

RECORDATION NO. 27487 FILED

APR 30 '08 -3 45 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
—
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

SURFACE TRANSPORTATION BOARD

April 30, 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 30, 2008, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Bank: Sumitomo Mitsui Banking Corporation
277 Park Avenue
New York, NY 10172

Borrower: Mitsui Rail Capital, LLC
71 South Wacker Drive, Suite 1800
Chicago, IL 60606

Anne K. Quinlan, Esquire
April 30, 2008
Page 2

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

300 railcars: AOK 66510 - AOK 66809.

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 "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosure

APR 30 '08 -3 45 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF SECURITY AGREEMENT

This Memorandum of Security Agreement is made and entered into as of April 30, 2008, by and between SUMITOMO MITSUI BANKING CORPORATION (hereinafter referred to as the "Bank") and MITSUI RAIL CAPITAL, LLC (hereafter referred to as the "Borrower").

The Borrower has delivered to the Bank that certain Promissory Note dated April 30, 2008,

(the "Note").

As a condition precedent to the Bank making advances under the Note having a due date more than sixty days after the date of the applicable advance, the Bank has required the Borrower to execute a Security Agreement with the Bank dated as of April 30, 2008 (the "Security Agreement") and to grant to the Bank a security interest in all of the following property in which the Borrower has or may acquire an interest (collectively, the "Collateral"):

(a) the railcars described on Schedule 1 hereto and made a part hereof, together with all parts of any Equipment (except for loading devices or any accessories provided by the lessee or other user of any Equipment or any other party other than Borrower; other than any such parts which are required by applicable law or are essential to the operation of the Cars) (the "Equipment");

(b) all of the rights, powers, privileges, remedies and other benefits of the Borrower in, to and under any and all contracts, agreements and instruments with the manufacturers or vendors of any of the Equipment, including, without limitation, the right to enforce warranties and to receive, to collect all payments in respect thereof, and to commence, conduct and consummate legal, administrative or other proceedings, as shall be permitted thereby or by law;

(c) all property insurance and requisition proceeds with respect to the Equipment or any part thereof; and

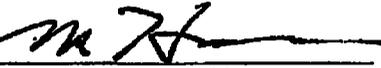
(d) all other proceeds of any of the foregoing Collateral.

As contemplated by the Security Agreement, the Bank and the Borrower hereby make this Memorandum of Security Agreement to confirm and perfect the Bank's security interest in the Collateral. The Bank and Borrower further acknowledge and confirm that this Memorandum of Security Agreement is not a summary of the Security Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, the Bank and the Borrower agree that in the event of a conflict between this Memorandum of Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, each of the parties thereto, pursuant to due authority, has caused this Memorandum of Security Agreement to be duly executed in its name by its officers, thereunto duly authorized, all as of the date first above written.

BANK:

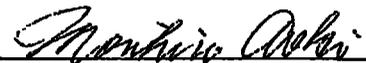
**SUMITOMO MITSUI BANKING
CORPORATION**

By: 

Manabu Hirabayashi
Senior Vice President

BORROWER:

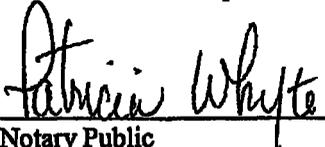
mitsui rail capital, llc

By: 

Morihiro Aoki
Vice President & Treasurer

STATE OF NEW YORK)
 :SS
COUNTY OF NEW YORK)

On this 30th day of April, 2008, before me personally appeared MANABU HIRABAYASHI, to me personally known, who being duly sworn, says that he is a SENIOR VICE PRESIDENT of SUMITOMO MITSUI BANKING CORPORATION, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

PATRICIA WHYTE
Notary Public, State of New York
01WH8048787
Qualified in Bronx County
Commission Expires 10-1-2010

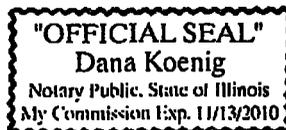
[NOTARIAL SEAL]

STATE OF ILLINOIS)
 :SS
COUNTY OF COOK)

On this 30th day of APRIL, 2008, before me personally appeared MORIHIRO AOKI, to me personally known, who being duly sworn, says that he is a VICE PRESIDENT AND TREASURER of MITSUI RAIL CAPITAL, LLC, a Delaware limited liability company, that said instrument was signed on behalf of said limited liability company by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public



[NOTARIAL SEAL]

My Commission Expires:

SCHEDULE 1

TO MEMORANDUM OF RAILCAR SECURITY AGREEMENT

Railcars:

No.	Initials/Number						
1	AOK66510	41	AOK66550	81	AOK66590	121	AOK66630
2	AOK66511	42	AOK66551	82	AOK66591	122	AOK66631
3	AOK66512	43	AOK66552	83	AOK66592	123	AOK66632
4	AOK66513	44	AOK66553	84	AOK66593	124	AOK66633
5	AOK66514	45	AOK66554	85	AOK66594	125	AOK66634
6	AOK66515	46	AOK66555	86	AOK66595	126	AOK66635
7	AOK66516	47	AOK66556	87	AOK66596	127	AOK66636
8	AOK66517	48	AOK66557	88	AOK66597	128	AOK66637
9	AOK66518	49	AOK66558	89	AOK66598	129	AOK66638
10	AOK66519	50	AOK66559	90	AOK66599	130	AOK66639
11	AOK66520	51	AOK66560	91	AOK66600	131	AOK66640
12	AOK66521	52	AOK66561	92	AOK66601	132	AOK66641
13	AOK66522	53	AOK66562	93	AOK66602	133	AOK66642
14	AOK66523	54	AOK66563	94	AOK66603	134	AOK66643
15	AOK66524	55	AOK66564	95	AOK66604	135	AOK66644
16	AOK66525	56	AOK66565	96	AOK66605	136	AOK66645
17	AOK66526	57	AOK66566	97	AOK66606	137	AOK66646
18	AOK66527	58	AOK66567	98	AOK66607	138	AOK66647
19	AOK66528	59	AOK66568	99	AOK66608	139	AOK66648
20	AOK66529	60	AOK66569	100	AOK66609	140	AOK66649
21	AOK66530	61	AOK66570	101	AOK66610	141	AOK66650
22	AOK66531	62	AOK66571	102	AOK66611	142	AOK66651
23	AOK66532	63	AOK66572	103	AOK66612	143	AOK66652
24	AOK66533	64	AOK66573	104	AOK66613	144	AOK66653
25	AOK66534	65	AOK66574	105	AOK66614	145	AOK66654
26	AOK66535	66	AOK66575	106	AOK66615	146	AOK66655
27	AOK66536	67	AOK66576	107	AOK66616	147	AOK66656
28	AOK66537	68	AOK66577	108	AOK66617	148	AOK66657
29	AOK66538	69	AOK66578	109	AOK66618	149	AOK66658
30	AOK66539	70	AOK66579	110	AOK66619	150	AOK66659
31	AOK66540	71	AOK66580	111	AOK66620	151	AOK66660
32	AOK66541	72	AOK66581	112	AOK66621	152	AOK66661
33	AOK66542	73	AOK66582	113	AOK66622	153	AOK66662
34	AOK66543	74	AOK66583	114	AOK66623	154	AOK66663
35	AOK66544	75	AOK66584	115	AOK66624	155	AOK66664
36	AOK66545	76	AOK66585	116	AOK66625	156	AOK66665
37	AOK66546	77	AOK66586	117	AOK66626	157	AOK66666
38	AOK66547	78	AOK66587	118	AOK66627	158	AOK66667
39	AOK66548	79	AOK66588	119	AOK66628	159	AOK66668
40	AOK66549	80	AOK66589	120	AOK66629	160	AOK66669

161	AOK66670	201	AOK66710	241	AOK66750	281	AOK66790
162	AOK66671	202	AOK66711	242	AOK66751	282	AOK66791
163	AOK66672	203	AOK66712	243	AOK66752	283	AOK66792
164	AOK66673	204	AOK66713	244	AOK66753	284	AOK66793
165	AOK66674	205	AOK66714	245	AOK66754	285	AOK66794
166	AOK66675	206	AOK66715	246	AOK66755	286	AOK66795
167	AOK66676	207	AOK66716	247	AOK66756	287	AOK66796
168	AOK66677	208	AOK66717	248	AOK66757	288	AOK66797
169	AOK66678	209	AOK66718	249	AOK66758	289	AOK66798
170	AOK66679	210	AOK66719	250	AOK66759	290	AOK66799
171	AOK66680	211	AOK66720	251	AOK66760	291	AOK66800
172	AOK66681	212	AOK66721	252	AOK66761	292	AOK66801
173	AOK66682	213	AOK66722	253	AOK66762	293	AOK66802
174	AOK66683	214	AOK66723	254	AOK66763	294	AOK66803
175	AOK66684	215	AOK66724	255	AOK66764	295	AOK66804
176	AOK66685	216	AOK66725	256	AOK66765	296	AOK66805
177	AOK66686	217	AOK66726	257	AOK66766	297	AOK66806
178	AOK66687	218	AOK66727	258	AOK66767	298	AOK66807
179	AOK66688	219	AOK66728	259	AOK66768	299	AOK66808
180	AOK66689	220	AOK66729	260	AOK66769	300	AOK66809
181	AOK66690	221	AOK66730	261	AOK66770		
182	AOK66691	222	AOK66731	262	AOK66771		
183	AOK66692	223	AOK66732	263	AOK66772		
184	AOK66693	224	AOK66733	264	AOK66773		
185	AOK66694	225	AOK66734	265	AOK66774		
186	AOK66695	226	AOK66735	266	AOK66775		
187	AOK66696	227	AOK66736	267	AOK66776		
188	AOK66697	228	AOK66737	268	AOK66777		
189	AOK66698	229	AOK66738	269	AOK66778		
190	AOK66699	230	AOK66739	270	AOK66779		
191	AOK66700	231	AOK66740	271	AOK66780		
192	AOK66701	232	AOK66741	272	AOK66781		
193	AOK66702	233	AOK66742	273	AOK66782		
194	AOK66703	234	AOK66743	274	AOK66783		
195	AOK66704	235	AOK66744	275	AOK66784		
196	AOK66705	236	AOK66745	276	AOK66785		
197	AOK66706	237	AOK66746	277	AOK66786		
198	AOK66707	238	AOK66747	278	AOK66787		
199	AOK66708	239	AOK66748	279	AOK66788		
200	AOK66709	240	AOK66749	280	AOK66789		

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: 4/30/08



Robert W. Alvord