

RECORDATION NO. 27004 ^K FILED

MAR 20 '08 -11 30 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1984)

OF COUNSEL
URBAN A. LESTER

March 20, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amendment to Assignment and Assumption Agreement, dated as of March 10, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document amends Exhibit A to the Assignment and Assumption Agreement previously filed with the Board under Recordation Number 27004-A.

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

Seller/Assignor: The CIT Group/Equipment Financing, Inc.
30 South Wacker Drive, Suite 3000
Chicago, Illinois 60606

**Purchase/
Assignee:** Compass Rail VIII Corporation
750 Battery Street, Suite 430
San Francisco, California 94111

Anne K. Quinlan, Esquire
March 20, 2008
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A description of the railroad equipment covered by the enclosed document is:

16 covered hopper railcars: SLC 128010 - SLC 128013 and within the series SLC 11151 – SLC 12485 as more particularly set forth in the equipment schedule attached to the document.

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

Amendment to Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 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,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a horizontal line extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

MAR 20 '08 -11 30 AM

[SAN LUIS]

SURFACE TRANSPORTATION BOARD
AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

This AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of March 10, 2008 (this "Amendment"), is between THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation (the "Seller"), and COMPASS RAIL VIII CORPORATION, a California corporation (the "Purchaser").

RECITALS

WHEREAS, the Purchaser and the Seller have entered into that certain Railcar Purchase Agreement, dated as of June 22, 2007 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Purchaser from the Seller, subject to the terms and conditions set forth therein and pursuant thereto executed and delivered the Assignment and Assumption Amendment dated June 22, 2007 which was filed with the records of the Surface Transportation Board on June 22, 2007 under Recordation Number 27004-A (the "Assignment"); and

WHEREAS, the car marks for certain of the Cars were incorrectly specified on Exhibit A to the Assignment, and the Seller and the Purchaser wish to amend Exhibit A to reflect the correct car marks for the Cars subject to the Lease and sold to the Purchaser.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows (each capitalized term not otherwise defined herein shall have its respective meaning specified in the Purchase Agreement):

AGREEMENT

1. Amended Schedule A. Exhibit A to the Assignment is hereby amended by substituting therefor Exhibit A to this Amendment, which hereby replaces and is substituted for Exhibit A to the Assignment.
2. No Other Amendments. Except as amended hereby, the Assignment is not otherwise amended and remains in full force and effect in accordance with its terms.
3. Notices. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 8.7 of the Purchase Agreement.
4. Headings. The section headings used in this Amendment are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.
5. Counterparts. This Amendment may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of New York, without giving effect to its conflict of law rules (other than Section 5-1401 of the New York General Obligations Law).

7. Recordation. The Seller and the Purchaser agree to record this Amendment with the Surface Transportation Board or the Registrar General of Canada, as applicable, to evidence the amendment of the Assignment as provided herein.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, have executed this Amendment as of the date written below.

Dated as of: March 10 2008

ASSIGNOR:

THE CIT GROUP/EQUIPMENT
FINANCING, INC., a Delaware corporation

ASSIGNEE:

COMPASS RAIL VIII CORPORATION, a
California corporation

By: [Signature]
Its: Vice President

By: [Signature]
Its: **Stephen C. Bleneman**
President

[Signature Page to Assignment and Assumption Amendment]

State of Connecticut }
County of Fairfield } ss.: Easton

On this, the 6th day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared M. Roy Gosse, a Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC., who acknowledged himself/herself to be a duly authorized officer of THE CIT GROUP/EQUIPMENT FINANCING, INC., and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Deborah K Szeged
Notary Public

DEBORAH K. SZEGEDI
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2012

State of California }
County of San Francisco }

On March __, 2008, before me, _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

EXHIBIT A
Amended List of Equipment to
ASSIGNMENT AND ASSUMPTION AGREEMENT

	Mark	Number
1.	SLC	11151
2.	SLC	11152
3.	SLC	12439
4.	SLC	12443
5.	SLC	12455
6.	SLC	12466
7.	SLC	12468
8.	SLC	12471
9.	SLC	12472
10.	SLC	12478
11.	SLC	12482
12.	SLC	12485
13.	SLC	128010
14.	SLC	128011
15.	SLC	128012
16.	SLC	128013

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco

On March 14, 2008 before me, Jovina Havard, notary public
(Here insert name and title of the officer)

personally appeared Stephen C. Bieneman

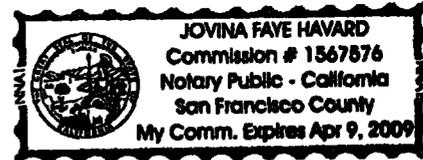
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jovina Havard
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Amendment to Assignment and
(Title or description of attached document)

Assumption Agreement
(Title or description of attached document continued)

Number of Pages _____ Document Date 3/10/08

San Luis Central
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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: 3/20/08



Robert W. Alvord