

DEC 19 '05

4-00 PM

SURFACE TRANSPORTATION BOARD

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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 previously filed with the Board under Recordation Number 26030.

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
December 16, 2005
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A description of the railroad equipment covered by the enclosed document is:

110 railcars within the series TOE 3501 - TOE 3625 as more particularly set forth in the equipment schedule attached to the document.

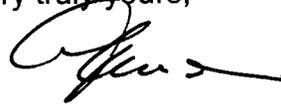
A short summary of the document to appear in the index is:

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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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 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 _____, 2005.

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

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

State of Georgia)
) ss:
County of ~~Fulton~~)
) *DeKalb*

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 Cassanova
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, 2007

SCHEDULE

Items relating to 110 cars leased to Texas, Oklahoma & Eastern Railroad Company:

Acquisition Agreement:

Purchase Agreement dated as of December 16, 2005, between General Electric Railcar Services Corporation as seller and Infinity Rail, LLC as buyer

Lease Agreement:

Schedule No. 8 to Car Leasing Agreement No. 8425-92-01, dated as of January 1, 1994, between General Electric Railcar Services Corporation ("GE"), as lessor, and Texas, Oklahoma & Eastern Railroad Company, as lessee, as extended by that certain Extension No. 1 dated as of April 15, 2005, which incorporates by reference that certain Car Leasing Agreement No. 8425-92-01, dated as of January 1, 1994, between GE and Texas, Oklahoma & Eastern Railroad Company. (GE has assigned the lessor's interest in the foregoing lease to Infinity Rail, LLC in connection with the sale of the cars subject thereto.)

Marks Management Agreement:

Rider No. 2 dated as of December 16, 2005, between General Electric Railcar Services Corporation and Infinity Rail, LLC, which incorporates the provisions of the Master Administrative Services Agreement dated as of September 23, 2004, between the same parties

The Acquisition Agreement, the Lease Agreement, and the Marks Management Agreement relate to the following Railcars:

Quantity and description of Cars:

one hundred ten (110) Plate C, 52' 6", 70-ton, cushioned boxcars with 8' double doors

Reporting marks and identifying numbers:

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR Reporting Mark</u>
1	Texas, Oklahoma & Eastern Railroad Company	TOE 3501
2	Texas, Oklahoma & Eastern Railroad Company	TOE 3503
3	Texas, Oklahoma & Eastern Railroad Company	TOE 3504
4	Texas, Oklahoma & Eastern Railroad Company	TOE 3505
5	Texas, Oklahoma & Eastern Railroad Company	TOE 3506
6	Texas, Oklahoma & Eastern Railroad Company	TOE 3507
7	Texas, Oklahoma & Eastern Railroad Company	TOE 3509
8	Texas, Oklahoma & Eastern Railroad Company	TOE 3510
9	Texas, Oklahoma & Eastern Railroad Company	TOE 3511
10	Texas, Oklahoma & Eastern Railroad Company	TOE 3512
11	Texas, Oklahoma & Eastern Railroad Company	TOE 3513
12	Texas, Oklahoma & Eastern Railroad Company	TOE 3514
13	Texas, Oklahoma & Eastern Railroad Company	TOE 3515
14	Texas, Oklahoma & Eastern Railroad Company	TOE 3516
15	Texas, Oklahoma & Eastern Railroad Company	TOE 3517
16	Texas, Oklahoma & Eastern Railroad Company	TOE 3518
17	Texas, Oklahoma & Eastern Railroad Company	TOE 3519
18	Texas, Oklahoma & Eastern Railroad Company	TOE 3520
19	Texas, Oklahoma & Eastern Railroad Company	TOE 3521
20	Texas, Oklahoma & Eastern Railroad Company	TOE 3522
21	Texas, Oklahoma & Eastern Railroad Company	TOE 3523
22	Texas, Oklahoma & Eastern Railroad Company	TOE 3524
23	Texas, Oklahoma & Eastern Railroad Company	TOE 3525
24	Texas, Oklahoma & Eastern Railroad Company	TOE 3526

25	Texas, Oklahoma & Eastern Railroad Company	TOE	3527
26	Texas, Oklahoma & Eastern Railroad Company	TOE	3528
27	Texas, Oklahoma & Eastern Railroad Company	TOE	3529
28	Texas, Oklahoma & Eastern Railroad Company	TOE	3530
29	Texas, Oklahoma & Eastern Railroad Company	TOE	3532
30	Texas, Oklahoma & Eastern Railroad Company	TOE	3534
31	Texas, Oklahoma & Eastern Railroad Company	TOE	3535
32	Texas, Oklahoma & Eastern Railroad Company	TOE	3536
33	Texas, Oklahoma & Eastern Railroad Company	TOE	3537
34	Texas, Oklahoma & Eastern Railroad Company	TOE	3538
35	Texas, Oklahoma & Eastern Railroad Company	TOE	3540
36	Texas, Oklahoma & Eastern Railroad Company	TOE	3541
37	Texas, Oklahoma & Eastern Railroad Company	TOE	3542
38	Texas, Oklahoma & Eastern Railroad Company	TOE	3543
39	Texas, Oklahoma & Eastern Railroad Company	TOE	3544
40	Texas, Oklahoma & Eastern Railroad Company	TOE	3545
41	Texas, Oklahoma & Eastern Railroad Company	TOE	3546
42	Texas, Oklahoma & Eastern Railroad Company	TOE	3547
43	Texas, Oklahoma & Eastern Railroad Company	TOE	3548
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45	Texas, Oklahoma & Eastern Railroad Company	TOE	3550
46	Texas, Oklahoma & Eastern Railroad Company	TOE	3551
47	Texas, Oklahoma & Eastern Railroad Company	TOE	3552
48	Texas, Oklahoma & Eastern Railroad Company	TOE	3553
49	Texas, Oklahoma & Eastern Railroad Company	TOE	3554
50	Texas, Oklahoma & Eastern Railroad Company	TOE	3555
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76	Texas, Oklahoma & Eastern Railroad Company	TOE	3584

77	Texas, Oklahoma & Eastern Railroad Company	TOE	3585
78	Texas, Oklahoma & Eastern Railroad Company	TOE	3586
79	Texas, Oklahoma & Eastern Railroad Company	TOE	3588
80	Texas, Oklahoma & Eastern Railroad Company	TOE	3589
81	Texas, Oklahoma & Eastern Railroad Company	TOE	3590
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83	Texas, Oklahoma & Eastern Railroad Company	TOE	3593
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86	Texas, Oklahoma & Eastern Railroad Company	TOE	3596
87	Texas, Oklahoma & Eastern Railroad Company	TOE	3597
88	Texas, Oklahoma & Eastern Railroad Company	TOE	3599
89	Texas, Oklahoma & Eastern Railroad Company	TOE	3600
90	Texas, Oklahoma & Eastern Railroad Company	TOE	3601
91	Texas, Oklahoma & Eastern Railroad Company	TOE	3602
92	Texas, Oklahoma & Eastern Railroad Company	TOE	3603
93	Texas, Oklahoma & Eastern Railroad Company	TOE	3604
94	Texas, Oklahoma & Eastern Railroad Company	TOE	3607
95	Texas, Oklahoma & Eastern Railroad Company	TOE	3608
96	Texas, Oklahoma & Eastern Railroad Company	TOE	3609
97	Texas, Oklahoma & Eastern Railroad Company	TOE	3610
98	Texas, Oklahoma & Eastern Railroad Company	TOE	3611
99	Texas, Oklahoma & Eastern Railroad Company	TOE	3612
100	Texas, Oklahoma & Eastern Railroad Company	TOE	3614
101	Texas, Oklahoma & Eastern Railroad Company	TOE	3615
102	Texas, Oklahoma & Eastern Railroad Company	TOE	3616
103	Texas, Oklahoma & Eastern Railroad Company	TOE	3617
104	Texas, Oklahoma & Eastern Railroad Company	TOE	3619
105	Texas, Oklahoma & Eastern Railroad Company	TOE	3620
106	Texas, Oklahoma & Eastern Railroad Company	TOE	3621
107	Texas, Oklahoma & Eastern Railroad Company	TOE	3622
108	Texas, Oklahoma & Eastern Railroad Company	TOE	3623
109	Texas, Oklahoma & Eastern Railroad Company	TOE	3624
110	Texas, Oklahoma & Eastern Railroad Company	TOE	3625

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