

RECORDATION NO 20207-3 FILED

JUN 27 '08 -3 15 PM

SURFACE TRANSPORTATION BOARD

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

June 24, 2008

Anne K. Quinlan, Esquire
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 June 23, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 20207 and 20207-A.

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

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

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

Anne K. Quinlan, Esquire
June 24, 2008
Page 2

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

197 railcars within the series SP 365001 - SP 365200 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 stroke extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement is made and entered into on June 23, 2008 by and between General Electric Capital Corporation, a Delaware corporation (the "Assignor"), and AIG Rail Services, Inc., a Delaware corporation (the "Assignee").

WITNESSETH:

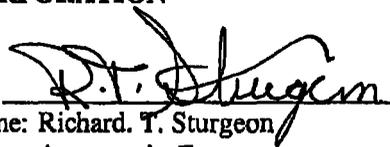
The undersigned have entered into that certain Assignment and Assumption Agreement (the "Assignment"), dated as of June 23, 2008, whereby the Assignor has agreed to assign to the Assignee and the Assignee has agreed to assume from the Assignor those certain railroad car leases listed on Exhibit A attached hereto concerning the equipment listed on Schedule I 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 CAPITAL CORPORATION

AIG RAIL SERVICES, INC.

By: 
Name: Richard T. Sturgeon
Title: Attorney-in-Fact

By: _____
Name: Timothy Stevens
Title: Senior Vice President

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement is made and entered into on June ~~2~~³, 2008 by and between General Electric Capital 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 June ~~2~~³, 2008, 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 concerning the equipment listed on Schedule I hereto.

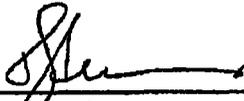
This Memorandum may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument. Nothing in this Memorandum shall amend or supersede any provision of the Assignment.

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 CAPITAL
CORPORATION**

AIG RAIL SERVICES, INC.

By: _____
Name: Richard T. Sturgeon
Title: Attorney-in-Fact

By:  _____
Name: Timothy Stevens
Title: Senior Vice President

STATE OF Connecticut)
) SS:
COUNTY OF Fairfield)

On this, the 25th day of June, 2008, before me, a Notary Public in and for said County and State, personally appeared Richard T. Sturgeon, an Attorney-in-Fact of General Electric Capital Corporation, who acknowledged himself to be a duly authorized officer of General Electric Capital 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.

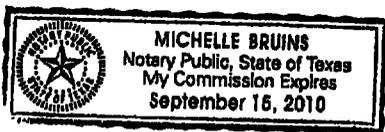
DIANE MARIE SIMALCHIK
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2010

Diane Marie Simalchik
Name: Diane Marie Simalchik, Notary Public
My Commission Expires: November 30, 2010
Residing in Fairfield County

STATE OF Texas)
) SS:
COUNTY OF Collin)

On this, the 23rd day of June 2008, before a Notary Public in an for said County and State, personally appeared Timothy Stevens, who being by me duly sworn, says that he is the Senior 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.



Michelle Bruins
Name: Michelle Bruins
Notary Public

My Commission Expires: 9-15-2010
Residing in: Collin County, Texas

EXHIBIT A
RAILROAD CAR LEASES

Master Lease Agreement dated as of July 31, 1996 between NationsBanc Leasing Corporation of North Carolina and Southern Pacific Transportation Company, as supplemented by, the Lease Supplement dated as of July 31, 1996 between NationsBanc Leasing Corporation of North Carolina and Southern Pacific Transportation Company; and the Rent Supplement dated as of July 31, 1996 between NationsBanc Leasing Corporation of North Carolina and Southern Pacific Transportation Company

Schedule 1
to Assignment and Assumption Agreement

(List of Equipment)

<u>No.</u>	<u>Unit Numbers</u>
1	SP 365001
2	SP 365002
3	SP 365003
4	SP 365004
5	SP 365005
6	SP 365006
7	SP 365007
8	SP 365008
9	SP 365009
10	SP 365010
11	SP 365011
12	SP 365012
13	SP 365013
14	SP 365014
15	SP 365015
16	SP 365016
17	SP 365017
18	SP 365018
19	SP 365019
20	SP 365020
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