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

OF COUNSEL  
URBAN A. LESTER

June 10, 2009

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

RECORDATION NO. 25820-J  
FILED

JUN 10 '09 -3 00 PM

SURFACE TRANSPORTATION BOARD

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 Amendment to Credit Agreement and Security Agreement, dated as of June 10, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Credit Agreement and Security Agreement previously filed with the Board under Recordation Number 25820-B.

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

Administrative  
Agent:

Bank of America, N.A.  
800 Fifth Avenue, Floor 32  
Seattle, WA 98104

New  
Subsidiary  
Guarantor:

Gunderson Specialty Products, LLC  
One Centerpointe Drive  
Lake Oswego, Oregon 97035

Anne K. Quinlan, Esquire  
June 10, 2009  
Page 2

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

There is no new or additional equipment associated with this filing.

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

Memorandum of Amendment to Credit Agreement 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,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

JUN 10 '09 -3 0 0 PM

MEMORANDUM OF AMENDMENT TO CREDIT AGREEMENT AND SECURITY AGREEMENT  
SURFACE TRANSPORTATION BOARD

This Memorandum of Amendment to Credit Agreement and Security Agreement is made and entered into as of June 10, 2009, by and between GUNDERSON SPECIALTY PRODUCTS, LLC (the "New Subsidiary Guarantor") and BANK OF AMERICA, N.A., as agent (in such capacity, the "Administrative Agent") for the lenders party to the Credit Agreement (the "Lenders"), respecting (i) that certain Amended and Restated Credit Agreement dated as of November 7, 2006 (the "Credit Agreement") among the Borrower, the Administrative Agent and the Lenders and (ii) that certain Amended and Restated Security Agreement dated as of November 7, 2006 (the "U.S. Security Agreement") among the Subsidiary Guarantors, each as "Debtor," and the Administrative Agent.

1. The terms defined in (i) the Credit Agreement and (ii) U.S. Security Agreement, and not otherwise defined herein have, as used herein, the respective meanings provided for in the Credit Agreement and the U.S. Security Agreement.

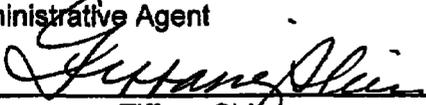
2. Pursuant to the U.S. Security Agreement, Subsidiary Guarantors granted to the Administrative Agent, for the benefit of itself and the Lenders, a first priority security interest in all locomotives, railcars and other rolling stock of the Subsidiary Guarantors whether now owned or hereafter acquired, effective as of the date hereof and subject to the terms of the Credit Agreement and the U.S. Security Agreement; provided, however, that any buyer of locomotives, railcars and other rolling stock in the ordinary course of the Debtors' business takes free of the Administrative Agent's security interest.

3. Pursuant to Section 6.14 of the Credit Agreement, the New Subsidiary Guarantor has delivered to the Administrative Agent a Joinder Agreement dated as of the date hereof through which the New Subsidiary Guarantor becomes a party to the U.S Security Agreement and grants to Administrative Agent, for the benefit of itself and the Lenders, a first priority security interest in all locomotives, railcars and other rolling stock, subject to the buyer in ordinary course exception stated above, now owned or hereafter acquired by the New Subsidiary Guarantor.

4. This document may be signed in any number of counterparts, each of which shall be an original and all of which shall be a part of this Memorandum of Amendment to Credit Agreement and Security Agreement.

IN WITNESS WHEREOF, each of parties hereto, pursuant to due authority, has caused this Memorandum of Amendment to Credit Agreement and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

**BANK OF AMERICA, N.A., as  
Administrative Agent**

By   
Name: Tiffany Shih  
Title: Assistant Vice President

**GUNDERSON SPECIALTY  
PRODUCTS, LLC, as a Subsidiary  
Guarantor**

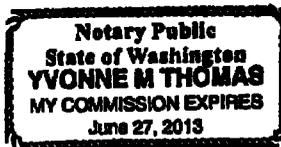
By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

SS:

On this 8<sup>TH</sup> of June, 2009, before me personally appeared TIFFANY SHIN, to me personally known, who being duly sworn, stated that he/she is ASSISTANT VICE PRESIDENT of BANK OF AMERICA, N.A., that said instrument was signed on behalf of said banking 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.

Yvonne M. Thomas  
Notary Public  
YVONNE M. THOMAS  
My Commission Expires 6/27/2013



IN WITNESS WHEREOF, each of parties hereto, pursuant to due authority, has caused this Memorandum of Amendment to Credit Agreement and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

**BANK OF AMERICA, N.A., as  
Administrative Agent**

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

**GUNDERSON SPECIALTY  
PRODUCTS, LLC, as a Subsidiary  
Guarantor**

By  \_\_\_\_\_  
Name: Mark J. Pittelbaum  
Title: EVP of Gunderson LLC, its  
Sole Member

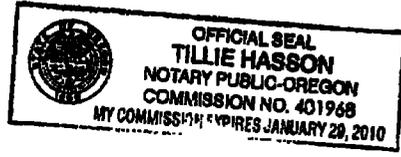
STATE OF Oregon )  
COUNTY OF Multnomah )

SS:

On this 9<sup>th</sup> of June, 2009, before me personally appeared Mark J. Ritterbaum, to me personally known, who being duly sworn, stated that he/she is EVP of Gundersen LLC sole member of GUNDERSON SPECIALTY PRODUCTS, LLC, that said instrument was signed on behalf of said company by authority of its member, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Tillie Hasson  
Notary Public

My Commission Expires 1-29-10



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:

6/10/09



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