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SURFACE TRANSPORTATION BOARD

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

OF COUNSEL  
URBAN A. LESTER

September 25, 2008

Anne K. Quinlan, Esq.  
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 Assignment and Assumption Agreement, dated as of September 25, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement previously filed with the Board under Recordation Number 23580.

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

Assignor:	Mitsui Rail Capital, LLC 71 South Wacker Drive, Suite 1800 Chicago, Illinois 60606
Assignee:	Macquarie Rail Inc. Sears Tower 233 South Wacker Drive Suite 5300 Chicago, Illinois 60606

Anne K. Quinlan, Esq.  
September 25, 2008  
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A description of the railroad equipment covered by the enclosed document is:

99 covered hopper railcars: MBKX 20001 - MBKX 20100 (excluding MBKX 20041).

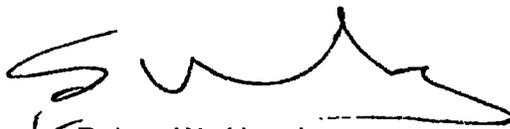
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption 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/sem  
Enclosures

RECORDATION NO 23580-D FILED

SEP 23 '08

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SURFACE TRANSPORTATION BOARD

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MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

MITSUI RAIL CAPITAL, LLC

AND

MACQUARIE RAIL INC.

September 25, 2008

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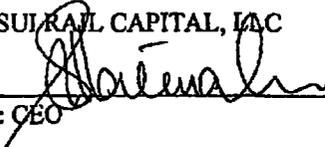
Memorandum of Assignment and Assumption Agreement made and entered into as of September 25, 2008, by and between MITSUI RAIL CAPITAL, LLC, a Delaware limited liability company ("Assignor"), and MACQUARIE RAIL INC., a Delaware corporation ("Assignee").

WITNESSETH:

1. Assignor (formerly known as MRC Rail Services, LLC) is the Lessor of the railroad rolling stock described on Schedule 1 attached hereto (the "Cars") that are leased to TXI Operations, LP, a Delaware limited partnership ("Lessee") pursuant to that certain Lease Agreement dated as of June 12, 2001 (the "Lease Agreement"), between Assignor, and TXI Operations, LP and Schedule No. 1 thereto, dated June 12, 2001 and Amendment No. 1 thereto dated as of August 1, 2004, (such Schedule No. 1, Amendment No. 1, and the Lease Agreement as it relates to the Cars described on Schedule 1, are referred to, collectively, as the "Lease").
2. Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars.
3. This Memorandum of Assignment and Assumption Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers as of the date and year first above written.

MITSUI RAIL CAPITAL, LLC

By:  \_\_\_\_\_

Title: CEO

MACQUARIE RAIL INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Memorandum of Assignment and Assumption Agreement made and entered into as of September 25, 2008, by and between MITSUI RAIL CAPITAL, LLC, a Delaware limited liability company ("Assignor"), and MACQUARIE RAIL INC., a Delaware corporation ("Assignee").

WITNESSETH:

1. Assignor (formerly known as MRC Rail Services, LLC) is the Lessor of the railroad rolling stock described on Schedule 1 attached hereto (the "Cars") that are leased to TXI Operations, LP, a Delaware limited partnership ("Lessee") pursuant to that certain Lease Agreement dated as of June 12, 2001 (the "Lease Agreement"), between Assignor, and TXI Operations, LP and Schedule No. 1 thereto, dated June 12, 2001 and Amendment No. 1 thereto dated as of August 1, 2004, (such Schedule No. 1, Amendment No. 1, and the Lease Agreement as it relates to the Cars described on Schedule 1, are referred to, collectively, as the "Lease").
2. Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars.
3. This Memorandum of Assignment and Assumption Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers as of the date and year first above written.

MITSUI RAIL CAPITAL, LLC

By: \_\_\_\_\_  
Title: CEO

MACQUARIE RAIL INC.

By:   
Title: President

By:   
Title: Vice President.



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this \_\_\_\_ day of September, 2008, before me personally Seigo Watanabe, to me personally known, who being by me duly sworn, says that he is the CEO of MITSUI RAIL CAPITAL, LLC and that the foregoing instrument was signed on behalf of said limited liability company, and he acknowledged that the execution of the said instrument was his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 25<sup>th</sup> day of September, 2008, before me personally appeared Daniel Williams and Rhys Spangor, to me personally known, who being by me duly sworn, says that they are the President and Vice President, respectively, of MACQUARIE RAIL INC., and that the foregoing instrument was signed on behalf of said company, and each such person acknowledged that the execution of the said instrument was his free act and deed.

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 3/26/11



SCHEDULE 1  
TO  
MEMORANDUM OF ASSIGNMENT

THE CARS

99 3,250 cf covered hopper cars with Miner gates and draft gear, 286,000 GWR, marked and numbered as follows:

MBKX 20001-20100

Except the following:

MBKX 20041

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: 9/25/08



\_\_\_\_\_  
Robert W. Alvord