

RECORDATION NO. 23659-E FILED

ALLEN & OVERY

MAR 05 '08

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SURFACE TRANSPORTATION BOARD

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

Allen & Overy LLP
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New York NY 10020

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Direct line 212 756 1173
erin.thomas@allenoverly.com



Our ref EET/51231-00008 NY:3076541.4

February 28, 2008

Dear Mr. Williams:

Enclosed is an original and one counterpart of the documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is an Amendment, a secondary document, dated February 28, 2008. The primary document to which it is connected is recorded under Recordation Number 23659-A.

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

Trustee: U.S. Bank National Association, as successor to State Street Bank and Trust Company of Connecticut
225 Asylum Street, 23rd Floor
Hartford, Connecticut 06103

Lender: AIG/ FP Funding (Cayman) Limited
c/o Maples and Calder
P.O. Box 309
Ugland House
South Church Street
Georgetown, Grand Cayman
Cayman Islands KY1-1104

A description of the equipment covered by the documents follows:

Railcars within the various series described in Schedules A and B.

A fee of \$35.00 is enclosed.

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

Amendment to a Memorandum of Loan and Security Agreement with Recordation Number 23659-A, dated September 12, 2001, and covering railcars with the various series described in Schedules A and B.

Yours sincerely,

A handwritten signature in black ink, appearing to read "EET", with a long horizontal stroke extending to the right.

Erin E. Thomas
Associate

MAR 05 '08

3-09 PM

SURFACE TRANSPORTATION BOARD**MEMORANDUM OF AMENDMENT TO MEMORANDUM OF LOAN AND SECURITY AGREEMENT**

This Memorandum of Amendment to Memorandum of Loan and Security Agreement with Recordation Number 23659-A is made and entered into as of February 28, 2008, by and between U.S. BANK NATIONAL ASSOCIATION, as successor to State Street Bank and Trust Company of Connecticut, not in its individual capacity, but solely as Trustee (hereinafter "Trustee") and AIG-FP FUNDING (CAYMAN) LIMITED (hereinafter "Lender") respecting the Loan and Security Agreement (RAIL-2001-FNBC) (hereinafter "Loan Agreement") dated as of September 12, 2001, between Trustee and Lender.

Pursuant to the provisions of the Loan Agreement, Trustee and Lender hereby affirm and acknowledge that:

1. Trustee has agreed to grant the Lender a first priority security interest in the Replacement Items of Equipment described in Schedule A attached hereto and the Lender has agreed to release its security interest in the Items of Equipment described in Schedule B hereto and such discharged Items of Equipment are no longer deemed Items of Equipment for any purpose, subject to the terms defined in the Loan Agreement.
2. Lender and Trustee further acknowledge and affirm that this Memorandum of Amendment to Memorandum of Loan and Security Agreement is not a summary of the Loan Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Lender and Trustee hereby agree that in the event of a conflict between this Memorandum of Amendment to Memorandum of Loan and Security Agreement and the provisions of the Loan Agreement, the provisions of the Loan Agreement, as the case may be, shall control.
3. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. §11301.
4. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Amendment to Memorandum of Loan and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first written above.

TRUSTEE:

U.S. BANK NATIONAL
ASSOCIATION

By: *Susan C. Merker*

Name: Susan C. Merker
Vice President

Title: _____

STATE OF Connecticut)

) SS:

COUNTY OF Hartford)

On this 15th of February, 2008, before me personally appeared Susan C. Marker, to me personally known, who being duly sworn, state that she is Vice President of U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public



My Commission expires

SUSAN P. McNALLY
Notary Public - Connecticut
My Commission Expires Mar. 31, 2010

LENDER:

AIG-FP FUNDING (CAYMAN)
LIMITED

By:  _____

Name: Christian Toft

Title: Authorized Signatory

STATE OF CONNECTICUT)

) SS: Wilton

COUNTY OF FAIRFIELD)

On this 28th of February 2008, before me personally appeared Christian Toft, to me personally known, who being duly sworn, state that he is Authorized Signatory of AIG-FP FUNDING (CAYMAN) LIMITED, that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission expires

AMIE MELESHKEWICH
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2008

Schedule A

REPLACEMENT ITEMS

Car Mark	Car Type	Built Date	CC#
GEAX 020278	Coal Gondola	2001	451842
MPSX 001031	Hopper	2001	453673
GNAX 007300	Hopper	2002	466113
KPLX 005032	Coal Gondola	2003	683377
AGHX 096030	Hopper	2003	688117
AGHX 096031	Hopper	2003	688118
AGHX 096032	Hopper	2003	688119
NAHX 101052	Hopper	2003	683751
NAHX 101053	Hopper	2003	683752
NAHX 101054	Hopper	2003	683753
NAHX 101055	Hopper	2003	683754
NAHX 101056	Hopper	2003	683755
NAHX 101057	Hopper	2003	683756
NAHX 101058	Hopper	2003	683757

Schedule B

ITEMS TO BE REPLACED

Car Mark	Car Type	Built Date	CC#
CHTT200599	Hopper	1996	318142
IATR005372	Box	1996	319747
NS 293344	Hopper	1996	322365
NAHX 100227	Hopper	1996	314565
NAHX 100485	Hopper	1996	314823
NAHX 100574	Hopper	1996	314912
NAHX 100644	Hopper	1996	314982
NAHX 061717	Hopper	1996	315982
CHVX 896297	Hopper	1996	318290
CHTT 200522	Hopper	1996	318065
NAHX 61692	Hopper	1996	315957
GEAX 011365	Coal Gondola	1996	315457
GEAX 011609	Coal Gondola	1996	319663
NAHX 61822	Hopper	1996	316087

MEMORANDUM OF AMENDMENT TO MEMORANDUM OF LOAN AND SECURITY AGREEMENT

This Memorandum of Amendment to Memorandum of Loan and Security Agreement with Recordation Number 23659-A is made and entered into as of February 28, 2008, by and between U.S. BANK NATIONAL ASSOCIATION, as successor to State Street Bank and Trust Company of Connecticut, not in its individual capacity, but solely as Trustee (hereinafter "Trustee") and AIG-FP FUNDING (CAYMAN) LIMITED (hereinafter "Lender") respecting the Loan and Security Agreement (RAIL-2001-FNBC) (hereinafter "Loan Agreement") dated as of September 12, 2001, between Trustee and Lender.

Pursuant to the provisions of the Loan Agreement, Trustee and Lender hereby affirm and acknowledge that:

1. Trustee has agreed to grant the Lender a first priority security interest in the Replacement Items of Equipment described in Schedule A attached hereto and the Lender has agreed to release its security interest in the Items of Equipment described in Schedule B hereto and such discharged Items of Equipment are no longer deemed Items of Equipment for any purpose, subject to the terms defined in the Loan Agreement.
2. Lender and Trustee further acknowledge and affirm that this Memorandum of Amendment to Memorandum of Loan and Security Agreement is not a summary of the Loan Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Lender and Trustee hereby agree that in the event of a conflict between this Memorandum of Amendment to Memorandum of Loan and Security Agreement and the provisions of the Loan Agreement, the provisions of the Loan Agreement, as the case may be, shall control.
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4. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Amendment to Memorandum of Loan and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first written above.

TRUSTEE:

**U.S. BANK NATIONAL
ASSOCIATION**

By: *Susan C. Merker*

Name: Susan C. Merker
Vice President

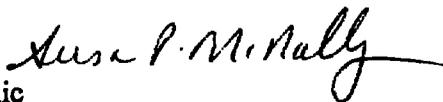
Title: _____

STATE OF Connecticut)

) SS:

COUNTY OF Hartford)

On this 15th of January, 2008, before me personally appeared Susan C. Merker, to me personally known, who being duly sworn, state that she is Vice President of U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



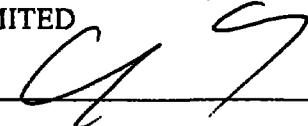
Notary Public

My Commission expires

SUSAN P. McNALLY
Notary Public - Connecticut
My Commission Expires Mar. 31, 2010

LENDER:

AIG-FP FUNDING (CAYMAN)
LIMITED

By:  _____

Name: Christian Toft

Title: Authorized Signatory

STATE OF CONNECTICUT)

) SS: Wilton

COUNTY OF FAIRFIELD)

On this 28th of February 2008, before me personally appeared Christian Toft, to me personally known, who being duly sworn, state that he is Authorized Signatory of AIG-FP FUNDING (CAYMAN) LIMITED, that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission expires

AMIE MELESHKEWICH
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV 16 2008

Schedule A

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