

MORGAN, LEWIS & BOCKIUS

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14518-D  
14518-E  
FEB 21 1985  
INTERSTATE COMMERCE COMMISSION

FEB 21 1985  
February 21, 1985  
INTERSTATE COMMERCE COMMISSION  
5-032A077  
FEB 21 1985  
20.00

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Secretary:

As special counsel to Cargill, Incorporated, we have enclosed four original 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:

- (1) a Lease Supplement No. 2, dated as of February 21, 1985, to a Lease of Railroad Equipment dated as of December 28, 1984, which Lease was filed and recorded with the ICC on December 28, 1984, and assigned recordation number 14518; Lease Supplement No. 1 was filed and recorded on the same date and assigned recordation number 14518-A. Lease Supplement No. 2 is a secondary document.
- (2) a Supplement No. 2, dated as of February 21, 1985, to a Trust and Security Agreement dated as of December 28, 1984, which Agreement was filed and recorded with the ICC on December 28, 1984, and assigned recordation number 144518-B; Supplement No. 1 was filed and recorded on the same date and assigned recordation number 14518-C. Supplement No. 2 is a secondary document.

A description of the additional equipment covered by such documents follows:

Eighty-five (85) rail tank cars (all of which were 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:

*Harold Rodger*

*C. Penley*

MORGAN, LEWIS & BOCKIUS

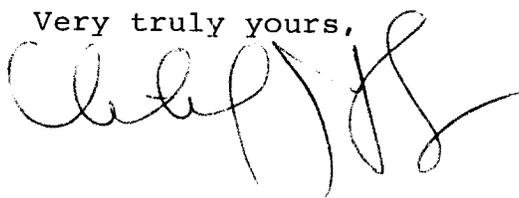
CRGX 4158  
CRGX 4185  
CRGX 4190  
CRGX 4195  
CRGX 4202  
CRGX 4204  
CRGX 4211  
CRGX 4213  
CRGX 4215  
CRGX 4218  
CRGX 4222  
CRGX 4223  
CRGX 4240 - 4244 (inclusive)  
CRGX 4246 - 4249 (inclusive)  
CRGX 4251  
CRGX 4253  
CRGX 4256  
CRGX 4259  
CRGX 4262 - 4271 (inclusive)  
CRGX 4280  
CRGX 4284  
CRGX 4286  
CRGX 4288 - 4295 (inclusive)  
CRGX 4297 - 4306 (inclusive)  
CRGX 4308 - 4315 (inclusive)  
CRGX 4317 - 4319 (inclusive)  
CRGX 4321 - 4325 (inclusive)  
CRGX 4327 - 4339 (inclusive)

A fee of \$20.00 is enclosed. Please return the extra copies of each document 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 Supplement No. 2, dated as of February 21, 1985, to a Lease of Railroad Equipment between WILMINGTON TRUST COMPANY, as Owner Trustee, lessor, and CARGILL, INCORPORATED, lessee, dated as of December 28, 1984 and leasing 85 additional rail tank cars to the lessee under the Lease.
- (2) Supplement No. 2, dated as of February 21, 1985, to a Trust and Security Agreement between WILMINGTON TRUST COMPANY, as Owner Trustee, owner trustee, and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, trustee, dated as of December 28, 1984 and subjecting 85 additional rail tank cars to the Trust and Security Agreement.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'W. Lewis', written over the typed text 'Very truly yours,'.

Interstate Commerce Commission  
Washington, D.C. 20423

2/21/85

OFFICE OF THE SECRETARY

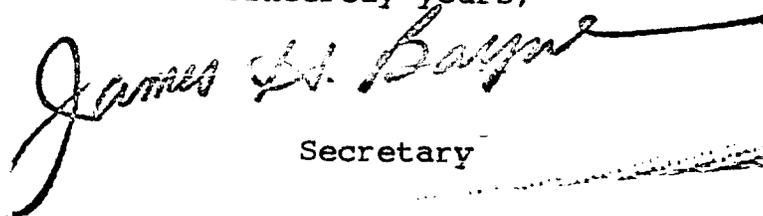
Michael J. Tarpley  
Morgan, Lewis & Bockius )  
101 Park Avenue  
New York, N.Y. 10178

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 2/21/85 at 10:50am and assigned re-  
recording number(s).

14518-D & 14518-E

Sincerely yours,

  
Secretary

Enclosure(s)

14578-F  
FEE

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 2 TO TRUST AND SECURITY AGREEMENT

This Supplement No. 2 is dated as of February 21, 1985 and is entered into by WILMINGTON TRUST COMPANY, not in its individual capacity but solely as trustee (the "Owner Trustee"), and The Connecticut Bank and Trust Company, National Association, as Trustee (the "Trustee"), for its benefit and for the benefit of the holders from time to time of the Notes described in the Agreement referred to below.

A. The Owner Trustee and the Trustee have entered into a Trust and Security Agreement dated as of December 28, 1984 (as heretofore supplemented, the "Agreement").

B. Unless otherwise defined herein, the capitalized terms used herein are used with the respective meanings specified in the Agreement.

C. The Agreement contemplates the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof.

NOW, THEREFORE, TO SECURE THE PAYMENT of the principal of and interest on the Notes according to their tenor and effect and to secure the payment and performance of all other indebtedness which the Agreement by its terms secures and the performance and observance of all covenants, obligations and conditions contained in the Notes, the Agreement and the Participation Agreement, the Owner Trustee does hereby grant, bargain, sell, transfer, convey, warrant, mortgage, assign, pledge, hypothecate and grant a continuing security interest unto the Trustee, its successors in trust and assigns in and to all and singular of the Owner Trustee's properties, rights, interests and privileges and the proceeds thereof (whether now owned or hereafter acquired), except any Excepted Rights in Collateral (as defined in the Agreement), including, without limitation, the following:

(a) each of the Rail Cars described in Schedule 1 annexed hereto;

(b) all additional or substituted Rail Cars which hereafter may be subjected to the lien and security interest of the Agreement by operation thereof;

(c) all income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing;

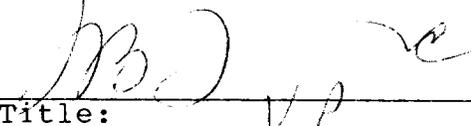
(d) each Lease Supplement relating to such Rail Cars and all amounts payable thereunder.

TO HAVE AND TO HOLD the above-described Collateral unto the Trustee, its successors in trust and assigns forever, upon the terms herein and in the Agreement set forth, for the benefit of the Trustee and for the equal and proportionate benefit, security and protection of all present and future holders of the Notes outstanding under the Agreement from and after the issuance of the Notes, without preference, priority or distinction of any Notes by reason of priority at the time of issue date or maturity thereof or otherwise for any cause whatsoever.

This Supplement shall be construed in connection with and as a part of the Agreement, and all terms, conditions and covenants contained in the Agreement, as hereby supplemented, shall remain in full force and effect.

This Supplement may be executed in any number of counterparts, each of which shall constitute an original but which, when taken together, shall constitute but one instrument.

WILMINGTON TRUST COMPANY,  
not in its individual  
capacity but solely as  
trustee

By: 

Title: VP

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIA-  
TION, as Trustee

By: 

Title: REGIONAL VICE PRESIDENT

STATE OF CONNECTICUT  
: SS.:  
COUNTY OF HARTFORD

On this 15<sup>TH</sup> day of February, 1985, before me personally appeared V. Kreuscher, to me personally known, who being by me duly sworn, says and acknowledges that he resides at MANCHESTER, CT; that he is an authorized officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association; that one of the seals affixed to the foregoing instrument is the corporate seal of said association; that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was his free and voluntary act and deed and the free act and deed of said association.

  
Notary Public

(SEAL)

**JOYCE M. SPERRY**  
NOTARY PUBLIC

My commission expires: **MY COMMISSION EXPIRES MARCH 31, 1989**

STATE OF Delaware )  
 : ss.:  
COUNTY OF New Castle )

On this 18th day of February, 1985, before me personally appeared W. B. Sowden, III to me personally known, who, being by me duly sworn, says and acknowledges that he resides at Wilmington, DE ; that he is a Vice President of WILMINGTON TRUST COMPANY, a Delaware corporation; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was his free and voluntary act and deed and the free act and deed of said corporation.

Maria Elizabeth Tarace  
Notary Public

(SEAL)

My commission expires:  
September 10, 1986

SCHEDULE 1

<u>Descriptions and Quantity</u>	<u>Lessee's Identification Nos.</u>	<u>Purchase Price</u>	<u>AAR Mechanical Description</u>	<u>DOT Specifications</u>	<u>Manufacturer's Specifications</u>
85 Rail Tank Cars, 17,500 gallon capacity each, lined to carry corn syrup, manufactured by Union Tank Car Company	CRGX 4158	\$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 4185	\$41,758.00			
	CRGX 4190	\$41,758.00			
	CRGX 4204	\$41,758.00			
	CRGX 4211	\$41,758.00			
	CRGX 4213	\$41,758.00			
	CRGX 4215	\$41,758.00			
	CRGX 4223	\$41,758.00			
	CRGX 4242	\$41,758.00			
	CRGX 4247	\$41,758.00			
	CRGX 4249	\$41,758.00			
	CRGX 4266	\$41,758.00			
	CRGX 4284	\$41,758.00			
	CRGX 4288	\$41,758.00			
	CRGX 4289	\$41,758.00			
	CRGX 4195	\$41,620.00			
	CRGX 4202	\$41,620.00			
	CRGX 4218	\$41,620.00			
	CRGX 4222	\$41,620.00			
	CRGX 4240	\$41,620.00			
	CRGX 4241	\$41,620.00			
	CRGX 4243	\$41,620.00			
	CRGX 4244	\$41,620.00			
	CRGX 4246	\$41,620.00			
	CRGX 4248	\$41,620.00			
	CRGX 4251	\$41,620.00			
	CRGX 4253	\$41,620.00			
	CRGX 4256	\$41,620.00			
	CRGX 4259	\$41,620.00			
	CRGX 4262	\$41,620.00			
	CRGX 4263	\$41,620.00			
	CRGX 4264	\$41,620.00			
CRGX 4265	\$41,620.00				
CRGX 4267	\$41,620.00				
CRGX 4268	\$41,620.00				
CRGX 4269	\$41,620.00				
CRGX 4270	\$41,620.00				
CRGX 4271	\$41,620.00				
CRGX 4280	\$41,620.00				
CRGX 4286	\$41,620.00				
CRGX 4290	\$41,620.00				

<u>Descriptions and Quantity</u>	<u>Lessee's Identification Nos.</u>	<u>Purchase Price</u>	<u>AAR Mechanical Description</u>	<u>DOT Specifications</u>	<u>Manufacturer's Specifications</u>
	CRGX 4291	\$41,620.00			
	CRGX 4292	\$41,620.00			
	CRGX 4293	\$41,620.00			
	CRGX 4294	\$41,620.00			
	CRGX 4295	\$41,620.00			
	CRGX 4297	\$41,620.00			
	CRGX 4298	\$41,620.00			
	CRGX 4299	\$41,620.00			
	CRGX 4300	\$41,620.00			
	CRGX 4301	\$41,620.00			
	CRGX 4302	\$41,620.00			
	CRGX 4303	\$41,620.00			
	CRGX 4304	\$41,620.00			
	CRGX 4305	\$41,620.00			
	CRGX 4306	\$41,620.00			
	CRGX 4308	\$41,620.00			
	CRGX 4309	\$41,620.00			
	CRGX 4310	\$41,620.00			
	CRGX 4311	\$41,620.00			
	CRGX 4312	\$41,620.00			
	CRGX 4313	\$41,620.00			
	CRGX 4314	\$41,620.00			
	CRGX 4315	\$41,620.00			
	CRGX 4317	\$41,620.00			
	CRGX 4318	\$41,620.00			
	CRGX 4319	\$41,620.00			
	CRGX 4321	\$41,620.00			
	CRGX 4322	\$41,620.00			
	CRGX 4323	\$41,620.00			
	CRGX 4324	\$41,620.00			
	CRGX 4325	\$41,620.00			
	CRGX 4327	\$41,620.00			
	CRGX 4328	\$41,620.00			
	CRGX 4329	\$41,620.00			
	CRGX 4330	\$41,620.00			
	CRGX 4331	\$41,620.00			
	CRGX 4332	\$41,620.00			
	CRGX 4333	\$41,620.00			
	CRGX 4334	\$41,620.00			
	CRGX 4335	\$41,620.00			
	CRGX 4336	\$41,620.00			
	CRGX 4337	\$41,620.00			
	CRGX 4338	\$41,620.00			
	CRGX 4339	\$41,620.00			