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November 8, 2005

E-FILING RECORDATION

Vernon A. Williams  
Secretary  
Surface Transportation Board  
ATTN: Recording Department  
1925 K Street NW  
Washington, DC 20423

RECORDATION NO. 25959 FILED

NOV 08 '05

5-20 PM

SURFACE TRANSPORTATION BOARD

Re: Recordation of Documents—Railcar  
Lessor: The Fifth Third Leasing Company  
Lessee: Ameren Energy Generating Company  
Equipment: One Hundred Thirty-five (135) FreightCar America Rotary AutoFlood III railcars with reporting marks and numbers CAEG 825135 through 825270 inclusive

Dear Mr. Secretary:

Enclosed for recordation pursuant to Section 11301 of Title 49 of the U.S. Code is:

- (a) Memorandum of Lease Agreement (Interim Funding Schedule No. 002), a primary document, dated November 8, 2005.
- (b) The names and addresses of the parties to the document are as follows:

Lessor: The Fifth Third Leasing Company  
38 Fountain Square Plaza  
MD 10904A  
Cincinnati, Ohio 45263

Vernon A. Williams, Secretary  
Surface Transportation Board  
November 8, 2005  
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Lessee: Ameren Energy Generating Company  
1901 Chouteau Avenue  
St. Louis, Missouri 63103

(c) A description of the equipment covered by the document follows:

One Hundred Thirty-five (135) FreightCar America Rotary AutoFlood III railcars with reporting marks and numbers CAEG 825136 through 825270 inclusive.

A recording fee of \$33.00 is being remitted. Please return the originals to:

Richard J. Schroeder  
Davis Wright Tremaine LLP  
2600 Century Square  
1501 - 4<sup>th</sup> Avenue  
Seattle WA 98101-1688

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

Primary Document: Memorandum of Lease Agreement (Interim Funding Schedule No. 002) dated November 8, 2005, between The Fifth Third Leasing Company as Lessor and Ameren Energy Generating Company as Lessee, covering One Hundred Thirty-five (135) Freightcar America Rotary Auto Flood III railcars with reporting marks and numbers CAEG 825136 through 825270 inclusive.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in black ink, appearing to read "Richard J. Schroeder".

Richard J. Schroeder

RJS:mtk  
Enclosures



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MEMORANDUM OF LEASE AGREEMENT

(Interim Funding Schedule No. 002)

Dated as of November 8, 2005

between

THE FIFTH THIRD LEASING COMPANY,  
Lessor

and

AMEREN ENERGY GENERATING COMPANY

Lessee

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RECORDATION NO. 25959 FILED  
NOV 08 '05 5-20 PM  
SURFACE TRANSPORTATION BOARD

Filed with the Surface Transportation Board pursuant to  
49 U.S.C. § 11301 on November \_\_, 2005, at \_\_\_\_:\_\_\_\_.M  
Recordation Number \_\_\_\_\_

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT dated as of November 8, 2005, is made by and between AMEREN ENERGY GENERATING COMPANY, an Illinois corporation, by its Agent, Ameren Energy Fuels and Services Company ("Lessee"), and THE FIFTH THIRD LEASING COMPANY, an Ohio corporation ("Lessor").

**WITNESSETH**

1. Pursuant to a Master Equipment Lease Agreement, dated October 24, 2005, together with Interim Funding Schedule - No. 002 dated November 8, 2005 (collectively, the "Lease Agreement"), Lessor has agreed to lease to Lessee, and the Lessee has agreed to lease from Lessor one hundred thirty-five (135) FreightCar America AutoFlood III railcars bearing the railroad reporting marks and road numbers set forth on Exhibit A attached hereto.

2. The Lease Agreement shall be effective as of the date first set forth hereinabove and shall be subject to the Base Lease Term and any Renewal Terms as defined in the Lease Agreement.

3. The Lease Agreement does not contain a hereafter acquired clause.

4. This Memorandum of Lease Agreement may be executed in duplicate originals and any number of counterparts and by different parties in separate counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

*[Signature page follows]*



**EXHIBIT A**  
**EQUIPMENT DESCRIPTION**

**Lease:** Interim Funding Schedule No. 002 dated as of November 7, 2005 to Master Equipment Lease Agreement Dated as of October 24, 2005.

**Lessor:** THE FIFTH THIRD LEASING COMPANY

**Lessee:** AMEREN ENERGY GENERATING COMPANY, an Illinois corporation, by its Agent, Ameren Energy Fuels and Services Company

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**Vendor:** FreightCar America  
17 Johns Street  
Johnstown, PA 15901

**Invoice No. 99200522**

One hundred thirty-five (135) Rotary AutoFlood III railcars with Reporting Marks and Road Numbers as follows:

<b>Mark</b>	<b>Number</b>
<b>CAEG</b>	<b>825136 through 825270, inclusive</b>