

RECORDATION NO. 23659 ~C FILED

NOV 28 '05 12:23 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

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-2001-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 23659.

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

14 cars RELEASED: CHTT 200522, CHTT 200599, CHVX 896297,
DEEX 011365, DEEX 011609, IATR 005372, 7 within the series NAHX
61692 – NAHX 100644 as more particularly set forth in the equipment
schedule attached to the document, and NS 293344.

and

14 cars ADDED: AGHX 096030 - AGHX 096032, GEAX 020278, GNAX
007300, KPLX 005032, MPSX 001031 and NAHX 101052 – NAHX
101058.

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

Replacement Lease Supplement (RAIL-2001-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

REPLACEMENT LEASE SUPPLEMENT (RAIL-2001-FNBC) 12-23 PM

THIS REPLACEMENT LEASE SUPPLEMENT (RAIL-2001-FNBC), dated July 27, 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-2001-FNBC), dated as of September 12, 2001 (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:

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

By: Susan C. Merker

Name: Susan C. Merker

Title: Vice President

Date: October 18, 2005

LESSEE:

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

By: Joseph L. Lattanzi

Name: Joseph L. Lattanzi

Title: EVP

Date: 10/17/05

STATE OF Connecticut)
)
COUNTY OF Hartford) SS
)

On this 18th day of October, 2005, before me appeared, Franc M. Merker, to me personally known, who being by me duly sworn, say that (s)he is vice President, of U.S. Bank National Bank 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:

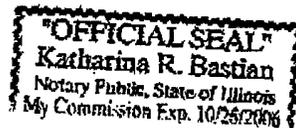
KAREN R. FELT
NOTARY PUBLIC
My Commission Expires 02/28/2009

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 17th 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.

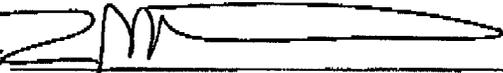
By: Katharina R. Bastian

My commission expires:



Receipt of this original counterpart of the foregoing Replacement Lease Supplement (RAIL-2001-FNBC) is hereby acknowledged on November 4, 2005.

Lender: AIG-EP Funding (Cayman) Limited

By:  _____

Name: Lee Arthurcs _____

Title: Authorized Signatory _____

Date: 11/4/05 _____

SCHEDULE 1

to

REPLACEMENT LEASE SUPPLEMENT

DESCRIPTION OF REPLACEMENT ITEMS
OF EQUIPMENT AND EQUIPMENT COST

CIBC - BANC ONE CORPORATION
May-04

Car Mark	Car Type	Built Date	CC #	Original Cost
GEAX 020278	Coal Gon	2001	451842	45,917.76
MPSX 001031	Hopper	2001	453673	60,036.37
GMAX 007300	Hopper	2002	468113	41,200.00
KPLX 005032	Coal	2003	683377	54,000.00
AGHX 096030	Hopper	2003	688117	40,000.00
AGHX 096031	Hopper	2003	688118	40,000.00
AGHX 096032	Hopper	2003	688119	40,000.00
NAHX 101052	Hopper	2003	683751	49,720.00
NAHX 101053	Hopper	2003	683752	49,720.00
NAHX 101054	Hopper	2003	683753	49,720.00
NAHX 101055	Hopper	2003	683754	49,720.00
NAHX 101056	Hopper	2003	683755	49,720.00
NAHX 101057	Hopper	2003	683756	49,720.00
NAHX 101058	Hopper	2003	683757	49,720.00

683,034.36

SCHEDULE 2

to

REPLACEMENT LEASE SUPPLEMENT

DESCRIPTION OF ITEMS
OF EQUIPMENT TO BE REPLACED

CIBC - BANC ONE CORPORATION
May-04

Car Mark	Car Type	Built Date	CC #	Proceed Value
CHTT200589	Hopper	1996	318142	45,000.00
IATR005372	Box	1996	319747	60,000.00
NS 293344	Hopper	1996	322366	43,319.07
NAHX 100227	Hopper	1996	314665	44,200.25
NAHX 100485	Hopper	1996	314823	45,160.40
NAHX 100574	Hopper	1996	314912	45,160.40
NAHX 100644	Hopper	1996	314982	45,160.40
NAHX 061717	Hopper	1996	315982	43,637.59
CHVX 896297	Hopper	1996	318290	54,205.78
CHTT 200522	Hopper	1996	318065	43,147.09
NAHX 61692	Hopper	1996	315957	44,580.90
DEEX 011365	Coal Gen	1996	315457	43,103.78
DEEX 011609	Coal Gen	1996	319663	42,011.27
NAHX 61822	Hopper	1996	316087	45,473.68

2004-05-04 10:15:15

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