

RECORDATION NO. 29579-C FILED

MAR 17 '10 -10 30 AM

**SURFACE TRANSPORTATION BOARD**

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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WASHINGTON, D.C.  
20036

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March 17, 2011

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

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment to the Memorandum of Security Agreement (US), dated as of March 17, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Supplement No. 2 (US) being filed with the Board under Recordation Number 29579-B.

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

Secured Party: Mizuho Corporate Bank (USA)  
1251 Avenue of the Americas  
New York, New York 10020

Debtor: MHC B (USA) Leasing & Finance Corporation  
c/o Mizuho Corporate Bank (USA)  
1251 Avenue of the Americas  
New York, New York 10020

Chief, Section of Administration  
March 17, 2011  
Page 2

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

217 railcars:

DOWX 049080 – DOWX 049098 (inclusive)  
DOWX 073835  
DOWX 073843 – DOWX 073917 (except DOWX 073847 and  
DOWX 073916)  
DOWX 073969 – DOWX 074062  
DOWX 074067 – DOWX 074077  
DOWX 074080  
DOWX 074315 – DOWX 074332

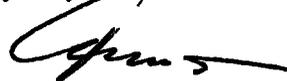
A short summary of the document to appear in the index is:

Amendment to the Memorandum of Security Agreement (US).

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/bhs  
Enclosures

MAR 17 '10 -10 30 AM

## SURFACE TRANSPORTATION BOARD

EXECUTION VERSION

## Amendment to the Memorandum of Security Agreement (US)

AMENDMENT TO THE MEMORANDUM OF SECURITY AGREEMENT, dated as of March 17, 2011, between MHC B (USA) LEASING & FINANCE CORPORATION, as lessor (together with its successors and assigns, "Debtor"), having an address at 1251 Avenue of the Americas, New York, NY 10020, and MIZUHO CORPORATE BANK (USA), a New York chartered bank having its principal place of business at 1251 Avenue of the Americas, New York, NY 10020, as collateral agent (together with its successors and assigns "Collateral Agent") for the Participants party to the Participation Agreement defined below (together with their successors and assigns, "Participants"; and collectively with MIZUHO CORPORATE BANK (USA), as administrative agent for Participants ("Administrative Agent"), and Collateral Agent, the "Secured Parties") (Debtor and Collateral Agent hereinafter together referred to as the "Parties").

## KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Parties did enter into that certain Loan Agreement, dated as of December 14, 2010, among the Parties, the Participants and the Administrative Agent (the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Loan Agreement), including Article IX thereof with the heading of "Security" (such Article IX, the "Security Agreement"; and all amendments to the Memorandum of Security Agreement, the "Amendments to the Memorandum of Security Agreement") whereby Debtor has assigned, conveyed, mortgaged, pledged, hypothecated, transferred and set over to Secured Parties, a first priority Lien on and security interest in all of Debtor's right, title and interest now held or hereafter acquired in and to the "Lessor Collateral" defined in the Memorandum of Security Agreement dated as of December 17, 2010 (the "Memorandum of Security Agreement").

WHEREAS, the Debtor has assigned, conveyed, mortgaged, pledged, hypothecated, transferred and set over to Secured Parties, a first priority Lien on and security interest in all of Debtor's right, title and interest now held or hereafter acquired in and to the following (collectively, the "Additional Lessor Collateral").

- (a) the Items of Equipment as listed on Schedule A attached hereto,
- (b) any bill of sale with respect to the Additional Lessor Collateral and all warranties (including, without limitation, warranties of title, merchantability, fitness for a particular purpose, quality and freedom from defects) and rights of recourse against manufacturers, assemblers, sellers and others in connection with the Items of Equipment,
- (c) all Rent and Supplemental Payments payable under the Participation Agreement and the Lease Agreement and all other sums payable thereunder with respect to the Additional Lessor Collateral; and
- (d) all proceeds of the Additional Lessor Collateral including, without limitation, all rentals, income and profits in respect of the Items of Equipment, whether under the Lease Agreement or otherwise, all credits granted by any manufacturer or

**EXECUTION VERSION**

vendor with respect to the return of any Item of Equipment and the proceeds of any insurance payable with respect to the Items of Equipment.

WHEREAS, the Parties, as of December 17, 2010, placed of record the existence of the Security Agreement by filing the Memorandum of Security Agreement in the public files maintained by the Surface Transportation Board under the provisions of Title 49 of the United States Code.

WHEREAS, the Parties find it desirable to place of record the existence of this Amendment to the Memorandum of Security Agreement in the public files maintained by the Surface Transportation Board under the provisions of Title 49 of the United States Code.

NOW THEREFORE, this Amendment to the Memorandum of Security Agreement is entered into by the Parties for the purpose of placing of record the applicability of the aforesaid Security Agreement to the above described Additional Lessor Collateral

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have each caused this Amendment to the Memorandum of Security Agreement to be duly executed by their duly authorized respective officers as of the day and year first above written.

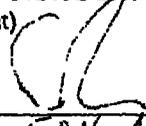
MHCB (USA) LEASING & FINANCE CORPORATION, as lessor  
(Debtor)

By



Name: VICTOR MORA  
Title: VICE PRESIDENT

MIZUHO CORPORATE BANK (USA)  
(Collateral Agent)

By: 

Name.  
Title

LEON MO  
SENIOR VICE PRESIDENT

NYDOCS02/925661

*Amendment to the Memorandum of Security Agreement (US)  
Synthetic Lease - March 2011 Funding*

Signature Page

STATE OF NEW YORK     )  
  ) SS  
COUNTY OF NEW YORK    )

On this 14<sup>th</sup> day of March, 2011, before me personally appeared in the City of New York, State of New York, VICTOR MORA, to me personally known, who being by me duly sworn, says that he is the ~~VIC~~ VICE PRESIDENT of MHC B (USA) LEASING & FINANCE CORPORATION, that the foregoing instrument was signed and sealed on behalf of said corporation and, as attorney-in-fact on behalf of said corporation by authority of said corporation's Board of Directors, and He acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires. 10/24/14

ROSE BELLANTUONO  
Notary Public, State of New York  
No. 01BE5034999  
Qualified in Richmond County  
Commission Expires Oct. 24, 2014



Schedule A

NO.	CAR TYPE	CARMARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
1	TANK	DOWX049080	ARI	1101	\$224,899.00
2	TANK	DOWX049081	ARI	1101	\$224,899.00
3	TANK	DOWX049082	ARI	1101	\$224,899.00
4	TANK	DOWX049083	ARI	1101	\$224,899.00
5	TANK	DOWX049084	ARI	1101	\$224,899.00
6	TANK	DOWX049085	ARI	1101	\$224,899.00
7	TANK	DOWX049086	ARI	1101	\$224,899.00
8	TANK	DOWX049087	ARI	1101	\$224,899.00
9	TANK	DOWX049088	ARI	1101	\$224,899.00
10	TANK	DOWX049089	ARI	1101	\$224,899.00
11	TANK	DOWX049090	ARI	1101	\$224,899.00
12	TANK	DOWX049091	ARI	1101	\$224,899.00
13	TANK	DOWX049092	ARI	1101	\$224,899.00
14	TANK	DOWX049093	ARI	1101	\$224,899.00
15	TANK	DOWX049094	ARI	1101	\$224,899.00
16	TANK	DOWX049095	ARI	1101	\$224,899.00
17	TANK	DOWX049096	ARI	1101	\$224,899.00
18	TANK	DOWX049097	ARI	1101	\$224,899.00
19	TANK	DOWX049098	ARI	1101	\$224,899.00
20	TANK	DOWX073835	TRTY	1009	\$104,548.00
21	TANK	DOWX073843	TRTY	1009	\$102,228.00
22	TANK	DOWX073844	TRTY	1009	\$102,228.00
23	TANK	DOWX073845	TRTY	1009	\$102,228.00
24	TANK	DOWX073846	TRTY	1009	\$102,228.00
25	TANK	DOWX073848	TRTY	1009	\$104,459.00
26	TANK	DOWX073849	TRTY	1011	\$94,788.00
27	TANK	DOWX073850	TRTY	1011	\$94,788.00
28	TANK	DOWX073851	TRTY	1011	\$94,788.00
29	TANK	DOWX073852	TRTY	1011	\$94,788.00
30	TANK	DOWX073853	TRTY	1011	\$94,788.00
31	TANK	DOWX073854	TRTY	1011	\$94,788.00
32	TANK	DOWX073855	TRTY	1011	\$94,962.00
33	TANK	DOWX073856	TRTY	1011	\$94,788.00
34	TANK	DOWX073857	TRTY	1011	\$94,788.00
35	TANK	DOWX073858	TRTY	1011	\$94,788.00
36	TANK	DOWX073859	TRTY	1101	\$94,788.00
37	TANK	DOWX073860	TRTY	1011	\$94,788.00
38	TANK	DOWX073861	TRTY	1011	\$94,788.00
39	TANK	DOWX073862	TRTY	1011	\$94,788.00
40	TANK	DOWX073863	TRTY	1011	\$94,788.00
41	TANK	DOWX073864	TRTY	1011	\$94,788.00
42	TANK	DOWX073865	TRTY	1011	\$94,788.00
43	TANK	DOWX073866	TRTY	1011	\$94,788.00
44	TANK	DOWX073867	TRTY	1011	\$94,788.00

Schedule A

NO	CAR TYPE	CARMARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
45	TANK	DOWX073868	TRTY	1011	\$94,788 00
46	TANK	DOWX073869	TRTY	1101	\$94,788 00
47	TANK	DOWX073870	TRTY	1101	\$94,788 00
48	TANK	DOWX073871	TRTY	1101	\$94,788 00
49	TANK	DOWX073872	TRTY	1101	\$94,788.00
50	TANK	DOWX073873	TRTY	1101	\$94,788.00
51	TANK	DOWX073874	TRTY	1101	\$94,788 00
52	TANK	DOWX073875	TRTY	1101	\$94,788 00
53	TANK	DOWX073876	TRTY	1101	\$94,788.00
54	TANK	DOWX073877	TRTY	1101	\$94,788.00
55	TANK	DOWX073878	TRTY	1101	\$94,788 00
56	TANK	DOWX073879	TRTY	1101	\$94,788.00
57	TANK	DOWX073880	TRTY	1101	\$94,788 00
58	TANK	DOWX073881	TRTY	1101	\$94,788 00
59	TANK	DOWX073882	TRTY	1101	\$94,788.00
60	TANK	DOWX073883	TRTY	1101	\$94,788 00
61	TANK	DOWX073884	TRTY	1101	\$94,788.00
62	TANK	DOWX073885	TRTY	1101	\$94,788.00
63	TANK	DOWX073886	TRTY	1101	\$94,788 00
64	TANK	DOWX073887	TRTY	1101	\$94,788.00
65	TANK	DOWX073888	TRTY	1101	\$94,788 00
66	TANK	DOWX073889	TRTY	1101	\$94,788 00
67	TANK	DOWX073890	TRTY	1101	\$94,788 00
68	TANK	DOWX073891	TRTY	1101	\$94,788.00
69	TANK	DOWX073892	TRTY	1101	\$94,788 00
70	TANK	DOWX073893	TRTY	1101	\$94,788 00
71	TANK	DOWX073894	TRTY	1101	\$94,788.00
72	TANK	DOWX073895	TRTY	1101	\$94,788 00
73	TANK	DOWX073896	TRTY	1101	\$94,788 00
74	TANK	DOWX073897	TRTY	1101	\$94,788.00
75	TANK	DOWX073898	TRTY	1101	\$94,788 00
76	TANK	DOWX073899	TRTY	1101	\$94,788 00
77	TANK	DOWX073900	TRTY	1101	\$94,788 00
78	TANK	DOWX073901	TRTY	1101	\$94,788 00
79	TANK	DOWX073902	TRTY	1011	\$94,788 00
80	TANK	DOWX073903	TRTY	1101	\$94,788 00
81	TANK	DOWX073904	TRTY	1101	\$94,788 00
82	TANK	DOWX073905	TRTY	1101	\$94,788.00
83	TANK	DOWX073906	TRTY	1101	\$94,788.00
84	TANK	DOWX073907	TRTY	1102	\$94,788.00
85	TANK	DOWX073908	TRTY	1102	\$94,788 00
86	TANK	DOWX073909	TRTY	1102	\$94,788 00
87	TANK	DOWX073910	TRTY	1102	\$94,788.00
88	TANK	DOWX073911	TRTY	1101	\$94,788 00

Schedule A

NO.	CAR TYPE	CARMARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
89	TANK	DOWX073912	TRTY	1102	\$94,788.00
90	TANK	DOWX073913	TRTY	1102	\$94,788.00
91	TANK	DOWX073914	TRTY	1102	\$94,788.00
92	TANK	DOWX073915	TRTY	1102	\$94,788.00
93	TANK	DOWX073917	TRTY	1102	\$94,788.00
94	TANK	DOWX073969	TRTY	1011	\$95,085.00
95	TANK	DOWX073970	TRTY	1011	\$95,085.00
96	TANK	DOWX073971	TRTY	1011	\$95,085.00
97	TANK	DOWX073972	TRTY	1011	\$94,788.00
98	TANK	DOWX073973	TRTY	1011	\$94,788.00
99	TANK	DOWX073974	TRTY	1011	\$94,788.00
100	TANK	DOWX073975	TRTY	1011	\$94,788.00
101	TANK	DOWX073976	TRTY	1011	\$94,788.00
102	TANK	DOWX073977	TRTY	1011	\$94,788.00
103	TANK	DOWX073978	TRTY	1011	\$94,788.00
104	TANK	DOWX073979	TRTY	1011	\$99,696.00
105	TANK	DOWX073980	UTC	1012	\$95,056.00
106	TANK	DOWX073981	UTC	1012	\$95,056.00
107	TANK	DOWX073982	UTC	1012	\$95,056.00
108	TANK	DOWX073983	UTC	1012	\$95,056.00
109	TANK	DOWX073984	UTC	1011	\$95,056.00
110	TANK	DOWX073985	UTC	1012	\$95,056.00
111	TANK	DOWX073986	UTC	1012	\$95,056.00
112	TANK	DOWX073987	UTC	1012	\$95,056.00
113	TANK	DOWX073988	UTC	1012	\$95,056.00
114	TANK	DOWX073989	UTC	1012	\$95,056.00
115	TANK	DOWX073990	UTC	1012	\$95,056.00
116	TANK	DOWX073991	UTC	1012	\$95,056.00
117	TANK	DOWX073992	UTC	1012	\$95,056.00
118	TANK	DOWX073993	UTC	1012	\$95,056.00
119	TANK	DOWX073994	UTC	1012	\$95,056.00
120	TANK	DOWX073995	UTC	1012	\$95,056.00
121	TANK	DOWX073996	UTC	1012	\$95,056.00
122	TANK	DOWX073997	UTC	1012	\$95,056.00
123	TANK	DOWX073998	UTC	1012	\$95,056.00
124	TANK	DOWX073999	UTC	1012	\$95,056.00
125	TANK	DOWX074000	UTC	1012	\$95,056.00
126	TANK	DOWX074001	UTC	1012	\$95,056.00
127	TANK	DOWX074002	UTC	1012	\$95,056.00
128	TANK	DOWX074003	UTC	1012	\$95,056.00
129	TANK	DOWX074004	UTC	1012	\$95,056.00
130	TANK	DOWX074005	UTC	1012	\$95,056.00
131	TANK	DOWX074006	UTC	1012	\$95,056.00
132	TANK	DOWX074007	UTC	1012	\$95,056.00

Synthetic Lease  
March 2011 Funding

Schedule A

NO.	CAR TYPE	CARMARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
133	TANK	DOWX074008	UTC	1012	\$95,056.00
134	TANK	DOWX074009	UTC	1012	\$95,056.00
135	TANK	DOWX074010	UTC	1012	\$95,056.00
136	TANK	DOWX074011	UTC	1012	\$95,056.00
137	TANK	DOWX074012	UTC	1012	\$95,056.00
138	TANK	DOWX074013	UTC	1012	\$95,056.00
139	TANK	DOWX074014	UTC	1012	\$95,056.00
140	TANK	DOWX074015	UTC	1012	\$95,056.00
141	TANK	DOWX074016	UTC	1012	\$95,056.00
142	TANK	DOWX074017	UTC	1012	\$95,056.00
143	TANK	DOWX074018	UTC	1012	\$95,056.00
144	TANK	DOWX074019	UTC	1012	\$95,056.00
145	TANK	DOWX074020	UTC	1012	\$95,056.00
146	TANK	DOWX074021	UTC	1012	\$95,056.00
147	TANK	DOWX074022	UTC	1101	\$95,056.00
148	TANK	DOWX074023	UTC	1101	\$95,056.00
149	TANK	DOWX074024	UTC	1101	\$95,056.00
150	TANK	DOWX074025	UTC	1101	\$95,056.00
151	TANK	DOWX074026	UTC	1101	\$95,056.00
152	TANK	DOWX074027	UTC	1101	\$95,056.00
153	TANK	DOWX074028	UTC	1101	\$95,056.00
154	TANK	DOWX074029	UTC	1101	\$95,056.00
155	TANK	DOWX074030	UTC	1101	\$95,056.00
156	TANK	DOWX074031	UTC	1101	\$95,056.00
157	TANK	DOWX074032	UTC	1101	\$95,056.00
158	TANK	DOWX074033	UTC	1101	\$95,056.00
159	TANK	DOWX074034	UTC	1101	\$95,056.00
160	TANK	DOWX074035	UTC	1101	\$95,056.00
161	TANK	DOWX074036	UTC	1101	\$95,056.00
162	TANK	DOWX074037	UTC	1101	\$95,056.00
163	TANK	DOWX074038	UTC	1101	\$95,056.00
164	TANK	DOWX074039	UTC	1101	\$95,056.00
165	TANK	DOWX074040	UTC	1101	\$95,056.00
166	TANK	DOWX074041	UTC	1101	\$95,056.00
167	TANK	DOWX074042	UTC	1101	\$95,056.00
168	TANK	DOWX074043	UTC	1101	\$95,056.00
169	TANK	DOWX074044	UTC	1102	\$95,056.00
170	TANK	DOWX074045	UTC	1101	\$95,056.00
171	TANK	DOWX074046	UTC	1101	\$95,056.00
172	TANK	DOWX074047	UTC	1101	\$95,056.00
173	TANK	DOWX074048	UTC	1102	\$95,056.00
174	TANK	DOWX074049	UTC	1102	\$95,056.00
175	TANK	DOWX074050	UTC	1101	\$95,056.00
176	TANK	DOWX074051	UTC	1101	\$95,056.00

Synthetic Lease  
March 2011 Funding

Schedule A

NO.	CAR TYPE	CARMARK	BUILT BY	BUILD DATE	FINAL ACQUISITION COST
177	TANK	DOWX074052	UTC	1102	\$95,056.00
178	TANK	DOWX074053	UTC	1102	\$95,056.00
179	TANK	DOWX074054	UTC	1102	\$95,056.00
180	TANK	DOWX074055	UTC	1102	\$95,056.00
181	TANK	DOWX074056	UTC	1102	\$95,056.00
182	TANK	DOWX074057	UTC	1102	\$95,056.00
183	TANK	DOWX074058	UTC	1012	\$95,056.00
184	TANK	DOWX074059	UTC	1102	\$95,056.00
185	TANK	DOWX074060	UTC	1102	\$95,056.00
186	TANK	DOWX074061	UTC	1102	\$95,056.00
187	TANK	DOWX074062	UTC	1102	\$95,056.00
188	TANK	DOWX074067	UTC	1101	\$96,196.00
189	TANK	DOWX074068	UTC	1101	\$96,196.00
190	TANK	DOWX074069	UTC	1101	\$96,196.00
191	TANK	DOWX074070	UTC	1101	\$96,196.00
192	TANK	DOWX074071	UTC	1101	\$96,196.00
193	TANK	DOWX074072	UTC	1101	\$96,196.00
194	TANK	DOWX074073	UTC	1101	\$96,196.00
195	TANK	DOWX074074	UTC	1101	\$96,196.00
196	TANK	DOWX074075	UTC	1101	\$96,196.00
197	TANK	DOWX074076	UTC	1101	\$96,196.00
198	TANK	DOWX074077	UTC	1101	\$96,196.00
199	TANK	DOWX074080	UTC	1101	\$96,196.00
200	TANK	DOWX074315	ARI	1012	\$107,856.00
201	TANK	DOWX074316	ARI	1012	\$107,856.00
202	TANK	DOWX074317	ARI	1012	\$107,856.00
203	TANK	DOWX074318	ARI	1012	\$107,856.00
204	TANK	DOWX074319	ARI	1012	\$107,856.00
205	TANK	DOWX074320	ARI	1012	\$107,856.00
206	TANK	DOWX074321	ARI	1012	\$107,856.00
207	TANK	DOWX074322	ARI	1012	\$107,856.00
208	TANK	DOWX074323	ARI	1012	\$107,856.00
209	TANK	DOWX074324	ARI	1012	\$107,856.00
210	TANK	DOWX074325	ARI	1012	\$107,856.00
211	TANK	DOWX074326	ARI	1012	\$107,856.00
212	TANK	DOWX074327	ARI	1012	\$107,856.00
213	TANK	DOWX074328	ARI	1012	\$107,856.00
214	TANK	DOWX074329	ARI	1012	\$107,856.00
215	TANK	DOWX074330	ARI	1012	\$107,856.00
216	TANK	DOWX074331	ARI	1012	\$107,856.00
217	TANK	DOWX074332	ARI	1012	\$107,856.00

**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: 3/17/11



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