

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

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URBAN A. LESTER

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 a Memorandum of Agreement, dated as of May 10, 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:

Lender: Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue So., Suite 700,
Minneapolis, MN 55402

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

Chief of the Section of Administration

May 10, 2012

Page 2

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:

Memorandum of Agreement.

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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF AGREEMENT

dated as of May 10, 2012

between

INFINITY TRANSPORTATION, INC.,
as Borrower,

and

WELLS FARGO EQUIPMENT FINANCE, INC.
as Lender

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into as of May 10, 2012, by and between WELLS FARGO EQUIPMENT FINANCE, INC. ("Lender") and INFINITY TRANSPORTATION, LLC ("Borrower"), with reference to the following:

1. Lender has agreed to make a loan to Borrower, and Borrower has agreed to borrow certain sums from Lender, secured by the entire beneficial interest of Borrower in the Trust known as the CNW 1994-B Trust created pursuant to that certain Amended and Restated Trust Agreement (CNW 1994-B) dated as of October 30, 2007, as amended by that certain Amendment to Amended and Restated Trust Agreement (CNW 1994-B) dated as of January 31, 2012 (collectively, the "Trust Agreement"), between Borrower (as assignee of General Foods Credit Corporation) and Wells Fargo Bank Northwest, National Association (successor-in-interest to U.S. Bank National Association (successor-in-interest to Shawmut Bank Connecticut, National Association)), as Owner Trustee (the "Owner Trustee"); which includes all of Borrower's present and future right, title and interest in, under and with respect to (among others) the Trust Estate (as such term is defined in the Trust Agreement) and the beneficial ownership interest in those certain railcars described on Exhibit No. 1 attached hereto, which are leased pursuant to that certain Lease of Railroad Equipment (CNW 1994-B) dated as of March 1, 1994, as amended, supplemented or otherwise modified; the "Lease"), between Union Pacific Railroad Company (successor-in-interest to Chicago and North Western Transportation Company), and the Owner Trustee.

All of such railcars and the Lease are more fully described in Annex D to that certain Loan and Security Agreement dated as of May 10, 2012 (together with all of the schedules and other attachments thereto, collectively, the "Agreement"), between Lender and Borrower.

2. The Agreement shall be effective as of the date hereof.

This Memorandum of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Agreement to be executed as of the date first above written.

WELLS FARGO EQUIPMENT FINANCE, INC.

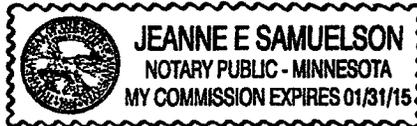
By: *Jacqueline P Barragan*
Name: Jacqueline P Barragan
Title: Vice President
Loan Administration Manager

STATE OF MN)
) ss.
COUNTY OF Hennepin)

On this 20th day of March, 2012, before me appeared Jacqueline Barragan, the person who signed this instrument, who acknowledged that (s)he is the VP, Loan Admin Mgr of WELLS FARGO EQUIPMENT FINANCE, INC. and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

Jeanne E Samuelson
Notary Public

My commission expires:
1-31-15



**EXHIBIT NO. 1
TO MEMORANDUM OF AGREEMENT**

DESCRIPTION OF RAILCARS AND REPORTING MARKS

Two hundred thirty-nine (239) mechanized RAPID DISCHARGE II aluminum coal cars manufactured by Trinity Industries, Inc., bearing reporting marks and road numbers as follows:

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

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