

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60601-7567
312-558-1000

TELECOPIER
312-750-8600

PARK AVENUE TOWER
65 EAST 55TH STREET
NEW YORK, NEW YORK 10022-3219
212-421-5555

580 HOWARD AVENUE
SOMERSET, NEW JERSEY 08873
908-563-2700

888 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4103
202-296-8600

WRITER'S DIRECT LINE
(312) 750-5708

April 18, 1995

VIA FEDERAL EXPRESS

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenues
Washington, D.C. 20423

19362

Attention: Janice Fort, Room 2311

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 48 U.S.C. Section 11303(a) are three original executed copies and one photostatic copy of a Memorandum of Lease Agreement, dated as of December 21, 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 Net Leasing Agreement (the "Lease"), dated as of December 21, 1994 and Rider 1 thereto ("Rider 1"), dated as of December 21, 1994 between Citicorp Railmark, Inc., as Lessor, and The Atchison, Topeka and Santa Fe Railway Company, as Lessee.

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

Lessor: Citicorp Railmark, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528

Lessee: The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173-5860

04/18/95
RHCH27:SLIFVEN
81790-1.LTR

APR 19 10 53 AM '95

Mr. Vernon A. Williams
April 18, 1995
Page 2

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

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

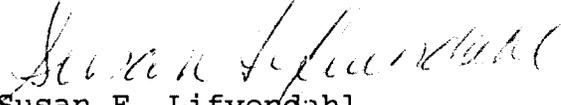
Kindly return two stamped original copies, the stamped photostatic copy of the enclosed document and the stamped photostatic copy of this letter to Susan F. Lifvendahl at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Document to be Recorded

Memorandum of Lease Agreement, dated as of December 21, 1994 between Citicorp Railmark, Inc., as Lessor, and The Atchison, Topeka and Santa Fe Railway Company, as Lessee, with respect to that certain Railcar Net Leasing Agreement, dated as of December 21, 1994 and Rider 1 thereto, dated as of December 21, 1994, covering 399 mechanical refrigerated boxcars.

Very truly yours,


Susan F. Lifvendahl

SFL:ej
w/encl.

cc: Robert W. Kleinman
Susan G. Lichtenfeld

19362

APR 11 1995

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is made and entered into as of December 21, 1994, by and between Citicorp Railmark, Inc., (hereinafter referred to as "Lessor") and The Atchison, Topeka & Santa Fe Railway Company (hereinafter referred to as "Lessee"), respecting that certain Railcar Net Leasing Agreement dated as of December 21, 1994 (the "Lease") and Rider 1 thereto dated as of December 21, 1994 ("Rider 1") between Lessor and Lessee.

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 is leasing to Lessee and Lessee is leasing from Lessor the mechanical refrigerated boxcars described on Schedule A hereto (the "Railcars"). The Railcars bear the railroad reporting marks set forth on Schedule A hereto.

2. The term of the Lease for any Railcar under Rider 1 shall commence on the date such railcar is accepted by Lessee pursuant to an executed Certificate of Acceptance or otherwise loaded, placed into interchange service or accepted pursuant to Rider 1 and shall terminate no later than December 20, 1999, provided that the Lease may be sooner terminated or extended as provided therein.

3. Lessor and Lessee further acknowledge and affirm that this Memorandum of Lease Agreement is not a summary of either the Lease or Rider 1 nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Lease Agreement 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 Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories 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.

CITICORP RAILMARK, INC.

By: Bradford Holley
Name: BRADFORD HOLLEY
Title: VICE PRESIDENT

THE ATCHISON, TOPEKA & SANTA
FE RAILWAY COMPANY

By: R.G. Nelson
Name:
Title:

**R.G. NELSON
VICE PRESIDENT
CARLOAD BUSINESS UNIT**

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

On this 10th day of ~~March~~ ^{April}, 1995, before me personally appeared BRADFORD HOLLEY, to me personally known who, being by me duly sworn, says that he is VICE PRESIDENT of CITICORP RAILMARK, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert R. Goldberg
Notary Public

[Notary Seal]

My Commission Expires

ROBERT R. GOLDBERG
Notary Public, State of New York
No. 4690571
Qualified in Westchester County
Commission Expires November 30, 1995

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 6 day of ~~March~~ ^{APRIL}, 1995, before me personally appeared R.G. NELSON, to me personally known who, being by me duly sworn, says that he is V.P. - CBO of THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

Lois M. Melkowitz
Notary Public

[Notary Seal]

My Commission Expires

OFFICIAL SEAL
LOIS M. MELKOWITZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/24/96

SCHEDULE A

399 Mechanical Refrigerated Boxcars being
Leased to The Atchison, Topeka & Santa Fe
Railroad Company

FGMR 11718	FGMR 11942	FGMR 12043
FGMR 11719	FGMR 11946	FGMR 12044
FGMR 11721	FGMR 11949	FGMR 12045
FGMR 11722	FGMR 11957	FGMR 12046
FGMR 11728	FGMR 11958	FGMR 12049
FGMR 11738	FGMR 11963	FGMR 12051
FGMR 11742	FGMR 11967	FGMR 12053
FGMR 11744	FGMR 11976	FGMR 12054
FGMR 11751	FGMR 11978	FGMR 12055
FGMR 11754	FGMR 11979	FGMR 12058
FGMR 11766	FGMR 11980	FGMR 12062
FGMR 11767	FGMR 11981	FGMR 12064
FGMR 11771	FGMR 11983	FGMR 12065
FGMR 11774	FGMR 11984	FGMR 12066
FGMR 11781	FGMR 11985	FGMR 12067
FGMR 11784	FGMR 11986	FGMR 12068
FGMR 11788	FGMR 11987	FGMR 12070
FGMR 11791	FGMR 11988	FGMR 12072
FGMR 11795	FGMR 11989	FGMR 12075
FGMR 11797	FGMR 11990	FGMR 12077
FGMR 11798	FGMR 11991	FGMR 12078
FGMR 11800	FGMR 11992	FGMR 12079
FGMR 11806	FGMR 11993	FGMR 12081
FGMR 11809	FGMR 11997	FGMR 12082
FGMR 11812	FGMR 11999	FGMR 12085
FGMR 11818	FGMR 12001	FGMR 12086
FGMR 11829	FGMR 12002	FGMR 12087
FGMR 11830	FGMR 12003	FGMR 12088
FGMR 11834	FGMR 12005	FGMR 12089
FGMR 11835	FGMR 12006	FGMR 12090
FGMR 11836	FGMR 12007	FGMR 12093
FGMR 11842	FGMR 12008	FGMR 12098
FGMR 11846	FGMR 12009	FGMR 12100
FGMR 11851	FGMR 12012	FGMR 12101
FGMR 11852	FGMR 12013	FGMR 12102
FGMR 11861	FGMR 12015	FGMR 12104
FGMR 11865	FGMR 12017	FGMR 12105
FGMR 11866	FGMR 12018	FGMR 12109
FGMR 11872	FGMR 12019	FGMR 12112
FGMR 11873	FGMR 12020	FGMR 12113
FGMR 11875	FGMR 12021	FGMR 12114
FGMR 11884	FGMR 12022	FGMR 12116
FGMR 11890	FGMR 12025	FGMR 12118
FGMR 11894	FGMR 12026	FGMR 12119
FGMR 11897	FGMR 12028	FGMR 12120
FGMR 11900	FGMR 12030	FGMR 12121
FGMR 11913	FGMR 12031	FGMR 12122
FGMR 11915	FGMR 12036	FGMR 12125
FGMR 11916	FGMR 12037	FGMR 12127
FGMR 11918	FGMR 12038	FGMR 12130
FGMR 11919	FGMR 12040	FGMR 12132
FGMR 11939	FGMR 12041	FGMR 12133

FGMR 12134
FGMR 12135
FGMR 12136
FGMR 12138
FGMR 12139
FGMR 12141
FGMR 12143
FGMR 12145
FGMR 12147
FGMR 12148
FGMR 12149
FGMR 12150
FGMR 12151
FGMR 12153
FGMR 12154
FGMR 12163
FGMR 12165
FGMR 12169
FGMR 12170
FGMR 12171
FGMR 12172
FGMR 12173
FGMR 12176
FGMR 12177
FGMR 12178
FGMR 12181
FGMR 12185
FGMR 12186
FGMR 12187
FGMR 12188
FGMR 12190
FGMR 12192
FGMR 12194
FGMR 12196
FGMR 12197
FGMR 12198
FGMR 12202
FGMR 12204
FGMR 12205
FGMR 12206
FGMR 12207
FGMR 12208
FGMR 12211
FGMR 12213
FGMR 12217
FGMR 12218
FGMR 12219
FGMR 12220
FGMR 12221
FGMR 12222
FGMR 12223
FGMR 12226
FGMR 12229
FGMR 12231
FGMR 12233
FGMR 12235
FGMR 12236
FGMR 12237

FGMR 12240
FGMR 12243
FGMR 12244
FGMR 12257
FGMR 12260
FGMR 12261
FGMR 12262
FGMR 12263
FGMR 12264
FGMR 12265
FGMR 12266
FGMR 12267
FGMR 12268
FGMR 12269
FGMR 12270
FGMR 12271
FGMR 12273
FGMR 12274
FGMR 12276
FGMR 12277
FGMR 12278
FGMR 12281
FGMR 12284
FGMR 12285
FGMR 12286
FGMR 12287
FGMR 12288
FGMR 12294
FGMR 12298
FGMR 12299
FGMR 12300
FGMR 12302
FGMR 12311
FGMR 12312
FGMR 12314
FGMR 12315
FGMR 12316
FGMR 12317
FGMR 12319
FGMR 12320
FGMR 12322
FGMR 12324
FGMR 12325
FGMR 12326
FGMR 12327
FGMR 12331
FGMR 12335
FGMR 12337
FGMR 12338
FGMR 12339
FGMR 12343
FGMR 12345
FGMR 12346
FGMR 12347
FGMR 12348
FGMR 12350
FGMR 12352
FGMR 12353

FGMR 12354
FGMR 12359
FGMR 12360
FGMR 12361
FGMR 12362
FGMR 12363
FGMR 12365
FGMR 12366
FGMR 12375
FGMR 12376
FGMR 12377
FGMR 12379
FGMR 12383
FGMR 12384
FGMR 12385
FGMR 12388
FGMR 12391
FGMR 12392
FGMR 12394
FGMR 12399
FGMR 12400
FGMR 12405
FGMR 12407
FGMR 12409
FGMR 12414
FGMR 12415
FGMR 12416
FGMR 12417
FGMR 12418
FGMR 12419
FGMR 12420
FGMR 12422
FGMR 12424
FGMR 12426
FGMR 12427
FGMR 12428
FGMR 12429
FGMR 12430
FGMR 12434
FGMR 12435
FGMR 12436
FGMR 12437
FGMR 12438
FGMR 12440
FGMR 12443
FGMR 12444
FGMR 12446
FGMR 12447
FGMR 12450
FGMR 12451
FGMR 12453
FGMR 12454
FGMR 12455
FGMR 12457
FGMR 12458
FGMR 12459
FGMR 12461
FGMR 12463

FGMR 12465
FGMR 12466
FGMR 12468
FGMR 12474
FGMR 12475
FGMR 12478
FGMR 12479
FGMR 12480
FGMR 12481
FGMR 12484
FGMR 12489
FGMR 12490
FGMR 12492
FGMR 12496
FGMR 12497
FGMR 12498
FGMR 12500
FGMR 12502
FGMR 12506
FGMR 12509
FGMR 12510
FGMR 12516
FGMR 12517
FGMR 12519
FGMR 12521
FGMR 12524
FGMR 12526
FGMR 12527
FGMR 12528
FGMR 12529
FGMR 12531
FGMR 12532
FGMR 12533
FGMR 12535
FGMR 12537
FGMR 12540
FGMR 12548
FGMR 12553
FGMR 12554
FGMR 12556
FGMR 12557
FGMR 12558
FGMR 12562
FGMR 12568
FGMR 12569
FGMR 12570
FGMR 12571
FGMR 12573
FGMR 12574
FGMR 12592
FGMR 12597
FGMR 12604
FGMR 12608
FGMR 12619
FGMR 12629
FGMR 12632
FGMR 12653
FGMR 12661

FGMR 12692
FGMR 12696
FGMR 12702
FGMR 12708
FGMR 12717
FGMR 12738
FGMR 12740
FGMR 12751
FGMR 12752
FGMR 12758
FGMR 12761