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WASHINGTON, D.C. 20006-4103  
202-296-8600

RECORDATION NO. **18738**

MAR 21 1994 -2 55 PM

March 18, 1994 INTERSTATE COMMERCE COMMISSION

0100149051

Via Federal Express

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenues  
Washington, D.C. 20423

Attention: Mrs. Mildred Lee, Room 2303

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 48 U.S.C. Section 11303(a) are two original executed copies and two photostatic copies of a Memorandum of Railcar Lease, dated as of February 25, 1994, a primary document as defined in the Commissioner's Rules for the Recordation of Documents. The Memorandum of Lease is with respect to that certain Railcar Equipment Lease between Johnstown America Corporation and ECDC Environmental, L.C. dated as of February 25, 1994.

The names and addresses of the parties to the enclosed Memorandum of Lease are:

Lessor: Johnstown America Corporation  
17 Johns Street  
Johnstown, PA 15901

Lessee: ECDC Environmental, L.C.  
600 South 600 East, Suite 150  
Salt Lake City, Utah 84102

03/18/94  
RHCH27:SLICHTE  
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LICENSING BRANCH

Mr. Sidney L. Strickland, Jr.  
March 18, 1994  
Page 2

A description of the railroad equipment covered by the enclosed document is set forth in the Memorandum of Lease.

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

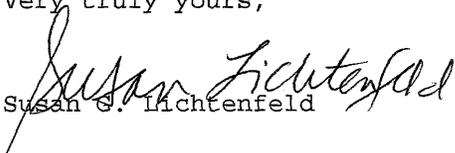
Kindly return both stamped original copies and one stamped photostatic copy of the enclosed document and the stamped photostatic copy of this letter to Susan G. Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Document to be Recorded

Memorandum of Railcar Lease dated as of February 25, 1994 between Johnstown America Corporation, Lessor, and ECDC Environmental, L.C., Lessee, with respect to that certain Railcar Equipment Lease dated as of February 25, 1994, covering 90 new aluminum quad covered hopper railcars.

Very truly yours,

  
Susan G. Lichtenfeld

SGL:cc  
w/encl.

cc: Robert W. Kleinman

**Interstate Commerce Commission**  
Washington, D.C. 20423

3/23/94

OFFICE OF THE SECRETARY

Susan G Lichtenfeld  
Ross & Hardies  
150 North Michigan Avenue  
Chicago, Illinois 60601-7567

Dear Ms. Lichtenfeld:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 3/21/94 at 2:55pm, and assigned  
recording number(s). 18738

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18738 FILED 1425

MAR 21 1994 -2 55 PM

MEMORANDUM OF LEASE AGREEMENT INTERSTATE COMMERCE COMMISSION

This Memorandum of Lease Agreement, dated as of February 25, 1994, is made and entered into by and between Johnstown America Corporation (hereinafter referred to as "Lessor"), and ECDC Environmental, L.C. (hereinafter referred to as "Lessee"), respecting that certain Railroad Equipment Lease Agreement dated as of February 25, 1994 (the "Lease") between Lessor and Lessee, and Rider 1 thereto ("Rider").

Pursuant to the provisions of the Lease and Rider 1, Lessor and Lessee hereby acknowledge and affirm that:

1. For good and valuable consideration, Lessor leases to lessee and Lessee leases from Lessor the aluminum quad hopper railcars described on Schedule A hereto (the "Railcars"). The Railcars bear the railroad reporting marks set fort on Schedule A hereto.

2. The term of the Lease for the Railcars shall commence on February 25, 1994 and shall terminate on February 28, 2009, provided that the Lease may be extended or sooner terminated as provided therein. Pursuant to Rider 1, Lessee is granted certain renewal options and certain purchase options of the Railcars.

3. Lessor and Lessee further acknowledge and affirm that this Memorandum of Lease is not a summary of the Lease or Rider 1, nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that this Memorandum of Lease shall not be used in interpreting the Lease provisions or the provisions of Rider 1, and that, in the event of a conflict between this Memorandum of Lease and the provisions of the Lease or Rider 1, the provisions of the Lease or Rider 1, as the case may be, shall control.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Lease to be duly executed in its corporate name by its officers, thereunto duly authorized, al as of the date first above written and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing

is a true and correct document and was executed and delivered as of the date first above written.

LESSOR:

JOHNSTOWN AMERICA CORPORATION

By: Michael P. Siska, Jr.  
Its: MICHAEL P. SISKAL, JR.

DIRECTOR, MARKETING & SALES ADMINISTRATION

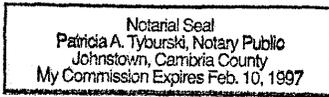
LESSEE:

ECDC ENVIRONMENTAL, L.C.

By: J. J. Gross  
Its: J. J. Gross

STATE OF PENNSYLVANIA )  
COUNTY OF CAMBRIA ) SS.:

On this 11 day of March, 1994, before me personally appeared M. PSISKA JR., to me personally known, who, being by me duly sworn, says that he is DIR. Mkt. Sales Adm. of JOHNSTOWN AMERICA CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



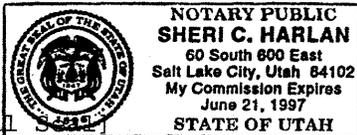
Patricia A. Tyburski  
Notary Public

[Notarial Seal]

My Commission Expires \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS.:

On this 9th day of March, 1994, before me personally appeared J.I. Everest, II, to me personally known, who, being by me duly sworn, says that he is V.P.-Finance of ECDC ENVIRONMENTAL, INC. that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Sheri C. Harlan  
Notary Public

[Notarial Seal]

My Commission Expires 6/21/97

SCHEDULE A

<u>No. of Units</u>	<u>Description</u>	<u>Road/Serial Numbers</u>
90	Aluminum Quad Hopper Railcars	ECXX 94001-ECXX 94090 (both inclusive)