

#15
NEW NUMBER

LAW OFFICES

ALVORD AND ALVORD

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

ROBERT W ALVORD*
CHARLES T KAPPLER
JOHN H DOYLE*
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* ALSO ADMITTED IN NEW YORK
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16646

RECORDATION NO FILED 1425

DEC 7 1989 - 12 50 PM
December 5, 1989

INTERSTATE COMMERCE COMMISSION

9-341A036

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) original copies and two (2) photocopies of a Memorandum of Loading Agreement dated September 29, 1989, a primary document as defined in the Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

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

Lessor: Greenbrier Leasing Corporation
One Centerpointe Drive,
Suite 200
Lake Oswego, OR 97035

Lessee: MidSouth Rail Corporation
111 East Capitol
Jackson, MS 39215

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

Twenty-five (25) 60-foot 100-ton bulkhead flatcars bearing marks and numbers WCRC 1025 through WCRC 1049, both inclusive.

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed document not needed for your files to Charles T. Kappler, Esq. Alvord and

C. T. Kappler
[Signature]

Ms. Noreta R. McGee
December 5, 1989
Page 2

Alvord, 918 Sixteenth Street, N.W., Suite 200, Washington, D.C.
20006.

A short summary of the enclosed primary document to appear in
the Commission's Index is:

Memorandum of Loading Agreement dated as of
September 29, 1989 between Greenbrier Leasing
Corporation, Lessor, and MidSouth Rail
Corporation, Lessee, covering 25 bulkhead
flatcars marked and numbered WCRC 1025 - WCRC
1049, both inclusive.

Very truly yours,


Charles T. Kappler

CTK/skh
Enclosures

16646

RECORDATION NO _____ FILED 1425

DEC 7 1989 -12 50 PM

INTERSTATE COMMERCE COMMISSION

MEMORANDUM OF LOADING AGREEMENT
BETWEEN
GREENBRIER LEASING CORPORATION ("LESSOR")
AND
MIDSOUTH CORPORATION ("LESSEE")

SEPTEMBER 29, 1989

Memorandum of a Loading Agreement made and entered into as of September 29, 1989 by and between Greenbrier Leasing Corporation, a Delaware corporation, ("Lessor") and MidSouth Corporation, a Delaware corporation ("Lessee").

W I T N E S S E T H:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor twenty-five (25) 60-foot, 100-ton bulkhead flatcars bearing marks and numbers as follows:

WCRC 1025 through WCRC 1049, inclusive.

2. The Loading Agreement shall be effective as of the date first set forth hereinabove and shall be subject to the Lease Term, as defined in the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

MIDSOUTH RAIL CORPORATION

By: H. J. Lahn

GREENBRIER LEASING CORPORATION

By: Norris M. Webb, V.P.

STATE OF OREGON)
)
COUNTY OF CLACKAMAS)

On this 27th day of October, 1989, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Vice President of GREENBRIER LEASING CORPORATION that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.


Janet E. Hudson
NOTARY PUBLIC

My commission expires: 5/28/90

STATE OF MISSISSIPPI)
)
COUNTY OF Hinds)

On this 21st day of November 1989, before me personally appeared H I Salmons, to me personally known, who being by me duly sworn, says that he is VP + CTO of MIDSOUTH CORPORATION, that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Donna R May
NOTARY PUBLIC

My commission expires:

My Commission Expires May 9, 1992

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