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INTERSTATE COMMERCE COMMISSION

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1500 FLEET CENTER  
PROVIDENCE, RHODE ISLAND 02903  
401 274-2000  
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HINCKLEY, ALLEN, SNYDER & COMEN  
*Attorneys at Law*

17282-A, B, C  
REGISTRATION NO. FILED 1425

April 10, 1991

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INTERSTATE COMMERCE COMMISSION

Mr. Robert Peters  
Agency Department  
Federal Document Retrieval  
810 First Street  
Suite 600  
Washington, DC 20001

1-101A010

Re: Fleet Credit Corporation

Dear Rob:

Pursuant to instructions from your office, I am enclosing the following documents for recording in the order indicated with the Interstate Commerce Commission on Thursday, April 11, 1991:

1. Agreement Terminating Lease between Unionbanc Leasing Corporation as Lessor and Beazer West, Inc. (formerly known as Gifford-Hill & Company) as Lessee - 2 original copies.
2. Bill of Sale dated March 30, 1990 from Beazer West, Inc. (formerly known as Gifford-Hill & Company) as Seller and Fleet Credit Corporation as Buyer - 2 original copies.
- ✓ 3. Agreement of Lease dated December 26, 1990 between Fleet Credit Corporation as Lessor and Beazer West as Lessee - 1 original and 1 copy.
4. Lease Schedule dated March 30, 1991 - 2 original copies.
5. Certificate of Acceptance dated March 30, 1991 between Beazer West, Inc. and Fleet Credit Corporation - 2 original copies.
6. Sublease Agreement dated December 26, 1990 between Beazer West, Inc. as Sublessor and Subsidiaries as Sublessee - 1 original and 1 copy.

Please record the enclosed documents as soon as possible on Thursday. The recordings must be cross-referenced between all of the parties listed for each document, including Gifford-Hill & Company when it is listed as a predecessor to Beazer West, Inc.

*Documents to Mr. H. Peters*

HINCKLEY, ALLEN, SNYDER & COMEN

Mr. Robert Peters  
April 10, 1991  
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After recordation, please do a search of the records under the names of Gifford-Hill & Company and Beazer West, Inc. through the most recent date as possible. Please telecopy the results of the search and evidence of the recordings to my attention at (401) 277-9600.

Originally recorded copies should be sent to me by federal express upon receipt. Call me immediately if you have any questions or if you encounter any problems.

Very truly yours,



Laurie C. Wilkins  
Legal Assistant

Enclosures

cc: Elizabeth M. Myers  
James S. Judd

FEDERAL EXPRESS #7111279685

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CERTIFICATE OF ACCEPTANCE  
30584-14

APR 11 1991 -12:00 PM

INTERSTATE COMMERCE COMMISSION

Certificate of Acceptance to Lease Schedule No. 30584-14 to Agreement and Lease dated December 26, 1990, between Beazer West, Inc. and Fleet Credit Corporation ("the Agreement").

1. Lessee hereby acknowledges that the equipment set forth on Schedule A hereto (the "Units") is hereby unconditionally accepted by the Lessee for all purposes under the Agreement and hereby agrees to faithfully perform all of its obligations under the Agreement with respect to the Units as of the date hereof. Lessee hereby authorizes and directs Lessor to make payment to each vendor of the Units pursuant to such vendor's invoice or any purchase order, purchase agreement or supply contract with such vendor, receipt and approval of which are hereby reaffirmed by Lessee. Lessee hereby also reaffirms all of its representations, warranties and covenants as set forth in the Agreement as of the date hereof and certifies that no event or condition has occurred and is continuing which constitutes an Event of Default with the passage of time and/or giving of notice.
2. Lessee represents and warrants (i) the Units have been delivered and are in an operating condition and performing the operation for which they are intended to the satisfaction of the Lessee; and (ii) if requested by the Lessor, the Units have been marked or labeled evidencing the Lessor's interest therein.
3. Lessee hereby agrees to pay Lessor Interim Rent and Basic Rent in the amount set forth below.
4. The final Lessor's Cost of the Units is: \$512,500.
5. The Base Lease Term Commencement Date is the 30th day of March and the Interim Lease Term will commence on the Acceptance Date set forth below.
6. The first payment of Interim Rent shall be due and payable on N/A in the amount of \$-0-. Thereafter, Interim Rent payment in the amount of N/A per month shall be due and payable on N/A.
7. Basic Rent payment in the amount of \$9,110.10 per month shall be due and payable in arrears commencing on the last day of the month following the Base Lease Term Commencement Date and on the last day of each month of the Base Lease Term thereafter.

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

Dated: March 30, 1991

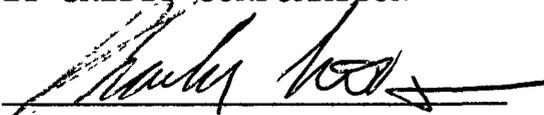
LESSEE: BEAZER WEST, INC.

By: 

Title: Treasurer

Agreed and Accepted:

FLEET CREDIT CORPORATION

By: 

Title: V.P. + Counsel

SCHEDULE A EQUIPMENT

Attached to and made part of the following documents:

LEASE SCHEDULE NO. 30584-14, UCC-1, ACCEPTANCE CERTIFICATE

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with BEAZER WEST, INC. (ACCT. #030584-07).

Thirty-nine (39) 100-ton covered railroad hopper cars manufactured by Ortner Freight Car Company with the following record marks as established by the Association of American Railroads:

1.	GFHX	1001	2.	GFHX	1002
3.	GFHX	1003	4.	GFHX	1004
5.	GFHX	1005	6.	GFHX	1006
7.	GFHX	1007	8.	GFHX	1009
9.	GFHX	1010	10.	GFHX	1011
11.	GFHX	1012	12.	GFHX	1013
13.	GFHX	1015	14.	GFHX	1016
15.	GFHX	1017	16.	GFHX	1018
17.	GFHX	1019	18.	GFHX	1020
19.	GFHX	1022	20.	GFHX	1023
21.	GFHX	1024	22.	GFHX	1025
23.	GFHX	1026	24.	GFHX	1027
25.	GFHX	1028	26.	GFHX	1029
27.	GFHX	1030	28.	GFHX	1031
29.	GFHX	1032	30.	GFHX	1033
31.	GFHX	1035	32.	GFHX	1036
33.	GFHX	1037	34.	GFHX	1038
35.	GFHX	1039	36.	GFHX	1040
37.	GFHX	1041	38.	GFHX	1042
39.	GFHX	1043			

All of the foregoing Units will be located within the United States of America.