

RECORDATION NO. 26040-C FILED

MAR 30 '06 4-21 PM

SURFACE TRANSPORTATION BOARD

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

March 30, 2006

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 Lease, dated as of March 16, 2006, 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 26040

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

Lessor:	Infinity Rail, LLC c/o Infinity Asset Management, LLC (as Manager) 817 West Peachtree Street, Suite M110 Atlanta, Georgia 30308
Lessee:	Sunny Farms Landfill, LLC c/o Regus Rail and Logistics, LLC 2730 Transit Road Buffalo, New York 14224

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document
is:

65 container flat cars: REGX 5000 - REGX 5068 (except REGX 5026,
REGX 5054, REGX 5065 and REGX 5066).

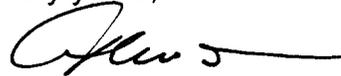
A short summary of the document to appear in the index is:

Memorandum of Lease.

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 LEASE

SURFACE TRANSPORTATION BOARD

1. Pursuant to the Lease Agreement identified below, Infinity Rail, LLC, a Georgia limited liability company ("Lessor"), as lessor, has leased to Sunny Farms Landfill, LLC, an Ohio limited liability company ("Lessee"), as lessee, the railroad cars identified on the exhibit attached hereto and entitled "Description of Railcars" (the "Cars"). Said lease of the Cars is referred to hereinafter as the "Lease." "Lease Agreement" means Schedule No. 2 dated March 15, 2005 (which incorporates the provisions of the Master Lease Agreement dated November 18, 2004) between Infinity Rail, LLC, as lessor, and Sunny Farms Landfill, LLC, as lessee.

2. The addresses of the parties are as follows:

Infinity Rail, LLC (Lessor)
c/o Infinity Asset Management, LLC as Manager
817 West Peachtree Street, Suite M110
Atlanta, Georgia 30308

Sunny Farms Landfill, LLC (Lessee)
c/o Regus Industries, LLC
2730 Transit Road
West Seneca, New York 14224

3. The terms and provisions of the Lease are more particularly set forth in the Lease Agreement.

4. The parties intend the Lease and the transactions contemplated thereby to create a true lease. If it should nonetheless be determined that the transaction is a sale, then Lessee shall be deemed to have granted Lessor a security interest in the Cars (to secure the full payment and performance of all of Lessee's obligations under the Lease), and Lessor shall be entitled to all rights and remedies of a secured party under all applicable laws.

5. 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 16, 2006.

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

By: Jeff E. Edelman
Jeffrey F. Edelman, Vice President

Dezob
Fulton County, Georgia

On March 16, 2006, before me personally appeared Jeffrey F. 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 Cassamal
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]

SUNNY FARMS LANDFILL, LLC

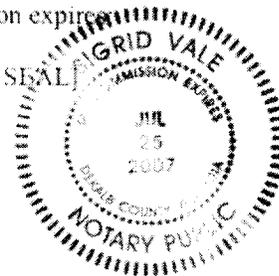
By: Andreas Gruson
Andreas Gruson, Chief Executive Officer

State of Georgia, County of Fulton

On March 27, 2006, before me personally appeared Andreas Gruson, to me personally known, who being by me duly sworn says that he is Chief Executive Officer of Sunny Farms Landfill, 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.

Angril Vale
Notary Public
My commission expires

[NOTARIAL SEAL]



Description of Railcars

Description of Cars: container flat cars, upgraded to 286,000 lbs. GRL.

Quantity: sixty five (65)

(The Lease contemplates the lease of 72 cars. The number of cars that have been accepted so far is as stated above.)

Reporting marks and identifying numbers:

Mark	Number	Mark	Number
REGX	5032	REGX	5024
REGX	5021	REGX	5044
REGX	5018	REGX	5055
REGX	5027	REGX	5045
REGX	5043	REGX	5038
REGX	5001	REGX	5039
REGX	5004	REGX	5048
REGX	5006	REGX	5050
REGX	5029	REGX	5047
REGX	5010	REGX	5049
REGX	5007	REGX	5051
REGX	5005	REGX	5052
REGX	5030	REGX	5061
REGX	5020	REGX	5064
REGX	5025	REGX	5053
REGX	5017	REGX	5060
REGX	5000	REGX	5062
REGX	5002	REGX	5063
REGX	5003	REGX	5046
REGX	5022	REGX	5056
REGX	5042	REGX	5068
REGX	5031	REGX	5016
REGX	5034	REGX	5057
REGX	5037	REGX	5014
REGX	5040	REGX	5012
REGX	5019	REGX	5059
REGX	5009	REGX	5058
REGX	5023	REGX	5067
REGX	5036	REGX	5015
REGX	5035	REGX	5013
REGX	5033	REGX	5011
REGX	5028	REGX	5008
REGX	5041		

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: 3/30/06



Robert W. Alvord