

RECORDATION NO. 27756 FILED

DEC 12 '08 -3 30 PM

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SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A LESTER

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

December 12, 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 a Memorandum of Equipment Lease Agreement and Trust Indenture and Security Agreement, dated as of December 15, 2008, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Owner Trustee: Bunge Statutory Trust 2008-C, acting through
U.S. Bank Trust National Association
225 Asylum Street
Hartford, CT 06103

Lessee: Bunge North America, Inc.
11720 Borman Drive
St. Louis, MO 63146-1000

Indenture Trustee: Wells Fargo Bank, National Association
Sixth Street and Marquette Avenue
Minneapolis, MN 55479

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

147 hopper railcars within the series BNGX 30250 - BNGX 30680 as more particularly set forth in the attachment to the document.

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

Memorandum of Equipment Lease Agreement and Trust Indenture and Security Agreement.

Also enclosed is a check in the amount of \$41.00 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/sem
Enclosures

MEMORANDUM OF EQUIPMENT LEASE AGREEMENT
AND TRUST INDENTURE AND SECURITY AGREEMENT
dated as of December 15, 2008, between BUNGE STATUTORY
TRUST 2008-C, a Connecticut statutory trust (the "Trust", or the
"Owner Trustee", which term includes, if the context requires, US
Bank Trust National Association, not in its individual capacity, but
solely as Owner Trustee), BUNGE NORTH AMERICA, INC., a
New York corporation (the "Lessee") and Wells Fargo Bank
Northwest, N.A., a national association (the "Indenture Trustee").
Capitalized terms used herein which are not defined herein shall
have their respective meanings ascribed thereto in the Lease and
the Indenture (referred to below).

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SURFACE TRANSPORTATION BOARD

Owner Trustee and Lessee have entered into that certain Equipment Lease Agreement (Bunge Statutory Trust 2008-C) dated as of December 1, 2008 (the "Lease"), as supplemented by Lease Supplement No. 1 (Bunge Statutory Trust 2008-C) dated December [15], 2008 ("Lease Supplement No. 1") (the terms of which are incorporated herein by reference), covering the railroad equipment (the "Equipment") identified in Schedule A hereto, bearing the equipment numbers of the Lessee shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefore.

Owner Trustee and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (Bunge Statutory Trust 2008-C) dated as of December 1, 2008 (the "Indenture"), as supplemented by Indenture Supplement No. 1 (Bunge Statutory Trust 2008-C) dated December [15], 2008 ("Indenture Supplement No. 1") to witnesseth that as security for the due and punctual payment of the principal of, and interest on the Notes and all other amounts payable to or for the benefit of the Noteholders and Indenture Trustee under the Operative Documents and the performance and observance by Owner Participant, Lessee and Owner Trustee of their respective agreements and conditions applicable to them contained in the Operative Documents, Owner Trustee grants to Indenture Trustee a first priority security interest in and mortgage and charge on, all of Owner Trust's estate, right, title and interest in and to the following described property, whether now owned or hereafter acquired (all such property, other than Excepted Property, being herein called the "Trust Indenture Estate"):

(a) the Lease, including, without limitation, all rights of Owner Trust as Lessor thereunder and all amounts of Basic Rent, Supplemental Rent, insurance proceeds and other payments of any kind for or with respect to the Equipment payable thereunder;

(b) the Equipment and all additions and alterations thereto, replacements thereof and substitutions therefor;

(c) all rights of Owner Trust to restitution from any party to any Operative Document (other than the Tax Indemnity Agreement) in respect of any determination of invalidity thereof; all moneys and securities now or hereafter paid to or deposited with (or required to be paid to or deposited with) Indenture Trustee by or for the account of Owner Trust pursuant to this Indenture; and all instruments, documents of title, books and records of Owner

Trustee concerning the Trust Indenture Estate (other than income tax and other similar financial records relating to the Owner Participant's Commitment);

(d) the Participation Agreement and the Bill of Sale (including, without limitation, all rights to amounts paid or payable to Owner Trust thereunder and all rights to enforce payments); and

(e) all proceeds, rents, issues, profits, products, revenues and other income from or on account of the property, rights and privileges subjected or required to be subjected to the lien of the Indenture.

BUT EXCLUDING from the foregoing all Excluded Property, as such term is defined under the Granting Clause of the Indenture.

The Lease, Lease Supplement No. 1, the Indenture and Indenture Supplement No. 1 shall be effective as of the respective dates thereof.

This memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of the said railroad equipment by Owner Trustee, the leasehold interest therein of the Lessee, the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

BUNGE NORTH AMERICA, INC., as Lessee

By: _____

Name:

John P. Gilsinn

Title:

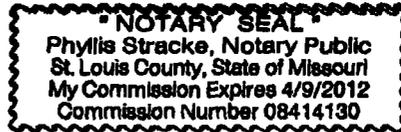
Treasurer

STATE OF Missouri)
) ss.:
COUNTY OF St. Louis)

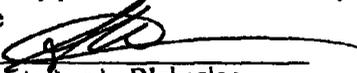
On this 12th day of December, 2008, before me personally appeared John P. Gilsinn, to me personally known, who, by me being duly sworn, says that he/she is Treasurer of BUNGE NORTH AMERICA, INC., and that the foregoing instrument was signed on behalf of said New York corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Phyllis Stracke
Notary Public

My commission expires 4/9/2012



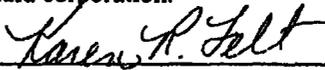
BUNGE STATUTORY TRUST 2008-C, acting
through U.S. BANK TRUST NATIONAL
ASSOCIATION, not in its individual capacity,
except as expressly provided herein, but solely as
Owner Trustee

By: 

Name: Arthur L. Blakeslee
Title: Vice President

STATE OF Connecticut)
) ss.:
COUNTY OF Hartford)

On this ___ day of December, 2008, before me personally appeared Arthur L. Blakeslee, to me personally known, who, by me being duly sworn, says that he/she is Vice President of U.S. BANK TRUST NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said national association 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.



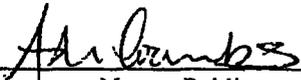
Notary Public

My commission expires

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

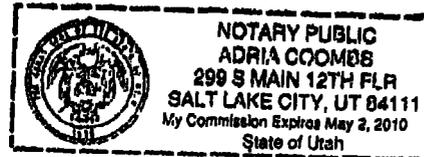
STATE OF Utah)
) ss.:
COUNTY OF Salt Lake)

On this ____ day of December, 2008, before me personally appeared Val T. Orton, to me personally known, who, by me being duly sworn, says that he/she is Vice President of Wells Fargo Bank Northwest, N.A., and that the foregoing instrument was signed on behalf of said national association 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.



Notary Public

My commission expires



**Schedule A to
Memorandum of Lease and Indenture**

DESCRIPTION OF ITEMS OF EQUIPMENT

Description	Quantity	Car Numbers
5400 cf, 112 ton, gravity discharge covered hopper railcars	147	BNGX 30250; BNGX 30287; BNGX 30290 – BNGX 30291, inclusive; BNGX 30295; BNGX 30480; BNGX 30489; BNGX 30495; BNGX 30501 – BNGX 30502, inclusive; BNGX 30507 – BNGX 30508, inclusive; BNGX 30512; BNGX 30518; BNGX 30526 – BNGX 30531, inclusive; BNGX 30534; BNGX 30536 – BNGX 30541, inclusive; BNGX 30543 – BNGX 30552, inclusive; BNGX 30557 – BNGX 30558, inclusive; BNGX 30563; BNGX 30568 – BNGX 30571, inclusive; BNGX 30576 – BNGX 30581, inclusive; BNGX 30583 - BNGX 30586, inclusive; BNGX 30588 – BNGX 30680, 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: 12/12/08



Robert W. Alvord