Indenture Section 7.01, Owner Participant and successor Owner Trustee will notify the Indenture Trustee, the Holder(s) of the outstanding Equipment Notes, and the Lessee that WFBN has succeeded USB as the Owner Trustee and provide them with a copy of this instrument.

5. This instrument shall be governed by and construed in accordance with the laws of the jurisdiction which govern the Trust Agreement and its construction. This instrument may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. A signed counterpart of this instrument transmitted by email as a pdf or by facsimile transmission will have the same effect as one delivered in the form of a paper original.

6. Notices hereunder to any party hereto must be in writing and will be deemed given (i) when delivered personally, (ii) three business days after depositing same in the U.S. Mail, certified or registered, with adequate postage prepaid, return receipt requested, (iii) one business day after the date sent for overnight delivery by Federal Express, UPS, overnight U.S. Mail, or other responsible overnight carrier, with adequate postage and fees prepaid, or (iv) when transmitted by telephone facsimile transmission, confirmed by the sender's equipment or otherwise; addressed in each case to the party at the party's address set forth below, or such other address as the party may designate by notice to all other parties as herein provided.

If to predecessor Owner Trustee: U.S. Bank National Association, Corporate Trust Services, 225 Asylum Street, 23<sup>rd</sup> Floor, Hartford, Connecticut, 06103, Attention: Mark A. Forgetta, facsimile (860) 241-6881

If to successor Owner Trustee: Wells Fargo Bank Northwest, NA, 229 S. Main Street, 12<sup>th</sup> Floor, Salt Lake City, Utah, 84111, Attention: Michael Arsenault, facsimile (801) 246-5053

If to Owner Participant: Infinity Transportation, LLC, 1355 Peachtree Street, Suite 750 - South Tower, Atlanta, Georgia 30309, Attention: Jeffrey E. Edelman, facsimile (678) 904-6310

[Execution on next page]

[Signature page for Instrument Regarding Succession in Office of Owner Trustee (CNW 1994-B)]

WITNESS the parties' signatures.

INFINITY TRANSPORTATION, LLC

By: [Signature]  
Jeffrey E. Edelman, President

On January 30, 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.

[Signature]  
Notary Public  
My commission expires:

[NOTARIAL SEAL]



U.S. BANK NATIONAL ASSOCIATION,  
individually and as (predecessor) Owner Trustee

By: [Signature]  
Name: Mark A. Forgetta  
Title: Vice President

On January 30, 2012, personally appeared before me Mark A. Forgetta, to me personally known, who being by me duly sworn says that he is Vice President of U.S. Bank National Association, that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such entity.

[Signature]  
Notary Public  
My commission expires: **KAREN R. FELT**  
**Notary Public, State of Connecticut**  
**My Commission Expires Feb. 28, 2014**  
[NOTARIAL SEAL]

WELLS FARGO BANK NORTHWEST, NA, not in its individual capacity except as expressly provided herein but solely as Owner Trustee

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

On \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, to me personally known, who being by me duly sworn says that he is \_\_\_\_\_ of Wells Fargo Bank Northwest, NA, that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such entity.

\_\_\_\_\_  
Notary Public  
My commission expires:  
[NOTARIAL SEAL]



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: 5/10/12

Edward M Luria  
Edward M. Luria