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OF COUNSEL  
URBAN A. LESTER

March 27, 2003

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

RECORDATION NO. 24377 FILED  
MAR 28 '03 2:19 PM  
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Memorandum of Loan and Security Agreement, dated as of March 28, 2003 a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Borrower: The CIT Group/Equipment  
Financing, Inc.  
1211 Avenue of the Americas  
New York, NY 10036

Lender: Export Development Canada  
151 O'Connor Street  
Ottawa, Canada K1A 1K3

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

600 railcars BNSF 562000 – BNSF562599

Mr. Vernon A. Williams  
March 27, 2003  
Page Two

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

Memorandum of Loan and Security Agreement

Also enclosed is a check in the amount of \$30.00 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,



Robert W. Alvord

RWA/anr  
Enclosures

RECORDATION NO. 24377 FILED

MAR 28 '03 2:19 PM

SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF  
LOAN AND SECURITY AGREEMENT**

This Memorandum of Loan and Security Agreement (this "Memorandum"), dated March 28, 2003 is by and between The CIT Group/Equipment Financing, Inc., as Lessor (the "Lessor") and Export Development Canada, a corporation established by an Act of the Parliament of Canada, as Lender (the "Lender").

W I T N E S S E T H:

In order to create a present security interest in favor of the Lender under that certain Loan and Security Agreement dated as of March 28, 2003 by and between the Lender and the Lessor (the "Loan Agreement"), pursuant to which the Lessor does hereby grant, sell, assign, transfer, mortgage, pledge, set over and confirm unto the Lender continuing security interests in all of its right, title and interest in and to the Collateral, including, without limitation, the following (but excluding in all cases Excepted Payments), as security for the payment of the principal of and interest on the Note, and for the payment of all other sums and other Obligations:

(i) all of the Lessor's right, title and interest in the Purchase Agreement, together with (A) the Lessor's interest in all other contracts whether now in existence or hereafter entered into relating to the manufacturing and purchase of the equipment which is listed on Exhibit I attached hereto (the "Equipment"), (B) all Lessor's right, title and interest in and to the Equipment and (C) all of its right, title and interest in the other Collateral, including, without limitation, the proceeds of insurance with respect to the Equipment;

(ii) all of the Lessor's rights to receive monies which from time to time become due to the Lessor in respect of the manufacturing and purchase of the Equipment;

(iii) all of the Lessor's right, title and interest in, to and under the Lease and any future lease, including, without limitation, the right to receive all payments of Rent and Additional Rental Payments, such Lease being that certain Schedule No. 7 to the Master Net Railcar Lease made as of April 5, 2002 ("Schedule 7") between Lessor (as assignee of Purchaser) and Lessee, which supplemented the Master Lease. Pursuant to Schedule 7, a Memorandum of Net Railcar Lease has been filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on May 15, 2002 at 11:50 a.m., Recordation Number 23900-A with respect to the Equipment;

(iv) all of Lessor's right, title and interest as beneficiary in, to and under the RVI Policy; and

(v) all proceeds of the foregoing.

Capitalized terms and phrases used and not otherwise defined herein shall have the respective meanings specified therefor in the Loan Agreement.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be duly executed by their respective officers authorized on the date and year first above written.

THE CIT GROUP/EQUIPMENT  
FINANCING, INC., as Lessor

By:   
Name: WILLIAM J. HUNTER  
Title: VICE PRESIDENT

EXPORT DEVELOPMENT CANADA,  
as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

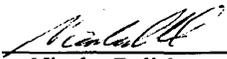
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be duly executed by their respective officers authorized on the date and year first above written.

THE CIT GROUP/EQUIPMENT FINANCING,  
INC., as Lessor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXPORT DEVELOPMENT CANADA,  
as Lender

By:   
Name: Nicolas Delisle  
Title: Financial Services Manager

By:   
Name: Colleen Lalonde  
Title: Financial Services Manager

State of New York  
County of New York SS.

On this 19th day of March, 2003 before me personally appeared William [Signature] to me personally known, who being duly sworn, says that he/she is the Vice President of The CIT Group/Equipment Financing, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

MAGDALENA CHARLOTTE  
NOTARY PUBLIC, State of New York  
No. 01CH6059474  
Qualified in New York County  
Commission Expires May 29, 2003

**NOTARIAL CERTIFICATE OF AFFIDAVIT OF EXECUTION**

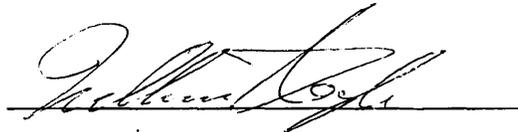
I, William F. Doyle a notary public in and for the Province of Ontario, Canada, duly appointed, commissioned and sworn, and practicing at 151 O'Connor Street, in the City of Ottawa, in the Province of Ontario, DO HEREBY CERTIFY that:

1. I was personally present and did see the attached Memorandum of Loan and Security Agreement duly signed and executed on behalf of Export Development Canada by Nicolas Delisle and Colleen Lalonde of Export Development Canada.

2. the said Memorandum of Loan and Security Agreement was executed by the said parties at 151 O'Connor Street, Ottawa, Ontario, Canada; and

3. I know the said Nicolas Delisle and Colleen Lalonde personally and attest that they are both Financial Services Managers of Export Development Canada and that the signature "Nicolas Delisle" on the attached Memorandum of Loan and Security Agreement is in the proper handwriting of Nicolas Delisle and that the signature of "Colleen Lalonde" on the attached Memorandum of Loan and Security Agreement is in the proper handwriting of Colleen Lalonde and that Nicolas Delisle and Colleen Lalonde are duly authorized to sign the attached Memorandum of Loan and Security Agreement on behalf of Export Development Canada.

IN TESTIMONY of which I have subscribed my name and affix my notarial seal at the City of Ottawa, Province of Ontario, this 18<sup>th</sup> day of March, 2003.

A handwritten signature in cursive script, appearing to read 'William F. Doyle', written over a horizontal line.

William F. Doyle  
A Notary Public in and for the Province of Ontario  
My commission does not expire

**EXHIBIT I**

**REPORTING MARKS AND NUMBERS**

BNSF 562000 through BNSF 562599 (inclusive)

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: \_\_\_\_\_

3/27/03



\_\_\_\_\_  
Robert W. Alvord