

SIDLEY & AUSTIN  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

2049 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067  
213: 553-8100 TELEX 18-1391

55 EAST 52ND STREET  
NEW YORK, NEW YORK 10055  
212: 486-7717 TELEX 97-1696

1722 EYE STREET, N.W.  
WASHINGTON, D.C. 20006  
202: 429-4000 TELEX 89-463

31 ST. JAMES'S SQUARE  
LONDON, SW1Y 4JR, ENGLAND  
01: 930-5596 TELEX 21781

ONE FIRST NATIONAL PLAZA  
CHICAGO, ILLINOIS 60603  
TELEPHONE 312: 853-7000  
TELEX 25-4364

4298

P.O. BOX 190  
MUSCAT, SULTANATE OF OMAN  
722-411 TELEX 3266

P.O. BOX 4619  
DEIRA, DUBAI-U.A.E.  
9714-283194 TELEX 47216

5 SHENTON WAY  
SINGAPORE 0106  
65 224-5000 TELEX 28754

SIDLEY & AUSTIN & NAGUIB  
AHMED NESSIM STREET, B  
GIZA, CAIRO, EGYPT  
729-499 TELEX 93750

14298  
RECORDATION NO. Filed 1425

MAR 23 1984 -12 25 PM

INTERSTATE COMMERCE COMMISSION

MAR 23 1984 -12 25 PM March 20, 1984

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne  
Acting Secretary  
Interstate Commerce Commission  
Washington, DC 20423

No. 4-083 A068  
Date ... MAR. 23. 1984.  
Fee \$ 50.00

ICC Washington, D. C.

Dear Secretary Bayne:

I have enclosed an original and one fully executed counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a collateral assignment of lease, a primary document dated February 15, 1984.

We request that this document be cross indexed under Union Tank Car Company, 111 West Jackson Boulevard, Chicago, Illinois 60604.

The parties to the agreement are the Assignor, The Cropmate Company, 200 Embassy Plaza Building, Omaha, Nebraska 68114, Attention: Mr. Jack Dubs and the Assignee, Citicorp Industrial Credit, Inc., 200 South Wacker Drive, Chicago, Illinois 60606, Attention: Mr. John Podkowsky.

The collateral assignment of lease covers 91 railroad tank cars, 15 of which are type AA R-206-W:

- |            |            |
|------------|------------|
| UTLX 42238 | UTLX 42252 |
| UTLX 42244 | UTLX 42240 |
| UTLX 42245 | UTLX 42239 |
| UTLX 42246 | UTLX 42239 |
| UTLX 42247 | UTLX 42241 |
| UTLX 42248 | UTLX 42242 |
| UTLX 42250 | UTLX 42243 |
| UTLX 42251 | UTLX 42249 |
| UTLX 42252 |            |

Mr. James H. Bayne  
March 20, 1984  
Page Two

and 76 of which are type DOT-111-A-100-W-1:

UTLX 13531	UTLX 12324
UTLX 13534	UTLX 12310
UTLX 13538	UTLX 12208
UTLX 13539	UTLX 12209
UTLX 13532	UTLX 12210
UTLX 13571	UTLX 12212
UTLX 13572	UTLX 12213
UTLX 13579	UTLX 12214
UTLX 13580	UTLX 12215
UTLX 13581	UTLX 12296
UTLX 13583	UTLX 12298
UTLX 13585	UTLX 12314
UTLX 13587	UTLX 12316
UTLX 13588	UTLX 12325
UTLX 13590	UTLX 12326
UTLX 13593	UTLX 12327
UTLX 13594	UTLX 12328
UTLX 13596	UTLX 12329
UTLX 13599	UTLX 12330
UTLX 12297	UTLX 12331
UTLX 12299	UTLX 12334
UTLX 12301	UTLX 12211
UTLX 12302	UTLX 12216
UTLX 12303	UTLX 12217
UTLX 12304	UTLX 12218
UTLX 12305	UTLX 12219
UTLX 12306	UTLX 12220
UTLX 12307	UTLX 12221
UTLX 12308	UTLX 12222
UTLX 12309	UTLX 12223
UTLX 12311	UTLX 12224
UTLX 12312	UTLX 12225
UTLX 12313	UTLX 12300
UTLX 12315	UTLX 12320
UTLX 12317	UTLX 12321
UTLX 12318	UTLX 12322
UTLX 12319	UTLX 12332
UTLX 12323	UTLX 12333

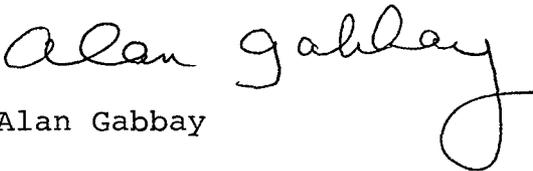
Mr. James H. Bayne  
March 20, 1984  
Page Three

A fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the attorneys for the Assignee, Sidley & Austin, One First National Plaza, Chicago, Illinois 60603, Attention: Mr. Alan Gabbay.

Following is a short summary of the document to appear in the index:

Collateral assignment of lease between Assignor, The Cropmate Comapny, 200 Embassy Plaza Building, Omaha, Nebraska 68114 and Assignee, Citicorp Industrial Credit, Inc., 200 South Wacker Drive, Chicago, Illinois 60606 covering 91 railroad tank cars, 15 of which are type 206 and 76 of which are type DOT-111-A-100-W-1.

Very truly yours,

  
Alan Gabbay

AG:cr  
Enclosure

Interstate Commerce Commission  
Washington, D.C. 20423

3/23/84

OFFICE OF THE SECRETARY

Alan Gabbay  
Sidley & Austin  
One First Natl. Plaza  
Chicago, Illinois 60603

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 **3/23/84** at **12:25PM** and assigned re-  
recording number(s).

14298

14298 A

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

MAR 23 1984 12 25 PM

UNION TANK CAR COMPANY

INTERSTATE COMMERCE COMMISSION

CAR SERVICE AGREEMENT

Effective this 1st day of September, 1983, UNION TANK CAR COMPANY, a Delaware corporation ("Lessor"), and THE CROPMATE COMPANY

a Nebraska corporation ("Lessee"), agree as follows:

ARTICLE I

LEASE OF CARS

SECTION 1.01. Lease. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, upon the terms and conditions set forth herein, the railway cars described in riders which may from time to time be added to this Agreement by agreement of the parties. (Such cars are referred to herein as the "cars" or "car".) This Agreement will be effective from the date hereof and will expire upon the expiration of the term of lease of the last car leased hereunder, except that all obligations of Lessee which have not been satisfied in full by that time shall continue until so satisfied.

SECTION 1.02. Term. The term of lease of each car shall be that specified in the rider with respect to such car and shall commence on the date the car is forwarded to Lessee or, in the case of a car which is to be lined, coated or otherwise modified at Lessee's request, the facility where such work is to be done. Lessor shall not be liable for delays due to causes beyond its reasonable control and, in the event of any such delay, Lessor shall forward the car to such location as soon as reasonably possible thereafter.

SECTION 1.03. Rental. The monthly rental rate for each car shall be that specified in the rider with respect to such car. Except as otherwise provided herein, Lessee shall pay Lessor such rental from the date the car is forwarded pursuant to Section 1.02 to the date the car is released to Lessor in the manner provided in Section 1.07. Lessor will allow Lessee mileage credits against such rental in the manner provided in Section 1.05.

SECTION 1.04. Payments. Lessor will invoice Lessee for rental monthly. Lessee shall pay all rental and other amounts required to be paid by it hereunder within ten (10) days of Lessor's invoice therefor.

SECTION 1.05. Mileage Credits. (a) All compensation paid by the railroads with respect to the use of any car shall be paid to and retained by Lessor, but Lessor shall credit mileage allowances earned by the car while on lease hereunder and actually received by it against rental hereunder to the extent and in the manner herein provided. Lessor will credit such mileage payments to Lessee's rental account as soon as practicable after receipt from Lessee of the information to be furnished by Lessee pursuant to Section 1.06.

(b) Credits for each movement for which mileage payments are made by a railroad will be computed using the applicable mileage rate of the railroad in effect on the date of movement and the distance as published in the mileage tariffs of such railroad, as follows: (i) for railroads allowing equal payments for each loaded and empty mile, credits will be based on double the loaded mileage rate times the number of loaded miles; and (ii) for railroads allowing for loaded miles only, credits will be based on loaded miles only.

(c) Credits will first be applied against rental for the entire calendar year in which such credits accrued. Excess credits, if any, will then be applied against rental for the preceding period this

Agreement was in effect to the extent not previously covered by credits. Any remaining credits will then be applied against rental for the five (5) succeeding calendar years, or such shorter period as this Agreement may remain in effect, but only after allowance of credits earned by the cars while on lease to Lessee during such period. Upon termination of this Agreement, any unused credits will be canceled and will remain the property of Lessor.

**SECTION 1.06. Reports.** In order to assist Lessor in the collection and crediting of mileage allowances pursuant to Section 1.05, Lessee shall promptly report to Lessor the point and date of shipment, routing and destination of each loaded car movement. If Lessee fails to provide such information to Lessor within three (3) years of the date of such movement, Lessee will not be entitled to any mileage credits with respect to such movement. Lessee shall provide Lessor such other information concerning any car as Lessor may from time to time reasonably request.

**SECTION 1.07. Return of Cars.** Promptly upon the expiration or earlier termination of this Agreement as to any car, Lessee shall release such car to a forwarding railroad within the boundaries of the continental United States (excluding Alaska) in accordance with disposition instructions furnished by Lessor. Lessee shall release such car empty, clean, free of all residue and otherwise in the same condition in which it was furnished except for ordinary wear and tear and such maintenance and repairs as are the responsibility of Lessor hereunder; and if the car is not released in such condition, rental shall continue until the required cleaning, maintenance and repairs have been completed at Lessee's expense. If any car is not so released within twenty-one (21) days after the expiration of the term of lease of such car, Lessee shall pay Lessor rental until the car is so released at a rate equal to three times the rate specified in the rider as to such car. Such payment shall be in addition to any other remedies Lessor may have hereunder.

## ARTICLE II

### CONDITION AND CARE OF CARS

**SECTION 2.01. Condition of Cars.** Lessee shall be solely responsible for determining that each car is in proper condition for loading and shipment.

**SECTION 2.02. Cleaning of Cars.** Any cleaning of cars that may be necessary to prepare them for shipment of commodities by or for Lessee shall be done at Lessee's expense and responsibility unless otherwise agreed in writing.

**SECTION 2.03. Maintenance of Cars: Lessor.** Except as otherwise provided in this Agreement, Lessor is responsible for maintaining and repairing the cars in accordance with the Code of Interchange Rules of the Association of American Railroads and the regulations of the U.S. Department of Transportation and other U.S. federal authorities having jurisdiction. Lessor shall have no such responsibility until informed of the need for such maintenance or repair. If any car requires maintenance or repairs which are Lessor's responsibility hereunder, Lessee shall so notify Lessor and shall cause such car to be delivered empty to a repair location designated by Lessor; and if requested by Lessor, Lessee shall cause the car to be cleaned of all residue at Lessee's expense. If Lessor determines that the car requires repairs the cost of which, in Lessor's opinion, could not be recovered economically over the remaining useful life of the car, Lessor shall have the right to terminate this Agreement with respect to such car upon notification to Lessee.

**SECTION 2.04. Maintenance of Cars: Lessee.** Lessee may make repairs to the lining or coating of any car but shall not otherwise modify or repair any car without first obtaining the prior written approval of Lessor.

**SECTION 2.05. Modification.** If at any time after the effective date of any rider, a modification to any car covered thereby should be required by any governmental, railroad or other authority, Lessor may (but shall not be required to) make such modification. If Lessor elects to make such modification, (i) Lessee shall deliver the car to such shop and at such time as Lessor shall designate for the

purpose thereof, (ii) rental as to such car shall abate for the same period as is specified under Section 2.08 for a car requiring repairs, and (iii) rental as to such car shall be increased by an amount determined as provided in the rider covering such car commencing on the first day of the month immediately following the month in which such modification is completed. If Lessor elects not to make such modification, Lessee may, with Lessor's prior written consent, make such modification at its own expense.

**SECTION 2.06. Interior Coatings or Linings.** If the interior of any car is to be newly coated or lined prior to the initial use of such car by Lessee or at any other time during the term of lease of such car, the application or installation of any such coating or lining shall be at Lessee's expense. Lessee will maintain, repair or replace any coating or lining (whether newly installed or previously used) as may be required in connection with its use of any car. If requested by Lessor, Lessee will, at Lessee's expense, remove any coating or lining prior to the return of the car to Lessor.

**SECTION 2.07. Lessee Improvements.** All additions and improvements to any car made at Lessee's request, including without limitation parts, accessories, linings, coatings and modifications, shall be considered accessions to such car, and title thereto shall immediately vest in Lessor without cost or expense to Lessor. If requested by Lessor, Lessee shall, at Lessee's expense, remove any such additions or improvements prior to the release of any car.

**SECTION 2.08. Abatement of Rental.** (a) Except as provided in Sections 2.08(b) and 2.10, if any car is reported as bad order and requires repairs, or if any car is removed from service at Lessor's request for preventive maintenance, inspection or testing, rental as to such car shall cease as of the date Lessor receives notice from Lessee that the car has been forwarded empty to a shop designated by Lessor and shall resume upon completion of such repairs, preventive maintenance, inspection or testing.

(b) There shall be no abatement of rental when (i) modifications or other work to a car which are not the responsibility of Lessor hereunder are performed at Lessee's request, (ii) a car is out of service for coating or lining application, maintenance or removal, (iii) a car is reported bad order at a time when it is overdue for inspection, testing or maintenance and Lessor has given Lessee reasonable advance notice of such requirement, (iv) the repairs are the responsibility of Lessee hereunder or (v) performance of the repairs is the responsibility of a railroad and such repairs are not made at a shop designated by Lessor.

**SECTION 2.09. Damage to Cars; Lost or Damaged Parts.** (a) Lessee shall be liable for all damage to any car which (i) is caused by the negligence or misconduct of Lessee or its agents or customers or (ii) occurs while such car is located on the premises of Lessee, its agents or customers, regardless of the cause thereof.

(b) In addition, if any car part (including, but not limited to, outlet caps, valves, dome coverings and fittings) is damaged, lost or removed without the consent of Lessor, Lessee shall be liable therefor, regardless of the cause thereof, unless (i) full responsibility therefor has been assumed by one or more railroads or (ii) such loss or damage occurs while the car is located at a repair facility of Lessor and is the result of the negligence or misconduct of Lessor or its agents.

(c) If any car suffers corrosion or other damage related to or connected with the commodity or other material placed or allowed to accumulate in or on the car, or to which the car is exposed, Lessee shall be liable for such damage, regardless of how caused and whether or not due to Lessee's negligence. Such damage shall not be considered "ordinary wear and tear." Prior to the commencement of the term of lease of any car, Lessor will, if requested by Lessee, arrange a joint inspection of the car at a repair shop designated by Lessor. Unless prior to the first loading of the car by Lessee a joint inspection report setting forth the nature and amount of any then existing damage is signed by both parties, it shall be conclusively presumed that the car was free of corrosion or other commodity-related damage at the time of commencement of the term of lease of such car.

**SECTION 2.10. Destroyed Cars.** If any car is destroyed (including damage which, in Lessor's opinion, would require repairs the cost of which could not be recovered economically over the re-

maining useful life of the car), rental therefor will cease on the later of (i) the date of such destruction, (ii) the date the commodity, if any, loaded therein has been unloaded by Lessee or (iii) if Lessee is liable for such loss hereunder, the date Lessee pays to Lessor the depreciated value of such car determined in accordance with the AAR Interchange Rules.

**SECTION 2.11. Substitution of Cars.** If any car is destroyed or requires repairs which Lessor determines would be uneconomical to perform, Lessor may, but shall not be obligated to, furnish Lessee a replacement car of the same type and upon the same terms. If Lessor elects to furnish a replacement car, such car shall become subject to the terms hereof on the date such car is forwarded to Lessee. All provisions of this Agreement shall apply to any replacement car; and upon request of Lessor, Lessee shall execute such documents as may be necessary to effect the substitution.

### ARTICLE III

#### USE OF CARS

**SECTION 3.01. Commodities.** Lessee shall not use any car for the transportation or handling of any commodity or other material which may damage the car.

**SECTION 3.02. Area of Use.** Each car shall be used exclusively within the boundaries of the continental United States of America, Canada and Mexico. Lessee shall be responsible for all customs duties, taxes and other charges made by any governmental or other authority or any railroad and for complying with all governmental and other requirements arising in connection with any car leaving, operating outside of or returning to the boundaries of the continental United States; and Lessee shall indemnify Lessor against and hold it harmless from any damages, losses, liabilities, costs and expenses connected therewith.

**SECTION 3.03. Compliance With Laws.** Lessee shall use the cars in compliance with all laws and regulations of all federal, state, local and foreign authorities having jurisdiction thereof.

**SECTION 3.04. High Mileage.** Lessee shall not, without the prior written consent of Lessor, use any car or permit such car to be used in such a manner that in any calendar year it accumulates in excess of the maximum mileage (loaded and empty) specified in the rider as to such car. If the mileage specified is exceeded, Lessee shall pay Lessor a mileage charge in the amount specified in such rider for each mile such car moves in excess of such limitation.

**SECTION 3.05. Sublease and Assignment.** Lessee shall not loan or sublet any car or transfer or assign any of its interests or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of Lessor, except that Lessee may loan or sublet cars to (i) its affiliated companies, or (ii) its consignees or suppliers in connection with the handling of commodities sold, bought or supplied for the account of Lessee and transported therein. No sublease, assignment or transfer of any car or any interest in this Agreement shall relieve Lessee of any of its obligations hereunder.

**SECTION 3.06. Empty Mileage.** Lessee shall use its best efforts to minimize the empty mileage traveled by the cars on each railroad over which they move. With respect to each calendar year or portion thereof during the term of this Agreement, Lessee shall pay Lessor an amount equal to the charges, if any, that Lessor would have had to pay railroads or other parties by reason of the empty mileage traveled by the cars if the cars (i) had been the only railway cars which either were owned by Lessor or carried its reporting marks and (ii) had been in use during such year only while they were on lease hereunder.

**SECTION 3.07. Use of Cars Under AAR Circular OT-5.** Whenever approval of the originating line haul carrier(s) is required in order that cars may be placed in service pursuant to AAR Circular OT-5 and any revisions or successors thereto, Lessor shall, upon written request of Lessee, use reasonable efforts to aid Lessee in obtaining such approval. In no event shall Lessor be liable if any such approval is not obtained for any reason or is withdrawn or modified, and this Agreement shall continue

in full force and effect notwithstanding such withdrawal or modification or the failure to obtain such approval.

**SECTION 3.08. *Additional Charges.*** Lessee shall use each car in compliance with the tariffs and other requirements from time to time applicable to such car or its use, and if any charges are made against Lessor by any railroad in connection with the use of such car, Lessee shall pay Lessor for such charges within the period prescribed by, and at the rates and under the conditions established by, said tariffs. Lessee shall pay (or reimburse Lessor upon demand for) all costs, charges and expenses relating to switching, demurrage, detention, storage, special handling, transportation or movement of any car, including but not limited to freight and switching charges for movement to and from repair shops, storage or terminal facilities. Lessee's tracks shall be considered home tracks for the cars and Lessor shall have the use thereof without charge.

**SECTION 3.09. *Investment Tax Credit.*** Lessee agrees to use each car predominantly within the United States within the meaning of Section 48(a)(2)(A) of the U.S. Internal Revenue Code of 1954, as amended. If all or any portion of the investment tax credit with respect to such car otherwise allowable to Lessor (or its assigns) pursuant to such Code is disallowed or recaptured as a direct or indirect result of Lessee's violation of this Section, Lessee shall pay Lessor an amount which, after deduction of all federal, state and local taxes in respect of the amount payable by Lessee to Lessor under this Section, shall be equal to such credit or portion thereof so disallowed or recaptured.

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

**SECTION 4.01. *Marking.*** No marking of any kind shall be placed upon any car without the prior written consent of Lessor, except that (i) Lessee may cause any car to be stencilled, boarded or placarded with letters not to exceed two inches (2") in height to indicate to whom the cars are leased and (ii) any car may be marked in accordance with the applicable requirements of the Association of American Railroads or any governmental or other regulatory authority having jurisdiction over such car. If requested by Lessor, Lessee will remove any such markings at the termination of the lease of such car.

**SECTION 4.02. *Damage to or by Commodities.*** Lessor shall not be liable for any loss of or damage to any commodity loaded or shipped in any car, regardless of how such loss or damage may be caused. Lessee shall indemnify Lessor against and hold Lessor harmless from all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the loss of or damage to any such commodity or the loading, unloading, spillage, leakage, emission or discharge of commodity in or from the car, including without limitation any liability for injury, death, property damage or environmental pollution.

**SECTION 4.03. *Taxes and Liens.*** Lessor shall be liable for and pay all personal property taxes properly imposed on or measured by the cars or the mileage thereon by any jurisdiction within the United States and file all property tax returns relating thereto. Lessee shall be liable for and shall pay or reimburse Lessor for the payment of other taxes and governmental charges arising out of the ownership, possession, lease, rental, sale, use, operation, storage or delivery of any car (including, but not limited to, sales, use, leasing or excise taxes but not including any tax which is based upon or measured by Lessor's net income), together with any penalties, fines and interest thereon. Lessee shall keep the cars free from all liens and encumbrances other than those created by or resulting from the actions of Lessor.

**SECTION 4.04. *Subordination.*** This Agreement and all rights of Lessee (and of any persons claiming or who may hereafter claim under or through Lessee) are hereby made subject and subordinate to any security agreements, chattel mortgages, conditional sale agreements, lease agreements, equipment trust agreements and other security instruments heretofore or hereafter created by Lessor with respect to any cars. Any sublease of cars made by Lessee and otherwise permitted by Section 3.05

shall contain language which expressly makes such sublease subject to the subordination contained herein. At Lessor's election, any car may be marked to indicate the rights of Lessor, or of a trustee, mortgagee, pledgee, assignee or other holder of a security interest in such car, or a lessor to Lessor.

**SECTION 4.05. Indemnification.** Lessee shall defend (if such defense is tendered to Lessee), indemnify and hold Lessor harmless from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the use of any car during the term of this Agreement, except claims, liabilities, losses, damages, costs and expenses (i) for which one or more railroads has assumed full responsibility or (ii) which result solely from the active negligence or willful misconduct of Lessor.

**SECTION 4.06. Past Due Payments.** Any rental or other sum payable to Lessor under this Agreement and not paid when due shall (whether or not Lessor shall then be entitled to exercise its rights under Section 4.07) thereafter bear interest at a rate per annum equal to the greater of (a) 12% or (b) the prime rate in effect from time to time at The First National Bank of Chicago (but not in excess of the maximum rate permitted by law).

**SECTION 4.07. Default.** If (a) Lessee defaults in the payment when due of any rental or other sum required to be paid by it under this Agreement or defaults in the performance or observance of any other term or condition to be performed or observed by it under this Agreement and any such default continues for fifteen (15) days after Lessor shall have mailed written notice to Lessee specifying such default and demanding the same to be remedied, or (b) any bankruptcy, reorganization, arrangement, insolvency, receivership or similar proceeding is instituted by or against Lessee or substantially all of its property (and, in the case of a proceeding instituted against Lessee and not consented to by Lessee, such proceeding shall remain undischarged or unstayed for thirty (30) days), then Lessor shall have the right, at its option, to do any one or more of the following: (i) proceed by appropriate court action to enforce performance by Lessee of the terms of this Agreement, to recover damages for the breach thereof, or both, (ii) terminate this Agreement with respect to any or all of the cars and Lessee's rights thereunder with respect to such cars, and (iii) immediately take possession of the cars without demand or notice and without hearing, court order or other process of law (Lessee hereby waiving all damages occasioned by such taking of possession).

If Lessor elects to proceed under clause (iii) above, Lessor may, at its option (but shall not be required to), lease any of the cars for such rental and upon such terms and conditions as Lessor may deem appropriate. Lessee shall pay Lessor on demand (a) the deficiency, if any, during the balance of the term of this Agreement between the rental provided for under this Agreement and any rental paid by others with respect to the lease of the cars, (b) all costs and expenses of repossessing, storing and renting any cars, (c) cleaning charges and charges for repairing damage to the cars which is Lessee's responsibility under this Agreement, and (d) any other losses, damages, costs and expenses arising from Lessee's default.

The remedies provided herein are not exclusive but are cumulative and in addition to all other remedies existing at law or in equity. Lessee shall pay Lessor on demand all of Lessor's costs and expenses arising from Lessee's default, including reasonable attorneys' fees and costs of collection. No termination, repossession or other act of Lessor after default shall relieve Lessee from any of its aforesaid obligations. No waiver of any default shall be effective unless in writing signed by Lessor.

Lessee shall not be entitled to any mileage credits after any such default and as long as it continues.

**SECTION 4.08. Warranties.** Lessor's obligations with respect to the cars are expressly limited to those set forth in this Agreement, and LESSOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, NOR SHALL LESSOR HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CAR LEASED HEREUNDER. Lessee shall be solely respon-

sible for determining that the specifications and design of any car are appropriate for the commodities loaded therein.

SECTION 4.09. *Governing Law.* This Agreement and performance of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois.

SECTION 4.10. *Severability.* If any provision of this Agreement shall be held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision but this Agreement shall continue in full force and effect as if such provision had not been a part hereof.

SECTION 4.11. *Headings.* The Article and Section headings used herein are for convenience of reference only and shall not be used in interpreting this Agreement.

SECTION 4.12. *Waiver.* This Agreement may not be amended or modified except by written agreement signed by the parties. No waiver of any provision of this Agreement shall be effective unless in writing signed by the party against whom enforcement of such waiver is sought, and unless otherwise expressly so provided such waiver shall be limited only to the specific situation for which it was given.

SECTION 4.13. *Benefit.* This Agreement shall be binding upon and inure to the benefit of Lessor and its successors and assigns, and Lessee and (to the extent permitted by Section 3.05) its successors and assigns.

SECTION 4.14. *Entire Agreement.* This Agreement, including all riders and other documents attached hereto or incorporated by reference herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other understandings, oral or written, with respect to the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UNION TANK CAR COMPANY,  
Lessor

By K.P. Juell  
Title Vice President-Marketing Services

THE CROPMATE COMPANY,  
Lessee

By J.H. Dubs  
Title J. H. Dubs, General Manager  
Manufacturing & Distribution

RIDER NO. 1 TO CAR SERVICE AGREEMENT

Effective this first day of September, 1983  
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor, and  
THE CROPMATE COMPANY

Lessee, dated September 1, 1983, and the cars described herein shall be leased to  
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental shown  
 below:

<u>CLASS OR TYPE OF CAR</u>	<u>APPROXIMATE CAPACITY (Gallonage)</u>	<u>MONTHLY RENTAL (Per Car)</u>
Jacketed-piped, insulated, AAR-206-W, consisting of two (2) shells--inner shell being 316 ELC stainless steel with sloping bottom, and outer shell carbon steel, four inches (4") Urethane foam insulation, exterior panel heater system, various stainless steel fittings, and double shelf couplers.	12,200	\$358.50
UTLX 42238, 42244, 42245, 42246, 42247, 42248, 42250, 42251		
Jacketed-piped, insulated, AAR-206-W, consisting of two (2) shells--inner shell being 316 ELC stainless steel with sloping bottom, and outer shell carbon steel, four inches (4") Urethane foam insulation, exterior panel heater system, various stainless steel fittings, and double shelf couplers.	12,200	357.50
UTLX 42252		
Jacketed-piped, insulated, AAR-206-W, consisting of two (2) shells--inner shell being 316 ELC stainless steel with sloping bottom, and outer shell carbon steel, four inches (4") Urethane foam insulation, exterior panel heater system, various stainless steel fittings, and double shelf couplers.	12,200	356.50
UTLX 42240		

Jacketed-piped, insulated, AAR-206-W, consisting of two (2) shells--inner shell being 316 ELC stainless steel with sloping bottom, and outer shell carbon steel, four inches (4") Urethane foam insulation, exterior panel heater system, various stainless steel fittings, and double shelf couplers.

12,200

\$347.50

UTLX 42239, 42241, 42242, 42243, 42249

For each of the above five (5) cars upon application of double shelf couplers.....\$358.50

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with a useful life equal to that of the car itself will be 1.45% of the cost of the modification, and the sum to be added to the monthly rental rate for a modification with a useful life less than that of the car will be an amount which will recover the cost of the modification, including the implicit cost of money at 10% per annum, over the estimated life of such a modification.

Per Section 3.04. The mileage limitation hereunder is 35,000 miles per calendar year per car. The mileage charge shall be incorporated into this rider as a part of Lessor's written consent that mileage limitation may be exceeded. If mileage limitation is exceeded without request for Lessor's prior consent, mileage charge will be determined by Lessor at close of calendar year accounting period.

The minimum rental period for the cars leased hereunder shall be beginning September 1, 1983 twenty-eight (28)

months, and the cars will continue under lease thereafter for further successive sixty (60) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancelation shall be given by either party to the other at least sixty (60) days prior to the expiration of the initial term or any successive term for cars covered by this rider. Thereafter, this rider will terminate automatically upon the date of release of the last car covered by this rider.

Effective Riders 1 through 6 Cancels Rider No. \_\_\_\_\_

Union Tank Car Company (Lessor)

THE CROPMATE COMPANY (Lessee)

By K.P. Jurek  
Vice President-Marketing Services

By J.H. Dubs  
J. H. Dubs, General Manager  
Manufacturing & Distribution

RIDER NO. 2 TO CAR SERVICE AGREEMENT

Effective this first day of September, 1983  
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor, and  
THE CROPMATE COMPANY

Lessee, dated September 1, 1983, and the cars described herein shall be leased to  
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental shown  
 below:

CLASS OR TYPE OF CAR	APPROXIMATE CAPACITY (Gallorage)	MONTHLY RENTAL (Per Car)
DOT 111-A-100-W-1 Heater-piped, insulated, equipped with four inches (4") of insulation, stainless steel heater-piped, steam jacketed nozzle, stainless steel top and bottom unloading, double shelf couplers, safety dome platform and an interior lining of rubber.	12,200	\$294.00
UTLX 13531, 13534, 13538, 13539		
DOT 111-A-100-W-1 Heater-piped, insulated, equipped with four inches (4") of insulation, stainless steel heater-piped, steam jacketed nozzle, stainless steel top and bottom unloading, double shelf couplers, safety dome platform and an interior lining of rubber.	12,200	369.00
UTLX 13532		

The sum of \$115.50 per month per car shall be added to the monthly rental of the cars here-  
 under in consideration for the modifications consisting of (i) replacing the original acid  
 fittings with a 316 stainless steel hinged and bolted manway and (ii) replacing the original  
 external bottom ball valve with a new midland bottom operated plug valve. Such addition  
 shall be made for a period of thirty-seven (37) consecutive months beginning September 1,  
 1983 and such addition shall be in addition to all other additions to the monthly rental of  
 each car. In the event any car shall be transferred to another rider during said thirty-  
 seven (37) month period such addition shall be carried forward to the terms of such rider  
 for the then unexpired portion of said thirty-seven (37) month period for car in the event  
 any car shall be released by Lessee prior to expiration of said thirty-seven (37) month  
 period an amount equal to the sum of such monthly additions for the then unexpired portion  
 of said thirty-seven (37) month period will be added to the last whole months rental for  
 car.

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with a useful life equal to that of the car itself will be 1.45% of the cost of the modification, and the sum to be added to the monthly rental rate for a modification with a useful life less than that of the car will be an amount which will recover the cost of the modification, including the implicit cost of money at 10% per annum, over the estimated life of such a modification.

Per Section 3.04. The mileage limitation hereunder is 35,000 miles per calendar year per car. The mileage charge shall be incorporated into this rider as a part of Lessor's written consent that mileage limitation may be exceeded. If mileage limitation is exceeded without request for Lessor's prior consent, mileage charge will be determined by Lessor at close of calendar year accounting period.

The minimum rental period for the cars leased hereunder shall be beginning September 1, 1983 twenty-nine (29)

months, and the cars will continue under lease thereafter for further successive sixty (60) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancelation shall be given by either party to the other at least sixty (60) days prior to the expiration of the initial term or any successive term for cars covered by this rider. Thereafter, this rider will terminate automatically upon the date of release of the last car covered by this rider.

Effective Riders 1 through 6 Cancels Rider No. \_\_\_\_\_

Union Tank Car Company (Lessor)

By K. P. Jones

Vice President-Marketing Services

THE CROPMATE COMPANY (Lessee)

By J. H. Dubs

J. H. Dubs, General Manager  
Manufacturing & Distribution

AMENDMENT NO RIDER NO. 2

Effective this first day of September, 1983 Rider No. 2 of Car Service Agreement between Union Tank Car Company, Lessor, and Cropmate Company, Lessee, dated September 1, 1983, is amended by the addition of the following:

Provisions to the contrary in Section 2.06 to the notwithstanding, the interior lining of rubber in each car hereunder that is in such car on September 1, 1983 shall be considered as a part of such car and under Agreement the respective responsibilities of Lessor and Lessee with respect to cars and/or parts thereof shall be construed to include such interior lining. If any such interior lining in any such car shall fail, be damaged beyond repair, or be no longer economical to repair, Lessor will, at its expense, remove such interior lining from such car, however, if such removal is necessitated by reason for which Lessee is liable under Agreement, Lessee will pay Lessor, in a lump sum, an amount equal to the then unamortized portion of the original cost of such interior coating. Terms with respect to installation of new interior linings in cars shall be based on cost of such installation and upon such terms and conditions as are then mutually agreed between the parties hereto.

UNION TANK CAR COMPANY (LESSOR)

THE CROPMATE COMPANY (LESSEE)

BY



Vice President-Marketing Services

BY



J. H. Dubs, General Manager  
Manufacturing & Distribution

RIDER NO. 3 TO CAR SERVICE AGREEMENT

Effective this first day of September, 1983  
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor, and  
THE CROPMATE COMPANY

Lessee, dated September 1, 1983, and the cars described herein shall be leased to  
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental shown  
 below:

CLASS OR TYPE OF CAR	APPROXIMATE CAPACITY (Gallonage)	MONTHLY RENTAL (Per Car)
DOT 111-A-100-W-1 Heater-piped, insulated, equipped with four inches (4") of insulation, stainless steel heater-pipes, steam jacketed nozzle, stainless steel top and bottom unloading, double shelf couplers, safety dome platform and an interior lining of rubber.	12,200	\$314.00
UTLX 13571, 13572, 13579, 13580, 13581, 13583, 13585, 13587, 13588, 13590, 13593, 13594, 13596, 13599		

The sum of \$115.50 per month per car shall be added to the monthly rental of the cars here-  
 under in consideration for the modifications consisting of (i) replacing the original acid  
 fittings with a 316 stainless steel hinged and bolted manway and (ii) replacing the original  
 external bottom ball valve with a new midland bottom operated plug valve. Such addition  
 shall be made for a period of thirty-eight (38) consecutive months beginning September 1,  
 1983 and such addition shall be in addition to all other additions to the monthly rental of  
 each car. In the event any car shall be transferred to another rider during said thirty-  
 eight (38) month period such addition shall be carried forward to the terms of such rider  
 for the then unexpired portion of said thirty-eight (38) month period for car in the event  
 any car shall be released by Lessee prior to expiration of said thirty-eight (38) month  
 period an amount equal to the sum of such monthly additions for the then unexpired portion  
 of said thirty-eight (38) month period will be added to the last whole months rental for  
 car.

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with a useful life equal to that of the car itself will be 1.45% of the cost of the modification, and the sum to be added to the monthly rental rate for a modification with a useful life less than that of the car will be an amount which will recover the cost of the modification, including the implicit cost of money at 10% per annum, over the estimated life of such a modification.

Per Section 3.04. The mileage limitation hereunder is 35,000 miles per calendar year per car. The mileage charge shall be incorporated into this rider as a part of Lessor's written consent that mileage limitation may be exceeded. If mileage limitation is exceeded without request for Lessor's prior consent, mileage charge will be determined by Lessor at close of calendar year accounting period.

beginning September 1, 1983

The minimum rental period for the cars leased hereunder shall be forty (40)

months, and the cars will continue under lease thereafter for further successive sixty (60) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancelation shall be given by either party to the other at least sixty (60) days prior to the expiration of the initial term or any successive term for cars covered by this rider. Thereafter, this rider will terminate automatically upon the date of release of the last car covered by this rider.

Effective Riders 1 through 6

Cancels Rider No. \_\_\_\_\_

Union Tank Car Company (Lessor)

THE CROPMATE COMPANY

(Lessee)

By K.P. Jurek  
Vice President-Marketing Services

By J.H. Dubs  
J. H. Dubs, General Manager  
Manufacturing & Distribution

AMENDMENT TO RIDER NO. 3

Effective this first day of September, 1983 Rider No. 3 of Car Service Agreement between Union Tank Car Company, Lessor, and Cropmate Company, Lessee, dated September 1, 1983, is amended by the addition of the following:

Provisions to the contrary in Section 2.06 to the notwithstanding, the interior lining of rubber in each car hereunder that is in such car on September 1, 1983 shall be considered as a part of such car and under Agreement the respective responsibilities of Lessor and Lessee with respect to cars and/or parts thereof shall be construed to include such interior lining. If any such interior lining in any such car shall fail, be damaged beyond repair, or be no longer economical to repair, Lessor will, at its expense, remove such interior lining from such car, however, if such removal is necessitated by reason for which Lessee is liable under Agreement, Lessee will pay Lessor, in a lump sum, an amount equal to the then unamortized portion of the original cost of such interior coating. Terms with respect to installation of new interior linings in cars shall be based on cost of such installation and upon such terms and conditions as are then mutually agreed between the parties hereto.

UNION TANK CAR COMPANY (LESSOR)

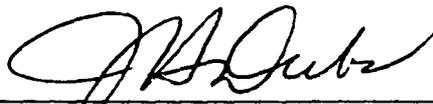
THE CROPMATE COMPANY (LESSEE)

BY



Vice President-Marketing Services

BY



J. H. Dubs, General Manager  
Manufacturing & Distribution

RIDER NO. 4 TO CAR SERVICE AGREEMENT

Effective this first day of September, 1983  
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor, and  
THE CROPMATE COMPANY

Lessee, dated September 1, 1983, and the cars described herein shall be leased to  
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental shown  
 below:

<u>CLASS OR TYPE OF CAR</u>	<u>APPROXIMATE CAPACITY (Gallonage)</u>	<u>MONTHLY RENTAL (Per Car)</u>
DOT 111-A-100-W-1 Heater-piped, insulated, equipped with four inches (4") of insulation, stainless steel heater-pipes, steam jacketed nozzle, bottom unloading, bottom outlet skid, double shelf couplers, safety dome platform and an interior lining of rubber.	13,000	\$503.50
UTLX 12297, 12299, 12301, 12302, 12303, 12304, 12305, 12306, 12307, 12308, 12309, 12311, 12312, 12313, 12315, 12317, 12318, 12319, 12323, 12324		
DOT 111-A-100-W-1 Heater-piped, insulated, equipped with four inches (4") of insulation, stainless steel heater-pipes, steam jacketed nozzle, bottom unloading, bottom outlet skid, double shelf couplers, safety dome platform and an interior lining of rubber.	13,000	502.00
UTLX 12310		

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with a useful life equal to that of the car itself will be 1.45% of the cost of the modification, and the sum to be added to the monthly rental rate for a modification with a useful life less than that of the car will be an amount which will recover the cost of the modification, including the implicit cost of money at 10% per annum, over the estimated life of such a modification.

Per Section 3.04. The mileage limitation hereunder is 35,000 miles per calendar year per car. The mileage charge shall be incorporated into this rider as a part of Lessor's written consent that mileage limitation may be exceeded. If mileage limitation is exceeded without request for Lessor's prior consent, mileage charge will be determined by Lessor at close of calendar year accounting period.

The minimum rental period for the cars leased hereunder shall be beginning September 1, 1983 ninety (90)

months, and the cars will continue under lease thereafter for further successive sixty (60) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancelation shall be given by either party to the other at least sixty (60) days prior to the expiration of the initial term or any successive term for cars covered by this rider. Thereafter, this rider will terminate automatically upon the date of release of the last car covered by this rider.

Effective Riders 1 through 6 Cancels Rider No. \_\_\_\_\_

Union Tank Car Company (Lessor)

By K.P. Juice  
Vice President-Marketing Services

THE CROPMATE COMPANY (Lessee)

By J.H. Dubs  
J. H. Dubs, General Manager  
Manufacturing & Distribution

AMENDMENT TO RIDER NO. 4

Effective this first day of September, 1983 Rider No. 4 of Car Service Agreement between Union Tank Car Company, Lessor, and Cropmate Company, Lessee, dated September 1, 1983, is amended by the addition of the following:

Provisions to the contrary in Section 2.06 to the notwithstanding, the interior lining of rubber in each car hereunder that is in such car on September 1, 1983 shall be considered as a part of such car and under Agreement the respective responsibilities of Lessor and Lessee with respect to cars and/or parts thereof shall be construed to include such interior lining. If any such interior lining in any such car shall fail, be damaged beyond repair, or be no longer economical to repair, Lessor will, at its expense, remove such interior lining from such car, however, if such removal is necessitated by reason for which Lessee is liable under Agreement, Lessee will pay Lessor, in a lump sum, an amount equal to the then unamortized portion of the original cost of such interior coating. Terms with respect to installation of new interior linings in cars shall be based on cost of such installation and upon such terms and conditions as are then mutually agreed between the parties hereto.

UNION TANK CAR COMPANY (LESSOR)

THE CROPMATE COMPANY (LESSEE)

BY

K. P. Jones  
Vice President-Marketing Services

BY

J. H. Dubs  
J. H. Dubs, General Manager  
Manufacturing & Distribution

RIDER NO. 5 TO CAR SERVICE AGREEMENT

Effective this first day of September, 1983  
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor, and  
THE CROPMATE COMPANY

Lessee, dated September 1, 1983, and the cars described herein shall be leased to  
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental shown  
 below:

CLASS OR TYPE OF CAR	APPROXIMATE CAPACITY (Gallonage)	MONTHLY RENTAL (Per Car)
DOT 111-A-100-W-1 Heater-piped, insulated, equipped with four inches (4") of insulation, stainless steel heater-pipes, steam jacketed nozzle, bottom unloading, bottom outlet skid, double shelf couplers, safety dome platform and an interior lining of rubber.	13,000	\$505.00
UTLX 12208, 12209, 12210, 12212, 12213, 12214, 12215, 12296, 12298, 12314, 12316, 12325, 12326, 12327, 12328, 12329, 12330, 12331		
DOT 111-A-100-W-1 Heater-piped, insulated, equipped with four inches (4") of insulation, stainless steel heater-pipes, steam jacketed nozzle, bottom unloading, bottom outlet skid, double shelf couplers, safety dome platform and an interior lining of rubber.	13,000	504.50
UTLX 12334		

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with a useful life equal to that of the car itself will be 1.45% of the cost of the modification, and the sum to be added to the monthly rental rate for a modification with a useful life less than that of the car will be an amount which will recover the cost of the modification, including the implicit cost of money at 10% per annum, over the estimated life of such a modification.

Per Section 3.04. The mileage limitation hereunder is 35,000 miles per calendar year per car. The mileage charge shall be incorporated into this rider as a part of Lessor's written consent that mileage limitation may be exceeded. If mileage limitation is exceeded without request for Lessor's prior consent, mileage charge will be determined by Lessor at close of calendar year accounting period.

The minimum rental period <sup>beginning September 1, 1983</sup> for the cars leased hereunder shall be ninety-two (92) months, and the cars will continue under lease thereafter for further successive sixty (60) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancelation shall be given by either party to the other at least sixty (60) days prior to the expiration of the initial term or any successive term for cars covered by this rider. Thereafter, this rider will terminate automatically upon the date of release of the last car covered by this rider.

Effective Riders 1 through 6 Cancels Rider No. \_\_\_\_\_

Union Tank Car Company (Lessor)

THE CROPMATE COMPANY (Lessee)

By K.P. Jones  
Vice President-Marketing Services

By J.H. Dubs  
J. H. Dubs, General Manager  
Manufacturing & Distribution

AMENDMENT TO RIDER NO. 5

Effective this first day of September, 1983 Rider No. 5 of Car Service Agreement between Union Tank Car Company, Lessor, and Cropmate Company, Lessee, dated September 1, 1983, is amended by the addition of the following:

Provisions to the contrary in Section 2.06 to the notwithstanding, the interior lining of rubber in each car hereunder that is in such car on September 1, 1983 shall be considered as a part of such car and under Agreement the respective responsibilities of Lessor and Lessee with respect to cars and/or parts thereof shall be construed to include such interior lining. If any such interior lining in any such car shall fail, be damaged beyond repair, or be no longer economical to repair, Lessor will, at its expense, remove such interior lining from such car, however, if such removal is necessitated by reason for which Lessee is liable under Agreement, Lessee will pay Lessor, in a lump sum, an amount equal to the then unamortized portion of the original cost of such interior coating. Terms with respect to installation of new interior linings in cars shall be based on cost of such installation and upon such terms and conditions as are then mutually agreed between the parties hereto.

UNION TANK CAR COMPANY (LESSOR)

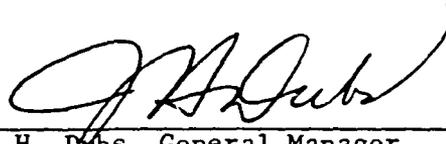
THE CROPMATE COMPANY (LESSEE)

BY



Vice President-Marketing Services

BY



J. H. Dubs, General Manager  
Manufacturing & Distribution

RIDER NO. 6 TO CAR SERVICE AGREEMENT

Effective this first day of September, 1983  
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor, and  
 THE CROPMATE COMPANY

Lessee, dated September 1, 1983, and the cars described herein shall be leased to  
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental shown  
 below:

CLASS OR TYPE OF CAR	APPROXIMATE CAPACITY (Gallorage)	MONTHLY RENTAL (Per Car)
DOT 111-A-100-W-1 Heater-piped, insulated, equipped with four inches (4") of insulation, stainless steel heater-pipes, steam jacketed nozzle, bottom unloading, bottom outlet skid, double shelf couplers, safety dome platform and an interior lining of rubber.	13,000	\$508.00
UTLX 12211, 12216, 12217, 12218, 12219, 12220, 12221, 12222, 12223, 12224, 12225, 12300, 12320, 12321, 12322, 12332, 12333		

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with a  
 useful life equal to that of the car itself will be 1.45% of the cost of the modification,  
 and the sum to be added to the monthly rental rate for a modification with a useful life less  
 than that of the car will be an amount which will recover the cost of the modification,  
 including the implicit cost of money at 10% per annum, over the estimated life of such a  
 modification.

Per Section 3.04. The mileage limitation hereunder is 35,000 miles per calendar year per  
 car. The mileage charge shall be incorporated into this rider as a part of Lessor's written  
 consent that mileage limitation may be exceeded. If mileage limitation is exceeded without  
 request for Lessor's prior consent, mileage charge will be determined by Lessor at close of  
 calendar year accounting period.

beginning September 1, 1983  
 The minimum rental period for the cars leased hereunder shall be ninety-three (93)  
months, and the cars will continue under lease thereafter for further successive sixty (60)  
 month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancelation shall be  
 given by either party to the other at least sixty (60) days prior to the expiration of the intial term or any successive  
 term for cars covered by this rider. Thereafter, this rider will terminate automatically upon the date of release of the  
 last car covered by this rider.

Effective Riders 1 through 6 Cancels Rider No. \_\_\_\_\_

Union Tank Car Company (Lessor)

THE CROPMATE COMPANY (Lessee)

By

*K. P. Jones*

Vice President, Union Tank Car Company

By

*J. H. Dubs*

J. H. Dubs, General Manager

AMENDMENT TO RIDER NO. 6

Effective this first day of September, 1983 Rider No. 6 of Car Service Agreement between Union Tank Car Company, Lessor, and Cropmate Company, Lessee, dated September 1, 1983, is amended by the addition of the following:

Provisions to the contrary in Section 2.06 to the notwithstanding, the interior lining of rubber in each car hereunder that is in such car on September 1, 1983 shall be considered as a part of such car and under Agreement the respective responsibilities of Lessor and Lessee with respect to cars and/or parts thereof shall be construed to include such interior lining. If any such interior lining in any such car shall fail, be damaged beyond repair, or be no longer economical to repair, Lessor will, at its expense, remove such interior lining from such car, however, if such removal is necessitated by reason for which Lessee is liable under Agreement, Lessee will pay Lessor, in a lump sum, an amount equal to the then unamortized portion of the original cost of such interior coating. Terms with respect to installation of new interior linings in cars shall be based on cost of such installation and upon such terms and conditions as are then mutually agreed between the parties hereto.

UNION TANK CAR COMPANY (LESSOR)

THE CROPMATE COMPANY (LESSEE)

BY



Vice President-Marketing Services

BY



J. H. Dubs, General Manager  
Manufacturing & Distribution