

RECORDATION NO. 26906-A FILED

APR 03 '07 -2 4 5 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1984)

April 3, 2007

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 March 28, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Assignment and Assumption Agreement being filed with the Board under Recordation Number 76906.

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

Secured Party/
Assignee: The CIT Group/Equipment Financing, Inc.
505 Fifth Avenue
New York, New York 10017

Debtor/Assignor: Infinity Rail II, LLC
1355 Peachtree Street
Suite 750, South Tower
Atlanta, Georgia 30309

Mr. Vernon A. Williams

April 3, 2007

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

19 boxcars: CLC 3690 - CLC 3709, except CLC 3694.

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 \$34.00 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 stylized flourish at the end.

Robert W. Alvord

**RWA/sem
Enclosures**

MEMORANDUM OF SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

1. Pursuant to the Security Agreement identified below, Infinity Rail II, LLC, a Georgia limited liability company ("IR II"), has granted to The CIT Group/Equipment Financing, Inc. ("CIT"), as security for certain obligations of IR II to CIT, a security interest in all of IR II'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 29, 2006, between IR II and CIT, as amended to date.

2. The addresses of the parties are as follows:

Infinity Rail II, LLC (Debtor / Assignor)
1355 Peachtree Street
Suite 750, South Tower
Atlanta, Georgia 30309

The CIT Group/Equipment Financing, Inc. (Secured Party / Assignee)
505 Fifth Avenue
New York, New York 10017
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.

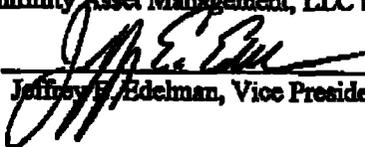
4. This Memorandum may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

[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 March 23, 2007.

INFINITY RAIL II, LLC

By Infinity Asset Management, LLC as Manager

By: 
Jeffrey E. Edelman, Vice President

State of Georgia)
) ss:
County of Fulton)

On March 23, 2007, 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 II, 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]

Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2009

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

Schedule

Items relating to 19 cars leased to Columbia & Cowlitz Railway Company:

Acquisition Agreement:

Purchase Agreement dated on or about April 2, 2007, between General Electric Railcar Services Corporation as seller and Infinity Rail II, LLC as buyer

Lease Agreement: the following documents, together with any and all exhibits, schedules, amendments, addenda, supplements, instruments, guarantees, and other agreements related thereto:

Extension No. 3 to Schedule No. 1, which Extension No. 3 is dated November 24, 2004 (and was executed by lessee on 12/9/04 and by lessor on 12/17/04), between General Electric Railcar Services Corporation ("GE Railcar") (called in Extension No. 3 "General Electric Rail Services Corporation") as lessor and Columbia & Cowlitz Railway Company ("CCRC") as lessee, which incorporates the provisions of (i) Schedule No. 1 dated January 1, 1994, between General Electric Railcar Leasing Services Corporation (now known as General Electric Railcar Services Corporation) as lessor and CCRC as lessee (Schedule No. 1 was previously extended by Extension Agreement No. 1, which Extension Agreement No. 1 was dated October 29, 1998 and is no longer in effect, and then by Extension No. 2 to Schedule No. 1, which Extension No. 2 was dated October 30, 2003 and is no longer in effect), and (ii) Car Leasing Agreement 1661-92-01 dated January 1, 1994 between General Electric Railcar Leasing Services Corporation (now known as General Electric Railcar Services Corporation) as lessor and CCRC as lessee

Description of Cars:

boxcars, Plate F, cushioned, 52' 6", 100-ton

Quantity:

nineteen (19)

Reporting marks and identifying numbers:

as listed on the following page of this Schedule.

**Items relating to 19 cars leased to Columbia & Cowlitz Railway Company:
List of reporting marks and identifying numbers:**

Unit	Car	Car
Count	Mark	Number
1	CLC	3690
2	CLC	3691
3	CLC	3692
4	CLC	3693
5	CLC	3695
6	CLC	3696
7	CLC	3697
8	CLC	3698
9	CLC	3699
10	CLC	3700
11	CLC	3701
12	CLC	3702
13	CLC	3703
14	CLC	3704
15	CLC	3705
16	CLC	3706
17	CLC	3707
18	CLC	3708
19	CLC	3709

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: 4/3/07



Robert W. Alvord