

RECORDATION NO. 29494 - A
FILED

MAR 31 '11 -2 45 PM

SURFACE TRANSPORTATION BOARD

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

March 31, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief.

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 March 31, 2011, 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 29494

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

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

Assignee: ALF II, Inc
c/o RESIDCO
70 West Madison Street, Suite 2340
Chicago, IL 60602

Chief, Section of Administration
March 31, 2011
Page 2

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

134 coal gondola railcars MBKX 300520 – MBKX 300653.

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,

A handwritten signature in black ink, appearing to read "Edward M. Luria". The signature is written in a cursive style with a large initial "E".

Edward M Luria

RWA/EML/bhs
Enclosures

MAR 31 '11 -2 45 PM

SURFACE TRANSPORTATION BOARD

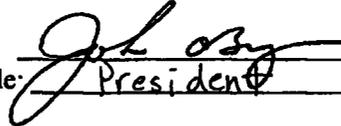
MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT made and entered into as of March 31, 2011, by and between MITSUI RAIL CAPITAL, LLC, a Delaware limited liability company ("Assignor"), and ALF II, Inc., an Illinois corporation ("Assignee").

WITNESSETH:

1. Assignor is the Lessor of the railroad rolling stock described on Schedule 1 attached hereto (the "Cars") that are leased to The Detroit Edison Company, an Michigan corporation ("Lessee") pursuant to that certain Master Car Lease Agreement dated as of April 20, 2000 (the "Lease Agreement"), between Assignor (formerly known as MRC Rail Services, LLC) and Lessee and Schedule No. 5 thereto, dated September 22, 2010 (such Schedule No. 5 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: President

ALF II, INC

By _____
Title: _____

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT made and entered into as of March __, 2011, by and between MITSUI RAIL CAPITAL, LLC, a Delaware limited liability company ("Assignor"), and ALF II, Inc., an Illinois corporation ("Assignee").

WITNESSETH:

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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: _____

ALF II, INC.

By:  _____
Title: President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of March, 2011, before me personally _____, to me personally known, who being by me duly sworn, says that he is the _____ 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

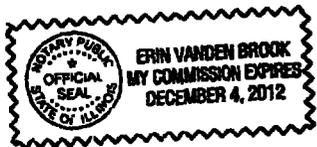
My commission expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of March, 2011, before me personally appeared Vincent Volter and _____, to me personally known, who being by me duly sworn, says that they are the President of ALF II, 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.

Erin Vanden Brook
NOTARY PUBLIC

My commission expires: 12/4/2012



SCHEDULE 1
TO
MEMORANDUM OF ASSIGNMENT

THE CARS

CAR MARKS AND NUMBERS

One-hundred thirty-four (134) railcars, bearing the following road marks and numbers:

MARKS	NUMBERS	Count
MBKX	300520 - 300653	134

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: 3/31/11



Robert W. Alvord