

RECORDATION NO. 27468-B FILED

APR 22 '08 -1 30 PM

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SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

April 22, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

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 April 21, 2008, 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 27468.

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

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

The lease on 27 covered hopper railcars: IFRX 53739, IFRX 800245 and within the series IFRX 476100 - IFRX 490406 (previously with NAHX reporting marks) as more particularly set forth in the schedule attached to the document).

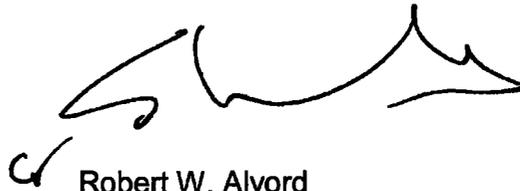
A short summary of the document to appear in the index is:

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,



Robert W. Alvord

RWA/sem
Enclosures

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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 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

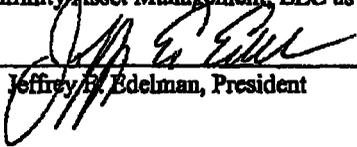
3. The terms and provisions of the above-referenced security interest are more particularly set forth in the above-referenced Security Agreement.

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 April 21, 2008.

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

By: 
Jeffrey H. Edelman, President

State of Georgia)
) ss:
County of Fulton)

On April 21, 2008, before me personally appeared Jeffrey H. 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 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:

[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 27 cars (4750 cubic foot, 100-ton, covered hopper railcars) leased to Carmeuse Lime, Inc.:

Acquisition Agreement:

Purchase Agreement dated March 30, 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:

- (i) **Schedule No. 2 dated June 1, 2007, between Infinity Rail II, LLC ("IR"), as lessor, and Carmeuse Lime, Inc. ("Carmeuse"), as lessee.**
- (ii) **Master Lease Agreement dated November 1, 2006 between Infinity Rail, LLC, as lessor, and Carmeuse Lime, Inc., as lessee.**

Description of Cars:

4750 cubic foot, 100-ton, covered hopper railcars

Quantity:

twenty seven (27)

Reporting marks and identifying numbers:

as listed on the following page of this Schedule.

**Items relating to 27 cars (4750 cubic foot, 100-ton, covered hopper railcars) leased to Carmeuse Lime, Inc.:
Reporting marks and identifying numbers:**

Unit Count	Previous Mark	Previous Number	Current Mark	Current Number
1	NAHX	53739	IFRX	53739
2	NAHX	476100	IFRX	476100
3	NAHX	479675	IFRX	479675
4	NAHX	480550	IFRX	480550
5	NAHX	480561	IFRX	480561
6	NAHX	480706	IFRX	480706
7	NAHX	480810	IFRX	480810
8	NAHX	480835	IFRX	480835
9	NAHX	480999	IFRX	480999
10	NAHX	481147	IFRX	481147
11	NAHX	482132	IFRX	482132
12	NAHX	482652	IFRX	482652
13	NAHX	483182	IFRX	483182
14	NAHX	483224	IFRX	483224
15	NAHX	483234	IFRX	483234
16	NAHX	483470	IFRX	483470
17	NAHX	483510	IFRX	483510
18	NAHX	484469	IFRX	484469
19	NAHX	484480	IFRX	484480
20	NAHX	484483	IFRX	484483
21	NAHX	484485	IFRX	484485
22	NAHX	485060	IFRX	485060
23	NAHX	487365	IFRX	487365
24	NAHX	487855	IFRX	487855
25	NAHX	488423	IFRX	488423
26	NAHX	490406	IFRX	490406
27	NAHX	800245	IFRX	800245

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: 4/22/08



Robert W. Alvord