RECORDATION NO. 20216-D FILED

JUN 09 '05 12-40 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

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 Railcar Lease Agreement previously filed with the Board under Recordation Number 20216.

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

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

Lease covering 104 covered hopper cars within the series MBLX 053001 - MBLX 053166 as more particularly set forth in the equipment schedule attached to the document.

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,

Robert W. Alvord

RWA/anm
Enclosures

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF SECURITY AGREEMENT

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 lease identified on the schedule attached hereto, which lease relates to the railroad equipment identified on that schedule. "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]

[Lease-Exxon Mobil]

NEWYORK/#149166.1 {

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, 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]

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

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

NEWYORK/#149166.1

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

[Lease-Exxon Mobil]

NEWYORK/#149166.1 {

SCHEDULE

Items relating to 104 covered hopper cars leased to ExxonMobil Oil Corporation:

Acquisition Agreement:
Purchase and Sale Agreement dated April 29, 2005 between M&T Credit Services, LLC, as Seller, and Infinity Rail, LLC, as Purchaser

Lease Agreement:
Amended, Restated and Combined Riders No. 34, 35 and 36 dated as of December 1, 2004, between M&T Credit Services, LLC as successor lessor and ExxonMobil Oil Corporation as successor lessee (which incorporates the provisions of the Master Rail Car Lease and Service Contract No. L-261-84 dated October 24, 1995 between Transportation Equipment, Inc. as original lessor and Mobil Oil Corporation as original lessee) (together with any and all riders, exhibits, schedules, amendments, addenda, supplements, instruments, guarantees, and other agreements related thereto)

This Lease Agreement relates to the following Railcars:

Quantity and Description of Cars:
One hundred four (104) covered hopper cars, specifically, (i) ninety nine (99) 5,250 c.f. covered hopper cars, and (ii) five (5) 5,700 c.f. covered hopper cars, bearing reporting marks and identifying numbers as follows:

No.	Reporting Marks / Numbers	No.	Reporting Marks / Numbers	No.	Reporting Marks / Numbers
1	MBLX053076	41	MBLX053091	81	MBLX053162
2	MBLX053077	42	MBLX053092	82	MBLX053163
3	MBLX053078	43	MBLX053093	83	MBLX053164
4	MBLX053083	44	MBLX053094	84	MBLX053165
5	MBLX053085	45	MBLX053095	85	MBLX053141
6	MBLX053128	46	MBLX053096	86	MBLX053142
7	MBLX053129	47	MBLX053097	87	MBLX053143
8	MBLX053130	48	MBLX053098	88	MBLX053144
9	MBLX053132	49	MBLX053099	89	MBLX053145
10	MBLX053166	50	MBLX053101	90	MBLX053146
11	MBLX053001	51	MBLX053102	91	MBLX053147
12	MBLX053002	52	MBLX053103	92	MBLX053148
13	MBLX053003	53	MBLX053104	93	MBLX053149
14	MBLX053004	54	MBLX053105	94	MBLX053150
15	MBLX053005	55	MBLX053106	95	MBLX053151
16	MBLX053006	56	MBLX053107	96	MBLX053152
17	MBLX053007	57	MBLX053109	97	MBLX053153
18	MBLX053011	58	MBLX053110	98	MBLX053154
19	MBLX053012	59	MBLX053135	99	MBLX053155
20	MBLX053013	60	MBLX053136	100	MBLX053156

21	MBLX053014	61	MBLX053111	101	MBLX053157
22	MBLX053015	62	MBLX053112	102	MBLX053158
23	MBLX053016	63	MBLX053113	103	MBLX053159
24	MBLX053017	64	MBLX053114	104	MBLX053160
25	MBLX053018	65	MBLX053115		
26	MBLX053019	66	MBLX053116		
27	MBLX053020	67	MBLX053117		
28	MBLX053021	68	MBLX053118		
29	MBLX053022	69	MBLX053119		
30	MBLX053023	70	MBLX053137		
31	MBLX053024	71	MBLX053138		
32	MBLX053025	72	MBLX053139		
33	MBLX053086	73	MBLX053140		
34	MBLX053087	74	MBLX053120		
35	MBLX053088	75	MBLX053121		
36	MBLX053089	76	MBLX053122		
37	MBLX053131	77	MBLX053123		
38	MBLX053134	78	MBLX053124		
39	MBLX053008	79	MBLX053125		
40	MBLX053090	80	MBLX053161		

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

Robert W. Alvord