

RECORDATION NO. 26039-A FILED

DEC 19 '05

2-39 PM

SURFACE TRANSPORTATION BOARD

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

December 16, 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 December 15, 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 _____.

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

Debtor/Assignor: Infinity Rail, LLC
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
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A description of the railroad equipment covered by the enclosed document is:

76 open top hopper cars: railcar IFRX 433574 and 75 railcars within the series IFRX 592041 – IFRX 592978 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

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 railroad equipment identified on the schedule attached hereto. "Security Agreement" means the Security Agreement dated as of June 7, 2005, between IR and CIT, as amended to date.

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 December 15, 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~~)
 De Kalb

On December 15, 2005, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn says that he is Vice 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.

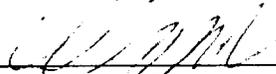
Stephanie Cassamas
Notary Public
My commission expires:

[NOTARIAL SEAL]

Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2008

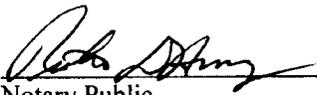
[Execution continued on next page; remainder of this page intentionally left blank]

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 Dec 15, 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, 20 02

SCHEDULE

Items relating to 76 woodchip hoppers leased to ABC Coke Division of Drummond Company, Inc.:

Acquisition Agreement:

Railcar Purchase and Sale Agreement dated June 29, 2005, between Progress Rail Services Corporation as seller and Infinity Rail, LLC as buyer

Lease Agreement:

Lease Agreement dated November 14, 2005, between Infinity Rail, LLC, as lessor, and ABC Coke Division of Drummond Company, Inc., 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 relate to the following Railcars:

Description of Cars: used 100-ton, 7000 cubic foot, 263,000 GRL, bottom dump open top hoppers

Quantity: seventy-six (76)

Reporting marks and identifying numbers:

| Car | Car |
|----------------|----------------|
| Mark | Mark |
| Car Num | Car Num |
| 1 IFRX 592041 | 39 IFRX 592621 |
| 2 IFRX 592053 | 40 IFRX 592623 |
| 3 IFRX 592057 | 41 IFRX 592641 |
| 4 IFRX 592059 | 42 IFRX 592647 |
| 5 IFRX 592100 | 43 IFRX 592651 |
| 6 IFRX 592145 | 44 IFRX 592655 |
| 7 IFRX 592193 | 45 IFRX 592682 |
| 8 IFRX 592235 | 46 IFRX 592692 |
| 9 IFRX 592243 | 47 IFRX 592699 |
| 10 IFRX 592251 | 48 IFRX 592715 |
| 11 IFRX 592254 | 49 IFRX 592722 |
| 12 IFRX 592261 | 50 IFRX 592723 |
| 13 IFRX 592272 | 51 IFRX 592729 |
| 14 IFRX 592275 | 52 IFRX 592748 |
| 15 IFRX 592317 | 53 IFRX 592749 |
| 16 IFRX 592346 | 54 IFRX 592751 |
| 17 IFRX 592354 | 55 IFRX 592763 |
| 18 IFRX 592432 | 56 IFRX 592764 |
| 19 IFRX 592436 | 57 IFRX 592773 |
| 20 IFRX 592439 | 58 IFRX 592790 |
| 21 IFRX 592442 | 59 IFRX 592799 |
| 22 IFRX 592454 | 60 IFRX 592802 |
| 23 IFRX 592480 | 61 IFRX 592815 |
| 24 IFRX 592495 | 62 IFRX 592819 |
| 25 IFRX 592522 | 63 IFRX 592820 |
| 26 IFRX 592538 | 64 IFRX 592834 |
| 27 IFRX 592542 | 65 IFRX 592846 |
| 28 IFRX 592546 | 66 IFRX 592867 |
| 29 IFRX 592550 | 67 IFRX 592884 |
| 30 IFRX 592553 | 68 IFRX 592903 |
| 31 IFRX 592564 | 69 IFRX 592914 |
| 32 IFRX 592573 | 70 IFRX 592923 |
| 33 IFRX 592591 | 71 IFRX 592944 |
| 34 IFRX 592597 | 72 IFRX 592953 |
| 35 IFRX 592604 | 73 IFRX 592957 |
| 36 IFRX 592607 | 74 IFRX 592965 |
| 37 IFRX 592616 | 75 IFRX 592978 |
| 38 IFRX 592618 | 76 IFRX 433574 |

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: 12/19/05



Robert W. Alvord