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OF COUNSEL
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RECORDATION NO. 27285-B FILED

December 21, 2007

DEC 21 '07 - 10 30 AM

SURFACE TRANSPORTATION BOARD

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 7, 2007, 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 27285.

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

Debtor/Assignor: Infinity Rail II, LLC
1355 Peachtree Street,
Suite 750 - South Tower
Atlanta, GA 30308

Secured Party/
Assignee: The CIT Group/Equipment Financing, Inc.
30 South Wacker Drive
Suite 3000
Chicago, IL 60606

Mr. Vernon A. Williams
December 21, 2007
Page 2

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

The lease on 60 boxcars within the series IFRX 306919 – IFRX 380820 (previously with ATSF, BNSF and BN reporting marks) as more particularly set forth in the 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 \$35.00 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 'Robert W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF SECURITY AGREEMENT

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 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 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)
30 South Wacker, Suite 3000
Chicago, Illinois 60606
Attention: Rail Resources, Vice President – Credit

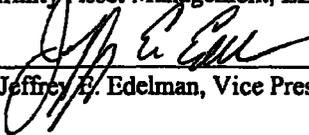
3. The terms and provisions of the above-referenced security interest are more particularly set forth in the above-referenced Security Agreement.

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 20, 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 December 20, 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, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said limited liability company.


Notary Public
My commission expires:
Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2009
[NOTARIAL SEAL]

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

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: 
Name: Richard A. Rossi
Title: Sr. Director

State of Illinois)
) ss:
County of Cook)

On Dec 12, 2007, personally appeared before me Richard A. Rossi, to me personally known, who being by me duly sworn, said that he is Sr. Director of The CIT Group/Equipment Financing, Inc., that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of such corporation.


Notary Public
My commission expires:

[NOTARIAL SEAL]



Schedule

Items relating to 60 cars leased to Carmeuse Lime, Inc.:

Acquisition Agreement:

The following Schedules to the Master Railcar Purchase and Sale Agreement dated July 31, 2006 between Progress Rail Services Corporation as seller and Infinity Rail II, LLC as buyer (each of which Schedules is executed by Progress Rail Services Corporation as seller and Infinity Rail II, LLC as buyer and incorporates the provisions of that Master Railcar Purchase and Sale Agreement): Schedule A dated August 15, 2006; Schedule A dated November 21, 2006; Schedule A dated January 3, 2007; and Schedule A dated January 16, 2007.

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

Lease Agreement November 19, 2007, between Infinity Rail II, LLC ("IR II"), as lessor, and Carmeuse Lime, Inc. ("Carmeuse"), as lessee

Description of Cars:

4427-4750 cubic foot, 100-ton, covered hopper railcars

Quantity:

sixty (60)

Reporting marks and identifying numbers:

as listed on the following page of this Schedule.

Items relating to 60 cars leased to Carmeuse Lime, Inc.:
List of reporting marks and identifying numbers:

Unit Count	Previous Mark	Previous Number	Current Mark	Current Number	Unit Count	Previous Mark	Previous Number	Current Mark	Current Number
1	ATSF	306919	IFRX	306919	31	BN	445163	IFRX	345163
2	ATSF	307594	IFRX	307594	32	BN	445255	IFRX	345255
3	ATSF	307636	IFRX	307636	33	BN	445261	IFRX	345261
4	ATSF	307734	IFRX	307734	34	BN	445277	IFRX	345277
5	ATSF	307840	IFRX	307840	35	BN	445311	IFRX	345311
6	ATSF	308100	IFRX	308100	36	BN	449582	IFRX	349582
7	ATSF	308624	IFRX	308624	37	BN	449598	IFRX	349598
8	ATSF	308799	IFRX	308799	38	BN	450799	IFRX	350799
9	ATSF	308985	IFRX	308985	39	BN	450867	IFRX	350867
10	ATSF	309476	IFRX	309476	40	BN	450938	IFRX	350938
11	ATSF	309494	IFRX	309494	41	BN	450976	IFRX	350976
12	ATSF	309502	IFRX	309502	42	BN	453712	IFRX	353712
13	ATSF	309510	IFRX	309510	43	BN	454337	IFRX	354337
14	ATSF	309529	IFRX	309529	44	BN	454338	IFRX	354338
15	ATSF	309903	IFRX	309903	45	BN	454431	IFRX	354431
16	ATSF	312554	IFRX	312554	46	BN	454475	IFRX	354475
17	BNSF	414784	IFRX	314784	47	BN	454500	IFRX	354500
18	BNSF	418612	IFRX	318612	48	BN	454528	IFRX	354528
19	BNSF	422765	IFRX	322765	49	BN	454543	IFRX	354543
20	BNSF	422793	IFRX	322793	50	BN	454580	IFRX	354580
21	BNSF	422804	IFRX	322804	51	BN	457120	IFRX	357120
22	BNSF	423230	IFRX	323230	52	BN	457146	IFRX	357146
23	BNSF	423693	IFRX	323693	53	BN	457294	IFRX	357294
24	BNSF	423767	IFRX	323767	54	BN	457805	IFRX	357805
25	BNSF	423774	IFRX	323774	55	BN	457819	IFRX	357819
26	BNSF	423832	IFRX	323832	56	BN	458035	IFRX	358035
27	BNSF	423840	IFRX	323840	57	BN	458209	IFRX	358209
28	BNSF	423930	IFRX	323930	58	BN	458245	IFRX	358245
29	BNSF	432398	IFRX	332398	59	BN	458258	IFRX	358258
30	BNSF	433844	IFRX	333844	60	BN	480820	IFRX	380820

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: 12/21/07



Robert W. Alvord