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

OF COUNSEL  
URBAN A LESTER

June 1, 2009

RECORDATION NO. 24538-J FILED

JUN 01 '09 -11 20 AM

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

**SURFACE TRANSPORTATION BOARD**

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment Agreement, dated as of June 1, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Railcar Lease previously filed with the Board under Recordation Number 24538.

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

Buyer / Assignee: Macquarie Rail Inc.  
233 South Wacker Drive, Suite 5300  
Chicago, Illinois 60606

Seller / Assignor: Macquarie Corporate and Asset Funding Inc.  
233 South Wacker Drive, Suite 5300  
Chicago, Illinois 60606

Anne K. Quinlan, Esq.  
June 1, 2009  
Page 2

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

113 railcars: CEFX 40271, CEFX 40328 CEFX 40330, CEFX 40451, within the series CEFX 40597 - CEFX 40729 and CEFX 41340 - CEFX 41518 as more particularly set forth in the equipment schedule attached to the document, CEFX 44427 and CEFX 44465.

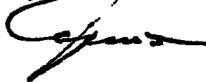
A short summary of the document to appear in the index is:

Assignment Agreement.

Also enclosed is a check in the amount of \$41.00 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/bhs  
Enclosures

REGISTRATION NO.

24538-J  
FILED

JUN 01 '09 -11 2 0 AM

**ASSIGNMENT**

**ASSIGNMENT AGREEMENT**

**SURFACE TRANSPORTATION BOARD**

This ASSIGNMENT AGREEMENT, dated as of June 1, 2009 (this "Agreement"), is between MACQUARIE CORPORATE AND ASSET FUNDING INC. (formerly known as MACQUARIE CORPORATE & ASSET FUNDING INC.), a Delaware corporation (the "Seller"), and MACQUARIE RAIL INC., a Delaware corporation (the "Buyer").

**RECITALS**

WHEREAS, the Buyer and the Seller have entered into that certain Purchase and Sale Agreement, dated as of June 1, 2009 (the "Purchase Agreement"), providing for the purchase of the Owner Interests by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

**AGREEMENT**

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 1 of the Purchase Agreement.
2. **Assignment.** Effective as of the Closing Date, the Seller assigns to the Buyer all of the Seller's rights, title and interest in, and all obligations under, the Operative Documents.
3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by, all the terms of the Operative Documents. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Documents and each reference in the Operative Documents to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the "Lessor" under the Operative Documents.
4. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.
5. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 11 of the Purchase Agreement.

6. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

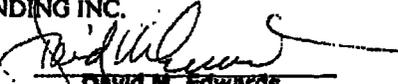
7. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

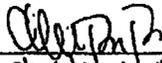
8. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois applicable to agreements made and to be performed entirely within such state.

9. **Entire Agreement.** This Agreement, the Purchase and Sale Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

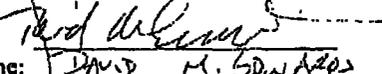
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

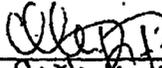
MACQUARIE CORPORATE AND ASSET  
FUNDING INC.

By:   
Name: David M. Edwards  
Title: Director

By:   
Name: Christine Rivera  
Title: Secretary

MACQUARIE RAIL INC.

By:   
Name: David M. Edwards  
Title: President

By:   
Name: Christine Rivera  
Title: Secretary

State of Illinois )  
County of Cook ) ss.

On this, the 28<sup>th</sup> day of May, 2009, before me, a Notary Public in and for said County and State, personally appeared David Edwards, a Director of MACQUARIE CORPORATE AND ASSET FUNDING INC. who acknowledged himself to be a duly authorized representative of such corporation, and that, as such representative, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Maria Pesko  
Notary Public  
My Commission Expires: 3/28/11

State of New York )  
County of New York ) ss.

On this, the 29<sup>th</sup> day of May, 2009, before me, a Notary Public in and for said County and State, personally appeared Christine Rivera, Secretary of MACQUARIE CORPORATE AND ASSET FUNDING INC. who acknowledged herself to be a duly authorized representative of such corporation, and that, as such representative, being authorized to do so, she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

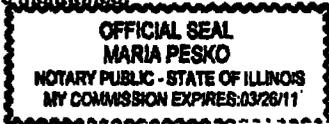
**SARAH CONKLIN**  
Notary Public - State of New York  
No. #01CO8175823  
Commission Expires 10/15/2011  
*Qualified in Kings County  
Certification filed in New York County*

Sarah Conklin  
Notary Public  
My Commission Expires: 10/15/2011

State of Illinois )  
County of Cook ) ss.

On this, the 28<sup>th</sup> day of May, 2009, before me, a Notary Public in and for said County and State, personally appeared David Edwards, President of MACQUARIE RAIL INC. who acknowledged himself to be a duly authorized representative of such corporation, and that, as such representative, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Maria Pesko  
Notary Public

My Commission Expires: 3/26/11

State of New York )  
County of New York ) ss.

On this, the 29<sup>th</sup> day of May, 2009, before me, a Notary Public in and for said County and State, personally appeared Christine Rivera, Secretary of MACQUARIE RAIL INC. who acknowledged herself to be a duly authorized representative of such corporation, and that, as such representative, being authorized to do so, she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

SARAH CONKLIN  
Notary Public - State of New York  
175823  
10/15/2011

Sarah Conklin  
Notary Public

My Commission Expires: 10/15/2011

SARAH CONKLIN  
Notary Public - State of New York  
No. #01008175823  
Commission Expires 10/15/2011  
*Qualified in Kings County  
Certificate on file in New York County*

**EXHIBIT A**

**THE UNITS**

One hundred thirteen (113) 4,480 c.f. aluminum coal Bethgon II railcars built in 1998 by Johnstown America, with 286,000 GRL, bearing marks and numbers as follows:

	<u>Mark</u>	<u>Number</u>
1.	CEFX	40271
2.	CEFX	40328
3.	CEFX	40330
4.	CEFX	40451
5.	CEFX	40597
6.	CEFX	40598
7.	CEFX	40601
8.	CEFX	40602
9.	CEFX	40605
10.	CEFX	40606
11.	CEFX	40607
12.	CEFX	40609
13.	CEFX	40610
14.	CEFX	40612
15.	CEFX	40613
16.	CEFX	40615
17.	CEFX	40616
18.	CEFX	40617
19.	CEFX	40618
20.	CEFX	40620
21.	CEFX	40621
22.	CEFX	40623
23.	CEFX	40624
24.	CEFX	40625
25.	CEFX	40627
26.	CEFX	40628
27.	CEFX	40629
28.	CEFX	40630
29.	CEFX	40631
30.	CEFX	40633
31.	CEFX	40634
32.	CEFX	40635
33.	CEFX	40636
34.	CEFX	40637
35.	CEFX	40638
36.	CEFX	40639
37.	CEFX	40641

38.	CEFX	40642
39.	CEFX	40643
40.	CEFX	40646
41.	CEFX	40647
42.	CEFX	40649
43.	CEFX	40650
44.	CEFX	40651
45.	CEFX	40653
46.	CEFX	40655
47.	CEFX	40656
48.	CEFX	40658
49.	CEFX	40660
50.	CEFX	40662
51.	CEFX	40664
52.	CEFX	40666
53.	CEFX	40667
54.	CEFX	40668
55.	CEFX	40669
56.	CEFX	40670
57.	CEFX	40672
58.	CEFX	40673
59.	CEFX	40674
60.	CEFX	40675
61.	CEFX	40676
62.	CEFX	40678
63.	CEFX	40679
64.	CEFX	40680
65.	CEFX	40681
66.	CEFX	40683
67.	CEFX	40684
68.	CEFX	40685
69.	CEFX	40686
70.	CEFX	40687
71.	CEFX	40688
72.	CEFX	40689
73.	CEFX	40690
74.	CEFX	40691
75.	CEFX	40693
76.	CEFX	40694
77.	CEFX	40696
78.	CEFX	40697
79.	CEFX	40699
80.	CEFX	40702
81.	CEFX	40703
82.	CEFX	40704
83.	CEFX	40706

84.	CEFX	40707
85.	CEFX	40708
86.	CEFX	40710
87.	CEFX	40712
88.	CEFX	40713
89.	CEFX	40714
90.	CEFX	40715
91.	CEFX	40716
92.	CEFX	40717
93.	CEFX	40719
94.	CEFX	40720
95.	CEFX	40721
96.	CEFX	40722
97.	CEFX	40724
98.	CEFX	40725
99.	CEFX	40726
100.	CEFX	40729
101.	CEFX	41340
102.	CEFX	41352
103.	CEFX	41355
104.	CEFX	41360
105.	CEFX	41377
106.	CEFX	41441
107.	CEFX	41470
108.	CEFX	41480
109.	CEFX	41491
110.	CEFX	41504
111.	CEFX	41518
112.	CEFX	44427
113.	CEFX	44465