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ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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 27272.

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
Page 2

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

97 railcars within the series COLX 6001 - COLX 6101 as more particularly set forth 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,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

JAN 04 '08 -2 0 0 PM [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 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

AIG RAIL SERVICES, INC.

By: 
Name: Mark Stefani
Title: Vice President

By: _____
Name:
Title:

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement is made and entered into on 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.

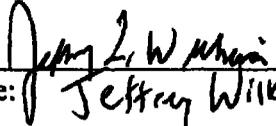
This Memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument. Nothing in this Memorandum shall amend or supersede any provision of the Assignment.

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**

AIG RAIL SERVICES, INC.

By: _____
Name: Mark Stefani
Title: Vice President

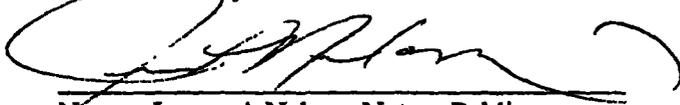
By: 
Name: Jeffrey Wilkison
Title: Vice President

[Memorandum of Assignment and Assumption Agreement]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this, the 25th 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.



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 Jerry L. Wilkison, 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.

Lanay A. Marty
Name: Lanay A. Marty
Notary Public

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

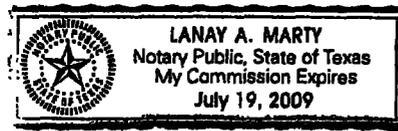


EXHIBIT A

CAR LIST

<u>Unit</u>	<u>AAR</u>		<u>Unit</u>	<u>AAR</u>	
<u>Count</u>	<u>Reporting Marks</u>		<u>Count</u>	<u>Reporting Marks</u>	
1	COLX	6001	51	COLX	6053
2	COLX	6002	52	COLX	6054
3	COLX	6004	53	COLX	6055
4	COLX	6005	54	COLX	6056
5	COLX	6006	55	COLX	6057
6	COLX	6007	56	COLX	6058
7	COLX	6008	57	COLX	6059
8	COLX	6009	58	COLX	6060
9	COLX	6010	59	COLX	6061
10	COLX	6011	60	COLX	6062
11	COLX	6012	61	COLX	6063
12	COLX	6013	62	COLX	6064
13	COLX	6014	63	COLX	6065
14	COLX	6015	64	COLX	6066
15	COLX	6016	65	COLX	6067
16	COLX	6017	66	COLX	6068
17	COLX	6018	67	COLX	6069
18	COLX	6019	68	COLX	6070
19	COLX	6020	69	COLX	6071
20	COLX	6021	70	COLX	6072
21	COLX	6022	71	COLX	6073
22	COLX	6023	72	COLX	6074
23	COLX	6024	73	COLX	6075
24	COLX	6025	74	COLX	6076
25	COLX	6026	75	COLX	6077
26	COLX	6027	76	COLX	6078
27	COLX	6028	77	COLX	6079
28	COLX	6029	78	COLX	6080
29	COLX	6030	79	COLX	6081
30	COLX	6031	80	COLX	6082
31	COLX	6032	81	COLX	6083
32	COLX	6033	82	COLX	6084
33	COLX	6034	83	COLX	6085
34	COLX	6035	84	COLX	6086
35	COLX	6036	85	COLX	6087
36	COLX	6037	86	COLX	6088
37	COLX	6038	87	COLX	6090
38	COLX	6039	88	COLX	6091
39	COLX	6040	89	COLX	6092
40	COLX	6042	90	COLX	6093
41	COLX	6043	91	COLX	6094
42	COLX	6044	92	COLX	6095
43	COLX	6045	93	COLX	6096
44	COLX	6046	94	COLX	6097
45	COLX	6047	95	COLX	6098
46	COLX	6048	96	COLX	6100
47	COLX	6049	97	COLX	6101
48	COLX	6050			
49	COLX	6051			
50	COLX	6052			

**EXHIBIT A
RAILROAD CAR LEASES**

Rider No. 1 dated November 4, 1999 among COALSALES II, LLC, formerly known as Peabody COALSALES Company, and Peabody Holding Company, LLC, formerly known as Peabody Holding Company, Inc., (collectively, "Peabody") and Assignor, which incorporates by reference Car Leasing agreement No. 3198-97-01 dated and effective as of November 10, 1999 by and between Peabody and Assignor.

Rider No. 16 dated October 1, 2007 between South Dakota Soybean Processors, LLC ("SDSB") and Assignor, which incorporates by reference the terms of that certain Car Leasing Agreement 8105-83-2 dated as of May 14, 1996 between SDSB and Assignor.

Rider No. 1 dated March 1, 2005 between Wisconsin Power and Light Company ("WPL") and Assignor, which incorporates by reference the terms of that certain Car Leasing Agreement 9478-97-01 dated April 1, 2004 and effective as of April 1, 2004 between WPL and Assignor.

Rider No. 2 dated as of June 8, 2006 between WPL and Assignor, which incorporates by reference the terms of that certain Car Leasing Agreement 9478-97-01, dated April 1, 2004 and effective as of April 1, 2004 between WPL 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