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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)

20036

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November 28, 2005

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 Replacement Lease Supplement (RAIL-2000-FNBC), dated as of July 23, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement previously filed with the Board under Recordation Number 23151.

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

Lessor:	U.S. Bank National Association Goodwin Square 225 Asylum Street, 23rd Floor Hartford, Connecticut 06103
Lessee:	General Electric Capital Corporation (by General Electric Railcar Services Corporation, as attorney in fact) 161 North Clark Street Chicago, Illinois 60601

Mr. Vernon A. Williams  
November 28, 2005  
Page 2

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

10 cars RELEASED, 7 within the series CWEX 009011 - CWEX 009711  
and 3 within the series NAHX 330254 - NAHX 330266 as more  
particularly set forth in the equipment schedule attached to the document,

and

11 cars ADDED, AGHX 096024 - AGHX 096028, KPLX 005037 and  
NAHX 101038 - NAHX 101042.

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

Replacement Lease Supplement (RAIL-2000-FNBC).

Also enclosed is a check in the amount of \$33.00 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/anm  
Enclosures

NOV 28 '05

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**REPLACEMENT LEASE SUPPLEMENT (RAIL-2000-FNBC)**

SURFACE TRANSPORTATION BOARD

THIS REPLACEMENT LEASE SUPPLEMENT (RAIL-2000-FNBC), dated July 23, 2004, between U.S. BANK NATIONAL ASSOCIATION, as successor to STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee (the "Lessor"), and GENERAL ELECTRIC CAPITAL CORPORATION (the "Lessee");

WHEREAS, the Lessor and the Lessee have heretofore entered into the Lease Agreement (RAIL-2000-FNBC), dated as of September 27, 2000 (as heretofore amended, modified and supplemented, the "Lease"), which Lease provides for the execution and delivery of a Replacement Lease Supplement in substantially the form hereof for the purpose of leasing the Replacement Items of Equipment when delivered by the Lessor to the Lessee in accordance with the terms thereof in substitution for certain Items of Equipment. All of the terms and provisions of the Lease are hereby incorporated by reference to this Replacement Lease Supplement to the same extent as if fully set forth therein (including those terms providing that capitalized terms used therein and not otherwise defined herein shall have the meanings given such terms in Appendix A to the Participation Agreement, and the rules of usage set forth therein shall apply thereto). The Lease, the Lease Supplement and this and all other Replacement Lease Supplements together shall constitute one and the same agreement.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 9 of the Lease, (x) the Lessor hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Lessor, under the Lease as herein supplemented, the Replacement Items of Equipment described (both by identifying number and Equipment Cost) in Schedule 1 hereto and (y) the Items of Equipment described in Schedule 2 hereto are hereby deleted from the Lease and are no longer deemed "Items of Equipment" for any purpose.

The Equipment Cost of the Replacement Items of Equipment described in Schedule 1 hereto are set forth in Schedule 1 hereto. The Lessee hereby represents and warrants that the Replacement Items of Equipment being leased pursuant to, and set out in, this Replacement Lease Supplement qualify as "Replacement Items of Equipment" (as defined in Appendix A to the Participation Agreement).

To the extent, if any, that this Replacement Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Replacement Lease Supplement may be created through the transfer or possession of any counterpart other than the original counterpart containing the receipt therefore executed by the Lender on the signature page thereof.

THIS REPLACEMENT LEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF

THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

The Trust Company is executing this Replacement Lease Supplement solely (except as expressly stated herein) in its capacity as Trustee under the Trust Agreement and not in its individual capacity and in no case shall the Trust Company (or any entity acting as successor Trustee under the Trust Agreement) be personally liable for or on account of any of the statements, representations, warranties, covenants or obligations stated to be those of the Trustee hereunder (all such liability, if any, other than as described by the proviso hereto, being expressly waived by the parties hereto); provided that the Trust Company (or any such successor Trustee) shall be personally liable hereunder for its own gross negligence or willful misconduct and for breach of its covenants, representations and warranties contained herein, to the extent covenanted or made by the Trust Company, and for its failure to exercise ordinary care in handling money.

IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this Replacement Lease Supplement to be duly executed by its authorized officer as of the day and year first above written.

LESSOR:

US BANK NATIONAL ASSOCIATION, as successor to STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee

By: Susan C. Merker

Name: Susan C. Merker

Title: Vice President

Date: October 18, 2005

LESSEE:

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION as attorney-in-fact for GENERAL ELECTRIC CAPITAL CORPORATION

By: Joseph Lattanzi

Name: Joseph LATTANZI

Title: EVP

Date: 10/17/05

STATE OF Connecticut )  
 ) SS  
COUNTY OF Hartford )

On this 18<sup>th</sup> day of October, 2005 before me appeared Susan C. Meaker,  
to me personally known, who being by me duly sworn, say that (s)he is  
Vice President of U.S. Bank National Association that the instrument set forth  
above was signed and sealed on behalf of said corporation on such day by authority of its  
Board of Directors, and they acknowledged that the execution of the foregoing  
instrument was the full act and deed of said corporation.

By: Karen R. Felt

My commission expires:

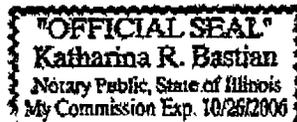
KAREN R. FELT  
NOTARY PUBLIC  
My Commission Expires 02/28/2009

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

On this 17 day of October, 2005 before me appeared Joseph A. Lattanzio, to me personally known, who being by me duly sworn, say that he is Vice President of GENERAL ELECTRIC RAILCAR SERVICES CORPORATION, that the instrument set forth above was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the full act and deed of said corporation.

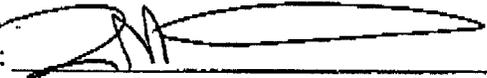
By: *Katharina R. Bastian*

My commission expires:



Receipt of this original counterpart of the foregoing Replacement Lease Supplement (RAIL-2000-FNBC) is hereby acknowledged on November 4, 2005.

Lender: AIG-FP Funding (Cayman) Limited

By:  \_\_\_\_\_

Name: Lee Arthurs \_\_\_\_\_

Title: Authorized Signatory \_\_\_\_\_

**SCHEDULE 1**

to

**REPLACEMENT LEASE SUPPLEMENT**

**DESCRIPTION OF REPLACEMENT ITEMS  
OF EQUIPMENT AND EQUIPMENT COST**

**CIBC - FNBC LEASING CORPORATION  
May-04**

<b>Car Mark</b>	<b>Car Type</b>	<b>Built Date</b>	<b>CC #</b>	<b>Original Cost</b>
KPLX 005037	Coal	2003	683382	54,000.00
AGHX 096024	Hopper	2003	688111	40,000.00
AGHX 096025	Hopper	2003	688112	40,000.00
AGHX 096026	Hopper	2003	688113	40,000.00
AGHX 096027	Hopper	2003	688114	40,000.00
AGHX 096028	Hopper	2003	688115	40,000.00
NAHX 101038	Hopper	2003	683737	49,720.00
NAHX 101039	Hopper	2003	683738	49,720.00
NAHX 101040	Hopper	2003	683739	49,720.00
NAHX 101041	Hopper	2003	683740	49,720.00
NAHX 101042	Hopper	2003	683741	49,720.00

**683742**

**SCHEDULE 2**

**to**

**REPLACEMENT LEASE SUPPLEMENT**

**DESCRIPTION OF ITEMS  
OF EQUIPMENT TO BE REPLACED**

**CIBC - FNBC LEASING CORPORATION**

**May-04**

<b>Car Mark</b>	<b>Car Type</b>	<b>Built Date</b>	<b>CC #</b>	<b>Proceed Value</b>
CWEX 009011	Coal Gon	1999	432605	48,344.00
CWEX 009061	Coal Gon	1999	432655	50,025.24
CWEX 009248	Coal Gon	1999	432841	48,459.00
CWEX 009473	Coal Gon	1999	433066	48,459.00
CWEX 009711	Coal Gon	1999	433304	48,575.00
CWEX 8029	Coal Gon	1999	432623	49,793.00
NAHX 330254	Hopper	1999	409237	47,997.27
NAHX 330259	Hopper	1999	409242	47,997.27
NAHX 330266	Hopper	1999	409249	47,946.56
CWEX 9111	Coal Gon	1999	432704	50,879.36

**48,344.00**

**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: 11/28/05

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