

LAW OFFICES
ALLEN H. HARRISON, JR.
SUITE 706
2009 NORTH 14TH STREET
ARLINGTON, VIRGINIA 22201

TELEPHONE (703) 524-8309
FAX (703) 524-3035

RECORDATION NO. 21888-AA FILED

NOV 08 '02 12-11 PM

November 8, 2002

SURFACE TRANSPORTATION BOARD

Recordation No. 21888-AA

Dear Mr. Williams:

On behalf of BTM Capital Corporation, I submit for filing and recording under 49 U.S.C. § 11301(a) and the regulations applicable thereunder, executed counterparts of a secondary document, not previously recorded, entitled Amendment No. 2 to Amended and Restated Security Agreement ("Amendment") dated as of October 27, 2002 to Amended and Restated Security Agreement dated as of October 19, 2001 and recorded with the STB October 19, 2001 under Recordation No. 21888-U.

The parties to the enclosed Amendment are:

BTM Capital Corporation, (as collateral agent for the Secured Parties) 125 Summer Street Boston, MA 02110	-	SECURED PARTY/for indexing <u>MORTGAGEE</u>
Flex Leasing I, LLC Suite 730 221 Main Street San Francisco, CA 94105	-	BORROWER/for indexing <u>MORTGAGOR</u>

The said Amendment, among other things, grants a security interest by the Borrower to the Secured Party in ALL EQUIPMENT NOW OWNED OR HEREAFTER ACQUIRED and the leases of the said equipment. The specific units of equipment in the instant Amendment are covered therein in Annex A thereof and show of record a change in the identification numbers used on 50 covered hopper cars.

The Amendment should be recorded under Recodation No. 21888-AA.

The equipment covered by the instant Amendment is ALL EQUIPMENT NOW OWNED OR HEREAFTER ACQUIRED and the specific units of equipment in the instant Amendment are identified in Annex A to the Amendment (copy attached), namely, 50 covered gondola cars wherein FLOX numbers (formerly four digit LW numbers, 21888-T) are changed to six digit LW numbers.

A short summary of the Amendment to appear in the Surface Transportation Board Index is as follows:

“Covers all equipment now owned or hereafter acquired and the leases thereof. The units of equipment in the instant Amendment are as listed in the Amendment, namely changing 50 FLOX numbers to LW numbers, covering covered hopper cars.”

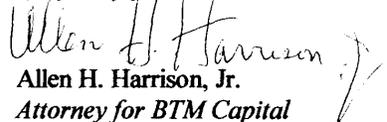
Please enter under this Recordation No. the following cross index reference:

“See Recordation Nos. 21888-T and 24 2 e 5.”

Enclosed is a check in the amount of sixty dollars (\$60.00), thirty dollars of which is in payment of the filing fee and thirty of which is for the requested cross index reference.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter from the Surface Transportation Board acknowledging the filing and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
*Attorney for BTM Capital
Corporation, for the purpose
of this filing.*

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

BY HAND

8212-020

Annex AUnits of Rolling Stock Collateral

<u>Old Car Marks</u>	<u>New Car Marks</u>
Fifty (50) 3,250 Cu. Ft. Capacity Covered Hoppers; 286,000 lb. GRL, numbered:	Fifty (50) 3,250 Cu. Ft. Capacity Covered Hoppers; 286,000 lb. GRL, numbered:
FLOX 993225 through 993259 inclusive	LW 993225 through 993259 inclusive
FLOX 993262	LW 993262
FLOX 993266	LW 993266
FLOX 993271	LW 993271
FLOX 993277	LW 993277
FLOX 993279	LW 993279
FLOX 993282	LW 993282
FLOX 993287 through 993289 inclusive	LW 993287 through 993289 inclusive
FLOX 993291	LW 993291
FLOX 993293 through 993294 inclusive	LW 993293 through 993294 inclusive
FLOX 993297	LW 993297
FLOX 993303	LW 993303
FLOX 993307	LW 993307

AMENDMENT NO. 2 TO AMENDED AND RESTATED SECURITY AGREEMENT

This AMENDMENT NO. 2 (this "Amendment"), dated as of October 31, 2002, to the Amended and Restated Security Agreement, dated as of October 19, 2001 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), made by FLEX LEASING I, LLC (the "Borrower") to BTM CAPITAL CORPORATION, as collateral agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Loan Agreement (as defined in the Security Agreement).

WHEREAS, the Security Agreement was recorded with the Surface Transportation Board on October 19, 2001, under Recordation No. 21888-U, and with the Registrar General of Canada on October 19, 2001, at 1:15 p.m.

WHEREAS, certain Units of Rolling Stock Collateral identified on Schedule 1 to the Security Agreement have been remarked as shown on Annex A attached hereto.

THEREFORE, Schedule 1 to the Security Agreement is hereby amended, with respect to the collateral listed on Annex A attached hereto, to incorporate the change in car marks as shown on Annex A attached hereto.

The parties hereto agree that all actions necessary to perfect and preserve the security interest granted in favor of the Collateral Agent for the ratable benefit of the Secured Parties pursuant to Section 2 of the Security Agreement, including the filing of (i) an amendment to the UCC financing statement and (ii) all necessary documentation with the Surface Transportation Board and the Registrar General of Canada, will be taken by the Borrower, at its sole cost and expense, as promptly as reasonably practicable but in no event later than fifteen (15) days after the execution by the parties of an amendment (including an amendment to reflect the remarking of the Units of Rolling Stock Collateral) to Schedule 1 to the Security Agreement.

The Borrower agrees to promptly notify the Majority Lenders and the Series Enhancer of this Amendment to Schedule 1 to the Security Agreement and to deliver to the Collateral Agent, as soon as reasonably practicable, copies of any of the filings and documentation referred to in, or related to, the actions taken pursuant to the immediately preceding paragraph in respect of this Amendment.

Except as expressly set forth herein, this Amendment (i) shall not, by implication or otherwise, limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Collateral Agent, as agent for the Secured Parties, under the Security Agreement or the Agent, Lenders or Series Enhancer under any other Loan Document, and (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Security Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

RECORDATION NO. 21888-AA FILED

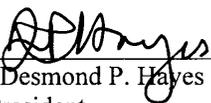
NOV 08 '02 12:11 PM

SURFACE TRANSPORTATION BOARD

NY1 704899v1

IN WITNESS WHEREOF, the Borrower has caused this Amendment to be duly executed by one of its officers, thereunto duly authorized, as of the day and year first above written.

FLEX LEASING I, LLC

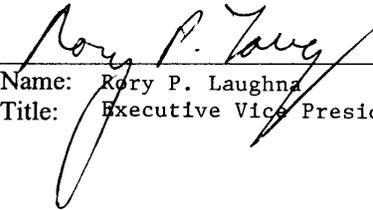


Name: Desmond P. Hayes
Title: President

NYI-704899v1

Agreed and Accepted:

BTM CAPITAL CORPORATION, not in
its individual capacity but solely as
Collateral Agent


Name: Rory P. Laughna
Title: Executive Vice President

NY1 704899v1

STATE OF CA)
) ss:
COUNTY OF SF)

On this 5th day of November, 2002, personally came before me, Desmond P. Hayes, who, being by me duly sworn, says he is President of Flex Leasing I, LLC and that said writing was signed on the date hereof by him on behalf of said company by its authority duly given. The said President acknowledged the execution of the said writing to be the act and deed of said company.

Witness my hand and notarial seal this 5th day of November, 2002.

SEAL



Joan M. Juster

Notary Public
My Commission Expires: June 28, 2005

Annex A

Units of Rolling Stock Collateral

<u>Old Car Marks</u>	<u>New Car Marks</u>
Fifty (50) 3,250 Cu. Ft. Capacity Covered Hoppers; 286,000 lb. GRL, numbered:	Fifty (50) 3,250 Cu. Ft. Capacity Covered Hoppers; 286,000 lb. GRL, numbered:
FLOX 993225 through 993259 inclusive	LW 993225 through 993259 inclusive
FLOX 993262	LW 993262
FLOX 993266	LW 993266
FLOX 993271	LW 993271
FLOX 993277	LW 993277
FLOX 993279	LW 993279
FLOX 993282	LW 993282
FLOX 993287 through 993289 inclusive	LW 993287 through 993289 inclusive
FLOX 993291	LW 993291
FLOX 993293 through 993294 inclusive	LW 993293 through 993294 inclusive
FLOX 993297	LW 993297
FLOX 993303	LW 993303
FLOX 993307	LW 993307