

BINGHAM, DANA & GOULD LLP

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RECORDATION NO. 20217 FILED 1425

AUG 5 1996 - 11 20 AM

August 2, 1996

STATE COMMERCE COMMISSION

BY MESSENGER

Surface Transportation Board
Room 2311
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Secretary

Ladies and Gentlemen:

Enclosed for recording with the Surface Transportation Board pursuant to Section 11303 of Title 49 of the U.S. Code are two original fully executed, notarized versions of the document described below.

This document is a Memorandum of Lease, a primary document dated as of June 17, 1996, between BancBoston Leasing Inc. as lessor (the "Lessor") and Railcar, Ltd. as lessee (the "Lessee"), covering Lessee's lease from Lessor of certain railcars.

The names and addresses of the parties to the Memorandum of Lease are as follows: as to Lessor: BancBoston Leasing Inc., whose head office is located at 100 Federal Street, Boston, Massachusetts 02110; as to Lessee: Railcar, Ltd., whose chief executive office is located at Suite 315, 1819 Peachtree Road, N.E., Atlanta, Georgia 30309-1847.

Included in the property covered by the aforesaid Memorandum of Lease are railroad cars intended for use related to interstate commerce.

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

"A Memorandum of Lease, dated as of June 17, 1996, between BancBoston Leasing Inc. as lessor and Railcar, Ltd. as lessee, covering Lessee's lease from Lessor of certain railcars as described on Schedule A to the Memorandum of Lease."

Also enclosed is a check in the amount of \$21.00, payable to the Surface Transportation Board, to cover the recording fee prescribed by the Surface Transportation Board in its rules and regulations.

BOS-BUS:296110.1
BOSTON

HARTFORD

WASHINGTON

LONDON

Counterpart - from [Signature]

RECEIVED
SURFACE TRANSPORTATION
BOARD

AUG 5 10 30 AM '96

BINGHAM, DANA & GOULD LLP

Surface Transportation Board
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Page 2

Please acknowledge receipt of the enclosed documents by stamping and returning to our messenger the enclosed copy of this letter together with the Memorandum of Lease as filed.

If you have any questions with respect to the enclosed documents, please call me collect at (617) 951-8938.

Sincerely,


Deidre A. Doherty

Enclosures

cc: William S. Barrett, Esq.

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001**

Deidre A. Doherty
Bingham, Dana & Gould LLP
150 Federal Street
Boston MA, 02110-1726

Dear Sir:

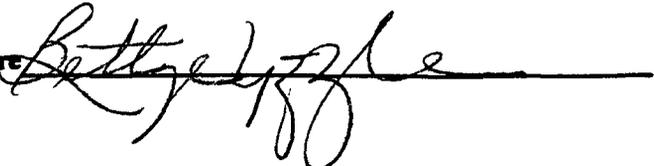
The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-5-96 at 11:30 AM, and assigned recordation number(s). 20217.

Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ ~~21.00~~ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature 

RECORDATION NO. 20217

AUG 5 1996 11 00 AM

MEMORANDUM OF LEASE

INTERSTATE COMMERCE COMMISSION

This Memorandum of Lease of Railroad Equipment is intended to evidence the lease of Equipment pursuant to Equipment Schedule Nos. 1 and 2 to that certain Master Lease Finance Agreement, dated as of the 17th day of June, 1996 (collectively the "Lease") between BancBoston Leasing Inc. ("Lessor"), a Massachusetts corporation having its principal place of business at 100 Federal Street, Boston, Massachusetts 02110 and Railcar, Ltd. ("Lessee"), a Georgia corporation having its principal place of business at 1819 Peachtree Road, N.E., Atlanta, Georgia 30309, for the purpose of satisfying the requirements of recordation with the United States Surface Transportation Board under 49 U.S.C., Section 11303. Lessor has the right to lease to Lessee the railcars (the "Cars") more fully described in Schedule A hereto. Lessee has leased from Lessor all the Cars at the rentals and upon the terms and conditions provided in the Lease.

IN WITNESS WHEREOF, Lessor and Lessee, each by its duly authorized officer or agent, have duly executed and delivered this Memorandum of Lease as of June 17, 1996.

Lessor:
BANCOSTON LEASING INC.

Lessee:
RAILCAR, LTD.

By: *Gregorio R. Warren*

By: *Willy L. Pinn*

Title: ASSISTANT VICE PRESIDENT

Title: PRESIDENT

State of Georgia)
) ss.:
County of Fulton)

On the 16th day of July 1996 personally appeared before me Wilds L. Pierop, to me personally known, who being by me duly sworn, said that he is the President of Railcar, Ltd., that the seal affixed to the foregoing instrument is the corporate seal of such corporation, that such instrument was signed and sealed on behalf of such corporation, by the authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Jeff J. Hardin
Notary Public
My commission expires March 30, 1999



Commonwealth of Massachusetts)
) ss :
County of Suffolk)

On the 24th day of July 1996 personally appeared before me Annemarie Warren, to me personally known, who being by me duly sworn, said that he is the Assistant Vice President of BancBoston Leasing Inc., that the seal affixed to the foregoing instrument is the corporate seal of such corporation, that such instrument was signed and sealed on behalf of such corporation by the authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation

Teresa M. Grimes
Notary Public
My commission expires January 30, 1996

Teresa M. Grimes
Notary Public
My Commission Expires January 30, 1996



**SCHEDULE A TO THE
MEMORANDUM OF LEASE**

EQUIPMENT SCHEDULE NO. 1

<u>QTY</u>	<u>DESCRIPTION</u>	<u>MARKINGS</u>
2	BOXCARS	CNA 549315, CNA 549455
12 ✓	FLATCARS	XSCR 301, XSCR 302, XSCR 303, XSCR 304, XSCR 305, XSCR 306 XSCR 307, XSCR 308, XSCR 309, XSCR 310, XSCR 311, XSCR 312
6 ✓	CENTER BEAM BULKHEAD FLATS	SOU 118330, SOU 118331, SOU 118332 SOU 118333, SOU 118334, SOU 118335
98 ✓	BOXCARS	RMMX 6000-6068, RMMX 6070-6093 RMMX 6095-6099
50 ✓	BOXCARS	XBPR 1200-1249
52	TRILEVEL AUTORACKS & FLATS	NDM 160000-160051
37	BULKHEADS	GNRR 10000, 10001, 10003, 10008, 10013 GNRR 10014, 10019-10021, 10023, 10025 GNRR 10026, 10029, 10030, 10076-10079 GNRR 20035, LW 10002, 10004-10007 LW 10009-10012, 10015-10017, 10022, LW 10024, 10027, 10032-10034
25 ✓	70T RB BOXCARS	GNRR 10220, 10221, 10222, 10224 GNRR 10225-10227, 10229 GNRR 10231, 10232 10237-10240 GNRR 10243-10251, 10253-10254

EQUIPMENT SCHEDULE 2

23	100T SMALL CUBE COVERED HOPPER CARS	RMGX 3350-3357, 3360-3362, 3366 RMGX 3369, 3373, 3377, 3382, 3384, 3388 RMGX 3390, 3391, 3392, 3394, 3399
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