

REGISTRATION NO. 24441 FILED

MAY 07 '03 9-10AM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

May 6, 2003

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Railcar Lease Agreement, dated as of March 1, 1999, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Lessor:	NorRail, Inc. 308 12th Ave South Buffalo, Minnesota 55313
Lessee:	Amoco Chemical Company 393 Stuart Island Road Lake Village, Arkansas 71653

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

108 railcars: SRIX 058000 – SRIX 058013, SRIX 058063 – SRIX 058109, SRIX 058149 – SRIX 058188 and SRIX 058271 – SRIX 058277,.

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

Memorandum of Railcar Lease Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

REC'D MAR 16 1999

MEMORANDUM OF RAILCAR LEASE AGREEMENT

^{AMS} THIS MEMORANDUM OF RAILCAR LEASE AGREEMENT is made and entered into as of March 1, 1999 by and between NorRail, Inc. (as assignee of Southwest Rail Industries, Inc. (herein referred to as "Lessor") and Amoco Chemical Company (herein referred to as "Lessee"), with reference to the following :

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor various railcars pursuant to one or more Riders to the Lease to be entered into by Lessor and Lessee from time to time, all as more particularly described in that certain Railroad Equipment Lease dated as of July 1, 1998 between Lessor and Lessee (hereinafter referred to as the "Lease").
2. Pursuant to Rider No. 1 of the Lease, Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor the one hundred eight covered hopper railcars described on Exhibit A hereto.
3. The Lease shall be effective as of the execution date thereof and shall be subject to the term of the Lease, as provided therein.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Railcar Lease Agreement to be executed as of the date first above written.

LESSOR: NORRAIL, INC.

LESSEE: AMOCO CHEMICAL COMPANY

By: Bradley C. Gunstad
Bradley C. Gunstad

By: G. Scott Heller

Its: Vice President & General Counsel

Its: Super. Secy, Rail Equip.



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MINNESOTA TRANSPORTATION BOARD

Exhibit A

CAR NUMBERS

SRIX058000 - SRIX058013
SRIX058063 - SRIX058109
SRIX058149 - SRIX058188
SRIX058271 - SRIX058277

REC'D MAR 10 1999

CONSENT AND AGREEMENT

THIS CONSENT AND AGREEMENT ("Consent") is made as of March 1, 1999 by and among NorRail, Inc. ("Assignee"), Amoco Chemical Company. ("Lessee"), Southwest Rail Industries, Inc. ("Assignor").

Reference is made to the Master Rail Car Lease and Service Contract No. L-1 dated as of July 1, 1998 between Assignor and Lessee and Rider No. 1 thereto covering one hundred eight (108) railcars (the "Cars") bearing the marks and numbers indicated on the attached Schedule hereto (the "Lease").

The Lessee acknowledges receipt of notice of, and consents to, the sale of the Cars by Assignor to Assignee and the assignment by Assignor to Assignee of all right, title, interest, claims and demands of Assignor in, to and under the Lease.

In furtherance of the foregoing, Lessee agrees to pay all rentals under the Lease, beginning with the payment due April 1, 1999, casualty value payments, and other sums due and to become due under the Lease on or before their respective due dates, to Assignee at the following address unless otherwise directed by Assignee:

NorRail, Inc.
308 - 12th Avenue South
Buffalo, MN 55313
Attention: Accounting

Lessee represents and warrants to Assignee as follows:

1. As of the date hereof, there is no Event of Default under the Lease and no event has occurred which, but for the lapse of time or the giving of notice or both, would be such an Event of Default.
2. The Lease constitutes the entire agreement between Lessee and Assignor concerning the Lease of the Cars. A true, correct and complete copy of the Lease is attached hereto as Exhibit A. Lessee has not prepaid any rent due under the Lease.
3. All of the Cars have been accepted by Lessee pursuant to the terms of the Lease and none of them have been destroyed, returned to Assignor or otherwise removed from the Lease.

This Consent may not be amended, changed, modified, altered or terminated except in writing signed by Lessee and Assignee.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Consent and Agreement to be executed as of the date first above written.

Amoco Chemical Company (Lessee)

By: A. Scott Heller
Title: Supervisor, Rail Equip.

Southwest Rail Industries, Inc. ("Assignor")

By: Robert R. Smith
Title: PRESIDENT

NorRail, Inc. ("Assignee")

By: Bradley C. Gunstad
Title: Vice President & General Counsel

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

5/6/03



Robert W. Alvord