

Transportation Corporation of America

P. O. BOX 218 • CHICAGO HEIGHTS, ILLINOIS 60411
AREA CODE 312 • 757-5900

Date: February 6, 1981

No. 1-042A187
Date FEB 11 1981
Fee \$ 10.00

RECORDATION NO. 12922 Filed 1425

Interstate Commerce Commission
Recordation Clerk
Room 1211
12th & Constitution Ave., N.W.
Washington, D.C. 20423

ICC Washington, D. C.

FFB 11 1981 -3 00 PM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provision of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, are five (5) copies of the following:

Lease Agreement No. 010681 dated January 6, 1981
Rider No. 1 dated January 22, 1981
between TRANSPORTATION CORPORATION OF AMERICA and
Minneapolis, Northfield and Southern Railway, Inc.
Recordation No. N/A
No. of Cars: TwentyFive (25)
Description of Cars: 4750 Cu. Ft. 100-Ton Covered Hopper Cars
Car Numbers: MNS 3300 thru MNS 3324, both inclusive

The names and address of the parties hereto are as follows:

Lessor:

Transportation Corporation of America
P. O. Box 218
Chicago Heights, IL 60411

Lessee:

Minneapolis, Northfield and Southern Railway,
Inc., 2859 Louisiana Avenue North
Minneapolis, Minnesota 55427

The undersigned is the Vice President-Finance of Transportation Corporation of America and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to S. D. Christianson, Transportation Corporation of America, P. O. Box 218, Chicago Heights, Illinois 60411, the remaining four (4) copies of the enclosed document, marked "Recorded".

Attached hereto is a remittance in the sum of \$ 10.00 covering the required Recording Fee.

Cordially,

TRANSPORTATION CORPORATION OF AMERICA


S. D. Christianson
Vice President - Finance

Enclosures

RECEIVED
FEB 11 2 59 PM '81
FEE OPERATION BR.
I. C. C.

A wholly owned subsidiary of The Duchossois/Thrall Group

TRANSPORTATION CORPORATION OF AMERICA
Rider No. 1 ~~ATTACHMENT A~~
TO MNS LEASE NO. 010681 DATED JANUARY 6, 1981
(Consisting of 4 pages)

12922 A
RECORDATION NO. Filed 1426

FFB 11 1981 -3 00 PM

INTERSTATE COMMERCE COMMISSION

IT IS HEREBY AGREED THAT, effective January 22, 1981, this Rider No. 1 shall become a part of MNS LEASE NO. 010681 dated January 6, 1981, between TRANSPORTATION CORPORATION OF AMERICA AND MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC., and the Cars described herein shall be placed in MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC. service, subject to the terms and for the rental set forth below.

CAR INITIAL AND NUMBERS: MNS 3300 Through 3324, both inclusive

CAR OWNER'S MARKS: Title to this car subject to documents filed with the Interstate Commerce Commission

CLASS OF CAR: Covered Hopper (LO)

COMMODITY SERVICE: Grain and fertilizer

NUMBER OF CARS: Twenty-Five (25)

TRUCK CAPACITY: 100-Ton

CUBIC CAPACITY: 4750 Cubic Ft.

DELIVERY PERIOD: January and February, 1981

DELIVERY POINT: East Chicago, Indiana

RENTAL TERM: Sixty (60) Months

RENT: See Rider No. 1 - Page Two

CASUALTY OCCURRENCE: See Rider No. 1 - Page Two

OPTION TO CANCEL: See Rider No. 1 - Page Three

ASSIGNMENT OF CARS: LESSEE will assist LESSOR in developing assignments for the cars.

MOVEMENT OF CARS OVER MN&S LINES: Car movements over MN&S lines will be at no charge to LESSOR.

No Per Diem charges will be assessed to the LESSOR by the LESSEE on the subject cars while the cars are on MN&S lines. LESSEE will hold cars on MN&S tracks for the LESSOR without charge.

CERTIFICATE OF INSPECTION Exhibit "I": attached hereto and made a part hereof.

RENT:

As monthly rental, the LESSEE shall pay to the LESSOR all monthly car hire and mileage earned ("Rental") by the cars which are the subject of this Rider No. 1, less an Administrative Charge, as defined hereafter. The car hire and mileage rentals will be as determined in the published applicable Association of American Railroads ("AAR") Hourly and Mileage Car Hire Rate Table, ("Car Hire Rate Table"), Circular No. OT-10, Appendix R, effective July 1, 1980, and/or its amendments or successors to the date such rental is due as compared to that Car Hire Rate Table in effect on October 20, 1980. The amounts earned by the subject cars shall be payable to the LESSOR on the 15th day of each calendar month after the Rental has been received, for a total of Sixty (60 monthly rental payments.

The Administrative Charge will be \$40.00 per month, per car. However, that Administrative Charge shall be increased or decreased each month in proportion to the increase or decrease of the Car Hire Rate Table which is in effect on the first day of the month in which the relevant Monthly Rental payment is due, as compared to the Car Hire Rate Table in effect on October 20, 1980.

All Rental payments shall be made to LESSOR in funds available to the LESSOR in Chicago Heights, Illinois, on the date payments are due hereunder.

The LESSEE shall collect from other railroads over whose lines any of said cars shall be operated or used the applicable car hire earned by such cars and shall keep all records pertaining to movements thereof. LESSEE shall furnish LESSOR complete monthly reports based on car hire reports for all movements of such cars, both loaded and empty, and the railroad monthly car hire reports received by LESSEE shall be prima facie evidence of the facts reported therein.

CASUALTY OCCURRENCE:

In the event any car shall be or become lost, stolen, destroyed or irreparably damaged, for any cause whatsoever, or taken or requisitioned by condemnation or otherwise, (each such occurrence being hereinafter called a "casualty occurrence") during the term of this lease, the LESSEE shall within Ten (10) days after it shall have determined that such car has suffered a casualty occurrence, fully notify the LESSOR with respect thereto. ~~At the next rental date thereafter when the earnings~~

~~of such car has been determined the LESSEE shall pay to the LESSOR an amount equal to the rental due hereunder for such car to the date of such payment plus a sum equal to the depreciated valuation of such cars as provided for in the interchange rules of the Association of American Railroads.]~~ Upon payment of such sum for such car, the term of this lease as to such car shall terminate, title to such car shall pass to and vest in the LESSEE, without necessity of further act and without any representation or warranty whatsoever on the part of the LESSOR, and the LESSEE shall assume all responsibility in respect to the ownership of such car.

The LESSEE shall pay to the LESSOR within 10 days of receipt an amount equal to the depreciated value of such car as provided for in the interchange rules of the Association of American Railroads.

CASUALTY OCCURRENCE (continued):

In the event the LESSOR or the LESSEE shall receive any payment from any governmental authority by reason of any casualty occurrence to a unit resulting from any taking or requisitioning of such unit, the LESSEE shall be entitled to such payment to the extent the same does not extend the monies duly paid by the LESSEE to the LESSOR under the terms of this casualty occurrence section, and the LESSOR shall be entitled to any remaining portion of such payment which shall be promptly paid over to the LESSOR.

Notwithstanding the provisions of the foregoing the LESSEE may self-insure against casualty occurrence risks to the same extent that it self-insures any similar items of railroad equipment which it owns.

OPTION TO CANCEL:

This lease may be terminated by either LESSOR or LESSEE (however, LESSEE may not terminate if it is in default of any term or provision of this lease) delivering to the other party a written notice stating the termination date. That termination date must not be less than 90 days from the date said notice is delivered to the party entitled to receive said notice.

Lease Agreement No. 010681

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

TRANSPORTATION CORPORATION OF AMERICA
"LESSOR"

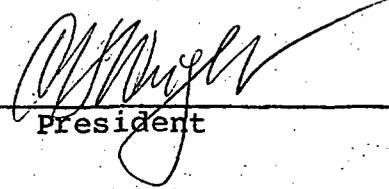
(CORPORATE SEAL)

ATTEST:



Assistant Secretary

By: _____

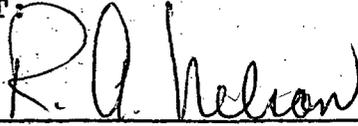


President

MINNEAPOLIS, NORTHFIELD AND SOUTHERN
RAILWAY, INC.
"LESSEE"

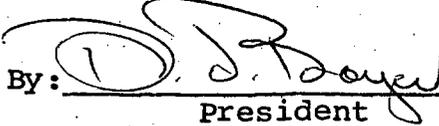
(CORPORATE SEAL)

ATTEST:



Secretary

By: _____

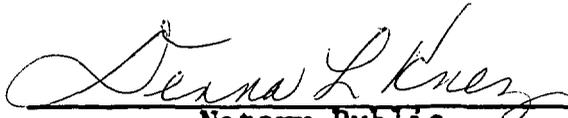


President

D. J. BOYER
PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9th day of February 1981, before me personally appeared C. N. Wright, to me personally known who being by me duly sworn, says that he is a ~~Vice~~ President of TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to authority given under the articles and by-laws of the corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



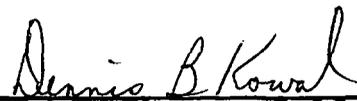
Notary Public

(SEAL)

My Commission Expires: 1-11-85

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 2nd day of February, 1981, before me personally appeared D. J. Boyer, to me personally known who being by me duly sworn, says that he is President of MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC., an Minnesota corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to authority given under the articles and by-laws of the corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(SEAL)

My Commission Expires:
August 3, 1984

CERTIFICATE OF INSPECTION AND ACCEPTANCE

TO: THRALL CAR MANUFACTURING COMPANY
P. O. Box 218
Chicago Heights, Illinois 60411

Gentlemen:

The undersigned duly appointed inspector and representative of
MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC. _____ (LESSEE)
hereby certifies that he has made a thorough examination of the following Railroad Cars
bearing numbers as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS</u>
TwentyFive (25)	4750 Cu. Ft. Capacity 100-Ton Covered Hopper Cars	MNS 3300 Thru 3324, both inclusive

and hereby accepts them for Lessee under and pursuant to that certain Rider No. 1
dated January 22, 1981 for Lease dated January 6, 1981 between TRANSPORTATION
CORPORATION OF AMERICA and LESSEE: that each of said Cars is plainly marked and
stenciled on both sides of each Car with the words:

**Title to this car subject to documents filed with
the Interstate Commerce Commission.**

in readily visible letters, not less than 1" in height; and that each of said Cars fully
complies with the requirements, standards and specifications referred to in said Lease.

Inspector for MINNEAPOLIS, NORTHFIELD
AND SOUTHERN RAILWAY, INC.
LESSEE

Dated this _____ day of _____, 19_____.

EXHIBIT "I"

Rider No. 1 - Page Six (6)

INTERSTATE COMMERCE COMMISSION

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CAR INITIAL AND NUMBERS: MNS 3300 Through 3324, both inclusive

CAR OWNER'S MARKS: Title to this car subject to documents filed with the Interstate Commerce Commission

CLASS OF CAR: Covered Hopper (L0)

COMMODITY SERVICE: Grain and fertilizer

NUMBER OF CARS: Twenty-Five (25)

TRUCK CAPACITY: 100-Ton

CUBIC CAPACITY: 4750 Cubic Ft.

DELIVERY PERIOD: January and February, 1981

DELIVERY POINT: East Chicago, Indiana

RENTAL TERM: Sixty (60) Months

RENT: See Rider No. 1 - Page Two

CASUALTY OCCURRENCE: See Rider No. 1 - Page Two

OPTION TO CANCEL: See Rider No. 1 - Page Three

ASSIGNMENT OF CARS: LESSEE will assist LESSOR in developing assignments for the cars.

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RENT:

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In the event any car shall be or become lost, stolen, destroyed or irreparably damaged, for any cause whatsoever, or taken or requisitioned by condemnation or otherwise, (each such occurrence being hereinafter called a "casualty occurrence") during the term of this lease, the LESSEE shall within Ten (10) days after it shall have determined that such car has suffered a casualty occurrence, fully notify the LESSOR with respect thereto. ~~At the next rental date thereafter when the earnings of such car has been determined the LESSEE shall pay to the LESSOR an amount equal to the rental due hereunder for such car to the date of such payment plus a sum equal to the depreciated valuation of such cars as provided for in the interchange rules of the Association of American Railroads.~~ Upon payment of such sum for such car, the term of this lease as to such car shall terminate, title to such car shall pass to and vest in the LESSEE, without necessity of further act and without any representation or warranty whatsoever on the part of the LESSOR, and the LESSEE shall assume all responsibility in respect to the ownership of such car.

The LESSEE shall pay to the LESSOR within 10 days of receipt an amount equal to the depreciated value of such car as provided for in the interchange rules of the Association of American Railroads.

CASUALTY OCCURRENCE (continued):

In the event the LESSOR or the LESSEE shall receive any payment from any governmental authority by reason of any casualty occurrence to a unit resulting from any taking or requisitioning of such unit, the LESSEE shall be entitled to such payment to the extent the same does not extend the monies duly paid by the LESSEE to the LESSOR under the terms of this casualty occurrence section, and the LESSOR shall be entitled to any remaining portion of such payment which shall be promptly paid over to the LESSOR.

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OPTION TO CANCEL:

This lease may be terminated by either LESSOR or LESSEE (however, LESSEE may not terminate if it is in default of any term or provision of this lease) delivering to the other party a written notice stating the termination date. That termination date must not be less than 90 days from the date said notice is delivered to the party entitled to receive said notice.

Lease Agreement No. 010681

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

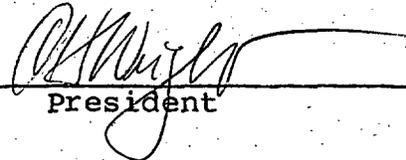
TRANSPORTATION CORPORATION OF AMERICA
"LESSOR"

(CORPORATE SEAL)

ATTEST:



Assistant Secretary

By: 

President

MINNEAPOLIS, NORTHFIELD AND SOUTHERN
RAILWAY, INC.
"LESSEE"

(CORPORATE SEAL)

ATTEST:



Secretary

By: 

D. J. BOYER
PRESIDENT
President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9th day of February 1981, before me personally appeared C. H. Wright, to me personally known who being by me duly sworn, says that he is a ~~Vice~~ President of TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to authority given under the articles and by-laws of the corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Tennal L. Cruz
Notary Public

(SEAL)

My Commission Expires: 1-11-85

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 2nd day of February, 1981, before me personally appeared D. J. Boyer, to me personally known who being by me duly sworn, says that he is President of MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC., an Minnesota corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to authority given under the articles and by-laws of the corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dennis B. Kowal
Notary Public

(SEAL)

My Commission Expires:
August 3, 1984

CERTIFICATE OF INSPECTION AND ACCEPTANCE

TO: THRALL CAR MANUFACTURING COMPANY
P. O. Box 218
Chicago Heights, Illinois 60411

Gentlemen:

The undersigned duly appointed inspector and representative of
MINNEAPOLIS, NORTHFIELD AND SOUTHERN RAILWAY, INC. _____ (LESSEE)
hereby certifies that he has made a thorough examination of the following Railroad Cars
bearing numbers as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS</u>
TwentyFive (25)	4750 Cu. Ft. Capacity 100-Ton Covered Hopper Cars	MNS 3300 Thru 3324, both inclusive

and hereby accepts them for Lessee under and pursuant to that certain Rider No. 1
dated January 22, 1981 for Lease dated January 6, 1981 between TRANSPORTATION
CORPORATION OF AMERICA and LESSEE: that each of said Cars is plainly marked and
stenciled on both sides of each Car with the words:

**Title to this car subject to documents filed with
the Interstate Commerce Commission.**

in readily visible letters, not less than 1" in height; and that each of said Cars fully
complies with the requirements, standards and specifications referred to in said Lease.

Inspector for MINNEAPOLIS, NORTHFIELD
AND SOUTHERN RAILWAY, INC.
LESSEE

Dated this _____ day of _____, 19____.

EXHIBIT "I"