

PHILADELPHIA
WASHINGTON
LOS ANGELES

MORGAN, LEWIS & BOCKIUS

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14518
DEC 28 1984
MIAMI
HARRISBURG
LONDON

MICHAEL J. TARPLEY
DIAL DIRECT (212) 309-6084

December 28, 1984

14518
INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, DC 20423

14518
DEC 28 1984
INTERSTATE COMMERCE COMMISSION

Dear Secretary:

As special counsel to Cargill, Incorporated, we have enclosed two original sets and two photocopied sets of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

These documents are, within the classification scheme promulgated as 49 C.F.R. §1177.1, as follows:

14518
RECORDATION NO. Filed 1429
DEC 28 1984 - 10 15 AM
INTERSTATE COMMERCE COMMISSION (2)

- (1) a lease (comprised of a Lease of Railroad Equipment and a Lease Supplement thereto, each dated as of December 28, 1984) - a primary document, and
- (2) a security agreement (comprised of a Trust and Security Agreement and a Security Agreement Supplement thereto, each dated as of December 28, 1984) - a primary document.

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

(1) Lease

Lessor:

Wilmington Trust Company,
as Owner Trustee
Rodney Square
North Wilmington, Delaware 19890

(Signature)

Lessee:

Cargill, Incorporated
P.O. Box 9300
Minneapolis, Minnesota 55440
Attention: Traffic Manager, Corn Milling Division

(2) Security Agreement

Owner Trustee:

Wilmington Trust Company,
as Owner Trustee
Rodney Square
North Wilmington, Delaware 19890

Trustee:

The Connecticut Bank and Trust Company,
National Association, as Trustee
One Constitution Plaza
Hartford, Connecticut 06115
Attention: Corporate Trust Department

A description of the equipment covered by such documents follows:

Fifty-five (55) rail tank cars manufactured by Union Tank Car Company, 17,500 gallon capacity each, of AAR Mechanical Description "T-104" and DOT Specification "111A100W3," bearing the following numbers to identify Cargill, Incorporated as the lessee thereof:

CRGX 4173
CRGX 4179
CRGX 4184
CRGX 4194
CRGX 4201
CRGX 4205 - 4210 (inclusive)
CRGX 4212
CRGX 4216
CRGX 4217

CRGX 4219
CRGX 4220
CRGX 4225
CRGX 4226
CRGX 4228
CRGX 4230 - 4232 (inclusive)
CRGX 4234 - 4239 (inclusive)
CRGX 4245
CRGX 4250
CRGX 4252
CRGX 4254
CRGX 4255
CRGX 4257
CRGX 4258
CRGX 4260
CRGX 4261
CRGX 4272 - 4279 (inclusive)
CRGX 4281 - 4283 (inclusive)
CRGX 4285
CRGX 4287
CRGX 4296
CRGX 4307
CRGX 4316
CRGX 4320
CRGX 4326

The documents provide that rail tank cars hereafter acquired by the owner trustee and leased to Cargill, Incorporated will also be property covered by the security agreement and the lease, up to a total of one hundred forty (140) such rail tank cars.

A fee of \$ _____ is enclosed. Please return the originals of each document and any extra copies not needed for recordation to the person presenting this letter and its enclosures for filing.

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

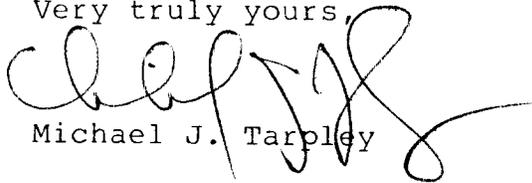
- (1) Lease between WILMINGTON TRUST COMPANY, as owner trustee, lessor (address: Rodney Square, North Wilmington, Delaware 19890) and CARGILL INCORPORATED, lessee (address: P.O. Box 9300, Minneapolis, Minnesota 55440; Attention: Traffic Manager, Corn Milling Division), dated as of

MORGAN, LEWIS & BOCKIUS

December 28, 1984, and covering up to one hundred forty (140) rail tank cars of 17,500 gallon capacity each.

- (2) Security Agreement between WILMINGTON TRUST COMPANY, as owner trustee, owner trustee (address: Rodney Square, North Wilmington, Delaware 19890) and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, trustee (address: One Constitution Plaza, Hartford, Connecticut 06115) covering up to one hundred forty (140) rail tank cars of 17,500 gallon capacity each.

Very truly yours,



Michael J. Tarpley

MJT:jo
Enc.

Interstate Commerce Commission
Washington, D.C. 20423

12/28/84

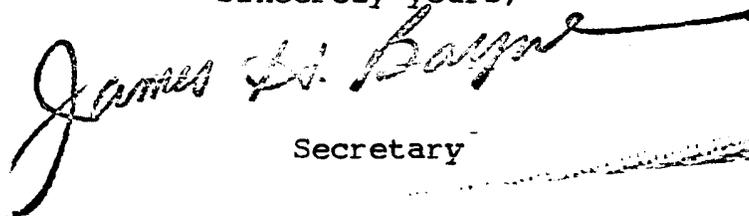
OFFICE OF THE SECRETARY

Michael J. Tarpley
Morgan, Lewis & Bockius
101 Park Avenue
New York, N.Y. 10178

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 12/28/84 at 10:15am and assigned re-
recording number(s). 14518 14518-A, 14518-B, 14518-C

Sincerely yours,


Secretary

Enclosure(s)

14518 / X
RECORDED ON 12/28/84 Filed 11/28
DEC 23 1984 10 31 AM
STATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1111

Delivery Date: December 28, 1984

THIS LEASE SUPPLEMENT is executed and delivered to Wilmington Trust Company, a Delaware banking corporation, solely as trustee under that certain Trust Agreement, dated as of December 28, 1984 (the "Trust Agreement") between Mae First Leasing Corporation, as Owner Participant and said trustee (in its capacity as such trustee, being herein called ("Lessor") by CARGILL, INCORPORATED ("Lessee") pursuant to and in accordance with the Lease of Railroad Equipment dated as of December 28, 1984 between Lessor and Lessee (the "Lease", the defined terms therein being used herein with their defined meanings).

1. The Rail Cars covered by this Supplement consist of the items described in the Schedule attached hereto.
2. Lessee confirms that the Rail Cars covered hereby have been delivered to it in good working order and condition, and have been inspected and accepted by Lessee as of the Delivery Date set forth above.
3. The Purchase Price of each of the Rail Cars covered hereby is set forth in the Schedule attached hereto and the aggregate Purchase Price for such Rail Cars is \$2,296,690.
4. Lessee hereby: (a) confirms that the Rail Cars covered hereby are of the size, design, capacity and manufacture selected by it and meet the provisions of the applicable purchase agreement with the Manufacturer with respect thereto, (b) confirms that the Rail Cars have been marked in accordance with all of the provisions of § 6.1 of the Lease, (c) confirms that the Rail Cars appear to conform to the modifications, requirements and standards applicable thereto as provided in the Lease and (d) irrevocably accepts said Rail Cars "as-is, where-is" for all purposes of the Lease as of the Delivery Date as set forth above.
5. By the execution and delivery of this Supplement by Lessee, and the acceptance thereof by Lessor, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease.
6. This Lease Supplement may be executed in several counterparts, such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease Supplement constitutes chattel paper (as such term is defined in

the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original counterpart which shall be identified as the counterpart containing the receipt therefor executed by the Trustee on or immediately following the signature page hereof.

IN WITNESS WHEREOF, Lessee has caused this Supplement to be duly executed by its duly authorized officer as of the Delivery Date as set forth above.

CARGILL, INCORPORATED

By *E. [Signature]*
Title: *President* *Corn Milling Div*

Accepted as of the Delivery Date set forth above:

WILMINGTON TRUST COMPANY
not in its individual capacity
except as otherwise set forth herein,
but solely as trustee

By *J. [Signature]*
Title: **Vice President**

SCHEDULE 1

<u>Descriptions and Quantity</u>	<u>Debtor's Identification Nos.</u>	<u>Purchase Price</u>	<u>AAR Mechanical Description</u>	<u>DOT Specifications</u>	<u>Manufacturer's Specifications</u>
55 Rail Tank Cars, 17,500 gallon capacity each, lined to carry corn syrup, manufactured by Union Tank Car Company	CRGX 4201	\$41,758.00	T-104 (for all listed Rail Tank Cars)	111A100W3 (for all listed Rail Tank Cars)	BD-36-100-18 (for all listed Rail Tank Cars)
	CRGX 4205	\$41,758.00			
	CRGX 4206	\$41,758.00			
	CRGX 4210	\$41,758.00			
	CRGX 4212	\$41,758.00			
	CRGX 4216	\$41,758.00			
	CRGX 4217	\$41,758.00			
	CRGX 4219	\$41,758.00			
	CRGX 4225	\$41,758.00			
	CRGX 4226	\$41,758.00			
	CRGX 4228	\$41,758.00			
	CRGX 4231	\$41,758.00			
	CRGX 4235	\$41,758.00			
	CRGX 4236	\$41,758.00			
	CRGX 4238	\$41,758.00			
	CRGX 4239	\$41,758.00			
	CRGX 4245	\$41,758.00			
	CRGX 4250	\$41,758.00			
	CRGX 4252	\$41,758.00			
	CRGX 4254	\$41,758.00			
	CRGX 4255	\$41,758.00			
	CRGX 4257	\$41,758.00			
	CRGX 4258	\$41,758.00			
	CRGX 4261	\$41,758.00			
	CRGX 4272	\$41,758.00			
	CRGX 4273	\$41,758.00			
	CRGX 4274	\$41,758.00			
	CRGX 4275	\$41,758.00			
	CRGX 4276	\$41,758.00			
	CRGX 4277	\$41,758.00			
	CRGX 4278	\$41,758.00			
	CRGX 4279	\$41,758.00			
CRGX 4281	\$41,758.00				
CRGX 4283	\$41,758.00				
CRGX 4285	\$41,758.00				
CRGX 4287	\$41,758.00				
CRGX 4194	\$41,758.00				
CRGX 4296	\$41,758.00				
CRGX 4173	\$41,758.00				
CRGX 4179	\$41,758.00				
CRGX 4184	\$41,758.00				

<u>Descriptions and Quantity</u>	<u>Debtor's Identification Nos.</u>	<u>Purchase Price</u>	<u>AAR Mechanical Description</u>	<u>DOT Specifications</u>	<u>Manufacturer's Specifications</u>
	CRGX 4208	\$41,758.00			
	CRGX 4209	\$41,758.00			
	CRGX 4232	\$41,758.00			
	CRGX 4234	\$41,758.00			
	CRGX 4260	\$41,758.00			
	CRGX 4307	\$41,758.00			
	CRGX 4316	\$41,758.00			
	CRGX 4320	\$41,758.00			
	CRGX 4326	\$41,758.00			
	CRGX 4237	\$41,758.00			
	CRGX 4282	\$41,758.00			
	CRGX 4230	\$41,758.00			
	CRGX 4220	\$41,758.00			
	CRGX 4207	\$41,758.00			