

0100419045

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19037
OCT 31 1994
RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

October 28, 1994

VIA FEDERAL EXPRESS

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Room 2303
12th Street and Constitution Avenues
Washington, D.C. 20423

Attention: Janice Fort, Room 2303

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 48 U.S.C. Section 11303(a) are three original executed copies and one photostatic copy of a Memorandum of Lease Agreement, dated as of October 19, 1994, a primary document as defined in the Commissioner's Rules for the Recordation of Documents. The Memorandum of Lease is with respect to that certain Lease Agreement, dated as of October 4, 1994, Rider 1 thereto, and that certain Lease Agreement Amendment No. 1, dated as of October 19, 1994 between Citicorp Railmark, Inc. and Louis Dreyfus Corporation.

The names and addresses of the parties to the enclosed Memorandum of Lease Agreement are:

Lessor: Citicorp Railmark, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528

Lessee: Louis Dreyfus Corporation
10 Westport Road
Wilton, Connecticut 06897

10/28/94
RHCH27:SLICHTE
70409-1.LTR

LICENSED ATTORNEY
OCT 31 11 27 AM '94

Mr: Sidney L. Strickland, Jr.
October 28, 1994
Page 2

A description of the railroad equipment covered by the enclosed document is set forth in the Memorandum of Lease Agreement.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

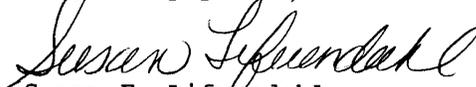
Kindly return two stamped original copies and the stamped photostatic copy of the enclosed document and the stamped photostatic copy of this letter to Susan F. Lifvendahl at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Document to be Recorded

Memorandum of Lease Agreement, dated as of October 19, 1994 between Citicorp Railmark, Inc., Lessor, and Louis Dreyfus Corporation Lessee, with respect to that certain Lease Agreement, dated as of October 4, 1994, Rider 1 thereto, and Lease Agreement Amendment No. 1, dated as of October 19, 1994, covering 189 70-ton boxcars and up to an additional 62 70-ton boxcars.

Very truly yours,,


Susan F. Lifvendahl

SFL:ej
w/encl.

cc: Robert W. Kleinman
Susan G. Lichtenfeld

Interstate Commerce Commission

Washington, D.C. 20423

10/31/94

OFFICE OF THE SECRETARY

Susan F. Liffvendahl
Ross & Hardies
150 North Michigan Avenue
Chicago, Illinois 60601-7567

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 10/31/94 at 11:30AM, and assigned recordation number(s). 19037.

Sincerely yours,



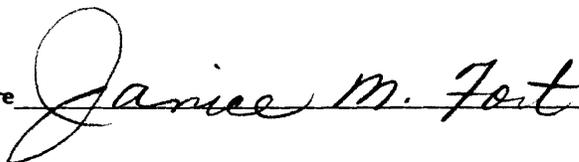
Vernon A. Williams
Secretary

Enclosure(s)

(0100419045)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



OCT 31 1994 11:27 AM

MEMORANDUM OF LEASE AGREEMENT

INTERSTATE RAILROAD CORPORATION

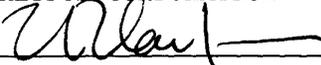
This Memorandum of Lease Agreement is made and entered into this 19th day of October, 1994, by and between Citicorp Railmark, Inc. (hereinafter referred to as "Lessor") and Louis Dreyfus Corporation (hereinafter referred to as "Lessee"), respecting that certain Railcar Full Service Leasing Agreement dated as of October 4, 1994 (the "Lease") between Lessor and Lessee, Rider 1 thereto ("Rider 1"), and that certain Lease Agreement Amendment No. 1 dated as of October 19, 1994 (the "Amendment").

Pursuant to the provisions of the Lease, Rider 1 and the Amendment, Lessor and Lessee hereby acknowledge and affirm that:

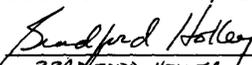
1. For good and valuable consideration, Lessor is leasing to Lessee and Lessee is leasing from Lessor the covered hopper cars described on Schedule A hereto (the "Railcars"). The Railcars bear the railroad reporting marks set forth on Schedule A hereto.
2. The term of the Lease for any Railcar under Rider 1 and the Amendment shall commence on October 4, 1994 and shall terminate no later than December 15, 1997, provided that the Lease may be sooner terminated as provided therein.
3. Lessor and Lessee further acknowledge and affirm that this Memorandum of Lease Agreement is not a summary of either the Lease, Rider 1 or the Amendment nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Lease Agreement and the provisions of the Lease, Rider 1 or the Amendment, the provisions of the Lease, Rider 1 or the Amendment, as the case may be, shall control.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Lease Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true and correct document and was executed and delivered as of the date first above written.

LOUIS DREYFUS CORPORATION

By: 
 Name:
 Title: **KEVIN KAUFMAN**
VICE PRESIDENT

CITICORP RAILMARK, INC.

By: 
 Name: **BRADFORD HOLLEY**
 Title: **VICE PRESIDENT**

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

On this 25TH day of October, 1994, before me personally appeared BRADFORD L. HOWAY, to me personally known who, being by me duly sworn, says that he is VICE PRESIDENT of CITICORP RAILMARK, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert R. Goldberg
Notary Public
ROBERT R. GOLDBERG
Notary Public, State of New York
No. 4690571
Qualified in Westchester County
Commission Expires November 30, 1995

[Notary Seal]
My Commission Expires

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

On this 24TH day of October, 1994, before me personally appeared Kevin Kaufman, to me personally known who, being by me duly sworn, says that he is VICE PRESIDENT of LOUIS DREYFUS CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret Kelly
Notary Public

[Notary Seal]
My Commission Expires
3-31-99

SCHEDULE A

57 100-ton 4750 c.f. capacity Covered Hopper Cars

All Inclusive:

CRIX 400 - CRIX 413
CRIX 415 - CRIX 456
CRIX 458

10/18/94
RHCH27:SLIFVEN
68214-1.AGR