RECORDATION NO. 26040-D FILED

MAR 30 '06 4-24 PM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

March 29, 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 Security Agreement, dated as of March 27, 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-C

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

Debtor/Assignor: Infinity Rail, LLC
c/o Infinity Asset Management, LLC (as Manager)
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

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 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

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 March 27, 2006.

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

By: _____
Jeffrey E. Edelman, Vice President

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

On March 27, 2006, 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 Cassamas
Notary Public
My commission expires:

[NOTARIAL SEAL]

Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2006

[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 3/28/, 2006, 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, 20 07

SCHEDULE

Items relating to up to 72 flatcars leased to Sunny Farms Landfill, LLC:

Acquisition Agreement:
Letter agreement dated May 27, 2005, between Greenbrier Leasing Corporation as seller and Infinity Rail, LLC as buyer

Lease Agreement:
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 (together with any and all riders, exhibits, schedules, amendments, addenda, supplements, instruments, guarantees, and other agreements related thereto)

Improvement Contract:
Letter/memorandum on Ebenezer Railcar Services letterhead, to Rick Wolbert from Jeffrey Schmarje dated "May 12, 2005 Revised - 5/25/05" referencing "Car Modification - Per Email - Part A", and related email message sent 5/25/05 at 9:45 am from Jeanne L Del Conte to Rick Wolbert

The Acquisition Agreement, the Lease Agreement, and the Improvement Contract relate to the following 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:

Count	Mark	Number		Count	Mark	Number
1	REGX	5000		34	REGX	5034
2	REGX	5001		35	REGX	5035
3	REGX	5002		36	REGX	5036
4	REGX	5003		37	REGX	5037
5	REGX	5004		38	REGX	5038
6	REGX	5005		39	REGX	5039
7	REGX	5006		40	REGX	5040
8	REGX	5007		41	REGX	5041
9	REGX	5008		42	REGX	5042
10	REGX	5009		43	REGX	5043
11	REGX	5010		44	REGX	5044
12	REGX	5011		45	REGX	5045
13	REGX	5012		46	REGX	5046
14	REGX	5013		47	REGX	5047
15	REGX	5014		48	REGX	5048
16	REGX	5015		49	REGX	5049
17	REGX	5016		50	REGX	5050
18	REGX	5017		51	REGX	5051
19	REGX	5018		52	REGX	5052
20	REGX	5019		53	REGX	5053
21	REGX	5020		54	REGX	5055
22	REGX	5021		55	REGX	5056
23	REGX	5022		56	REGX	5057
24	REGX	5023		57	REGX	5058
25	REGX	5024		58	REGX	5059
26	REGX	5025		59	REGX	5060
27	REGX	5027		60	REGX	5061
28	REGX	5028		61	REGX	5062
29	REGX	5029		62	REGX	5063
30	REGX	5030		63	REGX	5064
31	REGX	5031		64	REGX	5067
32	REGX	5032		65	REGX	5068
33	REGX	5033				

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