

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

October 29, 1999

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

RECORDATION NO. 22506 FILED

NOV 1 '99

8-30AM

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Memorandum of Car Mark Agreement, dated as of October 31, 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:

Owner: Transamerica Equipment Financial Services Corporation
210 Interstate North Parkway, Suite 315
Atlanta, Georgia 30339

Railroad: Sidney & Lowe Railroad
*1600 Progress Drive
Albertville, AL 35950*

A description of the railroad equipment covered by the enclosed document is:
set forth on the equipment schedule attached to the Agreement

Mr. Vernon A. Williams
October 29, 1999
Page 2

Also enclosed is a check in the amount of \$26.00 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,


for Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 22506 FILED

NOV 1 '99 8-30AM

MEMORANDUM OF CAR MARK AGREEMENT dated as of October 31, 1999, between **TRANSAMERICA EQUIPMENT FINANCIAL SERVICES CORPORATION**, a Delaware corporation (hereinafter called the **Owner**), and **SIDNEY & LOWE RAILROAD**, a division of Progress Rail Services Corporation, an Alabama corporation (hereinafter called the **Railroad**).

WHEREAS the Owner and the Railroad are entering into that certain Car Mark Agreement dated as of the date hereof and Schedule No. 1 thereto dated as of the date hereof, covering the railroad equipment listed in Schedule No. 1 hereto, bearing the reporting marks and road numbers of the Railroad shown in said Schedule No. 1.

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of the said railroad equipment by the Owner and the entitlement of the Owner to the mileage charges and car hire payments in respect of said railroad equipment and any proceeds of settlements for damage or destruction of said railroad equipment, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

TRANSAMERICA EQUIPMENT FINANCIAL SERVICES CORPORATION

By: 

Name/Title: Mark A. Kassir
Vice President

SIDNEY & LOWE RAILROAD, a division of Progress Rail Services Corporation

By: _____
Michael V. Bombino, Senior Vice President & CFO

MEMORANDUM OF CAR MARK AGREEMENT dated as of October 31, 1999, between TRANSAMERICA COMMERCIAL FINANCE CORPORATION, CANADA (hereinafter called the **Owner**), and SIDNEY & LOWE RAILROAD, a division of Progress Rail Services Corporation, an Alabama corporation (hereinafter called the **Railroad**).

WHEREAS the Owner and the Railroad are entering into that certain Car Mark Agreement dated as of the date hereof and Schedule No. 1 thereto dated as of the date hereof, covering the railroad equipment listed in Schedule No. 1 hereto, bearing the reporting marks and road numbers of the Railroad shown in said Schedule No. 1.

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of the said railroad equipment by the Owner and the entitlement of the Owner to the mileage charges and car hire payments in respect of said railroad equipment and any proceeds of settlements for damage or destruction of said railroad equipment, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

TRANSAMERICA COMMERCIAL FINANCE
CORPORATION

by _____

Name/Title _____

SIDNEY & LOWE RAILROAD, a division of Progress
Rail Services Corporation

by Michael V. Bombino
Michael V. Bombino, Senior Vice President & CFO

State of Georgia, County of Cobb ~~Fulton~~

On Oct. 31, 1999, before me personally appeared Mark A. Kassis, to me personally known, who being by me duly sworn says that he is Vice President of **Transamerica Equipment Financial Services Corporation**, a Delaware corporation, and that he executed the foregoing instrument 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.

Tickie B. Wilson

Notary Public

My commission expires

**MY APPOINTMENT EXPIRES MARCH 30 2003
GWINNETT COUNTY, GEORGIA**

[NOTARIAL SEAL]

State of _____, County of _____

On _____, 1999, before me personally appeared Michael V. Bombino, to me personally known, who being by me duly sworn says that he is Senior Vice President & CFO of Sidney & Lowe Railroad, a division of **Progress Rail Services Corporation**, an Alabama corporation, and that he executed the foregoing instrument 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.

Notary Public

My commission expires:

[NOTARIAL SEAL]

State of Georgia, County of Fulton

On _____, 1999, before me personally appeared _____, to me personally known, who being by me duly sworn says that he is _____ of Transamerica Commercial Finance Corporation, and that he executed the foregoing instrument 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.

Notary Public
My commission expires:

[NOTARIAL SEAL]

State of Alabama, County of Marshall

On October 28, 1999, before me personally appeared Michael V. Bombino, to me personally known, who being by me duly sworn says that he is Senior Vice President & CFO of Sidney & Lowe Railroad, a division of Progress Rail Services Corporation, an Alabama corporation, and that he executed the foregoing instrument 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.

Diane W. Eakin

Notary Public
My commission expires: June 30, 2001



