RECORDATION NO. 20563-M FILED

JUL 1 3 '04 3-59 PM

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)

OF COUNSEL
URBAN A. LESTER

July 13, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Collateral Assignment, dated as of July 13, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease which was previously filed with the Board under Recordation Number 20563, the Memorandum of Lease which was previously filed with the Board under Recordation Number 24406 and the Memorandum of Assignment which is being filed with the Board under Recordation Number _____.

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

Lender: GMAC Commercial Finance LLC
210 Interstate North Parkway
Suite 315
Atlanta, Georgia 30339

Borrower: Infinity Rail, LLC
c/o Infinity Asset Management, LLC
817 West Peachtree Street, Suite M 110
Atlanta, Georgia 30308

[Sublessee: Conrad Yelvington Distributors, Inc.
2326 Bellevue Avenue
Daytona Beach, Florida 32114]

[Sublessee: Martin Marietta Aggregates, a division of
Martin Marietta Materials, Inc.
11467 Huebner Road, Suite 300
San Antonio, Texas 78230]

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

673 railcars:

573 open top quad hopper cars within the series CYDX 000100 - CYDX 000698 as more particularly set forth in the equipment schedule attached to the document.

100 pocket open top hopper cars: PRSX 2000 – PRSX 2099.

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

Memorandum of Collateral Assignment.

Also enclosed is a check in the amount of $30.00 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

RWA/anm
Enclosures

RECORDATION NO. 20563-M FILED

JUL 13 '04 3-50 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF COLLATERAL ASSIGNMENT
(Surface Transportation Board)

THIS MEMORANDUM OF COLLATERAL ASSIGNMENT dated as of July 13, 2004 is between Infinity Rail, LLC ("Borrower"), and GMAC Commercial Finance LLC ("Lender").

The parties to this Memorandum hereby acknowledge and confirm the following:

A. Borrower is lessee of certain railroad cars more particularly described on Schedule 1 attached hereto (the "Cars") pursuant to the Master Equipment Sublease dated February 7, 1997 (the "Illinois Central Lease") (as amended, modified, extended, supplemented, restated and/or replaced from time to time) with Illinois Central Railroad Company evidence of this Illinois Central Lease has been recorded with the Surface Transportation Board (the "STB") on March 4, 1997 and assigned conveyance number 20563.

B. Borrower, as lessor, leases the Cars to (i) Conrad Yelvington Distributors, Inc. pursuant to the Master Lease Agreement dated as of April 1, 1999, and related Schedule No. 23 dated as of March 24, 2003 (the "Conrad Lease") (as amended, modified, extended, supplemented, restated and/or replaced from time to time), and evidence of this Conrad Lease has been recorded with the STB on November 6, 2003 and assigned conveyance number 24406, and (ii) Martin Marietta Aggregates, a division of Martin Marietta Materials, Inc. pursuant to the Lease Agreement dated as of July 15, 1997 and related Exhibit A-3 dated as of May 19, 2000 (individually the "Martin Lease" and collectively with the Illinois Central Lease and the Conrad Lease the "Leases") (as amended, modified, extended, supplemented, restated and/or replaced from time to time).

C. Borrower and Lender are parties to that certain Loan and Security Agreement dated July 13, 2004 pursuant to which Borrower has granted, assigned, transferred and conveyed as collateral security to Lender all of Borrower's right, title and interest in, under and with respect to the Leases.

D. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

[The remainder of this page has been intentionally left blank.]

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

GMAC COMMERCIAL FINANCE LLC

By: Amina Kurtman
Name: AMINA KURTMAN
Title: VICE PRESIDENT

STATE OF Ga)
) ss:
COUNTY OF Cobb)

The foregoing Memorandum of Assignment was acknowledged before me, the undersigned Notary Public, in the County of Cobb this ____ day of July, 2004 by Amina Kurtman as Vice Pres. of GMAC Commercial Finance LLC, on behalf of the corporation.

Notary Public

My commission expires:_____

[Notarial Seal]

TANJA BARNER
Notary Public
Cobb County
State of Georgia
My Commission Expires September 16, 2007

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

INFINITY RAIL, LLC
By Infinity Asset Management, LLC

By: _____
Eugene N. Martini, President

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

The foregoing Memorandum of Agreement was acknowledged before me, the undersigned Notary Public, in the County of Clayton this 9th day of July, 2004 by Eugene N. Martini, 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 he executed the foregoing instrument on behalf of said limited liability company by authority of its board of managers, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

_____
Notary Public

My commission expires:_____

[Notarial Seal]

LINDA L. FREEMAN
NOTARY
EXPIRES
GEORGIA
JUNE 10, 2008
PUBLIC
CLAYTON COUNTY

Schedule 1

Collateral

DESCRIPTION OF USER LEASES AND LEASED EQUIPMENT

Schedule No. 23 dated as of March 24, 2003, between Railcar, Ltd. ("Railcar") (acting as agent), as lessor, and Conrad Yelvington Distributors, Inc. ("Conrad"), as lessee, and to the extent incorporated therein that certain Master Lease Agreement dated as of April 1, 1999 between Railcar and Conrad, in each case as amended, modified and supplemented, pursuant to which Conrad leased the following Primary Equipment:

573 used 1968 and 1969 ICG Built, 1982 Re-built, 100 ton open top quad hoppers containing reporting marks and numbers: CYDX 000100 through 000464 inclusive; CYDX 000466 through 000540 inclusive; CYDX 000542 through 00582, inclusive; CYDX 000585, 000589, 000590, 000591, 000595, 000596, 000597, 000598, 000599, 000600, 000602, 000604, and 000615; CYDX 000619 through 000694 inclusive; and CYDX 000696 through 000698, inclusive.

Exhibit A-3 dated as of May 19, 2000 (that being the date of execution by the last party to sign) between Railcar, as lessor, and Martin Marietta Aggregates, a division of Martin Marietta Materials, Inc. ("Martin Marietta"), as lessee, and to the extent incorporated therein that certain Lease Agreement dated as of July 15, 1997 between Railcar (acting as agent), as lessor, and Martin Marietta, as lessee, as amended, modified and supplemented, pursuant to which Martin Marietta leased the following equipment:

100 used IC, 3600 cubic foot, 100-ton (263,000 lb Gross Weight on Rail) four pocket open top hopper railcars with 45-degree slope sheets, containing reporting marks and numbers: PRSX 2000 through PRSX 2099 (inclusive).

Description of Accounts

Each deposit account of Borrower controlled by Lender pursuant to an account control agreement between the bank, Borrower, and Lender.

Description of Agreement

Master Assignment and Assumption Agreement dated as of April 30, 2004 between Borrower and Progress Rail Services Corporation, together with all documents and agreements entered into or delivered in connection therewith.