

RECORDATION NO. 25621-A FILED

JUN 09 '05 12:01 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

June 8, 2005

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 Security Agreement, dated as of June 8, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease being filed with the Board under Recordation Number 25621.

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

Debtor/Assignor: Infinity Rail, LLC  
c/o Infinity Asset Management, LLC (as  
Manager)  
817 West Peachtree Street, Suite M110  
Atlanta, Georgia 30308

Secured Party/  
Assignee: The CIT Group/Equipment Financing, Inc.  
1211 Avenue of the Americas  
New York, New York 10036

Mr. Vernon A. Williams  
June 8, 2005  
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A description of the railroad equipment covered by the enclosed document is:

44 boxcars: ATW 961000 – ATW 961045 (excluding ATW 961020 and ATW 961042).

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

Memorandum of Security Agreement.

Also enclosed is a check in the amount of \$33.00 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 'Alvord', with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/anm  
Enclosures

JUN 09 '05 12-01 PM

MEMORANDUM OF SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

1. Pursuant to the Security Agreement identified below, Infinity Rail, LLC, a Georgia limited liability company ("IR"), has granted to The CIT Group/Equipment Financing, Inc. ("CIT"), as security for certain obligations of IR to CIT, a security interest in all of IR's right, title, and interest in and to the railroad equipment identified on Schedule 4(a) attached hereto. "Security Agreement" means the Security Agreement dated as of June 7, 2005, between IR and CIT.

2. The addresses of the parties are as follows:

Infinity Rail, LLC (Debtor / Assignor)  
817 West Peachtree Street, Suite M110  
Atlanta, Georgia 30308

The CIT Group/Equipment Financing, Inc. (Secured Party / Assignee)  
1211 Avenue of the Americas  
New York, New York 10036  
Attention: Rail Resources, Vice President – Credit

3. The terms and provisions of the above-referenced security interest are more particularly set forth in the above-referenced Security Agreement.

4. This Memorandum 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; remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of June 8, 2005.

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

By: *Jeffrey E. Edelman*  
Jeffrey E. Edelman, Vice President

State of Georgia        )  
                                  ) ss:  
County of Fulton        )

On June 8, 2005, 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 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.

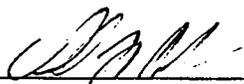
*Linda L. Freeman*  
Notary Public  
My commission expires:

[NOTARIAL SEAL]



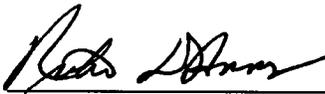
[Execution continued on next page; remainder of this page intentionally left blank]

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By:   
Name: William J. Hunter  
Title: Vice President – Structured Finance

State of New York     )  
                                  ) ss:  
County of New York    )

On June 8, 2005, personally appeared before me William J. Hunter, to me personally known, who being by me duly sworn, said that he is a Vice President – Structured Finance of The CIT Group/Equipment Financing, Inc., that such instrument was signed on behalf of such corporation by the authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

  
Notary Public  
My commission expires:

[NOTARIAL SEAL]

**RICHARD D'ANNUNZIO**  
Notary Public, State of New York  
No. 43-4693159  
Qualified in Richmond County  
Commission Expires March 30, 2007

**SCHEDULE 4(a)**

**Items relating to 44 boxcars leased to C&J Railroad Company d/b/a Mississippi Delta Railroad:**

Acquisition Agreement:

Agreement of Purchase and Sale, dated as of November 23, 2004 between Railcar Interchange, Inc., as seller and Infinity Rail, LLC, as buyer

Lease Agreement:

Rider No. 1 (undated; executed by lessee as of April 12, 2005), which incorporates the provisions of the Master Lease Agreement dated as of December 17, 2004 (so stated in the Rider; the actual date of the relevant Master Lease Agreement is January 1, 2005), between Infinity Rail, LLC, as lessor, and C&J Railroad Company d/b/a Mississippi Delta Railroad, as lessee (together with any and all riders, exhibits, schedules, amendments, addenda, supplements, instruments, guarantees, and other agreements related thereto)

The Acquisition Agreement and the Lease Agreement each relate to the following Railcars:

Description of Cars:

used 52' 6" 70-ton boxcars

Quantity:

forty four (44)

Reporting marks and identifying numbers:

Old Marks	Old Identifying numbers	New Marks	New Identifying numbers
HLMX	61000	ATW	961000
HLMX	61001	ATW	961001
HLMX	61002	ATW	961002
HLMX	61003	ATW	961003
HLMX	61004	ATW	961004
HLMX	61005	ATW	961005
HLMX	61006	ATW	961006
HLMX	61007	ATW	961007
HLMX	61008	ATW	961008
HLMX	61009	ATW	961009
HLMX	61010	ATW	961010
HLMX	61011	ATW	961011
HLMX	61012	ATW	961012
HLMX	61013	ATW	961013
HLMX	61014	ATW	961014
HLMX	61015	ATW	961015
HLMX	61016	ATW	961016

HLMX	61017	ATW	961017
HLMX	61018	ATW	961018
HLMX	61019	ATW	961019
HLMX	61021	ATW	961021
HLMX	61022	ATW	961022
HLMX	61023	ATW	961023
HLMX	61024	ATW	961024
HLMX	61025	ATW	961025
HLMX	61026	ATW	961026
HLMX	61027	ATW	961027
HLMX	61028	ATW	961028
HLMX	61029	ATW	961029
HLMX	61030	ATW	961030
HLMX	61031	ATW	961031
HLMX	61032	ATW	961032
HLMX	61033	ATW	961033
HLMX	61034	ATW	961034
HLMX	61035	ATW	961035
HLMX	61036	ATW	961036
HLMX	61037	ATW	961037
HLMX	61038	ATW	961038
HLMX	61039	ATW	961039
HLMX	61040	ATW	961040
HLMX	61041	ATW	961041
HLMX	61043	ATW	961043
HLMX	61044	ATW	961044
HLMX	61045	ATW	961045

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**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: 6/8/05



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Robert W. Alvord