



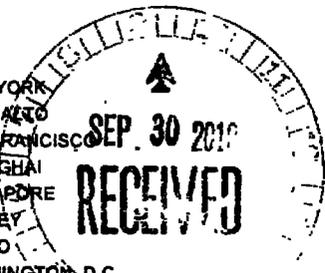
SIDLEY AUSTIN LLP
787 SEVENTH AVENUE
NEW YORK, NY 10019
(212) 839 5300
(212) 839 5599 FAX

cwork@sidley.com
(212) 839-5309

BEIJING
BRUSSELS
CHICAGO
DALLAS
FRANKFURT
GENEVA
HONG KONG
LONDON
LOS ANGELES

FOUNDED 1866

NEW YORK
PALO ALTO
SAN FRANCISCO
SHANGHAI
SINGAPORE
SYDNEY
TOKYO
WASHINGTON, D.C.



September 29, 2010

RECORDATION NO. 23659-K FILED

SEP 30 '10 -2 44 PM

SURFACE TRANSPORTATION BOARD

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Re: RAIL-2001-FNBC

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 are two (2) copies of a Memorandum of Amendment to Memorandum of Loan and Security Agreement (RAIL-2001-FNBC), dated September 29, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Loan and Security Agreement previously filed with the Board under Recordation Number 23659-A.

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

Trustee: 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
225 Asylum Street, 23rd Floor
Hartford, Connecticut 06103

Lender: AIG-FP Funding (Cayman) Limited
c/o Maples and Calder
P.O. Box 309
Ugland House
South Church Street
Georgetown, Grand Cayman
Cayman Islands KY1-1104

Chief, Section of Administration
September 29, 2010
Page 2

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

7 railcars RELEASED: RACX 51646, RACX 51688, CHTT 200510, NS 292783, DEEX 11384 (remarked from GEAX 11384), DEEX 11584 (remarked from GEAX 11584) and DEEX 11587 (remarked from GEAX 11587)

and

4 railcars ADDED: NATX 160303, NATX 310261, NATX 310262 and NATX 310263.

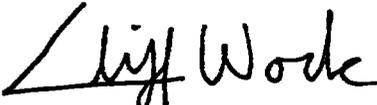
A short summary of the document to appear in the index follows:

Amendment to Memorandum of Loan 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.

Sincerely yours,


Clifford M. Work

Enclosures

SEP 30 '10 -2 44 PM

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

This Memorandum of Amendment to Memorandum of Loan and Security Agreement with Recordation Number 23659-A, and which was filed with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on September 19, 2001, is made and entered into as of September 29, 2010, by and 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 (hereinafter "Trustee"), and AIG-FP FUNDING (CAYMAN) LIMITED (hereinafter "Lender") respecting the Loan and Security Agreement Supplement (RAIL-2001-FNBC), dated September 29, 2010, which supplemented the Loan and Security Agreement (RAIL-2001-FNBC), dated as of September 12, 2001 (hereinafter, the "Loan Agreement") between Trustee and Lender.

Pursuant to the provisions of the Loan Agreement, Trustee and Lender hereby affirm and acknowledge that:

1. For good and valuable consideration, (a) Trustee has agreed to grant Lender a first priority security interest in the Replacement Items of Equipment described in Schedule A attached hereto and (b) Lender has agreed to release its security interest in the Items of Equipment described in Schedule B hereto and such discharged Items of Equipment are no longer deemed Items of Equipment for any purpose, subject to the terms defined in the Loan Agreement.

2. Lender and Trustee further acknowledge and affirm that this Memorandum of Amendment to Memorandum of Loan and Security Agreement is not a summary of the Loan Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Lender and Trustee hereby agree that in the event of a conflict between this Memorandum of Amendment to Memorandum of Loan and Security Agreement and the provisions of the Loan Agreement, the relevant provisions of the Loan Agreement shall control.

3. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301.

4. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act.

[Remainder of Page Intentionally Left Blank]

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

TRUSTEE:

**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: 

Name: Susan C. Merker

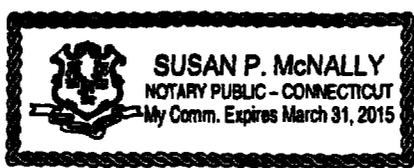
Title: Vice President

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) SS:

On the 1st of September, 2010, before me personally appeared Susan C. Merker, to me personally known, who being duly sworn, that she/he is Vice President of U.S. Bank National Association, that said instrument was signed on behalf of said national banking association by authority of its Bylaws, and she/he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public *Susan P. McNally*

My Commission expires:



LENDER:

AIG-FP FUNDING (CAYMAN) LIMITED

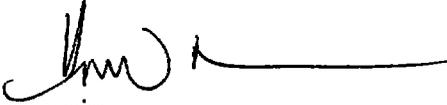
By:  _____

Name: **CHRISTIAN TOFT**
AUTHORIZED SIGNATORY _____

Title: _____

STATE OF CONNECTICUT)
) ss: *Wilton*
COUNTY OF FAIRFIELD)

On the 8th of September, 2010, before me personally appeared Christian Toft, to me personally known, who being duly sworn, that she/he is Authorized Signatory of AIG-FP Funding (Cayman) Limited, that said instrument was signed on behalf of said corporation by authority of its board of directors, and she/he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public 
My Commission expires:

Amie Meleshkewich
NOTARY PUBLIC
State of Connecticut
My Commission Expires 11/30/2013

Schedule A

REPLACEMENT ITEMS OF EQUIPMENT

<u>Car Mark</u>	<u>Car Type</u>	<u>Built Date</u>
NATX 160303	TANK	2010
NATX 310261	TANK	2010
NATX 310262	TANK	2010
NATX 310263	TANK	2010

Schedule B

ITEMS OF EQUIPMENT TO BE REPLACED

<u>Car Mark</u>	<u>Car Type</u>	<u>Built Date</u>
RACX 51646	TANK	1996
RACX 51688	TANK	1996
CHTT 200510	HOPPER	1996
NS 292783	HOPPER	1996
DEEX 11384 (remarked from GEAX 11384)	COAL	1996
DEEX 11584 (remarked from GEAX 11584)	COAL	1996
DEEX 11587 (remarked from GEAX 11587)	COAL	1996