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ALVORD AND ALVORD

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** ALSO A MEMBER OF DISTRICT OF COLUMBIA BAR

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

July 31, 1981

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C.

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INTERSTATE COMMERCE COMMISSION

TELEX
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Dear Madam:

Enclosed for recordation under the provisions of 49 U.S.C. §11303 and the regulations thereunder are the original and two counterparts or copies of:

- 1. Equipment Lease dated as of July 1, 1981 (Lease).
- A 2. Car Supply Agreement dated March 4, 1980 (Sublease).
- B 3. Amendment No. 1 to Car Supply Agreement dated as of June 10, 1981.
- C 4. Agreement of Assignment and Assumption dated as of July 8, 1981 (Agreement).

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A general description of the railroad equipment covered by the enclosed documents is as follows:

One hundred (100) 100-ton 4750 cubic foot covered hopper cars bearing identifying numbers CCLX 61001 through CCLX 61100, both inclusive.

Twenty-four (24) tank cars, 23,500 gallon nominal capacity, 100-ton roller bearing trucks, bearing identifying numbers RUSX 2601 through RUSX 2609 and RUSX 2611 through RUSX 2625, both inclusive.

Ninety (90) 100-ton 4750 cubic foot covered hopper cars bearing identifying marks TC 704

Agatha L. Mergenovich - C. T. Kappler

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through TC 793, both inclusive.

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

Lease

Lessor: Wells Fargo Capital Leasing Corporation
425 California Street
San Francisco, California 94104

Lessee: United States Rail Services, Inc.
633 Battery Street
San Francisco, California 94111

Sublease as amended*

Supplier: United States Lease Financing, Inc.
(Sublessor) 633 Battery Street
San Francisco, California 94111

User: Corn Products, a Unit of
(Sublessee) CPC International Inc.
International Plaza
Englewood Cliffs, New Jersey 07632

Agreement *

Assignor: United States Lease Financing, Inc.
(Address above)

Assignee: United States Rail Services, Inc.
(Address above)

User: Corn Products, a Unit of
CPC International Inc.
(Address above)

The undersigned is authorized agent for the Lessee for the purpose of submitting the enclosed documents for recordation.

Please return the documents not needed for recordation purposes to the undersigned or to the bearer hereof.

* Covers one hundred (100) covered hopper cars, CCLX 61001 - CCLX 61100 only

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Also attached is a remittance in the amount of
\$120.00 covering the required recordation fees.

Very truly yours,

ALVORD AND ALVORD

By: Charles T. Kappler

Charles T. Kappler

CTK/lac
Enclosures

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Amendment No. 1 to Car Supply RECORDATION NO. Filed 1425

Agreement

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INTERSTATE COMMERCE COMMISSION

Corn Products, a Unit of CPC International Inc.

("User") and United States Lease Financing, Inc. ("Supplier")
hereby agree as follows:

1. All terms used in this Agreement shall have the same meaning as in the Car Supply Agreement dated March 4, 1980 between Supplier and User.

2. The first paragraph of the recitals of the Car Supply Agreement is amended by the deletion of "ACF Industries, Inc." and the substitution of "Thrall Car Manufacturing Company, Chicago Heights, Illinois" therefor.

3. Section 2.1 of the Car Supply Agreement is amended by the deletion of "nine cents (\$0.09)" and the substitution of "twelve and forty-two one-hundredths cents (\$0.1242)" therefor.

4. Section 2.2. of the Car Supply Agreement is amended in its entirety to read as follows:

"2.2 Definition of Average Car Cost; Adjustment of Freight Allowance For Replacement Cars. "Average Car Cost" shall mean the total of the per Car average purchase price, the per Car average cost of delivery, and the per Car average sales and use taxes paid by Supplier. No adjustment shall be made to the Freight Allowance for the amount by which the Average Car Cost of the 100 Cars initially delivered by Thrall Car Manufacturing Company

exceeds \$40,000. In the event one or more Replacement Cars are delivered pursuant to Section 7, the Freight Allowance shall be increased \$0.0023 per every full \$1,000 that the Weighted Average Car Cost (as defined in Section 7.4) exceeds the Weighted Average Car Cost of the Cars then subject to this Agreement."

5. Subsection (a) of Section 2.3 is amended by the deletion of "eight (8)" and the substitution of "ten and one-half (10.5)" therefor.

6. Section 2.3 is further amended by the deletion of subsection (b) in its entirety and the substitution therefor of the following:

"(b) No adjustment in the Freight Allowance shall be made during the Term for increases or decreases in the Shipper's Differential between fourteen cents (\$0.14) and twenty-eight cents (\$0.28) per hundred pounds per hundred pounds."

"(c) If at any time during the Term the Shipper's Differential is adjusted and the Shipper's Differential following such adjustment is greater than twenty-eight cents (\$0.28) per hundred pounds, then effective as of the date of such adjustment the Freight Allowance shall be adjusted to equal the sum of (i) the Freight Allowance on the First Car Delivery and (ii) fifteen (15) percent of the difference between twenty-eight cents (\$0.28) per hundred pounds and the Shipper's Differential following such adjustment."

7. The Car Supply Agreement shall be amended by the addition of a new Section 2.14 to read in its entirety as follows:

2.14 Supplier's Payment of Certain Costs.

(a) Computation and Payment. Supplier shall pay to User the amount by which (i) the total of the Net Costs incurred by User in a calendar year (or other period as hereinafter set forth) and paid by User during such year (or other period) or within 30 days thereafter exceeds, (ii) the total revenues ("Revenues") for such year (or other period) earned as a result of the difference between the Shipper's Differential and the Freight Allowance. Supplier shall pay such amount to User within 10 days following User's delivery to Supplier of notice of the amount due for such calendar year or other period and such documentation detailing and supporting the requested payment as Supplier shall reasonably request. Supplier shall not be obligated to make any payment under this Section 2.14 for any period during the Term that the Shipper's Differential equals or exceeds \$0.165 per hundred pounds.

Amounts due User hereunder shall be computed on a calendar year basis. If for any reason Supplier is obligated under this Section 2.14 to make payment for a period which is less than a full calendar year, the Net Costs and such Revenues for such partial year shall be aggregated.

Supplier's obligation to pay any amount under this Section 2.14 shall not modify, reduce or otherwise affect any other right or obligation of Supplier or User under this Agreement.

The term "Net Costs" shall mean for the appropriate period the total of:

(1) the insurance premiums, net of any refunds or other adjustments, paid by User to carry the insurance required for such period by Section 8.

(2) The reasonable costs and expenses incurred by User to maintain, alter, improve, modify or otherwise change the Cars during such period pursuant to Section 5.1; provided, however, such costs and expenses shall not include any cost or expense for which User has a right to be reimbursed by any railroad, the Car manufacturer, any entity insuring the Car(s) or any other third party.

(3) The taxes, assessments, fees and other governmental charges (other than taxes measured by User's net income) paid for such period by User pursuant to Section 10, net of any refunds, or repayments, or other reductions thereof received by User.

(b) Carry-forward Adjustment. In the event that the Shipper's Differential is increased to an amount greater than \$0.165 per hundred pounds and is subsequently reduced to an amount less than \$0.165 per

hundred pounds, Supplier shall be entitled to a credit against any amount due User pursuant to subsection (a) equal to the lesser of the following amounts:

1. The total revenues earned by User for the period the Shipper's Differential was greater than \$0.165 per hundred pounds as a result of the Shipper's Differential being in excess of \$0.165 per hundred pounds; or

2. The amount, if any, by which (i) the total revenues for the period the Shipper's Differential was greater than \$0.165 per hundred pounds earned as a result of the difference between the Shipper's Differential and the Freight Allowance, exceeds (ii) the total of the Net Costs incurred by User in such period and paid by User in such period or within 30 days thereafter.

8. Exhibit A to the Car Supply Agreement is hereby amended to read in its entirety as follows:

EXHIBIT A

SPECIFICATIONS

For 100 - 100 Ton Roller Bearing 4750 CF covered hopper cars, equipped with trough hatches and gravity outlets, built generally to specification Dab 790-F. The following will be included:

- a. MDA snubbing devices.
- b. 2 Wear Wheels.

- c. Hardened bushings to be used in brake system.
- d. Roller Bearing Adaptor with hardened crowns and shoulders.
- e. Pedestal liners to be applied in side frames.
- f. Bolster wear plates and center plate liners from DAYCO.

9. Supplier and User designate Grand Island, Nebraska as the Delivery Site for the Cars.

10. In no other way shall the Car Supply Agreement be modified, amended, or otherwise affected by this Agreement.

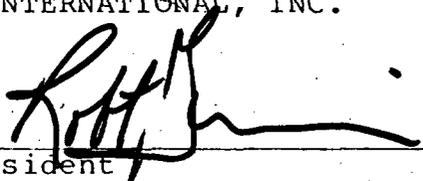
11. The effective date of this Agreement and the amendments to the Car Supply Agreement set forth herein shall be June 10, 1981.

In Witness Whereof, the parties have executed this Agreement as of June 10, 1981.

UNITED STATES LEASE FINANCING, INC.

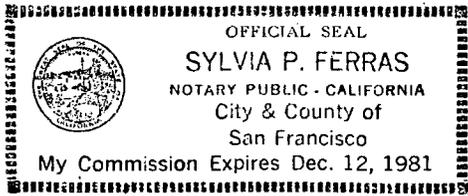
By 
Title Vice-President

CORN PRODUCTS, A UNIT OF
CPC INTERNATIONAL, INC.

By 
President

STATE OF CALIFORNIA)
)
) SS
CITY AND COUNTY OF SAN FRANCISCO)

On this 5th day of August, 1981, before me personally appeared Frederick E. Branstetter, to me personally known, who being by me duly sworn, says that he is Vice President of UNITED STATES LEASE FINANCING, INC., 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.



Sylvia P. Ferras
Notary Public

(NOTARIAL SEAL)

My commission expires: ~~My Commission Expires Dec. 12, 1981~~

STATE OF NEW JERSEY)
)
) SS
CITY AND COUNTY OF BERGEN)

On this ^{5th} day of ^{August} 1981, before me personally appeared R. J. Gillespie, to me personally known, who being by me duly sworn, says that he is President of CORN PRODUCTS, A UNIT OF CPC INTERNATIONAL, INC., that said 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 the free act and deed of said corporation.

Louise Ferris
Notary Public

(NOTARIAL SEAL)

My commission expires:

LOUISE FERRIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 28, 1984