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Staff Attorney
Transportation Systems &
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The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Telephone: 312/640-7000



3-035A023

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No. FEB 4 1983

Date...

Fee \$ 50.00

ICC Washington, D. C.

13934

REGISTRATION NO. FILED 1983

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INTERSTATE COMMERCE COMMISSION

February 2, 1983

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mrs. Lee:

I have enclosed two originals and two copies of the document described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The document included is a Lease Agreement, a primary document dated November 15, 1982.

The names and addresses of the parties to the document are as follows:

Lessor: Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, Illinois 60008

Lessee: Delta By-Products Company
6258 Poplar Avenue
Memphis, Tennessee 38119

FEB 4 10 30 AM '83
I.C.C.
OPERATION BR.
RECEIVED

A description of the equipment covered by the document follows:

Two used 23,500 gallon exterior coiled and insulated tank cars, USLX 22033 and 22041 - AAR # T106.

A fee of \$50.00 is enclosed. Please return one original and two copies not needed by the Commission for recordation to Pamela B. Loewenstein, Evans Products Company, 2550 Golf Road, Rolling Meadows, Illinois 60008.

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

Lease Agreement dated November 15, 1982 between Evans Railcar Leasing Company, Lessor, and Delta By-Products Company, Lessee, covering two used 23,500 gallon exterior coiled and insulated tank cars, USLX 22033 and 22041.

Very truly yours,

Pamela B. Loewenstein
Pamela B. Loewenstein

PBL:jf

Enclosure

13934
REGISTRATION NO. FILED 2065

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FEB 4 1983 -10 35 AM

INTERSTATE COMMERCE COMMISSION
SHORT-TERM RAILROAD CAR LEASE AGREEMENT

AGREEMENT made and entered into this 15th day of November, 1982, between EVANS RAILCAR LEASING COMPANY, an Illinois corporation (hereinafter called "Evans") and DELTA BY-PRODUCTS COMPANY a(n) Tennessee corporation, with its principal place of business at Memphis, Tennessee, (hereinafter called "Lessee").

RECITALS

Lessee desires to lease from Evans as Lessor certain railroad cars, hereinafter specifically designated, all upon the rentals, terms and conditions set forth in this Railroad Car Lease Agreement and the Schedules from time to time made a part hereof (together hereinafter referred to as the "Lease").

AGREEMENT

It is agreed:

1. Lease of Cars. Evans agrees to lease to Lessee and Lessee agrees to and does hereby lease from Evans, railroad cars of the number of units, model, type, construction and such other description (hereinafter referred to as the "Cars"), as is set forth in any Schedule hereto. All Schedules shall be in the form of Schedule 1 hereto, shall contain such other terms and provisions as Evans and Lessee may agree upon and shall, if requested by either party, have the signatures thereto acknowledged by a notary public. The terms and provisions of the Schedule shall control over any inconsistent or contrary terms and provisions in the body of this Lease.

2. Delivery and Acceptance of Cars. Evans shall deliver the Cars as promptly as is reasonably possible. Delivery shall be F.O.T. the point specified in the applicable Schedule. From and after acceptance of a Car, Lessee shall be liable for, and shall pay or reimburse Evans for the payment of all costs, charges and expenses of any kind whatsoever on account of or relating to transportation of a Car.

All Cars delivered under this Lease shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and specifications contained in the applicable Schedule; but Lessee shall be solely responsible for determining that Cars are in proper condition for shipment and use. At Evans' request, Lessee shall deliver to Evans an executed Certificate of Acceptance in the form of Exhibit A with respect to all Cars.

3. Use and Possession. Throughout the continuance of this Lease so long as Lessee is not in default hereunder, Lessee shall be entitled to possession of each Car from and after delivery of such Car and shall use such Car on its own property or lines or in the usual interchange of traffic; provided, however, that Lessee agrees that Cars shall at all times be used (i) in conformity with all Interchange Rules; (ii) only within the continental limits of the United States of America or in temporary or incidental use in Canada; and (iii) in such service as will not constitute a train hauling predominantly a single commodity, such as coal or grain, between the same points on a regular basis, commonly referred to as a "unit train."

4. Rental. Rental shall include but not be limited to all mileage, straight car hire, and incentive car hire earnings payable to Lessee or Evans on account of such car. Mileage credits shall be at the rate established by the applicable mileage rate allowances published in PHJ tariff 6007 series (ICC PHJ 6007, Item 195 and/or 621) supplements thereto or successive issues thereof. All such earnings as previously defined shall be for the account of Evans.

5. Mileage Credits. Since the Cars bear Evans' reporting marks and numbers, any time and mileage payments paid or allowed by railroads on the Cars shall be the property of Evans. Upon notice from any railroad, whether received prior to or after termination of this Lease, Lessee agrees to pay Evans all sums due on account of all excess empty mileage incurred on Cars during the term of this Lease.

6. Title. Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

7. Repairs.

(a) Evans. Except as may otherwise be provided in this paragraph 7(a) and (b), Evans shall be responsible for all Repair Work. Lessee shall promptly notify Evans of any Repair Work of which it has knowledge. Evans shall have no responsibility hereunder until and unless notified of the need for Repair Work. Evans may require Lessee to deliver Cars to such place as Evans designates for all Repair Work, and Evans may terminate this Lease with respect to any Car as to which it deems Repair Work to be unsuitable or uneconomical.

(b) Lessee. Except where a railroad or railroads have assumed full responsibility, Lessee shall be responsible for and shall pay all costs and expenses of all Repair Work or other work or materials required (i) by reason of damage or other condition caused by negligence of Lessee or any of Lessee's agents (ii) by reason of damage or other condition

caused by loading, unloading or use other than as permitted under this Lease, (iii) by reason of loss or damage resulting from any commodity or other material loaded in or on any Car.

8. Substitution of Cars. Evans may, at any time and from time to time, replace any Casualty Cars with Replacement Cars which shall be deemed to be subject to all terms and conditions of this Lease.

9. Abatement of Rent. Rental payments on any Car out of service for Repair Work which is Evans' responsibility, shall abate from the fifth day after such Car has been placed in a repair shop for service until such Car or a replacement Car is delivered to Lessee, to a railroad for the account of Lessee, or is otherwise ready for or is returned to service by Lessee. In the event rental is abated, if Evans elects, the original term of this Lease with respect to the Schedule covering such Car shall be extended for a period of time determined by dividing the sum of the number of days per Car with respect to which rental was so abated by the number of Cars subject to such Schedule on what would otherwise have been the last day of the original term.

10. Taxes. After the initial delivery of the railcars at the specified F.O.T. point, Lessee shall be liable for all Sales, use or gross receipts taxes imposed upon the equipment during the term of this lease.

11. Liens. Lessee shall keep the Cars free from any and all encumbrances or liens.

12. Indemnities - Patent Covenants. Lessee agrees to indemnify Evans and hold it harmless from any loss, expense or liability which Evans may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession or operation of a Car while subject to this Lease, excepting only any such loss, expense or liability which arises solely from Evans' negligence. Lessee's indemnity shall not eliminate the rights given Lessee under any manufacturer's warranty assigned to it pursuant to Paragraph 20. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

13. Lettering - Inventory. Lettering on the Cars shall be at Evans' discretion and only with its consent. Evans shall at all reasonable times be allowed to inspect the Cars.

14. Loss, Theft or Destruction of Cars. All requirements of this paragraph are limited to any Car lost, stolen, destroyed or damaged beyond economic repair while on track owned or leased by the Lessee or agents of the Lessee, or any of their customers, and Lessee shall, within five days of its knowledge thereof, by written notice, fully advise Evans of such occurrence. Except where Evans shall have received payment for such Casualty Car or where the handling railroad or other party shall have assumed liability therefor, Lessee shall, within 45 days after demand by Evans, promptly make payment to Evans in the same amount as is prescribed in the Interchange Rules for the loss of such Car. This Lease shall continue in full force and effect with respect to said Casualty Car provided, however, that this Lease shall terminate with

respect to a Casualty Car on the date Evans shall receive all amounts and things granted it on account of such Car under this Paragraph 14, and thereafter Lessee shall have no further liability to Evans under this Lease with respect thereto excepting accrued rent and liabilities arising or existing under Paragraphs 10, 11, and 12 hereof, and provided that rental payments will abate in the event of any other Casualty Car until replaced by Lessor.

15. Return of Cars. Upon the expiration or termination of this Lease with respect to any Car (other than pursuant to Paragraph 14 hereof), Lessee shall at its sole cost and expense forthwith surrender possession of such Car to Evans by delivering same to Evans at such repair shop, storage or terminal facility as Evans may designate by notice to Lessee. Each Car so surrendered shall be in the same or as good condition, order and repair as when delivered to Lessee, wear and tear from ordinary use and the passage of time excepted, shall be in need of no repairs, other than repairs necessitated by normal wear and tear, and shall be free from all accumulations or deposits from commodities transported in or on the Cars while in the service of Lessee. (In particular, tank cars shall be returned to Evans with the interior cleaned in a manner which will allow immediate use of such tank cars free from the risk of contamination to cargo subsequently carried therein.) If any of the Cars do not bear Evans' reported marks and numbers, Lessee shall place such reporting marks and numbers on any or all of the Cars as Evans shall designate in writing to Lessee prior to the end of the lease term. Until the delivery of possession to Evans pursuant to this Paragraph 15, Lessee shall continue to be liable for and shall pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred. If Lessee is a railroad, Lessee agrees to provide storage at its expense, upon the request of Evans, for any or all of the Cars for a period of ninety (90) days from the date of expiration or termination of this Lease. Nothing in this Paragraph 15 shall give Lessee the right to retain possession of any Car after expiration or termination of this Lease with respect to such Car.

16. Default. If Lessee shall fail to make any payment required under this Lease within 20 days after same shall have become due or shall default or fail for a period of 20 days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part under this Lease, or if a proceeding shall have been commenced by or against Lessee under any bankruptcy laws, Federal or State, or for the appointment of a receiver, assignee or trustee of Lessee or its property, or if Lessee shall make a general assignment for the benefit of creditors, then and in any of said events Evans may at its election take any and all action available to it at law and equity; including, without limitation, the right to

repossess the Cars (and to do so without terminating this Lease).

17. Sublease and Assignment. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follow:

(a) Lessee shall have no right to assign or sublease or loan any of the Cars without the prior written consent of Evans.

(b) all rights of Evans under this Lease may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to or consent of Lessee and Lessee's rights hereunder are and shall be subject and subordinate thereto.

The making of an assignment or sublease by Lessee or an assignment by Evans shall not serve to relieve such party of any liability or undertaking under this Lease nor to impose any liability or undertaking under this Lease upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

18. Notice. Any notice required or permitted to be given pursuant to the terms of this Lease shall be properly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to:

Evans at: 2550 Golf Road
Rolling Meadows, Illinois 60008

or at such other addresses as Evans may from time to time designate by such notice in writing and Lessee at the address first above written or any such other address as Lessee may from time to time designate by notice in writing.

19. Warranty. Evans agrees to assign to Lessee such rights as it may have under warranties, if any, which it may have received from the manufacturer of any Cars or parts therefor and shall at Lessee's expense cooperate with Lessee and take such action as may be reasonably requested to enable Lessee to enforce such rights. EVANS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE EXTENDING BEYOND THE DESCRIPTION IN THE APPLICABLE SCHEDULE, OR THE DESIGN, WORKMANSHIP, CONDITION OR QUALITY OF THE CARS OR PARTS THEREOF WHICH CARS HAVE BEEN ACCEPTED BY LESSEE HEREUNDER; AND EVANS SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES OF ANY KIND, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ON ACCOUNT OF ANY MATTER WHICH MIGHT OTHERWISE CONSTITUTE A BREACH OF WARRANTY OR REPRESENTATION.

20. Governing Law - Writing. The terms of this Lease and all rights and obligations under this Lease shall be governed by the laws of the State of Illinois, and may may not be changed or terminated other than by agreement in writing.

21. Definitions. For all purposes of this Lease the following terms shall have the following meaning:

(a) "Interchange Rules" - all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Cars, adopted and in effect from time to time by the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

(b) "Accounting Period" - each consecutive period of 12 months commencing with the date of the applicable Schedule and any period of less than 12 months during which period this Lease with respect to such Schedule shall expire or terminate.

(c) "Repair Work" - all repairs, maintenance, modifications, additions or replacements required to keep and maintain the Cars in good working order and repair in accordance with and on the effective date of the requirements of all Interchange Rules and preventive maintenance as determined by Evans to keep and maintain the Cars in good working order and repair.

(d) "Prevailing Labor Rate" - the per hour general labor rate established by the Association of American Railroads.

22. Benefit. Except as otherwise provided in this Lease the covenants, conditions, indemnities and agreements contained in this Lease shall bind and inure to the benefit of the parties and (to the extent permitted in Paragraph 19 hereof) their successors and assigns.

IN WITNESS WHEREOF, Evans and Lessee have duly executed this Railroad Car Lease Agreement as of the day and year first above written.

DELTA BY-PRODUCTS COMPANY
Lessee

11/24/82

By [Signature]
President

(CORPORATE SEAL)

Attest:

By _____
Secretary

EVANS RAILCAR LEASING COMPANY
an Illinois Corporation

By [Signature]
President

(CORPORATE SEAL)

Attest:

By [Signature]
ASST. Secretary

STATE OF ILLINOIS
COUNTY OF COOK

On this 5th day of January, 1983, before me personally appeared Curtis C. Nathan, to me personally known, who being by me duly sworn, says that he is President of EVANS RAILCAR LEASING COMPANY, and personally known to me to be the Asst. Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janette C. Residetto
Notary Public

My Commission Expires July 25, 1983

STATE OF Iowa
COUNTY OF Shelby

On this 24th day of Nov., 1982, before me personally appeared David S. Evans, to me personally known, who being by me duly sworn, says that he is _____, President of Delta By Products Co., and personally known to me to be the _____ Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cheri Adair
Notary Public

My Commission Expires 2-15-84

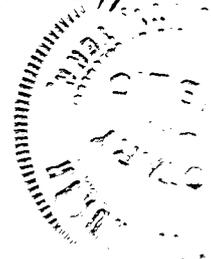


EXHIBIT A

Schedule to Lease dated , 19, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and ("Lessee").

CERTIFICATE OF ACCEPTANCE

_____, 19 ____

Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, IL 60008

Gentlemen:

The undersigned, being a duly authorized representative of Lessee, hereby accepts Two (2) Cars bearing numbers as follows:

USLX Series 21892-21925

for the Lessee pursuant to the Lease and certifies that each of said Cars is plainly marked in stencil on both sides of each Car with the words

EVANS RAILCAR LEASING COMPANY
OWNER AND LESSOR

Title to this Car subject to documents recorded
under Section 20c of Interstate Commerce Act

in readily visible letters not less than one inch (1") in height; and that each of said Cars conforms to, and fully complies with the terms of said Lease and is in condition satisfactory to the Lessee. If the Lessee is a railroad, Lessee hereby certifies that it is an interstate carrier by rail and that the Cars are intended for actual use and movement in interstate commerce.

Lessee

EVANS LOT

SCHEDULE 1

Page 1 of Schedule 1 dated November 15, 1982 to Lease dated November 15, 1982 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and DELTA BY-PRODUCTS COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 23,500 gallon exterior coiled and insulated tank car

NUMBER OF CARS:

2

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Tallow

REPORTING MARKS AND NUMBERS:

USLX Series 21892-21925

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Memphis, Tennessee

EVANS-ST 7/82

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Page 2 of Schedule 1 dated November 15, 1982 to Lease dated November 15, 1982 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and DELTA BY-PRODUCTS COMPANY ("Lessee").

LEASE TERM: 1 year

MONTHLY RENTAL: All mileage earnings to the account of Evans

MINIMUM RENTAL: \$9,552 for two cars. Accounting will be performed monthly at a rate of \$398 per car per month, the rate being gross rental less mileage collected monthly on all cars.

SPECIAL TERMS: None

Lessee

By:  11/24/82

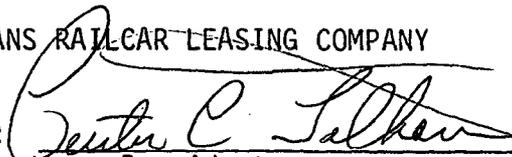
President

(CORPORATE SEAL)

ATTEST:

Secretary

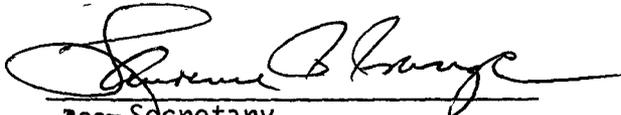
EVANS RAILCAR LEASING COMPANY

By: 

President

(CORPORATE SEAL)

ATTEST:



Asst. Secretary