

RECORDATION NO. 27278A FILED

JAN 04 '08 -2 0 0 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

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

January 4, 2008

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 Assignment and Assumption Agreement, dated as of December 21, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement previously filed with the Board under Recordation Number 27278.

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

Assignor: General Electric Railcar Services Corporation
161 North Clark Street, 7th Floor
Chicago, IL 60601

Assignee: AIG Rail Services
5700 Granite Parkway, Suite 850
Plano, TX 75024

Mr. Vernon A. Williams
January 4, 2008
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A description of the railroad equipment covered by the enclosed document is:

41 railcars within the following series: RTMX 12617 - RTMX 13607 and NATX 50431 - NATX 77334 as more particularly set forth the in the attachment to the document.

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 \$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,



Robert W. Alvord

RWA/sem
Enclosures

JAN 04 '08

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[Memorandum of Assignment and Assumption Agreement]

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement is made and entered into on of December 21, 2007 by and between General Electric Railcar Services Corporation, a Delaware corporation (the "Assignor"), and AIG Rail Services, Inc., a Delaware corporation (the "Assignee").

WITNESSETH:

The undersigned have entered into that certain Assignment and Assumption Agreement (the "Assignment"), dated as of December 21, 2007, whereby the Assignor has agreed to assign to the Assignee and the Assignee has agreed to assume from the Assignor those certain railroad car leases listed on Exhibit A attached hereto.

This Memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument. Nothing in this Memorandum shall amend or supersede any provision of the Assignment.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date hereof.

**GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION**

By: _____

Name: Mark Stefani

Title: Vice President

AIG RAIL SERVICES, INC.

By: _____

Name:

Title:

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**GENERAL ELECTRIC RAILCAR
SERVICES CORPORATION**

AIG RAIL SERVICES, INC.

By: _____
Name: Mark Stefani
Title: Vice President

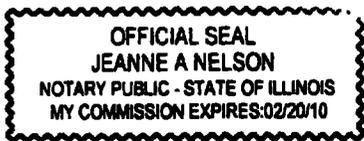
By: Jeffrey L. Wilkinson
Name: Jeffrey L. Wilkinson
Title: Vice President

[Memorandum of Assignment and Assumption Agreement]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this, the 20th day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Mark Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, 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.



A handwritten signature in black ink, appearing to read "Jeanne A. Nelson", written over a horizontal line.

Name: Jeanne A Nelson, Notary Public
My Commission Expires: 02-20-2010
Residing in Cook County

[Memorandum of Assignment and Assumption Agreement]

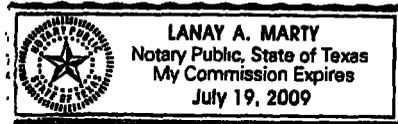
STATE OF Tx)
) SS:
COUNTY OF Collin)

On this, the 21st day of December 2007, before a Notary Public in an for said County and State, personally appeared Jeffrey L. Wilkinson, who being by me duly sworn, says that he is the Vice President of AIG Rail Services, Inc., who acknowledged himself to be a duly authorized officer of AIG Rail Services, Inc., and that, as such officer, 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.


Name: Lanay A. Marty
Notary Public

My Commission Expires: July 19, 2009
Residing in: Plano, Collin County, TX



**EXHIBIT A
CAR LIST**

<u>Unit Count</u>	<u>Car Mark</u>	<u>Car Number</u>
1	RTMX	12617
2	RTMX	13037
3	RTMX	13145
4	RTMX	13607
5	NATX	50431
6	NATX	50434
7	NATX	50437
8	NATX	50687
9	NATX	50743
10	NATX	50751
11	NATX	50830
12	NATX	50987
13	NATX	50989
14	NATX	50990
15	NATX	50992
16	NATX	50993
17	NATX	50994
18	NATX	50995
19	NATX	50996
20	NATX	50997
21	NATX	50998
22	NATX	51000
23	NATX	51001
24	NATX	51002
25	NATX	51003
26	NATX	51004
27	NATX	51005
28	NATX	51006
29	NATX	51007
30	NATX	51008
31	NATX	51009
32	NATX	76945
33	NATX	77027
34	NATX	77116
35	NATX	77138
36	NATX	77149
37	NATX	77171
38	NATX	77178
39	NATX	77265
40	NATX	77329
41	NATX	77334

**EXHIBIT A
RAILROAD CAR LEASES**

Rider No. 11 dated June 26, 1992 between Afton Chemical Corporation ("Afton"), as successor in interest to Ethyl Petroleum Additives, Inc., and Assignor, as successor in interest to General Electric Railcar Leasing Services Corporation, as (a) renewed by Renewal No. 01, Car Set 01 to Rider No. 011 dated March 21, 1994 between Afton, as successor in interest to Ethyl Petroleum Additives, Inc., and Assignor, (b) renewed by Renewal No. 02, Car Set 01 to Rider No. 011 dated August 1, 1997 between Afton, as successor in interest to Ethyl Petroleum Additives, Inc., and Assignor, (c) renewed by Rider No. 11, Renewal No. 3 executed by Afton, as successor in interest to Ethyl Petroleum Additives, Inc., on August 8, 2000 and by Assignor on August 15, 2000 and (d) renewed by Rider No. 11 Renewal No. 4 dated March 14, 2007 between Assignor and Afton, which incorporates by reference Car Leasing Agreement 1560-03 dated as of January 1, 1985 between Lessee, as successor in interest to Ethyl Petroleum Additives, Inc., and Assignor.

(x) Rider No. 18 dated March 27, 2000 between Amalgamated Sugar Company ("Amalgamated") and Assignor and (y) Rider No. 8 dated November 17, 1992 between Amalgamated and Assignor, as successor in interest to General Electric Railcar Leasing Services Corporation, as renewed by Renewal No. 01 Car Set 01 to Rider No. 008 dated March 1, 1998 between Lessee and Assignor, as both were collectively (a) renewed by Rider No. 018 Renewal No. 01 executed by Amalgamated on March 7, 2001 and by Assignor on March 19, 2001, (b) renewed and amended by Rider No. 18 Renewal No. 2 executed by Lessee on April 27, 2004 and by Assignor (mistakenly identified as "General Electric Rail Services Corporation") on May 4, 2004, and which incorporate by reference Car Leasing Agreement 0432-83 dated July 31, 1989 between Amalgamated and Assignor, as (i) amended by Amendment No. 1 dated as of May 25, 1994 between Amalgamated and Assignor and (ii) amended by that certain letter agreement dated September 15, 1998 between Amalgamated and Assignor.

Rider No. 92 dated October 15, 1999 between ConAgra, Inc. ("Conagra") and Assignor, as (a) renewed by Rider No. 92 Renewal No. 1 executed by ConAgra Trade Group, Inc., as predecessor in interest to Conagra, on January 9, 2003 and by Assignor on January 19, 2003 and (b) renewed and amended by Rider No. 92 Renewal No. 2 executed by Conagra on January 1, 2006 and by Assignor on February 3, 2006, which incorporates by reference Car Leasing Agreement 1549-1 dated March 9, 1994 between Assignor and Conagra.

Rider No. 14 dated October 1, 2007 between Infineum USA L.P. ("Infineum") and Assignor, which incorporates by reference Car Leasing agreement 2395-11 dated as of November 19, 1996 by and between Exxon Chemical Americas, a Division of Exxon Chemical Company and Exxon Company, U.S.A., each of which are a division of Exxon Corporation ("Exxon"), and Assignor, as amended by (a) that certain letter agreement dated October 28, 1996 between Assignor and Paxon Polymer Company, L.P. II and (b) that certain Amendment No. 2 dated February 11, 1999 among Exxon, Assignor and Infineum.

[Memorandum of Assignment and Assumption Agreement]

Rider No. 4 dated October 18, 2004 between Pendleton Flour Mills, LLC ("Pendleton") and Assignor, which incorporates by reference the terms of that certain Car Leasing Agreement No. 2839-97-0 dated October 19, 2004 between Pendleton and Assignor.

Rider No. 36 dated February 12, 2003 between SASOL North America Inc. ("SASOL") and Assignor, as (a) renewed by Rider No. 36 Renewal No. 1 dated November 2, 2006 between SASOL and Assignor and (b) amended by that certain Amendment dated as of September 24, 2007 between SASOL and Assignor, which incorporates by reference Car Leasing Agreement #9042-83 dated December 15, 1992 between SASOL, as successor in interest to Vista Chemical Company, and Assignor, as successor in interest to General Electric Railcar Leasing Services Corporation, as amended by Amendment No. 1 dated as of June 29, 1993 between SASOL, as successor in interest to Vista Chemical Company, and Assignor, as successor in interest to General Electric Railcar Leasing Services Corporation.

Rider No. 64 dated October 1, 2007 between Tate & Lyle Ingredients Americas, Inc. ("Tate") and Assignor, which incorporates by reference Car Leasing agreement 8096-7 dated as of March 8, 1984 between Tate, as successor in interest to Staley Continental, Inc., and Assignor, as (a) amended by that letter agreement dated October 26, 1988 between Tate, as successor in interest to A.E. Staley Manufacturing Company, and Assignor, (b) amended in that letter agreement dated March 15, 1990 between Tate, as successor in interest to A.E. Staley Mfg. Company, and Assignor, and (c) amended by that Amended and Restated Amendment No. 1 dated December 4, 1996 between Tate, as successor in interest to A.E. Staley Manufacturing Company, and Assignor.

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: 1/4/08



Robert W. Alvord